

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

by and between

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

as Seller,

and

CITY AND COUNTY OF SAN FRANCISCO,  
a California municipal corporation, by and through its Public Utilities Commission,

as Buyer,

for the purchase and sale of

permanent aerial easement, a permanent footing easement, and a permanent pipeline easement  
across, in, and upon a portion of Assessor's Parcel 011-322-200

located in the City of South San Francisco,  
County of San Mateo, State of California.

\_\_\_\_\_, 2024

## TABLE OF CONTENTS

	<u>Page</u>
1. PURCHASE AND SALE .....	1
1.1. Purchase and Sale of Easement.....	1
1.2. Easement Area; Nature of Easement .....	1
2. PURCHASE PRICE .....	1
2.1. Purchase Price.....	1
2.2. Payment.....	2
2.3. Funds.....	2
3. CONVEYANCE OF EASEMENT.....	2
3.1. Easement Deed.....	2
3.2. State of Title.....	2
3.3. Title Insurance .....	2
4. CONDITIONS TO CLOSING .....	3
4.1. City’s Conditions to Closing.....	3
4.2. Cooperation with City.....	4
5. ESCROW AND CLOSING; POSSESSION .....	4
5.1. “Closing” Defined.....	4
5.2. Escrow; Closing Without an Escrow .....	4
5.3. Closing Date.....	5
5.4. Seller’s Delivery of Documents.....	5
5.5. City’s Delivery of Documents and Funds.....	6
5.6. Other Documents; Cooperation .....	6
5.7. Closing.....	6
5.8. Possession and Use. ....	7
6. EXPENSES; CLOSING COSTS.....	7
6.1. City’s Expenses.....	7
6.2. Seller’s Expenses .....	7
6.3. Other Expenses .....	8
6.4. Post-Closing Reconciliation.....	8
6.5. Survival.....	8
7. REPRESENTATIONS AND WARRANTIES.....	8
8. INDEMNITY .....	9
9. RISK OF LOSS.....	10

10.	MAINTENANCE .....	10
11.	DISMISSAL OF EMINENT DOMAIN ACTION.....	10
12.	GENERAL PROVISIONS .....	10
	12.1. Notices .....	10
	12.2. Brokers and Finders .....	11
	12.3. Successors and Assigns.....	12
	12.4. Amendments; Waivers.....	12
	12.5. Continuation and Survival of Representations and Warranties .....	12
	12.6. Governing Law .....	12
	12.7. Merger of Prior Agreements; No Inducement .....	12
	12.8. Parties and Their Agents; Approvals .....	13
	12.9. Interpretation of Agreement.....	13
	12.10. Attorneys’ Fees .....	13
	12.11. Seller Tax Obligations .....	14
	12.12. Severability .....	14
	12.13. Sunshine Ordinance .....	14
	12.14. Conflicts of Interest.....	14
	12.15. Notification of Limitations on Contributions .....	15
	12.16. Non-Liability of City Officials, Employees, and Agents .....	15
	12.17. Counterparts.....	15
	12.18. Effective Date .....	15
	12.19. Cooperative Drafting .....	16
	12.20. Intentionally Omitted .....	16

LIST OF EXHIBITS

<b><u>EXHIBIT A</u></b>	Description of Seller’s Property
<b><u>EXHIBIT B</u></b>	Form of Easement Deed
<b><u>EXHIBIT C</u></b>	Preliminary Title Report
<b><u>EXHIBIT D</u></b>	Certificate of Transferor Other Than An Individual (FIRPTA Affidavit)

**AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE**

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE (this “**Agreement**”) dated for reference purposes only as of \_\_\_\_\_, 202\_\_, is by and between the SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT (also known as ONESHORELINE), a California special district (“**Seller**”), and the CITY AND COUNTY OF SAN FRANCISCO, a California municipal corporation (“**City**”), by and through its Public Utilities Commission (“**SFPUC**”). Seller and City sometimes are referred to collectively in this Agreement as the “**Parties**” or singularly as a “**Party**.”

**RECITALS**

**A.** Seller owns the real property located near the Southwest corner of Mission Road and Chestnut Avenue South San Francisco, California, designated as San Mateo County Assessor’s Parcel Number 011-322-200 and more particularly described in the attached **Exhibit A** “**Seller’s Property**.”

**B.** In connection with the SFPUC Regional Groundwater Storage and Recovery Project, City wishes to purchase, and, Seller has agreed to sell a permanent nonexclusive aerial, footing, and pipeline easement interest (“**Easement**”) to City in, on, over, under, upon, along, and/or across certain portions of Seller’s Property (“**Easement Area**”) in accordance with, and pursuant to, the terms and conditions of this Agreement.

IN CONSIDERATION of the respective agreements set forth below, Seller and City agree as follows:

**1. PURCHASE AND SALE**

**1.1. Purchase and Sale of Easement**

Seller will sell and convey the Easement to City by a duly executed and acknowledged easement deed in the form attached as **Exhibit B** (the “**Deed**”), incorporated herein by this reference, subject to the terms, covenants, and conditions hereinafter set forth.

**1.2. Easement Area; Nature of Easement**

The Easement Area is described and depicted in the exhibits to the Deed. The nature, scope, and conditions of the Easement are set forth in the Deed with respect to such Easement.

**2. PURCHASE PRICE**

**2.1. Purchase Price**

City’s purchase price for the Easement is \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) (“**Purchase Price**”).

## 2.2. Payment

On the Closing Date (defined in Section 5.3 [Closing Date] below), City will pay the Purchase Price, adjusted pursuant to the provisions of Section 6 [Expenses; Prorations] below, and reduced by any credits due City under this Agreement.

## 2.3. Funds

All payments made pursuant to this Agreement will be in legal tender of the United States of America, paid by Controller's warrant or in cash or by wire transfer of immediately available funds. Unless the Parties elect to close the transaction without an escrow, payments will be made to the Title Company (defined in Section 5.2 [Escrow; Closing Without an Escrow] below), as the escrow agent.

## 3. CONVEYANCE OF EASEMENT

### 3.1. Easement Deed

At the Closing (defined in Section 5.1 ["Closing" Defined] below), Seller will convey to City marketable and insurable title to the Easement by delivery of the Deed, duly executed and acknowledged in the form attached as **Exhibit B**, free and clear of all exceptions, liens, and encumbrances except solely for the Accepted Conditions of Title (defined in Section 3.2 [State of Title] below). The Deed will be executed and delivered to the Title Company in a recordable form and the Title Company will record the Deed in the Official Records of San Mateo County.

### 3.2. State of Title

"Accepted Conditions of Title" will mean (a) the lien of real property taxes, not yet due or payable; and (b) exceptions numbered one through eighteen of the preliminary title report dated February 3, 2023, bearing Title No. 60603968-606-TEO-JM attached as **Exhibit C** ("Preliminary Report"). As a condition precedent to City's obligation to purchase, quitclaim deeds, a spousal waiver, lender's consents or subordinations, tenants' consents, or similar releases sufficient to clear or subordinate any possessory rights over the Easement Area consistent with the scope, terms, and conditions set forth in the Deed may be required, at City's election, each in a form approved by City. Seller will secure any such waiver quitclaim deeds, consents, subordinations, or releases.

### 3.3. Title Insurance

Delivery of title in accordance with the preceding Section will be evidenced by the commitment of the Title Company (defined in Section 5.2 [Escrow; Closing Without an Escrow] below) to issue to City an CLTA owner's policy of title insurance ("**Title Policy**") in the amount of the Purchase Price, insuring title to the Easement vested in City, free of the liens of any and all deeds of trust, mortgages, assignments of rents, financing statements, rights of tenants or other occupants, and all other exceptions, liens and encumbrances except solely for the Accepted Conditions of Title. The Title Policy will provide full coverage against mechanics' and materialmen's liens arising out of the construction, repair, or alteration of the Easement, shall delete any required arbitration provision, and shall contain an affirmative endorsement that there are no violations of restrictive covenants, if any, affecting the Easement and will contain such special endorsements as City may reasonably request.

#### 4. CONDITIONS TO CLOSING

##### 4.1. City's Conditions to Closing

The following are conditions precedent to City's obligation to purchase the Easement (collectively, "**Conditions Precedent**"):

(a) City will have reviewed and approved title to the Property, and accepts all conditions of title.

(b) City's review and approval that the physical condition of all portions of the Easement Area are substantially the same on the Closing Date (defined in Section 5.3 [Closing Date] below) as on the date of City's execution of this Agreement, reasonable wear and tear and loss by casualty excepted (subject to the provisions of Section 8 [Risk of Loss] below), and as of the Closing Date there will be no litigation or administrative agency or other governmental proceeding, pending, or threatened, that after the Closing could materially adversely affect the value of the Easement or City's ability to use all portions of the Easement Area for their respective intended use, and no proceedings will be pending or threatened that could or would cause the change, re-designation, or other modification of the zoning classification of, or of any building or environmental code requirements applicable to, any portion(s) of the Easement Area.

(c) Seller will have delivered signed originals of any documents required under Section 3.2 [State of Title] above, and, unless the Parties elect to consummate the transaction without an escrow, Title Company will be committed at the Closing to issue to City the Title Policy (defined in Section 3.3 [Title Insurance] above).

(d) City's review and approval of the compliance of the Property with all applicable laws, regulations, permits and approvals.

(e) The transactions contemplated by this Agreement will have been approved by all applicable City departments and agencies, including the San Francisco Public Utilities Commission, at their respective sole discretion, within sixty (60) days after Seller executes and delivers this Agreement to City.

(f) If required by City's Charter, City's Mayor and the Board of Supervisors, each at their sole discretion, will have enacted a resolution approving, adopting, and authorizing this Agreement and the transactions contemplated by this Agreement, within ninety (90) days after Seller executes and delivers this Agreement to City.

(g) Seller will have delivered the items described in Section 5.4 [Seller's Delivery of Documents] below on or before the Closing (defined in Section 5.1 ["Closing" Defined] below).

The Conditions Precedent contained in the foregoing subsections (a) through (g) are solely for City's benefit. If any Condition Precedent is not satisfied, City will have the right at its sole discretion either to waive in writing the Condition Precedent in question and proceed with the purchase with respect to the Easement (provided that the Conditions Precedent described in subsections (e) and (f) above may not be waived except insofar as City elects to extend the deadline for satisfying such item) or, in the alternative, terminate this Agreement. The waiver of any Condition Precedent will not relieve Seller of any liability or obligation with respect to any

representation, warranty, covenant, or agreement of Seller. In addition, the Closing Date may be extended, at City's option, for a reasonable period of time specified by City, to allow such Conditions Precedent to be satisfied, subject to City's further right to terminate this Agreement upon the expiration of the period of any such extension if any Conditions Precedent remain unsatisfied.

If the sale of the Easement is not consummated because of a default under this Agreement on the part of Seller or if a Condition Precedent cannot be fulfilled because Seller frustrated such fulfillment by some affirmative act or negligent omission, at City's sole election City may either (i) terminate this Agreement by delivery of notice of termination to Seller, whereupon Seller shall pay to City any title, escrow, legal, and inspection fees incurred by City and any other expenses incurred by City in connection with the performance of its due diligence review of Seller's Property, and neither Party will have any further rights or obligations under this Agreement, or (ii) elect to proceed with Closing of the Easement with respect to which all Conditions Precedent have been waived by City or satisfied.

#### **4.2. Cooperation with City**

Seller will cooperate with City and do all acts as may be reasonably requested by City with regard to the fulfillment of any Conditions Precedent including execution of any documents, applications, or permits, but Seller's representations and warranties to City will not be affected or released by City's waiver or fulfillment of any Condition. Seller hereby irrevocably authorizes City and its Agents to make all inquiries with and applications to any person or entity, including, without limitation, any regulatory authority with jurisdiction as City may reasonably require to complete its due diligence investigations.

### **5. ESCROW AND CLOSING; POSSESSION**

#### **5.1. "Closing" Defined**

The consummation of the purchase and sale transaction contemplated by this Agreement ("**Closing**") will occur as provided in this Section 5.

#### **5.2. Escrow; Closing Without an Escrow**

(a) Unless the Parties agree to consummate the purchase and sale without an escrow as provided in subparagraph (b) below: (i) on or before the Effective Date (defined in Section 11.17 [General Provisions] below), the Parties will open escrow by depositing an executed counterpart of this Agreement with Chicago Title Company at its offices at One Embarcadero Center, Suite 250, San Francisco, California 94111 ("**Title Company**"); (ii) this Agreement will serve as instructions to the Title Company as the escrow holder for consummation of the purchase and sale contemplated hereby; (iii) Seller hereby authorizes City to prepare and submit supplemental escrow instructions on behalf of both Parties, as needed, to enable the Title Company to comply with the terms of this Agreement and close the transaction; provided, however, that in the event of any conflict between the provisions of this Agreement and any additional supplementary instructions, the terms of this Agreement shall control and (iv) the Closing will be held and delivery of all items to be made at the Closing under this Agreement will be made at the Title Company's offices.



(b) Notwithstanding the foregoing, the Parties may elect by mutual agreement to consummate the purchase and sale without an escrow, in which event the Closing will occur as described in Section 5.7(b) [Closing Without Escrow] below.

### **5.3. Closing Date**

The Closing will occur one hundred and twenty days (120) days after the Effective Date or on such earlier date as City and Seller may mutually agree (“**Closing Date**”), subject to the provisions of Section 4 [Conditions to Closing] above. The Closing Date may not be extended without the prior written approval of both Parties, except as otherwise expressly provided in this Agreement. If the Closing does not occur on or before the Closing Date and the Parties have deposited documents or funds in escrow, Title Company will, unless it is notified by both Parties to the contrary within five (5) business days after the Closing Date, return such items to the depositor thereof. Any such return shall not, however, limit the provisions hereof or otherwise relieve either Party of any liability it may have for its wrongful failure to close.

### **5.4. Seller’s Delivery of Documents**

(a) At or before the Closing, Seller will deliver or cause to be delivered to City the following:

- (i) a duly executed and acknowledged Deed;
- (ii) such resolutions, authorizations, or other documents as Seller deems necessary or City may reasonably require to demonstrate the authority of Seller to enter into this Agreement and consummate the transactions contemplated by this Agreement, and such proof of the power and authority of the individuals executing any documents or other instruments on behalf of Seller to act for and bind Seller;
- (iii) any documents needed in order to eliminate title exceptions other than Accepted Conditions of Title;
- (iv) a closing statement in form and content satisfactory to City and Seller (which may be in the form of a letter or memorandum prepared by City, approved and countersigned by Seller, if the Parties elect to consummate the transaction without an escrow);
- (v) a properly executed affidavit pursuant to Section 1445(b)(2) of the Federal Tax Code in the form attached as Exhibit D, and on which City is entitled to rely, that Seller is not a “foreign person” within the meaning of Section 1445(f)(3) of the Federal Tax Code; and
- (vi) a properly executed California Franchise Tax Board Form 590 certifying that Seller is a California resident (if Seller is an individual) or that Seller has a permanent place of business in California or is qualified to do business in California, if Seller is a corporation, or other evidence satisfactory to City that Seller is exempt from the withholding requirements of Section 18662 of the California Revenue and Taxation Code. Seller acknowledges and agrees that if Seller fails at Closing to deliver to City such certificate, City may be required to withhold and remit to the appropriate tax authority a portion of the Purchase Price pursuant to Section 18662 of the California Revenue and Taxation Code. Any amount properly

so withheld and remitted will be deemed to have been paid by City as part of the Purchase Price, and Seller's obligation to consummate the transaction contemplated in this Agreement will not be excused or otherwise affected thereby.

(b) Seller will deliver such items to City through escrow, unless the Parties elect to close the transaction without an escrow in which event Seller will deliver the items directly to City for a Closing in accordance with Section 5.7(b) [Closing Without Escrow] below.

### **5.5. City's Delivery of Documents and Funds**

(a) At or before the Closing, City will deliver to Seller the following:

(i) a certificate of acceptance, executed by City's Director of Property or Acting Director of Property, to be attached to the Deed before recording;

(ii) a closing statement in form and content satisfactory to City and Seller (which may be in the form of a letter or memorandum from City to Seller if the Parties elect to consummate the transaction without an escrow);

(iii) funds sufficient to pay City's share of expenses under Section 6 [Expenses; Prorations] below; and

(iv) the Purchase Price, as provided in Section 2 [Purchase Price] above.

(b) City will deliver such documents and funds through escrow; however, if the Parties elect to consummate the transaction without an escrow, City will deliver the funds and documents as provided in Section 5.7(b) [Closing Without Escrow] below.

### **5.6. Other Documents; Cooperation**

Seller and City will each perform such further acts and execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the Parties' intentions.

### **5.7. Closing**

(a) **Closing through Escrow.** Subject to Section 5.7(b) [Closing Without Escrow] below, at Closing, provided all the conditions to the Parties' obligations have been satisfied or waived as provided and permitted by this Agreement, Title Company will perform the following acts in the following order:

(i) Perform such acts as are necessary in order to deliver title to City subject only to the Accepted Conditions of Title, including recording any deed of reconveyance, subordination agreement, or other documentation as specified in supplemental escrow instructions submitted by City before Closing;

(ii) Record the Deed, duly executed and acknowledged by Seller, in the Official Records of San Mateo County;

(iii) Deliver to Seller, or as Seller may instruct, the Purchase Price, less any amount necessary to satisfy any liens, bond demands, delinquent taxes, and Seller's share of expenses and prorations under Section 6 [Expenses; Prorations] below;

(iv) Issue the Title Policy to City, if requested to do so by City; and

(v) Deliver to the appropriate person or entity any other documents, instruments, and sums required by this Agreement.

(b) **Closing without Escrow.** If the Parties elect to consummate the purchase and sale without an escrow, City will affect the Closing on the Closing Date as follows:

(i) City will: (A) deliver to Seller, or as Seller may instruct, the Purchase Price (less any amount necessary to satisfy any liens, bond demands, delinquent taxes, and Seller's share of expenses and prorations, if applicable, under Section 6 [Expenses; Prorations] below, and (B) cause the certificate of acceptance for the Deed to be executed, when:

(1) City has received Seller's documents in accordance with Section 5.4 [Seller's Delivery of Documents] above, and

(2) City has received the Deed conveying the Easement to City duly acknowledged and in a recordable form, subject only to the Accepted Conditions of Title, obtain the Title Policy (if City elects to do so), and deliver to the appropriate person or entity any other documents, instruments, and sums required by this Agreement.

#### **5.8. Possession and Use.**

Subject to the provisions of the Deed, the right of possession and use of each the Easement Area by City and/or its designees will commence on the Closing Date.

### **6. EXPENSES; CLOSING COSTS**

#### **6.1. City's Expenses**

City will pay all escrow and recording fees and the premium for the Title Policy and the cost of the endorsements thereto, and Seller's administrative fee in the amount of \$3,500, which fee is intended to defray Seller's costs incurred in complying with Section 5.4 (Sellers Delivery of Documents) above.

#### **6.2. Seller's Expenses**

Seller will pay all costs incurred in connection with the prepayment or satisfaction of any loan, bond, or other indebtedness secured in whole or part by any portion of the Easement Area including any prepayment or delinquency fees, penalties, or charges. Seller also will pay at the Closing any delinquent taxes that may have become a lien against Seller's Property.

### **6.3. Other Expenses**

Any other costs and charges of the escrow not otherwise provided for in this Section or elsewhere in this Agreement will be allocated in accordance with the closing customs for the San Mateo County, as determined by Title Company.

### **6.4. Post-Closing Reconciliation**

If any of the foregoing prorations cannot be calculated accurately on the Closing Date, then they shall be calculated as soon after the Closing Date as feasible. Either party owing the other party a sum of money based on such subsequent prorations shall pay such sum to the other party.

### **6.5. Survival**

The provisions of this Section will survive the Closing.

## **7. REPRESENTATIONS AND WARRANTIES**

Seller represents and warrants to and covenants with City as follows:

**(a) Ownership of Property.** Although Seller is obligated to sell Seller's Property to City, Seller is now the sole fee owner of Seller's Property, and will own it at the time of the Closing, free and clear of all liens, leases, occupancy agreements, claims, encumbrances, easements, and rights of way of any nature (whether disclosed in the public record or not), except only the Accepted Conditions of Title and City's rights to acquire the Seller's Property as set forth in this Agreement.

**(b) Signing Authority.** Seller and the signatories on Seller's behalf represent and warrant that the signatories on Seller's behalf to this Agreement are authorized to enter into this Agreement to convey real property and that no other authorizations are required to implement this Agreement on behalf of Seller.

**(c) No Leases.** There are now, and will be at the time of Closing, no oral or written leases, occupancy agreements, licenses, or easements affecting any portion of the Easement Area or that would affect City's access to or use of any portion of the Easement Area in the manner described in, and subject to exceptions provided by, the Deed.

**(d) No Property Defects or Legal Violations.** To the best of Seller's knowledge, there are now, and at the time of the Closing will be, no material physical defects of any portion of the Easement Area, and no violations of any laws, rules, or regulations applicable to any portion of the Easement Area.

**(e) No Omission of Facts.** No document or instrument furnished or to be furnished by the Seller to the City in connection with this Agreement contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

**(f) No Impediments to Use.** Seller knows of no facts nor has Seller failed to disclose any fact that would prevent City from using the Easement after Closing in the normal manner as described in, and intended by the Parties to, the Deed. Seller does not have knowledge

of any condemnation, either instituted or planned to be instituted by any governmental or quasi-governmental agency other than City, which could detrimentally affect the use, operation or value of the Property.

**(g) Validity of Seller Representations.** Seller is a district duly organized and validly existing under the laws of the State of California and is in good standing under the laws of the State of California; this Agreement and all documents executed by Seller which are to be delivered to City at the Closing are, or at the Closing will be, duly authorized, executed and delivered by Seller, are, or at the Closing will be, legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms, are, and at the Closing will be, sufficient to convey good and marketable title (if they purport to do so), and do not, and at the Closing will not, violate any provision of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject.

**(h) Seller Not a “Foreign Person”.** Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Federal Tax Code.

**(i) No Lawsuits.** There are no lawsuits or proceedings pending or, to the best of Seller’s knowledge, threatened against or affecting Seller, Seller’s Property, or its use that would affect Seller’s ability to consummate the sale contemplated by this Agreement or City’s use and enjoyment of the Easement after the Closing.

**(j) No Known Hazardous Materials.** To the best of Seller’s knowledge, there has been no release and there is no threatened release of any Hazardous Material in, on, under, or about Seller’s Property. As used herein, “**Hazardous Material**” will mean any material that, because of its quantity, concentration, or physical or chemical characteristics, is deemed by any federal, state, or local governmental authority to pose a present or potential hazard to human health or safety or to the environment. “**Release**” or “**threatened release**” when used with respect to Hazardous Material will include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or inside any of the improvements, or in, on, under, or about the Easement Area. Release will include “release” as defined in Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601).

## **8. INDEMNITY**

Each of the Parties, on behalf of themselves and their respective successors and assigns, hereby agrees to indemnify, defend and hold harmless the other Party, its Agents (defined in Section 12.8 [Parties and Their Agents; Approvals] below) and their respective successors and assigns, from and against any and all liabilities, claims, demands, damages, liens, costs, penalties, losses and expenses, including reasonable attorneys’ and consultants’ fees, resulting from any misrepresentation or breach of warranty or breach of covenant made in this Agreement or in any document, certificate, or exhibit given or delivered pursuant to or in connection with this Agreement. Seller’s indemnity includes costs incurred in connection with the investigation of site conditions and all activities required to locate, assess, evaluate, remediate, cleanup, remove, contain, treat, stabilize, monitor or otherwise control any Hazardous Material. The indemnification provisions of this Section shall survive beyond the Closing, or beyond any termination of this Agreement.

## **9. RISK OF LOSS**

If any portion of the Easement Area is damaged or destroyed before the Closing Date, then the rights and obligations of Seller and City under this Agreement will be as follows: At its election, City may terminate this Agreement in its entirety or terminate it only as to that portion of the Easement Area damaged or destroyed. City will have thirty (30) days after Seller notifies City that an event described in this Section 9 has occurred to make such election by delivery to Seller of an election notice. City's failure to deliver such notice within such thirty (30) -day period will be deemed City's election to terminate this Agreement in its entirety. If this Agreement is terminated in its entirety or in part pursuant to this Section 9, then City and Seller will each be released from all obligations under this Agreement pertaining to that portion of the Easement Area affected by such termination. If City elects not to terminate this Agreement in its entirety, Seller will give City a credit against the Purchase Price at the Closing in an amount proportionate to the percentage reduction, if any, of the square footage of the Easement Area, and this Agreement will remain in full force and effect.

## **10. MAINTENANCE**

Between the date of Seller's execution of this Agreement and the Closing, Seller will maintain Seller's Property in its current condition and will make, at Seller's expense, all repairs necessary to maintain Seller's Property in such condition. Seller will make no changes to the Easement Area without City's prior, written consent, which will not be unreasonably withheld or delayed.

## **11. DISMISSAL OF EMINENT DOMAIN ACTION**

Seller hereby agrees and consents to the dismissal of any pending action in eminent domain by City as to Seller's Property or any portion thereof and Seller also waives all claims to court costs and any money that may now be on deposit in the Superior Court in such action.

## **12. GENERAL PROVISIONS**

### **12.1. Notices**

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

City:

To: General Manager  
San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 13<sup>th</sup> Floor  
San Francisco, California 94102  
  
San Francisco Public Utilities Commission  
Real Estate Services Division  
525 Golden Gate Avenue, 10th Floor  
San Francisco, California 94102  
Attn: Real Estate Director

with copy to: Anna Parlato Gunderson  
Deputy City Attorney  
Office of the City Attorney  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco, California 94102-4682

Seller:

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

A properly addressed notice transmitted by one of the foregoing methods will be deemed received upon the confirmed date of delivery, or rejected delivery. Any e-mail addresses, telephone numbers, or facsimile numbers provided by one Party to the other will be for convenience of communication only; neither Party may give official or binding notice orally or by e-mail or facsimile. The effective time of a notice will not be affected by the receipt, prior to receipt of the original, of an oral notice or an e-mail or telefacsimile copy of the notice

**12.2. Brokers and Finders**

Neither Party has had any contact or dealings regarding the Easement, or any communication in connection with the subject matter of this Agreement, through any licensed real estate broker or other person who could claim a right to a commission or finder's fee in connection with the purchase and sale contemplated by this Agreement. In the event that any broker or finder perfects a claim for a commission or finder's fee based upon any such contact, dealings, or communication, the Party through whom the broker or finder makes his or her claim will be responsible for such commission or fee and will indemnify and hold harmless the other Party from all claims, costs, and expenses (including reasonable attorneys' fees and disbursements) incurred by the indemnified Party in defending against the same. The provisions of this Section will survive the Closing.

### **12.3. Successors and Assigns**

This Agreement will be binding upon, and inure to the benefit of, the Parties and their respective successors, heirs, administrators, and assigns.

### **12.4. Amendments; Waivers**

Except as otherwise provided in this Agreement, **(a)** this Agreement may be amended or modified only by a written instrument executed by City and Seller, **(b)** no waiver of any provision of this Agreement will be binding unless executed in writing by the Party making the waiver, **(c)** no waiver of any provision of this Agreement will be deemed to constitute a waiver of any other provision, whether or not similar, and **(d)** no waiver will constitute a continuing waiver unless the written waiver so specifies.

### **12.5. Continuation and Survival of Representations and Warranties**

All representations and warranties by the respective Parties contained in, or made in writing pursuant to, this Agreement are intended to be, and will remain, true and correct as of the Closing, will be deemed to be material, and, together with all conditions, covenants, and indemnities made by the respective Parties contained in this Agreement or made in writing pursuant to this Agreement (except as otherwise expressly limited or expanded by the terms of this Agreement), will survive the execution and delivery of this Agreement and the Closing, or, to the extent the context requires, beyond any termination of this Agreement. All statements contained in any certificate or other instrument delivered at any time by or on behalf of Seller in conjunction with the transaction contemplated by this Agreement will constitute representations and warranties under this Agreement.

### **12.6. Governing Law**

This Agreement will be governed by California law and City's Charter. There will be no obligation for the payment of money by City under this Agreement unless City's Controller first certifies, pursuant to Section 3.105 of City's Charter, that there is a valid appropriation from which the expenditure may be made and that unencumbered funds are available from the appropriation to pay the expenditure.

Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the Superior Court for the City and County of San Francisco, and each party agrees to the exclusive jurisdiction of such court in any such suit, action, or proceeding (excluding bankruptcy matters). The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or proceeding in such court and irrevocably waive and agree not to plead or claim that any suit, action, or proceeding brought in San Francisco Superior Court relating to this Agreement has been brought in an inconvenient forum.

### **12.7. Merger of Prior Agreements; No Inducement**

The Parties intend that this Agreement (including all of the attached exhibits and schedules and any documents specifically described in this Agreement, which are hereby incorporated into this Agreement by reference) will be the final, complete, and exclusive expression of their agreement with respect to the subject matter of this Agreement and may not be contradicted by



evidence of any prior or contemporaneous oral or written agreements or understandings. The Parties further intend that this Agreement will constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including term sheets and prior drafts or changes to such drafts) may be introduced in any judicial, administrative, or other legal proceeding involving this Agreement. The Parties' making, execution, and delivery of this Agreement has been induced by no representations, statements, warranties, or agreements other than those expressed in this Agreement.

### **12.8. Parties and Their Agents; Approvals**

The term "Seller" as used in this Agreement will include the plural as well as the singular. If there is more than one (1) Seller, then the obligations under this Agreement imposed on Seller will be joint and several. As used herein, the term "Agents" when used with respect to either Party will include the agents, employees, officers, contractors, and representatives of such Party. Subject to applicable law, all approvals, consents, or other determinations permitted or required by City under this Agreement will be made by or through the General Manager of City's Public Utilities Commission or City's Director of Property or Acting Director of Property, unless otherwise provided in this Agreement.

### **12.9. Interpretation of Agreement**

The article, section, and other headings of this Agreement and the table of contents are for convenience of reference only and will not affect the meaning or interpretation of any provision contained in this Agreement. Whenever the context so requires, the use of the singular will be deemed to include the plural and vice versa, and each gender reference will be deemed to include the other and the neuter. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in his Agreement. In addition, each Party has been represented or had the opportunity to be represented by experienced and knowledgeable legal counsel. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is not applicable and is waived. Use of the word "including" or similar words will not be construed to limit any general term, statement, or other matter in this Agreement, whether or not language of non-limitation, such as "without limitation" or similar words, are used. The provisions of this Agreement will be interpreted in a reasonable manner to affect the purposes of the Parties and this Agreement.

### **12.10. Attorneys' Fees**

In the event that either party hereto fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the non-prevailing party in such dispute, as the case may be, shall pay the prevailing party reasonable attorneys' and experts' fees and costs, and all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For purposes of this Agreement, reasonable attorneys' fees of the City's Office of the City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the City Attorney's services were rendered who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the

Office of the City Attorney. The term "attorneys' fees" shall also include, without limitation, all such fees incurred with respect to appeals, mediations, arbitrations, and bankruptcy proceedings, and whether or not any action is brought with respect to the matter for which such fees were incurred. The term "costs" shall mean the costs and expenses of counsel to the parties, which may include printing, duplicating and other expenses, air freight charges, hiring of experts, and fees billed for law clerks, paralegals, and others not admitted to the bar but performing services under the supervision of an attorney.

#### **12.11. Seller Tax Obligations**

Seller acknowledges that under Section 6.10-2 of the San Francisco Business and Tax Regulations Code, the City Treasurer and Tax Collector may require the withholding of payments to any vendor that is delinquent in the payment of any amounts that the vendor is required to pay the City under the San Francisco Business and Tax Regulations Code (“Delinquent Payment”). If, under that authority, any payment City is required to make to Seller under this Agreement is withheld because Seller owes the City a Delinquent Payment, then City will not be in breach or default under this Agreement, and the Treasurer and Tax Collector will authorize release of any payments withheld under this paragraph to Seller, without interest, late fees, penalties, or other charges, upon Seller coming back into compliance with its San Francisco Business and Tax Regulations Code obligations.

#### **12.12. Severability**

If any term or provision of this Agreement, or the application of any term or provision of this Agreement to any person or circumstances, will to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each provision of this Agreement will be valid and will be enforceable to the extent permitted by law.

#### **12.13. Sunshine Ordinance**

Seller understands and agrees that under City’s Sunshine Ordinance (San Francisco Administrative Code, Chapter 67) and the State Public Records Law (Gov. Code Section 6250 et seq.), this Agreement and any and all records, information, and materials submitted to City under this Agreement are public records subject to public disclosure. Seller hereby acknowledges that City may disclose any records, information, and materials submitted to City in connection with this Agreement.

#### **12.14. Conflicts of Interest**

Through its execution of this Agreement, Seller acknowledges that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of City’s Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts that would constitute a violation of those provisions, and agrees that if Seller becomes aware of any such fact during the term of this Agreement, Seller will immediately notify City.

### **12.15. Notification of Limitations on Contributions**

Through its execution of this Agreement, Seller acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the selling or leasing of any land or building to or from any department of the City whenever such transaction would require the approval by a City elective officer, the board on which that City elective officer serves, or a board on which an appointee of that individual serves, from making any campaign contribution to (1) the City elective officer, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or twelve (12) months after the date the contract is approved. Seller acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$100,000 or more. Seller further acknowledges that the (i) prohibition on contributions applies to each Seller; each member of Seller's board of directors, and Seller's chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than ten percent (10%) in Seller; any subcontractor listed in the contract; and any committee that is sponsored or controlled by Seller; and (ii) within thirty (30) days of the submission of a proposal for the contract, the City department with whom Seller is contracting is obligated to submit to the Ethics Commission the parties to the contract and any subcontractor. Additionally, Seller certifies that Seller has informed each of the persons described in the preceding sentence of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

### **12.16. Non-Liability of City Officials, Employees, and Agents**

Notwithstanding anything to the contrary in this Agreement, no elective or appointive board, commission, member, officer, employee, agent, or consultant of City will be personally liable to Seller, its successors and assigns, in the event of any default or breach by City or for any amount that may become due to Seller, its successors and assigns, or for any obligation of City under this Agreement.

### **12.17. Counterparts**

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

### **12.18. Effective Date**

As used in this Agreement, the term “**Effective Date**” will mean the date on which the execution and delivery of this Agreement by both Parties is concluded and the transactions contemplated by the Agreement will have been authorized (a) in a manner required by law governing Seller, (b) by a duly adopted resolution of the San Francisco Public Utilities Commission, and (c) if required by City's Charter, by a duly adopted resolution of City's Board of Supervisors and Mayor.

### **12.19. Cooperative Drafting**

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

### **12.20. Intentionally Omitted**

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, SELLER ACKNOWLEDGES AND AGREES THAT NO OFFICER OR EMPLOYEE OF CITY HAS AUTHORITY TO COMMIT CITY TO THIS AGREEMENT UNLESS AND UNTIL APPROPRIATE LEGISLATION OF CITY'S PUBLIC UTILITIES COMMISSION (AND, IF REQUIRED BY CITY'S CHARTER, APPROPRIATE LEGISLATION OF CITY'S BOARD OF SUPERVISORS) WILL HAVE BEEN DULY ENACTED APPROVING THIS AGREEMENT AND AUTHORIZING THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF CITY UNDER THIS AGREEMENT ARE CONTINGENT UPON THE DUE ENACTMENT OF SUCH LEGISLATION.

*[Signatures on next page]*

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

SELLER:

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

By: \_\_\_\_\_  
LEN MATERMAN  
Chief Executive Officer

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

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

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

CITY:

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

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

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

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

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

TITLE COMPANY'S ACKNOWLEDGMENT

*[Applicable only when the Parties will close the transaction through an escrow]*

Title Company agrees to act as escrow holder in accordance with the terms of this Agreement. Title Company's failure to execute below will not invalidate the Agreement between the Parties.

TITLE COMPANY:

CHICAGO TITLE COMPANY

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

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

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

*[When Seller and City have delivered a copy of this Agreement for Purchase and Sale of Real Estate, executed by Seller and City, to escrow, Title Company should sign this page and transmit a copy to Seller and City. Seller and City agree that a photocopy, scanned copy or faxed copy is adequate for this purpose.]*

## EXHIBIT A

### Description of Seller's Property

#### LEGAL DESCRIPTION

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

Parcel One:

Parcel 1541-1:

BEGINNING at the most Southerly corner of Parcel I as shown on that certain Map entitled "Record of Survey of a Portion of Parcels 5, 6 & 7 as described in the Deed recorded in Volume 528 or Official Records at Page 195; a portion of 'BURI BURI RENEBO', South San Francisco, California", filed in the office of the County Recorder of San Mateo County, State of California on December 17, 1963 in [Book 5 of Licensed Land Surveyors Maps at Page 103](#); thence along the Southwesterly line of said Parcel I, North 59° 39' 35" West 763.70 feet to the most Westerly corner of said Parcel I, thence along the Northwesterly line of said Parcel I, North 53° 18' 04" East 25.04 feet; thence South 78° 24' 56" East 6.03 feet; thence: South 59°39'35" East 754.10 feet to the Northwesterly line of Chestnut Avenue; thence South 43° 35' West 25.68 feet to the point of beginning.

Parcel Two:

Parcel 1545:

BEGINNING at the most Southerly corner of Parcel One as shown on that certain Map entitled "Record of Survey of a Portion of Parcels 5, 6 and 7 as described in the Deed recorded in [Volume 528 of Official Records at Page 195](#); a Portion of 'Buri Buri Rancho'; South San Francisco, California", which Map was filed on December 17, 1963 in [Book 5 of Licensed Land Surveyors Maps at Page 103](#), Records of Sen Mateo County, State of California; thence from said point of beginning along the Southwesterly line of said Parcel One North 59° 39' 35" West 119.66 feet; thence South 30° 20' 25" West. 50.00 feet; thence South 59° 39' 35" East 107.89 feet; thence North 43° 35' East 51.37 feet to the point of beginning.

Parcel Three:

A portion of that certain parcel of land conveyed to Conchita Stoltman, an unmarried woman, by Deed recorded April 17, 1967, in Book [5295, Official Records](#) of San Mateo County, at Page 109 (Recorders Serial No. 42313-AA) more particularly described as follows:

Beginning at the most Northerly corner of Parcel One in the Deed referred to above, said point lying on the Northeasterly line of the 50 foot wide easement described as Parcel One in the Deed to the City of South San Francisco recorded March 9, 1936. in Book [680, Official Records](#) of San Mateo County, at Page 232 (Recorders Serial No. 75074-C), thence from said point of beginning along the Northeasterly line of said 50 foot easement South 59° 39' 35" East, 191.92 feet to the most Northerly corner of the parcel conveyed to the San Mateo County Flood Control District by Deed recorded October 27, 1975 in Book [6967, Official Records](#) of San Mateo County, at Page 398; thence along the Northwesterly line of said. last named parcel South 30° 20' 25" West 45.00 feet; thence North 59° 39' 35" West 214.31 feet to the Northwesterly line of the lands of Stoltman (42313-AA); thence along said Northwesterly line North 56° 47' 35" East 50.26 feet to the point of beginning

Parcel Four:

BEGINNING. at the Northwestern corner. of the lands conveyed to Raymond Wong et al by Deed recorded October 8, 1975 in Book [6864, Official Records](#) of San Mateo County, at Page 430 (Recorder's Serial No. 57790-AI), said Point of Beginning also being the intersection of the Southeasterly line of Oak Avenue and the Northeasterly line of Mission Road (66 feet. wide) THENCE from said' Point of Beginning along the Northeasterly line of Mission Road South 32° 38' 31" East 56.15 feet; THENCE North 51° 20' 35" East 15.04 feet; THENCE South 58°28'14" East 277.04. feet; THENCE North 57° 58' 56" East 50.26 feet to a point in the Southwesterly line of Lands conveyed to the San Mateo County Flood Control District by Deed from the California Water Service Company recorded September 4, 1975, in Book [6928, Official Records](#) of San Mateo County at Page 148 (Recorder's Serial No. 86375-AI); THENCE along said Southwesterly line North 58° 28' 14" West 340.37 feet to a point in the Southeasterly line of Oak Avenue; THENCE along said Southeasterly line South 54° 29' 25" West.37.67 feet to the Point of Beginning.

Parcel Five:

A portion of that certain Parcel of land conveyed to Edward G. Giavia et al., by that certain Trustee's Deed upon sale recorded February 15, 1968, in Book [5432, Official Records](#) of San Mateo County, at Page 275 (Recorders Series No. 19563AB) more particularly described as follows:

Beginning at the most Northerly corner of said parcel (19563AB) and running thence along Northwesternly line of said parcel South 56° 47' 35" West 50.26 feet; thence South 59°39'35" East 111.75 feet to the Southeasterly line of said parcel conveyed to Giavia; thence, along said Southeasterly line North 56° 47' 35" East 50.26 feet to the Northeasterly line of the 50 foot wide easement described as Parcel One in the Deed to the City of South San Francisco recorded March 9, 1936, in Book [680, Official Records](#) of San Mateo County, at Page 232 (Recorders Series No. 75074-C), said point also being the Easterly corner of the parcel conveyed to Giavia (19563AB); thence along the Northeasterly line of said 50 foot easement North 59° 39' 35" West 111.75 feet to the point of beginning.

[APN: 011-322-200](#)



**EXHIBIT B**

**Form of Easement Deed**

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

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

With a conformed copy to:

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

And to:

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

The undersigned hereby declares this instrument to be exempt  
from Recording Fees (CA Govt. Code § 27383) and  
Documentary Transfer Tax (CA Rev. & Tax Code § 11922 and  
S.F. Bus. & Tax Reg. Code § 1105)

APN: 011-322-200

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**EASEMENT DEED**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT (also known as ONESHORELINE), a California special flood control district (“**Grantor**”), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a California municipal corporation (“**Grantee**”), an easement for pipe footings and a water pipeline crossing the existing flood control channel aerially (the “**Easement**”) in, on, over, under, upon, along, and/or across certain portions of Grantor’s real property located in the City of South San Francisco, County of San Mateo, State of California, more particularly described on the attached **Exhibit A** and depicted on the attached **Exhibit B** (the “**Easement Area**”).

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

**1. Nature of Easement.** The Easement is a perpetual, nonexclusive easement in gross for purposes of accessing, constructing, reconstructing, removing, replacing, enlarging, decreasing, maintaining, repairing, operating, inspecting, and using one pipeline with all necessary braces, footings, connections, valves, fastenings, foundation sites, and other appliances and fixtures (collectively, "**Grantee's Facilities**") in, under, above the surface of, and across the Easement Area. The Easement includes the right of ingress and egress to the Easement Area across adjacent lands of Grantor from Chestnut Avenue to the extent Grantor has rights to grant such rights, and to the extent necessary for the convenience of Grantee in the enjoyment of its rights under this Deed. Grantee's rights under this Deed may be exercised by Grantee's agents, utility operators, contractors, subcontractors, suppliers, consultants, employees, licensees, invitees, or representatives, or by other authorized persons acting for or on behalf of Grantee (collectively, "**Agents**").

**2. Subject to Superior and Prior and Existing Rights.** The rights granted by this Deed are expressly subordinate to Grantor's rights to use the existing creek channel ("**Channel**") for the purposes of flood protection, environmental and recreational enhancements, and for all other related purposes, including, without limitation, and at Grantor's sole and absolute discretion, the right to construct, reconstruct, install, operate, maintain, and repair the Channel. Grantee acknowledges and agrees that Grantor's use of the Channel is a public use within the meaning of California Civil Procedure Code section 1240.620, and that Grantor is entitled to continue the public use to which the property is appropriated to the extent that the continuance of such use will not unreasonably interfere with or impair any more necessary public use proposed by Grantee. Grantor also reserves the right to use the subsurface of Grantor's real property for the installation, operation, maintenance, repair, or replacement of utilities, including pipes, cables, or other infrastructure typically required for the above-stated purposes; provided, however, that such installation, operation, maintenance, repair, or replacement will not require Grantee to relocate, modify or remove Grantee's Facilities or unreasonably restrict or interfere with Grantee's rights to access, construct, reconstruct, remove, replace, maintain, repair, operate, inspect, and use Grantee's Facilities, except as provided by this Easement Deed. Grantor also reserves the right to plant and maintain trees or other vegetation. The rights granted by this Deed also are subject to any prior and existing recorded property rights of third parties, if any. Grantee will be solely liable for the interference with any prior and existing third-party rights. Grantor reserves the right to grant, at its sole and absolute discretion, nonexclusive rights to other third parties within the Easement Area, provided that any such grants will not require Grantee to relocate or remove Grantee's Facilities or unreasonably restrict or interfere with Grantee's rights to access, construct, reconstruct, remove, replace, maintain, repair, operate, inspect, and use Grantee's Facilities, except as provided by this Easement Deed.

**3. Notice and Approval of Grantor's Work in Easement Area.** If Grantor or any of its agents propose or permit excavation or the installation or placement of any improvements by or on behalf of Grantor in, under, across, or above the surface of the Easement Area, prior to any such excavation, installation or placement: **(i)** Grantor will provide, or cause to be provided,

to Grantee such plans and other pertinent documents related to such proposed excavation or improvements as are reasonably requested by Grantee, at the address for Grantee set forth in Section 10 [Notices] below, to provide Grantee an opportunity to review and comment on the proposed excavation or improvements; **(ii)** Grantor will either obtain Grantee's written approval of the plans and specifications for any such proposed excavation, installation or placement, which approval may be reasonably conditioned but will not be unreasonably withheld or delayed, or relocate Grantee's Facilities as set forth in Paragraph 4; and **(iii)** such excavation, installation or placement will be performed in a manner that does not endanger or damage any then-existing Grantee's Facilities within the Easement Area, except as provided by this Easement Deed.

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

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

**6. Indemnification.** Grantee will indemnify, defend, and hold Grantor harmless from and against any direct injury, loss, damage, or liability, costs, or expenses (including reasonable attorneys' fees and court costs) resulting from Grantee's use of the Easement Area, except to the extent attributable to the negligent or intentional act or omission of Grantor or its Agents.

**7. Notification.** Grantor and Grantee, and their respective agents and contractors, will not perform, nor permit any person or entity to perform, any excavation work on or about the Easement Area without giving at least thirty (30) days' written notice to the other party in the manner required by Section 10 [Notices] of this Deed (except in emergencies, where each will give prompt written notice).

**8. No Dumping or Hazardous Materials.** Neither Grantor nor Grantee will cause or permit the dumping or other disposal on or about the Easement Area of refuse, hazardous materials, or other materials that are unsightly or could pose a danger to human health or safety or to the environment.

**9. Fences and Access Gate.**

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

(b) Pipe Penetration through Fence East of the Channel. Grantee's pipeline will be above ground on the east side of the Channel and will cross the existing fence. Grantee may install a new fence to provide for the pipe penetration at the point the pipeline crosses, subject to Grantor's reasonable approval of the design of the new fence. Additionally, Grantee may at the time of fence installation and at other times as needed remove vegetation that interferes with the pipe alignment near the fence and replace with similar vegetation to provide a similar level of screening, but such replacement of vegetation will only be required to the extent possible without damaging the pipeline.

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

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

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

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

**To GRANTEE:** General Manager  
San Francisco Public Utilities Commission

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

With a copy to:

Real Estate Director  
Real Estate Services Division  
San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 10th Floor  
San Francisco, California 94102  
Email: [RES@sfwater.org](mailto:RES@sfwater.org)

And to:

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

A properly addressed notice transmitted by one of the foregoing methods will be deemed received upon the confirmed date of delivery, attempted delivery, or rejected delivery, whichever occurs first. Any e-mail addresses, telephone numbers, or facsimile numbers provided by one party to the other will be for convenience of communication only; neither party may give official or binding notice orally or by email or facsimile. The effective time of a notice will not be affected by the receipt, prior to receipt of the original, of an oral notice or an email or telefacsimile copy of the notice.

**12. Abandonment of Easement.** Grantee may, at its sole option, abandon all or part of the Easement by recording a quitclaim deed. Except as otherwise provided in this Deed, on recording such quitclaim deed, the affected Easement Area and all rights, duties and liabilities under this Deed with respect to such Easement Area shall be terminated and of no further force or effect. No temporary non-use of the Easement Area or other conduct, except for recordation of the quitclaim deed as provided in this paragraph, shall be deemed abandonment of the Easement.

**13. Miscellaneous.**

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

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

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

(d) Governing Law; Consent to Jurisdiction. The parties to this Deed acknowledge that this Deed has been negotiated and entered into in the State of California and expressly agree that this Deed will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. Any legal action or proceeding brought by either party and arising from or in connection with this Deed or any breach of this Deed will be brought in the California Superior Court for the County of San Mateo.

SAMPLE

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

GRANTOR:

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

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

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

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

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

ACCEPTED AND AGREED

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

GRANTEE:

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

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

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

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

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

**ACKNOWLEDGMENT**

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

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

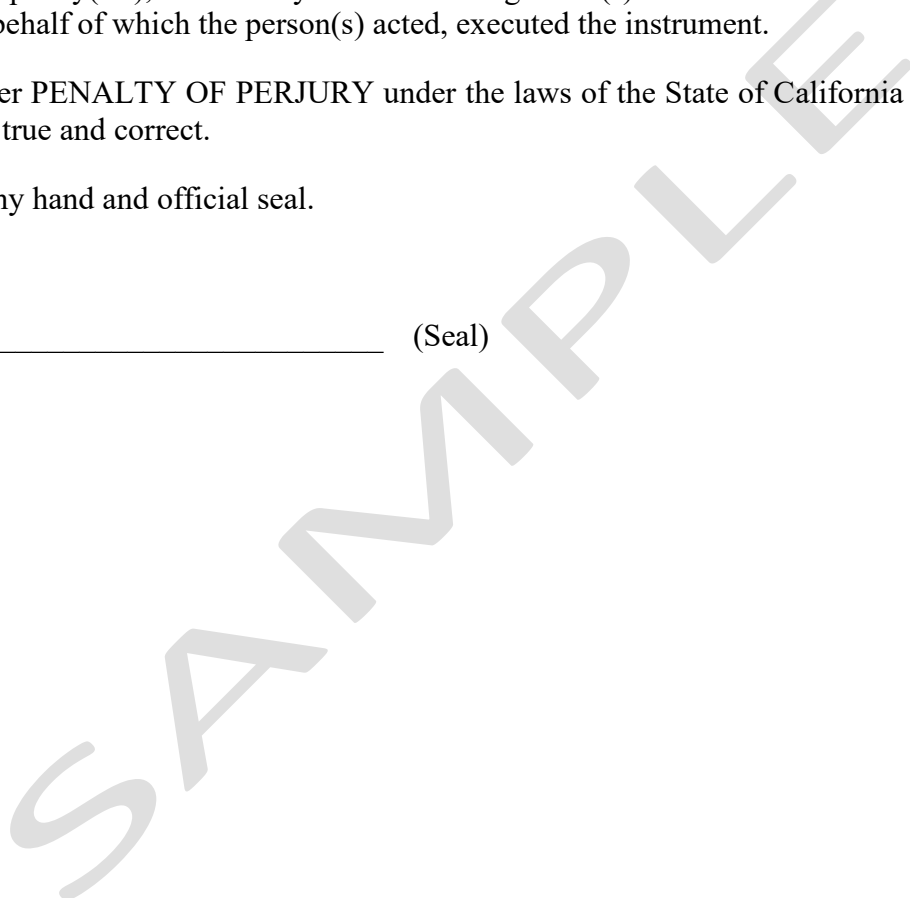
On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

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





**CERTIFICATE OF ACCEPTANCE**

As required under Government Code Section 27281, this is to certify that the interest in real property conveyed by the Easement Deed dated \_\_\_\_\_, from the San Mateo County Flood and Sea Level Rise Resiliency District a California special district, to the City and County of San Francisco, a municipal corporation ("Grantee"), is hereby accepted by order of its Board of Supervisors' Resolution No. 18110 (Series of 1939), adopted on August 5, 1957, and approved by the Mayor on August 10, 1957, and its Board of Supervisors' Resolution No. \_\_\_\_\_, adopted on \_\_\_\_\_, and Grantee consents to recordation thereof by its duly authorized officer. Dated \_\_\_\_\_, 202\_\_

By: \_\_\_\_\_  
Andrico Q. Penick  
Director of Property

SAMPLE

**EXHIBIT A to EASEMENT DEED**

**Legal Description of Easement Area**

*[see attached]*

SAMPLE



October 15, 2021

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

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

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

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

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

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

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

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

Containing 385 square feet more or less.

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

  
Sudhir K. Chaudhary, PLS 8993

11-9-21  
Date





October 15, 2021

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

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

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

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

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

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

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

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

Containing 770 square feet more or less.

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



Sudhir K. Chaudhary, PLS 8993



11-9-21

Date





October 15, 2021

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

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

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

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

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

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

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

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

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

Containing 231 square feet more or less.

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

  
Sudhir K. Chaudhary, PLS 8993

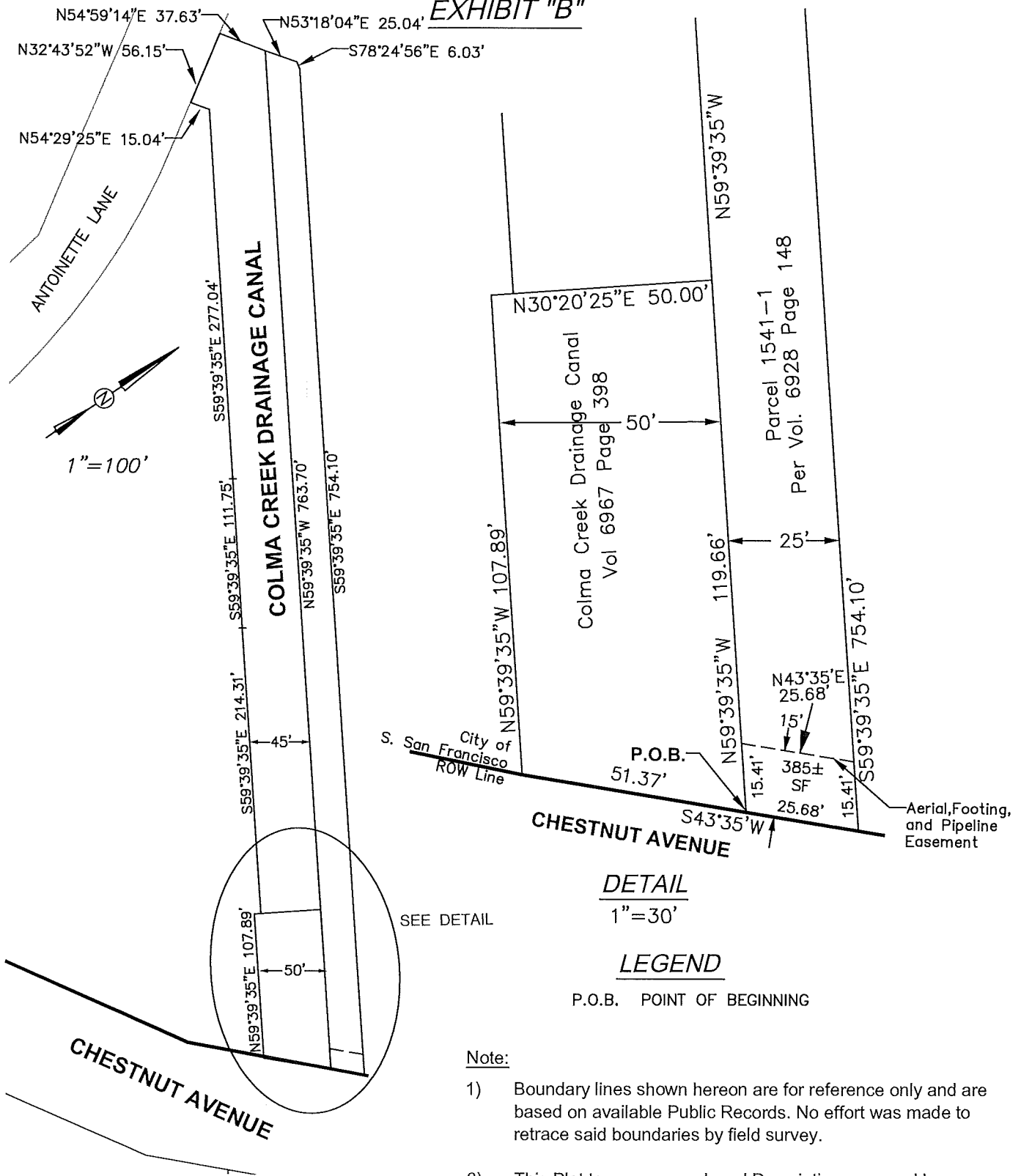


11-9-21  
Date

**EXHIBIT B to EASEMENT DEED**

SAMPLE

**EXHIBIT "B"**



**CHAUDHARY & ASSOCIATES, INC.**

ENGINEERS SURVEYORS INSPECTORS

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

**Aerial, Footing, and Pipeline Easement**

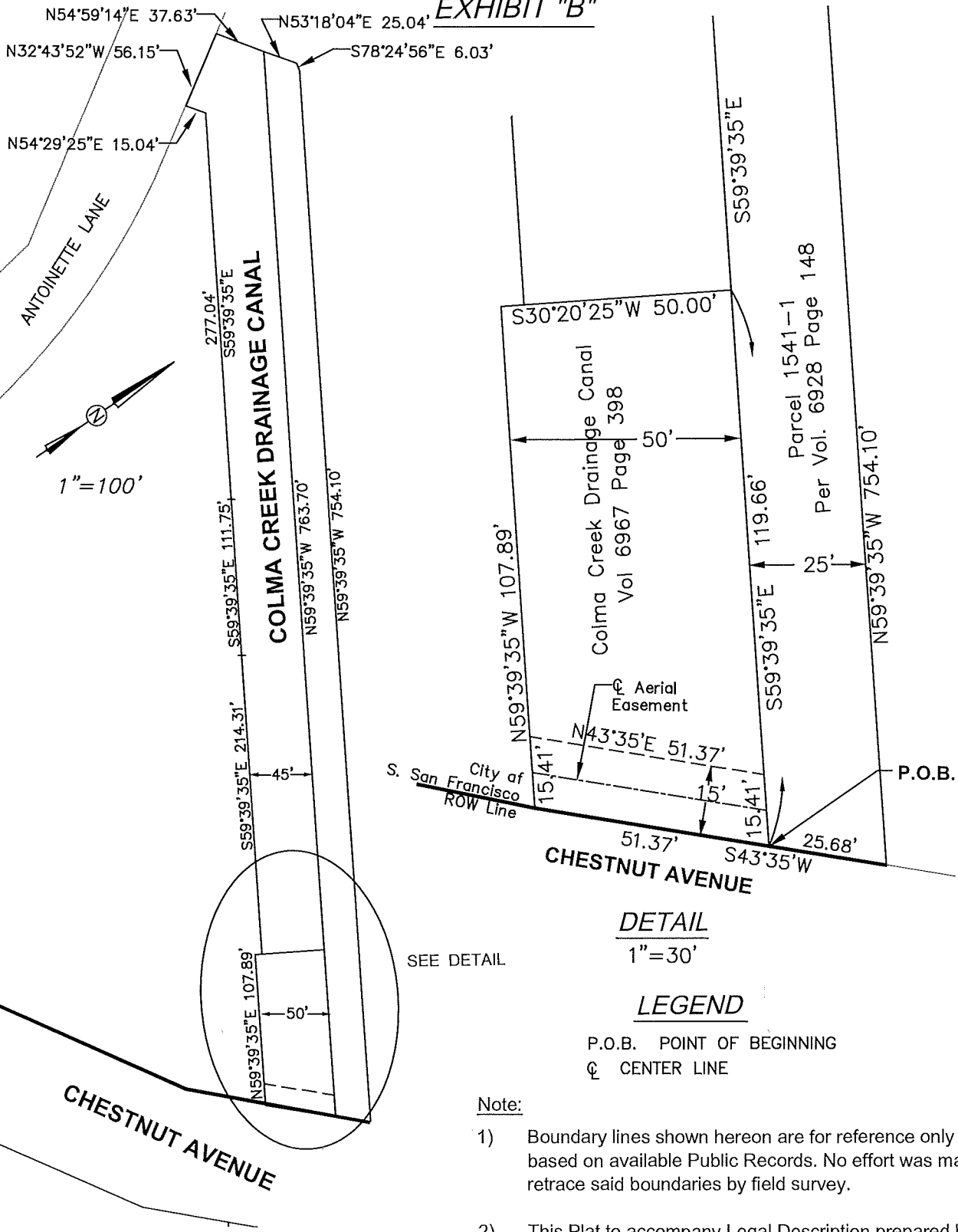
South San Francisco, California

SCALE: As Noted

DATE: 10/15/2021

SHEET: 1 OF 1

**EXHIBIT "B"**



**CHAUDHARY & ASSOCIATES, INC.**

ENGINEERS SURVEYORS INSPECTORS

211 GATEWAY RD. WEST, SUITE 204

NAPA, CALIFORNIA 94558

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

**Aerial Waterline Easement Over Colma Drainage Canal**

South San Francisco, California

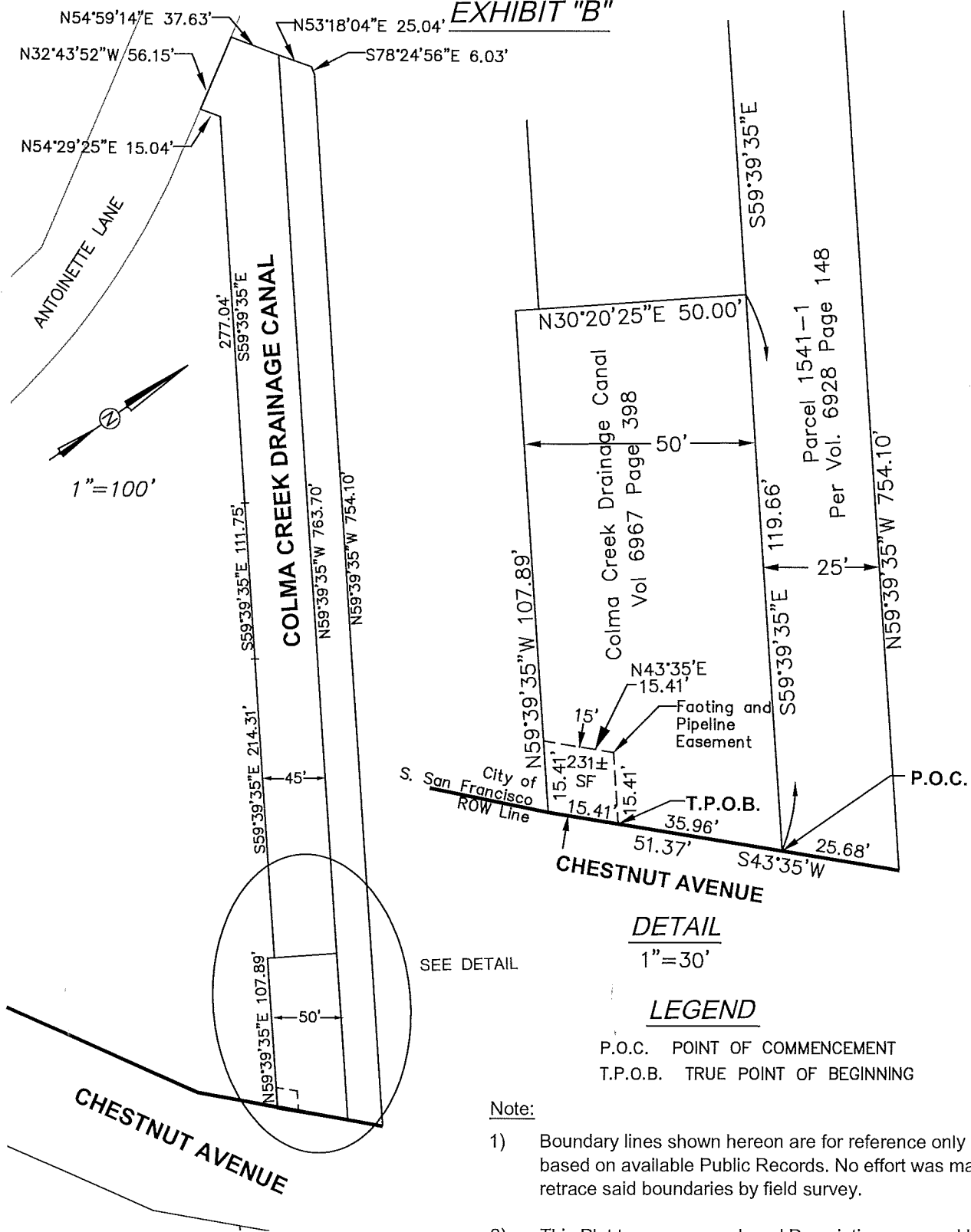
SCALE: As Noted

DATE: 10/15/2021

SHEET: 1 OF 1



**EXHIBIT "B"**



SEE DETAIL

DETAIL  
1" = 30'

LEGEND

P.O.C. POINT OF COMMENCEMENT  
T.P.O.B. TRUE POINT OF BEGINNING

Note:

- 1) Boundary lines shown hereon are for reference only and are based on available Public Records. No effort was made to retrace said boundaries by field survey.
- 2) This Plat to accompany Legal Description prepared by Chaudhary & Associates, dated 10/15/21



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

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

South San Francisco, California

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

**EXHIBIT C**

**Preliminary Title Report**

*[See attached]*



Issuing Policies of Chicago Title Insurance Company

Order No.: 60603968-606-TEO-JM

TO:

**San Francisco Public Utilities Commission**  
**525 Golden Gate Avenue**  
**San Francisco, CA 94102**  
Phone: **(415) 551-3000**

Title Officer: Jeff Martin  
Email: jeff.martin@ctt.com

1200 Concord Ave., #400,  
Concord, CA 94520  
Phone: (925) 288-8000

ATTN: **Dina Brasil**  
Reference No.:

**PROPERTY ADDRESS:** [APN: 011-322-200, South San Francisco, CA](#)

**AMENDED PRELIMINARY REPORT**

*In response to the application for a policy of title insurance referenced herein, **Chicago Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.*

*The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.*

*This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.*

*The policy(s) of title insurance to be issued hereunder will be policy(s) of Chicago Title Insurance Company, a Florida corporation.*

**Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.**

**It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.**

Chicago Title Company

By:   
Authorized Signature



By:   
Michael J. Nolan  
President

ATTEST:   
Marjorie Nemzura  
Secretary

## AMENDED PRELIMINARY REPORT

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**EFFECTIVE DATE:** February 3, 2023 at 7:30 a.m., Amended: February 24, 2023, Amendment No. A

**ORDER NO.:** 60603968-606-TEO-JM

The form of policy or policies of title insurance contemplated by this report is:

**ALTA Extended Owner's Policy (7-1-21)**

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

**A Fee**

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS [VESTED IN:](#)

**San Mateo County Flood Control District**

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

**See Exhibit A attached hereto and made a part hereof.**

## EXHIBIT A LEGAL DESCRIPTION

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

Parcel One:

Parcel 1541-1:

BEGINNING at the most Southerly corner of Parcel I as shown on that certain Map entitled "Record of Survey of a Portion of Parcels 5, 6 & 7 as described in the Deed recorded in Volume 528 or Official Records at Page 195; a portion of 'BURI BURI RENEBO', South San Francisco, California", filed in the office of the County Recorder of San Mateo County, State of California on December 17, 1963 in [Book 5 of Licensed Land Surveyors Maps at Page 103](#); thence along the Southwesterly line of said Parcel I, North 59° 39' 35" West 763.70 feet to the most Westerly corner of said Parcel I, thence along the Northwesterly line of said Parcel I, North 53° 18' 04" East 25.04 feet; thence South 78° 24' 56" East 6.03 feet; thence: South 59°39'35" East 754.10 feet to the Northwesterly line of Chestnut Avenue; thence South 43° 35' West 25.68 feet to the point of beginning.

Parcel Two:

Parcel 1545:

BEGINNING at the most Southerly corner of Parcel One as shown on that certain Map entitled "Record of Survey of a Portion of Parcels 5, 6 and 7 as described in the Deed recorded in [Volume 528 of Official Records at Page 195](#); a Portion of 'Buri Buri Rancho'; South San Francisco, California", which Map was filed on December 17, 1963 in [Book 5 of Licensed Land Surveyors Maps at Page 103](#), Records of San Mateo County, State of California; thence from said point of beginning along the Southwesterly line of said Parcel One North 59° 39' 35" West 119.66 feet; thence South 30° 20' 25" West. 50.00 feet; thence South 59° 39' 35" East 107.89 feet; thence North 43° 35' East 51.37 feet to the point of beginning.

Parcel Three:

A portion of that certain parcel of land conveyed to Conchita Stoltman, an unmarried woman, by Deed recorded April 17, 1967, in Book [5295, Official Records](#) of San Mateo County, at Page 109 (Recorders Serial No. 42313-AA) more particularly described as follows:

Beginning at the most Northerly corner of Parcel One in the Deed referred to above, said point lying on the Northeasterly line of the 50 foot wide easement described as Parcel One in the Deed to the City of South San Francisco recorded March 9, 1936. in Book [680, Official Records](#) of San Mateo County, at Page 232 (Recorders Serial No. 75074-C), thence from said point of beginning along the Northeasterly line of said 50 foot easement South 59° 39' 35" East, 191.92 feet to the most Northerly corner of the parcel conveyed to the San Mateo County Flood Control District by Deed recorded October 27, 1975 in Book [6967, Official Records](#) of San Mateo County, at Page 398; thence along the Northwesterly line of said. last named parcel South 30° 20' 25" West 45.00 feet; thence North 59° 39' 35" West 214.31 feet to the Northwesterly line of the lands of Stoltman (42313-AA); thence along said Northwesterly line North 56° 47' 35" East 50.26 feet to the point of beginning

**EXHIBIT A  
(Continued)**

## Parcel Four:

BEGINNING. at the Northwesterly corner. of the lands conveyed to Raymond Wong et al by Deed recorded October 8, 1975 in Book [6864, Official Records](#) of San Mateo County, at Page 430 (Recorder's Serial No. 57790-AI), said Point of Beginning also being the intersection of the Southeasterly line of Oak Avenue and the Northeasterly line of Mission Road (66 feet. wide) THENCE from said' Point of Beginning along the Northeasterly line of Mission Road South 32° 38' 31" East 56.15 feet; THENCE North 51° 20' 35" East 15.04 feet; THENCE South 58°28'14" East 277.04. feet; THENCE North 57° 58' 56" East 50.26 feet to a point in the Southwesterly line of Lands conveyed to the San Mateo County Flood Control District by Deed from the California Water Service Company recorded September 4, 1975, in Book [6928, Official Records](#) of San Mateo County at Page 148 (Recorder's Serial No. 86375-AI); THENCE along said Southwesterly line North 58° 28' 14" West 340.37 feet to a point in the Southeasterly line of Oak Avenue; THENCE along said Southeasterly line South 54° 29' 25" West.37.67 feet to the Point of Beginning.

## Parcel Five:

A portion of that certain Parcel of land conveyed to Edward G. Giavia et al., by that certain Trustee's Deed upon sale recorded February 15, 1968, in Book [5432, Official Records](#) of San Mateo County, at Page 275 (Recorders Series No. 19563AB) more particularly described as follows:

Beginning at the most Northerly corner of said parcel (19563AB) and running thence along Northwesterly line of said parcel South 56° 47' 35" West 50.26 feet; thence South 59°39'35" East 111.75 feet to the Southeasterly line of said parcel conveyed to Giavia; thence, along said Southeasterly line North 56° 47' 35" East 50.26 feet to the Northeasterly line of the 50 foot wide easement described as Parcel One in the Deed to the City of South San Francisco recorded March 9, 1936, in Book [680, Official Records](#) of San Mateo County, at Page 232 (Recorders Series No. 75074-C), said point also being the Easterly corner of the parcel conveyed to Giavia (19563AB); thence along the Northeasterly line of said 50 foot easement North 59° 39' 35" West 111.75 feet to the point of beginning.

[APN: 011-322-200](#)

## EXCEPTIONS

**AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:**

1. There were no taxes levied for the fiscal year 2022-2023 as the property was vested in a public entity.
2. Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.
3. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
4. Rights and easements for navigation and fishery which may exist over that portion of said Land lying beneath the waters of Colma Creek.
5. Any rights in favor of the public which may exist on said Land if said Land or portions thereof are or were at any time used by the public.
6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of South San Francisco, a municipal corporation  
 Purpose: Drainage Canal  
 Recording Date: March 9, 1936  
Recording No: [Book 680, Page 232, of Official Records](#)  
 Affects: Parcels Two, Three, Four and Five

Reference is hereby made to said document for full particulars.

Affects: Parcels Two, Three, Four and Five

7. Matters contained in that certain document

Entitled: Grant Deed  
 Dated: May 6, 1955  
 Executed by: California Water Service Company, a corporation and Safeway Stores, incorporated, a corporation  
 Recording Date: May 10, 1955  
Recording No: [Book 2794, Page 112, of Official Records](#)

Reference is hereby made to said document for full particulars.

8. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by: Safeway Stores, incorporated, a Corporation  
 Purpose: Sewer  
 Recording Date: June 12, 1958  
Recording No: [Book 3407, Page 546, of Official Records](#)  
 Affects: Portion of Parcel Two

Purpose: Drainage  
 Affects: Portion of Parcel Three

## EXCEPTIONS (Continued)

9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of South San Francisco , a political subdivision of the State of California  
 Purpose: Storm Drain  
 Recording Date: March 14, 1968  
Recording No: [Book 5444, Page 122, of Official Records](#)  
 Affects: The Northwesterly portion of Parcel One

Reference is hereby made to said document for full particulars.

10. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by: California Water Service Company  
 Purpose: Ingress and egress  
 Recording Date: September 4, 1975  
 Recording No: 86375A1, [Book 6928, Page 148, of Official Records](#)  
 Affects: The Northeasterly 20 feet of Parcel One

11. A notice that said Land is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the redevelopment plan) as disclosed by a document

Recording Date: July 16, 1993  
Recording No: [93117799, of Official Records](#)  
 Redevelopment Agency: City of South San Francisco

And by various amendments of record.

12. The requirement that a resolution of the Board of Directors of San Mateo County Flood Control District be submitted authorizing the execution of any documents, prior to the close of escrow.
13. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): Vestee(s) herein

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

14. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters which a correct survey would disclose and which are not shown by the public records.
15. The requirement that the complete and correct name(s) of the buyer(s) in this transaction be submitted to the Title Department at least 5 days prior to the close of Escrow.



**EXCEPTIONS  
(Continued)**

16. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

17. Matters which may be disclosed by an inspection and/or by a correct ALTA/NSPS Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

18. The transaction contemplated in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items or make further requirements after such review.

---

**END OF EXCEPTIONS**

---

## NOTES

1. Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:  
  
No names were furnished with the application. Please provide the name(s) of the buyers as soon as possible.
2. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
3. Note: The charge for a policy of title insurance, when issued through this title order, will be based on the Basic Title Insurance Rate.
4. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
5. The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
6. Note: If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
7. Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of a Company agent, an authorized employee of the insured lender, or by using Bancserv or other Company-approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.
8. Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
9. Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.

**NOTES  
(Continued)**

10. Due to the special requirements of SB 50 (California Public Resources Code Section 8560 et seq.), any transaction that includes the conveyance of title by an agency of the United States must be approved in advance by the Company's State Counsel, Regional Counsel, or one of their designees.

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**END OF NOTES**

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Jeff Martin/t1n

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## Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and **DO NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**  
<http://www.fbi.gov>

**Internet Crime Complaint Center:**  
<http://www.ic3.gov>



## **Notice of Available Discounts**

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

### **FNF Underwritten Title Company**

CTC – Chicago Title company  
CLTC – Commonwealth Land Title Company  
FNTC – Fidelity National Title Company of California  
FNTCCA - Fidelity National Title Company of California  
TICOR – Ticor Title Company of California  
LTC – Lawyer's Title Company  
SLTC – ServiceLink Title Company

### **Underwritten by FNF Underwriters**

CTIC – Chicago Title Insurance Company  
CLTIC - Commonwealth Land Title Insurance Company  
FNTIC – Fidelity National Title Insurance Company  
FNTIC - Fidelity National Title Insurance Company  
CTIC – Chicago Title Insurance Company  
CLTIC – Commonwealth Land Title Insurance Company  
CTIC – Chicago Title Insurance Company

### **Available Discounts**

#### **DISASTER LOANS (CTIC, CLTIC, FNTIC)**

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

#### **CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)**

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be forty (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

# FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

Effective August 1, 2021

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF,” “our,” or “we”) respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary’s website and this Privacy Notice does not apply.

## **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver’s license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

## **Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an “FNF Website”) from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

## **Other Online Specifics**

**Cookies.** When you visit an FNF Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to “Do Not Track” features enabled through your browser.

**Links to Other Sites.** FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

## **Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates’, and others’ products and services, jointly or independently.

## **When Information Is Disclosed**

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;

- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

### **Choices With Your Information**

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

### **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

**Your Consent To This Privacy Notice; Notice Changes**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

**Accessing and Correcting Information; Contact Us**

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's [Opt Out Page](#) or contact us by phone at (888) 714-2710 or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue,  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer



## ATTACHMENT ONE (Revised 05-06-16)

### CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY – 1990

#### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

#### EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

### CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13) ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE

#### EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - a. building;
  - b. zoning;
  - c. land use;
  - d. improvements on the Land;
  - e. land division; and
  - f. environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;

- c. that result in no loss to You; or
  - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
  6. Lack of a right:
    - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
    - b. in streets, alleys, or waterways that touch the Land.
 This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
  7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
  8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
  9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<b>Your Deductible Amount</b>	<b>Our Maximum Dollar Limit of Liability</b>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

**2006 ALTA LOAN POLICY (06-17-06)**

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

{Except as provided in Schedule B - Part II, {t{or T}his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

## {PART I

{The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.}

## PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:}

### 2006 ALTA OWNER'S POLICY (06-17-06)

#### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

#### EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

{The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records. }
7. {Variable exceptions such as taxes, easements, CC&R's, etc. shown here.}

## ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY – ASSESSMENTS PRIORITY (04-02-15)

### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

**EXHIBIT D**

**Certificate of Transferor  
Other Than An Individual  
(FIRPTA Affidavit)**

Section 1445 of the Internal Revenue Code provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person. To inform the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, the transferee of certain real property located in the County of San Mateo, California, that withholding of tax is not required upon the disposition of such U.S. real property interest by \_\_\_\_\_

\_\_\_\_\_, a \_\_\_\_\_  
("Transferor"), the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor's U.S. employer identification number is \_\_\_\_\_; and
3. Transferor's office address is \_\_\_\_\_  
\_\_\_\_\_.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury, I declare that I have examined this certificate and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

Dated: \_\_\_\_\_, 202\_\_.

On behalf of:

\_\_\_\_\_,  
[NAME]  
a \_\_\_\_\_,

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

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