

**AGREEMENT TO QUITCLAIM RIGHTS OF WAY FOR PORTIONS OF
SOUTH AIRPORT BOULEVARD AND SAN BRUNO AVENUE AND TO
ASSIGN AND TERMINATE SIGNAL MAINTENANCE AGREEMENTS**

This **AGREEMENT TO QUITCLAIM RIGHTS OF WAY FOR PORTIONS OF SOUTH AIRPORT BOULEVARD AND SAN BRUNO AVENUE AND TO ASSIGN AND TERMINATE SIGNAL MAINTENANCE AGREEMENTS** (this "**Agreement**") is entered into as of the 6 day of May, 2025 (the "**Reference Date**") by and between the City and County of San Francisco ("**City**"), acting by and through its Airport Commission ("**Airport Commission**"), and the County of San Mateo ("**County**"), both of which are municipal corporations and political subdivisions of the State of California. The City and County are each a "**Party**" and collectively referred to in this Agreement as the "**Parties**."

RECITALS

A. City, acting by and through the Commission, owns and operates the San Francisco International Airport (the "**Airport**"), which is partially located within an unincorporated area of the County of San Mateo, State of California, and the chief executive officer of which is the Airport Director ("**Airport Director**").

B. County holds the following rights of way interests over property owned in fee by City, such property being commonly known as County Assessor's Parcel Number 092-020-140: (i), a right-of-way of up to approximately 60 feet in width over and across certain property owned by City leading directly to the Airport from California State Highway 101, commonly referred to as San Bruno Avenue, as further described on Exhibit A and shown on Exhibit B to this Agreement (the "**San Bruno Avenue Right of Way**"), such real property easement interest having been conveyed to County from Mills Estate Incorporated, as grantor, by that certain deed dated April 14, 1927, by Mills Estate Incorporated ("**Mills Estate**"), and recorded in the San Mateo County Recorder's Office on May 23, 1928 at Book 355, Page 241 and (ii) a right of way of approximately 125 feet in width over and across certain property owned by City running parallel to the Airport running northwest towards the southern boundary of the City of South San Francisco, commonly referred to as South Airport Boulevard, as further described as Parcel 1 on Exhibit A and shown on Exhibit B attached to this Agreement (the "**South Airport Boulevard Right of Way**"), such real property easement interest having been conveyed to County by the California Highway Commission, as grantor, by that certain Relinquishment of Superseded State Highway dated January 26, 1948, and recorded in the San Mateo County Recorder's Office on February 10, 1948, at Book 1447, Page 341. The San Bruno Avenue Right of Way and South Airport Boulevard Right of Way are collectively referred to as the "**County Rights of Way**."

C. Mills Estate conveyed to City its fee simple interest in and to the real property underlying and subject to the County Rights of Way, by an instrument dated August 16, 1930 and recorded in the Recorder's Office of the County on September 4, 1930, in Book 559 of Official Records, Page 1.

D. In connection with the construction, maintenance, and operation of San Bruno Avenue, County installed certain traffic signals and associated highway lighting facilities at the following two intersections on, about, and along the San Bruno Avenue Right of Way and the South Airport Boulevard Avenue Right of Way (as applicable): (i) the intersection of South Airport Boulevard and San Bruno Avenue East (the "**San Bruno Avenue Signals**") and (ii) the intersection of South Airport Boulevard and San Francisco Parking Lot "DD" (the "**Parking Lot DD Signals**"). The San Bruno Avenue Signals and Parking Lot DD Signals are collectively referred to as the "**South Airport Boulevard Signal Facilities**."

E. On June 12, 1973, County and United Airlines, Inc. ("**United**") entered into that certain Agreement for Maintenance of Traffic Signals and Highway Lighting dated June 12, 1973 ("**United San Bruno Avenue Signal Agreement**") to provide for the maintenance and repair of the San Bruno Avenue Signals by the County, and to apportion the expense of the same between United and County.

F. On December 7, 1973, County and the City entered into that certain Agreement for Maintenance of Traffic Signals and Highway Lighting (the "**SFO San Bruno Avenue Signal Agreement**") to provide for the maintenance and repair of the San Bruno Avenue Signals by the County, and to apportion the expense of the same between City and County.

G. On December 1, 1995, County and the City entered into that certain Agreement for Maintenance of Traffic Signals and Highway Lighting (the "**SFO Parking Lot DD Signal Agreement**") to provide for the maintenance and repair of the Parking Lot DD Signals by the County, and to apportion the expense of the same between City and County.

H. The Parties desire to terminate the County Rights of Way, and have determined that the appropriate method to do so is through a quitclaim deed by County to City, notwithstanding the street vacation process set forth in California Street and Highways Code Sections 3400 et seq..

I. In furtherance of the foregoing, the Parties are entering into this Agreement to: (i) terminate the County Rights of Way by County quitclaiming to City all of its right, title, and interest in and to the same pursuant to the County Rights of Way Quitclaim Deed (as defined below) and (ii) transfer all maintenance and repair service obligations for the South Airport Boulevard Signal Facilities from County to City by (a) assigning County's interest in the United San Bruno Avenue Signal Agreement to City and (b) terminating in their entirety the SFO San Bruno Avenue Signal Agreement and the SFO Parking Lot DD Signal Agreement.

AGREEMENT

As of the Reference Date, the Parties agree as follows:

1. Performance of the Agreement. On the terms and conditions set forth in this Agreement, County shall quitclaim to City all of its right, title, and interest in and to the County Rights of Way pursuant to the County Rights of Way Quitclaim Deed (as defined below), and City

agrees to accept such right, title and interest, and County shall transfer, and City shall accept, all maintenance, repair and service obligations for the South Airport Boulevard Signal Facilities. The date of recordation of the County Rights of Way Quitclaim Deed pursuant to Section 4 below shall be deemed to be the “**Effective Date**” of this Agreement.

2. Conditions Precedent to Performance of Agreement. The performance of the obligations of the Parties under this Agreement shall be contingent upon the satisfaction of each of the following conditions: (i) approval of this Agreement by the resolution of the Airport Commission; (ii) approval of this Agreement by resolution of the Board of Supervisors of the County; (iii) the satisfaction of the SAB Maintenance Agreement Condition Precedent (as set forth below) and (iv) execution and delivery of this Agreement by authorized signatories of each of the Parties hereto (collectively, the “**Quitclaim Agreement Closing Conditions**”). The Parties covenant and agree to take all commercially reasonable efforts and steps to satisfy the Quitclaim Agreement Closing Conditions.

3. SAB Maintenance Agreement Condition Precedent. From and after the Effective Date, City shall assume all obligations to furnish maintenance and repair services for all of the South Airport Boulevard Signal Facilities, which services shall include patrolling, furnishing of electric energy, and the necessary repairs or replacements of the same to provide satisfactory services to the same (“**SAB Signal Maintenance Services**”). In order to meet these obligations, City intends to enter into a maintenance agreement with a third party contractor pursuant to its applicable procurement procedures (the “**City SAB Maintenance Agreement**”). The obligation of City to consummate the transactions contemplated in this Agreement shall be expressly conditioned upon City entering into the City SAB Maintenance Agreement, which City shall use all commercially reasonable efforts to do (the “**SAB Maintenance Agreement Condition Precedent**”). City will give written notice to County within five (5) business days of the satisfaction of the SAB Maintenance Agreement Condition Precedent.

4. Quitclaim Deed – County Rights of Way; Recordation; No Further Obligations of County.

(a) No later than ten (10) business days from the satisfaction of the Quitclaim Agreement Closing Conditions, County shall execute, acknowledge, and deliver to City the Quitclaim Deed conveying all of County’s right, title, and interest in and to the County Rights of Way, in the form attached to this Agreement as Exhibit C (the “**County Rights of Way Quitclaim Deed**”).

(b) Upon and no later than ten (10) business days from the date of City’s acceptance of the executed County Rights of Way Quitclaim Deed pursuant to California Government Code Section 27281(a), City shall deliver such County Rights of Way Quitclaim Deed to County for recordation. The County Real Property Division shall record such County Rights of Way Quitclaim Deed upon and no later than ten (10) business days from the date of receipt.

(c) Upon the Effective Date, City shall assume and be responsible for maintaining the County Rights of Way, and County shall have no further obligations or responsibility for such maintenance.

(d) County's quitclaim to City of the County Rights of Way shall be subject to any prior and existing recorded easements or property rights of public utility companies or agencies.

5. Assignment of United San Bruno Avenue Signal Agreement. Upon the Effective Date, County hereby assigns to City all of its right, title, and interest in and to the United San Bruno Avenue Signal Agreement, and County shall have no remaining obligations thereunder, except for any obligations which are expressly stated to survive the termination or expiration thereof. From and after the Effective Date, City shall assume the obligations to perform all maintenance, repair, and replacement of the San Bruno Avenue Signals formerly performed by County pursuant to the United San Bruno Avenue Signal Agreement, and shall apportion the expense of the same between United and City.

6. Termination of SFO San Bruno Avenue Signal Agreement. Upon the Effective Date, the SFO San Bruno Avenue Signal Agreement is hereby terminated and of no further force or effect, and the Parties thereto shall have no remaining obligations thereunder, except for any obligations which are expressly stated to survive the termination or expiration thereof. From and after the Effective Date, City shall assume the obligations to perform all maintenance, repair, and replacement of the San Bruno Avenue Signals formerly performed by County pursuant to the SFO San Bruno Avenue Signal Agreement.

7. Termination of SFO Parking Lot DD Signal Agreement. Upon the Effective Date, the SFO Parking Lot DD Signal Agreement is hereby terminated, and of no further force or effect, and the Parties thereto shall have no remaining obligations thereunder, except for any obligations which are expressly stated to survive the termination or expiration thereof. Upon and after the Effective Date, City shall assume the obligation to perform all maintenance, repair and replacement of the Parking Lot DD Signals.

8. Notices. All written communications sent by the Parties may be by U.S. Mail or by facsimile, and shall be addressed as follows:

To City: San Francisco Airport Commission
City and County of San Francisco
P.O. Box 8097
San Francisco, CA 94128
Attn: Kevin Bumen, Chief Commercial Officer

To County: County of San Mateo
County Executive's Office
Real Property Division
555 County Center, 4th Floor
Redwood City, CA 94063
Attn: Caroline Shaker, Real Property Manager

With copy to County: County of San Mateo
Department of Public Works
555 County Center, 5th Floor
Redwood City, CA 94063
Attn: Ann Stillman, Director of Public Works

Any notice alleging noncompliance with this Agreement must be sent by registered mail.

9. Legal Relationship and Responsibilities. Nothing in the provisions of this Agreement is intended to affect the legal liability of any Party to this Agreement by imposing any standard of care respecting maintenance different from the standard of care imposed by law.

10. Assignment. No assignment or transfer of this Agreement, or any part thereof, rights under or interest in, shall be valid unless and until the assignment or transfer is approved in writing by the non-assigning Party. This Agreement and all of its provisions shall apply to and bind the successors and assigns of the Parties hereto.

11. Waiver. A waiver of any requirement of this Agreement must be in writing by an authorized representative of the Party waiving the requirement. The waiver by any Party of a breach of any requirement of this Agreement will not be deemed a waiver of any such breach in the future or of a breach of any other requirement.

12. Interpretation. Section headings are solely for convenience and are not intended to affect the interpretation of this Agreement. This Agreement will be interpreted reasonably, not in favor of or against any Party.

13. No Third Party Rights. The Parties do not intend this Agreement to create rights in any third parties, and nothing in this Agreement should be construed to do so.

14. Applicable Law. The interpretation of this Agreement will be governed by the laws of the State of California.

15. Further Assurances. Subject to receipt of any required governmental approvals, the Parties agree to execute and deliver all such further instruments and documents and take all such other actions as may reasonably be required to carry out the transactions and fulfill the obligations set forth in this Agreement.


16. Entire Agreement. This Agreement constitutes the complete agreement among the Parties and supersedes any prior agreements, promises, and understandings whether written or oral. Any amendments or modifications to this Agreement, including, without limitation, amendments to or modifications to the exhibits to this Agreement, shall be subject to the mutual written agreement of City and County, and City's agreement may be made upon the sole approval of the Airport Director; provided, however, any amendment or modification which materially increases the City's liabilities or financial obligations under this Agreement shall additionally require the approval of the Commission.

Accepted and agreed to as of the date first written above.


AIRPORT COMMISSION
CITY AND COUNTY OF SAN FRANCISCO

By: 
Mike Nakornkhet, Airport Director


COUNTY OF SAN MATEO

By: 
David J. Canepa
President, Board of Supervisors

ATTEST:


Kantrice Ogletree
Secretary
Airport Commission

ATTEST:


Michael P. Callagy
Clerk of the Board

Resolution No: 24-0245

Adopted: November 19, 2024

Resolution No: 081115

Adopted: May 6, 2025

APPROVED AS TO FORM:

DAVID CHIU
City Attorney



Christopher W. Stuart
Deputy City Attorney

EXHIBIT A

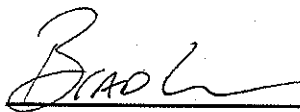
Description of County Rights of Way

San Bruno Avenue Right of Way:

All that certain real property to be used for a county highway only, being a portion of Section 34, Township 3 South, Range 5 Seat, M.D.B.S.W., said county highway to be 60 feet wide and 30 feet on each side of a center line described as follows:

Commencing at the point of intersection of the center line of San Bruno Avenue with the boundary line common to the lands of The Mills Estate Incorporated and that portion of the City of San Bruno known as Bell Air Park, as said subdivision is shown on that certain map entitled "Amended Plan of the Bell Air Park" filed for record June 24, 1907, and recorded in Volume 5 of Maps at Page 10, San Mateo County records; being a distance measured along the said boundary line south $5^{\circ}48'g'$ east 1646.74 feet from the northwesterly corner of said lands of the grantor being marked with a 6-inch diameter concrete monument known as "W.E.11_2" of the Mills Estate Incorporated survey; thence from said point of commencement north $84^{\circ}11'52'$ east 62.55 feet; thence through a curve turning to the left through a radius of 1000 feet through a central angle of $18^{\circ}27'$ a distance of 322.01 feet; thence tangent to said curve north $65^{\circ}44'52'$ east 1813.69 feet to the westerly boundary of the California State Highway designated as Division 4, Route 68, Section B, and known as The Bayshore Highway. The easterly prolongation of said center line intersecting the center line of the said Bayshore Highway at a point measured along the center line of Said Bayshore Highway southerly through a curve turning to the right through a radius of 10,000 feet through a central angle of $1^{\circ}53'06''$ a distance of 331.42 feet thence tangent to said curve south $23^{\circ}12'20'$ east 516.15 feet from the intersection of the center line of said Bayshore Highway with the northerly boundary line of said property of said grantor.

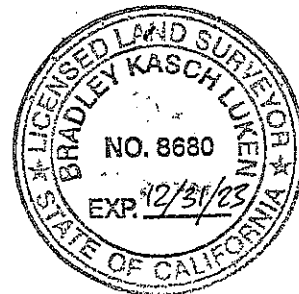
Excepting therefrom all real property lying westerly and southwesterly of the southerly prolongation of that certain line described as "thence S. $23^{\circ}05'43''$ E., 31.33 feet to the northerly line of San Bruno Avenue as established by deed to County of San Mateo, recorded May 23, 1928, in Book 355, at Page 241, Official Records of San Mateo County;" as established in Parcel 1A of that Final Order of Condemnation, recorded February 11, 1983, in Document # 1983-003501 Official Records of San Mateo County.



9/13/23

Brad Luken
LS 8680
City and County of San Francisco – Airport
Commission

Date



South Airport Boulevard Right of Way:

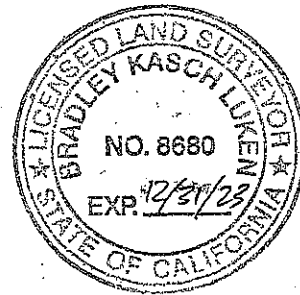
PARCEL 1

A strip of land 125 feet wide, lying 62.5 feet on each side of the following described center line:

COMMENCING at the northerly terminus of that certain 20.7 acre strip of land, 125 feet wide, described in the easement from Mills Estate Incorporated, a corporation, to the State of California, recorded August 8, 1925 in Volume 180, page 149, Official Records of San Mateo County, said northerly terminus being Engineer's Station "F" 314; 05.10 of said survey; thence, from a tangent that bears S. 25°11'E., along a curve to the right with a radius of 10,000 feet, through an angle of 1°54', a distance of 331.61 feet; thence, S. 23°17' E., 543.05 feet to the easterly prolongation of the southerly line of San Bruno Road at Engineer's Station "F" 322/79.76 of said survey.

Brad Luken 9/13/23

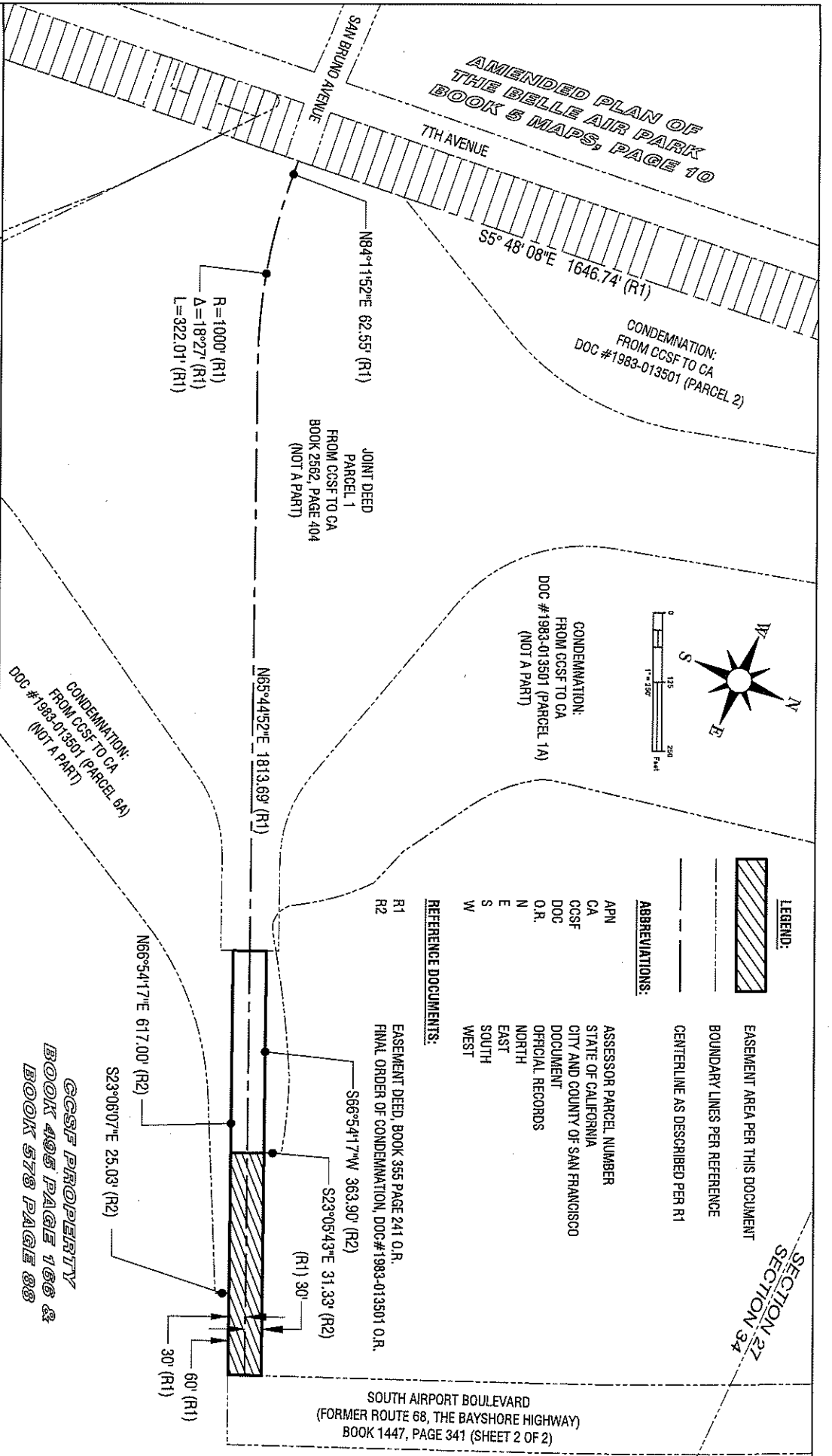
Brad Luken
LS 8680
City and County of San Francisco – Airport
Commission





PORTION OF BOOK 355, PAGE 241 SAN MATEO COUNTY RECORDS
AREA: 24,015.9 SF / 0.55 ACRES, ±
PORTION OF APN 092-020-140
SHEET 1 OF 2

EXHIBIT B:
PORTION OF SAN BRUNO AVENUE RIGHT-OF-WAY



SFO

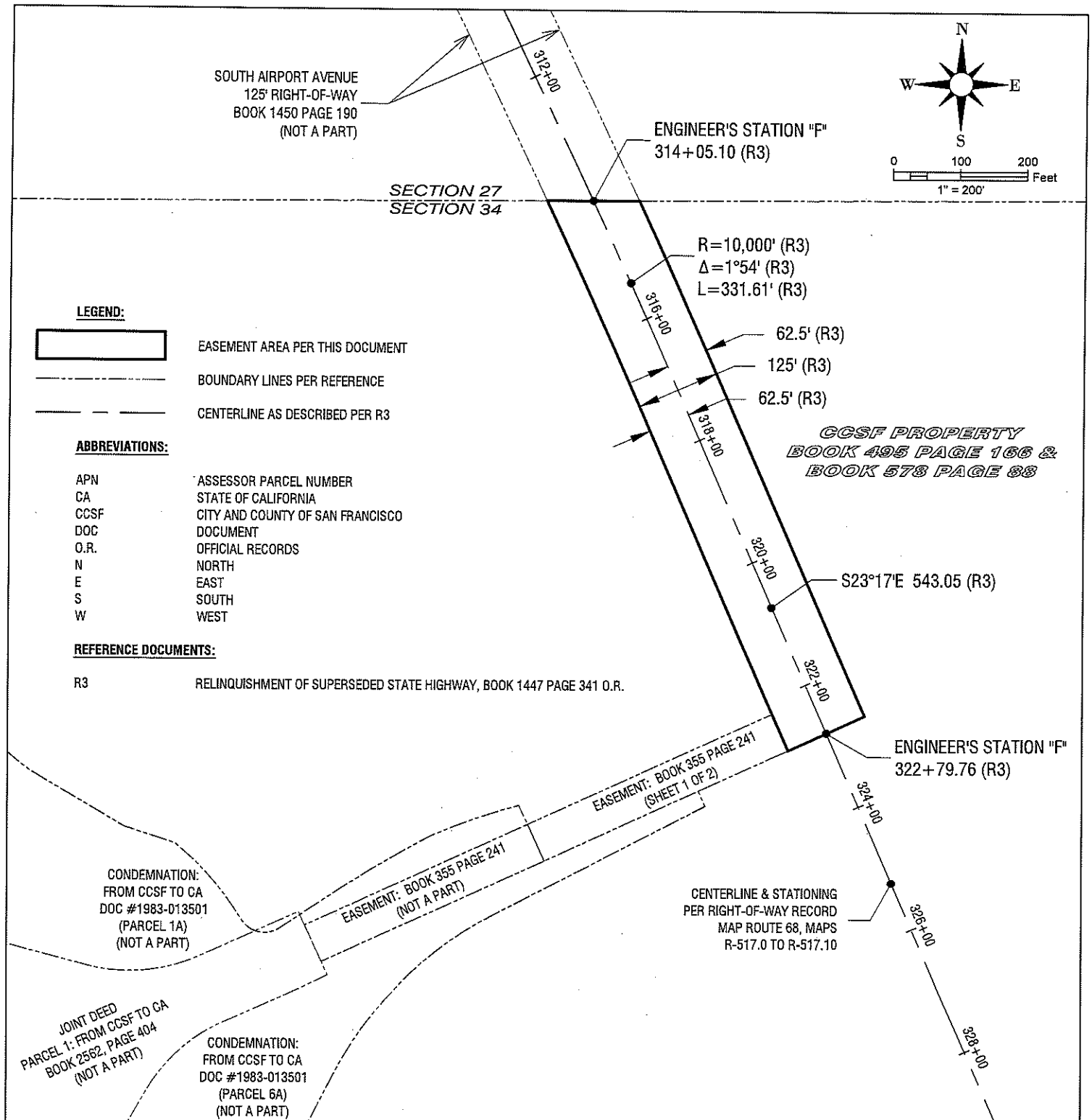


EXHIBIT B SOUTH AIRPORT BOULEVARD RIGHT-OF-WAY

BOOK 1447 PAGE 341 SAN MATEO COUNTY RECORDS
AREA: 109,149.103 SF / 2.51 ACRES, ±
PORTION OF APN 092-020-140
SHEET 2 OF 2

SFO

San Francisco International Airport

EXHIBIT C

Form of County Rights of Way Quitclaim Deed

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RECORDING REQUESTED BY:
County of San Mateo

WHEN RECORDED, MAIL TO
AND MAIL TAX STATEMENTS TO

City and County of San Francisco
Real Estate Department
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102

NO FEE DOCUMENT Per Gov. Code 6103

THIS SPACE FOR RECORDER'S USE ONLY

Documentary Transfer Tax: \$0

Release of easements for no consideration

Easements recorded May 23, 1928, at Book 355, Page 241, and February 10, 1948, at Book 1447, Page 341

APN: 092-020-140 (portion)

Property Address: San Francisco International Airport, San Mateo County, California

COUNTY RIGHTS OF WAY QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

THE COUNTY OF SAN MATEO, a political subdivision of the State of California, ("Grantor"),

HEREBY REMISE(S), RELEASE(S) AND FOREVER QUITCLAIM(S) to:

THE CITY AND COUNTY OF SAN FRANCISCO, ACTING BY AND THROUGH ITS AIRPORT COMMISSION ("Grantee"),

the real property in the County of San Mateo, State of California, **described and shown in Exhibits A and B, respectively, attached hereto and incorporated herein by reference, together with any right, title and interest in the public road improvements, within, over, under and through the real property, in its present condition, "AS-IS," "WHERE-IS," and "WITH ALL FAULTS," and subject to all patent and/or latent physical conditions, whether or not known or discovered (collectively, the "Property").**

IN WITNESS WHEREOF, Grantor has executed this County Rights of Way Quitclaim Deed as of the date written directly below its signature.

GRANTOR:

COUNTY OF SAN MATEO

By: _____

David J. Canepa

President, Board of Supervisors

Date: _____

May 15, 2025

Mail Tax Statements as Directed Above

ACKNOWLEDGMENT

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

State of California

County of San Mateo

On May 15, 2025, before me, Sukhmani Singh Purewal, Notary Public
(insert name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature  (Seal)



EXHIBIT A

Description of County Rights of Way

San Bruno Avenue Right of Way:

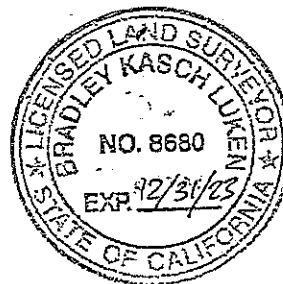
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Excepting therefrom all real property lying westerly and southwesterly of the southerly prolongation of that certain line described as "thence S. $23^{\circ}05'43''$ E., 31.33 feet to the northerly line of San Bruno Avenue as established by deed to County of San Mateo, recorded May 23, 1928, in Book 355, at Page 241, Official Records of San Mateo County;" as established in Parcel 1A of that Final Order of Condemnation, recorded February 11, 1983, in Document # 1983-003501 Official Records of San Mateo County.

Brad Luken 9/13/23

Brad Luken Date
LS 8680
City and County of San Francisco – Airport
Commission



South Airport Boulevard Right of Way:

PARCEL 1

A strip of land 125 feet wide, lying 62.5 feet on each side of the following described center line:

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Brad Luken 9/13/23

Brad Luken Date
LS 8680
City and County of San Francisco – Airport
Commission



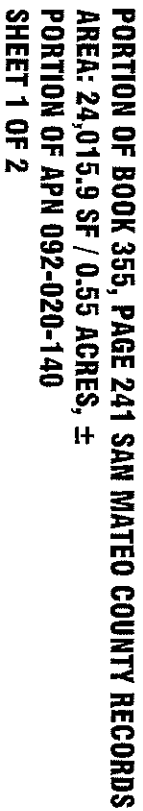
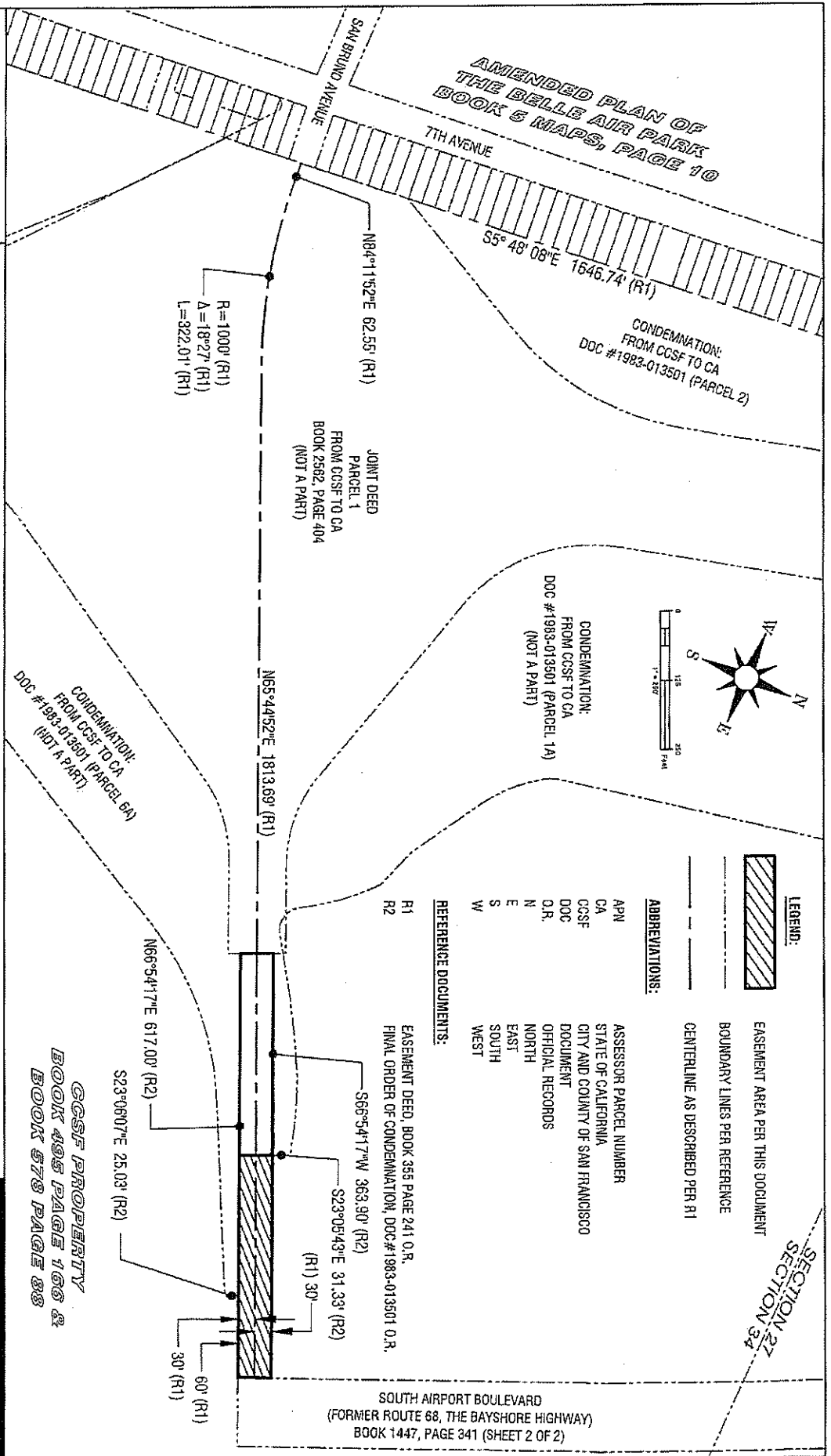


EXHIBIT B:
PORTION OF SAN BRUNO AVENUE RIGHT-OF-WAY

San Francisco International Airport



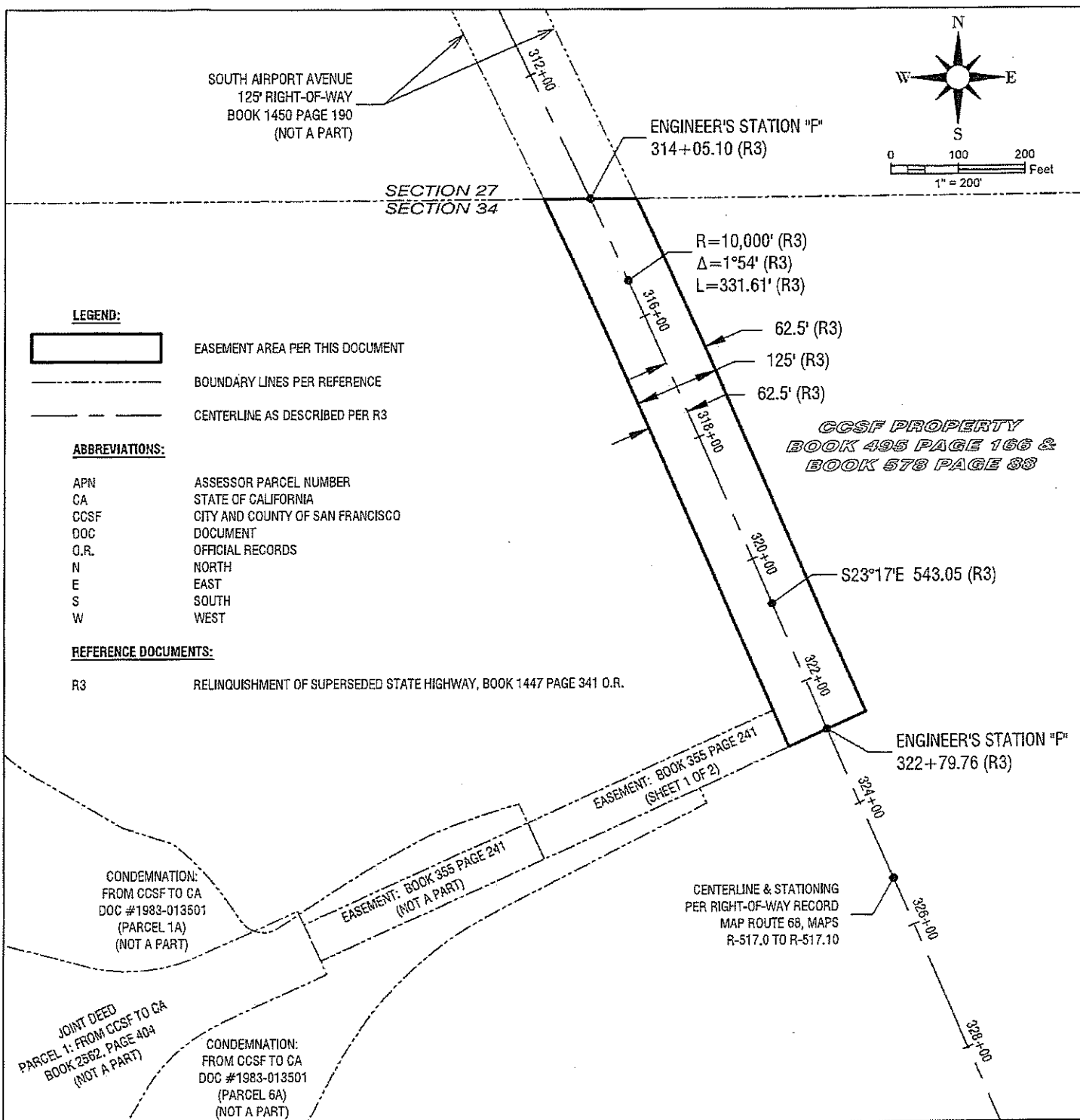


EXHIBIT B

SOUTH AIRPORT BOULEVARD

RIGHT-OF-WAY

BOOK 1447 PAGE 341 SAN MATEO COUNTY RECORDS

AREA: 109,149.103 SF / 2.51 ACRES, ±

PORTION OF APN 092-020-140

SHEET 2 OF 2

SFO

San Francisco International Airport


CERTIFICATE OF ACCEPTANCE

As required under Government Code Section 27281, this is to certify that the interest in real property conveyed by the County Rights of Way Quitclaim Deed dated May 15 2024 from the County of San Mateo, to the City and County of San Francisco, a municipal corporation ("Grantee"), is hereby accepted by order of its Airport Commission, Resolution No. 24-0245, adopted on Nov. 19 2024, and Grantee consents to recordation thereof by its/duly authorized officer.

Dated: _____

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By:


Andrico Penick
Director of Property 6/12/25

ACKNOWLEDGMENT

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

State of California

County of San Francisco

On 6/13/25 before me, Sandi Jill Levine
(insert name and title of the officer)

personally appeared Andrico Q Penick,
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 *[Signature]*

(Seal)

