

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, 10th Floor
San Francisco, CA 94102
Attention: Real Estate Director

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

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

EASEMENT DEED
(Access Easement)

(Portion of Assessor's Parcel 093-330-120) (BART Parcel D-3151-1)

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, SAN FRANCISCO BAY AREA RAPID TRANSIT, a rapid transit district established pursuant to California Public Utilities Code Section 28500 *et seq.* ("**Grantor**"), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a California municipal corporation, by and through its Public Utilities Commission ("**Grantee**"), a permanent, nonexclusive easement appurtenant to the real property parcel owned by Grantee ("**Grantee's Parcel**") that is identified in the attached **Exhibit A** for access purposes as further described below ("**Easement**") over, across, along, and upon Grantor's real property in the City of South San Francisco, San Mateo County, California, as more particularly described in the attached **Exhibit B**. The specific location of the portion of Grantor's real property that is subject to the Easement is depicted in the attached **Exhibit C** ("**Easement Area**").

1. Nature of Easement. The Easement includes the rights to **(a)** gain access and egress to and from Grantee's Parcel for persons, vehicles, and equipment; **(b)** inspect and use a roadway for personnel and vehicles, approximately fifteen (15) feet in width ("**Road**"); and **(c)** use, maintain, repair, and replace the existing gates ("**Gates**") on and across the Easement Area. The Easement includes the right to modify, remove, or replace the Road and the Gates and the right to do such other things as are necessary for the full enjoyment and accomplishment of the purposes of the Easement, provided that Grantee obtains Grantor's prior approval of any proposed modification, removal, and/or replacement. Grantee's rights under this Easement Deed may be exercised by **(i)** Grantee's agents, contractors, subcontractors, suppliers, consultants, employees, licensees, invitees, or representatives, or by other authorized persons acting for or on behalf of Grantee (collectively, "**Agents**"); **(ii)** Pacific Gas & Electric Company, a California corporation (or any succeeding utility provider to the Grantee's Parcel), and its Agents, and **(iii)** the Agents of any contractor retained by Grantee in connection with the maintenance or operation of Grantee's facilities, if any, on, in, under, or adjacent to the Grantee's Parcel.

2. Access Conditions, Covenants, and Restrictions.

(a) Grantee may use the Easement Area for vehicles not heavier than 75,000 pounds.

(b) Grantee shall provide, install, and maintain weight limit signs stating “No trucks allowed over 75,000 pounds” at all access gates on or adjacent to the Easement Area.

(c) Grantee shall use appropriate and reasonable methods to protect BART’s Hatch Cover “PZ205” located within the Easement Area from heavy vehicle loading.

(d) Grantee shall be responsible for any damage to the PZ205 Hatch Cover caused by Grantee or its Agents. Grantee shall repair any such damage to PZ205 caused by Grantee or its Agents.

(e) If Grantee obtains Grantor’s prior approval, as set forth in Section 1(c) above, to remove or modify the Gates in a manner that leaves the Maintenance Area (as shown on the attached **Exhibit 4 (“Site Plan”)**) open (e.g., without a fence or other barrier) to the adjacent public street, Grantee shall be responsible for all removal of litter and trash and removal of trespassers and homeless encampments from the Maintenance Area.

3. Emergencies. During an Emergency (defined in Section 3(b) below), Grantee’s access of the Easement Area shall be subject to the following:

(a) Promptly after learning of the existence of an Emergency, Grantee shall notify the BART Operations Control Center On-duty Central Manager at (510) 834-1297 of the existence of the Emergency. Grantee shall provide contact information to BART for direct access to Grantee’s personnel managing the Emergency.

(b) For purposes of this Section, an “**Emergency**” shall be defined as an immediate threat: (i) to the health or safety of persons on or about the Easement Area or Grantee’s Parcel; or (ii) of significant damage to real or personal property on or about the Easement Area or Grantee’s Parcel.

4. Maintenance. At its sole expense, Grantee shall repair and maintain the Road only as to wear and tear caused by the proportionate use of the Road by Grantee and its Agents, and not wear and tear caused by use of the Road by others.

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

Grantee:

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

With a copy to: San Francisco Public Utilities
Commission

Real Estate Services Division
525 Golden Gate Avenue, 10th Floor
San Francisco, California 94102
Attention: Real Estate Director

With a copy to: Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4682
Attn: Real Estate and Finance Team

Grantor:

To: San Francisco Bay Area Rapid Transit District
Attn: Joseph M. Basuino
Director, Real Estate and Property Management
P.O. Box 12688 Oakland, CA 94604-2688
Facsimile No.: (510) 464-7583

A properly addressed notice transmitted by one of the foregoing methods shall be deemed received upon confirmed delivery or rejected delivery. Any telephone numbers, e-mail addresses, or facsimile numbers provided by one party to the other are for convenience of communication only; neither party may give official or binding notice orally or by e-mail or facsimile transmission.

6. Run with the Land. The provisions of this Easement Deed shall run with the land, burden the Easement Area, and bind and inure to the benefit of the respective successors and assigns of Grantee and Grantor.

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

[Remainder of page intentionally left blank.]

Executed as of this _____ day of _____, 2025.

GRANTOR:

SAN FRANCISCO BAY AREA RAPID TRANSIT
DISTRICT, a rapid transit district

By: _____
[NAME]

Its: _____

By: _____
[NAME]

Its: _____

ACCEPTED AND AGREED

GRANTEE:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

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

Date: _____

Authorized by SFPUC Resolution No. 22-0122
and Board of Supervisors Resolution No. _____

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

By: _____
Anna Parlato Gunderson
Deputy City Attorney

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 Francisco Bay Area Rapid Transit District, a rapid transit district established pursuant to California Public Utilities Code Section 28500 *et seq.*, to the City and County of San Francisco, a municipal corporation ("City"), 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 City consents to recordation thereof by its duly authorized officer.

Dated _____, 202__.

By:

Andrico Q. Penick
Director of Property

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

I certify under Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature _____ (Seal)

State of California)
) ss
County of _____)

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

I certify under Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

Legal Description of Grantee's Parcel

[attached]

July 20, 2020

Grantee Parcel

All that real property situate in the Town of Colma, County of San Mateo, State of California described in that certain deed recorded September 29, 1944, Official Records of San Mateo County, State of California in Book 1161 of Official Records Page 1 as Parcel 2 of San Mateo Lands, being more particularly described as follows:

A strip of land in the Buri Buri Rancho, of a uniform width of 60.00 feet, lying adjacent and parallel to and on the southwest side of the right of way formerly of the Southern Pacific Railroad Company, now Lands of the Bay Area Rapid Transit District, and extending from the northwesterly boundary line of the land now or formerly belonging to Elizabeth C. Hamlin, and Ellen M. Barry, which is also the southeasterly boundary line of the 110 acre tract now or formerly belonging to Elizabeth C. Hamlin, along said right of way line to the southeasterly boundary line of the said land now or formerly belonging to Elizabeth C. Hamlin, and Ellen M. Barry, which is also the northwesterly boundary line of the 109 acre tract now or formerly belonging to Henry Cowell, a distance of 1023 feet, more or less.

Containing 1.41 acres.

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

Tony E. Durkee

Tony E. Durkee, PLS5773

Expires 06/30/22



EXHIBIT B

Legal Description of Access Easement

[attached]

Exhibit "A"
LEGAL DESCRIPTION
ACCESS EASEMENT

All that real property situate in the Town of Colma, County of San Mateo, State of California, being more particularly described as follows:

BEGINNING at the intersection of the southwesterly line of Mission Road with the northeasterly line of the parcel described in Book 10 of Deeds at Page 1, as shown on that certain Record of Survey filed for record on September 28, 2009, in Volume 34 of LLS Maps at Pages 1 – 61 (said intersection shown on Page 56), Official Records of San Mateo County;

thence North 42°12'09" West, 145.09 feet to the **TRUE POINT OF BEGINNING**;

thence North 42°12'09" West, 67.98 feet;

thence South 54°20'56" West, 2.11' feet;

thence South 26°39'38" East, 158.26 feet;

thence South 30°47'58" East, 48.17 feet;

thence South 25°17'02" East, 70.16 feet;

thence South 26°58'25" East, 156.06 feet to the beginning of a non-tangent curve concave northeasterly, to which point a radial line bears South 62°39'03" West;

thence along said curve having a radius of 3,184.19 feet, through a central angle of 12°41'27", for an arc length of 705.29 feet to the beginning of a non-tangent curve concave southwesterly, to which point a radial line bears North 49°57'36" East;

thence along said curve having a radius of 12.50 feet, through a central angle of 13°24'38", for an arc length of 2.93 feet to the beginning of a non-tangent curve concave northeasterly, to which point a radial line bears South 49°07'43" West;

thence along said curve having a radius of 2,894.73 feet, through a central angle of 00°25'37", for an arc length of 21.57 feet to the beginning of a non-tangent curve concave westerly, to which point a radial line bears South 74°23'45" East;

thence along said curve having a radius of 27.42 feet, through a central angle of 55°47'08", for an arc length of 26.70 feet to a non-tangent curve concave northeasterly, to which point a radial line bears South 49°55'42" West;

thence along said curve having a radius of 3,172.19 feet, through a central angle of 12°41'24", for an arc length of 702.58 feet;

thence North 26°58'25" West, 156.06 feet;

thence North 25°17'02" West, 70.16 feet;

February 24, 2020

thence North 23°52'13" West, 52.24 feet;

thence North 25°14'00", 90.68 feet to the **TRUE POINT OF BEGINNING**.

Containing 14,619 square feet (0.335 acres), more or less.

A plat showing the above-described parcel is attached herein and made a part hereof as Exhibit "B", sheet 1 of 2 and sheet 2 of 2.

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

Tony E. Durkee

Tony E. Durkee, PLS5773
EXP 06/30/2020



END OF DESCRIPTION

EXHIBIT C

Depiction of Access Easement

[attached]

EXHIBIT 2 TO

ACCESS EASEMENT DEED

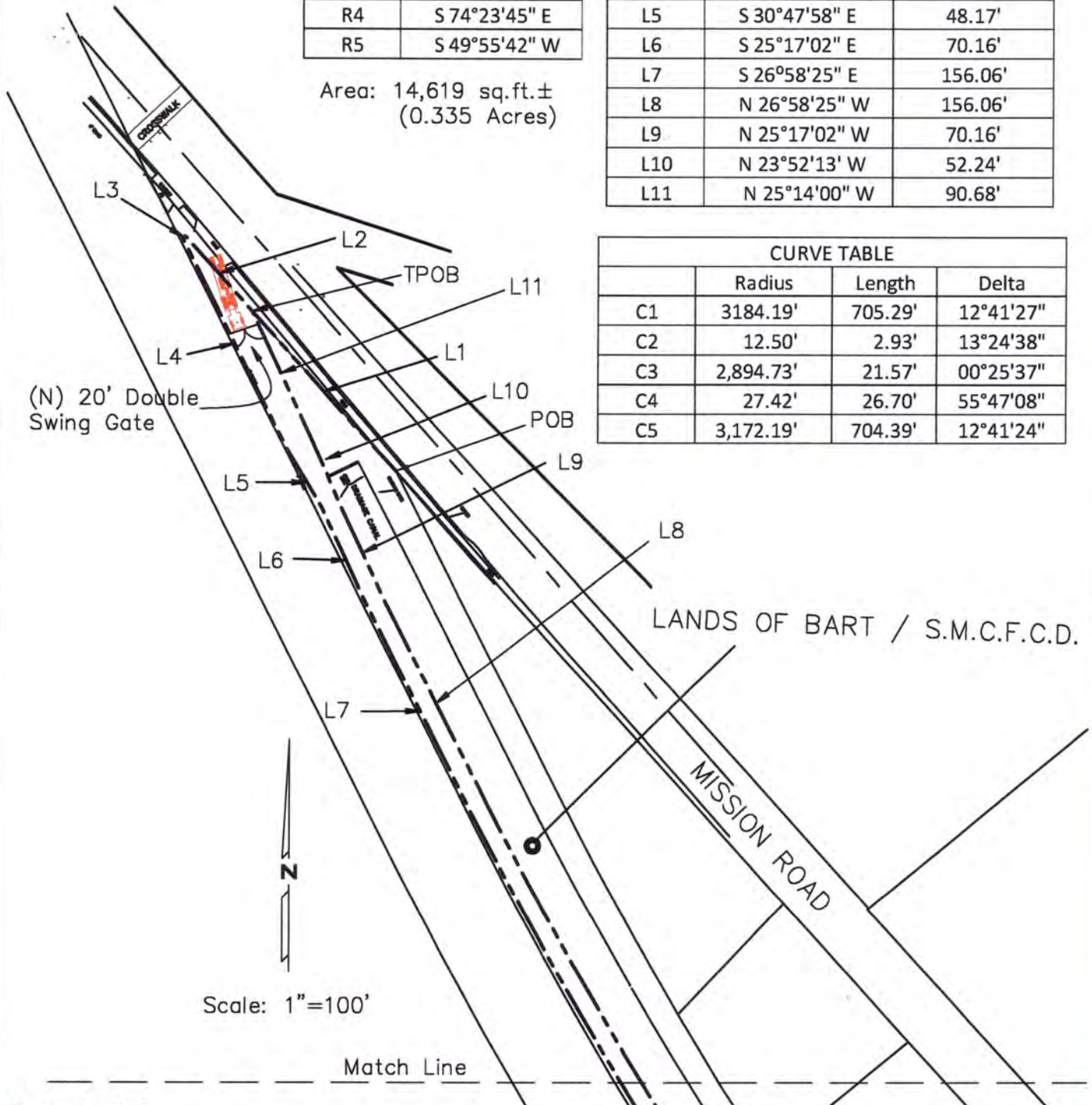
[Attach Legal Description of Grantor's Real Property]

RADIAL LINE TABLE	
Bearing from Radius Point to Beginning of Curve	
R1	S 62°39'03" W
R2	N 49°57'36" E
R3	S 49°07'43" W
R4	S 74°23'45" E
R5	S 49°55'42" W

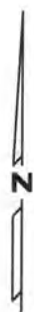
Area: 14,619 sq.ft.±
(0.335 Acres)

LINE TABLE		
Line	Bearing	Length
L1	N 42°12'09" W	145.09'
L2	N 42°12'09" W	67.98'
L3	S 54°20'56" W	2.11'
L4	S 26°39'38" E	158.26'
L5	S 30°47'58" E	48.17'
L6	S 25°17'02" E	70.16'
L7	S 26°58'25" E	156.06'
L8	N 26°58'25" W	156.06'
L9	N 25°17'02" W	70.16'
L10	N 23°52'13" W	52.24'
L11	N 25°14'00" W	90.68'

CURVE TABLE			
	Radius	Length	Delta
C1	3184.19'	705.29'	12°41'27"
C2	12.50'	2.93'	13°24'38"
C3	2,894.73'	21.57'	00°25'37"
C4	27.42'	26.70'	55°47'08"
C5	3,172.19'	704.39'	12°41'24"



Match Line



Scale: 1"=100'

Lands of the City & Co. of San Francisco
Vol. 1161 Pg. 1 (1944)
Parcel 2 of "San Mateo Lands"

APN 010-181-020

Lands of Costco
Wholesale Corporation

CITY OF SOUTH SAN FRANCISCO
CITY LINE
TOWN OF COLMA

PCL 1A - ACCESS EASEMENT
14,619 SQ. FT.±
0.335 Acres ±

DRAINAGE CANAL

C1

C5

C2

C3

C4