NO RECORDING FEE

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

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

CONFORMED COPY of document recorded
09/13/2018, 2018K672361
on ____ with document no. ____
This page has been conformed with the original
SAN FRANCISCO ASSESSOR-RECORDER

[Space Above for Recorder's Use]

Assessor's Block ("AB") 1939, Lot 112;
AB 8902, Lot 005
Portions of Treasure Island

EASEMENT AGREEMENT

(Public Utility Easement, Pump/Lift Station, City Facilities on Land Subject to the Public Trust)

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the TREASURE ISLAND DEVELOPMENT AUTHORITY, a California nonprofit public benefit corporation ("**TIDA**" or "**Grantor**"), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation and its successors and assigns ("**City**"), a perpetual public utility easement for City-owned facilities, free of the public trust for navigation, commerce, and fisheries, in, across, and through Grantor's certain real property, which is located in San Francisco, California and described and depicted in attached Exhibit A (the "**Easement Area**"), which shall be referred to hereafter as the "**Easement**." TIDA previously reserved a divisible easement over the Easement Area in the Quitclaim Deed and Reservation of Easements recorded in the Official Records of the City and County of San Francisco on November 10, 2015 as Document number 2015-K154698, as modified by the Second Memorandum Memorializing Location of Reserved Easements on Treasure Island and Yerba Buena Island recorded in the Official Records of the City and County of San Francisco on July 20, 2018 as Document number 2018-K6425178. This Easement conveys a subset of those reserved rights, as set forth below.

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

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

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

3. City's Use of the Easement.

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

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

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

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

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

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

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

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

If to Grantor, to:	Treasure Island Development Authority 1 Avenue of the Palms #241 San Francisco, CA 94130 Attn: Robert Beck
with a copy to	Shute, Mihaly & Weinberger, LLP 396 Hayes St. San Francisco, CA 94102 Attn: Gabriel Ross
If to City, to:	San Francisco Public Utilities Commission General Manager 525 Golden Gate Avenue, 13th Floor San Francisco, CA 94102
with copies to:	San Francisco Public Utilities Commission Real Estate Director 525 Golden Gate Avenue, 10th Floor

San Francisco, CA 94102

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

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

6. Abandonment of Easement. City may, at its sole option, abandon the Easement by recording a quitclaim deed. Except as otherwise provided in this Agreement, upon recording such quitclaim deed, the Easement and all rights, duties and liabilities hereunder shall be terminated and of no further force or effect. No temporary nonuse of the Easement Area or other conduct, except for recordation of the quitclaim deed as provided in this paragraph, shall be deemed abandonment of the Easement.

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

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

Executed as of this 20th day of July, 2018.

GRANTOR:

TREASURE ISLAND DEVELOPMENT AUTHORITY
a California nonprofit public benefit corporation

By: _____
Name: Robert Beck
Title: Treasure Island Director

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

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

State of California)
County of San Francisco)

On July 20, 2018, before me, Lauren Skellen, a Notary Public, personally appeared Robert Beck, 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 _____

LAUREN SKELLEN
Notary Public – California
San Francisco County
Commission # 2188411
My Comm. Expires Mar 26, 2021

EXHIBIT A

A-LOT R-SSPSE
A-LOT S-SSPSE

Description and Plat of Easement Areas

EXHIBIT A-LOT R-SSPSE

July 31, 2015

LEGAL DESCRIPTION – Lot R-SSPSE

All that real property situate in the City and County of San Francisco, State of California and being a portion of that certain parcel of land described as the Tidelands and Submerged Lands in San Francisco Bay known as Treasure Island, as described in that certain Final Judgment of Condemnation, filed April 3, 1944, in the District Court of the United States in and for the Northern District of California, Southern Division, Case Number 22164-G, recorded April 10, 1944 in Book 4034, Page 349, in the office of the Recorder of the aid City and County of San Francisco (hereinafter referred to as Case 22164-G);

Commencing at a monument established near the westerly end of Yerba Buena Island by the United States Coast and Geodetic Survey designated and known as Station Goat. Said monument being described in the above referenced Case 22164-G and being shown on a certain Record of Survey entitled "Record of Survey Being a Portion of Yerba Buena Island and Treasure Island City and County of San Francisco California" filed for record July 15, 2003 in Book AA of maps at pages 85 through 95, inclusive.

Thence along the westerly line of said parcel of land known as Treasure Island, North 28°02'51" West, 2882.33 feet;
Thence leaving said westerly line, North 61°57'09" East, 1192.23 feet to the **TRUE POINT OF BEGINNING** of this description;
Thence North 27°41'00" West, 60.13 feet;
Thence North 40°19'00" East, 61.82 feet;
Thence South 27°39'47" East, 83.29 feet;
Thence South 62°19'00" West, 57.29 feet to the **TRUE POINT OF BEGINNING.**

Containing an area of 4,109 square feet or 0.09 acres, more or less.

The bearings and distances in this description are based on the City and County of San Francisco 2013 plane coordinate system.

A plat showing the above-described parcel is attached hereto and made a part hereof.

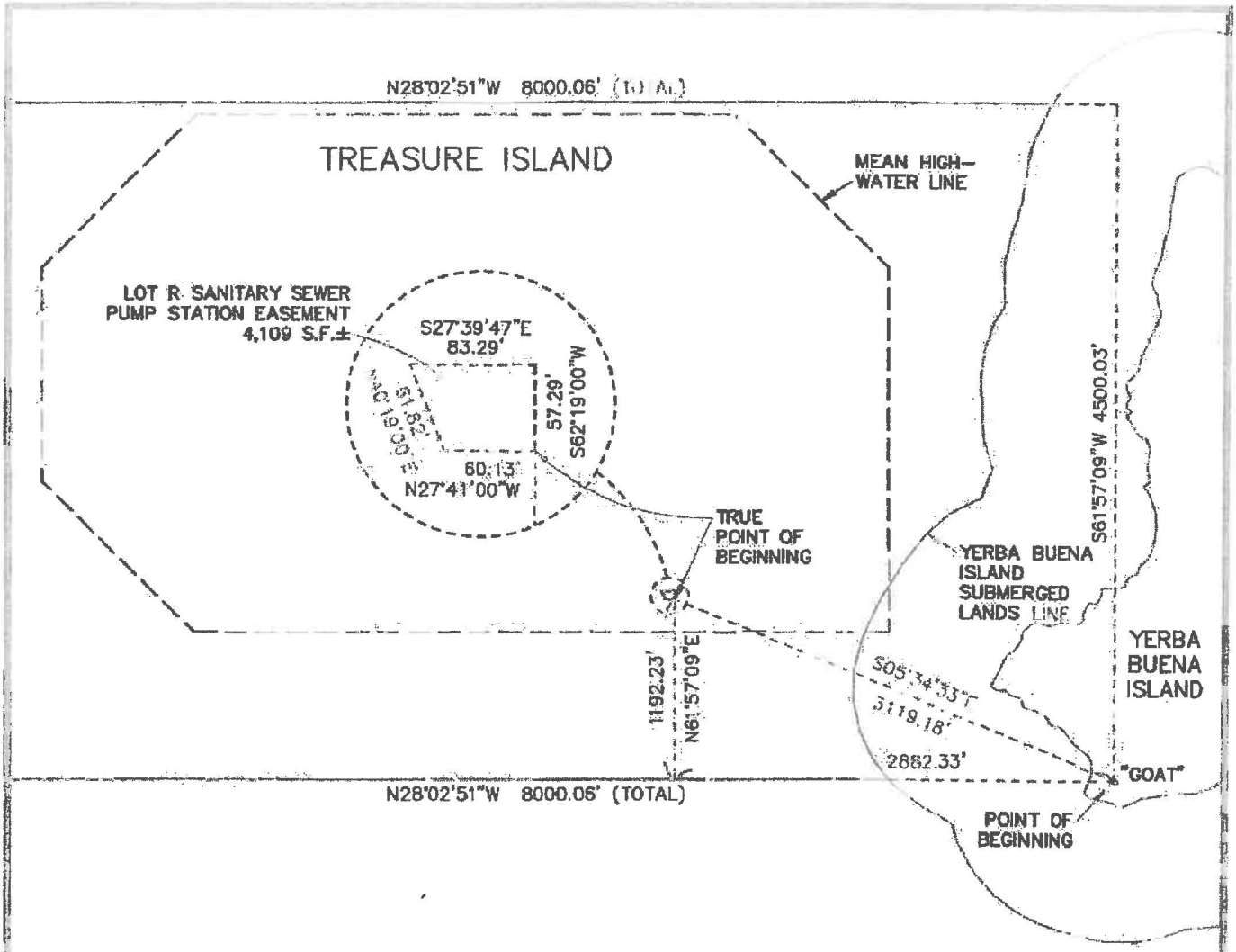
This description was prepared by me or under my direction in conformance with requirements of the Professional Land Surveyors' Act.

Billy Martin, PLS 5797

BILLY MARTIN
No. 5797

Dated 7-13-2015

END OF DESCRIPTION



LICENSED LAND SURVEYOR
BILLY MARTIN
No. 5797
STATE OF CALIFORNIA

GRAPHIC SCALE

1000 0 500 1000 2000

(IN FEET)
1 inch = 1000 ft.

1"=1000'

PACIFIC LAND SURVEYS

Subject SANITARY SEWER PUMP STATION EASEMENTS
Job No. 20140015
By CRM Date 8/4/15 Chkd. BM
SHEET 1 OF 1

EXHIBIT A-LOT S-SSPSE

BkF 100+ YEARS
ENGINEERS . SURVEYORS . PLANNERS Delivering Inspired Infrastructure

May 13, 2018
Project No. 20140015-50

LOT-S-SSPSE
LEGAL DESCRIPTION

All that certain real property situate in the City and County of San Francisco, State of California, being a portion of Lot 14, as shown on that certain Final Transfer Map No. 8674 recorded December 7, 2015, as Document No. 2015k165185, Official Records of said County, and being more particularly described as follows:

BEGINNING at the easterly common corner of Lot K and Lot J as shown on said Final Transfer Map (see sheet 4 of 16);

Thence southwesterly along the common line of said Lot K and said Lot 14, South 40°19'00" West, 119.61 feet to the **TRUE POINT OF BEGINNING** of this description;

Thence leaving said common line South 27°41'00" East, 72.75 feet;

Thence South 62°19'00" West, 30.12 feet;

Thence North 27°41'00" West, 26.85 feet;

Thence South 62°21'06" West, 11.06 feet;

Thence North 27°41'00" West, 29.25 feet to the common line of said Lot 14 and Lot L as shown on said Final Transfer Map, said common line also being the common line of said Lot 14 and said Lot K;

Thence along said common line, North 40°19'00" East, 44.42 feet to the **TRUE POINT OF BEGINNING.**

Containing 2,356 square feet more or less.

Horizontal Datum & Reference System
The horizontal datum is the North American Datum of 1983: NAD 83 (2011) Epoch 2010.00 referenced by the "CCSF-2013 High Precision Network" (CCSF-HPN). Plane coordinates are based on the "City & County of San Francisco 2013 coordinate system (CCSF-CS13). CCSF-CS13 is a low distortion projection designed for CCSF to provide plane coordinates in a ground system. See ROS 8080, filed April 4, 2014, in Book EE of Survey Maps at pages 147-157 in the Office of the Recorder of the City and County of San Francisco.

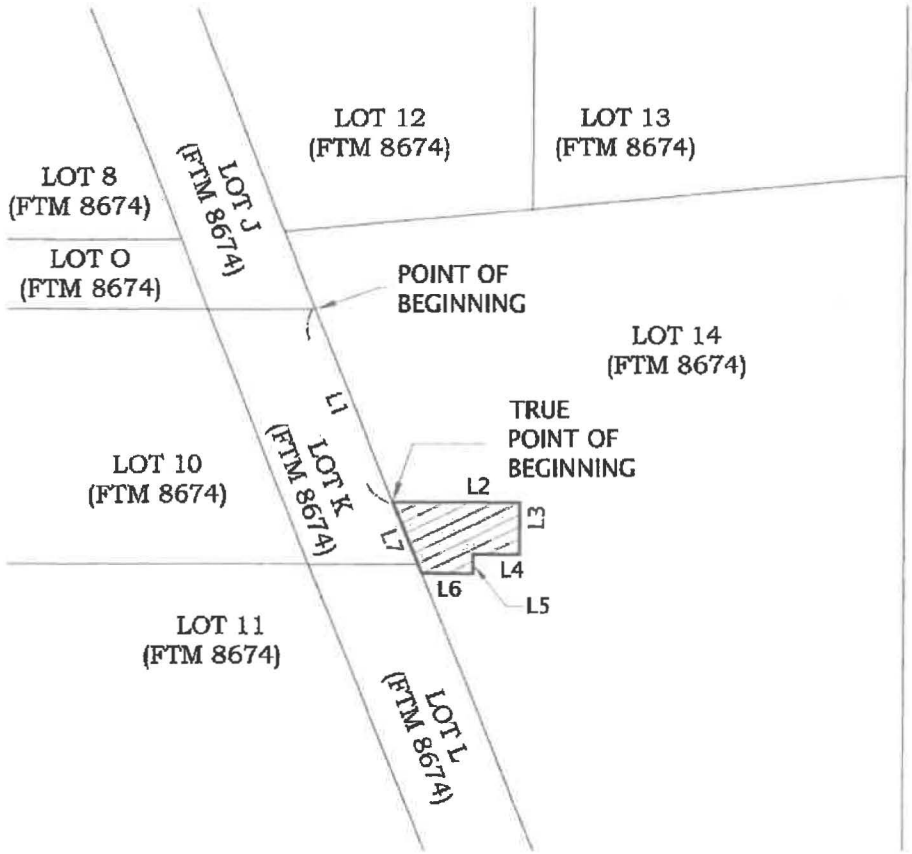
A plat showing the above described parcel is attached hereto and made a part hereof.

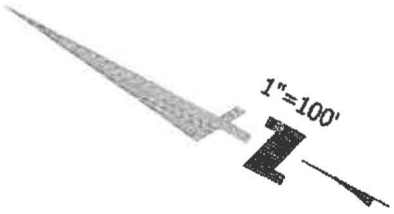
This legal description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors' Act.

Alex M. Calder, PLS 8863

5/13/2018
Date

END OF DESCRIPTION





PROFESSIONAL LAND SURVEYOR
ALEX
CALDER
PLS 8863
STATE OF CALIFORNIA

Alex Calder

Line Table		
Line #	Direction	Length
L1	S40°19'00"W	119.61
L2	S27°41'00"E	72.75
L3	S62°19'00"W	30.12
L4	N27°41'00"W	26.85
L5	S62°21'06"W	11.06
L6	N27°41'00"W	29.25
L7	N40°19'00"E	44.42

ABBREVIATIONS

FTM	FINAL TRANSFER MAP 8674
SQ.FT.	SQUARE FEET

EASEMENT AREA
2,356 SQ.FT.±

BKF
ENGINEERS / SURVEYORS / PLANNERS
255 SHORELINE DR
SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

Subject LOT-S-SSPSE
PLAT TO ACCOMPANY LEGAL DESCRIPTION
Job No. 20140015
By DCJ Date 05/13/18 Chkd AMC
SHEET 3 OF 3

PLOTTED BY:

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed to the City and County of San Francisco by this Easement Agreement, dated JULY 20, 2018, as set forth in Exhibit A, is hereby accepted pursuant to Board of Supervisors' Ordinance No. 95-11, approved JUNE 14, 2011, and the City consents to recordation thereof by its duly authorized officer.

Dated: AUGUST 14, 2018

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
Andrico Penick 8/14/18
~~Acting~~ Director of Property

RECOMMENDED:

San Francisco Public Utilities Commission

By: _____
Harlan L. Kelly, Jr.
General Manager

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

By: _____
Shari Geller Diamant
Deputy City Attorney