

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 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:

Sunol Glen School  
11601 Main Street  
Sunol, California 94568  
Attn: Superintendent

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)

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

**EASEMENT DEED**  
(Water Utility Easement)

(Portion of Assessor's Parcel 096-0155-004-01)

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, SUNOL GLEN UNIFIED SCHOOL DISTRICT, a California Unified School District ("**Grantor**"), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a California municipal corporation ("**Grantee**"), an easement for water pipes or pipelines and related appurtenances thereto (the "**Easement**") in, under, upon, along, and/or across a portion of Grantor's real property located in the Town of Sunol, County of Alameda, State of California, more particularly described on the attached **Exhibit A** and depicted on the attached **Exhibit B** (the "**Easement Area**"). The Easement Area is appurtenant to Grantee's adjoining real property.

Grantor will retain such rights and privileges to use the Easement Area as are not inconsistent with this Easement, subject to the conditions, covenants, and restrictions in this Deed. Grantor will not do or allow anything in, on, under, or about the Easement Area that could damage or interfere with Grantee's Facilities (as defined in Section 1 [Nature of Easement]).

**1. Nature of Easement.** The Easement is a perpetual, nonexclusive easement in gross for purposes of accessing, constructing, reconstructing, removing, replacing, enlarging, decreasing, maintaining, repairing, operating, inspecting, and using one or more water pipes or pipelines, with all necessary braces, footings, connections, valves, fastenings, foundation sites, and other appliances and fixtures (collectively, "**Grantee's Facilities**") in, on, under, upon, along, and across the Easement Area. The Easement includes the right of ingress and egress, and emergency access to the Easement

Area over and across adjacent lands of Grantor, over any available roadways, or such routes as may be agreed upon by Grantor and Grantee, 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 easement deed (“**Deed**”). Grantee is also granted the right to clear obstructions and vegetation from the Easement Area as may be required for the proper use of the other rights granted under this Deed. Grantee’s rights under this 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 (collectively, “**Agents**”).

**2. Subject to Superior and Prior and Existing Rights.**

(a) The rights granted by this Deed are subject to any prior and existing recorded property rights of third parties, if any. Grantee will be solely liable for the interference with any prior and existing third-party rights. Grantor reserves the right to grant, at its sole and absolute discretion, nonexclusive rights to other third parties within the Easement Area, provided that any such grants 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.

(b) 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 9 [Notices] below, to provide Grantee an opportunity to review and comment on the proposed excavation or improvements; (ii) Grantor will obtain Grantee’s written approval of the plans and specifications for any such proposed excavation, installation or placement, which approval may be reasonably conditioned but will not be unreasonably withheld or delayed; (iii) Grantor will contact Underground Service Alert, ensure that the utilities are physically marked in the field, and provide that information to the Grantee prior to commencing any work in the Easement Area; and (iv) such excavation, installation or placement will be performed in a manner that does not endanger or damage any then-existing Grantee’s Facilities within the Easement Area.

**3. Maintenance of Improvements.** Grantee shall be solely responsible for repairing and maintaining all of Grantee’s facilities placed in, on, or under the Easement Area in good, safe, and secure condition, and Grantor shall have no duty whatsoever for any repair or maintenance of Grantee’s facilities. Grantor shall maintain the surface of the Easement Area, provided that any damage, subsidence, or other injury to the Easement Area to the extent resulting from the presence of Grantee’s facilities or Agents shall be remedied or repaired by Grantee.

**4. 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.

**5. 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 9 [Notices] of this Deed (except in emergencies, where each will give prompt written notice).

6. **No Dumping or Hazardous Materials.** Grantor will not cause or permit the dumping or other disposal on or about the Easement Area of refuse, hazardous materials, or other materials that are unsightly or could pose a danger to human health or safety or to the environment.

7. **No Structures.** Grantor will not do or allow anything in, on, under, or about the Easement Area that could cause damage or interference to Grantee's Facilities. Without limiting the foregoing, Grantor agrees that, without Grantee's prior, written consent: **(a)** except as permitted by Section 2 [Subject to Superior and Prior and Existing Rights] above, no structures of any kind or character will be constructed or placed on the Easement Area; **(b)** except as permitted by Section 2 above, no excavation will occur on the Easement Area; and **(c)** no trees or other vegetation that fails to comply with the San Francisco Public Utilities Commission's Vegetation Management Policy (as it may be amended from time to time) will be planted or maintained on the Easement Area.

8. **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.

9. **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 Section:

**To GRANTOR:** Sunol Glen School  
11601 Main Street  
Sunol, California 94568  
Attn: Superintendent

**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 e-mail or facsimile. The effective time of a notice will not be affected by the receipt, prior to receipt of the original, of an oral notice or an e-mail or telefacsimile copy of the notice.

**10. 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.

**11. Restoration.** Upon Abandonment of the Easement as set forth above, at its sole cost and expense, Grantee shall restore, as nearly as reasonably possible, the Easement Area to its condition immediately prior to the commencement of the Work.

**12. Miscellaneous.**

**(a) Entire Agreement.** This Deed is the final expression of and contains the entire agreement between the parties with respect to the matters addressed in this Deed and supersedes all prior understandings with respect to such matters. This Deed may not be modified, changed, supplemented, or terminated, nor may any obligations under this Deed be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted in this Deed. The parties do not intend to confer any benefit under this Deed on any person, firm, or corporation other than the parties to this Deed.

**(b) Partial Invalidity.** If any term or provision of this Deed, or the application thereof, to any person or circumstance will be invalid or unenforceable, to any extent, the remainder of this Deed, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each such term and provision of this Deed will be valid and enforced to the fullest extent permitted by law.

**(c) Waivers.** No waiver of any breach of any covenant or provision of this Deed will be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision of this Deed. No extension of time for performance of any obligation or act will be deemed an extension of the time for performance of any other obligation or act.

**(d) Governing Law; Consent to Jurisdiction.** The parties to this Deed acknowledge that this Deed has been negotiated and entered into in the State of California and expressly agree that this Deed will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. Any legal action or proceeding brought by either

party and arising from or in connection with this Deed or any breach of this Deed will be brought in the California Superior Court for the County of Alameda.

*[SIGNATURES ON FOLLOWING PAGE]*

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

GRANTOR:

SUNOL GLEN UNIFIED SCHOOL DISTRICT,  
a California Unified School District

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

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

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

ACCEPTED AND AGREED

GRANTEE:

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

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

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

Authorized by SFPUC Resolution No. \_\_\_\_\_  
and Board of Supervisors Resolution No. \_\_\_\_\_

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

By: \_\_\_\_\_  
Anna Parlato Gunderson  
Deputy City Attorney

## ACKNOWLEDGMENT

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

State of California                    )  
   ) ss  
 County of \_\_\_\_\_ )

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

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**CERTIFICATE OF ACCEPTANCE**

As required under Government Code Section 27281, this is to certify that the interest in real property conveyed by the Easement Deed dated \_\_\_\_\_, from Sunol Glen Unified School District, a California Unified School 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]*

December 19, 2022

Exhibit A  
Easement Description

All that real property situate in the Town of Sunol, County of Alameda, State of California, as described in the Exchange Deed from the City and County of San Francisco to the Sunol Glen School District of Alameda County, recorded January 30, 1964 in Book 1110 of Official Records, at Page 14, in the office of the Recorder of the County of Alameda, State of California, more particularly described as follows:

**Beginning** at the northerly end of that certain line cited as South 28°10'20" West, 121.30 feet in said Exchange Deed between said City and County of San Francisco and said Sunol Glen School District;

thence South 29°55'22" West, 54.69 feet (along said line cited in said deed recorded in said Book 1110 of Official Records, at Page 14 as South 28°10'20" West, 121.30 feet), to the **TRUE POINT OF BEGINNING**;

thence continuing on said line South 29°55'22" West, 12.85 feet;  
thence North 70°12'38" West, 157.26 feet;  
thence North 75°37'38" West, 153.07 feet;  
thence North 59°58'22" East, 15.33 feet;  
thence South 75°01'38" East, 180.38 feet;  
thence North 63°47'52" East, 30.80 feet;  
thence South 71°12'08" East, 71.94 feet;  
thence South 26°12'08" East, 33.32 feet;  
thence South 70°03'05" East, 4.97 feet to the **TRUE POINT OF BEGINNING**.

Containing 4,008 square feet more or less.

A plat titled Exhibit B showing the above-described parcels is attached herein and made a part hereof.

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

*Tony E Durkee*  
Tony E. Durkee, PLS 5773



End of Description

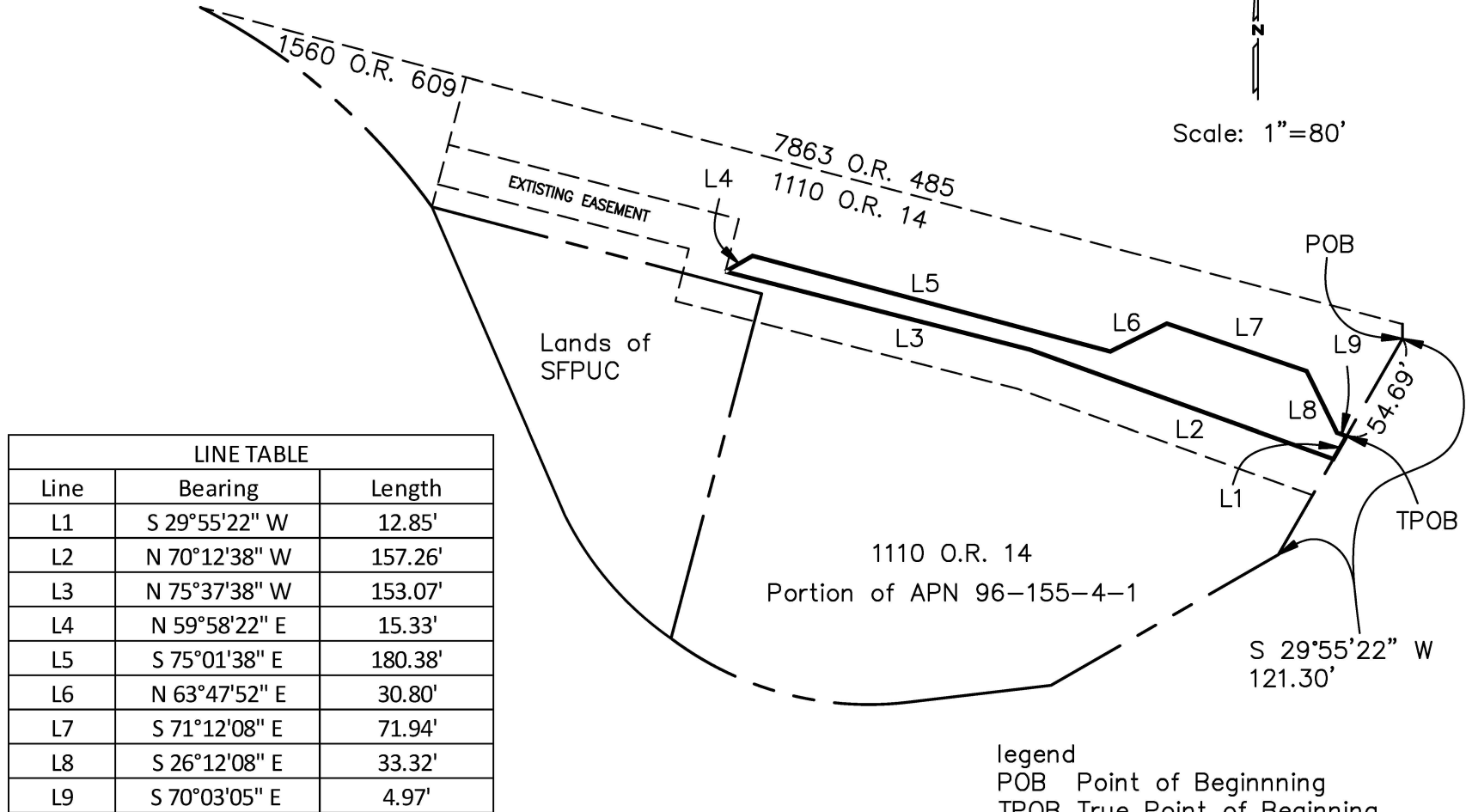
**EXHIBIT B**

**Depiction of Easement Area**

*[see attached]*

# Exhibit "B"

Scale: 1"=80'



LINE TABLE		
Line	Bearing	Length
L1	S 29°55'22" W	12.85'
L2	N 70°12'38" W	157.26'
L3	N 75°37'38" W	153.07'
L4	N 59°58'22" E	15.33'
L5	S 75°01'38" E	180.38'
L6	N 63°47'52" E	30.80'
L7	S 71°12'08" E	71.94'
L8	S 26°12'08" E	33.32'
L9	S 70°03'05" E	4.97'

legend  
 POB Point of Beginning  
 TPOB True Point of Beginning  
 APN Assessor's Parcel Number

City and County of San Francisco  
 Public Utilities Commission  
 Real Estate Services

Plat for New Easement  
 20' wide Ease Plat.dwg

Town of Sunol  
 County of Alameda

12/19/2022



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:

Sunol Glen School  
11601 Main Street  
Sunol, California 94568  
Attn: Superintendent

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)

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

**EASEMENT DEED**  
(Temporary Construction Easement)

(Portion of Assessor's Parcel 096-0155-004-01)

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the SUNOL GLEN UNIFIED SCHOOL DISTRICT, a California Unified School District (“**Grantor**”), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a California municipal corporation (“**Grantee**”), a temporary surface easement for construction and access purposes (the “**Easement**”) in, on, over, under, upon, along, and/or across certain portions of Grantor's real property located in the Town of Sunol, County of Alameda, State of California, more particularly described on the attached **Exhibit A** and depicted on the attached **Exhibit B** (the “**Easement Area**”).

**1. Nature of Easement.** The Easement is an exclusive surface easement that shall be used for construction staging and general construction-related activities. Grantee's rights to use any portion of the Easement Area shall include **(a)** the right to store, use, and stage equipment, vehicles, machinery, tools, materials, supplies, and excavated soils in connection with the construction of Grantee's Regional Groundwater Storage and Recovery Project (the “**Project**”); **(b)** the right to improve, repair, and maintain the Easement Area, including grading, installation of paving and/or crushed rock, fencing, management of vegetation impinging on the Easement Area; and **(c)** such other rights as are reasonably necessary for the full enjoyment and accomplishment of the purposes of the Easement. The Easement includes the right of ingress and egress to the

Easement Area across adjacent lands of Grantor to the extent Grantor has rights to grant such rights, and to the extent necessary for the convenience of Grantee in the enjoyment of its rights under this Deed. Grantee's rights under this Deed may be exercised by Grantee's agents, utility operators, contractors, subcontractors, suppliers, consultants, employees, licensees, invitees, or representatives, or by other authorized persons acting for or on behalf of Grantee (collectively, "Agents").

2. **Term of Easement.** The term of the Easement shall commence on the date (the "Commencement Date") on which Grantee's contractor first enters the Easement Area to commence staging in connection with the Work after Grantee's issuance of a Notice to Proceed to the contractor. Grantee shall provide, or cause its contractor to provide, at least thirty (30) days' advance written notice to Grantor of the Commencement Date. At the request of either party, Grantor and Grantee shall confirm in writing the Commencement Date. The Easement shall expire on the last day of the eighteenth (18th) full calendar month after the Commencement Date; however, Grantee shall have the option to extend the term on a month-to-month basis not to exceed an additional six (6) months beyond the original expiration term of the easement. Thirty (30) days' written notice will be given to Grantor if Grantee elects to exercise its option for any such extension. Upon expiration of the extended term, Grantee shall pay Grantor an additional sum for any such extensions at the same rate paid for the initial term (prorated on a monthly basis).

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

4. **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.

5. **No Dumping or Hazardous Materials.** Grantor will not cause or permit the dumping or other disposal on or about the Easement Area of refuse, hazardous materials, or other materials that are unsightly or could pose a danger to human health or safety or to the environment.

6. **Run with the Land.** The provisions, covenants, conditions, and restrictions provided in this Deed will be covenants running with the land pursuant to California Civil Code Sections 1468 and 1471 and will burden and benefit every person having an interest in the Easement Area. Any reference to Grantor in this Deed will include Grantor's agents and all successor owners of all or any part of the Easement Area.

7. **Notices.** Notices and other deliveries pursuant to this Deed may be delivered by private messenger service, mail, overnight courier, or delivery service. Any notice or document required or permitted to be delivered by either party will be in writing and will be deemed to be given on the date received by, or on the date receipt was refused by the party; provided, however, that all notices and documents: (a) mailed to a party in the United States Mail, postage prepaid, certified mail, return receipt requested, will be deemed to have been received five (5) postal days after mailing; or (b) delivered by a nationally recognized overnight courier or delivery service will be deemed received the next business day after deposit with a nationally recognized overnight courier or delivery service for overnight delivery. For all purposes the address of the parties will

be the following, unless otherwise changed by the party by notice to the other as provided in this subparagraph:

**To GRANTOR:** Sunol Glen School  
11601 Main Street  
Sunol, California 94568  
Attn: Superintendent

**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.

**8. 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 Alameda.

*[SIGNATURES ON FOLLOWING PAGE]*



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

GRANTOR:

SUNOL GLEN UNIFIED SCHOOL DISTRICT,  
a California Unified School District

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

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

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

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)

**EXHIBIT A**

**Legal Description of Easement Area**

*[see attached]*

Exhibit A  
Easement Description

All that real property situate in Town of Sunol, County of Alameda, State of California, being Assessor's Parcel Number 96-155-4-1, being three adjoining parcels described in the following three documents,

1. The Exchange Deed from the City and County of San Francisco to the Sunol Glen School District of Alameda County, Recorded January 30, 1964 in Book 1110 of Official Records, at Page 14,
2. The Final Order of Condemnation, Recorded December 01, 1955 in Book 7863 of Official Records, at Page 465,
3. That certain document Recorded July 27, 1965 in Book 1560 of Official Records, at Page 609,

Said documents being filed in Official Records in the Office of the Recorder, County of Alameda, State of California, and more particularly described as follows:

**Beginning** at the intersection of the northerly line of Main Street and the easterly line of Bond Street;

thence South  $75^{\circ}14'58''$  East (along said line cited in said deed recorded in Book 1110 of Official Records, at Page 14 as South  $77^{\circ}$  East), 380.08 feet;

thence North  $15^{\circ}25'23''$  East, 168.34 feet;

thence North  $23^{\circ}59'22''$  West, 82.82 feet;

thence North  $76^{\circ}12'36''$  West, 329.64 feet to the easterly line of Bond Street;

thence northerly along said easterly line of Bond Street North  $14^{\circ}54'37''$  East, 15.04 feet;

thence South  $76^{\circ}12'36''$  East, 342.27 feet;

thence South  $26^{\circ}09'39''$  East, 163.93 feet to the beginning of a non-tangent curve to the right;

thence along said curve having a radius of 116.00 feet, through a central angle of  $25^{\circ}50'47''$ , radial to a line bearing North  $03^{\circ}26'18''$  East from the radius point of said curve to the point of curve, a distance of 52.33 feet;

thence South  $54^{\circ}27'51''$  West, 22.59 feet to the beginning of a non-tangent curve to the left;

thence along said curve having a radius of 96.01 feet, through a central angle of  $12^{\circ}42'42''$ , radial to a line bearing North  $23^{\circ}24'26''$  East from the radius point of said curve to the point of curve, a distance of 21.30 feet to the beginning of a non-tangent curve to the left;

thence along said curve having a radius of 78.07 feet, though a central angle of  $58^{\circ}32'16''$ , radial to a line bearing North  $15^{\circ}57'13''$  East from the radius of said curve to the point of curve, a distance of 79.76 feet;

thence South  $15^{\circ}11'22''$  West, 76.26 feet;

thence South  $74^{\circ}02'07''$  East, 77.00 feet;

thence South  $45^{\circ}14'32''$  East, 40.06 feet;

thence North  $89^{\circ}23'34''$  East, 72.35 feet to the beginning of a non-tangent curve to the right;

thence along said curve having a radius of 241.43 feet, radial to a line bearing South  $75^{\circ}26'59''$  East from the radius point of said curve to the point of curve, through a central angle of  $05^{\circ}57'37''$ , a distance of 25.11 feet;

thence South 12°07'27" East, 7.49 feet;  
thence South 67°54'13" East, 15.99 feet;  
thence South 29°55'22" West, 18.16 feet;  
thence North 70°04'17" West, 4.97' feet;  
thence North 26°12'08" West, 33.32 feet;  
thence North 71°12'08" West, 71.94 feet;  
thence South 63°47'52" West, 30.80 feet;  
thence North 75°01'38" West, 180.38 feet;  
thence South 59°59'38" West, 15.34 feet;  
thence North 14°22'22" East, 26.40 feet;  
thence North 75°37'38" West, 146.12 feet;  
thence South 14°45'02" West, 20.00 feet;  
thence South 75°37'38" East, 126.25 feet;  
thence South 14°22'22 West, 12.20 feet;  
thence North 75°14'58" West, 126.33 feet to the beginning of a curve to the left;  
thence along said curve having a radius of 316.52 feet, through a central angle of 27°12'09",  
radial to a line bearing North 54°19'35" East from the radius point of said curve to the point of  
curve, a distance of 150.27 feet to the **POINT OF BEGINNG.**

Containing 34,834 square feet, or 0.8 acres, more or less.

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

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

*Tony E Durkee*  
Tony E. Durkee, PLS 5773



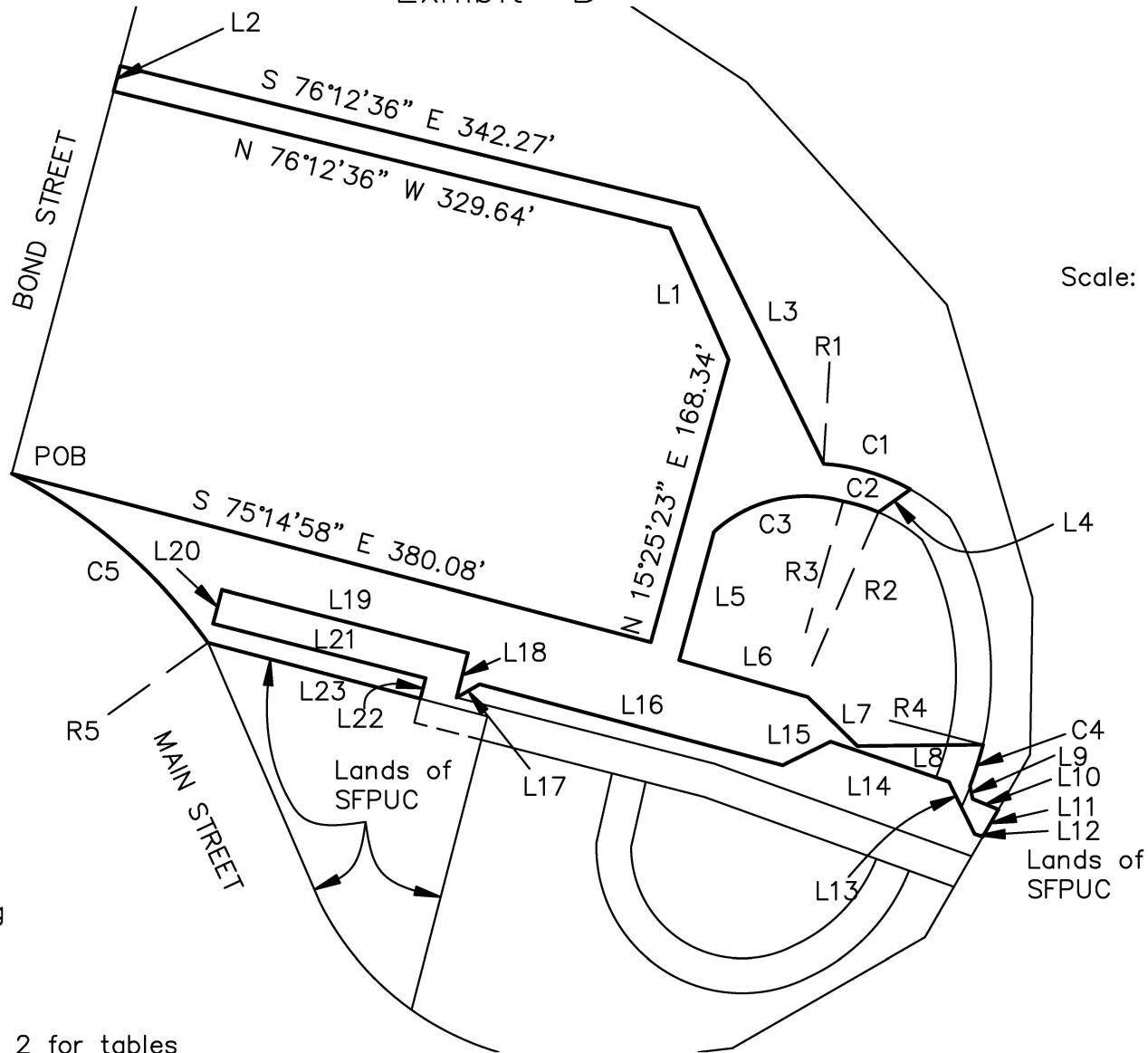
End of Description

**EXHIBIT B**

**Depiction of Easement Area**

*[see attached]*

Exhibit "B"



Scale: 1"=100'

LEGEND  
POB Point of Beginning

Sheet 1 of 2 See sheet 2 for tables

City and County of San Francisco  
Public Utilities Commission  
Real Estate Services

Plat for Temporary Easement

Sunol School TCE Plat.dwg

Town of Sunol  
County of Alameda

02/06/2024



# Exhibit "B"

LINE TABLE		
Line	Bearing	Length
L1	N 23°59'22" W	82.82'
L2	N 14°54'37" E	15.04'
L3	S 26°09'39" E	163.93'
L4	S 54°27'51" W	22.59'
L5	S 15°11'22" W	76.26'
L6	S 74°02'07" E	77.00'
L7	S 45°14'32" E	40.06'
L8	N 89°23'34" E	72.35'
L9	S 12°07'27" E	7.49'
L10	S 67°54'13" E	15.99'
L11	S 29°55'22" W	18.16'
L12	N 70°04'17" W	4.97'
L13	N 26°12'08" W	33.32'
L14	N 71°12'08" W	71.94'
L15	S 63°47'52" W	30.80'
L16	N 75°01'38" W	180.38'
L17	S 59°59'38" W	15.34'
L18	N 14°22'22" E	26.40'
L19	N 75°37'38" W	146.12'
L20	S 14°45'02" W	20.00'
L21	S 75°37'38" E	126.25'
L22	S 14°22'22" W	12.20'
L23	N 75°14'58" W	126.33'

CURVE TABLE			
	Radius	Length	Delta
C1	116.00'	52.33'	25°50'47"
C2	96.01'	21.30'	12°42'42"
C3	78.07'	79.76'	58°32'16"
C4	241.43'	25.11'	05°57'37"
C5	316.52'	150.27'	27°12'09"

RADIAL LINE TABLE	
Bearing from Radius Point to Beginning of Curve	
R1	N 03°26'18" E
R2	N 23°24'26" E
R3	N 15°57'13" E
R4	S 75°26'59" E
R5	N 54°19'35" E

SHEET 2 of 2

City and County of San Francisco  
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