

CITY AND COUNTY OF SAN FRANCISCO



DENNIS J. HERRERA  
City Attorney

OFFICE OF THE CITY ATTORNEY

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February 14, 2019

Via Email and First Class Mail

Steve Bruckman  
General Counsel  
City College of San Francisco  
50 Frida Kahlo Way, B619  
San Francisco, CA 94112

Re: City College Infrastructure Encroachments

Dear Steve:

The City and County of San Francisco ("City") under the jurisdiction of the San Francisco Public Utilities Commission ("SFPUC") owns approximately 17 acres of land known as the Balboa Reservoir site ("SFPUC Parcel") located immediately west of the Ocean Avenue Campus of the San Francisco Community College District (the "College").

We understand that the College does not have a tort claims process applicable to public agencies under the California Government Claims Act, and submit this claim in order to preserve our rights.

As you are aware, unauthorized infrastructure improvements were constructed by the College and occupy the adjacent SFPUC Parcel. The City and the College have been working toward a development of the SFPUC Parcel that will be of benefit to both the College and the City. The unauthorized encroachments were discovered during the due diligence process for the SFPUC Parcel. I enclose a survey identifying the unauthorized encroachments, which include private utilities consisting of an 8" fire water line, a 10" sanitary sewer line, a 72" storm drain line, ancillary storm drain facilities, and dozens of geothermal wells. The unauthorized encroachments will be a significant impediment and expense in any development of the SFPUC Parcel, and must be removed from the SFPUC Parcel and relocated to the College's property.

The City and the College are parties to an Access Easement Agreement that was part of a property swap in 2012, which I also enclose (the "Access Easement"). Pursuant to the Access Easement, the College agreed to build out a roadway to City standards along what is known as the "Lee Avenue extension" as well as what is known as the "North Extension Road" by May of 2017, and both the City and the College have vehicular and pedestrian access rights over the Access Easement area. The College does not have any rights to construct or operate any subsurface utilities or improvements pursuant to the Access Easement, and the College's unauthorized encroachments are in violation of the Access Easement. In addition, the College has failed to construct the roadways as required by the Access Easement. This letter serves as notice to the College of its violations of the Access Easement.

Letter to Steve Bruckman  
Re: City College Infrastructure Encroachments  
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February 14, 2019

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In addition to the unauthorized subsurface encroachments, the College is encroaching approximately 9 to 10 feet beyond the Access Easement onto the SFPUC Parcel and using such area for circulation and parking of vehicles without permission or right. This encroachment onto the SFPUC Parcel also must cease.

Please let me know if the College has any further information regarding the unauthorized encroachments.

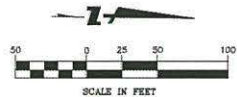
Very truly yours,

DENNIS J. HERRERA  
City Attorney



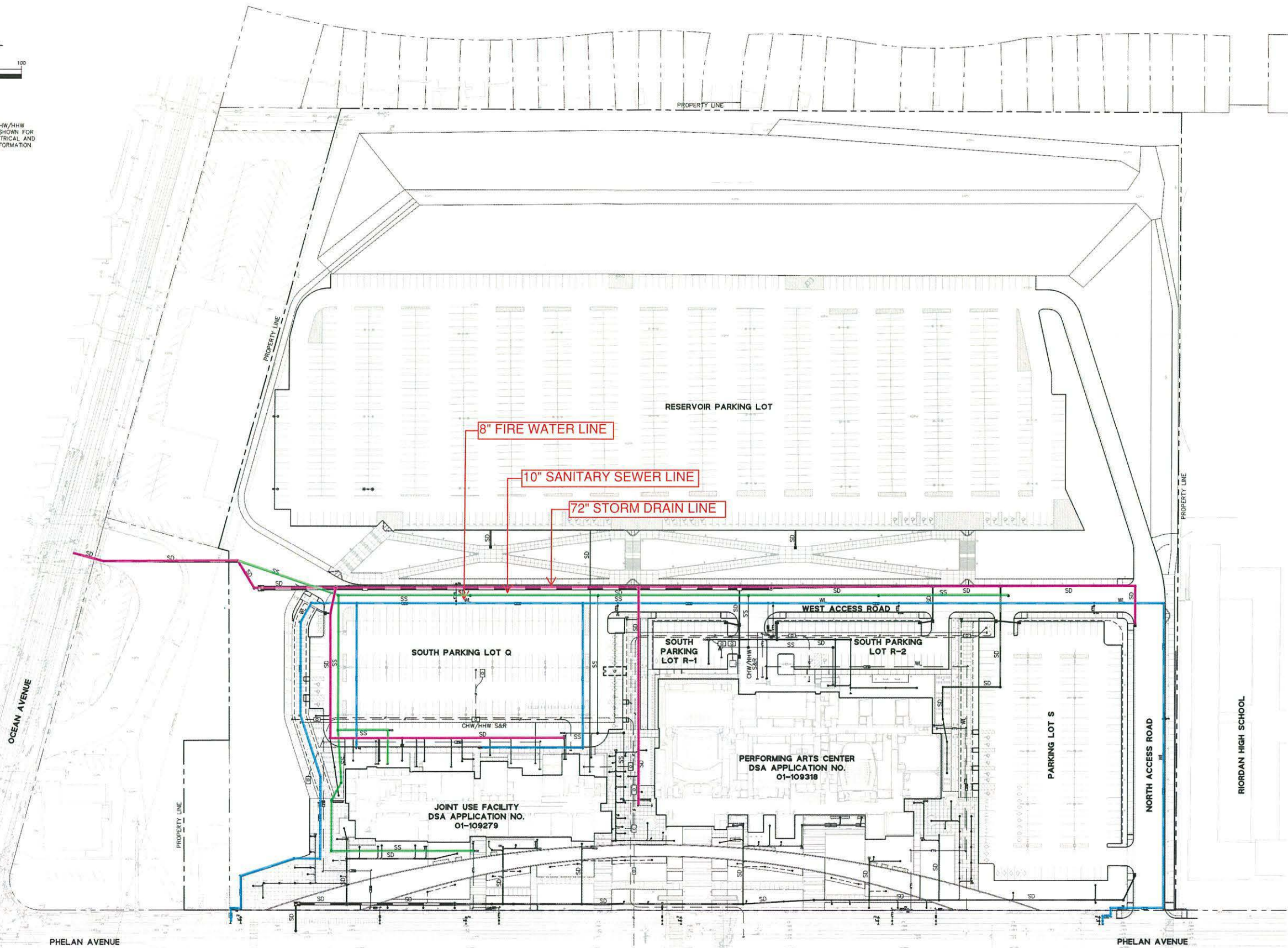
Elizabeth A. Dietrich  
Deputy City Attorney

cc: Dr. Reuben Smith, Vice Chancellor, Facilities, Planning & Construction  
Luther Aaberge, Vice Chancellor, Finance & Administration  
Deborah L. Miller



NOTES:

1. ELECTRICAL JOINT TRENCH AND CHW/HWW SUPPLY AND RETURN LINES ARE SHOWN FOR REFERENCE ONLY. REFER TO ELECTRICAL AND MECHANICAL PLANS FOR MORE INFORMATION.



CONSULTANT

**BKF**  
ENGINEERS / SURVEYORS / PLANNERS  
255 SHORELINE DRIVE, SUITE 200  
REDWOOD CITY, CA 94065  
PHONE: (650) 482-6300  
FAX: (650) 482-6300

CONSULTANT'S STAMP



AUTHORITY APPROVAL

DATE: 3/11/09  
BY: [Signature]  
TITLE: [Signature]

CITY COLLEGE OF SAN FRANCISCO  
BALBOA RESERVOIR DEVELOPMENT  
San Francisco, CA

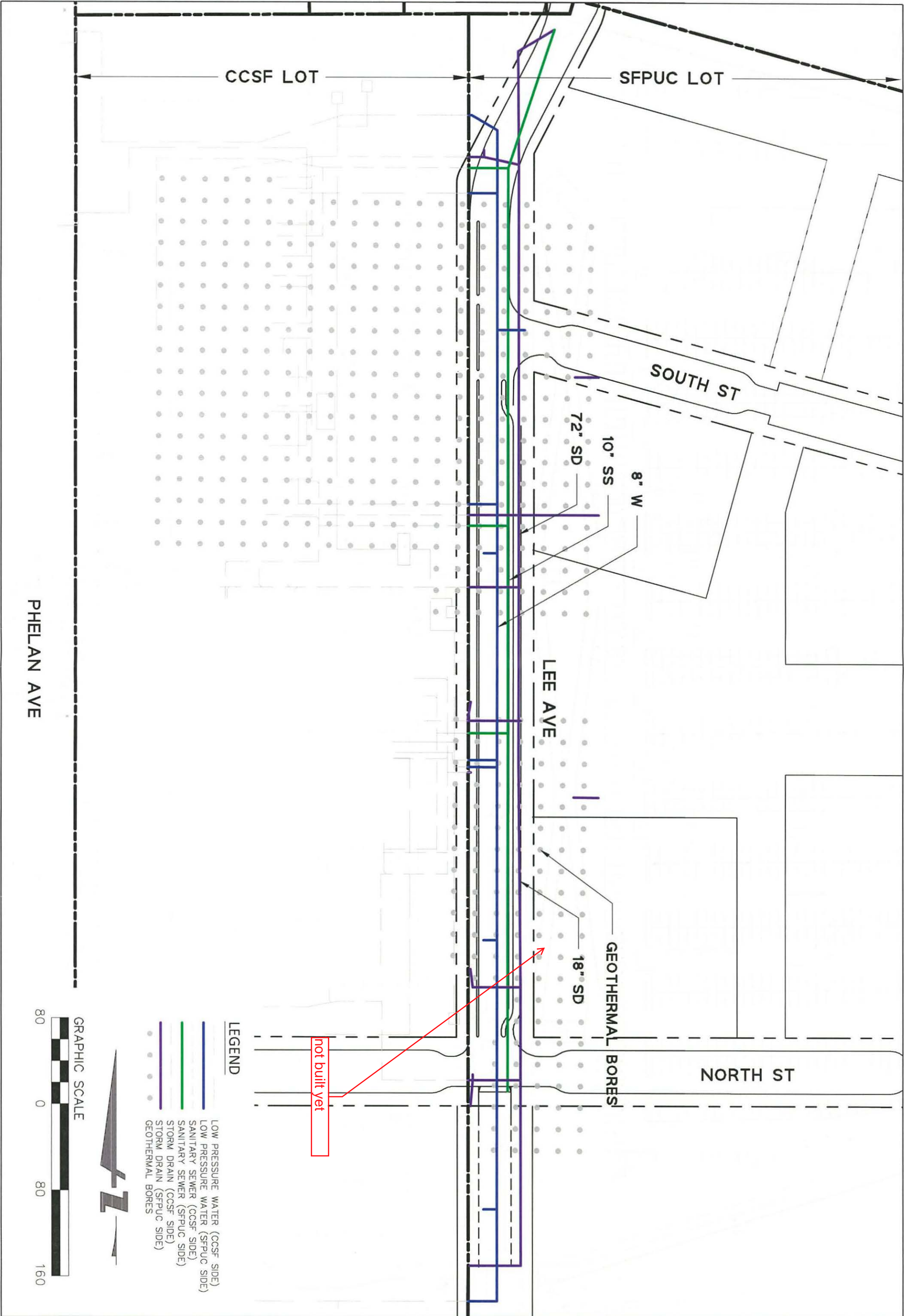
MASTER UTILITY PLAN

DATE	ISSUE	REV
3/12/08	DSA APPROVAL	
3/11/09	DSA PRELIM CHANGE ORDER	1

SCALE: 1"=40'  
DRAWN BY: JT, MD  
CHECKED BY: RH

C1.40





Free Recording Requested Pursuant to  
Government Code Section 27383

Recording requested by and  
when recorded mail to:

City and County of San Francisco  
San Francisco Public Utilities Commission  
Real Estate Director  
Public Utilities Commission  
1145 Market Street, 7<sup>th</sup> Floor  
San Francisco, CA 94102

with a copy to:

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

WE HEREBY CERTIFY THAT THIS IS FULL,  
TRUE AND CORRECT COPY OF THE ORIGINAL  
DOCUMENT AS THE SAME APPEARS IN THE  
OFFICE OF THE COUNTY RECORDER OF  
SAN FRANCISCO COUNTY, STATE OF  
CA RECORDED ON 5/17/12  
IN BOOK        OF OFFICIAL RECORDS  
AT PAGE        SERIAL NO. 20125414058  
CHICAGO TITLE INSURANCE COMPANY  
By [Signature]

94-1  
27P

25 Van Ness Ave  
Lot 1  
Block 3180

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

ACCESS EASEMENT AGREEMENT  
(Portion of Assessor's Parcel No.1, Block 3180)

This Access Easement Agreement (this "**Agreement**"), by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**City**"), and the SAN FRANCISCO COMMUNITY COLLEGE DISTRICT, an institution of higher education organized under the State of California Education Code ("**College**"), is executed as of MAY 17, 2012 (the "**Effective Date**").

RECITALS

A. City owns that certain real property described on the attached Exhibit A (the "**City Property**") and College owns that certain adjacent real property described on the attached Exhibit B (the "**College Property**").

B. City and College wish to provide for the construction, use, operation, maintenance and repair of a nonexclusive accessway over the portion of the City Property described on the attached Exhibit C (the "**City Property Easement Area**") and over the portion of the College Property described on the attached Exhibit D (the "**College Property Easement Area**") on the terms specified in this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, City and College hereby agree as follows:

1. Grant of Easement; Accessway. Pursuant to the terms and conditions specified in this Agreement, City grants to College an access easement over the City Property Easement Area and College grants to City an access easement over the College Property Easement Area, for the construction, use, operation, maintenance, and repair of an accessway with two (2) sidewalks (collectively, the "**Accessway**") and for the exercise of their respective rights and obligations hereunder. The City Property Easement Area and the College Property Easement Area shall be collectively referred to as the "**Access Easement Area**".

2. **Accessway.** College shall construct the Accessway at its sole cost and in compliance with the conditions specified in this Section and in Section 4 (collectively, the "**Minimum Requirements**"). College shall take such actions as may be reasonably necessary to cause such construction to be completed on or before the fifth (5th) anniversary of the Effective Date, subject to any delays caused by City's failure to review, and accept or reject, any documents or materials submitted by College for an Application Package (as defined below) within a reasonable time period, in keeping with the City's standard review and approval processes for similar documents or materials submitted by a Private Party (as defined below). College understands that it shall be College's responsibility to prepare and submit all documents and materials required for a complete Application Package with sufficient time to allow for City review and approval or rejection, and potential resubmission following a City rejection, if applicable, and College shall account for this review and approval process in preparing and scheduling its submittal of such documents and materials to City.

(a) **Accessway Configuration.** The portion of the Accessway shown as the "East-West Portion" on the attached Exhibit E (the "**Drawing**") shall be sixty feet (60') in width, with three (3) vehicle lanes, two (2) bicycle lanes, and two (2) concrete sidewalks, and provide for two (2) way traffic. The portion of the Accessway shown as the "North-South Portion" on the Drawing shall be fifty feet (50') in width, with two (2) vehicle lanes, two (2) bicycle lanes, and two (2) concrete sidewalks and provide for two (2) way traffic.

The Accessway shall be constructed in conformity with the requirements and standards applicable to a "neighborhood residential street" at the time of construction (a "**Residential Street**"), including all standard improvements. "Neighborhood residential street" shall be as described in Chapter 4.0 of the draft Better Streets Plan Draft for Public Review, released by the City's Planning Department for public comment in June of 2008 (the "**Draft Better Streets Plan**"), as such description may be modified in any final version of the Draft Better Streets Plan adopted by the City. The Accessway shall materially conform to plans and specifications approved in advance by City (the "**Plans**"), or to any modifications to such Plans approved of in advance and in writing by City.

(b) **Approval of Plans and Application Package.** To request City's approval of College's proposed plans for the Accessway (the "**Draft Plans**"), College shall prepare, at its sole cost, and deliver the following items (collectively, the "**Application Package**") to City's Department of Public Works ("**DPW**") Bureau of Street-Use and Mapping, with a copy to the City contact person specified in Section 9: (i) the Draft Plans, which shall have been prepared by a certified civil engineer at College's sole cost, (ii) a completed and duly executed original of City's application form for a Street Improvement Permit, together with all materials that would customarily be required to be submitted by a non-governmental party pursuant to such application, (iii) College's estimate of the costs it would incur to construct the Accessway pursuant to the Draft Plans, and (iv) the application fee that would be required from a non-governmental party applying to DPW to construct a Public Road (as defined in Section 11) similar to the Accessway (a "**Private Party**").

The Draft Plans shall incorporate all of the Minimum Requirements and all other safety and utility requirements that City requires to construct the Accessway in compliance with the requirements that would be required of a Private Party. College shall further provide City with any other materials that City deems to be necessary for its review of the Application Package, which shall be incorporated as part of the Application Package. Once City receives the complete Application Package and any additional materials so requested by City, the Application Package shall then be submitted for the City review process that would apply to a Private Party.

(c) **Construction of Accessway.** If City approves of the Application Package, City shall notify College in writing (the "**Construction Approval Notice**"). The Construction Approval Notice may be conditioned on College's agreement to, and performance of, any

conditions precedent specified by City therein, provided that such conditions are those that would be required of a Private Party. Such conditions may include, but are not limited to, College's (i) modification of the Draft Plans to incorporate the requirements typically required for the construction of a similar Residential Street or that would otherwise be required of a Private Party by City, (ii) delivery of an excavation bond and a performance bond, and (iii) acquisition of any additional permits that City would typically require of a Private Party.

If City delivers the Construction Approval Notice, College shall cause the Accessway to be constructed in compliance with the Draft Plans, the Minimum Requirements, the other applicable terms of this Agreement and any conditions specified in the Construction Approval Notice (collectively, the "**Conditions**") within three hundred sixty-five (365) days of the date City delivers the Construction Approval Notice, but not later than the fifth (5<sup>th</sup>) anniversary of the Effective Date (the "**Initial Completion Date**"), unless (i) City and College agree to a later date in writing, or (ii) College cannot complete such construction due to City's failure to perform its obligation to timely review, and approve or reject, Application Package documents and materials pursuant to this Section. City shall have the right to monitor and inspect College's construction of the Accessway at any time, provided that City shall take reasonable efforts to minimize any interference with College's construction activities.

(d) Acceptance of Accessway by College. College shall not accept the constructed Accessway from its contractor without first determining it complies with the Conditions and obtaining agreement of City, acting in its proprietary capacity, to such determination. To request City's agreement to such determination, College shall deliver written notice (the "**Completion Notice**") to City once College determines the Accessway has been constructed in compliance with the Conditions, together with satisfactory evidence that College has obtained the Maintenance Bond (as defined in Section 5 below). City shall deliver written notice to College specifying the agreement, conditional agreement, or disagreement of City, acting in its proprietary capacity, to such determination, and further specifying the reasons for any conditional agreement or disagreement. If City delivers written notice of its conditional agreement or disagreement with the Completion Notice, College shall cause such matter to be satisfactorily corrected prior to accepting the Accessway from its contractor. City shall not unreasonably withhold its agreement to the Completion Notice if the Accessway conforms to the Conditions.

If College and City mutually agree the Accessway has been constructed in compliance with the Conditions, College shall accept the constructed Accessway from its contractor and provide City with a copy of the as-built plans for the Accessway. College acknowledges that City's review or approval of the Accessway pursuant to this Agreement shall be conducted pursuant to City's proprietary capacity only, and College shall, at its sole cost, additionally obtain all necessary reviews and approvals with respect to the Accessway required at any time from City, acting in its regulatory capacity.

(e) Review by City. College acknowledges and agrees that (i) City's review of the Draft Plans, the Application Package and any additional materials related thereto, and City's issuance of the Construction Approval Notice, if any, shall be conducted under City's proprietary capacity and will only be a courtesy review that does not involve the actual issuance of a permit, (ii) City makes no representations or warranties as to the length of time that will be actually necessary for City's full consideration and review of the Draft Plans or the Application Package, (iii) City makes no representations or warranties that it will ultimately approve of the Draft Plans or the Application Package or issue the Construction Approval Notice or respond to a Completion Notice. College further acknowledges and agrees that the Accessway will be a private accessway for use by College and City and their respective invitees, contractors, employees and agents, and governed by the terms of this Agreement.

3. Use of the Access Easement Area. The Access Easement Area shall be used only for the following purposes (collectively, the "**Permitted Uses**"): the construction of the Accessway in

compliance with the terms of this Agreement, pedestrian and vehicular access over the constructed Accessway, and performance of each party's respective rights and obligations under this Agreement. Neither party shall do anything in, on, under or about the Access Easement Area that could damage, endanger or interfere with the Permitted Uses. Without limiting the foregoing, neither party shall undertake or permit any of the following activities without first obtaining the other party's prior written consent: (i) plant trees or shrubs; (ii) construct or place any structures or improvements of any kind or character, including, but not limited to, any pavement, asphalt or similar impermeable ground cover; or (iii) perform any excavation or construction activities.

4. Construction and Maintenance Activities. In addition to complying with all requirements specified elsewhere in this Agreement, all construction or maintenance activities performed in the Access Easement Area shall comply with the following conditions:

(a) All construction and maintenance activities shall comply with all applicable laws and be performed using sound construction practices and in a manner that minimizes interference with the operation and use of the Accessway, the Access Easement Area, the College Property or the City Property. The performing party shall diligently pursue to completion all construction or maintenance activities commenced by such party in the Access Easement Area.

(b) A party shall give at least thirty (30) days' prior written notice of its construction or maintenance activities in the Access Easement Area to the other party, together with a copy of any plans and specifications or other materials reasonably sufficient to describe such planned activities. Such notice shall specify if such activities will interfere with the use and operation of the Accessway and, if so, the extent of the expected interference and the performing party's proposed actions to minimize such interference. A performing party may restrict access to the Access Easement Area while conducting any construction or maintenance activities therein if such restricted access is reasonably necessary to protect public health and safety.

(c) A party shall not be obligated to provide prior written notice of its construction or maintenance activities in the Access Easement Area the other party of in the event of any immediate danger to health or property, in which case a performing party shall verbally notify the other party as soon as reasonably possible.

(d) A party shall secure and pay for any building and other permits and approvals, government fees, licenses and inspections necessary for the proper performance and completion of its activities and that would be required to be obtained by a non-governmental party performing such activity.

(e) A performing party shall have the sole responsibility of locating any utilities that may be on, in or under the Access Easement Area, protect them from damage while conducting any construction or maintenance activities, and arrange and pay for any necessary temporary relocation of City and public utility company facilities, subject to the prior written approval by operator of such affected facilities.

5. Maintenance and Repair.

(a) Once constructed, College shall, at its sole cost, maintain the Accessway in good working order and in a clean, safe and sanitary condition at all times, even if damaged by casualty. If College fails to so maintain the Accessway, and further fails to commence to perform such maintenance within thirty (30) days after receiving City's written notice of such failure, City shall have the right to correct such matter after providing ten (10) days prior notice of such election to College. College shall promptly reimburse City's costs in correcting such matter within thirty (30) days following City's invoice therefor.



(b) Prior to delivering a Completion Notice to City, College shall post a maintenance bond or other acceptable security ("**Maintenance Bond**") for 100% of actual cost of the Accessway and naming City and College as beneficiaries thereunder to guarantee that the Accessway shall be free from defects in material or workmanship and shall perform satisfactorily for a period (the "**Maintenance Bond Period**") of three (3) years after the date the Completion Notice is delivered to City.

(c) If City accepts the Accessway as a Public Road (as defined in Section 11) during the Maintenance Bond Period, such acceptance shall not constitute a waiver of defects by the City. College guarantees that the Accessway shall be free from defects in material or workmanship and shall perform satisfactorily during the entire Maintenance Bond Period. During the Maintenance Bond Period, College shall correct, repair, or replace any defects in the Accessway at its own expense within ten (10) days following the date that City delivers notice any such defect to College. College's obligation to correct, repair, or replace any defects in the Accessway during the Maintenance Bond Period shall survive the City's acceptance of the Accessway as a Public Road.

6. Hazardous Materials. Neither party shall use, store, locate, handle or cause or permit the dumping or other disposal or release on or about the Access Easement Area of any Hazardous Material. Unless caused by the activities of City or its Agents, if there is a leakage or spill of Hazardous Materials on the College Property Easement Area, College shall bear the cost and expense to clean the contaminated property in compliance with applicable laws. Unless caused by the activities of College or its Agents, if there is a leakage or spill of Hazardous Materials on the City Property Easement Area, City shall bear the cost and expense to clean the contaminated property in compliance with applicable laws.

"**Hazardous Material**" means material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to public health, welfare or the environment. "Hazardous Material" includes, without limitation, any material or substance defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 et seq., or pursuant to Section 25316 of the California Health & Safety Code; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the Access Easement Area or are naturally occurring substances in the Access Easement Area, and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids. The term "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 in, on, under or about the Access Easement Area.

If either party defaults in its obligations under this Section, then such defaulting party shall indemnify, defend and hold harmless the other party against any and all Claims (defined as follows) arising at any time as a result of such default, except to the extent the other party or its Agents are responsible for such Claims. "**Claims**" shall mean all liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses, including, without limitation, direct and vicarious liability of every kind. Each party's foregoing indemnity obligation shall survive the termination or extinguishment of this Agreement or the easements granted hereunder.

7. Insurance.

(a) Each party shall procure at its expense and keep in effect at all time, in form and from an insurer reasonably accept to the other party, as follows:

(i) Commercial general liability insurance with limits not less than \$2,000,000 each occurrence, combined single limit for bodily injury and property damage, including coverage for contractual liability, personal injury, broad form property damage, products and completed operations. Such policy shall include endorsements for (1) false arrest, detention or imprisonment or malicious prosecution; (2) libel, slander or defamation of character; (3) wrongful entry or eviction or invasion of the right of privacy. Any deductible under such policy shall not exceed \$10,000 for each occurrence.

(ii) Business automobile liability insurance with limits not less than \$1,000,000 for each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired automobiles, as applicable. Any deductible under such policy shall not exceed \$10,000 for each occurrence.

(iii) Workers' Compensation Insurance, including Employers' Liability, with limits not less than \$1,000,000 for each accident, covering all employees employed in or about the Access Easement Area to provide statutory benefits as required by the laws of the State of California.

(b) All insurance policies required hereunder shall (i) be written on an occurrence basis, (ii) name the other party, together with its officers, agents and employees, as additional insureds, (iii) specify that such policies are primary insurance to any other insurance available to the additional insureds with respect to any claims arising out of this Agreement and that insurance applies separately to each insured against whom claim is made or suit is brought, (iv) provide for severability of interests and that an act or omission of one of the named insureds which would void or otherwise reduce coverage shall not reduce or void the coverage as to any insured, (v) afford coverage for all claims based on acts, omissions, injury or damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period, and (vi) be endorsed to provide thirty (30) days prior written notice of cancellation, non-renewal or reduction in coverage to the other party.

(c) requested, a party shall deliver to the other party certificates of insurance in form and with insurers satisfactory to the requesting party, evidencing the coverages required hereunder, together with complete copies of the policies at such requesting party's request. If a party fails to procure such insurance, or to deliver such policies or certificates, the other party may procure, at its option, such insurance on such defaulting party's behalf, and the defaulting party shall pay the acting party for the cost thereof within five (5) days of the acting party's delivery of bills therefor.

(d) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general aggregate limit shall double the occurrence or claims limits specified above.

(e) A party's compliance with the provisions of this Section shall in no way relieve or decrease such party's indemnification obligations or other obligations under this Agreement. Each party shall be responsible, at its expense, for separately insuring its personal property.

(f) Notwithstanding anything to the contrary contained herein, each party hereby waives any right of recovery against the other party for any loss or damage sustained by such damaged party with respect to the Access Easement Area, whether or not such loss is caused by the fault or negligence of the other party, to the extent such loss or damage is covered by insurance that the damaged party is required to purchase under this Agreement or is otherwise actually recovered from valid and collectible insurance covering such damaged party. Each party agrees to obtain a waiver of subrogation endorsement from each insurance carrier issuing policies

relative to the Access Easement Area; provided, however, that failure to do so shall not affect the above waiver.

(g) College acknowledges that City maintains a program of self-insurance and agrees that City shall not be required to carry any insurance with respect to this Agreement; provided, however, that if any of City's successors or assigns under this Agreement is not a public entity, such non-public successor or assign shall carry the insurance specified in this Section. City assumes the risk of damage to any of its personal property, except for damage caused by College or its Agents.

8. Indemnity. City shall indemnify, defend, reimburse and hold harmless College from and against any and all Claims arising out of or relating to the activities of City or any City Agent in the Access Easement Area, except to the extent caused by the intentional acts or negligence of College or any College Agents or the failure of City to perform or comply with its obligations under this Agreement; provided, however, that City shall not be liable to College under any circumstances for any consequential, incidental or punitive damages. "Agents" shall mean a party's officers, agents, employees, representatives, trustees, contractors or invitees.

College shall indemnify, defend, reimburse and hold harmless City and City's Agents and each of them, from and against any and all Claims arising out of or relating to the use of the Access Easement Area by College or any College Agents, except to the extent caused by the intentional acts or negligence of City or any City Agents, except to the extent caused by the intentional acts or negligence of College or any College Agents or the failure of City to perform or comply with its obligations under this Agreement; provided, however, that College shall not be liable to City under any circumstances for any consequential, incidental or punitive damages.

The foregoing indemnities shall include, without limitation, reasonable attorneys', experts' and consultants' fees and costs, and shall survive any termination or extinguishment of this Agreement or the easements granted hereunder.

9. Notices. All notices, demand, consents or approvals given hereunder shall be in writing and shall be personally delivered, or sent by a nationally-recognized overnight courier service that provides next business day delivery services, provided that next business day service is requested, or by United States first-class mail, postage prepaid, to the following addresses (or any other address that a party designates by written notice delivered to the other party pursuant to the provisions of this Section):

If to City:

Rosanna S. Russell  
Real Estate Director  
San Francisco Public Utilities Commission  
1145 Market Street, 7<sup>th</sup> Floor  
San Francisco, CA 94102

with a copy to:

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

If to College:

Peter Goldstein  
Vice Chancellor of Finance and Administration  
San Francisco Community College District  
33 Gough Street  
San Francisco, CA 94103

with a copy to:

Deborah L. Miller  
Shute, Mihaly & Weinberger LLP  
396 Hayes Street  
San Francisco, CA 94102

10. Waiver of Claims. College covenants and agrees that City shall not be responsible for or liable to College for, and College hereby waives all rights against City and its Agents and releases City and its Agents from, any and all Claims relating to any injury, accident or death of any person or loss or damage to any property, in or about the Access Easement Area, from any cause whatsoever. Nothing herein shall relieve City from liability to the extent caused by the negligence or willful misconduct of City or its Agents or its failure to perform its obligations pursuant to this Agreement, but City shall not be liable under any circumstances for any consequential, incidental or punitive damages. City would not be willing to enter into this Agreement or transfer the Property to College in the absence of a waiver of liability for consequential or incidental damages due to the acts or omissions of City or its agents, and College expressly assumes the risk with respect thereto. Accordingly, as a material part of the consideration for this Agreement, College fully RELEASES, WAIVES AND DISCHARGES forever any and all Claims, and covenants not to sue, City or its Agents for any matters arising out of this Agreement or the Access Easement Area, except to the extent such Claims result from the negligence and willful misconduct of City or its Agents or the failure of City to perform or comply with its obligations under this Agreement. In connection with the foregoing release, College acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

College acknowledges that the releases contained herein include all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. College realizes and acknowledges that it has agreed to this Agreement in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect. The releases contained herein shall survive any termination or extinguishment of this Agreement or the easements granted hereunder.

11. Conversion of Accessway Into Public Road.

(a) City shall have the right, in its sole discretion, to cause the Accessway to become a road that is a part of City's street system (a "**Public Road**"). If City elects to exercise such right, City shall deliver at least sixty (60) days' prior written notice to College of such election (a "**Termination Notice**") and specifying the date the Accessway shall be accepted by City and dedicated as a Public Road. On or before such date, College shall (i) transfer fee title in the College Property Easement Area and all of its interest in the Access Easement Area and the Accessway to City, subject only to the title exceptions existing as of the date of this Agreement or otherwise agreed to in writing by City (each, a "**Permitted Exception**"), at no cost to City, provided that if City elects to obtain title insurance to insure such fee title interest or if City elects to cause the transfer to be handled through a private escrow holder, City shall pay the premium of such title insurance and the escrow costs, subject to College's obligation to remove, at its sole cost, any title exceptions it is required to remove pursuant to this Section, (ii) deliver any documents reasonably required by City to terminate the easement interests granted to College pursuant to this Agreement, (iii) cause any title exception that affects the College Property Easement Area or its interest in the Access Easement Area that is not a Permitted Exception to be removed from record title at College's sole cost, and (iv) duly execute, acknowledge and deliver



to City a quitclaim deed in substantially the form attached as Exhibit F to transfer fee title to the College Property Easement Area to City.

(b) The "**Acceptance Date**" shall mean the date that each of the following conditions is satisfied or waived by City: (i) all requirements, if any, specified in the Termination Notice are satisfied or waived by City; (ii) College has performed its obligations under this Section; (iii) each of City's Board of Supervisors and Mayor finally approves of the ordinance that accepts the Accessway as a Public Road and any appeal period for such approval has lapsed; (iv) a City engineer issues a certification that the Accessway has been completed in compliance with this Agreement and that all construction and maintenance costs for the Accessway accrued as of such date have been paid; and (v) City causes a "Notice of Completion and Acceptance" for the Accessway to be recorded in the Official Records of San Francisco County. Neither any City reviews pursuant Section 2(e) nor City's issuance of a Construction Approval Notice shall be deemed to affect, or be a waiver of, any additional review or inspection that City elects to perform in determining whether to accept the Accessway as a Public Road.

(c) As of the Acceptance Date, College shall be released from its Accessway maintenance and repair obligations under Section 5(a) above; provided, however, that if the Acceptance Date occurs during the Maintenance Bond Period, College shall continue to maintain the Maintenance Bond for the remainder of the Maintenance Bond Period. College acknowledges that City's acceptance of the Accessway as a Public Road and the termination of College's Accessway maintenance obligations under Section 5(a) above shall be sufficient consideration for the termination of College's interest in the Access Easement Area and the Accessway and transfer of fee title in the College Property Easement Area to City.

12. Run with the Land; Exclusive Benefit of Parties. The rights and obligations set forth herein shall run with the land and shall bind and inure to the benefit of the successors and assigns of the parties hereto. This Agreement is for the exclusive benefit of College and City and their respective successors and assigns and not for the benefit of, nor give rise to any claim or cause of action by, any other party. This Agreement shall not be deemed a dedication of any portion of the Access Easement Area to or for the benefit of the general public.

13. Proprietary Capacity. College understands and agrees that City is entering into this Agreement in its proprietary capacity and not as a regulatory agency with certain police powers. Notwithstanding anything to the contrary herein, no approval by City of the Plans, or any other plans submitted by College to City for City's approval pursuant to this Agreement nor any other approvals by City hereunder shall be deemed to constitute approval of City acting in its regulatory capacity or any governmental or regulatory authority with jurisdiction over the Access Easement Area.

14. As Is Condition. COLLEGE ACCEPTS THE ACCESS EASEMENT AREA IN ITS "AS IS" CONDITION, AND ACKNOWLEDGES AND AGREES THAT NEITHER CITY NOR ANY OF ITS AGENTS HAVE MADE, AND CITY HEREBY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE ACCESS EASEMENT AREA. CITY ACCEPTS THE ACCESS EASEMENT AREA IN ITS "AS IS" CONDITION, AND ACKNOWLEDGES AND AGREES THAT NEITHER COLLEGE NOR ANY OF ITS AGENTS HAVE MADE, AND COLLEGE HEREBY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE ACCESS EASEMENT AREA. Without limiting the foregoing, this Agreement is made subject to all applicable laws, rules and ordinances governing the use of the Access Easement Area, and to any and all covenants, conditions, restrictions, easements, encumbrances, claims of title and other title matters affecting the Access Easement Area, whether foreseen or unforeseen, and whether such matters are of record or would be disclosed by an accurate inspection or survey. It is each party's sole obligation to conduct an independent investigation of the Access Easement Area and all matters relating to its use hereunder, including, without limitation, the suitability of

the Access Easement Area for such uses. Each party, at its own expense, shall obtain such permission or other approvals from any third parties with existing rights as may be necessary for such party to make use of the Access Easement Area in the manner contemplated hereby.

15. No Liens, Encumbrances or Signs. Each party shall keep the Access Easement Area free from liens arising out of any work performed, material furnished or obligations incurred such party, and College shall keep the College Property Easement Area free from any liens or encumbrances. Neither party shall place, erect or maintain any sign, advertisement, banner or similar object on or about the Access Easement Area without first obtaining the other party's written consent, which shall not be unreasonably withheld provided that such proposed item is necessary to manage the flow of vehicular, bicycle and pedestrian use of the Accessway.

16. Possessory Interest Taxes. College recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that College may be subject to the payment of property taxes levied on such interest under applicable law. College agrees to pay taxes of any kind, including possessory interest taxes, if any, that may be lawfully assessed on College's interest under this Agreement or use of the Access Easement Area pursuant hereto and to pay any other taxes, excises, licenses, permit charges or assessments based on College's usage of the Access Easement Area that may be imposed upon College by applicable law. College shall pay all of such charges when they become due and payable and before delinquency.

17. Prevailing Wages. City and College agree that the provisions of Section 6.22(E) of the San Francisco Administrative Code, as such provisions may be amended from time to time, shall be incorporated by this reference in this Agreement to the extent applicable. Any person performing labor for the Easement Work (as defined below) shall be paid not less than the highest prevailing rate of wages as required by Section 6.22(E) of the San Francisco Administrative Code, shall be subject to the same hours and working conditions, and shall receive the same benefits as in each case are provided for similar work performed in San Francisco, California. Each party shall include, in any contract for any Easement Work, a requirement that all persons performing labor under such contract shall be paid not less than the highest prevailing rate of wages for the labor so performed. Each party shall further require that any contractor performing any of the Easement Work shall provide, and shall deliver to City upon request, certified payroll reports with respect to all persons performing labor in the construction of any Easement Work.

"Easement Work" shall mean the construction of the Accessway or any other improvements to the Access Easement Area pursuant to this Agreement or in the maintenance, repair, or replacement of the Accessway or such other improvements.

18. Covenant Not to Discriminate. Each of College and City covenants and agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, weight, height or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status) against any employee or, any employee working with, or applicant for employment with, such party in any of such party's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by either party.

19. General Provisions. (a) This Agreement may be amended or modified only by a writing signed by City and College and recorded in the Official Records of the City and County of San Francisco. (b) No waiver by any party of any of the provisions of this Agreement shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. (c) This Agreement contains the entire agreement between the parties with respect to the matters set forth herein and all prior negotiations, discussions, understandings and agreements are merged herein. (d) This Agreement


shall be governed by California law and City's Charter. (e) If either party commences an action against the other or a dispute arises under this Agreement, the prevailing party shall be entitled to recover from the other reasonable attorneys' fees and costs. For purposes hereof, reasonable attorneys' fees shall be based on the fees regularly charged by private attorneys in City with comparable experience, notwithstanding City's or College's use of its own attorneys. (f) This Agreement does not create a partnership or joint venture between City and College as to any activity conducted by College on, in or relating to the Access Easement Area. (g) City's obligations hereunder are contingent upon approval of this instrument by City's Public Utilities Commission and the City's Board of Supervisors and Mayor, each in their respective sole discretion, and the easements granted hereunder and this Agreement shall be null and void if such approval is not obtained, and College's obligations hereunder are contingent upon approval of this instrument by the College's Board of Trustees, in its sole discretion, and the easements granted hereunder and this Agreement shall be null and void if such approval is not obtained. (h) Time is of the essence of this Agreement and each party's performance of its obligations hereunder. (i) All representations, warranties, waivers, releases, and indemnities given or made in this Agreement shall survive the termination of this Agreement or the extinguishment of the easements granted hereunder. (j) If any provision of this Agreement is deemed invalid by a judgment or court order, such invalid provision shall not affect any other provision of this Agreement, and the remaining portions of this Agreement shall continue in full force and effect, unless enforcement of this Agreement as partially invalidated would be unreasonable or grossly inequitable under all of the circumstances or would frustrate the purpose of this Agreement. (k) All section and subsection titles are included only for convenience of reference and shall be disregarded in the construction and interpretation of the Agreement. (l) College represents and warrants to City that the execution and delivery of this Agreement by College and the person signing on behalf of College below has been duly authorized, and City represents and warrants to College that the execution and delivery of this Agreement by City and the person signing on behalf of City below has been duly authorized.

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**COLLEGE:**


**SAN FRANCISCO COMMUNITY COLLEGE DISTRICT**, an institution of higher education organized under the State of California Education Code

By:   
Peter Goldstein  
Vice Chancellor of Finance and Administration

Date: 4/20/12

APPROVED AS TO FORM:

SHUTE, MIHALY & WEINBERGER LLP

By:   
Deborah L. Miller

**CITY:**

**CITY AND COUNTY OF SAN FRANCISCO**,  
a municipal corporation

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

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

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: \_\_\_\_\_  
Carol Wong, Deputy City Attorney



IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**COLLEGE:**

**SAN FRANCISCO COMMUNITY COLLEGE DISTRICT**, an institution of higher education organized under the State of California Education Code

By: \_\_\_\_\_  
Peter Goldstein  
Vice Chancellor of Finance and Administration

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

APPROVED AS TO FORM:

SHUTE, MIHALY & WEINBERGER LLP

By: \_\_\_\_\_  
Deborah L. Miller

**CITY:**

**CITY AND COUNTY OF SAN FRANCISCO**,  
a municipal corporation

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

Date: 4/27/2012

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: \_\_\_\_\_  
Carol Wong, Deputy City Attorney

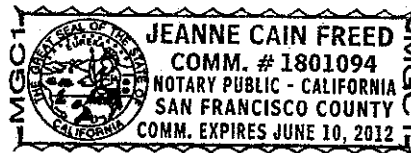
State of California )  
County of San Francisco )

On April 20, 2012, before me, Jeanne Cain Freed, Notary Public, personally appeared Peter Goldstein, 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 Jeanne Cain Freed (Seal)



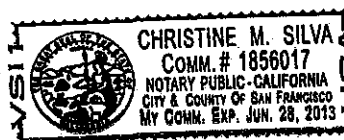
State of California           )  
  )  
County of San Francisco    )

On April 27<sup>th</sup>, 2012, before me, CHRISTINE M. SILVA, a notary public in and for said State, personally appeared JOHN UPDIKE, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 *Christine M. Silva* (Seal)



## Exhibit A

### Legal Description of City Property

All that real property situate in the City and County of San Francisco, State of California, described as follows:

A portion of that certain tract described as Parcel 22 in that certain deed from the Spring Valley Water Company, a Corporation, to the City and County of San Francisco, a Municipal Corporation, recorded March 3, 1930, in Book 2002 at page 1, Official Records of the City and County of San Francisco, also being a portion of that certain parcel described in that certain deed from the City and County of San Francisco to the San Francisco Community College District, recorded October 15, 1992 in Book F-734, page 746, Official Records, more particularly described as follows:

**BEGINNING** at a point on the southerly line of that certain parcel described in that certain deed from the City and County of San Francisco, to the Roman Catholic Archbishop of San Francisco, recorded July 28, 1947, in Book 4661 at page 278, Official Records, from which the southeasterly corner of said Parcel bears North 89°36'00" East, 366.02 feet distant; said corner also being on the westerly line of Phelan Avenue, (78.403 feet wide), as now established and shown on that certain map entitled "Map Showing the Widening of Phelan Avenue & Ocean Avenue from Ocean Avenue to Judson Avenue" filed February 15, 1954 in Book R of Maps at page 56, Official Records; thence westerly along said southerly line of said parcel

1. South 89° 36' 00" West 656.18 feet, to the southwest corner of said parcel, said corner also being the northwest corner of said Parcel 22; thence southerly along the westerly line of last said Parcel
2. South 00°24' 00" East, 1078.75 feet to a point, from which the southwest corner of said Parcel 22, said point also being on the northerly line of Ocean Avenue (80.00 feet wide), bears South 00°24'00" East, 155.32 feet distant; thence leaving the line of said Parcel 22 and along the southerly line of said parcel described in said deed from the City and County of San Francisco to the San Francisco Community College District
3. South 75°22'33" East 584.33 feet; thence
4. North 14°38'04" East 13.86 feet; thence
5. North 89°01'17" East 94.17 feet to a point westerly 366.02 feet perpendicularly distant from the westerly line of said Phelan Avenue; thence leaving said southerly line along a line parallel with and westerly 366.02 feet perpendicularly distant from said westerly line of Phelan Avenue
6. North 00°40'45" West 1215.91 feet to the **POINT OF BEGINNING.**

Being a portion of Assessor's Block 3180, lot 1

Containing an area of 17.60 acres, more or less.



## **Exhibit B**

### **Legal Description of College Property**

All that real property situate in the City and County of San Francisco, State of California, described as follows:

A portion of that certain tract described as Parcel 22 in that certain deed from the Spring Valley Water Company, a Corporation, to the City and County of San Francisco, a Municipal Corporation, recorded March 3, 1930, in Book 2002 at page 1, Official Records of the City and County of San Francisco, also being a portion of that certain parcel described in that certain deed from the City and County of San Francisco to the San Francisco Community College District, recorded October 15, 1992 in Book F-734, page 746, Official Records, more particularly described as follows:

**BEGINNING** at the southeast corner of that certain parcel described in that certain deed from the City and County of San Francisco, to the Roman Catholic Archbishop of San Francisco, recorded July 28, 1947, in Book 4661 at page 278, Official Records, said corner also being on the westerly line of Phelan Avenue, (78.403 feet wide), as now established and shown on that certain map entitled "Map Showing the Widening of Phelan Avenue & Ocean Avenue from Ocean Avenue to Judson Avenue" filed February 15, 1954 in Book R of Maps at page 56, Official Records; thence westerly along the southerly line of said parcel South 89° 36' 00" West 366.02 feet, more or less, to a point westerly 366.02 feet perpendicularly distant from said westerly line of Phelan Avenue; thence leaving said southerly line along a line parallel with and westerly 366.02 feet perpendicularly distant from the westerly line of Phelan Avenue

1. South 00°40'45" East 1215.91 feet to the southerly line of that parcel described in that certain deed from the City and County of San Francisco to the San Francisco Community College District, recorded October 15, 1992 in Book F-734, page 746, Official Records; thence along said southerly line
2. North 89°01'17" East 148.03 feet; thence leaving said southerly line,
3. South 00°58'43" East, 58.00 feet; thence
4. North 89°01'17" East 217.67 feet to said westerly line of Phelan Avenue; thence northerly along said westerly line
5. North 00°40'45" West 1270.21 feet to the **POINT OF BEGINNING.**

Being a portion of Assessor's Block 3180, lot 1

Containing an area of 10.49 acres, more or less

**Exhibit C**

**City Property Easement Area**

[see attached]

## LEGAL DESCRIPTION FOR ROAD EASEMENT

All that real property situated in the City and County of San Francisco, State of California.

A portion of that certain tract described as Parcel 22 in that certain deed from the Spring Valley Water Company, a Corporation, to the City and County of San Francisco, a Municipal Corporation, recorded March 3, 1930, in Book 2002 at page 1, Official Records of the City and County of San Francisco, more particularly described as follows:

An **EASEMENT** for road access purposes over a strip of land, fifty (50) feet wide, the easterly line of which is described as follows:

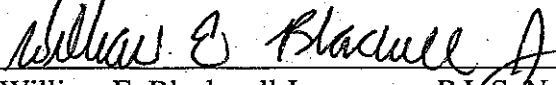
**COMMENCING** at the southeast corner of that certain parcel described in that certain deed from the City and County of San Francisco, to the Roman Catholic Archbishop of San Francisco, recorded July 28, 1947, in Book 4661 at page 278, Official Records, said corner also being on the westerly of Phelan Avenue, (78.403 feet wide), as now established and shown on that certain map entitled "Map Showing the Widening of Phelan Avenue & Ocean Avenue from Ocean Avenue to Judson Avenue" filed February 15, 1954 in Book R of Maps at page 56, Official Records; thence westerly along the southerly line of said parcel South  $89^{\circ} 36' 00''$  West 366.02 feet, more or less, to a point westerly 366.02 feet perpendicularly distant from said westerly line of Phelan Avenue, said point being the **TRUE POINT OF BEGINNING**; thence leaving said southerly line along a line parallel with and westerly 366.02 feet perpendicularly distant from the westerly line of Phelan Avenue South  $00^{\circ} 40' 45''$  East 1215.91 feet to the southern line of that parcel quitclaimed to the San Francisco Community College District, from the City and County of San Francisco, described in that exchange deed recorded October 15, 1992 in Reel F734 at Image 746, Official Records of the City and County of San Francisco.

Being a portion of Assessor's Block 3180, Lot 190

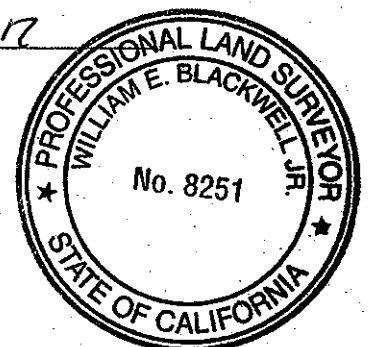
Containing an area of 1.40 acres (60,808 square feet), more or less

The Basis of Bearing for this parcel is the westerly line of the Spring Valley Water Company Parcel as said parcel is shown on that certain map entitled "Map of Westwood Park" filed in Book H of Maps, at pages 65-71, inclusive, Official records of the City and County of San Francisco, taken as South  $00^{\circ} 24' 00''$  East.

This real property description was prepared by me, or under my direction in conformance with the Land Surveyors Act.

  
William E. Blackwell Jr. P.L.S. No. 8251  
Survey Associate  
City and County of San Francisco, Ca.

4/24/2012  
Dated



**Exhibit D**

**College Property Easement Area**

[see attached]



**LEGAL DESCRIPTION**  
**FOR**  
**ROAD EASEMENT**

All that real property situated in the City and County of San Francisco, State of California.

A portion of that certain tract described as Parcel 22 in that certain deed from the Spring Valley Water Company, a Corporation, to the City and County of San Francisco, a Municipal Corporation, recorded March 3, 1930, in Book 2002 at page 1, Official Records of the City and County of San Francisco, described as follows:

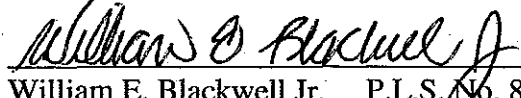
An **EASEMENT** for road access purposes over a strip of land, sixty (60) feet wide, the northerly line of which is described as follows:

**BEGINNING** at the southeast corner of that certain parcel described in that certain deed from the City and County of San Francisco, to the Roman Catholic Archbishop of San Francisco, recorded July 28, 1947, in Book 4661 at page 278, Official Records, said corner also being on the westerly of Phelan Avenue, (78.403 feet wide), as now established and shown on that certain map entitled "Map Showing the Widening of Phelan Avenue & Ocean Avenue from Ocean Avenue to Judson Avenue" filed February 15, 1954 in Book R of Maps at page 56, Official Records; thence westerly along the southerly line of said parcel South 89° 36' 00" West 366.02 feet, more or less, to a point westerly 366.02 feet perpendicularly distant from said westerly line of Phelan Avenue.

Being a portion of Assessor's Block 3180, Lot 191.

Containing an area of 0.50 acres (21,953 square feet), more or less. The Basis of Bearing for this parcel is the westerly line of the Spring Valley Water Company Parcel as said parcel is shown on that certain map entitled "Map of Westwood Park" filed in Book H of Maps, at pages 65-71, inclusive, Official records of the City and County of San Francisco, taken as South 00°24'00" East.

This real property description was prepared by me, or under my direction in conformance with the Land Surveyors Act.

  
William E. Blackwell Jr. P.L.S. No. 8251  
Survey Associate  
City and County of San Francisco, Ca.

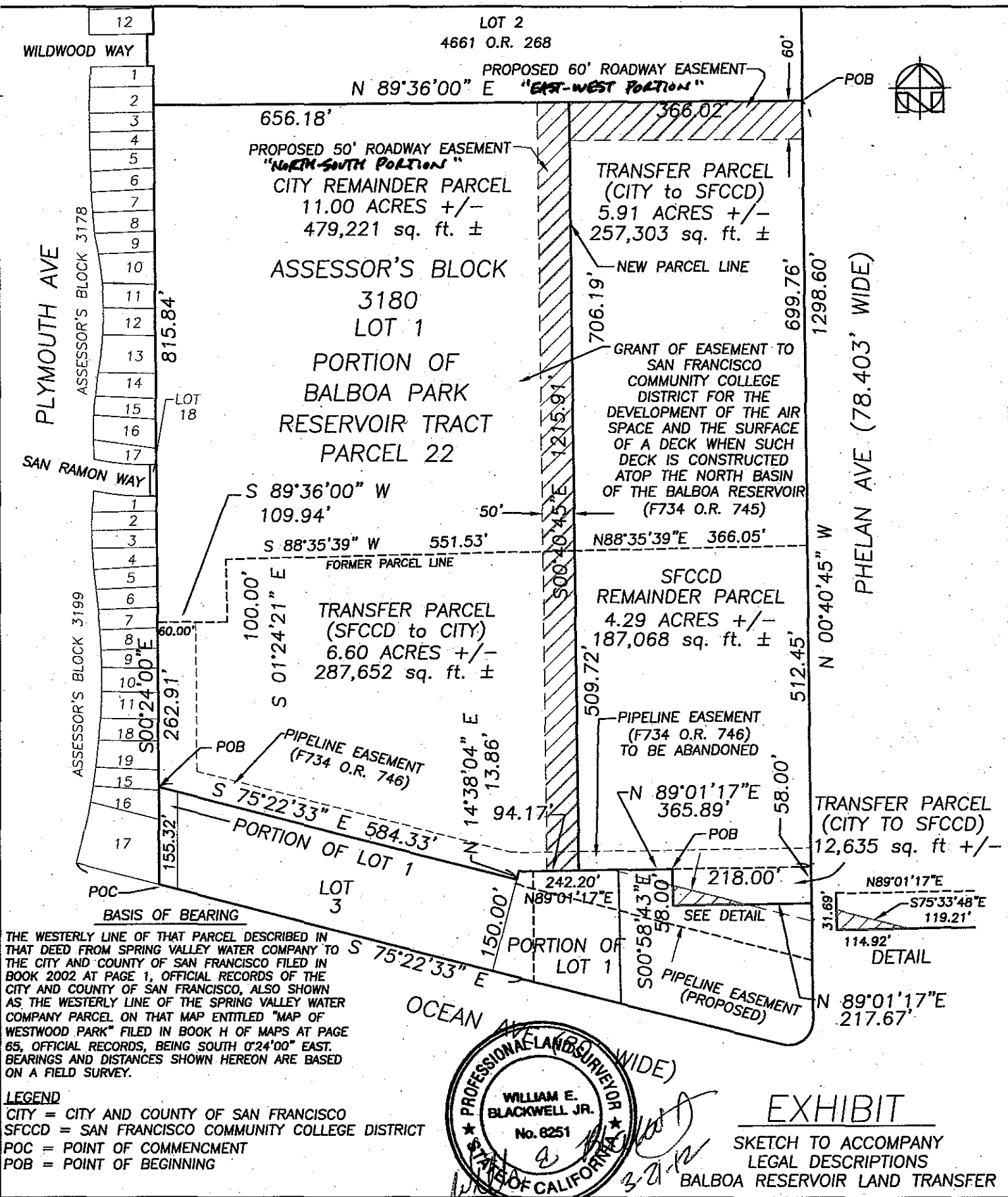
4-24-2012  
Dated



**Exhibit E**

**Depiction of Accessway**

[see attached]



BY wb jr CHKD. DATE 01/18/2012 SCALE 1" = 200' SHEET 6 of 6 JOB NO. 2012-03

CITY AND COUNTY OF SAN FRANCISCO  
DEPARTMENT OF PUBLIC WORKS  
BUREAU OF STREET USE AND MAPPING

875 STEVENSON STREET Rm 410  
SAN FRANCISCO, CA. 94103  
(415) 554-5833

**Exhibit F**

**Quitclaim 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, CA 94102

Documentary Transfer Tax of \$0 based on  
full value of the property conveyed

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

**QUITCLAIM DEED**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, SAN FRANCISCO COMMUNITY COLLEGE DISTRICT, an institution of higher education organized under the State of California Education Code ("Grantor"), hereby RELEASES, REMISES AND QUITCLAIMS to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, any and all right, title and interest Grantor may have in and to the real property located in the City and County of San Francisco, State of California, described on the attached Exhibit A.

Executed as of \_\_\_\_\_.

SAN FRANCISCO COMMUNITY COLLEGE DISTRICT,  
an institution of higher education organized under the State  
of California Education Code

By: \_\_\_\_\_  
Peter Goldstein  
Its: Vice Chancellor of Finance and Administration

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

APPROVED AS TO FORM:

SHUTE, MIHALY & WEINBERGER LLP

By: \_\_\_\_\_  
Deborah L. Miller

State of California        )  
                                      ) ss  
County of San Francisco    )

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

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

WITNESS my hand and official seal.

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

## CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed dated \_\_\_\_\_ from the first part 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 the grantee consents to recordation thereof by its duly authorized officer.

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

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

## **EXHIBIT A**

### **Legal Description of Property**