

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:

San Mateo County Flood and Sea Level Rise  
Resiliency District (OneShoreline)  
Attn: Len Materman  
1700 S. El Camino Real, Suite 502  
South San Francisco, California 94402

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: 011-322-200

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### **EASEMENT DEED**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT (also known as ONE SHORELINE), a California special flood control district (“Grantor”), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a California municipal corporation (“Grantee”), an easement for pipe footings and a water pipeline crossing the existing flood control channel aerially (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]), except as provided by this Easement Deed.

**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 pipeline with all necessary braces, footings, connections, valves, fastenings, foundation sites, and other appliances and

fixtures (collectively, “**Grantee’s Facilities**”) in, under, above the surface of, and across the Easement Area. The Easement includes the right of ingress and egress to the Easement Area across adjacent lands of Grantor from Chestnut Avenue 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 expressly subordinate to Grantor’s rights to use the existing creek channel (“**Channel**”) for the purposes of flood protection, environmental and recreational enhancements, and for all other related purposes, including, without limitation, and at Grantor’s sole and absolute discretion, the right to construct, reconstruct, install, operate, maintain, and repair the Channel. Grantee acknowledges and agrees that Grantor’s use of the Channel is a public use within the meaning of California Civil Procedure Code section 1240.620, and that Grantor is entitled to continue the public use to which the property is appropriated to the extent that the continuance of such use will not unreasonably interfere with or impair any more necessary public use proposed by Grantee. Grantor also reserves the right to use the subsurface of Grantor’s real property for the installation, operation, maintenance, repair, or replacement of utilities, including pipes, cables, or other infrastructure typically required for the above-stated purposes; provided, however, that such installation, operation, maintenance, repair, or replacement will not require Grantee to relocate, modify 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, except as provided by this Easement Deed. Grantor also reserves the right to plant and maintain trees or other vegetation. The rights granted by this Deed also 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 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, except as provided by this Easement Deed.

**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 either 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, or relocate Grantee’s Facilities as set forth in Paragraph 4; and **(iii)** 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, except as provided by this Easement Deed.

4. **Relocation of Grantee's Facilities.** If Grantor proposes a project or makes a request on behalf of a third-party project in furtherance of Grantor's rights to use the channel for the purposes of flood protection, environmental and recreational enhancements, and related purposes that conflicts with the Easement Area, Grantor shall propose to Grantee an alternative easement on Grantor's property to relocate Grantee's Facilities, which is equivalent to the Easement ("**Alternative Easement**"). The Alternative Easement must contain all rights necessary for Grantee to complete the relocation including any rights on third-party property that may be required. The construction costs for the physical relocation shall be paid fully by Grantee for one relocation of Grantee's Facilities. For any additional physical relocations of Grantee's Facilities, the construction costs shall be paid fully by Grantor. Upon recording of a document memorializing the Alternative Easement in a form substantially similar to this Easement Deed, Grantee shall abandon all rights to the Easement Area provided by this Easement Deed pursuant to Paragraph 12.

5. **Special Restrictions near Pipe Footings.** Grantee's Facilities include two pipe footings to support the aerial crossing, one on each side of the Channel. The pipe footings are planned to extend approximately one and a half feet (1.5') above the ground surface and three feet below the surface. Grantor will not excavate, or allow any excavation, within three feet (3') of the center point of either pipe footing. No new improvements may be installed within three feet (3') of the center point of either pipe footing. This Section shall not apply to work performed in the Easement Area pursuant to a project described in Paragraph 4.

6. **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, except to the extent attributable to the negligent or intentional act or omission of Grantor or its Agents.

7. **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).

8. **No Dumping or Hazardous Materials.** Neither Grantor nor Grantee 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.

9. **Fences and Access Gate.**

(a) **Pedestrian Access Gate.** Grantee may install at its sole cost a pedestrian access gate west of the Channel to access Grantee's Facilities, subject to Grantor's reasonable approval of the design and location. Grantor, Grantee, and Grantee's Agents may each install their own lock on the gate.

(b) **Pipe Penetration through Fence East of the Channel.** Grantee's pipeline will be above ground on the east side of the Channel and will cross the existing fence. Grantee may install a new fence to provide for the pipe penetration at the point the pipeline crosses, subject to Grantor's reasonable approval of the design of the new fence. Additionally, Grantee may at the

time of fence installation and at other times as needed remove vegetation that interferes with the pipe alignment near the fence and replace with similar vegetation to provide a similar level of screening, but such replacement of vegetation will only be required to the extent possible without damaging the pipeline.

(c) Grantee and/or its designee or utility operator will maintain any fences or gates that Grantee opts to install pursuant to this Section. Grantor acknowledges that portions of the fencing potentially affected by this Section lie within the Easement Area and portions lie outside of the Easement Area, and that installation and maintenance work will be conducted in those areas. Grantor will own the fencing and access gates installed pursuant to this Section and may modify, remove, or relocate the fencing and access gates, subject to Section 3 [Notice and Approval of Grantor's Work in the Easement Area], provided that Grantor provides a new fence or an alternate but equivalently effective security measure to prevent trespass on the Easement Area and vandalism to Grantee's pipeline where it crosses the Channel.

**10. 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.

**11. 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:** San Mateo County Flood & Sea Level Rise Resiliency  
District (OneShoreline)  
1700 S. El Camino Real, Suite 502  
South San Francisco, California 94402

**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](mailto: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.

**12. 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.

**13. 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.

Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

GRANTOR:

SAN MATEO COUNTY FLOOD AND SEA LEVEL  
RISE RESILIENCY DISTRICT  
(also known as ONESHORELINE),  
a California special flood control district

By: \_\_\_\_\_  
[NAME]

Its: \_\_\_\_\_

By: \_\_\_\_\_  
[NAME]

Its: \_\_\_\_\_

ACCEPTED AND AGREED

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

GRANTEE:

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 the San Mateo County Flood and Sea Level Rise Resiliency District a California special district, 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



**EXHIBIT A**

**Legal Description of Easement Area**

*[see attached]*



October 15, 2021

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**(Aerial, Footing and Pipeline Easement)**

All that property situate in the City of South San Francisco, County of San Mateo, State of California, more particularly described as follows:

A 15-foot-wide easement measured perpendicular to Chestnut Avenue Right of Way, for installation, operation, and maintenance of an aerial water line, and appurtenances thereto, with right of ingress and egress across, over, and upon a portion of property described in a Grant Deed dated July 16, 1975 and recorded in Volume 6928 at Page 148 in the County Recorder's Office of San Mateo County, State of California. Said 15-foot-wide easement is more particularly described as follows:

BEGINNING at the most southerly corner of Parcel 1 as shown on map filed in Book 5 of Licensed Land Surveys, page 103, recorded on December 17, 1963, in the offices of the San Mateo County Recorder, said point also being on the Westerly line of Chestnut Avenue;

Thence, northwesterly N 59° 39' 35" W, 15.41 feet;

Thence, northeasterly parallel with Chestnut Avenue right-of-way North 43° 35' East, 25.68 feet;

Thence, southeasterly South 59° 39' 35" East, 15.41 feet; to the northerly line of Chestnut Avenue right-of-way;

Thence, along said Chestnut Avenue right-of-way line South 43° 35' West, 25.68 feet; to the POINT OF BEGINNING.

Containing 385 square feet more or less.

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

  
Sudhir K. Chaudhary, PLS 8993

11-9-21  
Date





October 15, 2021

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**(Aerial Waterline Easement)**

All that property situate in the City of South San Francisco, County of San Mateo, State of California, more particularly described as follows:

A 15-foot-wide aerial easement measured perpendicular to Chestnut Avenue Right of Way, for installation, operation, and maintenance of a water line and appurtenances thereto, with right of ingress and egress across, over, and above ground level upon a portion of property described in a Grant Deed dated October 27, 1975 and recorded in Volume 6967 at Page 398 in the County Recorder's Office of San Mateo County, State of California. Said 15-foot-wide easement is more particularly described as follows:

BEGINNING at the most southerly corner of Parcel 1 as shown on map filed in Book 5 of Licensed Land Surveys, page 103, recorded on December 17, 1963, in the offices of the San Mateo County Recorder, said point also being on the Westerly line of Chestnut Avenue;

Thence, southwesterly along the said Westerly right-of-way line of Chestnut Avenue South 43° 35' West, 51.37 feet; to the southerly line of Colma Creek right-of-way as shown on a map entitled "Right-of-Way Map, Colma Creek, July 1996, San Mateo County Department of Public Works";

Thence, leaving the right-of-way line of said Chestnut Avenue North 59° 39' 35" West, 15.41 feet; along southerly line of said Colma Creek right-of-way;

Thence, parallel with said Chestnut Avenue right-of-way line North 43° 35' East, 51.37 feet to the Southerly line of said Parcel One;

Thence, along the southerly line of said Parcel One, South 59° 39' 35" East, 15.41 feet to the POINT OF BEGINNING.

Containing 770 square feet more or less.

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



Sudhir K. Chaudhary, PLS 8993



11-9-21

Date





October 15, 2021

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**(Footing and Pipeline Easement)**

All that property situate in the City of South San Francisco, County of San Mateo, State of California, more particularly described as follows:

A 15-foot-wide easement measured perpendicular to Chestnut Avenue Right of Way, for installation, operation, and maintenance of a footing and water line and appurtenances thereto, with right of ingress and egress across, under, over, and upon a portion of property described in a Grant Deed dated October 27, 1975 and recorded in Volume 6967 at Page 398 in the County Recorder's Office of San Mateo County, State of California. Said 15-foot easement is more particularly described as follows:

COMMENCING at the most southerly corner of Parcel 1 as shown on map filed in Book 5 of Licensed Land Surveys, page 103, recorded on December 17, 1963, in the offices of the San Mateo County Recorder, said point also being on the Westerly line of Chestnut Avenue;

Thence, southwesterly along the said Westerly right-of-way line of Chestnut Avenue South 43° 35' West, 35.96 feet; to the TRUE POINT OF BEGINNING;

Thence, continuing along said Chestnut Avenue right-of-way line South 43° 35' West, 15.41 feet;

Thence, leaving the right-of-way line of said Chestnut Avenue North 59° 39' 35" West, 15.41 feet; along southerly line of said Colma Creek right-of-way;

Thence, parallel with said Chestnut Avenue right-of-way line North 43° 35' East, 15.41 feet;

Thence, South 59° 39' 35" East, 15.41 feet to the POINT OF BEGINNING.

Containing 231 square feet more or less.

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

  
Sudhir K. Chaudhary, PLS 8993



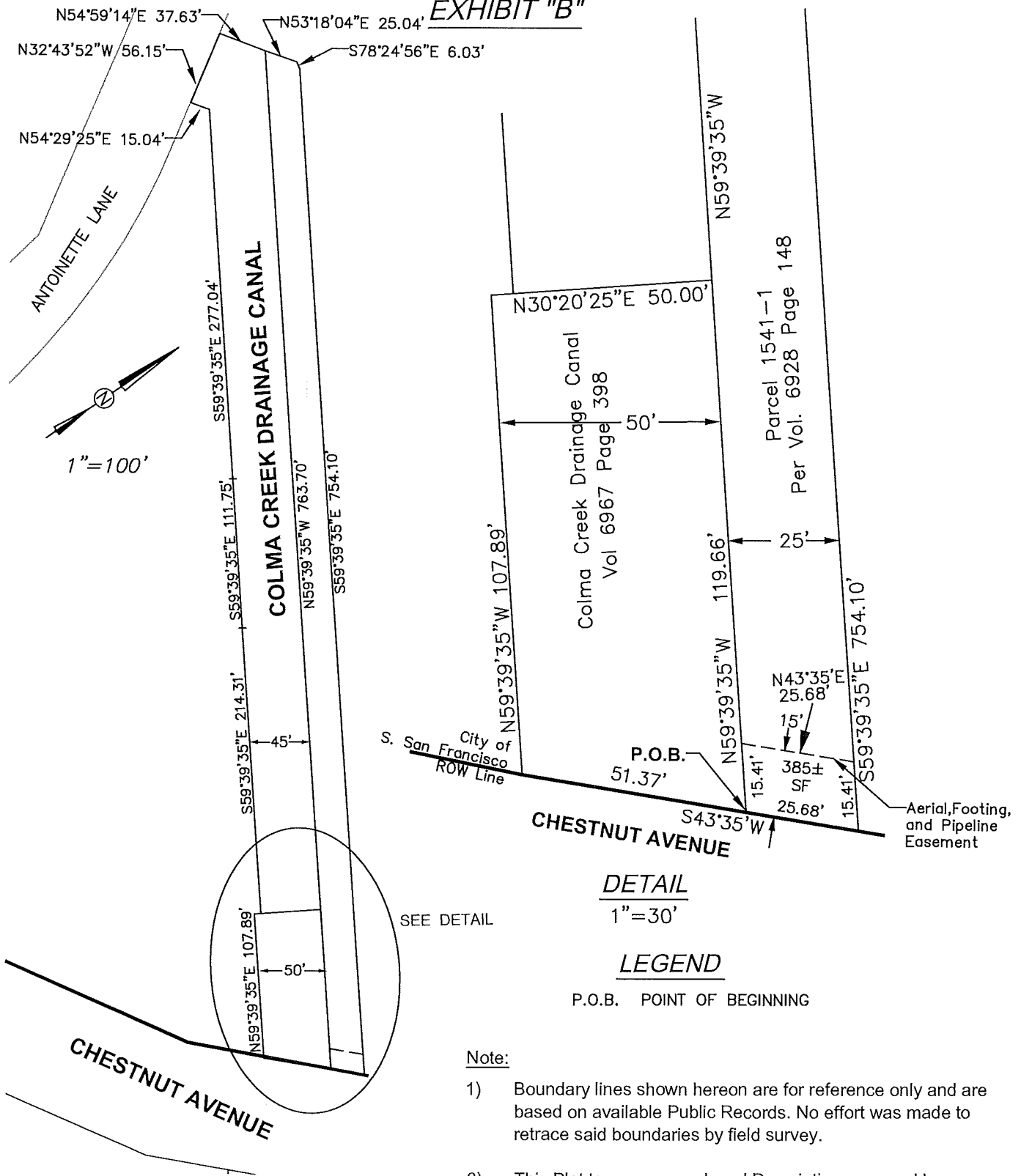
11-9-21  
Date

**EXHIBIT B**

**Depiction of Easement Area**

*[see attached]*

**EXHIBIT "B"**



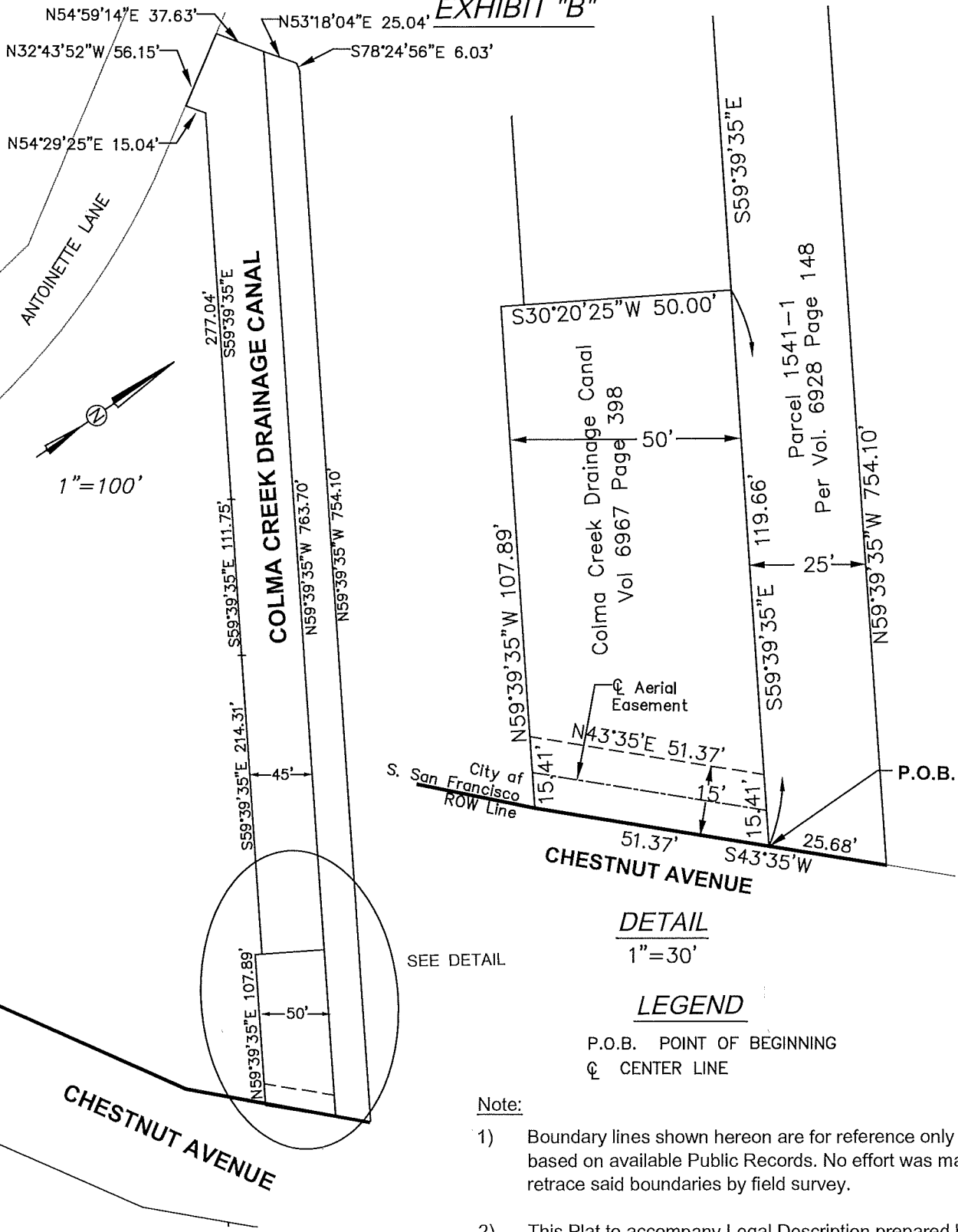
**CHAUDHARY & ASSOCIATES, INC.**  
 ENGINEERS SURVEYORS INSPECTORS  
 211 GATEWAY RD. WEST, SUITE 204  
 NAPA, CALIFORNIA 94558  
 Tel: (707) 255-2729 FAX: (707) 255-5021 WWW.CHAUDHARY.COM

**Aerial, Footing, and Pipeline Easement**

South San Francisco, California

SCALE:	As Noted
DATE:	10/15/2021
SHEET:	1 OF 1

**EXHIBIT "B"**



**CHAUDHARY & ASSOCIATES, INC.**

ENGINEERS SURVEYORS INSPECTORS

211 GATEWAY RD. WEST, SUITE 204

NAPA, CALIFORNIA 94558

Tel: (707) 255-2729 FAX: (707) 255-5021 WWW.CHAUDHARY.COM

**Aerial Waterline Easement Over Colma Drainage Canal**

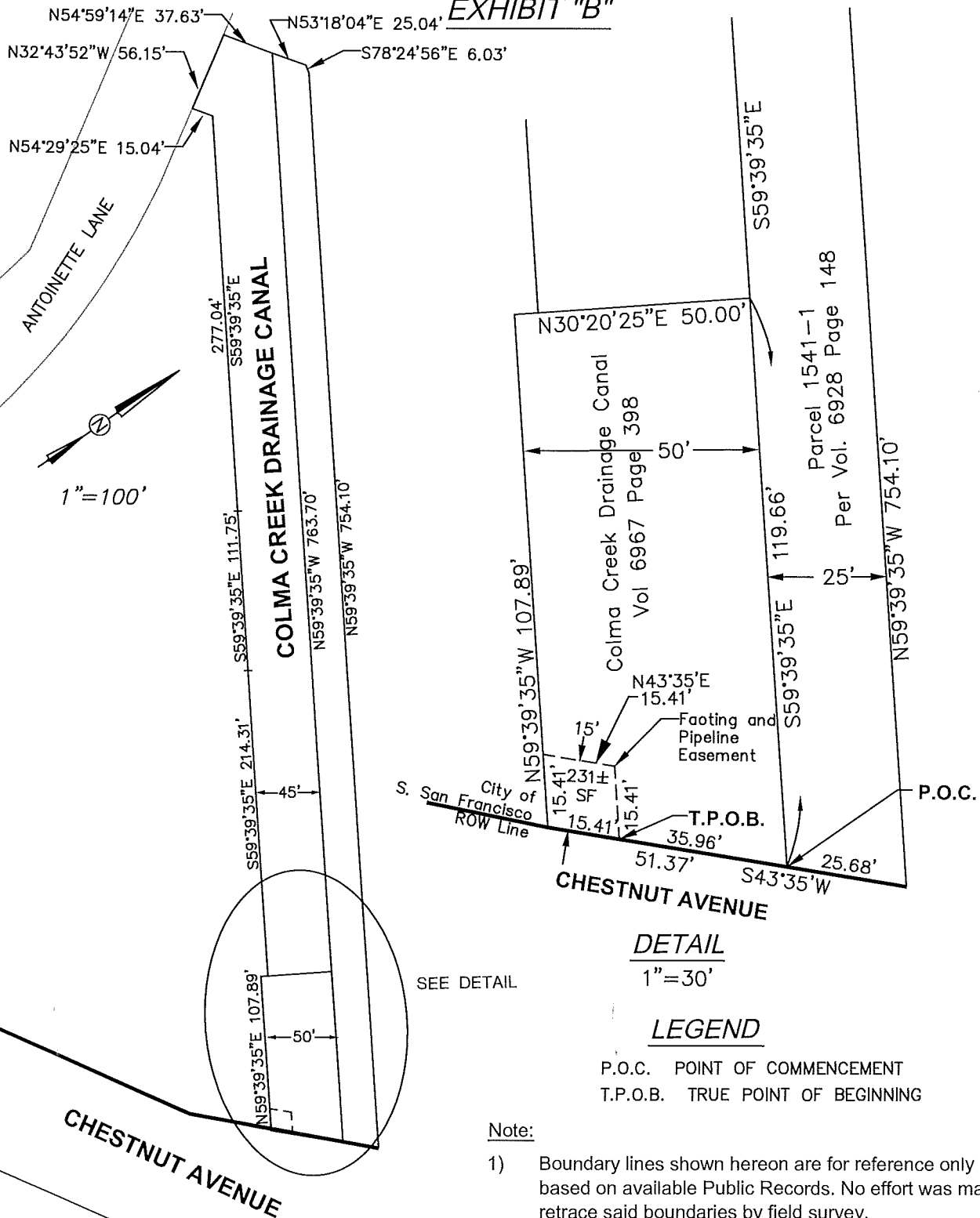
South San Francisco, California

SCALE: As Noted

DATE: 10/15/2021

SHEET: 1 OF 1

**EXHIBIT "B"**



**CHAUDHARY & ASSOCIATES, INC.**  
ENGINEERS SURVEYORS INSPECTORS

211 GATEWAY RD. WEST, SUITE 204  
NAPA, CALIFORNIA 94558  
Tel: (707) 255-2729 FAX: (707) 255-5021 WWW.CHAUDHARY.COM

**Footing and Pipeline Easement  
Through Colma Drainage Canal**

South San Francisco, California

SCALE: As Noted

DATE: 10/15/2021

SHEET: 1 OF 1