

## SAMPLE TREASURE ISLAND STAGE 2 PUBLIC SERVICE EASEMENTS

### EXHIBIT 1

#### FORM OF EASEMENT

**(Public Utility Easement in ROW, City Facilities on Land Subject to the Public Trust - Lot A, Lot D, Lot E, Lot F, Lot H, Lot I, Lot J, Lot M, Lot Q, Lot T, Lot U, Lot V, Lot W)**

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, CA 94102  
Attn: Director of Property

Exempt from Recording Fees (Govt. Code § 27383)  
and from Documentary Transfer Tax (Rev. & Tax.  
Code § 11922 and SF Bus. and Tax Reg. Code § 1105)

Assessor's Block 1939-154 (Lot A), 8945-003 (Lot A),  
1939-166 (Lot D), 1939-147 (Lot D), 1939-163 (Lot D),  
1939-170 (Lot E), 1939-135 (Lot F), 8945-004 (Lot F),  
1939-127 (Lot H), 1939-128 (Lot H), 1939-174 (Lot H),  
1939-132 (Lot I), 8934-001 (Lot I), 1939-138 (Lot J),  
8934-004 (Lot J), 1939-163 (Lot M), 8945-002 (Lot M),  
1939-139 (Lot Q), 8945-002 (Lot Q), 1939-141 (Lot T),  
1939-142 (Lot U), 8945-002 (Lot U), 1939-143 (Lot V),  
1939-145 (Lot W), 8945-002 (Lot W)  
Portions of Treasure Island

**[Space Above for Recorder's Use]**

#### EASEMENT AGREEMENT

**(Public Utility Easement in ROW, City Facilities on Land Subject to the Public Trust)**

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the TREASURE ISLAND DEVELOPMENT AUTHORITY, a California nonprofit public benefit corporation ("**TIDA**" or "**Grantor**"), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation and its successors and assigns ("**City**"), a perpetual public utility easement for City-owned facilities ("**Easement**"), free of-the public trust for navigation, commerce, and fisheries ("**the Public Trust**"), in, across, and through Grantor's certain real property, which is located in San Francisco, California and described and depicted in attached Exhibit A (the "**Easement Area**"). The portion of the Easement Area within

Final Transfer Map 9837 Lots M and BF are not subject to the Public Trust. As to the portion of the Easement Area outside those lots, TIDA previously reserved a divisible easement over the Easement Area in the following documents: (1) Quitclaim Deed and Reservation of Easements recorded in the Official Records of the City and County of San Francisco (“**Official Records**”) on November 10, 2015, as Document number 2015-K154698, as modified by the Seventh Memorandum Memorializing Location of Reserved Easements on Treasure Island and Yerba Buena Island recorded in the Official Records on \_\_\_\_\_ as Document number \_\_\_\_\_, and (2) Second Phase Quitclaim Deed and Reservation of Easements recorded in the Official Records on December 10, 2020 as Document number 2020-065792, as modified by the First Memorandum Memorializing Location of Reserved Easements [Phase 2] recorded in the Official Records on \_\_\_\_\_ as Document number \_\_\_\_\_. This Easement Agreement conveys a subset of those reserved rights, as set forth below

1. Nature of Easement. The Easement is a perpetual, divisible, non-exclusive easement in gross, free of the public trust for navigation, commerce, and fisheries, including the right (a) to construct, install, maintain, repair, restore, remove, replace, alter, expand, and reconstruct, from time to time, at City’s option, within the Easement Area, City-owned underground utilities and surface appurtenances (collectively, “**City Facilities**”); (b) to excavate to access City Facilities from the surface of the ground, with not less than thirty feet (30’) of vertical clearance above the surface to permit the installation and removal of City Facilities from the surface; (c) of ingress and egress for City and its representatives, agents, employees, officers, suppliers, consultants, contractors, and subcontractors (“**City’s Agents**”), vehicles and equipment to and from the Easement Area over the lands of Grantor; and (d) to place temporary facilities and equipment above ground when needed in connection with any emergency or repair work, as needed to maintain continuous utility service (provided that any such temporary above-ground facilities or equipment shall be maintained only so long as needed to address the emergency or perform the repair work).

2. Grantor’s Reserved Rights. Grantor, on behalf of itself, its agents, contractors, subcontractors, suppliers, consultants, employees, invitees or other authorized persons acting for or on behalf of Grantor, including but not limited to any lessee and its tenants (collectively, “**Grantor’s Agents**”), reserves the right to use the Easement Area, in any way not inconsistent with the above grant of Easement, subject to the following:

a. Grantor shall not use the Easement Area or permit the same to be used for any purpose or in any manner that will interfere with the proper use, function, maintenance, repair, replacement of, or access to any City Facilities, except as set forth in Section 3, without the prior written authorization from the director of the affected City department.

3. City’s Use of the Easement Area.

a. City’s rights under this Easement Agreement may be exercised by City’s Agents.

b. Grantor anticipates dedicating the Easement Area to public use as a public right of way and recommending that the City make the same dedication and accept such right of

way for maintenance and liability. Upon dedication of the Easement Area as a public street or right of way by City, City shall comply with applicable policies, regulations, and procedures related to utility infrastructure located within the public right of way. Upon dedication of the Easement Area as a public street or right of way, such policies shall supersede the provisions of this Section 3.

c. City's Facilities shall be located beneath the surface of the ground except (i) in accordance with Section 1 and (ii) that appurtenances and protection for such appurtenances (such as surface markers, vault hatches, valve covers and manholes) may be constructed on the surface of the ground.

d. City will bear all responsibility to operate, maintain and repair the City Facilities at its sole cost, except to the extent any damage or cost is caused or necessitated by Grantor or Grantor's Agents, in which case Grantor shall bear such proportional cost and repair or pay for such damage, at City's discretion. City may elect to repair such damage at Grantor's cost, or may elect to observe Grantor's repair work. Any cost incurred by City that is caused or necessitated by Grantor or Grantor's Agents shall be invoiced to Grantor within twelve (12) months of the date the cost is incurred. Grantor shall remit payment to City within sixty (60) days of receiving an invoice.

e. Prior to commencing any Major Work, as defined below, City shall provide Grantor with at least sixty (60) calendar days' prior written notice. Prior to commencing any Ordinary Maintenance and Repair, as defined below, that requires excavation in the Easement Area, City will provide Grantor with at least fifteen (15) calendar days' prior written notice. Notwithstanding the foregoing, in the event of an emergency, as determined by City in its sole discretion, City shall not be obligated to provide Grantor with any notice. The term "**Major Work**" means work in the Easement Area that cannot be reasonably expected to be completed within three (3) consecutive days. The term "**Ordinary Maintenance and Repair**" means work in the Easement Area that can be reasonably expected to be completed within three (3) consecutive days.

f. In undertaking work within the Easement Area, City shall use reasonable efforts to (i) complete all construction, maintenance or repair activities in an expeditious and diligent manner; and (ii) minimize disruption to Grantor's use of Grantor's land adjoining the Easement Area. City shall not be liable in any manner, and Grantor hereby waives any claims, for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of City's entry onto or use of the Easement Area, except to the extent resulting directly from the active negligence or willful misconduct of City or its contractors or agents, or City's breach of its covenants in this Easement Agreement.

g. Upon completion of any construction, maintenance or repair involving excavation within or around the Easement Area (including but not limited to any Major Work or Ordinary Maintenance and Repair), City shall, at its cost, backfill the excavation and restore the surface in accordance with the terms of this Section 3. Where the disturbed surface area is paved, City shall restore the area with three-inch (3") thick asphalt concrete over eight-inch thick (8") Portland cement concrete or its cost equivalent. Where the disturbed surface area is not paved, City shall restore the area with native backfill. City shall not be liable for damage to, or required to restore, any other improvements or vegetation within the Easement Area. City shall not be responsible for the cost of removing, restoring or replacing any improvements previously installed

by Grantor pursuant to City's authorization as described in Section 2. In an emergency, City may remove any such improvements without notice, liability, or obligation to replace the same. In a non-emergency, City shall provide at least ten (10) business days' notice to Grantor to remove such improvements prior to City commencing work within the Easement Area.

h. City may remove any improvements that may damage or interfere with City Facilities or impede access thereto without any notice, liability, or obligation to replace the same. The foregoing sentence shall not apply to any improvements constructed pursuant to improvement plans previously reviewed and approved by City.

4. Indemnification. City shall indemnify, defend (with counsel reasonably approved by Grantor and Grantor's Agents), and hold Grantor harmless from and against any cost, expense, liability, damage or injury to property or persons to the extent caused by City's negligence or willful misconduct (or that of City's Agents) in the exercise of the rights granted to, or reserved by, City hereunder. Notwithstanding anything herein to the contrary, this Section 4 shall survive the expiration and termination of this Easement Agreement.

5. Condition of Easement Area. City accepts its rights in the Easement Area in its current "as is" condition without any warranty (express or implied) by Grantor. City acknowledges that the Easement Area is planned to be improved and used as public right of way. Grantor and City shall conduct all of their respective activities within the Easement Area in a manner such that the Easement Area remains in a good, safe condition.

6. Notices, Demands and Communications. Whenever any notice or any other communication is required or permitted to be given under any provision of this Easement Agreement (as, for example, where a party is permitted or required to "notify" the other party), such notice or other communication shall be in writing, signed by or on behalf of the party giving the notice or other communication, and shall be deemed to have been given on the earliest to occur of (i) the date of the actual delivery, or (ii) if mailed, on the delivery date shown on the return receipt, in each case to the respective address(es) of the party to whom such notice is to be given as set forth below, or at such other address of which such party shall have given notice to the other party as provided in this Section 6. Legal counsel for any party may give notice on behalf of such party.

If to Grantor, to:

Treasure Island Development Authority  
1 Avenue of the Palms, #241  
San Francisco, CA 94130  
Attn: Robert Beck

with a copy to

Attn: Grace Park (TIDA City Attorney)  
Office of the City Attorney  
City Hall, Room 234  
1 Dr. Carlton R. Goodlett Place  
San Francisco, CA 94102

If to City, to:

San Francisco Public Utilities Commission  
General Manager

525 Golden Gate Avenue, 13th Floor  
San Francisco, CA 94102

with copies to:

San Francisco Public Utilities Commission  
Real Estate Director  
525 Golden Gate Avenue, 10th Floor  
San Francisco, CA 94102

San Francisco Real Estate Division  
Real Estate Director  
25 Van Ness Avenue, Suite 400  
San Francisco, CA 94102

Office of the City Attorney  
City Hall, Room 234  
1 Dr. Carlton R. Goodlett Place  
San Francisco, CA 94102  
Attn: Real Estate/Finance Team

7. Abandonment of Easement. City may, at its sole option, abandon the Easement by recording a quitclaim deed. Except as otherwise provided in this Easement Agreement, upon recording such quitclaim deed, the Easement and all rights, duties and liabilities hereunder 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.

8. Exhibits. The exhibits referenced in and attached to this Easement Agreement are incorporated into and made a part of this Easement Agreement. Grantor and City acknowledge that the precise locations described in the attached exhibits may change upon construction of street and utility-related improvements in those locations. In such an event, Grantor and City agree to work together in good faith to amend and restate this Easement Agreement as needed to reflect the area required for the utilities as actually installed.

9. Binding Effect. The conditions and covenants contained in this Easement Agreement shall run with the land, burden the Easement Area and be binding on and benefit Grantor and City and their respective agents, successors and assigns unless earlier terminated by written agreement of the parties or their respective successors or assigns.

*[Signature Page Follows]*

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

**GRANTOR:**

TREASURE ISLAND DEVELOPMENT AUTHORITY  
a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Name: Robert Beck  
Title: Treasure Island Director

APPROVED AS TO FORM:

DAVID CHIU  
CITY ATTORNEY

\_\_\_\_\_  
Grace Park  
Deputy City Attorney  
(as counsel to TIDA)

*[Signatures continue on following page]*

**GRANTEE:**

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
Sarah R. Oerth  
Director of Property

**APPROVED AS TO FORM:**

DAVID CHIU  
City Attorney

By: \_\_\_\_\_  
Nancy Taylor  
Deputy City Attorney  
(as counsel to City)

*[Notary Acknowledgment Follows]*

**CERTIFICATE OF ACKNOWLEDGMENT**  
**OF NOTARY PUBLIC**

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

State of California )

County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, 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: \_\_\_\_\_



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WITNESS my hand and official seal.

Signature: \_\_\_\_\_

## **EXHIBIT 2**

### **FORM OF EASEMENT**

#### **(Public Utility Easement in ROW, City Facilities on Land Free of the Public Trust - Lot B, Lot S and Lot Y)**

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, CA 94102  
Attn: Director of Property

Exempt from Recording Fees (Govt. Code §  
27383) and from Documentary Transfer Tax  
(Rev. & Tax. Code § 11922 and SF Bus. and  
Tax Reg. Code § 1105)

Assessor's Block 1939-133 (Lot B), 1939-144  
(Lot Y), 1939-169 (Lot S), 1939-137 (Lot S)  
Portions of Treasure Island

[Space Above for Recorder's Use]

### **EASEMENT AGREEMENT**

#### **(Public Utility Easement in ROW, City Facilities on Land Free of the Public Trust)**

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the TREASURE ISLAND DEVELOPMENT AUTHORITY, a California nonprofit public benefit corporation ("**TIDA**" or "**Grantor**"), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation and its successors and assigns ("**City**"), a perpetual public utility easement for City-owned facilities ("**Easement**") in, across, and through Grantor's certain real property, which is located in San Francisco, California and described and depicted in attached Exhibit A (the "**Easement Area**").

1. Nature of Easement. The Easement is a perpetual, divisible, non-exclusive easement in gross, including the right (a) to construct, install, maintain, repair, restore, remove, replace, alter, expand, and reconstruct, from time to time, at City's option, within the Easement Area, City-owned underground utilities and surface appurtenances (collectively, "**City Facilities**"); (b) to excavate to access City Facilities from the surface of the ground, with not less than thirty feet (30') of vertical clearance above the surface to permit the installation and removal of City Facilities from the surface; (c) of ingress and egress for City and its representatives, agents, employees, officers, suppliers, consultants, contractors, and subcontractors ("**City's Agents**"), vehicles and equipment to and from the Easement Area over the lands of Grantor; and (d) to place temporary facilities and equipment above ground when needed in connection with any emergency

or repair work, as needed to maintain continuous utility service (provided that any such temporary above-ground facilities or equipment shall be maintained only so long as needed to address the emergency or perform the repair work).

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If to Grantor, to:	Treasure Island Development Authority 1 Avenue of the Palms #241 San Francisco, CA 94130 Attn: Robert Beck
with a copy to	Attn: Grace Park (TIDA City Attorney) Office of the City Attorney City Hall, Room 234 1 Dr. Carlton R. Goodlett Place San Francisco, CA 94102
If to City, to:	San Francisco Public Utilities Commission General Manager 525 Golden Gate Avenue, 13th Floor San Francisco, CA 94102
with copies to:	San Francisco Public Utilities Commission Real Estate Director 525 Golden Gate Avenue, 10th Floor San Francisco, CA 94102  San Francisco Real Estate Division Real Estate Director 25 Van Ness Avenue, Suite 400 San Francisco, CA 94102  Office of the City Attorney City Hall, Room 234 1 Dr. Carlton R. Goodlett Place San Francisco, CA 94102 Attn: Real Estate/Finance Team

7. Abandonment of Easement. City may, at its sole option, abandon the Easement by recording a quitclaim deed. Except as otherwise provided in this Easement Agreement, upon recording such quitclaim deed, the Easement and all rights, duties and liabilities hereunder 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.

8. Exhibits. The exhibits referenced in and attached to this Easement Agreement are incorporated into and made a part of this Easement Agreement. Grantor and City acknowledge that the precise locations described in the attached exhibits may change upon construction of street- and utility-related improvements in those locations. In such an event, Grantor and City agree to work together in good faith to amend and restate this Easement Agreement as needed to reflect the area required for the utilities as actually installed.

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*[Signature Page Follows]*

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

**GRANTOR:**

TREASURE ISLAND DEVELOPMENT AUTHORITY  
a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Name: Robert Beck  
Title: Treasure Island Director

APPROVED AS TO FORM:

DAVID CHIU  
CITY ATTORNEY

\_\_\_\_\_  
Grace Park  
Deputy City Attorney  
(as counsel to TIDA)

*[Signatures continue on following page]*

**GRANTEE:**

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
Sarah R. Oerth  
Director of Property

**APPROVED AS TO FORM:**

DAVID CHIU  
City Attorney

By: \_\_\_\_\_  
Nancy Taylor  
Deputy City Attorney  
(as counsel to City)

*[Notary Acknowledgment Follows]*



**CERTIFICATE OF ACKNOWLEDGMENT**  
**OF NOTARY PUBLIC**

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

State of California )

County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, 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: \_\_\_\_\_

**CERTIFICATE OF ACKNOWLEDGMENT**  
**OF NOTARY PUBLIC**

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State of California )

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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: \_\_\_\_\_

Exhibit A

Lot B

Lot S

Lot Y

Easement Area

## CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed to the City and County of San Francisco by this Easement Agreement, dated \_\_\_\_\_, 20\_\_, as set forth in Exhibit A, is hereby accepted pursuant to Board of Supervisors' Ordinance No. \_\_\_\_\_, approved \_\_\_\_\_, and the City consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_, 20\_\_

CITY AND COUNTY OF SAN  
FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
Sarah R. Oerth  
Director of Property

**EXHIBIT 3**

**FORM OF EASEMENT**

(Public Utility Easement, Non-ROW, City Facilities on Land Subject to the Public Trust -  
PUE 1, PUE 2, PUE 3, PUE 4, PUE 6, PUE 8, PUE 9, PUE 12, PUE 13, PUE 14, PUE  
16, PUE 17, PUE 19)

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, CA 94102  
Attn: Director of Property

Exempt from Recording Fees (Govt. Code §  
27383) and from Documentary Transfer Tax  
(Rev. & Tax. Code § 11922 and SF Bus. and  
Tax Reg. Code § 1105)

[Space Above for Recorder's Use]

Assessor's Block 8945-003 (PUE 1), 8934-001  
(PUE 2, PUE 3), 8934-001 (PUE 4), 1939-148  
(PUE 6), 1939-149 (PUE 6), 8934 004 (PUE 8),  
8945-002 (PUE 9), 1939-126 (PUE 9), 8931-  
001 (PUE 12, PUE 13), 8931-001 (PUE 14),  
8931-003 (PUE 16), 8931-004 (PUE 16), 8945-  
002 (PUE 17, PUE 19)  
Portions of Treasure Island

**EASEMENT AGREEMENT**

**(Public Utility Easement, Non-ROW, City Facilities on Land Subject to the Public Trust)**

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the TREASURE ISLAND DEVELOPMENT AUTHORITY, a California nonprofit public benefit corporation (“**TIDA**” or “**Grantor**”), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation and its successors and assigns (“**City**”), a perpetual public utility easement for City-owned facilities (“**Easement**”), free of the public trust for navigation, commerce, and fisheries, in, across, and through Grantor’s certain real property, which is located in San Francisco, California and described and depicted in attached Exhibit A (the “**Easement Area**”). TIDA previously reserved a divisible easement over the Easement Area in the following documents: (1) Quitclaim Deed and Reservation of Easements recorded in the Official Records of the City and County of San Francisco (“**Official Records**”) on

November 10, 2015, as Document number 2015-K154698, as modified by the Seventh Memorandum Memorializing Location of Reserved Easements on Treasure Island and Yerba Buena Island recorded in the Official Records on \_\_\_\_\_ as Document number \_\_\_\_\_, [ \_\_\_\_\_ ] as Document Number [ \_\_\_\_\_ ] and (2) Second Phase Quitclaim Deed and Reservation of Easements recorded in the Official Records on December 10, 2020 as Document number 2020-065792, as modified by the First Memorandum Memorializing Location of Reserved Easements [Phase 2] recorded in the Official Records on \_\_\_\_\_ as Document number \_\_\_\_\_. This Easement Agreement conveys a subset of those reserved rights, as set forth below.

1. Nature of Easement. The Easement is a perpetual, divisible, non-exclusive easement in gross, free of the public trust for navigation, commerce, and fisheries, including the right **(a)** to construct, install, maintain, repair, restore, remove, replace, alter, expand, and reconstruct, from time to time, at City's option, within the Easement Area, City-owned utility facilities consisting of: (i) a joint trench, (ii) a storm drain, and/or (iii) a metered pedestal for irrigation controller and lighting, certain related infrastructure, all associated appurtenances, appliances, and fittings (collectively, "**City Facilities**"); **(b)** for underground facilities, to excavate to access City Facilities from the surface of the ground, with not less than thirty feet (30') of vertical clearance above the surface to permit the installation and removal of City Facilities from the surface; **(c)** of ingress and egress for City and its representatives, agents, employees, officers, suppliers, consultants, contractors, and subcontractors ("**City's Agents**"), vehicles and equipment to and from the Easement Area over the lands of Grantor; and **(d)** to place temporary facilities and equipment above ground when needed in connection with any emergency or repair work, as needed to maintain continuous utility service (provided that any such temporary above-ground facilities or equipment shall be maintained only so long as needed to address the emergency or perform the repair work).

2. Grantor's Reserved Rights. Grantor, on behalf of itself, its agents, contractors, subcontractors, suppliers, consultants, employees, invitees or other authorized persons acting for or on behalf of Grantor, including but not limited to any lessee and its tenants (collectively, "**Grantor's Agents**"), reserves the right to use the Easement Area, in any way not inconsistent with the above grant of Easement, subject to the following:

a. Grantor shall not use the Easement Area or permit the same to be used for any purpose or in any manner that will interfere with the proper use, function, maintenance, repair, replacement of, or access to any City Facilities.

b. Grantor shall not use the Easement Area for the erection of any improvement that will damage, interfere with, or endanger the proper use, function, maintenance, repair or replacement of any of City Facilities without prior written authorization by the director of the affected City department.

c. In the event that Grantor elects to construct and maintain fences on or around the Easement Area, Grantor shall provide for City's immediate right of access to the Easement Area without prior notice or authorization to Grantor. Fence design, location, and

construction method for any fence that Grantor locates on or over City Facilities shall require City's prior written consent.

d. Grantor may plant low shrubs in the Easement Area, provided that their roots or underground growth shall not have the potential to damage City Facilities. Grantor shall not plant trees or plants with invasive roots in the Easement Area except in movable planters.

e. Grantor shall not allow the Easement Area to be designated as the sole accessible path of travel.

3. City's Use of the Easement Area.

a. City's rights under this Easement Agreement may be exercised by City's Agents.

b. City will bear all responsibility to operate, maintain and repair the City Facilities at its sole cost, except to the extent any damage or cost is caused or necessitated by Grantor or Grantor's Agents, in which case Grantor shall bear such proportional cost and repair or pay for such damage, at City's discretion. City may elect to repair such damage at Grantor's cost or may elect to observe Grantor's repair work. Any cost incurred by City that is caused or necessitated by Grantor or Grantor's Agents shall be invoiced to Grantor within twelve (12) months of the date the cost is incurred. Grantor shall remit payment to City within sixty (60) calendar days of receiving an invoice.

c. Prior to commencing any Major Work, as defined below, City shall provide Grantor with at least sixty (60) calendar days' prior written notice. Prior to commencing any Ordinary Maintenance and Repair, as defined below, that requires excavation in the Easement Area, City will provide Grantor with at least fifteen (15) calendar days' prior written notice. Notwithstanding the foregoing, in the event of an emergency, as determined by City in its sole discretion, City shall not be obligated to provide Grantor with any notice. The term "**Major Work**" means work in the Easement Area that cannot be reasonably expected to be completed within three (3) consecutive days. The term "**Ordinary Maintenance and Repair**" means work in the Easement Area. That can be reasonably expected to be completed within three (3) consecutive days.

d. In undertaking work within the Easement Area, City shall use reasonable efforts to (i) complete all construction, maintenance or repair activities in an expeditious and diligent manner; and (ii) minimize disruption to Grantor's use of Grantor's land adjoining the Easement Area. City shall not be liable in any manner, and Grantor hereby waives any claims, for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of City's entry onto or use of the Easement Area, except to the extent resulting directly from the active negligence or willful misconduct of City or its contractors or agents, or City's breach of its covenants in this Easement Agreement.

e. Upon completion of any construction, maintenance or repair involving excavation within or around the Easement Area (including but not limited to any Major Work or Ordinary Maintenance and Repair), City shall, at its cost, backfill the excavation and restore the

surface in accordance with the terms of this Section 3. Where the disturbed surface area is paved, City shall restore the area with three-inch (3") thick asphalt concrete over eight-inch thick (8") Portland cement concrete or its cost equivalent. Where the disturbed surface area is not paved, City shall restore the area with native backfill. City shall not be liable for damage to, or required to restore, any other improvements or vegetation within the Easement Area. City shall not be responsible for the cost of removing, restoring or replacing any improvements previously installed by Grantor pursuant to City's authorization as described in Section 2. In an emergency, City may remove any such improvements without notice, liability, or obligation to replace the same. In a non-emergency, City shall provide at least ten (10) business days' notice to Grantor to remove such improvements prior to City commencing work within the Easement Area.

f. City may remove any improvements that may damage or interfere with City Facilities or impede access thereto without any notice, liability, or obligation to replace the same. The foregoing sentence shall not apply to any improvements constructed pursuant to improvement plans previously reviewed and approved by City or to paving of private roads that exist at the time the Easement is accepted.

g. City shall indemnify, defend (with counsel reasonably approved by Grantor and Grantor's Agents), and hold Grantor harmless from and against any cost, expense, liability, damage or injury to property or persons to the extent caused by City's negligence or willful misconduct (or that of City's Agents) in the exercise of the rights granted to, or reserved by, City hereunder. Notwithstanding anything herein to the contrary, this Section 3(g) shall survive the expiration and termination of this Easement.

4. Condition of Easement Area. City accepts its rights in the Easement Area in it's a current "as is" condition without any warranty (express or implied) by Grantor. Grantor and City shall conduct all of their respective activities within the Easement Area in a manner such that the Easement Area remains in a good, safe condition.

5. Notices, Demands and Communications. Whenever any notice or any other communication is required or permitted to be given under any provision of this Easement Agreement (as, for example, where a party is permitted or required to "notify" the other party), such notice or other communication shall be in writing, signed by or on behalf of the party giving the notice or other communication, and shall be deemed to have been given on the earliest to occur of (i) the date of the actual delivery, or (ii) if mailed, on the delivery date shown on the return receipt, in each case to the respective address(es) of the party to whom such notice is to be given as set forth below, or at such other address of which such party shall have given notice to the other party as provided in this Section 5. Legal counsel for any party may give notice on behalf of such party.

If to Grantor, to:

Treasure Island Development Authority  
1 Avenue of the Palms, #241  
San Francisco, CA 94130  
Attn: Robert Beck

with a copy to

Attn: Grace Park (TIDA City Attorney)  
Office of the City Attorney



City Hall, Room 234  
1 Dr. Carlton R. Goodlett Place  
San Francisco, CA 94102

If to City, to: San Francisco Public Utilities Commission  
General Manager  
525 Golden Gate Avenue, 13th Floor  
San Francisco, CA 94102

with copies to: San Francisco Public Utilities Commission  
Real Estate Director  
525 Golden Gate Avenue, 10th Floor  
San Francisco, CA 94102

San Francisco Real Estate Division  
Real Estate Director  
25 Van Ness Avenue, Suite 400  
San Francisco, CA 94102

Office of the City Attorney  
City Hall, Room 234  
1 Dr. Carlton R. Goodlett Place  
San Francisco, CA 94102  
Attn: Real Estate/Finance Team

6. Abandonment of Easement. City may, at its sole option, abandon the Easement by recording a quitclaim deed. Except as otherwise provided in this Easement, Agreement upon recording such quitclaim deed, the Easement and all rights, duties and liabilities hereunder 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.

7. Exhibits. The exhibits referenced in and attached to this Easement Agreement are incorporated into and made a part of this Easement Agreement. Grantor and City acknowledge that the precise locations described in the attached exhibits may change upon construction of utility related improvements in those locations. In such an event, Grantor and City agree to work together in good faith to amend and restate this Easement Agreement as needed to reflect the area required for the utilities as actually installed.

8. Binding Effect. The conditions and covenants contained in this Easement Agreement shall run with the land, burden the Easement Area and be binding on and benefit Grantor and City and their respective agents, successors and assigns unless earlier terminated by written agreement of the parties or their respective successors or assigns.

*[Signature Page Follows]*

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

**GRANTOR:**

TREASURE ISLAND DEVELOPMENT AUTHORITY  
a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Name: Robert Beck  
Title: Treasure Island Director

APPROVED AS TO FORM:

DAVID CHIU  
CITY ATTORNEY

\_\_\_\_\_  
Grace Park  
Deputy City Attorney  
(as counsel to TIDA)

*[Signatures continue on following page]*

**GRANTEE:**

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
Sarah R. Oerth  
Director of Property

**APPROVED AS TO FORM:**

DAVID CHIU  
City Attorney

By: \_\_\_\_\_  
Nancy Taylor  
Deputy City Attorney  
(as counsel to City)

*[Notary Acknowledgment Follows]*

**CERTIFICATE OF ACKNOWLEDGMENT**  
**OF NOTARY PUBLIC**

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

State of California )

County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, 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: \_\_\_\_\_

**CERTIFICATE OF ACKNOWLEDGMENT**  
**OF NOTARY PUBLIC**

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

State of California )

County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, 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: \_\_\_\_\_

Exhibit A

PUE 1

PUE 2

PUE 3

PUE 4

PUE 6

PUE 8

PUE 9

PUE 12

PUE 13

PUE 14

PUE 16

PUE 17

PUE 19

## CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed to the City and County of San Francisco by this Easement Agreement, dated \_\_\_\_\_, 20\_\_, as set forth in Exhibit A, is hereby accepted pursuant to Board of Supervisors' Ordinance No. \_\_\_\_\_, approved \_\_\_\_\_, and the City consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_, 20\_\_

CITY AND COUNTY OF SAN  
FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
Sarah R. Oerth  
Director of Property

## **EXHIBIT 4**

### **FORM OF EASEMENT**

#### **Public Utility Easement, Non-ROW, City Facilities on Land Free of the Public Trust - PUE 5, PUE 10, PUE 11, PUE 15, PUE 20, PUE 21)**

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, CA 94102  
Attn: Director of Property

Exempt from Recording Fees (Govt. Code  
§ 27383) and from Documentary Transfer  
Tax (Rev. & Tax. Code § 11922 and SF  
Bus. and Tax Reg. Code § 1105)

[Space Above for Recorder's Use]

Assessor's Block 1939-131 (PUE 5), 1939-137  
(PUE 10), 1939-137 (PUE 11, PUE 15), 1939-121  
(PUE 20), 1939-131 (PUE 21)  
Portions of Treasure Island

### **EASEMENT AGREEMENT**

#### **(Public Utility Easement, Non-ROW, City Facilities on Land Free of the Public Trust)**

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the TREASURE ISLAND DEVELOPMENT AUTHORITY, a California nonprofit public benefit corporation ("**TIDA**" or "**Grantor**"), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation and its successors and assigns ("**City**"), a perpetual public utility easement for City-owned facilities ("**Easement**"), in, across, and through Grantor's certain real property, which is located in San Francisco, California and described and depicted in attached Exhibit A (the "**Easement Area**").

1. Nature of Easement. The Easement is a perpetual, divisible, non-exclusive easement in gross, including the right (a) to construct, install, maintain, repair, restore, remove, replace, alter, expand, and reconstruct, from time to time, at City's option, within the Easement Area, City-owned utility facilities consisting of: (i) a joint trench, and/or (ii) a metered pedestal for irrigation controller and lighting, certain related infrastructure, all associated appurtenances,



appliances, and fittings (collectively, “**City Facilities**”); (b) for underground facilities, to excavate to access City Facilities from the surface of the ground, with not less than thirty feet (30’) of vertical clearance above the surface to permit the installation and removal of City Facilities from the surface; (c) of ingress and egress for City and its representatives, agents, employees, officers, suppliers, consultants, contractors, and subcontractors (“**City’s Agents**”), vehicles and equipment to and from the Easement Area over the lands of Grantor; and (d) to place temporary facilities and equipment above ground when needed in connection with any emergency or repair work, as needed to maintain continuous utility service (provided that any such temporary above-ground facilities or equipment shall be maintained only so long as needed to address the emergency or perform the repair work).

2. Grantor’s Reserved Rights. Grantor, on behalf of itself, its agents, contractors, subcontractors, suppliers, consultants, employees, invitees or other authorized persons acting for or on behalf of Grantor, including but not limited to any lessee and its tenants (collectively, “**Grantor’s Agents**”), reserves the right to use the Easement Area, in any way not inconsistent with the above grant of Easement, subject to the following:

a. Grantor shall not use the Easement Area or permit the same to be used for any purpose or in any manner that will interfere with the proper use, function, maintenance, repair, replacement of, or access to any City Facilities.

b. Grantor shall not use the Easement Area for the erection of any improvement that will damage, interfere with, or endanger the proper use, function, maintenance, repair or replacement of any of City Facilities without prior written authorization by the director of the affected City department.

c. In the event that Grantor elects to construct and maintain fences on or around the Easement Area, Grantor shall provide for City’s immediate right of access to the Easement Area without prior notice or authorization to Grantor. Fence design, location, and construction method for any fence that Grantor locates on or over City Facilities shall require City’s prior written consent.

d. Grantor shall not allow the Easement Area to be designated as the sole accessible path of travel.

3. City’s Use of the Easement Area.

a. City’s rights under this Easement Agreement may be exercised by City’s Agents.

b. City will bear all responsibility to operate, maintain and repair the City Facilities at its sole cost, except to the extent any damage or cost is caused or necessitated by Grantor or Grantor’s Agents, in which case Grantor shall bear such proportional cost and repair or pay for such damage, at City’s discretion. City may elect to repair such damage at Grantor’s cost or may elect to observe Grantor’s repair work. Any cost incurred by City that is caused or necessitated by Grantor or Grantor’s Agents shall be invoiced to Grantor within twelve (12) months of the date the cost is incurred. Grantor shall remit payment to City within sixty (60) calendar days of receiving an invoice.

c. Prior to commencing any Major Work, as defined below, City shall provide Grantor with at least sixty (60) calendar days' prior written notice. Prior to commencing any Ordinary Maintenance and Repair, as defined below, that requires excavation in the Easement Area, City will provide Grantor with at least fifteen (15) calendar days' prior written notice. Notwithstanding the foregoing, in the event of an emergency, as determined by City in its sole discretion, City shall not be obligated to provide Grantor with any notice. The term "**Major Work**" means work in the Easement Area that cannot be reasonably expected to be completed within three (3) consecutive days. The term "**Ordinary Maintenance and Repair**" means work in the Easement Area that can be reasonably expected to be completed within three (3) consecutive days.

d. In undertaking work within the Easement Area, City shall use reasonable efforts to (i) complete all construction, maintenance or repair activities in an expeditious and diligent manner; and (ii) minimize disruption to Grantor's use of Grantor's land adjoining the Easement Area. City shall not be liable in any manner, and Grantor hereby waives any claims, for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of City's entry onto or use of the Easement Area, except to the extent resulting directly from the active negligence or willful misconduct of City or its contractors or agents, or City's breach of its covenants in this Easement Agreement.

e. Upon completion of any construction, maintenance or repair involving excavation within or around the Easement Area (including but not limited to any Major Work or Ordinary Maintenance and Repair), City shall, at its cost, backfill the excavation and restore the surface in accordance with the terms of this Section 3. Where the disturbed surface area is paved, City shall restore the area with three-inch (3") thick asphalt concrete over eight-inch thick (8") Portland cement concrete or its cost equivalent. Where the disturbed surface area is not paved, City shall restore the area with native backfill. City shall not be liable for damage to, or required to restore, any other improvements or vegetation within the Easement Area. City shall not be responsible for the cost of removing, restoring or replacing any improvements previously installed by Grantor pursuant to City's authorization as described in Section 2. In an emergency, City may remove any such improvements without notice, liability, or obligation to replace the same. In a non-emergency, City shall provide at least ten (10) business days' notice to Grantor to remove such improvements prior to City commencing work within the Easement Area.

f. City may remove any improvements that may damage or interfere with City Facilities or impede access thereto without any notice, liability, or obligation to replace the same. The foregoing sentence shall not apply to any improvements constructed pursuant to improvement plans previously reviewed and approved by City or to paving of private roads that exist at the time the Easement is accepted.

g. City shall indemnify, defend (with counsel reasonably approved by Grantor and Grantor's Agents), and hold Grantor harmless from and against any cost, expense, liability, damage or injury to property or persons to the extent caused by City's negligence or willful misconduct (or that of City's Agents) in the exercise of the rights granted to, or reserved by, City hereunder. Notwithstanding anything herein to the contrary, this Section 3(g) shall survive the expiration and termination of this Easement.

4. Condition of Easement Area. City accepts its rights in the Easement Area in its current “as is” condition without any warranty (express or implied) by Grantor. Grantor and City shall conduct all of their respective activities within the Easement Area in a manner such that the Easement Area remains in a good, safe condition.

5. Notices, Demands and Communications. Whenever any notice or any other communication is required or permitted to be given under any provision of this Easement Agreement (as, for example, where a party is permitted or required to “notify” the other party), such notice or other communication shall be in writing, signed by or on behalf of the party giving the notice or other communication, and shall be deemed to have been given on the earliest to occur of (i) the date of the actual delivery, or (ii) if mailed, on the delivery date shown on the return receipt, in each case to the respective address(es) of the party to whom such notice is to be given as set forth below, or at such other address of which such party shall have given notice to the other party as provided in this Section 5. Legal counsel for any party may give notice on behalf of such party.

If to Grantor, to:	Treasure Island Development Authority 1 Avenue of the Palms, #241 San Francisco, CA 94130 Attn: Robert Beck
with a copy to	Attn: Grace Park (TIDA City Attorney) Office of the City Attorney City Hall, Room 234 1 Dr. Carlton R. Goodlett Place San Francisco, CA 94102
If to City, to:	San Francisco Public Utilities Commission General Manager 525 Golden Gate Avenue, 13th Floor San Francisco, CA 94102
with copies to:	San Francisco Public Utilities Commission Real Estate Director 525 Golden Gate Avenue, 10th Floor San Francisco, CA 94102  San Francisco Real Estate Division Real Estate Director 25 Van Ness Avenue, Suite 400 San Francisco, CA 94102  Office of the City Attorney City Hall, Room 234 1 Dr. Carlton R. Goodlett Place San Francisco, CA 94102 Attn: Real Estate/Finance Team

6. Abandonment of Easement. City may, at its sole option, abandon the Easement by recording a quitclaim deed. Except as otherwise provided in this Easement Agreement, upon recording such quitclaim deed, the Easement and all rights, duties and liabilities hereunder 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.

7. Exhibits. The exhibits referenced in and attached to this Easement Agreement are incorporated into and made a part of this Easement Agreement. Grantor and City acknowledge that the precise locations described in the attached exhibits may change upon construction of utility-related improvements in those locations. In such an event, Grantor and City agree to work together in good faith to amend and restate this Easement Agreement as needed to reflect the area required for the utilities as actually installed.

8. Binding Effect. The conditions and covenants contained in this Easement Agreement shall run with the land, burden the Easement Area and be binding on and benefit Grantor and City and their respective agents, successors and assigns unless earlier terminated by written agreement of the parties or their respective successors or assigns.

*[Signature Page Follows]*

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

**GRANTOR:**

TREASURE ISLAND DEVELOPMENT AUTHORITY  
a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Name: Robert Beck  
Title: Treasure Island Director

APPROVED AS TO FORM:

DAVID CHIU  
CITY ATTORNEY

\_\_\_\_\_  
Grace Park  
Deputy City Attorney  
(as counsel to TIDA)

*[Signatures continue on following page]*

**GRANTEE:**

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
Sarah R. Oerth  
Director of Property

APPROVED AS TO FORM:

DAVID CHIU  
City Attorney

By: \_\_\_\_\_  
Nancy Taylor  
Deputy City Attorney  
(as counsel to City)

*[Notary Acknowledgment Follows]*

**CERTIFICATE OF ACKNOWLEDGMENT**  
**OF NOTARY PUBLIC**

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

State of California )

County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, 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: \_\_\_\_\_

**CERTIFICATE OF ACKNOWLEDGMENT**  
**OF NOTARY PUBLIC**

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

State of California )

County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, 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: \_\_\_\_\_



Exhibit A

PUE 5

PUE 10

PUE 11

PUE 15

PUE 20

PUE 21

Easement Area

## CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed to the City and County of San Francisco by this Easement Agreement, dated \_\_\_\_\_, 20\_\_, as set forth in Exhibit A, is hereby accepted pursuant to Board of Supervisors' Ordinance No. \_\_\_\_\_, approved \_\_\_\_\_, and the City consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_, 20\_\_

CITY AND COUNTY OF SAN  
FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
Sarah R. Oerth  
Director of Property

## **EXHIBIT 5**

### **FORM OF EASEMENT**

Public Utility Easement (Sanitary Sewer Lift Station), Non-ROW, City Facilities on Land  
Subject to the Public Trust (PUE 7)

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, CA 94102  
Attn: Director of Property

Exempt from Recording Fees (Govt. Code §  
27383) and from Documentary Transfer Tax  
(Rev. & Tax. Code § 11922 and SF Bus. and  
Tax Reg. Code § 1105)

[Space Above for Recorder's Use]

Assessor's Block 8934-001 (PUE 7), 8934-004  
(PUE 7), 1939-149 (PUE 7)  
Portions of Treasure Island

### **EASEMENT AGREEMENT**

**(Public Utility Easement (Sanitary Sewer Lift Station), Non-ROW, City Facilities on Land  
Subject to the Public Trust)**

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the TREASURE ISLAND DEVELOPMENT AUTHORITY, a California nonprofit public benefit corporation (“**TIDA**” or “**Grantor**”), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation and its successors and assigns (“**City**”), a perpetual public utility easement for City-owned facilities (“**Easement**”), free of the public trust for navigation, commerce, and fisheries, in, across, and through Grantor’s certain real property, which is located in San Francisco, California and described and depicted in attached Exhibit A (the “**Easement Area**”). TIDA previously reserved a divisible easement over the Easement Area in the following documents: (1) Quitclaim Deed and Reservation of Easements recorded in the Official Records of the City and County of San Francisco (“Official Records”) on November 10, 2015, as Document number 2015-K154698, as modified by the Seventh Memorandum Memorializing Location of Reserved Easements on Treasure Island and Yerba Buena Island recorded in the Official Records on \_\_\_\_\_ as Document number \_\_\_\_\_, and (2) Second Phase Quitclaim Deed and Reservation of Easements recorded in the Official Records on December 10, 2020 as Document

number 2020-065792, as modified by the First Memorandum Memorializing Location of Reserved Easements [Phase 2] recorded in the Official Records on \_\_\_\_\_ as Document number \_\_\_\_\_. This Easement Agreement conveys a subset of those reserved rights, as set forth below.

1. Nature of Easement. The Easement is a perpetual, divisible, exclusive easement in gross, free of the public trust for navigation, commerce, and fisheries, including the right (a) to construct, install, maintain, repair, restore, remove, replace, alter, expand, and reconstruct, from time to time, at City's option, within the Easement Area, City-owned utility facilities consisting of a sanitary sewer lift station, certain related infrastructure, associated appurtenances, appliances, and fittings (collectively, "**City Facilities**"); (b) for underground facilities, to excavate to access City Facilities from the surface of the ground, with not less than thirty feet (30') of vertical clearance above the surface to permit the installation and removal of City Facilities from the surface; (c) of ingress and egress for City and its representatives, agents, employees, officers, suppliers, consultants, contractors, and subcontractors ("**City's Agents**"), vehicles and equipment to and from the Easement Area over the lands of Grantor; and (d) to place temporary facilities and equipment above ground when needed in connection with any emergency or repair work, as needed to maintain continuous utility service (provided that any such temporary above-ground facilities or equipment shall be maintained only so long as needed to address the emergency or perform the repair work).

2. Grantor's Reserved Rights. Grantor, on behalf of itself, its agents, contractors, subcontractors, suppliers, consultants, employees, invitees or other authorized persons acting for or on behalf of Grantor, including but not limited to any lessee and its tenants (collectively, "**Grantor's Agents**") agrees that Grantor may not enter or otherwise use the Easement Area without City's prior written consent. Grantor may not grant rights to a third party within the Easement Area without City's prior written consent. City has no obligation to inform Grantor of any work by or on behalf of City within the Easement Area.

3. City's Use of the Easement Area.

a. City's rights under this Easement Agreement may be exercised by City's Agents.

b. City will bear all responsibility to operate, maintain and repair the City Facilities at its sole cost, except to the extent any damage or cost is caused or necessitated by Grantor or Grantor's Agents, in which case Grantor shall bear such proportional cost and repair or pay for such damage, at City's discretion. City may elect to repair such damage at Grantor's cost or may elect to observe Grantor's repair work. Any cost incurred by City that is caused or necessitated by Grantor or Grantor's Agents shall be invoiced to Grantor within twelve (12) months of the date the cost is incurred. Grantor shall remit payment to City within sixty (60) calendar days of receiving an invoice.

c. In undertaking work within the Easement Area, City shall use reasonable efforts to (i) complete all construction, maintenance or repair activities in an expeditious and diligent manner; and (ii) minimize disruption to Grantor's use of Grantor's land adjoining the

Easement Area. City shall not be liable in any manner, and Grantor hereby waives any claims, for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of City's entry onto or use of the Easement Area, except to the extent resulting directly from the active negligence or willful misconduct of City or its contractors or agents, or City's breach of its covenants in this Easement Agreement.

d. Upon completion of any construction, maintenance or repair involving excavation within or around the Easement Area (including but not limited to any Major Work or Ordinary Maintenance and Repair), City shall, at its cost, backfill the excavation and restore the surface in accordance with the terms of this Section 3. Where the disturbed surface area is paved, City shall restore the area with three-inch (3") thick asphalt concrete over eight-inch thick (8") Portland cement concrete or its cost equivalent. Where the disturbed surface area is not paved, City shall restore the area with native backfill. City shall not be liable for damage to, or required to restore, any other improvements or vegetation within the Easement Area. City shall not be responsible for the cost of removing, restoring or replacing any improvements previously installed by Grantor pursuant to City's authorization as described in Section 2. In an emergency, as determined by City in its sole discretion, City may remove any such improvements without notice, liability, or obligation to replace the same. In a non-emergency, City shall provide at least ten (10) business days' notice to Grantor to remove such improvements prior to City commencing work within the Easement Area.

e. City may remove any improvements that may damage or interfere with City Facilities or impede access thereto without any notice, liability, or obligation to replace the same. The foregoing sentence shall not apply to any improvements constructed pursuant to improvement plans previously reviewed and approved by City or to paving of private roads that exist at the time the Easement is accepted.

f. City shall indemnify, defend (with counsel reasonably approved by Grantor and Grantor's Agents), and hold Grantor harmless from and against any cost, expense, liability, damage or injury to property or persons to the extent caused by City's negligence or willful misconduct (or that of City's Agents) in the exercise of the rights granted to, or reserved by, City hereunder. Notwithstanding anything herein to the contrary, this Section 3(f) shall survive the expiration and termination of this Easement.

4. Condition of Easement Area. City accepts its rights in the Easement Area in it's a current "as is" condition without any warranty (express or implied) by Grantor. Grantor and City shall conduct all of their respective activities within the Easement Area in a manner such that the Easement Area remains in a good, safe condition.

5. Notices, Demands and Communications. Whenever any notice or any other communication is required or permitted to be given under any provision of this Easement Agreement (as, for example, where a party is permitted or required to "notify" the other party), such notice or other communication shall be in writing, signed by or on behalf of the party giving the notice or other communication, and shall be deemed to have been given on the earliest to occur of (i) the date of the actual delivery, or (ii) if mailed, on the delivery date shown on the return receipt, in each case to the respective address(es) of the party to whom such notice is to be given as set forth below, or at such other address of which such party shall have given notice to the other

party as provided in this Section 5. Legal counsel for any party may give notice on behalf of such party.

If to Grantor, to:	Treasure Island Development Authority 1 Avenue of the Palms, #241 San Francisco, CA 94130 Attn: Robert Beck
with a copy to	Attn: Grace Park (TIDA City Attorney) Office of the City Attorney City Hall, Room 234 1 Dr. Carlton R. Goodlett Place San Francisco, CA 94102
If to City, to:	San Francisco Public Utilities Commission General Manager 525 Golden Gate Avenue, 13th Floor San Francisco, CA 94102
with copies to:	San Francisco Public Utilities Commission Real Estate Director 525 Golden Gate Avenue, 10th Floor San Francisco, CA 94102  San Francisco Real Estate Division Real Estate Director 25 Van Ness Avenue, Suite 400 San Francisco, CA 94102  Office of the City Attorney City Hall, Room 234 1 Dr. Carlton R. Goodlett Place San Francisco, CA 94102 Attn: Real Estate/Finance Team

6. Abandonment of Easement. City may, at its sole option, abandon the Easement by recording a quitclaim deed. Except as otherwise provided in this Easement Agreement, upon recording such quitclaim deed, the Easement and all rights, duties and liabilities hereunder 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.

7. Exhibits. The exhibits referenced in and attached to this Easement Agreement are incorporated into and made a part of this Easement Agreement. Grantor and City acknowledge that the precise locations described in the attached exhibits may change upon construction of utility-related improvements in those locations. In such an event, Grantor and City agree to work together in good faith to amend and restate this Easement Agreement as needed to reflect the area required for the utilities as actually installed.

8. Binding Effect. The conditions and covenants contained in this Easement Agreement shall run with the land, burden the Easement Area and be binding on and benefit Grantor and City and their respective agents, successors and assigns unless earlier terminated by written agreement of the parties or their respective successors or assigns.

*[Signature Page Follows]*

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

**GRANTOR:**

TREASURE ISLAND DEVELOPMENT AUTHORITY  
a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Name: Robert Beck  
Title: Treasure Island Director

APPROVED AS TO FORM:

DAVID CHIU  
CITY ATTORNEY

\_\_\_\_\_  
Grace Park  
Deputy City Attorney  
(as counsel to TIDA)

*[Signatures continue on following page]*



**GRANTEE:**

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
Sarah R. Oerth  
Director of Property

**APPROVED AS TO FORM:**

DAVID CHIU  
City Attorney

By: \_\_\_\_\_  
Nancy Taylor  
Deputy City Attorney  
(as counsel to City)

*[Notary Acknowledgment Follows]*

**CERTIFICATE OF ACKNOWLEDGMENT**  
**OF NOTARY PUBLIC**

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

State of California )

County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, 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: \_\_\_\_\_

**CERTIFICATE OF ACKNOWLEDGMENT**  
**OF NOTARY PUBLIC**

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

State of California )

County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, 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: \_\_\_\_\_

Exhibit A

PUE 7

Easement Area

Exhibit 5

## CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed to the City and County of San Francisco by this Easement Agreement, dated \_\_\_\_\_, 20\_\_, as set forth in Exhibit A, is hereby accepted pursuant to Board of Supervisors' Ordinance No. \_\_\_\_\_, approved \_\_\_\_\_, and the City consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_, 20\_\_

CITY AND COUNTY OF SAN  
FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
Sarah R. Oerth  
Director of Property

## **EXHIBIT 6**

### **FORM OF ASSIGNMENT OF EASEMENT AGREEMENT**

#### **(Assignment of TIDA Easement Over Job Corps Property to City)**

RECORDING REQUESTED BY  
WHEN RECORDED MAIL TO:

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

Exempt from documentary transfer tax pursuant to California Revenue  
and Taxation Code §11922. Exempt from recording fees pursuant to California  
Government Code §27383. Governmental agency acquiring title.

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SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

APN (portion): 1939-028  
Treasure Island

### **ASSIGNMENT OF EASEMENT AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF EASEMENT AGREEMENT (“**Assignment**”) made as of \_\_\_\_\_, 2025, by the TREASURE ISLAND DEVELOPMENT AUTHORITY, a California non-profit public benefit corporation, as assignor (“**Assignor**”), to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation and its successors and assigns, as assignee (“**Assignee**”). The Assignor and Assignee may be referred to herein as a “**Party**” or collectively as the “**Parties**.”

### **RECITALS**

- A. THE UNITED STATES OF AMERICA, acting by and through the Department of Labor Employment & Training Administration (“**Easement Grantor**”), is the owner of certain real property located in the City and County of San Francisco, State of California, commonly known as the Treasure Island Job Corps Center, with a street address of 351 Avenue H, San Francisco, California 94130 (“**Property**”).
- B. Assignor and Easement Grantor are parties to that certain Easement Agreement (Public Utility Easement, Sidewalk and Bicycle Path, Bus Operator Restrooms, Street Lighting and Other Facilities) recorded in the San Francisco Assessor-

Recorder's office on January 29, 2025, as Document number 2025008879 ("Easement"), attached as Exhibit 1. The Easement encumbers the Property.

- C. In order to continue the development of Treasure Island, Assignor now desires to assign its rights and obligations under the Easement to Assignee, and Assignee desires to accept such assignment.
- D. Pursuant to Section 3.b of the Easement, Assignor notified Easement Grantor of its intent to assign and transfer the Easement to Assignee. Easement Grantor's consent is not required.

NOW THEREFORE, in consideration of the mutual covenants and agreements of the Parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the Assignor and Assignee agree as follows:

### AGREEMENT

1. **Assignment.** Assignor does hereby assign, transfer, convey, remise, release, and forever quitclaim to Assignee all of Assignor's assignable rights, title, interests and obligations in and to (a) the Easement, and (ii) Assignee agrees to assume all rights, title, interests and obligations in the Easement from and after the Effective Date of this Assignment. From and after the Effective Date, (1) all references to the "Grantee" or "TIDA", in the Easement shall mean Assignee, and (2) Assignee shall inherit all of Assignor's rights and remedies in the Easement, including but not limited to any right described in Section 1 of the Easement.
2. **Notification and Consents.** No additional notices and no third-party consents are necessary to assign the Easement to Assignee.
3. **Effective Date.** The effective date of this Assignment (the "**Effective Date**") shall be the date that this Assignment is recorded in the San Francisco Assessor-Recorder's Office.
4. **Definitions.** Unless specifically defined herein, all capitalized terms shall have the same meaning provided in the Easement.
5. **Notices.** Notices shall be sufficient under this Assignment if made in writing to the addressees provided below, or to such other addressees as the Parties may designate from time to time in writing:

If to Assignor, to:

Treasure Island Development  
Authority  
1 Avenue of the Palms #241  
San Francisco, CA 94130  
Attn: Robert Beck

with a copy to

Office of the City Attorney  
City Hall, Room 234  
1 Dr. Carlton R. Goodlett Place

San Francisco, CA 94102  
Attn: Real Estate/ Finance Team

If to Assignee, to:

San Francisco Public Utilities  
Commission General Manager  
525 Golden Gate Avenue, 13th Floor  
San Francisco, CA 94102

San Francisco Public Utilities  
Commission Real Estate Director  
525 Golden Gate Avenue, 10th Floor  
San Francisco, CA 94102

San Francisco Real Estate Division  
Real Estate Director  
25 Van Ness Avenue, Suite 400  
San Francisco, CA 94102

With copies to:  
Office of the City Attorney  
City Hall, Room 234  
1 Dr. Carlton R. Goodlett Place  
San Francisco, CA 94102  
Attn: Real Estate/Finance Team

6. **Counterparts.** This Assignment may be executed in multiple counterparts and/or with the signatures of the Parties set forth on different signature sheets and all such counterparts, when taken together, shall be deemed one original.
7. **Authority.** Assignor and Assignee each represent and warrant that they have the full power and authority to execute and deliver this Assignment and the execution and delivery of this Assignment has been duly authorized and does not conflict with or constitute a default under any law, judicial order or other agreement affecting the Property.
8. **Binding Effect.** This Assignment shall be binding upon the Parties and their respective successors and assigns.
9. **Choice of Law.** This Agreement shall be governed by and construed in accordance with Federal law and the laws of the State of California, provided, that in the event of a conflict between Federal law and the laws of the State of California, the Federal law shall govern.
10. **Miscellaneous Provisions.** (i) This Assignment constitutes the entire understanding and agreement of the parties with respect to the matters set forth herein. This Assignment supersedes all negotiations or previous agreements between the Parties respecting the subject



matter of this Assignment. (ii) The Exhibit referenced in and attached to this Assignment are incorporated into and made a part of this Assignment.

**IN WITNESS WHEREOF**, the Parties, intending to be legally bound hereby, have caused their duly appointed representatives to execute this Assignment as of the Effective Date.

ASSIGNOR:

TREASURE ISLAND DEVELOPMENT AUTHORITY  
a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Robert Beck  
Treasure Island Director

ASSIGNEE:

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
Sarah R. Oerth  
Director of Property

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

By: \_\_\_\_\_  
Grace Park  
Deputy City Attorney  
(as counsel to Assignor)

DAVID CHIU, City Attorney

By: \_\_\_\_\_  
Nancy Taylor  
Deputy City Attorney  
(as counsel to Assignee)

Authorized by Board of Supervisors  
Resolution No. [#]  
Adopted [DATE]

**Exhibit 1**  
**Easement Agreement**

**CERTIFICATE OF ACKNOWLEDGMENT**  
**OF NOTARY PUBLIC**

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

State of California )

County of \_\_\_\_\_ )

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 ACKNOWLEDGMENT**  
**OF NOTARY PUBLIC**

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

State of California )

County of \_\_\_\_\_ )

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

As required under Government Code Section 27281, this is to certify that the interest in real property conveyed by the ASSIGNMENT AND ASSUMPTION OF EASEMENT AGREEMENT dated \_\_\_\_\_, from the TREASURE ISLAND DEVELOPMENT AUTHORITY, a California non-profit public benefit corporation, to the City and County of San Francisco, a municipal corporation ("Assignee"), is hereby accepted by order of its Board of Supervisors' Resolution No. [#], adopted on \_\_\_\_\_, 202\_, and approved by the Mayor on \_\_\_\_\_, 202\_, and Assignee consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_

CITY AND COUNTY OF SAN FRANCISCO, a  
municipal corporation

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

Sarah R. Oerth, Director of Property

## **EXHIBIT 7**

### **FORM OF EASEMENT**

#### **(Temporary Access Easement on Land Free of the Public Trust – PAE 2, PAE 3, PAE 5)**

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, CA 94102  
Attn: Director of Property

Exempt from Recording Fees (Govt. Code §  
27383) and from Documentary Transfer Tax  
(Rev. & Tax. Code § 11922 and SF Bus. and  
Tax Reg. Code § 1105)

[Space Above for Recorder's Use]

Assessor's Block 1939-131 (PAE 2, PAE 3),  
8933-004 (PAE 5)  
Portions of Treasure Island

### **EASEMENT AGREEMENT**

#### **(Temporary Access Easement on Land Free of the Public Trust)**

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the TREASURE ISLAND DEVELOPMENT AUTHORITY, a California nonprofit public benefit corporation (“**TIDA**” or “**Grantor**”), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation and its successors and assigns (“**City**”), a temporary access easement (“**Easement**”), free of the public trust for navigation, commerce, and fisheries, in, across, and through Grantor's certain real property, which is located in San Francisco, California and described and depicted in attached Exhibit A (the “**Easement Area**”).

1. Nature of Easement. The Easement is a non-exclusive, temporary easement in gross for public pedestrian and vehicular (including emergency vehicles) ingress, egress, and access on, over, and across the Easement Area, including improvements located thereon.

2. Grantor's Reserved Rights. Grantor, on behalf of itself, its agents, contractors, subcontractors, suppliers, consultants, employees, invitees or other authorized persons acting for or on behalf of Grantor, including but not limited to any lessee and its tenants (collectively,

“**Grantor’s Agents**”), reserves the right to use the Easement Area, in any way not inconsistent with the above grant of Easement, subject to the conditions below, which conditions benefit and ensure access for all emergency vehicles owned by City or by other licensed public or private operators. In the event of any conflict between the terms of this Section 2 and other provisions of this Easement Agreement, the terms of this Section 2 shall govern.

a. Interference. Grantor shall not use the Easement Area or permit the same to be used for any purpose or in any manner that will interfere with emergency vehicle access.

b. Maintenance and Repair. Grantor shall maintain the Easement Area, and any surface improvements from time to time constructed thereon, at all times in a level, good and safe condition consistent with emergency access and City’s load requirements for emergency vehicles. Grantor shall perform such repair and maintenance at its sole expense and to the City’s reasonable satisfaction. City shall have no obligation under this Easement Agreement to maintain or repair the Easement Area or to maintain, repair, replace or remove any improvements or materials in the Easement Area.

c. City’s Right to Remove Interfering Improvements. City may remove any improvements that may damage or interfere with or impede vehicle access without any notice, liability, or obligation to replace the same except as provided in Section 3. The foregoing sentence shall not apply to any improvements constructed pursuant to improvement plans previously reviewed and approved by City.

d. Default; Enforcement. Grantor’s failure to perform any of its covenants or obligations under this Section 2 and to cure such non-performance within thirty (30) calendar days of written notice by City of such failure shall constitute a default under this Easement Agreement; provided that if more than thirty calendar (30) days are reasonably required to cure such failure, no event of default shall occur if Grantor commences such cure within such thirty (30) day period and diligently prosecutes such cure to completion. Upon such default, City shall be entitled to enforce its rights under this Section 2 and the Easement Agreement in any forum of appropriate jurisdiction.

### 3. City’s Use of the Easement Area.

a. City’s rights under this Easement may be exercised by City and its representatives, agents, employees, officers, suppliers, consultants, contractors, and subcontractors (“**City’s Agents**”).

b. Prior to commencing any Major Work, as defined below, City shall provide Grantor with at least sixty (60) calendar days’ prior written notice. Prior to commencing any Ordinary Maintenance and Repair, as defined below, that requires excavation in the Easement Area, City will provide Grantor with at least fifteen (15) calendar days’ prior written notice. Notwithstanding the foregoing, in the event of an emergency, as determined by City in its sole discretion, City shall not be obligated to provide Grantor with any notice. The term “**Major Work**” means work in the Easement Area that cannot be reasonably expected to be completed within three (3) consecutive days. The term “**Ordinary Maintenance and Repair**” means work

in the Easement Area that can be reasonably expected to be completed within three (3) consecutive days.

c. In undertaking work within the Easement Area, City shall use reasonable efforts to (i) complete all construction, maintenance or repair activities in an expeditious and diligent manner; and (ii) minimize disruption to Grantor's use of Grantor's land adjoining the Easement Area. City shall not be liable in any manner, and Grantor hereby waives any claims, for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of City's entry onto or use of the Easement Area, except to the extent resulting directly from the active negligence or willful misconduct of City or its contractors or agents, or City's breach of its covenants in this Easement Agreement.

d. Upon completion of any construction, maintenance or repair involving excavation within or around the Easement Area (including but not limited to any Major Work or Ordinary Maintenance and Repair), City shall, at its cost, backfill the excavation and restore the surface in accordance with the terms of this Section 3. Where the disturbed surface area is paved, City shall restore the area with three-inch (3") thick asphalt concrete over eight-inch thick (8") Portland cement concrete or its cost equivalent. Where the disturbed surface area is not paved, City shall restore the area with native backfill. City shall not be liable for damage to, or required to restore, any other improvements or vegetation within the Easement Area. City shall not be responsible for the cost of removing, restoring or replacing any improvements previously installed by Grantor as described in Section 2. In an emergency, as determined by City in its sole discretion, City may remove any such improvements without notice, liability, or obligation to replace the same. In a non-emergency, City shall provide a minimum of ten (10) business days' notice to Grantor to remove such improvements prior to City commencing work within the Easement Area.

4. Indemnification. City shall indemnify, defend (with counsel reasonably approved by Grantor and Grantor's Agents), and hold Grantor harmless from and against any cost, expense, liability, damage or injury to property or persons to the extent caused by City's negligence or willful misconduct (or that of City's Agents) in the exercise of the rights granted to, or reserved by, City hereunder. Notwithstanding anything herein to the contrary, this Section 4 shall survive the expiration and termination of this Easement.

5. Condition of Easement Area. City accepts its rights in the Easement Area in its current "as is" condition without any warranty (express or implied) by Grantor. City acknowledges that portions of the Easement Area are planned to be improved and used as public right of way. Grantor and City shall conduct all of their respective activities within the Easement Area in a manner such that the Easement Area remains in a good, safe condition.

6. Notices, Demands and Communications. Whenever any notice or any other communication is required or permitted to be given under any provision of this Easement Agreement (as, for example, where a party is permitted or required to "notify" the other party), such notice or other communication shall be in writing, signed by or on behalf of the party giving the notice or other communication, and shall be deemed to have been given on the earliest to occur of (i) the date of the actual delivery, or (ii) if mailed, on the delivery date shown on the return receipt, in each case to the respective address(es) of the party to whom such notice is to be



given as set forth below, or at such other address of which such party shall have given notice to the other party as provided in this Section 6. Legal counsel for any party may give notice on behalf of such party.

If to Grantor, to:	Treasure Island Development Authority 1 Avenue of the Palms #241 San Francisco, CA 94130 Attn: Robert Beck
with a copy to	Attn: Grace Park (TIDA City Attorney) Office of the City Attorney City Hall, Room 234 1 Dr. Carlton R. Goodlett Place San Francisco, CA 94102
If to City, to:	San Francisco Public Utilities Commission General Manager 525 Golden Gate Avenue, 13th Floor San Francisco, CA 94102
with copies to:	San Francisco Public Works 49 S. Van Ness Ave., Suite 1600 San Francisco, CA 94103  San Francisco Real Estate Division Real Estate Director 25 Van Ness Avenue, Suite 400 San Francisco, CA 94102  Office of the City Attorney City Hall, Room 234 1 Dr. Carlton R. Goodlett Place San Francisco, CA 94102 Attn: Real Estate/Finance Team

7. Term; Termination. The term of the Easement shall run from recordation of this Easement Agreement until the termination described in this Section 7. The Easement will automatically terminate and be of no force and effect as follows:

a. As to the portion of the Easement Area described as PAE 2, upon City's acceptance and public dedication of the Designated Remainder of Lot X of Final Transfer Map No. 9837, recorded July 24, 2019, as Document No. 2019-K787065, of the Official Records of the City and County of San Francisco ("FTM 9837"), as a public right-of-way such that the Easement Area is no longer needed for the purposes described in Section 1. City shall, at such

time and upon the request of Grantor, execute a quitclaim to Grantor relinquishing its interest in that portion of the Easement Area;

b. As to the portion of the Easement Area described as PAE 3, upon City's acceptance and public dedication of the Designated Remainder of Lot AE of FTM 9837, as a public right-of-way such that the Easement Area is no longer needed for the purposes described in Section 1. City shall, at such time and upon the request of Grantor, execute a quitclaim to Grantor relinquishing its interest in that portion of the Easement Area;

c. As to the portion of the Easement Area described as PAE 5, upon the earlier of:

(i) City's acceptance and public dedication of any continuation of Peacemakers Street through the Job Corps Parcel (as shown on plat to accompany the legal description of PAE-5), as a public right-of-way such that this portion of the Easement Area is no longer needed for the purposes described in Section 1. Peacemakers Street may be extended through the Job Corps Parcel if the Job Corps Parcel is incorporated into the exchange authorized by that certain Compromise Title Settlement and Land Exchange Agreement for Treasure Island and Yerba Buena Island, recorded in the San Francisco Assessor-Recorder's office on January 14, 2015, as Document number 2015-K005565-00;

(ii) issuance of a certificate of occupancy, or equivalent, for a parking garage on Lot 33 of FTM 9837, provided that such parking garage includes a turnaround or other facility (either within or adjacent to the parking garage) to accommodate emergency vehicle access and access for City maintenance vehicles; or

(iii) such other conditions as mutually agreed upon by City and TIDA. City shall, at such time and upon the request of Grantor, execute a quitclaim to Grantor relinquishing its interest in that portion of the Easement Area; and

d. When the conditions for termination as to all portions of the Easement Area have been met, as described above, then the City shall, at such time and upon the request of Grantor, execute a quitclaim to Grantor relinquishing its interest in the Easement.

8. Abandonment of Easement. City may, at its sole option, abandon the Easement by recording a quitclaim deed. Except as otherwise provided in this Easement Agreement, upon recording such quitclaim deed, the Easement and all rights, duties and liabilities hereunder 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. The dedication of this Easement is expressly intended to be temporary in nature, with the City's rights hereunder terminating upon the occurrence of the conditions described in Section 7. Accordingly, City acknowledges that acceptance of the Easement and the public's rights hereunder as a result of any related public dedication, are terminable automatically per Section 7 without further action of City's Board of Supervisors.

9. Exhibits. The exhibits referenced in and attached to this Easement Agreement are incorporated into and made a part of this Easement Agreement. Grantor and City acknowledge

that the precise locations described in the attached exhibits may change upon construction of access-related improvements in those locations. In such an event, Grantor and City agree to work together in good faith to amend and restate this Easement Agreement as needed to reflect the area required for the access as actually installed.

10. Binding Effect. The conditions and covenants contained in this Easement Agreement shall run with the land, burden the Easement Area and be binding on and benefit Grantor and City and their respective agents, successors and assigns unless earlier terminated in accordance with the terms and conditions of this Easement Agreement.

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

**GRANTOR:**

TREASURE ISLAND DEVELOPMENT AUTHORITY  
a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Name: Robert Beck  
Title: Treasure Island Director

**APPROVED AS TO FORM:**

DAVID CHIU  
CITY ATTORNEY

\_\_\_\_\_  
Grace Park  
Deputy City Attorney  
(as counsel to TIDA)

[Signatures continue on following page]

**GRANTEE:**

CITY AND COUNTY OF SAN FRANCISCO,

a municipal corporation

By:

\_\_\_\_\_  
Sarah R. Oerth  
Director of Property

APPROVED AS TO FORM:

DAVID CHIU

City Attorney

By:

\_\_\_\_\_  
Nancy Taylor  
Deputy City Attorney  
(as counsel to City)

*[Notary Acknowledgment Follows]*

**CERTIFICATE OF ACKNOWLEDGMENT**  
**OF NOTARY PUBLIC**

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

State of California )

County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, 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: \_\_\_\_\_

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.

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, 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.

WITNESS my hand and official seal.

Exhibit 7

Exhibit A

PAE 2

PAE 3

Easement Area

## CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed to the City and County of San Francisco by this Easement Agreement, dated \_\_\_\_\_, 20\_\_, as set forth in Exhibit A, is hereby accepted pursuant to Board of Supervisors' Ordinance No. \_\_\_\_\_, approved \_\_\_\_\_, and the City consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_, 20\_\_

CITY AND COUNTY OF SAN  
FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
Sarah R. Oerth  
Director of Property