

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

by and between

JEFFERSON ELEMENTARY SCHOOL DISTRICT, a California public school district

as Seller

and

CITY AND COUNTY OF SAN FRANCISCO,

as Buyer

For the purchase and sale of

Two temporary construction easements, one permanent surface access easement, three permanent subsurface easements, and one permanent surface easement for well installation  
over, in, under, and upon real property  
in the unincorporated area of Daly City known as Broadmoor,  
County of San Mateo, State of California

March 6, 2015

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LIST OF EXHIBITS

- EXHIBIT A Easement Deed for two Temporary Construction Easements with attached legal description of Easement Areas to be conveyed thereby.
- EXHIBIT B Easement Deed for Access Easement with attached legal description of Easement Area to be conveyed thereby
- EXHIBIT C Easement Deed for Storm Drain easement with attached legal description of Easement Area to be conveyed thereby.
- EXHIBIT D Easement Deed for Utility Water Easement with attached legal description of Easement Area to be conveyed thereby.
- EXHIBIT E Easement Deed for Utility Line Easement with attached legal description of Easement Area to be conveyed thereby.
- EXHIBIT F Easement Deed for Well Easement with attached legal description of Easement Area to be conveyed thereby.
- EXHIBIT G Preliminary Title Report for Seller's Stewart Avenue Property (APN: 006-111-460)

**AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE**  
(Easements Over, On, Under, Across, and/or In  
Portions of APN 006-111-460 and APN 006-111-540)

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE (this "Agreement") dated for reference purposes only as of March 6, 2015 is by and between JEFFERSON ELEMENTARY SCHOOL DISTRICT, a California public school district ("Seller"), and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("Buyer" or "City").

**RECITALS**

A. In connection with the Regional Groundwater Storage and Recovery Project (the "Project") of Buyer's Public Utilities Commission, Seller and City are parties to that certain Memorandum of Agreement dated as of March 6, 2015 (the "MOA") which provides for certain cooperative measures and agreements agreed to by the parties in connection with the construction of the portion of the Project located within the District's boundaries.

B. Pursuant to the MOA, Seller and City have agreed to the execution and delivery of this Agreement with respect to the acquisition by City from Seller of certain easement interests in the following parcels of Real Property owned by Seller: (1) Seller's real property in the unincorporated area of Daly City known as Broadmoor, San Mateo County ("County"), California, located at 700 Stewart Avenue, Broadmoor, California 94015-3519 and commonly known as Assessor's Parcel 006-111-460 ("Seller's Stewart Avenue Property") and (2) Seller's real property in the unincorporated area of Daly City known as Broadmoor within the County, located adjacent to South Park Plaza Drive, Broadmoor, California 94015-3519 and commonly known as Assessor's Parcel 006-111-540 ("Seller's Park Plaza Drive Property").

Accordingly, pursuant to the MOA and 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 Easements**

Seller agrees to sell and convey to City, and City agrees to purchase from Seller, subject to the terms, covenants, and conditions set forth below, the following interests in real property (each, an "Easement" and collectively, the "Easements"):

- as:
- (a) two temporary construction easements (collectively, the "TCE") described as:
    - (i) an easement (the "Stewart Avenue TCE") over, across, in, and upon portions of Seller's Stewart Avenue Property; and
    - (ii) an easement (the "Park Plaza Drive TCE") over, across, in, and upon portions of Seller's Park Plaza Drive Property;
  - (b) a permanent access surface easement (the "Access Easement") over, across, in, and upon a portion of Seller's Stewart Avenue Property;
  - (c) a permanent subsurface easement for a storm drain (the "Storm Drain Easement") under, across, and along a portion of Seller's Stewart Avenue Property;

(d) a permanent subsurface easement for a utility water connection (the "Utility Water Easement") under, across, and along a portion of Seller's Stewart Avenue Property;

(e) a permanent subsurface easement for an electrical line and a telephone line (the "Utility Line Easement") under, across, and along a portion of Seller's Stewart Avenue Property; and

(f) a permanent surface easement for a well installation (the "Well Easement") over, across, in, and upon a portion of Seller's Stewart Avenue Property.

Seller's Stewart Avenue Property and Seller's Park Plaza Drive Property are sometimes collectively referred to in this Agreement as "Seller's Property." Each portion of Seller's Property to be acquired by Buyer pursuant to this Agreement are referred to herein individually as an "Easement Area" and collectively as the "Easement Areas."

## 1.2 Easement Areas; Nature of Easement

The Easement Areas consist of those portions of Seller's Property described and approximately depicted in the exhibits to each of the easement deeds attached as Exhibits A, B, C, D, E, and F (each a "Deed," and collectively, the "Deeds"). The nature, scope, and conditions of each Easement are set forth in the respective Deed with respect to such Easement.

## 2. PURCHASE PRICE

### 2.1 Purchase Price

The purchase price to be paid by City for each of the Easements shall be as follows:

(a) For the Stewart Avenue TCE, the sum of One Hundred Forty Seven Thousand, Six Hundred Fifty-Seven Dollars (\$147,657);

(b) For the Park Plaza Drive TCE, the sum of Four Hundred Dollars (\$400);

(c) For the Access Easement, the sum of Eighty-Five Thousand, Seven Hundred and Thirty-Nine Dollars (\$85,739);

(d) For the Storm Drain Easement, the sum of Fifty-Five Thousand, Two Hundred and Six Dollars (\$55,206);

(e) For the Utility Water Easement, the sum of Twenty Thousand, Six Hundred and Twenty-Four Dollars (\$20,624);

(f) For the Utility Line Easement, the sum of Twenty Three Thousand and Thirteen Dollars (\$23,013); and

(g) For the Well Easement, the sum of Ninety Three Thousand, Six Hundred Ninety Dollars (\$93,690).

The total rounded purchase price for all of the Easements is FOUR HUNDRED TWENTY-SIX THOUSAND DOLLARS (\$426,000) (the "Purchase Price").

## 2.2 Payment

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

## 2.3 Funds

All payments made pursuant to this Agreement shall 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 shall be made to Escrow Holder (defined in Section 5.2 [Escrow; Closing Without an Escrow]), as the escrow agent.

## 3. CONVEYANCE OF EASEMENT

### 3.1 Easement Deeds

At the Closing defined in Section 5.1 ["Closing" Defined]), Seller shall convey to City or its designee marketable and insurable title to the Easements, by delivery of the Deeds, each duly executed and acknowledged in the forms of the attached as Exhibits A, B, C, D, E, and F, 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]). Each Deed shall be executed and delivered to City in a recordable form. City may record each of the Deeds in County's Recorder's Office except, because of the temporary nature of the temporary construction easement to be granted as described in Exhibit A, the Deed with respect to such Easement shall not be recorded unless, prior to the expiration of the term of such temporary construction easement, Seller materially breaches the terms of this Agreement or the Deed.

### 3.2 State of Title

"Accepted Conditions of Title" shall mean:

(a) with respect to Seller's Stewart Avenue Property and the Stewart Avenue TCE, Access Easement, Storm Drain Easement, Utility Water Easement, Utility Line Easement, and Well Easement (i) the lien of real property taxes, not yet due or payable; and (ii) exceptions numbered 1 through 8 of the preliminary title report dated October 18, 2011, bearing Title No. 11-40703514-MK attached as Exhibit G. As a condition precedent to City's obligation to purchase the Easements over Seller's Stewart Avenue Property, 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 Areas with respect to such Easements may be required, at City's election, in form approved by City. Seller shall secure any such waiver, quitclaim deeds, consents, subordinations, or releases.

(b) with respect to Seller's Park Plaza Drive Property and the Park Plaza Drive TCE the lien of real property taxes, not yet due or payable; and (ii) any other exception from title that will not materially interfere with City's rights to use the Park Plaza Drive TCE as contemplated in the Deed with respect to the Park Plaza Drive TCE. As a condition precedent to City's obligation to purchase the Park Plaza Drive TCE, 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 with respect to the Park Plaza Drive TCE may be required, at City's election, in form approved by City. Seller shall secure any such waiver, quitclaim deeds, consents, subordinations, or releases.

#### 4. CONDITIONS TO CLOSING

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

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

(a) The physical condition of all portions of the Easement Areas shall be substantially the same on the Closing Date 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 Article 8 [Risk of Loss]), and as of the Closing Date there shall 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 Easements or the ability of City to use all portions of the Easement Areas for their respective intended use, and no proceedings shall 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 portions of the Easement Areas.

(b) Seller shall have delivered signed originals of any documents required under Section 3.2, and, unless the parties elect to consummate the transaction without an escrow, Escrow Holder shall be committed at the Closing to issue to City a CLTA owner's policy of title insurance (the "**Title Policy**") in the amount of the Purchase Price, insuring title to the Easement vested in City free of all exceptions, liens, and encumbrances except only the Accepted Conditions of Title. The Title Policy shall contain such special endorsements as City may reasonably request.

(c) The transactions contemplated by this Agreement shall have been approved by all applicable City departments and agencies, including, without limitation, the San Francisco Public Utilities Commission, at their respective sole discretion, within sixty (60) days after Seller executes and delivers this Agreement to City.

(d) If required by City's Charter, the City's Mayor and the Board of Supervisors, at the sole discretion of each, shall 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.

(e) Seller shall have delivered the items described in Section 5.4 below [Seller's Delivery of Documents] on or before the Closing.

The Conditions Precedent contained in the foregoing subsections (a) through (e) are solely for City's benefit. If any Condition Precedent is not satisfied, City shall have the right at its sole discretion either to waive in writing the Condition Precedent in question and proceed with the purchase (provided that the Conditions Precedent described in items (c) and (d) 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 shall 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 such Conditions Precedent remain unsatisfied.

If the sale of all of the Easements is not consummated because of a default under this Agreement on the part of Seller or if a Condition Precedent with respect to one or more of the Easements cannot be fulfilled because Seller frustrated such fulfillment by some affirmative act or negligent omission, at its sole election, City may (1) terminate this Agreement by delivery of



notice of termination to Seller, and neither party shall have any further rights or obligations hereunder, (2) elect to proceed with Closing with respect to any Easement(s) with respect to which all Conditions Precedent have been waived by City or satisfied and elect to either terminate this Agreement with respect to the remaining Easement(s) not so purchased (pursuant to clause (1) of this paragraph) or continue this Agreement with respect to such remaining Easements (pursuant to clause (3) of this paragraph), or (3) continue this Agreement pending City's action for specific performance and/or damages hereunder, including, without limitation, City's costs and expenses incurred hereunder. In the event City elects to proceed to Closing with respect to some, but not all, of the Easements pursuant to clause (2) above, the Purchase Price with respect to the Easement(s) being purchased will be reduced by the sum of the purchase prices stated in Section 2.1 attributable to the Easement(s) not being purchased and any subsequent Closing with respect to any such Easement not initially purchased shall be for the purchase price stated for such Easement in Section 2.1.

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

Seller shall cooperate with City and do all acts as may be reasonably requested by City with regard to the fulfillment of any Conditions Precedent including, without limitation, execution of any documents, applications, or permits, but Seller's representations and warranties to City shall not be affected or released by City's waiver or fulfillment of any Condition.

### **5. CLOSING AND POSSESSION**

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

The consummation of the purchase and sale contemplated hereby (the "Closing") shall occur as provided in this Article 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 (as defined in Section 11.16 [General Provisions]), the parties shall open escrow by depositing an executed counterpart of this Agreement with Chicago Title Company at its offices at 1929 Market Street, San Francisco, California 94104 ("Escrow Holder"); (ii) this Agreement shall serve as instructions to Escrow Holder 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 in accordance with this Agreement on behalf of both parties, as needed; and (iv) the Closing shall be held and delivery of all items to be made at the Closing under this Agreement shall be made at Escrow Holder'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 shall occur as described in Section 5.7(b).

#### **5.3 Closing Date**

The Closing shall occur ninety (90) days after the Effective Date (as defined in Section 11.16) or on such earlier date as City and Seller may mutually agree (the "Closing Date"), subject to the provisions of Article 4 [Conditions Precedent]. The Closing Date may not be extended without the prior written approval of both Seller and City, 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, Escrow Holder shall, 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.

#### 5.4 Seller's Delivery of Documents

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

- (i) each of the duly executed and acknowledged Deeds;
- (ii) such resolutions, authorizations, or other documents as City may reasonably require to demonstrate the authority of Seller to enter into this Agreement and consummate the transactions contemplated hereby, 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; and
- (iv) 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, countersigned by Seller, if the parties elect to consummate the transaction without an escrow).

Seller shall also deliver 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 shall be deemed to have been paid by City as part of the Purchase Price, and Seller's obligation to consummate the transaction contemplated herein shall not be excused or otherwise affected thereby.

(b) Seller shall deliver such items to Seller through escrow, unless the parties elect to close the transaction without an escrow in which event Seller shall deliver the items directly to City for a Closing in accordance with Section 5.7(b).

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

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

(i) a certificate of acceptance, executed by City's Director of Property, or, with respect to any Easement to be conveyed to City's designee, an authorized agent on behalf of such designee, to be attached to each of the Deeds 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 Article 6; and

(iv) the Purchase Price, as provided in Article 2 hereof (as it may be adjusted pursuant to the provisions of Section 4.1(c)).

(b) City shall deliver such documents and funds through escrow; however, if the parties elect to consummate the transaction without an escrow, City shall deliver the funds and documents as provided in Section 5.7(b).

### 5.6 Other Documents; Cooperation

Seller and City shall 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 intentions of the parties.

### 5.7 Closing

(a) **Closing through Escrow.** Subject to Section 5.7(b), at Closing, provided all the conditions to the parties' obligations have been satisfied or waived as provided and permitted by this Agreement, Escrow Holder shall 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) Deliver the Deeds to City or City's designee;

(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 Article 6;

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

(v) Deliver to the appropriate party 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 shall effect the Closing on the Closing Date as follows:

(i) City shall: (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 Article 6), and (B) cause each respective certificate of acceptance for the Deeds to be executed, when:

(A) City has received Seller's documents in accordance with Section 5.4, and

(B) City and/or its designee has received each of the Deeds conveying the Easements to City or its designee 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 party any other documents, instruments, and sums required by this Agreement.

## 5.8 Possession and Use

With respect to each Easement, the right of possession and use of the Easement Area corresponding to such Easement by City and/or its designees, including the right to remove and dispose of improvements and install and connect utilities, shall commence on the dates City's contractor first enters such Easement Area to commence staging for the Project (the "**Possession Date**"), which may occur before the Closing Date; provided, however, City shall use reasonable efforts to (a) confine its Project construction work on or about Seller's property to periods when classes are not in session at Seller's Franklin School and (b) perform Project construction work only during those periods identified in, or pursuant to, Paragraph 5 of Exhibit C to the MOA. The Purchase Price includes but is not limited to full payment for such possession and use, including interest and damages if any from such date, notwithstanding any other provision of this Agreement. City shall provide Seller with at least thirty (30) days' advance written notice of the Possession Date.

## 6. EXPENSES; PRORATIONS

### 6.1 City's Expenses

Except as specifically stated in this Agreement, City shall pay all costs, fees, and expenses resulting from or associated with the transactions contemplated by this Agreement, including escrow fees, closing costs, and costs and charges associated with or any title insurance to be procured or issued in connection with such transactions, if any.

### 6.2 Seller's Expenses

Seller shall pay all costs incurred in connection with (a) the prepayment or satisfaction of any loan, bond or other indebtedness secured in whole or part by any portion of the Easement Areas including, without limitation, any prepayment or delinquency fees, penalties, or charges. Seller shall also pay at the Closing any delinquent taxes that may have become a lien against Seller's Property and (b) the securing of any quitclaim deeds, spousal waivers, lender's consents or subordinations, tenants' consents, or similar releases sufficient to clear or subordinate any possessory rights of third parties over the Easement Areas with respect to the Easements.

## 7. REPRESENTATIONS AND WARRANTIES

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

(a) **Ownership of Property.** Seller is 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. To the best of Seller's knowledge, there are (i) no material exceptions to its title to Seller's Stewart Avenue Property that are not disclosed on the preliminary title report attached as **Exhibit G** and (ii) no material exceptions to its title to Seller's Park Plaza Drive Property that will interfere with City's rights as specified in the Deed that grants the Park Plaza Drive TCE to City.

(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 Closing, no oral or written leases, occupancy agreements, licenses, or easements affecting any portion of any of the Easement Areas or that would affect City's access to or use as contemplated by the Deeds of any portion of the Easement Areas.

(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 Areas, and no violations of any laws, rules, or regulations applicable to any portion of the Easement Areas.

(e) **No Impediments to Use.** Seller knows of no facts nor has Seller failed to disclose any fact that would prevent City from using the Easements after Closing in the normal manner in which they are intended.

(f) **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 Easements after the Closing.

(g) **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**" shall 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 shall 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.

For the purposes of such representations, the phrase "to the best of Seller's knowledge" shall mean, at the time of the applicable representation, the actual knowledge of Julie Kessler, who serves as District's Assistant Superintendent of Business Services and its Chief Business Officer, after due and appropriate inquiry.

## 8. RISK OF LOSS

If any portion of an Easement Area is damaged or destroyed before the Closing Date, then the rights and obligations of Seller and City under this Agreement shall be as follows: City shall have the right, at its election, to terminate this Agreement in its entirety or terminate it only as to that portion of such Easement Area damaged or destroyed. City shall have thirty (30) days after Seller notifies City that an event described in this Article 8 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 shall 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 Article 8, then City and Seller shall 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 shall 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 shall remain in full force and effect.

**9. MAINTENANCE; CONSENT TO NEW CONTRACTS**

**9.1 Maintenance of the Easement Area**

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

**9.2 Contracts Affecting the Easement Area**

Except as otherwise provided in this Agreement or by express written permission granted by City, Seller shall not, after the date of execution of this Agreement, alienate, lien, encumber, or otherwise transfer Seller's Property or any portion thereof or allow the same to occur, or enter into any lease or contract with respect to Seller's Property or any portion thereof that would survive the Possession Date and impair City's access to or use of any portion of any of the Easement Areas as contemplated by the Deeds.

**10. 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.

**11. GENERAL PROVISIONS**

**11.1 Notices**

Any notice, consent, or approval required or permitted to be given under this Agreement shall be in writing and shall be given by (i) hand delivery, against receipt, (ii) reliable next-business-day courier service that provides confirmation of delivery, or (iii) 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: San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 10th Floor  
San Francisco, California 94102  
Attention: Brian Morelli  
Facsimile No.: (415) 487-5200

with copy to:

Richard Handel  
Deputy City Attorney  
Office of the City Attorney  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4682  
Facsimile No.: (415) 554-4755

Seller:

To: District Office, Jefferson Elementary School  
District  
Attn: Julie Kessler  
101 Lincoln Avenue  
Daly City, CA 94015  
Facsimile No.: (650) 992-2265

with a copy to: Office of the County Counsel  
Attn: John Nibbelin, Chief Deputy  
400 County Center, 6<sup>th</sup> Floor  
Redwood City, CA 94063  
Facsimile No.: (650) 363-4034

A properly addressed notice transmitted by one of the foregoing methods shall be deemed received upon the confirmed date of delivery, attempted delivery, or rejected delivery, whichever occurs first. Facsimile numbers are provided above for convenience of communication; however, neither party may give official or binding notice by facsimile. The effective time of a notice shall not be affected by the receipt, prior to receipt of the original, of a telefacsimile copy of the notice.

#### **11.2 Brokers and Finders**

Neither party has had any contact or dealings regarding the Easements, or any of them, 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 herein. 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 shall be responsible for such commission or fee and shall indemnify and hold harmless the other party from all claims, costs, and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by the indemnified party in defending against the same. The provisions of this Section shall survive the Closing.

#### **11.3 Successors and Assigns**

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns, subject to Section 9.2 [Contracts Affecting the Easement Areas].

#### **11.4 Amendments; Waivers**

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

#### **11.5 Continuation and Survival of Representations and Warranties**

All representations and warranties by the respective parties contained herein or made in writing pursuant to this Agreement are intended to be, and shall remain, true and correct as of the Closing, shall 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), shall 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 hereby shall constitute representations and warranties under this Agreement.

### **11.6 Governing Law**

This Agreement shall be governed by California law and City's Charter. There shall 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.

### **11.7 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) shall 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 shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including, without limitation, 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 making, execution, and delivery of this Agreement by the parties has been induced by no representations, statements, warranties, or agreements other than those expressed in this Agreement.

### **11.8 Parties and Their Agents; Approvals**

The term "**Seller**" as used in this Agreement shall 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 shall be joint and several. As used herein, the term "**Agents**" when used with respect to either party shall 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 shall be made by or through the General Manager of City's Public Utilities Commission or the City's Director of Property, unless otherwise provided herein.

### **11.9 Interpretation of Agreement**

The article, section, and other headings of this Agreement and the table of contents are for convenience of reference only and shall not affect the meaning or interpretation of any provision contained herein. Whenever the context so requires, the use of the singular shall be deemed to include the plural and vice versa, and each gender reference shall 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 herein. 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. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purposes of the parties and this Agreement.



### **11.10 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, shall 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, shall not be affected thereby, and each provision of this Agreement shall be valid and shall be enforceable to the extent permitted by law.

### **11.11 Sunshine Ordinance**

Seller understands and agrees that under the 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 the City under this Agreement are public records subject to public disclosure. Seller hereby acknowledges that the City may disclose any records, information, and materials submitted to the City in connection with this Agreement.

### **11.12 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 shall immediately notify the City.

### **11.13 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 any land or building to or from the City whenever such transaction would require approval by a City elective officer or the board on which that City elective officer serves, from making any campaign contribution to the officer at any time from the commencement of negotiations for such contract until the termination of negotiations for such contract or three (3) months has elapsed from the date the contract is approved by the City elective officer, or the board on which that City elective officer serves.

### **11.14 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 shall 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.

### **11.15 Counterparts**

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

### 11.16 Effective Date

As used herein, the term "Effective Date" shall mean the date on which both parties shall have executed this Agreement provided the Agreement and the transactions contemplated by the Agreement shall have been authorized (a) in a manner required by law governing Seller, and (b) by a duly adopted resolution of the City's Public Utilities Commission, and (c) if required by City's Charter, by a duly adopted resolution of the City's Board of Supervisors and Mayor.

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) SHALL HAVE BEEN DULY ENACTED APPROVING THIS AGREEMENT AND AUTHORIZING THE TRANSACTIONS CONTEMPLATED HEREBY. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF CITY HEREUNDER 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:

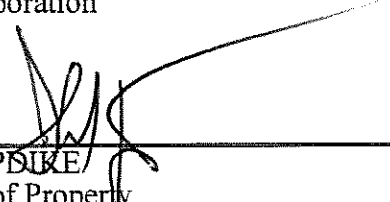
JEFFERSON ELEMENTARY SCHOOL  
DISTRICT, a California public school district

By:   
Printed name & Title: Bernardo Vidales, Superintendent

Date: 3/6, 2015

CITY:

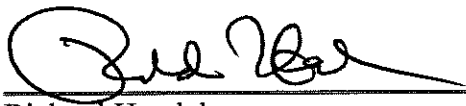
CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By:   
JOHN UPSUKE  
Director of Property

Date: 4-3, 2015

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By:   
Richard Handel,  
Deputy City Attorney

ESCROW HOLDER'S ACKNOWLEDGMENT

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

Escrow Holder agrees to act as escrow holder in accordance with the terms of this Agreement. Escrow Holder's failure to execute below shall not invalidate the Agreement between City and Seller.

ESCROW HOLDER:

CHICAGO TITLE COMPANY

By: \_\_\_\_\_  
          [signature]  
Name: \_\_\_\_\_  
          [print 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, Escrow Holder 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**  
**TO**  
**AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE**  
**TEMPORARY CONSTRUCTION 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

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**  
(Temporary Construction Easements)

(Portions of Assessor's Parcel Nos.  
006-111-540 and 006-111-460)

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged JEFFERSON ELEMENTARY SCHOOL DISTRICT, a California public school district ("**Grantor**"), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**Grantee**") two temporary, exclusive easements for construction and access purposes as further described below (each an "**Easement**" and collectively, the "**Easements**"). One such Easement shall be over, across, and upon Grantor's real property in the unincorporated area of Daly City known as Broadmoor, San Mateo County, California, located at 700 Stewart Avenue, Broadmoor, California 94015-3519 and commonly known as Assessor's Parcel 006-111-460. Such Easement is more particularly described in Section A of the attached **Exhibit 1**. The second such Easement shall be over, across, in, and upon portions of Grantor's real property in the unincorporated area of Daly City known as Broadmoor, San Mateo County, California adjacent to South Park Plaza Drive, Broadmoor, California 94015-3519 and commonly known as Assessor's Parcel 006-111-540. Such second Easement is more particularly described in Section B of the attached **Exhibit 1**. The Easements shall consist of two areas on and across the specific locations depicted in the attached **Exhibit 2** (the "**Easement Areas**"). The two parcels of Grantor's real property described above (Assessor's Parcel 006-111-460 and Assessor's Parcel 006-111-540) are referred to in this Deed as the "**Grantor's Property**."

**1. Nature of Easements.** The Easement Areas shall consist of exclusive surface easements that shall be used for construction staging and general construction-related activities. Grantee's rights to use any portion of the Easement Areas shall include (a) the right to store, use, and stage

construction trailers, equipment, vehicles, machinery, tools, materials, supplies, and excavated soils in connection with the construction of Grantee's Regional Groundwater Storage and Recovery Project (the "Project"); (b) the right to improve, repair, and maintain the Easement Areas, including grading, installation of paving and/or crushed rock, fencing, management of vegetation impinging on the Easement Areas; and (c) such other rights as are reasonably necessary for the full enjoyment and accomplishment of the purposes of the Easements. Grantee's rights under this Deed may be exercised by Grantee's agents, contractors, subcontractors, suppliers, consultants, employees, licensees, invitees, or representatives ("Agents"), or by other authorized persons acting for or on behalf of Grantee. Grantee acknowledges that Grantor uses Grantor's Property as a public school and, accordingly, so long as such school use continues, except in emergencies, Grantee will use reasonable efforts to exercise its rights granted pursuant to this Deed in a manner that will minimize any disruption of Grantor's school uses. Grantee shall be solely responsible for obtaining, at its sole expense, any permits, authorizations, or approvals required by any applicable federal, state, or local law with respect to the use of the Easement Areas by Grantee and its Agents pursuant to this Deed.

**2. Term of Easements.** The term of the Easements shall commence on the date (the "**Commencement Date**") on which Grantee's contractor first enters either of the Easement Areas to commence staging in connection with construction of the Project after Grantee's issuance of a Notice to Proceed to the contractor. Grantee shall provide, or cause its contractor to provide, at least thirty (30) days' advance written notice to Grantor of the Commencement Date. At the request of either party, Grantor and Grantee shall confirm in writing the Commencement Date. The Easements shall expire on the last day of the ninth (9<sup>th</sup>) full calendar month after the Commencement Date; however, Grantee shall have the option to extend the term on a month-to-month basis not to exceed an additional nine (9) months beyond the original expiration term of the easement. Thirty (30) days' written notice will be given to Grantor if Grantee elects to exercise its option for any such extension. Upon expiration of the extended term, Grantee shall pay Grantor an additional sum for any such extensions at the same rate paid for the initial term (prorated on a monthly basis).

**3. Restoration.** Upon the earlier of expiration of the term of the Easements or Grantee's completion of the Project, Grantee shall restore the surface of the Easement Areas and any adjoining portion of Grantor's Property to the extent damaged by Grantee's exercise of its rights to access the Easement Areas to substantially the same condition as that which existed immediately prior to the Project-related work. Grantee's obligation to restore the Easement Areas and any such damaged portion of Grantor's Property will include the removal of any material introduced to, or released upon, any portion of the Easement Areas or Grantor's Property by Grantee or its agents, employees, or contractors 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.

**4. 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 (i) hand delivery, against receipt, (ii) reliable next-business-day courier service that provides confirmation of delivery, or (iii) 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: San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 10<sup>th</sup> Floor  
San Francisco, California 94103  
Attention: Brian Morelli, WSIP Right of Way  
Manager  
Facsimile No.: (415) 487-5200

With a copy to:

Richard Handel  
Deputy City Attorney  
Office of the City Attorney  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4682  
Facsimile No.: (415) 554-4755

**Grantor:**

To: District Office, Jefferson Elementary School  
District  
Attn: NAME  
101 Lincoln Avenue  
Daly City, CA 94015  
Facsimile No.: (650) 992-2265

with a copy to:

Office of the County Counsel  
Attn: John Nibbelin, Chief Deputy  
400 County Center, 6<sup>th</sup> Floor  
Redwood City, CA 94063  
Facsimile No.: (650) 363-4034

A properly addressed notice transmitted by one of the foregoing methods shall be deemed received upon confirmed delivery, attempted delivery, or rejected delivery. Facsimile numbers are provided above for convenience of communication only; neither party may give official or binding notice by facsimile.

**5. Maintenance and Repairs.** During the term of the Easements, Grantee shall be responsible, at its expense, to repair and maintain the Easement Areas only as to wear and tear caused by the proportionate use of the Easement Areas by Grantee and its Agents, and not wear and tear caused by use of the Easement Areas by others. To the extent that any portion of Grantor's Property is damaged by Grantee or its Agents in the exercise of Grantee's rights under this Deed, Grantee shall repair such damage or replace the damaged item, or at Grantee's election and with Grantor's consent, shall compensate Grantor for the damage.

**6. Indemnity.** Grantee shall indemnify, defend, and hold Grantor harmless from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages, and liabilities of any kind (collectively, "Losses"), arising directly out of any activity by Grantor or its Agents pursuant to this Deed or any breach of Grantee's obligations under this Deed, except to the extent of Losses caused by the negligence or willful misconduct of Grantor or Grantor's authorized representatives, and except for Losses

resulting from the discovery of pre-existing conditions discovered (and not caused) by any activities undertaken by Grantee or its Agents pursuant to this Deed.

7. **Run with the Land.** The provisions of this Easement Deed shall run with the land, burden the Easement Areas, and bind and inure to the benefit of the respective successors and assigns of Grantee and Grantor. In the event Grantor sells, conveys, or assigns any property interest encumbered by the Agreement, Grantor shall notify the successor or assignee of the rights and obligations of both parties as stated herein.

8. **Exhibits.** The Exhibits referenced in this Deed are attached to and made a part of this Deed.

9. **Counterparts.** This Deed may be executed in counterparts, each of which shall be an original, but all counterparts shall constitute one instrument.

*[Remainder of page intentionally left blank.]*



Executed as of this \_\_\_\_ day of \_\_\_\_\_, 201\_.

**GRANTOR:**

JEFFERSON ELEMENTARY SCHOOL  
DISTRICT, a California public school district

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

Date: \_\_\_\_\_, 201\_

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

Date: \_\_\_\_\_, 201\_

**ACCEPTED:**

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

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

John Updike  
Director of Property

PUC Resolution: \_\_\_\_\_

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

**APPROVED AS TO FORM:**

DENNIS J. HERRERA, City Attorney

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

Richard Handel, Deputy City Attorney

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed dated \_\_\_\_\_, from the Grantor to the City and County of San Francisco, is hereby accepted pursuant to Board of Supervisors' Resolution No. 18110 Series of 1939, approved August 7, 1957, and Grantee consents to recordation thereof by its duly authorized officer.

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

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

JOHN UPDIKE  
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)

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)

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)

**EXHIBIT 1 TO**  
**TEMPORARY CONSTRUCTION EASEMENT DEED**

[Attach Legal Description of Grantor's Real Properties]

**Section A**

[Insert or attach legal description of Easement across Assessor's Parcel 006-111-460]

**Section B**

[Insert or attach description of Easement across Assessor's Parcel 006-111-540]



ENGINEERS  
SURVEYORS  
PLANNERS

June 26, 2013

EXHIBIT "A"  
LEGAL DESCRIPTION

CUP-5, SITE 3

PARCEL 2H

All that real property situate in the unincorporated portion of San Mateo County, State of California, being a portion of the lands described in the following documents, that certain Grant Deed recorded on June 26, 1952 in Book 2259 of Official Records at page 266, that certain Grant Deed recorded on December 4, 1936 in Book 1986 of Official Records at page 259, and that certain Resolution Accepting Deed recorded on October 2, 1950 in Book 1949 of Official Records at page 572, and that certain Resolution and Order Abandoning White Street East and Bush Street recorded on April 9, 1953 in Book 2396 of Official Records at page 187, that certain Grant Deed recorded on October 31, 1950 in Book 1967 of Official Records at page 300, that certain Resolution and Order Abandoning White Street recorded on March 4, 1953 in Book 2376 of Official Records at page 525, that certain Resolution Accepting Deed recorded on October 31, 1950 in Book 1967 of Official Records at page 304, that certain Grant Deed recorded on July 2, 1954, in Book 2610 of Official Records at page 85, and that certain Grant Deed recorded on March 11, 1962 in Book 4205 of Official Records at page 581, San Mateo County Records, State of California, being more particularly described as follows:

**BEGINNING** at the 3/4" Iron Pipe with Brass Tag Stamped "RCE 5476" and pin in the monument well at the intersection of the centerline of Nimitz Drive with centerline of 87<sup>th</sup> Street as shown on that certain Record of Survey, No. 2426, recorded on May 13, 2013, in Volume 38 of Licensed Land Surveyor Maps at pages 35 and 36, San Mateo County Records;

thence along said centerline of 87<sup>th</sup> Street, North 89°17'34" West, 391.86 feet to the beginning of a tangent curve to the right;



thence continuing along last said centerline, along said curve having a radius of 499.96 feet, through a central angle of  $1^{\circ}24'10''$ , and an arc length of 12.24 feet to the intersection with the centerline of Maddux Drive, as shown on said map;

thence along the centerline of Maddux Drive, North  $1^{\circ}03'56''$  East, 145.72 feet to the beginning of a tangent curve to the left;

thence continuing along last said centerline, along said curve having a radius of 174.99 feet, through a central angle of  $76^{\circ}01'40''$ , and an arc length of 232.20 feet to the intersection with the centerline of Stewart Avenue being 50.00 feet wide as shown on that certain map recorded on October 9, 1947, in Book 28 of Maps at pages 8 through 10, San Mateo County Records;

thence along last said centerline of Stewart Avenue, North  $1^{\circ}03'56''$  East, 120.75 feet;

thence leaving last said centerline, South  $88^{\circ}56'04''$  East, 25.00 feet to the easterly line of Stewart Avenue as shown on last said map and the **TRUE POINT OF BEGINNING**;

thence along last said easterly line, North  $1^{\circ}03'56''$  East, 20.00 feet;

thence South  $90^{\circ}00'00''$  East, 194.14 feet;

thence North  $74^{\circ}15'34''$  East, 48.09 feet;

thence South  $89^{\circ}53'39''$  East, 20.95 feet;

thence North  $00^{\circ}00'00''$  East, 471.29 feet;

thence South  $90^{\circ}00'00''$  East, 25.93 feet;

thence South  $00^{\circ}00'00''$  West, 37.24 feet;



ENGINEERS  
SURVEYORS  
PLANNERS

thence South  $89^{\circ}15'12''$  East, 92.27 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 450.00 feet, through a central angle of  $11^{\circ}19'21''$  and an arc length of 88.93 feet to the northerly line of the parcel described in that certain Grant Deed recorded on July 2, 1954, in Book 2610 of Official Records at page 85;

thence along last said northerly line, South  $87^{\circ}05'36''$  East, 53.26 feet to the westerly line of the parcel described in that certain Grant Deed recorded on December 22, 1965, in Book 5083 of Official Records at page 582 and the beginning of a non-tangent curve to the left, from which point a radial line, bears South  $79^{\circ}45'05''$  West;

thence along last said westerly line, southerly along said curve having a radius of 800.00 feet, through a central angle of  $00^{\circ}10'20''$ , and an arc length of 2.40 feet to the northerly line of the parcel described in that certain deed recorded on March 4, 1953 in Book 2377 of Official Records at page 251;

thence along last said northerly line, North  $89^{\circ}04'46''$  West, 56.80 feet to the northwest corner of last said parcel;

thence along the westerly line of last said parcel, South  $26^{\circ}41'22''$  East, 48.55 feet;

thence South  $75^{\circ}25'17''$  West, 18.41 feet;

thence North  $90^{\circ}00'00''$  West, 168.37 feet;

thence South  $00^{\circ}00'00''$  West, 388.36 feet;

thence South  $89^{\circ}53'39''$  East, 72.05 feet;





thence South  $00^{\circ}09'22''$  East, 89.62 feet;

thence South  $89^{\circ}50'38''$  West, 132.11 feet;

thence North  $00^{\circ}09'22''$  West, 26.13 feet;

thence North  $56^{\circ}14'50''$  West, 55.89 feet;

thence North  $90^{\circ}00'00''$  West, 194.51 feet to the **TRUE POINT OF BEGINNING**, containing an area of 43,926 square feet, more or less.

**CUP-06, SITE 2**

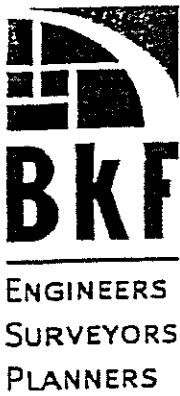
**PARCEL 3A**

All that real property situate in the unincorporated portion of San Mateo County, State of California, being a portion of Parcel IV described in that certain Resolution Accepting Deed recorded on October 2, 1950 in Book 1949 of Official Records at page 572, San Mateo County Records, State of California, and being more particularly described as follows:

**BEGINNING** at the 1-1/2" Iron Pipe, open, in concrete, assumed to be at the northeast corner of S.S. White Tract recorded on October 19, 1871, in Book 1 of Maps at page 18, San Mateo County Records, and said Parcel IV, as shown on that certain Record of Survey, No. 2426, recorded on May 13, 2013, in Volume 38 of Licensed Land Surveyor Maps at pages 35 and 36, San Mateo County Records;

thence along the easterly line of said Parcel IV, South  $1^{\circ}04'08''$  West, 14.64 feet to the **TRUE POINT OF BEGINNING**;

thence continuing along last said line, South  $1^{\circ}04'08''$  West, 60.93 feet to the northeasterly line of the parcel described in that certain deed recorded on March 4, 1953 in Book 2377 of Official Records at page 251;




thence along last said northeasterly line, North 26°32'42" West, 59.23 feet;

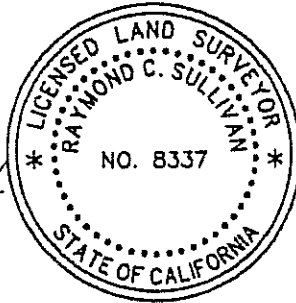
thence leaving last said line, North 73°57'49" East, 28.72 feet to the **TRUE POINT OF BEGINNING**, containing an area of 836 square feet, more or less.

All bearings and distances shown on this exhibit are based upon the North American Datum of 1983 (NAD 83), California Coordinate System, Zone III, Epoch 1991.35. All distances shown hereon are grid distances. To convert to ground distance, multiply expressed distances by 1.00007405. Areas shown are calculated using grid distances. To convert to ground area, multiply the expressed area by 1.00014811.

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

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

  
Raymond C Sullivan, PLS 8337



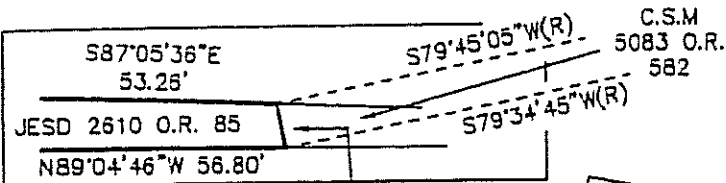
7/1/13  
Date

EXHIBIT 2 TO

TEMPORARY CONSTRUCTION EASEMENT DEED

[Attach Depictions of Easement Areas that separately designate Easement Area on Assessor's Parcel 006-111-460 and Easement Area on Assessor's Parcel 006-111-540]

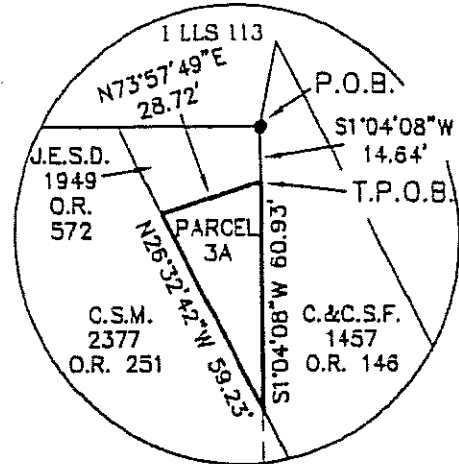




DETAIL A  
NTS  
R=800.00'  
Δ=0°10'20"  
L=2.40'

DOC NO  
2005-081300  
PARCEL Y

DOC NO  
2005-081300  
PARCEL O



DETAIL B, NTS

DOC NO  
2005-081300  
PARCEL Y

DOC NO  
2005-081300  
PARCEL Q

WESTERLY LINE OF  
LANDS DESCRIBED IN  
DEED 1422 O.R. 155

P.O.B.  
SITE 2, PARCEL 3A FOUND  
1-1/2" Ø IRON PIPE,  
OPEN, IN CONC. DOWN 2',  
PER (1)

J.E.S.D.  
4205 O.R. 581  
2610  
O.R. 85

(WHITE STREET)  
(ABANDONED)  
(2396 O.R. 187)

LAND OF J.E.S.D. 1949 O.R. 572  
& RIGHT-OF-WAY EASEMENT FOR  
C.&C.S.F.  
1508 O.R. 347

J.E.S.D.  
PARCEL  
V  
1949  
O.R.  
572  
& 1967  
O.R.  
304

J.E.S.D.  
PARCEL IV  
1949 O.R.  
572

T.P.O.B.

SITE 2, PARCEL 3A  
SEE DETAIL B  
AREA = 836 SQ.FT.±

1 LLS 113

J.E.S.D.  
1967 O.R.  
300

BENJAMIN FRANKLIN  
SCHOOL

S89°53'39"E  
20.95'



ENGINEERS / SURVEYORS / PLANNERS

255 SHORELINE DR  
SUITE 200  
REDWOOD CITY, CA 94065  
650-482-6300  
650-482-6399 (FAX)

Subject **EXHIBIT "B"**  
**SITE 3, PARCEL 2H & SITE 2, PARCEL 3A**

Job No. 20060212-09

By RCS Date 06/26/13 Chkd. \_\_\_\_\_

SHEET 2 OF 2

EXHIBIT B  
TO  
AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE  
PERMANENT ACCESS 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

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 No. 006-111-460)

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, JEFFERSON ELEMENTARY SCHOOL DISTRICT, a California public school district ("**Grantor**"), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**Grantee**"), a permanent, nonexclusive easement for access purposes as further described below (the "**Easement**") over, across, along, and upon Grantor's real property in the unincorporated area of Daly City known as Broadmoor, San Mateo County, California, located at 700 Stewart Avenue, Broadmoor, California 94015-3519 and commonly known as Assessor's Parcel 006-111-460 ("**Grantor's Property**"), as more particularly described in the attached **Exhibit 1**. The specific location of the portion of Grantor's Property that is subject to the Easement is depicted in the attached **Exhibit 2** (the "**Easement Area**").

**1. Nature of Easement.** The Easement consists of the right to (a) improve, inspect, maintain, repair, operate, and use a roadway for personnel and vehicles, approximately fifteen (15) feet in width (the "**Road**") and (b) modify, remove, or replace the Road, provided that Grantee obtains Grantor's approval of the proposed modification, removal, and/or replacement, which approval shall not be unreasonably withheld, conditioned, or delayed. In an emergency, however, Grantee may, but shall not be obligated to, make such modifications as are reasonably necessary under the circumstances to preserve or restore the safe use of the Easement, without Grantor's prior approval, provided that Grantee shall give Grantor such notice of the modifications as is reasonable under the circumstances, which may be retroactively. The Easement also includes, at Grantee's expense, the right to conduct road grading, clearing of culverts, and vegetation management and the right to do such other things as are necessary for the full enjoyment and accomplishment of the purposes of the Easement. Grantee's rights under

this Deed may be exercised by Grantee's agents, contractors, subcontractors, suppliers, consultants, employees, licensees, invitees, or representatives, or by other authorized persons acting for or on behalf of Grantee (collectively, "Agents"). Grantee acknowledges that Grantor uses Grantor's Property as a public school and, accordingly, so long as such school use continues, except in emergencies, Grantee will use reasonable efforts to exercise its rights granted pursuant to this Deed in a manner that will minimize any disruption of Grantor's school uses. Grantee shall be solely responsible for obtaining, at its sole expense, any permits, authorizations, or approvals required by any applicable federal, state, or local law with respect to the use of the Easement Area by Grantee and its Agents pursuant to this Deed.

2. **Maintenance.** Grantee shall be responsible, at its expense, to 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. To the extent that any portion of Grantor's Property is damaged by Grantee or its Agents in the exercise of Grantee's rights under this Deed, Grantee shall repair such damage or replace the damaged item, or at Grantee's election and with Grantor's consent, shall compensate Grantor for the damage.

3. **Indemnity.** Grantee shall indemnify, defend, and hold Grantor harmless from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages, and liabilities of any kind (collectively, "Losses"), arising directly out of any activity by Grantor or its Agents pursuant to this Deed or any breach of Grantee's obligations under this Deed, except to the extent of Losses caused by the negligence or willful misconduct of Grantor or Grantor's authorized representatives, and except for Losses resulting from the discovery of pre-existing conditions discovered (and not caused) by any activities undertaken by Grantee or its Agents pursuant to this Deed.

4. **Restoration.** In connection with the Regional Groundwater Storage and Recovery Project (the "Project") of Grantee's Public Utilities Commission, Grantee intends to use the Easement in connection with Project construction activities on portions of Grant's Property pursuant to easements to be conveyed to Grantee by Grantor contemporaneously with the grant of this Easement. Upon Grantee's completion of such Project construction on or about Grantor's Property, Grantee shall repair any adjoining portion of Grantor's Property to the extent damaged by Grantee's exercise of its rights of access pursuant to this Deed to substantially the same condition as that which existed immediately prior to Grantee's Project-related construction work. Grantee's obligation to restore any such damaged portion of Grantor's Property will include the removal of any material introduced to, or released upon, any portion of the Easement Area or Grantor's Property by Grantee or its agents, employees, or contractors 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.

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 (i) hand delivery, against receipt, (ii) reliable next-business-day courier service that provides confirmation of delivery, or (iii) 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:

San Francisco Public Utilities Commission

525 Golden Gate Avenue, 10<sup>th</sup> Floor  
San Francisco, California 94103  
Attention: Brian Morelli, WSIP Right of Way  
Manager  
Facsimile No.: (415) 487-5200

With a copy to:

Richard Handel  
Deputy City Attorney  
Office of the City Attorney  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4682  
Facsimile No.: (415) 554-4755

Grantor:

To:

District Office, Jefferson Elementary  
School District  
Attn: Julie Kessler  
101 Lincoln Avenue  
Daly City, CA 94015  
Facsimile No.: (650) 992-2265

with a copy to:

Office of the County Counsel  
Attn: John Nibbelin, Chief Deputy  
400 County Center, 6<sup>th</sup> Floor  
Redwood City, CA 94063  
Facsimile No.: (650) 363-4034

A properly addressed notice transmitted by one of the foregoing methods shall be deemed received upon confirmed delivery, attempted delivery, or rejected delivery. Facsimile numbers are provided above for convenience of communication only; neither party may give official or binding notice by facsimile.

**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. In the event Grantor sells, conveys, or assigns any property interest encumbered by the Agreement, Grantor shall notify the successor or assignee of the rights and obligations of both parties as stated herein.

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

**8. Counterparts.** This Easement Deed may be executed in counterparts, each of which shall be an original, but all counterparts shall constitute one instrument.

*[Remainder of page intentionally left blank.]*



Executed as of this \_\_\_\_ day of \_\_\_\_\_, 201\_.

**GRANTOR:**

JEFFERSON ELEMENTARY SCHOOL  
DISTRICT,  
a California public school district

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

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

Date: \_\_\_\_\_, 201\_

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

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

Date: \_\_\_\_\_, 201\_

**ACCEPTED:**

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
John Updike  
Director of Property

PUC Resolution: \_\_\_\_\_

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

**APPROVED AS TO FORM:**

DENNIS J. HERRERA, City Attorney

By: \_\_\_\_\_  
Richard Handel, Deputy City Attorney

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed dated \_\_\_\_\_, from the Grantor to the City and County of San Francisco, is hereby accepted pursuant to Board of Supervisors' Resolution No. 18110 Series of 1939, approved August 7, 1957, and Grantee consents to recordation thereof by its duly authorized officer.

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

By: \_\_\_\_\_  
JOHN UPDIKE  
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 )  
County of \_\_\_\_\_ )

SS

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)

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 \_\_\_\_\_ )

SS

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)

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 \_\_\_\_\_ )

SS

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 1 TO**  
**PERMANENT ACCESS EASEMENT DEED**  
[Attach Legal Description of Grantor's Property]



ENGINEERS  
SURVEYORS  
PLANNERS

June 26, 2013

EXHIBIT "A"  
LEGAL DESCRIPTION

CUP-5, SITE 3

PARCEL 2A

All that real property situate in the unincorporated portion of San Mateo County, State of California, being a portion of the lands described in the following documents, that certain Resolution Accepting Deed recorded on October 2, 1950 in Book 1949 of Official Records at page 572, that certain Resolution and Order Abandoning White Street East and Bush Street recorded on April 9, 1953 in Book 2396 of Official Records at page 187, that certain Grant Deed recorded on October 31, 1950 in Book 1967 of Official Records at page 300, that certain Resolution and Order Abandoning White Street recorded on March 4, 1953 in Book 2376 of Official Records at page 525, that certain Resolution Accepting Deed recorded on October 31, 1950 in Book 1967 of Official Records at page 304, and that certain Grant Deed recorded on July 2, 1954 in Book 2610 of Official Records at page 85, San Mateo County Records, State of California, being more particularly described as follows:

**BEGINNING** at the 1-1/2" Iron Pipe, open, in concrete, at the northeast corner of Lot 26 as said lot is shown on the S.S. White Tract recorded on October 19, 1871, in Book "E" of Original Maps at page 21 and copied into Book 1 of Maps at page 18, San Mateo County Records, and as shown on that certain Record of Survey, No. 2426, recorded on May 13, 2013, in Volume 38 of Licensed Land Surveyor Maps at pages 35 and 36, San Mateo County Records;

thence along the northerly line of said Lot 26, North 89°04'46" West, 118.33 feet to the southwest corner of the parcel described in that certain deed recorded on December 22,



ENGINEERS  
SURVEYORS  
PLANNERS

1965, in Book 5083 of Official Records at page 582, San Mateo County and the TRUE POINT OF BEGINNING;

thence continuing along said northerly line of said Lot 26, North  $89^{\circ}04'46''$  West, 56.80 feet to the northwest of corner of the parcel described in that certain deed recorded on March 4, 1953 in Book 2377 of Official Records at page 251;

thence along the westerly line of last said parcel, South  $26^{\circ}41'22''$  East, 17.17 feet to the beginning of a non-tangent curve to the right, from which point a radial line bears South  $10^{\circ}41'05''$  East;

thence westerly along said curve having a radius of 470.00 feet, through a central angle of  $11^{\circ}25'53''$ , and an arc length of 93.77 feet;

thence North  $89^{\circ}15'12''$  West, 97.94 feet;

thence South  $00^{\circ}00'00''$  West, 418.49 feet;

thence North  $90^{\circ}00'00''$  West, 20.00 feet;

thence North  $00^{\circ}00'00''$  East, 438.75 feet;

thence South  $89^{\circ}15'12''$  East, 118.20 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 450.00 feet, through a central angle of  $11^{\circ}19'21''$  and an arc length of 88.93 feet;

thence South  $87^{\circ}05'36''$  East, 53.26 feet to the beginning of a non-tangent curve to the left, from which point a radial line bears South  $79^{\circ}45'05''$  West;



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PLANNERS

thence southerly along said curve having a radius of 800.00 feet, through a central angle of  $00^{\circ}10'20''$ , and an arc length of 2.40 feet to the TRUE POINT OF BEGINNING, containing an area of 12,702 square feet, more or less.

All bearings and distances shown on this exhibit are based upon the North American Datum of 1983 (NAD 83), California Coordinate System, Zone III, Epoch 1991.35. All distances shown hereon are grid distances. To convert to ground distance, multiply expressed distances by 1.00007405. Areas shown are calculated using grid distances. To convert to ground area, multiply the expressed area by 1.00014811.

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

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

  
Raymond C Sullivan, PLS 8337



7/1/13  
Date



EXHIBIT 2 TO  
TO PERMANENT ACCESS EASEMENT DEED EASEMENT DEED

[Attach Depiction of Easement Area  
that designates Access Route on Site 3 – Parcel 2A]



EXHIBIT C

TO

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

PERMANENT STORM DRAIN 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

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  
(Storm Drain Easement)

(Portion of Assessor's Parcel No. 006-111-460)

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged JEFFERSON ELEMENTARY SCHOOL DISTRICT, a California public school district ("**Grantor**"), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**Grantee**"), a nonexclusive subsurface easement and nonexclusive surface easement, for the right to construct, reconstruct, renew, alter, operate, maintain, replace (with the initial or any other size) and repair such storm drain or drains ("**Grantee's Facilities**") as Grantee shall from time to time elect for conveying, groundwater, and all necessary maintenance access structures, laterals, and appurtenances thereto (the "**Easement**"), over, across, along, under, and upon Grantor's real property in the unincorporated area of Daly City known as Broadmoor, San Mateo County, California, located at 700 Stewart Avenue, Broadmoor, California 94015-3519 and commonly known as Assessor's Parcel 006-111-460 ("**Grantor's Property**"), as more particularly described in the attached **Exhibit 1**. The specific location of the portion of Grantor's Property that is subject to the Easement is described in attached **Exhibit 2** (the "**Easement Area**"). Maintenance access structures (manholes, etc.) constructed within the Easement Area shall not be covered by earth or other material and shall remain in an exposed and accessible condition at all times for routine and/or emergency maintenance that may be deemed necessary by Grantee from time to time.

1. **Nature of Easement.** The Easement includes rights of free ingress, egress, and emergency access to the Easement Area over and across the remaining portion of Grantor's Property, provided that such rights of ingress, egress, and emergency access shall be limited to established roadways, pathways, avenues, or other routes to the extent possible and as reasonably necessary for the proper use of the rights granted herein. Grantee is also granted the right to

clear obstructions and vegetation from the Easement Area, at Grantee's expense, as may be required for the proper use of the other rights granted herein and the right to do such other things as are necessary for the full enjoyment and accomplishment of the purposes of the Easement. Subject to the foregoing sentence, after installation of Grantee's Facilities, Grantee shall restore the Easement Area to substantially the same condition prior to the installation of Grantee's Facilities. Grantee's rights under this Deed may be exercised by Grantee's agents, contractors, subcontractors, suppliers, consultants, employees, licensees, invitees, or representatives, or by other authorized persons acting for or on behalf of Grantee (collectively, "Agents"). Grantee acknowledges that Grantor uses Grantor's Property as a public school and, accordingly, so long as such school use continues, except in emergencies, Grantee will use reasonable efforts to exercise its rights granted pursuant to this Deed in a manner that will minimize any disruption of Grantor's school uses. Grantee shall be solely responsible for obtaining, at its sole expense, any permits, authorizations, or approvals required by any applicable federal, state, or local law with respect to the use of the Easement Areas by Grantee and its Agents pursuant to this Deed.

**2. Grantor's Use.** Grantor reserves the right to landscape or make such other use of the lands included within the Easement Area that is consistent with Grantee's use; however, such use by Grantor shall not include the planting of trees or construction of permanent structures, including, but not limited to, buildings, outbuildings, swimming pools, tennis courts, retaining walls, decks, patios, or other concrete architectural structures within or over the Easement Area, or any other activity that would endanger or harm Grantee's Facilities or that would interfere with Grantee's full enjoyment of the Easement.

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

**4. Restoration of Damage and Abandonment of Easement.** In connection with the Regional Groundwater Storage and Recovery Project (the "Project") of Grantee's Public Utilities Commission, Grantee intends to construct a water well and related appurtenances on portions of Grantor's Property pursuant to this Easement and other easements to be conveyed to Grantee by Grantor contemporaneously with the grant of this Easement. Upon Grantee's completion of such Project construction on or about Grantor's Property, Grantee shall repair any adjoining portion of Grantor's Property to the extent damaged by Grantee's exercise of its rights pursuant to this Deed to substantially the same condition as that which existed immediately prior to Grantee's Project-related construction work. Grantee's obligation to restore any such damaged portion of Grantor's Property will include the removal of any material introduced to, or released upon, any portion of the Easement Area or Grantor's Property by Grantee or its agents, employees, or contractors 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. If Grantee permanently abandons use of Grantee's Facilities placed in, on, or under the Easement Area, Grantee shall remove all fixtures and improvements installed or maintained by Grantee within the Easement Area, or abandon them in place in accordance with Grantor's reasonable specifications, and Grantee shall restore the Easement Area to substantially the same condition prior to the installation of Grantee's Facilities. Grantee's obligations to repair and maintain Grantee's

Facilities placed in, on, or under the Easement Area shall continue during the course of any temporary abandonment or discontinuance of use of the Easement Area by Grantee.

**5. Indemnity.** Grantee shall indemnify, defend, and hold Grantor harmless from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages, and liabilities of any kind (collectively, "Losses"), arising directly out of any activity by Grantor or its Agents pursuant to this Deed or any breach of Grantee's obligations under this Deed, except to the extent of Losses caused by the negligence or willful misconduct of Grantor or Grantor's authorized representatives, and except for Losses resulting from the discovery of pre-existing conditions discovered (and not caused) by any activities undertaken by Grantee or its Agents pursuant to this Deed.

**6. 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 (i) hand delivery, against receipt, (ii) reliable next-business-day courier service that provides confirmation of delivery, or (iii) 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: San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 10<sup>th</sup> Floor  
San Francisco, California 94103  
Attention: Brian Morelli, WSIP Right of Way  
Manager  
Facsimile No.: (415) 487-5200

With a copy to:

Richard Handel  
Deputy City Attorney  
Office of the City Attorney  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4682  
Facsimile No.: (415) 554-4755

Grantor:

To: District Office, Jefferson Elementary  
School District  
Attn: Julie Kessler  
101 Lincoln Avenue  
Daly City, CA 94015  
Facsimile No.: (650) 992-2265

with a copy to:

Office of the County Counsel  
Attn: John Nibbelin, Chief Deputy  
400 County Center, 6<sup>th</sup> Floor  
Redwood City, CA 94063  
Facsimile No.: (650) 363-4034

A properly addressed notice transmitted by one of the foregoing methods shall be deemed received upon confirmed delivery, attempted delivery, or rejected delivery. Facsimile numbers are provided above for convenience of communication only; neither party may give official or binding notice by facsimile.

7. **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. In the event Grantor sells, conveys, or assigns any property interest encumbered by the Agreement, Grantor shall notify the successor or assignee of the rights and obligations of both parties as stated herein.

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

9. **Counterparts.** This Easement Deed may be executed in counterparts, each of which shall be an original, but all counterparts shall constitute one instrument.

*[Remainder of page intentionally left blank.]*

Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

**GRANTOR:**

JEFFERSON ELEMENTARY SCHOOL  
DISTRICT,  
a California public school district

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

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

Date: \_\_\_\_\_, 201\_

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

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

Date: \_\_\_\_\_, 2014

**ACCEPTED:**

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
John Updike  
Director of Property

PUC Resolution: \_\_\_\_\_

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

**APPROVED AS TO FORM:**

DENNIS J. HERRERA, City Attorney

By: \_\_\_\_\_  
Richard Handel, Deputy City Attorney

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed dated \_\_\_\_\_, from the Grantor to the City and County of San Francisco, is hereby accepted pursuant to Board of Supervisors' Resolution No. 18110 Series of 1939, approved August 7, 1957, and Grantee consents to recordation thereof by its duly authorized officer.

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

By: \_\_\_\_\_  
JOHN UPDIKE  
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 )  
 )  
County of \_\_\_\_\_ ) SS

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)

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 \_\_\_\_\_ ) SS

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)

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 \_\_\_\_\_ ) ss

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 1 TO  
PERMANENT STORM DRAIN EASEMENT DEED  
[Attach Legal Description of Grantor's Property]



ENGINEERS  
SURVEYORS  
PLANNERS

June 28, 2013

EXHIBIT "A"  
LEGAL DESCRIPTION

CUP-5, SITE 3

PARCEL 2C

All that real property situate in the unincorporated portion of San Mateo County, State of California, being a portion of the lands described in the following documents, that certain Resolution Accepting Deed recorded on October 2, 1950 in Book 1949 of Official Records at page 572, that certain Resolution and Order Abandoning White Street East and Bush Street recorded on April 9, 1953 in Book 2396 of Official Records at page 187, that certain Grant Deed recorded on October 31, 1950 in Book 1967 of Official Records at page 300, that certain Resolution and Order Abandoning White Street recorded on March 4, 1953 in Book 2376 of Official Records at page 525, and that certain Resolution Accepting Deed recorded on October 31, 1950 in Book 1967 of Official Records at page 304, San Mateo County Records, State of California, being a strip of land 10 feet wide, 5 feet on each side of the following described centerline:

**BEGINNING** at the 1-1/2" Iron Pipe, open, in concrete, at the northeast corner of Lot 26 as said lot is shown on the S.S. White Tract recorded on October 19, 1871, in Book "E" of Original Maps at page 21 and copied into Book 1 of Maps at page 18, San Mateo County Records, and as shown on that certain Record of Survey, No. 2426, recorded on May 13, 2013, in Volume 38 of Licensed Land Surveyor Maps at pages 35 and 36, San Mateo County Records;

thence along the northerly line of said tract recorded in Book 1 of Maps at page 18, North 89°04'46" West, 259.54 feet;

thence South 00°55'14" West 29.37 feet to the **TRUE POINT OF BEGINNING**;

thence North 90°00'00" West, 100.33 feet;



ENGINEERS  
SURVEYORS  
PLANNERS

thence South 00°00'00" West, 482.22 feet;


thence North 90°00'00" West, 17.74 feet;

thence North 00°00'00" East, 13.07 feet, containing an area of 6,134 square feet, more or less.

All bearings and distances shown on this exhibit are based upon the North American Datum of 1983 (NAD 83), California Coordinate System, Zone III, Epoch 1991.35. All distances shown hereon are grid distances. To convert to ground distance, multiply expressed distances by 1.00007405. Areas shown are calculated using grid distances. To convert to ground area, multiply the expressed area by 1.00014811.

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

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

  
Raymond C Sullivan, PLS 8337



7/1/13  
Date

EXHIBIT 2 TO

PERMANENT STORM DRAIN EASEMENT DEED

[Attach Depiction of Easement Area that designates  
location of Storm Drain on Site 3 – Parcel 2C]

**REFERENCES**

(1) 38 LLS 35-36

DOC NO  
2005-081300  
PARCEL O

WESTERLY LINE OF  
LANDS DESCRIBED IN  
DEED 1422 O.R. 155

1 LLS 113

DOC NO 2005-081300  
PARCEL Q

J.E.S.D. J.E.S.D.  
4205 O.R. 581 2610 O.R. 85

C.S.M.  
5083 O.R.  
582

C.S.M.  
4835  
O.R. 863  
PARCEL Q

P.O.B.

FOUND 1-1/2"  $\phi$  IRON  
PIPE, OPEN, IN CONC,  
DOWN 2', PER (1)  
NORTHEASTERLY CORNER  
OF LOT 26, 1 MAPS 18'

(WHITE STREET ABANDONED)  
(2396 O.R. 187)

PORTION OF THE  
S.S. WHITE TRACT  
1 MAPS 18 AND 1  
LLS 13

J.E.S.D.  
PARCEL V  
1949 O.R. 572  
& 1967 O.R. 304

N90°00'00"W  
100.33'

S00°55'14"W  
29.37'

C.S.M.  
2377  
O.R. 251

J.E.S.D. 1967  
PARCEL IV O.R.  
1949 O.R. 302  
572

PARCEL III  
1949 O.R. 572

LAND OF  
J.E.S.D. 1949  
O.R. 572  
PARCEL IV

DRIVE

C.&C.S.F. 1457 O.R. 146

J.E.S.D.  
1967 O.R. 300

BENJAMIN  
FRANKLIN  
SCHOOL

J.E.S.D.  
2259  
O.R.  
266

J.E.S.D. 1986 O.R. 259

J.E.S.D.  
PARCEL VI,  
1949 O.R. 572

SITE 3, PARCEL 2C  
10' WIDE STRIP  
AREA = 6,134  
SQ.FT.±

J.E.S.D.  
2726 O.R. 176

1"=100'

BUSH ST.  
ABANDONMENT  
2396 O.R. 187

J.E.S.D.  
3858 O.R. 84

PLAZA

975

J.E.S.D.  
PARCEL VI,  
1949 O.R.  
572

976

N00°00'00"E  
13.07'

N90°00'00"W  
17.74'

28 MAPS  
8-10

977

978

**LEGEND**

- CONC CONCRETE
- C.S.M. COUNTY OF SAN MATEO
- C.&C.S.F. CITY AND COUNTY OF SAN FRANCISCO
- DOC NO DOCUMENT NUMBER
- J.E.S.D. JEFFERSON ELEMENTARY SCHOOL DISTRICT
- LLS LICENSED LAND SURVEYOR MAPS
- O.R. OFFICIAL RECORDS
- P.O.B. POINT OF BEGINNING
- R RADIAL
- T.P.O.B. TRUE POINT OF BEGINNING



255 SHORELINE DR  
SUITE 200  
REDWOOD CITY, CA 94065  
650-482-6300  
650-482-6399 (FAX)

Subject **EXHIBIT "B"**

**CUP-5, SITE 03, PARCEL 2C**

Job No. 20060212-09

By RCS Date 06/28/13 Chkd.

SHEET 1 OF 1

**EXHIBIT D  
TO  
AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE  
PERMANENT UTILITY WATER 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

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  
(Utility Water Easement)**

(Portion of Assessor's Parcel No. 006-111-460)

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, JEFFERSON ELEMENTARY SCHOOL DISTRICT, a California public school district ("**Grantor**"), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**Grantee**"), a nonexclusive subsurface easement and nonexclusive surface easement (the "**Easement**") for the right to construct, reconstruct, renew, alter, operate, maintain, replace (with the initial or any other size) and repair such water pipe or pipes as Grantee shall from time to time elect for conveying water and all necessary maintenance access structures, laterals, and appurtenances thereto ("**Grantee's Facilities**"), over, across, along, under, and upon Grantor's real property in the unincorporated area of Daly City known as Broadmoor, San Mateo County, California, located at 700 Stewart Avenue, Broadmoor, California 94015-3519 and commonly known as Assessor's Parcel 006-111-460 ("**Grantor's Property**"), as more particularly described in the attached **Exhibit 1**. The specific location of the portion of Grantor's Property that is subject to the Easement is described in attached **Exhibit 2** (the "**Easement Area**"). Maintenance access structures (manholes, etc.) constructed within the Easement Area shall not be covered by earth or other material and shall remain in an exposed and accessible condition at all times for routine and/or emergency maintenance that may be deemed necessary by Grantee from time to time.

**1. Nature of Easement.** The Easement includes rights of free ingress, egress, and emergency access to the Easement Area over and across the remaining portion of Grantor's Property, provided that such rights of ingress, egress, and emergency access shall be limited to established roadways, pathways, avenues, or other routes to the extent possible and as reasonably necessary for the proper use of the rights granted herein. Grantee is also granted the right to clear obstructions and vegetation from the Easement Area, at Grantee's expense, as may be



required for the proper use of the other rights granted herein and the right to do such other things as are necessary for the full enjoyment and accomplishment of the purposes of the Easement. Subject to the foregoing sentence, after installation of Grantee's Facilities, Grantee shall restore the Easement Area to substantially the same condition prior to the installation of Grantee's Facilities. Grantee's rights under this Deed may be exercised by Grantee's agents, contractors, subcontractors, suppliers, consultants, employees, licensees, invitees, or representatives, or by other authorized persons acting for or on behalf of Grantee (collectively, "**Agents**"). Grantee acknowledges that Grantor uses Grantor's Property as a public school and, accordingly, so long as such school use continues, except in emergencies, Grantee will use reasonable efforts to exercise its rights granted pursuant to this Deed in a manner that will minimize any disruption of Grantor's school uses. Grantee shall be solely responsible for obtaining, at its sole expense, any permits, authorizations, or approvals required by any applicable federal, state, or local law with respect to the use of the Easement Area by Grantee and its Agents pursuant to this Deed.

**2. Grantor's Use.** Grantor reserves the right to landscape or make such other use of the lands included within the Easement Area that is consistent with Grantee's use; however, such use by Grantor shall not include the planting of trees or construction of permanent structures, including, but not limited to, buildings, outbuildings, swimming pools, tennis courts, retaining walls, decks, patios, or other concrete architectural structures within or over the Easement Area, or any other activity that would endanger or harm Grantee's Facilities or that would interfere with Grantee's full enjoyment of the Easement.

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

**4. Restoration of Damage and Abandonment of Easement.** In connection with the Regional Groundwater Storage and Recovery Project (the "**Project**") of Grantee's Public Utilities Commission, Grantee intends to construct a water well and related appurtenances on portions of Grantor's Property pursuant to this Easement and other easements to be conveyed to Grantee by Grantor contemporaneously with the grant of this Easement. Upon Grantee's completion of such Project construction on or about Grantor's Property, Grantee shall repair any adjoining portion of Grantor's Property to the extent damaged by Grantee's exercise of its rights pursuant to this Deed to substantially the same condition as that which existed immediately prior to Grantee's Project-related construction work. Grantee's obligation to restore any such damaged portion of Grantor's Property will include the removal of any material introduced to, or released upon, any portion of the Easement Area or Grantor's Property by Grantee or its agents, employees, or contractors 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. If Grantee permanently abandons use of Grantee's Facilities placed in, on, or under the Easement Area, Grantee shall remove all fixtures and improvements installed or maintained by Grantee within the Easement Area, or abandon them in place in accordance with Grantor's reasonable specifications, and Grantee shall restore the Easement Area to substantially the same condition prior to the installation of Grantee's Facilities. Grantee's obligations to repair and maintain Grantee's

Facilities placed in, on, or under the Easement Area shall continue during the course of any temporary abandonment or discontinuance of use of the Easement Area by Grantee.

**5. Indemnity.** Grantee shall indemnify, defend, and hold Grantor harmless from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages, and liabilities of any kind (collectively, "Losses"), arising directly out of any activity by Grantor or its Agents pursuant to this Deed or any breach of Grantee's obligations under this Deed, except to the extent of Losses caused by the negligence or willful misconduct of Grantor or Grantor's authorized representatives, and except for Losses resulting from the discovery of pre-existing conditions discovered (and not caused) by any activities undertaken by Grantee or its Agents pursuant to this Deed.

**6. 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 (i) hand delivery, against receipt, (ii) reliable next-business-day courier service that provides confirmation of delivery, or (iii) 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: San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 10<sup>th</sup> Floor  
San Francisco, California 94103  
Attention: Brian Morelli, WSIP Right of Way  
Manager  
Facsimile No.: (415) 487-5200

With a copy to:

Richard Handel  
Deputy City Attorney  
Office of the City Attorney  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4682  
Facsimile No.: (415) 554-4755

Grantor:

To: District Office, Jefferson Elementary  
School District  
Attn: Julie Kessler  
101 Lincoln Avenue  
Daly City, CA 94015  
Facsimile No.: (650) 992-2265

with a copy to:

Office of the County Counsel  
Attn: John Nibbelin, Chief Deputy  
400 County Center, 6<sup>th</sup> Floor  
Redwood City, CA 94063  
Facsimile No.: (650) 363-4034

A properly addressed notice transmitted by one of the foregoing methods shall be deemed received upon confirmed delivery, attempted delivery, or rejected delivery. Facsimile numbers

are provided above for convenience of communication only; neither party may give official or binding notice by facsimile.

7. **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. In the event Grantor sells, conveys, or assigns any property interest encumbered by the Agreement, Grantor shall notify the successor or assignee of the rights and obligations of both parties as stated herein.

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

9. **Counterparts.** This Easement Deed may be executed in counterparts, each of which shall be an original, but all counterparts shall constitute one instrument.

*[Remainder of page intentionally left blank.]*

Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

**GRANTOR:**

JEFFERSON ELEMENTARY SCHOOL  
DISTRICT,  
a California public school district

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

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

Date: \_\_\_\_\_, 201\_

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

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

Date: \_\_\_\_\_, 201\_

**ACCEPTED:**

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
John Updike  
Director of Property

PUC Resolution: \_\_\_\_\_

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

**APPROVED AS TO FORM:**

DENNIS J. HERRERA, City Attorney

By: \_\_\_\_\_  
Richard Handel, Deputy City Attorney

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed dated \_\_\_\_\_, from the Grantor to the City and County of San Francisco, is hereby accepted pursuant to Board of Supervisors' Resolution No. 18110 Series of 1939, approved August 7, 1957, and Grantee consents to recordation thereof by its duly authorized officer.

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

By:

\_\_\_\_\_  
JOHN UPDIKE  
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 )  
 )  
County of \_\_\_\_\_ ) ss

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)

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 \_\_\_\_\_ ) ss

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)

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 \_\_\_\_\_ )

ss

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 1 TO**  
**UTILITY WATER EASEMENT DEED**  
**[Attach Legal Description of Grantor's Property]**





June 28, 2013

EXHIBIT "A"  
LEGAL DESCRIPTION

CUP-5, SITE 3

PARCEL 2E

All that real property situate in the unincorporated portion of San Mateo County, State of California, being a portion of the lands described in the following documents, that certain Resolution Accepting Deed recorded on October 2, 1950 in Book 1949 of Official Records at page 572, that certain Resolution and Order Abandoning White Street East and Bush Street recorded on April 9, 1953 in Book 2396 of Official Records at page 187, that certain Grant Deed recorded on October 31, 1950 in Book 1967 of Official Records at page 300, and that certain Resolution Accepting Deed recorded on October 31, 1950 in Book 1967 of Official Records at page 304, San Mateo County Records, State of California, being a strip of land 10 feet wide, 5 feet on each side of the following described centerline:

**BEGINNING** at the 1-1/2" Iron Pipe, open, in concrete, at the northeast corner of Lot 26 as said lot is shown on the S.S. White Tract recorded on October 19, 1871, in Book "E" of Original Maps at page 21 and copied into Book 1 of Maps at page 18, San Mateo County Records, and as shown on that certain Record of Survey, No. 2426, recorded on May 13, 2013, in Volume 38 of Licensed Land Surveyor Maps at pages 35 and 36, San Mateo County Records;

thence along the northerly line of said tract recorded in Book 1 of Maps at page 18, North 89°04'46" West, 369.77 feet;

thence South 00°55'14" West 72.09 feet to the **TRUE POINT OF BEGINNING**;

thence South 00°00'00" West, 385.22 feet

thence South 39°14'17" West, 13.15 feet;



ENGINEERS  
SURVEYORS  
PLANNERS

thence South 00°00'00" West, 38.94 feet;

thence South 45°00'00" West, 7.07 feet;

thence North 90°00'00" West, 5.19 feet;

thence North 00°00'00" East, 8.84 feet, containing an area of 4,583 square feet, more or less.

All bearings and distances shown on this exhibit are based upon the North American Datum of 1983 (NAD 83), California Coordinate System, Zone III, Epoch 1991.35. All distances shown hereon are grid distances. To convert to ground distance, multiply expressed distances by 1.00007405. Areas shown are calculated using grid distances. To convert to ground area, multiply the expressed area by 1.00014811.

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

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

*Raymond C Sullivan*  
Raymond C Sullivan, PLS 8337



*7/1/13*  
Date

**EXHIBIT 2 TO**

**UTILITY WATER EASEMENT DEED**

**[Attach Depiction of Easement Area that that designates  
location of Utility pipes and appurtenances on Site 3 --Parcel 2E]**

**LEGEND**

CONC CONCRETE  
 C.S.M. COUNTY OF SAN MATEO  
 C.&C.S.F. CITY AND COUNTY OF SAN FRANCISCO  
 DOC NO DOCUMENT NUMBER  
 J.E.S.D. JEFFERSON ELEMENTARY SCHOOL DISTRICT  
 LLS LICENSED LAND SURVEYOR MAPS  
 O.R. OFFICIAL RECORDS  
 P.O.B. POINT OF BEGINNING  
 R RADIAL  
 T.P.O.B. TRUE POINT OF BEGINNING

DOC NO  
 2005-081300  
 PARCEL 0

WESTERLY LINE OF  
 LANDS DESCRIBED IN  
 DEED 1422 O.R. 155

1 LLS 113

J.E.S.D. 4205 O.R. 581  
 J.E.S.D. 2510 O.R. 85

C.S.M. 5083 O.R. 582

C.S.M. 4835 O.R. 883  
 PARCEL 0

P.O.B.  
 FOUND 1-1/2" Ø IRON  
 PIPE, OPEN, IN CONC,  
 DOWN 2', PER (1)  
 NORTHEASTERLY CORNER  
 OF LOT 26, 1 MAPS 18

(WHITE STREET ABANDONED)  
 (2396 O.R. 187)

N89°04'46"W 369.77'  
 S00°55'14"W 72.09'

PORTION OF THE  
 S.S. WHITE TRACT  
 1 MAPS 18 AND 1  
 LLS 13

J.E.S.D.  
 PARCEL V  
 1949 O.R. 572  
 & 1967 O.R. 304

J.E.S.D.  
 PARCEL IV  
 1949 O.R.  
 572

C.S.M.  
 2377  
 O.R. 251

LAND OF  
 J.E.S.D. 1949  
 O.R. 572  
 PARCEL IV

1967  
 O.R.  
 302

PARCEL III  
 1949 O.R. 572

DRIVE

C.&C.S.F. 1457 O.R. 146

J.E.S.D.  
 1967 O.R. 300

BENJAMIN  
 FRANKLIN  
 SCHOOL

(WHITE STREET ABANDONED)  
 (2376 O.R. 525)

J.E.S.D.  
 PARCEL II  
 1949 O.R. 572

1"=100'

J.E.S.D.  
 2259  
 O.R.  
 266

J.E.S.D. 1986 O.R. 259

J.E.S.D.  
 PARCEL VI,  
 1949 O.R. 572

SITE 3, PARCEL 2E  
 10' WIDE STRIP  
 AREA = 4,583  
 SQ.FT.±

J.E.S.D.  
 2726 O.R. 176

BUSH ST.  
 ABANDONMENT  
 2396 O.R. 187

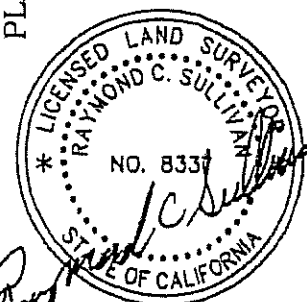
J.E.S.D.  
 3858 O.R. 84

PLAZA

N00°00'00"E 8.84'  
 N90°00'00"W 5.19'  
 S45°00'00"W 7.07'  
 1949 O.R. 572

S39°14'17"E 13.15'

REFERENCES  
 (1) 38 LLS 35-36



PARK

28 MAPS  
 8-10



255 SHORELINE DR  
 SUITE 200  
 REDWOOD CITY, CA 94065  
 650-482-6300  
 650-482-6399 (FAX)

Subject EXHIBIT "B"

CUP-5, SITE 03, PARCEL 2E

Job No. 20060212-09

By RCS Date 06/28/13 Chkd.

SHEET 1 OF 1

**EXHIBIT E  
TO  
AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE  
PERMANENT UTILITY LINE 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

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  
(Utility Line Easement)**

(Portion of Assessor's Parcel No. 006-111-460)

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, JEFFERSON ELEMENTARY SCHOOL DISTRICT, a California public school district ("**Grantor**"), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**Grantee**"), a nonexclusive subsurface easement and nonexclusive surface easement, for the right to construct, reconstruct, renew, alter, operate, maintain, replace (with the initial or any other size) and repair such electrical power lines and telephone, fiber optic, or other similar telecommunication or data lines ("**Grantee's Facilities**") as Grantee shall from time to time elect and all necessary maintenance access structures, laterals, and appurtenances thereto (the "**Easement**"), over, across, along, under, and upon Grantor's real property in the unincorporated area of Daly City known as Broadmoor, San Mateo County, California, located at 700 Stewart Avenue, Broadmoor, California 94015-3519 and commonly known as Assessor's Parcel 006-111-460 ("**Grantor's Property**"), as more particularly described in the attached **Exhibit 1**. The specific location of the portion of Grantor's Property that is subject to the Easement is described in attached **Exhibit 2** (the "**Easement Area**"). Maintenance access structures (manholes, etc.) constructed within the Easement Area shall not be covered by earth or other material and shall remain in an exposed and accessible condition at all times for routine and/or emergency maintenance that may be deemed necessary by Grantee from time to time.

**1. Nature of Easement.** The Easement includes rights of free ingress, egress, and emergency access to the Easement Area over and across the remaining portion of Grantor's Property, provided that such rights of ingress, egress, and emergency access shall be limited to established roadways, pathways, avenues, or other routes to the extent possible and as reasonably necessary for the proper use of the rights granted herein. Grantee is also granted the right to

clear obstructions and vegetation from the Easement Area as may be required for the proper use of the other rights granted herein and the right to do such other things as are necessary for the full enjoyment and accomplishment of the purposes of the Easement. Grantee's rights under this Deed may be exercised by Grantee's agents, contractors, subcontractors, suppliers, consultants, employees, licensees, invitees, or representatives, or by other authorized persons acting for or on behalf of Grantee (collectively, "Agents"). Grantee acknowledges that Grantor uses Grantor's Property as a public school and, accordingly, so long as such school use continues, except in emergencies, Grantee will use reasonable efforts to exercise its rights granted pursuant to this Deed in a manner that will minimize any disruption of Grantor's school uses. Grantee shall be solely responsible for obtaining, at its sole expense, any permits, authorizations, or approvals required by any applicable federal, state, or local law with respect to the use of the Easement Area by Grantee and its Agents pursuant to this Deed.

**2. Grantor's Use.** Grantor reserves the right to landscape or make such other use of the lands included within the Easement Area that is consistent with Grantee's use; however, such use by Grantor shall not include the planting of trees or construction of permanent structures, including, but not limited to, buildings, outbuildings, swimming pools, tennis courts, retaining walls, decks, patios, or other concrete architectural structures within or over the Easement Area, or any other activity that would endanger or harm Grantee's Facilities or that would interfere with Grantee's full enjoyment of the Easement.

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

**4. Restoration of Damage and Abandonment of Easement.** In connection with the Regional Groundwater Storage and Recovery Project (the "Project") of Grantee's Public Utilities Commission, Grantee intends to construct a water well and related appurtenances on portions of Grantor's Property pursuant to this Easement and other easements to be conveyed to Grantee by Grantor contemporaneously with the grant of this Easement. Upon Grantee's completion of such Project construction on or about Grantor's Property, Grantee shall repair any adjoining portion of Grantor's Property to the extent damaged by Grantee's exercise of its rights pursuant to this Deed to substantially the same condition as that which existed immediately prior to Grantee's Project-related construction work. Grantee's obligation to restore any such damaged portion of Grantor's Property will include the removal of any material introduced to, or released upon, any portion of the Easement Area or Grantor's Property by Grantee or its agents, employees, or contractors 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. If Grantee permanently abandons use of Grantee's Facilities placed in, on, or under the Easement Area, Grantee shall remove all fixtures and improvements installed or maintained by Grantee within the Easement Area, or abandon them in place in accordance with Grantor's reasonable specifications, and Grantee shall restore the Easement Area to substantially the same condition prior to the installation of Grantee's Facilities. Grantee's obligations to repair and maintain Grantee's Facilities placed in, on, or under the Easement Area shall continue during the course of any temporary abandonment or discontinuance of use of the Easement Area by Grantee.

5. **Indemnity.** Grantee shall indemnify, defend, and hold Grantor harmless from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages, and liabilities of any kind (collectively, "Losses"), arising directly out of any activity by Grantor or its Agents pursuant to this Deed or any breach of Grantee's obligations under this Deed, except to the extent of Losses caused by the negligence or willful misconduct of Grantor or Grantor's authorized representatives, and except for Losses resulting from the discovery of pre-existing conditions discovered (and not caused) by any activities undertaken by Grantee or its Agents pursuant to this Deed.

6. **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 (i) hand delivery, against receipt, (ii) reliable next-business-day courier service that provides confirmation of delivery, or (iii) 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: San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 10<sup>th</sup> Floor  
San Francisco, California 94103  
Attention: Brian Morelli, WSIP Right of Way  
Manager  
Facsimile No.: (415) 487-5200

With a copy to: Richard Handel  
Deputy City Attorney  
Office of the City Attorney  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4682  
Facsimile No.: (415) 554-4755

Grantor:

To: District Office, Jefferson Elementary  
School District  
Attn: Julie Kessler  
101 Lincoln Avenue  
Daly City, CA 94015  
Facsimile No.: (650) 992-2265

with a copy to: Office of the County Counsel  
Attn: John Nibbelin, Chief Deputy  
400 County Center, 6<sup>th</sup> Floor  
Redwood City, CA 94063  
Facsimile No.: (650) 363-4034

A properly addressed notice transmitted by one of the foregoing methods shall be deemed received upon confirmed delivery, attempted delivery, or rejected delivery. Facsimile numbers

are provided above for convenience of communication only; neither party may give official or binding notice by facsimile.

7. **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. In the event Grantor sells, conveys, or assigns any property interest encumbered by the Agreement, Grantor shall notify the successor or assignee of the rights and obligations of both parties as stated herein.

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

9. **Counterparts.** This Easement Deed may be executed in counterparts, each of which shall be an original, but all counterparts shall constitute one instrument.

*[Remainder of page intentionally left blank.]*



Executed as of this \_\_\_\_ day of \_\_\_\_\_, 201\_.

**GRANTOR:**

JEFFERSON ELEMENTARY SCHOOL  
DISTRICT,  
a California public school district

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

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

Date: \_\_\_\_\_, 201\_

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

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

Date: \_\_\_\_\_, 201\_

**ACCEPTED:**

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
John Updike  
Director of Property

PUC Resolution: \_\_\_\_\_

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

**APPROVED AS TO FORM:**

DENNIS J. HERRERA, City Attorney

By: \_\_\_\_\_  
Richard Handel, Deputy City Attorney

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed dated \_\_\_\_\_, from the Grantor to the City and County of San Francisco, is hereby accepted pursuant to Board of Supervisors' Resolution No. 18110 Series of 1939, approved August 7, 1957, and Grantee consents to recordation thereof by its duly authorized officer.

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

By:

\_\_\_\_\_  
JOHN UPDIKE  
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 )  
 )  
County of \_\_\_\_\_ )

ss

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)

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 \_\_\_\_\_ )

ss

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)

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 \_\_\_\_\_ )

ss

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.

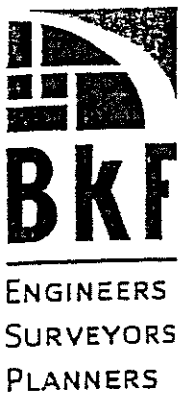
Witness my hand and official seal.

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

**EXHIBIT 1 TO**

**UTILITY LINE EASEMENT DEED**

**[Attach Legal Description of Grantor's Property]**



June 21, 2013

EXHIBIT "A"  
LEGAL DESCRIPTION  
CUP-5, SITE 03, PARCEL 2B

All that real property situate in the unincorporated portion of San Mateo County, State of California, being a portion of the lands described in the following documents, that certain Grant Deed recorded on June 26, 1952 in Book 2259 of Official Records at page 266, and that certain Grant Deed recorded on December 4, 1986 in Book 1986 of Official Records at page 259, and that certain Resolution Accepting Deed recorded on October 2, 1950 in Book 1949 of Official Records at page 572, and that certain Resolution and Order Abandoning Bush Street recorded on April 9, 1953 in Book 2396 of Official Records at page 187, San Mateo County Records, State of California, and being a 10.00 foot wide strip of land, 5.00 feet on each side of the following described centerline:

**BEGINNING** at the 3/4" Iron Pipe with Brass Tag Stamped "RCE 5476" and Pin in the monument well at the intersection of the centerline of Nimitz Drive with centerline of 87<sup>th</sup> Street as shown on that certain Record of Survey, No. 2426, recorded on May 13, 2013, in Volume 38 of Licensed Land Surveyor Maps at pages 35 and 36, San Mateo County Records;

thence along said centerline of 87<sup>th</sup> Street, North 89°17'34" West, 391.86 feet to the beginning of a tangent curve to the right;

thence continuing along last said centerline, along said curve having a radius of 499.96 feet, through a central angle of 1°24'10", and an arc length of 12.24 feet to the intersection with the centerline of Maddux Drive, as shown on said map;

thence along the centerline of Maddux Drive, North 1°03'56" East, 145.72 feet to the beginning of a tangent curve to the left;

thence continuing along last said centerline, along said curve having a radius of 174.99 feet, through a central angle of 76°01'40", and an arc length of 232.20 feet to the



ENGINEERS  
SURVEYORS  
PLANNERS

intersection with the centerline of Stewart Avenue being 50.00 feet wide and shown on that certain map recorded on October 9, 1947, in Book 28 of Maps at pages 8 through 10, San Mateo County Records;

thence along last said centerline of Stewart Avenue, North  $1^{\circ}03'56''$  East, 130.75 feet;

thence leaving last said centerline, South  $88^{\circ}56'04''$  East, 25.00 feet to the easterly line of Stewart Avenue as shown on last said map and the **TRUE POINT OF BEGINNING**;

thence South  $90^{\circ}00'00''$  East, 255.69 feet, containing an area of 2,557 square feet, more or less.


All bearings and distances shown on this exhibit are based upon the North American Datum of 1983 (NAD 83), California Coordinate System, Zone III, Epoch 1991.35. All distances shown hereon are grid distances. To convert to ground distance, multiply expressed distances by 1.00007405. Areas shown are calculated using grid distances. To convert to ground area, multiply the expressed area by 1.00014811.

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

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

  
Raymond C Sullivan, PLS 8337



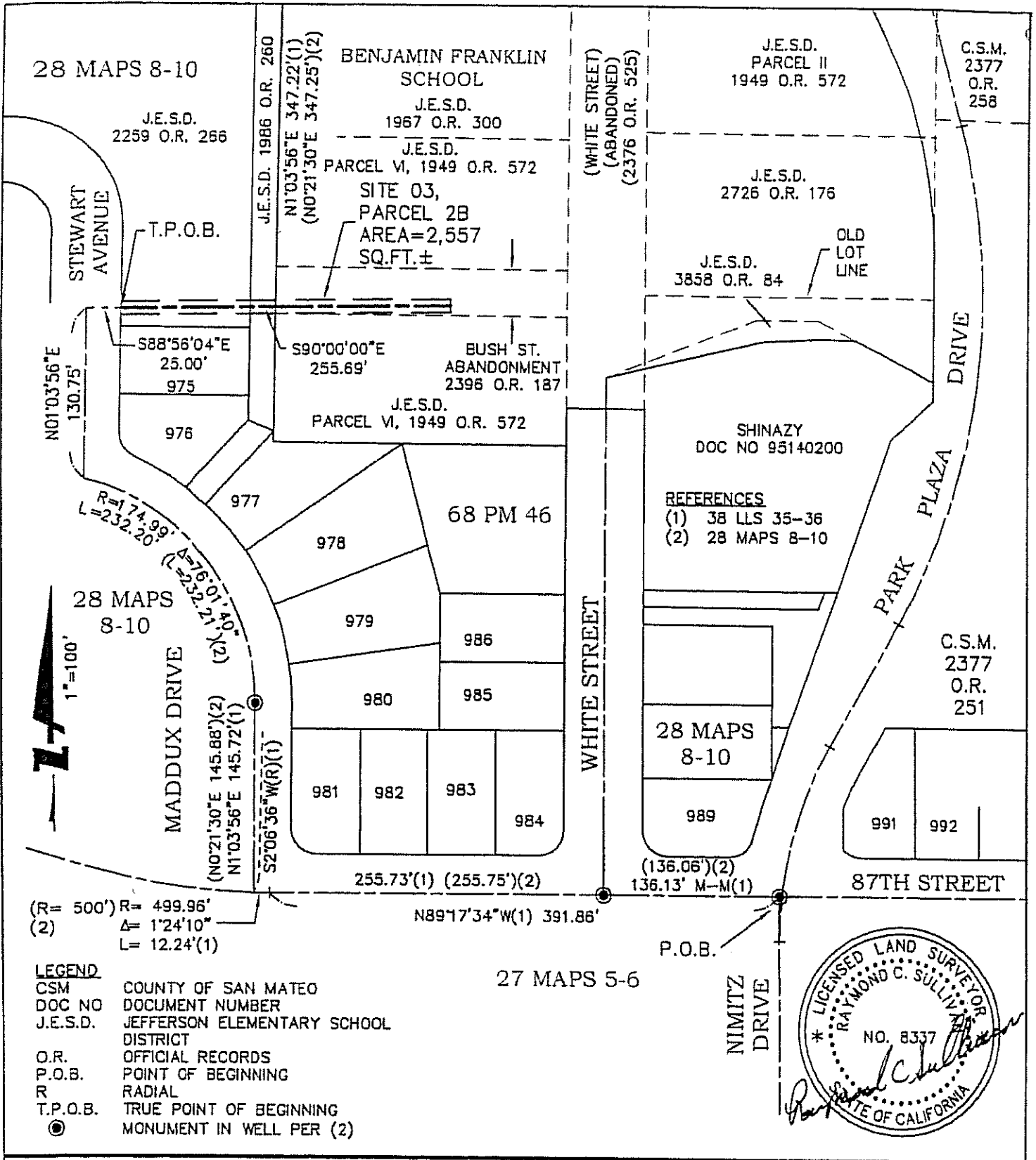
  
Date

**EXHIBIT 2 TO**

**UTILITY LINE EASEMENT DEED**

**[Attach Depiction of Easement Area that designates  
location of electrical, telephone, and  
other communications fixtures, and appurtenances on Site 3 --Parcel 2E]**





255 SHORELINE DR  
SUITE 200  
REDWOOD CITY, CA 94065  
650-482-6300  
650-482-6399 (FAX)

Subject **EXHIBIT "B"**  
CUP-5, SITE 03, PARCEL 2B  
Job No. 20060212-09  
By RCS Date 06/21/13 Chkd.  
SHEET 1 OF 1

EXHIBIT F

TO

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

PERMANENT WELL 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

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  
(Well Easement)

(Portion of Assessor's Parcel No. 006-111-460)

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, JEFFERSON ELEMENTARY SCHOOL DISTRICT, a California public school district ("**Grantor**"), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**Grantee**"), an exclusive, perpetual easement for the construction, operation, use, reconstruction, replacement, repair, and maintenance of a water well approximately seven hundred and thirty feet in depth, with well casing, pumps, water pipes and related braces, connections, fastenings and other appliances, appurtenances and fixtures, including electrical controls and cables for use in connection therewith, to draw water from Grantor's subsurface lands up through the well, and transmit the water via a eight-inch diameter subsurface pipe (such pipe, together with water well, well casing, pumps, water pipes and related braces, connections, fastenings and other appliances, appurtenances and fixtures mentioned above are collectively referred to as "**Grantee's Facilities**") from the well to Grantee's water distribution lines and system (the "**Easement**") on, under, over, and across Grantor's real property in the unincorporated area of Daly City known as Broadmoor, San Mateo County, California, located at 700 Stewart Avenue, Broadmoor, California 94015-3519 ("Grantor's Property") and commonly known as Assessor's Parcel 006-111-460, as more particularly described in the attached **Exhibit 1**. The specific location of the portion of Grantor's Property that is subject to the Easement is described in attached **Exhibit 2** (the "**Easement Area**").

1. **Nature of Easement.** The Easement shall include (a) the right to construct, install, maintain, repair, and replace security fencing and/or sound walls within the Easement

Area, (b) rights of free ingress, egress, and emergency access to the Easement Area over and across the remaining portion of Grantor's Property, provided that such rights of ingress, egress, and emergency access shall be limited to established roadways, pathways, avenues, or other routes to the extent possible and as reasonably necessary for the proper use of the rights granted herein. (c) the right to park vehicles and store tools, equipment, supplies, and excavated soils on the Easement Area on a temporary basis during construction and maintenance of Grantee's Facilities, (d) the right to manage vegetation that may impinge on the Easement Area, and (e) the right to make such other improvements and take such other actions as may be reasonably necessary for the full enjoyment and accomplishment of the purposes of the Easement. Grantee's rights under this Deed may be exercised by Grantee's agents, contractors, subcontractors, suppliers, consultants, employees, licensees, invitees, or representatives, or by other authorized persons acting for or on behalf of Grantee (collectively, "Agents"). Grantee acknowledges that Grantor uses Grantor's Property as a public school and, accordingly, so long as such school use continues, except in emergencies, Grantee will use reasonable efforts to exercise its rights granted pursuant to this Deed in a manner that will minimize any disruption of Grantor's school uses. Grantee shall be solely responsible for obtaining, at its sole expense, any permits, authorizations, or approvals required by any applicable federal, state, or local law with respect to the use of the Easement Area by Grantee and its Agents pursuant to this Deed. At all times during the construction, operation, use, reconstruction, replacement, repair, and maintenance of Grantee's Facilities, Grantee shall place, maintain, and, as necessary, repair and replace appropriate security fencing in a slightly condition and adequate to protect the students, faculty, and other users of Grantor's Property from harm from Grantee's Facilities.

**2. Maintenance of Improvements and Vegetation.** Grantee shall be solely responsible at all times for repairing and maintaining the Easement Area, including all of Grantee's Facilities placed in, on, or under the Easement Area, in good, safe, secure, and slightly condition, and Grantor shall have no duty whatsoever for any repair or maintenance of Grantee's Facilities. Grantee shall be solely responsible for the surface of the Easement Area, including the installation and maintenance of vegetation (if any) on the Easement Area.

**3. Restoration of Damage and Abandonment of Easement.** In connection with the Regional Groundwater Storage and Recovery Project (the "Project") of Grantee's Public Utilities Commission, Grantee intends to construct a water well and related appurtenances on portions of Grantor's Property pursuant to this Easement and other easements to be conveyed to Grantee by Grantor contemporaneously with the grant of this Easement. Upon Grantee's completion of such Project construction on or about Grantor's Property, Grantee shall repair any adjoining portion of Grantor's Property to the extent damaged by Grantee's exercise of its rights pursuant to this Deed to substantially the same condition as that which existed immediately prior to Grantee's Project-related construction work. Grantee's obligation to restore any such damaged portion of Grantor's Property will include the removal of any material introduced to, or released upon, any portion of the Easement Area or Grantor's Property by Grantee or its agents, employees, or contractors 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. . If Grantee permanently abandons use of Grantee's Facilities placed in, on, or under the Easement Area, Grantee shall remove all of Grantee's Facilities, or abandon them in place in accordance with Grantor's reasonable specifications, and Grantee shall restore the Easement Area to substantially the same condition prior to the installation of Grantee's Facilities. Grantee's obligations to repair and maintain the Easement Area and Grantee's Facilities placed in, on, or under the Easement Area

shall continue during the course of any temporary abandonment or discontinuance of use of the Easement Area by Grantee.

**4. Indemnity.** Grantee shall indemnify, defend, and hold Grantor harmless from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages, and liabilities of any kind (collectively, "Losses"), arising directly out of any activity by Grantor or its Agents pursuant to this Deed or any breach of Grantee's obligations under this Deed, except to the extent of Losses caused by the negligence or willful misconduct of Grantor or Grantor's authorized representatives, and except for Losses resulting from the discovery of pre-existing conditions discovered (and not caused) by any activities undertaken by Grantee or its Agents pursuant to this Deed.

**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 (i) hand delivery, against receipt, (ii) reliable next-business-day courier service that provides confirmation of delivery, or (iii) 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: San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 10<sup>th</sup> Floor  
San Francisco, California 94103  
Attention: Brian Morelli, WSIP Right of Way  
Manager  
Facsimile No.: (415) 487-5200

With a copy to: Richard Handel  
Deputy City Attorney  
Office of the City Attorney  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4682  
Facsimile No.: (415) 554-4755

Grantor:

To: District Office, Jefferson Elementary  
School District  
Attn: Julie Kessler  
101 Lincoln Avenue  
Daly City, CA 94015  
Facsimile No.: (650) 992-2265

with a copy to: Office of the County Counsel  
Attn: John Nibbelin, Chief Deputy  
400 County Center, 6<sup>th</sup> Floor  
Redwood City, CA 94063  
Facsimile No.: (650) 363-4034

A properly addressed notice transmitted by one of the foregoing methods shall be deemed received upon confirmed delivery, attempted delivery, or rejected delivery. Facsimile numbers are provided above for convenience of communication only; neither party may give official or binding notice by facsimile.

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. In the event Grantor sells, conveys, or assigns any property interest encumbered by the Agreement, Grantor shall notify the successor or assignee of the rights and obligations of both parties as stated herein.

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

8. **Counterparts.** This Easement Deed may be executed in counterparts, each of which shall be an original, but all counterparts shall constitute one instrument.

*[Remainder of page intentionally left blank.]*

Executed as of this \_\_\_\_ day of \_\_\_\_\_, 201\_.

**GRANTOR:**

JEFFERSON ELEMENTARY SCHOOL  
DISTRICT,  
a California public school district

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

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

Date: \_\_\_\_\_, 201\_

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

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

Date: \_\_\_\_\_, 201\_

**ACCEPTED:**

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
John Updike  
Director of Property

PUC Resolution: \_\_\_\_\_

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

**APPROVED AS TO FORM:**

DENNIS J. HERRERA, City Attorney

By: \_\_\_\_\_  
Richard Handel, Deputy City Attorney

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed dated \_\_\_\_\_, from the Grantor to the City and County of San Francisco, is hereby accepted pursuant to Board of Supervisors' Resolution No. 18110 Series of 1939, approved August 7, 1957, and Grantee consents to recordation thereof by its duly authorized officer.

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

By:

\_\_\_\_\_  
JOHN UPDIKE  
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 )  
County of \_\_\_\_\_ ) ss

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)

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 \_\_\_\_\_ ) ss

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)



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 \_\_\_\_\_ )

SS

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 1 TO  
WELL EASEMENT DEED

[Attach Legal Description of Grantor's Property]



ENGINEERS  
SURVEYORS  
PLANNERS

June 20, 2013

EXHIBIT "A"  
LEGAL DESCRIPTION  
CUP-5, SITE 03, PARCEL 2G

All that real property situate in the unincorporated portion of San Mateo County, State of California, being a portion of Parcel VI described in that certain Resolution Accepting Deed recorded on October 2, 1950 in Book 1949 of Official Records at page 572, San Mateo County and a portion of the land described in that certain Resolution and Order Abandoning Bush Street recorded on April 9, 1953 in Book 2396 of Official Records at page 187, San Mateo County, State of California, and being more particularly described as follows:

**BEGINNING** at the 3/4" Iron Pipe with Brass Tag Stamped "RCE 5476" and Pin in the monument well at the intersection of the centerline of Nimitz Drive with centerline of 87<sup>th</sup> Street as shown on that certain Record of Survey, No. 2426, recorded on May 13, 2013, in Volume 38 of Licensed Land Surveyor Maps at pages 35 and 36, San Mateo County Records;

thence along said centerline of 87<sup>th</sup> Street, North 89°17'34" West, 391.86 feet to the beginning of a tangent curve to the right;

thence continuing along last said centerline, along said curve having a radius of 499.96 feet, through a central angle of 1°24'10", and an arc length of 12.24 feet to the intersection with the centerline of Maddux Drive, as shown on said map;

thence along the centerline of Maddux Drive, North 1°03'56" East, 145.72 feet to the beginning of a tangent curve to the left;

thence continuing along last said centerline, along said curve having a radius of 174.99 feet, through a central angle of 76°01'40", and an arc length of 232.20 feet to the intersection with the centerline of Stewart Avenue being 50.00 feet wide and shown on

**EXHIBIT G**

**TO**

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

**PRELIMINARY TITLE REPORT FOR  
SELLER'S STEWART AVENUE PROPERTY (APN: 006-111-460)**

**[Attach Preliminary Title Report]**



ENGINEERS  
SURVEYORS  
PLANNERS

that certain map recorded on October 9, 1947, in Book 28 of Maps at pages 8 through 10, San Mateo County Records;

thence along last said centerline of Stewart Avenue, North 1°03'56" East, 154.01 feet;

thence leaving last said centerline, South 88°56'04" East, 144.98 feet to a point on the westerly line of said Resolution and Order Abandoning Bush Street recorded on April 9, 1953 in Book 2396 of Official Records at page 187;

thence South 88°56'04" East, 128.04 feet to the **TRUE POINT OF BEGINNING**;

thence EAST, 33.58 feet;

thence SOUTH, 62.00 feet;

thence WEST, 33.58 feet;

thence NORTH, 62.00 feet to the **TRUE POINT OF BEGINNING**, containing an area of 2,082 square feet, more or less.

All bearings and distances shown on this exhibit are based upon the North American Datum of 1983 (NAD 83), California Coordinate System, Zone III, Epoch 1991.35. All distances shown hereon are grid distances. To convert to ground distance, multiply expressed distances by 1.00007405. Areas shown are calculated using grid distances. To convert to ground area, multiply the expressed area by 1.00014811.

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

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

*Raymond C Sullivan*  
Raymond C Sullivan, PLS 8337

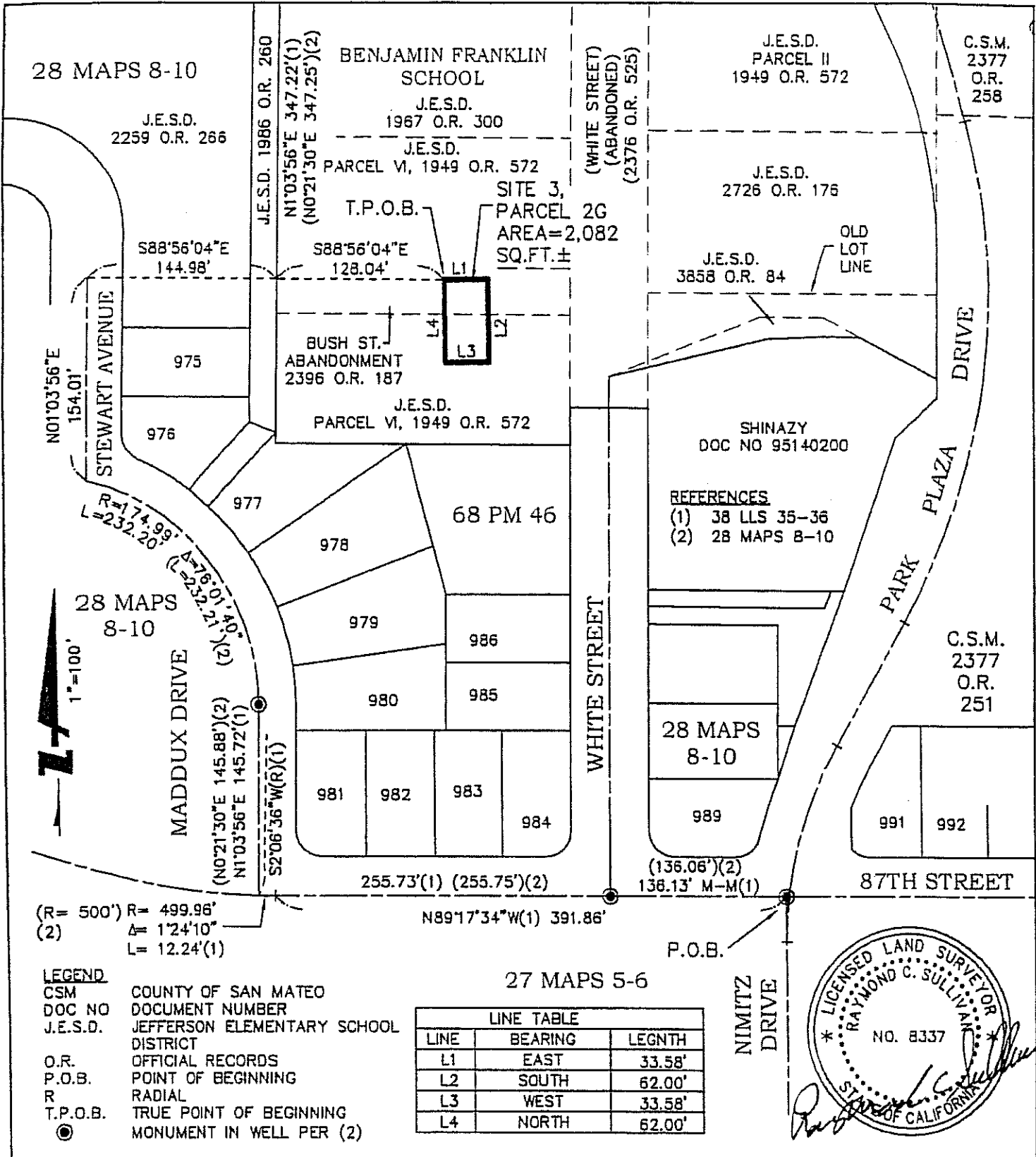


7/1/13  
Date

**EXHIBIT 2 TO**

**WELL EASEMENT DEED**

**[Attach Depiction of Easement Area that designates  
location of Well facilities and appurtenances on Site 3 --Parcel 2G]**



255 SHORELINE DR  
SUITE 200  
REDWOOD CITY, CA 94065  
650-482-6300  
650-482-6399 (FAX)

Subject **EXHIBIT "B"**  
**CUP-5, SITE 03, PARCEL 2G**  
Job No. 20060212-09  
By RCS Date 06/20/13 Chkd. \_\_\_\_\_  
SHEET 1 OF 1





# Chicago Title Company

**ISSUING OFFICE:** 2150 John Glenn Drive, Suite 300 • Concord, CA 94520  
925 288-8000 • FAX 925 521-9562

## PRELIMINARY REPORT

Title Officer: Martha Kendall

Title No.: 11-40703514-MK

Locate No.: CACTI7741-7741-2407-0040703514

TO: Chicago Title Company-San Francisco  
455 Market Street, Suite 2100  
San Francisco, CA 94105

ATTN: Tyson Miklebost  
YOUR REFERENCE: 160310969

**PROPERTY ADDRESS:** Benjamin Franklin School, Daly City, California

**EFFECTIVE DATE:** October 18, 2011, 07:30 A.M.

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

CLTA Standard Coverage Policy - 1990

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:  
  
**Jefferson Elementary School District, an Elementary School District of the County of San Mateo, State of California**
3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:  
  
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

MK\MK 11/07/2011





CHICAGO TITLE COMPANY \_\_\_\_\_

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.*

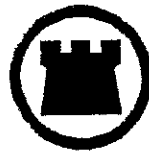
*This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment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

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

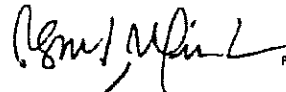
***It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.***

  
Countersigned



Chicago Title Company

BY

 President

ATTEST

 Secretary

**LEGAL DESCRIPTION**

**EXHIBIT "A"**

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

**PARCEL 1:**

Lot 5, as shown on that certain map entitled "A portion of the S.S. White Tract", which map filed in the office of the County Recorder of San Mateo County on October 19, 1871 in Book "E" of Original Maps at page 21 and copied into Book 1 of Maps at page 18.

**PARCEL 2:**

Lot 24, EXCEPT the southerly 6 feet, front and rear measurements, as shown on that certain map entitled "A portion of the S.S. White Tract", which map filed in the office of the County Recorder of San Mateo County on October 19, 1871 in Book "E" of Original Maps at page 21 and copied into Book 1 of Maps at page 18.

**PARCEL 3:**

Commencing at a point 165 feet and 10 inches south from the intersection of the line separating Sections 1 and 2 in Township 3 South, Range 6 West, M.D.B. & M. with the prolongation of the northerly line of "White St. East" as shown on map hereinafter referred to (said line being shown on said map as and heretofore having been considered to be the southerly line of Rancho Laguna de la Merced); thence along said line separating said Sections 1 and 2, south 50 feet; thence at right angles westerly and parallel with the southerly line of said Rancho, 225 feet and 9 inches to the easterly line of "White St. North"; thence at right angles northerly and along the said easterly line of "White St. North" 100 feet; thence at right angles easterly and parallel with said southerly line of said Rancho, 125 feet 9 inches; thence at right angles southerly and parallel with said easterly line of "White St. North", 50 feet; thence at right angles easterly and parallel with said southerly line of said Rancho, 100 feet to the point of beginning. Being a portion of the land conveyed to Mrs. Jennie Mills by deed recorded November 9, 1894 in Book 66 of Deeds, page 579. Said tract of land being a part of Lot 25, on a certain map of "A portion of the S.S. White Tract", which map filed in the office of the County Recorder of San Mateo County on October 19, 1871 in Book "E" of Original Maps at page 21 and copied into Book 1 of Maps at page 18.

**PARCEL 4:**

Lot 26, as shown on that certain map entitled "A portion of the S.S. White Tract", which map filed in the office of the County Recorder of San Mateo County on October 19, 1871 in Book "E" of Original Maps at page 21 and copied into Book 1 of Maps at page 18.

**PARCEL 5:**

Lots 7, 8, 9, 10, 11, 12, 13 and 14 in Block 7 and Lots 1, 2, 3, 4, 6 and 7, in Block 8, as shown on that certain map entitled "Kern Sub. of Lots 6, 7, 8, 10, 11, 17, 18 of S.S. White Tract", which map filed in the office of the County Recorder of San Mateo County on October 21, 1912 in Book 8 of Original Maps at page 30.

**PARCEL 6:**

Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9 in Block 10 and Lots 1, 2, 3, 4, 6, 7, 8 and 9, in Block 11, as shown on that certain map entitled "Kern Sub. of Lots 6, 7, 8, 10, 11, 17, 18 of S.S. White Tract", which map filed in the office of the County Recorder of San Mateo County on October 21, 1912 in Book 8 of Original Maps at page 30.

**PARCEL 7:**

Commencing at a point 115 feet 10 inches south from the intersection of the line separating Sections 1 and 2 in Township 3 South, Range 6 West, M.D.B. & M. with the prolongation of the northerly line of "White Street East" as shown on map hereafter referred to (said line being shown on said map as and heretofore having been considered to be the southerly line of Rancho Laguna de la Merced); thence along said line separating said Sections 1 and 2 South 46 feet 1/2 inch; thence at right angles westerly and parallel with the southerly line of said Rancho 100 feet; thence at right angles northerly and parallel with the easterly line of White Street

north 46 feet 1/2 inch; thence at right angles easterly and parallel with said southerly line of said Rancho, 100 feet to the point of beginning.

Being the northeasterly 50' X 100' of the southerly 100 feet of Lot 25, as shown on that certain map entitled "A portion of the S.S. White Tract", which map filed in the office of the County Recorder of San Mateo County on October 19, 1871 in Book "E" of Original Maps at page 21 and copied into Book 1 of Maps at page 18.

PARCEL 8:

Lots 1, 2, 3, 4, 5, 6 and 7 in Block 6 and Lots 1, 2, 3, 4, 5 and 6, in Block 7, as shown on that certain map entitled "Kern Sub. of Lots 6, 7, 8, 10, 11, 17, 18 of S.S. White Tract", which map filed in the office of the County Recorder of San Mateo County on October 21, 1912 in Book 8 of Original Maps at page 30.

PARCEL 9:

Lot 5 in Block 8, as shown on that certain map entitled "Kern Sub. of Lots 6, 7, 8, 10, 11, 17, 18 of S.S. White Tract", which map filed in the office of the County Recorder of San Mateo County on October 21, 1912 in Book 8 of Original Maps at page 30.

PARCEL 10:

Lot 1, 2, 3 and 4, as shown on that certain map entitled "A portion of the S.S. White Tract", which map filed in the office of the County Recorder of San Mateo County on October 19, 1871 in Book "E" of Original Maps at page 21 and copied into Book 1 of Maps at page 18.

PARCEL 11:

Lot 9, as shown on that certain map entitled "A portion of the S.S. White Tract", which map filed in the office of the County Recorder of San Mateo County on October 19, 1871 in Book "E" of Original Maps at page 21 and copied into Book 1 of Maps at page 18.

PARCEL 12:

Beginning at a point on the easterly line of that certain subdivision entitled "A portion of the S.S. White Tract" as shown on a map filed in Volume 1 of Maps at page 18, San Mateo County records, distant thereon south 0° 21' 30" west 331.58 feet from the northeasterly corner of said subdivision; thence from said point of beginning south 0° 21' 30" west along said boundary line a distance of 185.39 feet; thence leaving said boundary line and running north 63° 03' west 101.26 feet, north 89° 38' 30" west 49.00 feet, south 69° 05' west 124.69 feet, north 0° 21' 30" east 185.31 feet and south 89° 38' 30" east 255.75 feet to the point of beginning.

Being Lot 23, of the aforementioned S.S. White Tract and a portion of Lot 22.

PARCEL 13:

Beginning for reference at the northeasterly corner of that certain subdivision entitled "A portion of the S.S. White Tract" recorded in Volume 1 of Maps at page 18, San Mateo County records; thence south 0° 21' 30" west 516.97 feet along the easterly boundary of said subdivision; thence north 63° 03' west 69.26 feet to the point of beginning, said point of beginning being a point on the southerly boundary of that certain parcel of land described in the Deed from George Shinazy, et al to the Jefferson Elementary School District and recorded in the office of the recorder, San Mateo County, State of California in Volume 2726 at page 177 of records; thence from said point of beginning north 63° 03' west 32.00 feet along said southerly boundary; thence 89° 38' 30" west 49.00 feet; thence south 69° 05' west 124.69 feet; thence leaving said southerly boundary north 76° 26' 20" east 31.26 feet; thence north 76° 54' 20" east 44.10 feet; thence north 77° 02' 40" east 50.49 feet; thence north 87° 54' east 42.87 feet; thence south 89° 00' east 28.62 feet to the point of beginning.

Being a portion of Lot 22, of the aforementioned S.S. White Tract.

PARCEL 14:

Beginning at a point on a line parallel with and distant westerly at right angles 20 feet from the westerly line of Lot 11, said lot being as shown upon that map entitled "A portion of S.S. White Tract" filed in Book E of Maps at page 21, said point of beginning being located west along the center line of 87th Street produced, a distance of 1175.81 feet; north 0° 21' 30" east along the westerly line of the S.S. White Tract a distance of

361.33 feet and north  $89^{\circ} 38' 30''$  west 20 feet from the point of intersection of the center line of 87th Street with the westerly line produced, northerly of Block 11, said block being as shown upon that certain map "The Seventy-Five Dollar Lot Homestead Association", filed in Book E of Maps at page 63; thence from said point of beginning along said parallel line north  $0^{\circ} 21' 30''$  east 330.99 feet to the southerly line of the S.S. White Tract; thence along the last mentioned line north  $89^{\circ} 58' 50''$  east to the westerly line of Lot 9 of the said S.S. White Tract; thence along the westerly line of Lots 9, 10 and 11 of said S.S. White Tract south  $0^{\circ} 21' 30''$  west 338.81 feet; thence north  $68^{\circ} 38'$  west 21.42 feet to the point of beginning.

## PARCEL 15:

Beginning at a point on a line parallel with and distant westerly at right angles 20 feet from the westerly line of Lot 11, said lot being shown upon that certain map entitled "A portion of S.S. White Tract, San Mateo County", which map was filed in the office of the County Recorder of San Mateo County in Book "E" of Maps, at page 21, said point of beginning being located west along the center line of Eighty-Seventh Street produced a distance of 1175.81 feet; north  $0^{\circ} 21' 30''$  east, along the westerly line of the S.S. White Tract, a distance of 432.32 feet and north  $89^{\circ} 38' 30''$  west 20 feet from the point of intersection of the center line of Eighty-Seventh Street with the westerly line produced northerly of Block 11, said block being as shown upon that certain map entitled "The Seventy-Five Dollar Lot Homestead Association", filed in Book E of Maps at page 63, San Mateo County records; thence from said point of beginning along said parallel line north  $0^{\circ} 21' 30''$  east 260 feet to the southerly line of the S.S. White Tract; thence along the last mentioned line south  $89^{\circ} 58' 50''$  west 259.51 feet; thence south  $0^{\circ} 01' 10''$  east 100 feet; thence north  $89^{\circ} 58' 60''$  east, 73.29 feet; thence easterly, southeasterly and southerly on the arc of a curve to the right, said curve having a radius of 85 feet, a central angle of  $90^{\circ} 22' 40''$  and being tangent to the last mentioned course at the last mentioned point, a distance of 134.08 feet to a point; thence south  $0^{\circ} 22' 30''$  west along a line tangent to the last mentioned curve at the last mentioned point, a distance of 73.78 feet; thence south  $89^{\circ} 38' 30''$  east 100 feet to the point of beginning.

## PARCEL 16:

The westerly 31.02 feet, front and rear measurements, of Lot 941, and the easterly 20.98 feet, front and rear measurements, of Lot 940, as shown on that certain map entitled "Tract No. 587 Broadmoor Village Map No. 4 in Unincorporated Territory San Mateo County, Calif.", filed in the office of the County Recorder of San Mateo County on October 9, 1947 in Book 28 of Maps, at pages 8 to 10, inclusive.

## PARCEL 17:

The westerly 34.01 feet, front and rear measurements of Lot 942, and the easterly 20.98 feet, front and rear measurements, of Lot 941, as shown on that certain map entitled "Tract No. 587, Broadmoor Village Map No. 4 in Unincorporated Territory San Mateo County, Calif.", filed in the office of the County Recorder of San Mateo County on October 9, 1947 in Book 28 of Maps at pages 8, 9 and 10.

## PARCEL 18:

Lot 943 and the easterly 2.99 feet, front and rear measurements, of Lot 942, as shown on that certain map entitled "Tract No. 587 Broadmoor Village Map No. 4 San Mateo County, Calif.", filed in the office of the County Recorder of San Mateo County on October 9, 1947 in Book 28 of Maps at pages 8, 9 and 10.

## PARCEL 19:

Lot 944, as shown on that certain map entitled "Tract No. 587 Broadmoor Village Map No. 4 San Mateo County, Calif.", filed in the office of the County Recorder of San Mateo County on October 9, 1947 in Book 28 of Maps at pages 8, 9 and 10.

## PARCEL 20:

That portion of White Street, which street is shown on that certain map entitled "A portion of the S.S. White Tract", filed in the Office of the County Recorder of San Mateo County on October 19, 1871 in Book "E" of Maps at page 21 and copied into Book 1 of Maps at page 18, which portion of said street lies between the northerly terminus thereof and a point in the center of said street, being distant north  $0^{\circ} 21' 30''$  east 25 feet and north  $83^{\circ} 38' 40''$  east 30.22 feet from the intersection of the northerly line of Lot 13 with the westerly line of said White Street North, as said lot and street line are shown on the aforesaid map.

## PARCEL 21:

All that portion of White Street, 40 feet in width, as shown on that certain map entitled "A portion of the S.S. White Tract", which map filed in the office of the County Recorder of San Mateo County on October 19, 1871 in Book "E" of Original Maps at page 21 and copied into Book 1 of Maps at page 18, extending easterly from the northerly prolongation of the westerly line of Lot 1 as said lot is shown on said map to the northerly prolongation of the westerly line of White Street, 60 feet in width, as shown on said map of the S.S. White Tract; and all of Allen Street, Thomas Street and Bush Street as shown on that certain map entitled "Kern Sub. of Lots 6, 7, 8, 10, 11, 17, 18 of S.S. White Tract", which map filed in the office of the County Recorder of San Mateo County on October 21, 1912 in Book 8 of Original Maps at page 30.

EXCEPTING FROM PARCELS 2, 3, 4, 7 AND 12: All that portion of said described property that was conveyed to the County of San Mateo, by deed recorded March 4, 1953 in Volume 2377 of Official Records, page 251, San Mateo County records.

ALSO EXCEPTING FROM PARCEL 4: The following described property:

Beginning at the northeasterly corner of Lot 26, as said lot is shown on that certain map entitled "A portion of the S.S. White Tract", filed in the Office of the County Recorder of San Mateo County on October 19, 1871 in Book "E" of Maps at page 21 and copied into Book 1 of Maps at page 18; thence from said point of beginning along the easterly line of said Lot 26, south 0° 21' 30" west 74.95 feet to a point in the easterly line of that certain Parcel conveyed to the County of San Mateo by deed filed in Book 2377 of Official Records at page 254, San Mateo County records; thence along said line north 27° 24' west 73.92 feet; thence leaving said line north 15° 06' 26" west 9.90 feet to the northerly line of said Lot; thence along said northerly line south 89° 38' 30" east 37.07 feet to the point of beginning.

APN: 006-111-460

**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. **Property taxes**, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2011-2012, Assessor's Parcel Number 006-111-460 .

Code Area Number:  
1st Installment: \$1,252.39 open  
2nd Installment: \$1,252.39 open  
Land: \$  
Improvements: \$  
Exemption:  
Personal Property:

2. **The lien of supplemental taxes**, if any, assessed pursuant to the provisions of Chapter 3.5 (Commencing with Section 75) of the Revenue and Taxation code of the State of California.

3. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: County of San Mateo  
Purpose: Sanitary Sewer  
Recorded: January 30, 1930, Book 458, Page 101, of Official Records  
Affects: a 6 foot strip of land over the easterly portion of the premises

4. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the E of Original Maps page 21 and copy Book 1 of Maps, page 18.

Purpose: right of way  
Affects: a portion of the premises

5. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: City of Daly City  
Purpose: construction, maintenance and repair of an 8 inch waterline  
Recorded: April 8, 1960, Book 3776, Page 513, of Official Records  
Affects: a portion of the premises

6. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: North San Mateo County Sanitation district, etc.  
Purpose: sanitary sewer mains and temporary construction and moving machines and equipment  
Recorded: May 10, 1978, Book 7742, Page 1309, of Official Records  
Affects: a portion of the premises

7. **Matters** which may be disclosed by an inspection and/or by a correct ALTA/ACSM Land Title Survey of said land that is satisfactory to this Company, and/or by inquiry of the parties in possession thereof.
8. **Any rights of the parties in possession** of a portion of, or all of, said land, which rights are not disclosed by the public record.

This 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.

9. **The application** for title insurance was placed by reference to only a street address or tax identification number.

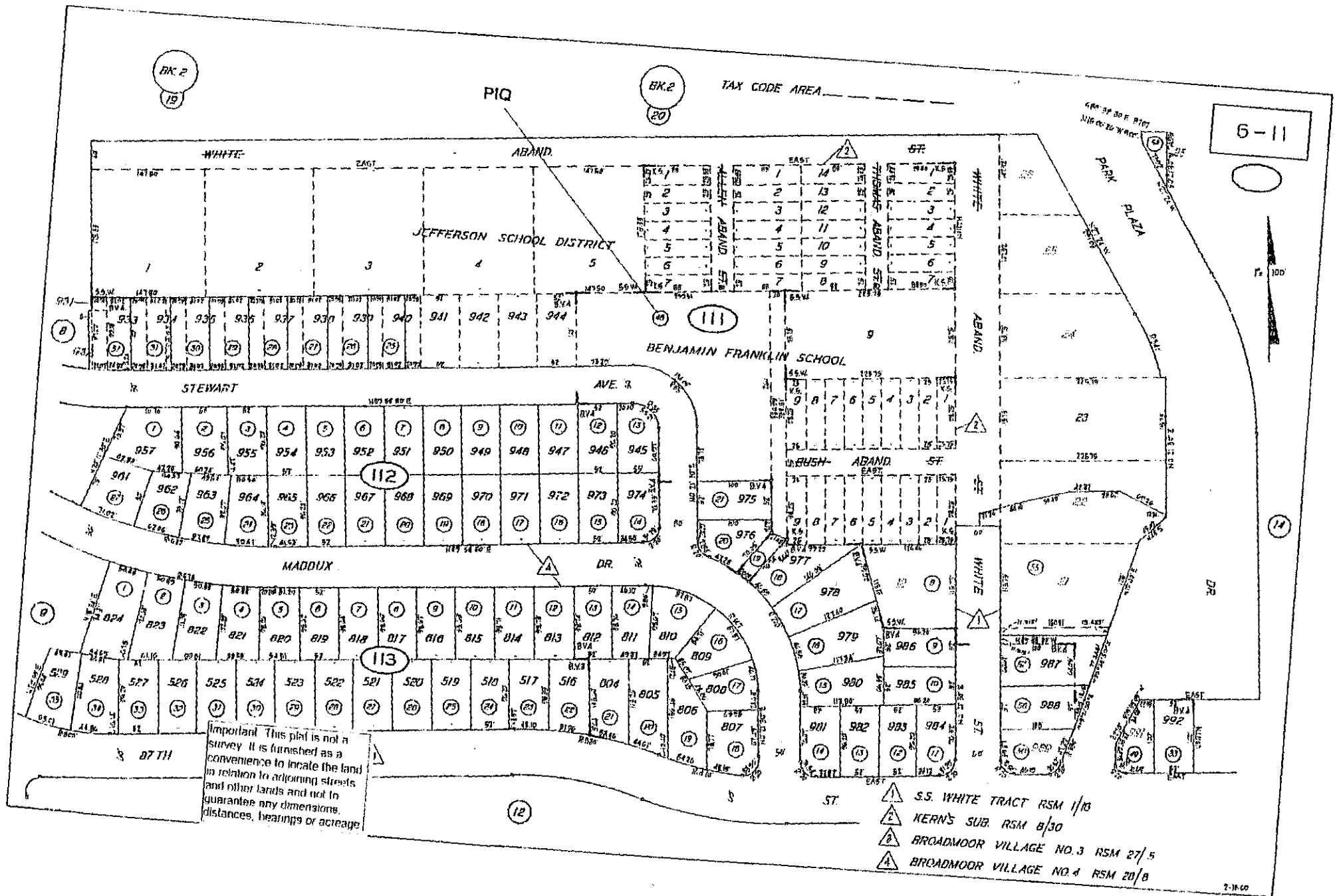
Based on our records, we believe that the description in this report covers the parcel requested, however, if the legal description is incorrect a new report must be prepared.

If the legal description is incorrect, in order to prevent delays, the seller/buyer/borrower must provide the Company and/or the settlement agent with the correct legal description intended to be the subject of this transaction.

#### END OF ITEMS

- Note 1.** There are NO deeds affecting said land, recorded within twenty-four (24) months of the date of this report.
- Note 2.** 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.
- Note 3.** Please contact Escrow Office for Wire Instructions.
- Note 4.** Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.

#### END OF NOTES





**ATTACHMENT ONE**  
**AMERICAN LAND TITLE ASSOCIATION**  
**RESIDENTIAL TITLE INSURANCE POLICY (6-1-87) 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 any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
  - land use
  - improvements on the land
  - land division
  - environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at policy date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
  - a notice of exercising the right appears in the public records on the Policy Date
  - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowledge of the taking

In addition to the Exclusions, you are not insured against loss, costs, attorneys' fees, and the expenses resulting from:

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
2. Any easements or liens not shown by the public records. This does not limit the lien coverage in Item 8 of Covered Title Risks.

3. Title Risks:

- that are created, allowed, or agreed to by you
- that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
- that result in no loss to you
- that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:

- to any land outside the area specifically described and referred to in Item 3 of Schedule A
  - or
  - in streets, alleys, or waterways that touch your land
- This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

3. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This does not limit the forced removal coverage in Item 12 of Covered Title Risks.

4. Any water rights or claims or title to water in or under the land, whether or not shown by the public records.

**ATTACHMENT ONE  
(CONTINUED)**

**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 and 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 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.
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 or 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.

**SCHEDULE B, PART I  
EXCEPTIONS FROM COVERAGE**

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:

**PART I**

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.

**ATTACHMENT ONE  
(CONTINUED)**

**FORMERLY AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)  
WITH A.L.T.A. ENDORSEMENT-FORM 1 COVERAGE  
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 and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (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 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.
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) 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 (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at 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.
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 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 statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:  
(i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or  
(ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or  
(iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:  
(a) to timely record the instrument of transfer; or  
(b) of such recordation to impart notice to a purchaser for value or a judgement or lien creditor.

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) 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.

**ATTACHMENT ONE  
(CONTINUED)**

**2006 AMERICAN LAND TITLE ASSOCIATION 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**

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:

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.

**ATTACHMENT ONE  
(CONTINUED)**

**FORMERLY AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)  
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 and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (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 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.
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) 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 estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:  
(i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or  
(ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:  
(a) to timely record the instrument of transfer; or  
(b) of such recordation to impart notice to a purchaser for value or a judgement or lien creditor.

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) 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.

**ATTACHMENT ONE  
(CONTINUED)**

**2006 AMERICAN LAND TITLE ASSOCIATION 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:

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.

**ATTACHMENT ONE  
(CONTINUED)**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)  
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)  
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 any law or government regulation. This includes ordinances, laws and regulations concerning:
  - a. building
  - b. zoning
  - c. Land use
  - d. improvements on Land
  - e. Land division
  - f. environmental protection

This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.  
This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
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 apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
  - a. notice of exercising the right appears in the Public Records at the Policy Date; or
  - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they appear 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,d, 22, 23, 24 or 25.
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 18.

**LIMITATIONS ON COVERED RISKS**

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

- For Covered Risk 14, 15, 16 and 18, 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:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 14:	1.00% of Policy Amount or <u>\$ 2,500.00</u> (whichever is less)	\$ <u>10,000.00</u>
Covered Risk 15:	1.00% of Policy Amount or <u>\$ 5,000.00</u> (whichever is less)	\$ <u>25,000.00</u>
Covered Risk 16:	1.00% of Policy Amount or <u>\$ 5,000.00</u> (whichever is less)	\$ <u>25,000.00</u>
Covered Risk 18:	1.00% of Policy Amount or <u>\$ 2,500.00</u> (whichever is less)	\$ <u>5,000.00</u>

**ATTACHMENT ONE  
(CONTINUED)**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)  
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)  
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.
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 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
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.

**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:

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



**ATTACHMENT ONE  
(CONTINUED)**

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)  
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 zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvements now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or areas 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. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise 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. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this 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) 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 damage to the Insured Claimant.  
(d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or  
(e) resulting in loss or damage which 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 the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with 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, except as provided in Covered Risk 27, or any consumer credit protection or truth in lending law.
6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(e) and 26.
7. 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 limit the coverage provided in Covered Risk 8.
8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are Known to the Insured at:  
(a) The time of the advance; or  
(b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.
9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

**ATTACHMENT ONE  
(CONTINUED)**

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07/26/10)  
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.

## Notice

You may be entitled to receive a \$20.00 discount on escrow services if you purchased, sold or refinanced residential property in California between May 19, 1995 and November 1, 2002. If you had more than one qualifying transaction, you may be entitled to multiple discounts.

If your previous transaction involved the same property that is the subject of your current transaction, you do not have to do anything; the Company will provide the discount, provided you are paying for escrow or title services in this transaction.

If your previous transaction involved property different from the property that is subject of your current transaction, you must - prior to the close of the current transaction - inform the Company of the earlier transaction, provide the address of the property involved in the previous transaction, and the date or approximate date that the escrow closed to be eligible for the discount.

Unless you inform the Company of the prior transaction on property that is not the subject of this transaction, the Company has no obligation to conduct an investigation to determine if you qualify for a discount. If you provide the Company information concerning a prior transaction, the Company is required to determine if you qualify for a discount which is subject to other terms and conditions.

Fidelity National Financial, Inc.  
**Privacy Statement**

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

**Personal Information Collected**

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

**Disclosure of Personal Information**

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

(privacy)

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Effective Date: 5/1/2008

Disclosure to Affiliated Companies - We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties - We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

#### **Confidentiality and Security of Personal Information**

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

#### **Access To Personal Information/**

#### **Requests for Correction, Amendment, or Deletion of Personal Information**

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer  
Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, FL 32204

#### **Changes to this Privacy Statement**

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.

## 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.

### **FNF Underwritten Title Company**

CTC – Chicago Title Company

### **FNF Underwriter**

CTIC – Chicago Title Insurance Company

### **Available Discounts**

#### **CREDIT FOR PRELIMINARY REPORTS AND/OR COMMITMENTS ON SUBSEQUENT POLICIES (CTIC)**

Where no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within 12 or 36 months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge.

#### **FEE REDUCTION SETTLEMENT PROGRAM (CTC and CTIC)**

Eligible customers shall receive a \$20.00 reduction in their title and/or escrow fees charged by the Company for each eligible transaction in accordance with the terms of the Final Judgments entered in *The People of the State of California et al. v. Fidelity National Title Insurance Company et al.*, Sacramento Superior Court Case No. 99AS02793, and related cases.

#### **DISASTER LOANS (CTIC)**

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within 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 50% of the appropriate title insurance rate.

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

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 50% or 70% of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be 32% or 50% of the appropriate title insurance rate, depending on the type of coverage selected.