

AGREEMENT FOR SALE OF REAL ESTATE AND TEMPORARY CONSTRUCTION  
EASEMENTS

by and between

CITY AND COUNTY OF SAN FRANCISCO,  
a California municipal corporation,  
by and through its PUBLIC UTILITIES COMMISSION,  
as Seller, and Grantor,

and

STATE OF CALIFORNIA,  
a California public agency,  
by and through its DEPARTMENT OF TRANSPORTATION,  
as Buyer, and Grantee,

For the sale and purchase of

an approximately 2,618 s.f. portion in fee simple, and  
an approximately 7,895 s.f. portion as a temporary construction easement,  
both within SFPUC Parcel 57,  
located in an unincorporated area of Alameda County, State of California;

and

an approximately 19,033 s.f. portion in fee simple, and  
an approximately 25,863 s.f. portion as a temporary construction easement,  
both within SFPUC Parcel 57,  
located in the City of Fremont, Alameda County, State of California.

May 1, 2022

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## **LIST OF EXHIBITS**

EXHIBIT A	LEGAL DESCRIPTION OF CITY'S REAL PROPERTY
EXHIBIT B	DEPICTION OF CITY'S REAL PROPERTY
EXHIBIT C	FORM OF QUITCLAIM DEED TO STATE OF CALIFORNIA
EXHIBIT D	FORM OF TEMPORARY CONSTRUCTION EASEMENT DEED

**AGREEMENT FOR SALE OF REAL ESTATE AND  
TEMPORARY CONSTRUCTION EASEMENTS**  
(Town of Sunol, County of Alameda, State of California)

THIS AGREEMENT FOR SALE OF REAL ESTATE AND TEMPORARY CONSTRUCTION EASEMENTS (this “**Agreement**”) dated, for reference purposes only, as of May 1, 2022, is made and entered into by and between the CITY AND COUNTY OF SAN FRANCISCO, a California municipal corporation (“**City**”), acting by and through its PUBLIC UTILITIES COMMISSION (the “**SFPUC**”), and the STATE OF CALIFORNIA, a California public agency, acting by and through its DEPARTMENT OF TRANSPORTATION (“**State**” or “**Buyer**”). City and Buyer are sometimes collectively referred to in this Agreement as the “**Parties**” or singularly as “**Party**.”

**RECITALS**

**A.** The City, under the jurisdiction of the SFPUC, owns unimproved real property adjacent to State Route 84 (“**SR 84**”) in an unincorporated area of the County of Alameda, State of California, commonly known as SFPUC Parcel No. 57 (“**City’s Real Property**”), and described in the attached **Exhibit A** and generally depicted on the map attached as **Exhibit B**.

**B.** State is replacing the Alameda Creek Bridge and realigning the eastern and western approaches to the bridge on SR 84 in the unincorporated Town of Sunol (the “**Bridge Replacement Project**”). As a component of the Bridge Replacement Project, State proposes to acquire certain portions of and interest in the City’s Real Property in fee simple to construct improvements within the City’s Real Property and to acquire Temporary Construction Easements (“**TCEs**”), as set forth herein.

**C.** State has the authority to exercise the power of eminent domain to compel City to sell the portions of the City’s Real Property needed for the Bridge Replacement Project. State and City recognize the expense, time, effort, and risk to both Parties in determining the compensation for acquiring the City’s Real Property by eminent domain litigation. In lieu of such litigation, the Parties agree to enter into this Agreement upon the terms and conditions set forth herein.

**D.** Further, because the Parties are public agencies, the State Surplus Land Act noticing requirements do not apply to the sale of City’s Real Property, as contemplated under this Agreement.

**E.** Acting as the Lead Agency under the California Environmental Quality Act (“**CEQA**”), Buyer prepared the Alameda Creek Bridge Replacement Project Environmental Impact Report (“**EIR**”) / Environmental Assessment (“**EA**”), pursuant to the provisions of CEQA and the National Environmental Policy Act (“**NEPA**”), which was certified by Buyer on August 16, 2017 (State Clearinghouse Number 201008200).

**F.** City is the Responsible Agency under CEQA for review and approval of aspects of the Bridge Replacement Project. City has reviewed and considered the Final EIR /EA and Bridge Replacement Project approval documents and has approved this Agreement and adopted findings required under CEQA. Buyer adopted the mitigation measures included in the Final EIR/EA and set forth in the Environmental Commitments Record and assumed responsibility for their implementation.

**G.** Pending consummation of the transaction contemplated under this Agreement, the Parties entered into that certain License Agreement, dated for reference purposes as of July 30,

2019, and denominated License #P4410 (the “**License Agreement**”), under which City granted to Buyer temporary possession and use of portions of City’s Real Property to construct certain Bridge Replacement Project components to meet its project certification deadline. The License Agreement expires the earlier of December 31, 2023, or the date this Agreement is fully executed by the Parties and the deeds granting fee and easement interests to Buyer are recorded in the Official Records of Alameda County.

**H.** Pursuant to this Agreement, State proposes to buy fee simple interests and TCEs in the following portions of the City’s Real Property (such fee portions and easement interests are collectively referred to as the “**Bridge Property**”):

1. a fee simple interest in an approximately 2,618 square foot triangular piece of land that constitutes a portion of SFPUC Parcel 57 along the north side of SR 84 at the western approach to the Alameda Creek Bridge (the “**Fee Parcel 1**”) that is (A) more particularly described in Exhibit 1-1 to the Quitclaim Deed attached as **Exhibit C**, and (B) designated as Caltrans Parcel No. 63662-1 on the Parcel 57 Parcel No. 63662-1 Quitclaimed to State of California Map attached as Exhibit 2-1 to the Quitclaim Deed attached as **Exhibit C**;
2. a temporary construction easement in an approximately 7,895 square foot portion of SFPUC Parcel 57 (the “**TCE Parcel 1**”) that is (A) more particularly described in Exhibit 1-1 to the temporary construction Easement Deed attached as **Exhibit D**, and (B) designated as Caltrans Parcel No. 63893 on the Grant of Temporary Construction Easement Map attached as Exhibit 2-1 to the temporary construction Easement Deed attached as **Exhibit D**;
3. a fee simple interest in an approximately 19,033 square foot long strip of land that constitutes a portion of SFPUC Parcel 57 along the north and northeast side of the existing bridge alignment (the “**Fee Parcel 2**”) that is (A) more particularly described in Exhibit 1-2 to the Quitclaim Deed attached as **Exhibit C**, and (B) designated as Caltrans Parcel No. 63663-1 on the Parcel 57 Parcel Fee Parcels Quitclaimed to State of California Map attached as Exhibit 2-2 to the Quitclaim Deed attached as **Exhibit C**; and
4. a temporary construction easement in an approximately 25,863 square foot portion of SFPUC Parcel 57 (the “**TCE Parcel 2**”) that is (A) more particularly described in Exhibit 1-2 to the temporary construction Easement Deed attached as **Exhibit D**, and (B) designated as Caltrans Parcel No. 63663-2 on the Grant of Temporary Construction Easement Map attached as Exhibit 2-2 to the temporary construction Easement Deed attached as **Exhibit D**.

**I.** The SFPUC has recommended the sale of the Bridge Property to State pursuant to SFPUC Resolution No. \_\_\_\_\_, subject to approval by City’s Board of Supervisors and Mayor, on the terms and conditions set forth below.

#### AGREEMENT

ACCORDINGLY, for and in consideration of the foregoing Recitals, which are incorporated herein by this reference, the mutual covenants and obligations of the Parties contained

herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and State agree as follows:

## 1. SALE AND PURCHASE

Subject to the terms, covenants, and conditions set forth in this Agreement, City agrees to sell to State, and State agrees to purchase from City, fee simple interests in Fee Parcel 1 and Fee Parcel 2 and a temporary construction easement over TCE Parcel 1 and TCE Parcel 2.

## 2. PURCHASE PRICE

The total purchase price for the Bridge Property is Twenty-Four Thousand Five Hundred Twenty-Eight Dollars (\$24,528) (the “**Purchase Price**”). State shall pay the Purchase Price to City at the Closing. All sums payable under this Agreement shall be paid in immediately available funds of lawful money of the United States of America.

## 3. CONVEYANCE OF BRIDGE PROPERTY AND TITLE

### 3.1 Deeds

At the Closing, City shall: **(a)** quitclaim interest in and to Fee Parcel 1 and Fee Parcel 2 to Buyer by a duly executed and acknowledged quitclaim deed in the form of the attached **Exhibit C** (the “**Deed**”) and **(b)** convey to Buyer/Grantee the **TCEs** over TCE Parcel 1 and TCE Parcel 2 by a duly executed and acknowledged easement deed (the “**TCE Deed**”) in the form of the attached **Exhibit D**. Although the TCE Deed shall be executed and delivered to Buyer in a recordable form, because of the temporary nature of the TCE, the TCE Deed shall not be recorded unless, prior to the expiration of the term of the TCE Deed, City materially breaches the terms of this Agreement or the TCE Deed; provided, that the materiality of such breach will be determined at the reasonable discretion of the Buyer/Grantee.

### 3.2 Title Insurance and Survey

Buyer understands and agrees that the right, title, and interest in the Bridge Property to be conveyed by City pursuant to this Agreement shall not exceed that vested in City, and City is under no obligation to furnish any policy of title insurance in connection with this transaction. Buyer recognizes that any fences or other physical monument of the Bridge Property’s boundary lines may not correspond to the legal description of the Bridge Property. City shall not be responsible for any discrepancies in the parcel area or location of the property lines or any other matters that an accurate survey or inspection might reveal. It is Buyer’s sole responsibility to obtain a survey from an independent surveyor and a policy of title insurance from a title company, if desired.

## 4. “AS-IS” PURCHASE; RELEASE OF CITY

### 4.1 Buyer’s Independent Investigation

Buyer represents and warrants to City that Buyer has either (a) performed or (b) has had sufficient time and opportunity but has elected not to perform, a diligent and thorough inspection and investigation of each and every aspect of the Bridge Property, either independently or through agents of Buyer’s choosing, including the following matters (collectively, the “**Property Conditions**”):

(a) All matters relating to title including the existence, quality, nature, and adequacy of City's interest in the Bridge Property and the existence of physically open and legally sufficient access to the Bridge Property.

(b) The zoning and other legal status of the Bridge Property, including the compliance of the Bridge Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, and private or public covenants, conditions, and restrictions, and all governmental and other legal requirements such as taxes, assessments, use permit requirements, and building and fire codes.

(c) The quality, nature, adequacy, and physical condition of the Bridge Property, including the structural elements, foundation, landscaping, parking facilities, and the electrical, mechanical, plumbing, sewage, and utility systems, facilities, and appliances, and all other physical and functional aspects of the Bridge Property.

(d) The quality, nature, adequacy, and physical, geological, and environmental condition of the Bridge Property (including soils and any groundwater), and the presence or absence of any Hazardous Materials in, on, under, or about the Bridge Property or any other real property in the vicinity of the Bridge Property. As used in this Agreement, "Hazardous Material" shall mean any material that, because of its quantity, concentration, or physical or chemical characteristics, is now or hereafter 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.

(e) The suitability of the Bridge Property for Buyer's intended uses. Buyer represents and warrants that its intended use of the Bridge Property is for public improvement and highway purposes.

(f) The economics and development potential, if any, of the Bridge Property.

(g) All other matters of material significance affecting the Bridge Property.

Nothing contained in this Section shall relieve Buyer of its obligations to conduct a diligent inquiry of the Property under this Agreement.

#### **4.2 Property Disclosures**

(a) California law requires sellers to disclose to buyers the presence or potential presence of certain Hazardous Materials. Accordingly, Buyer is advised that occupation of the Bridge Property may lead to exposure to Hazardous Materials such as gasoline, diesel, and other vehicle fluids, vehicle exhaust, methane, and building materials containing chemicals, such as formaldehyde. By execution of this Agreement, Buyer acknowledges that the notices and warnings, set forth above, satisfy the requirements of California Health and Safety Code Section 25359.7 and related statutes.

(b) According to the United States Geological Survey, roughly one-quarter of the San Francisco Bay region may be exposed to liquefaction. More information about the potential areas of liquefaction may be found at <http://geomaps.wr.usgs.gov/sfgeo/liquefaction/susceptibility>.

(c) The Bridge Property is located within a wildland area that may contain substantial forest fire risks and hazards and is subject to the requirements of California Public Resources Code Section 4291.



(d) The Bridge Property lies within a mapped deep-seated landslide of unknown extent and total depth.

(e) Nothing contained in this Section shall limit any of the provisions of this Article or relieve Buyer of its obligations to conduct a diligent inquiry under this Agreement, nor shall any such matters limit any of the provisions of Section 4.4 [“As-Is” Purchase] or Section 4.5 [Release of City].

### **4.3 Entry and Indemnity**

In connection with any entry by Buyer or its Agents (as defined in Section 10.7 below) onto the Bridge Property, Buyer shall give City reasonable advance written notice of such entry and shall conduct such entry and any related inspections so as to minimize, to the extent possible, interference with uses being made of the Bridge Property and otherwise in a manner and on terms and conditions acceptable to City. All entries by Buyer or its Agents onto the Bridge Property to perform any testing or other investigations that could affect the physical condition or uses of the Bridge Property (including soil borings) will be made only pursuant to the terms and conditions of a permit to enter in form and substance satisfactory to City. Without limiting the foregoing, prior to any entry to perform any on-site testing, Buyer shall give City written notice that specifies the identity of the company or persons who will perform such testing, the precise time and location of the testing, and the proposed scope of the testing. City shall have the right to approve, disapprove, or condition and limit the proposed testing, at City’s sole discretion, within ten (10) business days after receipt of such notice. If Buyer or its Agents take any sample from the Bridge Property in connection with any approved testing, Buyer shall provide to City a portion of such sample being tested to allow City, if it so chooses, to perform its own testing. City or its representative may be present to observe any testing or other inspection performed on the Bridge Property. Buyer shall promptly deliver to City copies of any reports relating to any testing or other inspection of the Bridge Property performed by Buyer or its Agents but shall not deliver copies of any such reports to any other person or entity without Buyer’s prior written approval. Buyer shall keep all test results and information strictly confidential, and shall indemnify, reimburse, defend, and hold City harmless from and against any loss, cost, expense, or damage resulting from Buyer’s failure to keep any information obtained from an inspection or testing of the Bridge Property strictly confidential; provided, however, Buyer shall not be liable if and to the extent Buyer is required to disclose such information pursuant to a court order or applicable law. Buyer shall comply with all laws, ordinances, rules, regulations, orders, and the like in connection with any entry onto or testing of the Bridge Property.

Subject to Section 7.2 herein, Buyer shall maintain, and shall require that its Agents maintain, public liability and property damage insurance in amounts and in form and substance adequate to insure against all liability of Buyer and its Agents, arising out of any entry or inspection of the Bridge Property in connection with the transaction contemplated in this Agreement, and Buyer shall provide City with evidence of such insurance coverage upon request from City.

To the fullest extent permitted under law, Buyer shall indemnify, defend, and hold harmless City, its Agents, and each of them, from and against any liabilities, costs, damages, losses, liens, claims, and expenses (including reasonable fees of attorneys, experts, and consultants and related costs) arising out of or relating to any entry on, under, or about the Bridge Property by Buyer or its Agents in performing any inspections, testings, or inquiries permitted under this Agreement, whether prior to the date of this Agreement or during its term, including any injuries or deaths to any persons (including Buyer’s Agents) and damage to any property, from any cause whatsoever. The foregoing indemnity shall survive beyond the Closing, or, if the sale is not consummated, beyond the termination of this Agreement.

#### 4.4 “As-Is” Purchase

BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT CITY IS SELLING AND BUYER IS PURCHASING CITY’S INTEREST IN THE BRIDGE PROPERTY ON AN “AS-IS WITH ALL FAULTS” BASIS. BUYER IS RELYING SOLELY ON ITS INDEPENDENT INVESTIGATION AND NOT ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM CITY OR ITS AGENTS AS TO ANY MATTERS CONCERNING THE BRIDGE PROPERTY, ITS SUITABILITY FOR BUYER’S INTENDED USES OR ANY OF THE BRIDGE PROPERTY CONDITIONS. CITY DOES NOT GUARANTEE THE LEGAL, PHYSICAL, GEOLOGICAL, ENVIRONMENTAL, OR OTHER CONDITIONS OF THE BRIDGE PROPERTY, NOR DOES IT ASSUME ANY RESPONSIBILITY FOR THE COMPLIANCE OF THE BRIDGE PROPERTY OR ITS USE WITH ANY STATUTE, ORDINANCE, OR REGULATION. IT IS BUYER’S SOLE RESPONSIBILITY TO DETERMINE ALL BUILDING, PLANNING, ZONING, AND OTHER REGULATIONS RELATING TO THE BRIDGE PROPERTY AND THE USES TO WHICH IT MAY BE PUT.

#### 4.5 Release of City

As part of its agreement to purchase the Bridge Property in its “As-Is With All Faults” condition, Buyer, on behalf of itself and its successors and assigns, waives any right to recover from, and forever releases and discharges, City, its officers, employees, agents, contractors, and representatives, and their respective heirs, successors, legal representatives, and assigns, from any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs, or expenses whatsoever (including attorneys’ fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way connected with (a) Buyer’s and its Agents past, present, and future use of the Bridge Property, (b) the physical, geological, or environmental condition of the Bridge Property, including any Hazardous Material in, on, under, above, or about the Bridge Property, and (c) any federal, state, local, or administrative law, rule, regulation, order, or requirement applicable thereto, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”, also commonly known as the “Superfund” law), as amended by Superfund Amendments and Reauthorization Act of 1986 (“SARA”) (42 U.S.C. Sections 9601-9657), the Resource Conservation and Recovery Act of 1976, as amended by the Solid Waste and Disposal Act of 1984 (collectively, “RCRA”) (42 U.S.C. Sections 6901-6987), the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977 (collectively the “Clean Water Act”) (33 U.S.C. Section 1251 et seq.), the Toxic Substances Control Act (“TSCA”) (15 U.S.C. Sections 2601-2629), Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.), the Carpenter-Presley-Tanner Hazardous Substance Account Law (commonly known as the “California Superfund” law) (California Health and Safety Code Sections 25300-25395), Hazardous Waste Control Act (California Health and Safety Code Section 25100 et seq.), Hazardous Materials Release Response Plans and Inventory Law (commonly known as the “Business Plan Law”) (California Health and Safety Code Section 25500 et seq.), Porter-Cologne Water Quality Control Act (California Water Code Section 13000 et seq.), and the Safe Drinking Water and Toxic Enforcement Act of 1986 (commonly known as “Proposition 65”) (California Health and Safety Code Section 25249.5 et seq.).

In connection with the foregoing release, Buyer expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF**

**EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

**BY PLACING ITS INITIALS BELOW, BUYER SPECIFICALLY ACKNOWLEDGES AND CONFIRMS THE VALIDITY OF THE RELEASES MADE ABOVE AND THE FACT THAT BUYER WAS REPRESENTED BY COUNSEL WHO EXPLAINED, AT THE TIME THIS AGREEMENT WAS MADE, THE CONSEQUENCES OF THE ABOVE RELEASES.**

**INITIALS: BUYER:**     *UGP*    

**5. CONDITIONS PRECEDENT**

**5.1 Buyer's Conditions Precedent**

Buyer's obligation to purchase the Bridge Property is conditioned upon the following:

(a) Buyer's review and approval of the physical condition of the Bridge Property.

(b) Buyer's review and approval of all zoning, land use, building, environmental, and other statutes, rules, or regulations applicable to the Bridge Property.

**5.2 Contingency Period**

Buyer shall have until 5:00 p.m. San Francisco Time on the date that is ten (10) business days after the Effective Date (defined in Section 10.16 [Effective Date] below) to review and approve or waive Buyer's Conditions (such period being referred to in this Agreement as the "**Contingency Period**"). If Buyer elects to proceed with the purchase of the Bridge Property, then Buyer shall, before the expiration of the Contingency Period, notify City in writing that Buyer has approved all such matters. If before the end of the Contingency Period Buyer fails to give City such written notice and fails to object to any of Buyer's Conditions, then Buyer shall be deemed to have waived Buyer's Conditions. Notwithstanding the foregoing, if Buyer objects to any of the matters contained within Section 5.1 [Buyer's Conditions Precedent] within the Contingency Period, then City may remove or remedy any objectionable matter, although it will have no obligation to do so. If City elects to remove or remedy the objectionable matter, it shall notify Buyer within ten (10) days following Buyer's notice of objection, and the Closing Date (as defined in Section 6.2 [Closing Date] below) shall be delayed for so long as City diligently pursues such removal or remedy. If and when City elects not to remove or remedy the objectionable matter, which City may do at any time including following an initial election to pursue remedial or corrective actions, this Agreement shall automatically terminate, the Purchase Price shall be returned to Buyer, and neither Party shall have any further rights or obligations under this Agreement except as provided in Section 4.3 [Entry and Indemnity], Section 8.2 [Brokers], or Section 10.4 [Authority of Buyer], or as otherwise expressly provided in this Agreement.

**5.3 City's Condition Precedent**

The following are conditions precedent to City's obligation to sell the Bridge Property to Buyer ("**City's Conditions Precedent**"):

(a) Buyer shall have performed all of its obligations pursuant to or in connection with this Agreement and all of Buyer's representations and warranties shall be true and correct.

(b) A resolution approving and authorizing the transaction contemplated by this Agreement shall have been adopted by City's Board of Supervisors and Mayor, at their respective sole and absolute discretion, and duly enacted on or before September 30, 2022.

#### **5.4 Failure of City's Conditions Precedent**

Each of City's Conditions Precedent are intended solely for City's benefit. If any of City's Conditions Precedent are not satisfied as provided above, at its option, City may terminate this Agreement. Upon any such termination, neither Party shall have any further rights or obligations under this Agreement except as provided in Section 4.3 [Entry and Indemnity], Section 8.2 [Brokers], or Section 10.4 [Authority of Buyer] or as otherwise expressly provided in this Agreement

### **6. ESCROW AND CLOSING**

#### **6.1 Escrow**

Within five (5) days after the Parties have executed this Agreement, Buyer and City shall deposit an executed counterpart of this Agreement with Buyer who shall perform the duties of escrow under this Agreement, and this instrument shall serve as the instructions to the Buyer in its capacity as the escrow holder under this Agreement for consummation of the purchase and sale contemplated herein. City and Buyer agree to execute such supplementary escrow instructions as may be appropriate to enable the Buyer to comply with the terms of this Agreement; provided, however, in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall control.

#### **6.2 Closing Date**

The Closing shall be held, and delivery of all items to be made at the Closing under the terms of this Agreement shall be made, at the offices of the Buyer on (a) the date that is ninety (90) days after the enactment of City's Board of Supervisors resolution referred to in Section 5.3(b) [City's Condition Precedent] above, or if such date is not a business day, then upon the next ensuing business day, before 1:00 p.m. San Francisco time, or (b) such earlier date and time as Buyer and City may mutually agree upon in writing (the "**Closing Date**"). Such date and time may not be extended without the prior written approval of both City and Buyer.

#### **6.3 Deposit of Documents**

- (a) At or before the Closing, City shall deposit into escrow the following items:
- (i) the duly executed and acknowledged original Deed conveying Fee Parcel 1 and Fee Parcel 2 to Buyer; and
  - (ii) the duly executed and acknowledged TCE Deed conveying the TCE to Buyer.
- (b) At or before the Closing, Buyer shall deposit into escrow the following items:

- (i) the amount of the Purchase Price;
  - (ii) a duly executed Certificate of Acceptance of the Deed conveying the Fee Parcel 1 and Fee Parcel 2 to Buyer;
  - (iii) a duly executed counterpart of the TCE Deed; and
  - (iv) such resolutions, authorizations, or other documents as City may reasonably require to demonstrate the authority of Buyer 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 Buyer to act for and bind Buyer.
- (c) City and Buyer shall each deposit such other instruments as are reasonably required to close the escrow and consummate the purchase of the Bridge Property in accordance with the terms of this Agreement.

#### **6.4 Buyer as Real Estate Reporting Person**

Section 6045(e) of the United States Internal Revenue Code of 1986 and the regulations promulgated thereunder (collectively, the “**Reporting Requirements**”) require that certain information be made to the United States Internal Revenue Service, and a statement to be furnished to City, in connection with the Closing. Buyer and City agree that if the Closing occurs, Buyer will be responsible for closing the transaction contemplated in this Agreement and is designated as the real estate reporting person (defined in the Reporting Requirements) for such transaction. Buyer shall perform all duties required of the real estate reporting person for the Closing under the Reporting Requirements, and Buyer and City shall each timely furnish Buyer with any information reasonably requested by Buyer and necessary for the performance of its duties under the Reporting Requirements with respect to the Closing.

#### **6.5 Prorations**

Any real property taxes, assessments, and any other expenses normal to the operation and maintenance of the Bridge Property shall be prorated as of 12:01 a.m. on the date the Deed is recorded, based on a three hundred sixty-five (365)-day year. City and Buyer agree that if any of the above described prorations cannot be calculated accurately on the Closing Date, then the same shall be calculated as soon as reasonably practicable after the Closing Date and either Party owing the other Party a sum of money based on such subsequent proration(s) shall promptly pay said sum to the other Party.

### **7. RISK OF LOSS**

#### **7.1 Loss**

City shall give Buyer notice of the occurrence prior to the Closing of damage or destruction of, or the commencement of condemnation proceedings affecting any portion of the Bridge Property. If all or any portion of the Bridge Property is condemned, destroyed, or damaged by fire or other casualty prior to the Closing, then, at Buyer’s option to be exercised within ten (10) days of City’s notice of the occurrence of the damage or destruction or the commencement of condemnation proceedings, Buyer may either terminate this Agreement or consummate the purchase for the full Purchase Price as required by this Agreement. If Buyer elects to terminate this Agreement or fails to give City notice within such ten (10)-day period that Buyer will proceed with the purchase, then this Agreement shall terminate at the end of such ten (10)-day period, and

neither Party shall have any further rights or obligations under this Agreement except as provided in Section 4.3 [Entry and Indemnity], Section 8.2 [Brokers], or Section 10.4 [Authority of Buyer], or otherwise expressly provided in this Agreement. If Buyer elects to proceed with the purchase of the Bridge Property, then upon the Closing, Buyer shall receive a credit against the Purchase Price payable under this Agreement equal to the amount of any insurance proceeds or condemnation awards actually collected by City as a result of any such damage or destruction or condemnation, plus the amount of any insurance deductible, less any sums expended by City toward the restoration or repair of the Bridge Property. If the proceeds or awards have not been collected as of the Closing Date, then City shall assign such proceeds or awards to Buyer, except to the extent needed to reimburse City for sums expended to collect such proceeds or repair or restore the Bridge Property, and Buyer shall not receive any credit against the Purchase Price with respect to such proceeds or awards.

If there occurs any partial damage to the Bridge Property or destruction of any of the improvements thereon to be acquired by Buyer, or any condemnation proceeding with respect to a portion of the Bridge Property, between the date this Agreement is fully executed and the Closing Date, Buyer shall nonetheless be bound to purchase the Bridge Property pursuant to the terms of this Agreement, without regard to the occurrence or effect of any such damage, destruction or condemnation proceeding, provided that the following conditions are satisfied: **(a)** the cost to repair any damage or destruction, or the diminution on the fair market value of the remaining Bridge Property, as the case may be, and does not exceed the Purchase Price, and **(b)** upon the Closing, Buyer shall receive a credit against the Purchase Price equal to the amount of any insurance proceeds or condemnation awards that City collects as a result of any such event to the extent such amounts represent Buyer's interest in the Bridge Property, plus the amount of any insurance deductible, but less any sums City expends toward the restoration or repair of the Bridge Property. If City has not collected the proceeds or awards as of the Closing Date, then City shall assign such amounts to Buyer, except to the extent necessary to reimburse City for sums City has expended to repair or restore the Bridge Property.

## **7.2 Self-Insurance**

Notwithstanding anything to the contrary above, Buyer and City mutually acknowledge that the other self-insures and shall not be obligated to purchase any third-party commercial liability insurance or property insurance.

## **8. EXPENSES**

### **8.1 Expenses**

Buyer shall pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by State, the premium charged therefor and any other costs and charges of the escrow for the sale.

### **8.2 Brokers**

Each Party represents and warrants to the other Party that no broker or finder was instrumental in arranging or bringing about this transaction and that there are no claims or rights for brokerage commissions or finder's fees in connection with the transactions contemplated by this Agreement. If any person brings a claim for a commission or finder's fee based on any contact, dealings, or communication with Buyer or City, then the Party through whom such person makes a claim shall defend the other Party from such claim, and shall indemnify the indemnified Party from, and hold the indemnified Party harmless against, any and all costs,

damages, claims, liabilities, or expenses (including reasonable attorneys' fees and disbursements) that the indemnified Party incurs in defending against the claim. The provisions of this Section shall survive the Closing, or, if the purchase and sale is not consummated for any reason, any termination of this Agreement.

**9. Reserved.**

**10. GENERAL PROVISIONS**

**10.1 Notices**

Any notice, consent, or approval required or permitted to be given under this Agreement 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):

CITY:

San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 10<sup>th</sup> Floor  
San Francisco, California 94102  
Attn: Real Estate Director  
Re: Caltrans SR 84 – Alameda  
Creek Bridge Replacement

with a copy to:

Vincent L. Brown  
Deputy City Attorney  
Office of the City Attorney  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco, California 94102  
Re: Caltrans SR 84 – Alameda  
Creek Bridge Replacement

BUYER:

State of California  
Department of Transportation  
111 Grand Avenue  
Oakland, CA 94612  
Attn: Lam Nguyen, R/W 13<sup>th</sup> Floor - ACQ

with a copy to:

N/A

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

**10.2 Successors and Assigns**

This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors, heirs, legal representatives, administrators, and assigns. Buyer's rights and obligations under this Agreement shall not be assignable without City's prior written consent; provided, however, even if City approves any such proposed assignment, in no event shall Buyer be released of any of its obligations under this Agreement.

### **10.3 Amendments**

This Agreement may be amended or modified only by a written instrument executed by Buyer and City.

### **10.4 Authority of Buyer**

Buyer represents and warrants to City that Buyer is a public agency, duly organized, validly existing, and in good standing under the laws of the State of California. Buyer further represents and warrants to City that this Agreement and all documents executed by Buyer that are to be delivered to City at Closing: **(a)** are or at the time of Closing will be duly authorized, executed, and delivered by Buyer; **(b)** are or at the time of Closing will be legal, valid, and binding obligations of Buyer; enforceable against Buyer in accordance with its terms, and **(c)** do not, and at the time of Closing will not, violate any provision of any agreement or judicial order to which Buyer is a party or to which Buyer is subject. Notwithstanding anything to the contrary in this Agreement, the foregoing representations and warranties and any and all other representations and warranties of Buyer contained in this Agreement or in other agreements or documents executed by Buyer in connection herewith, shall survive the Closing Date.

### **10.5 Governing Law**

This Agreement shall be governed by, subject to, and construed in accordance with the laws of the State of California and City's Charter and Administrative Code.

### **10.6 Merger of Prior Agreements**

This Agreement, together with the attached exhibits, contain, any and all representations, warranties, and covenants made by Buyer and City and constitutes the entire understanding between the Parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda, or agreements are replaced in total by this Agreement together with the attached exhibits.

### **10.7 Parties and Their Agents**

The term "**Buyer**" as used in this Agreement shall include the plural as well as the singular. If Buyer consists of more than one (1) individual or entity, then the obligations under this Agreement imposed on Buyer shall be joint and several. As used in this Agreement, the term "**Agents**" when used with respect to either Party shall include the agents, employees, officers, contractors and representatives of such Party.

### **10.8 Interpretation of Agreement**

The article, section, and other headings of this Agreement and the table of contents are for convenience of reference only and shall not affect the meaning or interpretation of any provision contained in this Agreement. Whenever the context so requires, the use of the singular shall be deemed to include the plural and vice versa, and each gender reference shall 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 this Agreement. In addition, each Party has been 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. The provisions of this Agreement shall be interpreted in a reasonable manner to effectuate the purposes of the Parties and this Agreement. Use of the word "including"



or similar words shall 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,” “but not limited to,” or similar words, are used.

#### **10.9 Time of Essence**

Time is of the essence with respect to the performance of the Parties’ respective obligations contained in this Agreement.

#### **10.10 No Merger**

The obligations contained in this Agreement shall not merge with the transfer of title to the Bridge Property and shall remain in effect until fulfilled.

#### **10.11 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, or agent of City shall be personally liable to Buyer, its successors and assigns, in the event of any default or breach by City or for any amount that may become due to Buyer or its successors and assigns, or for any obligation of City under this Agreement.

#### **10.12 Conflicts of Interest**

Through its execution of this Agreement, Buyer acknowledges that it is familiar with the provisions of 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 which constitute a violation of said provisions and agrees that if it becomes aware of any such fact during the term of this Agreement, Buyer shall immediately notify City.

#### **10.13 Sunshine Ordinance**

Buyer acknowledges 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. Buyer acknowledges that City may disclose any records, information, and materials submitted to City in connection with this Agreement.

#### **10.14 Tropical Hardwood and Virgin Redwood Ban**

City urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code.

#### **10.15 No Recording**

Neither this Agreement nor any memorandum or short form of this Agreement may be recorded by Buyer.

### **10.16 Effective Date**

As used in this Agreement, the term “**Effective Date**” shall mean the date on which both Parties shall have executed and delivered this Agreement; provided, that the Agreement and the transactions contemplated by the Agreement shall have been authorized **(a)** in a manner required by law governing Buyer, **(b)** by a duly adopted resolution of City’s Public Utilities Commission, and **(c)** a duly adopted resolution or ordinance of City’s Board of Supervisors and Mayor.

### **10.17 Severability**

If any term or provision of this Agreement or the application of any term or provision of this Agreement to any person, entity, or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law, except to the extent that enforcement of this Agreement without the invalidated provision would be unreasonable or inequitable under all the circumstances or would frustrate a fundamental purpose of this Agreement.

### **10.18 Acceptance by Buyer**

This Agreement shall be null and void unless it is accepted by Buyer and two (2) fully Buyer-executed copies of this Agreement are returned to City on or before 5:00 p.m. San Francisco time on September 30, 2022.

### **10.19 Counterparts**

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

### **10.20 Cooperative Drafting.**

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

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, BUYER ACKNOWLEDGES AND AGREES THAT NO OFFICER OR EMPLOYEE OF CITY HAS AUTHORITY TO COMMIT CITY TO THIS AGREEMENT UNLESS AND UNTIL A RESOLUTION OF CITY’S PUBLIC UTILITIES COMMISSION AND A DULY ADOPTED RESOLUTION OR ORDINANCE OF CITY’S BOARD OF SUPERVISORS AND MAYOR SHALL HAVE BEEN DULY ENACTED APPROVING THIS AGREEMENT AND AUTHORIZING THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF CITY UNDER THIS AGREEMENT ARE CONTINGENT UPON THE DUE ENACTMENT OF SUCH A RESOLUTION, AND THIS AGREEMENT SHALL BE NULL AND VOID IF CITY’S PUBLIC UTILITIES COMMISSION AND CITY’S BOARD OF SUPERVISORS AND MAYOR DO NOT APPROVE THIS AGREEMENT AT THEIR RESPECTIVE SOLE DISCRETION. APPROVAL OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT BY ANY OTHER DEPARTMENT, COMMISSION, OR AGENCY OF CITY SHALL NOT BE

DEEMED TO IMPLY THAT SUCH RESOLUTION WILL BE ENACTED NOR WILL ANY SUCH APPROVAL CREATE ANY BINDING OBLIGATIONS ON CITY.

*[SIGNATURES ON FOLLOWING PAGE]*

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

**CITY:**

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

**BUYER:**

STATE OF CALIFORNIA,  
a California public agency, acting by and  
through its DEPARTMENT OF  
TRANSPORTATION

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

DocuSigned by:  
*Allison G. Paich*  
By: \_\_\_\_\_  
75DA7EC4857A41D  
[JULIE MCDANIEL]

Date: \_\_\_\_\_

Its: Acting Deputy District Director, Right of  
Way

Date: 05/20/2022 | 11:56:29 AM PDT  
\_\_\_\_\_

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

By: \_\_\_\_\_  
Vincent L. Brown  
Deputy City Attorney

**EXHIBIT A**

**DESCRIPTION OF CITY'S REAL PROPERTY**

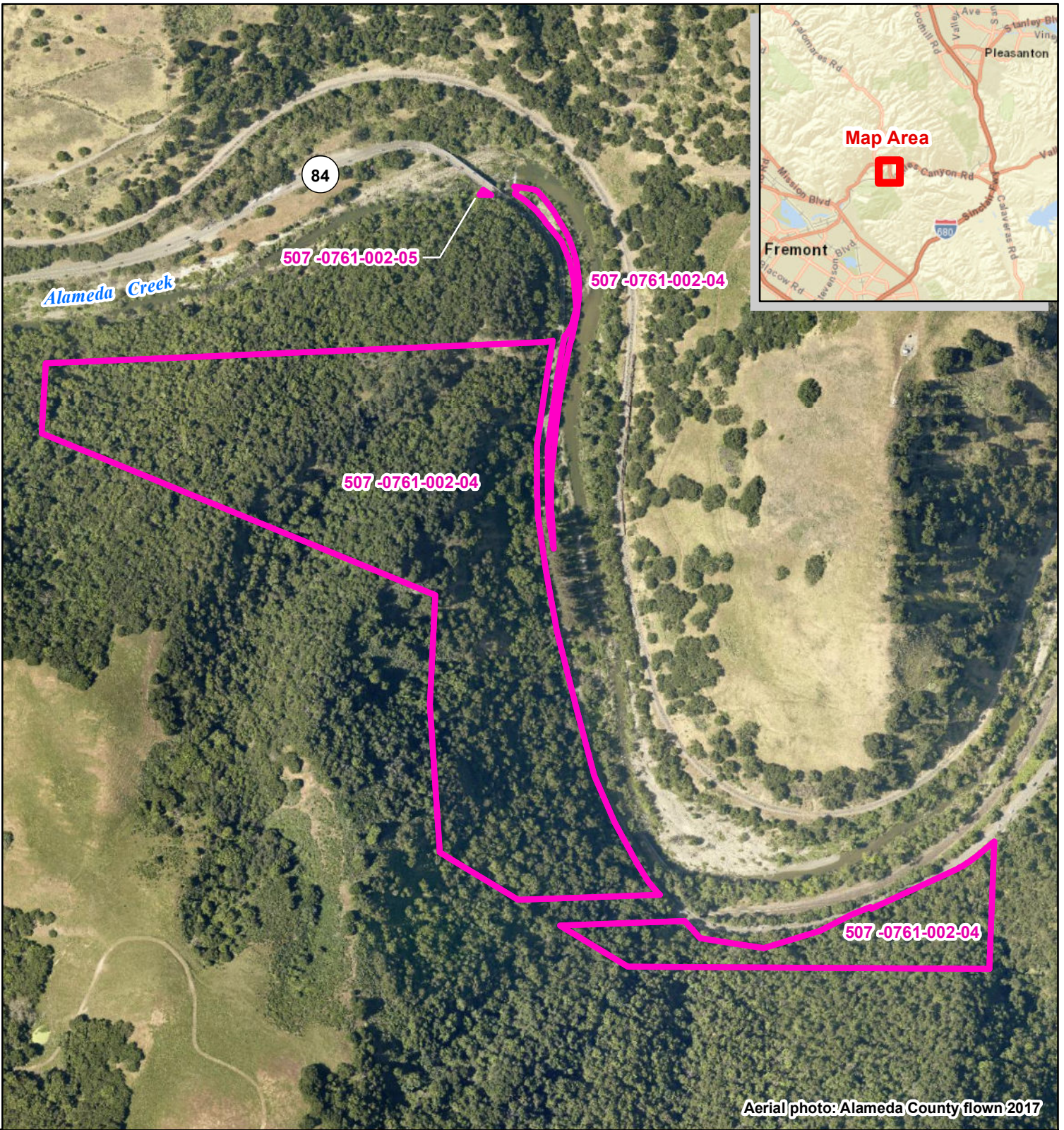
All that certain real property located in the County of Alameda, State of California, described as follows:

A portion of Parcel 57 in the Indenture to the City and County of San Francisco, a municipal corporation of the State of California, dated and recorded March 3, 1930, in Book 2350, at Page 1, of the Official Records of Alameda County.

**EXHIBIT B**

**DEPICTION OF CITY'S REAL PROPERTY**

*[see attached]*

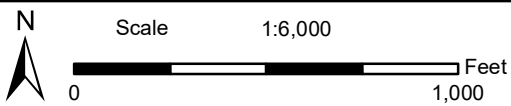


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**Legend**

 City's Real Property

The City does not guarantee that the information is accurate or complete. The City is not responsible for any damages arising from the use of data. Users should verify the information before making project commitments.



**Exhibit B**  
**City's Real Property**  
**Alameda Creek**  
**Bridge Replacement**

Date: 5-24-21 Author: JGL

**EXHIBIT C**

**FORM OF QUITCLAIM DEED**

RECORDING REQUESTED BY,  
AND WHEN RECORDED RETURN TO:

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

and

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

MAIL TAX STATEMENTS TO:

State of California  
Department of Transportation

\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

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)

Portions of APN 507-761-2-4 and 507-761-2-5

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

**QUITCLAIM DEED**

(Portions of Assessor's Parcel Nos. 507-761-2-5 and 507-761-2-4)

FOR VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged, the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City"), pursuant to Resolution No. \_\_\_\_\_, adopted by the Board of Supervisors on \_\_\_\_\_, 20\_\_\_\_, and approved by the Mayor on \_\_\_\_\_, 20\_\_\_\_, hereby RELEASES, REMISES, AND QUITCLAIMS to STATE OF CALIFORNIA, a California public agency, acting by and through its DEPARTMENT OF TRANSPORTATION, any and all right, title, and interest City may have in and to the real property located in the unincorporated Town of Sunol, County of Alameda, State of California, described on the attached **Exhibit 1** (the "**Property**") and depicted in the Depiction of the Property attached as **Exhibit 2**, which exhibits are made a part of this Deed.

Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation



By: \_\_\_\_\_  
ANDRICO Q. PENICK  
Director of Property

DESCRIPTION CHECKED/APPROVED:

By: \_\_\_\_\_  
R. Edward Peterson  
SFPUC Chief Surveyor

**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 San Francisco )

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)

**CERTIFICATE OF ACCEPTANCE**

THIS IS TO CERTIFY, That the State of California, acting by and through the Department of Transportation (pursuant to Government Code Section 27281), hereby accepts for public purposes the real property described in the within deed and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**STEVEN D. KECK**  
Acting Director of Transportation

By \_\_\_\_\_  
JULIE MCDANIEL, Attorney in Fact  
Deputy District Director  
Right of Way and Land Surveys

**EXHIBIT 1 TO QUITCLAIM DEED**

**Description of the Property**

All that certain real property in Alameda County described and being a portion of PARCEL 57 in the Indenture to the City and County of San Francisco, a municipal corporation of the State of California dated and recorded March 3, 1930, in Book 2350, at Page 1, of the Official Records of Alameda County, and more particularly described as:

**Fee Parcel 1**

A fee simple interest in an approximately 2,618 square foot strip of unimproved real property constituting a portion of SFPUC Parcel 57 designated as Caltrans Parcel No. 63662-1 in the attached **Exhibit 1-1**.

**Fee Parcel 2**

A fee simple interest in an approximately 19,033 square foot portion of unimproved real property constituting a portion of SFPUC Parcel 57 designated as Caltrans Parcel No. 63663-1 in the attached **Exhibit 1-2**.

**EXHIBIT 1-1 TO QUITCLAIM DEED**

**Description of Fee Parcel 1**

[Parcel 57; Caltrans Parcel No. 63662-1]

*[See Attached]*

Number
63662

**Exhibit "1-1"**

All that real property situated in the unincorporated area of Alameda County, State of California being a portion of Parcel 57 as said parcel is described in that certain Deed from Spring Valley Water Company to the City and County of San Francisco, recorded on March 3, 1930, in Book 2350 of Official Records at page 1, Alameda County and also being a portion of northwest 1/4 of the southeast 1/4 of Section 11, Township 4 South, Range 1 West, Mount Diablo Base and Meridian, and being more particularly described as follows:

**PARCEL 1 (63662-1):**

COMMENCING at a metal T-bar, shown as monument "N-21" on the State of California Right-Of-Way Record Map R-11.6, said monument "N-21", bears South  $66^{\circ}34'51''$  West, 1,212.59 feet, (as calculated from said Record Maps South  $66^{\circ}34'34''$  West, 1,212.59 feet), from T-bar, "N-24", shown on Right-Of-Way Record Map R-11.7, 4-ALA-84; said T-bar, "N-21" also bears North  $83^{\circ}54'31''$  West, 1,787.31 feet, (as calculated from said Record Maps North  $83^{\circ}54'56''$  West, 1,787.16 feet), from T-bar, "N-27", shown on said Record Map R-11.7; thence from said T-bar, "N-21", North  $65^{\circ}27'10''$  East, 694.48 feet to the intersection of the general northerly right-of-way line of State Route 84 as shown on said Record Map R-11.6, 4-ALA-84, and the general southerly line of the strip of land described in that certain Quitclaim Deed from Southern Pacific Transportation Company to Alameda County, recorded on April 23, 1985 as Document Number 85-077991, Official Records of Alameda County; thence along last said general southerly line the following two courses: 1) North  $44^{\circ}16'36''$  East, 53.56 feet to the beginning of a tangent curve concave to the southeast; 2) along said curve having a radius of 681.96 feet, through a central angle of  $33^{\circ}36'52''$ , and an arc length of 400.09 feet to the common line between the lands of Alameda County Water District described in that certain Grant Deed, recorded on October 20, 1994 as Document Number 94338969, Official Records of Alameda County and said Parcel 57, and the POINT OF BEGINNING; thence easterly along said general southerly line, along the continuation of said curve having a radius of 681.96 feet, through a central angle of  $13^{\circ}37'31''$ , and an arc length of 162.17 feet to said general northerly right-of-way line as shown on said Right-Of-Way Record Map R-11.7, 4-ALA-84; thence along said general northerly right-of-way line, South  $69^{\circ}26'30''$  West, 98.53 feet to said common line; thence along said common line, North  $74^{\circ}03'32''$  West, 71.60 feet to the POINT OF BEGINNING;

TOGETHER WITH underlying fee interest, if any, contiguous to the above-described property in and to the adjoining State Highway.

Containing an area of 2,618 square feet, more or less.

Number
63662

The bearings and distances used in the above description are based on the California Coordinates System of 1983, Zone 3, Epoch 1991.35. Multiply distances by 1.00007106 to obtain ground distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: Raymond C Sullivan  
Raymond Sullivan, PLS No. 8337

Date: 7/19/18



**EXHIBIT 1-2 TO QUITCLAIM DEED**

**Description of Fee Parcel 2**

[Parcel 57; Caltrans Parcel No. 63663-1]

*[See attached]*



Number
63663-1

### Exhibit "1-2"

All that real property situated in the City of Fremont and the unincorporated area of Alameda County, State of California, being those portions of Parcel 57 as said parcel is described in that certain Deed from Spring Valley Water Company to the City and County of San Francisco, recorded on March 3, 1930, in Book 2350 of Official Records at page 1, Alameda County and being more particularly described as follows:

COMMENCING at monument GPS10, being a 1" iron pipe with plastic plug and tack stamped "Control", which bears South 89°58'32" West, 6,223.11 feet from monument DG575, being a PK nail and shiner stamped "CALTRANS", as said monuments are shown on the State of California Record of Survey, R/S NO. 2164, monument map number S-726.0 and filed for record on October 29, 2007, in Book 32 of Records of Survey at pages 42 and 43, Alameda County Records; thence North 66°34'39" East, 1,001.68 feet to the beginning of a non-tangent curve concave to the southwest to which a radial line, bears North 20°05'39" East; thence southeasterly along said curve having a radius of 683.00 feet, through a central angle of 19°13'26", and an arc length of 229.16 feet to the intersection with the general southerly line of a strip of land as described in that certain Quitclaim Deed to Alameda County recorded on April 23, 1985 as Document Number 85-077991, Official Records of Alameda County, being a point on a non-tangent curve, concave to the southwest and having a radius of 681.96 feet to which a radial line bears North 36°06'50" East and the **POINT OF**

Number
63663-1

**BEGINNING** of this description; thence leaving said general southerly line, southeasterly along the continuation of said curve having a radius of 683.00 feet, through an angle of 6°48'00", and an arc length of 81.06 feet; thence South 43°52'55" East, 17.30 feet to the beginning of a tangent curve concave to the southwest; thence along said curve having a radius of 623.00 feet, through a central angle of 25°21'08", and an arc length of 275.67 feet to a point of compound curvature; thence along said curve having a radius of 600.00 feet, through a central angle of 25°00'29", and an arc length of 261.88 feet; thence South 6°28'42" West, 68.01 feet to a point on the general northerly right-of-way line of State Route 84 as described in that certain RIGHT-OF-WAY DEED, recorded on August 26, 1929 in Book 2165 of Official Records at page 376, Alameda County, being a point of cusp with a tangent curve concave to the west, to which a radial line bears South 83°31'18" East; thence northerly along said general northerly right-of-way line the following seven courses: 1) along said curve having a radius of 406.00 feet, through a central angle of 5°02'42", and an arc length of 35.75 feet; 2) North 1°26'00" East, 114.46 feet to the beginning of a tangent curve concave to the west; 3) along said curve having a radius of 449.50 feet, through a central angle of 21°50'00", and an arc length of 171.29 feet to a point of compound curvature; 4) along said curve having a radius of 331.13 feet, through a central angle of 33°10'30", and an arc length of 191.73 feet; 5) North 36°25'30" East, 20.00 feet; 6) North 53°34'30" West, 343.66 feet; 7) North 36°25'30" East, 27.05 feet to a point on said general southerly line of said strip of land as described in said Quitclaim Deed, being a point on a non-tangent

Number
63663-1

curve, concave to the southwest, to which a radial line bears North 21°28'29" East;  
 thence southeasterly along last said general southerly line, along said curve having a  
 radius of 681.96 feet, through a central angle of 14°38'21", and an arc length of 174.24  
 feet to the **POINT OF BEGINNING**;

TOGETHER WITH underlying fee interest, if any, contiguous to the above-  
 described property in and to the adjoining State Highway.

Containing an area of 19,033 square feet, more or less.

The bearings and distances used in the above description are based on the  
 California Coordinates System of 1983, Zone 3, Epoch 1991.35. Multiply distances by  
 1.00007106 to obtain ground distances.

This real property description has been prepared by me, or under my direction, in  
 conformance with the Professional Land Surveyors Act.

Signature: Raymond C Sullivan  
 Raymond Sullivan, PLS No. 8337



Date: 6/4/2021

**EXHIBIT 2 TO QUITCLAIM DEED**

**Depiction of the Property**

**Fee Parcel 1**

An approximately 2,618 square foot strip of unimproved real property constituting a portion of SFPUC Parcel 57 designated as Caltrans Parcel No. 63662-1 in the attached **Exhibit 2-1**; and

**Fee Parcel 2**

An approximately 19,033 square foot portion of unimproved real property constituting a portion of SFPUC Parcel 57 designated as Caltrans Parcel No. 63663-1 in the attached **Exhibit 2-2**.

*[See Attached]*

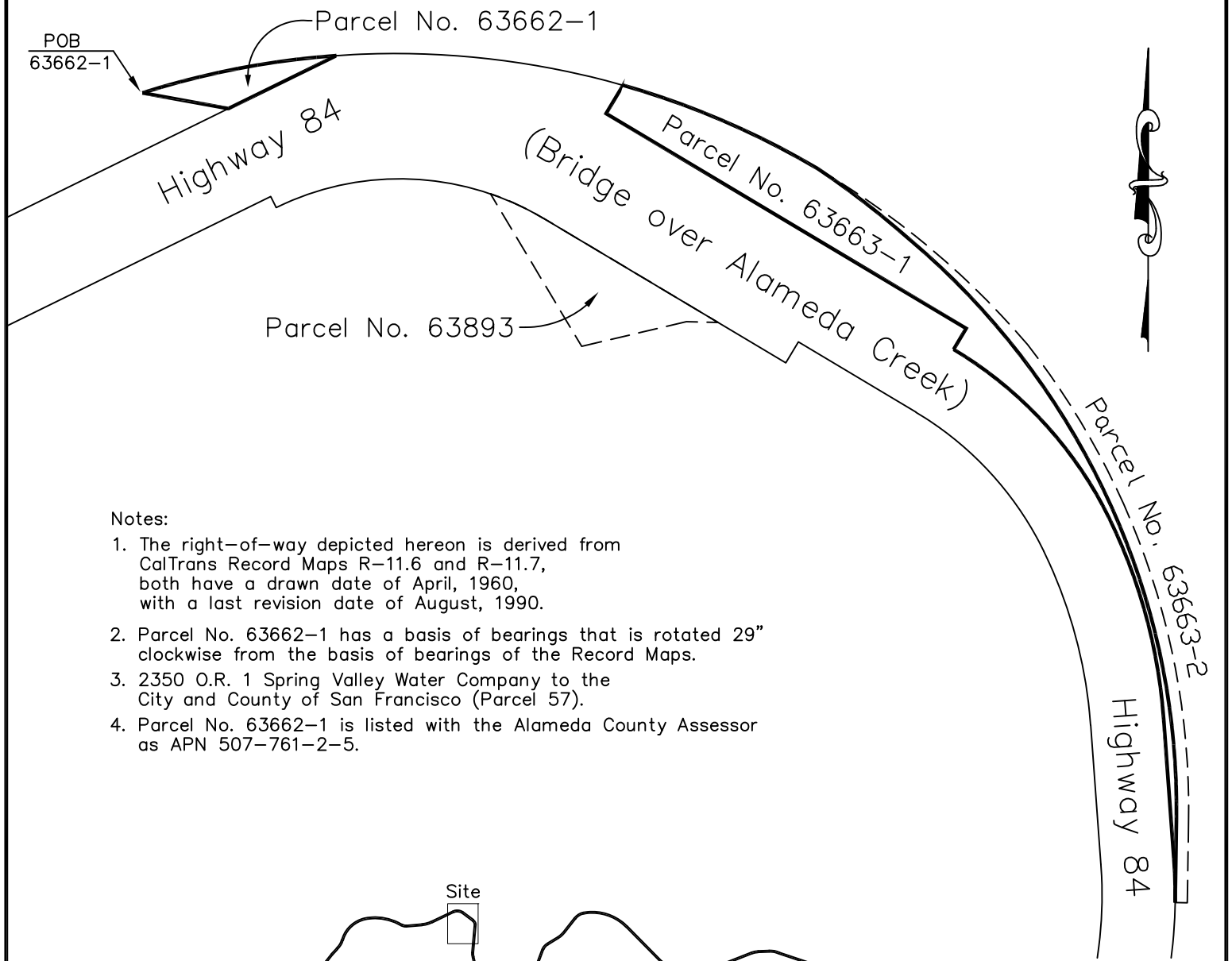
**EXHIBIT 2-1 TO QUITCLAIM DEED**

Depiction of Fee Parcel 1

Parcel 57

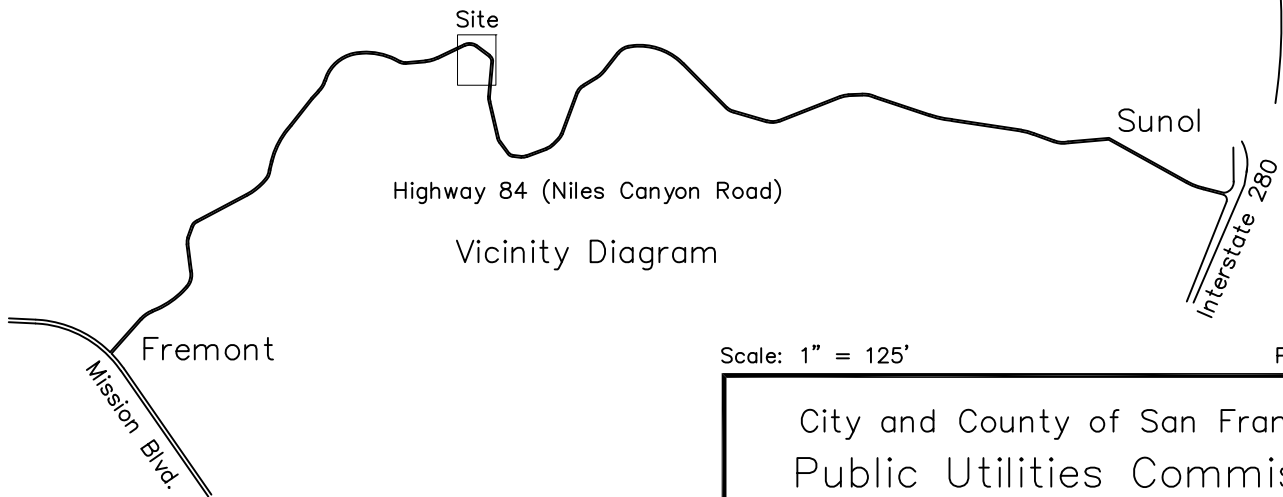
Parcel No. 63662-1 Quitclaimed to State of California Map

*[see attached]*



Notes:

1. The right-of-way depicted hereon is derived from CalTrans Record Maps R-11.6 and R-11.7, both have a drawn date of April, 1960, with a last revision date of August, 1990.
2. Parcel No. 63662-1 has a basis of bearings that is rotated 29" clockwise from the basis of bearings of the Record Maps.
3. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 57).
4. Parcel No. 63662-1 is listed with the Alameda County Assessor as APN 507-761-2-5.



Vicinity Diagram

Scale: 1" = 125'

Page 1 of 1

Legend

- POB Point of Beginning
- O.R. Official Records

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

Parcel 57  
 Parcel No. 63662-1  
 Quitclaimed to State of California  
 Adjacent to Highway 84

Unincorporated Alameda County

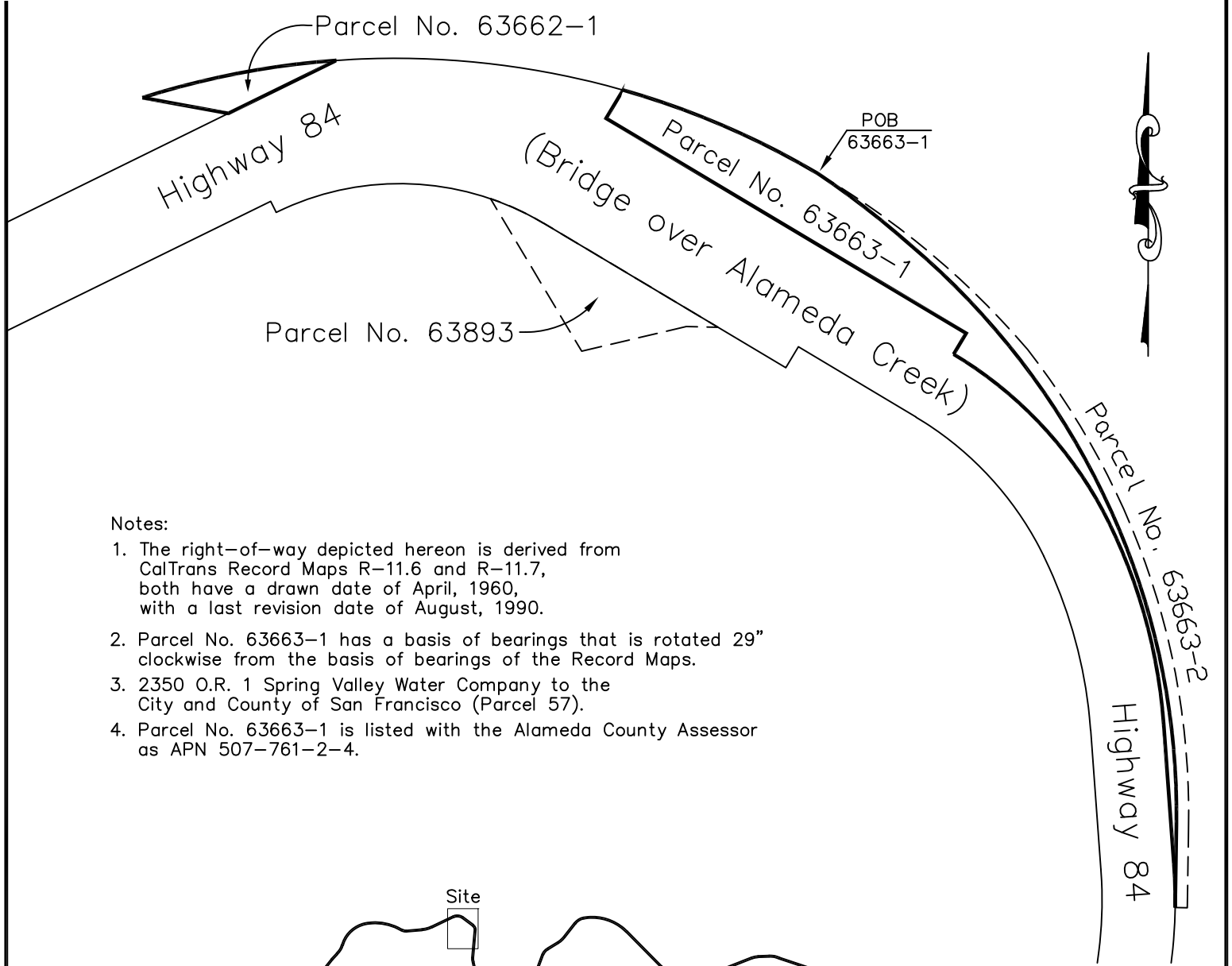
**EXHIBIT 2-2 TO QUITCLAIM DEED**

Depiction of Fee Parcel 2

Parcel 57

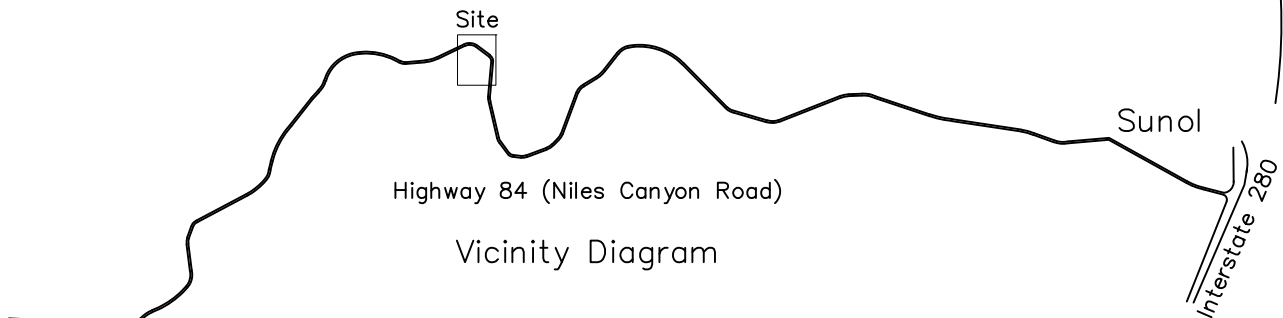
Parcel No. 63663-1 Quitclaimed to State of California Map

*[see attached]*



Notes:

1. The right-of-way depicted hereon is derived from CalTrans Record Maps R-11.6 and R-11.7, both have a drawn date of April, 1960, with a last revision date of August, 1990.
2. Parcel No. 63663-1 has a basis of bearings that is rotated 29" clockwise from the basis of bearings of the Record Maps.
3. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 57).
4. Parcel No. 63663-1 is listed with the Alameda County Assessor as APN 507-761-2-4.



Vicinity Diagram

Scale: 1" = 125'

Page 1 of 1

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

Parcel 57  
 Parcel No. 63663-1  
 Quitclaimed to State of California  
 Adjacent to Highway 84

Unincorporated Alameda County

Legend

- POB Point of Beginning
- O.R. Official Records



**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 San Francisco         )

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 D**

**FORM OF EASEMENT DEED**

RECORDING REQUESTED BY,  
AND WHEN RECORDED RETURN TO:

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

With a conformed copy to:

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

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)

Portions of APN 507-761-2-4 and 507-761-2-5

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

**EASEMENT DEED**  
(Temporary Construction Easement)

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY AND COUNTY OF SAN FRANCISCO, a California municipal corporation (“**Grantor**”), hereby grants to the STATE OF CALIFORNIA, a California public agency (“**Grantee**”), a nonexclusive temporary construction easement (the “**Easement**”) for construction staging and general construction-related activities (defined below in Section 1 [Nature of the Easement]) in connection with the replacement of the Alameda Creek Bridge along State Route 84 (the "**Project**") over, across, along, and upon Grantor's real property located in an unincorporated portion of the County of Alameda, State of California (“**City's Real Property**”), as more particularly described in the attached Exhibit 1. The specific locations of the portion of City's Real Property that are subject to the Easement are described in the attached Exhibit 1-1 and Exhibit 1-2 (the “**Easement Areas**”) and depicted in the Grant of Temporary Construction Easement Maps attached as Exhibit 2-1 and Exhibit 2-2.

**1. Nature of the Easement.** The Easement Area may be used for (a) constructing and maintaining three (3) bent columns to serve as part of the structural support of the new Alameda Creek Bridge, (b) constructing and maintaining a temporary water diversion, (c) vehicular and pedestrian access to the Project work locations, and (d) construction staging. The Easement permits Grantee to use any portion of the Easement Area for (i) the storage, use, and construction staging of trailers, equipment, vehicles, machinery, tools, materials, supplies, and excavated soils in connection with the construction of the Project; (ii) the improvement, repair, and maintenance of the Easement Area, including grading, installation of paving and/or crushed rock, fencing, and management of vegetation impinging on the Easement Area; and (c) such other

rights as are reasonably necessary for the full enjoyment and accomplishment of the purposes of the Easement. Grantee’s rights under this Easement Deed may be exercised by Grantee’s agents, contractors, subcontractors, suppliers, consultants, employees, licensees, invitees, or representatives, or by other authorized persons acting for or on behalf of Grantee.

**2. Term of the 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 SR 84 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 February 28, 2027 (the “**Expiration Date**”).

**3. Restoration of the Easement Area.** Upon the earlier of the Expiration Date or Grantee’s completion of the SR 84 Project, Grantee shall restore, as nearly as reasonably possible, the Easement Area to its condition immediately prior to the commencement of the work related to the SR 84 Project.

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

Grantor:

To: San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 10<sup>th</sup> Floor  
San Francisco, California 94102  
Attn: Real Estate Director  
Facsimile No.: (415) 487-5200

With a copy to: Office of the City Attorney  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco, California 94102-4682  
Attn: Real Estate Finance Team  
Facsimile No.: (415) 554-4755

Grantee:

To: State of California  
Department of Transportation

\_\_\_\_\_  
Facsimile No.: ( ) -

With a copy to: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Facsimile No.: ( ) -

A properly addressed notice transmitted by one of the foregoing methods shall be deemed received upon confirmed delivery, attempted delivery, or rejected delivery. Any telephone

numbers, e-mail addresses, or facsimile numbers provided by one party to the other are for convenience of communication only; neither party may give official or binding notice orally or by e-mail or facsimile transmission.

**5. Run with the Land.** The provisions of this Easement Deed shall run with the land, burden the Easement Area, and bind and inure to the benefit of the respective successors and assigns of Grantee and Grantor. In the event Grantor sells, conveys, or assigns any property interest encumbered by this Easement Deed, Grantor shall notify the successor or assignee of the rights and obligations of both parties as stated in this Agreement.

**6. Exhibits.** The Exhibits referenced in this Easement Deed are attached to and made a part of this Easement Deed.

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

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**GRANTOR:**

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
ANDRICO Q. PENICK  
Director of Property

**APPROVED AS TO FORM:**

DAVID CHIU, City Attorney

By: \_\_\_\_\_  
Vincent L. Brown  
Deputy City Attorney

**DESCRIPTION CHECKED/APPROVED:**

By: \_\_\_\_\_  
R. Edward Peterson  
SFPUC Chief Surveyor

SFPUC Resolution No. \_\_\_\_\_

Adopted: \_\_\_\_\_

**ACCEPTED:**

STATE OF CALIFORNIA,  
a California public agency

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

**EXHIBIT 1 TO EASEMENT DEED**

**Description of City's Real Property**

All that certain real property in Alameda County described and being a portion of PARCEL 57 in the Indenture to the City and County of San Francisco, a municipal corporation of the State of California dated and recorded March 3, 1930, in Book 2350, at Page 1, of the Official Records of Alameda County.

The descriptions of the Easement Areas are more particularly described as:

**TCE Parcel 1**

A temporary construction easement on an approximately 7,895 square foot portion of unimproved real property constituting a portion of SFPUC Parcel 57, which is referred to as Caltrans Parcel No. 63893 in the attached **Exhibit 1-1**.

**TCE Parcel 2**

A temporary construction easement on an approximately 25,863 square foot portion of unimproved real property constituting a portion of SFPUC Parcel 57, which is referred to as Caltrans Parcel No. 63663-2 in the attached **Exhibit 1-2**.

**EXHIBIT 1-1 TO EASEMENT DEED**

**Description of TCE Parcel 1**

[Caltrans Parcel No. 63893]

[*See Attached*]

Number
63893

**EXHIBIT "1-1"**

A TEMPORARY EASEMENT for CONSTRUCTION purposes and incident thereto, upon, over, through and across that real property situated in the City of Fremont and the unincorporated area of Alameda County, State of California , being a portion of Parcel 57 as said parcel is described in that certain Deed from Spring Valley Water Company to the City and County of San Francisco, recorded on March 3, 1930, in Book 2350 of Official Records at page 1, Alameda County and being more particularly described as follows:

COMMENCING at monument GPS10, being a 1" iron pipe with plastic plug and tack stamped "Control", which bears South 89°58'32" West, 6,223.11 feet from monument DG575, being a PK nail and shiner stamped "CALTRANS", as said monuments are shown on the State of California Record of Survey, R/S NO. 2164, monument map number S-726.0 and filed for record on October 29, 2007, in Book 32 of Records of Survey at pages 42 and 43, Alameda County Records; thence North 71°04'10" East, 896.64 feet to a point on the general southerly right-of-way line of State Route 84 as described in that certain RIGHT-OF-WAY DEED, recorded on August 26, 1929 in Book 2165 of Official Records at page 376, Alameda County, being a point on a non-tangent curve concave to the southwest to which a radial line, bears North 24°26'46" East, and the **POINT OF BEGINNING** of this description; thence along said general southerly right-of-way line the following two courses: 1) southeasterly along said curve having a radius of 230.00 feet, through a central angle of 11°58'45", and an



Number
63893

arc length of 48.09 feet; 2) South 53°34'30" East, 166.58 feet to the intersection with the general southerly line of said Parcel 57 as described in said deed; thence leaving the general southerly right-of-way line of State Route 84 and along the general southerly line of said Parcel 57 the following two courses: 1) North 82°56'52" West, 26.08 feet; 2) South 82°17'58" West, 88.13 feet; thence North 25°15'31" West 145.77 feet to the **POINT OF BEGINNING.**

Containing an area of 7,895 square feet, more or less.

Rights to the above described Temporary Easement shall cease and terminate on February 28, 2027. Said right may also be terminated prior to the above date by STATE upon notice to GRANTOR.

The bearings and distances used in the above description are based on the California Coordinates System of 1983, Zone 3, Epoch 1991.35. Multiply distances by 1.00007106 to obtain ground distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: Raymond C Sullivan  
Raymond Sullivan, PLS No. 8337



Date: 6/08/2021

**EXHIBIT 1-2 TO EASEMENT DEED**

**Description of TCE Parcel 2**

[Caltrans Parcel No. 63663-2]

[*See Attached*]

Number
63663-2

**EXHIBIT "1-2"**

A TEMPORARY EASEMENT for CONSTRUCTION purposes and incident thereto, upon, over, through and across that real property situated in the City of Fremont and the unincorporated area of Alameda County, State of California , being a portion of Parcel 57 as said parcel is described in that certain Deed from Spring Valley Water Company to the City and County of San Francisco, recorded on March 3, 1930, in Book 2350 of Official Records at page 1, Alameda County and being more particularly described as follows:

COMMENCING at monument GPS10, being a 1" iron pipe with plastic plug and tack stamped "Control", which bears South 89°58'32" West, 6,223.11 feet from monument DG575, being a PK nail and shiner stamped "CALTRANS", as said monuments are shown on the State of California Record of Survey, R/S NO. 2164, monument map number S-726.0 and filed for record on October 29, 2007, in Book 32 of Records of Survey at pages 42 and 43, Alameda County Records; thence North 66°34'39" East, 1,001.68 feet to the beginning of a non-tangent curve concave to the southwest to which a radial line bears North 20°05'39" East; thence southeasterly along said curve having a radius of 683.00 feet, through a central angle of 19°13'26", and an arc length of 229.16 feet to the intersection with the general southerly line of a strip of land as described in that certain Quitclaim Deed to Alameda County recorded on April 23, 1985 as Document Number 85-077991, Official Records of Alameda County,

Number
63663-2

being a point on a non-tangent, curve concave to the southwest and having a radius of 681.96 feet to which a radial line, bears North 36°06'50" East and the **POINT OF BEGINNING** of this description; thence leaving said general southerly line, southeasterly along the continuation of said curve having a radius of 683.00 feet, through a central angle of 6°48'00", and an arc length of 81.06 feet; thence South 43°52'55" East, 17.30 feet to the beginning of a tangent curve concave to the southwest; thence along said curve having a radius of 623.00 feet, through a central angle of 25°21'08", and an arc length of 275.67 feet to a point of compound curvature; thence along said curve having a radius of 600.00 feet, through a central angle of 25°00'29", and an arc length of 261.88 feet; thence South 6°28'42" West, 47.58 feet; thence South 83°31'18" East, 10.00 feet; thence North 6°28'42" East, 47.58 feet to the beginning of a tangent curve concave to the west; thence along said curve having a radius of 610.00 feet, through a central angle of 25°00'29", and an arc length of 266.25 feet to a point of compound curvature; thence along said curve having a radius of 633.00 feet, through a central angle of 13°51'04", and an arc length of 153.03 feet to the intersection with said general southerly line of said strip of land described in said Quitclaim Deed, being a point on a non-tangent curve concave to the southwest to which a radial line, to last said curve, bears North 55°03'10" East; thence northwesterly, along last said general southerly line, along said curve having a radius of 681.96 feet, through a central angle of 18°56'20", and an arc length of 225.42 feet to the **POINT OF BEGINNING**;

Number
63663-2

Containing an area of 5,844 square feet, more or less.

Rights to the above described Temporary Easement shall cease and terminate on February 28, 2027. Said right may also be terminated prior to the above date by STATE upon notice to GRANTOR.

The bearings and distances used in the above description are based on the California Coordinates System of 1983, Zone 3, Epoch 1991.35. Multiply distances by 1.00007106 to obtain ground distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: Raymond C Sullivan  
Raymond Sullivan, PLS No. 8337



Date: 6/08/2021

**EXHIBIT 2 TO EASEMENT DEED**

**Depiction of Easement Areas**

**TCE Parcel 1**

An approximately 7,895 square foot portion of unimproved real property designated as Caltrans Parcel No. 63893 in the Grant of Temporary Construction Easement Map attached as **Exhibit 2-1**.

**TCE Parcel 2**

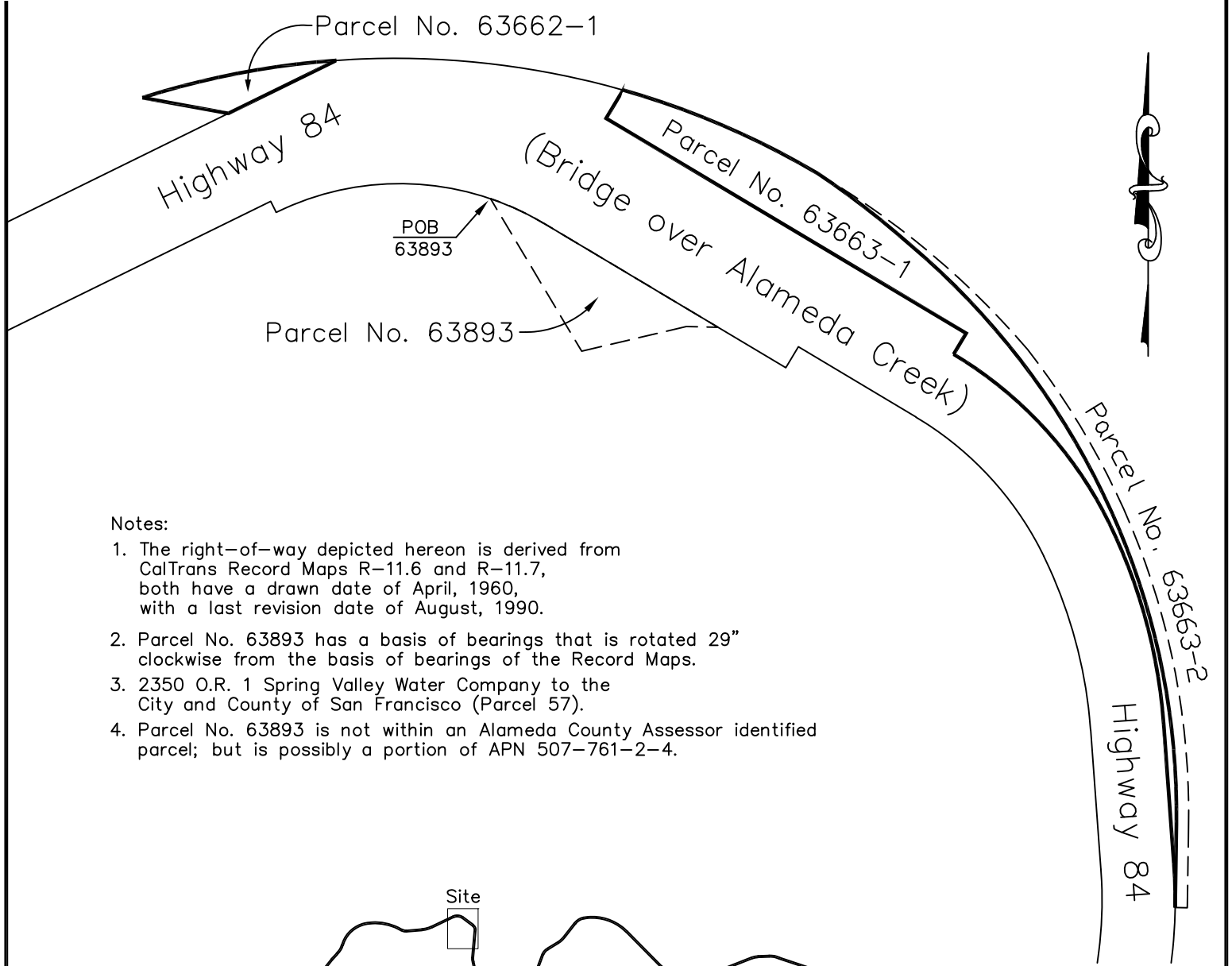
An approximately 25,863 square foot portion of unimproved real property designated as Caltrans Parcel No. 63663-2 in the Grant of Temporary Construction Easement Map attached as **Exhibit 2-1**.

**EXHIBIT 2-1 TO EASEMENT DEED**

**Grant of Temporary Construction Easement Map**

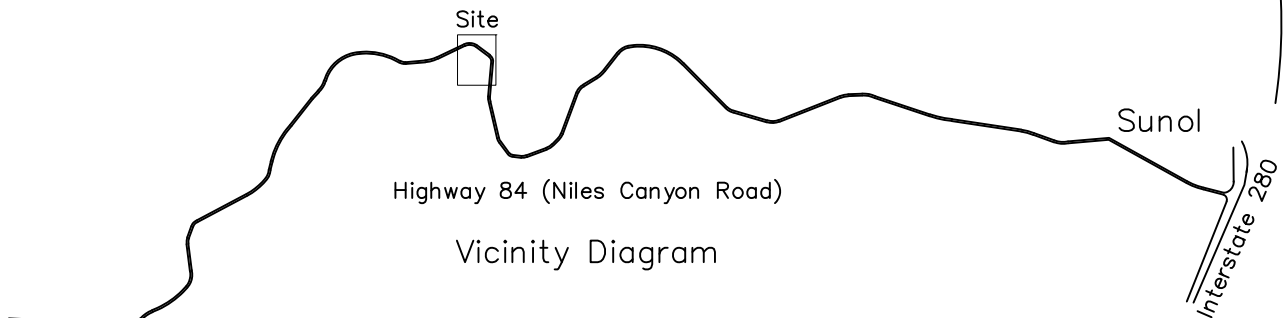
[Parcel 57; Caltrans Parcel No. 63893]

*[See Attached]*



Notes:

1. The right-of-way depicted hereon is derived from CalTrans Record Maps R-11.6 and R-11.7, both have a drawn date of April, 1960, with a last revision date of August, 1990.
2. Parcel No. 63893 has a basis of bearings that is rotated 29" clockwise from the basis of bearings of the Record Maps.
3. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 57).
4. Parcel No. 63893 is not within an Alameda County Assessor identified parcel; but is possibly a portion of APN 507-761-2-4.



Scale: 1" = 125'

Page 1 of 1

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

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Parcel 57  
 Parcel No. 63893  
 Grant of Temporary Construction Easement  
 Adjacent to Highway 84

Legend

POB Point of Beginning

O.R. Official Records

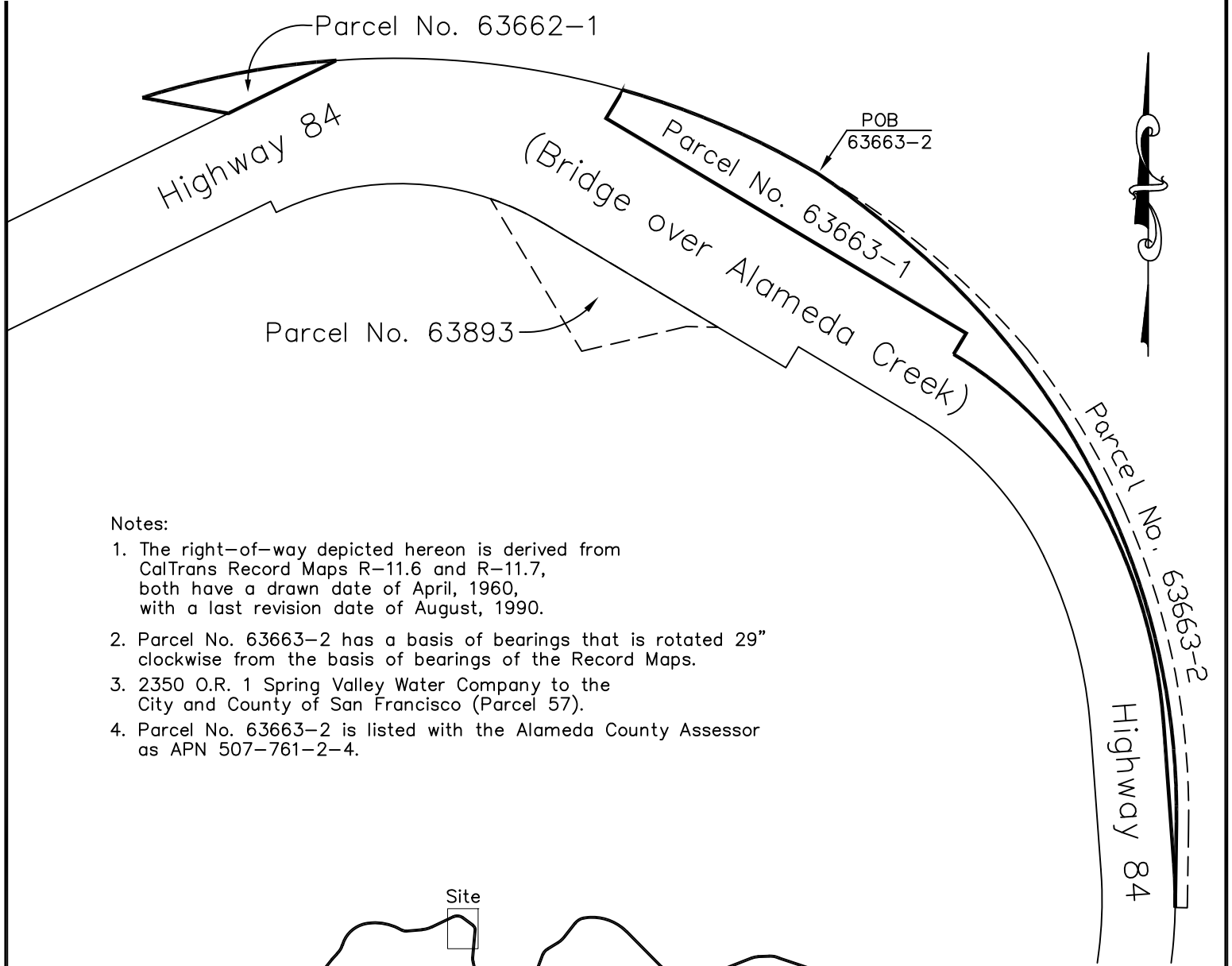


**EXHIBIT 2-2 TO EASEMENT DEED**

**Grant of Temporary Construction Easement Map**

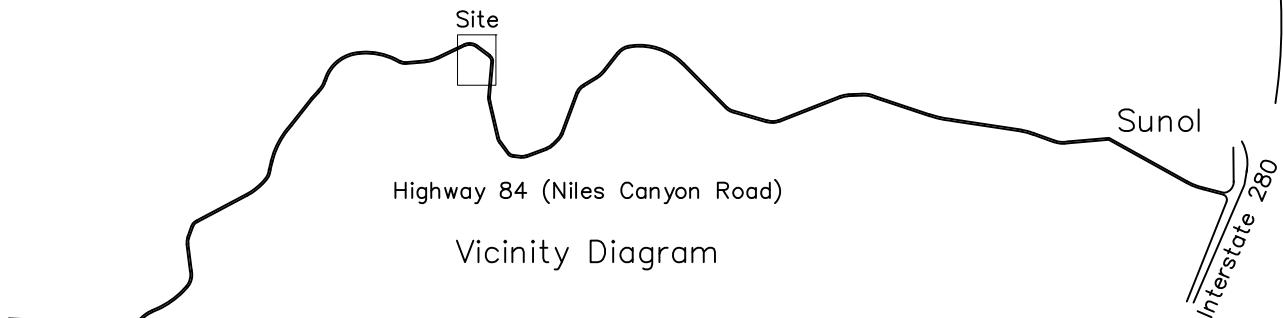
[Parcel 57; Caltrans Parcel No. 63663-2]

*[See Attached]*



Notes:

1. The right-of-way depicted hereon is derived from CalTrans Record Maps R-11.6 and R-11.7, both have a drawn date of April, 1960, with a last revision date of August, 1990.
2. Parcel No. 63663-2 has a basis of bearings that is rotated 29° clockwise from the basis of bearings of the Record Maps.
3. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 57).
4. Parcel No. 63663-2 is listed with the Alameda County Assessor as APN 507-761-2-4.



Vicinity Diagram

Scale: 1" = 125'

Page 1 of 1

Legend

- POB Point of Beginning
- O.R. Official Records

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

Parcel 57  
 Parcel No. 63663-2  
 Grant of Temporary Construction Easement  
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Unincorporated Alameda County

**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 San Francisco         )

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)