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Free Recording Requested Pursuant to  
California Government Code Section 27383

Recording requested by and  
when recorded mail to:

City and County of San Francisco  
San Francisco Municipal Transportation Agency  
Real Estate Section  
1 South Van Ness, 8<sup>th</sup> Floor  
San Francisco, CA 94103  
Attn: Senior Manager

San Francisco Assessor-Recorder  
Carmen Chu, Assessor-Recorder  
DOC- 2013-J671137-00

Acct 25-NO CHARGE DOCUMENT  
Thursday, MAY 30, 2013 08:00:00  
Ttl Pd \$0.00 Rcpt # 0004697088  
REEL K907 IMAGE 0160  
ear/GG/1-13

with a copy to:

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

The undersigned hereby declares this instrument to  
be exempt from Documentary Transfer Tax  
(California Revenue & Taxation Code § 11922 and  
SF Business and Tax Regulations Code § 1105)

0130-001

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

EASEMENT DEED  
(Portion of APN 0130-001)

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, (i) BEVERLY C. SASSUS, AS CO-TRUSTEE OF THE BEVERLY C. SASSUS REVOCABLE TRUST UTD APRIL 7, 1993, AS AMENDED AND RESTATED; (ii) JACQUELINE MARTIN AS CO-TRUSTEE OF THE BEVERLY C. SASSUS TRUST UTD APRIL 7, 1993, AS AMENDED AND RESTATED; (iii) JACQUELINE MARTIN AS TRUSTEE OF THE BEVERLY SASSUS ANNUITY TRUST #1 DATED DECEMBER 27, 2012; (iv) JACQUELINE MARTIN AS TRUSTEE OF THE BEVERLY SASSUS ANNUITY TRUST #2 DATED DECEMBER 27, 2012; (v) JACQUELINE MARTIN AS TRUSTEE OF THE JACQUELINE M. MARTIN TRUST DATED DECEMBER 19, 2012; (vi) YVETTE L. SCANNELL, TRUSTEE OF THE YVETTE L. SCANNELL TRUST DATED DECEMBER 19, 2012; AND (vii) PAUL E. SASSUS TRUSTEE, TRUSTEE OF THE PAUL E. SASSUS TRUST, DATED DECEMBER 19, 2012, (collectively, "Grantor"), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City"), a subsurface easement ("Easement") in, across, and through Grantor's real property, which is located in San Francisco, California, and described in attached Exhibit A (the "Grantor Property"), in the location described in attached Exhibit B and depicted approximately on attached Exhibit C (the "Easement Area").

1. Nature of Easement. The Easement is a perpetual, exclusive easement in gross for the purposes of constructing, reconstructing, removing, accessing, replacing, maintaining, repairing, operating, inspecting and using, as City may see fit, one or more subway tunnels, with all related improvements, equipment, fixtures, and personal property necessary for the construction and operation of such subway tunnels, in and through the Easement Area, and all activities related to

the construction, operation, maintenance, repair and replacement of railroad tracks and related improvements, fixtures and personal property within such subway tunnel or tunnels (collectively, the "**Easement Activities**"). City's rights under this Easement Deed and the Easement Activities may be exercised by its agents, contractors, subcontractors, suppliers, consultants, employees, licensees, invitees, or representatives, or by other authorized persons acting for or on behalf of City (collectively, the "**City Agents**").

2. Restrictions on Use of Grantor Property. Grantor reserves the right to use the remainder of the Grantor Property for any and all use, but excluding any use, activity or improvement (each, an "**Interfering Use**") that interferes with the Easement Activities, City's use and enjoyment of the Easement Area or with City's exercise of its rights under this Easement Deed, or poses a risk of damage to any of the subway tunnels or other improvements constructed or installed in the Easement Area (collectively, the "**Easement Improvements**"). Grantor covenants that it shall not undertake nor permit the performance of any Interfering Use at, on or under the Grantor Property. Grantor acknowledges that Interfering Uses include, but are not limited to, the following:

(a) Taking or permitting any activity or use that would or reasonably could result in horizontal or vertical pressure in excess of five hundred (500) pounds per square foot (psf) at any point along the perimeter (horizontal and vertical) of the Easement Area, including, but not limited to, pressure caused by construction activities, dewatering activities, or loads transmitted from any structures or other improvements.

(b) Taking or permitting any activity or use that would or reasonably could result in a ground deformation in excess of one (1) inch or a differential movement in excess of one (1) inch over one hundred (100) feet at any point along the perimeter (horizontal and vertical) of the Easement Area.

(c) Operating or permitting the operation of any equipment, personal property, fixtures or any other items, or conducting any activity, that would or could reasonably result in a peak particle velocity in excess of one-half (0.5) inch per second at any point along the perimeter (horizontal and vertical) of the Easement Area.

(d) Entering, occupying, or using the Easement Area in any way, including, but not limited to, placing improvements in the Easement Area.

3. Activities Requiring Prior Notice. Grantor shall deliver at least sixty (60) days' prior written notice to City before commencing the construction or installation of any new structure or improvement of any kind or character, or the repair, alteration or modification to any existing structure or improvement, in any subsurface portion of the remaining Grantor Property (+52.2 feet CCSF Datum) that could reasonably be expected to be an Interfering Use or that would require a building permit, together with any plans, specifications or drawings for such proposed activity and an engineering analysis prepared by a Professional Engineer licensed by the State of California that explains why such activity will not be an Interfering Use and summarizes the work to be done and, if applicable, the instrumentation and monitoring review plans for such activity.

4. 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: City and County of San Francisco  
San Francisco Municipal Transportation Agency  
Real Estate Section  
1 South Van Ness Avenue, 8<sup>th</sup> Floor  
San Francisco, CA 94103  
Attn: Senior Manager

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 Grantor: Beverly C. Sassus Revocable Trust  
Attn: Beverly C. Sassus  
175 Manor Drive  
San Francisco CA 94127

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

6. Attorneys' Fees. In the event of any action, proceeding, controversy, claim, or dispute concerning the interpretation or enforcement of this Easement Deed or the rights granted herein or obligations created hereby, the prevailing party shall be entitled to recover from the other party the prevailing party's reasonable attorneys' fees, costs and expenses. For purposes of this Easement Deed, reasonable attorneys' fees of the City's Office of the City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the City Attorney's services were rendered who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney.

7. General Provisions. (a) All section and subsection titles are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Easement Deed. (b) This Easement Deed may be executed in counterparts, each of which shall be an original, but all counterparts shall constitute one instrument. (c) This Agreement shall be construed and enforced in accordance with the laws of the State of California.

[SIGNATURES ON FOLLOWING PAGE]

EXECUTED as of May 10, 2013.

GRANTOR:

Beverly C. Sassus Co-Trustee

Beverly C. Sassus, Co-Trustee of the  
Beverly C. Sassus Trust u/t/d April 7, 1993, as amended  
and restated

Jacqueline Martin

Jacqueline Martin  
Co-Trustee of the Beverly C. Sassus Trust u/t/d April 7,  
1993, as amended and restated

Trustee of the Beverly Sassus Annuity Trust #1 dated  
December 27, 2012

Trustee of the Beverly Sassus Annuity Trust #2 dated  
December 27, 2012

Trustee of the Jacqueline M. Martin Trust dated December  
19, 2012

Yvette L. Scannell

Yvette L. Scannell, Trustee of the Yvette L. Scannell Trust  
dated December 19, 2012

Paul E. Sassus

Paul E. Sassus Trustee, Trustee of the Paul E. Sassus Trust,  
dated December 19, 2012

Paul E. Sassus

State of California

County of San Francisco

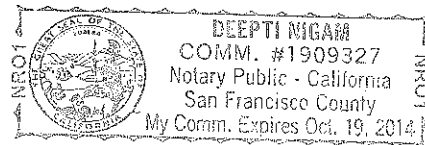
)  
) ss  
)

On <sup>05 -</sup> 106-2013 / 6th May, 2013, before me, DEEPTI NIGAM, a notary public in and for said State, personally appeared BEVERLY C. SASSUS, 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 Deepti Nigam

(Seal)

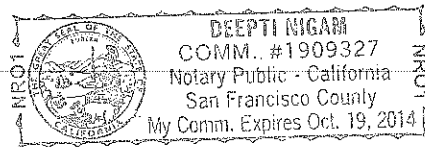


State of California )  
 ) ss  
County of San Francisco )

On 05-06-13, before me, DEEPTI NIGAM, a notary public in and for said State, personally appeared JACQUELINE MARTIN, 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 Deepti Nigam (Seal)

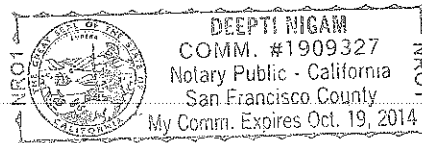


State of California )  
 ) ss  
County of San Francisco )

On 05-06-13, before me, DEEPTI NIGAM, a notary public in and for said State, personally appeared YVETTE L. SCANNELL, 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 Deepti Nigam (Seal)



State of California            )  
  ) ss  
County of San Francisco        )

On MAY 9 2013, before me, GLEN MILES, a notary public in and for said State, personally appeared PAUL EDWARD SASSUS, 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 *Glen Miles*

(Seal)





CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the foregoing Easement Deed to the City and County of San Francisco, a municipal corporation, is hereby accepted pursuant to Resolution No. 10-024 of the Municipal Transportation Agency Board of the City and County of San Francisco, approved February 26, 2010, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: 2-28-2013

By:   
Edward D. Reiskin  
Director of Transportation, SFMTA

Dated: 3-5-2013

By:   
John Updike  
Director of Property

**Exhibit A**

**Legal Description of Grantor Property**

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

Commencing at a point formed by the intersection of the Southerly line of Green Street with the Westerly line of Stockton Street; and running thence Southerly along said line of Stockton Street 70 feet and 11-1/4 inches; thence at a right angle Westerly 80 feet; thence at a right angle Northerly 70 feet and 11-1/4 inches to the Southerly line of Green Street; and thence at a right angle Easterly along said line of Green Street 80 feet to the point of commencement.

Being a portion of 50 Vara Lot No. 236.

APN: 0130-001

**EXHIBIT "B"**

**LEGAL DESCRIPTION**

**For a portion of Assessor's Block 0130, Lot 001**

All that certain real property situate in the City and County of San Francisco, State of California, being a vertical portion of a parcel of land, said parcel being a portion of the land described as Parcel Four in that deed recorded on April 16, 1993 in Reel F859 at Image 0371, Official Records of the Assessor-Recorder of the City and County of San Francisco, the upper elevation being defined by a plane of 52.20 feet, City of San Francisco Datum (intended to be 30.00 feet below existing ground surface) and the lower elevation defined by the center of the earth, said property more particularly described as follows:

Beginning at the intersection of the westerly line of Stockton Street with the southerly line of Green Street;  
thence westerly 20.41 feet along last said southerly line;  
thence southeasterly 73.86 feet to the most southeasterly corner of said Parcel Four, also being a point on said westerly line of Stockton Street;  
thence northerly 70.98 feet along last said westerly line to the point of beginning.

Being a portion of 50 Vara Block No. 130  
APN: 0130-001

Exhibit "C" is attached hereto and made a part hereof.



Bruce R. Storrs, PLS 6914  
San Francisco City and County Surveyor  
License expires 9/30/2013



**Exhibit C**

**Depiction of Easement Area**

[See Attached]

GREEN STREET (68' WIDE)



POB

LOT 40  
F859 OR 0371  
(PARCEL ONE)

70.98'

ASSESSOR'S  
BLOCK  
0130  
LOT 1  
LANDS OF SASSUS

F859 OR 0371  
(PARCEL FOUR)

UE= 52.20'  
LE= CENTER OF EARTH

59.59'

20.41'

73.86'

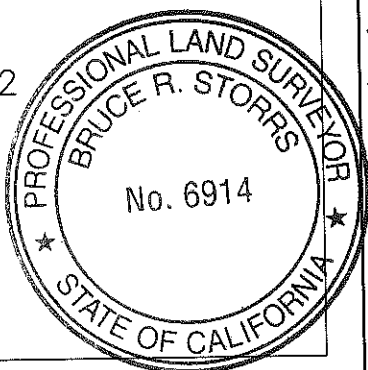
70.98'

STOCKTON STREET (67.96' WIDE)

LOT 40  
F859 OR 0371  
(PARCEL TWO)

80.00'

LOT 2



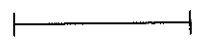
**LEGEND**

- EASEMENT BOUNDARY LINE
- LOT LINE
- BOUNDARY LINE
- POB -- POINT OF BEGINNING
- UE -- UPPER ELEVATION
- LE -- LOWER ELEVATION

**NOTE**

THIS PLAT FOR APPRAISAL PURPOSES ONLY - NOT FOR CONVEYANCE.

1:20



SCALE

CARD ALLEY (11.19' WIDE)

CITY AND COUNTY OF SAN FRANCISCO,  
STATE OF CALIFORNIA

DEPARTMENT OF PUBLIC WORKS  
BUREAU OF STREET USE AND MAPPING  
DIVISION OF SURVEYS  
PHONE: 415.554.5827  
FAX: 415.554.5324



**EXHIBIT 'B'**  
MUNICIPAL TRANSPORTATION AUTHORITY  
CENTRAL SUBWAY EASEMENT PARCEL  
AB 0130 LOT 001

MAY 2009