File No. 260010 **Committee Item No.** 5
Board Item No. 10

COMMITTEE/BOARD OF SUPERVISORS

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Completed by: Brent Jalipa **Date** January 29, 2026
Completed by: Brent Jalipa **Date** February 5, 2026

[Real Property Acquisition - City of Daly City - License Agreements, Purchase and Sale Agreement - Sale of Easements for Stormwater Facilities at Lake Merced - $96,781]

Resolution approving the terms and conditions and authorizing the General Manager of the San Francisco Public Utilities Commission (SFPUC) and/or City's Director of Property to execute certain agreements with the City of Daly City, consisting of (i) a License Amendment to extend the term of SFPUC License No. P4703 for Habitat Mitigation, Monitoring, and Facilities by an additional five years, for a total of 10 years and four months, for an additional use fee of $23,503 and a total use fee of $51,015; (ii) a 50-year License Agreement to construct, operate, and maintain SFPUC-owned overflow facilities at Lake Merced for a total use fee of $2,278 on a 9,286-square-foot portion of San Francisco Assessor's Parcel Block No. 7283, Lot No. 004, designated as SFPUC Parcel No. 55 (Lake Merced Tract); and (iii) a Purchase and Sale Agreement, Quitclaim Deed, and Easement Deed for the quitclaim of two existing SFPUC tunnel easements totaling 46,992 square feet on San Francisco Assessor's Parcel Block No. 7284, Lot Nos. 001 and 003, and Block No. 7282, Lot Nos. 005 and 006, and the sale of five easements for stormwater facilities totaling approximately 180,010-square-feet on SFPUC Parcel No. 55 for a purchase price of $71,000 pursuant to Charter, Section 9.118, effective on the date the agreements are executed by both parties, for a total combined amount of $96,781; and adopting findings that the conveyance is consistent with the General Plan, and the eight priority policies of Planning Code, Section 101.1.

WHEREAS, The San Francisco Public Utilities Commission (SFPUC) maintains Lake Merced for the beneficial uses of recreation and wildlife habitat and continues to maintain the capability of using surface water from the lake as a non-potable emergency water supply; and

WHEREAS, Historic declines in water levels have generated concern regarding the long-term viability of Lake Merced; and

WHEREAS, The SFPUC and the City of Daly City (Daly City) are working collaboratively towards Daly City's implementation of the Vista Grande Drainage Basin Improvement Project (Project) to alleviate flooding in the Vista Grande Basin within Daly City and the SFPUC's Lake Merced Tract, and also facilitate augmentation and management of Lake Merced water levels using sustainable supplies of Daly City's treated stormwater ; and

WHEREAS, Daly City's Vista Grande Canal carries treated stormwater from Daly City northward to the SFPUC's Vista Grande Tunnel, which then travels west across lands owned by The Olympic Club and the United States Department of the Interior, acting by and through its National Park Service (Park Service), discharging to the Pacific Ocean, and this diversion of stormwater away from Lake Merced has contributed to its declining water levels; and

WHEREAS, The Project is a benefit to the SFPUC because it will stabilize Lake Merced water levels while recharging groundwater in the Westside Groundwater Basin; and

WHEREAS, On October 21, 2025, by Resolution No. 482-25, this Board of Supervisors approved and authorized the General Manager of the SFPUC to execute on behalf of the City and County of San Francisco, a memorandum of agreement with Daly City for the funding, construction, and operation of the Project, with a duration of five years starting August 4, 2025, through August 31, 2030; and

WHEREAS, The Project would route storm water from the Vista Grande Canal through a culvert that would be constructed on SFPUC Parcel No. 55; replace the upstream portion of the Vista Grande Canal with a collection box, a box culvert, a debris screening device, and a diversion structure to handle flows year-round; construct a treatment wetland; and expand the Vista Grande Tunnel's capacity to better manage the transportation of stormwater to the Pacific Ocean; and

WHEREAS, The Project improvements would allow for treated stormwater to be diverted from the Vista Grande Canal into Lake Merced to achieve a sustained increase in Lake Merced water levels, improve stormwater quality, and further the restoration of the drainage basin's natural hydrology; and

WHEREAS, To implement the Project, Daly City seeks to acquire the following real estate interests, easements, and licenses from the SFPUC: (i) the SFPUC's interests in the existing Vista Grande Tunnel easements on, across, and through San Francisco Assessor's Parcel Block No. 7284, Lot Nos. 001 and 003, and Block No. 7282, Lot Nos. 005 and 006, totaling 46,992 square feet, on the lands owned by The Olympic Club and the Park Service (Tunnel Easements); (ii) an approximately 157,448-square-foot easement for a treatment wetland and stormwater facility, an approximately 12,404-square-foot easement for a box culvert and stormwater outlet, and approximately 2,057-square-foot easement for a wetland force main, an easement to maintain three existing armored spillway areas totaling approximately 6,644-square-feet, and an approximately 1,457-square-foot easement for a floating and fan-shaped pipeline over Lake Merced on portions of San Francisco Assessor's Parcel Block No. 7283, Lot No. 004, designated as SFPUC Parcel No. 55 (collectively, the New Easements); (iii) a 50-year License Agreement to construct, operate, and maintain SFPUC-owned overflow facilities at Lake Merced on an approximately 9,286-square-foot portion of SFPUC Parcel. No. 55 (Overflow License); and (iv) a License Amendment to extend the term of SFPUC License No. P4703 for twelve Habitat Mitigation, Monitoring, and Facilities by an additional five years, for a total of 10 years and four months (Mitigation License Amendment); and

WHEREAS, SFPUC staff, through consultation with the Office of the City Attorney, have negotiated with Daly City the proposed terms and conditions of City's sale of the Tunnel Easements and New Easements for a purchase price of $71,000 as set forth in the form of an

Agreement for Purchase and Sale of Real Estate (Purchase and Sale Agreement), Quitclaim Deed, and Easement Deed; and

WHEREAS, Under the Overflow License, Daly City will pay $2,278 for its use of SFPUC property and under the Mitigation License Amendment, Daly City will pay an additional $23,503, for a total use fee of $51,015, for its use of SFPUC property; and

WHEREAS, The amounts to be paid by Daly City total $96,781 and are equal to the appraised value of the rights being acquired under each agreement, as determined by an independent third-party appraisal; and

WHEREAS, On October 7, 2025, through a General Plan Referral Note to File, the San Francisco Planning Department found that the proposed Project (as defined below) is consistent with the eight priority policies of Planning Code, Section 101.1, and is in conformity with the San Francisco General Plan (General Plan Findings), as original determined on September 22, 2022, through Case No. 2022-008134GPR; and

WHEREAS, On December 11, 2017, Daly City, acting as the California Environmental Quality Act (CEQA) lead agency, certified a Final Environmental Impact Report/ Environmental Impact Study (Final EIR/EIS) for the Vista Grande Drainage Basin Improvement Project (Project) prepared pursuant to CEQA; and

WHEREAS, On June 9, 2025, Daly City, acting as the CEQA lead agency, adopted an Addendum to the Final EIR/EIS for the Project; and

WHEREAS, Daly City has adopted CEQA findings and mitigation measures included in the Final EIR/EIS and Addendum to avoid or substantially lessen the significant environmental effects identified in the Final EIR/EIS and Addendum and set forth in the Mitigation Monitoring and Reporting Program, and has assumed responsibility for their implementation; and

WHEREAS, Authorization of the Purchase and Sale Agreement, the Overflow License, and the Mitigation License Amendment is within the scope of the Project authorized under the Final EIR/EIS and Addendum; and

WHEREAS, The SFPUC has no direct authority or responsibility with respect to the proposed Project or any Project mitigation measures other than to enable Daly City, through approval and execution of the Purchase and Sale Agreement, the Overflow License, and the Mitigation License Amendment, which collectively constitute the SFPUC's discretionary actions necessary to facilitate implementation of the Project by Daly City; and

WHEREAS, On December 9, 2025, by Resolution No 25-0172, the SFPUC Commission approved the terms and conditions and authorized the General Manager and/or City's Director of Property to execute certain agreements with the City of Daly City, consisting of the Purchase and Sale Agreement, Quitclaim Deed, Easement Deed, Overflow License, and Mitigation License Amendment, pursuant to Charter, Section 9.118; and

WHEREAS, The proposed Purchase and Sale Agreement, Overflow License, and Mitigation License Amendment contained in File No. 260010, are substantially in their final form, with all material terms and conditions included, and only remain to be executed by the parties upon approval of this Resolution; now, therefore, be it

RESOLVED, The Board of Supervisors hereby adopts the General Plan Findings made on September 22, 2022, in Case No. 2022-008134GPR concerning the Project and the real estate agreements necessary to implement the Project, and be it

FURTHER RESOLVED, That this Board of Supervisors herby approves the terms and conditions of the Purchase and Sale Agreement, Overflow License, and Mitigation License Amendment, and authorizes and directs the General Manager and/or City's Director of Property to execute the Purchase and Sale Agreement, Quitclaim Deed, Easement Deeds,

Overflow License, and Mitigation License Amendment (together, the Agreements), pursuant to Charter, Section 9.118; and, be it

FURTHER RESOLVED, That within thirty (30) days of the Agreements being fully executed by all parties, the General Manager of the SFPUC shall provide the final Agreements to the Clerk of the Board for inclusion in the official file; and, be it

FURTHER RESOLVED, That this Board of Supervisors hereby authorizes the General Manager and/or the City's Director of Property, to enter into any amendments or modifications to the Agreements, including, without limitation, the exhibits, that the General Manager determines, in consultation with the City Attorney, are in the best interest of the City; do not materially increase the obligations or liabilities of the City; are necessary or advisable to effectuate the purposes and intent of the Agreements or this Resolution; and are in compliance with all applicable laws, including the City Charter.

SAN FRANCISCO PUBLIC UTILITIES COMMISSION
FIRST AMENDMENT TO REVOCABLE LICENSE

License No. P4703

THIS FIRST AMENDMENT TO REVOCABLE LICENSE (this "**First Amendment**"), dated for reference purposes only as of _____, 2026, is by and between the CITY AND COUNTY OF SAN FRANCISCO, a California municipal corporation ("**City**"), acting by and through its PUBLIC UTILITIES COMMISSION ("**SFPUC**"), and the CITY OF DALY CITY, a municipal corporation ("**Licensee**" or "**Daly City**"). City and Licensee sometimes are referred to collectively in this First Amendment as the "**Parties**" or singularly as a "**Party**."

RECITALS

A. The SFPUC and Daly City have been working collaboratively towards Daly City's implementation of the Vista Grande Basin Drainage Improvement Project ("**Project**") to upgrade Daly City's Vista Grande storm drain system and route storm water from Daly City's Vista Grande Canal to both Lake Merced and the Pacific Ocean to alleviate storm-related flooding in Daly City and San Francisco; reduce uncontrolled overflows from the Vista Grande Canal into Lake Merced; facilitate the augmentation and management of Lake Merced water levels, which have steadily declined, using sustainable supplies of Daly City's stormwater; and further the restoration of the drainage basin's natural hydrology.

B. City, through the SFPUC, and Licensee entered into that certain License dated for reference purposes as of August 18, 2025 (the "**Original License**"), for the use of certain portions of SFPUC Parcel No. 55, designated as portions of Assessor's Parcel No. 7283-004, in San Francisco, California, as more particularly described in the Original License, for the Habitat Mitigation, Monitoring and Facilities that Daly City requires for the Project by the California Coastal Commission under Coastal Development Permit No. 2-23-0862 ("**Coastal Development Permit**").

C. On _____, 2025, the San Francisco Board of Supervisors approved a Memorandum of Agreement between the SFPUC and Daly City to memorialize the Parties' respective obligations related to the implementation of the Project by Daly City, the SFPUC's financial contribution toward Project construction, and the ongoing management of information regarding the water quality and the quantity and frequency of stormwater diversions to and withdrawals from Lake Merced (the "**MOA**"). Under the MOA, the SFPUC agrees to convey certain real property rights, easements, and licenses to Daly City for the Project, including a license sufficient to satisfy the Coastal Development Permit conditions.

D. Under Special Condition 6.i (Ecological Monitoring and Reporting) of the Coastal Development Permit, mitigation areas must be monitored on an annual basis for at least five (5) years following initial revegetation, and ten (10) years, in the case of proposed tree plantings.

E. The term under the Original License expires on December 31, 2030. Licensee desires to extend the term of the License through December 31, 2036, to cover the additional five (5) years of monitoring and reporting required under the Coastal Development Permit. City is willing to agree to such extension on the terms and conditions of this First Amendment, subject to the approval of the San Francisco Board of Supervisors and the Mayor.

NOW, THEREFORE, in consideration of the mutual covenants in this First Amendment and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Licensee hereby amend the Original License as follows:

AGREEMENT

1. **Recitals**. The foregoing recitals are true and correct and are incorporated by this reference as if fully set forth in this First Amendment.

2. **Defined Terms**. All capitalized terms used in this First Amendment but not otherwise defined herein shall have the meaning given to them in the Original License. The Original License, as amended by this First Amendment, shall be referred to as the "**License**".

3. **Effective Date**. The effective date of this First Amendment shall be _____, 2026 (the "**Effective Date**").

4. **"Term" Summary in Basic License Information**. The "Term (Section 2)" summary in the Basic License Information is hereby deleted in its entirety and replaced with the following:

> "Commencing on the Commencement Date and expiring on the License Term Expiration Date ("**Term**").
>
> Commencement Date: August 21, 2025
> License Term Expiration Date: December 31, 2036."

5. **"Use Fee" Summary in Basic License Information**. The "Use Fee (Section 7(b))" summary in the Basic License Information is hereby deleted in its entirety and replaced with the following:

> "$51,015."

6. **Section 2(a)**. Section 2(a) of the Original License is hereby deleted in its entirety and replaced with the following:

> "**(a)** **Term**. The privilege conferred to Licensee pursuant to this License will commence on the Commencement Date, as shown in the Basic License Information. The Commencement Date is the date on which this License is fully executed and delivered by City following the SFPUC authorization and approval (the "**Commencement Date**"), and, following the Commencement Date, the Term of this License will immediately expire upon the earlier to occur of: **(i)** December 31, 2036, **(ii)** immediately upon written notice from either Party to the other to terminate this License; or **(iii)** thirty (30) days after City's written notice to Licensee revoking this License."

7. **Section 7(b)**. Section 7(b) of the Original License is hereby deleted in its entirety and replaced with the following:

> "**(b)** **Use Fee**. In addition, Licensee will pay to City a use fee in consideration of Licensee's use of the License Area in the amount of Fifty-One Thousand and Fifteen

Dollars ($51,015) ("**Use Fee**"). As of the Effective Date of the First Amendment to this License, Licensee owes a balance of Twenty-Three Thousand Five Hundred Three Dollars ($23,503) that is due and payable to City within thirty (30) days of the Effective Date of the First Amendment, without prior demand and without any deduction, setoff, or counterclaim whatsoever. All sums payable by Licensee to City pursuant to this License will be paid in cash or by good check to the City and County of San Francisco and delivered to City in care of the Customer Service Bureau, Attn: Real Estate Billing, 525 Golden Gate Avenue, 3rd Floor, San Francisco, California, 94102, or such other place as City may designate in writing. **City's acceptance of a third-party check or other payment will not be deemed as City's acceptance or acknowledgement of any assignment of this License and will not be deemed to establish a relationship between City and that third party. Any sum tendered by a third party will be deemed a use fee tendered on behalf of Licensee and not on behalf of the third party regardless of whether it contains a restrictive endorsement**."

8. **Full Force and Effect**. Except as specifically amended in this First Amendment, the terms and conditions of the Original License shall remain in full force and effect.

9. **Miscellaneous**. This First Amendment shall bind, and shall inure to the benefit of, the successors and assigns of the Parties hereto. This First Amendment will be interpreted to achieve the intents and purposes of the Parties, without any presumption against the Party responsible for drafting any part of this First Amendment. The terms of this First Amendment are contractual and not a mere recital. The liability of and all rights, powers, and remedies of the Parties under this First Amendment shall be cumulative and not alternative. Each Party acknowledges that the other Party has made no representations, express or implied, to induce that Party to enter into this First Amendment, other than as expressly set forth in this First Amendment. This First Amendment is made for the purpose of setting forth certain rights and obligations of City and Licensee, and no other person shall have any rights hereunder or by reason hereof as a third-party beneficiary or otherwise. This First Amendment may be executed in counterparts with the same force and effect as if the Parties had executed one instrument, and each such counterpart shall constitute an original hereof. No provision of this First Amendment that is held to be inoperative, unenforceable or invalid shall affect the remaining provisions, and to this end all provisions hereof are hereby declared to be severable. Time is of the essence of this First Amendment. Neither this First Amendment nor any of the terms hereof may be amended or modified except by a written instrument signed by all the Parties hereto.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment to License at San Francisco, California, as of the date first above written.

LICENSEE REPRESENTS AND WARRANTS TO CITY THAT IT HAS READ AND UNDERSTANDS THE CONTENTS OF THIS LICENSE, HAS HAD AN OPPORTUNITY TO REVIEW AND DISCUSS IT WITH COUNSEL OF ITS CHOOSING, AND AGREES TO COMPLY WITH AND BE BOUND BY ALL OF ITS PROVISIONS.

LICENSEE:

CITY OF DALY CITY,
a municipal corporation

By: _____
Tom Piccolotti
City Manager

Date: _____

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
DENNIS J. HERRERA
General Manager
San Francisco Public Utilities Commission
(authority pursuant to SFPUC Resolution No. _____ and San Francisco Board of Supervisors' Resolution No. _____)

Date: _____

APPROVED AS TO FORM:

DAVID CHIU
City Attorney

By: _____
Nancy Taylor
Deputy City Attorney

SAN FRANCISCO PUBLIC UTILITIES COMMISSION
LICENSE AGREEMENT

(License #P4715)

THIS LICENSE AGREEMENT (this "**License**") dated for reference purposes only as of _____, 2026, is made by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**City**"), acting by and through its Public Utilities Commission (the "**SFPUC**"), and the CITY OF DALY CITY, a municipal corporation ("**Licensee**"). City and Licensee sometimes are referred to collectively in this License as the "**Parties**" or singularly as a "**Party**."

RECITALS

A. San Francisco, through the SFPUC, owns real property located in the City and County of San Francisco, described as SFPUC Parcel No. 55 and designated as a portion of Assessor's Parcel No. 7283-004, running north along the east and west sides of John Muir Drive ("**Property**"). The Property constitutes a portion of the SFPUC's regional water delivery system and contains SFPUC water supply and wastewater facilities and associated utility rights of way. The Property is more particularly described in the attached **Exhibit A-1** and shown generally on the map attached as **Exhibit A-2**.

B. Daly City seeks to implement the Vista Grande Basin Drainage Improvement Project ("**Project**") to upgrade the Vista Grande storm drain system, which is a regional stormwater system that drains the northwestern portion of Daly City and an unincorporated portion of San Mateo County. SFPUC staff and consultants worked for several years with Daly City staff and consultants to develop the Project. The Project seeks to alleviate storm-related flooding in Daly City and San Francisco, reduce uncontrolled overflows from Daly City's Vista Grande Canal ("**Canal**") into Lake Merced, and also facilitate the augmentation and management of Lake Merced water levels, which have steadily declined, by using sustainable supplies of Daly City's stormwater.

C. The Project would route storm water from the Canal through a treatment wetland to be developed on the Property, and then would either discharge stormwater to South Lake Merced via a diversion structure or route it through the Vista Grande Tunnel ("**Tunnel**") to be discharged into the Pacific Ocean.

D. As part of the Project, Licensee will replace an SFPUC-owned overflow facility on a portion of the Property with the new Lake Merced Overflow Structure consisting of an adjustable Overflow Outlet Weir and Siphon pipeline and related appurtenances ("**SFPUC Overflow Facilities**").

E. In May 2023, Daly City, in coordination with the SFPUC and after consultation with the Regional Water Quality Control Board ("**RWQCB**"), submitted to the RWQCB a Vista Grande Drainage Basin Improvement Project Lake Management Plan ("**Lake Management Plan**") to establish and document for the RWCQB how Daly City will implement the Project, including an overview of the initial operational plan for the diversion of stormwater from the Canal to Lake Merced and the monitoring and management of lake levels.

F. On _____, 2025, the San Francisco Board of Supervisors approved a Memorandum of Agreement between the SFPUC and Daly City to memorialize, among other things, the Parties' respective obligations related to the implementation of the Project by Daly City, the SFPUC's financial contribution toward Project construction, and the ongoing management of information regarding the water quality and the quantity and frequency of stormwater diversions to and withdrawals from Lake Merced (the "**MOA**"). Under the MOA, City agrees to convey certain real property rights, easements, and licenses to Daly City for the Project, including this License to construct, operate, and maintain the SFPUC Overflow Facilities.

G. Daly City, as Lead Agency under the California Environmental Quality Act ("**CEQA**"), and the United States Department of the Interior, acting by and through its National Park Service (the "**Park Service**"), as Lead Agency under the National Environmental Policy Act (NEPA), have prepared a joint Final Environmental Impact Report and Environmental Impact Statement ("**FEIR/FEIS**"), pursuant to the provisions of CEQA, which was released for agency review on September 8, 2017 (State Clearinghouse Number 2013032001). Daly City certified the FEIR/FEIS and approved the Vista Grande South Lake Merced Alternative described in the FEIR/FEIS via City Council Res. No. 17-200, dated December 11, 2017, adopting the mitigation measures included in the FEIR/FEIS and set forth in the Environmental Commitments Record, and assumed responsibility for their implementation. On June 9, 2025, the City of Daly City adopted an Addendum to the previously certified Final EIR/EIS for the Project to address minor revisions and additions to the Project that occurred after Project approval.

H. San Francisco is a responsible agency under CEQA for review and approval of aspects of the Project. San Francisco has reviewed and considered the FEIR/FEIS and the Project approval documents and has approved this Agreement and adopted findings required under CEQA.

I. The SFPUC Commission has recommended the issuance of this License pursuant to SFPUC Resolution No. _____ and the San Francisco Board of Supervisors has approved this License pursuant to Resolution No. _____.

NOW, THEREFORE, for and in consideration of the foregoing Recitals, which are incorporated into this License by this reference, the mutual covenants and obligation of the Parties contained in this License, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

BASIC LICENSE INFORMATION

The following is a summary of basic license information (the "**Basic License Information**"). Each item below will be deemed to incorporate all the terms set forth in this License pertaining to the item. In the event of any conflict between the information in this Section and any more specific provision of this License, the more specific provision will control.

City:	CITY AND COUNTY OF SAN FRANCISCO, acting by and through its Public Utilities Commission
Licensee:	CITY OF DALY CITY

License Area (Section 1):	An approximately 9,286-square-foot portion of SFPUC Parcel No. 55 ("**Lake Merced Tract**"), commonly known as Assessor's Parcel No. 7283-004, located in San Francisco, California, as more particularly described in the attached **Exhibit B-1** and shown in the attached **Exhibit B-2**, together with any appurtenances. The SFPUC Overflow Facilities are described more particularly in the Approved Plans and Specifications in the attached **Exhibit D**.
Term (Section 2):	Fifty (50) years commencing on the Commencement Date and expiring on the Expiration Date ("**Term**"). Commencement Date: _____, 2026 License Term Expiration Date: _____, 2076
Permitted Acts (Section 4(a)):	Licensee may enter in, upon, through, and across a portion of the Property as depicted in **Exhibit B-2** to install, construct, use, operate, maintain, repair, and replace the SFPUC Overflow Facilities in the License Area.
Permitted Improvements:	Licensee may install the SFPUC Overflow Facilities constructed in accordance with this License and as described in the Approved Plans and Specifications in the attached **Exhibit D**.
Application Fee (Section 7(a)):	$2,500
Use Fee (Section 7(b)):	$2,278
Security for Performance (Section 3):	N/A
Remit All Payments To:	City and County of San Francisco c/o Customer Service Bureau Attn: Real Estate Billing 525 Golden Gate Avenue, 3rd Floor San Francisco, CA 94102 Reference: License P4715
Licensee's Share of Property Taxes:	See Section 30 [Taxes, Assessments, Licenses, License Fees, and Liens].
Notices:	See Section 31 [Notices].
Key City Contact for Legal Notices:	SFPUC Real Estate Director
City Telephone No. and Email:	(415) 487-5210 RES@sfpuc.org

Key City Contact for Routine or Day to Day Communications:	Vincent Ting, Wastewater Operations (650) 455-1065 Email: VTing@sfwater.org Oceanside Central Control (415) 242-2238
Key Licensee Contact for Legal Notice and for Routine or Day-to-Day Communications:	Joshua Cosgrove, Director of Water & Wastewater Resources
Licensee Telephone No. and Email:	(650) 991-8206 Email: jcosgrove@dalycity.org
Alternate Contact for Licensee:	Anthony Tofiga, Senior Management Analyst, Department of Water & Wastewater Resources
Licensee Telephone No. and Email:	(650) 991-8202 Email: atofiga@dalycity.org
Licensee's Billing Address:	Department of Water & Wastewater Resources City of Daly City 153 Lake Merced Blvd Daly City, CA 94015 Attn: Joshua Cosgrove Re: Vista Grande Overflow Facilities License P4715

AGREEMENT

City and Licensee agree as follows:

1. **License**. City confers to Licensee a personal, non-exclusive, and non-possessory privilege to access, install, construct, use, operate, improve, maintain, repair, and replace an SFPUC-owned overflow pipeline and related appurtenances ("**SFPUC Overflow Facilities**") on the License Area. The License Area is described and depicted in the attached **Exhibits B-1 and B-2**. The SFPUC Overflow Facilities are depicted more particularly in the Approved Plans and Specifications in the attached **Exhibit D**. This License gives Licensee a license only and notwithstanding anything to the contrary in this License, it does not constitute a grant by City of any ownership, leasehold, easement, or other property interest or estate whatsoever in any portion of the License Area or to the SFPUC Overflow Facilities. Nothing in this License will be construed as granting or creating any franchise rights pursuant to any federal, state, or local laws.

THE PRIVILEGE GIVEN TO LICENSEE UNDER THIS LICENSE IS EFFECTIVE ONLY INSOFAR AS THE RIGHTS OF CITY IN THE LICENSE AREA ARE CONCERNED, AND LICENSEE WILL OBTAIN ANY FURTHER PERMISSION NECESSARY BECAUSE OF ANY OTHER EXISTING RIGHTS AFFECTING THE LICENSE AREA. WITHOUT LIMITING THE FOREGOING, THIS LICENSE IS BEING ISSUED SUBJECT AND SUBORDINATE TO

ALL OF THE TERMS AND CONDITIONS OF THAT CERTAIN DEED DATED AND RECORDED MARCH 3, 1930 IN BOOK 2002, AT PAGE 1, OF OFFICIAL RECORDS OF SAN FRANCISCO COUNTY, PURSUANT TO WHICH CITY ACQUIRED ITS INTEREST IN THE LICENSE AREA, A COPY OF WHICH IS ATTACHED TO THIS LICENSE AS **EXHIBIT C** (THE "**DEED**"), AND ALL OTHER EXISTING AND FUTURE DOCUMENTS AND INSTRUMENTS OF RECORD AFFECTING THE LICENSE AREA (COLLECTIVELY, WITH THE DEED, THE "**RECORDED DOCUMENTS**"). LICENSEE MUST SECURE ALL ADDITIONAL NECESSARY APPROVALS, PERMITS, LICENSES, AND CONSENTS, AND DELIVER ALL NECESSARY NOTICES, BEFORE COMMENCING WORK IN THE LICENSE AREA, INCLUDING ANY APPROVALS, PERMITS, LICENSES, CONSENTS, OR NOTICES REQUIRED FROM OR TO THE GRANTOR UNDER THE RECORDED DOCUMENTS. FOR CITY'S BENEFIT, LICENSEE COVENANTS AND AGREES THAT LICENSEE WILL FULLY COMPLY WITH THE TERMS AND CONDITIONS OF THE RECORDED DOCUMENTS AND ANY OTHER RULES AND REGULATIONS PROMULGATED BY CITY AS THEY APPLY TO ANY WORK TO BE PERFORMED OR THE SFPUC OVERFLOW FACILITIES TO BE INSTALLED BY LICENSEE ON THE LICENSE AREA PURSUANT TO THIS LICENSE, AND CITY WILL HAVE NO RESPONSIBILITY OR LIABILITY OF ANY KIND WITH RESPECT THERETO. LICENSEE ACKNOWLEDGES AND AGREES THAT NEITHER CITY NOR ANY OF ITS DEPARTMENTS, COMMISSIONS, OFFICERS, DIRECTORS, AND EMPLOYEES, AND ALL PERSONS ACTING BY, THROUGH, OR UNDER EACH OF THEM HAVE MADE, AND CITY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE PRESENT OR FUTURE SUITABILITY OF THE LICENSE AREA FOR LICENSEE'S INTENDED WORK OR THE SFPUC OVERFLOW FACILITIES, THE IMPACT OF ANY TERM OR CONDITION OF THE RECORDED DOCUMENTS ON LICENSEE'S RIGHTS UNDER THIS LICENSE, OR THE ABILITY TO OBTAIN OR DELIVER, OR THE PROCEDURE FOR OBTAINING OR DELIVERING, ANY NECESSARY APPROVALS, LICENSES, PERMITS, CONSENTS OR NOTICES FROM OR TO THE GRANTOR UNDER THE RECORDED DOCUMENTS OR ANY OTHER PARTY WITH RESPECT TO ANY MATTERS CONTAINED IN THIS LICENSE.

2. Term of License.

(a) Term. The privilege conferred to Licensee pursuant to this License will commence on the Commencement Date, as shown in the Basic License Information. The Commencement Date is the first business day on which each of the following events has occurred: **(a)** the Parties have duly executed and delivered this License; **(b)** the SFPUC's Commission and City's Board of Supervisors have adopted resolutions approving this License; and **(c)** Licensee's City Council has approved this License (the "**Commencement Date**"). Following the Commencement Date, the Term of this License will immediately expire upon the first of the following events to occur: **(i)** fifty (50) years after the Commencement Date; **(ii)** immediately upon written notice from the SFPUC to Daly City to terminate this License if the Lake Management Plan is amended and no longer requires that Daly City operate and maintain the SFPUC Overflow Facilities; or **(iii)** immediately upon City's written notice to Daly City to terminate this License if Daly City fails to operate the SFPUC Overflow Facilities in accordance with the Lake Management Plan, and the SFPUC is forced to assume responsibility for the operation and maintenance of the SFPUC Overflow Facilities, subject to the notice and cure procedures set forth in Section 17 [Default; Remedies].

(b) Revocability. At its sole option, but subject to the notice and cure procedures set forth in Section 17 [Default; Remedies], City may freely revoke this License if Licensee fails to operate the SFPUC Overflow Facilities in accordance with the Lake Management Plan, in City's sole discretion, and without any obligation to pay any consideration to Licensee or return to Licensee any part of the Use Fee. Upon any revocation, Licensee will promptly surrender the License Area in the condition required by this License. The installation of facilities or the existence of other improvements to, or alterations of, the License Area, regardless of cost, will not in any way whatsoever limit City's right to revoke this License.

3. Intentionally Omitted.

4. Use of License Area.

(a) Permitted Acts. Licensee may enter and use the License Area for the sole purpose of accessing, installing, constructing, using, operating, maintaining, repairing, and replacing the SFPUC Overflow Facilities in the License Area, in strict accordance with Section 5(a) [Approval of Plans and Specifications] below, and for no other purpose whatsoever ("**Permitted Acts**").

(b) Subject to City Uses. Licensee is aware that the License Area constitutes a portion of City's regional water system. The License Area remains property under the direct jurisdiction, management, and control of the SFPUC pursuant to San Francisco Charter Article VIII.B. The SFPUC has the ultimate authority over all matters regarding the entire Property. Notwithstanding anything to the contrary in this License, all of Licensee's activities pursuant to this License will be subject and subordinate at all times to City's existing and future use of the License Area for municipal and other purposes. City will in no way be liable for any damage or destruction to Licensee's property and/or improvements resulting from the condition of the License Area or use of the License Area by SFPUC for any utility purpose.

5. Installation of Facilities. Licensee may perform the permitted acts described in Section 4(a) [Permitted Acts] above on the License Area and may install the SFPUC Overflow Facilities on the License Area only on satisfaction of the following conditions, which are for City's sole benefit:

(a) Approval of Plans and Specifications. Licensee may perform the permitted acts described in Section 4(a) [Permitted Acts] above on the License Area in accordance with the plans and specifications (including drawings) approved in advance and in writing by the SFPUC and attached as **Exhibit D** (the "**Approved Plans and Specifications**"). The Approved Plans and Specifications may be revised or amended only with the SFPUC's prior written approval after the SFPUC's Environmental Management Group has determined that no further environmental review is required by the California Environmental Quality Act ("**CEQA**") as a result of any such revision or amendment.

(b) Energy Service and Related Facilities. If Licensee seeks electrical service for use in the License Area, including for the SFPUC Overflow Facilities, Licensee will contact the Interconnection Services Department in the Power Enterprise of the SFPUC to arrange for service. Licensee will purchase all electricity necessary for its operations at the License Area from the SFPUC, at the SFPUC's standard rates charged to third parties, unless the SFPUC determines, in its sole judgment, that it is not feasible to provide service to the License Area. The SFPUC is the provider of electric services to City property, and the SFPUC's Interconnection Services

Department coordinates with Pacific Gas and Electric Company and others to implement this Section. Except as provided above with respect to any electricity services provided by the SFPUC, Licensee will arrange and pay for all utilities and services furnished to the License Area for use by Licensee, its contractors and agents, including gas, electricity, water, sewage, telephone, and trash collection services, and for all deposits, connection, and installation charges.

Except as otherwise provided in this License, the SFPUC has no responsibility or liability of any kind with respect to any utilities that may be on or about the License Area. Licensee has the sole responsibility to locate any utility facilities within the License Area and protect them from damage resulting from Licensee's use of the License Area.

(c) Permits, Licenses, and Approvals. Before beginning any permitted improvement or alteration work in the License Area, Licensee will obtain all permits, licenses, and approvals (collectively, "**Approvals**") of all regulatory agencies and other third parties that are required to commence, complete, and maintain the permitted work. Promptly upon receipt of any Approvals, Licensee will deliver copies of them to the SFPUC. No approval by the SFPUC for purposes of Licensee's work under this License will be deemed to constitute the approval of any federal, state, or other local regulatory authority with jurisdiction, and nothing in this License will limit Licensee's obligation to obtain all regulatory Approvals, at Licensee's sole cost.

(d) Limits of City's or SFPUC's Consent. City's or the SFPUC's consent to or approval of any improvements, equipment, or fixtures within the License Area will not relieve Licensee or its engineers, architects, or contractors from any liability for negligence, errors, or omissions associated with the design and construction of any improvements, equipment, or fixtures. In no event will the SFPUC's approval of plans or specifications be deemed to constitute a representation or warranty by City concerning the suitability of the improvements, equipment, or fixtures for Licensee's purposes or that the work called for in the plans and specifications complies with applicable building codes or other applicable Laws (defined in Section 9 [Compliance with Laws] below), or industry standards, nor will the SFPUC's approval release Licensee from its obligation to supply plans and specifications that conform to applicable building codes, other applicable Laws, and industry standards.

(e) Exercise of Due Care. Licensee will use and will cause its Agents (defined in Section 19 [Indemnity] below) to use, due care at all times to avoid any damage or harm to City's water system, facilities, or other property and to native vegetation and natural attributes of the License Area and to minimize slope erosion, except to the extent authorized by the Permitted Acts. Except as set forth in the Approved Plans and Specifications, Licensee will not disturb the surface of the License Area or perform any excavation work without City's prior written approval, which City may withhold at its sole discretion. City may condition and/or oversee any permitted excavation work. At its own expense, Licensee will mark the location of City's water pipelines or other facilities within the License Area and will not use any pick, plow, or other sharp tool to remove the two feet of soil around the pipelines or other facilities, provided that Licensee may use hand shovels or pneumatic shovels in compliance with all other terms and conditions of this License. Licensee will immediately inform City of any actual or potential damage to the coating of the pipeline, and any damage will be promptly repaired by Licensee, at its own expense, to City's satisfaction prior to backfilling; provided, at its sole discretion, City may elect upon notification to Licensee to make any necessary repairs itself, at Licensee's sole cost. Upon completion of the repairs, City will send to Licensee an invoice therefor, which Licensee will pay

within thirty (30) days following receipt. Under no circumstances will Licensee damage, harm, or take any rare, threatened, or endangered species present on or about the License Area.

(f) Cooperation with Public Utilities Commission. Licensee and its Agents will work closely with City personnel to minimize any potential disturbance (even if temporary) of the natural features of the License Area and to avoid disruption (even if temporary) of City facilities, in, under, on, or about the License Area and City uses of its facilities.

(g) Heavy Equipment. Licensee will not use any heavy construction equipment over or about City's pipelines, except as otherwise expressly allowed in Section 6(i) [Heavy Equipment and Vehicles] below.

(h) Work Schedule. Licensee must diligently perform and complete the Permitted Acts in accordance with the Approved Plans and Specifications provided in the attached **Exhibit D**. At least ten (10) business days prior to the commencement of any maintenance or repair work on the License Area not detailed in the Approved Plans and Specifications, Licensee will notify City's Peninsula and San Francisco Watershed Resource Manager ("**Watershed Manager**"), at (650) 652-3201, of the date the work will commence and the intended work schedule. Notification must also be given to Underground Service Alert at least two (2) days prior to the start of the work. Notwithstanding the approval of Licensee's schedule by the SFPUC, the Watershed Manager will have the right to require Licensee to adjust its schedule from time to time. All work must be performed during regular working hours (Monday through Friday) between 7:00 a.m. and 7:00 p.m., exclusive of City holidays. Any work performed during any other time or day must be preapproved by the SFPUC at least ten (10) business days prior to commencing the work. In connection with its approval, City may charge Licensee additional inspection fees payable prior to the SFPUC's approval of the request. Notwithstanding the work hours set forth above, Licensee will comply with any applicable local ordinance that imposes later start times and/or earlier cessation times for construction activities and will be solely responsible for addressing and resolving any and all complaints from the public or neighboring properties related to the work performed under this Agreement.

(i) Restoration of License Area. Promptly following completion of any work permitted under this License, Licensee will remove all debris and any excess dirt, to City's reasonable satisfaction. Licensee will restore any damage caused to existing roads and may be required to restore excavated areas with new vegetation (including irrigation and maintenance until established) and erosion control netting, all as requested by City, and will comply with all applicable regulations of the regulatory agency with jurisdiction.

(j) Pipeline Depth/Installation of Above-Ground Markers. Before commencing any excavation work in the License Area, Licensee will measure the depth of City's pipelines, if any, located in the License Area by potholing and forward the information to City. Any potholing authorized by this License will be subject to the requirements of Section 5(m) [Potholing] below. Upon completion of work, Licensee will promptly notify City in writing of the depth of City's pipeline and related facilities in the License Area. Licensee will install above-ground markers identifying the location of any underground facilities installed pursuant to this License. The location, type, and installation of markers and identifying information on the markers will be subject to the SFPUC's prior written approval.

(k) As-Built Drawings/Reports. Promptly upon completion of the SFPUC Overflow Facilities, Licensee will furnish the SFPUC with two (2) complete copies of final as-built drawings for the SFPUC Overflow Facilities, which drawings will include sufficient detail so as to allow City to precisely locate the SFPUC Overflow Facilities. If Licensee or any of its Agents or consultants prepares any environmental, seismic, geophysical, or other written report relating to the License Area and/or any work performed on the License Area, Licensee will furnish to City a complete copy of the report, including any schedules, exhibits, and maps, promptly upon completion of the same.

(l) Contractors. Licensee will not accept and release its contractor for work authorized or required by this License before securing the SFPUC's written approval.

(m) Potholing. Any potholing authorized by this License will be subject to the direction of City's Watershed Manager. Potholing using the soft dig method (vacuum soil extraction system) is preferred. If Licensee wishes to use any other mechanical method such as digging with a backhoe, License must submit a written request to the SFPUC at least five (5) business days prior to commencing the work and obtain the SFPUC's prior written consent. Notwithstanding the foregoing, the last two feet (2') above the top of the pipe must be dug manually, without the use of any machines.

(n) Ownership and Operation of SFPUC Overflow Facilities. The SFPUC Overflow Facilities shall be and shall remain the property of SFPUC. Licensee shall have the right to access and use the SFPUC Overflow Facilities pursuant to the terms of this License. Licensee will be responsible for the operation of the SFPUC Overflow Facilities in accordance with this License and the Lake Management Plan as may be amended during the Term of this License.

6. Restrictions on Use. The following uses (by way of example only) of the License Area by Licensee, or any other person claiming by or through Licensee, are inconsistent with the limited purpose of this License and are strictly prohibited as provided below:

(a) Improvements. Except as otherwise expressly provided in this License, Licensee will not construct or place any temporary or permanent structures or improvements in, on, under, or about the License Area, nor will Licensee make any alterations or additions to any existing structures or improvements on the License Area, unless Licensee first obtains the SFPUC's prior written consent, which the SFPUC may give or withhold at its sole and absolute discretion. For purposes of this License, the term "improvements" includes asphalt, concrete, and cementitious driveways, sidewalks, and parking areas, shacks, storage facilities, and fences.

(b) Trees and Other Plantings. Licensee will not plant any trees or other vegetation in or on the License Area, except as otherwise expressly provided in this License and except in accordance with detailed plans consistent with the SFPUC's Vegetation Management Policy, if applicable, which may be amended from time to time and as approved by the SFPUC in writing in advance.

(c) Dumping. Licensee will not cause or permit the dumping or other disposal in, on, under, or about the License Area of landfill, refuse, Hazardous Material (defined in subsection (d) [Hazardous Material] below), or any other materials, including materials that are unsightly or could pose a hazard to the human health or safety, native vegetation or wildlife, or the environment.

(d) Hazardous Material. Licensee will not cause, nor will Licensee allow any of its Agents or Invitees (defined in Section 19 [Indemnity] below) to cause, any Hazardous Material to be brought upon, kept, used, stored, generated, released, or disposed of in, on, under, or about the License Area, or transported to, from, or over the License Area. Licensee will immediately notify City when Licensee learns of or has reason to believe that a release of Hazardous Material has occurred in, on, under, or about any part of the License Area. Licensee will further comply with all applicable Laws requiring notice of releases or threatened releases to governmental agencies and will take all action necessary or desirable to mitigate the release or minimize the spread of contamination. If Licensee or its Agents or Invitees cause a release of Hazardous Material, Licensee will promptly return the License Area to the condition immediately prior to the release, without cost to City, in accordance with all Laws, and using the highest and best technology available. In connection with any remedial action, Licensee will afford City a full opportunity to participate in any discussion or negotiations with governmental agencies and environmental consultants regarding any settlement agreement, cleanup or abatement agreement, consent decree, or other compromise proceeding involving Hazardous Material, and any other abatement or cleanup plan, strategy, and procedure. For purposes of this License, "**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 applicable federal, state, or local governmental authority to pose a present or potential hazard to public health, welfare, or the environment. Hazardous Material includes the following: 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. Section 9601 et seq., or pursuant to Section 78075 of the California Health & Safety Code or any other applicable federal, state, or local Law; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos-containing materials whether or not those materials are part of the License Area or are naturally occurring substances in the License Area; and any petroleum, including crude oil or any crude-oil fraction, natural gas, or natural gas liquids, provided, the foregoing will not prohibit Licensee from traversing to, from, and across the License Area in standard motor vehicles that do not exceed the weight limitations set forth below. The term "**release**" or "**threatened release**" when used with respect to Hazardous Material will include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under, or about the License Area.

(e) Nuisances. Licensee will not conduct any activities in, on, under, or about the License Area that constitute waste, nuisance, or unreasonable annoyance (including emission of objectionable odors, noises, or lights) to City, to the owners or occupants of neighboring property, or to the public, or that constitute waste or nuisance per se.

(f) Damage. Licensee will not do anything in, on, under, or about the License Area that could cause damage to or interference with any pipelines, facilities, or other property located in, on, under, or about the License Area. Licensee will compensate City for all damage caused to the License Area and City facilities resulting from the activities of Licensee and its Agents and Invitees, including damage resulting from defective work.

(g) Use of Adjoining Land. Licensee acknowledges that the privilege given under this License will be limited strictly to the License Area. Licensee will not traverse over or otherwise use any adjoining lands of City.

(h) Ponding; Water Courses. Licensee will not cause any ponding on the License Area or any flooding on adjacent land. Licensee will not engage in any activity that causes any change, disturbance, fill, alteration, or impairment to the bed, bank, or channel of any natural water course, wetland, or other body of water on, in, under, or about the License Area, nor will Licensee engage in any activity that could pollute or degrade any surface or subsurface waters or result in the diminution or drainage of such waters.

(i) Heavy Equipment and Vehicles. To prevent damage to City's underground pipelines, Licensee's use of vehicles and equipment within twenty feet (20′) of each side of the centerline of any City pipeline (measured on the surface) will be subject to the following restrictions:

(i) The depth of soil cover over the tops of City's pipelines must be at least three feet (3′) for steel cylinder pipe and four feet (4′) for reinforced pre-stressed concrete cylinder pipe to accommodate the loading defined in subsection (ii) below. If any equipment with axle loading exceeds the loads stated in subsection (ii) below or if the depth of soil cover is less than stated above, Licensee will submit to the SFPUC for review and approval, at the SFPUC's sole discretion, engineering calculations prepared by a licensed Professional Engineer licensed in California showing that City's pipelines will not be adversely affected by Licensee's proposed activities. If City's pipelines may be adversely affected, Licensee will submit remedial measures for City's approval to ensure that no adverse effect will occur.

(ii) The effects of vehicle and equipment loads on the pipeline must not exceed the effects of the "AASHTO Standard H-10 Loading." H-10 loading is defined as loading caused by a two-axle truck with a gross weight of ten tons (20,000 lbs.), axles fourteen feet (14′) apart, and rear axle carrying eight tons (16,000 lbs.). Licensee will be responsible for providing the SFPUC adequate evidence that its equipment and vehicles meet the foregoing requirements.

(iii) Licensee will not use vibrating compaction equipment without the SFPUC's prior written approval, which approval may be given or withheld at the SFPUC's sole discretion.

(iv) If the depth of the soil cover over the pipeline (determined by potholing or other proof procedure) is less than the minimum stated in subsection (i) above, unless an alternate method is approved by the SFPUC in writing, all excavation and grading over the pipeline must be performed manually. For any machinery or equipment excavation and grading over and/or within twenty feet (20′) of each side of the centerline of the pipeline (measured on the surface), Licensee will submit a written proposal together with all supporting calculations and data to the SFPUC for review and approval. In any case, the two feet (2′) of soil around the pipeline must be removed manually or by other methods approved by the SFPUC with due care as provided in Section 5(e) [Exercise of Due Care] above.

(j) Cathodic and Other Protection. City may adopt from time-to-time rules and regulations with regard to the SFPUC Overflow Facilities, Licensee's prior improvements or alterations, and Licensee's operations under this License as City may determine are necessary or appropriate, at City's sole discretion, to safeguard against corrosion of, or other damage to, City's pipelines and other facilities. Licensee will immediately comply with all rules and regulations upon receipt of a copy of any rules and regulations.

7. License Fee(s).

(a) Processing Fee. Licensee will pay to City a one-time non-refundable license fee in the amount of Two Thousand Five Hundred Dollars ($2,500) to cover City's processing, inspection, and other administrative costs. Such fee is payable at such time as Licensee signs and delivers this License to City. Payment will be made by good check payable to the City and County of San Francisco and delivered to City in care of the SFPUC Real Estate Director at the address for notices to City specified in Section 31(a) [Notices] below, or such other place as City may designate in writing.

(b) Use Fee. In addition, Licensee will pay to City a use fee in consideration of Licensee's use of the License Area. The use fee payable will be in the amount of Two Thousand Two Hundred and Seventy-Eight Dollars ($2,278) ("**Use Fee**"), as determined by that certain appraisal dated July 23, 2025 by Associated Right of Way Services, Inc. and procured by Licensee. The Use Fee will be paid to City, without prior demand and without any deduction, setoff, or counterclaim whatsoever. If this License is superseded by a new license as contemplated in Section 2(a)(ii), any Use Fee paid by Licensee under this License will be credited against the use fee due and payable under any new license. All sums payable by Licensee to City pursuant to this License will be paid in cash or by good check to the City and County of San Francisco and delivered to City in care of the Customer Service Bureau, Attn: Real Estate Billing, 525 Golden Gate Avenue, 3rd Floor, San Francisco, California, 94102, or such other place as City may designate in writing. **City's acceptance of a third-party check or other payment will not be deemed as City's acceptance or acknowledgement of any assignment of this License and will not be deemed to establish a relationship between City and that third party. Any sum tendered by a third party will be deemed a use fee tendered on behalf of Licensee and not on behalf of the third party regardless of whether it contains a restrictive endorsement**.

(c) Intentionally Omitted.

(d) Intentionally Omitted.

8. Required Insurance Coverages. Licensee's compliance with the provisions of this Section 8 will in no way relieve or decrease Licensee's indemnification or other obligations under this License. Licensee must maintain in force, during the full Term of this License, insurance in the amounts and coverages listed below. In addition, Licensee will cause each Agent (defined in Section 19 [Indemnity] below) performing work on the License Area to procure and keep in effect during the course of any work appropriate amounts of insurance and add City as additional insured for those respective policies.

(a) Commercial General Liability Insurance with limits not less than $3,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Independent Contractors, Explosion, Collapse, and Underground (XCU), Broad Form Property Damage and Products, and Completed Operations.

(b) Commercial Automobile Liability Insurance with limits not less than $2,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned, and Hired auto coverage, as applicable.

(c) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident, injury, or illness.

(d) Pollution Liability Insurance applicable to Licensee's activities and responsibilities under this License with limits not less than $1,000,000 each occurrence combined single limit, including coverage for on-site third-party claims for bodily injury and property damage.

(e) Additional Insured Endorsements.

(i) The Commercial General Liability and Pollution Liability policies must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(ii) The Commercial Automobile Liability Insurance policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(f) Waiver of Subrogation Endorsements. The Workers' Compensation policy(ies) and all Liability Policies referenced above will be endorsed with a waiver of subrogation in favor of City for all work performed by Licensee or its Agents.

(g) Primary Insurance Endorsements.

(i) The Commercial General Liability policy will provide that the policy is primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this License, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(ii) The Commercial Automobile Liability Insurance policy will provide that the policy is primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this License, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(iii) The Pollution Liability Insurance policy will provide that the policy is primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this License, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(iv) The policies will also provide for severability of interests and that an act or omission of one of the named insureds that would void or otherwise reduce coverage will not reduce or void the coverage as to any other insured and will afford coverage for all claims based on acts, omissions, injury, or damage that occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period.

(h) Other Insurance Requirements.

(i) Thirty (30) days' advance written notice will be provided to City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice will be provided to City. Notices will be sent to the City address set forth in Section 31(a) [Notices].

(ii) If any of the required insurance is provided under a claims-made form, Licensee will maintain coverage continuously throughout the Term of this License and, without lapse, for a period of three years beyond the expiration of this License, to the effect that, should occurrences during the License Term give rise to claims made after expiration of the License, those claims will be covered by the claims-made policies.

(iii) If any of the required insurance is 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 the general annual aggregate limit, the general annual aggregate limit must be double the occurrence or claims limits specified above.

(iv) If any required insurance lapses during the Term of this License, requests for payments originating after the lapse will not be processed until City receives satisfactory evidence of reinstated coverage as required by this License, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this License effective on the date the insurance lapses.

(v) Prior to the Commencement Date, Licensee will furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Licensee and its contractors will submit or cause their respective insurance brokers to submit requested information through the TenantShield insurance verification program designated by City or any successor program used by City for verification of Licensee and contractor insurance coverage. Approval of the insurance by City will not relieve or decrease Licensee's liability hereunder. If Licensee fails to procure the required insurance, or to deliver policies or certificates, at its option, City may procure the same for the account of Licensee, and Licensee will reimburse City for any costs paid by City within five (5) business days after delivery to Licensee of an invoice therefor.

(vi) If Licensee will use any subcontractor(s) to perform the Permitted Acts, Licensee will require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees, and the Licensee as additional insureds.

(vii) Upon City's request, Licensee and City will periodically review the limits and types of insurance carried pursuant to this Section. If the general commercial practice in the City and County of San Francisco is to carry liability insurance in an amount or coverage materially greater than the amount or coverage then being carried by Licensee for risks comparable to those associated with the License Area, then, at its sole discretion, City may require Licensee to increase the amounts or coverage carried by Licensee hereunder to conform to the general commercial practice.

(i) Self-Insurance.

Licensee will have the right to self-insure with respect to any of the insurance requirements required under this License, to the extent permitted by applicable law. If Licensee elects to self-insure with respect to any of the insurance requirements required under this License, before the Commencement Date and upon written request by the SFPUC, within thirty (30) days of the commencement of each year thereafter, Licensee will submit to the SFPUC a certificate of

self-insurance signed by a duly authorized representative of Licensee, such certificate evidencing that Licensee's self-insurance program is adequately funded, in full force and effect and in compliance with and subject to all the terms, agreements, covenants, conditions and provisions of this License. If Licensee elects to self-insure, Licensee will give City prompt written notice of any significant change in or the depletion of its self-insurance fund. Notwithstanding the foregoing, Licensee is also responsible for causing any contractors, subcontractors, and/or Agents to maintain commercially reasonable insurance coverages and coverage limits as required under this License.

Any deductibles or self-insured retentions must be declared. All deductibles and self-insured retentions will be paid by Licensee.

With respect to any claim, loss, or liability that would have been covered by the insurance policies (including the status as an "additional insured" thereunder of City, the SFPUC, and their respective Agents and Employees) required by this License to be maintained by Licensee but within the self-insured retention or deductible amount, Licensee will cover such claim, loss, or liability on the same basis as the insurance arrangements or deductibles on such insurance policies, including such insurance carrier responsibility to protect City, the SFPUC, and their respective Agents and Employees as an "additional insured."

9. Compliance with Laws. At its expense, Licensee will conduct and cause to be conducted all activities on the License Area permitted by this License in a safe and reasonable manner and in compliance with all laws, statutes, ordinances, rules, regulations, policies, orders, edicts, and the like (collectively, "**Laws**") of any governmental or other regulatory entity with jurisdiction (including the American with Disabilities Act) and all applicable covenants, restrictions, and provisions of record, whether presently in effect or subsequently adopted and whether or not in the contemplation of the Parties. At its sole expense, Licensee will procure and maintain in force at all times during its use of the License Area all business and other licenses or approvals necessary to conduct the activities allowed by this License. City is entering into this License in its capacity as a property owner with a proprietary interest in the License Area and not as a regulatory agency with police powers. No approval by City for purposes of this License will be deemed to constitute approval of any federal, state, City, or other local regulatory authority with jurisdiction, and nothing in this License will limit Licensee's obligation to obtain all regulatory approvals at Licensee's sole cost, or limit in any way City's exercise of its police powers.

Licensee will keep itself fully informed of City's Charter, codes, ordinances and regulations and all state and federal laws, rules and regulations affecting the performance of Licensee's operations pursuant to this License and will at all times comply with those laws and regulations. Licensee agrees to maintain its good standing as a corporation, nonprofit, limited liability company, partnership, joint venture, or similar legal entity at all times during the Term of this License. Licensee's obligation to maintain good standing includes, without limitation, Licensee's continued timely submission of all required information and payments when due to the California Secretary of State, Franchise Tax Board, Internal Revenue Service, California Attorney General's Registry of Charitable Trusts, or any other applicable agency or entity. Licensee will immediately notify City of any voluntary or involuntary change to its good standing status or in its eligibility, rights and privileges as a statutory entity. Upon City's request, Licensee will provide documentation demonstrating its compliance with all applicable Laws. If Licensee will use any contractors to perform the Permitted Acts, Licensee is responsible for ensuring they comply with all applicable Laws at the time Licensee contracts with those contractors and for the duration of

that agreement. Any failure by Licensee or any of its contractors to remain in good standing with applicable Laws will be a material breach of this License.

10. Covenant to Maintain License Area and SFPUC Overflow Facilities. Licensee will be solely responsible for repairing and maintaining the License Area and the SFPUC Overflow Facilities and related improvements or alterations made in or on the License Area, pursuant to this License, in a good, clean, safe, secure, sanitary, and sightly condition. City will have no duty whatsoever for any repair or maintenance of the License Area or the SFPUC Overflow Facilities, or other Licensee improvements or alterations. Throughout the Term of this License, at its sole cost, Licensee will maintain the License Area at all times in a good, clean, safe, secure, sanitary, and sightly condition. Licensee will notify City in writing not less than five (5) days before performing any repair or maintenance work in the License Area, except in the case of an emergency when Licensee will notify City telephonically and in writing as soon as reasonably possible.

11. Monuments.

(a) By its execution and delivery of this License, Licensee acknowledges that the monuments shown on the attached **Exhibit B**, if any, are in place and in good condition. During the installation of the SFPUC Overflow Facilities and at all times during Licensee's use of the License Area, Licensee will protect and safeguard City's monuments. Licensee will promptly notify City if Licensee becomes aware of any change in the condition of City's monuments, regardless of the cause of the change.

(b) If Licensee damages a monument necessitating resurvey, repair, or replacement, as determined by City at its sole discretion, Licensee will survey, file a land surveyor's map in the Official Records of the County of San Francisco, and install a replacement monument within thirty (30) days of completion of work authorized under this License, all at Licensee's expense and to City's satisfaction. A recorded surveyor's map will be furnished by Licensee to the SFPUC for its records.

(c) During the Term of this License, City may replace missing monuments or install new monuments. When City replaces missing monuments or installs new monuments, City will give Licensee written notice of the replacement or installation. Upon deposit of the notice in the U.S. mail by City, postage prepaid, Licensee will assume the protection and replacement responsibilities set forth in this License.

12. Relocation or Alteration of Facilities or Improvements. Without limiting City's rights under this License, at City's written request, Licensee will promptly alter or relocate the SFPUC Overflow Facilities, as may be necessary to avoid any actual or potential interference with the installation, construction, maintenance, operation, repair, replacement, or removal of any of City's pipelines, power lines, facilities, or other structures now or later constructed or with any other operations or land uses by City. In the request, City may specify reasonable time limits for completion of the work. City will reimburse Licensee for the reasonable documented costs incurred by Licensee directly resulting from such City-requested alterations or relocation. If, after the written notice, Licensee fails to complete the requested work within the prescribed time limits, City may perform the requested work. If City elects to perform the alteration or relocation work, City will provide no less than sixty (60) days' prior written notice to Licensee. In the event of an emergency, at City's sole option, and without notice, City may, alter, relocate, or protect all

SFPUC Overflow Facilities, improvements, plantings, or other property installed or placed in, on, under, or about the License Area by Licensee. Upon City's written or oral notice that an emergency exists, Licensee must ensure that the owner of any utility facilities installed in the License Area by or for Licensee's Permitted Use, take immediate action at its sole expense to protect, remove, or relocate the utility facilities as required by City to address the emergency.

13. Intentionally Omitted.

14. Signs. Except for any pipeline markers required by City or any regulatory agency with jurisdiction, Licensee will not place, erect, or maintain any sign, advertisement, banner, or similar object in, on, or about the License Area without City's prior written consent, which City may give or withhold at its sole discretion; provided, however, that, without City's prior written consent, if necessary for Licensee's construction use, Licensee may place in the License Area a temporary sign of less than thirty (30) days' duration that does not penetrate the ground surface.

15. Surrender. Upon the expiration of this License or within ten (10) days after any termination of this License, Licensee will surrender the License Area in substantially the same condition as received excepting any plants or other vegetation removed or planted by Licensee, free from hazards, and clear of all debris. At that time, Licensee will remove all of its property from the License Area and any signs, and, upon City's request, the SFPUC Overflow Facilities and any other structures, improvements, or alterations placed on the License Area during the Term of this License, and will repair, at its cost, any damage to the License Area caused by the removal. Licensee's obligations under this Section will survive any termination of this License.

16. Repair of Damage. If any portion of the License Area or any City property located on or about the License Area is damaged or threatened by any of the activities conducted by Licensee or anyone acting by or through Licensee during the Term, at its sole cost, Licensee will immediately notify City of the damage or threat by **(a)** calling the SFPUC's dispatch operator as specified in Section 31(b) [Emergency Contacts] below, and **(b)** providing written notice in accordance with Section 31(a) [Notices] below. City may, but will not be obligated to, remedy the damage or threat at Licensee's sole cost, or City may elect to observe Licensee's repair work. If City elects not to remedy the damage or threat, Licensee will repair all damage and restore the License Area or property to its previous condition subject to City's inspection, review, and approval. City has no responsibility or liability of any kind with respect to any utilities that may be on, in, or under the License Area. Licensee is solely responsible for the location of any utilities and other existing facilities and their protection from damage. Licensee will be solely responsible to arrange and pay directly for any utilities or services necessary for its Permitted Acts; provided, Licensee will obtain City's prior written approval for the provision of any services or utilities in, on, under, or through the License Area.

17. Default; Remedies. Any of the following shall constitute an event of default ("**Event of Default**") by Licensee under this License:

(a) Use Fee and Other Sums. Any failure to pay the Use Fee or any fee or other sums as and when due, provided Licensee shall have a period of three (3) business days from the date of written notice from City within which to cure any default in the payment of the Use Fee or other sums.

(b) Covenants, Conditions, and Representations. Any failure to perform or comply with any provision or representation made under this License, provided that Licensee shall have a period of thirty (30) business days from the date of written notice from City of such failure ("**Default Notice**") within which to cure such default under this License ("**Cure Period**"), or, if such default is not capable of cure within the Cure Period, Licensee shall have a reasonable period to complete the cure if Licensee promptly undertakes action to cure the default within the Cure Period and thereafter diligently prosecutes the same to completion and Licensee uses its best efforts to complete the cure within sixty (60) days after the receipt of the Default Notice; provided, however, that upon the occurrence during the Term of three defaults of the same obligation, City shall not be required to provide any notice regarding Licensee's failure to perform such obligation, and any subsequent failure by Licensee after Licensee has received three such notices shall constitute a default by Licensee hereunder without any requirement on the part of City to give Licensee notice of such failure or an opportunity to cure.

(c) Vacation or Abandonment. Abandoning the License Area or vacating the License Area for more than fourteen (14) consecutive days without City's consent.

(d) Bankruptcy. The appointment of a receiver to take possession of all or substantially all the assets of Licensee, or an assignment by Licensee for the benefit of creditors, or any action taken or suffered by Licensee under any insolvency, bankruptcy, reorganization, moratorium, or other debtor relief act or statute, whether now existing or hereafter amended or enacted, if any such receiver, assignment, or action is not released, discharged, dismissed, or vacated within sixty (60) days.

(e) City's Right to Cure Defaults by Licensee. If Licensee fails to perform its obligations under this License or if Licensee defaults in the performance of its other obligations under this License, then, at its sole option, City may remedy the failure for Licensee's account and at Licensee's expense after first providing Licensee with (i) five (5) business days' prior written notice of City's intention to cure the default (except that no prior notice will be required in the event of an emergency as determined by City), and (ii) the opportunity for Licensee to cure the default within the notice period or such other longer period of time agreed upon by City. City's action will not be construed as a waiver of City's rights or remedies under this License, and nothing in this License will imply any duty of City to do any act that Licensee is obligated to perform. Licensee will pay to City upon demand, all costs, damages, expenses, or liabilities incurred by City, including reasonable attorneys', experts', and consultants' fees, in remedying or attempting to remedy the default. Licensee's obligations under this Section will survive the termination of this License.

(f) Procedure Upon Failure to Maintain or Abandonment of SFPUC Overflow Facilities. If Licensee abandons or otherwise materially fails to maintain the SFPUC Overflow Facilities, City will provide written notice of such abandonment or failure ("**Notice of Abandonment**") to Licensee. Licensee shall have ninety (90) days following such Notice of Abandonment to remedy the claimed abandonment or maintenance failure or, if such abandonment or maintenance failure cannot be cured within ninety (90) days, Licensee shall have such additional reasonable time as may be necessary to cure, provided that Licensee's work to remedy the abandonment or failure is commenced within ninety (90) days of the Notice of Abandonment and Licensee diligently works to remedy the abandonment or failure as soon as possible. If Licensee elects to remedy or cure such abandonment or maintenance failure, Licensee shall comply with all of the requirements set forth in this License, including but not limited to the requirements set forth

in Section 5(a) [Approval of Plans and Specifications]. In the event that Licensee fails to respond to the Notice of Abandonment within ninety (90) days or otherwise fails to remedy the claimed abandonment or maintenance failure, City will revoke this License.

18. Special Administrative Charges.

Without limiting City's other rights and remedies set forth in this License, at law or in equity, if Licensee **(i)** constructs or installs any alteration or improvement without the written approval of City as required by Section 5(a) [Approval of Plans and Specifications] of this License, or **(ii)** fails to make a repair required by this License on a reasonably timely basis, or **(iii)** fails to provide evidence of the required insurance coverage described in Section (8) [Required Insurance Coverages] on a reasonably timely basis, then upon written notice from City of such failure or unauthorized action, Licensee shall pay, as an additional charge, the respective amount specified in the table below in consideration of City's administrative cost and expense in providing notice or performing inspections. If Licensee fails to remove the unauthorized alteration or improvement and restore the License Area or perform the necessary repair or provide the necessary document, as applicable, within the time period set forth in such notice, and City delivers to Licensee additional written notice requesting such document or evidence of such repair, or performs additional inspections to verify compliance, then Licensee shall pay to City, as an additional charge, the respective amount specified in the table below for each additional written notice City delivers to Licensee requesting such corrective action.

Violation	License Article	Initial inspection and/or notice	Follow up inspection and/or notice
Construction of Alterations that are not approved by City	5	$700.00	$800.00
Failure to make required repairs	10	$600.00	$700.00
Failure to obtain/maintain insurance	8	$600.00	$700.00

The Parties agree that the charges set forth in this Section represent a fair and reasonable estimate of the administrative cost and expense that City will incur in connection with providing notices or performing inspections as set forth above, and that City's right to impose the foregoing charges shall be in addition to and not in lieu of any and all other rights under this License, at law or in equity.

19. No Costs to City. Licensee will bear all costs or expenses of any kind or nature in connection with its use of the License Area and will keep the License Area free and clear of any liens or claims of lien arising out of or in any way connected with its use of the License Area.

20. Indemnity. Licensee will indemnify, defend, reimburse, and hold harmless City, its officers, agents, employees, and contractors, and each of them, from and against all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages, and liabilities of any kind ("**Claims**"), arising in any manner out of **(a)** any injury to or death of any person or damage to or destruction of any property occurring in, on, or about any part of the License Area, whether such injury, death, damage, or destruction is caused by the person or property of Licensee, its officers, directors, members, employees, agents, consultants, contractors,

or subcontractors (collectively, "**Agents**"), or its invitees, guests, or business visitors (collectively, "**Invitees**"),or third persons, relating to any use or activity under this License, **(b)** any failure by Licensee to faithfully observe or perform any term, covenant, or condition of this License, **(c)** the use of the License Area or any activities conducted on the License Area by Licensee, its Agents, or Invitees, **(d)** any release or discharge, or threatened release or discharge, of any Hazardous Material caused or allowed by Licensee, its Agents, or Invitees, on, in, under, or about the License Area, any improvements or into the environment, or **(e)** any failure by Licensee to faithfully observe or perform any terms, covenants, or conditions of the Recorded Documents to the extent that the terms, covenants, or conditions relate to or are triggered by the work to be performed or the SFPUC Overflow Facilities or other Licensee improvements or alterations on the License Area; except solely to the extent of Claims resulting directly from the gross negligence or willful misconduct of City or City's authorized representatives. In addition to Licensee's obligation to indemnify City, Licensee has an immediate and independent obligation to defend City from any claim that actually or potentially falls within this indemnity provision even if the allegation is or may be groundless, fraudulent, or false, which obligation arises at the time the claim is tendered to Licensee by City and continues at all times thereafter. The foregoing indemnity will include reasonable attorneys', experts', and consultants' fees and costs, investigation and remediation costs, and all other reasonable costs and expenses incurred by the indemnified parties, including damages for decrease in the value of the License Area and claims for damages or decreases in the value of adjoining property. Licensee's obligations under this Section will survive the expiration or other termination of this License.

21. Waiver of Claims.

(a) Neither City nor any of its commissions, departments, boards, officers, agents, or employees will be liable for any damage to the property of Licensee, its officers, agents, employees, contractors, or subcontractors, or their employees, or for any bodily injury or death to these persons, resulting or arising from the condition of the License Area or its use by Licensee, or Licensee's Agents or Invitees.

(b) Because this License is freely revocable by City, Licensee expressly assumes the risk of making any expenditure in connection with this License, even if the expenditures are substantial. Without limiting any indemnification obligations of Licensee or other waivers contained in this License and as a material part of the consideration for this License, Licensee fully RELEASES, WAIVES, AND DISCHARGES forever all claims, demands, rights, and causes of action against, and covenants not to sue, City, its departments, commissions, officers, directors, and employees, and all persons acting by, through, or under each of them, under any present or future Laws, including any claim for inverse condemnation or the payment of just compensation under law or equity, if City exercises its right to revoke or terminate this License.

(c) Licensee acknowledges that it will not be a displaced person at the time this License is terminated or revoked or expires by its own terms, and Licensee fully RELEASES, WAIVES, AND DISCHARGES forever all claims, demands, rights, and causes of action against, and covenants not to sue, City, its departments, commissions, officers, directors, and employees, and all persons acting by, through, or under each of them, under any present or future Laws related to displaced persons or relocation assistance, including all claims for relocation benefits or assistance from City under federal and state relocation assistance laws.

(d) The fees payable pursuant to this License do not take into account any potential City liability for any consequential or incidental damages including lost profits and arising out of disruption to or the SFPUC Overflow Facilities or other Licensee improvements or alterations on the License Area; or Licensee's uses of the License Area permitted by this License. City would not be willing to grant this License in the absence of a waiver of liability for consequential or incidental damages resulting from the acts or omissions of City or its departments, commissions, officers, directors, and employees, and by all persons acting by, through, or under each of them, and Licensee expressly assumes the risk with respect thereto. Accordingly, without limiting any indemnification obligations of Licensee or other waivers contained in this License and as a material part of the consideration for this License, Licensee fully RELEASES, WAIVES, AND DISCHARGES forever all claims, demands, rights, and causes of action against for consequential and incidental damages (including lost profits) and covenants not to sue for consequential or incidental damages City, its departments, commissions, officers, directors, and employees, and all persons acting by, through, or under each of them, arising out of this License or the uses authorized under this License, including any interference with uses conducted by Licensee pursuant to this License, regardless of the cause, and whether or not due to the negligence of City or its departments, commissions, officers, directors, and employees, and all persons acting by, through, or under each of them, except for the gross negligence and willful misconduct of City or its departments, commissions, officers, directors, and employees, and all persons acting by, through, or under each of them.

(e) As part of Licensee's agreement to accept the License Area in its "As Is" condition as provided below, and without limiting its agreement, Licensee, on behalf of itself and its successors and assigns, waives its right to recover from, and forever releases and discharges, City and its officers, agents, and employees, and their respective heirs, successors, administrators, personal representatives, and assigns, from all Claims, whether direct or indirect, known or unknown, foreseen and/or unforeseen, that may arise on account of or in any way be connected with the physical or environmental condition of the License Area and any related improvements or any applicable Laws or the suitability of the License Area for Licensee's intended use.

(f) In connection with the foregoing releases, Licensee acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

> A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Licensee acknowledges that the releases contained in this License include all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Licensee realizes and acknowledges that it has agreed upon this License in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of California Civil Code Section 1542, or any statute or other similar law now or later in effect. The releases contained in this License will survive any termination of this License.

22. <u>As Is Condition of License Area; Disability Access; Disclaimer of Representations</u>. Licensee accepts the License Area in its "AS IS" condition, without representation or warranty of any kind by City, its departments, commissions, officers, directors, and employees, and all persons acting by, through, or under each of them, and subject to all applicable Laws governing the use of

the License Area. Without limiting the foregoing, this License is made subject to all existing and future covenants, conditions, restrictions, easements, encumbrances, and other title matters affecting the License Area, whether foreseen or unforeseen, and whether these matters are of record or would be disclosed by an accurate inspection or survey.

City discloses **(a)** City has not been issued a disability access inspection certificate as described in California Civil Code Section 55.53(e), **(b)** pursuant to California Civil Code Section 1938, that City has not ordered, performed, or caused to be performed, a Certified Access Specialist ("**CASp**") inspection of the License Area (sometimes referred to as "premises" or "subject premises" for the herein disclosures), and **(c)** City makes the following statutory disclosure per California Civil Code Section 1938 (the required "**CASp Disclosure**"):

> "A Certified Access Specialist ("**CASp**") can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties will mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."

23. **No Assignment**. This License is personal to Licensee and will not be assigned, conveyed, or otherwise transferred by Licensee under any circumstances. Any attempt to assign, convey, or otherwise transfer this License will be null and void and cause the immediate termination and revocation of this License.

24. **Cessation of Use**. Licensee will not terminate its activities on and use of the License Area pursuant to this License without prior written approval by City, and only if the Lake Management Plan is amended and no longer requires that Licensee operate and maintain the SFPUC Overflow Facilities.

25. **No Joint Ventures or Partnership; No Authorization**. This License does not create a partnership or joint venture between City and Licensee as to any activity conducted by Licensee on, in, or relating to the License Area. Licensee is not a state actor with respect to any activity conducted by Licensee on, in, under, or around the License Area. City's provision of this License does not constitute City's authorization or approval of any activity conducted by Licensee on, in, around, or relating to the License Area.

26. **Intentionally Omitted**.

27. **Intentionally Omitted**.

28. **Intentionally Omitted**.

29. **Notification of Prohibition on Contributions**. Licensee acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with City for the selling or leasing of any land or building to

or from City whenever the transaction would require the approval by a City elective officer, the board on which that City elective officer serves, or a board on which an appointee of that individual serves, from making any campaign contribution to **(a)** the City elective officer, **(b)** a candidate for the office held by such individual, or **(c)** a committee controlled by that individual or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for the contract or twelve months after the date the contract is approved. Licensee acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of $100,000 or more. Licensee further acknowledges that **(i)** the prohibition on contributions applies to each Licensee; each member of Licensee's board of directors, and Licensee's chief executive officer, chief financial officer, and chief operating officer, if applicable; any person with an ownership interest of more than ten percent (10%) in Licensee; any subcontractor listed in the contract; and any committee that is sponsored or controlled by Licensee; and **(ii)** within thirty (30) days of the submission of a proposal for the contract, the City department seeking to enter into the contract must notify the Ethics Commission of the parties and any subcontractor to the contract. Additionally, Licensee certifies it has informed each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126 by the time it submitted a proposal for the contract to City, and has provided the names of the persons required to be informed to the City department seeking to enter into that contract within thirty (30) days of submitting its contract proposal to the City department receiving that submittal, and acknowledges the City department receiving that submittal was required to notify the Ethics Commission of those persons.

30. Intentionally Omitted.

31. Taxes, Assessments, Licenses, License Fees, and Liens.

(a) Licensee recognizes and understands that this License may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on that interest. Licensee further recognizes and understands that any transfer or assignment permitted under this License and any exercise of any option to renew or extend this License may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder.

(b) Licensee will pay taxes of any kind, including possessory interest taxes, that may be lawfully assessed on the interest created by this License and will pay all other taxes, excises, licenses, permit charges, and assessments based on Licensee's usage of the License Area that may be imposed upon Licensee by law, all of which will be paid when the same become due and payable and before delinquency.

(c) Licensee will not allow or suffer a lien for any taxes or charges to be imposed upon the License Area or upon any equipment or property located on the License Area without promptly discharging the same, provided that Licensee may contest the validity of the same by paying under protest or posting adequate (at City's sole discretion) security during any contest.

(d) San Francisco Administrative Code Sections 23.38 and 23.39 require that City report certain information relating to this License, and any renewals of this License, to the County Assessor within sixty (60) days after any renewal, and that Licensee report certain information relating to any assignment of or transfer under this License to the County Assessor within sixty

(60) days after any assignment or transfer transaction. Licensee will provide this information as may be requested by City to enable City to comply with this requirement.

32. Notices.

(a) Except as otherwise expressly provided in this License, service of notices and demands given under this License will be effective only if in writing and given by delivering the notice in person, by sending it first class mail or certified mail with a return receipt requested, or next-business-day courier, to City or to Licensee, as applicable, at the addresses specified below. Properly addressed notices issued pursuant to this License will be deemed given on the date personal delivery is made or, if sent by a method that provides confirmation of delivery, on the earliest of confirmed delivery or confirmed attempted delivery:

City or the SFPUC: Real Estate Services Division
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102
Attn: Real Estate Director
Re: Vista Grande Overflow Facilities
License P4715
Telephone No.: (415) 487-5210

Licensee: Department of Water & Wastewater Resources
City of Daly City
153 Lake Merced Blvd
Daly City, CA 94015
Attn: Director of Water and Wastewater Resources
Re: Vista Grande Overflow Facilities
License P4715
Telephone No.: (650) 991-8206
Email: jcosgrove@dalycity.org

Telephone numbers and email addresses are provided for convenience of communication and do not constitute sufficient methods for delivering notices. Each party may change its address for notices from time to time by giving notice to the other in the manner described above.

(b) Emergency Contacts. Licensee will immediately notify the San Francisco Water Division by telephone at (415) 550-4900 of any emergency or incident requiring emergency response.

(c) Day-to-Day Communications. Day-to-Day Communications that are not intended as a notice or demand under this License may be communicated by email or telephone. City shall designate an individual to be the key contact for day-to-day communications relating to Licensee's use of the License Area under this License.

City's key contact for day-to-day communications is:

San Francisco Public Utilities Commission

Water Resources Division
525 Golden Gate Avenue
San Francisco, CA 94102
Attn: Obi Nzewi, Groundwater Program Manager
Phone: (415) 554-1876
Email: onzewi@sfwater.org

33. Prohibition of Tobacco Sales and Advertising. No advertising or sale of cigarettes or tobacco products is allowed on the License Area. This advertising prohibition includes the placement of the name of a company producing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product.

34. Prohibition of Alcoholic Beverage Advertising. No advertising of alcoholic beverages is allowed on the License Area. For purposes of this Section, "alcoholic beverage" will be defined as set forth in California Business and Professions Code Section 23004, and will not include cleaning solutions, medical supplies, and other products and substances not intended for drinking. This advertising prohibition includes the placement of the name of a company producing alcoholic beverages or the name of any alcoholic beverage in any promotion of any event or product.

35. Restrictions on the Use of Pesticides. Chapter 3 of the San Francisco Environment Code (the Integrated Pest Management Program Ordinance or "**IPM Ordinance**") describes an integrated pest management ("**IPM**") policy to be implemented by all City departments. Licensee will not use or apply or allow the use or application of any pesticides on the License Area or contract with any person or entity to provide pest abatement or control services to the License Area without first receiving City's written approval of an IPM plan that **(a)** lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Licensee may need to apply to the License Area during the Term of this License, **(b)** describes the steps Licensee will take to meet City's IPM Policy described in Section 300 of the IPM Ordinance and **(c)** identifies, by name, title, address, and telephone number, an individual to act as the Licensee's primary IPM contact person with City. Licensee will comply, and will require all of Licensee's contractors to comply, with the IPM plan approved by City and will comply with the requirements of Sections 300(d), 302, 304, 305(f), 305(g), and 306 of the IPM Ordinance, as if Licensee were a City department. Among other matters, the provisions of the IPM Ordinance: **(i)** provide for the use of pesticides only as a last resort, **(ii)** prohibit the use or application of pesticides on property owned by City, except for pesticides granted an exemption under Section 303 of the IPM Ordinance (including pesticides included on the most current Reduced Risk Pesticide List compiled by City's Department of the Environment), **(iii)** impose certain notice requirements, and **(iv)** require Licensee to keep certain records and to report to City all pesticide use at the License Area by Licensee's staff or contractors.

If Licensee or Licensee's contractor will apply pesticides to outdoor areas at the License Area, Licensee must first obtain a written recommendation from a person holding a valid Agricultural Pest Control Advisor license issued by the California Department of Pesticide Regulation ("**CDPR**") and any pesticide application will be made only by or under the supervision of a person holding a valid, CDPR-issued Qualified Applicator certificate or Qualified Applicator license. City's current Reduced Risk Pesticide List and additional details about pest management on City property can be found at the San Francisco Department of the Environment website, http://sfenvironment.org/ipm.

36. **Conflict of Interest**. Licensee acknowledges that it is familiar with the provisions of Section 15.103 of City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the California Government Code and certifies that it does not know of any facts that would constitute a violation of said provisions. If Licensee becomes aware of any fact that would constitute a violation of these provisions during the Term of this License, Licensee will immediately notify City.

37. **Disclosure**. City's Sunshine Ordinance (San Francisco Administrative Code Chapter 67) and the State Public Records Act (Gov't Code Section 7920.000 et seq.), apply to this License and all records, information, and materials related to this License submitted to City in connection with this License. Accordingly, all records, information, and materials may be subject to public disclosure in accordance with City's Sunshine Ordinance and the State Public Records Act. Licensee authorizes City to disclose any records, information, and materials submitted to City in connection with this License.

38. **Intentionally Omitted**.

39. **Severability**. If any provision of this License, or its application to any person, entity, or circumstance, will be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this License, or the application of any provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this License will be valid and be enforceable to the fullest extent permitted by law, except to the extent that enforcement of this License without the invalidated provision would be unreasonable or inequitable under all the circumstances or would frustrate a fundamental purpose of this License.

40. **Cooperative Drafting**. This License has been drafted through a cooperative effort of both Parties, and both Parties have had an opportunity to have the License reviewed and revised by legal counsel. No Party will be considered the drafter of this License, and no presumption or rule that an ambiguity will be construed against the Party drafting the clause will apply to the interpretation or enforcement of this License.

41. **Intentionally Omitted**.

42. **San Francisco Packaged Water Ordinance**. Licensee will comply with San Francisco Environment Code Chapter 24 ("**Chapter 24**"). Licensee will not sell, provide, or otherwise distribute Packaged Water, as defined in Chapter 24 (including bottled water), in the performance of this License or on City property unless Licensee obtains a waiver from City's Department of the Environment. If Licensee violates this requirement, City may exercise all remedies in this License and the Director of City's Department of the Environment may impose administrative fines as set forth in Chapter 24.

43. **General Provisions**. **(a)** This License may be amended or modified only by a writing signed by City and Licensee. **(b)** No waiver by any Party of any of the provisions of this License will be effective unless in writing and signed by an officer or other authorized representative of such Party, and only to the extent expressly provided in a written waiver. No waiver will be deemed a subsequent or continuing waiver of the same, or any other, provision of this License. **(c)** The exhibits referenced in and attached hereto are incorporated into this License. **(d)** This License contains the entire agreement between the Parties regarding the subject matter of this

License, and supersedes all prior written or oral negotiations, discussions, understandings, and agreements between the Parties regarding such subject matter. **(e)** The Section and other headings of this License are for convenience of reference only and will be disregarded in the interpretation of this License. **(f)** Time is of the essence in all matters relating to this License. **(g)** This License will be governed by California law and City's Charter. **(h)** If either Party commences an action against the other or a dispute arises under this License, the prevailing party will be entitled to recover from the other reasonable attorneys' fees and costs. For purposes of this License and the indemnifications set forth in this License, reasonable attorneys' fees of City will be based on the fees regularly charged by private attorneys in San Francisco with comparable experience notwithstanding City's use of its own attorneys. **(i)** If Licensee consists of more than one person then the obligations of each person will be joint and several. **(j)** Licensee may not record this License or any memorandum of this License. **(k)** Subject to the prohibition against assignments or other transfers by Licensee hereunder, this License will be binding upon and inure to the benefit of the Parties and their respective heirs, representatives, successors, and assigns. **(l)** Any sale or conveyance of the property burdened by this License by City will automatically revoke this License. **(m)** Except as expressly provided to the contrary, all approvals, consents, and determinations to be made by City under this License may be made at City's sole and absolute discretion. **(n)** Whenever this License requires City's or the SFPUC's consent or approval, the General Manager of the SFPUC, or their designee, will be authorized to provide such consent or approval, except as otherwise provided by applicable Laws, including City's Charter, or by the SFPUC's Real Estate Guidelines. No consent, approval, election, or option will be effective unless given, made, or exercised in writing. **(o)** This License may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. **(p)** Use of the word "including", or similar words will not be construed to limit any general term, statement, or other matter in this License, whether or not language of non-limitation, such as "without limitation" or similar words, are used. **(q)** Each person executing this License on Licensee's behalf does hereby represent and warrant that Licensee has full right and authority to enter into this License, and that each person signing on behalf of Licensee is duly authorized to bind Licensee to the terms and conditions of this License. Upon City's request, Licensee will provide documentation confirming the foregoing representations and warranties.

[SIGNATURES ON FOLLOWING PAGE]

LICENSEE REPRESENTS AND WARRANTS TO CITY THAT IT HAS READ AND UNDERSTANDS THE CONTENTS OF THIS LICENSE, HAS HAD AN OPPORTUNITY TO REVIEW AND DISCUSS IT WITH COUNSEL OF ITS CHOOSING, AND AGREES TO COMPLY WITH AND BE BOUND BY ALL OF ITS PROVISIONS.

LICENSEE:

CITY OF DALY CITY,
a municipal corporation

By: _____

Its: _____

Date: _____

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
DENNIS J. HERRERA
General Manager
San Francisco Public Utilities Commission
(authority pursuant to SFPUC Resolution No. _____ and San Francisco Board of Supervisors' Resolution No. _____)

Date: _____

APPROVED AS TO FORM:

DAVID CHIU
City Attorney

By: _____
Nancy Taylor
Deputy City Attorney

EXHIBIT A-1

Description of the Property

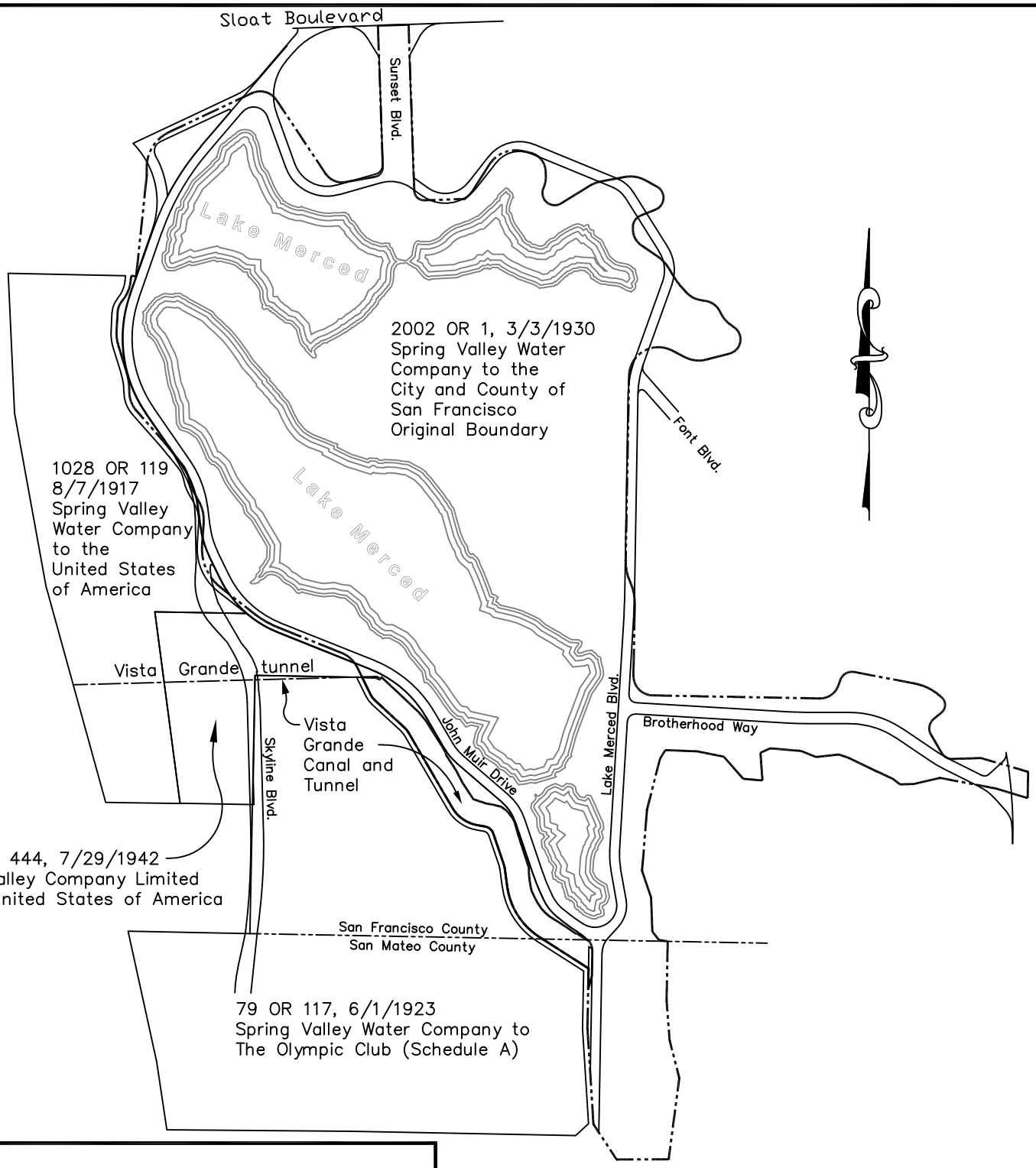
All that certain real property located in the County of San Francisco, California, described as follows:

SFPUC Parcel No. 55 ("**Lake Merced Tract**"), according to SFPUC records and as shown on the drawing attached as **Exhibit A-2** and made a part of this License.

EXHIBIT A-2

Depiction of the Property

[see attached]



City and County of San Francisco

Public Utilities Commission

San Francisco Water Department

Exhibit B

SFPUC Parcel 55

(Lake Merced Tract)

2002 Official Records 1

San Francisco Lands

City and County of San Francisco

Skyline Boulevard, 435 OR 7, 1/14/1922
Spring Valley Water Company to the
State of California (as an easement)

John Muir Drive dedicated as shown on
San Francisco Dept of Public Works map
T–17–10; and recorded 9/18/1968 in
map book V page 32.

Scale: 1" = 1500'

Page 1 of 1

Date: October 22, 2025

Drawing No. 21–0005

EXHIBIT B-1

Legal Description of License Area

[see attached]

.

August 14, 2025

EXHIBIT "A"
LEGAL DESCRIPTION
FOR
A LICENSE TO OPERATE OVERFLOW FACILITIES
OVER AND UNDER A PORTION OF
THE LANDS OF THE CITY AND COUNTY OF SAN FRANCISCO,
STATE OF CALIFORNIA

ALL THAT CERTAIN REAL PROPERTY situate in the City and County of San Francisco, State of California, said real property being a strip of land, over and under a Portion of Parcel 55, "Lake Merced Tract," as described in that certain Deed from Spring Valley Water Company to the City and County of San Francisco, recorded March 3, 1930 in Book 2002 at Page 1, Official Records of the City and County of San Francisco, **the centerline of said real property** being more particularly described as follows:

COMMENCING at a point on the general northeasterly Right of Way Line of John Muir Drive as depicted on the Official Map, showing the opening of John Muir Drive between Skyline Boulevard and Lake Merced Boulevard, said Map recorded September 18, 1968, in Book "V", Page 32, City and County of San Francisco, said point being the southeasterly terminus of the course " 1027.963 " as shown on said Map;

Thence from said **POINT OF COMMENCEMENT** along the said general northeasterly Right of Way Line of John Muir Drive from a tangent that bears, South 68°13'57"East, **along a curve to the right with a radius of 1250.00 feet, through a central angle of 7°01'58", an arc distance of 153.43 feet** to the **POINT OF BEGINNING** for this description;

Thence from said **POINT OF BEGINNING**, leaving said northeasterly Right of Way Line, entering and traversing over and under the above-mentioned Parcel 55, "Lake Merced Tract," (Bk. 2002 O.R. Pg. 1), along the centerline of the above-mentioned **strip of land being 10.00 feet in width, North 27° 52'36" East, a distance of 26.69 feet** to the point hereinafter referred to as **Point "F," said "Point "F" being on said centerline at change of the width of said strip of land from 10.00 feet to 20.00 feet in width;**

Thence from said Point "F" and continuing along the said centerline of the strip of land, **20.00 feet in width,** the following two (2) courses:

1) **North 27° 52' 36" East, a distance of 15.14 feet** to an angle point in said centerline, and;
2) **North 63° 24' 40" East, a distance of 14.06 feet** to the point referred to as **Point "G," said "Point "G" being on said centerline at change of width of said strip of land from 20.00 feet to 10.00 feet in width;**

Thence from said Point "G" and continuing along the said centerline of strip of land, **10.00 feet in width, North 63° 24' 40" East, a distance of 813.47 feet** to the point hereinafter referred to as **Point "H," said "Point "H" being on said centerline at change of width of said strip of land from 10.00 feet to 20.00 feet in width;**

Thence continuing along the centerline of strip of land, **20.00 feet in width, North 63° 24' 40" East, a distance of 15.00 feet** to a point within Lake Merced.

Said point within Lake Merced, being the **POINT OF TERMINATION** for this description.

The sidelines of the southwesterly section of the **above-described strip of land, are lengthened or shortened** to terminate on the southwest by the general northeasterly Right of Way Line of said John Muir Drive as depicted on said Official Map (Map Book "V," Page 32) and terminate on the northeast, perpendicular to the Point of Termination within Lake Merced.

END OF DESCRIPTION

The Common County Limits Line between the City and County of San Francisco and the County of San Mateo as depicted on that certain Record of Survey Map recorded June 26, 2020, in Map Book 11 at Pages 178 to 200, City and County of San Francisco and recorded May 28, 2020, in Book 49 L.L.S. Maps at Pages 26-48, Records of San Mateo County between Monument No. 4101 (Original 1898- 8"x 8" Granite Monument with Copper Nail in a Lead Plug on the edge of The Olympic Club golf fairway) and the 2" Brass Disc in the Top of Curb at Lake Merced Blvd., No. 9827, with the measured bearing of **North 88° 57' 23" West,** is being taken for the purpose of making this description.

Containing 9,286 square feet, more or less.

Being a portion of Block 7283, Parcel 001 (1995), Currently: Block 7283, Parcel 004.
A plat to accompany legal description, Exhibit "B," is attached hereto and made a part thereof.
The dimensions stated in this description and accompanying Plat (Exhibit "B") are measured in ground distances.

This description was prepared by me or under my direction in August of 2025 pursuant to Sections 8725, 8726(a)(3), and 8726(a)(7) of the Professional Land Surveyors Act of the State of California (Business and Professions Code Sections 8700-8805).

John T. May
Licensed Land Surveyor No. 8570
(exp. 12/31/2025)
State of California

8/14/2025
Date:

J:\CONJobs2\16926- City of Daly City - Vista Grande Pipeline\Office\Legals\JgMay Legal Descriptions\Overflow_License.docx

EXHIBIT B-2

Depiction of License Area

[see attached]

EXHIBIT "B"

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	7°01'58"	1250.00'	153.43'

CITY & COUNTY OF SAN FRANCISCO
PARCEL 55 - LAKE MERCED TRACT
BK. 2002 O.R. PG. 1
APN 7283-001 (1995)
BOOK 7283,PARCEL 004

LICENSED LAND SURVEYOR THOMAS J. MAY No.8570 STATE OF CALIFORNIA

LEGEND

— — — — — —	CENTERLINE OVERFLOW LICENSE AREA
— — — — — —	PROPOSED LICENSE AREA
———————	PROPERTY LINE
A.P.N.	ASSESSOR'S PARCEL NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.O.T.	POINT OF TERMINATION
SQFT	SQUARE FEET

N

150 75 0 150

SCALE: 1 INCH = 150 FT

SHEET 1 OF 1

THE DIMENSIONS STATED ON PLAT (EXHIBIT "B") ARE MEASURED IN GROUND DISTANCES.

TOWILL | Surveying, Mapping and GIS Services
2300 Clayton Road, Suite 1200
Concord, CA 94520-2176
(925) 682-6976 - www.towill.com

J:\CONJobs1\16926- City of Daly City - Vista Grande Pipeline\Office\CAD\PLATS\16926-Daly City Vista Grande Pipeline_PLAT_OVERFLOW.dwg; Jun 19, 2025 - 4:46pm

EXHIBIT C

Deed

[see attached]

Deed

Spring Valley Water Company

to

City and County of San Francisco

Water System Properties

Dated as of March 3, 1930

This Indenture, made and entered into as of this 3rd day of March, 1930, by and between SPRING VALLEY WATER COMPANY, a corporation, duly organized, existing and acting under and by virtue of the laws of the State of California, hereinafter referred to as "Water Company," the party of the first part, and CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation of the State of California, hereinafter referred to as "City," the party of the second part,

Witnesseth:

That the Water Company, for and in consideration of the sum of Thirty-nine Million Nine Hundred Sixty-two Thousand Six Hundred Six and 51/100 Dollars ($39,962,606.51) (modified by certain adjustments for rents, incomes, additions and betterments, etc., subsequent to December 31, 1929), paid to the Water Company by the City, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer, convey and set over to the City all of the water system and the business and good will attached thereto now owned, possessed and used by the Water Company in the conservation, storage, transmission, distribution and sale of water to the City and County of San Francisco and its inhabitants, and to other towns and communities and water consumers in the counties of San Mateo, Alameda and Santa Clara, together with all permits, rights, licenses, franchises, grants, privileges, powers and immunities and properties, real, personal and mixed, tangible and intangible, of every nature and kind whatsoever and wherever situated, now owned, held and/or used by the Water Company in conjunction with said water system and business, excluding, however, all lands now owned by the Water Company and not hereinafter specifically described as conveyed to the City, together with the rights incident and appurtenant to such retained lands, except such rights therein as are by the terms of this indenture specifically granted to the City, all of which said property is hereby conveyed to the City free from the lien of any mortgage or deed of trust heretofore executed by the Water Company. Included in the properties hereby conveyed to the City are the following particularly described properties, to-wit:

of Lawton Street 94.683 feet to the intersection thereof with the westerly line of Locksley Avenue (formerly Serpentine Road); thence along said westerly line of Locksley Avenue the following courses and distances, to-wit: south 8° 31′ east 44.876 feet; south 10° 24′ east 176.093 feet; south 15° 22′ east 270.661 feet; south 6° 02′ east 66.142 feet; thence south 43° 06′ 13″ west 72.898 feet to the intersection of said westerly line of Locksley Avenue with the northerly line of Moraga (formerly "M") Street; thence south 86° 45′ west along said northerly line of Moraga Street 127.994 feet to the intersection thereof with the easterly line of Seventh Avenue; thence north 3° 15′ west along said easterly line of Seventh Avenue 600.42 feet to the intersection thereof with the southerly line of Lawton Street and the point of commencement.

Being all of Outside Lands Block No. 859.

Parcel 52:

Commencing at the point of intersection of the northerly line of Lawton (formerly "L") Street with the easterly line of Seventh Avenue, and running thence north 86° 45′ east along said northerly line of Lawton Street 81.594 feet to the intersection thereof with the westerly line of Locksley Avenue (formerly Serpentine Road); thence along said westerly line of Locksley Avenue north 19° 46′ west 124.718 feet; thence north 3° 54′ 48″ east 91.208 feet; thence north 22° 36′ 31″ east 39.93 feet; thence leaving said westerly line of Locksley Avenue south 86° 45′ west 75 feet, more or less, to the easterly line of Seventh Avenue; thence along said easterly line of Seventh Avenue south 3° 15′ east 245 feet, more or less, to the intersection thereof with the northerly line of Lawton Street and the point of commencement.

Being a portion of Outside Lands Block No. 774.

Parcel 53:

Commencing at a point on the westerly line of Seventh Avenue distant thereon 13 feet 11 inches northerly from the northerly line of Lawton (formerly "L") Street; running thence along said westerly line of Seventh Avenue north 3° 15′ west 211 feet 1 inch to the intersection thereof with the southerly line of school property of the City and County of San Francisco; thence along the southerly line of said school lot south 86° 45′ west 83 feet, more or less, to the intersection thereof with the westerly boundary line of the original Winter Tract; thence along said westerly line of said Winter Tract due south 207 feet, more or less, and thence due east 94 feet 1 inch to the westerly line of Seventh Avenue and the point of commencement.

Being a portion of Outside Lands Block No. 775.

Parcel 54:

Commencing at the point of intersection of the southerly line of Ortega (formerly "O") Street with the westerly boundary line of the original Winter Tract, said point being distant along said southerly line of Ortega Street north 86° 45′ east 26 feet, more or less, from the easterly line of Eighth Avenue; running thence north 86° 45′ east 7 feet, more or less, to the northwesterly boundary line of the San Miguel Rancho; thence along said Rancho line south 18° 32′ west 18.5 feet, more or less, to the intersection thereof with said westerly boundary line of said Winter Tract; thence along said last mentioned line due north 18 feet, more or less, to the southerly line of Ortega Street and the point of commencement.

Being a portion of Outside Lands Block No. 952.

Parcel 55: Lake Merced Tract.

The following described parcel of land situate partly within the

City and County of San Francisco and partly within the County of San Mateo in the State of California, to-wit:

Beginning at the point of intersection of the southerly line of Sloat Boulevard with the center line of 36th Avenue if said center line be produced southerly along its present course, and running thence along the southerly extension of said center line south 3° 02′ 50″ east 1700 feet; thence on a circular curve to the left with a radius of 100 feet and a central angle of 90°, a distance of 157.08 feet; thence north 86° 57′ 10″ east 412.35 feet to a point on the arc of a curve with a radius of 300 feet, at which point the tangent to said curve bears north 54° 15′ 30″ east; thence northeasterly along the arc of said curve with a central angle of 22° 56′ 30″, a distance of 120.13 feet; thence north 31° 19′ east 311.01 feet; thence on a curve to the right with a radius of 320 feet and a central angle of 69° 50′ a distance of 390.02 feet; thence south 78° 51′ east 83.63 feet; thence on a curve to the right with a radius of 200 feet and a central angle of 74° 50′, a distance of 261.22 feet; thence south 4° 01′ east 45.27 feet; thence on a curve to the right with a radius of 290 feet and a central angle of 26° 40′, a distance of 134.97 feet; thence on a curve to the left with a radius of 125 feet and a central angle of 145° 26′, a distance of 317.29 feet; thence north 57° 13′ east 341.57 feet; thence on a curve to the right with a radius of 340 feet and a central angle of 21° 07½′, a distance of 125.36 feet; thence north 78° 20½′ east 247.25 feet; thence on a curve to the right with a radius of 320 feet and a central angle of 39° 24′, a distance of 220.05 feet; thence south 62° 15½′ east 132.79 feet; thence on a curve to the right with a radius of 130 feet and a central angle of 129° 06′, a distance of 292.92 feet; thence south 66° 50½′ west 166.29 feet; thence on a curve to the left with a radius of 125 feet and a central angle of 68° 42′, a distance of 149.88 feet; thence south 1° 51½′ east 25.16 feet; thence on a curve to the left with a radius of 200 feet and a central angle of 55° 08′, a distance of 192.45 feet; thence south 56° 59½′ east 194.26 feet; thence on a curve to the right with a radius of 400 feet and a central angle of 25°, a distance of 174.53 feet; thence south 31° 59½′ east 89.25 feet; thence on a curve to the left with a radius of 800 feet and a central angle of 11° 50′, a distance of 165.22 feet; thence south 43° 49½′ east 51.56 feet; thence on a curve to the left with a radius of 250 feet and a central angle of 38° 50′, a distance of 169.44 feet; thence south 82° 39½′ east 44.63 feet; thence on a curve to the right with a radius of 200 feet and a central angle of 54° 04′, a distance of 188.73 feet; thence south 28° 35½′ east 36.54 feet; thence on a curve to the left with a radius of 300 feet and a central angle of 27° 30′, a distance of 143.99 feet; thence south 56° 05½′ east 45.63 feet; thence on a curve to the right with a radius of 150 feet and a central angle of 130° 30′, a distance of 341.65 feet; thence south 74° 24½′ west 247.35 feet; thence on a curve to the right with a radius of 300 feet and a central angle of 41° 40′, a distance of 218.17 feet; thence north 63° 55½′ west 156.34 feet; thence on a curve to the left with a radius of 300 feet and a central angle of 116° 07′, a distance of 607.99 feet; thence south 0° 02½′ east 1887.27 feet; thence on a curve to the left with a radius of 500 feet and a central angle of 23° 30′, a distance of 205.08 feet; thence south 23° 32½′ east 42.76 feet; thence on a curve to the right with a radius of 500 feet and a central angle of 23° 30′, a distance of 205.08 feet; thence south 0° 02½′ east 734.68 feet; thence on a curve to the left with a radius of 200 feet and a central angle of 89° 58½′, a distance of 314.07 feet to Point No. 47 hereinafter referred to; thence north 89° 59′ east 1706.53 feet; thence on a curve to the left with a radius of 200 feet and a central angle of 72° 10′, a distance of 251.91 feet; thence north 17° 49′ east 55.78 feet; thence on a curve to the right with a radius of 125 feet and a central angle of 81° 54′, a distance of 178.68 feet; thence south 80°

17′ east 627.77 feet; thence on a curve to the right with a radius of 550 feet and a central angle of 31° 30′, a distance of 302.38 feet; thence south 48° 47′ east 17.81 feet; thence on a curve to the right with a radius of 100 feet and a central angle of 97° 57′, a distance of 170.95 feet; thence south 49° 10′ west 105.57 feet; thence on a curve to the left with a radius of 125 feet and a central angle of 80° 40′, a distance of 175.99 feet; thence south 31° 30′ east 217.30 feet; thence on a curve to the left with a radius of 125 feet and a central angle of 61° 30′, a distance of 134.17 feet; thence north 87° east 287.95 feet; thence south 74° 49½′ east 503.42 feet to a point in the easterly boundary of the Rancho Laguna de la Merced; thence along said boundary south 0° 15′ east 268.08 feet to a point which is distant along said boundary 1530.44 feet northerly from a granite monument set at the intersection thereof with the boundary line between the City and County of San Francisco and the County of San Mateo; thence the following courses and distances: north 74° 33½′ west 354.95 feet to Point No. 63 hereinafter referred to in the description of Parcel 60; north 80° 23½′ west 568.05 feet; south 75° 36½′ west 266.00 feet; south 86° 36½′ west 146.00 feet; north 54° 23½′ west 101.00 feet; north 66° 13½′ west 160.00 feet; north 65° 28½′ west 344.00 feet; north 72° 41½′ west 97.00 feet; south 82° 18½′ west 229.00 feet; north 69° 41½′ west 173.00 feet; north 86° 21½′ west 315.00 feet; south 63° 58½′ west 108.00 feet; south 5° 21½′ east 282.00 feet; north 86° 51½′ west 195.00 feet; north 42° 31½′ west 305.00 feet; north 80° 01½′ west 282.00 feet; north 89° 01½′ west 321.00 feet to Point No. 79 hereinafter referred to; south 29° 58½′ west 105.00 feet; south 13° 13½′ west 535.00 feet; south 3° 33½′ west 628.00 feet; south 19° 56½′ east 285.00 feet; south 3° 16½′ east 352.00 feet; south 39° 46½′ east 107.00 feet; south 82° 01′ east 90.14 feet to Point No. 86 hereinafter referred to, which point is in the boundary line between the City and County of San Francisco and the County of San Mateo distant thereon 3659.07 feet westerly from a granite monument set at the intersection thereof with the easterly line of the Rancho Laguna de la Merced; thence the following courses and distances: south 0° 01½′ east 610.63 feet to Point No. 87, hereinafter referred to; thence south 5° 26½′ east 400 feet; thence south 15° 26½′ east 400 feet; south 6° 25½′ west 838.00 feet; south 88° 45½′ west 532.00 feet; north 34° 19½′ west 430.00 feet; north 4° 40′ west 977.67 feet; north 0° 02′ west 617.78 feet to Point No. 94, hereinafter referred to; thence north 58° 30′ west 555.05 feet to a point in the boundary line between the City and County of San Francisco and the County of San Mateo, distant 342.37 feet easterly from a granite monument in said boundary line; thence north 58° 30′ west 39.42 feet; thence on a curve to the right with a radius of 730 feet and a central angle of 49° 45½′, a distance of 633.97 feet; thence north 8° 44½′ west 188.53 feet; thence on a curve to the left with a radius of 200 feet and a central angle of 11° 05′, a distance of 38.69 feet; thence north 19° 49½′ west 333.18 feet; thence on a curve to the left with a radius of 110 feet and a central angle of 61° 37½′, a distance of 118.31 feet; thence north 81° 27′ west 76.59 feet; thence on a curve to the right with a radius of 370 feet and a central angle of 50° 09½′, a distance of 323.91 feet; thence north 31° 17½′ west 890.93 feet; thence on a curve to the left with a radius of 200 feet and a central angle of 17° 00½′, a distance of 59.36 feet; thence north 48° 18′ west 416.66 feet; thence on a curve to the right with a radius of 200 feet and a central angle of 21° 00′, a distance of 73.30 feet; thence north 27° 18′ west 297.68 feet; thence north 27° 18′ west 14.22 feet; thence on a curve to the left with a radius of 300 feet and a central angle of 41° 56′, a distance of 219.56 feet; thence north 69° 14′ west 699.64 feet; thence on a curve to the right with a radius of 1000 feet and a central angle of 16° 12½′, a distance of 282.89 feet; thence north 53° 01½′ west 434.46 feet; thence on a curve to the right with a radius of 500 feet

and a central angle of 56° 03′, a distance of 489.13 feet; thence north 3° 01½′ east 232 feet; thence on a curve to the left with a radius of 400 feet and a central angle of 34° 09′, a distance of 238.41 feet; thence north 31° 07½′ west 127.85 feet; thence on a curve to the right with a radius of 200 feet and a central angle of 16° 06′, a distance of 56.20 feet; thence north 15° 01½′ west 89.06 feet; thence on a curve to the left with a radius of 300 feet and a central angle of 25° 03′, a distance of 131.16 feet; thence north 40° 04½′ west 297.11 feet; thence on a curve to the left with a radius of 300 feet and a central angle of 2° 23′, a distance of 12.48 feet; thence north 42° 27½′ west 417.45 feet; thence on a curve to the right with a radius of 285 feet and a central angle of 42° 10′, a distance of 209.74 feet; thence on a curve to the left with a radius of 675 feet and a central angle of 18°, a distance of 212.06 feet; thence north 18° 17½′ west 277.73 feet; thence on a curve to the right with a radius of 400 feet and a central angle of 19° 59′, a distance of 139.51 feet; thence north 1° 41½′ east 196.11 feet; thence on a curve to the right with a radius of 200.20 feet and a central angle of 37° 48′, a distance of 132.07 feet; thence on a curve to the left with a radius of 370 feet and a central angle of 34° 30′, a distance of 222.79 feet; thence north 4° 59½′ east 55 feet to Point No. 129, hereinafter referred to, which point is south 85° 00½′ east 50 feet from the southeast corner of the United States Life Saving Station Tract; thence south 85° 00½′ east 50 feet; thence north 4° 59½′ east 1040.77 feet; thence north 3° 01′ west 63.41 feet; thence on a curve to the right with a radius of 400 feet and a central angle of 66° 46′, a distance of 466.12 feet; thence north 63° 45′ east 934.65 feet; thence on a curve to the right with a radius of 200 feet and a central angle of 81° 28′ 30″, a distance of 284.40 feet; thence south 34° 46′ 30″ east 905.42 feet; thence on a curve to the left with a radius of 200 feet and a central angle of 66° 26′ 30″, a distance of 231.92 feet; thence north 78° 47′ east 305.13 feet; thence on a curve to the left with a radius of 100 feet and a central angle of 81° 49′ 50″, a distance of 142.82 feet to a point on the southerly extension of the center line of 37th Avenue; thence along said last mentioned extension north 3° 02′ 50″ west 1444.29 feet to the southerly line of Sloat Boulevard; thence easterly along said southerly line of Sloat Boulevard 310.26 feet to the point of commencement. Containing 811.13 acres.

All bearings in the foregoing description of Parcel 55 have been computed on the assumption that the boundary line between the City and County of San Francisco and the County of San Mateo runs due east and west.

As incident and appurtenant to the lands herein described as Parcel 55, the Water Company hereby gives and grants to the City the following temporary rights, privileges or easements in, over and upon the lands retained by the Water Company, or in, over and upon other lands adjoining or in the immediate vicinity of said parcel, to-wit:

1. The right to use, in common with the Water Company and others, the existing road known as the "Golf Club Road," extending from Junipero Serra Boulevard in a general westerly direction to the easterly boundary of Parcel 55, until such time as the City shall have access from Junipero Serra Boulevard to the portion of said Golf Club Road now existing within said parcel by means of other streets or roads hereafter constructed by the Water Company or its successors in interest.

2. The right to operate, maintain and repair the existing surface drainage ditch and appurtenances in the northeasterly portion of the Lake Merced lands retained by the Water Company; until such time as said portion shall be subdivided and streets are laid out through the same, after which time said drainage ditch and appurtenances shall be removed by the City.

There are expressly excepted from this grant of Parcel 55 and reserved to the Water Company, its successors and assigns, the following rights and easements, to-wit:

1. The right to use for roadway purposes the present constructed road known as the "Golf Club Road," commencing on the easterly boundary of said Parcel 55 at a point approximately 50 feet southwesterly from Point No. 79 thereof, and running southerly and southwesterly along its present course to the westerly boundary of Parcel 55 at a point distant approximately 307 feet southerly from Point No. 94 thereof.

2. The right to use for roadway purposes the present constructed road commencing on the easterly boundary of Parcel 55 near Point No. 47 thereof and running southwesterly and southerly along its present course to its intersection with the "Golf Club Road."

3. A right of way easement 50 feet wide for a road to be constructed from the easterly boundary of Parcel 55, between Points Nos. 86 and 87 thereof, in a northwesterly direction to an intersection with the "Golf Club Road" near the northeasterly end of the dam dividing the so-called settling pond from South Lake Merced.

4. A right of way easement 50 feet wide for a road to connect that portion of the Lake Merced lands lying immediately north of the easterly extension of said Parcel 55 along Ocean View Gulch with any road the City may hereafter establish and construct along said gulch.

5. Right of way easements, each 80 feet wide, for not more than three roads or streets to extend easterly and westerly across that portion of Parcel 55 which extends northerly to Sloat Boulevard between the center lines of 36th and 37th Avenues produced southerly.

6. The right to construct, maintain, operate, use, repair, enlarge, relay and reconstruct such water pipes, sewers, telephone and power lines across the easterly extension of Parcel 55 along Ocean View Gulch and also across the northerly extension of said Parcel 55 which lies between the center lines of 36th and 37th Avenues produced southerly, as may be necessary for the proper development of the property retained by the Water Company and lying on either side of said extensions.

It is expressly understood between the parties hereto that the location and type of construction of said roads, water pipes, sewers, telephone and power lines, across any portions of said Parcel 55, easements for which are herein reserved to the Water Company, shall be subject to the approval of the City Engineer or other governing authority of the City; but, if for any reason the City and the Water Company shall not be able to agree with reference to said location and type of construction, then the matters upon which no agreement has been reached shall be submitted to three arbitrators, one of whom shall be selected by the City Engineer or other governing authority of the City, one by the Water Company and the third by the two other arbitrators, and the decision of any two of the three arbitrators shall be binding upon each of the parties hereto.

There is expressly reserved to the Water Company, its successors and assigns the right to receive water and water service at legally established rates for use upon any of the lands commonly known as Lake Merced lands which are retained by the Water Company, from water mains now in existence or which may hereafter be constructed through or across any of said Lake Merced lands retained by the Company or hereby conveyed to the City; provided, however, that the particular locations and types of connections with such water mains and the particular mains with which such connections shall be made, shall first be approved by the City Engineer or other governing authority of the City.

This conveyance of Parcel 55 is made subject to certain easements or rights granted or agreed to be granted by the Water Company, which are contained and set forth in those certain deeds and agreements hereinafter specified, which, insofar as they are recited as recorded are recorded in the office of the Recorder of the City and County of San Francisco, to-wit:

1. To San Francisco Golf and Country Club by deed dated February 17, 1916, and recorded February 18, 1916, in Book 911 of Deeds at page 341; by deed dated February 18, 1921, and recorded January 3, 1923, in Book 636, Official Records, at page 187; by deed dated March 12, 1928, and recorded April 4, 1928, in Book 1633, Official Records, at page 424; and by Agreement of Sale dated October 7, 1929, and acknowledged on behalf of the Water Company before O. A. Eggers, Notary Public, October 9, 1929.

2. To Lakeside Golf Club by deed dated October 5, 1916, and recorded October 27, 1916, in Book 982 of Deeds at page 17, and also recorded in San Mateo County on November 16, 1916, in Book 258 of Deeds at page 304.

3. To the State of California by deed dated October 17, 1921, and recorded January 14, 1922, in Book 435, Official Records, at page 7; and by deed dated July 14, 1922, and recorded August 31, 1922, in Book 530, Official Records, at page 143.

4. To Pacific Gas and Electric Company by deed dated August 3, 1925, and recorded August 14, 1925, in Book 1116, Official Records, at page 352.

5. To The Olympic Club by deed dated February 1, 1923, and recorded June 13, 1923, in Book 725, Official Records, at page 75, also recorded in the County of San Mateo on June 1, 1923, in Book 79, Official Records, at page 117, and by deed dated March 18, 1929, and acknowledged on behalf of the Water Company before O. A. Eggers, Notary Public, March 18, 1929.

6. To Lake Merced Golf and Country Club by deed dated April 20, 1929, and acknowledged on behalf of the Water Company before Mabel C. Spence, Notary Public, April 20, 1929.

Said Parcel 55 is also subject to a certain written lease executed by the Water Company to Pacific Gas and Electric Company and the Pacific Telephone and Telegraph Company dated November 6, 1926, providing for the construction and maintenance of a line for power and telephone service purposes; and is also subject to a certain revocable license granted by the Water Company to the Pacific Gas and Electric Company by written instrument dated April 22, 1925, for street lighting purposes.

The Water Company also hereby grants to the City as appurtenant to the lands described as Parcel 55, and for the purpose of protecting and augmenting the waters and water sources of Lake Merced, and also for the purpose of facilitating the supply and distribution of water to consumers in the City and County of San Francisco and vicinity, all those certain rights relating to the construction, maintenance, operation, use and repair of existing or future pipe lines or other utility structures and to the use of the subterranean waters reserved or to be reserved by the Water Company, together with the right to enforce those certain sanitary restrictions imposed for the benefit of adjoining lands of the Water Company, including the lands hereby conveyed to the City, contained or set forth in any of the foregoing instruments described above as three deeds and agreement of sale to San Francisco Golf and Country Club dated, respectively, February 17, 1916; February 18, 1921; March 12, 1928, and October 7, 1929; a deed to Lakeside Golf Club dated October 5, 1916; two deeds to The Olympic Club dated, respectively, February 1, 1923, and March 18, 1929, and a deed to Lake Merced Golf and Country Club dated April 20, 1929; also the rights reserved to the Water

Company in three deeds to Joint Highway District No. 10 of the State of California dated November 14, 1929, and recorded November 25, 1929, one in Book 499 at page 1, another in Book 501 at page 1, and the third in Book 502 at page 1, Official Records of San Mateo County; also the right to exercise and use jointly with the Water Company, those certain rights and privileges reserved to the Company in said two deeds to the State of California dated, respectively, October 17, 1921, and July 14, 1922.

As appurtenant to the lands described in said Parcel 55, there is also conveyed to the City all subterranean waters under the Lake Merced Ranch lands retained by the Water Company and surrounding or in the immediate vicinity of said Parcel 55; provided, however, that there is expressly reserved to the Water Company, and its successors in interest to all or any part of the said situated and retained lands, the right to drill new wells for and to take water from such new wells or from existing wells situate within the limits of the said retained lands for domestic or other use upon such retained lands, or upon the part or parts thereof upon which are located the well or wells from which the particular water is obtained in the event different parts of the said retained lands should ever be owned severally by more than one successor in interest to the Water Company, but not for use elsewhere.

The Water Company grants to the City the right to enter upon the lands retained by the Company for the purpose of repairing, renewing or relaying any parts or portions of the existing Vista Grande sewer; and the City, by the acceptance of this deed of conveyance, assumes the obligations of the Water Company expressed in that certain written agreement dated November 30, 1907, between the Spring Valley Water Company, as party of the first part, and Ocean View Land and Improvement Company, and others, as parties of the second part, relating to the repair and maintenance of said sewer, but does not hereby assume any obligation of the Water Company under said agreement, if any such obligation exists, to enlarge said sewer.

The Water Company also grants to the City, as appurtenant to said Parcel 55, the right to enforce, either separately or jointly with the Water Company, those certain conditions pertaining to sanitary control of the Lake Merced lands embodied in paragraphs "d," "e," "g" and "h" of that certain deed for a surface right of way made by Spring Valley Water Company to Ocean Shore Railway Company dated September 15, 1909, and recorded July 3, 1914, in the office of the Recorder of the City and County of San Francisco in Book 788 of Deeds, page 356; and also the right reserved to the Water Company in said deed to construct or lay water mains across that portion of said surface right of way which lies within the tract of land known as the Lake Merced Golf and Country Club lands.

As a part of the consideration for the sale by the Water Company and the purchase by the City of the lands described in said Parcel 55, the Water Company agrees that no buildings shall ever be permitted upon the following described strip of land, and that said strip of land shall never be used for any purpose other than roadways, parks or gardens, golf courses, or play grounds:

A strip of land having a uniform width of 150 feet measured southwesterly at right angles from the southwesterly boundary of Parcel 55 of lands within the City and County of San Francisco and extending from the southerly line of said City and County in a general northwesterly direction to the boundary line of the United States Military Reservation known as Fort Funston; and continuing thence with a width of 50 feet between the southwesterly and westerly boundary of said Parcel 55 and the northeasterly and easterly boundary of said Military Reservation to Point No. 129 of the survey of said boundary of Parcel No. 55.

In the event of the sale by the Spring Valley Water Company of any portion of the land contained within said strip, the above conditions and restrictions shall be made forever binding upon the parties to whom said land may be sold and upon their successors in interest.

The following described lots, pieces or parcels of land situate wholly within the City and County of San Francisco, State of California:

Parcel 56: Central Pump Station Lot.

Commencing at the point of intersection of the southerly line of Sloat Boulevard with the easterly line of Twenty-third Avenue, if said line of Twenty-third Avenue be produced southerly along its present course; and running thence southerly along said easterly line of Twenty-third Avenue produced 660 feet; thence at an angle of 90° 00½′ to the left 400 feet; thence at an angle of 89° 59½′ to the left and parallel to said easterly line of Twenty-third Avenue 657.39 feet to the southerly line of Sloat Boulevard; thence westerly along said line of Sloat Boulevard at an angle of 88° 44½′ to the left 118 feet to a post set at an angle therein and marked B-8; thence at an angle of 1° 16′ to the left and continuing along said line of Sloat Boulevard 282.03 feet to the easterly line of Twenty-third Avenue produced as aforesaid and the point of commencement. Containing 6.057 acres.

Parcel 57-A: Strip along Junipero Serra Boulevard, North of Ocean View Gulch.

Beginning at the intersection of the easterly line of the Rancho Laguna de la Merced with the southerly line of Ocean Avenue and running thence along said line of said Rancho, at an angle of 64° 53′ 16″ from said southerly line of Ocean Avenue, south 2° 35′ west 230.19 feet; thence leaving said Rancho line south 89° 40′ east 10.01 feet; thence south 2° 35′ west 712.16 feet; thence north 87° 25′ west 10 feet to said Rancho line; thence along said Rancho line south 2° 35′ west 340.30 feet; thence leaving said Rancho line south 87° 25′ east 10.00 feet; thence south 2° 35′ west 2207.96 feet; thence south 89° 37′ west 10.01 feet to said Rancho line; thence along said Rancho line south 2° 35′ west 1565.48 feet to an angle therein; thence leaving said Rancho line south 16° 23′ east 1438.32 feet to the intersection of said easterly line of said Rancho with the northerly line of the tract hereinabove described as Parcel No. 55; thence along said line of Parcel No. 55, north 74° 49½′ west 23.47 feet to the southeasterly corner of that certain tract of land described as Parcel 4 in a deed from Spring Valley Water Company to City and County of San Francisco dated May 1, 1929, and recorded June 18, 1929, in Volume 1863, Official Records of the City and County of San Francisco at page 281; thence northerly along the easterly line of said Parcel 4 and the easterly line of the tract of land described as Parcel 2 in said deed; 6497.491 feet to the southerly line of Ocean Avenue aforesaid; thence south 60° 30′ east 22.43 feet along said Ocean Avenue to the point of beginning. Containing 3.66 acres.

Subject to the terms and conditions of the following instruments, to-wit:

1. Agreement covering streets and street extensions made between Spring Valley Water Company and Urban Realty Improvement Company dated June 9, 1913 and recorded July 3, 1913 in Book 39 of Covenants at page 144, City and County of San Francisco records.

2. Revocable licenses for street lighting purposes granted to Pacific Gas and Electric Company by written instruments dated respectively August 15, 1924, March 31, 1925, in amendment thereof, and April 22, 1925.

Parcel 57-B: Strip along Junipero Serra Boulevard, South of Ocean View Gulch.

Commencing on the easterly line of Rancho Laguna de la Merced at the southeasterly corner of Parcel 55 hereinbefore described; run-

RECORDING PARTICULARS

Recorded in the office of the County Recorder of the City and County of San Francisco at 9:17 A. M., March 3, 1930, in Liber 2002 of Official Records at Page 1.

Recorded in the office of the County Recorder of the County of San Mateo at 9:55 A. M., March 3, 1930, in Volume 491 of Official Records at Page 1.

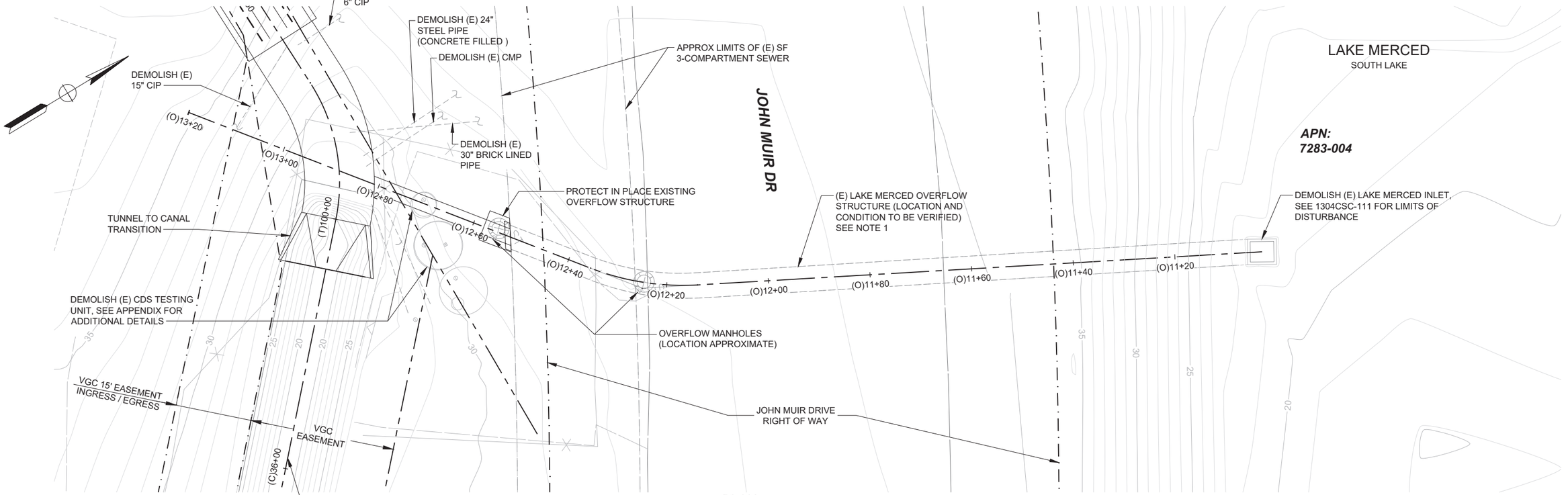
Recorded in the office of the County Recorder of the County of Alameda at 9:29 A. M., March 3, 1930, in Liber 2350 of Official Records at Page 1.

Recorded in the office of the County Recorder of the County of Santa Clara at 9:57 A. M., March 3,. 1930, in Book 509 of Official Records at Page 1.

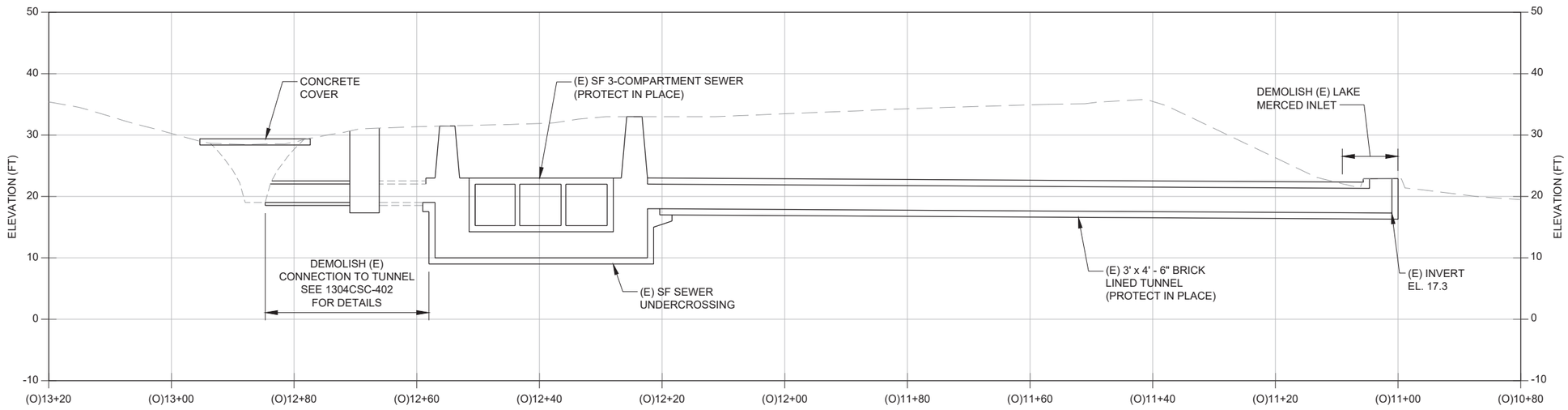
EXHIBIT D

Approved Plans and Specifications

[see attached]



PLAN
SCALE: 1" = 10'-0"



PROFILE
SCALE: 1" = 10'-0"

NOTES:

1. THE CONTRACTOR SHALL PERFORM ALL DEMOLITION WORK UNLESS OTHERWISE EXPRESSLY STATED.

10 0 10 20
SCALE: 1" = 10'-0"

REGISTERED PROFESSIONAL ENGINEER
SHAWN P. SPRENG
No. C73743
Exp. 6-30-25
CIVIL
STATE OF CALIFORNIA
8/22/2024

NO	REVISION	BY	CHK	APP	DATE
1					
2					
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4					
5					
6					

DESIGNED	EKF
DRAWN	JAC
CHECKED	KSC
APPROVED	SPS

THE CITY OF DALY CITY
CALIFORNIA
WATER AND WASTEWATER RESOURCES

Brown AND Caldwell

DELVE underground

VISTA GRANDE
DRAINAGE BASIN IMPROVEMENTS

EXISTING SITE CONDITIONS
DEMOLITION PLAN AND PROFILE
LAKE MERCED OVERFLOW

DATE:	AUGUST 2024
SCALE:	AS SHOWN
JOB NO:	3957.2
DWG NO:	1304CSD-109
REVISION	1
SHT NO:	17 OF 238

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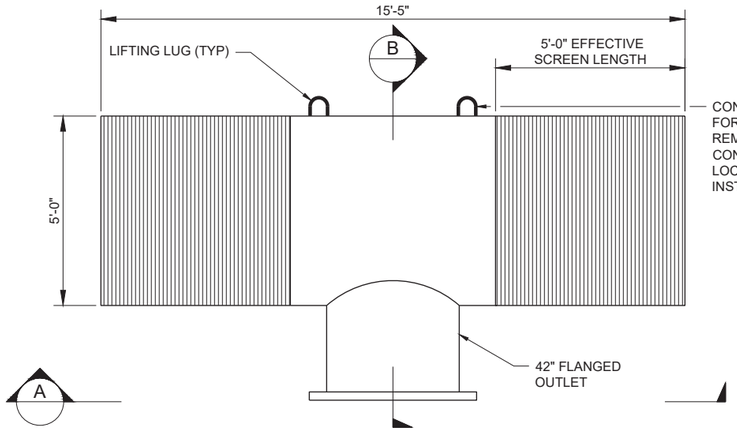
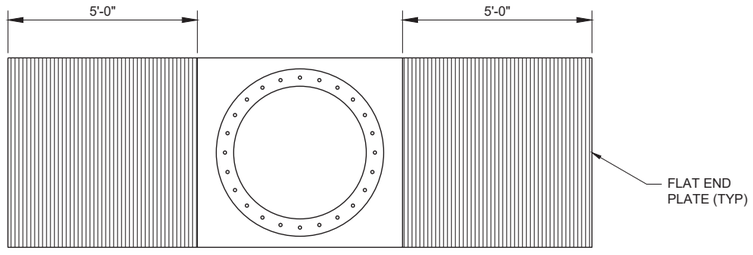


FISH SCREEN

DETAIL 1 — 1304CSC-400

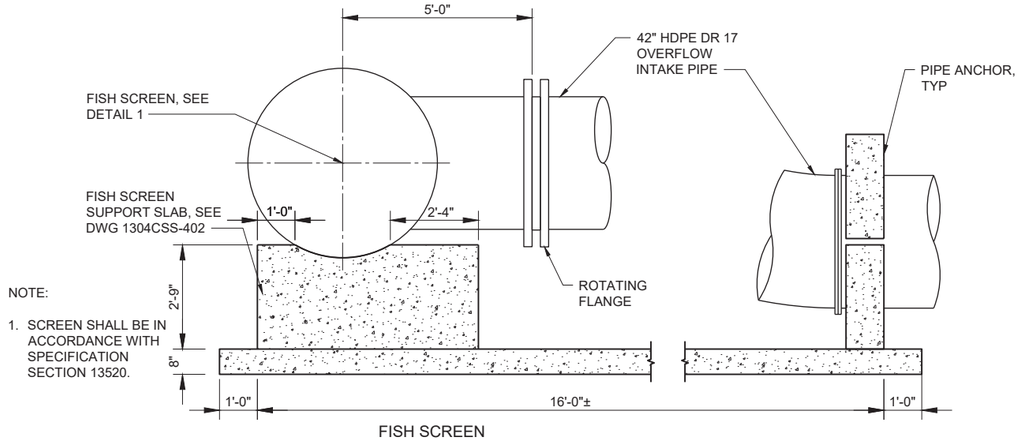
SCALE: 1/2" = 1'-0"



FISH SCREEN

SECTION A

SCALE: 1/2" = 1'-0"



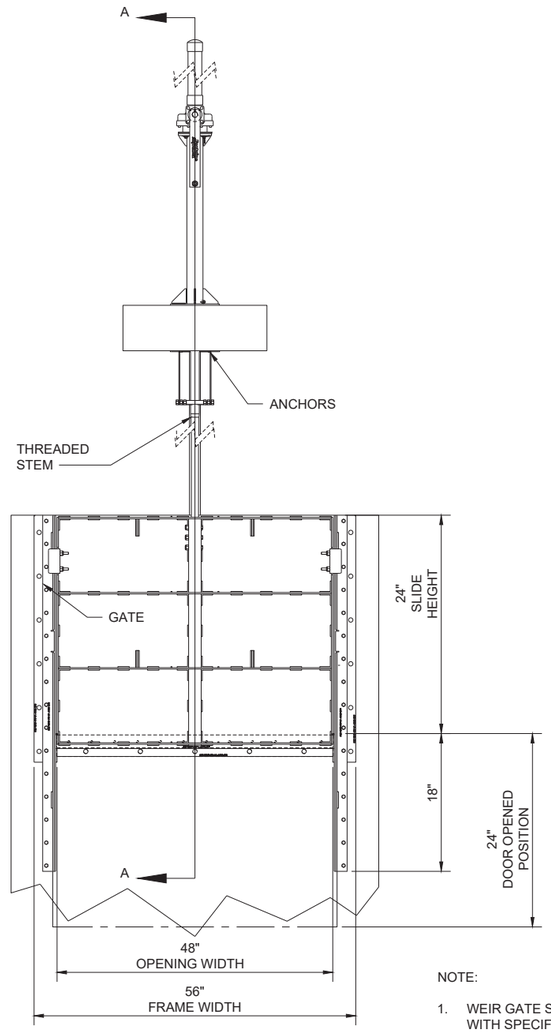
NOTE:

1. SCREEN SHALL BE IN ACCORDANCE WITH SPECIFICATION SECTION 13520.

FISH SCREEN

SECTION B

SCALE: 1/2" = 1'-0"



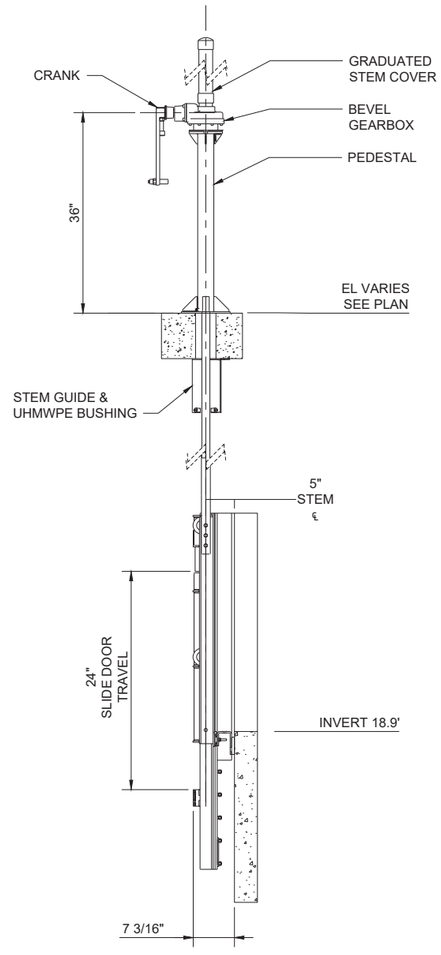
STAINLESS STEEL WEIR GATE

DETAIL 2 — 1304CSM-401

SCALE: NTS

NOTE:

1. WEIR GATE SHALL BE IN ACCORDANCE WITH SPECIFICATION SECTION 11109.



SECTION A-A

REGISTERED PROFESSIONAL ENGINEER
CHRISTOPHER M. PETERS
No. C69669
CIVIL
STATE OF CALIFORNIA

08/26/2024

NO	REVISION	BY	CHK	APP	DATE
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2					
3					
4					
5					

DESIGNED	CDM
DRAWN	LLB
CHECKED	PB
APPROVED	CP

THE CITY OF DALY CITY
CALIFORNIA
WATER AND WASTEWATER RESOURCES

Brown AND Caldwell

DELVE underground

VISTA GRANDE
DRAINAGE BASIN IMPROVEMENTS

LAKE MERCED OVERFLOW DETAILS
SHEET 1 OF 2

DATE:	AUGUST 2024
SCALE:	AS SHOWN
JOB NO:	3957.2
DWG NO:	1304CSM-400
REVISION	△
SHT NO:	190 OF 238

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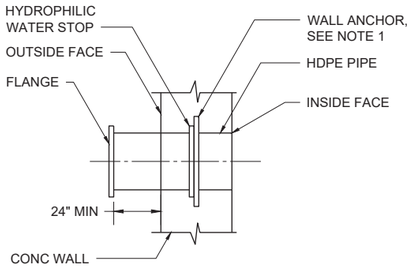
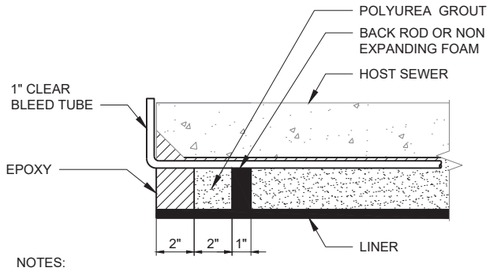


NOTE:

1. WALL ANCHOR RING SHALL HAVE A MINIMUM DIAMETER 3-INCHES GREATER THAN THE OUTSIDE PIPE DIAMETER.

CAST-IN-PLACE STRUCTURE
PIPE PENETRATION

DETAIL 3
SCALE: NTS

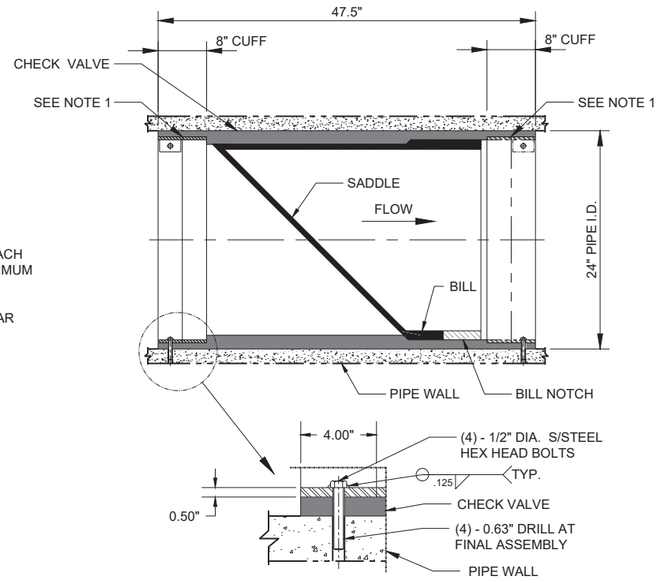


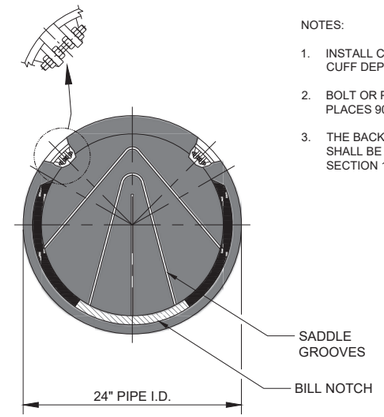
NOTES:

1. A 1" DIAMETER CLEAR BLEED TUBE SHALL BE SECURED THROUGH EACH LINER END OR HOST SEWER END AT 12 O'CLOCK PROTRUDING A MINIMUM DISTANCE OF 24" FROM THE LINER END.
2. LINER TERMINATION SEAL SHALL BE INSTALLED BEFORE THE ANNULAR SPACE GROUT. ANNULAR SPACE GROUTING SHALL CONTINUE UNTIL GROUT BLEEDS FROM THE BLEED TUBE AT THE LINER ENDS.

LINER TERMINATION SEALS

DETAIL 4
SCALE: NTS



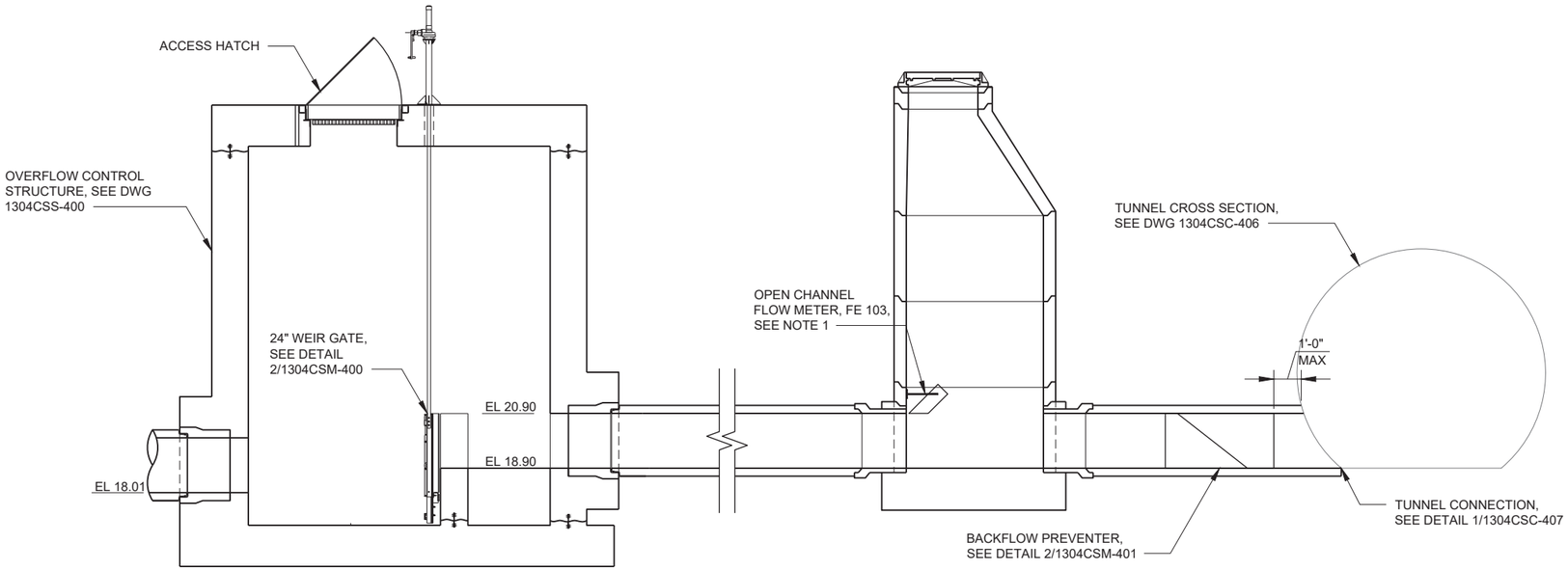


NOTES:

1. INSTALL CLAMP IN UPSTREAM OR DOWNSTREAM CUFF DEPENDING ON INSTALLATION ORIENTATION.
2. BOLT OR PIN CHECK VALVE TO PIPE AS SHOWN, 4 PLACES 90° APART.
3. THE BACKFLOW PREVENTER INLINE CHECK VALVE SHALL BE IN ACCORDANCE WITH SPECIFICATION SECTION 15119.

BACKFLOW PREVENTER

DETAIL 2
SCALE: NTS



NOTES:

1. THE OPEN CHANNEL FLOW METER SHALL BE IN ACCORDANCE WITH SPECIFICATION SECTION 17212. SEE DETAIL 5/1304CSP-107 FOR MOUNTING.

OVERFLOW STRUCTURE

DETAIL 1
SCALE: 3/8" = 1'-0"
1304CSC-401

REGISTERED PROFESSIONAL ENGINEER
CHRISTOPHER M. PETERS
No. C69669
CIVIL
STATE OF CALIFORNIA

08/26/2024

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DESIGNED	CDM
DRAWN	LLB
CHECKED	PB
APPROVED	CP

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VISTA GRANDE
DRAINAGE BASIN IMPROVEMENTS

LAKE MERCED OVERFLOW DETAILS
SHEET 2 OF 2

DATE:	AUGUST 2024
SCALE:	AS SHOWN
JOB NO:	3957.2
DWG NO:	1304CSM-401
REVISION	1
SHT NO:	191 OF 238

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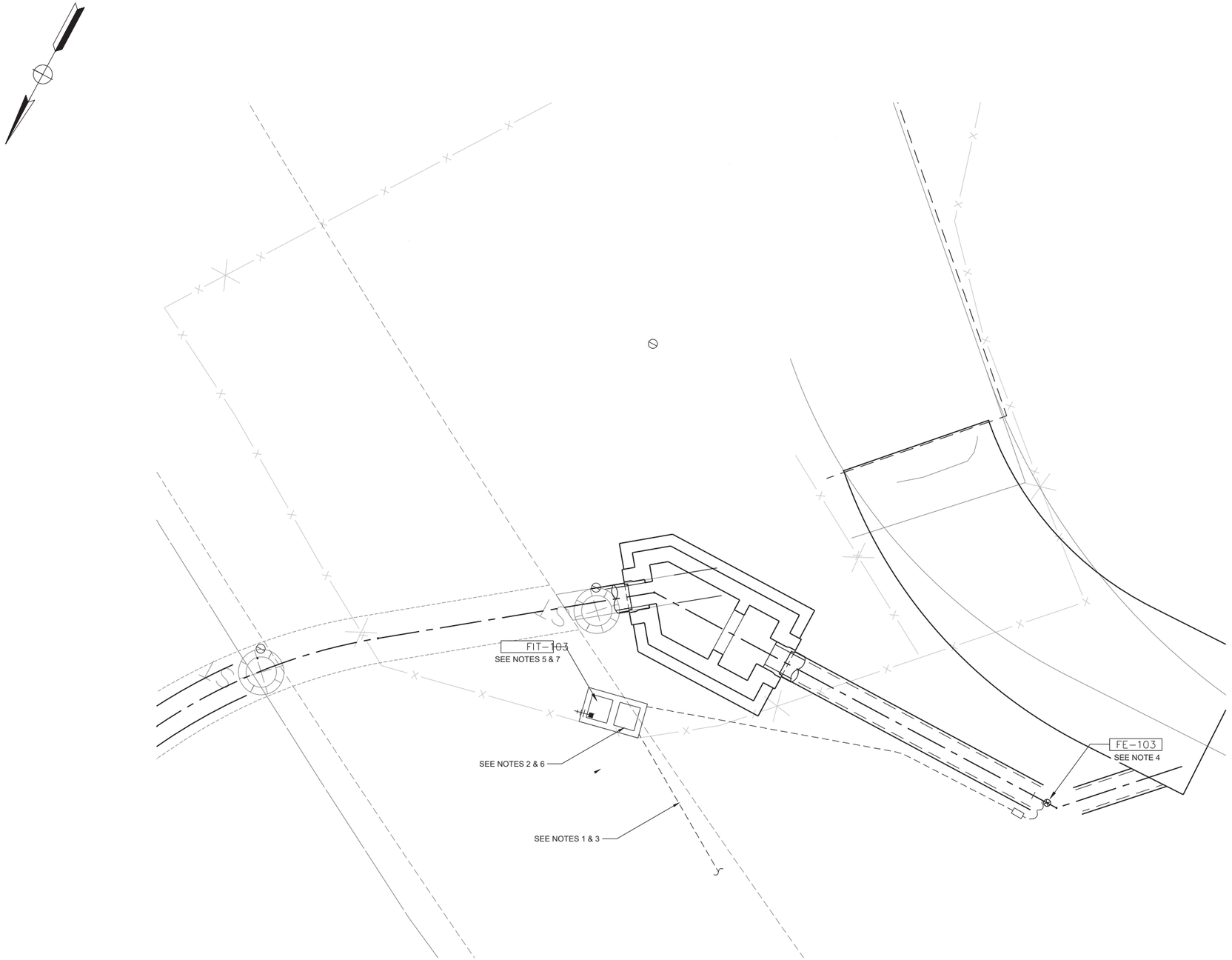

LAKE MERCED OVERFLOW PLAN
SCALE: 1" = 5'

NOTES:

1. COORDINATE UTILITY SERVICE CONDUITS AND POLE RISER WITH PG&E.
2. THE CONTRACTOR SHALL COORDINATE THE POWER PEDESTAL WITH PG&E METERING DEPARTMENT BEFORE INSTALLATION.
3. INSTALL A 2" CONDUIT TO A POLE RISER AS INSTRUCTED BY THE PG&E FIELD INSPECTOR. THE CONDUIT SIZE SUBJECT TO CHANGE DEPENDING ON THE CONDUCTOR REQUESTED BY PG&E. THE MINIMUM SIZE CONDUCTOR THAT WILL SERVE THE NEW LOAD IS #1 AWG FOR LINE AND NEUTRAL. PG&E TO CONFIRM.
4. THE LASER FLOW METER IN THE MAN HOLE SHALL BE INSTALLED PER THE CONCRETE MOUNTING DETAIL ON DRAWING 1304CSP-107. ROUTE THE MANUFACTURER CABLE ON THE WALL OF THE MANHOLE SO THAT IT DOES NOT OBSTRUCT THE MAINTENANCE ACCESS PATHWAY. USE APPROVED CABLE HANGERS IN THE MANHOLE BARREL AND CABLE GRIPS AT THE TOP AND BEFORE IT LEAVES THE SUPPORTS TO ARRIVE AT THE INSTRUMENT.
5. THE CONTRACTOR SHALL CONDUCT A RADIO STUDY TO DETERMINE THE LOCATION OF THE ANTENNA AS NOTED ON DRAWING 1304CSP-105.
6. CONTRACTOR TO FURNISH AND INSTALL ONE 100A, 120VAC, 60Hz, UTILITY PEDESTAL. THE PEDESTAL SHALL BE EQUIPPED WITH THE JAWS TO ACCEPT THE UTILITY METER, ONE 100A MAIN BREAKER, TWO 15A, AND FOUR 20A, 1 POLE, MOLDED CASE CIRCUIT BREAKERS FULLY RATED. THE UTILITY PEDESTAL SHALL BE EQUIPPED WITH A THERMOSTATICALLY CONTROLLED HEATER SIZED FOR MOISTURE CONTROL IN THE ENCLOSURE. ACCEPTABLE MANUFACTURERS ARE TESCO CONTROLS, MILBANK SLIM LINE, OR CP3B, OR APPROVED EQUAL.
7. THE CONTRACTOR SHALL FURNISH AND INSTALL ONE CONTROL PEDESTAL OF THE SAME HEIGHT AS THE UTILITY PEDESTAL TO HOUSE THE FLOW METER TRANSMITTER, RADIO AND REQUIRED ACCESSORIES (FOR A FULLY OPERATIONAL COMMUNICATIONS LINK), AND THERMOSTATICALLY CONTROLLED HEATER (FOR ENCLOSURE MOISTURE CONTROL). POWER TO DEVICES AND ALL REQUIRED ACCESSORIES SHALL BE ROUTED FROM THE UTILITY PEDESTAL BREAKERS. ACCEPTABLE MANUFACTURERS ARE TESCO CONTROLS, MILBANK SLIM LINE, OR CP3B, OR APPROVED EQUAL.

REGISTERED PROFESSIONAL ENGINEER
CARLOS F. VILLALOBOS
No. E14969
ELECTRICAL
STATE OF CALIFORNIA
08/26/2024

NO	REVISION	BY	CHK	APP	DATE
1					
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4					
5					
6					

DESIGNED	CV
DRAWN	TJ
CHECKED	JD
APPROVED	CP

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DRAINAGE BASIN IMPROVEMENTS

LAKE MERCED OVERFLOW ELECTRICAL LAYOUT

DATE:	AUGUST 2024
SCALE:	
JOB NO:	3957.2
DWG NO:	1304CSE-111
REVISION	△
SHT NO:	204 OF 238

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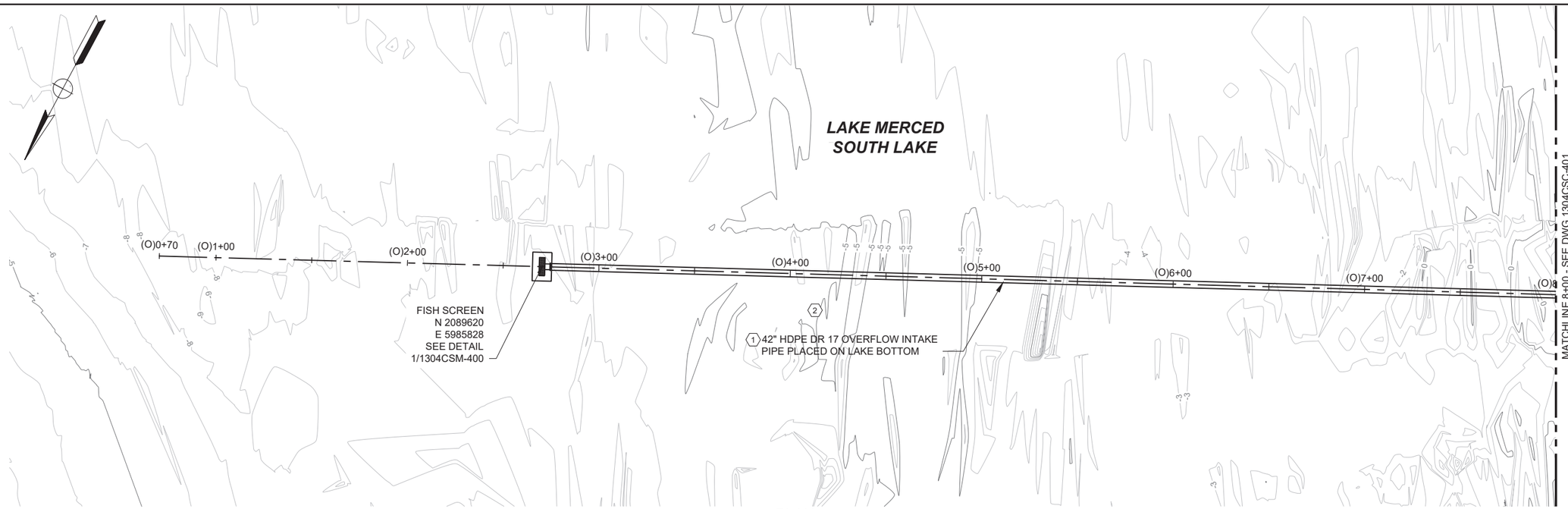
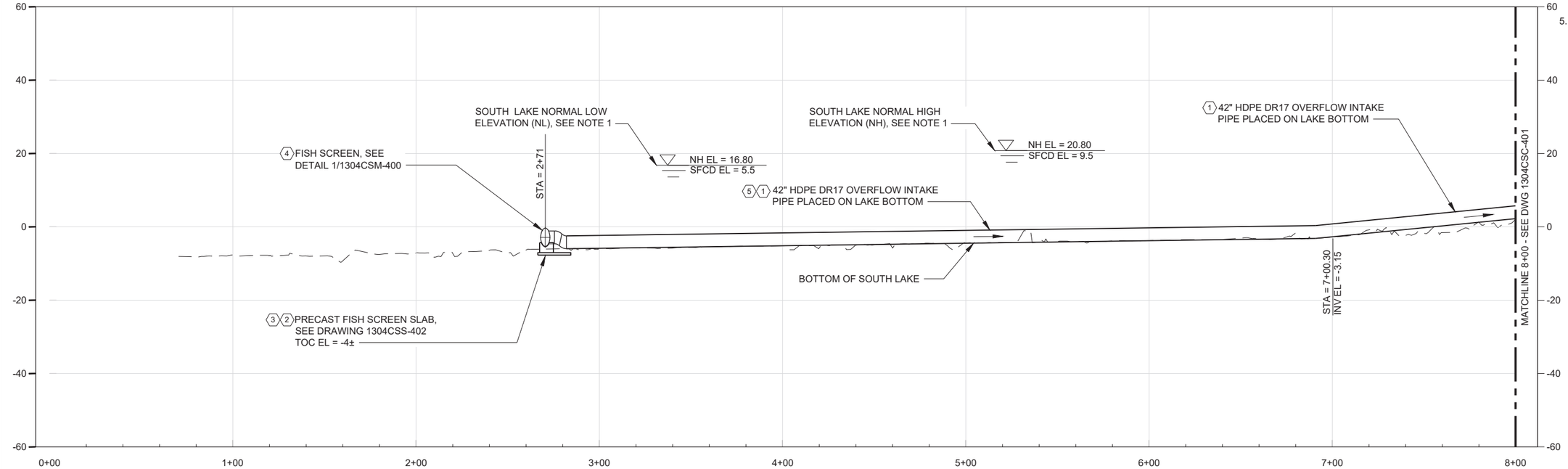


PLAN
SCALE: 1" = 30'



PROFILE
SCALE: 1" = 30' HORZ
1" = 15' VERT

NOTES

1. VERTICAL DATUM IS NAVD88. SUBTRACT APPROXIMATELY 11.33 FEET TO OBTAIN S.F. CITY DATUM (SFCD) ELEVATIONS.

KEY NOTES

1. INSTALL CONCRETE PIPE ANCHORS AT 10 FEET SPACING PER DWG 1304CSS-402. PROVIDE INTAKE PIPE INSTALLATION PLAN PER SPECIFICATION SECTION 15065
2. LOCATION SHOWN FOR FISH SCREEN IS APPROXIMATE. IDENTIFY A LOCATION AT THE LAKE BOTTOM WITH HARD SOIL FOR PLACEMENT OF CONCRETE PAD AND FISH SCREEN IN ACCORDANCE WITH SPECIFICATION SECTION 13520. LOCATION SHALL BE APPROVED BY ENGINEER PRIOR TO START OF CONSTRUCTION OF LAKE MERCED OVERFLOW SYSTEM.
3. ANCHOR FISH SCREEN TO FISH SCREEN SUPPORT SLAB USING SST ANCHOR BOLTS, SEE DRAWING 1304CSS-402.
4. CONNECT FISH SCREEN TO OVERFLOW INTAKE PIPE PER DETAIL 1/1304CSM-400. CONNECT OVERFLOW INTAKE PIPE ELEVATED ABOVE FISH SCREEN SUPPORT SLAB TO OVERFLOW INTAKE PIPE PLACE ON LAKE BOTTOM WITH NEOPRENE FLANGED, DOUBLE BELLOWS EXPANSION JOINT. FLANGES AND MISCELLANEOUS HARDWARE SHALL BE AISI, TYPE 316L STAINLESS STEEL.
5. SURVEY UNDERWATER PIPE ALIGNMENT AND REMOVE ANY OBSTRUCTIONS PRIOR TO PIPE PLACEMENT.

SCALETYPE
30 0 30 60
SCALE: 1" = 30'-0"

REGISTERED PROFESSIONAL ENGINEER
CHRISTOPHER M. PETERS
No. C69669
CIVIL
STATE OF CALIFORNIA
08/26/2024

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DESIGNED	CDM
DRAWN	LLB
CHECKED	PB
APPROVED	CP

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WATER AND WASTEWATER RESOURCES

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DRAINAGE BASIN IMPROVEMENTS

LAKE MERCED OVERFLOW
PLAN AND PROFILE
SHEET 1 OF 2

DATE:	AUGUST 2024
SCALE:	AS SHOWN
JOB NO:	3957.2
DWG NO:	1304CSC-400
REVISION	1
SHT NO:	78 OF 238

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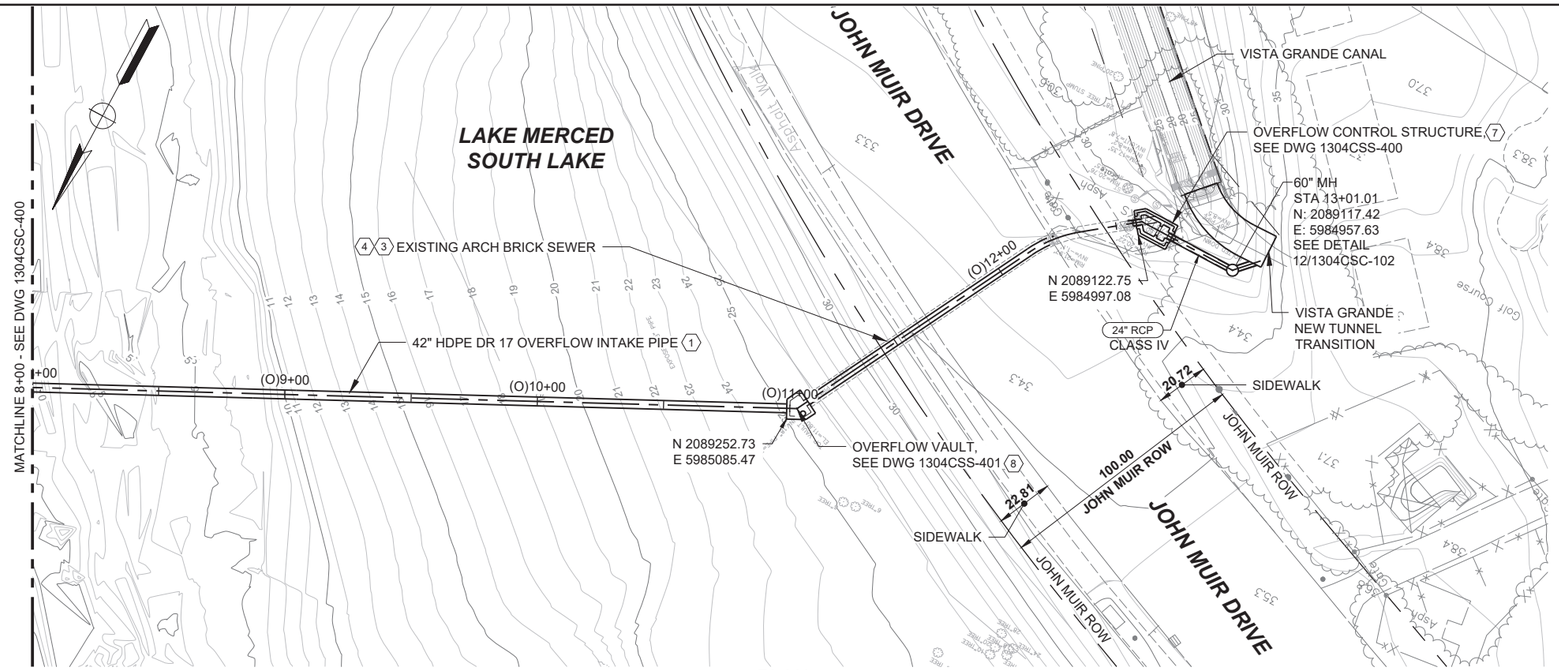
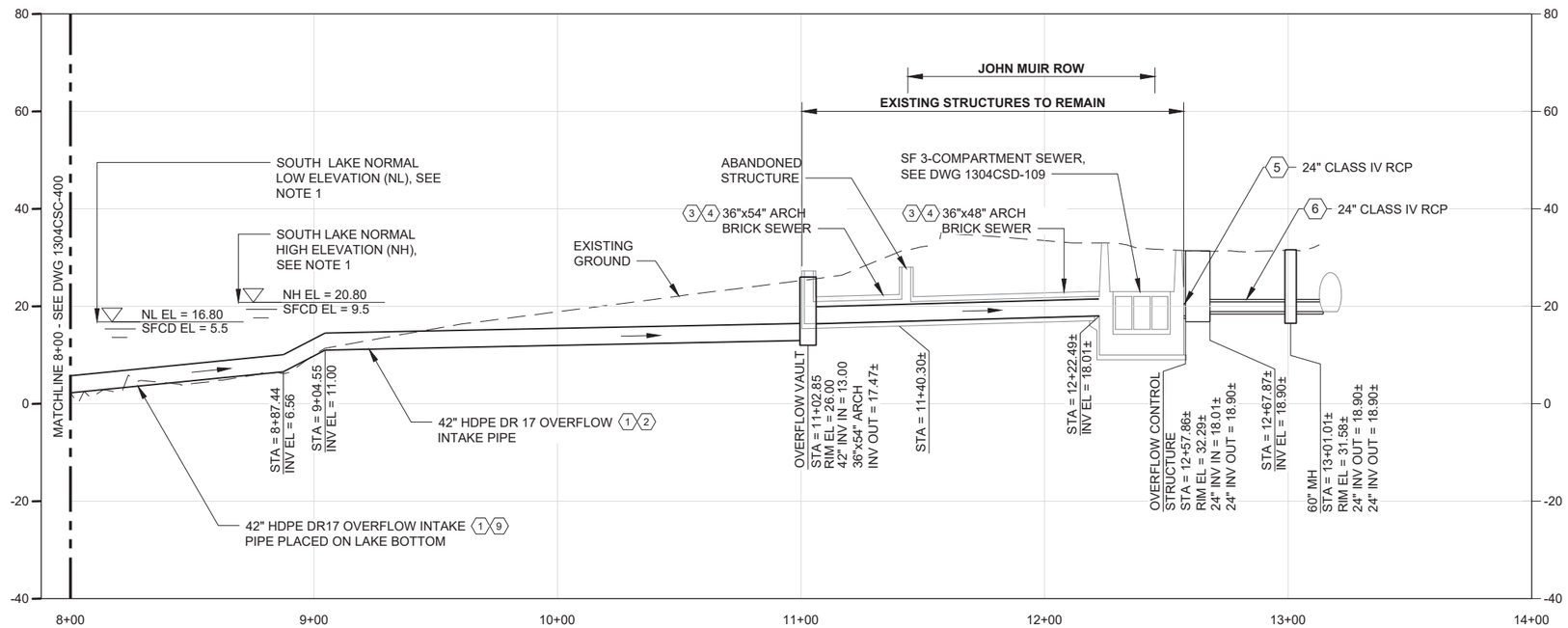


PLAN
SCALE: 1" = 30'



PROFILE
SCALE: 1" = 30' HORZ
1" = 15' VERT

NOTES

1. VERTICAL DATUM IS NAVD88. SUBTRACT APPROXIMATELY 11.33 FEET TO OBTAIN S.F. CITY DATUM (SFCD) ELEVATIONS.
2. EXISTING ARCH BRICK SEWER AND EXISTING INVERT SIPHON RECORD DRAWINGS WILL BE PROVIDED TO THE CONTRACTOR AS REFERENCE DRAWINGS.

KEY NOTES:

1. INSTALL CONCRETE PIPE WEIGHTS AT 10 FEET SPACING PER DRAWING 1304CSS-402. PROVIDE INTAKE PIPE INSTALLATION PLAN PER SPECIFICATION SECTION 15065
2. PIPE SHALL BE LAID UPSTREAM OF THE NEW VAULT AT THE SPECIFIED SLOPE UNTIL THE PIPE DAYLIGHTS. PIPE UPSTREAM SHALL BE PLACED ON LAKE BOTTOM. BACKFILL PIPE ZONE WITH AGGREGATE BASE COURSE ONE FOOT ON TOP, ONE FOOT ON SIDES, AND 6 INCHES ON BOTTOM . TRENCH ZONE SHALL BE BACKFILLED WITH NATIVE MATERIAL TO EXISTING GRADE. SEE SPECIFICATION SECTION 02300.
3. CONSTRUCT INTERNAL PIPE REHABILITATION OF EXISTING ARCH BRICK SEWER BY SLIPLINING. SLIPLINER SHALL BE 32" HDPE DR17. SEE SPECIFICATION SECTION 02765. SLIPLINER EXPOSED TO SOIL SHALL BE BACKFILLED WITH CLSM 1 FT ON TOP, 1 FT ON SIDES, AND 6 IN ON BOTTOM. SEE SPECIFICATION SECTION 02300.
4. CONSTRUCT INTERNAL LINER SEALS AT LINER AND HOST PIPE TERMINATIONS PER DETAIL 4/1304CSM-401 ACCESS VIA EXISTING STRUCTURES WITHOUT NEED FOR EXCAVATION
5. CONNECT RCP TO EXISTING MANHOLE STRUCTURE PER DETAIL 2/1304CSS-400
6. CONNECT RCP TO VISTA GRANDE TUNNEL PER PER DRAWING 1304CSC-405
7. INSTALL WEIR GATE, FLOW METER AND BACKFLOW PREVENTER. PER DETAIL 1/1304CSM-401
8. CONNECT HDPE PIPING TO THE NEW VAULT PER DETAIL 3/1304CSM-401
9. SURVEY UNDERWATER PIPE ALIGNMENT AND REMOVE ANY OBSTRUCTIONS PRIOR TO PIPE PLACEMENT.

SCALETYPE
30 0 30 60
SCALE: 1" = 30'-0"

REGISTERED PROFESSIONAL ENGINEER
CHRISTOPHER M. PETERS
No. C69669
CIVIL
STATE OF CALIFORNIA
08/26/2024

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APPROVED	CP

THE CITY OF DALY CITY
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WATER AND WASTEWATER RESOURCES

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DRAINAGE BASIN IMPROVEMENTS

LAKE MERCED OVERFLOW
PLAN AND PROFILE
SHEET 2 OF 2

DATE:	AUGUST 2024
SCALE:	AS SHOWN
JOB NO:	3957.2
DWG NO:	1304CSC-401
REVISION	1
SHT NO:	79 OF 238

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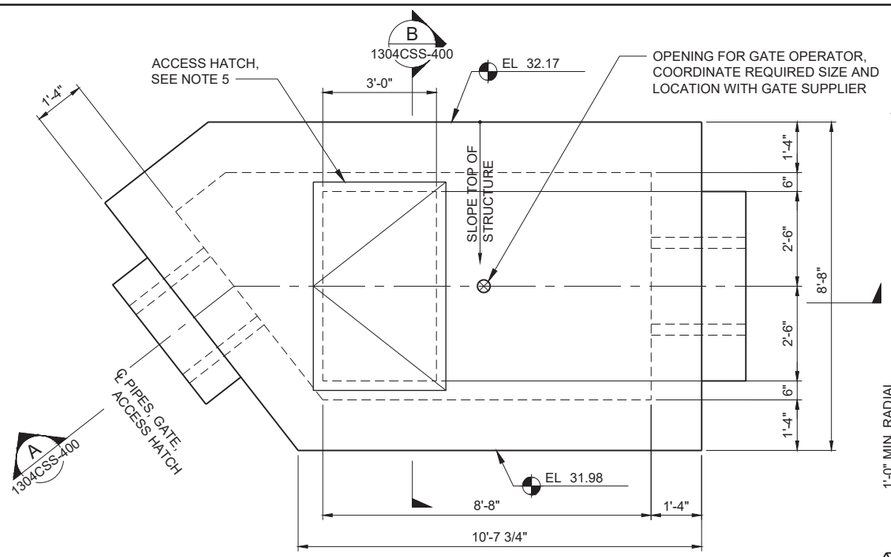
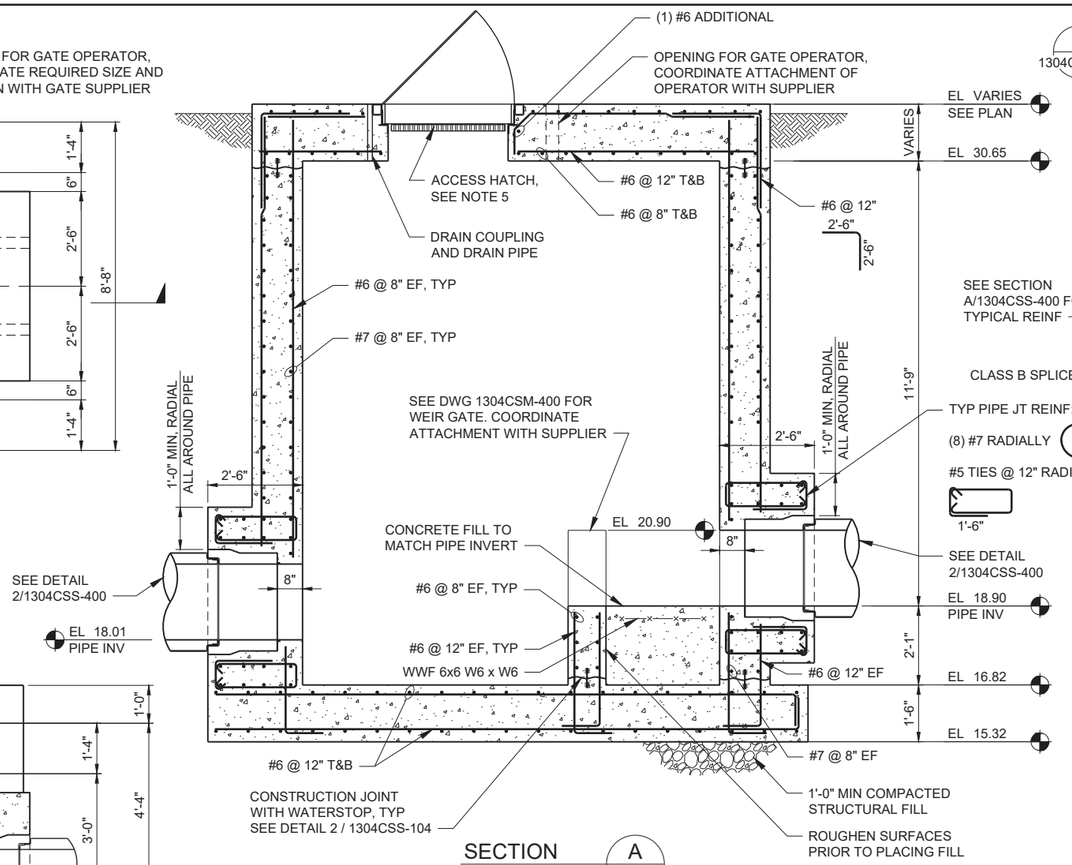


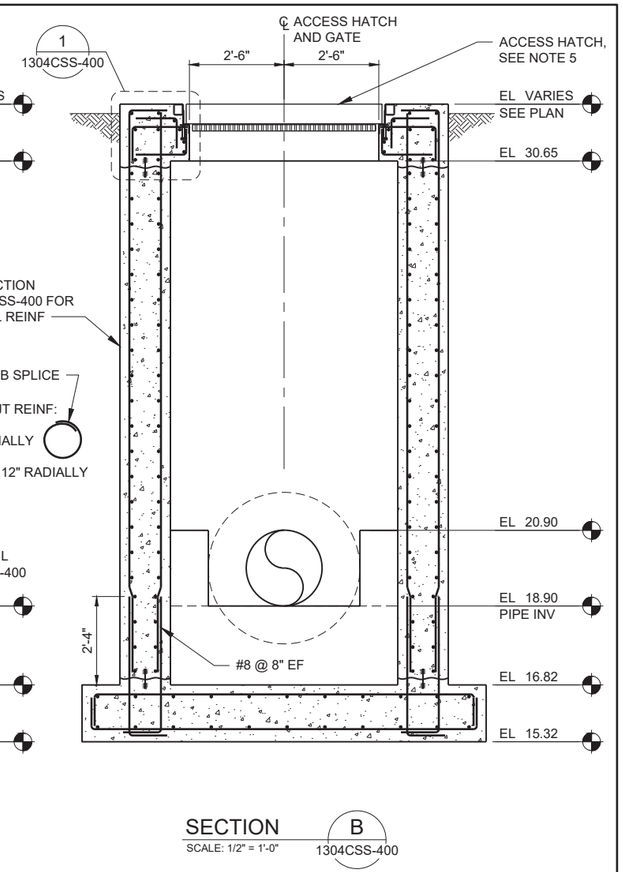
OVERFLOW STRUCTURE TOP PLAN

SCALE: 1/2" = 1'-0"



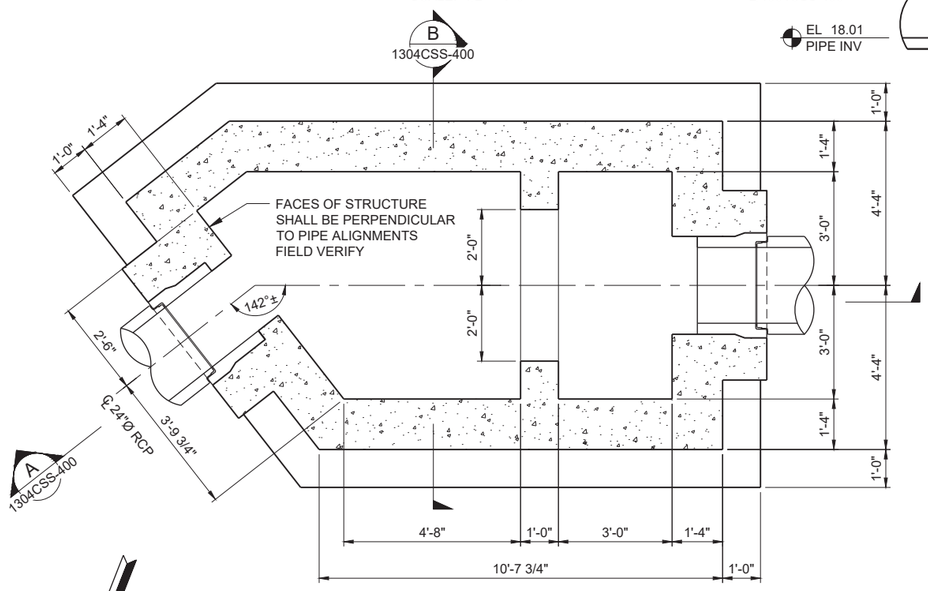
SECTION A

SCALE: 1/2" = 1'-0" — 1304CSS-400



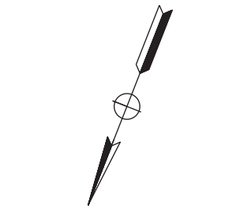
SECTION B

SCALE: 1/2" = 1'-0" — 1304CSS-400



OVERFLOW STRUCTURE BOTTOM PLAN

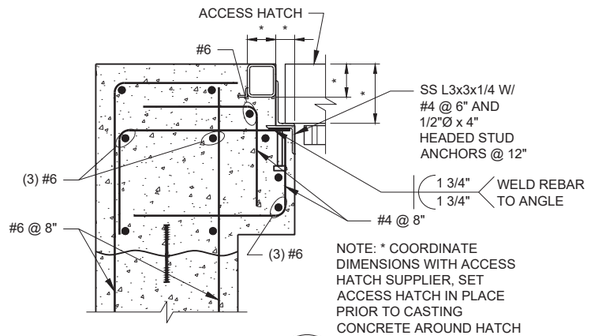
SCALE: 1/2" = 1'-0"



SCALE: 1/2" = 1'-0"

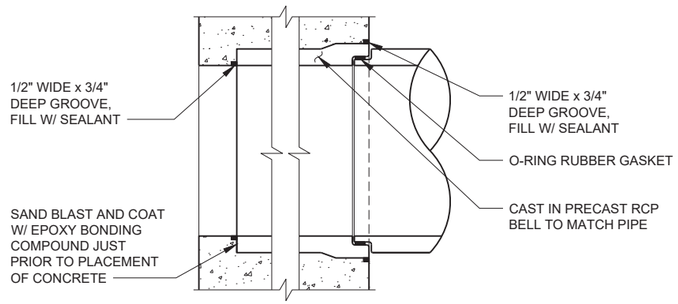
GENERAL NOTES:

1. SEE DRAWING 1304CSC-401 FOR LOCATION OF OVERFLOW STRUCTURE.
2. SEE DRAWING 1304CSD-109 FOR DEMOLITION IN THIS AREA.
3. SEE DRAWING 1304CSC-402 FOR TEMPORARY EXCAVATION SUPPORT REQUIREMENTS.
4. SEE DRAWING 1304CSM-400 FOR WEIR GATE. INSTALL GATE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
5. PROVIDE 36" x 60" STAINLESS STEEL HATCH WITH FACTORY INSTALLED FALL PROTECTION GRATING SYSTEM. HATCH SHALL BE DESIGNED FOR AASHTO H-20 WHEEL LOAD. PRIOR TO FABRICATION COORDINATE / VERIFY CLEAR OPENING REQUIREMENTS ADEQUATE FOR REMOVAL OF GATE WITH CITY ENGINEER.



DETAIL 1

SCALE: 1-1/2" = 1'-0" — 1304CSS-400



DETAIL 2

SCALE: 3/4" = 1'-0" — 1304CSS-400

REGISTERED PROFESSIONAL ENGINEER
DAN GAGNE
No. C63095
CIVIL
STATE OF CALIFORNIA
08/26/2024

NO	REVISION	BY	CHK	APP	DATE
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DRAWN	RB, MG
CHECKED	DG
APPROVED	CP

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DRAINAGE BASIN IMPROVEMENTS

LAKE MERCED OVERFLOW
OVERFLOW STRUCTURE
PLANS AND SECTIONS

DATE:	AUGUST 2024
SCALE:	AS SHOWN
JOB NO:	3957.2
DWG NO:	1304CSS-400
REVISION	1
SHT NO:	166 OF 238

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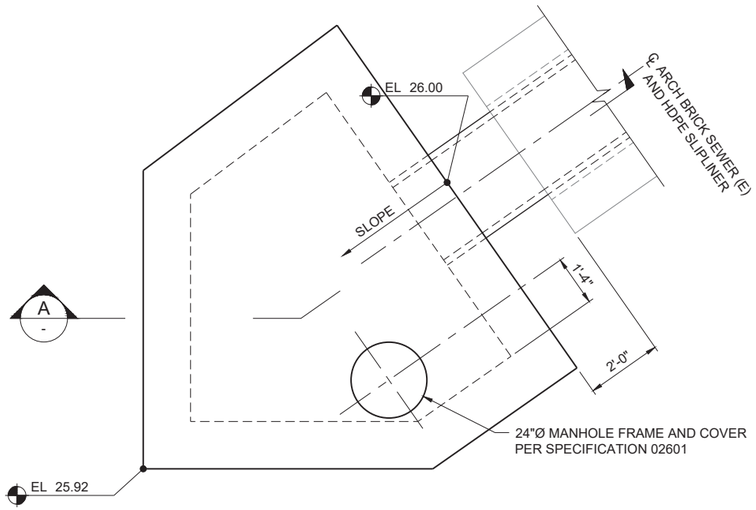
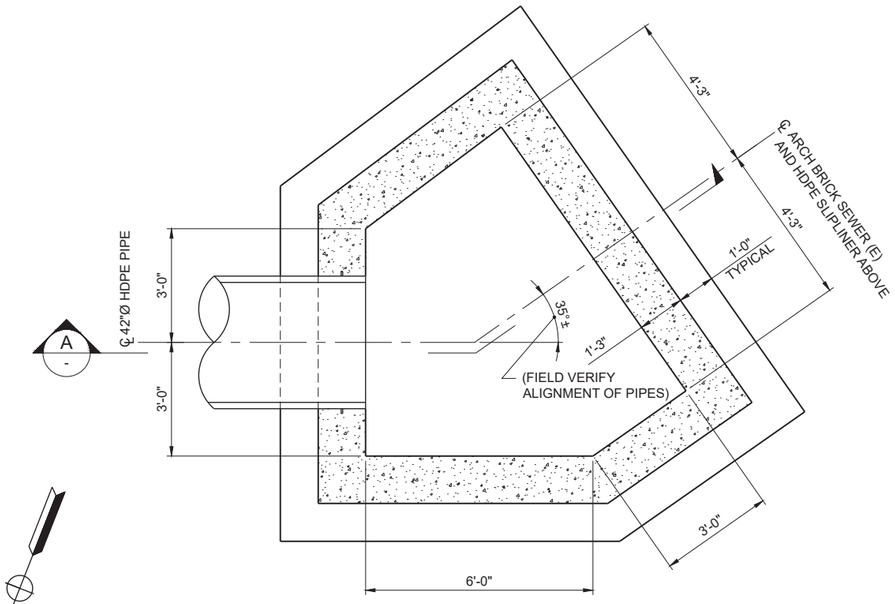
GENERAL NOTES:

1. SEE DRAWING 1304CSD-109 FOR DEMOLITION OF EXISTING LAKE MERCED INLET.
2. SEE DRAWING 1304CSC-401 FOR LOCATION OF OVERFLOW VAULT.
3. DIMENSIONS AND ELEVATIONS OF THE EXISTING ARCH BRICK SEWER ARE BASED ON HISTORIC FLOOD WATER CONTROL DRAWINGS DATED JUNE 1931 AND MARCH 1934, NO GUARANTEE IS MADE REGARDING THE ACCURACY OF THE INFORMATION SHOWN, FIELD VERIFY DIMENSIONS, ELEVATIONS AND LOCATION OF EXISTING ARCH BRICK SEWER.

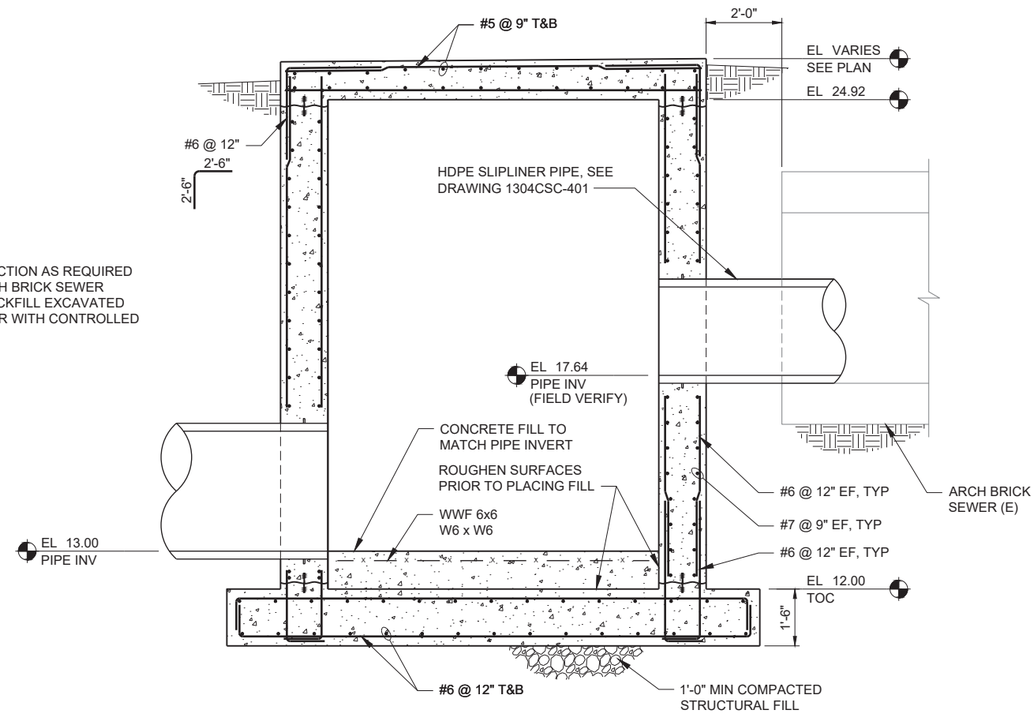


OVERFLOW VAULT TOP PLAN
SCALE: 1/2" = 1'-0"

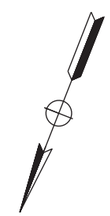
NOTE:
PROVIDE TEMPORARY SUPPORT/PROTECTION AS REQUIRED TO PREVENT DAMAGE TO EXISTING ARCH BRICK SEWER DURING CONSTRUCTION ACTIVITIES. BACKFILL EXCAVATED MATERIAL BELOW INVERT OF HDPE LINER WITH CONTROLLED LOW STRENGTH MATERIAL.

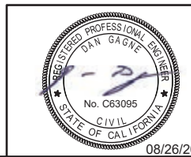


OVERFLOW VAULT BOTTOM PLAN
SCALE: 1/2" = 1'-0"



LAKE MERCED OVERFLOW MANHOLE
SECTION A
SCALE: 1/2" = 1'-0"
1304CSS-401





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DESIGNED	ND
DRAWN	RB, MG
CHECKED	DG
APPROVED	CP

THE CITY OF DALY CITY
CALIFORNIA
WATER AND WASTEWATER RESOURCES

Brown AND Caldwell

DELVE underground

VISTA GRANDE
DRAINAGE BASIN IMPROVEMENTS

LAKE MERCED OVERFLOW VAULT
PLANS AND SECTIONS

DATE:	AUGUST 2024
SCALE:	1/2" = 1'-0"
JOB NO:	3957.2
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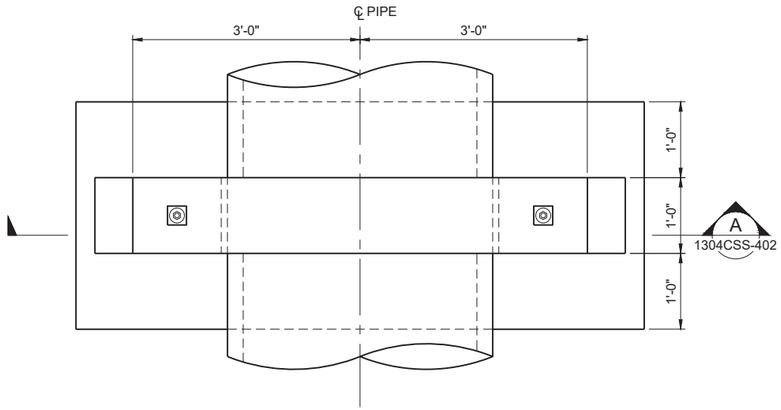
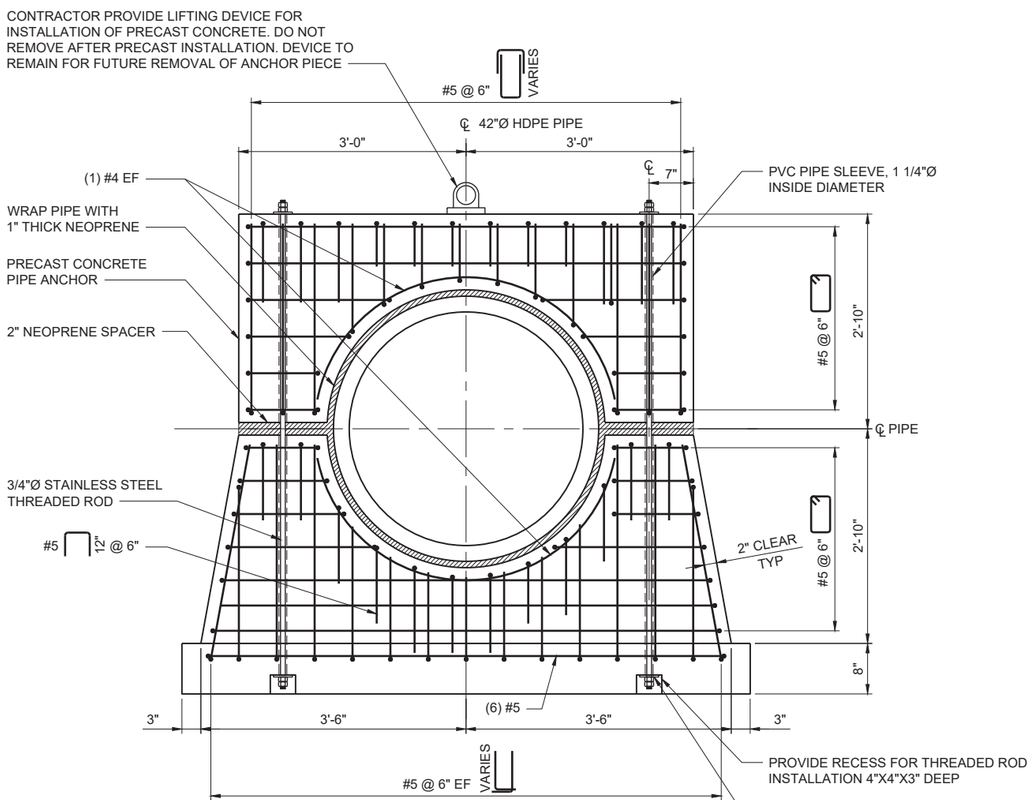


PIPE ANCHOR - TOP PLAN

SCALE: 1" = 1'-0"



NOTE:
DO NOT DAMAGE PIPE WHEN BOLTS ARE TIGHTENED TO CLAMP PRECAST ANCHORS TOGETHER.

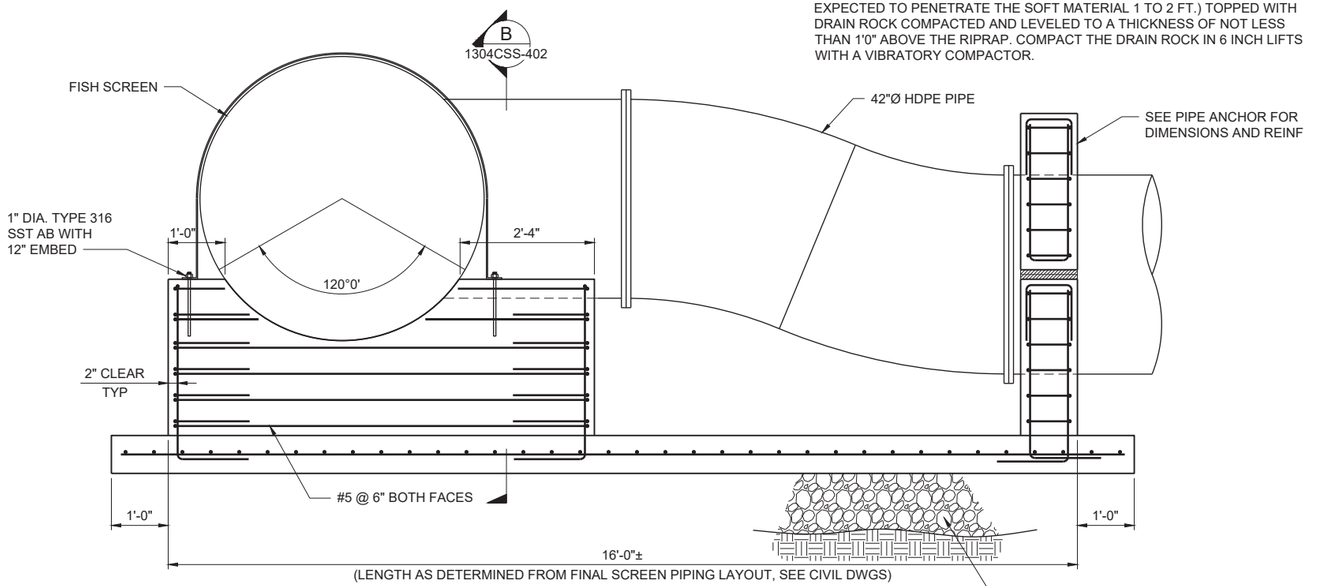
PIPE ANCHOR

SECTION A 1304CSS-402

SCALE: 1" = 1'-0"

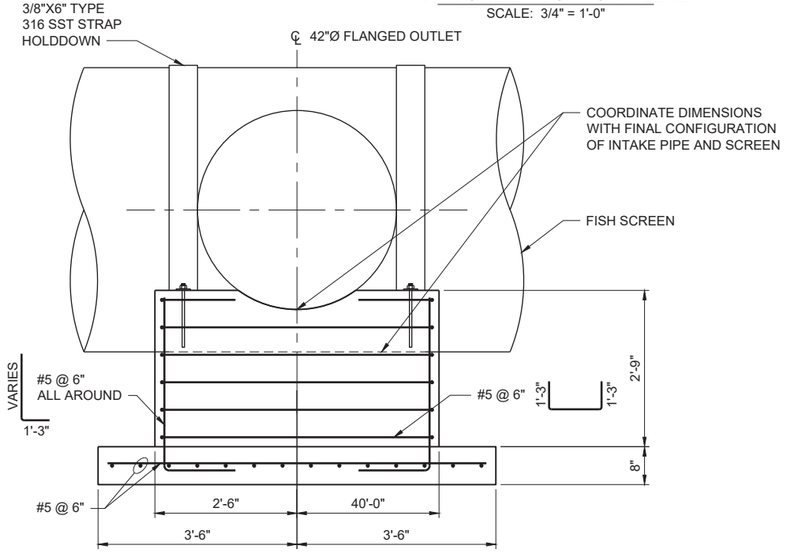
GENERAL NOTES:

1. SEE DRAWING 1304CSC-400 AND 1304CSC-401 FOR LOCATIONS AND NUMBER OF REQUIRED PIPE ANCHORS.
2. PRECAST CONCRETE PIPE ANCHORS HAVE BEEN DESIGNED FOR INSTALLED CONDITION. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ADDITIONAL REINFORCING REQUIRED FOR LOADS IMPOSED DURING FABRICATION, TRANSPORT AND HANDLING.
3. SEE DRAWING 1304CSC-400 FOR LOCATION OF FISH SCREEN.
4. FISH SCREEN SUPPORT SLAB MAY BE SITE-CAST PRECAST CONCRETE. FISH SCREEN SUPPORT SLAB HAS BEEN DESIGNED FOR INSTALLED CONDITION. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ADDITIONAL REINFORCING REQUIRED FOR LOADS IMPOSED DURING FABRICATION, TRANSPORTING AND HANDLING.
5. FISH SCREEN SUPPORT SLAB SHALL BE SUPPORTED ON A PREPARED ROCK SUBGRADE EXTENDING A MINIMUM OF 1'-0" BEYOND THE SLAB DIMENSION. PREPARED ROCK SUBGRADE SHALL CONSIST OF CALTRANS RSP CLASS I RIPRAP PLACED TO A MINIMUM OF 6" ABOVE THE MUDLINE (RIPRAP IS EXPECTED TO PENETRATE THE SOFT MATERIAL 1 TO 2 FT.) TOPPED WITH DRAIN ROCK COMPACTED AND LEVELED TO A THICKNESS OF NOT LESS THAN 1'0" ABOVE THE RIPRAP. COMPACT THE DRAIN ROCK IN 6 INCH LIFTS WITH A VIBRATORY COMPACTOR.



FISH SCREEN SUPPORT SLAB

SCALE: 3/4" = 1'-0"



SECTION B 1304CSS-402

SCALE: 3/4" = 1'-0"

REGISTERED PROFESSIONAL ENGINEER
DAN GAGNE
No. C63095
CIVIL
STATE OF CALIFORNIA

08/26/2024

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THE CITY OF DALY CITY
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WATER AND WASTEWATER RESOURCES

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LAKE MERCED OVERFLOW
INTAKE
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DATE:	AUGUST 2024
SCALE:	AS SHOWN
JOB NO:	3957.2
DWG NO:	1304CSS-402
REVISION	△
SHT NO:	168 OF 238

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AGREEMENT FOR SALE OF REAL ESTATE

by and between

the CITY AND COUNTY OF SAN FRANCISCO,
acting by and through its PUBLIC UTILITIES COMMISSION,
a California municipal corporation,
as Seller

and

the CITY OF DALY CITY,
a California municipal corporation,
as Buyer

for the sale and purchase of

perpetual easement interests
in, under, upon and/or across portions of
Assessor's Parcel Nos. 7283-004, 7284-001, 7284-003, 7282-005, 7282-006

located in San Francisco,
California

_____, 2026

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EXHIBIT F	TERMINATION OF LEASE FORM

AGREEMENT FOR SALE OF REAL ESTATE

(Vista Grande Tunnel Easements,
Portions of Assessor's Parcel Nos. 7283-004, 7284-001, 7284-003, 7282-005, 7282-006
San Francisco, California)

THIS AGREEMENT FOR SALE OF REAL ESTATE (this "**Agreement**") dated for reference purposes only as of _____, 2026, is by and between the CITY AND COUNTY OF SAN FRANCISCO, a California municipal corporation ("**City**" or "**San Francisco**"), acting by and through its PUBLIC UTILITIES COMMISSION ("**SFPUC**"), and the CITY OF DALY CITY, a California municipal corporation ("**Daly City**" or "**Buyer**"). San Francisco and Daly City sometimes are referred to collectively in this Agreement as the "**Parties**" or singularly as "**Party**."

THIS AGREEMENT IS MADE WITH REFERENCE TO THE FOLLOWING FACTS AND CIRCUMSTANCES:

A. In 1907, Spring Valley Water Works, the predecessor in interest to the Spring Valley Water Company, built settling ponds, flumes, the subsurface Lake Merced Drainage Canal (also known as the Vista Grande Canal and referred to in this Agreement as the "**Canal**") and the Lake Merced Drainage Tunnel (also known as the Vista Grande Tunnel and referred to in this Agreement as the "**Tunnel**") near Lake Merced in San Francisco.

B. In 1917, Spring Valley Water Works sold the western portion of the Lake Merced area to the federal government (the "**Fort Funston Property**"), reserving for itself and its successors the Tunnel and "the right to maintain, repair, reconstruct, renew and operate" the existing Tunnel ("**1917 Reservation**"). Per the 1917 Reservation, the Spring Valley Water Company retained ownership rights to an approximately 928-foot-long segment of the Tunnel across the Fort Funston Property.

C. In 1930, the Spring Valley Water Company sold all of its "Water System Properties," including all of its easements and the 1917 Reservation, to San Francisco. Through this transaction, San Francisco, through the SFPUC, owns real property located in the City and County of San Francisco, described as SFPUC Parcel No. 55 and designated as a portion of Assessor's Parcel No. 7283-004, running north along the east and west sides of John Muir Drive ("**Parcel No. 55**"). Parcel No. 55 is located adjacent to portions of the existing Canal. Parcel No. 55 is more particularly described in the attached **Exhibit A-1** and shown generally on the map attached as **Exhibit A-2**.

D. San Francisco, through the SFPUC, owns the above-mentioned easements for the Tunnel on, across and through Assessor's Parcel Nos. 7284-001, 7284-003, 7282-005 and 7282-006, running west from the Tunnel portal located on Parcel No. 55 to the Tunnel's terminus at the Pacific Ocean. The Tunnel's path runs beneath property where a portion of the fee is owned by: (i) San Francisco, (ii) The Olympic Club, a California nonprofit corporation, and (iii) the United States Department of the Interior, acting by and through its National Park Service ("**Park Service**"). The Tunnel easements are collectively referred to in this Agreement as the "**Tunnel Easements**" and are described and depicted in the attached **Exhibit B**.

E. On July 23, 1993, San Francisco quitclaimed approximately 17.35 acres of SFPUC Parcel No. 55 to The Olympic Club ("**Olympic Club Property**"). San Francisco reserved permanent easements to access, construct, reconstruct, maintain, operate, replace, and repair the portions of the Tunnel and the Canal situated on The Olympic Club Property, as well as the right to access the Canal ("**Olympic Club Easements**").

F. San Francisco quitclaimed the Olympic Club Easements to Daly City through an Assignment and Assumption of Easements Agreement dated July 13, 1993 ("**Daly City Easements**"). The Daly City Easements govern the use of the Canal upon Olympic Club Property.

G. The Canal and Tunnel carry stormwater for both San Francisco and Daly City via Daly City's Vista Grande storm drain system ("**Vista Grande Stormwater System**"), which is a regional stormwater system that drains the northwestern portion of Daly City and an unincorporated portion of San Mateo County. The Tunnel and Canal are operated exclusively by Daly City.

H. On July 2, 2007, the Parties entered into a ground lease ("**Daly City Lease**"), which superseded certain SFPUC revocable permits held by Daly City for the use of the Tunnel. The Daly City Lease allows Daly City to operate, maintain, and repair the Tunnel. The Lease expired in 2017 and is currently in holdover status. The Parties will terminate the Lease at the close of escrow of the purchase and sale contemplated by this Agreement through the Form of Termination of Lease in the attached **Exhibit F**.

I. The Vista Grande Canal and Tunnel do not have adequate hydraulic capacity to convey peak storm flows to the Pacific Ocean, resulting in storm-related flooding within the Vista Grande Watershed. The flooding has caused property damage in adjacent low-lying residential areas within the northern portion of Daly City, as well as uncontrolled overflows into Lake Merced from the Vista Grande Canal across John Muir Drive, causing damage to John Muir Drive and associated areas in San Francisco.

J. The SFPUC and Daly City are working collaboratively towards Daly City's implementation of the Vista Grande Basin Drainage Improvement Project ("**Project**") to route storm water from the Vista Grande Canal to South Lake Merced as well as to the Pacific Ocean to alleviate the storm-related flooding in Daly City and San Francisco, reduce uncontrolled overflows from the Vista Grande Canal into Lake Merced, and also facilitate the augmentation and management of Lake Merced water levels, which have steadily declined, using sustainable supplies of Daly City's stormwater, and further the restoration of the drainage basin's natural hydrology.

K. The Project will route storm water from the Vista Grande Canal through a culvert that will be constructed on Parcel No. 55; replace the upstream portion of the Vista Grande Canal with a collection box, a box culvert, a debris screening device, and a diversion structure to handle flows (dry and wet) year-round; construct a treatment wetland; and expand the Tunnel's capacity in order to better manage the transportation of stormwater to the Pacific Ocean (collectively, "**Project Improvements**").

L. To facilitate the Project, Daly City intends to acquire from San Francisco the following real estate interests, easements, and licenses:

1. Existing Tunnel Easements. Daly City proposes to purchase the SFPUC's interests in the existing Tunnel Easements to expand and use the Tunnel for drainage purposes. Daly City, in coordination with San Francisco has also negotiated forms of Amended and Restated Easement Agreements with the Park Service and The Olympic Club to acquire the SFPUC's interest in, restate, and amend the existing Tunnel Easements.

2. New Easements on Parcel No. 55. Daly City proposes to purchase from San Francisco the following non-exclusive permanent easements on Parcel No. 55 (to be collectively referred to in this Agreement, with the Tunnel Easements, as the "**Easements**" or the "**Property**"):

a. An easement to access, install, repair, replace, and maintain a treatment wetland, diversion structure, drainage tunnel, and related appurtenances ("**Wetland and Stormwater Facilities Easement**"), within an approximately 157,448-square-foot easement area as more particularly described and depicted in the attached **Exhibit D-1**, on a portion of Assessor's Parcel No. 7283-004;

b. An easement to access, install, and maintain new box culverts and a storm water outlet ("**Box Culvert and Storm Water Outlet Easement**"), within an approximately 12,404-square-foot easement area as more particularly described and depicted in the attached **Exhibit D-2**, on a portion of Assessor's Parcel No. 7283-004;

c. An easement to access, install, and maintain a wetland force main ("**Wetland Force Main Easement**"), within an approximately 2,057-square-foot easement area as more particularly described and depicted in the attached **Exhibit D-3**, on a portion of Assessor's Parcel No. 7283-004;

d. An easement to access and maintain three (3) existing armored spillway areas ("**Armored Spillway Easement**") totaling approximately 6,644 square feet, which easement areas are more particularly described and depicted in the attached **Exhibit D-4**, on a portion of Assessor's Parcel No. 7283-004; and

e. An easement to access, install, and maintain a floating and fan-shaped pipeline and facility over Lake Merced ("**Floating and Fan-Shaped Easement**"), within an approximately 1,457-square-foot easement area as more particularly described and depicted in the attached **Exhibit D-5**, on a portion of Assessor's Parcel No. 7283-004.

3. License to Operate Overflow Facilities. A fifty (50)-year license to use an approximately 9,286-square-foot area on Parcel No. 55 to construct, install, access, operate, repair, replace, and maintain an SFPUC overflow pipeline into Lake Merced ("**Overflow License**").

4. Habitat Restoration Sites License. A License Amendment dated _____ increasing the term of License No. P4703, dated August 18, 2025, to ten (10) years, allowing Daly City to use certain portions of Parcel No. 55 for the ongoing operation, inspection, maintenance, and repair of twelve (12) Habitat Mitigation Sites that are required for Daly City to satisfy conditions of the California Coastal Commission's Coastal Development Permit No. 2-23-0862 for the Project (the "**Mitigation License Amendment**").

5. Temporary Construction Staging License. A 48-month license to access and use certain portions of Parcel No. 55 for construction related activities, including: **(i)** daily contractor parking; **(ii)** the storage of equipment, materials, and supplies; **(iii)** the relocation of existing above-ground and subsurface utilities (i.e., AT&T communications cables, PG&E gas transmission pipelines, and a 33-inch treated effluent gravity pipeline); and **(iv)** temporary workspace adjacent to the Easements to facilitate the construction and installation work (the "**Construction Staging License**").

The purchase and sale contemplated by this Agreement will only include San Francisco's sale of the Easements to Daly City. San Francisco will issue, and Daly City will pay for the Licenses described in subsections 3 through 5 above in one or more separate transactions.

M. Daly City, as Lead Agency under the California Environmental Quality Act ("**CEQA**"), and the United States Department of the Interior, acting by and through its National Park Service (the "**Park Service**"), as Lead Agency under the National Environmental Policy Act (NEPA), have prepared a joint Final Environmental Impact Report and Environmental Impact Statement ("**FEIR/FEIS**"), pursuant to the provisions of CEQA, which was released for agency review on September 8, 2017 (State Clearinghouse Number 2013032001). Daly City certified the FEIR/FEIS and approved the Vista Grande South Lake Merced Alternative described in the FEIR/FEIS via City Council Res. No. 17-200, dated December 11, 2017, adopting the mitigation measures included in the FEIR/FEIS and set forth in the Environmental Commitments Record, and assumed responsibility for their implementation. On June 9, 2025, the City of Daly City adopted an Addendum to the previously certified Final EIR/EIS for the Project to address minor revisions and additions to the Project that occurred after Project approval.

N. San Francisco is a responsible agency under CEQA for review and approval of aspects of the Project. San Francisco has reviewed and considered the FEIR/FEIS and the Project approval documents and has approved this Agreement and adopted findings required under CEQA.

O. Daly City desires to purchase the Easements, and City is willing to sell the Easements, subject to approval by City's Board of Supervisors and Mayor, on the terms and conditions set forth below.

ACCORDINGLY, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. SALE AND PURCHASE

1.1 Property Included in Sale

Subject to the terms, covenants and conditions set forth in this Agreement, San Francisco agrees to sell to Buyer, and Buyer agrees to purchase from San Francisco, the Easements.

2. PURCHASE PRICE

(a) The purchase price for the existing Tunnel Easements is FIVE THOUSAND SIX HUNDRED EIGHTY-EIGHT DOLLARS ($5,688).

(b) The purchase price for the Wetland and Stormwater Facilities Easement is SIXTY THOUSAND TWO HUNDRED TWENTY-FOUR DOLLARS ($60,224).

(c) The purchase price for the Box Culvert and Storm Water Outlet Easement is EIGHT HUNDRED THIRTY-TWO DOLLARS ($832).

(d) The purchase price for the Wetland Force Main Easement is TWO HUNDRED SIXTY-TWO DOLLARS ($262).

(e) The purchase price for the Armored Spillway Easement is TWO THOUSAND FIVE HUNDRED FORTY-TWO DOLLARS ($2,542).

(f) The purchase price for the Floating and Fan-Shaped Easement is ONE THOUSAND ONE HUNDRED SEVENTY-SEVEN DOLLARS ($1,177).

Accordingly, the total combined purchase price for the Easements is SEVENTY THOUSAND SEVEN HUNDRED SIXTEEN DOLLARS ($70,716), rounded to SEVENTY-ONE THOUSAND DOLLARS ($71,000) (the "**Purchase Price**").

Buyer will pay the Purchase Price, by depositing the Purchase Price into escrow with Fidelity National Title Group, National Commercial Services, 44 Montgomery, Suite 1650, San Francisco, CA 94104, Attention: Mary Pat Noeker (the "**Title Company**"), at the consummation of the purchase and sale contemplated by this Agreement (the "**Closing**").

All sums payable under this Agreement will be paid in immediately available funds of lawful money of the United States of America.

3. TITLE

3.1 Conditions of Title

At the Closing San Francisco will quitclaim interest in and to the Tunnel Easements to Buyer by quitclaim deed in the form attached as **Exhibit C** (the "**Quitclaim Deed**"). San Francisco will sell and convey the Wetland and Stormwater Facilities Easement, Box Culvert and Storm Water Outlet Easement, Wetland Force Main Easement, Armored Spillway Easement, and the Floating and Fan-Shaped Easement to Buyer by a duly executed and acknowledged easement deed in the form attached as **Exhibit E** (the "**Easement Deed**").

The Easements will be conveyed subject to **(a)** [intentionally omitted], **(b)** all existing exceptions and encumbrances, whether or not disclosed by a current preliminary title report or the public records or any other documents reviewed by Buyer pursuant to Section 5.1 [Buyer's Conditions Precedent] below, and any other exceptions to title that would be disclosed by an accurate and thorough investigation, survey, or inspection of the Property, **(c)** all items of which Buyer has actual or constructive notice or knowledge, **(d)** the deed restrictions described in Section 3.3 [Deed Restrictions] below, and **(g)** the rights that will be reserved as further provided in Section 3.4 [Reservation of Rights] below. All of the foregoing exceptions will be referred to collectively as the "**Conditions of Title**."

3.2 Third Party Rights in Easement Areas.

City agrees that, from the Effective Date until the Closing, City will not enter into any agreements or otherwise grant any rights in the Easement Areas to third parties that would be likely to materially interfere with the Easements.

3.3 Deed Restrictions

Buyer acknowledges and agrees that Buyer will not interfere with or impede San Francisco's use of its real property surrounding the easement areas as defined in the Easement Deed and Agreement in the attached **Exhibit E** ("**Easement Areas**") or unreasonably interfere with San Francisco's use of the Easement Areas in accordance with Section 4 [Subject to San Francisco's Uses] in the Easement Deed and Agreement. Buyer will not do anything in, on, under, or around the Easement Areas that damages, endangers, or unreasonably interferes with any existing San Francisco or SFPUC facilities within or adjacent to the Property.

3.4 Reservation of Rights

With the exception of the Tunnel Easements to be quitclaimed under this Agreement, San Francisco reserves the right to make use of the Easement Areas that are located on the Property for the purpose of ingress and egress within, over, and across the Easement Areas to allow San Francisco and its Agents (defined in Section 10.8 [Parties and Their Agents] below) sufficient access to the Property and to any of its utility facilities located on or about the Easement Areas.

3.5 Buyer's Responsibility for Title Insurance

Buyer understands and agrees that the rights and interests provided in the Easements will not exceed those vested in San Francisco, and San Francisco is under no obligation to furnish any policy of title insurance in connection with this transaction. Buyer recognizes that any fences or other physical monument of the Property's boundary lines may not correspond to the legal description of the Property. San Francisco will not be responsible for any discrepancies in the parcel area or location of the property lines or any other matters that an accurate survey or inspection might reveal. It is Buyer's sole responsibility to obtain a survey from an independent surveyor and a policy of title insurance from a title company, if desired.

4. "AS-IS" PURCHASE; RELEASE OF SAN FRANCISCO

4.1 Buyer's Independent Investigation

Buyer represents and warrants to San Francisco that Buyer has performed a diligent and thorough inspection and investigation of each and every aspect of the Property, either independently or through agents of Buyer's choosing, including the following matters (collectively, the "**Property Conditions**"):

(a) All matters relating to title including the existence, quality, nature, and adequacy of San Francisco's interest in the Property and the existence of physically open and legally sufficient access to the Property.

(b) The zoning and other legal status of the Property, including the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, and private or public covenants, conditions, and restrictions, and all governmental and other legal requirements such as taxes, assessments, use permit requirements, and building and fire codes.

(c) The quality, nature, adequacy, and physical condition of the Property, including, but not limited to, any structural elements, foundation, roof, interior, landscaping, parking facilities, and the electrical, mechanical, HVAC, plumbing, sewage and utility systems, facilities and appliances, and all other physical and functional aspects of the Property.

(d) The quality, nature, adequacy, and physical, geological and environmental condition of the Property (including soils and any groundwater), and the presence or absence of any Hazardous Materials in, on, under, or about the Property or any other real property in the vicinity of the Property. As used in this Agreement, "Hazardous Material" means any material that, because of its quantity, concentration, or physical or chemical characteristics, is now or hereafter deemed by any federal, state, or local governmental authority to pose a present or potential hazard to human health or safety or to the environment.

(d) The Leases and other agreements as defined in Section 5.1, and all matters in connection therewith, including the ability of the tenants to pay the rent under the Leases.

(e) The suitability of the Property for Buyer's intended uses. Buyer represents and warrants that its intended use of the Property is to facilitate the Project, which will upgrade the Vista Grande Stormwater System.

(f) The economics and development potential, if any, of the Property.

(g) All other matters of material significance affecting the Property.

4.2 Property Disclosures

(a) California law requires sellers to disclose to buyers the presence or potential presence of certain Hazardous Materials. Accordingly, Buyer is hereby advised that occupation of the Property may lead to exposure to Hazardous Materials such as, but not limited to, gasoline, diesel and other vehicle fluids, vehicle exhaust, office maintenance fluids, tobacco smoke, methane, and building materials containing chemicals, such as formaldehyde. By execution of this Agreement, Buyer acknowledges that the notices and warnings set forth above satisfy the requirements of California Health and Safety Code Section 25359.7 and related statutes.

(b) On November 2, 2015, the Federal Emergency Management Agency ("**FEMA**") issued a preliminary Flood Insurance Rate Map ("**FIRM**") that identifies Special Flood Hazard Areas along San Francisco's shoreline, with designations of "**Zone A**" (areas subject to coastal flooding) and "**Zone V**" (areas subject to coastal flooding and hazards that accompany wave action). The affected San Francisco property includes its waterfront piers, parts of Mission Bay, Hunters Point Shipyard, Candlestick Point, Treasure and Yerba Buena Islands, and an area adjacent to Islais Creek. FEMA expects to finalize the FIRM in late 2016, which may have significant impacts for developing new structures and reconstructing or repairing existing structures in the identified areas.

(c) According to the United States Geological Survey, roughly one-quarter of the San Francisco Bay region may be exposed to liquefaction. More information about the potential areas of liquefaction may be found at https://www.usgs.gov/programs/earthquake-hazards/science/san-francisco-bay-area-liquefaction-hazard-maps.

4.3 Entry and Indemnity

In connection with any entry by Buyer or its Agents (defined in Section 10.8 [Parties and Their Agents] below) onto the Property prior to the Closing, Buyer will give San Francisco reasonable advance written notice of such entry and will conduct such entry and any inspections in connection therewith so as to minimize, to the extent possible, interference with uses being made of the Property and otherwise in a manner and on terms and conditions acceptable to San Francisco. All entries by Buyer or its Agents onto the Property to perform any testing or other investigations that could affect the physical condition of the Property (including soil borings) or the uses thereof will be made only pursuant to the terms and conditions of a permit to enter in form and substance satisfactory to San Francisco. Without limiting the foregoing, prior to any entry to perform any on-site testing, Buyer will give San Francisco written notice thereof, including the identity of the company or persons who will perform such testing, the precise time and location of the testing, and the proposed scope of the testing. San Francisco will have the right to approve, disapprove, or condition and limit the proposed testing, in San Francisco's sole discretion, within ten (10) business days after receipt of such notice. If Buyer or its agents, employees or contractors take any sample from the Property in connection with any approved testing, Buyer will provide to San Francisco a portion of such sample being tested to allow San Francisco, if it so chooses, to perform its own testing. San Francisco or its representative may be present to observe any testing or other inspection performed on the Property. Buyer will promptly deliver to San Francisco copies of any reports relating to any testing or other inspection of the Property performed by Buyer or its agents, employees or contractors, but will not deliver copies of any such reports to any other person or entity without Buyer's prior written approval. Buyer will keep all test results and information strictly confidential, and will indemnify, reimburse, defend and hold San Francisco harmless from and against any loss, cost, expense, or damage resulting from Buyer's failure to keep any information obtained from an inspection or testing of the Property strictly confidential; provided, however, Buyer will not be liable if and to the extent Buyer is required to disclose such information pursuant to a court order or any other law, statute, ordinance, rule, regulation, policy, order, edict, and the like (collectively, "**Laws**") of any governmental or other regulatory entity

with jurisdiction over Buyer or the Property. Buyer will comply with all Laws in connection with any entry onto or testing of the Property.

Buyer will maintain, and will require that its Agents maintain, public liability and property damage insurance in amounts and in form and substance adequate to insure against all liability of Buyer and its Agents, arising out of any entry or inspection of the Property in connection with the transaction contemplated by this Agreement, and Buyer will provide San Francisco with evidence of such insurance coverage upon request from San Francisco.

To the fullest extent permitted under law, Buyer will indemnify, defend and hold harmless San Francisco, its Agents, and each of them, from and against any liabilities, costs, damages, losses, liens, claims and expenses (including reasonable fees of attorneys, experts and consultants and related costs) arising out of or relating to any entry on, under or about the Property by Buyer, its Agents, contractors and subcontractors in performing the inspections, testing, or inquiries provided for in this Agreement, whether prior to the date of this Agreement or during the term hereof, including any injuries or deaths to any persons (including Buyer's Agents) and damage to any property, from any cause whatsoever; provided, however, that the foregoing indemnity obligation shall not apply to the extent that any liabilities, costs, damages, losses, liens, claims and expenses arise from (i) the mere discovery of a condition that existed prior to Buyer's inspection of the Property, (ii) or the gross negligence or willful misconduct of Seller or its Agents. The foregoing indemnity will survive beyond the Closing, or, if the sale is not consummated, beyond the termination of this Agreement.

4.4 "As-Is" Purchase

BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT SAN FRANCISCO IS SELLING AND BUYER IS PURCHASING CERTAIN EASEMENT INTERESTS ON AN "AS-IS WITH ALL FAULTS" BASIS. BUYER IS RELYING SOLELY ON ITS INDEPENDENT INVESTIGATION AND NOT ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM SAN FRANCISCO OR ITS AGENTS AS TO ANY MATTERS CONCERNING THE PROPERTY, ITS SUITABILITY FOR BUYER'S INTENDED USES OR ANY OF THE PROPERTY CONDITIONS. SAN FRANCISCO DOES NOT GUARANTEE THE LEGAL, PHYSICAL, GEOLOGICAL, ENVIRONMENTAL OR OTHER CONDITIONS OF THE PROPERTY, NOR DOES IT ASSUME ANY RESPONSIBILITY FOR THE COMPLIANCE OF THE PROPERTY OR ITS USE WITH ANY STATUTE, ORDINANCE OR REGULATION. IT IS BUYER'S SOLE RESPONSIBILITY TO DETERMINE ALL BUILDING, PLANNING, ZONING, AND OTHER REGULATIONS RELATING TO THE PROPERTY AND THE USES TO WHICH IT MAY BE PUT.

4.5 Release of San Francisco

As part of its agreement to purchase the Property in its "As-Is With All Faults" condition, Buyer, on behalf of itself and its successors and assigns, waives any right to recover from, and forever releases and discharges, San Francisco, its officers, employees, agents, contractors, and representatives, and their respective heirs, successors, legal representatives, and assigns, from all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs, or expenses whatsoever (including attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with **(a)** Buyer's and its Agents and customer's past, present and future use of the Property, **(b)** the physical, geological, or environmental condition of the Property, including any Hazardous Material in, on, under, above or about the Property, and **(c)** any federal, state, local, or administrative law, rule, regulation, order or requirement applicable thereto, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("**CERCLA**", also commonly known as the "**Superfund**" law), as amended by Superfund Amendments and

Reauthorization Act of 1986 ("**SARA**") (42 U.S.C. Sections 9601-9657), the Resource Conservation and Recovery Act of 1976, as amended by the Solid Waste and Disposal Act of 1984 (collectively, "**RCRA**") (42 U.S.C. Sections 6901-6987), the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977 (collectively the "**Clean Water Act**") (33 U.S.C. Section 1251 et seq.), the Toxic Substances Control Act ("**TSCA**") (15 U.S.C. Sections 2601-2629), Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.), the Carpenter-Presley-Tanner Hazardous Substance Account Law (commonly known as the "**California Superfund**" law) (California Health and Safety Code Sections 25300-25395), Hazardous Waste Control Act (California Health and Safety Code Section 25100 et seq.), Hazardous Materials Release Response Plans and Inventory Law (commonly known as the "**Business Plan Law**") (California Health and Safety Code Section 25500 et seq.), Porter-Cologne Water Quality Control Act (California Water Code Section 13000 et seq.), and the Safe Drinking Water and Toxic Enforcement Act of 1986 (commonly known as "**Proposition 65**") (California Health and Safety Code Section 25249.5 et seq.).

In connection with the foregoing release, Buyer expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

BY PLACING ITS INITIALS BELOW, BUYER SPECIFICALLY ACKNOWLEDGES AND CONFIRMS THE VALIDITY OF THE RELEASES MADE ABOVE AND THE FACT THAT BUYER WAS REPRESENTED BY COUNSEL WHO EXPLAINED, AT THE TIME THIS AGREEMENT WAS MADE, THE CONSEQUENCES OF THE ABOVE RELEASES.

INITIALS: BUYER: _____

5. CONDITIONS PRECEDENT

5.1 Buyer's Conditions Precedent

Buyer's obligation to purchase the Easements is conditioned upon the following ("**Buyer's Conditions**"):

(a) Buyer's review and approval of an updated preliminary title report, together with copies of the underlying documents.

(b) Buyer's review and approval of all tenant leases and any other occupancy agreements (hereinafter collectively referred to as the "**Leases**"), if any, affecting the Property.

(c) Buyer's review and approval of the physical condition of the Property.

(d) Buyer's review and approval of all zoning, land use, building, environmental and other statutes, rules, or regulations applicable to the Property.

(e) Buyer's review and approval of soils reports and other documents of significance to the Property in San Francisco's possession. San Francisco will make available to Buyer at San Francisco's Real Estate Division's offices, without representation or warranty of any kind whatsoever, all non-privileged items in its files relating to the Property for Buyer's review and inspection, at Buyer's sole cost, during normal business hours. Notwithstanding the foregoing,

Buyer's review will not include a review of any of San Francisco's internal memoranda or reports, any privileged or confidential information, or San Francisco's appraisals of the Property, if any.

5.2 Contingency Period

Buyer will have until 5:00 p.m. San Francisco Time on the date that is ten (10) business days after the Effective Date to review and approve, waive or disapprove Buyer's Conditions (such period being referred to in this Agreement as the "**Contingency Period**"). If Buyer elects to proceed with the purchase of the Property, then Buyer shall, before the expiration of the Contingency Period, notify San Francisco in writing that Buyer has approved all such matters. If, before the end of the Contingency Period, Buyer fails to give San Francisco such written notice and fails to object to any of Buyer's Conditions, then Buyer will be deemed to have waived Buyer's Conditions and elected to proceed with the Closing. Notwithstanding the foregoing, if Buyer objects to any of the matters contained within Section 5.1 within the Contingency Period, then San Francisco may, but will have no obligation to remove or remedy any objectionable matter. If San Francisco agrees to remove or remedy the objectionable matter, it will notify Buyer within ten (10) days following Buyer's notice of objection, and the Closing Date will be delayed for so long as San Francisco diligently pursues such removal or remedy. If and when San Francisco elects not to remove or remedy the objectionable matter, which San Francisco may do at any time including following an initial election to pursue remedial or corrective actions, this Agreement will automatically terminate and neither party will have any further rights or obligations under this Agreement except as provided in Section 4.3 [Entry and Indemnity], Section 8.2 [Brokers], or Section 10.4 [Authority of Buyer] or as otherwise expressly provided in this Agreement.

5.3 San Francisco's Condition Precedent

The following are conditions precedent to San Francisco's obligation to sell the Property to Buyer ("**San Francisco's Conditions Precedent**"):

(a) Buyer will have performed all of its obligations pursuant to or in connection with this Agreement and all of Buyer's representations and warranties will be true and correct.

(b) A resolution approving and authorizing the transactions contemplated by this Agreement and finding that the public interest or necessity demands, or will not be inconvenienced by the sale of the Property, will have been adopted by San Francisco's Board of Supervisors and Mayor, in their respective sole and absolute discretion.

(c) Title Company will have agreed to be the real estate reporting person for the Closing in compliance with the Reporting Requirements (defined in Section 6.5 [Title Company as Real Estate Reporting Person] below).

5.4 Failure of San Francisco's Conditions Precedent

Each of San Francisco's Conditions Precedent are intended solely for the benefit of San Francisco. If any of San Francisco's Conditions Precedent are not satisfied as provided above, San Francisco may, at its option, terminate this Agreement. Upon any such termination, neither party will have any further rights or obligations under this Agreement except as provided in Section 4.3 [Entry and Indemnity], Section 8.2 [Brokers], or Section 10.4 [Authority of Buyer] or as otherwise expressly provided in this Agreement.

6. ESCROW AND CLOSING

6.1 Escrow

On the date the Parties execute this Agreement, or as soon thereafter as reasonably possible, Buyer and San Francisco will deposit an executed counterpart of this Agreement with the Title Company, and this instrument will serve as the instructions to the Title Company as the escrow holder for consummation of the purchase and sale contemplated by this Agreement. San Francisco and Buyer agree to execute such supplementary escrow instructions as may be appropriate to enable the Title Company to comply with the terms of this Agreement; provided, however, in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement will control.

6.2 Closing Date

The Closing will be held, and delivery of all items to be made at the Closing under the terms of this Agreement will be made, at the offices of the Title Company on _____, 20___, and before 1:00 p.m. San Francisco Time **(a)** the date that is _____ (_____) days after the expiration of the Contingency Period and enactment of the Board of Supervisors' resolution referred to in Section 5.3(b) above, or if such date is not a business day, then upon the next ensuing business day, before 1:00 p.m. San Francisco time or **(b)** such other date and time as the Parties may mutually agree upon in writing (the "**Closing Date**"). Such date and time may not be extended without the prior written approval of the Parties.

6.3 Deposit of Documents

(a) At or before the Closing, San Francisco will deposit into escrow the following items:

(i) the duly executed and acknowledged Quitclaim Deed and the duly executed and acknowledged Easement Deed conveying the Property to Buyer subject to the Conditions of Title;

(ii) a duly executed counterpart of the Overflow License;

(iii) a duly executed counterpart of the Constructing Staging License;

(iv) a duly executed counterpart of the Mitigation License Amendment; and

(v) a duly executed counterpart of the Notice of Termination of the Daly City Lease.

(b) At or before the Closing, Buyer will deposit into escrow the following items:

(i) the funds necessary to close this transaction;

(ii) an original Certificate of Acceptance of Property ("**Certificate of Acceptance**") executed by Buyer and to be attached to the Quitclaim Deed and Easement Deed prior to recordation.

(iii) a duly executed counterpart of the Overflow License;

(iv) a duly executed counterpart of the Mitigation License Amendment

(v) a duly executed counterpart of the Constructing Staging License; and

(vi) a duly executed counterpart of the Notice of Termination of the Daly City Lease.

(c) San Francisco and Buyer will each deposit such other instruments as are reasonably required by the Title Company or otherwise required to close the escrow, issue title insurance (if applicable) and consummate the purchase of the Property in accordance with the terms hereof.

6.4 Prorations

Any assessments; water, sewer and utility charges; amounts payable under any service contracts; annual permits and/or inspection fees (calculated on the basis of the period covered); and any other expenses normal to the operation and maintenance of the Property, to the extent applicable to the Easements, if any, will all be prorated as of 12:01 a.m. on the date the Deed is recorded, on the basis of a three hundred sixty-five (365)-day year. The Parties by this Agreement agree that if any of the above described prorations cannot be calculated accurately on the Closing Date, then the same will be calculated as soon as reasonably practicable after the Closing Date and either party owing the other party a sum of money based on such subsequent proration(s) will promptly pay said sum to the other party.

6.5 Title Company as Real Estate Reporting Person

Section 6045(e) of the United States Internal Revenue Code of 1986 and the regulations promulgated thereunder (collectively, the "**Reporting Requirements**") require that certain information be made to the United States Internal Revenue Service, and a statement to be furnished to San Francisco, in connection with the Closing. Buyer and San Francisco agree that if the Closing occurs, Title Company will be the party responsible for closing the transaction contemplated in this Agreement and is by this Agreement designated as the real estate reporting person (as defined in the Reporting Requirements) for such transaction. Title Company will perform all duties required of the real estate reporting person for the Closing under the Reporting Requirements, and Buyer and San Francisco will each timely furnish Title Company with any information reasonably requested by Title Company and necessary for the performance of its duties under the Reporting Requirements with respect to the Closing.

7. INTENTIONALLY OMITTED

8. EXPENSES

8.1 Expenses

Buyer will pay any transfer taxes applicable to the sale, escrow fees and recording charges, and any other costs and charges of the escrow for the sale.

8.2 Brokers

The Parties represent and warrant to each other that no broker or finder was instrumental in arranging or bringing about this transaction and that there are no claims or rights for brokerage commissions or finder's fees in connection with the transactions contemplated by this Agreement. If any person brings a claim for a commission or finder's fee based on any contact, dealings, or communication with Buyer or San Francisco, then the party through whom such person makes a claim will defend the other party from such claim, and will indemnify the indemnified party from, and hold the indemnified party harmless against, all costs, damages, claims, liabilities, or expenses

(including reasonable attorneys' fees and disbursements) that the indemnified party incurs in defending against the claim. The provisions of this Section will survive the Closing, or, if the purchase and sale is not consummated for any reason, any termination of this Agreement.

9. INTENTIONALLY OMITTED

10. GENERAL PROVISIONS

10.1 Notices

Any notice, consent, or approval required or permitted to be given under this Agreement will be in writing and will be given by **(a)** hand delivery, against receipt, **(b)** reliable next-business-day courier service that provides confirmation of delivery, or **(c)** United States registered or certified mail, postage prepaid, return receipt required, and addressed as follows (or to such other address as either party may from time to time specify in writing to the other upon five (5) days' prior, written notice in the manner provider above):

SAN FRANCISCO:

San Francisco Public Utilities Commission
525 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102
Attn: Real Estate Director
Re: Vista Grande Sale of Easements, Daly San Francisco

with a copy to:

Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Attn: Real Estate Transactions Team
Re: Vista Grande Sale of Easements, Daly City

BUYER:

City of Daly City
333 90th Street
Daly City, CA 94015
Attn: City Manager
Re: Vista Grande Tunnel Easements San Francisco

with a copy to:

Marc Centor
Downey Brand LLP
455 Market Street, Suite 1500
San Francisco, CA 94105
Re: Vista Grande Tunnel Easements San Francisco

A properly addressed notice transmitted by one of the foregoing methods will be deemed received upon the confirmed date of delivery, attempted delivery, or rejected delivery, whichever occurs first. Any e-mail addresses, telephone numbers, or facsimile numbers provided by one party to the other will be for convenience of communication only; neither party may give official or binding notice orally or by e-mail or facsimile. The effective time of a notice will not be affected by the receipt, prior to receipt of the original, of an oral notice or an e-mail or facsimile copy of the notice.

10.2 Successors and Assigns

This Agreement will be binding upon, and inure to the benefit of, the parties to this Agreement and their respective successors, heirs, legal representatives, administrators and assigns. Buyer's rights and obligations under this Agreement will not be assignable without the prior written consent of San Francisco; provided, however, even if San Francisco approves any such proposed assignment, in no event will Buyer be released of any of its obligations under this Agreement.

10.3 Amendments

This Agreement may be amended or modified only by a written instrument signed by the Parties.

10.4 Authority of Buyer

Buyer represents and warrants to San Francisco that Buyer is a municipal corporation duly organized, validly existing, and in good standing under the laws of the State of California. Buyer further represents and warrants to San Francisco that this Agreement and all documents executed by Buyer, which are to be delivered to San Francisco at Closing: **(a)** are or at the time of Closing will be duly authorized, executed, and delivered by Buyer; **(b)** are or at the time of Closing will be legal, valid, and binding obligations of Buyer; and **(c)** do not and at the time of Closing will not violate any provision of any agreement or judicial order to which Buyer is a party or to which Buyer is subject. Notwithstanding anything to the contrary in this Agreement, the foregoing representations and warranties and all other representations and warranties of Buyer contained in this Agreement or in other agreements or documents executed by Buyer in connection herewith, will survive the Closing Date.

10.5 Buyer's Representations and Warranties

Buyer makes the following representations as of the date of this Agreement and at all times throughout this Agreement:

(a) Buyer has duly authorized by all necessary action the execution, delivery, and performance of this Agreement. Buyer has duly executed and delivered this Agreement and this Agreement constitutes a legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with the terms hereof.

(b) Buyer represents and warrants to San Francisco that it has not been suspended, disciplined, or disbarred by, or prohibited from contracting with, any federal, state, or local governmental agency. In the event Buyer has been so suspended, disbarred, disciplined, or prohibited from contracting with any governmental agency, it will immediately notify San Francisco of same and the reasons therefore together with any relevant facts or information requested by San Francisco. Any such suspension, debarment, discipline, or prohibition may result in the termination or suspension of this Agreement.

(c) No document or instrument furnished or to be furnished by the Buyer to San Francisco in connection with this Agreement contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained in this Agreement not misleading, under the circumstances under which any such statement will have been made.

10.6 Governing Law

This Agreement will be governed by, subject to, and construed in accordance with the laws of the State of California and San Francisco's Charter and Administrative Code.

10.7 Merger of Prior Agreements

This Agreement, together with the exhibits to this Agreement, contain all representations, warranties, and covenants made by Buyer and San Francisco and constitutes the entire understanding between the Parties to this Agreement with respect to the subject matter hereof. Any prior correspondence, memoranda, or agreements are replaced in total by this Agreement together with the exhibits to this Agreement.

10.8 Parties and Their Agents

The term "**Buyer**" as used in this Agreement will include the plural as well as the singular. If Buyer consists of more than one (1) individual or entity, then the obligations under this Agreement imposed on Buyer will be joint and several. As used in this Agreement, the term "**Agents**" when used with respect to either Party will include the agents, employees, officers, contractors, and representatives of such Party.

10.9 Interpretation of Agreement

The article, section, and other headings of this Agreement and the table of contents are for convenience of reference only and will not affect the meaning or interpretation of any provision contained in this Agreement. Whenever the context so requires, the use of the singular will be deemed to include the plural and vice versa, and each gender reference will be deemed to include the other and the neuter. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Agreement. In addition, each Party has been represented by experienced and knowledgeable legal counsel. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement will be interpreted in a reasonable manner to effect the purposes of the Parties and this Agreement. Use of the word "including" or similar words will not be construed to limit any general term, statement, or other matter in this Agreement, whether or not language of non-limitation, such as "without limitation" or similar words, are used.

10.10 Time of Essence

Time is of the essence with respect to the performance of the Parties' respective obligations contained in this Agreement.

10.11 No Merger

The obligations contained in this Agreement will not merge with the transfer of title to the Property but will remain in effect until fulfilled.

10.12 Non-Liability of San Francisco Officials, Employees and Agents

Notwithstanding anything to the contrary in this Agreement, no elective or appointive board, commission, member, officer, employee, or agent of San Francisco will be personally liable to Buyer, its successors and assigns, in the event of any default or breach by San Francisco or for any amount that may become due to Buyer, its successors and assigns, or for any obligation of San Francisco under this Agreement.

10.13 Conflicts of Interest

Through its execution of this Agreement, Buyer acknowledges that it is familiar with the provisions of Article III, Chapter 2 of San Francisco's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts that constitute a violation of said provisions and agrees that if it becomes aware of any such fact during the term of this Agreement, Buyer will immediately notify San Francisco.

10.14 Notification of Limitations on Contributions

Through its execution of this Agreement, Buyer acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with San Francisco for the selling or leasing of any land or building to or from San Francisco whenever such transaction would require the approval by a San Francisco elective officer, the board on which that San Francisco elective officer serves, or a board on which an appointee of that individual serves, from making any campaign contribution to **(a)** San Francisco elective officer, **(b)** a candidate for the office held by such individual, or **(c)** a committee controlled by such individual or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the contract is approved. Buyer acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of $100,000 or more. Buyer further acknowledges that the prohibition on contributions applies to each Buyer; each member of Buyer's board of directors, and Buyer's chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than twenty percent (20%) in Buyer; any subcontractor listed in the contract; and any committee that is sponsored or controlled by Buyer. Additionally, Buyer acknowledges that Buyer must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Buyer further agrees to provide to San Francisco the names of each person, entity or committee described above.

10.15 Sunshine Ordinance

Buyer understands and agrees that under San Francisco's Sunshine Ordinance (San Francisco Administrative Code, Chapter 67) and the State Public Records Law (Gov. Code Section 7920.000 et seq.), this Agreement and all records, information, and materials submitted to San Francisco under this Agreement are public records subject to public disclosure. Buyer by this Agreement acknowledges that San Francisco may disclose any records, information and materials submitted to San Francisco in connection with this Agreement.

10.16 Tropical Hardwood and Virgin Redwood Ban

The City and County of San Francisco urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code.

10.17 No Recording

Neither this Agreement nor any memorandum or short form thereof may be recorded by Buyer.

10.18 Effective Date

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

10.19 Severability

If any provision of this Agreement or the application thereof to any person, entity, or circumstance will be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this Agreement will be valid and be enforceable to the fullest extent permitted by law, except to the extent that enforcement of this Agreement without the invalidated provision would be unreasonable or inequitable under all the circumstances or would frustrate a fundamental purpose of this Agreement.

10.20 Acceptance by Buyer

This Agreement will be null and void unless it is accepted by Buyer and two (2) fully executed copies of this Agreement are returned to San Francisco on or before 5:00 p.m. San Francisco time on _____, 20___.

10.21 Counterparts

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be executed by a party's signature transmitted by electronic mail in portable document format ("**pdf**") or through an electronic signature/online signature service such as "Docusign" and copies of this Agreement executed and delivered by means of pdf signatures or by DocuSign or similar service shall have the same force and effect as copies hereof executed and delivered with original signatures. All parties hereto may rely upon pdf signatures as if such signatures were originals. Upon request by either Party, any Party executing and delivering this Agreement by pdf shall promptly thereafter deliver a counterpart of this Agreement containing said Party's original signature. All Parties hereto agree that a pdf signature page may be introduced into evidence in any proceeding arising out of or related to this Agreement as if it were an original signature page.

10.22 Cooperative Drafting

This Agreement has been drafted through a cooperative effort of both Parties, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party will be considered the drafter of this Agreement, and no presumption or rule that an ambiguity will be construed against the party drafting the clause will apply to the interpretation or enforcement of this Agreement.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, BUYER ACKNOWLEDGES AND AGREES THAT NO OFFICER OR EMPLOYEE OF SAN FRANCISCO HAS AUTHORITY TO COMMIT SAN FRANCISCO TO THIS AGREEMENT UNLESS AND UNTIL A RESOLUTION OF SAN FRANCISCO'S BOARD OF SUPERVISORS WILL HAVE BEEN DULY ENACTED APPROVING THIS AGREEMENT AND AUTHORIZING THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF SAN FRANCISCO UNDER THIS AGREEMENT ARE CONTINGENT UPON THE DUE ENACTMENT OF SUCH A RESOLUTION, AND THIS AGREEMENT WILL BE NULL AND VOID IF SAN FRANCISCO'S BOARD OF SUPERVISORS AND MAYOR DO NOT APPROVE THIS AGREEMENT IN THEIR RESPECTIVE SOLE DISCRETION. APPROVAL OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT BY ANY DEPARTMENT, COMMISSION OR AGENCY OF SAN FRANCISCO WILL NOT BE DEEMED TO IMPLY THAT SUCH RESOLUTION WILL BE ENACTED NOR WILL ANY SUCH APPROVAL CREATE ANY BINDING OBLIGATIONS ON SAN FRANCISCO.

[SIGNATURES ON FOLLOWING PAGE]

The Parties have duly executed this Agreement as of the respective dates written below.

SAN FRANCISCO:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
DENNIS J. HERRERA
General Manager
San Francisco Public Utilities Commission

Date: _____

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

By: _____
Nancy Taylor
Deputy City Attorney

BUYER:

CITY OF DALY CITY
a California municipal corporation

By: _____
THOMAS J. PICCOLOTTI
City Manager

Date: _____

APPROVED AS TO FORM

ROSE ZIMMERMAN, City Attorney

By _____
Rose Zimmerman
City Attorney

EXHIBIT A-1

PARCEL NO. 55 DESCRIPTION

All that certain real property located in the County of San Francisco, State of California, described as follows:

[see attached]

of Lawton Street 94.683 feet to the intersection thereof with the westerly line of Locksley Avenue (formerly Serpentine Road); thence along said westerly line of Locksley Avenue the following courses and distances, to-wit: south 8° 31′ east 44.876 feet; south 10° 24′ east 176.093 feet; south 15° 22′ east 270.661 feet; south 6° 02′ east 66.142 feet; thence south 43° 06′ 13″ west 72.898 feet to the intersection of said westerly line of Locksley Avenue with the northerly line of Moraga (formerly "M") Street; thence south 86° 45′ west along said northerly line of Moraga Street 127.994 feet to the intersection thereof with the easterly line of Seventh Avenue; thence north 3° 15′ west along said easterly line of Seventh Avenue 600.42 feet to the intersection thereof with the southerly line of Lawton Street and the point of commencement.

Being all of Outside Lands Block No. 859.

Parcel 52:

Commencing at the point of intersection of the northerly line of Lawton (formerly "L") Street with the easterly line of Seventh Avenue, and running thence north 86° 45′ east along said northerly line of Lawton Street 81.594 feet to the intersection thereof with the westerly line of Locksley Avenue (formerly Serpentine Road); thence along said westerly line of Locksley Avenue north 19° 46′ west 124.718 feet; thence north 3° 54′ 48″ east 91.208 feet; thence north 22° 36′ 31″ east 39.93 feet; thence leaving said westerly line of Locksley Avenue south 86° 45′ west 75 feet, more or less, to the easterly line of Seventh Avenue; thence along said easterly line of Seventh Avenue south 3° 15′ east 245 feet, more or less, to the intersection thereof with the northerly line of Lawton Street and the point of commencement.

Being a portion of Outside Lands Block No. 774.

Parcel 53:

Commencing at a point on the westerly line of Seventh Avenue distant thereon 13 feet 11 inches northerly from the northerly line of Lawton (formerly "L") Street; running thence along said westerly line of Seventh Avenue north 3° 15′ west 211 feet 1 inch to the intersection thereof with the southerly line of school property of the City and County of San Francisco; thence along the southerly line of said school lot south 86° 45′ west 83 feet, more or less, to the intersection thereof with the westerly boundary line of the original Winter Tract; thence along said westerly line of said Winter Tract due south 207 feet, more or less, and thence due east 94 feet 1 inch to the westerly line of Seventh Avenue and the point of commencement.

Being a portion of Outside Lands Block No. 775.

Parcel 54:

Commencing at the point of intersection of the southerly line of Ortega (formerly "O") Street with the westerly boundary line of the original Winter Tract, said point being distant along said southerly line of Ortega Street north 86° 45′ east 26 feet, more or less, from the easterly line of Eighth Avenue; running thence north 86° 45′ east 7 feet, more or less, to the northwesterly boundary line of the San Miguel Rancho; thence along said Rancho line south 18° 32′ west 18.5 feet, more or less, to the intersection thereof with said westerly boundary line of said Winter Tract; thence along said last mentioned line due north 18 feet, more or less, to the southerly line of Ortega Street and the point of commencement.

Being a portion of Outside Lands Block No. 952.

Parcel 55: Lake Merced Tract.

The following described parcel of land situate partly within the

City and County of San Francisco and partly within the County of San Mateo in the State of California, to-wit:

Beginning at the point of intersection of the southerly line of Sloat Boulevard with the center line of 36th Avenue if said center line be produced southerly along its present course, and running thence along the southerly extension of said center line south 3° 02′ 50″ east 1700 feet; thence on a circular curve to the left with a radius of 100 feet and a central angle of 90°, a distance of 157.08 feet; thence north 86° 57′ 10″ east 412.35 feet to a point on the arc of a curve with a radius of 300 feet, at which point the tangent to said curve bears north 54° 15′ 30″ east; thence northeasterly along the arc of said curve with a central angle of 22° 56′ 30″, a distance of 120.13 feet; thence north 31° 19′ east 311.01 feet; thence on a curve to the right with a radius of 320 feet and a central angle of 69° 50′ a distance of 390.02 feet; thence south 78° 51′ east 83.63 feet; thence on a curve to the right with a radius of 200 feet and a central angle of 74° 50′, a distance of 261.22 feet; thence south 4° 01′ east 45.27 feet; thence on a curve to the right with a radius of 290 feet and a central angle of 26° 40′, a distance of 134.97 feet; thence on a curve to the left with a radius of 125 feet and a central angle of 145° 26′, a distance of 317.29 feet; thence north 57° 13′ east 341.57 feet; thence on a curve to the right with a radius of 340 feet and a central angle of 21° 07½′, a distance of 125.36 feet; thence north 78° 20½′ east 247.25 feet; thence on a curve to the right with a radius of 320 feet and a central angle of 39° 24′, a distance of 220.05 feet; thence south 62° 15½′ east 132.79 feet; thence on a curve to the right with a radius of 130 feet and a central angle of 129° 06′, a distance of 292.92 feet; thence south 66° 50½′ west 166.29 feet; thence on a curve to the left with a radius of 125 feet and a central angle of 68° 42′, a distance of 149.88 feet; thence south 1° 51½′ east 25.16 feet; thence on a curve to the left with a radius of 200 feet and a central angle of 55° 08′, a distance of 192.45 feet; thence south 56° 59½′ east 194.26 feet; thence on a curve to the right with a radius of 400 feet and a central angle of 25°, a distance of 174.53 feet; thence south 31° 59½′ east 89.25 feet; thence on a curve to the left with a radius of 800 feet and a central angle of 11° 50′, a distance of 165.22 feet; thence south 43° 49½′ east 51.56 feet; thence on a curve to the left with a radius of 250 feet and a central angle of 38° 50′, a distance of 169.44 feet; thence south 82° 39½′ east 44.63 feet; thence on a curve to the right with a radius of 200 feet and a central angle of 54° 04′, a distance of 188.73 feet; thence south 28° 35½′ east 36.54 feet; thence on a curve to the left with a radius of 300 feet and a central angle of 27° 30′, a distance of 143.99 feet; thence south 56° 05½′ east 45.63 feet; thence on a curve to the right with a radius of 150 feet and a central angle of 130° 30′, a distance of 341.65 feet; thence south 74° 24½′ west 247.35 feet; thence on a curve to the right with a radius of 300 feet and a central angle of 41° 40′, a distance of 218.17 feet; thence north 63° 55½′ west 156.34 feet; thence on a curve to the left with a radius of 300 feet and a central angle of 116° 07′, a distance of 607.99 feet; thence south 0° 02½′ east 1887.27 feet; thence on a curve to the left with a radius of 500 feet and a central angle of 23° 30′, a distance of 205.08 feet; thence south 23° 32½′ east 42.76 feet; thence on a curve to the right with a radius of 500 feet and a central angle of 23° 30′, a distance of 205.08 feet; thence south 0° 02½′ east 734.68 feet; thence on a curve to the left with a radius of 200 feet and a central angle of 89° 58½′, a distance of 314.07 feet to Point No. 47 hereinafter referred to; thence north 89° 59′ east 1706.53 feet; thence on a curve to the left with a radius of 200 feet and a central angle of 72° 10′, a distance of 251.91 feet; thence north 17° 49′ east 55.78 feet; thence on a curve to the right with a radius of 125 feet and a central angle of 81° 54′, a distance of 178.68 feet; thence south 80°

17′ east 627.77 feet; thence on a curve to the right with a radius of 550 feet and a central angle of 31° 30′, a distance of 302.38 feet; thence south 48° 47′ east 17.81 feet; thence on a curve to the right with a radius of 100 feet and a central angle of 97° 57′, a distance of 170.95 feet; thence south 49° 10′ west 105.57 feet; thence on a curve to the left with a radius of 125 feet and a central angle of 80° 40′, a distance of 175.99 feet; thence south 31° 30′ east 217.30 feet; thence on a curve to the left with a radius of 125 feet and a central angle of 61° 30′, a distance of 134.17 feet; thence north 87° east 287.95 feet; thence south 74° 49½′ east 503.42 feet to a point in the easterly boundary of the Rancho Laguna de la Merced; thence along said boundary south 0° 15′ east 268.08 feet to a point which is distant along said boundary 1530.44 feet northerly from a granite monument set at the intersection thereof with the boundary line between the City and County of San Francisco and the County of San Mateo; thence the following courses and distances: north 74° 33½′ west 354.95 feet to Point No. 63 hereinafter referred to in the description of Parcel 60; north 80° 23½′ west 568.05 feet; south 75° 36½′ west 266.00 feet; south 86° 36½′ west 146.00 feet; north 54° 23½′ west 101.00 feet; north 66° 13½′ west 160.00 feet; north 65° 28½′ west 344.00 feet; north 72° 41½′ west 97.00 feet; south 82° 18½′ west 229.00 feet; north 69° 41½′ west 173.00 feet; north 86° 21½′ west 315.00 feet; south 63° 58½′ west 108.00 feet; south 5° 21½′ east 282.00 feet; north 86° 51½′ west 195.00 feet; north 42° 31½′ west 305.00 feet; north 80° 01½′ west 282.00 feet; north 89° 01½′ west 321.00 feet to Point No. 79 hereinafter referred to; south 29° 58½′ west 105.00 feet; south 13° 13½′ west 535.00 feet; south 3° 33½′ west 628.00 feet; south 19° 56½′ east 285.00 feet; south 3° 16½′ east 352.00 feet; south 39° 46½′ east 107.00 feet; south 82° 01′ east 90.14 feet to Point No. 86 hereinafter referred to, which point is in the boundary line between the City and County of San Francisco and the County of San Mateo distant thereon 3659.07 feet westerly from a granite monument set at the intersection thereof with the easterly line of the Rancho Laguna de la Merced; thence the following courses and distances: south 0° 01½′ east 610.63 feet to Point No. 87, hereinafter referred to; thence south 5° 26½′ east 400 feet; thence south 15° 26½′ east 400 feet; south 6° 25½′ west 838.00 feet; south 88° 45½′ west 532.00 feet; north 34° 19½′ west 430.00 feet; north 4° 40′ west 977.67 feet; north 0° 02′ west 617.78 feet to Point No. 94, hereinafter referred to; thence north 58° 30′ west 555.05 feet to a point in the boundary line between the City and County of San Francisco and the County of San Mateo, distant 342.37 feet easterly from a granite monument in said boundary line; thence north 58° 30′ west 39.42 feet; thence on a curve to the right with a radius of 730 feet and a central angle of 49° 45½′, a distance of 633.97 feet; thence north 8° 44½′ west 188.53 feet; thence on a curve to the left with a radius of 200 feet and a central angle of 11° 05′, a distance of 38.69 feet; thence north 19° 49½′ west 333.18 feet; thence on a curve to the left with a radius of 110 feet and a central angle of 61° 37½′, a distance of 118.31 feet; thence north 81° 27′ west 76.59 feet; thence on a curve to the right with a radius of 370 feet and a central angle of 50° 09½′, a distance of 323.91 feet; thence north 31° 17½′ west 890.93 feet; thence on a curve to the left with a radius of 200 feet and a central angle of 17° 00½′, a distance of 59.36 feet; thence north 48° 18′ west 416.66 feet; thence on a curve to the right with a radius of 200 feet and a central angle of 21° 00′, a distance of 73.30 feet; thence north 27° 18′ west 297.68 feet; thence north 27° 18′ west 14.22 feet; thence on a curve to the left with a radius of 300 feet and a central angle of 41° 56′, a distance of 219.56 feet; thence north 69° 14′ west 699.64 feet; thence on a curve to the right with a radius of 1000 feet and a central angle of 16° 12½′, a distance of 282.89 feet; thence north 53° 01½′ west 434.46 feet; thence on a curve to the right with a radius of 500 feet

and a central angle of 56° 03′, a distance of 489.13 feet; thence north 3° 01½′ east 232 feet; thence on a curve to the left with a radius of 400 feet and a central angle of 34° 09′, a distance of 238.41 feet; thence north 31° 07½′ west 127.85 feet; thence on a curve to the right with a radius of 200 feet and a central angle of 16° 06′, a distance of 56.20 feet; thence north 15° 01½′ west 89.06 feet; thence on a curve to the left with a radius of 300 feet and a central angle of 25° 03′, a distance of 131.16 feet; thence north 40° 04½′ west 297.11 feet; thence on a curve to the left with a radius of 300 feet and a central angle of 2° 23′, a distance of 12.48 feet; thence north 42° 27½′ west 417.45 feet; thence on a curve to the right with a radius of 285 feet and a central angle of 42° 10′, a distance of 209.74 feet; thence on a curve to the left with a radius of 675 feet and a central angle of 18°, a distance of 212.06 feet; thence north 18° 17½′ west 277.73 feet; thence on a curve to the right with a radius of 400 feet and a central angle of 19° 59′, a distance of 139.51 feet; thence north 1° 41½′ east 196.11 feet; thence on a curve to the right with a radius of 200.20 feet and a central angle of 37° 48′, a distance of 132.07 feet; thence on a curve to the left with a radius of 370 feet and a central angle of 34° 30′, a distance of 222.79 feet; thence north 4° 59½′ east 55 feet to Point No. 129, hereinafter referred to, which point is south 85° 00½′ east 50 feet from the southeast corner of the United States Life Saving Station Tract; thence south 85° 00½′ east 50 feet; thence north 4° 59½′ east 1040.77 feet; thence north 3° 01′ west 63.41 feet; thence on a curve to the right with a radius of 400 feet and a central angle of 66° 46′, a distance of 466.12 feet; thence north 63° 45′ east 934.65 feet; thence on a curve to the right with a radius of 200 feet and a central angle of 81° 28′ 30″, a distance of 284.40 feet; thence south 34° 46′ 30″ east 905.42 feet; thence on a curve to the left with a radius of 200 feet and a central angle of 66° 26′ 30″, a distance of 231.92 feet; thence north 78° 47′ east 305.13 feet; thence on a curve to the left with a radius of 100 feet and a central angle of 81° 49′ 50″, a distance of 142.82 feet to a point on the southerly extension of the center line of 37th Avenue; thence along said last mentioned extension north 3° 02′ 50″ west 1444.29 feet to the southerly line of Sloat Boulevard; thence easterly along said southerly line of Sloat Boulevard 310.26 feet to the point of commencement. Containing 811.13 acres.

All bearings in the foregoing description of Parcel 55 have been computed on the assumption that the boundary line between the City and County of San Francisco and the County of San Mateo runs due east and west.

As incident and appurtenant to the lands herein described as Parcel 55, the Water Company hereby gives and grants to the City the following temporary rights, privileges or easements in, over and upon the lands retained by the Water Company, or in, over and upon other lands adjoining or in the immediate vicinity of said parcel, to-wit:

1. The right to use, in common with the Water Company and others, the existing road known as the "Golf Club Road," extending from Junipero Serra Boulevard in a general westerly direction to the easterly boundary of Parcel 55, until such time as the City shall have access from Junipero Serra Boulevard to the portion of said Golf Club Road now existing within said parcel by means of other streets or roads hereafter constructed by the Water Company or its successors in interest.

2. The right to operate, maintain and repair the existing surface drainage ditch and appurtenances in the northeasterly portion of the Lake Merced lands retained by the Water Company; until such time as said portion shall be subdivided and streets are laid out through the same, after which time said drainage ditch and appurtenances shall be removed by the City.

There are expressly excepted from this grant of Parcel 55 and reserved to the Water Company, its successors and assigns, the following rights and easements, to-wit:

1. The right to use for roadway purposes the present constructed road known as the "Golf Club Road," commencing on the easterly boundary of said Parcel 55 at a point approximately 50 feet southwesterly from Point No. 79 thereof, and running southerly and southwesterly along its present course to the westerly boundary of Parcel 55 at a point distant approximately 307 feet southerly from Point No. 94 thereof.

2. The right to use for roadway purposes the present constructed road commencing on the easterly boundary of Parcel 55 near Point No. 47 thereof and running southwesterly and southerly along its present course to its intersection with the "Golf Club Road."

3. A right of way easement 50 feet wide for a road to be constructed from the easterly boundary of Parcel 55, between Points Nos. 86 and 87 thereof, in a northwesterly direction to an intersection with the "Golf Club Road" near the northeasterly end of the dam dividing the so-called settling pond from South Lake Merced.

4. A right of way easement 50 feet wide for a road to connect that portion of the Lake Merced lands lying immediately north of the easterly extension of said Parcel 55 along Ocean View Gulch with any road the City may hereafter establish and construct along said gulch.

5. Right of way easements, each 80 feet wide, for not more than three roads or streets to extend easterly and westerly across that portion of Parcel 55 which extends northerly to Sloat Boulevard between the center lines of 36th and 37th Avenues produced southerly.

6. The right to construct, maintain, operate, use, repair, enlarge, relay and reconstruct such water pipes, sewers, telephone and power lines across the easterly extension of Parcel 55 along Ocean View Gulch and also across the northerly extension of said Parcel 55 which lies between the center lines of 36th and 37th Avenues produced southerly, as may be necessary for the proper development of the property retained by the Water Company and lying on either side of said extensions.

It is expressly understood between the parties hereto that the location and type of construction of said roads, water pipes, sewers, telephone and power lines, across any portions of said Parcel 55, easements for which are herein reserved to the Water Company, shall be subject to the approval of the City Engineer or other governing authority of the City; but, if for any reason the City and the Water Company shall not be able to agree with reference to said location and type of construction, then the matters upon which no agreement has been reached shall be submitted to three arbitrators, one of whom shall be selected by the City Engineer or other governing authority of the City, one by the Water Company and the third by the two other arbitrators, and the decision of any two of the three arbitrators shall be binding upon each of the parties hereto.

There is expressly reserved to the Water Company, its successors and assigns the right to receive water and water service at legally established rates for use upon any of the lands commonly known as Lake Merced lands which are retained by the Water Company, from water mains now in existence or which may hereafter be constructed through or across any of said Lake Merced lands retained by the Company or hereby conveyed to the City; provided, however, that the particular locations and types of connections with such water mains and the particular mains with which such connections shall be made, shall first be approved by the City Engineer or other governing authority of the City.

This conveyance of Parcel 55 is made subject to certain easements or rights granted or agreed to be granted by the Water Company, which are contained and set forth in those certain deeds and agreements hereinafter specified, which, insofar as they are recited as recorded are recorded in the office of the Recorder of the City and County of San Francisco, to-wit:

1. To San Francisco Golf and Country Club by deed dated February 17, 1916, and recorded February 18, 1916, in Book 911 of Deeds at page 341; by deed dated February 18, 1921, and recorded January 3, 1923, in Book 636, Official Records, at page 187; by deed dated March 12, 1928, and recorded April 4, 1928, in Book 1633, Official Records, at page 424; and by Agreement of Sale dated October 7, 1929, and acknowledged on behalf of the Water Company before O. A. Eggers, Notary Public, October 9, 1929.

2. To Lakeside Golf Club by deed dated October 5, 1916, and recorded October 27, 1916, in Book 982 of Deeds at page 17, and also recorded in San Mateo County on November 16, 1916, in Book 258 of Deeds at page 304.

3. To the State of California by deed dated October 17, 1921, and recorded January 14, 1922, in Book 435, Official Records, at page 7; and by deed dated July 14, 1922, and recorded August 31, 1922, in Book 530, Official Records, at page 143.

4. To Pacific Gas and Electric Company by deed dated August 3, 1925, and recorded August 14, 1925, in Book 1116, Official Records, at page 352.

5. To The Olympic Club by deed dated February 1, 1923, and recorded June 13, 1923, in Book 725, Official Records, at page 75, also recorded in the County of San Mateo on June 1, 1923, in Book 79, Official Records, at page 117, and by deed dated March 18, 1929, and acknowledged on behalf of the Water Company before O. A. Eggers, Notary Public, March 18, 1929.

6. To Lake Merced Golf and Country Club by deed dated April 20, 1929, and acknowledged on behalf of the Water Company before Mabel C. Spence, Notary Public, April 20, 1929.

Said Parcel 55 is also subject to a certain written lease executed by the Water Company to Pacific Gas and Electric Company and the Pacific Telephone and Telegraph Company dated November 6, 1926, providing for the construction and maintenance of a line for power and telephone service purposes; and is also subject to a certain revocable license granted by the Water Company to the Pacific Gas and Electric Company by written instrument dated April 22, 1925, for street lighting purposes.

The Water Company also hereby grants to the City as appurtenant to the lands described as Parcel 55, and for the purpose of protecting and augmenting the waters and water sources of Lake Merced, and also for the purpose of facilitating the supply and distribution of water to consumers in the City and County of San Francisco and vicinity, all those certain rights relating to the construction, maintenance, operation, use and repair of existing or future pipe lines or other utility structures and to the use of the subterranean waters reserved or to be reserved by the Water Company, together with the right to enforce those certain sanitary restrictions imposed for the benefit of adjoining lands of the Water Company, including the lands hereby conveyed to the City, contained or set forth in any of the foregoing instruments described above as three deeds and agreement of sale to San Francisco Golf and Country Club dated, respectively, February 17, 1916; February 18, 1921; March 12, 1928, and October 7, 1929; a deed to Lakeside Golf Club dated October 5, 1916; two deeds to The Olympic Club dated, respectively, February 1, 1923, and March 18, 1929, and a deed to Lake Merced Golf and Country Club dated April 20, 1929; also the rights reserved to the Water

Company in three deeds to Joint Highway District No. 10 of the State of California dated November 14, 1929, and recorded November 25, 1929, one in Book 499 at page 1, another in Book 501 at page 1, and the third in Book 502 at page 1, Official Records of San Mateo County; also the right to exercise and use jointly with the Water Company, those certain rights and privileges reserved to the Company in said two deeds to the State of California dated, respectively, October 17, 1921, and July 14, 1922.

As appurtenant to the lands described in said Parcel 55, there is also conveyed to the City all subterranean waters under the Lake Merced Ranch lands retained by the Water Company and surrounding or in the immediate vicinity of said Parcel 55; provided, however, that there is expressly reserved to the Water Company, and its successors in interest to all or any part of the said situated and retained lands, the right to drill new wells for and to take water from such new wells or from existing wells situate within the limits of the said retained lands for domestic or other use upon such retained lands, or upon the part or parts thereof upon which are located the well or wells from which the particular water is obtained in the event different parts of the said retained lands should ever be owned severally by more than one successor in interest to the Water Company, but not for use elsewhere.

The Water Company grants to the City the right to enter upon the lands retained by the Company for the purpose of repairing, renewing or relaying any parts or portions of the existing Vista Grande sewer; and the City, by the acceptance of this deed of conveyance, assumes the obligations of the Water Company expressed in that certain written agreement dated November 30, 1907, between the Spring Valley Water Company, as party of the first part, and Ocean View Land and Improvement Company, and others, as parties of the second part, relating to the repair and maintenance of said sewer, but does not hereby assume any obligation of the Water Company under said agreement, if any such obligation exists, to enlarge said sewer.

The Water Company also grants to the City, as appurtenant to said Parcel 55, the right to enforce, either separately or jointly with the Water Company, those certain conditions pertaining to sanitary control of the Lake Merced lands embodied in paragraphs "d," "e," "g" and "h" of that certain deed for a surface right of way made by Spring Valley Water Company to Ocean Shore Railway Company dated September 15, 1909, and recorded July 3, 1914, in the office of the Recorder of the City and County of San Francisco in Book 788 of Deeds, page 356; and also the right reserved to the Water Company in said deed to construct or lay water mains across that portion of said surface right of way which lies within the tract of land known as the Lake Merced Golf and Country Club lands.

As a part of the consideration for the sale by the Water Company and the purchase by the City of the lands described in said Parcel 55, the Water Company agrees that no buildings shall ever be permitted upon the following described strip of land, and that said strip of land shall never be used for any purpose other than roadways, parks or gardens, golf courses, or play grounds:

A strip of land having a uniform width of 150 feet measured southwesterly at right angles from the southwesterly boundary of Parcel 55 of lands within the City and County of San Francisco and extending from the southerly line of said City and County in a general northwesterly direction to the boundary line of the United States Military Reservation known as Fort Funston; and continuing thence with a width of 50 feet between the southwesterly and westerly boundary of said Parcel 55 and the northeasterly and easterly boundary of said Military Reservation to Point No. 129 of the survey of said boundary of Parcel No. 55.

In the event of the sale by the Spring Valley Water Company of any portion of the land contained within said strip, the above conditions and restrictions shall be made forever binding upon the parties to whom said land may be sold and upon their successors in interest.

The following described lots, pieces or parcels of land situate wholly within the City and County of San Francisco, State of California:

Parcel 56: Central Pump Station Lot.

Commencing at the point of intersection of the southerly line of Sloat Boulevard with the easterly line of Twenty-third Avenue, if said line of Twenty-third Avenue be produced southerly along its present course; and running thence southerly along said easterly line of Twenty-third Avenue produced 660 feet; thence at an angle of 90° 00½′ to the left 400 feet; thence at an angle of 89° 59½′ to the left and parallel to said easterly line of Twenty-third Avenue 657.39 feet to the southerly line of Sloat Boulevard; thence westerly along said line of Sloat Boulevard at an angle of 88° 44½′ to the left 118 feet to a post set at an angle therein and marked B-8; thence at an angle of 1° 16′ to the left and continuing along said line of Sloat Boulevard 282.03 feet to the easterly line of Twenty-third Avenue produced as aforesaid and the point of commencement. Containing 6.057 acres.

Parcel 57-A: Strip along Junipero Serra Boulevard, North of Ocean View Gulch.

Beginning at the intersection of the easterly line of the Rancho Laguna de la Merced with the southerly line of Ocean Avenue and running thence along said line of said Rancho, at an angle of 64° 53′ 16″ from said southerly line of Ocean Avenue, south 2° 35′ west 230.19 feet; thence leaving said Rancho line south 89° 40′ east 10.01 feet; thence south 2° 35′ west 712.16 feet; thence north 87° 25′ west 10 feet to said Rancho line; thence along said Rancho line south 2° 35′ west 340.30 feet; thence leaving said Rancho line south 87° 25′ east 10.00 feet; thence south 2° 35′ west 2207.96 feet; thence south 89° 37′ west 10.01 feet to said Rancho line; thence along said Rancho line south 2° 35′ west 1565.48 feet to an angle therein; thence leaving said Rancho line south 16° 23′ east 1438.32 feet to the intersection of said easterly line of said Rancho with the northerly line of the tract hereinabove described as Parcel No. 55; thence along said line of Parcel No. 55, north 74° 49½′ west 23.47 feet to the southeasterly corner of that certain tract of land described as Parcel 4 in a deed from Spring Valley Water Company to City and County of San Francisco dated May 1, 1929, and recorded June 18, 1929, in Volume 1863, Official Records of the City and County of San Francisco at page 281; thence northerly along the easterly line of said Parcel 4 and the easterly line of the tract of land described as Parcel 2 in said deed; 6497.491 feet to the southerly line of Ocean Avenue aforesaid; thence south 60° 30′ east 22.43 feet along said Ocean Avenue to the point of beginning. Containing 3.66 acres.

Subject to the terms and conditions of the following instruments, to-wit:

1. Agreement covering streets and street extensions made between Spring Valley Water Company and Urban Realty Improvement Company dated June 9, 1913 and recorded July 3, 1913 in Book 39 of Covenants at page 144, City and County of San Francisco records.

2. Revocable licenses for street lighting purposes granted to Pacific Gas and Electric Company by written instruments dated respectively August 15, 1924, March 31, 1925, in amendment thereof, and April 22, 1925.

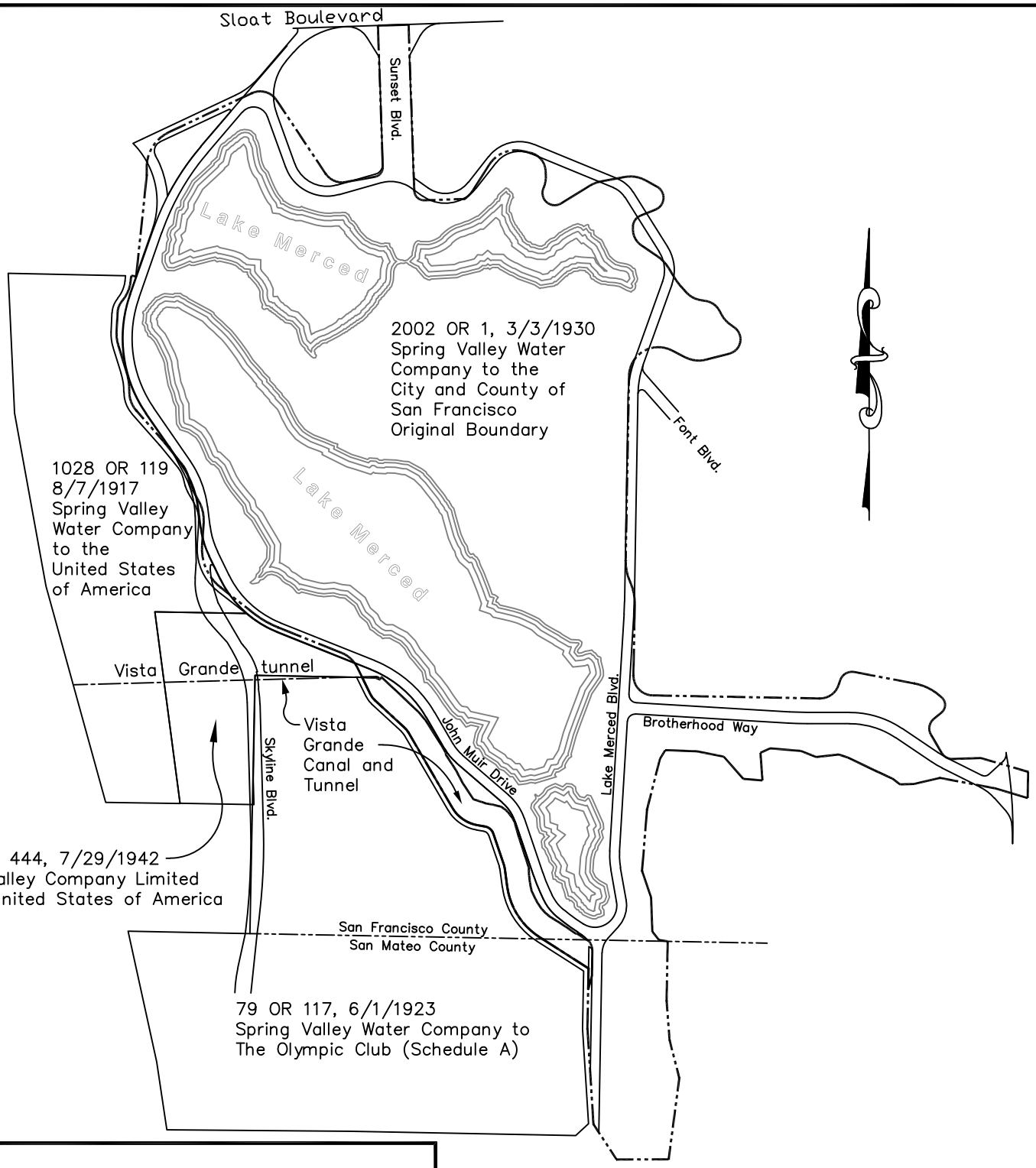
Parcel 57-B: Strip along Junipero Serra Boulevard, South of Ocean View Gulch.

Commencing on the easterly line of Rancho Laguna de la Merced at the southeasterly corner of Parcel 55 hereinbefore described; run-

EXHIBIT A-2

DEPICTION OF PARCEL NO. 55

[see attached]



City and County of San Francisco

Public Utilities Commission

San Francisco Water Department

Exhibit B

SFPUC Parcel 55

(Lake Merced Tract)

2002 Official Records 1

San Francisco Lands

City and County of San Francisco

Skyline Boulevard, 435 OR 7, 1/14/1922
Spring Valley Water Company to the
State of California (as an easement)

John Muir Drive dedicated as shown on
San Francisco Dept of Public Works map
T–17–10; and recorded 9/18/1968 in
map book V page 32.

Scale: 1" = 1500'

Page 1 of 1

Date: October 22, 2025

Drawing No. 21–0005

EXHIBIT B

DESCRIPTION AND DEPICTION OF EXISTING TUNNEL EASEMENTS

[attached]

DRAFT FOR INFORMATIONAL PURPOSES ONLY. TO BE UPDATED, SIGNED, AND STAMPED PRIOR TO CLOSING.

May 25, 2022

EXHIBIT "A"
LEGAL DESCRIPTION
OF DRAINAGE EASEMENT TO BE VACATED QUITCLAIMED
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

ALL THAT CERTAIN REAL PROPERTY situate in the City and County of San Francisco, State of California, said real property being a strip of land, **16.00 feet in width,** over and under a portion of the Lands of the United States of America (U.S.A.), also known as Fort Funston, as described in that certain Deed from Spring Valley Water Company to The United States of America recorded August 7, 1917 in Book 1028 of Deeds at Page 119, Official Records of the City and County of San Francisco, and depicted as "U.S. Reservation 150.29 Acres (more or less) Acquired in 1917" on that certain Map entitled Fort Funston Military Reservation, California, prepared by U.S. Engineer Office, 1ST District, San Francisco, Cal., Feb. 3, 1928, in File 43, Div. 1, Sheet 42, (filed in Golden Gate NRA, Park Archives, Drawer 221, Folder 3), the **centerline of said strip of land** being described as follows;

Strip No. One)

COMMENCING at Monument (Number) 23 as depicted on the above-mentioned Map entitled Fort Funston Military Reservation, California, prepared by U.S. Engineer Office, 1ST District, San Francisco, Cal., said Monument (Number) 23 noted as a granite monument in that certain above-mentioned Deed from Spring Valley Water Company to The United States of America in Bk. 1028, Deeds at Pg. 119, O.R., (specifically in Book 1028 of Deeds on Pages 121 & 122);

Thence from said **Point of Commencement, South 08°31'45" East, a distance of 733.30 feet,** along that certain line as depicted on said Map entitled Fort Funston Military Reservation, California, between said Monument (Number) 23 and Monument (Number) 24, the bearing of said certain line on the Fort Funston Military Reservation Map depicted as South 8°31'45" East, to said Monument No. 24, said Monument (No. 24) also noted as a granite monument in Bk. 1028, Deeds at Pg. 119, O.R., (specifically in Book 1028 of Deeds on Pages 121 and 122), along said line to the center of a "Drainage Tunnel" as depicted on said Map entitled Fort Funston Military Reservation, California, said point at the centerline of above-mentioned strip of land, 16.0 feet in width, **said strip of land being the center of Drainage Tunnel** and being the **POINT OF BEGINNING** for this description;

Thence from said **POINT OF BEGINNING** for this particular description, through the said Lands of The United States of America (Bk. 1028, Deeds at Pg. 119, O.R.), along said center of Drainage Tunnel, **South 87°24'03" West, a distance of 928 feet, more or less,** to the "End of Tunnel" as depicted on said Map entitled Fort Funston Military Reservation, California, (South 87°22'37" West, 928 feet, more or less, to the shore of the Pacific Ocean," per Bk. 1028, Deeds at Pg. 119, O.R.), said "Shore of the Pacific Ocean" also being the "Mean High Tide Line," said

point at the "End of Tunnel," also being the westerly **Point of Terminus (P.O.T.)** for this description.

The northwesterly and southwesterly sidelines of the **above-described strip of land,** to terminate at the above-mentioned shore of the Pacific Ocean, being the Mean High Tide Line.

Strip No. One containing 14,853 square feet, more or less, to be vacated.

Strip No. Two)

TOGETHER WITH a strip of land, **16.00 feet in width,** over and under a portion of the Lands of United States of America, as described in that certain Deed (Spring Valley Company, LTD. Granted to the United States of America), recorded July 31,1942, filed in Book 3878 at Page 444, Official Records of the City and County of San Francisco **and** over and under portions of the Lands of The Olympic Club, as described in that certain Deed recorded June 13, 1923 and filed in Book 725 at Page 75, Official Records of the City and County of San Francisco, **also** the Lands of the Olympic Club as described in that certain Deed from Spring Valley Water Company to The Olympic Club, recorded February 11, 1930 in Book 1979 at Page 277, Official Records of the City and County of San Francisco, **and** the Lands of the Delaware Lakewood Apartments, L.L.C., as described in that certain Deed recorded July 17, 2003 and filed as Document Number 2003-H487793-00, Reel 1431, Image 0025, Official Records of the City and County of San Francisco, the **centerline of said strip of land** being described as follows;

BEGINNING for this particular description, at the above-mentioned point at the centerline of the strip of land, 16.0 feet in width, said strip of land being the center of Drainage Tunnel, said point being distant **South 08°31'45" East, a distance of 733.30 feet,** therefrom above-mentioned Monument (Number) 23;

Thence from said **POINT OF BEGINNING** for this description, traversing through the said Lands of the United States of America, the said Lands of The Olympic Club (Bk.725 O.R. Pg. 75), **also** the said Lands of the Olympic Club (Bk. 1979 O.R. Pg. 277), **and** the said Lands of the Delaware Lakewood Apartments, L.L.C., (Doc. No. 2003-H487793-00, Reel 1431 O.R. Image 0025) along a line depicted as "Existing Drainage Tunnel," as depicted on said Map entitled Fort Funston Military Reservation, California, **North 87°24'03" East, a distance of 2030.62 feet,** (North 87°34' East, 2000 feet, more or less per), to a point on the northeasterly line of the said Lands of The Olympic Club (Bk. 1979 O.R. Pg. 277), said northeasterly line being common with the general southwesterly line of Parcel 55, "Lake Merced Tract," as described in that certain Deed from Spring Valley Water Company to the City and County of San Francisco, recorded March 3, 1930 in Book 2002 at Page 1, Official Records of the City and County of San Francisco, said bearing and distance of 2000 feet, more or less, stated in an unrecorded Deed, entitled Spring Valley Water Company to City and County of San Francisco, Water System

Properties, Dated as of March 3, 1930, in Section entitled Easements and Rights of Way, excerpt of said Rights being on Page 110, (J.) Lake Merced Drainage Tunnel of said unrecorded Deed.

The sidelines of the **above-described strip of land, 16.00 feet wide, are lengthened or shortened** to terminate on the east and said Lands of The Olympic Club Lands of The Olympic Club, (Bk. 725 O.R., Pg. 75) common with the general southwesterly line of Parcel 55, "Lake Merced Tract,"

Strip No. Two containing 32,524 square feet, more or less, to be vacated.

The sidelines of the two above-described strips of land, 16.00 feet wide, are to be joined together as continuous lines, respectively.

END OF DESCRIPTION

Being portions of Block 7282-Parcel 006, Block 7282-Parcel 005, Block 7284-Parcel 001 and Block 7284, Parcel 003.

A plat to accompany legal description, Exhibit "B", is attached hereto and made a part thereof.

The dimensions stated in this description and accompanying Plat (Exhibit "B") are measured in ground distances.

This description was prepared by me or under my direction in September of 2021 pursuant to Sections 8725, 8726(c), and 8726(g) of the Professional Land Surveyors Act of the State of California (Business and Professions Code Sections 8700-8805).

_____ _____

JOHN T. MAY DATE
LICENSED LAND SURVEYOR No. 8570
(EXP. 03/31/2023)
STATE OF CALIFORNIA

EXHIBIT "B"

BASIS OF BEARINGS:

THE SOUTHEASTERLY LINE OF FORT FUNSTON MILITARY RESERVATION (150.29 ACRES) PER BK 1028 O.R. PG 119 WHICH BEARS SOUTH 8°31'45" EAST.

LEGEND

——— - ———	EXISTING CENTERLINE DRAINAGE EASEMENT TO BE VACATED
——— — ———	PROPERTY LINE
A.P.N.	ASSESSOR'S PARCEL NUMBER
C.C.S.F.	COUNTY & CITY OF SAN FRANCISCO
M.H.T.L.	MEAN HIGH TIDE LINE
O.R.	OFFICIAL RECORDS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.O.T.	POINT OF TERMINUS

P.O.C.

FORT FUNSTON MILITARY RESERVATION (150.29 ACRES) BK 1028 O.R. PG 119 *ORIGINAL BOUNDARY*

S08°31'45"E 733.30'

PACIFIC OCEAN

SKYLINE BOULEVARD

JOHN MUIR DRIVE (100' R/W)

CITY & COUNTY OF SAN FRANCISCO PARCEL 55 – LAKE MERCED TRACT BK 2002 O.R. PG 1 A.P.N. 7283–001 (1995) *ORIGINAL BOUNDARY*

DELAWARE LAKEWOOD APTS LLC DOC. NO. 2003–H487793–00 REEL 1431 IMAGE 0025 APN 7282–005

EXISTING CENTERLINE DRAINAGE EASEMENT PER 1028 O.R. 119 14,846 ± S.F. (*STRIP NO. 1 TO BE VACATED*)

P.O.B.

P.O.T. STRIP NO. 1

P.O.T. STRIP NO. 2

8' 8'

S87°24'03"W 928' ± TO M.H.T.L. (S87°22'37"W 928'±)(1028 O.R. 119)

N87°24'03"E 2030.62' (S87°34'W 2000'±)(DEED EXCERPT)

U.S.A. BK 3878 O.R. PG 444

BASIS OF BEARINGS: S08°31'45"E 1976.37' (TOTAL)

EXISTING 16' CENTERLINE DRAINAGE EASEMENT PER DEED EXCERPT OF SPRING VALLEY TO C.C.S.F. DATED 3/3/1930 32,490 ± S.F (*STRIP NO. 2 TO BE VACATED*)

THE OLYMPIC CLUB BK. 725 O.R. PG. 75 A.P.N. 7284–001

THE OLYMPIC CLUB BK. 1979 O.R. PG. 277 A.P.N. 7284–003

THE OLYMPIC CLUB DOC. NO. F400735 REEL F927 IMAGE 0065 A.P.N. 7283–003

N

NOTE:
ALL DISTANCES SHOWN ARE MEASURED IN GROUND.

300 150 0 300

SCALE: 1 INCH = 300 FT

DRAFT FOR INFORMATIONAL PURPOSES ONLY. LEGEND TO BE UPDATED, SIGNED, AND STAMPED PRIOR TO CLOSING.

SHEET 1 OF 1

TOWILL | Surveying, Mapping and GIS Services
2300 Clayton Road, Suite 1200
Concord, CA 94520-2176
(925) 682-6976 - www.towill.com

PREPARED FOR:
CITY & COUNTY OF SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS

SAN FRANCISCO PUBLIC UTILITIES COMMISSION

APPROVED:

CITY & COUNTY SURVEYOR *DATE*

SCALE	1" = 300'
DATE SURVEYED	09/2021
P.M.	A.M.
CALCULATED	T.V.
DRAWN	T.V.
CHECKED	J.G.M.

ISSUE DATE
05/23/22

MAP NUMBER
SUR 2022-016

EXHIBIT C

QUITCLAIM DEED

RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:

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

and

San Francisco Public Utilities Commission
Real Estate Services
525 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102
Attn: Real Estate Director

MAIL TAX STATEMENTS TO:

City of Daly City
Finance Dept., 2nd Fl
333 90th Street
Daly City, CA 94015

The undersigned hereby declares this instrument to be exempt from Recording Fees (CA Govt. Code §27383) and Documentary Transfer Tax (CA Rev. & Tax Code §11922 and S.F. Bus. & Tax Reg. Code §1105)

APN: 7284-001, 7284-003, 7282-005, 7282-006 (Space above this line reserved for Recorder's use only)

QUITCLAIM DEED
(Assessor's Parcel No. 7284-001, 7284-003, 7282-005, 7282-006)

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, the CITY AND COUNTY OF SAN FRANCISCO, a California municipal corporation ("City"), by and through its Public Utilities Commission, pursuant to Resolution No. _____, adopted by the Board of Supervisors on _____, 20___ and approved by the Mayor on _____, 20___, hereby RELEASES, REMISES AND QUITCLAIMS to the CITY OF DALY CITY, a California municipal corporation, all right, title, and interest City may have in and to the real property located in the County of San Francisco, State of California, described on the attached Exhibit 1 and made a part of this quitclaim deed, together with any and all improvements existing thereon and owned by City as of the date of this quitclaim deed, including but not limited to the Vista Grande Tunnel and all appurtenances thereto.

Executed as of this _____ day of _____, 20__.

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
SARAH R. OERTH
Director of Property

APPROVED AS TO FORM:

DAVID CHIU
City Attorney

By: _____
NANCY TAYLOR
Deputy City Attorney

DESCRIPTION CHECKED/APPROVED:

By: _____
R. Edward Peterson
Chief Surveyor

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

State of California)
) ss
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit 1

Description of the Property

All that certain real property located in the County of San Francisco, State of California, described as follows:

[see attached]

DRAFT FOR INFORMATIONAL PURPOSES ONLY. TO BE UPDATED, SIGNED, AND STAMPED PRIOR TO CLOSING.

May 25, 2022

EXHIBIT "A"
LEGAL DESCRIPTION
OF DRAINAGE EASEMENT TO BE VACATED QUITCLAIMED
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

ALL THAT CERTAIN REAL PROPERTY situate in the City and County of San Francisco, State of California, said real property being a strip of land, **16.00 feet in width,** over and under a portion of the Lands of the United States of America (U.S.A.), also known as Fort Funston, as described in that certain Deed from Spring Valley Water Company to The United States of America recorded August 7, 1917 in Book 1028 of Deeds at Page 119, Official Records of the City and County of San Francisco, and depicted as "U.S. Reservation 150.29 Acres (more or less) Acquired in 1917" on that certain Map entitled Fort Funston Military Reservation, California, prepared by U.S. Engineer Office, 1ST District, San Francisco, Cal., Feb. 3, 1928, in File 43, Div. 1, Sheet 42, (filed in Golden Gate NRA, Park Archives, Drawer 221, Folder 3), the **centerline of said strip of land** being described as follows;

Strip No. One)

COMMENCING at Monument (Number) 23 as depicted on the above-mentioned Map entitled Fort Funston Military Reservation, California, prepared by U.S. Engineer Office, 1ST District, San Francisco, Cal., said Monument (Number) 23 noted as a granite monument in that certain above-mentioned Deed from Spring Valley Water Company to The United States of America in Bk. 1028, Deeds at Pg. 119, O.R., (specifically in Book 1028 of Deeds on Pages 121 & 122);

Thence from said **Point of Commencement, South 08°31'45" East, a distance of 733.30 feet,** along that certain line as depicted on said Map entitled Fort Funston Military Reservation, California, between said Monument (Number) 23 and Monument (Number) 24, the bearing of said certain line on the Fort Funston Military Reservation Map depicted as South 8°31'45" East, to said Monument No. 24, said Monument (No. 24) also noted as a granite monument in Bk. 1028, Deeds at Pg. 119, O.R., (specifically in Book 1028 of Deeds on Pages 121 and 122), along said line to the center of a "Drainage Tunnel" as depicted on said Map entitled Fort Funston Military Reservation, California, said point at the centerline of above-mentioned strip of land, 16.0 feet in width, **said strip of land being the center of Drainage Tunnel** and being the **POINT OF BEGINNING** for this description;

Thence from said **POINT OF BEGINNING** for this particular description, through the said Lands of The United States of America (Bk. 1028, Deeds at Pg. 119, O.R.), along said center of Drainage Tunnel, **South 87°24'03" West, a distance of 928 feet, more or less,** to the "End of Tunnel" as depicted on said Map entitled Fort Funston Military Reservation, California, (South 87°22'37" West, 928 feet, more or less, to the shore of the Pacific Ocean," per Bk. 1028, Deeds at Pg. 119, O.R.), said "Shore of the Pacific Ocean" also being the "Mean High Tide Line," said

point at the "End of Tunnel," also being the westerly **Point of Terminus (P.O.T.)** for this description.

The northwesterly and southwesterly sidelines of the **above-described strip of land,** to terminate at the above-mentioned shore of the Pacific Ocean, being the Mean High Tide Line.

Strip No. One containing 14,853 square feet, more or less, to be vacated.

Strip No. Two)

TOGETHER WITH a strip of land, **16.00 feet in width,** over and under a portion of the Lands of United States of America, as described in that certain Deed (Spring Valley Company, LTD. Granted to the United States of America), recorded July 31,1942, filed in Book 3878 at Page 444, Official Records of the City and County of San Francisco **and** over and under portions of the Lands of The Olympic Club, as described in that certain Deed recorded June 13, 1923 and filed in Book 725 at Page 75, Official Records of the City and County of San Francisco, **also** the Lands of the Olympic Club as described in that certain Deed from Spring Valley Water Company to The Olympic Club, recorded February 11, 1930 in Book 1979 at Page 277, Official Records of the City and County of San Francisco, **and** the Lands of the Delaware Lakewood Apartments, L.L.C., as described in that certain Deed recorded July 17, 2003 and filed as Document Number 2003-H487793-00, Reel 1431, Image 0025, Official Records of the City and County of San Francisco, the **centerline of said strip of land** being described as follows;

BEGINNING for this particular description, at the above-mentioned point at the centerline of the strip of land, 16.0 feet in width, said strip of land being the center of Drainage Tunnel, said point being distant **South 08°31'45" East, a distance of 733.30 feet,** therefrom above-mentioned Monument (Number) 23;

Thence from said **POINT OF BEGINNING** for this description, traversing through the said Lands of the United States of America, the said Lands of The Olympic Club (Bk.725 O.R. Pg. 75), **also** the said Lands of the Olympic Club (Bk. 1979 O.R. Pg. 277), **and** the said Lands of the Delaware Lakewood Apartments, L.L.C., (Doc. No. 2003-H487793-00, Reel 1431 O.R. Image 0025) along a line depicted as "Existing Drainage Tunnel," as depicted on said Map entitled Fort Funston Military Reservation, California, **North 87°24'03" East, a distance of 2030.62 feet,** (North 87°34' East, 2000 feet, more or less per), to a point on the northeasterly line of the said Lands of The Olympic Club (Bk. 1979 O.R. Pg. 277), said northeasterly line being common with the general southwesterly line of Parcel 55, "Lake Merced Tract," as described in that certain Deed from Spring Valley Water Company to the City and County of San Francisco, recorded March 3, 1930 in Book 2002 at Page 1, Official Records of the City and County of San Francisco, said bearing and distance of 2000 feet, more or less, stated in an unrecorded Deed, entitled Spring Valley Water Company to City and County of San Francisco, Water System

Properties, Dated as of March 3, 1930, in Section entitled Easements and Rights of Way, excerpt of said Rights being on Page 110, (J.) Lake Merced Drainage Tunnel of said unrecorded Deed.

The sidelines of the **above-described strip of land, 16.00 feet wide, are lengthened or shortened** to terminate on the east and said Lands of The Olympic Club Lands of The Olympic Club, (Bk. 725 O.R., Pg. 75) common with the general southwesterly line of Parcel 55, "Lake Merced Tract,"

Strip No. Two containing 32,524 square feet, more or less, to be vacated.

The sidelines of the two above-described strips of land, 16.00 feet wide, are to be joined together as continuous lines, respectively.

END OF DESCRIPTION

Being portions of Block 7282-Parcel 006, Block 7282-Parcel 005, Block 7284-Parcel 001 and Block 7284, Parcel 003.

A plat to accompany legal description, Exhibit "B", is attached hereto and made a part thereof.

The dimensions stated in this description and accompanying Plat (Exhibit "B") are measured in ground distances.

This description was prepared by me or under my direction in September of 2021 pursuant to Sections 8725, 8726(c), and 8726(g) of the Professional Land Surveyors Act of the State of California (Business and Professions Code Sections 8700-8805).

_____ _____

JOHN T. MAY DATE
LICENSED LAND SURVEYOR No. 8570
(EXP. 03/31/2023)
STATE OF CALIFORNIA

EXHIBIT "B"

BASIS OF BEARINGS:

THE SOUTHEASTERLY LINE OF FORT FUNSTON MILITARY RESERVATION (150.29 ACRES) PER BK 1028 O.R. PG 119 WHICH BEARS SOUTH 8°31'45" EAST.

LEGEND

——— - ———	EXISTING CENTERLINE DRAINAGE EASEMENT TO BE VACATED
——— — ———	PROPERTY LINE
A.P.N.	ASSESSOR'S PARCEL NUMBER
C.C.S.F.	COUNTY & CITY OF SAN FRANCISCO
M.H.T.L.	MEAN HIGH TIDE LINE
O.R.	OFFICIAL RECORDS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.O.T.	POINT OF TERMINUS

P.O.C.

FORT FUNSTON MILITARY RESERVATION (150.29 ACRES) BK 1028 O.R. PG 119 *ORIGINAL BOUNDARY*

S08°31'45"E 733.30'

PACIFIC OCEAN

SKYLINE BOULEVARD

JOHN MUIR DRIVE (100' R/W)

CITY & COUNTY OF SAN FRANCISCO PARCEL 55 – LAKE MERCED TRACT BK 2002 O.R. PG 1 A.P.N. 7283–001 (1995) *ORIGINAL BOUNDARY*

DELAWARE LAKEWOOD APTS LLC DOC. NO. 2003–H487793–00 REEL 1431 IMAGE 0025 APN 7282–005

EXISTING CENTERLINE DRAINAGE EASEMENT PER 1028 O.R. 119 14,846 ± S.F. (*STRIP NO. 1 TO BE VACATED*)

P.O.B.

P.O.T. STRIP NO. 1

P.O.T. STRIP NO. 2

8' 8'

S87°24'03"W 928' ± TO M.H.T.L. (S87°22'37"W 928'±)(1028 O.R. 119)

N87°24'03"E 2030.62' (S87°34'W 2000'±)(DEED EXCERPT)

U.S.A. BK 3878 O.R. PG 444

BASIS OF BEARINGS: S08°31'45"E 1976.37' (TOTAL)

EXISTING 16' CENTERLINE DRAINAGE EASEMENT PER DEED EXCERPT OF SPRING VALLEY TO C.C.S.F. DATED 3/3/1930 32,490 ± S.F (*STRIP NO. 2 TO BE VACATED*)

THE OLYMPIC CLUB BK. 725 O.R. PG. 75 A.P.N. 7284–001

THE OLYMPIC CLUB BK. 1979 O.R. PG. 277 A.P.N. 7284–003

THE OLYMPIC CLUB DOC. NO. F400735 REEL F927 IMAGE 0065 A.P.N. 7283–003

N

NOTE:
ALL DISTANCES SHOWN ARE MEASURED IN GROUND.

300 150 0 300

SCALE: 1 INCH = 300 FT

DRAFT FOR INFORMATIONAL PURPOSES ONLY. LEGEND TO BE UPDATED, SIGNED, AND STAMPED PRIOR TO CLOSING.

SHEET 1 OF 1

TOWILL | Surveying, Mapping and GIS Services
2300 Clayton Road, Suite 1200
Concord, CA 94520-2176
(925) 682-6976 - www.towill.com

PREPARED FOR:
CITY & COUNTY OF SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS

SAN FRANCISCO PUBLIC UTILITIES COMMISSION

APPROVED:

CITY & COUNTY SURVEYOR *DATE*

SCALE	1" = 300'
DATE SURVEYED	09/2021
P.M.	A.M.
CALCULATED	T.V.
DRAWN	T.V.
CHECKED	J.G.M.

ISSUE DATE
05/23/22

MAP NUMBER
SUR 2022-016

EXHIBIT D-1

DESCRIPTION AND DEPICTION OF WETLAND AND STORMWATER FACILITIES EASEMENT

[see attached]

October 9, 2025

LEGAL DESCRIPTION
FOR
WETLAND AND STORMWATER FACILITIES EASEMENT
CITY AND COUNTY OF SAN FRANCISCO
STATE OF CALIFORNIA

ALL THAT CERTAIN REAL PROPERTY situate in the City and County of San Francisco, State of California, said real property being a strip of land, **of varying feet in width** over a Portion of Parcel 55, "Lake Merced Tract," as described in that certain Deed from Spring Valley Water Company to the City and County of San Francisco, recorded March 3, 1930 in Book 2002 at Page 1, Official Records of the City and County of San Francisco, **SAID REAL PROPERTY** being more particularly described as follows:

COMMENCING at a point on the County Limits Line, said point being an existing City Monument (with a brass tack set in a lead plug) in a hand hole, being Monument No. 405 as depicted on that certain County Line Record of Survey Map recorded June 26, 2020, in Map Book 11 at Pages 178-200, City and County of San Francisco and recorded May 28, 2020, in Book 49 L.L.S. Maps at Pages 26-48, Records of San Mateo County;

Thence from said **POINT OF COMMENCEMENT** along the said County Limits Line, **North 88° 57' 10" West, a distance of 37.63 feet** to a point on the southwesterly Right of Way Line of John Muir Drive as depicted on that certain Official Map, Showing the Opening of John Muir Drive Between Skyline Blvd. and Lake Merced Boulevard, said Map recorded September 18, 1968, in Map Book "V," Page 32, City and County of San Francisco, said point being the **POINT OF BEGINNING** for this description;

Thence from said **POINT OF BEGINNING,** continuing along said County Limits Line, **North 88° 57' 10" West, a distance of 9.48 feet** to a point on the northeasterly line of the Lands described in that certain Quitclaim Deed from the City and County of San Francisco to The Olympic Club, said Lands as described in "Exhibit "A," Property Description, Portion of Water Department Property, Parcel 55, being a Quitclaim Deed With Restrictions, Reservation of Easements and Profit Participation Agreement, (Portion of Assessor's Lot 1, Block 7283) recorded July 23,1993, filed as Document F400735, in Reel F927, Image 0065, Official Records of the City and County of San Francisco;

Thence leaving said County Limits Line, entering said City and County of San Francisco, northwesterly, northerly, and westerly along said northeasterly line of above-mentioned, Quitclaim Deed, Doc. F400735 O.R., description, Re. F927, Im. 0065, the following thirty-eight (38) courses:

1. **North 58° 00' 02" West, a distance of 121.23 feet** (North 59° 04' 51" West, per said Quitclaim Deed, Doc. F400735 O.R., description),
2. **North 84° 06' 18" West, a distance of 14.44 feet** (North 85° 11' 07" West, 14.44 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
3. **North 55° 29' 55" West, a distance of 126.21 feet** (North 56° 34' 44" West, 126.21, per said Quitclaim Deed, Doc. F400735 O.R., description),
4. **North 56° 56' 13" West, a distance of 97.81 feet** (North 58° 01' 02" West, 97.81 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),

5. **North 58° 42' 25" West, a distance of 84.38 feet** (North 59° 47' 14" West, 84.38 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
6. **North 50° 40' 25" West, a distance of 62.73 feet** (North 51° 45' 14" West, 62.73 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
7. **North 43° 05' 08" West, a distance of 57.66 feet** (North 44° 09' 57" West, 57.66 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
8. **North 34° 51' 39" West, a distance of 72.10 feet** (North 35° 56' 28" West, 72.10 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
9. **North 27° 53' 57" West, a distance of 50.51 feet** (North 28° 58' 46" West, 50.51 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
10. **North 25° 43' 12" West, a distance of 87.25 feet** (North 26° 48' 01" West, 87.25 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
11. **North 13° 25' 35" West, a distance of 41.12 feet** (North 14° 30' 25" West, 41.12 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
12. **North 10° 19' 22" West, a distance of 50.42 feet** (North 11° 24' 11 West, 50.42 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
13. **North 7° 11' 13" West, a distance of 70.14 feet** (North 8° 16' 02" West, 70.14 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
14. **North 2° 02' 58" West, a distance of 85.05 feet** (North 3° 07' 47" West, 85.05 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
15. **North 18° 31' 40" West, a distance of 103.04 feet** (North 19° 36' 29" West, 103.04 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
16. **North 17° 30' 26" West, a distance of 129.08 feet** (North 18° 35' 15" West, 129.08 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
17. **North 18° 15' 26" West, a distance of 89.50 feet** (North 19° 20' 15" West, 89.50 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
18. **North 16° 16' 01" West, a distance of 113.92** (North 17° 20' 50" West, 113.92 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
19. **North 14° 39' 59" West, a distance of 47.90 feet** (North 15° 44' 48" West, 47.90 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
20. **North 28° 20' 20" West, a distance of 51.45 feet** (North 29° 25' 09" West, 51.45 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
21. **North 37° 52' 13" West, a distance of 75.28 feet** (North 38° 57' 02" West, 75.28 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
22. **North 46° 49' 53" West, a distance of 36.71 feet** (North 47° 54' 42" West, 36.71 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
23. **North 55° 45' 46" West, a distance of 50.34 feet** (North 56° 50' 35" West, 50.34 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
24. **North 76° 11' 59" West, a distance of 96.91 feet** (North 77° 16' 48" West, 96.91 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
25. **North 81° 08' 40" West, a distance of 57.10 feet** (North 82° 13' 29" West, 57.10 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
26. **North 71° 07' 27" West, a distance of 53.47 feet** (North 72° 12' 16" West, 53.47 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),

27. **North 71° 49' 15" West, a distance of 85.09 feet** (North 72° 54' 04" West, 85.09 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
28. **North 33° 34' 42" West, a distance of 192.71 feet** (North 34° 39' 31" West, 192.71 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
29. **North 28° 30' 08" West, a distance of 79.48 feet** (North 29° 34' 57" West, 79.48 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
30. **North 26 31'54" West, a distance of 71.34 feet** (North 27° 36' 43" West, 71.34 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
31. **North 33° 17' 20" West, a distance of 72.88 feet** (North 34° 22' 09" West, 72.88 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
32. **North 33° 00' 57" West, a distance of 115.44 feet** (North 34° 05' 46" West, 115.44 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
33. **North 12° 23' 48" West, a distance of 27.10 feet** (North 13° 28' 37" West, 27.10 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
34. **North 29° 14' 09" West, a distance of 87.21 feet** (North 30° 18' 58" West, 87.21 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
35. **North 32° 38' 10" West, a distance of 303.52 feet** (North 33° 42' 59" West, 303.52 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
36. **North 40° 17' 20" West, a distance of 111.19 feet** (North 41° 22' 09" West, 111.19 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
37. **North 46° 37' 07" West, a distance of 347.03 feet** (North 47° 41' 56" West, 347.03 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
38. **North 47° 13' 46" West, a distance of 167.41 feet** (North 48° 18' 35" West, 167.41 feet, per said Quitclaim Deed, Doc. F400735 O.R., description) to the northeasterly-most corner of said Quitclaim Deed, Doc. F400735 O.R, said corner also being the northeasterly-most corner of Parcel 3 of Resolution No. 93-217, regarding Vista Grande Canal, said Resolution recorded August 31, 1993, and filed as Document No. 93147843, Official Records of the County of San Mateo;

Thence along the northerly line of said Quitclaim Deed, Doc. F400735 O.R, **South 42° 46' 14" West, a distance of 28.49 feet** (North 41° 41' 25" West, 28.49 feet, per said Quitclaim Deed, Doc. F400735 O.R., description), to an angle point in said northerly line, said angle point also being the northwesterly corner of said Parcel 3 (Resolution No. 93-217), said corner being common with an angle point along the northeasterly line of Parcel 2 of said Resolution No. 93-217, said Parcel 2 being an Ingress & Egress Easement, 15.00 feet in width,

Thence along said northerly line of said Quitclaim Deed (Doc. No. F400735), the following two courses:

1. **North 68° 01' 11" West, a distance of 46.73 feet,** (North 69° 06' 00" West, 46.73 feet per said Quitclaim Deed, Doc. No. F400735 O.R., description);
2. **North 88°52' 11" West, a distance of 136.20 feet,** (North 89° 57' 00" West, 136.21 feet per said Quitclaim Deed, Doc. No. F400735 O.R., description), to the northwesterly corner of said Quitclaim Deed (Doc. No. F400735), said corner being common with the general southwesterly line of the above-mentioned Parcel 55, "Lake Merced Tract," (Deed from Spring Valley Water Company to the City and County of San Francisco, recorded in Bk. 2002 O.R. Pg. 1), Official Records of the City and County of San Francisco, said point also being on the general

northeasterly line of the Lands of the Delaware Lakewood Apartments, L.L.C., as described in that certain Deed recorded July 17, 2003, and filed as Document No. 2003-H487793-00 on Reel 1431 Image 0025, Official Records of the City and County of San Francisco;

Thence along said general northeasterly line of the said Lands of the Delaware Lakewood Apartments, L.L.C. (Doc. No. 2003-H487793-00, Reel 1431 O.R. Image 0025), said line being common with the general southwesterly line of the above-mentioned Parcel 55, "Lake Merced Tract," (Bk. 2002 O.R. Pg. 1), **North 26° 13' 11" West, a distance of 20.77 feet** (North 27° 18' 00" West, per said Bk. 2002 O.R. Pg. 1);

Thence leaving last said common line, **North 88° 38' 07" East, a distance of 211.44,** to a point on the general southwesterly Right of Way Line of John Muir Drive as depicted on the above-mentioned Official Map, Showing the Opening of John Muir Drive, (Map Book "V," Page 32), said point also being the beginning of a non-tangent curve to the right, **said curve having a radius of 1150.00 feet, from said point the center of which the curve bears North 28° 16' 04" East;**

Thence southeasterly along the said general southwesterly Right of Way Line of John Muir Drive, through said non-tangent curve **having a central angle of 31°31'10," and an arc length of 632.64 feet;**

Thence continuing along said southwesterly John Muir Drive Right of Way Line, **South 30° 12' 46" East, a distance of 376.47 feet** (376.477 feet, per last said Map) **to the point of a tangent curve to the left, said curve having a radius of 550.00 feet;**

Thence southeasterly through said tangent curve **having a central angle of 19° 04' 00," and an arc length of 183.03 feet** (183.027 feet, per last said Map);

Thence **South 49° 16' 46" East, a distance of 622.90 feet** (622.900 feet, per last said Map), **to the point of a tangent curve to the right, said curve having a radius of 450.00 feet;**

Thence southerly through said tangent curve **having a central angle of 30° 30' 00," and an arc length of 239.55 feet** (239.546 feet, per last said Map);

Thence **South 18° 46' 46" East, a distance of 584.32 feet** to the point of beginning of three (3) consecutive curves to the left, the curve data having:

1. **a radius of 2050.00 feet, a central angle of 7° 19' 49," and an arc length of 262.27 feet,**
2. **a radius of 550.00 feet, a central angle of 23° 58' 12," and an arc length of 230.10 feet, and**
3. **a radius of 2050.00 feet, a central angle of 7° 19' 49," and an arc length of 262.27 feet;**

Thence continuing along said southwesterly Right of Way Line of John Muir Drive, **South 57° 24' 36" East, a distance of 73.14 feet to the point of a tangent curve to the right, said curve having a radius of 223.12 feet;**

Thence southeasterly through said tangent curve **having a central angle of 14° 40' 49," and an arc length of 57.17 feet** to the **POINT OF BEGINNING for this description.**

Containing 157,448 square feet, more or less.

END OF DESCRIPTION

The Common County Limits Line between the City and County of San Francisco and the County of San Mateo as depicted on that certain County Line Record of Survey Map recorded June 26, 2020, in Map Book 11 at Pages 178-200, City and County of San Francisco and recorded May 28, 2020, in Book 49 L.L.S. Maps at Pages 26-48, Records of San Mateo County between Monument No. 2300 (position of Original 1898, "Granite Monument"), also being Section Corner 34/35, as restored per said County Line Record of Survey Map and Monument No. 4101 (Original 1898- 8"x 8" Granite Monument with Copper Nail in a Lead Plug on the edge of The Olympic Club golf fairway), with the measured bearing of **North 88° 55' 16" West,** is being taken for the purpose of making this description.

Being a portion of Block 7283, Parcel 001 (1995), Currently: Block 7283, Parcel 004.

A plat to accompany legal description, Exhibit "B", is attached hereto and made a part hereof.

The dimensions stated in this description and accompanying Plat (Exhibit "B") are measured in ground distances.

This description was prepared by me or under my direction in October of 2025 pursuant to Sections 8725, 8726(3), and 8726(7) of the Professional Land Surveyors Act of the State of California (Business and Professions Code Sections 8700-8805).

JOHN T. MAY
LICENSED LAND SURVEYOR No. 8570
(EXP. 03/31/2027)
STATE OF CALIFORNIA

October 9, 2025
DATE:

J:\CONJobs2\16926- City of Daly City - Vista Grande Pipeline\Office\Legals\JgMay Legal Descriptions\Legal Description-Wetland & Stormwater Facilities.docx

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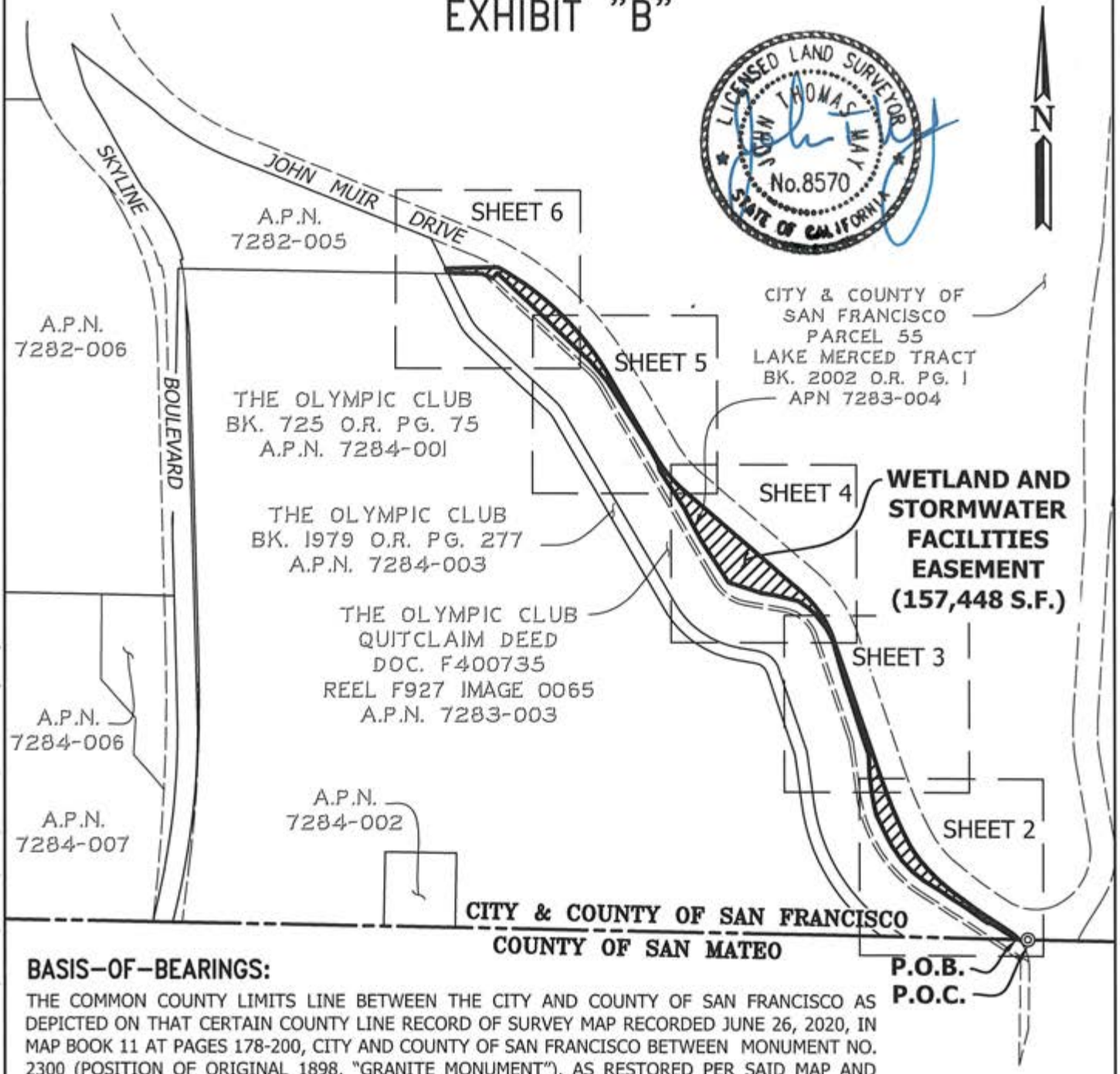
EXHIBIT "B"



BASIS-OF-BEARINGS:

THE COMMON COUNTY LIMITS LINE BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AS DEPICTED ON THAT CERTAIN COUNTY LINE RECORD OF SURVEY MAP RECORDED JUNE 26, 2020, IN MAP BOOK 11 AT PAGES 178-200, CITY AND COUNTY OF SAN FRANCISCO BETWEEN MONUMENT NO. 2300 (POSITION OF ORIGINAL 1898, "GRANITE MONUMENT"), AS RESTORED PER SAID MAP AND MONUMENT NO. 4101 (ORIGINAL 1898- 8"X 8" GRANITE MONUMENT WITH COPPER NAIL IN A LEAD PLUG), WITH THE MEASURED BEARING OF NORTH 88° 55' 16" WEST.

LEGEND:

	WETLAND AND STORMWATER FACILITIES EASEMENT
	CITY MONUMENT WITH BRASS TACK
	EXISTING EASEMENT
	PROPERTY LINE
	COUNTY LIMIT LINE
A.P.N.	ASSESSOR'S PARCEL NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

600 300 0 600

SCALE: 1 INCH = 600 FT

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EXHIBIT "B"

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C4	7°19'49"	2050.00'	262.27'
C5	23°58'12"	550.00'	230.10'
C6	7°19'49"	2050.00'	262.27'
C7	14°40'49"	223.12'	57.17'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N88°57'10"W	37.63'
L2	N88°57'10"W	9.48'
L3	N58°00'02"W	121.23'
L4	N84°06'18"W	14.44'
L5	N55°29'55"W	126.21'
L6	N56°56'13"W	97.81'
L7	N58°42'25"W	84.38'
L8	N50°40'25"W	62.73'
L9	N43°05'08"W	57.66'
L10	N34°51'39"W	72.10'
L11	N27°53'57"W	50.51'
L12	N25°43'12"W	87.25'
L13	N13°25'35"W	41.12'
L14	N10°19'22"W	50.42'
L15	N07°11'13"W	70.14'
L49	S57°24'36"E	73.14'

SEE SHEET 3

JOHN MUIR DRIVE (100' R/W)

WETLAND AND STORMWATER FACILITIES EASEMENT (157,448 S.F.)

THE OLYMPIC CLUB
BK. 1979 O.R. PG. 277
A.P.N. 7284-003

THE OLYMPIC CLUB
QUITCLAIM DEED
DOC. F400735
REEL F927 IMAGE 0065
A.P.N. 7283-003

CITY & COUNTY OF SAN FRANCISCO
COUNTY OF SAN MATEO

P.O.C.
P.O.B.

NOTE:
SEE SHEET 1 FOR BASIS-OF-BEARINGS STATEMENT

RECORD REFERENCES:

[1] 15' INGRESS & EGRESS EASEMENT (DOC. 93147843)
[2] CANAL EASEMENT (DOC. 93147843)

THE DIMENSIONS STATED ON PLAT (EXHIBIT "B") ARE MEASURED IN GROUND DISTANCES.

100 50 0 100

SCALE: 1 INCH = 100 FT

N

LEGEND:

▨	WETLAND AND STORMWATER FACILITIES EASEMENT
◎	CITY MONUMENT WITH BRASS TACK
- - - - - - - -	EXISTING EASEMENT
———	PROPERTY LINE
——— - - - ———	COUNTY LIMIT LINE
A.P.N.	ASSESSOR'S PARCEL NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

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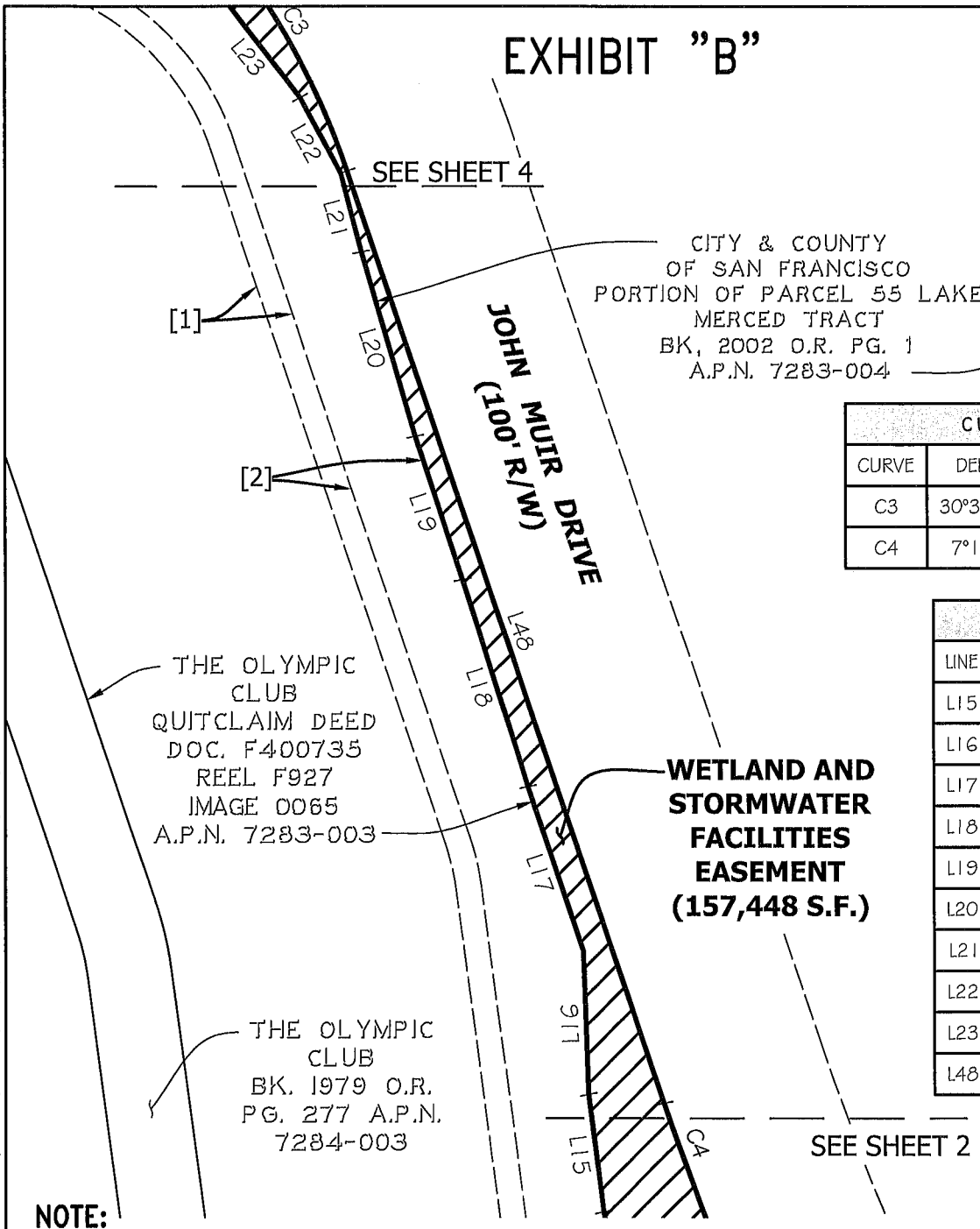
EXHIBIT "B"



CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C3	30°30'00"	450.00'	239.55'
C4	7°19'49"	2050.00'	262.27'

LINE TABLE		
LINE	BEARING	DISTANCE
L15	N07°11'13"W	70.14'
L16	N02°02'58"W	85.05'
L17	N18°31'40"W	103.04'
L18	N17°30'26"W	129.08'
L19	N18°15'26"W	89.50'
L20	N16°16'01"W	113.92'
L21	N14°39'59"W	47.90'
L22	N28°20'20"W	51.45'
L23	N37°52'13"W	75.28'
L48	S18°46'46"E	584.32'

NOTE:
SEE SHEET 1 FOR BASIS-OF-BEARINGS STATEMENT

RECORD REFERENCES:

[1] 15' INGRESS & EGRESS EASEMENT (DOC. 93147843)
[2] CANAL EASEMENT (DOC. 93147843)

THE DIMENSIONS STATED ON PLAT (EXHIBIT "B") ARE MEASURED IN GROUND DISTANCES.

100 50 0 100

SCALE: 1 INCH = 100 FT

N

LEGEND:

WETLAND AND STORMWATER FACILITIES EASEMENT
EXISTING EASEMENT
PROPERTY LINE
A.P.N. ASSESSOR'S PARCEL NUMBER

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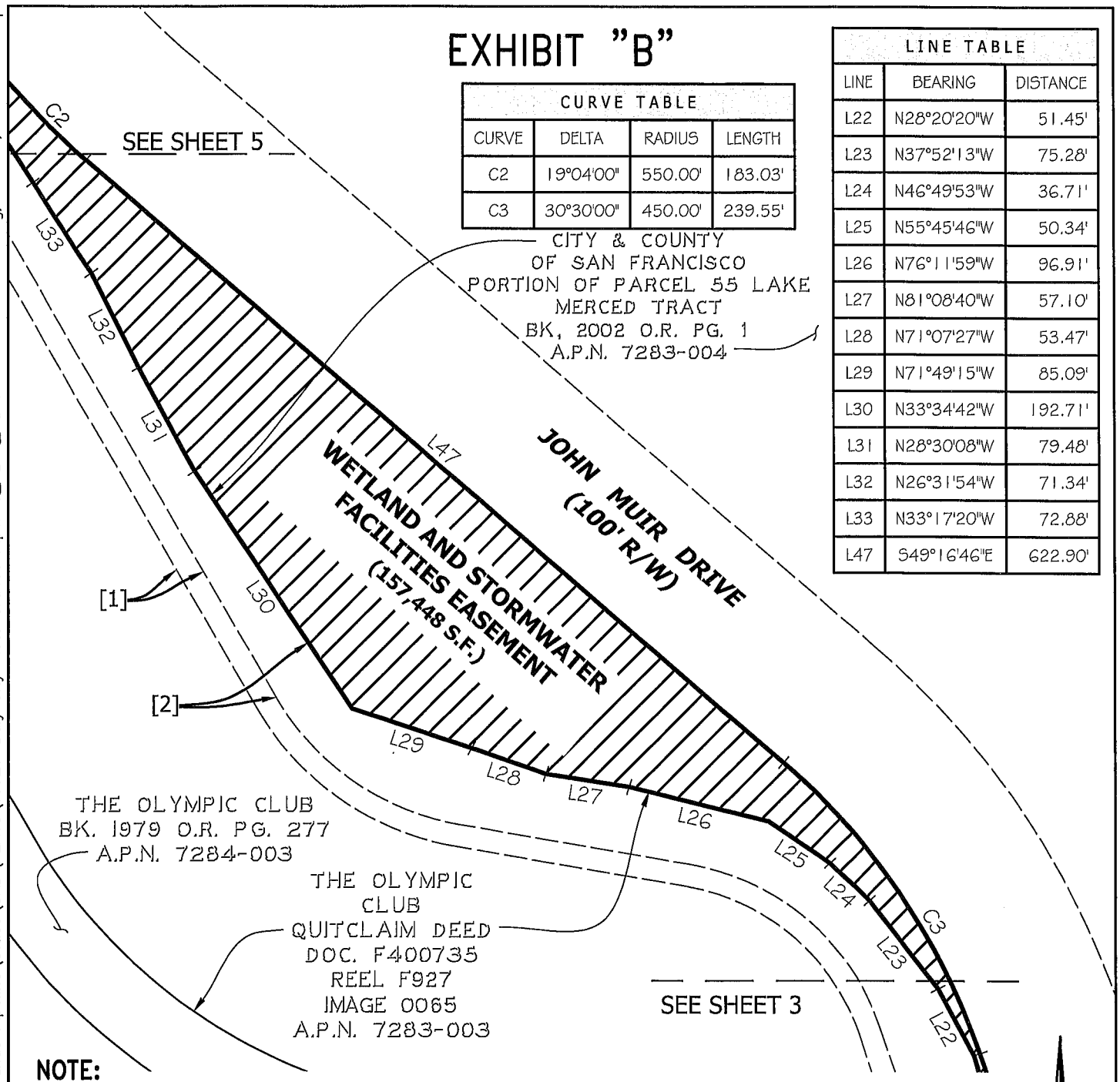
EXHIBIT "B"

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C2	19°04'00"	550.00'	183.03'
C3	30°30'00"	450.00'	239.55'

LINE TABLE		
LINE	BEARING	DISTANCE
L22	N28°20'20"W	51.45'
L23	N37°52'13"W	75.28'
L24	N46°49'53"W	36.71'
L25	N55°45'46"W	50.34'
L26	N76°11'59"W	96.91'
L27	N81°08'40"W	57.10'
L28	N71°07'27"W	53.47'
L29	N71°49'15"W	85.09'
L30	N33°34'42"W	192.71'
L31	N28°30'08"W	79.48'
L32	N26°31'54"W	71.34'
L33	N33°17'20"W	72.88'
L47	S49°16'46"E	622.90'



NOTE:
SEE SHEET 1 FOR BASIS-OF-BEARINGS STATEMENT

RECORD REFERENCES:

[1] 15' INGRESS & EGRESS EASEMENT (DOC. 93147843)
[2] CANAL EASEMENT (DOC. 93147843)

THE DIMENSIONS STATED ON PLAT (EXHIBIT "B") ARE MEASURED IN GROUND DISTANCES.

100 50 0 100

SCALE: 1 INCH = 100 FT

N

LEGEND:

WETLAND AND STORMWATER FACILITIES EASEMENT
EXISTING EASEMENT
PROPERTY LINE
A.P.N. ASSESSOR'S PARCEL NUMBER

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EXHIBIT "B"

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	31°31'10"	1150.00'	632.64'
C2	19°04'00"	550.00'	183.03'

LINE TABLE		
LINE	BEARING	DISTANCE
L34	N33°00'57"W	115.44'
L35	N12°23'48"W	27.10'
L36	N29°14'09"W	87.21'
L37	N32°38'10"W	303.52'
L38	N40°17'20"W	111.19'
L39	N46°37'07"W	347.03'
L46	S30°12'46"E	376.47'

SEE SHEET 6

WETLAND AND STORMWATER FACILITIES EASEMENT (157,448 S.F.)

[1]

[2]

CITY & COUNTY OF SAN FRANCISCO PORTION OF PARCEL 55 LAKE MERCED TRACT BK, 2002 O.R. PG. 1 A.P.N. 7283-004

THE OLYMPIC CLUB BK. 1979 O.R. PG. 277 A.P.N. 7284-003

JOHN MUIR DRIVE (100' R/W)

THE OLYMPIC CLUB QUITCLAIM DEED DOC. F400735 REEL F927 IMAGE 0065 A.P.N. 7283-003

THE OLYMPIC CLUB BK. 725 O.R. PG. 75 A.P.N. 7284-001

SEE SHEET 4

NOTE:
SEE SHEET 1 FOR BASIS-OF-BEARINGS STATEMENT

RECORD REFERENCES:

[1] 15' INGRESS & EGRESS EASEMENT (DOC. 93147843)
[2] CANAL EASEMENT (DOC. 93147843)

THE DIMENSIONS STATED ON PLAT (EXHIBIT "B") ARE MEASURED IN GROUND DISTANCES.

100 50 0 100

SCALE: 1 INCH = 100 FT

N

LEGEND:

WETLAND AND STORMWATER FACILITIES EASEMENT
EXISTING EASEMENT
PROPERTY LINE
A.P.N. ASSESSOR'S PARCEL NUMBER

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EXHIBIT "B"

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	31°31'10"	1150.00'	632.64'

LINE TABLE		
LINE	BEARING	DISTANCE
L39	N46°37'07"W	347.03'
L40	N47°13'46"W	167.41'
L41	S42°46'14"W	28.49'
L42	N68°01'11"W	46.73'
L43	N88°52'11"W	136.20'
L44	N26°13'11"W	20.77'
L45	N88°38'07"E	211.44'

JOHN MUIR DRIVE (100' R/W)

CITY & COUNTY OF SAN FRANCISCO PORTION OF PARCEL 55 LAKE MERCED TRACT BK, 2002 O.R. PG. 1 A.P.N. 7283-004

DELAWARE LAKEWOOD APTS LLC DOC. 2003-H487793-00 REEL 1431 IMAGE 0025 APN 7282-005

N28°16'04"E(R)

L45

L44

L43

L42

L41

L40

SEE DETAIL

WETLAND AND STORMWATER FACILITIES EASEMENT (157,448 S.F.)

THE OLYMPIC CLUB BK. 1979 O.R. PG. 277 A.P.N. 7284-003

THE OLYMPIC CLUB BK. 725 O.R. PG. 75 A.P.N. 7284-001

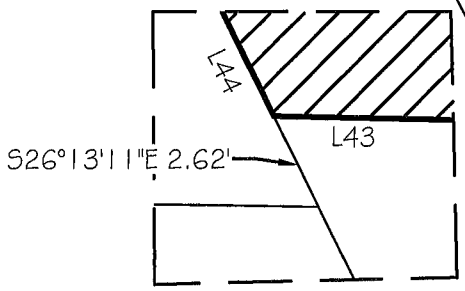
[1]

[2]

THE OLYMPIC CLUB QUITCLAIM DEED DOC. F400735 REEL F927 IMAGE 0065 A.P.N. 7283-003

C1

L39



DETAIL
NO SCALE

SEE SHEET 5

NOTE:
SEE SHEET 1 FOR BASIS-OF-BEARINGS STATEMENT

RECORD REFERENCES:

[1] 15' INGRESS & EGRESS EASEMENT (DOC. 93147843)
[2] CANAL EASEMENT (DOC. 93147843)

THE DIMENSIONS STATED ON PLAT (EXHIBIT "B") ARE MEASURED IN GROUND DISTANCES.

100 50 0 100

SCALE: 1 INCH = 100 FT

N

LEGEND:

WETLAND AND STORMWATER FACILITIES EASEMENT
EXISTING EASEMENT
PROPERTY LINE
A.P.N. ASSESSOR'S PARCEL NUMBER

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EXHIBIT D-2

DESCRIPTION AND DEPICTION OF BOX CULVERT AND STORM WATER OUTLET EASEMENT

[see attached]

October 9, 2023

LEGAL DESCRIPTION
FOR
EASEMENT TO INSTALL AND MAINTAIN NEW BOX CULVERTS AND A STORM WATER OUTLET OVER AND UNDER A PORTION OF THE LANDS WITH TITLE OR INTEREST IN THE CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

ALL THAT CERTAIN REAL PROPERTY situate in the City and County of San Francisco, State of California, said real property being a strip of land, **60.00 feet in width** over and under a Portion of Parcel 55, "Lake Merced Tract," as described in that certain Deed from Spring Valley Water Company to the City and County of San Francisco, recorded March 3, 1930 in Book 2002 at Page 1, Official Records of the City and County of San Francisco, **the centerline of said real property** being described as follows:

COMMENCING at a point on the general northeasterly Right of Way Line of said John Muir Drive as depicted on the Official Map, showing the opening of John Muir Drive between Skyline Boulevard and Lake Merced Boulevard, said Map recorded September 18, 1968, in Book "V", Page 32, City and County of San Francisco, said point being at the northerly-most Point of Curvature of three (3) consecutive compound curves, said compound curves, concave easterly and curving southerly;

Thence from said **POINT OF COMMENCEMENT** along the said general northeasterly Right of Way Line of John Muir Drive, **North 18° 46' 46" West, a distance of 196.88 feet** to the **POINT OF BEGINNING** for this description;

Thence from said **POINT OF BEGINNING,** leaving said general northeasterly Right of Way Line, entering and traversing through the above-mentioned Portion of Parcel 55, "Lake Merced Tract," (Bk. 2002 O.R. Pg. 1), **North 71° 39' 00" East, a distance of 106.73 feet**, to a point within Lake Merced;

Said point within Lake Merced, being the **POINT OF TERMINATION** for this description.

Containing 6,404 square feet, more or less.

The northwesterly and southeasterly sidelines of the **above-described strip of land, 60.00 feet in width, are lengthened or shortened** to terminate on the southwest by the general northeasterly Right of Way Line of said John Muir Drive as depicted on said Official Map (Map Book "V," Page 32) and terminate on the northeast perpendicular to the Point of Termination within Lake Merced.

END OF DESCRIPTION

The Common County Limits Line between the City and County of San Francisco and the County of San Mateo as depicted on that certain Record of Survey Map recorded June 26, 2020, in Map Book 11 at Pages 178 to 200, City and County of San Francisco and recorded May 28, 2020, in Book 49 L.L.S. Maps at Pages 26-48, Records of San Mateo County between Monument No. 4101 (Original 1898- 8"x 8" Granite Monument with Copper Nail in a Lead Plug on the edge of The Olympic Club golf fairway) and the 2" Brass Disc in the Top of Curb at Lake Merced Blvd., No. 9827, with the measured bearing of **North 88° 57' 23" West,** is being taken for the purpose of making this description.

Being a portion of Block 7283, Parcel 001 (1995), Currently: Block 7283, Parcel 004.

A plat to accompany legal description, Exhibit "B", is attached hereto and made a part thereof.

The dimensions stated in this description and accompanying Plat (Exhibit "B") are measured in ground distances.

This description was prepared by me or under my direction in November of 2021 pursuant to Sections 8725, 8726(c), and 8726(g) of the Professional Land Surveyors Act of the State of California (Business and Professions Code Sections 8700-8805).

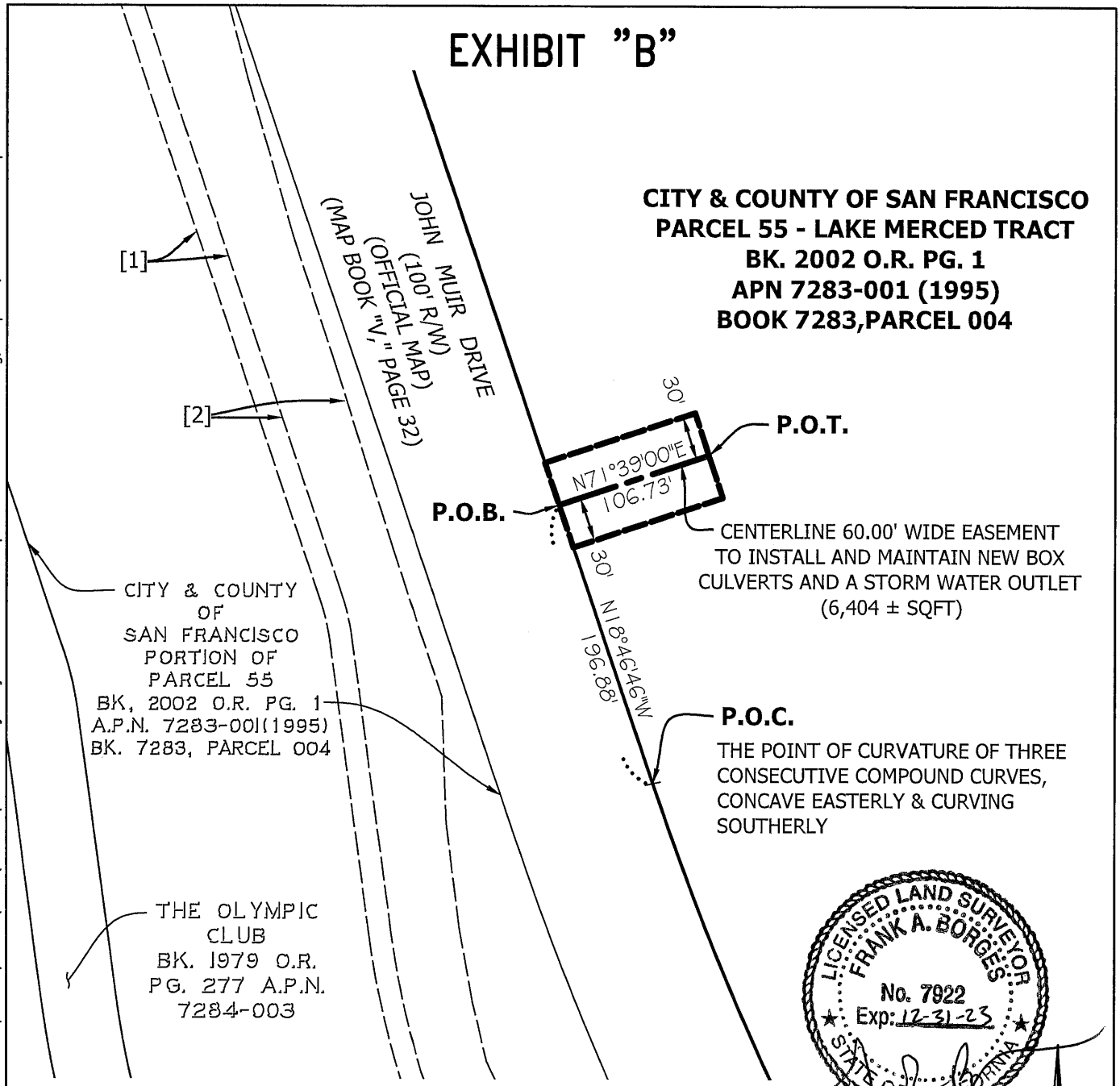
FRANK BORGES
LICENSED LAND SURVEYOR NO. 7922
(EXP. 12/31/2023)
STATE OF CALIFORNIA

OCTOBER 9, 2023
DATE:

J:\CONJobs2\16926- City of Daly City - Vista Grande Pipeline\Office\Legals\JgMay Legal Descriptions\Box Culverts_ Storm Water Outlet 2 Lake Merced\Legal Description- Outlet into Lower Lake Merced.docx

EXHIBIT "B"

CITY & COUNTY OF SAN FRANCISCO
PARCEL 55 - LAKE MERCED TRACT
BK. 2002 O.R. PG. 1
APN 7283-001 (1995)
BOOK 7283,PARCEL 004



LICENSED LAND SURVEYOR
FRANK A. BORGES
No. 7922
Exp: 12-31-23
STATE OF CALIFORNIA

RECORD REFERENCES:

[1] 15' INGRESS & EGRESS EASEMENT (DOC. 93147843)
[2] CANAL EASEMENT (DOC. 93147843)

LEGEND:

	CENTERLINE OF 60' WIDE EASEMENT
	PROPOSED EASEMENT
	EXISTING EASEMENT
	PROPERTY LINE
A.P.N.	ASSESSOR'S PARCEL NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.O.T.	POINT OF TERMINUS
SQFT	SQUARE FEET

THE DIMENSIONS STATED ON PLAT (EXHIBIT "B") ARE MEASURED IN GROUND DISTANCES.

N

100 50 0 100

SCALE: 1 INCH = 100 FT

SHEET 1 OF 1

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EXHIBIT D-3

DESCRIPTION AND DEPICTION OF WETLAND FORCE MAIN EASEMENT

[see attached]

LEGAL DESCRIPTION
FORCE MAIN EASEMENT
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

ALL THAT CERTAIN REAL PROPERTY situate in the City and County of San Francisco, State of California, said real property being over and under a Portion of Parcel 55, "Lake Merced Tract," as described in that certain Deed from Spring Valley Water Company to the City and County of San Francisco, recorded March 3, 1930 in Book 2002 at Page 1, Official Records of the City and County of San Francisco, being more particularly described as follows:

BEGINNING at a point on the general northeasterly Right of Way Line of John Muir Drive as depicted on the Official Map, Showing the Opening of John Muir Drive between Skyline Boulevard and Lake Merced Boulevard, said Map recorded September 18, 1968, in Book "V", Page 32, City and County of San Francisco, said point being the southeasterly terminus of the course "622.900 feet " as shown on said Map;

Thence from said **POINT OF BEGINNING** along the said general northeasterly Right of Way Line of John Muir Drive being the course of "622.900 feet", **North 49°16'46" West, a distance of 69.85 feet**; Thence leaving said general northeasterly Right of Way Line, and traversing through the above-mentioned Portion of Parcel 55, "Lake Merced Tract," (Bk. 2002 O.R. Pg. 1), the following eight (8) courses:

1. **North 42° 22' 34" East, a distance of 65.31 feet**;
2. **North 05°28'28" West, a distance of 6.79 feet;**
3. **North 84°31'32" East, a distance of 22.43 feet;**
4. **South 05°28'28" East, a distance of 10.00 feet;**
5. **South 84°31'32" West, a distance of 11.07 feet;**
6. **South 42°22'34" West, a distance of 66.28 feet;**
7. **South 49°16'46" East, a distance of 150.20 feet;**
8. **South 18°29'41" East, a distance of 36.46 feet to** a point of cusp with a curve concave southwesterly, said point being on the general northeasterly Right of Way Line of John Muir Drive, to which point a radial line bears North 53°31'04" East;

Thence along said **curve to the left with a radius of 550.00 feet, through a central angle of 12°47'50", an arc distance of 122.84 feet** to the **POINT OF BEGINNING** for this description.

END OF DESCRIPTION

The Common County Limits Line between the City and County of San Francisco and the County of San Mateo as depicted on that certain Record of Survey Map recorded June 26, 2020, in Map Book 11 at Pages 178 to 200, City and County of San Francisco and recorded May 28, 2020, in

Book 49 L.L.S. Maps at Pages 26-48, Records of San Mateo County between Monument No. 4101 (Original 1898- 8"x 8" Granite Monument with Copper Nail in a Lead Plug on the edge of The Olympic Club golf fairway) and the 2" Brass Disc in the Top of Curb at Lake Merced Blvd., No. 9827, with the measured bearing of **North 88° 57' 23" West,** is being taken for the purpose of making this description.

Containing 2,057 square feet, more or less.

Being a portion of Block 7283, Parcel 001 (1995), Currently: Block 7283, Parcel 004.

A plat to accompany legal description, Exhibit "B," is attached hereto and made a part thereof.

The dimensions stated in this description and accompanying Plat (Exhibit "B") are measured in ground distances.

This description was prepared by me or under my direction in January of 2025 pursuant to Sections 8725, 8726(3), and 8726(7) of the Professional Land Surveyors Act of the State of California (Business and Professions Code Sections 8700-8805).

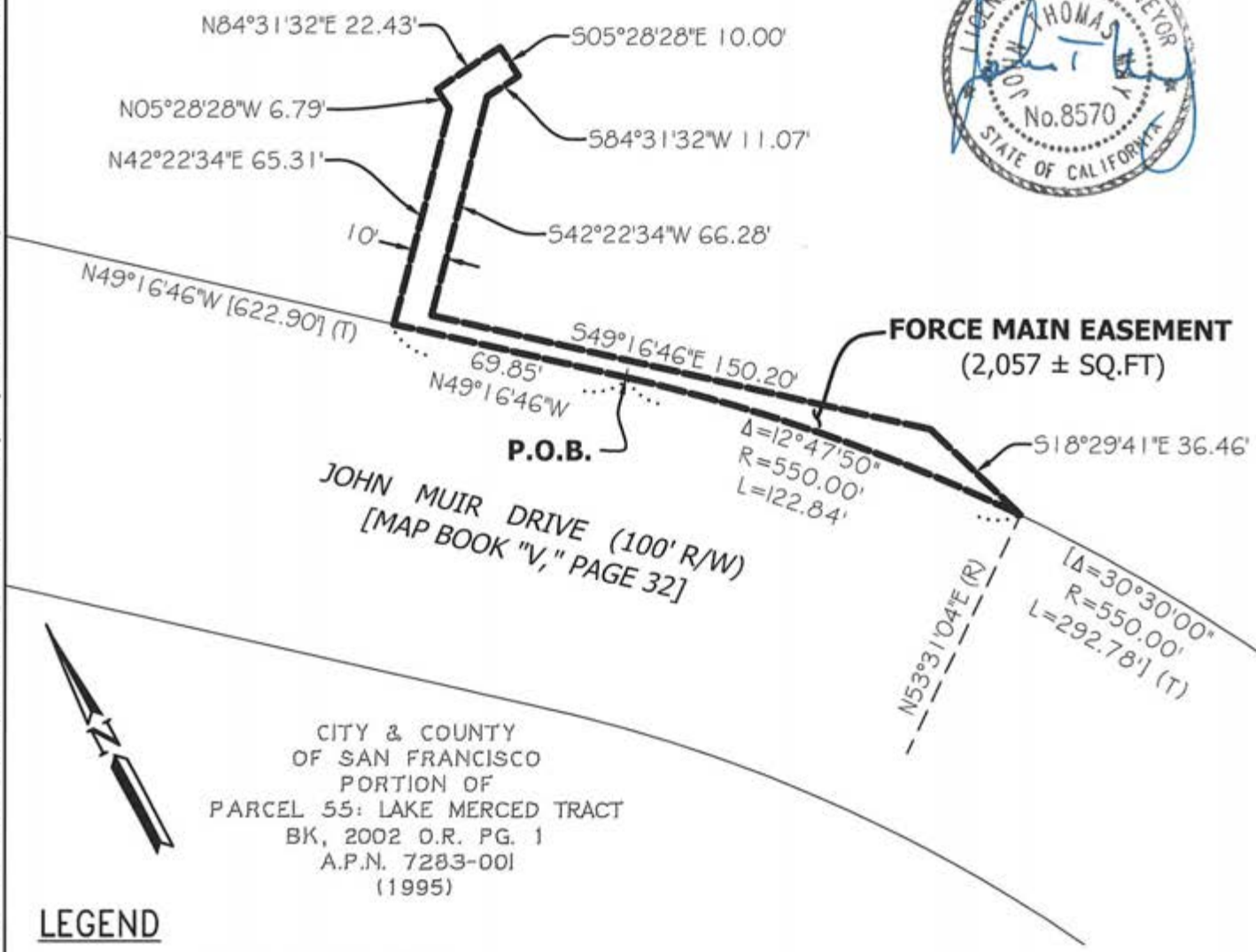
JOHN T. MAY
LICENSED LAND SURVEYOR No. 8570
(EXP. 03/31/2025)
STATE OF CALIFORNIA

DATE: January 28th, 2025

J:\CONJobs2\16926- City of Daly City - Vista Grande Pipeline\Office\Legals\JgMay Legal Descriptions\Force Main Easement_Legal.docx

EXHIBIT "B"

CITY & COUNTY OF SAN FRANCISCO
PARCEL 55: LAKE MERCED TRACT
BK. 2002 O.R. PG. 1
APN 7283-001 (1995)
BOOK 7283,PARCEL 004



CITY & COUNTY
OF SAN FRANCISCO
PORTION OF
PARCEL 55: LAKE MERCED TRACT
BK, 2002 O.R. PG. 1
A.P.N. 7283-001
(1995)

LEGEND

▬▬▬	FORCE MAIN EASEMENT
———	RIGHT-OF-WAY LINE
A.P.N.	ASSESSOR'S PARCEL NUMBER
P.O.B.	POINT OF BEGINNING
[ ]	RECORD PER MAP BOOK "V" PAGE 32
(R)	RADIAL BEARING
(T)	TOTAL

50 25 0 50

SCALE: 1 INCH = 50 FT

SHEET 1 OF 1

THE DIMENSIONS STATED ON PLAT (EXHIBIT "B")
ARE MEASURED IN GROUND DISTANCES.

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EXHIBIT D-4

DESCRIPTION AND DEPICTION OF ARMORED SPILLWAY EASEMENT

[see attached]

October 9, 2025

LEGAL DESCRIPTION
FOR
EASEMENTS TO INSTALL AND MAINTAIN
THREE ARMORED SPILLWAYS
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

ALL THOSE CERTAIN REAL PROPERTIES situate in the City and County of San Francisco, State of California, said real properties being three (3) separate parcels of land, **varying in width** over a Portion of Parcel 55, "Lake Merced Tract," as described in that certain Deed from Spring Valley Water Company to the City and County of San Francisco, recorded March 3, 1930 in Book 2002 at Page 1, Official Records of the City and County of San Francisco, **said real properties** being described as follows:

ARMORED SPILLWAY— PARCEL ONE

COMMENCING at a point on the general northeasterly Right of Way Line of said John Muir Drive, said Drive, 100.00 feet in width, as depicted on the Official Map, Showing the Opening of John Muir Drive, (Filed in Map Book "V," Page 32, recorded September 18, 1968, City and County of San Francisco), said **Point** being at the northerly-most Point of Curvature of a curve, concave easterly and curving southerly, said curve having a radius of 1950.00 feet, an interior angle of 7°19'49" and an arc length of 249.48 feet (249.478 feet as depicted on said Official Map);

Thence from said **Point of Commencement** along the said general northeasterly Right of Way Line of John Muir Drive, **North 18° 46' 46" West, a distance of 18.87 feet** to the **Point of Beginning** for this description;

Thence from said **Point of Beginning,** continuing along said general northeasterly Right of Way Line, **North 18° 46' 46" West, a distance of 53.19 feet;**

Thence leaving said general northeasterly Right of Way Line of John Muir Drive, entering and traversing through above-mentioned Parcel 55, "Lake Merced Tract," (described in said Deed from Spring Valley Water Company to the City and County of San Francisco, recorded March 3, 1930 in Book 2002 at Page 1, Official Records of the City and County of San Francisco), the following five (5) courses;

1. **North 75°36'47" East, a distance of 3.24 feet;**
2. **South 46°23'59" East, a distance of 11.43 feet;**
3. **South 19°53'32" East, a distance of 32.73 feet;**
4. **South 15°40'23" West, a distance of 11.73 feet;**
5. **South 62°00'32" West, a distance of 2.57 feet** to the **POINT OF BEGINNING.**

END OF DESCRIPTION—Parcel One

Containing 407 square feet, more or less.

Being a portion of Block 7283, Parcel 001 (1995), Currently: Block 7283, Parcel 004.

A plat to accompany legal description, Exhibit "B", is attached hereto and made a part thereof.

The dimensions stated in this description and accompanying Plat (Exhibit "B"—ARMORED SPILLWAY— PARCEL ONE) are measured in ground distances.

ARMORED SPILLWAY— PARCEL TWO

COMMENCING at a point on the general northeasterly Right of Way Line of said John Muir Drive, said Drive, 100.00 feet in width, as depicted on the Official Map, Showing the Opening of John Muir Drive, (Filed in Map Book "V," Page 32, recorded September 18,1968, City and County of San Francisco), said **Point** being at the northerly-most Point of Curvature of a tangent curve, concave westerly and curving southerly, said curve having a radius of 550.00 feet, an interior angle of 30°30'00" and an arc length of 292.78 (292.779 feet as depicted on said Official Map);

Thence from said **Point of Commencement** along the said general northeasterly Right of Way Line of John Muir Drive, **North 49° 16' 46" West, a distance of 205.74 feet** to the **Point of Beginning** for this description;

Thence from said **Point of Beginning,** continuing along said general northeasterly Right of Way Line, **North 49° 16' 46" West, a distance of 78.08 feet;**

Thence leaving said general northeasterly Right of Way Line of John Muir Drive, entering and traversing through above-mentioned Parcel 55, "Lake Merced Tract," (described in said Deed from Spring Valley Water Company to the City and County of San Francisco, recorded March 3, 1930 in Book 2002 at Page 1, Official Records of the City and County of San Francisco), the following six (6) courses;

1. **North 45°11'54" East, a distance of 24.87 feet;**
2. **North 64°12'41" East, a distance of 15.62 feet;**
3. **South 53°22'17" East, a distance of 55.26 feet;**
4. **South 10°19'19" West, a distance of 13.16 feet;**
5. **South 17°28'31" West, a distance of 20.71 feet;**
6. **South 40°54'33" West, a distance of 12.69 feet** to the **POINT OF BEGINNING.**

END OF DESCRIPTION—Parcel Two

Containing 2,918 square feet, more or less.

Being a portion of Block 7283, Parcel 001 (1995), Currently: Block 7283, Parcel 004.

A plat to accompany legal description, Exhibit "B", is attached hereto and made a part thereof.

The dimensions stated in this description and accompanying Plat (Exhibit "B"—ARMORED SPILLWAY— PARCEL TWO) are measured in ground distances.

ARMORED SPILLWAY— PARCEL THREE

COMMENCING at a point on the general northeasterly Right of Way Line of said John Muir Drive, said Drive, 100.00 feet in width, as depicted on the Official Map, Showing the Opening of John Muir Drive, (Filed in Map Book "V," Page 32, recorded September 18,1968, City and County of San Francisco), said Point being at the northerly-most Point of Curvature of a tangent curve, concave easterly and curving southerly, said curve having a radius of 450.00 feet, an interior angle of 19°04'00" and an arc length of 149.75 (149.749 feet as depicted on said Official Map);

Thence from said **Point of Commencement** along the said general northeasterly Right of Way Line of John Muir Drive, **North 30° 12' 46" West, a distance of 37.93 feet** to the **Point of Beginning** for this description;

Thence from said **Point of Beginning,** continuing along said general northeasterly Right of Way Line, **North 30° 12' 46" West, a distance of 109.43 feet;**

Thence leaving said general northeasterly Right of Way Line of John Muir Drive, entering and traversing through above-mentioned Parcel 55, "Lake Merced Tract," (described in said Deed from Spring Valley Water Company to the City and County of San Francisco, recorded March 3, 1930 in Book 2002 at Page 1, Official Records of the City and County of San Francisco), the following six (6) courses;

1. **North 54°38'01" East, a distance of 7.51 feet;**
2. **South 86°04'42" East, a distance of 31.63 feet;**
3. **South 34°51'56" East, a distance of 44.47 feet;**
4. **South 15°41'08" East, a distance of 19.70 feet;**
5. **South 05°40'46" East, a distance of 29.13 feet;**
6. **South 52°51'16" West, a distance of 20.38 feet** to the **POINT OF BEGINNING.**

END OF DESCRIPTION—Parcel Three

Containing 3,319 square feet, more or less.

Being a portion of Block 7283, Parcel 001 (1995), Currently: Block 7283, Parcel 004.

A plat to accompany legal description, Exhibit "B", is attached hereto and made a part thereof.

The dimensions stated in this description and accompanying Plat (Exhibit "B"—ARMORED SPILLWAY— PARCEL THREE) are measured in ground distances.

The Common County Limits Line between the City and County of San Francisco and the County of San Mateo as depicted on that certain County Line Record of Survey Map recorded June 26, 2020, in Map Book 11 at Pages 178-200, City and County of San Francisco and recorded May 28, 2020, in Book 49 L.L.S. Maps at Pages 26-48, Records of San Mateo County between Monument No. 2300 (position of Original 1898, "Granite Monument"), also being Section Corner 34/35, as restored per said County Line Record of Survey Map and Monument No. 4101 (Original 1898- 8"x 8" Granite Monument with Copper

Nail in a Lead Plug on the edge of The Olympic Club golf fairway), with the measured bearing of **North 88° 55' 16" West,** is being taken for the purpose of making this description.

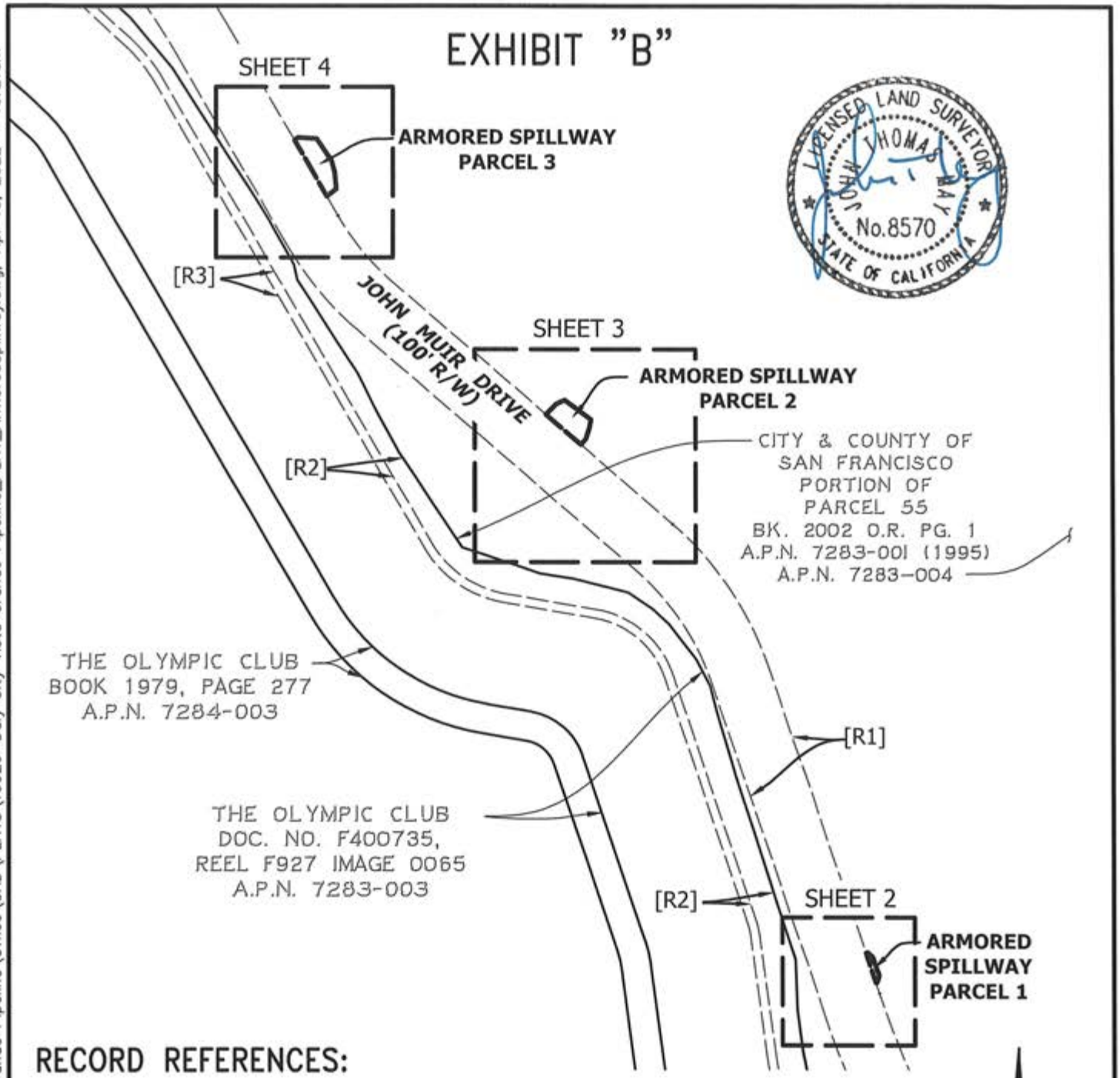
This description was prepared by me or under my direction in October of 2025 pursuant to Sections 8725, 8726(3), and 8726(7) of the Professional Land Surveyors Act of the State of California (Business and Professions Code Sections 8700-8805).

JOHN T. MAY
LICENSED LAND SURVEYOR No. 8570
(EXP. 03/31/2023)
STATE OF CALIFORNIA

October 9, 2025
DATE:

J:\CONJobs2\16926- City of Daly City –
Vista Grande Pipeline\Office\Legals\JgMay Legal Descriptions\
Legal Descriptions- Armored Spillways.docx

EXHIBIT "B"



LICENSED LAND SURVEYOR JOHN THOMAS MAY No.8570 STATE OF CALIFORNIA

RECORD REFERENCES:

[R1] SFDPW OFFICIAL MAP BOOK "V", PAGE 32
[R2] CANAL EASEMENT (DOC. 93147843)
[R3] 15' INGRESS & EGRESS EASEMENT (DOC. 93147843)

LEGEND:

————	PROPOSED EASEMENT LINE FOR ARMORED SPILLWAY
— — — —	EXISTING EASEMENT
————	PROPERTY LINE
A.P.N.	ASSESSOR'S PARCEL NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
SFDPW	SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS

250 125 0 250

SCALE: 1 INCH = 250 FT

N

SHEET 1 OF 4

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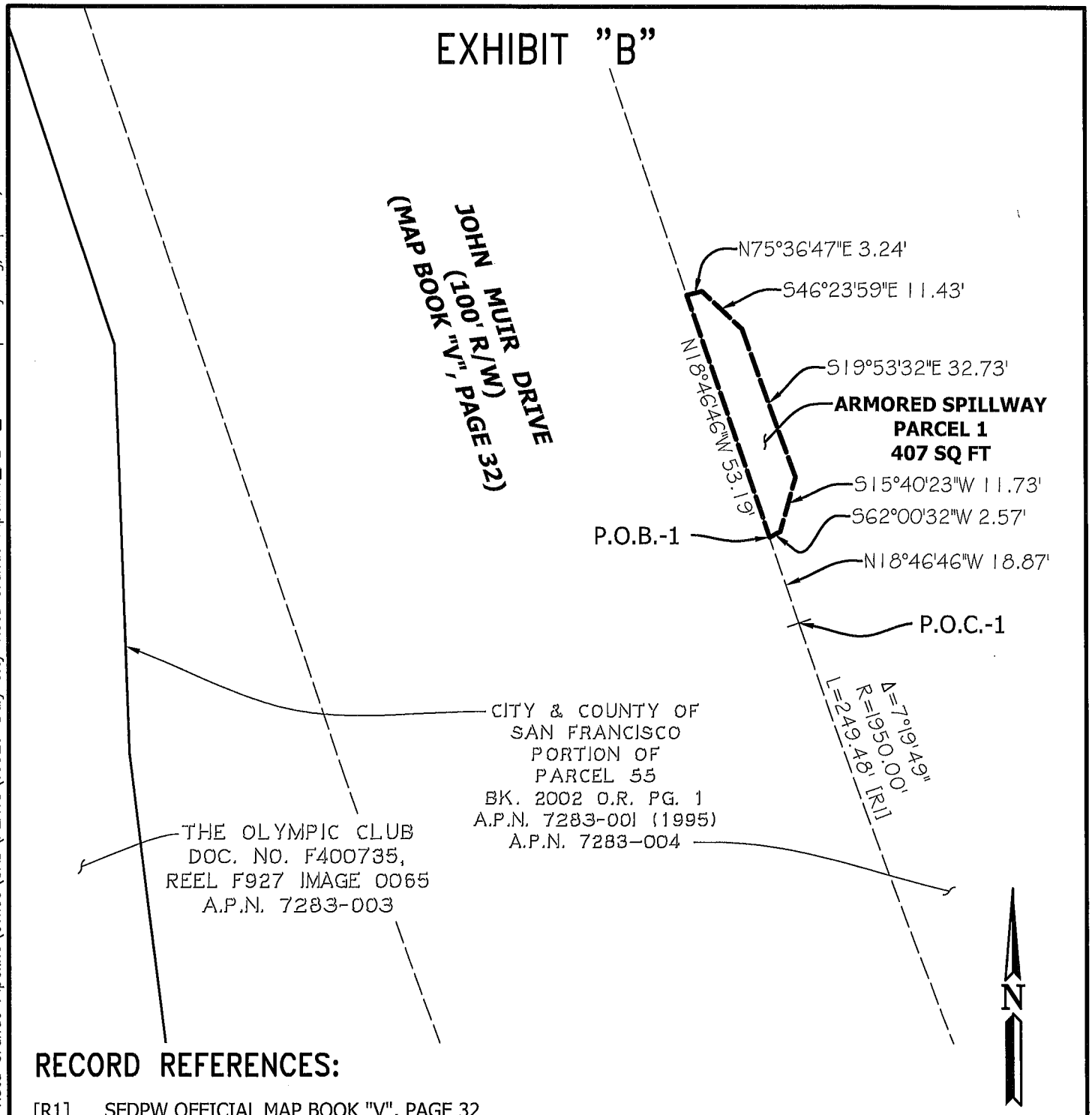
EXHIBIT "B"



RECORD REFERENCES:

[R1] SFDPW OFFICIAL MAP BOOK "V", PAGE 32
[R2] CANAL EASEMENT (DOC. 93147843)

LEGEND:

———	PROPOSED EASEMENT LINE FOR ARMORED SPILLWAY
— — —	EXISTING EASEMENT
———	PROPERTY LINE
A.P.N.	ASSESSOR'S PARCEL NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
SFDPW	SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS

THE DIMENSIONS STATED ON PLAT (EXHIBIT "B") ARE MEASURED IN GROUND DISTANCES.

30 15 0 30

SCALE: 1 INCH = 30 FT

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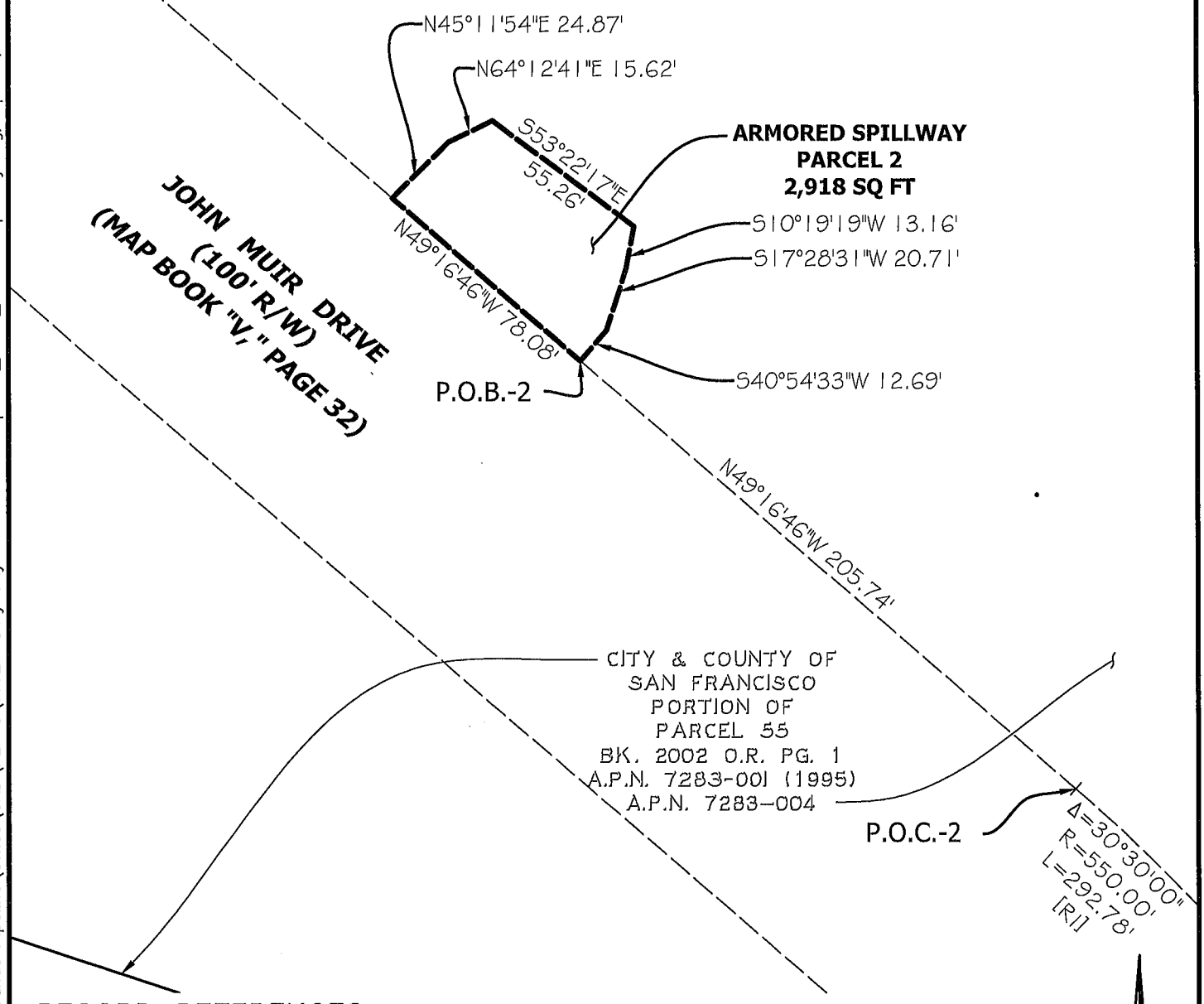
EXHIBIT "B"



RECORD REFERENCES:

[R1] SFDPW OFFICIAL MAP BOOK "V", PAGE 32
[R2] CANAL EASEMENT (DOC. 93147843)

LEGEND:

———	PROPOSED EASEMENT LINE FOR ARMORED SPILLWAY
— — — — —	EXISTING EASEMENT
———	PROPERTY LINE
A.P.N.	ASSESSOR'S PARCEL NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
SFDPW	SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS

THE DIMENSIONS STATED ON PLAT (EXHIBIT "B") ARE MEASURED IN GROUND DISTANCES.

50 25 0 50

SCALE: 1 INCH = 50 FT

N

SHEET 3 OF 4

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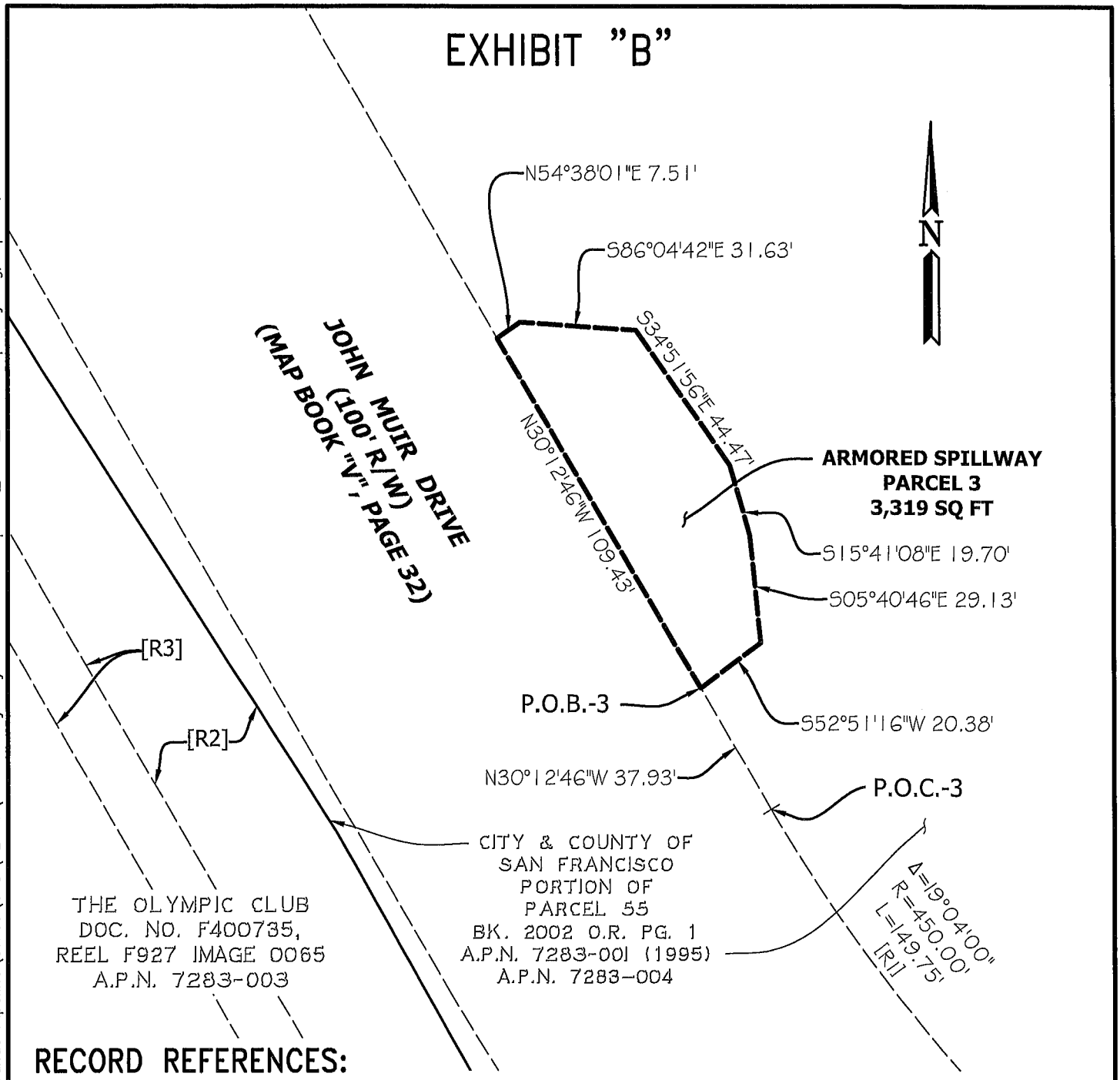
EXHIBIT "B"



RECORD REFERENCES:

[R1] SFDPW OFFICIAL MAP BOOK "V", PAGE 32
[R2] CANAL EASEMENT (DOC. 93147843)
[R3] 15' INGRESS & EGRESS EASEMENT (DOC. 93147843)

LEGEND:

———	PROPOSED EASEMENT LINE FOR ARMORED SPILLWAY
— — — —	EXISTING EASEMENT
———	PROPERTY LINE
A.P.N.	ASSESSOR'S PARCEL NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
SFDPW	SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS

THE DIMENSIONS STATED ON PLAT (EXHIBIT "B") ARE MEASURED IN GROUND DISTANCES.

40 20 0 40

SCALE: 1 INCH = 40 FT

SHEET 4 OF 4

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EXHIBIT D-5

DESCRIPTION AND DEPICTION OF FLOATING AND FAN-SHAPED EASEMENT

[see attached]

LEGAL DESCRIPTION
FLOATING FAN-SHAPED EASEMENT
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

ALL THAT CERTAIN REAL PROPERTY situate in the City and County of San Francisco, State of California, said real property being a strip of land, within a Portion of Parcel 55, "Lake Merced Tract," as described in that certain Deed from Spring Valley Water Company to the City and County of San Francisco, recorded March 3, 1930 in Book 2002 at Page 1, Official Records of the City and County of San Francisco, **the centerline of said real property** being described as follows:

COMMENCING at a point on the general northeasterly Right of Way Line of said John Muir Drive as depicted on the Official Map, Showing the Opening of John Muir Drive, said Map recorded September 18, 1968, in Book "V", Page 32, City and County of San Francisco, said Point being at the southeasterly terminus of the course "622.900 feet", said point also being a point of tangency of a curve concave southwesterly with a radius of 550.00 feet, having an arc length of 292.779 feet, with a central angle of 30°30'00", as depicted on said Map;

Thence from said **POINT OF COMMENCEMENT** along said general northeasterly Right of Way Line of John Muir Drive being the course of "622.900 feet", **North 49°16'46" West, a distance of 53.58 feet**;

Thence leaving said general northeasterly Right of Way Line of John Muir Drive and traversing through said Portion of Parcel 55, "Lake Merced Tract," (Bk. 2002 O.R. Pg. 1), **North 40° 43' 14" East, a distance of 75.64 feet** to the **POINT OF BEGINNING** for this description, said **POINT OF BEGINNING** being the centerline of a strip of land **10.00 feet** in width, **5.00 feet** on each side;

Thence from said **POINT OF BEGINNING**, along said centerline and traversing through said Portion of Parcel 55, "Lake Merced Tract," (Bk. 2002 O.R. Pg. 1), along said strip of land, **North 5° 28' 28" West, a distance of 40.61 feet**, to a point hereinafter referred to as **Point "H"**, said **Point "H"** being a **"Hinge Point"** for the remainder of said strip of land, 10.00 feet in width and traversing along a bearing of **North 52° 30' 33" East;**

Thence continuing through said Portion of Parcel 55, "Lake Merced Tract," (Bk. 2002 O.R. Pg. 1), along said bearing of **North 52° 30' 33" East, a distance of 72.69** to a point hereinafter referred to as **Point "J,"** said **"Point "J"** being on said **centerline at change of width** of said strip of land from **10.00 feet** to **18.00 feet** in width, **9.00 feet** on each side;

Thence from said Point "J" and continuing along the said **centerline of strip of land, 18.00 feet in width, North 52° 30' 33" East, a distance of 18.00 feet** to a point within Lake Merced.

Said point within Lake Merced, being the **POINT OF TERMINATION** for this said strip of land.

The southwesterly-most and southeasterly-most sidelines of the **above-described strip of land, are lengthened or shortened** to terminate, perpendicular to the Point of Beginning.

The above-mentioned **course with a bearing of North 52° 30' 33" East, with a total distance of 90.69 feet** is allowed to rotate counterclockwise to a bearing of approximately North 50° 00' West,

or "rotate" clockwise to a bearing of approximately North 70° 00' East, from the "Hinge Point," **Point "H"** to the southwesterly or southeasterly edge of shoreline of Lake Merced, respectively.

END OF DESCRIPTION

The Common County Limits Line between the City and County of San Francisco and the County of San Mateo as depicted on that certain Record of Survey Map recorded June 26, 2020, in Map Book 11 at Pages 178 to 200, City and County of San Francisco and recorded May 28, 2020, in Book 49 L.L.S. Maps at Pages 26-48, Records of San Mateo County between Monument No. 4101 (Original 1898- 8"x 8" Granite Monument with Copper Nail in a Lead Plug on the edge of The Olympic Club golf fairway) and the 2" Brass Disc in the Top of Curb at Lake Merced Blvd., No. 9827, with the measured bearing of **North 88° 57' 23" West,** is being taken for the purpose of making this description.

Containing. 1,457 square feet, more or less.

Being a portion of Block 7283, Parcel 001 (1995), Currently: Block 7283, Parcel 004.

A plat to accompany legal description, Exhibit "B," is attached hereto and made a part thereof.

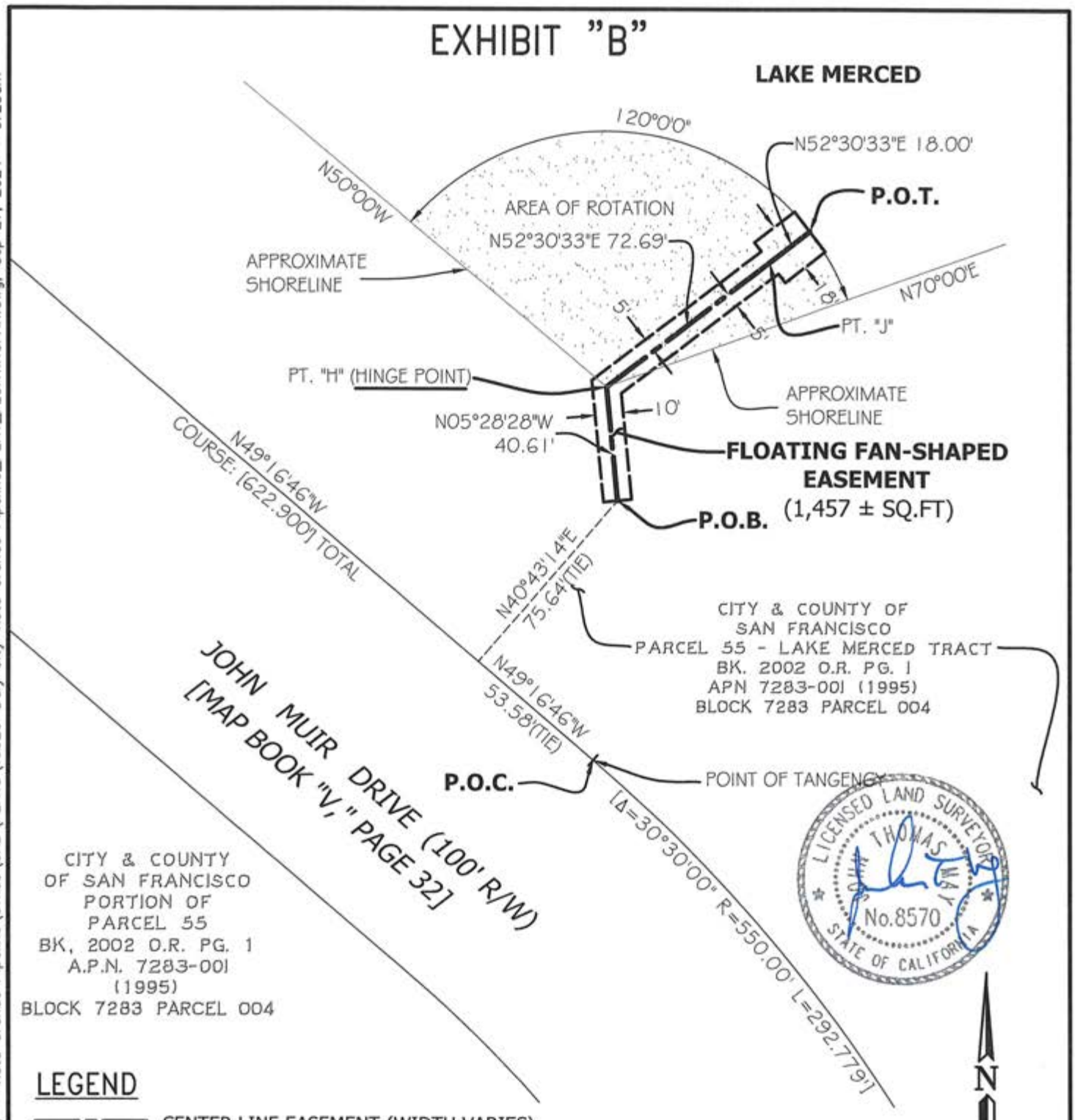
The dimensions stated in this description and accompanying Plat (Exhibit "B") are measured in ground distances.

This description was prepared by me or under my direction in September of 2024 pursuant to Sections 8725, 8726(3), and 8726(7) of the Professional Land Surveyors Act of the State of California (Business and Professions Code Sections 8700-8805).

JOHN T. MAY
LICENSED LAND SURVEYOR No. 8570
(EXP. 03/31/2025)
STATE OF CALIFORNIA

DATE: 9/27/2024

EXHIBIT "B"



LEGEND

———	CENTER LINE EASEMENT (WIDTH VARIES)
- - - -	FANSHAPED EASEMENT
———	RIGHT-OF-WAY LINE
———	TIE LINE
A.P.N.	ASSESSOR'S PARCEL NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.O.T.	POINT OF TERMINATION
[ ]	RECORD PER MAP BOOK "V," PAGE 32

THE DIMENSIONS STATED ON PLAT (EXHIBIT "B") ARE MEASURED IN GROUND DISTANCES.

SHEET 1 OF 1

TOWILL | Surveying, Mapping and GIS Services
2300 Clayton Road, Suite 1200
Concord, CA 94520-2176
(925) 682-6976 - www.towill.com

J:\CONJobs\16926- City of Daly City - Vista Grande Pipeline\Office\CAD\PLATS\16926-Daly City Vista Grande Pipeline_PLAT_FLOATINGFAN.dwg; Sep 27, 2024 - 9:23am

EXHIBIT E

EASEMENT DEED

RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:

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

and

San Francisco Public Utilities Commission
Real Estate Services
525 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102
Attn: Real Estate Director

MAIL TAX STATEMENTS TO:

City of Daly City
Finance Dept., 2nd Fl
333 90th Street
Daly City, CA 94015

The undersigned hereby declares this instrument to be exempt from Recording Fees (CA Govt. Code §27383) and Documentary Transfer Tax (CA Rev. & Tax Code §11922 and S.F. Bus. & Tax Reg. Code §1105)

Portions of Block 7283, Lot 004 (Space above this line reserved for Recorder's use only)

EASEMENT DEED AND AGREEMENT
(Portions of Block 7283, Lot 004,
SFPUC Parcel No. 55)

THIS EASEMENT DEED AND AGREEMENT (this "**Easement Deed**") is made by and between the CITY AND COUNTY OF SAN FRANCISCO, a California municipal corporation ("**San Francisco**" or "**Grantor**"), acting by and through its PUBLIC UTILITIES COMMISSION ("**SFPUC**"), and the CITY OF DALY CITY, a California municipal corporation ("**Daly City**" or "**Grantee**"). Grantor and Grantee sometimes are referred to collectively in this Easement Deed as the "**Parties**" or each singularly as a "**Party**."

RECITALS

A. San Francisco, through the SFPUC, owns real property located in the City and County of San Francisco, described as SFPUC Parcel No. 55 and designated as a portion of Assessor's Parcel No. 7283-004, running north along the east and west sides of John Muir Drive ("**Property**"). The Property is adjacent to portions of the existing Vista Grande Canal ("**Canal**"). The Property is more particularly described in the attached **Exhibit A-1** and shown generally on the map attached as **Exhibit A-2**. The Canal handles stormwater for both San Francisco and Daly City.

B. San Francisco, through the SFPUC, owns easements for its Lake Merced Drainage Tunnel (known as the Vista Grande Tunnel or "**Tunnel**") on and across Assessor's Parcel Nos. 7284-001, 7284-003, 7282-005, 7282-006, running west from the Tunnel portal located on the Property to the Tunnel's terminus at the Pacific Ocean.

C. The Vista Grande Stormwater System (as defined below) components include the Canal and the Tunnel. However, the existing Canal and Tunnel do not have adequate hydraulic capacity to convey peak storm flows, and this inadequate capacity periodically causes the backup of the Tunnel flows into the Canal and flooding during peak storm events in adjacent low-lying residential areas and along John Muir Drive.

D. Daly City seeks to implement the Vista Grande Basin Drainage Improvement Project ("**Project**") to upgrade the Vista Grande storm drain system ("**Vista Grande Stormwater System**"), which is a regional stormwater system that drains the northwestern portion of Daly City and an unincorporated portion of San Mateo County. The Project would route storm water from the Vista Grande Canal to South Lake Merced as well as to the Pacific Ocean via the Tunnel to alleviate the storm-related flooding in Daly City and San Francisco, reduce uncontrolled overflows from the Vista Grande Canal into Lake Merced, and also facilitate augmentation and management of Lake Merced water levels, which have steadily declined, using sustainable supplies of Daly City's stormwater, and further the restoration of the drainage basin's natural hydrology.

E. The Project will route storm water from the Canal through a treatment wetland to be developed on the Property, replace the upstream portion of the Canal with a collection box, a box culvert, a debris screening device, and a diversion structure to handle flows (dry and wet) year-round, and expand the Tunnel capacity in order to better manage the transportation of stormwater to the Pacific Ocean (collectively, "**Project Improvements**"). The existing outfall from Lake Merced is through the Tunnel, which passes through The Olympic Club Golf Course and Golden Gate National Recreation Area lands.

F. San Francisco agrees to convey to Daly City certain non-exclusive perpetual easements in, under, upon, along, and/or across certain portions of the Property to facilitate the Project, which are defined in Section 1 below and referred to collectively in this Easement Deed as the "**Easements**."

G. Daly City, as Lead Agency under the California Environmental Quality Act ("**CEQA**"), and the Park Service, as Lead Agency under the National Environmental Policy Act (NEPA), have prepared a joint Final Environmental Impact Report and Environmental Impact Statement ("**FEIR/FEIS**"), pursuant to the provisions of CEQA, which was certified by the State of California on September 8, 2017 (State Clearinghouse Number 2013032001). Daly City approved the Vista Grande South Lake Merced Alternative described in the FEIR/FEIS via City Council Res. No. 17-200, dated December 11, 2017, adopting the mitigation measures included in the FEIR/FEIS and set forth in the Environmental Commitments Record and assumed responsibility for their implementation. On June 9, 2025, the City of Daly City adopted an Addendum to the previously certified Final EIR/EIS for the Project to address minor revisions and additions to the Project that occurred after Project approval.

H. San Francisco is a responsible agency under CEQA for review and approval of aspects of the Project. San Francisco has reviewed and considered the FEIR/FEIS and the Project approval documents and has approved this Agreement and adopted findings required under CEQA.

I. The SFPUC Commission has recommended sale of the Easements pursuant to SFPUC Resolution No. _____ and the San Francisco Board of Supervisors has approved the sale pursuant to Resolution No. _____.

NOW, THEREFORE, for good and valuable consideration, the amount and sufficiency of which are hereby acknowledged, the Parties agree as follows.

AGREEMENT

1. Easements. The Easements are perpetual, non-exclusive easements comprised of: (i) the Wetland and Stormwater Facilities Easement defined in **Section 1(a)** below; (ii) the Box Culvert and Stormwater Outlet Easement defined in **Section 1(b)** below (iii) the Wetland Force Main Easement defined in **Section 1(c)** below**; (**iv) the Armored Spillway Easement defined in **Section 1(d)** below**;** and (v) the Floating and Fan-Shaped Easement defined in **Section 1(e)** below. San Francisco hereby conveys to Daly City the Easements upon, over, under, across, and within the portions of the Property described below:

(a) An easement to construct, access, install, operate, repair, replace, and maintain a treatment wetland, diversion structure, box culverts, the eastern portal of the Vista Grande drainage tunnel, the Lake Merced overflow inlet, and related appurtenances, including perimeter fencing ("**Wetland and Stormwater Facilities Easement**"), upon, over, under, across, and within an approximately 157,448-square-foot easement area, which is more particularly described and depicted in the attached **Exhibit 3** ("**Wetland and Stormwater Facilities Easement Area**"). The Wetland and Stormwater Facilities Easement Area is designated as a portion of Assessor's Parcel No. 7283-004.

(b) An easement to construct, access, install, repair, replace and maintain new box culverts, a storm water outlet, and related appurtenances ("**Box Culvert and Storm Water Outlet Easement**"), upon, over, under, across, and within an approximately 12,404-square-foot easement area, which is more particularly described and depicted in the attached **Exhibit 4** ("**Box Culvert and Storm Water Outlet Easement Area**"). The Box Culvert and Storm Water Outlet Easement Area is designated as a portion of Assessor's Parcel No. 7283-004.

(c) An easement to construct, access, install, repair, replace and maintain a wetland force main, pump station, vault and related appurtenances ("**Wetland Force Main Easement**"), upon, over, under, across, and within an approximately 2,057-square-foot easement area, which is more particularly described and depicted in the attached **Exhibit 5** ("**Wetland Force Main Easement Area**"). The Wetland Force Main Easement Area is designated as a portion of Assessor's Parcel No. 7283-004.

(d) An easement to access and maintain three (3) existing armored spillway areas ("**Armored Spillway Easement**") upon, over, under, across, and within three easement areas designated as Parcel 1, Parcel 2, and Parcel 3. Parcel 1 comprises an approximate 407 square-foot portion of the Property, Parcel 2 comprises an approximate 2,918 square-foot portion of the Property, and Parcel 3 comprises an approximate 3,319 square-foot portion of the Property, all of which are more particularly described and depicted in the attached **Exhibit 6** ("**Armored Spillway Easement Area**"). The Armored Spillway Easement Area is designated as a portion of Assessor's Parcel No. 7283-004.

(e) An easement to construct, access, install, operate, repair, replace and maintain a floating pipeline, facility and appurtenances over Lake Merced ("**Floating and Fan-Shaped Easement**"), upon, over, under, across, and within an approximately 1,457-square-foot fan-shaped easement area, which is more particularly described and depicted in the attached **Exhibit 7** ("**Floating and Fan Shaped Easement Area**"). The Floating and Fan-Shaped Easement Area is designated as a portion of Assessor's Parcel No. 7283-004.

The foregoing easement areas are referred to collectively in this Easement Deed as the "**Easement Areas**."

2. Permitted Uses. The Easements include the right and privilege to maintain and repair each Easement, inclusive of all necessary supports, fences, protective barriers, and fixtures for use in connection with the Project. The Easements include the right to modify, remove, or replace the Project Improvements, provided that Daly City obtains San Francisco's prior written approval of the proposed modification, removal and/or replacement, which approval will not be unreasonably withheld, conditioned, or delayed. In an emergency, however, Daly City may make such modifications as are reasonably necessary under the circumstances to preserve or restore the safe use of the Easements, without San Francisco's prior approval, provided that Daly City will give San Francisco such notice of the modifications as is reasonable under the circumstances, which may be given retroactively. Further, the Easements include the right of ingress to and egress from the Easement Areas over and across the Property, provided that Daly City's right of ingress and egress will not extend to any portion of the Property that is isolated from the Easements by any public road or highway now crossing or thereafter crossing the Property. San Francisco reserves the right to use said Easement Areas for purposes that will not interfere with Daly City's full enjoyment of the rights granted by this Easement Deed; provided that neither San Francisco nor its successors or assigns will excavate, erect, place, or construct any permanent building or other structures, septic system, leach field, construct any fence, place underground utilities, drill, or operate any well, or construct any reservoir or other obstruction within said Easement Areas, or diminish or install anything that will interfere with the rights in this Easement Deed granted to Daly City within said Easement Areas. Daly City's rights under this Easement Deed may be exercised by Daly City and its officials, employees, agents, contractors, subcontractors, consultants, licensees, invitees, or representatives, or by any other authorized persons acting for or on Daly City's behalf (collectively, "**Agents**").

3. San Francisco's Retained Rights. San Francisco, on behalf of itself, its agents, contractors, subcontractors, suppliers, consultants, employees, invitees or other authorized persons acting for or on behalf of San Francisco, including but not limited to any lessee and its tenants, reserves the right to use the Property and the Easement Area in any way not inconsistent with the above Permitted Uses.

4. Subject to San Francisco's Uses. Daly City is aware that the Easement Areas constitute portions of the SFPUC's regional water, power transmission, and wastewater treatment systems. Notwithstanding anything to the contrary in this Easement Deed, all of Daly City's Project activities under this Easement Deed will be subject and subordinate at all times to San Francisco's existing and future access to and use of the Easement Areas for primary utility and directly related purposes, which may include construction of additional subsurface pipelines or facilities within the Easement Areas; provided that San Francisco will not do anything in, on or under the Easement Areas that causes damage to the Project Improvements or unreasonably interferes with the exercise of Daly City's Easement rights, without prior written notice of at least one hundred eighty (180) days to Daly City, and San Francisco shall endeavor to reasonably coordinate any such actions with Daly City and shall take reasonable measures to minimize any damage to the Project Improvements or interference with the Easements. Notwithstanding the foregoing notice requirement, San Francisco shall not be required to provide prior written notice in the event of emergency repairs necessary to protect public health, safety or essential services, but San Francisco shall provide written notice of such emergency repairs to Daly City as soon as reasonably practical under the circumstances. San Francisco will in no way be liable for any damage or destruction to the Easement Areas or the personal property of Daly City or its Agents resulting from any construction, accident, break, repair, assessment, or maintenance of any pipeline or other SFPUC facilities located on or about the Easement Areas. Daly City acknowledges that San Francisco may use the open trench method for access to San Francisco's existing or future facilities or pipelines located on or about the Easement Areas in the event of maintenance, repair, replacement, construction, or installation of any existing, future, or additional pipelines, conduits, transmission lines, tunnels, boxes, or other SFPUC facilities. San Francisco also reserves the right to use the subsurface of the Property for the installation, operation, maintenance, repair, or replacement of public utilities, including pipes, cable, manholes, or other

infrastructure typically required for utility lines. The rights granted to Daly City by this Easement Deed are subject to any prior and existing rights of third parties, if any. Daly City will be solely liable for any claims for the interference of any prior and existing third-party rights caused by Daly City's use of the Easement Areas and the Property. San Francisco reserves the right to grant, at its sole and absolute discretion, nonexclusive rights to other third parties within the Easement Areas provided that such rights do not materially interfere with the Easements. San Francisco will require such other third parties to consult with Daly City on design, location, and construction activities, but Daly City will have no rights of approval or disapproval.

5. Exercise of Due Care. Daly City will use and will cause its Agents (defined in **Section 2** [Permitted Uses] above) to use, due care at all times to avoid any damage or harm to San Francisco's water pipelines, facilities, or other property and to native vegetation and natural attributes of the Easement Areas and to minimize slope erosion. Except as permitted pursuant to **Section 12** [Construction and Ownership of Project Improvements] below, Daly City will not disturb the surface of the Easement Areas or perform any excavation work without San Francisco's prior written approval, which San Francisco may withhold at its sole discretion. San Francisco may condition and/or oversee any permitted excavation work. At its own expense, Daly City will mark the location of San Francisco's utility pipelines or other facilities within the Easement Areas and will not use any pick, plow, or other sharp tool to remove the two feet (2′) of soil around the pipelines or other facilities, provided that Daly City may use hand shovels or pneumatic shovels in compliance with all other terms and conditions of this Easement Deed. Daly City will immediately inform San Francisco of any actual or potential damage to the coating of the pipeline, and any such damage will be promptly repaired by Daly City, at its own expense, to San Francisco's satisfaction prior to backfilling; provided, at its sole discretion, San Francisco may elect to make any necessary repairs itself, at Daly City's sole cost, by notifying Daly City of such fact. Upon completion of such repairs, San Francisco will send Daly City a bill therefor, which Daly City will pay within thirty (30) days following receipt. Under no circumstances will Daly City damage, harm, or take any rare, threatened, or endangered species present on or about the Easement Areas.

6. Assignment. Daly City will not assign its rights under this Easement Deed, in whole or in part, without San Francisco's prior written consent. San Francisco will not unreasonably withhold, condition or delay its consent if Daly City proposes to transfer the Easements to any other agency or entity.

7. Indemnity. Daly City will indemnify, defend, reimburse and hold harmless San Francisco, its officers, agents, employees and contractors, and each of them, from and against all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom ("**Claims**"), arising in any manner out of **(a)** injury to or death of any person or damage to or destruction of any property occurring in, on, or about the Easement Areas when such injury, death, damage, or destruction is caused by the person or property of Daly City, its Agents, its invitees, guests or business visitors (collectively, "**Invitees**") relating to Daly City's use or activity under this Easement Deed, **(b)** any failure by Daly City to observe or perform any of the terms, covenants, or conditions of this Easement Deed, **(c)** the use of the Easement Areas or any activities conducted thereon by Daly City or its Agents or Invitees, or **(d)** any release or discharge, or threatened release or discharge, of any Hazardous Material caused or allowed by Daly City or its Agents or Invitees, on, in, under, or about the Easement Areas, any improvements thereon, or into the environment; except solely to the extent arising out of or caused by the negligence or willful misconduct of San Francisco or San Francisco's authorized representatives. Daly City's obligations under this Section will survive the termination of the Easements, with respect to events occurring prior to such termination.

8. Insurance. Daly City must maintain in force, and cause each Agent performing work on the Easement Areas, to procure and keep in effect during the course of any work, appropriate amounts of insurance and add San Francisco as additional insured for those respective policies. Notwithstanding anything to the contrary above, Daly City and San Francisco each acknowledges that the other self-insures and will not be obligated to purchase any third-party commercial liability insurance or property insurance.

9. Restrictions on Use.

(a) Improvements. Except as otherwise expressly provided in this Easement Deed, Daly City will not construct or place any temporary or permanent structures or improvements in, on, under, or about the Easement Areas, nor will Daly City make any alterations or additions to any of existing structures or improvements on the Easement Areas or excavate any portion of the Easement Areas, unless Daly City first obtains San Francisco's prior written consent, which San Francisco may give or withhold at its sole and absolute discretion. "**Improvements**" are defined as and include asphalt, concrete and cementitious concrete driveways, sidewalks and parking areas, structures, shacks, and storage facilities, and fences installed or constructed by or on behalf of Daly City in, on, under, or about the Easement Areas.

(b) Dumping. Daly City will not cause, nor will Daly City allow any of its Agents or Invitees to cause the dumping or other disposal in, on, under, or about the Easement Areas of landfill, refuse, Hazardous Material (defined below), or any other materials, including materials that are unsightly or could pose a hazard to human health or safety, native vegetation or wildlife, or the environment.

(c) Hazardous Material. Daly City will not cause, nor will Daly City allow any of its Agents or Invitees to cause, any Hazardous Material (defined below) to be brought upon, kept, used, stored, generated, released, or disposed of in, on, under, or about the Easement Areas, or transported to, from, or over the Easement Areas, except that Daly City is permitted to bring onto the Easement Areas products and materials commonly used in or essential to the installation of the Project Improvements that may contain Hazardous Material, provided that any such products and materials will be handled and used in compliance with all applicable state, federal, or local laws, statutes, ordinances, rules, regulations, policies, orders, edicts, and the like (collectively, "**Laws**") and only in such quantities as are necessary for the permitted uses of the Easements.

Daly City will immediately notify San Francisco if and when Daly City learns of, or has reason to believe that, a release of Hazardous Material has occurred in, on, under, or about the Easement Areas. In the event that any Hazardous Material brought to the Easement Areas by Daly City or any of its Agents or Invitees is spilled or leaked or otherwise released on the Easement Areas as a result of Daly City's exercise of its rights under this Easement Deed, Daly City will promptly take all steps necessary to remove any contamination resulting from such activities. Daly City accepts full responsibility for all activities and costs incurred related to cleaning up the Easement Areas from the effects of such spill or leak. With respect to Hazardous Material brought to the Easement Areas by Daly City or its Agents or Invitees, Daly City will be responsible for meeting, and possessing the means to satisfy, the requirements of all federal, state, and local controlling agencies, which may have jurisdiction over the region in which the Easement Areas are located or over the substance being used by Daly City on the Easement Areas. In the event that Daly City or its Agents or Invitees cause a release of Hazardous Material, at San Francisco's discretion, Daly City will either remediate, at Daly City's sole cost, such contaminated property to the satisfaction of the regulatory agency having jurisdiction over same or reimburse San Francisco for its reasonable costs in performing such remediation. Daly City will further comply with all applicable Laws requiring notice of such releases or threatened releases to governmental agencies, and will take all action necessary or desirable to mitigate the release or minimize the spread of contamination. In connection with any release of Hazardous Material on or about the Easement Areas, Daly City will afford San Francisco a full opportunity to negotiate and participate in any

discussion with governmental agencies and environmental consultants regarding any settlement agreement, cleanup or abatement agreement, consent decree, or other compromise proceeding involving Hazardous Material, and any other abatement or clean-up plan, strategy, and procedure.

For purposes of this Easement Deed, "**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 the following: 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 or any other applicable Laws; 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 Easement Areas or are naturally occurring substances in the Easement Areas; and any petroleum, including crude oil or any fraction thereof, natural gas or natural gas liquids, provided, the foregoing will not prohibit Daly City from traversing to, from, and across the Easement Areas in standard motor vehicles that do not exceed the weight limitations set forth below. The term "**release**" or "**threatened release**" when used with respect to Hazardous Material will include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under, or about the Easement Areas.

(d) Nuisances. Daly City will not conduct or allow any of its Agents or Invitees to conduct any activities in, on, under, or about the Easement Areas that constitute waste, nuisance, or unreasonable annoyance (including emission of objectionable odors, noises, or lights) to San Francisco, to the owners or occupants of neighboring property, or to the public, or that constitute waste or nuisance per se.

(e) Avoiding Damage to the Easement Areas. At its sole cost, Daly City will at all times maintain the Easement Areas in a good, clean, safe, secure, sanitary, and sightly condition, so far as the Easement Areas may be affected by Daly City's activities under this Easement Deed. Daly City will not do anything in, on, under, or about the Easement Areas that could cause damage or interference to any pipelines or other property located in, on, under, or about the Easement Areas. Immediately following completion of any work permitted under this Easement Deed, at its sole expense, Daly City will remove all debris and any excess dirt and restore the Easement Areas as near as reasonably possible to its condition immediately prior to Daly City's work under this Easement Deed to the reasonable satisfaction of San Francisco's authorized representative.

If any portion of the Easement Areas or any San Francisco property located on or about the Easement Areas is damaged or threatened by any of the activities conducted by Daly City or its Agents or Invitees, at its sole cost, Daly City will immediately notify San Francisco of such damage or threat by **(a)** telephoning the SFPUC's City Distribution Division by telephone at (415) 550-4900 of any emergency or incident requiring emergency response., and **(b)** providing written notice in accordance with **Section 17** [Notices] below. At its option, San Francisco may remedy such damage or threat at Daly City's sole cost, or San Francisco may elect to witness Daly City's repair work. If San Francisco elects not to remedy such damage or threat, Daly City will repair all such damage and restore the Easement Areas or property to its previous condition subject to San Francisco's inspection, review, and approval. San Francisco has no responsibility or liability of any kind with respect to any utilities that may be on, in, or under the Easement Areas. Daly City is solely responsible for the location of any such utilities and other existing facilities and their protection from damage. Daly City will be solely responsible to arrange and pay directly for any utilities or services necessary for its activities pursuant to this Easement Deed; provided, Daly City will obtain San Francisco's prior written approval to the provision of such services or utilities in, on, under, or through the Easement Areas.

(f) Use of Adjoining Land. Daly City acknowledges that the privilege given under this Easement Deed will be limited strictly to the Easement Areas. Daly City will not traverse over or otherwise use any adjoining lands of San Francisco except as authorized by this Easement Deed.

(g) Ponding; Water Courses. Daly City will not cause any ponding on the Easement Areas or any flooding on adjacent land. Daly City will not engage in any activity that causes any change, disturbance, fill, alteration, or impairment to the bed, bank, or channel of any natural water course, wetland, or other body of water on, in, under, or about the Easement Areas, nor will Daly City engage in any activity that could pollute or degrade any surface or subsurface waters or result in the diminution or drainage of such waters.

(h) Heavy Equipment and Vehicles. To prevent damage to San Francisco's underground pipelines and wastewater utility facilities, Daly City's use of vehicles and equipment within twenty feet (20′) of each side of the centerline of any San Francisco pipeline (measured on the surface) will be subject to the following restrictions:

(i) The depth of soil cover over the tops of San Francisco's pipelines must be at least three feet (3′) for steel cylinder pipe and four feet (4′) for reinforced pre-stressed concrete cylinder pipe to accommodate the loading defined in **subsection (ii)** below. If any equipment with axle loading exceeds the loads stated in **subsection (ii)** below or if the depth of soil cover is less than stated above, Daly City will submit to San Francisco for review and approval, at San Francisco's sole discretion, engineering calculations prepared by a licensed Professional Engineer licensed in California showing that San Francisco's pipelines will not be adversely affected by Daly City's proposed activities. If San Francisco's pipelines may be adversely affected, Daly City will submit remedial measures for San Francisco's approval to ensure that no adverse effect will occur.

(ii) The effects of vehicle and equipment loads to the pipeline must not exceed the effects of the "AASHTO Standard H-10 Loading." H-10 loading is defined as loading caused by a two-axle truck with a gross weight of ten tons (20,000 lbs.), axles fourteen feet (14′) apart, and rear axle carrying eight tons (16,000 lbs.). Daly City will be responsible for providing adequate evidence to San Francisco that Daly City's equipment and vehicles meet the foregoing requirements.

(iii) Daly City will not use vibrating compaction equipment without the SFPUC's prior written approval, which approval may be given or withheld at the SFPUC's sole discretion.

(iv) If the depth of the soil cover over the pipeline (determined by potholing or other proof procedure) is less than the minimum stated in **subsection (i)** above, unless an alternate method is approved by the SFPUC in writing, all excavation and grading over the pipeline will be performed manually. For any machinery or equipment excavation and grading over and/or within twenty feet (20′) of each side of the centerline of the pipeline (measured on the surface), Daly City will submit a written proposal together with all supporting calculations and data to the SFPUC for review and approval. In any case, the two feet (2′) of soil around the pipeline will be removed manually or by other methods approved by the SFPUC with due care as provided in **Section 4** [Exercise of Due Care].

10. Cathodic and Other Protection. From time to time, San Francisco may adopt such reasonable rules and regulations with regard to Daly City's facilities and operations under this Easement Deed as San Francisco may determine are necessary or appropriate, at San Francisco's sole discretion, to safeguard against corrosion of, or other damage to, San Francisco's pipelines and related facilities. After receipt of a copy of such rules and regulations, Daly City will comply promptly with them.

11. Compliance with Laws. At its expense, Daly City will conduct and cause to be conducted all activities on the Easement Areas allowed under this Easement Deed in a safe and reasonable manner and in compliance with all Laws of any governmental or other regulatory entity (including the Americans with Disabilities Act) and all covenants, restrictions, and provisions of record, whether presently in effect or subsequently adopted and whether or not in the contemplation of the Parties.

12. Maintenance. At its expense, Daly City will repair and maintain the Easement Areas as to wear and tear caused by the proportionate use of the Easement Areas by Daly City and its Agents, in San Francisco's sole determination, but not the wear and tear caused by the use of the Easement Areas by others.

13. Construction and Ownership of Project Improvements. The Parties acknowledge that the Project Improvements, once constructed by Daly City within the Easement Areas in accordance with the plans and specifications that have been approved by City and are on file with the SFPUC's San Francisco Water Division ("**Approved Plans**"), will belong to Daly City. Subject to the terms and conditions of this Easement Deed, at its sole cost and expense, Daly City may construct or cause the construction of modifications, additions, or replacements of such Project Improvements and will, at its sole cost and expense, maintain the Project Improvements in good, safe condition and repair.

14. Approval of Daly City's Approved Plans. Daly City will construct and install the Project Improvements in the Easement Areas, including modifications, additions, or replacements to the Project Improvements, in strict accordance with the Approved Plans (including drawings) approved in advance and in writing by San Francisco. Any Approved Plans may be revised or amended only with San Francisco's prior written approval, at its sole discretion, after the SFPUC's Bureau of Environmental Management has determined that no further environmental review is required by CEQA as a result of any such revision or amendment. San Francisco's consent to or approval of any improvements, equipment, or fixtures will not relieve Daly City or its Agents from any liability for negligence, errors, or omissions associated with the design and construction of the Project Improvements. In no event will San Francisco's approval of the Approved Plans or any future revisions or amendments to the Approved Plans be deemed to constitute a representation or warranty by San Francisco concerning the suitability of the improvements, equipment, or fixtures for Daly City's purposes or that the work called for in the Approved Plans complies with applicable Laws or industry standards nor will such approval release Daly City from Daly City's obligation to supply plans and specifications that conform to any applicable Laws, including building codes, and industry standards. Within ninety (90) calendar days following final completion of any work performed under this Easement Deed, Daly City shall provide the SFPUC with as-built drawings to confirm the location of Daly City's Project Improvements.

15. Permits and Approvals. Before beginning any work in the Easement Areas, Daly City will obtain all permits, licenses, and approvals (collectively, "**Approvals**") of all regulatory agencies and other third parties that are required to commence, complete, and maintain the permitted work. Promptly upon receipt of such Approvals, Daly City will deliver copies of them to the SFPUC. Daly City recognizes and agrees that no approval by San Francisco or the SFPUC for purposes of Daly City's work under this Easement Deed will be deemed to constitute the approval of any federal, state, or local regulatory authority with jurisdiction, and nothing in this Easement Deed will limited Daly City's obligation to obtain all such regulatory Approvals required by Laws, at Daly City's sole cost.

16. Cooperation with the SFPUC. Daly City and its Agents will cooperate with San Francisco or SFPUC personnel to minimize any potential disruption (even if temporary) of San Francisco's facilities in, under, on, or about the Easement Areas and the SFPUC's use thereof.

17. Restoration of Easement Areas. Immediately following completion of any work permitted under this Easement Deed, Daly City will remove all debris and any excess dirt, repair any damaged caused to the SFPUC's facilities and adjacent property, and place the Easement Areas in the condition reflected in the Approved Plans. Any area that is not slated for modification in the Approved Plans, but altered by the work, will be returned to pre-work condition, to San Francisco's reasonable satisfaction.

18. Notices. Any notice, consent, or approval required or permitted to be given under this License will be in writing and will be given by **(a)** hand delivery, against receipt, **(b)** reliable next business day courier service that provides confirmation of delivery, or **(c)** United States registered or certified mail, postage prepaid, return receipt required, and addressed as follows (or to such other address as either party may from time to time specify in writing to the other upon five (5) days' prior, written notice in the manner provided above):

San Francisco or the SFPUC:
Real Estate Services Division
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 10th Floor
San Francisco, California 94102
Attn: Real Estate Director
Re: Vista Grande Sale of Easements, Daly City

with a copy to:
Office of the City Attorney of San Francisco
1 Dr. Carlton B Goodlett Place
San Francisco, California 94012
Attn: Real Estate/Finance Team
Re: Vista Grande Sale of Easements, Daly City

Daly City:
Department of Water and Wastewater
City of Daly City
153 Lake Merced Blvd
Daly City, CA 94015
Attn: Director
Re: Vista Grande Tunnel Easements

with a copy to:
City of Daly City
33 90th Street, Third Floor
Daly City, CA 94015
Attn: City Attorney
Re: Vista Grande Tunnel Easements

A properly addressed notice transmitted by one of the foregoing methods will be deemed received upon the confirmed date of delivery, attempted delivery, or rejected delivery, whichever occurs first. Any e-mail addresses, telephone numbers, or facsimile numbers provided by one party to the other will be for convenience of communication only; neither party may give official or binding notice orally or by e-mail or facsimile. The effective time of a notice will not be affected by the receipt, prior to receipt of the original, of an oral notice or an e-mail or telefacsimile copy of the notice.

19. Successors and Assigns. The Easements and the ancillary rights granted by San Francisco in this Easement Deed are granted to Daly City in gross, with the Property serving as the servient tenement and without any particular dominant tenement benefiting from the Easements. The provisions of this Easement Deed will run with the land, burden the Easement Areas, and inure to the benefit of and bind the respective successors and assigns of San Francisco and Daly City.

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

21. General Provisions. **(a)** This Easement Deed may be amended or modified only by a writing signed by San Francisco and Daly City. **(b)** No waiver by any party of any of the provisions of this Easement Deed will be effective unless in writing and signed by an officer or other authorized representative of such party, and only to the extent expressly provided in such written waiver. **(c)** All approvals and determinations of San Francisco requested, required, or permitted under this Easement Deed may be made by the General Manager of the SFPUC. **(d)** This instrument (including the attached exhibits) contains the entire agreement between the Parties with regard to the Easements and all prior written or oral negotiations, discussions, understandings, and agreements are merged into this Easement Deed. **(e)** The section and other headings of this Easement Deed are for convenience of reference only and will be disregarded in the interpretation of this Easement Deed. **(f)** Time is of the essence. **(g)** This Easement Deed will be governed by California law and San Francisco's Charter and Administrative Code. **(h)** The obligations of Daly City under this Easement Deed will be joint and several. **(i)** This Easement Deed has been drafted through a cooperative effort of San Francisco and Daly City, and both Parties have had an opportunity to have this Easement Deed reviewed and revised by legal counsel. No party will be considered the drafter of this Easement Deed, and no presumption or rule that an ambiguity will be construed against the party drafting the clause will apply to the interpretation or enforcement of this Easement Deed. **(j)** Use of the word "including" or similar words will not be construed to limit any general term, statement, or other matter in this Easement Deed, whether or not language of non-limitation, such as "without limitation," "but not limited to," or similar words, are used. **(k)** Notwithstanding anything to the contrary contained in this Easement Deed, San Francisco acknowledges and agrees that no officer or employee of San Francisco has authority to commit San Francisco to this Easement Deed unless and until a resolution approving this Easement Deed of San Francisco's Public Utilities Commission and San Francisco's Board of Supervisors and Mayor will have been duly adopted and approved. Therefore, any obligations or liabilities of San Francisco under this Easement Deed are contingent upon enactment of such a resolution and/or ordinance, and this Easement Deed will be null and void if San Francisco's SFPUC, Board of Supervisors and Mayor do not approve this Easement Deed, at their respective sole discretion. **(l)** This Easement Deed shall be recorded in the Official Records of the City and County of San Francisco, California.

[SIGNATURES ON FOLLOWING PAGE]

Executed as of this _____ day of _____, 202_.

SAN FRANCISCO:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
SARAH R. OERTH
Director of Property

Date: _____

RECOMMENDED:

By: _____
Dennis J. Herrera, General Manager
San Francisco Public Utilities Commission

Date: _____

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

By: _____
Nancy Taylor
Deputy City Attorney

DESCRIPTIONS CHECKED/APPROVED:

By: _____
R. Edward Peterson
Chief Surveyor

DALY CITY:

CITY OF DALY CITY
a California municipal corporation

By: _____
THOMAS J. PICCOLOTTI
City Manager

Date: _____

APPROVED AS TO FORM

ROSE ZIMMERMAN, City Attorney

By _____
Rose Zimmerman
City Attorney

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

State of California)
) ss
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit 1

Description of the Property

All that certain real property located in the County of San Francisco, State of California, described as follows:

[see attached]

of Lawton Street 94.683 feet to the intersection thereof with the westerly line of Locksley Avenue (formerly Serpentine Road); thence along said westerly line of Locksley Avenue the following courses and distances, to-wit: south 8° 31′ east 44.876 feet; south 10° 24′ east 176.093 feet; south 15° 22′ east 270.661 feet; south 6° 02′ east 66.142 feet; thence south 43° 06′ 13″ west 72.898 feet to the intersection of said westerly line of Locksley Avenue with the northerly line of Moraga (formerly "M") Street; thence south 86° 45′ west along said northerly line of Moraga Street 127.994 feet to the intersection thereof with the easterly line of Seventh Avenue; thence north 3° 15′ west along said easterly line of Seventh Avenue 600.42 feet to the intersection thereof with the southerly line of Lawton Street and the point of commencement.

Being all of Outside Lands Block No. 859.

Parcel 52:

Commencing at the point of intersection of the northerly line of Lawton (formerly "L") Street with the easterly line of Seventh Avenue, and running thence north 86° 45′ east along said northerly line of Lawton Street 81.594 feet to the intersection thereof with the westerly line of Locksley Avenue (formerly Serpentine Road); thence along said westerly line of Locksley Avenue north 19° 46′ west 124.718 feet; thence north 3° 54′ 48″ east 91.208 feet; thence north 22° 36′ 31″ east 39.93 feet; thence leaving said westerly line of Locksley Avenue south 86° 45′ west 75 feet, more or less, to the easterly line of Seventh Avenue; thence along said easterly line of Seventh Avenue south 3° 15′ east 245 feet, more or less, to the intersection thereof with the northerly line of Lawton Street and the point of commencement.

Being a portion of Outside Lands Block No. 774.

Parcel 53:

Commencing at a point on the westerly line of Seventh Avenue distant thereon 13 feet 11 inches northerly from the northerly line of Lawton (formerly "L") Street; running thence along said westerly line of Seventh Avenue north 3° 15′ west 211 feet 1 inch to the intersection thereof with the southerly line of school property of the City and County of San Francisco; thence along the southerly line of said school lot south 86° 45′ west 83 feet, more or less, to the intersection thereof with the westerly boundary line of the original Winter Tract; thence along said westerly line of said Winter Tract due south 207 feet, more or less, and thence due east 94 feet 1 inch to the westerly line of Seventh Avenue and the point of commencement.

Being a portion of Outside Lands Block No. 775.

Parcel 54:

Commencing at the point of intersection of the southerly line of Ortega (formerly "O") Street with the westerly boundary line of the original Winter Tract, said point being distant along said southerly line of Ortega Street north 86° 45′ east 26 feet, more or less, from the easterly line of Eighth Avenue; running thence north 86° 45′ east 7 feet, more or less, to the northwesterly boundary line of the San Miguel Rancho; thence along said Rancho line south 18° 32′ west 18.5 feet, more or less, to the intersection thereof with said westerly boundary line of said Winter Tract; thence along said last mentioned line due north 18 feet, more or less, to the southerly line of Ortega Street and the point of commencement.

Being a portion of Outside Lands Block No. 952.

Parcel 55: Lake Merced Tract.

The following described parcel of land situate partly within the

City and County of San Francisco and partly within the County of San Mateo in the State of California, to-wit:

Beginning at the point of intersection of the southerly line of Sloat Boulevard with the center line of 36th Avenue if said center line be produced southerly along its present course, and running thence along the southerly extension of said center line south 3° 02′ 50″ east 1700 feet; thence on a circular curve to the left with a radius of 100 feet and a central angle of 90°, a distance of 157.08 feet; thence north 86° 57′ 10″ east 412.35 feet to a point on the arc of a curve with a radius of 300 feet, at which point the tangent to said curve bears north 54° 15′ 30″ east; thence northeasterly along the arc of said curve with a central angle of 22° 56′ 30″, a distance of 120.13 feet; thence north 31° 19′ east 311.01 feet; thence on a curve to the right with a radius of 320 feet and a central angle of 69° 50′ a distance of 390.02 feet; thence south 78° 51′ east 83.63 feet; thence on a curve to the right with a radius of 200 feet and a central angle of 74° 50′, a distance of 261.22 feet; thence south 4° 01′ east 45.27 feet; thence on a curve to the right with a radius of 290 feet and a central angle of 26° 40′, a distance of 134.97 feet; thence on a curve to the left with a radius of 125 feet and a central angle of 145° 26′, a distance of 317.29 feet; thence north 57° 13′ east 341.57 feet; thence on a curve to the right with a radius of 340 feet and a central angle of 21° 07½′, a distance of 125.36 feet; thence north 78° 20½′ east 247.25 feet; thence on a curve to the right with a radius of 320 feet and a central angle of 39° 24′, a distance of 220.05 feet; thence south 62° 15½′ east 132.79 feet; thence on a curve to the right with a radius of 130 feet and a central angle of 129° 06′, a distance of 292.92 feet; thence south 66° 50½′ west 166.29 feet; thence on a curve to the left with a radius of 125 feet and a central angle of 68° 42′, a distance of 149.88 feet; thence south 1° 51½′ east 25.16 feet; thence on a curve to the left with a radius of 200 feet and a central angle of 55° 08′, a distance of 192.45 feet; thence south 56° 59½′ east 194.26 feet; thence on a curve to the right with a radius of 400 feet and a central angle of 25°, a distance of 174.53 feet; thence south 31° 59½′ east 89.25 feet; thence on a curve to the left with a radius of 800 feet and a central angle of 11° 50′, a distance of 165.22 feet; thence south 43° 49½′ east 51.56 feet; thence on a curve to the left with a radius of 250 feet and a central angle of 38° 50′, a distance of 169.44 feet; thence south 82° 39½′ east 44.63 feet; thence on a curve to the right with a radius of 200 feet and a central angle of 54° 04′, a distance of 188.73 feet; thence south 28° 35½′ east 36.54 feet; thence on a curve to the left with a radius of 300 feet and a central angle of 27° 30′, a distance of 143.99 feet; thence south 56° 05½′ east 45.63 feet; thence on a curve to the right with a radius of 150 feet and a central angle of 130° 30′, a distance of 341.65 feet; thence south 74° 24½′ west 247.35 feet; thence on a curve to the right with a radius of 300 feet and a central angle of 41° 40′, a distance of 218.17 feet; thence north 63° 55½′ west 156.34 feet; thence on a curve to the left with a radius of 300 feet and a central angle of 116° 07′, a distance of 607.99 feet; thence south 0° 02½′ east 1887.27 feet; thence on a curve to the left with a radius of 500 feet and a central angle of 23° 30′, a distance of 205.08 feet; thence south 23° 32½′ east 42.76 feet; thence on a curve to the right with a radius of 500 feet and a central angle of 23° 30′, a distance of 205.08 feet; thence south 0° 02½′ east 734.68 feet; thence on a curve to the left with a radius of 200 feet and a central angle of 89° 58½′, a distance of 314.07 feet to Point No. 47 hereinafter referred to; thence north 89° 59′ east 1706.53 feet; thence on a curve to the left with a radius of 200 feet and a central angle of 72° 10′, a distance of 251.91 feet; thence north 17° 49′ east 55.78 feet; thence on a curve to the right with a radius of 125 feet and a central angle of 81° 54′, a distance of 178.68 feet; thence south 80°

17′ east 627.77 feet; thence on a curve to the right with a radius of 550 feet and a central angle of 31° 30′, a distance of 302.38 feet; thence south 48° 47′ east 17.81 feet; thence on a curve to the right with a radius of 100 feet and a central angle of 97° 57′, a distance of 170.95 feet; thence south 49° 10′ west 105.57 feet; thence on a curve to the left with a radius of 125 feet and a central angle of 80° 40′, a distance of 175.99 feet; thence south 31° 30′ east 217.30 feet; thence on a curve to the left with a radius of 125 feet and a central angle of 61° 30′, a distance of 134.17 feet; thence north 87° east 287.95 feet; thence south 74° 49½′ east 503.42 feet to a point in the easterly boundary of the Rancho Laguna de la Merced; thence along said boundary south 0° 15′ east 268.08 feet to a point which is distant along said boundary 1530.44 feet northerly from a granite monument set at the intersection thereof with the boundary line between the City and County of San Francisco and the County of San Mateo; thence the following courses and distances: north 74° 33½′ west 354.95 feet to Point No. 63 hereinafter referred to in the description of Parcel 60; north 80° 23½′ west 568.05 feet; south 75° 36½′ west 266.00 feet; south 86° 36½′ west 146.00 feet; north 54° 23½′ west 101.00 feet; north 66° 13½′ west 160.00 feet; north 65° 28½′ west 344.00 feet; north 72° 41½′ west 97.00 feet; south 82° 18½′ west 229.00 feet; north 69° 41½′ west 173.00 feet; north 86° 21½′ west 315.00 feet; south 63° 58½′ west 108.00 feet; south 5° 21½′ east 282.00 feet; north 86° 51½′ west 195.00 feet; north 42° 31½′ west 305.00 feet; north 80° 01½′ west 282.00 feet; north 89° 01½′ west 321.00 feet to Point No. 79 hereinafter referred to; south 29° 58½′ west 105.00 feet; south 13° 13½′ west 535.00 feet; south 3° 33½′ west 628.00 feet; south 19° 56½′ east 285.00 feet; south 3° 16½′ east 352.00 feet; south 39° 46½′ east 107.00 feet; south 82° 01′ east 90.14 feet to Point No. 86 hereinafter referred to, which point is in the boundary line between the City and County of San Francisco and the County of San Mateo distant thereon 3659.07 feet westerly from a granite monument set at the intersection thereof with the easterly line of the Rancho Laguna de la Merced; thence the following courses and distances: south 0° 01½′ east 610.63 feet to Point No. 87, hereinafter referred to; thence south 5° 26½′ east 400 feet; thence south 15° 26½′ east 400 feet; south 6° 25½′ west 838.00 feet; south 88° 45½′ west 532.00 feet; north 34° 19½′ west 430.00 feet; north 4° 40′ west 977.67 feet; north 0° 02′ west 617.78 feet to Point No. 94, hereinafter referred to; thence north 58° 30′ west 555.05 feet to a point in the boundary line between the City and County of San Francisco and the County of San Mateo, distant 342.37 feet easterly from a granite monument in said boundary line; thence north 58° 30′ west 39.42 feet; thence on a curve to the right with a radius of 730 feet and a central angle of 49° 45½′, a distance of 633.97 feet; thence north 8° 44½′ west 188.53 feet; thence on a curve to the left with a radius of 200 feet and a central angle of 11° 05′, a distance of 38.69 feet; thence north 19° 49½′ west 333.18 feet; thence on a curve to the left with a radius of 110 feet and a central angle of 61° 37½′, a distance of 118.31 feet; thence north 81° 27′ west 76.59 feet; thence on a curve to the right with a radius of 370 feet and a central angle of 50° 09½′, a distance of 323.91 feet; thence north 31° 17½′ west 890.93 feet; thence on a curve to the left with a radius of 200 feet and a central angle of 17° 00½′, a distance of 59.36 feet; thence north 48° 18′ west 416.66 feet; thence on a curve to the right with a radius of 200 feet and a central angle of 21° 00′, a distance of 73.30 feet; thence north 27° 18′ west 297.68 feet; thence north 27° 18′ west 14.22 feet; thence on a curve to the left with a radius of 300 feet and a central angle of 41° 56′, a distance of 219.56 feet; thence north 69° 14′ west 699.64 feet; thence on a curve to the right with a radius of 1000 feet and a central angle of 16° 12½′, a distance of 282.89 feet; thence north 53° 01½′ west 434.46 feet; thence on a curve to the right with a radius of 500 feet

and a central angle of 56° 03′, a distance of 489.13 feet; thence north 3° 01½′ east 232 feet; thence on a curve to the left with a radius of 400 feet and a central angle of 34° 09′, a distance of 238.41 feet; thence north 31° 07½′ west 127.85 feet; thence on a curve to the right with a radius of 200 feet and a central angle of 16° 06′, a distance of 56.20 feet; thence north 15° 01½′ west 89.06 feet; thence on a curve to the left with a radius of 300 feet and a central angle of 25° 03′, a distance of 131.16 feet; thence north 40° 04½′ west 297.11 feet; thence on a curve to the left with a radius of 300 feet and a central angle of 2° 23′, a distance of 12.48 feet; thence north 42° 27½′ west 417.45 feet; thence on a curve to the right with a radius of 285 feet and a central angle of 42° 10′, a distance of 209.74 feet; thence on a curve to the left with a radius of 675 feet and a central angle of 18°, a distance of 212.06 feet; thence north 18° 17½′ west 277.73 feet; thence on a curve to the right with a radius of 400 feet and a central angle of 19° 59′, a distance of 139.51 feet; thence north 1° 41½′ east 196.11 feet; thence on a curve to the right with a radius of 200.20 feet and a central angle of 37° 48′, a distance of 132.07 feet; thence on a curve to the left with a radius of 370 feet and a central angle of 34° 30′, a distance of 222.79 feet; thence north 4° 59½′ east 55 feet to Point No. 129, hereinafter referred to, which point is south 85° 00½′ east 50 feet from the southeast corner of the United States Life Saving Station Tract; thence south 85° 00½′ east 50 feet; thence north 4° 59½′ east 1040.77 feet; thence north 3° 01′ west 63.41 feet; thence on a curve to the right with a radius of 400 feet and a central angle of 66° 46′, a distance of 466.12 feet; thence north 63° 45′ east 934.65 feet; thence on a curve to the right with a radius of 200 feet and a central angle of 81° 28′ 30″, a distance of 284.40 feet; thence south 34° 46′ 30″ east 905.42 feet; thence on a curve to the left with a radius of 200 feet and a central angle of 66° 26′ 30″, a distance of 231.92 feet; thence north 78° 47′ east 305.13 feet; thence on a curve to the left with a radius of 100 feet and a central angle of 81° 49′ 50″, a distance of 142.82 feet to a point on the southerly extension of the center line of 37th Avenue; thence along said last mentioned extension north 3° 02′ 50″ west 1444.29 feet to the southerly line of Sloat Boulevard; thence easterly along said southerly line of Sloat Boulevard 310.26 feet to the point of commencement. Containing 811.13 acres.

All bearings in the foregoing description of Parcel 55 have been computed on the assumption that the boundary line between the City and County of San Francisco and the County of San Mateo runs due east and west.

As incident and appurtenant to the lands herein described as Parcel 55, the Water Company hereby gives and grants to the City the following temporary rights, privileges or easements in, over and upon the lands retained by the Water Company, or in, over and upon other lands adjoining or in the immediate vicinity of said parcel, to-wit:

1. The right to use, in common with the Water Company and others, the existing road known as the "Golf Club Road," extending from Junipero Serra Boulevard in a general westerly direction to the easterly boundary of Parcel 55, until such time as the City shall have access from Junipero Serra Boulevard to the portion of said Golf Club Road now existing within said parcel by means of other streets or roads hereafter constructed by the Water Company or its successors in interest.

2. The right to operate, maintain and repair the existing surface drainage ditch and appurtenances in the northeasterly portion of the Lake Merced lands retained by the Water Company; until such time as said portion shall be subdivided and streets are laid out through the same, after which time said drainage ditch and appurtenances shall be removed by the City.

There are expressly excepted from this grant of Parcel 55 and reserved to the Water Company, its successors and assigns, the following rights and easements, to-wit:

1. The right to use for roadway purposes the present constructed road known as the "Golf Club Road," commencing on the easterly boundary of said Parcel 55 at a point approximately 50 feet southwesterly from Point No. 79 thereof, and running southerly and southwesterly along its present course to the westerly boundary of Parcel 55 at a point distant approximately 307 feet southerly from Point No. 94 thereof.

2. The right to use for roadway purposes the present constructed road commencing on the easterly boundary of Parcel 55 near Point No. 47 thereof and running southwesterly and southerly along its present course to its intersection with the "Golf Club Road."

3. A right of way easement 50 feet wide for a road to be constructed from the easterly boundary of Parcel 55, between Points Nos. 86 and 87 thereof, in a northwesterly direction to an intersection with the "Golf Club Road" near the northeasterly end of the dam dividing the so-called settling pond from South Lake Merced.

4. A right of way easement 50 feet wide for a road to connect that portion of the Lake Merced lands lying immediately north of the easterly extension of said Parcel 55 along Ocean View Gulch with any road the City may hereafter establish and construct along said gulch.

5. Right of way easements, each 80 feet wide, for not more than three roads or streets to extend easterly and westerly across that portion of Parcel 55 which extends northerly to Sloat Boulevard between the center lines of 36th and 37th Avenues produced southerly.

6. The right to construct, maintain, operate, use, repair, enlarge, relay and reconstruct such water pipes, sewers, telephone and power lines across the easterly extension of Parcel 55 along Ocean View Gulch and also across the northerly extension of said Parcel 55 which lies between the center lines of 36th and 37th Avenues produced southerly, as may be necessary for the proper development of the property retained by the Water Company and lying on either side of said extensions.

It is expressly understood between the parties hereto that the location and type of construction of said roads, water pipes, sewers, telephone and power lines, across any portions of said Parcel 55, easements for which are herein reserved to the Water Company, shall be subject to the approval of the City Engineer or other governing authority of the City; but, if for any reason the City and the Water Company shall not be able to agree with reference to said location and type of construction, then the matters upon which no agreement has been reached shall be submitted to three arbitrators, one of whom shall be selected by the City Engineer or other governing authority of the City, one by the Water Company and the third by the two other arbitrators, and the decision of any two of the three arbitrators shall be binding upon each of the parties hereto.

There is expressly reserved to the Water Company, its successors and assigns the right to receive water and water service at legally established rates for use upon any of the lands commonly known as Lake Merced lands which are retained by the Water Company, from water mains now in existence or which may hereafter be constructed through or across any of said Lake Merced lands retained by the Company or hereby conveyed to the City; provided, however, that the particular locations and types of connections with such water mains and the particular mains with which such connections shall be made, shall first be approved by the City Engineer or other governing authority of the City.

This conveyance of Parcel 55 is made subject to certain easements or rights granted or agreed to be granted by the Water Company, which are contained and set forth in those certain deeds and agreements hereinafter specified, which, insofar as they are recited as recorded are recorded in the office of the Recorder of the City and County of San Francisco, to-wit:

1. To San Francisco Golf and Country Club by deed dated February 17, 1916, and recorded February 18, 1916, in Book 911 of Deeds at page 341; by deed dated February 18, 1921, and recorded January 3, 1923, in Book 636, Official Records, at page 187; by deed dated March 12, 1928, and recorded April 4, 1928, in Book 1633, Official Records, at page 424; and by Agreement of Sale dated October 7, 1929, and acknowledged on behalf of the Water Company before O. A. Eggers, Notary Public, October 9, 1929.

2. To Lakeside Golf Club by deed dated October 5, 1916, and recorded October 27, 1916, in Book 982 of Deeds at page 17, and also recorded in San Mateo County on November 16, 1916, in Book 258 of Deeds at page 304.

3. To the State of California by deed dated October 17, 1921, and recorded January 14, 1922, in Book 435, Official Records, at page 7; and by deed dated July 14, 1922, and recorded August 31, 1922, in Book 530, Official Records, at page 143.

4. To Pacific Gas and Electric Company by deed dated August 3, 1925, and recorded August 14, 1925, in Book 1116, Official Records, at page 352.

5. To The Olympic Club by deed dated February 1, 1923, and recorded June 13, 1923, in Book 725, Official Records, at page 75, also recorded in the County of San Mateo on June 1, 1923, in Book 79, Official Records, at page 117, and by deed dated March 18, 1929, and acknowledged on behalf of the Water Company before O. A. Eggers, Notary Public, March 18, 1929.

6. To Lake Merced Golf and Country Club by deed dated April 20, 1929, and acknowledged on behalf of the Water Company before Mabel C. Spence, Notary Public, April 20, 1929.

Said Parcel 55 is also subject to a certain written lease executed by the Water Company to Pacific Gas and Electric Company and the Pacific Telephone and Telegraph Company dated November 6, 1926, providing for the construction and maintenance of a line for power and telephone service purposes; and is also subject to a certain revocable license granted by the Water Company to the Pacific Gas and Electric Company by written instrument dated April 22, 1925, for street lighting purposes.

The Water Company also hereby grants to the City as appurtenant to the lands described as Parcel 55, and for the purpose of protecting and augmenting the waters and water sources of Lake Merced, and also for the purpose of facilitating the supply and distribution of water to consumers in the City and County of San Francisco and vicinity, all those certain rights relating to the construction, maintenance, operation, use and repair of existing or future pipe lines or other utility structures and to the use of the subterranean waters reserved or to be reserved by the Water Company, together with the right to enforce those certain sanitary restrictions imposed for the benefit of adjoining lands of the Water Company, including the lands hereby conveyed to the City, contained or set forth in any of the foregoing instruments described above as three deeds and agreement of sale to San Francisco Golf and Country Club dated, respectively, February 17, 1916; February 18, 1921; March 12, 1928, and October 7, 1929; a deed to Lakeside Golf Club dated October 5, 1916; two deeds to The Olympic Club dated, respectively, February 1, 1923, and March 18, 1929, and a deed to Lake Merced Golf and Country Club dated April 20, 1929; also the rights reserved to the Water

Company in three deeds to Joint Highway District No. 10 of the State of California dated November 14, 1929, and recorded November 25, 1929, one in Book 499 at page 1, another in Book 501 at page 1, and the third in Book 502 at page 1, Official Records of San Mateo County; also the right to exercise and use jointly with the Water Company, those certain rights and privileges reserved to the Company in said two deeds to the State of California dated, respectively, October 17, 1921, and July 14, 1922.

As appurtenant to the lands described in said Parcel 55, there is also conveyed to the City all subterranean waters under the Lake Merced Ranch lands retained by the Water Company and surrounding or in the immediate vicinity of said Parcel 55; provided, however, that there is expressly reserved to the Water Company, and its successors in interest to all or any part of the said situated and retained lands, the right to drill new wells for and to take water from such new wells or from existing wells situate within the limits of the said retained lands for domestic or other use upon such retained lands, or upon the part or parts thereof upon which are located the well or wells from which the particular water is obtained in the event different parts of the said retained lands should ever be owned severally by more than one successor in interest to the Water Company, but not for use elsewhere.

The Water Company grants to the City the right to enter upon the lands retained by the Company for the purpose of repairing, renewing or relaying any parts or portions of the existing Vista Grande sewer; and the City, by the acceptance of this deed of conveyance, assumes the obligations of the Water Company expressed in that certain written agreement dated November 30, 1907, between the Spring Valley Water Company, as party of the first part, and Ocean View Land and Improvement Company, and others, as parties of the second part, relating to the repair and maintenance of said sewer, but does not hereby assume any obligation of the Water Company under said agreement, if any such obligation exists, to enlarge said sewer.

The Water Company also grants to the City, as appurtenant to said Parcel 55, the right to enforce, either separately or jointly with the Water Company, those certain conditions pertaining to sanitary control of the Lake Merced lands embodied in paragraphs "d," "e," "g" and "h" of that certain deed for a surface right of way made by Spring Valley Water Company to Ocean Shore Railway Company dated September 15, 1909, and recorded July 3, 1914, in the office of the Recorder of the City and County of San Francisco in Book 788 of Deeds, page 356; and also the right reserved to the Water Company in said deed to construct or lay water mains across that portion of said surface right of way which lies within the tract of land known as the Lake Merced Golf and Country Club lands.

As a part of the consideration for the sale by the Water Company and the purchase by the City of the lands described in said Parcel 55, the Water Company agrees that no buildings shall ever be permitted upon the following described strip of land, and that said strip of land shall never be used for any purpose other than roadways, parks or gardens, golf courses, or play grounds:

A strip of land having a uniform width of 150 feet measured southwesterly at right angles from the southwesterly boundary of Parcel 55 of lands within the City and County of San Francisco and extending from the southerly line of said City and County in a general northwesterly direction to the boundary line of the United States Military Reservation known as Fort Funston; and continuing thence with a width of 50 feet between the southwesterly and westerly boundary of said Parcel 55 and the northeasterly and easterly boundary of said Military Reservation to Point No. 129 of the survey of said boundary of Parcel No. 55.

In the event of the sale by the Spring Valley Water Company of any portion of the land contained within said strip, the above conditions and restrictions shall be made forever binding upon the parties to whom said land may be sold and upon their successors in interest.

The following described lots, pieces or parcels of land situate wholly within the City and County of San Francisco, State of California:

Parcel 56: Central Pump Station Lot.

Commencing at the point of intersection of the southerly line of Sloat Boulevard with the easterly line of Twenty-third Avenue, if said line of Twenty-third Avenue be produced southerly along its present course; and running thence southerly along said easterly line of Twenty-third Avenue produced 660 feet; thence at an angle of 90° 00½′ to the left 400 feet; thence at an angle of 89° 59½′ to the left and parallel to said easterly line of Twenty-third Avenue 657.39 feet to the southerly line of Sloat Boulevard; thence westerly along said line of Sloat Boulevard at an angle of 88° 44½′ to the left 118 feet to a post set at an angle therein and marked B-8; thence at an angle of 1° 16′ to the left and continuing along said line of Sloat Boulevard 282.03 feet to the easterly line of Twenty-third Avenue produced as aforesaid and the point of commencement. Containing 6.057 acres.

Parcel 57-A: Strip along Junipero Serra Boulevard, North of Ocean View Gulch.

Beginning at the intersection of the easterly line of the Rancho Laguna de la Merced with the southerly line of Ocean Avenue and running thence along said line of said Rancho, at an angle of 64° 53′ 16″ from said southerly line of Ocean Avenue, south 2° 35′ west 230.19 feet; thence leaving said Rancho line south 89° 40′ east 10.01 feet; thence south 2° 35′ west 712.16 feet; thence north 87° 25′ west 10 feet to said Rancho line; thence along said Rancho line south 2° 35′ west 340.30 feet; thence leaving said Rancho line south 87° 25′ east 10.00 feet; thence south 2° 35′ west 2207.96 feet; thence south 89° 37′ west 10.01 feet to said Rancho line; thence along said Rancho line south 2° 35′ west 1565.48 feet to an angle therein; thence leaving said Rancho line south 16° 23′ east 1438.32 feet to the intersection of said easterly line of said Rancho with the northerly line of the tract hereinabove described as Parcel No. 55; thence along said line of Parcel No. 55, north 74° 49½′ west 23.47 feet to the southeasterly corner of that certain tract of land described as Parcel 4 in a deed from Spring Valley Water Company to City and County of San Francisco dated May 1, 1929, and recorded June 18, 1929, in Volume 1863, Official Records of the City and County of San Francisco at page 281; thence northerly along the easterly line of said Parcel 4 and the easterly line of the tract of land described as Parcel 2 in said deed; 6497.491 feet to the southerly line of Ocean Avenue aforesaid; thence south 60° 30′ east 22.43 feet along said Ocean Avenue to the point of beginning. Containing 3.66 acres.

Subject to the terms and conditions of the following instruments, to-wit:

1. Agreement covering streets and street extensions made between Spring Valley Water Company and Urban Realty Improvement Company dated June 9, 1913 and recorded July 3, 1913 in Book 39 of Covenants at page 144, City and County of San Francisco records.

2. Revocable licenses for street lighting purposes granted to Pacific Gas and Electric Company by written instruments dated respectively August 15, 1924, March 31, 1925, in amendment thereof, and April 22, 1925.

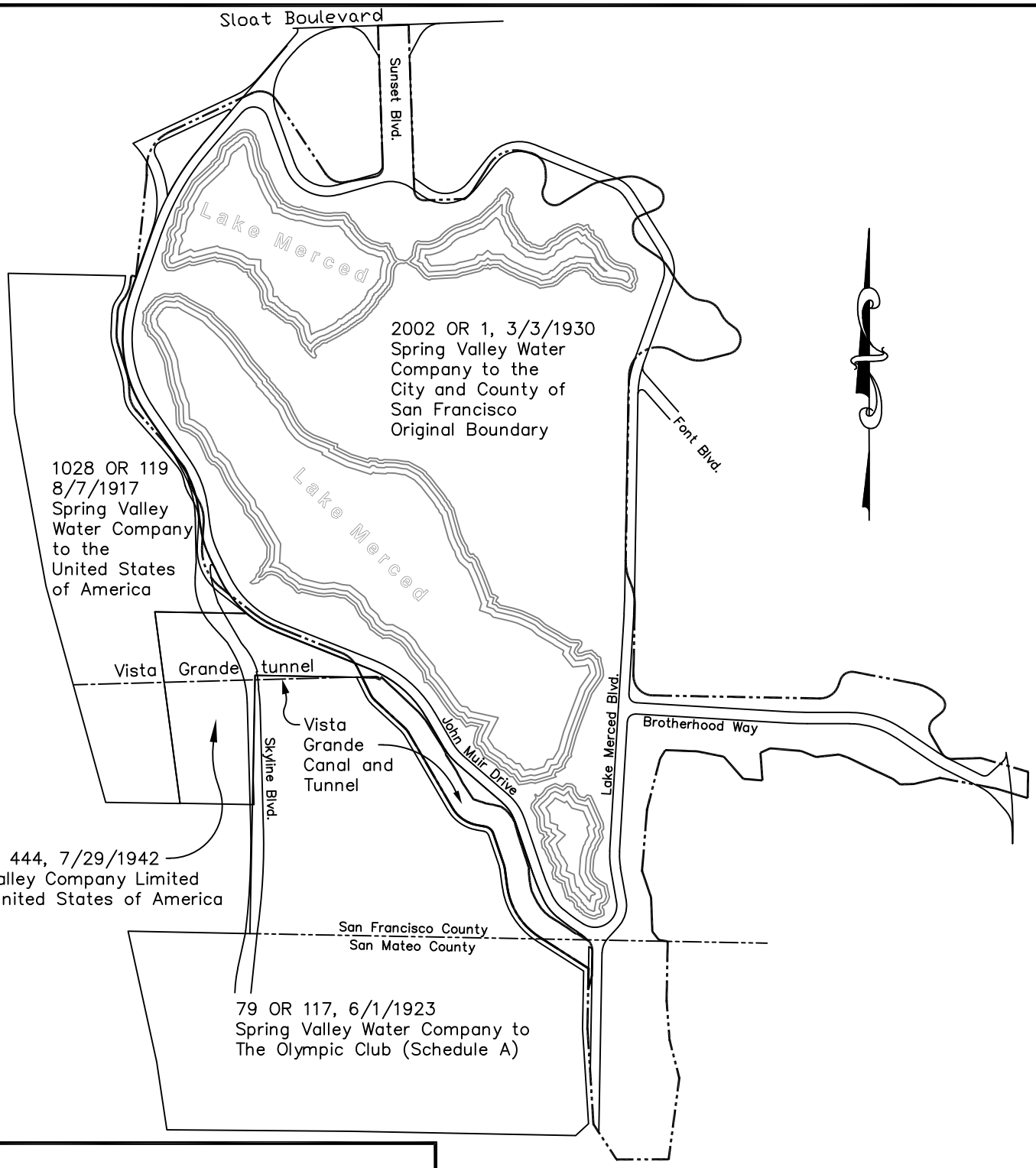
Parcel 57-B: Strip along Junipero Serra Boulevard, South of Ocean View Gulch.

Commencing on the easterly line of Rancho Laguna de la Merced at the southeasterly corner of Parcel 55 hereinbefore described; run-

Exhibit 2

Depiction of the Property

[see attached]



City and County of San Francisco

Public Utilities Commission

San Francisco Water Department

Exhibit B

SFPUC Parcel 55

(Lake Merced Tract)

2002 Official Records 1

San Francisco Lands

City and County of San Francisco

Skyline Boulevard, 435 OR 7, 1/14/1922
Spring Valley Water Company to the
State of California (as an easement)

John Muir Drive dedicated as shown on
San Francisco Dept of Public Works map
T–17–10; and recorded 9/18/1968 in
map book V page 32.

Scale: 1" = 1500'

Page 1 of 1

Date: October 22, 2025

Drawing No. 21–0005

Exhibit 3

Description and Depiction of Wetland and Stormwater Facilities Easement Area

[see attached]

October 9, 2025

LEGAL DESCRIPTION
FOR
WETLAND AND STORMWATER FACILITIES EASEMENT
CITY AND COUNTY OF SAN FRANCISCO
STATE OF CALIFORNIA

ALL THAT CERTAIN REAL PROPERTY situate in the City and County of San Francisco, State of California, said real property being a strip of land, **of varying feet in width** over a Portion of Parcel 55, "Lake Merced Tract," as described in that certain Deed from Spring Valley Water Company to the City and County of San Francisco, recorded March 3, 1930 in Book 2002 at Page 1, Official Records of the City and County of San Francisco, **SAID REAL PROPERTY** being more particularly described as follows:

COMMENCING at a point on the County Limits Line, said point being an existing City Monument (with a brass tack set in a lead plug) in a hand hole, being Monument No. 405 as depicted on that certain County Line Record of Survey Map recorded June 26, 2020, in Map Book 11 at Pages 178-200, City and County of San Francisco and recorded May 28, 2020, in Book 49 L.L.S. Maps at Pages 26-48, Records of San Mateo County;

Thence from said **POINT OF COMMENCEMENT** along the said County Limits Line, **North 88° 57' 10" West, a distance of 37.63 feet** to a point on the southwesterly Right of Way Line of John Muir Drive as depicted on that certain Official Map, Showing the Opening of John Muir Drive Between Skyline Blvd. and Lake Merced Boulevard, said Map recorded September 18, 1968, in Map Book "V," Page 32, City and County of San Francisco, said point being the **POINT OF BEGINNING** for this description;

Thence from said **POINT OF BEGINNING,** continuing along said County Limits Line, **North 88° 57' 10" West, a distance of 9.48 feet** to a point on the northeasterly line of the Lands described in that certain Quitclaim Deed from the City and County of San Francisco to The Olympic Club, said Lands as described in "Exhibit "A," Property Description, Portion of Water Department Property, Parcel 55, being a Quitclaim Deed With Restrictions, Reservation of Easements and Profit Participation Agreement, (Portion of Assessor's Lot 1, Block 7283) recorded July 23,1993, filed as Document F400735, in Reel F927, Image 0065, Official Records of the City and County of San Francisco;

Thence leaving said County Limits Line, entering said City and County of San Francisco, northwesterly, northerly, and westerly along said northeasterly line of above-mentioned, Quitclaim Deed, Doc. F400735 O.R., description, Re. F927, Im. 0065, the following thirty-eight (38) courses:

1. **North 58° 00' 02" West, a distance of 121.23 feet** (North 59° 04' 51" West, per said Quitclaim Deed, Doc. F400735 O.R., description),
2. **North 84° 06' 18" West, a distance of 14.44 feet** (North 85° 11' 07" West, 14.44 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
3. **North 55° 29' 55" West, a distance of 126.21 feet** (North 56° 34' 44" West, 126.21, per said Quitclaim Deed, Doc. F400735 O.R., description),
4. **North 56° 56' 13" West, a distance of 97.81 feet** (North 58° 01' 02" West, 97.81 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),

5. **North 58° 42' 25" West, a distance of 84.38 feet** (North 59° 47' 14" West, 84.38 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
6. **North 50° 40' 25" West, a distance of 62.73 feet** (North 51° 45' 14" West, 62.73 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
7. **North 43° 05' 08" West, a distance of 57.66 feet** (North 44° 09' 57" West, 57.66 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
8. **North 34° 51' 39" West, a distance of 72.10 feet** (North 35° 56' 28" West, 72.10 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
9. **North 27° 53' 57" West, a distance of 50.51 feet** (North 28° 58' 46" West, 50.51 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
10. **North 25° 43' 12" West, a distance of 87.25 feet** (North 26° 48' 01" West, 87.25 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
11. **North 13° 25' 35" West, a distance of 41.12 feet** (North 14° 30' 25" West, 41.12 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
12. **North 10° 19' 22" West, a distance of 50.42 feet** (North 11° 24' 11 West, 50.42 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
13. **North 7° 11' 13" West, a distance of 70.14 feet** (North 8° 16' 02" West, 70.14 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
14. **North 2° 02' 58" West, a distance of 85.05 feet** (North 3° 07' 47" West, 85.05 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
15. **North 18° 31' 40" West, a distance of 103.04 feet** (North 19° 36' 29" West, 103.04 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
16. **North 17° 30' 26" West, a distance of 129.08 feet** (North 18° 35' 15" West, 129.08 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
17. **North 18° 15' 26" West, a distance of 89.50 feet** (North 19° 20' 15" West, 89.50 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
18. **North 16° 16' 01" West, a distance of 113.92** (North 17° 20' 50" West, 113.92 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
19. **North 14° 39' 59" West, a distance of 47.90 feet** (North 15° 44' 48" West, 47.90 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
20. **North 28° 20' 20" West, a distance of 51.45 feet** (North 29° 25' 09" West, 51.45 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
21. **North 37° 52' 13" West, a distance of 75.28 feet** (North 38° 57' 02" West, 75.28 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
22. **North 46° 49' 53" West, a distance of 36.71 feet** (North 47° 54' 42" West, 36.71 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
23. **North 55° 45' 46" West, a distance of 50.34 feet** (North 56° 50' 35" West, 50.34 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
24. **North 76° 11' 59" West, a distance of 96.91 feet** (North 77° 16' 48" West, 96.91 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
25. **North 81° 08' 40" West, a distance of 57.10 feet** (North 82° 13' 29" West, 57.10 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
26. **North 71° 07' 27" West, a distance of 53.47 feet** (North 72° 12' 16" West, 53.47 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),

27. **North 71° 49' 15" West, a distance of 85.09 feet** (North 72° 54' 04" West, 85.09 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
28. **North 33° 34' 42" West, a distance of 192.71 feet** (North 34° 39' 31" West, 192.71 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
29. **North 28° 30' 08" West, a distance of 79.48 feet** (North 29° 34' 57" West, 79.48 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
30. **North 26 31'54" West, a distance of 71.34 feet** (North 27° 36' 43" West, 71.34 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
31. **North 33° 17' 20" West, a distance of 72.88 feet** (North 34° 22' 09" West, 72.88 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
32. **North 33° 00' 57" West, a distance of 115.44 feet** (North 34° 05' 46" West, 115.44 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
33. **North 12° 23' 48" West, a distance of 27.10 feet** (North 13° 28' 37" West, 27.10 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
34. **North 29° 14' 09" West, a distance of 87.21 feet** (North 30° 18' 58" West, 87.21 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
35. **North 32° 38' 10" West, a distance of 303.52 feet** (North 33° 42' 59" West, 303.52 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
36. **North 40° 17' 20" West, a distance of 111.19 feet** (North 41° 22' 09" West, 111.19 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
37. **North 46° 37' 07" West, a distance of 347.03 feet** (North 47° 41' 56" West, 347.03 feet, per said Quitclaim Deed, Doc. F400735 O.R., description),
38. **North 47° 13' 46" West, a distance of 167.41 feet** (North 48° 18' 35" West, 167.41 feet, per said Quitclaim Deed, Doc. F400735 O.R., description) to the northeasterly-most corner of said Quitclaim Deed, Doc. F400735 O.R, said corner also being the northeasterly-most corner of Parcel 3 of Resolution No. 93-217, regarding Vista Grande Canal, said Resolution recorded August 31, 1993, and filed as Document No. 93147843, Official Records of the County of San Mateo;

Thence along the northerly line of said Quitclaim Deed, Doc. F400735 O.R, **South 42° 46' 14" West, a distance of 28.49 feet** (North 41° 41' 25" West, 28.49 feet, per said Quitclaim Deed, Doc. F400735 O.R., description), to an angle point in said northerly line, said angle point also being the northwesterly corner of said Parcel 3 (Resolution No. 93-217), said corner being common with an angle point along the northeasterly line of Parcel 2 of said Resolution No. 93-217, said Parcel 2 being an Ingress & Egress Easement, 15.00 feet in width,

Thence along said northerly line of said Quitclaim Deed (Doc. No. F400735), the following two courses:

1. **North 68° 01' 11" West, a distance of 46.73 feet,** (North 69° 06' 00" West, 46.73 feet per said Quitclaim Deed, Doc. No. F400735 O.R., description);
2. **North 88°52' 11" West, a distance of 136.20 feet,** (North 89° 57' 00" West, 136.21 feet per said Quitclaim Deed, Doc. No. F400735 O.R., description), to the northwesterly corner of said Quitclaim Deed (Doc. No. F400735), said corner being common with the general southwesterly line of the above-mentioned Parcel 55, "Lake Merced Tract," (Deed from Spring Valley Water Company to the City and County of San Francisco, recorded in Bk. 2002 O.R. Pg. 1), Official Records of the City and County of San Francisco, said point also being on the general

northeasterly line of the Lands of the Delaware Lakewood Apartments, L.L.C., as described in that certain Deed recorded July 17, 2003, and filed as Document No. 2003-H487793-00 on Reel 1431 Image 0025, Official Records of the City and County of San Francisco;

Thence along said general northeasterly line of the said Lands of the Delaware Lakewood Apartments, L.L.C. (Doc. No. 2003-H487793-00, Reel 1431 O.R. Image 0025), said line being common with the general southwesterly line of the above-mentioned Parcel 55, "Lake Merced Tract," (Bk. 2002 O.R. Pg. 1), **North 26° 13' 11" West, a distance of 20.77 feet** (North 27° 18' 00" West, per said Bk. 2002 O.R. Pg. 1);

Thence leaving last said common line, **North 88° 38' 07" East, a distance of 211.44,** to a point on the general southwesterly Right of Way Line of John Muir Drive as depicted on the above-mentioned Official Map, Showing the Opening of John Muir Drive, (Map Book "V," Page 32), said point also being the beginning of a non-tangent curve to the right, **said curve having a radius of 1150.00 feet, from said point the center of which the curve bears North 28° 16' 04" East;**

Thence southeasterly along the said general southwesterly Right of Way Line of John Muir Drive, through said non-tangent curve **having a central angle of 31°31'10," and an arc length of 632.64 feet;**

Thence continuing along said southwesterly John Muir Drive Right of Way Line, **South 30° 12' 46" East, a distance of 376.47 feet** (376.477 feet, per last said Map) **to the point of a tangent curve to the left, said curve having a radius of 550.00 feet;**

Thence southeasterly through said tangent curve **having a central angle of 19° 04' 00," and an arc length of 183.03 feet** (183.027 feet, per last said Map);

Thence **South 49° 16' 46" East, a distance of 622.90 feet** (622.900 feet, per last said Map), **to the point of a tangent curve to the right, said curve having a radius of 450.00 feet;**

Thence southerly through said tangent curve **having a central angle of 30° 30' 00," and an arc length of 239.55 feet** (239.546 feet, per last said Map);

Thence **South 18° 46' 46" East, a distance of 584.32 feet** to the point of beginning of three (3) consecutive curves to the left, the curve data having:

1. **a radius of 2050.00 feet, a central angle of 7° 19' 49," and an arc length of 262.27 feet,**
2. **a radius of 550.00 feet, a central angle of 23° 58' 12," and an arc length of 230.10 feet, and**
3. **a radius of 2050.00 feet, a central angle of 7° 19' 49," and an arc length of 262.27 feet;**

Thence continuing along said southwesterly Right of Way Line of John Muir Drive, **South 57° 24' 36" East, a distance of 73.14 feet to the point of a tangent curve to the right, said curve having a radius of 223.12 feet;**

Thence southeasterly through said tangent curve **having a central angle of 14° 40' 49," and an arc length of 57.17 feet** to the **POINT OF BEGINNING for this description.**

Containing 157,448 square feet, more or less.

END OF DESCRIPTION

The Common County Limits Line between the City and County of San Francisco and the County of San Mateo as depicted on that certain County Line Record of Survey Map recorded June 26, 2020, in Map Book 11 at Pages 178-200, City and County of San Francisco and recorded May 28, 2020, in Book 49 L.L.S. Maps at Pages 26-48, Records of San Mateo County between Monument No. 2300 (position of Original 1898, "Granite Monument"), also being Section Corner 34/35, as restored per said County Line Record of Survey Map and Monument No. 4101 (Original 1898- 8"x 8" Granite Monument with Copper Nail in a Lead Plug on the edge of The Olympic Club golf fairway), with the measured bearing of **North 88° 55' 16" West,** is being taken for the purpose of making this description.

Being a portion of Block 7283, Parcel 001 (1995), Currently: Block 7283, Parcel 004.

A plat to accompany legal description, Exhibit "B", is attached hereto and made a part hereof.

The dimensions stated in this description and accompanying Plat (Exhibit "B") are measured in ground distances.

This description was prepared by me or under my direction in October of 2025 pursuant to Sections 8725, 8726(3), and 8726(7) of the Professional Land Surveyors Act of the State of California (Business and Professions Code Sections 8700-8805).

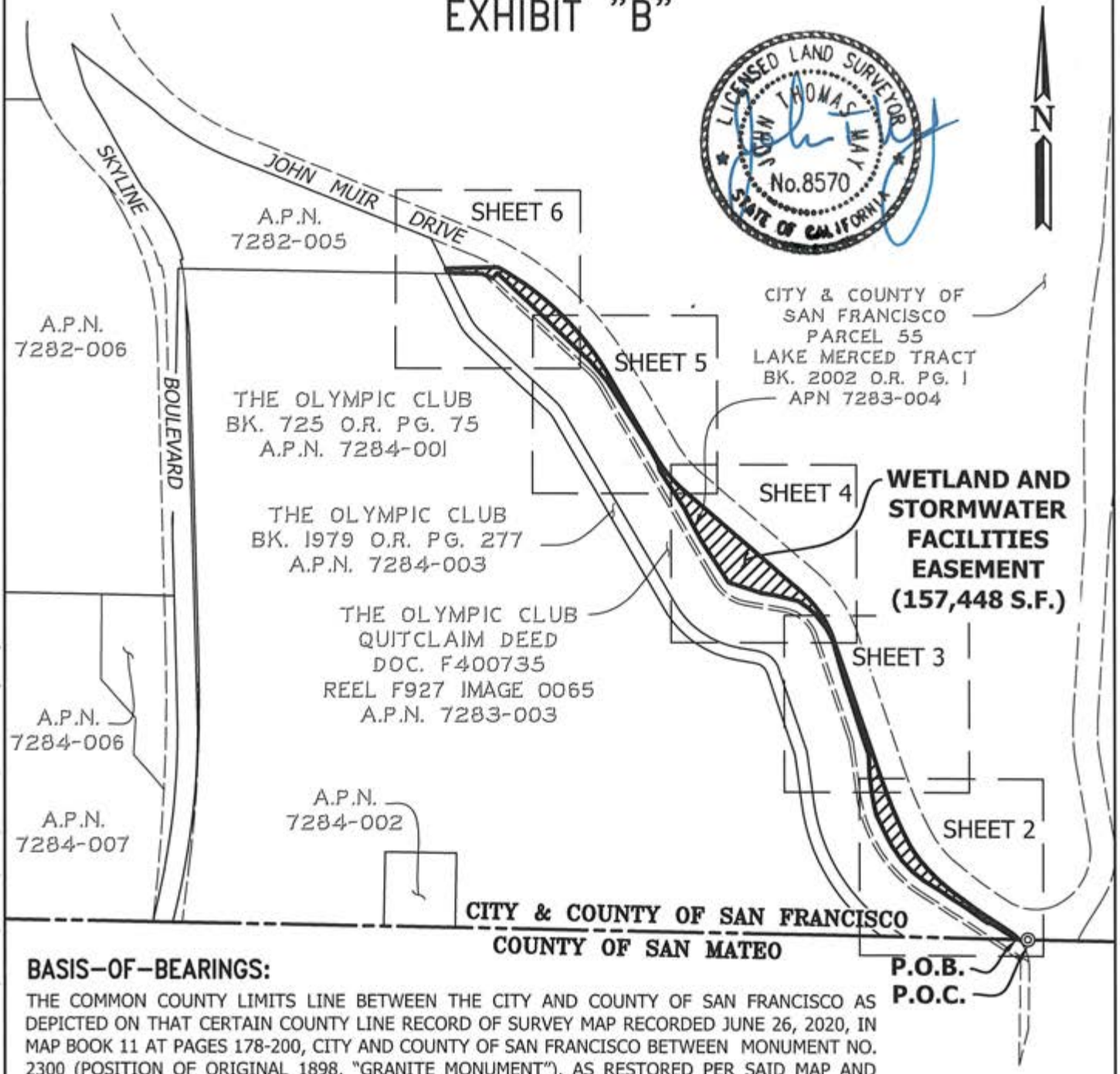
JOHN T. MAY
LICENSED LAND SURVEYOR No. 8570
(EXP. 03/31/2027)
STATE OF CALIFORNIA

October 9, 2025
DATE:

J:\CONJobs2\16926- City of Daly City - Vista Grande Pipeline\Office\Legals\JgMay Legal Descriptions\Legal Description-Wetland & Stormwater Facilities.docx

J:\CONJobs1\16926-- City of Daly City - Vista Grande Pipeline\Office\CAD\PLATS\16926-Daly City Vista Grande Pipeline_PLAT_WETLAND&STORMWATER.dwg: Oct 09, 2025 - 3:08pm

EXHIBIT "B"



BASIS-OF-BEARINGS:

THE COMMON COUNTY LIMITS LINE BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AS DEPICTED ON THAT CERTAIN COUNTY LINE RECORD OF SURVEY MAP RECORDED JUNE 26, 2020, IN MAP BOOK 11 AT PAGES 178-200, CITY AND COUNTY OF SAN FRANCISCO BETWEEN MONUMENT NO. 2300 (POSITION OF ORIGINAL 1898, "GRANITE MONUMENT"), AS RESTORED PER SAID MAP AND MONUMENT NO. 4101 (ORIGINAL 1898- 8"X 8" GRANITE MONUMENT WITH COPPER NAIL IN A LEAD PLUG), WITH THE MEASURED BEARING OF NORTH 88° 55' 16" WEST.

LEGEND:

	WETLAND AND STORMWATER FACILITIES EASEMENT
	CITY MONUMENT WITH BRASS TACK
	EXISTING EASEMENT
	PROPERTY LINE
	COUNTY LIMIT LINE
A.P.N.	ASSESSOR'S PARCEL NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

600 300 0 600

SCALE: 1 INCH = 600 FT

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EXHIBIT "B"

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C4	7°19'49"	2050.00'	262.27'
C5	23°58'12"	550.00'	230.10'
C6	7°19'49"	2050.00'	262.27'
C7	14°40'49"	223.12'	57.17'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N88°57'10"W	37.63'
L2	N88°57'10"W	9.48'
L3	N58°00'02"W	121.23'
L4	N84°06'18"W	14.44'
L5	N55°29'55"W	126.21'
L6	N56°56'13"W	97.81'
L7	N58°42'25"W	84.38'
L8	N50°40'25"W	62.73'
L9	N43°05'08"W	57.66'
L10	N34°51'39"W	72.10'
L11	N27°53'57"W	50.51'
L12	N25°43'12"W	87.25'
L13	N13°25'35"W	41.12'
L14	N10°19'22"W	50.42'
L15	N07°11'13"W	70.14'
L49	S57°24'36"E	73.14'

SEE SHEET 3

JOHN MUIR DRIVE (100' R/W)

WETLAND AND STORMWATER FACILITIES EASEMENT (157,448 S.F.)

THE OLYMPIC CLUB
BK. 1979 O.R. PG. 277
A.P.N. 7284-003

THE OLYMPIC CLUB
QUITCLAIM DEED
DOC. F400735
REEL F927 IMAGE 0065
A.P.N. 7283-003

CITY & COUNTY OF SAN FRANCISCO
COUNTY OF SAN MATEO

P.O.C.
P.O.B.

NOTE:
SEE SHEET 1 FOR BASIS-OF-BEARINGS STATEMENT

RECORD REFERENCES:

[1] 15' INGRESS & EGRESS EASEMENT (DOC. 93147843)
[2] CANAL EASEMENT (DOC. 93147843)

THE DIMENSIONS STATED ON PLAT (EXHIBIT "B") ARE MEASURED IN GROUND DISTANCES.

100 50 0 100

SCALE: 1 INCH = 100 FT

N

LEGEND:

▨	WETLAND AND STORMWATER FACILITIES EASEMENT
◎	CITY MONUMENT WITH BRASS TACK
- - - - - - - -	EXISTING EASEMENT
———	PROPERTY LINE
——— - - - ———	COUNTY LIMIT LINE
A.P.N.	ASSESSOR'S PARCEL NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

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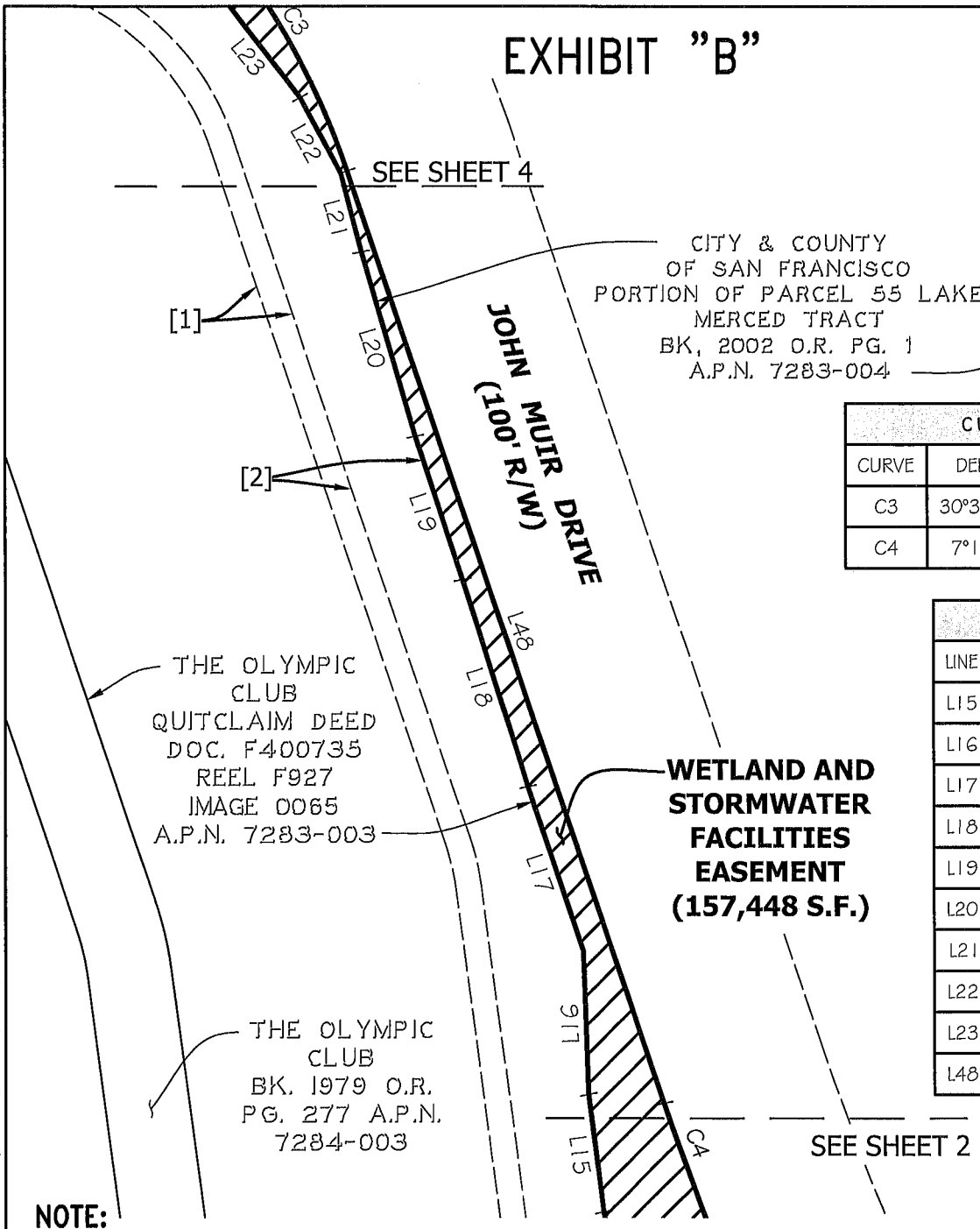
EXHIBIT "B"



CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C3	30°30'00"	450.00'	239.55'
C4	7°19'49"	2050.00'	262.27'

LINE TABLE		
LINE	BEARING	DISTANCE
L15	N07°11'13"W	70.14'
L16	N02°02'58"W	85.05'
L17	N18°31'40"W	103.04'
L18	N17°30'26"W	129.08'
L19	N18°15'26"W	89.50'
L20	N16°16'01"W	113.92'
L21	N14°39'59"W	47.90'
L22	N28°20'20"W	51.45'
L23	N37°52'13"W	75.28'
L48	S18°46'46"E	584.32'

NOTE:
SEE SHEET 1 FOR BASIS-OF-BEARINGS STATEMENT

RECORD REFERENCES:

[1] 15' INGRESS & EGRESS EASEMENT (DOC. 93147843)
[2] CANAL EASEMENT (DOC. 93147843)

THE DIMENSIONS STATED ON PLAT (EXHIBIT "B") ARE MEASURED IN GROUND DISTANCES.

100 50 0 100

SCALE: 1 INCH = 100 FT

N

LEGEND:

WETLAND AND STORMWATER FACILITIES EASEMENT
EXISTING EASEMENT
PROPERTY LINE
A.P.N. ASSESSOR'S PARCEL NUMBER

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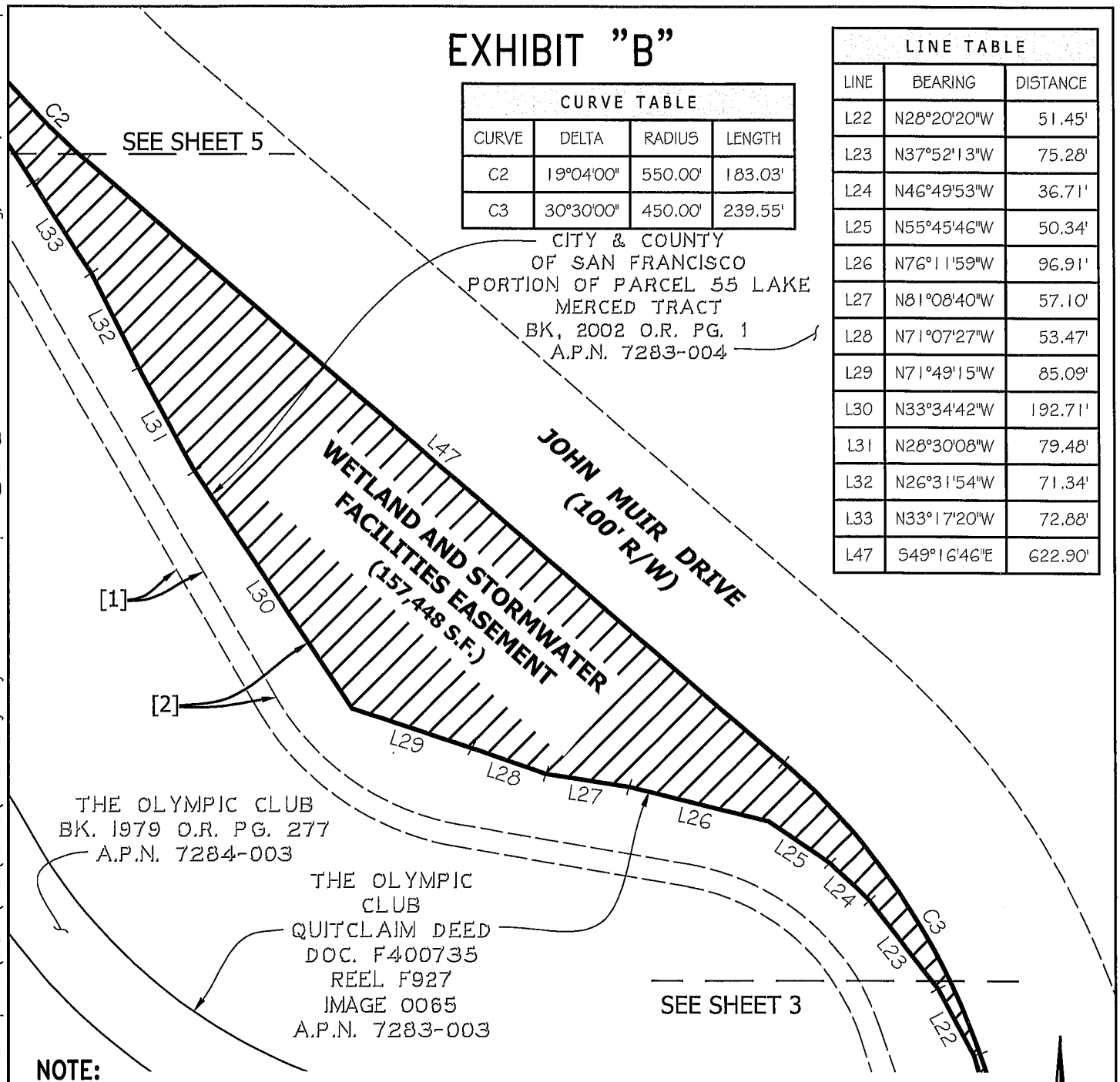
EXHIBIT "B"

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C2	19°04'00"	550.00'	183.03'
C3	30°30'00"	450.00'	239.55'

LINE TABLE		
LINE	BEARING	DISTANCE
L22	N28°20'20"W	51.45'
L23	N37°52'13"W	75.28'
L24	N46°49'53"W	36.71'
L25	N55°45'46"W	50.34'
L26	N76°11'59"W	96.91'
L27	N81°08'40"W	57.10'
L28	N71°07'27"W	53.47'
L29	N71°49'15"W	85.09'
L30	N33°34'42"W	192.71'
L31	N28°30'08"W	79.48'
L32	N26°31'54"W	71.34'
L33	N33°17'20"W	72.88'
L47	S49°16'46"E	622.90'



NOTE:
SEE SHEET 1 FOR BASIS-OF-BEARINGS STATEMENT

RECORD REFERENCES:

[1] 15' INGRESS & EGRESS EASEMENT (DOC. 93147843)
[2] CANAL EASEMENT (DOC. 93147843)

THE DIMENSIONS STATED ON PLAT (EXHIBIT "B") ARE MEASURED IN GROUND DISTANCES.

100 50 0 100

SCALE: 1 INCH = 100 FT

N

LEGEND:

WETLAND AND STORMWATER FACILITIES EASEMENT
EXISTING EASEMENT
PROPERTY LINE
A.P.N. ASSESSOR'S PARCEL NUMBER

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EXHIBIT "B"

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	31°31'10"	1150.00'	632.64'
C2	19°04'00"	550.00'	183.03'

LINE TABLE		
LINE	BEARING	DISTANCE
L34	N33°00'57"W	115.44'
L35	N12°23'48"W	27.10'
L36	N29°14'09"W	87.21'
L37	N32°38'10"W	303.52'
L38	N40°17'20"W	111.19'
L39	N46°37'07"W	347.03'
L46	S30°12'46"E	376.47'

SEE SHEET 6

WETLAND AND STORMWATER FACILITIES EASEMENT (157,448 S.F.)

[1]

[2]

CITY & COUNTY OF SAN FRANCISCO PORTION OF PARCEL 55 LAKE MERCED TRACT BK, 2002 O.R. PG. 1 A.P.N. 7283-004

THE OLYMPIC CLUB BK. 1979 O.R. PG. 277 A.P.N. 7284-003

JOHN MUIR DRIVE (100' R/W)

THE OLYMPIC CLUB QUITCLAIM DEED DOC. F400735 REEL F927 IMAGE 0065 A.P.N. 7283-003

THE OLYMPIC CLUB BK. 725 O.R. PG. 75 A.P.N. 7284-001

SEE SHEET 4

NOTE:
SEE SHEET 1 FOR BASIS-OF-BEARINGS STATEMENT

RECORD REFERENCES:

[1] 15' INGRESS & EGRESS EASEMENT (DOC. 93147843)
[2] CANAL EASEMENT (DOC. 93147843)

THE DIMENSIONS STATED ON PLAT (EXHIBIT "B") ARE MEASURED IN GROUND DISTANCES.

100 50 0 100

SCALE: 1 INCH = 100 FT

N

LEGEND:

WETLAND AND STORMWATER FACILITIES EASEMENT
EXISTING EASEMENT
PROPERTY LINE
A.P.N. ASSESSOR'S PARCEL NUMBER

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EXHIBIT "B"

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	31°31'10"	1150.00'	632.64'

LINE TABLE		
LINE	BEARING	DISTANCE
L39	N46°37'07"W	347.03'
L40	N47°13'46"W	167.41'
L41	S42°46'14"W	28.49'
L42	N68°01'11"W	46.73'
L43	N88°52'11"W	136.20'
L44	N26°13'11"W	20.77'
L45	N88°38'07"E	211.44'

JOHN MUIR DRIVE (100' R/W)

CITY & COUNTY OF SAN FRANCISCO PORTION OF PARCEL 55 LAKE MERCED TRACT BK, 2002 O.R. PG. 1 A.P.N. 7283-004

DELAWARE LAKEWOOD APTS LLC DOC. 2003-H487793-00 REEL 1431 IMAGE 0025 APN 7282-005

N28°16'04"E(R)

L45

L44

L43

L42

L41

L40

SEE DETAIL

WETLAND AND STORMWATER FACILITIES EASEMENT (157,448 S.F.)

THE OLYMPIC CLUB BK. 1979 O.R. PG. 277 A.P.N. 7284-003

THE OLYMPIC CLUB BK. 725 O.R. PG. 75 A.P.N. 7284-001

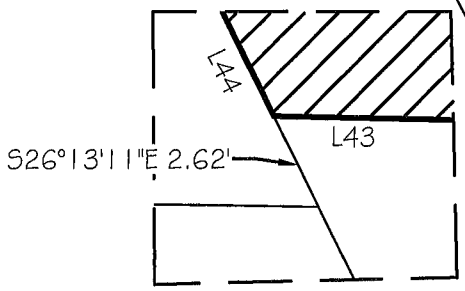
[1]

[2]

THE OLYMPIC CLUB QUITCLAIM DEED DOC. F400735 REEL F927 IMAGE 0065 A.P.N. 7283-003

C1

L39



DETAIL
NO SCALE

SEE SHEET 5

NOTE:
SEE SHEET 1 FOR BASIS-OF-BEARINGS STATEMENT

RECORD REFERENCES:

[1] 15' INGRESS & EGRESS EASEMENT (DOC. 93147843)
[2] CANAL EASEMENT (DOC. 93147843)

THE DIMENSIONS STATED ON PLAT (EXHIBIT "B") ARE MEASURED IN GROUND DISTANCES.

100 50 0 100

SCALE: 1 INCH = 100 FT

N

LEGEND:

WETLAND AND STORMWATER FACILITIES EASEMENT
EXISTING EASEMENT
PROPERTY LINE
A.P.N. ASSESSOR'S PARCEL NUMBER

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Exhibit 4

Description and Depiction of Box Culvert and Storm Water Outlet Easement Area

[see attached]

October 9, 2023

LEGAL DESCRIPTION
FOR
EASEMENT TO INSTALL AND MAINTAIN NEW BOX CULVERTS AND A STORM WATER OUTLET OVER AND UNDER A PORTION OF THE LANDS WITH TITLE OR INTEREST IN THE CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

ALL THAT CERTAIN REAL PROPERTY situate in the City and County of San Francisco, State of California, said real property being a strip of land, **60.00 feet in width** over and under a Portion of Parcel 55, "Lake Merced Tract," as described in that certain Deed from Spring Valley Water Company to the City and County of San Francisco, recorded March 3, 1930 in Book 2002 at Page 1, Official Records of the City and County of San Francisco, **the centerline of said real property** being described as follows:

COMMENCING at a point on the general northeasterly Right of Way Line of said John Muir Drive as depicted on the Official Map, showing the opening of John Muir Drive between Skyline Boulevard and Lake Merced Boulevard, said Map recorded September 18, 1968, in Book "V", Page 32, City and County of San Francisco, said point being at the northerly-most Point of Curvature of three (3) consecutive compound curves, said compound curves, concave easterly and curving southerly;

Thence from said **POINT OF COMMENCEMENT** along the said general northeasterly Right of Way Line of John Muir Drive, **North 18° 46' 46" West, a distance of 196.88 feet** to the **POINT OF BEGINNING** for this description;

Thence from said **POINT OF BEGINNING,** leaving said general northeasterly Right of Way Line, entering and traversing through the above-mentioned Portion of Parcel 55, "Lake Merced Tract," (Bk. 2002 O.R. Pg. 1), **North 71° 39' 00" East, a distance of 106.73 feet**, to a point within Lake Merced;

Said point within Lake Merced, being the **POINT OF TERMINATION** for this description.

Containing 6,404 square feet, more or less.

The northwesterly and southeasterly sidelines of the **above-described strip of land, 60.00 feet in width, are lengthened or shortened** to terminate on the southwest by the general northeasterly Right of Way Line of said John Muir Drive as depicted on said Official Map (Map Book "V," Page 32) and terminate on the northeast perpendicular to the Point of Termination within Lake Merced.

END OF DESCRIPTION

The Common County Limits Line between the City and County of San Francisco and the County of San Mateo as depicted on that certain Record of Survey Map recorded June 26, 2020, in Map Book 11 at Pages 178 to 200, City and County of San Francisco and recorded May 28, 2020, in Book 49 L.L.S. Maps at Pages 26-48, Records of San Mateo County between Monument No. 4101 (Original 1898- 8"x 8" Granite Monument with Copper Nail in a Lead Plug on the edge of The Olympic Club golf fairway) and the 2" Brass Disc in the Top of Curb at Lake Merced Blvd., No. 9827, with the measured bearing of **North 88° 57' 23" West,** is being taken for the purpose of making this description.

Being a portion of Block 7283, Parcel 001 (1995), Currently: Block 7283, Parcel 004.

A plat to accompany legal description, Exhibit "B", is attached hereto and made a part thereof.

The dimensions stated in this description and accompanying Plat (Exhibit "B") are measured in ground distances.

This description was prepared by me or under my direction in November of 2021 pursuant to Sections 8725, 8726(c), and 8726(g) of the Professional Land Surveyors Act of the State of California (Business and Professions Code Sections 8700-8805).

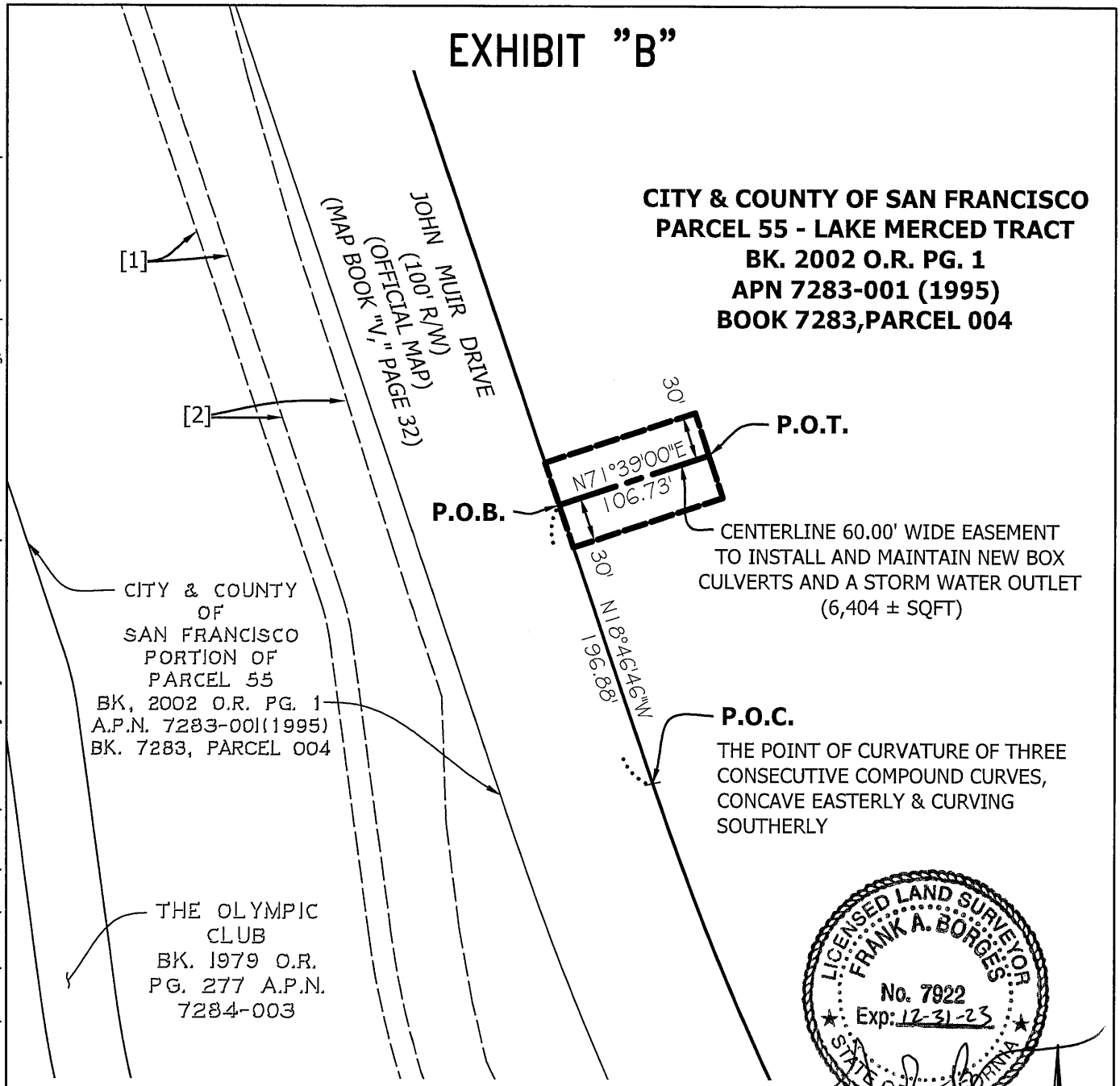
FRANK BORGES
LICENSED LAND SURVEYOR NO. 7922
(EXP. 12/31/2023)
STATE OF CALIFORNIA

OCTOBER 9, 2023
DATE:

J:\CONJobs2\16926- City of Daly City - Vista Grande Pipeline\Office\Legals\JgMay Legal Descriptions\Box Culverts_ Storm Water Outlet 2 Lake Merced\Legal Description- Outlet into Lower Lake Merced.docx

EXHIBIT "B"

CITY & COUNTY OF SAN FRANCISCO
PARCEL 55 - LAKE MERCED TRACT
BK. 2002 O.R. PG. 1
APN 7283-001 (1995)
BOOK 7283,PARCEL 004



LICENSED LAND SURVEYOR
FRANK A. BORGES
No. 7922
Exp: 12-31-23
STATE OF CALIFORNIA

RECORD REFERENCES:

[1] 15' INGRESS & EGRESS EASEMENT (DOC. 93147843)
[2] CANAL EASEMENT (DOC. 93147843)

LEGEND:

	CENTERLINE OF 60' WIDE EASEMENT
	PROPOSED EASEMENT
	EXISTING EASEMENT
	PROPERTY LINE
A.P.N.	ASSESSOR'S PARCEL NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.O.T.	POINT OF TERMINUS
SQFT	SQUARE FEET

THE DIMENSIONS STATED ON PLAT (EXHIBIT "B") ARE MEASURED IN GROUND DISTANCES.

N

100 50 0 100

SCALE: 1 INCH = 100 FT

SHEET 1 OF 1

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Exhibit 5

Description and Depiction of Wetland Force Main Easement Area

[see attached]

LEGAL DESCRIPTION
FORCE MAIN EASEMENT
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

ALL THAT CERTAIN REAL PROPERTY situate in the City and County of San Francisco, State of California, said real property being over and under a Portion of Parcel 55, "Lake Merced Tract," as described in that certain Deed from Spring Valley Water Company to the City and County of San Francisco, recorded March 3, 1930 in Book 2002 at Page 1, Official Records of the City and County of San Francisco, being more particularly described as follows:

BEGINNING at a point on the general northeasterly Right of Way Line of John Muir Drive as depicted on the Official Map, Showing the Opening of John Muir Drive between Skyline Boulevard and Lake Merced Boulevard, said Map recorded September 18, 1968, in Book "V", Page 32, City and County of San Francisco, said point being the southeasterly terminus of the course "622.900 feet " as shown on said Map;

Thence from said **POINT OF BEGINNING** along the said general northeasterly Right of Way Line of John Muir Drive being the course of "622.900 feet", **North 49°16'46" West, a distance of 69.85 feet**; Thence leaving said general northeasterly Right of Way Line, and traversing through the above-mentioned Portion of Parcel 55, "Lake Merced Tract," (Bk. 2002 O.R. Pg. 1), the following eight (8) courses:

1. **North 42° 22' 34" East, a distance of 65.31 feet**;
2. **North 05°28'28" West, a distance of 6.79 feet;**
3. **North 84°31'32" East, a distance of 22.43 feet;**
4. **South 05°28'28" East, a distance of 10.00 feet;**
5. **South 84°31'32" West, a distance of 11.07 feet;**
6. **South 42°22'34" West, a distance of 66.28 feet;**
7. **South 49°16'46" East, a distance of 150.20 feet;**
8. **South 18°29'41" East, a distance of 36.46 feet to** a point of cusp with a curve concave southwesterly, said point being on the general northeasterly Right of Way Line of John Muir Drive, to which point a radial line bears North 53°31'04" East;

Thence along said **curve to the left with a radius of 550.00 feet, through a central angle of 12°47'50", an arc distance of 122.84 feet** to the **POINT OF BEGINNING** for this description.

END OF DESCRIPTION

The Common County Limits Line between the City and County of San Francisco and the County of San Mateo as depicted on that certain Record of Survey Map recorded June 26, 2020, in Map Book 11 at Pages 178 to 200, City and County of San Francisco and recorded May 28, 2020, in

Book 49 L.L.S. Maps at Pages 26-48, Records of San Mateo County between Monument No. 4101 (Original 1898- 8"x 8" Granite Monument with Copper Nail in a Lead Plug on the edge of The Olympic Club golf fairway) and the 2" Brass Disc in the Top of Curb at Lake Merced Blvd., No. 9827, with the measured bearing of **North 88° 57' 23" West,** is being taken for the purpose of making this description.

Containing 2,057 square feet, more or less.

Being a portion of Block 7283, Parcel 001 (1995), Currently: Block 7283, Parcel 004.

A plat to accompany legal description, Exhibit "B," is attached hereto and made a part thereof.

The dimensions stated in this description and accompanying Plat (Exhibit "B") are measured in ground distances.

This description was prepared by me or under my direction in January of 2025 pursuant to Sections 8725, 8726(3), and 8726(7) of the Professional Land Surveyors Act of the State of California (Business and Professions Code Sections 8700-8805).

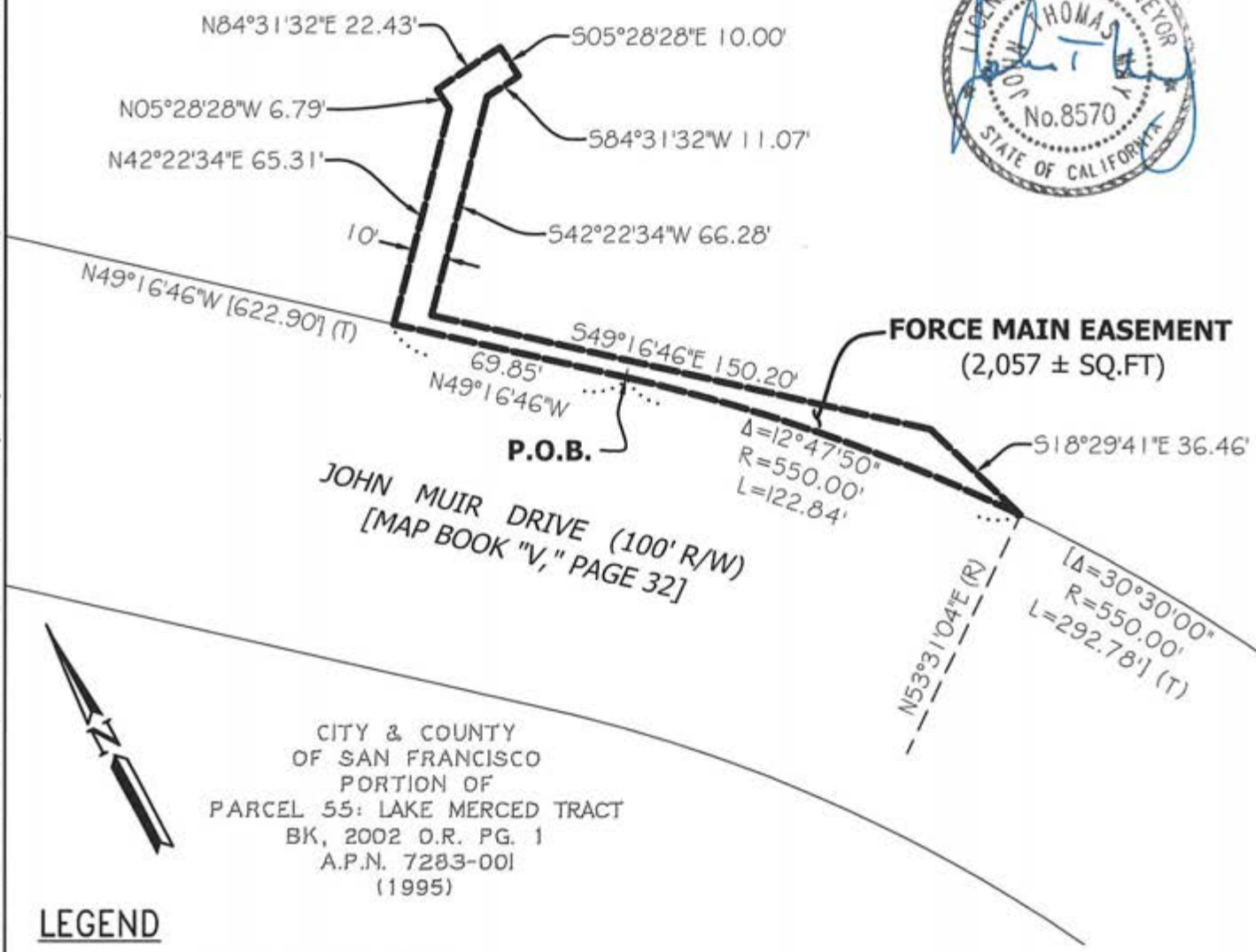
JOHN T. MAY
LICENSED LAND SURVEYOR No. 8570
(EXP. 03/31/2025)
STATE OF CALIFORNIA

DATE: January 28th, 2025

J:\CONJobs2\16926- City of Daly City - Vista Grande Pipeline\Office\Legals\JgMay Legal Descriptions\Force Main Easement_Legal.docx

EXHIBIT "B"

CITY & COUNTY OF SAN FRANCISCO
PARCEL 55: LAKE MERCED TRACT
BK. 2002 O.R. PG. 1
APN 7283-001 (1995)
BOOK 7283,PARCEL 004



CITY & COUNTY
OF SAN FRANCISCO
PORTION OF
PARCEL 55: LAKE MERCED TRACT
BK, 2002 O.R. PG. 1
A.P.N. 7283-001
(1995)

LEGEND

▬▬▬	FORCE MAIN EASEMENT
———	RIGHT-OF-WAY LINE
A.P.N.	ASSESSOR'S PARCEL NUMBER
P.O.B.	POINT OF BEGINNING
[ ]	RECORD PER MAP BOOK "V" PAGE 32
(R)	RADIAL BEARING
(T)	TOTAL

50 25 0 50

SCALE: 1 INCH = 50 FT

SHEET 1 OF 1

THE DIMENSIONS STATED ON PLAT (EXHIBIT "B")
ARE MEASURED IN GROUND DISTANCES.

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Exhibit 6

Description and Depiction of Armored Spillway Easement Area

[see attached]

October 9, 2025

LEGAL DESCRIPTION
FOR
EASEMENTS TO INSTALL AND MAINTAIN
THREE ARMORED SPILLWAYS
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

ALL THOSE CERTAIN REAL PROPERTIES situate in the City and County of San Francisco, State of California, said real properties being three (3) separate parcels of land, **varying in width** over a Portion of Parcel 55, "Lake Merced Tract," as described in that certain Deed from Spring Valley Water Company to the City and County of San Francisco, recorded March 3, 1930 in Book 2002 at Page 1, Official Records of the City and County of San Francisco, **said real properties** being described as follows:

ARMORED SPILLWAY— PARCEL ONE

COMMENCING at a point on the general northeasterly Right of Way Line of said John Muir Drive, said Drive, 100.00 feet in width, as depicted on the Official Map, Showing the Opening of John Muir Drive, (Filed in Map Book "V," Page 32, recorded September 18, 1968, City and County of San Francisco), said **Point** being at the northerly-most Point of Curvature of a curve, concave easterly and curving southerly, said curve having a radius of 1950.00 feet, an interior angle of 7°19'49" and an arc length of 249.48 feet (249.478 feet as depicted on said Official Map);

Thence from said **Point of Commencement** along the said general northeasterly Right of Way Line of John Muir Drive, **North 18° 46' 46" West, a distance of 18.87 feet** to the **Point of Beginning** for this description;

Thence from said **Point of Beginning,** continuing along said general northeasterly Right of Way Line, **North 18° 46' 46" West, a distance of 53.19 feet;**

Thence leaving said general northeasterly Right of Way Line of John Muir Drive, entering and traversing through above-mentioned Parcel 55, "Lake Merced Tract," (described in said Deed from Spring Valley Water Company to the City and County of San Francisco, recorded March 3, 1930 in Book 2002 at Page 1, Official Records of the City and County of San Francisco), the following five (5) courses;

1. **North 75°36'47" East, a distance of 3.24 feet;**
2. **South 46°23'59" East, a distance of 11.43 feet;**
3. **South 19°53'32" East, a distance of 32.73 feet;**
4. **South 15°40'23" West, a distance of 11.73 feet;**
5. **South 62°00'32" West, a distance of 2.57 feet** to the **POINT OF BEGINNING.**

END OF DESCRIPTION—Parcel One

Containing 407 square feet, more or less.

Being a portion of Block 7283, Parcel 001 (1995), Currently: Block 7283, Parcel 004.

A plat to accompany legal description, Exhibit "B", is attached hereto and made a part thereof.

The dimensions stated in this description and accompanying Plat (Exhibit "B"—ARMORED SPILLWAY— PARCEL ONE) are measured in ground distances.

ARMORED SPILLWAY— PARCEL TWO

COMMENCING at a point on the general northeasterly Right of Way Line of said John Muir Drive, said Drive, 100.00 feet in width, as depicted on the Official Map, Showing the Opening of John Muir Drive, (Filed in Map Book "V," Page 32, recorded September 18,1968, City and County of San Francisco), said **Point** being at the northerly-most Point of Curvature of a tangent curve, concave westerly and curving southerly, said curve having a radius of 550.00 feet, an interior angle of 30°30'00" and an arc length of 292.78 (292.779 feet as depicted on said Official Map);

Thence from said **Point of Commencement** along the said general northeasterly Right of Way Line of John Muir Drive, **North 49° 16' 46" West, a distance of 205.74 feet** to the **Point of Beginning** for this description;

Thence from said **Point of Beginning,** continuing along said general northeasterly Right of Way Line, **North 49° 16' 46" West, a distance of 78.08 feet;**

Thence leaving said general northeasterly Right of Way Line of John Muir Drive, entering and traversing through above-mentioned Parcel 55, "Lake Merced Tract," (described in said Deed from Spring Valley Water Company to the City and County of San Francisco, recorded March 3, 1930 in Book 2002 at Page 1, Official Records of the City and County of San Francisco), the following six (6) courses;

1. **North 45°11'54" East, a distance of 24.87 feet;**
2. **North 64°12'41" East, a distance of 15.62 feet;**
3. **South 53°22'17" East, a distance of 55.26 feet;**
4. **South 10°19'19" West, a distance of 13.16 feet;**
5. **South 17°28'31" West, a distance of 20.71 feet;**
6. **South 40°54'33" West, a distance of 12.69 feet** to the **POINT OF BEGINNING.**

END OF DESCRIPTION—Parcel Two

Containing 2,918 square feet, more or less.

Being a portion of Block 7283, Parcel 001 (1995), Currently: Block 7283, Parcel 004.

A plat to accompany legal description, Exhibit "B", is attached hereto and made a part thereof.

The dimensions stated in this description and accompanying Plat (Exhibit "B"—ARMORED SPILLWAY— PARCEL TWO) are measured in ground distances.

ARMORED SPILLWAY— PARCEL THREE

COMMENCING at a point on the general northeasterly Right of Way Line of said John Muir Drive, said Drive, 100.00 feet in width, as depicted on the Official Map, Showing the Opening of John Muir Drive, (Filed in Map Book "V," Page 32, recorded September 18,1968, City and County of San Francisco), said Point being at the northerly-most Point of Curvature of a tangent curve, concave easterly and curving southerly, said curve having a radius of 450.00 feet, an interior angle of 19°04'00" and an arc length of 149.75 (149.749 feet as depicted on said Official Map);

Thence from said **Point of Commencement** along the said general northeasterly Right of Way Line of John Muir Drive, **North 30° 12' 46" West, a distance of 37.93 feet** to the **Point of Beginning** for this description;

Thence from said **Point of Beginning,** continuing along said general northeasterly Right of Way Line, **North 30° 12' 46" West, a distance of 109.43 feet;**

Thence leaving said general northeasterly Right of Way Line of John Muir Drive, entering and traversing through above-mentioned Parcel 55, "Lake Merced Tract," (described in said Deed from Spring Valley Water Company to the City and County of San Francisco, recorded March 3, 1930 in Book 2002 at Page 1, Official Records of the City and County of San Francisco), the following six (6) courses;

1. **North 54°38'01" East, a distance of 7.51 feet;**
2. **South 86°04'42" East, a distance of 31.63 feet;**
3. **South 34°51'56" East, a distance of 44.47 feet;**
4. **South 15°41'08" East, a distance of 19.70 feet;**
5. **South 05°40'46" East, a distance of 29.13 feet;**
6. **South 52°51'16" West, a distance of 20.38 feet** to the **POINT OF BEGINNING.**

END OF DESCRIPTION—Parcel Three

Containing 3,319 square feet, more or less.

Being a portion of Block 7283, Parcel 001 (1995), Currently: Block 7283, Parcel 004.

A plat to accompany legal description, Exhibit "B", is attached hereto and made a part thereof.

The dimensions stated in this description and accompanying Plat (Exhibit "B"—ARMORED SPILLWAY— PARCEL THREE) are measured in ground distances.

The Common County Limits Line between the City and County of San Francisco and the County of San Mateo as depicted on that certain County Line Record of Survey Map recorded June 26, 2020, in Map Book 11 at Pages 178-200, City and County of San Francisco and recorded May 28, 2020, in Book 49 L.L.S. Maps at Pages 26-48, Records of San Mateo County between Monument No. 2300 (position of Original 1898, "Granite Monument"), also being Section Corner 34/35, as restored per said County Line Record of Survey Map and Monument No. 4101 (Original 1898- 8"x 8" Granite Monument with Copper

Nail in a Lead Plug on the edge of The Olympic Club golf fairway), with the measured bearing of **North 88° 55' 16" West,** is being taken for the purpose of making this description.

This description was prepared by me or under my direction in October of 2025 pursuant to Sections 8725, 8726(3), and 8726(7) of the Professional Land Surveyors Act of the State of California (Business and Professions Code Sections 8700-8805).

JOHN T. MAY
LICENSED LAND SURVEYOR No. 8570
(EXP. 03/31/2023)
STATE OF CALIFORNIA

October 9, 2025
DATE:

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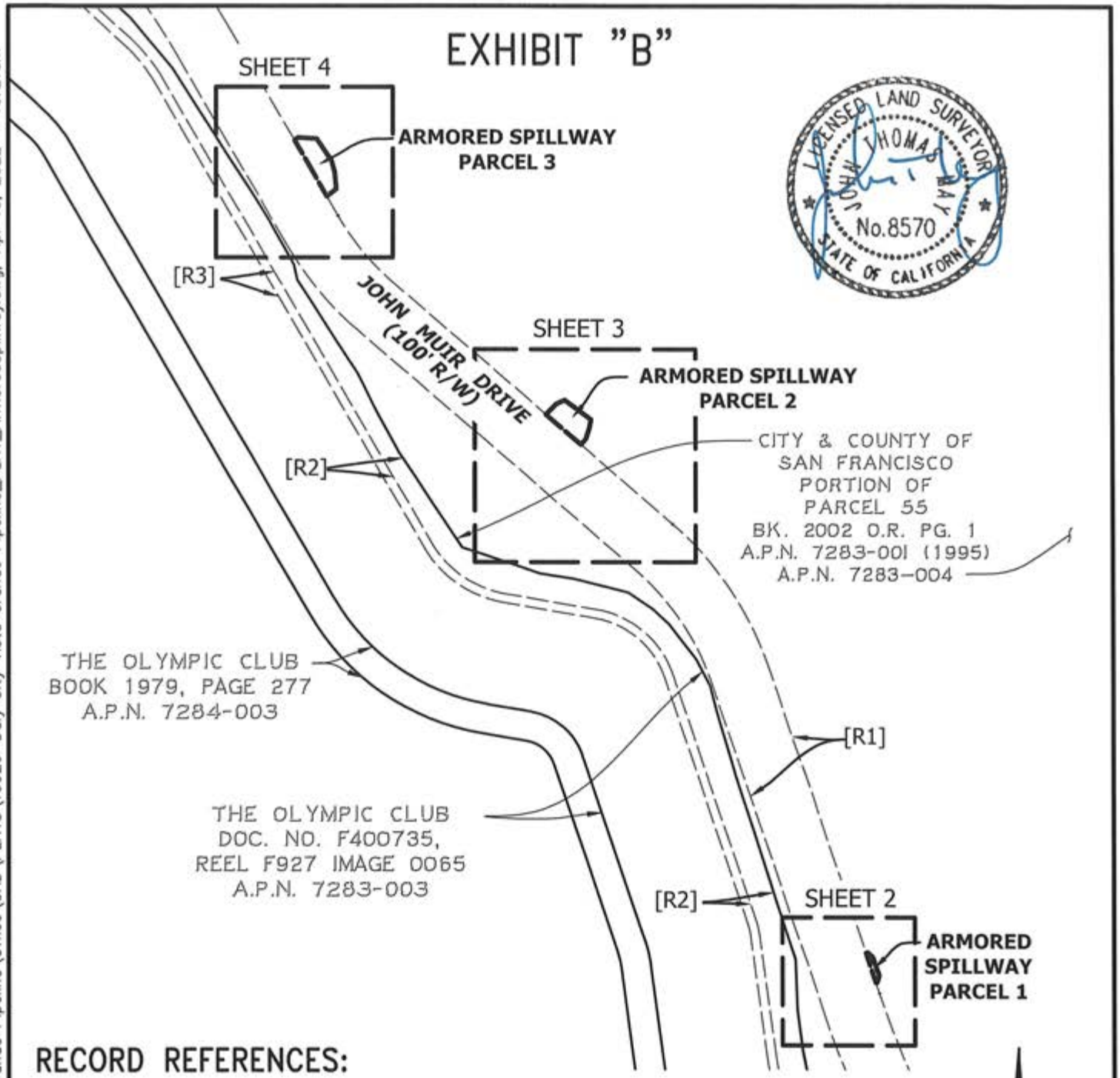
Vista Grande Pipeline\Office\Legals\JgMay Legal Descriptions\
Legal Descriptions- Armored Spillways.docx

EXHIBIT "B"



LICENSED LAND SURVEYOR JOHN THOMAS MAY No.8570 STATE OF CALIFORNIA

RECORD REFERENCES:

[R1] SFDPW OFFICIAL MAP BOOK "V", PAGE 32
[R2] CANAL EASEMENT (DOC. 93147843)
[R3] 15' INGRESS & EGRESS EASEMENT (DOC. 93147843)

LEGEND:

————	PROPOSED EASEMENT LINE FOR ARMORED SPILLWAY
— — — —	EXISTING EASEMENT
————	PROPERTY LINE
A.P.N.	ASSESSOR'S PARCEL NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
SFDPW	SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS

250 125 0 250

SCALE: 1 INCH = 250 FT

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SHEET 1 OF 4

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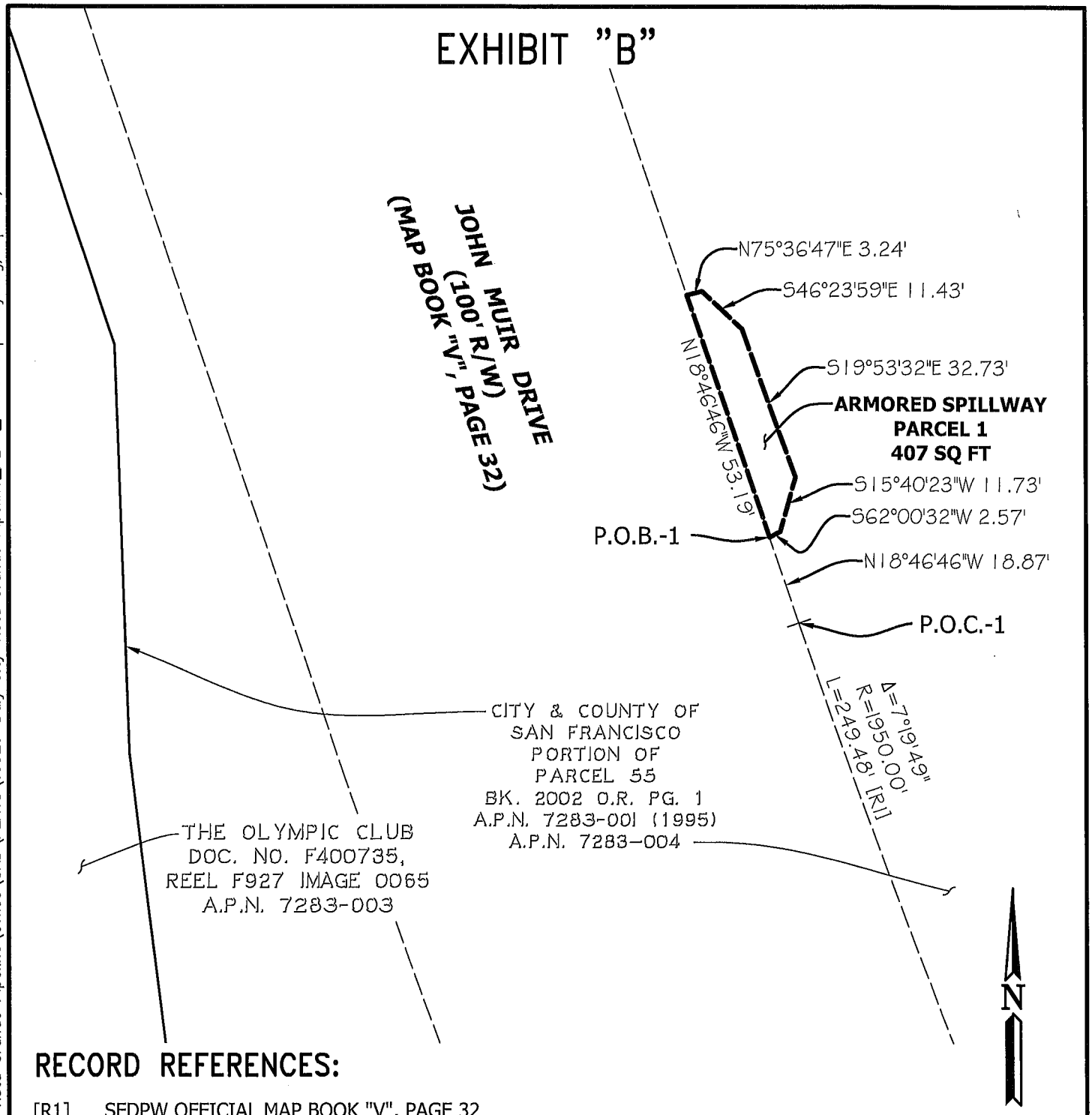

RECORD REFERENCES:

[R1] SFDPW OFFICIAL MAP BOOK "V", PAGE 32
[R2] CANAL EASEMENT (DOC. 93147843)

LEGEND:

———	PROPOSED EASEMENT LINE FOR ARMORED SPILLWAY
— — —	EXISTING EASEMENT
———	PROPERTY LINE
A.P.N.	ASSESSOR'S PARCEL NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
SFDPW	SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS

THE DIMENSIONS STATED ON PLAT (EXHIBIT "B") ARE MEASURED IN GROUND DISTANCES.

30 15 0 30

SCALE: 1 INCH = 30 FT

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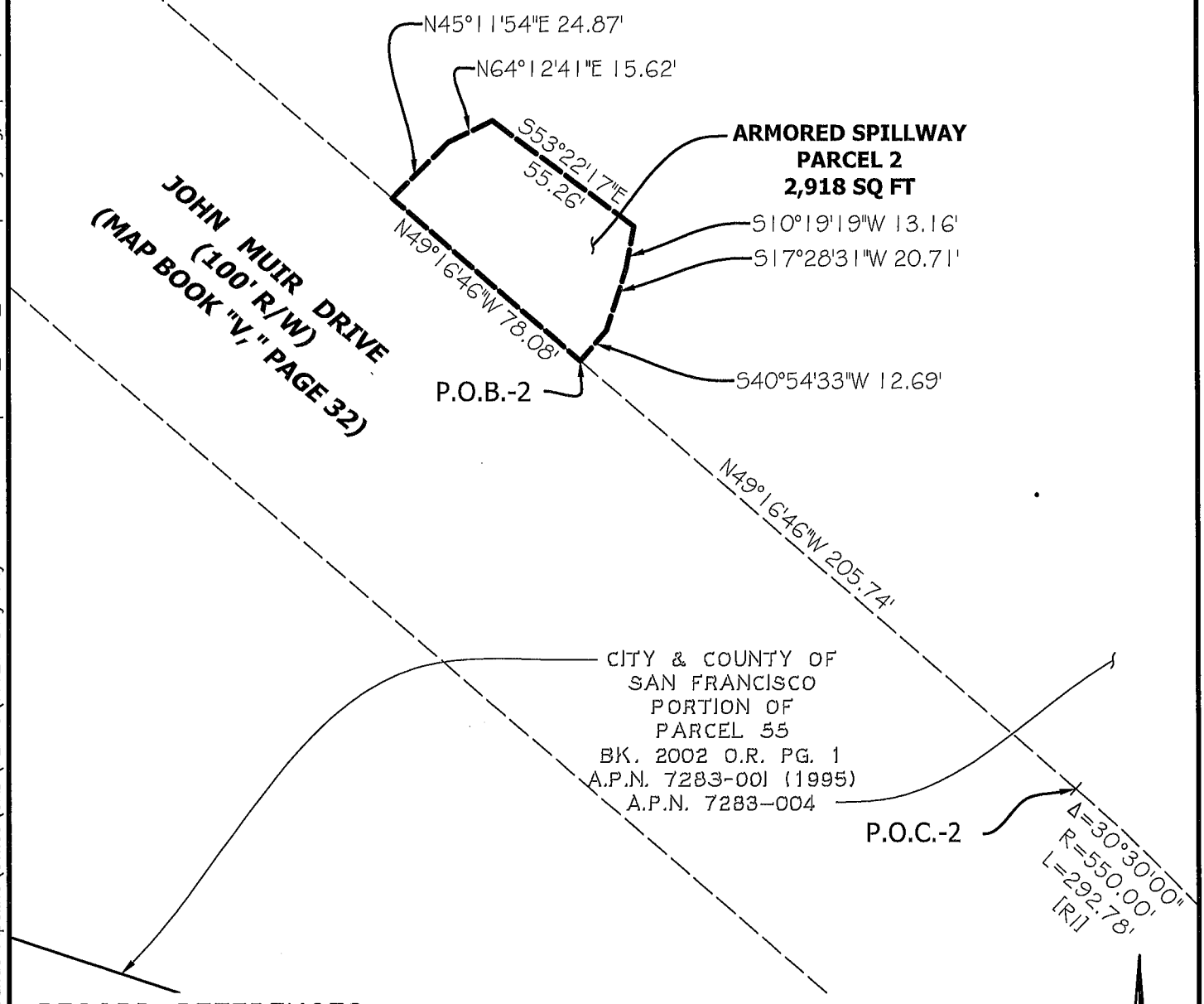

RECORD REFERENCES:

[R1] SFDPW OFFICIAL MAP BOOK "V", PAGE 32
[R2] CANAL EASEMENT (DOC. 93147843)

LEGEND:

———	PROPOSED EASEMENT LINE FOR ARMORED SPILLWAY
— — — — —	EXISTING EASEMENT
———	PROPERTY LINE
A.P.N.	ASSESSOR'S PARCEL NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
SFDPW	SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS

THE DIMENSIONS STATED ON PLAT (EXHIBIT "B") ARE MEASURED IN GROUND DISTANCES.

50 25 0 50

SCALE: 1 INCH = 50 FT

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SHEET 3 OF 4

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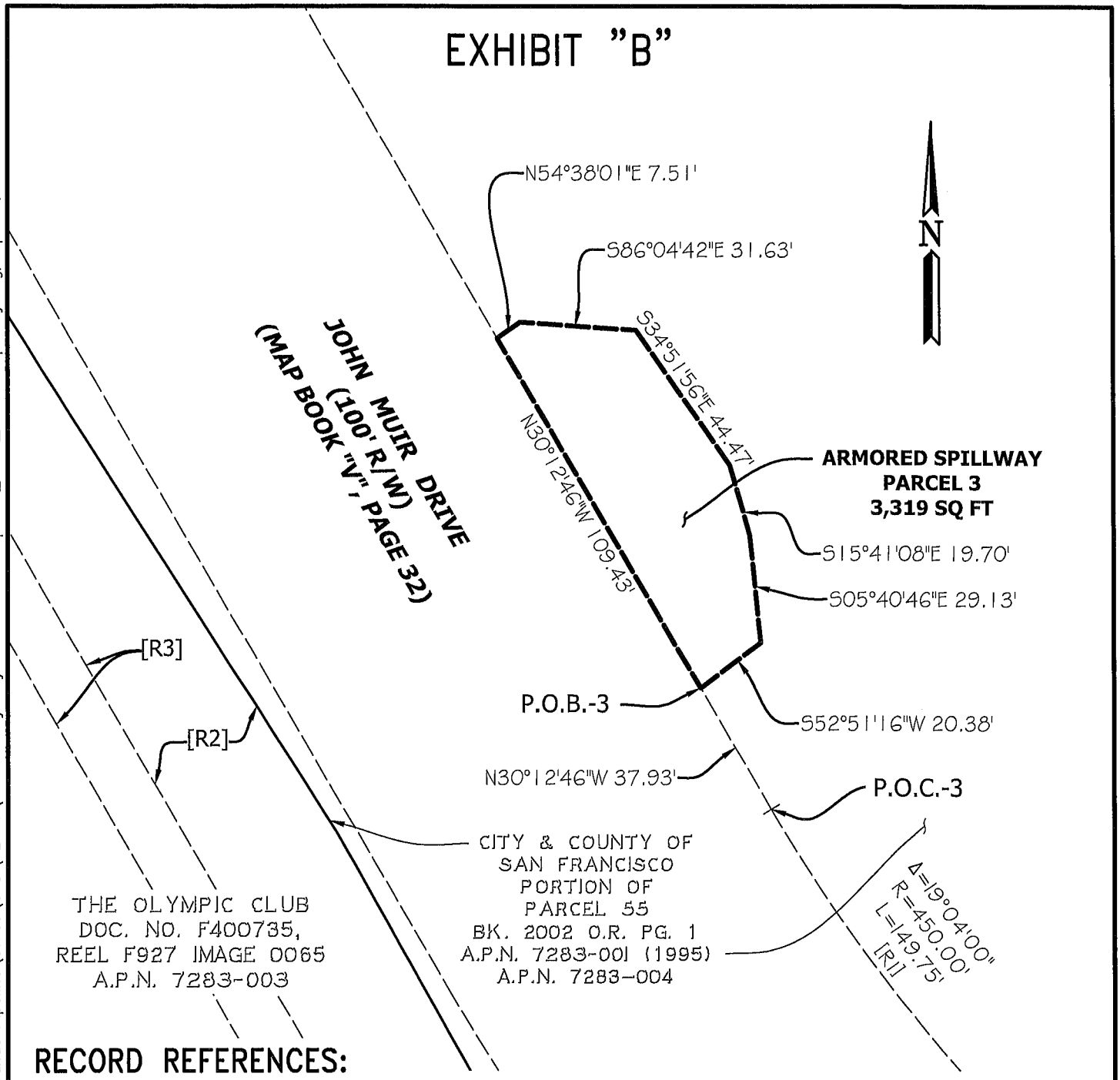
EXHIBIT "B"



RECORD REFERENCES:

[R1] SFDPW OFFICIAL MAP BOOK "V", PAGE 32
[R2] CANAL EASEMENT (DOC. 93147843)
[R3] 15' INGRESS & EGRESS EASEMENT (DOC. 93147843)

LEGEND:

———	PROPOSED EASEMENT LINE FOR ARMORED SPILLWAY
— — — —	EXISTING EASEMENT
———	PROPERTY LINE
A.P.N.	ASSESSOR'S PARCEL NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
SFDPW	SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS

THE DIMENSIONS STATED ON PLAT (EXHIBIT "B") ARE MEASURED IN GROUND DISTANCES.

40 20 0 40

SCALE: 1 INCH = 40 FT

SHEET 4 OF 4

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Exhibit 7

Description and Depiction of Floating and Fan Shaped Easement Area

[see attached]

LEGAL DESCRIPTION
FLOATING FAN-SHAPED EASEMENT
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

ALL THAT CERTAIN REAL PROPERTY situate in the City and County of San Francisco, State of California, said real property being a strip of land, within a Portion of Parcel 55, "Lake Merced Tract," as described in that certain Deed from Spring Valley Water Company to the City and County of San Francisco, recorded March 3, 1930 in Book 2002 at Page 1, Official Records of the City and County of San Francisco, **the centerline of said real property** being described as follows:

COMMENCING at a point on the general northeasterly Right of Way Line of said John Muir Drive as depicted on the Official Map, Showing the Opening of John Muir Drive, said Map recorded September 18, 1968, in Book "V", Page 32, City and County of San Francisco, said Point being at the southeasterly terminus of the course "622.900 feet", said point also being a point of tangency of a curve concave southwesterly with a radius of 550.00 feet, having an arc length of 292.779 feet, with a central angle of 30°30'00", as depicted on said Map;

Thence from said **POINT OF COMMENCEMENT** along said general northeasterly Right of Way Line of John Muir Drive being the course of "622.900 feet", **North 49°16'46" West, a distance of 53.58 feet**;

Thence leaving said general northeasterly Right of Way Line of John Muir Drive and traversing through said Portion of Parcel 55, "Lake Merced Tract," (Bk. 2002 O.R. Pg. 1), **North 40° 43' 14" East, a distance of 75.64 feet** to the **POINT OF BEGINNING** for this description, said **POINT OF BEGINNING** being the centerline of a strip of land **10.00 feet** in width, **5.00 feet** on each side;

Thence from said **POINT OF BEGINNING**, along said centerline and traversing through said Portion of Parcel 55, "Lake Merced Tract," (Bk. 2002 O.R. Pg. 1), along said strip of land, **North 5° 28' 28" West, a distance of 40.61 feet**, to a point hereinafter referred to as **Point "H"**, said **Point "H"** being a **"Hinge Point"** for the remainder of said strip of land, 10.00 feet in width and traversing along a bearing of **North 52° 30' 33" East;**

Thence continuing through said Portion of Parcel 55, "Lake Merced Tract," (Bk. 2002 O.R. Pg. 1), along said bearing of **North 52° 30' 33" East, a distance of 72.69** to a point hereinafter referred to as **Point "J,"** said **"Point "J"** being on said **centerline at change of width** of said strip of land from **10.00 feet** to **18.00 feet** in width, **9.00 feet** on each side;

Thence from said Point "J" and continuing along the said **centerline of strip of land, 18.00 feet in width, North 52° 30' 33" East, a distance of 18.00 feet** to a point within Lake Merced.

Said point within Lake Merced, being the **POINT OF TERMINATION** for this said strip of land.

The southwesterly-most and southeasterly-most sidelines of the **above-described strip of land, are lengthened or shortened** to terminate, perpendicular to the Point of Beginning.

The above-mentioned **course with a bearing of North 52° 30' 33" East, with a total distance of 90.69 feet** is allowed to rotate counterclockwise to a bearing of approximately North 50° 00' West,

or "rotate" clockwise to a bearing of approximately North 70° 00' East, from the "Hinge Point," **Point "H"** to the southwesterly or southeasterly edge of shoreline of Lake Merced, respectively.

END OF DESCRIPTION

The Common County Limits Line between the City and County of San Francisco and the County of San Mateo as depicted on that certain Record of Survey Map recorded June 26, 2020, in Map Book 11 at Pages 178 to 200, City and County of San Francisco and recorded May 28, 2020, in Book 49 L.L.S. Maps at Pages 26-48, Records of San Mateo County between Monument No. 4101 (Original 1898- 8"x 8" Granite Monument with Copper Nail in a Lead Plug on the edge of The Olympic Club golf fairway) and the 2" Brass Disc in the Top of Curb at Lake Merced Blvd., No. 9827, with the measured bearing of **North 88° 57' 23" West,** is being taken for the purpose of making this description.

Containing. 1,457 square feet, more or less.

Being a portion of Block 7283, Parcel 001 (1995), Currently: Block 7283, Parcel 004.

A plat to accompany legal description, Exhibit "B," is attached hereto and made a part thereof.

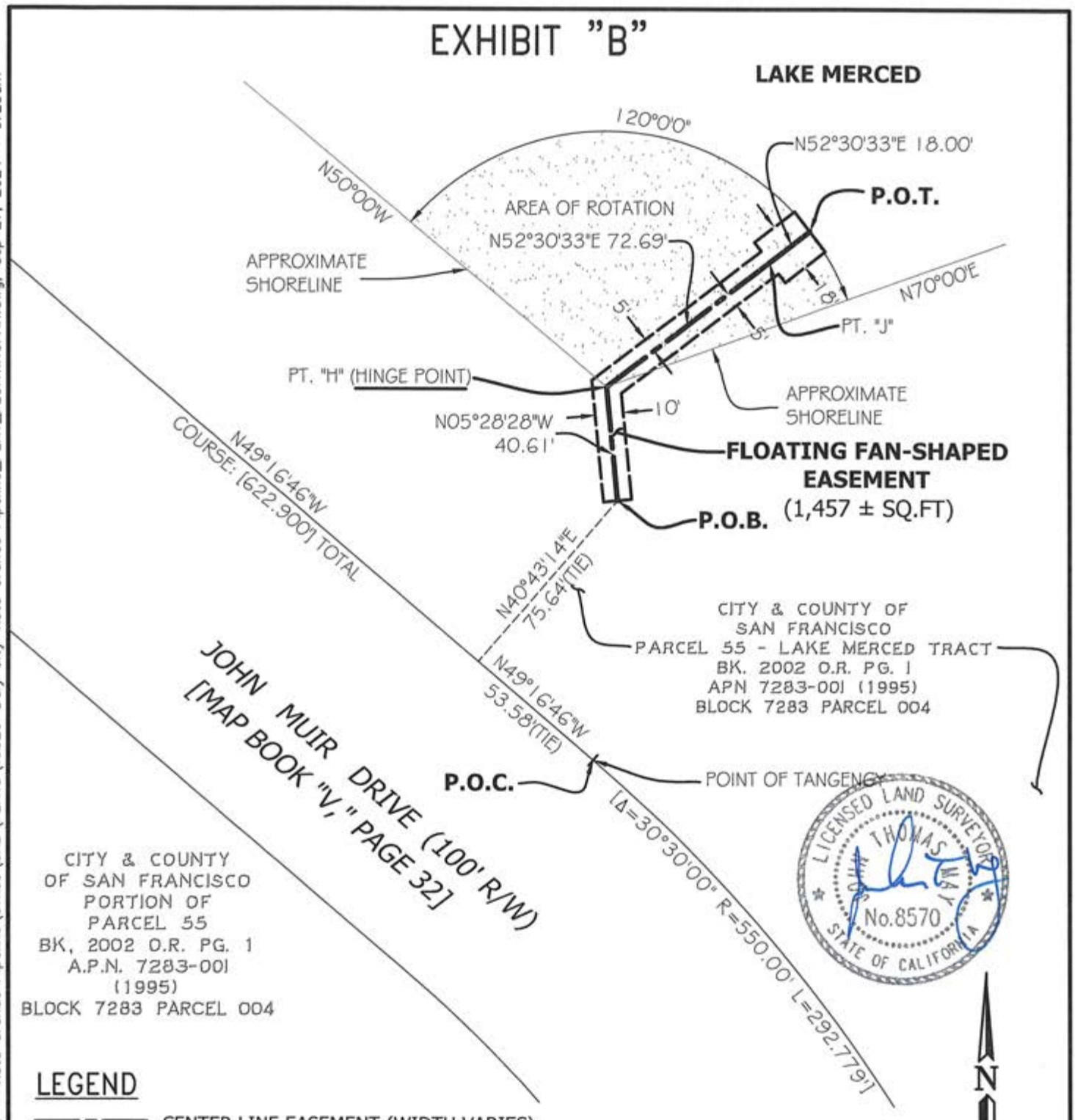
The dimensions stated in this description and accompanying Plat (Exhibit "B") are measured in ground distances.

This description was prepared by me or under my direction in September of 2024 pursuant to Sections 8725, 8726(3), and 8726(7) of the Professional Land Surveyors Act of the State of California (Business and Professions Code Sections 8700-8805).

JOHN T. MAY
LICENSED LAND SURVEYOR No. 8570
(EXP. 03/31/2025)
STATE OF CALIFORNIA

DATE: 9/27/2024

EXHIBIT "B"



LEGEND

———	CENTER LINE EASEMENT (WIDTH VARIES)
- - - -	FANSHAPED EASEMENT
———	RIGHT-OF-WAY LINE
———	TIE LINE
A.P.N.	ASSESSOR'S PARCEL NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.O.T.	POINT OF TERMINATION
[ ]	RECORD PER MAP BOOK "V," PAGE 32

THE DIMENSIONS STATED ON PLAT (EXHIBIT "B") ARE MEASURED IN GROUND DISTANCES.

SHEET 1 OF 1

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EXHIBIT F

LEASE TERMINATION AGREEMENT

This Lease Termination Agreement (the "**Agreement**") is entered into _____, 202__, by and between the CITY AND COUNTY OF SAN FRANCISCO, a California municipal corporation ("**City**"), acting by and through its PUBLIC UTILITIES COMMISSION ("**SFPUC**"), and the CITY OF DALY CITY, a California municipal corporation ("**Daly City**"). City and Daly City sometimes are referred to collectively in this Agreement as the "**Parties**" or singularly as "**Party**."

RECITALS

This Agreement is made with reference to the following facts:

A. On July 2, 2007, the Parties entered into a Ground Lease ("**Daly City Lease**"), for the Lake Merced Drainage Tunnel (also known as the Vista Grande Tunnel or "**Tunnel**") near Lake Merced in San Francisco. The Daly City Lease allows Daly City to operate, maintain, and repair the Tunnel. The Daly City Lease is attached hereto as **Attachment 1** and incorporated herein by reference.

B. The Daly City Lease expired in 2017 and is currently in holdover status.

C. The Parties desire to enter into this Agreement for the purpose of agreeing to terminate the Daly City Lease, effective as of the Closing Date ("**Lease Termination Date**") as defined in the Agreement for Sale of Real Estate entered into by the Parties and dated _____, 202__.

NOW, THEREFORE, the Parties hereby acknowledge and agree as follows:

AGREEMENT

1. Lease Termination. The Parties each acknowledges and agrees that the Daly City Lease and all of the Parties' right, title and interest under the Daly City Lease shall be deemed terminated effective on the Lease Termination Date; provided, however, that any rights or obligations specifically identified in the Daly City Lease to survive lease termination shall so survive.

2. Successors and Assigns. The provisions of this Agreement will inure to the benefit of and bind the respective successors and assigns of Parties.

3. Counterparts. This Agreement may be executed in counterparts, each of which will be an original, but all counterparts will constitute one instrument.

4. General Provisions. **(a)** This Agreement may be amended or modified only by a writing signed by the Parties. **(b)** No waiver by any Party of any of the provisions of this Agreement will 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)** All approvals and determinations of the City requested, required, or permitted under this Agreement may be made by the General Manager of the SFPUC. **(d)** This instrument (including the attached exhibits) contains the entire agreement between the Parties with regard to the subject matter of this Agreement and all prior written or oral negotiations, discussions, understandings, and agreements are merged into this Agreement. **(e)** This Agreement will be governed by California law and San Francisco's Charter

and Administrative Code. **(f)** This Agreement has been drafted through a cooperative effort of the City and Daly City, and both Parties have had an opportunity to have this Agreement reviewed and revised by legal counsel. No party will be considered the drafter of this Agreement, and no presumption or rule that an ambiguity will be construed against the party drafting the clause will apply to the interpretation or enforcement of this Agreement.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the respective dates written below.

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
DENNIS J. HERRERA
General Manager
San Francisco Public Utilities Commission

Date: _____

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

By: _____
Nancy Taylor
Deputy City Attorney

CITY OF DALY CITY
a California municipal corporation

By: _____
THOMAS J. PICCOLOTTI
City Manager

Date: _____

APPROVED AS TO FORM

ROSE ZIMMERMAN, City Attorney

By: _____
Rose Zimmerman
City Attorney

ATTACHMENT 1

DALY CITY LEASE

(5) Water Waste Water – San Conjunctive Use Agreement

SAN FRANCISCO PUBLIC UTILITIES COMMISSION

GAVIN NEWSOM, MAYOR

GROUND LEASE

between

CITY AND COUNTY OF SAN FRANCISCO,
as Landlord

and

CITY OF DALY CITY,
as Tenant

For the lease of
THE VISTA GRANDE TUNNEL

Date

SAN FRANCISCO PUBLIC UTILITIES COMMISSION

Ryan L. Brooks --President
Ann Moller Caen– Vice President
E. Dennis Normandy – Commissioner
Richard Sklar – Commissioner
Adam Werbach – Commissioner

Susan Leal
General Manager

SAN FRANCISCO PUBLIC UTILITIES COMMISSION
GROUND LEASE

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SAN FRANCISCO PUBLIC UTILITIES COMMISSION

GROUND LEASE

THIS GROUND LEASE (this "Lease") dated for reference purposes only as of _____, is by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City" or "Landlord"), and the CITY OF DALY CITY, a municipal corporation ("Daly City" or "Tenant"), collectively referred to as the "Parties."

RECITALS

A. In 1993 City and Daly City entered into and recorded an Assignment and Assumption of Easements dated July 13, 1993 ("1993 Assignment"), in which City assigned and Daly City assumed San Francisco's right, title and interest in certain easements, as described in the 1993 Assignment.

B. The easements assigned and assumed pursuant to the 1993 Assignment govern the use of real property in connection with operation and maintenance of the Vista Grande Canal and certain connecting pipelines thereto that had been previously authorized under revocable permits between the Parties, but did not include the Vista Grande Tunnel, which continues to be owned by the SFPUC and used by Daly City for the disposal of sanitary sewage effluent and storm water. A true and correct copy of the 1993 Assignment is attached hereto as **Exhibit A** and is incorporated herein by this reference.

C. The Parties desire to enter into this Lease for the purpose of formalizing Daly City's use of the Vista Grande Tunnel and for resolving disputes arising out of property damage caused to City by Daly City's use of the Vista Grande Canal and Tunnel for storm water disposal purposes.

LEASE

City and Daly City hereby agree as follows:

1. BASIC LEASE INFORMATION

The following is a summary of basic lease information (the "Basic Lease Information"). Each item below shall be deemed to incorporate all of the terms set forth in this Lease pertaining to such item. In the event of any conflict between the information in this Section and any more specific provision of this Lease, the more specific provision shall control.

Lease Reference Date:	July 2, 2007
Landlord:	CITY AND COUNTY OF SAN FRANCISCO
Tenant:	CITY OF DALY CITY and its subsidiaries, including the North San Mateo County Sanitation District
Premises (Section 3.1):	Vista Grande Tunnel
Term (Section 4.1):	Estimated Commencement Date: August 9, 2007 Commencement Date: _____, 2007 Expiration Date: _____, 2017

Use (Section 7.1):	Operation, maintenance and repair of existing Vista Grande Tunnel for conveyance of treated wastewater, stormwater, and other runoff water.
Notice Address of City (Section 22.1):	Real Estate Services Public Utilities Commission 1155 Market St., 4th Flr. San Francisco, CA 94103 Attn: Director
with a copy to:	Office of the City Attorney City and County of San Francisco Room 234, City Hall 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102-4682 Attn: Real Estate & Finance Team
Key Contact for City:	Garrett M. Dowd
Telephone No.:	(415) 487-5211
Facsimile No.:	_____
Notice Address of Tenant (Section 22.1):	Office of City Manager City of Daly City 333 90th Street Daly City, CA 94015 Attn: Patricia E. Martel
with a copy to:	Office of the City Attorney City of Daly City 333 90th Street Daly City, CA 94015 Attn: Rose Zimmerman
Key Contact for Tenant:	Patricia E. Martel
Telephone No.:	(650) 991-8127
Facsimile No.:	(650) 991-5759

2. DEFINITIONS

For purposes of this Lease, initially capitalized terms shall have the meanings ascribed to them in this Section:

"1993 Assignment" means the Assignment and Assumption of Easements dated July 13, 1993, in which City assigned and Daly City assumed San Francisco's right, title and interest in certain easements associated with the Vista Grande Canal upstream of the Premises.

"Additional Charges" means any and all real and personal property taxes, possessory interest taxes and other costs, impositions and expenses described in **Section 6** hereof or otherwise payable by Tenant under this Lease.

"**Affiliate of Tenant**" means any person or entity which directly or indirectly, through one or more intermediaries, controls, is controlled by or is under the common control with, Tenant. As used above, the words "control," "controlled" and "controls" mean the right and power, directly or indirectly through one or more intermediaries, to direct or cause the direction of substantially all of the management and policies of a person or entity through ownership of voting securities or by contract, including, but not limited to, the right to fifty percent (50%) or more of the capital or earnings of a partnership or, alternatively, ownership of fifty percent (50%) or more of the voting stock of a corporation.

"**Agents**" means, when used with reference to either Party to this Lease, the officers, directors, employees, agents and contractors of such Party, and their respective heirs, legal representatives, successors and assigns.

"**Alterations**" means any alterations, installations or additions to any Improvements or to the Premises.

"**Assignment**" has the meaning given in **Section 17** hereof.

"**Award**" means all compensation, sums or value paid, awarded or received for a Taking, whether pursuant to judgment, agreement, settlement or otherwise, or an arbitrator's Award pursuant to **Section 14.2** hereof.

"**Basic Lease Information**" means the information with respect to this Lease summarized in **Section 1** hereof.

"**City**" means the City and County of San Francisco, a municipal corporation.

"**City Facilities**" means any and all SFPUC water or sewer pipelines, storage boxes, drainage pipelines, hatch covers, wells and other surface and subsurface facilities owned by the SFPUC (except for the Vista Grande Tunnel) and now or later located in, under, on or about the Premises for the storage, transportation or distribution of water or treatment of wastewater for municipal purposes, together with all appurtenances thereto and all monuments thereof, along with all other City property below the overflow elevation of the Vista Grande Canal, including streets, roadways, recreational improvements at Lake Merced, and related appurtenances, as shown on **Exhibit D**.

"**Commencement Date**" means the date on which the Term of this Lease commences as described in **Section 4.2** hereof.

"**Date of Taking**" means the earlier of (i) the date upon which title to the portion of the Premises taken passes to and vests in the condemnor or (ii) the date on which Tenant is dispossessed.

"**Effective Date**" means the date on which this Agreement becomes effective pursuant to **Section 4.3** hereof.

"**Encumber**" means create any Encumbrance; "**Encumbrance**" means any mortgage, deed of trust, assignment of rents, fixture filing, security agreement, or similar security instrument, or other lien or encumbrance.

"**Encumbrancer**" means a mortgagee, beneficiary of a deed of trust or other holder of an Encumbrance.

"**Environmental Laws**" means any present or future federal, state or local Laws or policies relating to Hazardous Material (including, without limitation, its use, handling,

transportation, production, disposal, discharge or storage) or to human health and safety, industrial hygiene or environmental conditions in, on, under or about the Premises (including any permitted Improvements) and any other property, including, without limitation, soil, air and groundwater conditions.

"**Event of Default**" means any one of the events of default described in **Section 18.1** hereof.

"**General Manager**" means the General Manager of the Public Utilities Commission.

"**Hazardous Material**" means any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment. Hazardous Material includes, without limitation, any material or substance defined as a "hazardous substance," or "pollutant" or "contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA," also commonly known as the "Superfund" law), as amended, (42 U.S.C. Sections 9601 et seq.) or pursuant to Section 25281 of the California Health & Safety Code; any "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 structure of any existing improvements on the Land, any Improvements to be constructed on the Land by or on behalf of Tenant, or are naturally occurring substances on, in or about the Land; and petroleum, including crude oil or any fraction thereof, and natural gas or natural gas liquids.

"**Hazardous Material Claims**" means any and all enforcement, Investigation, Remediation or other governmental or regulatory actions, agreements or orders threatened, instituted or completed pursuant to any Environmental Laws, together with any and all Losses made or threatened by any third party against City, the PUC, their Agents, or the Premises or any Improvements, relating to damage, contribution, cost recovery compensation, loss or injury resulting from the presence, release or discharge of any Hazardous Materials, including, without limitation, Losses based in common law. Hazardous Materials Claims include, without limitation, Investigation and Remediation costs, fines, natural resource damages, damages for decrease in value of the Premises or any Improvements, the loss or restriction of the use or any amenity of the Premises or any Improvements, and attorneys' fees and consultants' fees and experts' fees and costs.

"**Improvements**" means any and all buildings, structures, fixtures and other improvements constructed, installed or placed on the Premises by or on behalf of Tenant pursuant to this Lease, including, without limitation, any roads, trails, driveways, parking areas, curbs, walks, fences, walls, stairs, poles, plantings and landscaping.

"**Indemnify**" means indemnify, protect, defend and hold harmless forever.

"**Indemnified Parties**" means City, including, but not limited to, all of its boards, commissions, departments, agencies and other subdivisions, including, without limitation, its PUC, and all of its and their respective Agents, and their respective heirs, legal representatives, successors and assigns, and each of them.

"**Investigation**" when used with reference to Hazardous Material means any activity undertaken to determine the nature and extent of Hazardous Material that may be located in, on, under or about the Premises, any Improvements or any portion thereof or which have been, are being, or threaten to be Released into the environment. Investigation shall include, without limitation, preparation of site history reports and sampling and analysis of environmental conditions in, on, under or about the Premises or any Improvements.

"**Invitees**" when used with respect to Tenant means the clients, customers, invitees, guests, members and licensees, assignees and subtenants of Tenant.

"**Joint Study**" means the August, 2006 study entitled "Vista Grande Watershed Study" by RMC Water and Environment that was jointly funded by the Parties.

"**Land**" means the real property described in **Exhibit B** attached hereto.

"**Landlord**" means the City and County of San Francisco.

"**Law**" means any law, statute, ordinance, resolution, regulation, proclamation, order or decree of any municipal, county, state or federal government or other governmental or regulatory authority with jurisdiction over the Premises, or any portion thereof, whether currently in effect or adopted in the future and whether or not in the contemplation of the Parties.

"**Lease**" means this Lease as it may be amended in accordance with its terms.

"**Losses**" means any and all claims, demands, losses, liabilities, damages, liens, injuries, penalties, fines, lawsuits and other proceedings, judgments and awards and costs and expenses, including, without limitation, reasonable attorneys' and consultants' fees and costs.

"**Official Records**" means the official records of the county(ies) in which the Premises are located.

"**Party**" means City or Tenant; "**Parties**" means both City and Tenant.

"**Premises**" has the meaning given in **Section 3.1** hereof. The Premises shall include any existing and permitted future Improvements, together with any additions, modifications or other Alterations thereto permitted hereunder. Notwithstanding anything to the contrary in this Lease, the Premises do not include the City Facilities, nor any water, water rights, riparian rights, water stock, mineral rights or timber rights relating to the Premises.

"**PUC**" means the Public Utilities Commission of the City and County of San Francisco.

"**Release**" when used with respect to Hazardous Material means any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or inside any existing Improvements or any Improvements constructed hereunder by or on behalf of Tenant, or in, on, under or about the Premises or City Facilities or any portion thereof.

"**Remediation**" when used with reference to Hazardous Material means any activities undertaken to clean up, remove, contain, treat, stabilize, monitor or otherwise control any Hazardous Material located in, on, under or about the Premises or City Facilities or which have been, are being, or threaten to be Released into the environment. Remediate includes, without limitation, those actions included within the definition of "remedy" or "remedial action" in California Health and Safety Code Section 25322 and "remove" or "removal" in California Health and Safety Code Section 25323.

"**Rent**" means any real and personal property taxes, possessory interest taxes and other costs, impositions and expenses described in **Section 5** hereof or otherwise payable by Tenant under this Lease.

"**SFPUC**" means the Public Utilities Commission of the City and County of San Francisco.

"**Sublease**" has the meaning given in **Section 17** hereof.

"**Taking**" means a taking or damaging, including severance damage, by eminent domain, inverse condemnation or for any public or quasi-public use under Law. A Taking may occur pursuant to the recording of a final order of condemnation, or by voluntary sale or conveyance in lieu of condemnation or in settlement of a condemnation action.

"**Tenant**" means the Party identified as Tenant in the Basic Lease Information and at the beginning of this Lease. Except when immediately followed by the word "itself," the term Tenant shall also refer to the successors and assigns of Tenant's interests under this Lease, provided that the rights and obligations of Tenant's successors and assigns shall be limited to only those rights and obligations that this Lease permits to be transferred and that have been transferred in accordance with this Lease.

"**Tenant's Personal Property**" means the personal property of Tenant described in **Section 8.3** hereof.

"**Term**" means the term of this Lease as determined under **Section 4.1** hereof.

"**Transfer**" means any Assignment or Sublease.

"**Transferee**" means any recognized assignee of any part of Tenant's leasehold interest hereunder or any recognized subtenant of any portion of the Premises, pursuant to a Transfer that complies with **Section 17** hereof.

"**Unmatured Event of Default**" means any default by Tenant under this Lease that, with the giving of notice or the passage of time, or both, would constitute an Event of Default hereunder.

3. PREMISES

3.1 Leased Premises

Subject to the terms, covenants and conditions of this Lease, City leases to Tenant and Tenant leases from City, the real property located in the City and County of San Francisco, State of California, more particularly described in the attached **Exhibit B**, together with any and all improvements existing thereon and owned by City as of the date of this Lease including but not limited to the Vista Grande Tunnel and all appurtenances thereto used by Daly City that were not included in the 1993 Assignment (the "Premises"); excluding therefrom and reserving during the Term unto City, its successors and assigns, the rights described in **Section 3.2** below. Tenant shall have the exclusive right to use the Premises for the conveyance of treated wastewater, stormwater, and other runoff water. The Premises are shown generally on SFPUC Drawing No. _____, a copy of which is attached hereto as **EXHIBIT C**. Nothing in this Lease is intended to grant Tenant any right whatsoever to possess, use or operate the City Facilities, or any portion thereof.

3.2 Rights Reserved to City

Notwithstanding anything to the contrary in this Lease, City reserves and retains all of the following rights relating to the Premises:

(a) Any and all water and water rights, including, but not limited to (i) any and all surface water and surface water rights, including, without limitation, riparian rights and appropriative water rights to surface streams and the underflow of streams, and (ii) any and all groundwater and subterranean water rights, including, without limitation, the right to export

percolating groundwater for use by City or its water customers; provided, however, that nothing in this Section 3.2 shall limit the rights of Tenant to use the Premises for the conveyance of treated wastewater, stormwater, and other runoff water.

(b) Any and all timber and timber rights, including, without limitation, all standing trees and downed timber;

(c) Any and all minerals and mineral rights of every kind and character now known to exist or hereafter discovered in the Premises, including, but not limited to, oil and gas rights thereto, together with the sole, exclusive, and perpetual right to explore for, remove, and dispose of those minerals by any means or methods suitable to City or its successors and assigns, but without entering upon or using the surface of the lands of the Premises and in such manner as not to damage the surface of the Premises or to interfere with the permitted use thereof by Tenant, without Tenant's prior written consent;

(d) All rights to use, operate, maintain, repair, enlarge, modify, expand, replace and reconstruct the City Facilities;

(e) The right to grant future easements and rights-of-way over, across, under, in and upon the Premises as City shall determine to be in the public interest, provided that any such easement or right-of-way shall be conditioned upon the grantee's assumption of liability to Tenant for damage to its property that Tenant may sustain hereunder as a result of the grantee's use of such easement or right-of-way; and provided, further, that any future easements or rights-of-way granted by City as to the Premises shall prohibit interference with Tenant's use of the Premises under this Lease;

(f) All rights of access provided for in Section 19 below.

3.3 As Is Condition of Premises

(a) Inspection of Premises

Tenant represents and warrants that Tenant has conducted a thorough and diligent inspection and investigation, either independently or through Agents of Tenant's own choosing, of the Premises and the suitability of the Premises for Tenant's intended use. Tenant is fully aware of the needs of its operations and has determined, based solely on its own investigation, that the Premises are suitable for its operations and intended uses.

(b) As Is; Disclaimer of Representations

Tenant acknowledges and agrees that the Premises are being leased and accepted in their "**AS IS, WITH ALL FAULTS**" condition, without representation or warranty of any kind, and subject to all applicable Laws governing the use, occupancy, management, operation and possession of the Premises. Without limiting the foregoing, this Lease is made subject to any and all covenants, conditions, restrictions, easements and other title matters affecting the Premises, or any portion thereof, to the extent valid and enforceable under California law. Tenant acknowledges and agrees that neither City, PUC, nor any of their Agents have made, and City hereby disclaims, any representations or warranties, express or implied, concerning: (i) title or survey matters affecting the Premises, (ii) the physical, geological, seismological or environmental condition of the Premises, (iii) the quality, nature or adequacy of any utilities serving the Premises, (iv) the present or future suitability of the Premises for Tenant's intended uses, (v) the feasibility, cost or legality of constructing any Improvements on the Premises if required for Tenant's use and permitted under this Lease, or (vi) any other matter whatsoever relating to the Premises or their use, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose.

4. TERM

4.1 Term of Lease Date

The Premises are leased for a term (the "Term") commencing on the date specified in the Basic Lease Information as the commencement date (the "Commencement Date"), subject to this Lease becoming effective pursuant to **Section 4.3** below. The Term of this Lease shall end on the expiration date specified in the Basic Lease Information, unless sooner terminated pursuant to the provisions of this Lease. This Lease may be renewed upon mutual agreement of the Parties.

4.2 Commencement Date and Expiration Date

The dates on which the Term commences and terminates pursuant hereto are referred to respectively as the "Commencement Date" and the "Expiration Date."

4.3 Effective Date

This Lease shall become effective on the date (the "Effective Date") upon which (i) the PUC passes a resolution approving this Lease, and (ii) the Parties hereto have duly executed and delivered this Lease.

5. RENT

This Lease is a "net lease." Accordingly, Tenant shall be solely responsible for paying each item of cost or expense of every kind and nature whatsoever, the payment of which City would otherwise be or become liable by reason of its estate or interests in the Premises and any Improvements, any rights or interests of City in or under this Lease, or the ownership, leasing, operation, management, maintenance, repair, rebuilding, remodeling, renovation, use or occupancy of the Premises, any permitted Improvements, or any portion thereof.

6. TAXES, ASSESSMENTS AND OTHER EXPENSES

6.1 Taxes and Assessments, Licenses, Permit Fees and Liens

Tenant recognizes and agrees that this Lease may create a possessory interest subject to property taxation and that Tenant may be subject to the payment of property taxes levied on such interest.

6.2 Other Expenses

Tenant shall be responsible for any and all other charges, costs and expenses related to its use, occupancy, operation or enjoyment of the Premises or any Improvements permitted thereon, including, without limitation, the cost of any utilities or services necessary for Tenant's use.

6.3 Evidence of Payment

Tenant shall, upon City's request, furnish to City within ten (10) days after the date when any charges are due and payable, official receipts of the appropriate taxing authority or other evidence reasonably satisfactory to City, evidencing payment thereof.

7. USE; COVENANTS TO PROTECT PREMISES AND CITY FACILITIES

7.1 Tenant's Permitted Use

Tenant may use the Premises and any Improvements allowed hereunder only for the use specified in the Basic Lease Information, and for no other purpose.

7.2 Covenants Regarding Use

As a material inducement to City to enter into this Lease, Tenant covenants with City as follows:

(a) No Unlawful Uses or Nuisances

Tenant shall not use or occupy any of the Premises or any Improvements, or permit the use or occupancy thereof, in any unlawful manner or for any illegal purpose, or permit to be carried on any offensive, immoral, noisy or hazardous use. Tenant shall take all precautions to eliminate immediately any nuisances or hazards relating to its activities on or about the Premises or any Improvements permitted hereunder.

(b) Covenant Against Waste

Tenant shall not cause or permit any waste, damage or injury to the Premises.

(c) Covenant to Protect City Facilities

At all times during the Term of this Lease, Tenant shall protect the City Facilities from any damage, injury or disturbance. If Tenant or any of its Agents or Invitees damages, injures or disturbs any of the City Facilities, or any portion of the City Facilities (including monuments), Tenant shall immediately notify City of that occurrence. City may, without limiting any of its other rights hereunder, take all actions it deems proper to repair such City Facilities (including relocation of monuments) at Tenant's sole expense. Tenant shall promptly, upon City's request, remove or alter to City's satisfaction and at Tenant's sole cost, any Improvements, Alterations or Tenant's Personal Property placed on the Premises by or on behalf of Tenant as necessary to avoid interference with City's use of the Premises for municipal purposes. Alternatively, subject to the SFPUC General Manager's approval in his or her sole discretion, Tenant may pay City for the costs determined by the SFPUC General Manager that City will incur as a result of such interference.

(d) Covenant to Protect Water Courses

Tenant shall not cause any flooding on adjacent land occupied by City Facilities. If such flooding occurs and City Facilities are damaged, Tenant shall reimburse City for all costs of repairing City Facilities and the Parties will otherwise resolve any disputes arising out of such flooding in accordance with the provisions of **Section 14.2** of this Lease. Tenant shall not engage in any activity that causes any change, disturbance, fill, alteration or impairment to the bed, bank or channel of any natural water course, wetland, or other body of water on, in, under or about the Premises, nor shall Tenant engage in any activity that would pollute or degrade any surface or subsurface waters or result in the diminution or drainage of such waters.

(e) Covenant Against Dumping

Tenant shall not cause or permit the dumping or other disposal on, under or about the Premises of landfill, refuse, Hazardous Material or other materials that are unsightly or could pose a hazard to the human health or safety, native vegetation or wildlife, or the environment.

8. IMPROVEMENTS

8.1 Construction of Improvements

Tenant shall not construct or install any Improvements nor make or permit any Alterations in, to or about the Premises, without SFPUC's prior written consent in each instance, which consent shall not be unreasonably withheld. Subject to SFPUC's consent as provided above, any permitted Improvements or Alterations shall be done at Tenant's sole expense (i) in strict accordance with plans and specifications approved in advance by SFPUC in writing, (ii) by duly licensed and bonded contractors or mechanics approved by SFPUC, (iii) in a good and professional manner, (iv) in strict compliance with all Laws, and (v) subject to all other conditions that SFPUC may reasonably impose, including, without limitation, provision of such completion security as is acceptable to SFPUC. In no event shall the construction or installation of any such Improvements or the making of any Alterations impair the use or operation of the City Facilities, or any portion thereof, or City's access thereto. Prior to the commencement of any work on the Premises to construct any permitted Improvements or make any permitted Alterations, Tenant, at its sole expense, shall procure all required permits and approvals and shall promptly upon receipt deliver copies of all such documents to SFPUC. No material change from the plans and specifications approved by SFPUC may be made without SFPUC's prior consent. SFPUC and its Agents shall have the right to inspect the course of such construction at all times. Upon completion of such Improvements or Alterations, Tenant shall furnish SFPUC with a complete set of final as-built plans and specifications. Tenant shall require from each contractor and subcontractor performing any work on or about the Premises a policy of general public liability insurance, with such limits as may reasonably be required by City from time to time, but in any event not less than One Million Dollars ($1,000,000) combined single limit. Such insurance shall also be in compliance with the requirements set forth in **Section 16.2(c)**.

8.2 Ownership of Improvements

Any Improvements or Alterations constructed on or affixed to the Premises by or on behalf of Tenant pursuant to the terms and limitations of **Section 8.1** above shall be and remain Tenant's property during the Term. Upon the Expiration Date or any earlier termination hereof, Tenant shall remove all such Improvements and Alterations from the Premises in accordance with the provisions of **Section 20.1** hereof, unless SFPUC, at its sole option and without limiting any of the provisions of **Section 8.1** above, requires as a condition to approval of any such Improvements or Alterations that such Alterations or Improvements remain on the Premises following the expiration or termination of this Lease or unless SFPUC as a condition of such approval reserves the right to elect by notice to Tenant not less than thirty (30) days prior to the end of the Term to have such Improvements or Alterations remain on the Premises.

8.3 Tenant's Personal Property

All furniture, furnishings and articles of movable personal property and equipment installed in the Premises by or for the account of Tenant that can be removed without structural or other material damage to the Premises (all of which are herein called "Tenant's Personal Property") shall be and remain the property of Tenant and may be removed by it subject to the provisions of **Section 20.1** hereof. At least ten (10) days prior to delinquency, Tenant shall pay all taxes levied or assessed upon Tenant's Personal Property and shall deliver satisfactory evidence of such payment to City.

9. REPAIRS AND MAINTENANCE TO PREMISES

Tenant assumes full and sole responsibility for the condition, operation, repair, maintenance and management of the Premises, including the Vista Grande Tunnel, all appurtenances thereto that were not transferred to Tenant in the 1993 Assignment, and any

permitted Improvements from and after the Commencement Date. City shall not under any circumstances be responsible for the performance of any repairs, changes or alterations to the Premises or any adjoining property (including, without limitation, access roads, utilities and other infrastructure serving the Premises), nor shall City be liable for any portion of the cost thereof. Tenant shall make all repairs and replacements that may be necessary to maintain the Premises in a safe condition and in good order and repair.

10. LIENS

Tenant shall keep the Premises and all of City's property free (including, without limitation, the City Facilities) from any liens arising out of any work performed, material furnished or obligations incurred by or for Tenant. In the event Tenant does not, within five (5) days following the imposition of any such lien, cause the lien to be released of record by payment or posting of a proper bond, City shall have in addition to all other remedies provided herein and by Law or equity the right, but not the obligation, to cause the same to be released by such means as it shall deem proper, including, but not limited to, payment of the claim giving rise to such lien. All such sums paid by City and all expenses it incurs in connection therewith (including, without limitation, reasonable attorneys' fees) shall be payable to City by Tenant upon demand. City shall have the right at all times to post and keep posted on the Premises any notices permitted or required by Law or that City deems proper for its protection and protection of the Premises and City's property, from mechanics' and materialmen's liens. Tenant shall give City at least fifteen (15) days' prior written notice of the commencement of any repair or construction on any of the Premises. Notwithstanding the foregoing, Tenant shall have the right, upon posting of an adequate bond or other security acceptable to City, to contest any such lien, and in such case City shall not seek to satisfy or discharge such lien unless Tenant has failed to do so within ten (10) days after final determination of the validity thereof. Tenant shall Indemnify City, the other Indemnified Parties and the Premises against any and all Losses arising out of any such contest.

11. RESERVATION OF RIGHTS REGARDING OWNERSHIP OF PREMISES

While the form of this agreement is a lease, neither Party intends the form of the agreement to imply ownership of the Vista Grande Tunnel or the land upon which it is situated. Therefore, notwithstanding any other provision of this Lease, nothing in this Lease shall constitute an admission, express or implied, by either Party as to the ownership of the Vista Grande Tunnel or the land upon which it is situated.

12. COMPLIANCE WITH LAWS

12.1 Compliance with Laws

Tenant shall promptly, at its sole expense, maintain the Premises, including any Improvements and Tenant's use and operations thereon in strict compliance at all times with all present and future Laws, whether foreseen or unforeseen, ordinary as well as extraordinary. Such Laws shall include, without limitation, all Laws relating to health and safety and disabled accessibility including, without limitation, the Americans with Disabilities Act, 42 U.S.C. Sections 12101 et seq., all present and future Environmental Laws (as defined in this Lease), and all present and future life safety and fire sprinkler requirements. The Parties acknowledge and agree that Tenant's obligation to comply with all laws as provided herein is a material part of the bargained-for consideration under this Lease. Tenant's obligation under this Section shall include, without limitation, the responsibility of Tenant to make substantial or structural repairs and alterations to the Premises (including any Improvements), regardless of, among other factors, the relationship of the cost of curative action to the Rent under this Lease, the length of the then remaining Term hereof, the relative benefit of the repairs to Tenant or City, the degree to which the curative action may interfere with Tenant's use or enjoyment of the Premises, the

likelihood that the parties contemplated the particular Law involved, and whether the Law involved is related to Tenant's particular use of the Premises. Without limiting **Section 5** hereof, no occurrence or situation arising during the Term, nor any present or future Law, whether foreseen or unforeseen, and however extraordinary, shall relieve Tenant from its obligations hereunder, or shall give Tenant any right to terminate this Lease in whole or in part or to otherwise seek redress against City. Tenant waives any rights now or hereafter conferred upon it by any existing or future Law to terminate this Lease, or to compel City to make any repairs to comply with any such Laws, on account of any such occurrence or situation.

12.2 Regulatory Approvals

Tenant's use of the Premises may require authorizations, approvals or permits from governmental regulatory agencies with jurisdiction over Tenant's operation and use of the Premises. Tenant shall be solely responsible for obtaining any and all such regulatory approvals. Tenant shall bear all costs associated with applying for, obtaining and maintaining any necessary or appropriate regulatory approval and shall be solely responsible for satisfying any and all conditions imposed by regulatory agencies as part of a regulatory approval. Any fines or penalties levied as a result of Tenant's failure to comply with the terms and conditions of any regulatory approval are the sole responsibility of Tenant, and City shall have no liability, monetary or otherwise, for any such fines or penalties. Tenant shall Indemnify City and the other Indemnified Parties against all Losses arising in connection with Tenant's failure to obtain or comply with the terms and conditions of any regulatory approval.

Tenant understands and agrees that City, acting by and through its PUC, is entering into this Lease by acting as a property owner with a proprietary interest in the Premises and not as a regulatory agency with police powers. Nothing in this Lease shall limit in any way Tenant's obligation to obtain any required approvals from City departments, boards or commissions having jurisdiction over the Premises. By entering into this Lease, City is in no way modifying or limiting Tenant's obligation to cause the Premises or any permitted Improvements to be used and occupied in accordance with all applicable Laws, as provided further above.

12.3 Reports

Tenant shall submit a report and provide such documentation to City as City may from time to time request regarding Tenant's operations and evidencing compliance thereof with this Lease and all Laws.

13. DAMAGE OR DESTRUCTION

13.1 Damage or Destruction to the Improvements

In the case of damage to or destruction of the Premises by fire, earthquake, or any other casualty, whether insured or uninsured, Tenant shall, at its sole cost and with reasonable promptness and diligence, restore, repair, replace or rebuild the Premises as nearly as possible to the same condition, quality and class the Premises were in immediately before such damage or destruction, unless such damage or destruction was caused solely and directly by the gross negligence or willful misconduct of City or its Agents. With respect to any damage to or destruction by fire, earthquake or any other casualty to any Improvements permitted hereunder made by or on behalf of Tenant during the Term hereof, Tenant may, at its option and at its sole cost, restore, repair, replace or rebuild such Improvements to the condition such Improvements were in prior to such damage or destruction, subject to any changes made in strict accordance with the requirements of **Section 8.1** above. However, if Tenant does not notify City in writing within thirty (30) days after the date of such damage or destruction of Tenant's election to restore, repair, replace or rebuild any such damaged or destroyed Improvements as provided above, Tenant shall promptly, at its sole cost, demolish such Improvements and remove them

(including all debris) from the Premises in compliance with the provisions of **Section 20.1** below.

13.2 Waiver

The Parties understand and agree that the foregoing provisions of this Section are intended to govern fully the rights and obligations of the Parties in the event of damage or destruction to the Premises or Improvements, and City and Tenant each hereby waives and releases any right to terminate this Lease in whole or in part under Sections 1932.2 and 1933.4 of the Civil Code of California or under any similar Laws now or hereafter in effect, to the extent such rights are inconsistent with the provisions hereof.

14. DAMAGES TO CITY FACILITIES CAUSED BY FUTURE OVERFLOWS OF THE VISTA GRANDE CANAL

14.1 Accounting for Repairs to City Facilities; Handling of Third Party Claims

The Parties recognize that, during the term of this Lease, the Vista Grande Canal may overflow and damage City Facilities, and that there may be third party claims as a result of such incidents. In the event that overflows from the Vista Grande Canal damage any City Facilities, City agencies will undertake the necessary repairs. All repairs to City Facilities that are undertaken by City shall be designed to restore the previously existing condition and function of said City Facilities, except where complete replacement is necessary, in which case the replacement shall restore the pre-existing function pursuant to then-current engineering standards and requirements. Subject to future agreement with the City agency undertaking the repairs to City facilities, City may allow Tenant to provide in-kind services to offset all or a portion of the total repair costs incurred as a result of the overflow incident. Upon City's completion of the repairs to City Facilities, City will provide Tenant with a detailed cost accounting of all costs incurred in undertaking the repairs, which will include "soft" costs such as engineering, permitting, and environmental compliance, as well as "hard" costs incurred by City forces or independent construction contractors undertaking the repairs, as permitted under Generally Accepted Accounting Principles. Tenant shall have a thirty (30) day period in which to object in writing to any portion of the repair cost set forth in the City's accounting. If Tenant does not object in writing within thirty (30) days to any portion of the City's accounting of repair or replacement costs, City may immediately request the release of Escrow funds for the total amount of the repair costs, as provided in **Section 14.3** below. If Tenant disputes only a portion of the City's cost accounting for repairs, City may immediately request the release of the undisputed portion of the funds from Escrow as provided in **Section 14.3** below. Disputed portions of the City's cost accounting will be resolved via binding arbitration as provided in **Section 14.2** below. Third party claims resulting from overflow of the Vista Grande Canal shall be handled pursuant to **Section 15** of this lease, indemnification.

14.2 Arbitration

Resolution of any dispute between the Parties concerning City's withdrawal of funds from the escrow account established pursuant to **Section 14.3** of this Lease for repair of damage to City Facilities shall be determined by arbitration in San Jose, California before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures, and shall be concluded within sixty (60) days of the last of the thirty (30) day review period by Tenant. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator shall, in the Award, allocate all or part of the costs of the arbitration, including fees of the arbitrator and the reasonable attorneys' fees of the prevailing party. The term "costs" shall mean the costs and expenses of counsel to the Parties, which may include printing, duplicating and other expenses, air freight charges, hiring of

experts, and fees billed for law clerks, paralegals, and others not admitted to the bar but performing services under the supervision of an attorney. In the event that Tenant fails to pay City within thirty (30) days of the Arbitrator's award, interest shall accrue at the rate of 10% per year in accordance with the provisions of California Code of Civil Procedure section 685.010.

14.3 Escrow Account

The Parties hereby appoint Tina Davis of Fidelity National Title Company, 399 Bradford Street, #103, Redwood City, CA 94063 as Escrow Agent for purposes of this Lease, using the form escrow instructions attached to this Lease as **Exhibit F**. Tenant shall be solely responsible for payment of the Escrow Agent's fees set forth on Attachment 1 to **Exhibit F**. Within thirty (30) days following execution of this Lease by the Parties, Tenant shall deposit with Escrow Agent the sum of $500,000.00 ("Escrow Funds"). The Escrow Funds shall be deposited in an interest-bearing account and upon expiration of the Term, all unused Escrow Funds shall be returned to Tenant with interest. Upon either (1) receipt of a partially or wholly undisputed accounting of repairs to City Facilities following the expiration of the thirty (30) day review period set forth in **Section 14.2** or (2) entry of judgment on an arbitration Award against Tenant in accordance with **Section 14.2** of this Lease, the Escrow Agent shall release to City Escrow Funds in an amount necessary to cover the amount of the judgment. In the event of the release of Escrow Funds to City in accordance with this Lease, Tenant shall, within thirty (30) days following such release, replenish the Escrow Funds so that the amount of funds held in escrow equals the original amount of Escrow Funds ($500,000.00) required by this section, in addition to fully reimbursing City for the remaining total of any undisputed damage accounting or arbitration Award that was not satisfied by the initial release of Escrow Funds to City. In the event that the Escrow Funds are insufficient to cover the amount of the undisputed accounting or arbitration Award, City shall retain all remedies to enforce that portion of the accounting or arbitration Award not covered by the Escrow Funds, including litigation and submission of an insurance claim pursuant to **Section 16** of this Lease.

14.4 No Admission of Liability

Nothing in this Lease constitutes an admission, express or implied, of any liability on the part of Daly City arising from or relating to use of the Vista Grande Canal and Tunnel.

15. INDEMNIFICATION

Tenant agrees to indemnify City against and hold City harmless from any and all costs, liabilities, losses, damages or expenses (including, without limitation, reasonable attorneys' fees) arising from or relating to Tenant's use of the Vista Grande Tunnel or the Easements conveyed from City to Tenant in 1993.

16. INSURANCE

16.1 Tenant's Insurance

Tenant shall procure and maintain throughout the Term of this Lease and pay the cost thereof, insurance in the following amounts and coverages:

(a) Property Insurance

Property insurance, on an all-risk form, including earthquake and flood, for one hundred percent (100%) of the full insurable value of the Premises and the permitted Improvements, with any deductible not to exceed Ten Thousand Dollars ($10,000) each occurrence. Such insurance shall include Tenant and City as named insureds as their respective interests may appear. "Full insurable value" shall mean the actual replacement cost of the

Improvements and the existing improvements; which are included in the Premises (excluding foundation and excavation costs but without deduction for physical depreciation). It shall be determined at inception and each renewal by Insurer selected and paid by Tenant and reasonably acceptable to City; provided, however, that City shall have the right, at any time, to ascertain the full insurable value at its own expense, except that in the event such full insurance value exceeds the value of the then existing amount of insurance coverage procured by Tenant, Tenant shall pay the expense of determining the full insurable value.

(b) Commercial General Liability Insurance

Commercial General Liability Insurance with limits not less than One Million Dollars ($1,000,000) each occurrence combined single limit for bodily injury and property damage, including contractual liability, broad-form property damage, independent contractors, personal injury, products and completed operations.

(c) Other Insurance

City reserves the right to change amounts and types of insurance as permitted use of the property may change from time to time.

16.2 General Requirements

All insurance provided for under this Lease shall be effected under valid enforceable policies issued by insurers of recognized responsibility and reasonably approved by City.

(a) Should any of the required insurance be provided under a claims-made form, Tenant shall maintain such coverage continuously throughout the term hereof and, without lapse, for a period of three (3) years beyond the expiration or termination of this Lease, to the effect that, should occurrences during the Term give rise to claims made after expiration or termination of this Lease, such claims shall be covered by such claims-made policies.

(b) 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 be double the occurrence or claims limits specified above.

(c) All liability insurance policies shall be endorsed to provide the following:

(i) Name the City and County of San Francisco, its officers, agents and employees, as additional insureds, as their respective interests may appear hereunder.

(ii) That such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Lease, and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limit of liability.

(iii) All policies shall be endorsed to provide thirty (30) days' advance written notice to City of cancellation or intended non-renewal, mailed to the address(es) for City set forth in the Basic Lease Information.

16.3 Proof of Insurance

Tenant shall deliver to City certificates of insurance and additional insured policy endorsements from insurers in a form satisfactory to City, evidencing the coverages required hereunder, on or before the Commencement Date, together with complete copies of the policies

promptly upon City's request, and Tenant shall provide City with certificates or policies thereafter at least ten (10) days before the expiration dates of expiring policies. In the event Tenant shall fail to procure such insurance, or to deliver such policies or certificates, City may, at its option, procure the same for the account of Tenant, and the cost thereof shall be paid to City within five (5) days after delivery to Tenant of bills therefore.

16.4 Review of Insurance Requirements

Tenant and City shall periodically review the limits and types of insurance carried pursuant to this Section. If the general commercial practice in the City and County of San Francisco is to carry liability insurance in an amount or coverage materially greater than the amount or coverage then being carried by Tenant with respect to risks comparable to those associated with the Premises, then, at City's option, Tenant shall increase at its sole cost the amounts or coverages carried by Tenant to conform to such general commercial practice.

16.5 Lapse of Insurance

Notwithstanding anything to the contrary in this Lease, City may elect, in City's sole and absolute discretion, to terminate this Lease upon the lapse of any required insurance coverage by written notice to Tenant.

16.6 Tenant's Personal Property

Tenant may, at its expense, insure Tenant's Personal Property.

16.7 City's Self Insurance

Tenant acknowledges that City self-insures against property and liability risks and agrees City shall not be required to carry any insurance with respect to the Premises or otherwise.

16.8 Waiver of Subrogation

Notwithstanding anything to the contrary contained herein, to the extent permitted by their respective policies of property insurance, City and Tenant each hereby waive any right of recovery against the other party for any loss or damage sustained by such other party with respect to the Premises, whether or not such loss is caused by the fault or negligence of such other party, but only to the extent such loss or damage is actually recovered from such insurance.

16.9 Compliance with City's Risk Management Requirements

Tenant shall take no actions, nor shall it authorize the taking of any actions by third parties, in or about the Premises or any Improvements permitted hereunder, that would create any unusual fire risk, and shall take commercially reasonable steps to protect City from any potential premises liability. Tenant shall faithfully observe, at its expense, any and all reasonable requirements of City's Risk Manager with respect thereto and with the requirements of any policies of public liability, fire or other policies of insurance at any time in force with respect to the Premises and any Improvements as required hereunder.

17. ASSIGNMENT AND SUBLETTING

Tenant shall not directly or indirectly, voluntarily or by operation of Law, sell, assign, encumber, pledge, sublet, license, sublicense or otherwise transfer any part of its interest in or rights with respect to the Premises, any Improvements or its leasehold estate hereunder (each, a "Transfer") without the PUC's prior written consent in each instance, which consent shall not be unreasonably withheld. Any Transfer without the PUC's prior consent shall be voidable at the

option of the City in its sole and absolute discretion; and the General Manager shall have the right to terminate immediately this Lease by sending written notice to Tenant.

18. DEFAULT; REMEDIES

18.1 Events of Default

Any of the following shall constitute an event of default ("Event of Default") by Tenant hereunder:

(a) Rent

Any failure to pay any Rent or other sums as and when due, provided Tenant shall have a period of three (3) days from the date of written notice of such failure from City within which to cure any default in the payment of Rent or other sums; provided, however, that City shall not be required to provide such notice regarding Tenant's failure to make such payments when due more than twice during any calendar year, and any such failure by Tenant after Tenant has received two such notices in any calendar year from City shall constitute a default by Tenant hereunder without any requirement on the part of City to give Tenant notice of such failure or an opportunity to cure except as may be required by Section 1161 of the California Code of Civil Procedure;

(b) Covenants, Conditions and Representations

Any failure to perform or comply with any other covenant, condition or representation made under this Lease, provided Tenant shall have a period of fifteen (15) days from the date of written notice from City of such failure within which to cure such default under this Lease, or, if such default is not capable of cure within such 15-day period, Tenant shall have a reasonable period to complete such cure if Tenant promptly undertakes action to cure such default within such 15-day period and thereafter diligently prosecutes the same to completion and Tenant uses its best efforts to complete such cure within sixty (60) days after the receipt of notice of default from City; provided, however, that upon the occurrence during the Term of two (2) defaults of the same obligation City shall not be required to provide any notice regarding Tenant's failure to perform such obligation, and any subsequent failure by Tenant after Tenant has received two (2) such notices shall constitute a default by Tenant hereunder without any requirement on the part of City to give Tenant notice of such failure or an opportunity to cure.

18.2 Remedies

Upon the occurrence of an Event of Default by Tenant, City shall have all rights and remedies available to City at Law or in equity, including, as applicable, specific performance.

18.3 City's Right to Cure Tenant's Defaults

If Tenant defaults in the performance of any of its obligations under this Lease, then City may at any time thereafter with three (3) days prior written notice (except no such notice shall be required in the event of an emergency as determined by City), remedy such Event of Default for Tenant's account and at Tenant's expense. Tenant shall pay to City all sums expended by City, or other costs, damages, expenses or liabilities incurred by City, including, without limitation, reasonable attorneys' fees, in remedying or attempting to remedy such Event of Default. Tenant's obligations under this Section shall survive the termination of this Lease. Nothing herein shall imply any duty of City to do any act that Tenant is obligated to perform under any provision of this Lease, and City's cure or attempted cure of Tenant's Event of Default shall not constitute a waiver of Tenant's Event of Default or any rights or remedies of City on account of such Event of Default.

19. ACCESS BY CITY

19.1 Access to Premises by City

(a) General Access

City reserves for itself and its designated Agents the right to enter the Premises and any portion thereof at all reasonable times upon not less than forty-eight (48) hours written notice to Tenant (except in the event of an emergency) for any of the following purposes:

(i) To determine whether the Premises are in good condition and to inspect the Premises (including, without limitation, soil borings or other Hazardous Material Investigations);

(ii) To determine whether Tenant is in compliance with its obligations hereunder and to cure or attempt to cure any such default in accordance with the provisions of Section 18.3 hereof;

(iii) To serve, post or keep posted any notices required or allowed under any of the provisions of this Lease;

(iv) To do any maintenance or repairs to the Premises that City has the right or the obligation, if any, to perform hereunder; and

(v) To show it to any prospective purchasers, brokers, Encumbrancers or public officials, or, during the last year of the Term of this Lease, exhibiting the Premises to prospective tenants or other occupants, and to post any "for sale" or "for lease" signs in connection therewith.

(b) Emergency Access

In the event of any emergency, as determined by City, City may, at its sole option and without notice, enter the Premises and alter or remove Tenant's Personal Property on or about the Premises. City shall have the right to use any and all means City considers appropriate to gain access to any portion of the Premises in an emergency. In such case, City shall not be responsible for any damage or injury to any such property, nor for the replacement of any such property and any such emergency entry shall not be deemed to be a forcible or unlawful entry onto or a detainer of, the Premises, or an eviction, actual or constructive, of Tenant from the Premises or any portion thereof.

(c) No Liability

City shall not be liable in any manner, and Tenant hereby waives any claims, for any inconvenience, disturbance, loss of business, nuisance or other damage arising out of City's entry onto the Premises, except damage resulting directly and exclusively from the gross negligence or willful misconduct of City or its Agents and not contributed to by the acts, omissions or negligence of Tenant, its Agents or Invitees.

(d) Minimize Disruption

City shall use its reasonable good faith efforts to conduct any activities on the Premises allowed under this Section in a manner that, to the extent practicable, will minimize any disruption to Tenant's use hereunder.

19.2 Pipeline and Utility Installations

Without limiting **Section 19.1** above, City shall have the right at all times, to enter upon the Premises upon forty-eight (48) hours advance written or oral notice (except in cases of emergency as determined by City), to use, install, construct, repair, maintain, operate, replace, inspect, and remove City Facilities or any other public utility facilities. City shall bear the expense of any such activities, unless the need is occasioned by the acts, omissions or negligence of Tenant, its Agents or Invitees. City shall not be responsible for any temporary loss or disruption of Tenant's use of the Premises occasioned by any such facility installations or other activities.

19.3 Roadways

City and its Agents shall have the right to enter upon and pass through and across the Premises on any existing or future roadways and as City otherwise determines necessary or appropriate for purposes of the City Facilities, provided that City shall use its reasonable good faith efforts to use such roadways in a manner that, to the extent practicable, will minimize any disruption to Tenant's use hereunder.

20. SURRENDER

20.1 Surrender of the Premises

Upon the Expiration Date or any earlier termination of this Lease pursuant hereto, Tenant shall surrender to City the Premises, in good condition, order and repair, free from debris and hazards, and free and clear of all liens, easements and other Encumbrances created or suffered by, through or under Tenant. On or before the Expiration Date or any earlier termination hereof, Tenant shall, at its sole cost, remove any and all of Tenant's Personal Property from the Premises and demolish and remove any and all Improvements and Alterations from the Premises (except for the building and other improvements existing on the Commencement Date and any other Improvements or Alterations that City agrees are to remain part of the Premises pursuant to the provisions of **Section 8.2**). In addition, Tenant shall, at its sole expense, repair any damage to the Premises resulting from the removal of any such items and restore the Premises to their condition immediately prior to the presence of any Improvements or Alterations. In connection therewith, Tenant shall obtain any and all necessary permits and approvals, including, without limitation, any environmental permits, and execute any manifests or other documents necessary to complete the demolition, removal or restoration work required hereunder. Tenant's obligations under this Section shall survive the Expiration Date or other termination of this Lease. Any items of Tenant's Personal Property remaining on or about the Premises after the Expiration Date of this Lease may, at City's option, be deemed abandoned and in such case City may dispose of such property in accordance with Section 1980 et seq. of the California Civil Code or in any other manner allowed by Law.

If Tenant fails to surrender the Premises to City on the Expiration Date or earlier termination of the Term as required by this Section, Tenant shall Indemnify City against all Losses resulting therefrom, including, without limitation, Losses made by a succeeding tenant resulting from Tenant's failure to surrender the Premises.

20.2 Automatic Reversion

Upon the Expiration Date or earlier termination of this Lease, the Premises shall automatically, and without further act or conveyance on the part of Tenant or City, become the property of City, free and clear of all liens and Encumbrances and without payment therefore by City and shall be surrendered to City upon such date. Upon or at any time after the date of termination of this Lease, if requested by City, Tenant shall promptly deliver to City, without

charge, a quitclaim deed to the Premises suitable for recordation and any other instrument reasonably requested by City to evidence or otherwise effect the termination of Tenant's leasehold estate hereunder and to effect such transfer or vesting of title to the Premises or any permitted Improvements or Alterations that City agrees are to remain part of the Premises pursuant to the provisions of **Section 8.2**.

21. SCHEDULE FOR COMPLETION OF DRAINAGE FACILITIES BY DALY CITY; TRANSFER OF TITLE TO VISTA GRANDE TUNNEL

21.1 Resolution of Vista Grande Drainage Area Flood Problem

The Joint Study examined potential solutions to ongoing flooding problems associated with Daly City's management of stormwater disposal facilities in the Vista Grande watershed in Daly City and unincorporated areas. Implementation of any of these solutions will be a complex, time-consuming, and costly endeavor. Daly City agrees that it will use best efforts to perform additional conceptual and detailed engineering, evaluate the alternatives in the Joint Study, obtain financing, conduct all required environmental review, and obtain necessary permits for, and implement a project to prevent overflows of the Vista Grande Canal into Lake Merced before the end of the Term in accordance with the schedule attached as **Exhibit E**.

21.2 Transfer of Title to Vista Grande Tunnel Upon Completion of Drainage Improvements

Should Daly City implement a project or projects to eliminate overflows from the Vista Grande Canal by the end of the Term, City agrees to transfer title to the Vista Grande Tunnel to Daly City at no cost, subject to the absolute and sole discretion of the SFPUC and the San Francisco Board of Supervisors in approving a transfer of real property. Tenant's acquisition of title to the Vista Grande Tunnel shall be subject to an exclusive easement to be reserved in City's sole discretion for the drainage of water from Lake Merced, provided that the use of said drainage easement shall not interfere with Tenant's continued use of the Vista Grande Tunnel for conveyance of treated wastewater to the Pacific Ocean.

22. GENERAL PROVISIONS

22.1 Notices

Except as otherwise expressly provided in this Lease, any notice given hereunder shall be effective only if in writing and given by delivering the notice in person, or by sending it first-class mail or certified mail with a return receipt requested or reliable commercial overnight courier, return receipt requested, with postage prepaid, to: (a) Tenant (i) at Tenant's address set forth in the Basic Lease Information, if sent prior to Tenant's taking possession of the Premises, or (ii) at the Premises if sent on or subsequent to Tenant's taking possession of the Premises, or (iii) at any place where Tenant or any Agent of Tenant may be found if sent subsequent to Tenant's vacating, abandoning or surrendering the Premises; or (b) City at City's address set forth in the Basic Lease Information; or (c) to such other address as either City or Tenant may designate as its new address for such purpose by notice given to the other in accordance with the provisions of this Section at least ten (10) days prior to the effective date of such change. Any notice hereunder shall be deemed to have been given two (2) days after the date when it is mailed if sent by first-class or certified mail, one (1) day after the date it is made if sent by commercial overnight courier, or upon the date personal delivery is made, and any refusal by either Party to accept the attempted delivery of any notice, if such attempted delivery is in compliance with this Section and applicable Laws, shall be deemed receipt of such notice. For convenience of the Parties, copies of notices may also be given by telefacsimile to the telefacsimile number set forth in the Basic Lease Information or such other number as may be provided from time to time; however, neither party may give official or binding notice by telefacsimile. The effective time of

a notice shall not be affected by the receipt, prior to receipt of the original, of a telefacsimile copy of the notice.

22.2 No Implied Waiver

No waiver of any violation or breach of this Lease shall be considered to be a waiver or breach of any other violation or breach of this Lease and forbearance to enforce one or more of the remedies provided in this Lease shall not be deemed to be a waiver of that remedy.

22.3 Amendments

Neither this Lease nor any term or provisions hereof may be changed, waived, discharged or terminated, except by a written instrument signed by the Parties hereto.

22.4 Authority

Each signatory of this Lease represents that they are authorized to enter into this Lease on behalf of the Party for which they sign. Each Party represents that it has legal authority to enter into and to perform all obligations under this Lease. Upon City's request, Tenant shall provide City with evidence reasonably satisfactory to City confirming the foregoing representations and warranties.

22.5 Joint and Several Obligations

The word "Tenant" as used herein shall include the plural as well as the singular. If there is more than one Tenant, the obligations and liabilities under this Lease imposed on Tenant shall be joint and several.

22.6 Interpretation of Lease

The captions preceding the articles and sections of this Lease and in the table of contents have been inserted for convenience of reference only and such captions shall in no way define or limit the scope or intent of any provision of this Lease. This Lease has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein and shall be interpreted to achieve the intents and purposes of the Parties, without any presumption against the party responsible for drafting any part of this Lease. Provisions in this Lease relating to number of days shall be calendar days, unless otherwise specified, provided that if the last day of any period to give notice, reply to a notice or to undertake any other action occurs on a Saturday, Sunday or a bank or City holiday, then the last day for undertaking the action or giving or replying to the notice shall be the next succeeding business day. Use of the word "including" or similar words shall not be construed to limit any general term, statement or other matter in this Lease, whether or not language of non-limitation, such as "without limitation" or similar words, are used.

22.7 Successors and Assigns

Subject to the provisions of Section 17 hereof relating to Assignment and Subletting, the terms, covenants and conditions contained in this Lease shall bind and inure to the benefit of City and Tenant and, except as otherwise provided herein, their personal representatives and successors and assigns; provided, however, that upon any sale, assignment or transfer by City named herein (or by any subsequent landlord) of its interest in the Premises as owner or lessee, including any transfer by operation of Law, City (or any subsequent landlord) shall be relieved from all subsequent obligations and liabilities arising under this Lease subsequent to such sale, assignment or transfer.

22.8 Severability

If any provision of this Lease or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Lease shall be valid and be enforceable to the fullest extent permitted by Law.

22.9 Governing Law

This Lease shall be construed and enforced in accordance with the Laws of the State of California.

22.10 Entire Agreement

This instrument (including the exhibits hereto, which are made a part of this Lease) contains the entire agreement between the Parties and supersedes all prior written or oral negotiations, discussions, understandings and agreements. The Parties further intend that this Lease shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including prior drafts of this Lease and any changes therefrom) may be introduced in any judicial, administrative or other legal proceeding involving this Lease. Tenant hereby acknowledges that neither City nor City's Agents have made any representations or warranties with respect to the Premises or this Lease except as expressly set forth herein, and no rights, easements or licenses are or shall be acquired by Tenant by implication or otherwise unless expressly set forth herein.

22.11 Attorneys' Fees

In the event that either City or Tenant fails to perform any of its obligations under this Lease or in the event a dispute arises concerning the meaning or interpretation of any provision of this Lease, the defaulting party or the non-prevailing party in such dispute, as the case may be, shall pay the prevailing party reasonable attorneys' and experts' fees and costs, and all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). The term "attorneys' fees" shall include, without limitation, all such fees incurred with respect to appeals, mediations, arbitrations, and bankruptcy proceedings, and whether or not any action is brought with respect to the matter for which such fees were incurred. The term "costs" shall mean the costs and expenses of counsel to the parties, which may include printing, duplicating and other expenses, air freight charges, hiring of experts, and fees billed for law clerks, paralegals, and others not admitted to the bar but performing services under the supervision of an attorney.

22.12 Time of Essence

Time is of the essence with respect to all provisions of this Lease in which a definite time for performance is specified.

22.13 Cumulative Remedies

All rights and remedies of either party hereto set forth in this Lease shall be cumulative, except as may otherwise be provided herein.

22.14 Relationship of Parties

City is not, and none of the provisions in this Lease shall be deemed to render City, a partner in Tenant's business, or joint venturer or member in any joint enterprise with Tenant. Neither party shall act as the agent of the other party in any respect hereunder, and neither party shall have any authority to commit or bind the other party without such party's consent as provided herein. This Lease is not intended nor shall it be construed to create any third-party beneficiary rights in any third party, unless otherwise expressly provided. The granting of this Lease by City does not constitute authorization or approval by City of any activity conducted by Tenant on, in or relating to the Premises.

22.15 Transfer by City

If City sells or otherwise transfers the Premises, City shall be released from its obligations hereunder arising on or after the date of such sale or transfer and Tenant shall look solely to the successor-in-interest to City. Upon a sale of the Premises by City, Tenant shall attorn to the purchaser or transferee, such attornment to be effective and self-operative without the execution of any further instruments on the part of the parties to this Lease. This Lease shall not be deemed to constitute any commitment by City, or create any priority or right in favor of Tenant, with regard to any future sale or other disposition of the Premises, or any portion thereof.

22.16 Recording

Tenant agrees that it shall not record this Lease nor any memorandum or short form hereof in the Official Records.

22.17 Non-Liability of City Officials, Employees and Agents

No elective or appointive board, commission, member, officer, employee or other Agent of City shall be personally liable to Tenant, its successors and assigns, in the event of any default or breach by City or for any amount which may become due to Tenant, its successors and assigns, or for any obligation of City under this Agreement.

22.18 Conflicts of Interest

Through its execution of this Lease, Tenant acknowledges that it is familiar with the provisions of Sections 15.103 of the San Francisco Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code and Sections 87100 et seq. and Sections 1090 et seq. of the Government Code of the State of California and certifies that it does not know of any facts which would constitute a violation of said provisions, and agrees that if Tenant becomes aware of any such fact during the term of this Lease, Tenant shall immediately notify the City.

22.19 Charter Provisions

This Lease is governed by and subject to the provisions of the Charter of the City and County of San Francisco.

22.20 Consents, Approvals, Elections and Options

(a) SFPUC

Any consent or approval required by the SFPUC, or any election or option exercisable by the SFPUC, must be given or exercised pursuant to a resolution duly passed by the SFPUC in its discretion. No consent, approval, election or option shall be effective unless evidenced by a written instrument.

(b) Tenant

This Lease shall not become binding and effective unless and until it is approved by Tenant's City Council, which approval shall constitute a condition precedent to this agreement. No approval by Tenant's City Council shall be effective unless evidenced by a written instrument.

22.21 Disclosure

Tenant understands and agrees that the City's Sunshine Ordinance (San Francisco Administrative Code Chapter 67) and the State Public Records Law (Gov't Code Section 6250 et seq.) apply to this Lease and any and all records, information, and materials submitted to the City in connection with this Lease. Accordingly, any and all such records, information and materials may be subject to public disclosure in accordance with the City's Sunshine Ordinance and the State Public Records Law. Tenant hereby authorizes the City to disclose any records, information and materials submitted to the City in connection with this Lease.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, TENANT ACKNOWLEDGES AND AGREES THAT NO OFFICER OR EMPLOYEE OF CITY HAS AUTHORITY TO COMMIT CITY HERETO UNLESS AND UNTIL A RESOLUTION OF THE PUC AND OF THE BOARD OF SUPERVISORS SHALL HAVE BEEN DULY PASSED APPROVING THIS LEASE AND AUTHORIZING THE TRANSACTIONS CONTEMPLATED HEREBY AND THE MAYOR APPROVES THE SAME. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF CITY HEREUNDER ARE CONTINGENT UPON PASSAGE OF SUCH RESOLUTIONS, AND THIS LEASE SHALL NOT BE EFFECTIVE UNLESS AND UNTIL THE PUC AND THE BOARD OF SUPERVISORS APPROVE THIS LEASE, EACH IN THEIR SOLE AND ABSOLUTE DISCRETION, AND IN ACCORDANCE WITH ALL APPLICABLE LAWS.

City and Tenant have executed this Lease in triplicate as of the date first written above.

CITY:

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation

By: _____
General Manager
Public Utilities Commission

AUTHORIZED BY

PUBLIC UTILITIES COMMISSION

Resolution No. 07-0145
Adopted: August 14, 2007

Attested: _____
Secretary
Public Utilities Commission

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____
Deputy City Attorney

CITY:

CITY OF DALY CITY, COUNTY OF SAN MATEO, a municipal corporation

By: _____
City Manager
City of Daly City

AUTHORIZED BY

CITY COUNCIL

Resolution No. 07-132
Adopted: July 9, 2007

Attested: _____
City Clerk
City of Daly City

APPROVED AS TO FORM:

By: _____
Rose Zimmerman
City Attorney

CITY:

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation

By: _____
General Manager
Public Utilities Commission

AUTHORIZED BY

PUBLIC UTILITIES COMMISSION

Resolution No. _____
Adopted: _____

Attested: _____
Secretary
Public Utilities Commission

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____
Deputy City Attorney

CITY:

CITY OF DALY CITY, COUNTY OF SAN MATEO, a municipal corporation

By: _____
City Manager
City of Daly City

AUTHORIZED BY

CITY COUNCIL

Resolution No. 07-132
Adopted: July 9, 2007

Attested: _____
City Clerk
City of Daly City

APPROVED AS TO FORM:

By: _____
Rose Zimmerman
City Attorney

EXHIBIT A
1993 Assignment

(This page intentionally left blank. Exhibit A begins below.)

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Daly City
City Engineer, City Hall
333 - 90th Street
Daly City, CA 94015

SAN FRANCISCO CA RECORDER'S OFFICE
Ernie Jamieson Recorder
DOC- F426994
SF REAL ESTATE
November Arrest 30, 1993 10:54:32
TOTAL ->
REEL F933 IMAGE 0259

MAIL TAX STATEMENTS TO:

City of Daly City
City Engineer, City Hall
333 - 90th Street
Daly City, CA 94015

(Space above this line reserved for Recorder's use only)
Documentary Transfer Tax of $ -0- , based on full value of the property conveyed

ASSIGNMENT AND ASSUMPTION OF EASEMENTS

FOR VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged, the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("CCSF"), pursuant to Ordinance No. 100-93, adopted by the Board of Supervisors on April 5, 1993 and approved by the Mayor on April 16, 1993, and to Resolution No. 510-93, adopted by the Board of Supervisors on July 12, 1993, and approved by the Mayor on July 13, 1993, hereby ASSIGNS to the CITY OF DALY CITY, a municipal corporation ("Daly City"), all of CCSF's right, title and interest in and to those certain easements (the "Easements") reserved unto CCSF, its successors and assigns, that certain deed of property from CCSF to The Olympic Club, recorded on July 23, 1993 as Document No. F94275, in the Official Records of the City and County of San Francisco and on July 23, 1993 as Document No. 93122032 in the Official Records of the County of San Mateo, which Easements are more particularly described as follows:

1. An easement at any time and from time to time to construct, reconstruct, maintain, operate, replace and repair storm and sewer pipes and appurtenances thereto, including a right of access.

Commencing at Monument #94 of that certain land described as Parcel 55 in the deed from Spring Valley Water Company to the City and County of San Francisco recorded March 3, 1930, in the Recorder's Office of said City and County in Liber 2002 or Official Records at Page 1; which is the true point of beginning, thence the following courses and distances:

N 09° 02' 00" W 224.61 feet;
S 58° 29' 00" E 40.00 feet more or less to the beginning of a non-tangent curve concave to the right having a radius of 165.00 feet to which beginning a radial

line bears N 81° 30' 05" E, said beginning falls on the westerly line of Lake Merced Boulevard;
Along the said westerly line on said curve concave to the right having a radius of 165.09 feet and a central angle of 08° 27' 22" a distance of 24.36 feet;
Along said westerly line S 00° 02' 40" E 247.23 feet;
Leaving said westerly line S 13° 49' 35" W 150.23 feet to the boundary line of Parcel 55;
Along the boundary line of Parcel 55 N 00° 02' 00" W 216.71 feet to the true point of beginning

2 A fifteen (15) foot wide easement for ingress and egress.

Commencing at Monument #94 of that certain land described as Parcel 55 in the deed from Spring Valley Water Company to the City and County of San Francisco recorded March 3, 1930, in the Recorder's Office of said City and County in Liber 2002 of Official Records at Page 1; thence N 00° 02' 00" W 221.61 feet to the true point of beginning, thence the following courses and distances;

N 58° 29' 00" W 464.39 feet;
Along a curve concave to the right having a radius of 570.00 feet and a central angle of 49° 47' 30" a distance of 495.35 feet;
N 08° 41' 30" W 197.81 feet;
Along a curve concave to the left having a radius of 154.00 feet and a central angle of 11° 07' 30" a distance of 29.91 feet;
N 19° 49' 00" W 435.68 feet;
Along a curve concave to the left having a radius of 165.00 feet and a central angle of 61° 35' 00" a distance of 177.35 feet;

N 81° 24' 00" W 158.45 feet;
Along a curve concave to the right having a radius of 177.49 feet and a central angle of 50° 07' 30" a distance of 155.28 feet;
N 31° 16' 30" W 906.01 feet;
Along a curve concave to the left having a radius of 294.85 feet and a central angle of 16° 58' 30" a distance of 87.36 feet;
N 48° 15' 00" W 540.61 feet;
N 69° 06' 00" W 42.14 feet;
S 48° 15' 00" E 579.99 feet;
Along a curve concave to the right a radius of 279.85 feet and a central angle of 16° 58' 30" a distance of 82.91 feet;
S 31° 16' 30" E 906.01 feet;
Along a curve concave to the left having a radius of 192.49 feet and a central angle of 50° 07' 30" a distance of 168.40 feet;
S 81° 24' 00" E 158.45 feet;
Along a curve concave to the right having a radius of 150.00 feet and a central angle of 61° 35' 00" a distance of 161.22 feet;
S 19° 49' 00" E 435.68 feet.

Along a curve concave to the right having a radius of 1,209.92 feet and a central angle of 11° 07' 30" a distance of 26.99 feet;
S 08° 41' 30" E 497.81 feet;
Along a curve concave to the left having a radius of 585.00 feet and a central angle of 49° 47' 30" a distance of 508.38 feet;
S 58° 29' 00" E 473.60 feet;
N 00° 02' 00" W 17.00 feet to the true point of beginning.

3. An easement at any time and from time to time to construct, reconstruct, maintain, operate, replace and repair drainage canal and appurtenances thereto, including a right of access:

Commencing at Monument 694 of that certain land described as Parcel 55 in the deed from Spring Valley Water Company to the City and County of San Francisco recorded March 3, 1930, in the Recorder's Office of said City and County in Liber 2002 of Official Records at Page 1; thence N 00° 02' 00" W 221.61 feet; thence S 58° 29' 00" E 40.06 feet to the true point of beginning, said point falling on the westerly line of Lake Merced Boulevard, thence the following courses and distances:

N 58° 29' 00" W 504.45 feet;
Along a curve concave to the right having a radius of 570.00 feet and a central angle of 49° 47' 30" a distance of 495.35 feet;
N 08° 41' 30" W 197.81 feet;
Along a curve concave to the left having a radius of 154.02 feet and a central angle of 11° 07' 30" a distance of 29.91 feet;
N 19° 49' 00" W 435.68 feet;
Along a curve concave to the left having a radius of 165.00 feet and a central angle of 61° 35' 00" a distance of 177.35 feet;
N 81° 24' 00" W 158.45 feet;
Along a curve concave to the right having a radius of 177.49 feet and a central angle of 50° 07' 30" a distance of 155.28 feet;
N 31° 16' 30" W 906.01 feet;
Along a curve concave to the left having a radius of 294.85 feet and a central angle of 16° 58' 30" a distance of 87.36 feet;
N 48° 15' 00" W 540.61 feet;
N 41° 41' 25" E 28.49 feet;
S 48° 38' 35" E 167.41 feet;
S 47° 41' 56" E 347.03 feet;
S 41° 22' 09" E 111.19 feet;
S 33° 42' 59" E 303.52 feet;
S 30° 18' 58" E 87.21 feet;
S 13° 28' 37" E 27.10 feet;
S 34° 05' 46" E 135.44 feet;
S 34° 22' 09" E 72.88 feet;
S 27° 36' 43" E 71.34 feet;
S 79° 34' 17" E 79.48 feet;
S 34° 39' 11" E 192.71 feet.

F-421394

S 72° 54' 04" E 85.09 feet;
S 72° 42' 16" E 53.47 feet;
S 82° 13' 29" E 57.10 feet;
S 77° 16' 48" E 96.91 feet;
S 56° 50' 35" E 50.34 feet;
S 47° 54' 42" E 36.71 feet;
S 38° 57' 02" E 75.28 feet;
S 29° 25' 09" E 51.45 feet;
S 15° 44' 48" E 47.90 feet;
S 17° 20' 50" E 113.92 feet;
S 19° 20' 25" E 89.50 feet;
S 18° 35' 15" E 129.08 feet;
S 19° 36' 29" E 103.04 feet;
S 03° 07' 47" E 85.05 feet;
S 08° 16' 02" E 70.14 feet;
S 11° 24' 13" E 50.42 feet;
S 14° 30' 24" E 41.12 feet;
S 26° 48' 01" E 87.25 feet;
S 28° 58' 46" E 50.51 feet;
S 35° 56' 28" E 72.10 feet;
S 44° 09' 57" E 57.66 feet;
S 51° 45' 14" E 62.73 feet;
S 59° 47' 14" E 84.38 feet;
S 58° 01' 02" E 97.81 feet;
S 56° 34' 44" E 126.23 feet;
S 85° 11' 07" E 24.44 feet;
S 59° 04' 51" E 145.24 feet more or less to the beginning of a non-tangent curve concave to the right having a radius of 165.09 feet to which beginning a radial line bears N 52° 03' 58" E, said beginning falls on the westerly line of Lake Merced Boulevard;
Along the said westerly line on said curve concave to the right having a radius of 165.09 feet and a central angle of 29° 26' 11" a distance of 84.82 feet to the true point of beginning.

Daly City hereby accepts the Easements and assumes any and all of CCSF's rights, title, and interests in, and obligations under, the Easements and agrees to indemnify CCSF against and hold CCSF harmless from any and all costs, liabilities, losses, damages or expenses (including, without limitation, reasonable attorney's fees) arising under the Easements. Daly City hereby releases CCSF from any and all obligations and liabilities in regard to these Easements.

This Assignment shall be binding on and inure to the benefit of CCSF and Daly City and their respective successors and assigns.

Executed as of this 13th day of January, 1993. P426994

ASSIGNOR:
CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

FRANK M. JORDAN, Mayor

JOHN L. TAYLOR
Clerk of the Board of Supervisors

ACCEPTANCE BY ASSIGNEE:
City of Daly City
a municipal corporation

Mayor

Resolution # 93-11 (attached)

RECOMMENDED:

JOHN MULLANE
General Manager
San Francisco Water Department

ANTHONY J. DeLUCCHI
Director of Property
Real Estate Department

APPROVED AS TO FORM:
LOUISE H. RENNE, City Attorney

By _____
Deputy City Attorney

DESCRIPTION CHECKED/APPROVED:

_____

[Attach Acknowledgements]

STATE OF CALIFORNIA
City and County of San Francisco

I, Doris M. Lazarus Carter, Clerk of the City and County of San Francisco, State of California, DO HEREBY CERTIFY that F42609-4

FRANK M. JORDAN

whose name is attached to the annexed ASSIGNMENT AND ASSUMPTION OF LEASEHOLD is now and was at the date of this MAYOR, OF CITY OF SA

in and for said City and County, duly elected, commissioned and qualified; and authorized by law to sign the same; and full faith and credit are due to all his official acts as such officer. And I further certify that I am well acquainted with the handwriting of said official and verily believe that the signature to said annexed instrument is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the said City and County Clerk/Recorder dated AUG 30 1993

Doris M. Lazarus
County Clerk/Recorder

STATE OF CALIFORNIA)
City and County of San Francisco) ss.

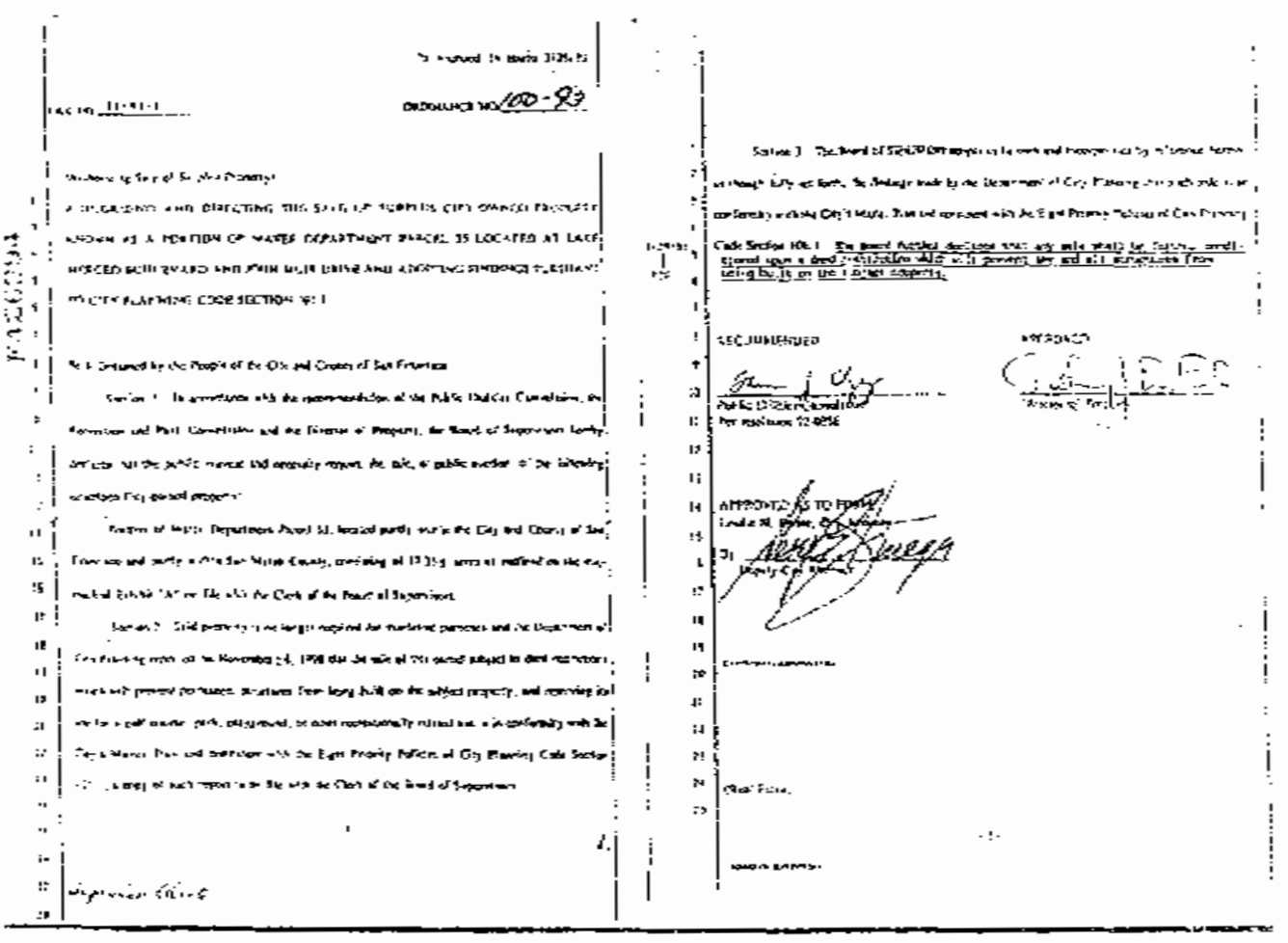
I, Roger E. Tamraz, County Clerk of the City and County of San Francisco, State of California, DO HEREBY CERTIFY, that F42609-4

FRANZ M. JOBIN

whose name is affixed to the annexed ASSIGNMENT AND ASSUMPTION OF EASEMENT is now and was on the date of the said MAYOR OF CITY OF SA... duly elected, qualified and in and for said City and County; duly elected, qualified and authorized by law to sign the same; and full faith and credit are due to all his official acts as such officer. And I further certify that I am well acquainted with the handwriting of said official and verily believe that the signature to said annexed instrument is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said County Clerk/Recorder this ... day of AUG 30 1993

Roger E. Tamraz
County Clerk/Recorder



A-9

Anthony Pallucci
Director of Property
Real Estate Department
10 Main Ross Avenue, #600

Board of Supervisors Res Projects

Passed for Second Reading — Finally Passed

March 28, 1995 — April 5, 1995

Ayes: Supervisors Angela Alioto, Carole Migden, Barbara Kaufman, Terence Hallinan, Kevin Shelley, Tom Ammiano, Willie Kennedy

Noes: Supervisor Willie Brown

Absent: Supervisors Bierman, Hsieh

I hereby certify that the foregoing ordinance was finally passed by the Board of Supervisors of the City and County of San Francisco

Clerk

File No. 95-0344 — Date Approved

F425539A

F92E0984

[illegible] [illegible] [illegible]

[illegible] [illegible]

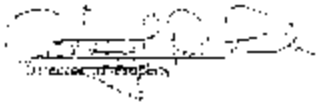
CONSENTING SALE OF SURPLUS CITY-OWNED PROPERTY

WHEREAS, Pursuant to Ordinance No. [illegible] and a resolution was [illegible] [illegible] [illegible]

F-426994

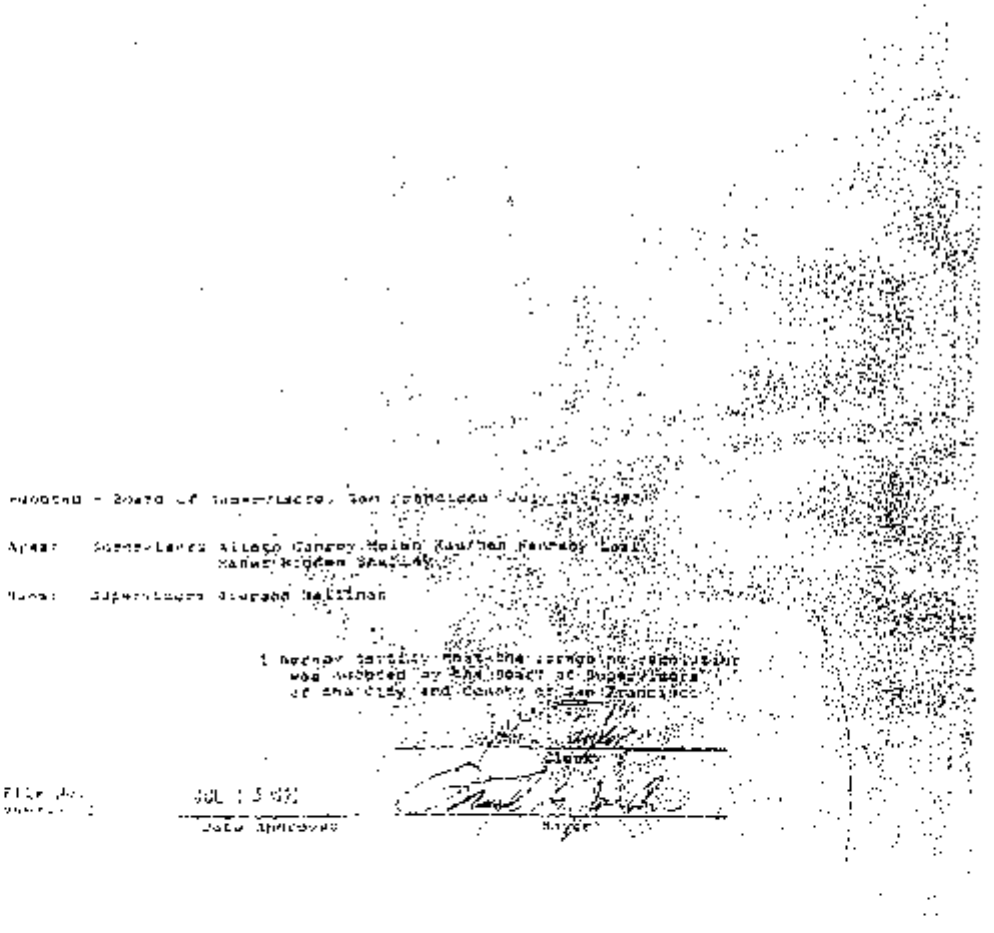
RESOLVED, the Board of Supervisors [illegible] assigns [illegible] all the terms and conditions [illegible] Bid.

RECOMMENDED:



Director of Property

F426994



Resolved - Board of Supervisors, San Francisco, July 13, 1992

Ayes: Supervisors Alioto, Conroy, Hallinan, Kaufman, Kennedy, Leal, Maher, Shelley, Walker

Noes: Supervisors Achtenberg, Britt, Hsieh

I hereby certify that the foregoing resolution was adopted by the Board of Supervisors of the City and County of San Francisco.

Clerk

File No. 920881

JUL 13 1992

Date Approved

Mayor

F426994

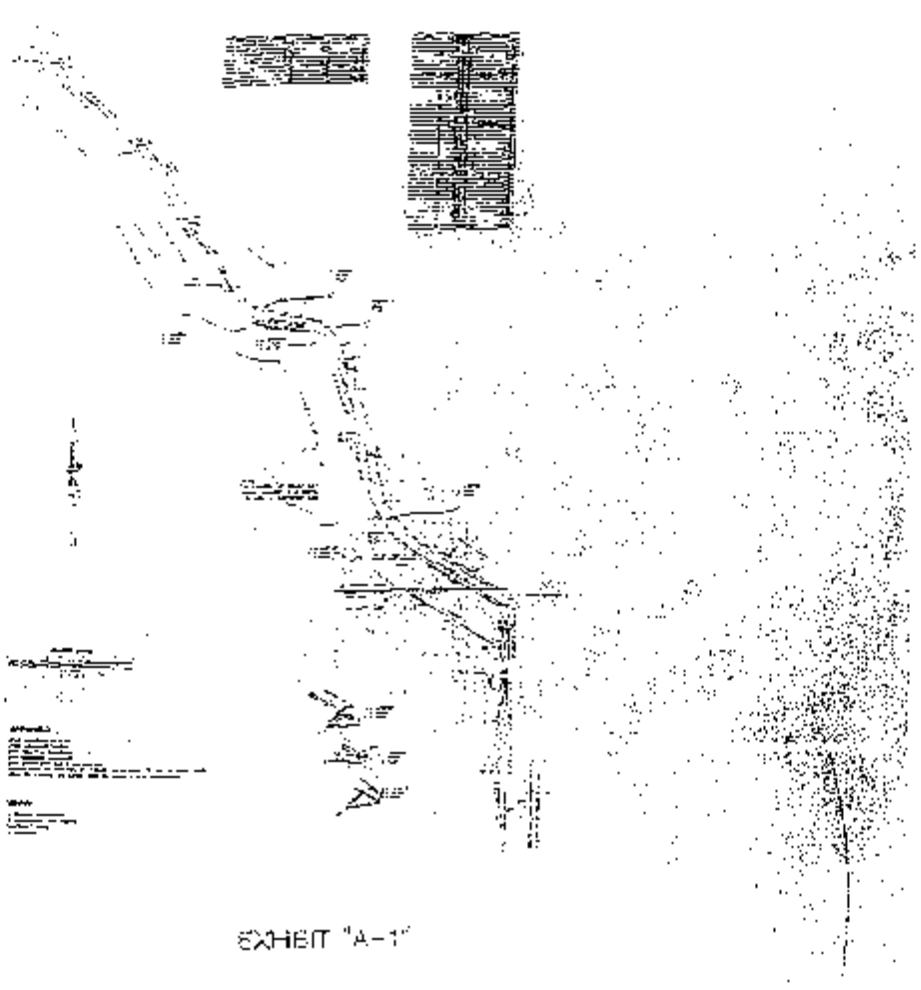


EXHIBIT "A-1"

P426994

RESOLUTION NO. 91-93

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DALY CITY ACCEPTING ASSIGNMENT AND ASSUMPTION OF EASEMENTS FROM THE CITY AND COUNTY OF SAN FRANCISCO RE: VISTA GRANDE CANAL

1. The City and County of San Francisco, a municipal corporation (Grantor), pursuant to Ordinance No. 100-93 adopted by the Board of Supervisors on April 5, 1993 and approved by the Mayor on April 16, 1993, and Resolution No. 511-93 adopted by the Board of Supervisors on July 12, 1993, and approved by the Mayor of July 13, 1993, has delivered to the City of Daly City, a municipal corporation (Grantee) an Assignment and Assumption of Easements, to be executed by Grantor upon acceptance by Grantee, assigning all of Grantor's rights, title and interest in and to certain easements more particularly described on Exhibit "A" attached hereto and by reference made a part hereof.

2. The purpose of said easements is to provide permanent use and access of the drainage canal located along John Muir Drive, immediately north of the Olympic Club Golf Course, known as the Vista Grande Canal. This canal drains the northwesterly portion of Daly City, including the Westlake area to Pacific Ocean via a tunnel under Fort Funston.

3. The City of Daly City desires to accept the Assignment of said Easements and by said acceptance will assume any and all of the City and County of San Francisco's rights, title and interests in, and obligations under, the Easements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Daly City that the City of Daly City does hereby accept the Assignment and Assumption of Easements from the City and County of San Francisco, described on Exhibit "A" attached hereto.

BE IT FURTHER RESOLVED by the City Council of the City of Daly City that the Mayor is hereby authorized to execute written acceptance of said Assignment and Assumption of Easements on behalf of the City of Daly City.

A copy of said Assignment and Assumption of Easements is attached hereto as Exhibit "A" and by this reference made a part hereof.

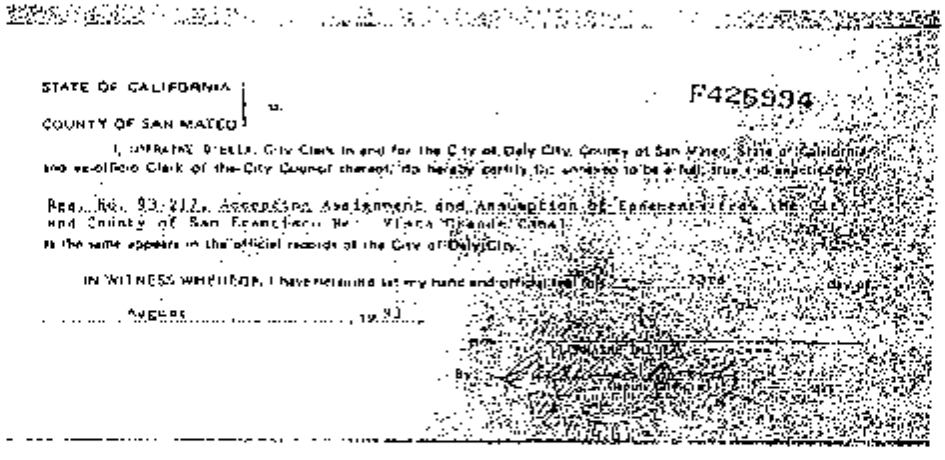
I hereby certify the foregoing to be a true copy of a Resolution adopted by the City Council of Daly City, California, at a regular meeting thereof held on the 9th day of August, 19 93, by the following vote of the members thereof:

AYES, and in favor thereof, Councilmen: Aggabao, Ethan, Sinkgold, Powell, Teglia

NOES, Councilmen: None

Absent, Councilmen: None

APPROVED:



STATE OF CALIFORNIA }
COUNTY OF SAN MATEO } ss.

F426994

I, [illegible] Clerk in and for the City of Daly City, County of San Mateo, State of California, and ex-officio Clerk of the City Council thereof, do hereby certify the annexed to be a full, true and correct copy of

Res. No. 93-112, Accepting Assignment and Assumption of Easements (the City and County of San Francisco to Vista Grande Canal)

as the same appears in the official records of the City of Daly City.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this [illegible] day of

August, 1993.

By [illegible]

Exhibit B
Legal Description of Premises

All that certain Real Property situate in the City and County of San Francisco, State of California, described as follows:

Parcel J. Lake Merced Drainage Tunnel, in the City and County of San Francisco, leading from Lake Merced in a general westerly direction to the Pacific Ocean, as described in deed to City and County of San Francisco, Recorded in the office of the County Recorder of the City and County of San Francisco at 9:17 A. M., March 3, 1930, in Liber 2002 of Official Records at Page 1, more particularly described as follows:

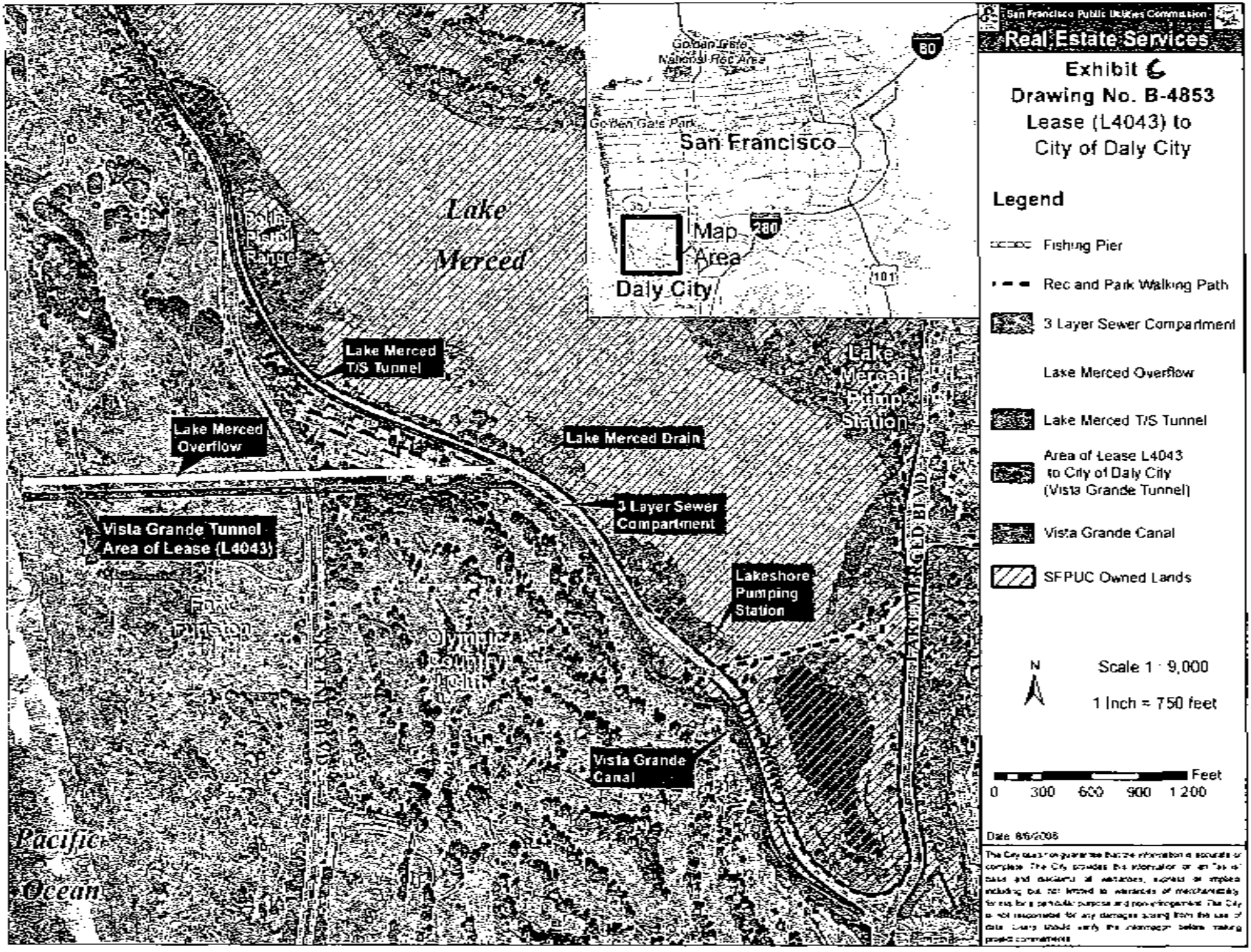
Rights reserved in deed from Spring Valley Water Company to the United States of America, dated July 9, 1917 and recorded August 7, 1917 in Book 1028 of Deeds, page 119, San Francisco City and County Records.

Together with an easement 16 feet in width, 8 feet on each side of the centerline of said Lake Merced Drainage Tunnel. Said center line being generally described as follows:

Beginning at a point in the southwesterly boundary of San Francisco Parcel 55, described in deed to City and County of San Francisco, Recorded in the office of the County Recorder of the City and County of San Francisco, in Liber 2002 of Official Records at Page 1, which point bears south 27° 18'east 108 feet, more or less, from the northeast corner of lands formerly of the A. C. Whitcomb Estate, and running thence south 87° 34' west 2000 feet, more or less, to a point in the easterly boundary of the United States Military Reservation.

EXHIBIT C
SFPUC Drawing of Premises

Working Drawing No. B-4853
(consisting of 1 page)



San Francisco Public Utilities Commission

Real Estate Services

Exhibit C

Drawing No. B-4853

Lease (L4043) to City of Daly City

Legend

- Fishing Pier
- Rec and Park Walking Path
- 3 Layer Sewer Compartment
- Lake Merced Overflow
- Lake Merced T/S Tunnel
- Area of Lease L4043 to City of Daly City (Vista Grande Tunnel)
- Vista Grande Canal
- SFPUC Owned Lands

N

Scale 1 : 9,000

1 Inch = 750 feet

Feet

0 300 600 900 1,200

Date: 8/6/2008

The City does not guarantee the accuracy, adequacy or completeness of the information shown on this map. The City provides the information on an "as is" basis and disclaims all warranties, express or implied including, but not limited to, warranties of merchantability or fitness for a particular purpose and non-infringement. The City shall not be responsible for any damages resulting from the use of this data. Users should verify the information before making project commitments.

EXHIBIT D
Map of City Facilities

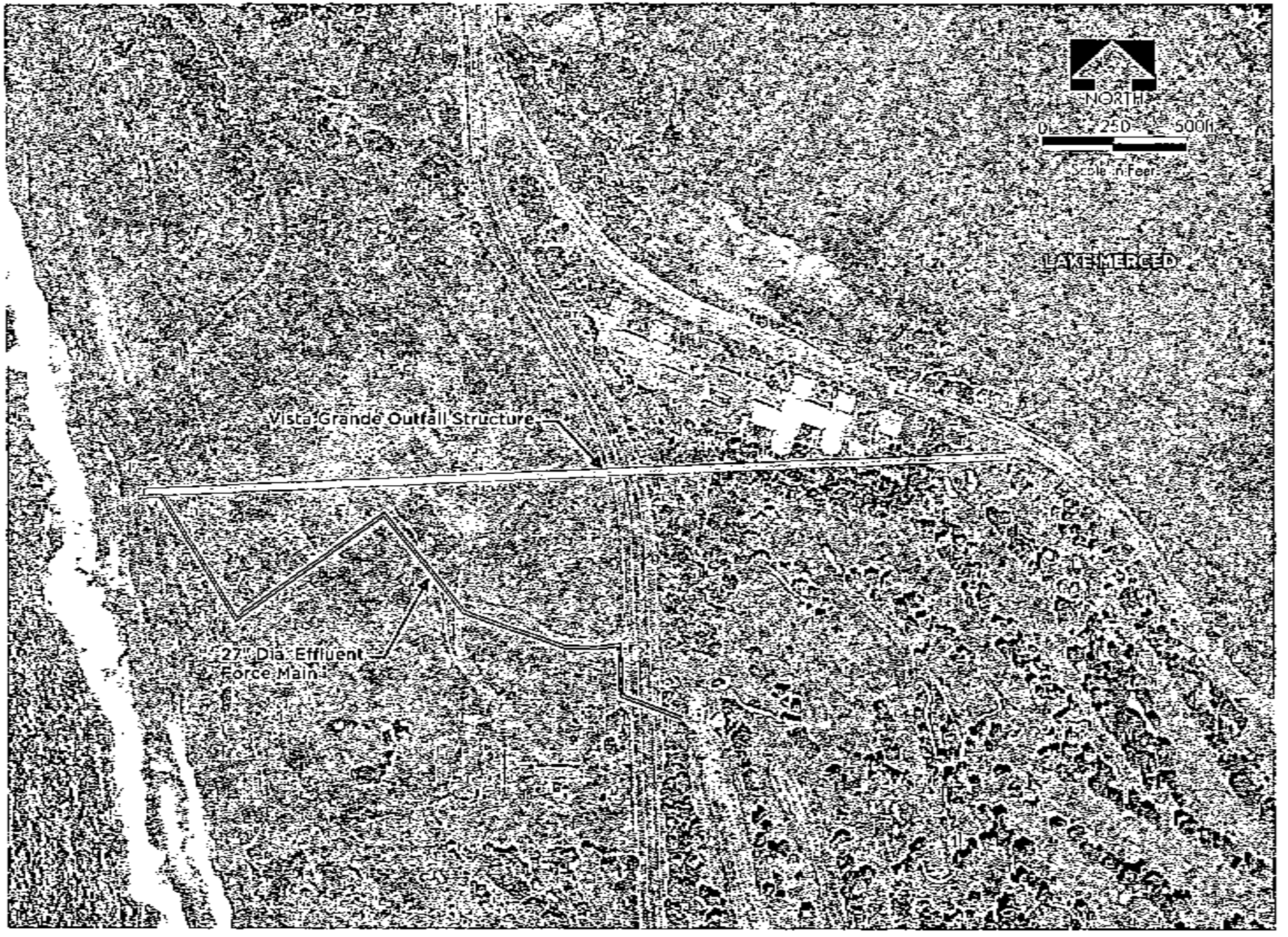


Figure 1 - Vista Grande Outfall Structure, Tunnel and 27- Inch Diameter Force Main

133439

Exhibit D

EXHIBIT E
General Schedule of Activities to Resolve Vista Grande Flooding

(This page intentionally left blank. Exhibit E begins below.)

General Schedule of Activities

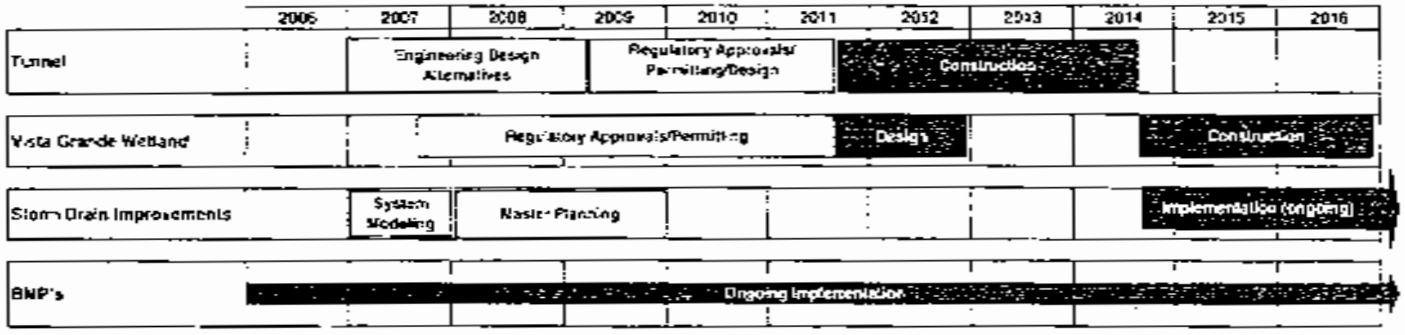


EXHIBIT F
FORM ESCROW INSTRUCTIONS

This Escrow Agreement is made and entered into as of May 22, 2007 by and between Tina Davis of Fidelity National Title Company, 399 Bradford Street, #103, Redwood City, CA 94063, as escrow agent ("Escrow Agent"), and the City and County of San Francisco, acting through its Public Utilities Commission ("SFPUC" or "San Francisco"), and the City of Daly City ("Daly City"). In consideration of the mutual covenants and agreements herein set forth, the parties hereto do hereby covenant and agree as follows:

1. This Escrow Agreement relates to and is hereby made a part of the SFPUC's lease of the Vista Grande Tunnel to Daly City dated May 22, 2007 (the "Lease"). Except as otherwise defined herein, all terms defined in the Lease shall have the same meaning for the purposes of this Escrow Agreement as in the Lease.

2. There is hereby established in the custody of Escrow Agent an account (the "Vista Grande Canal Overflow Account") to be held and administered by the Escrow Agent in trust for the benefit of San Francisco in accordance with this Escrow Agreement and Section 14.3 of the Lease. Escrow Agent shall deposit the initial $500,000.00 in Escrow Funds received from Daly City into the Vista Grande Canal Overflow Account, along with any Escrow Funds subsequently deposited by Daly City that are necessary to maintain the minimum $500,000.00 balance in the Vista Grande Canal Overflow Account, as required under Section 14.3 of the Lease. Moneys held by Escrow Agent hereunder, together with any interest income earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy, attachment, or lien by or for the benefit of any creditor of San Francisco or Daly City. Interest earned on sums deposited in the Vista Grande Canal Overflow Account by Daly City shall be redeposited to the Vista Grande Canal Overflow Account.

3. Moneys in the Vista Grande Canal Overflow Account shall be used to pay San Francisco for all expenses incurred as a result of damage to property owned by San Francisco as result of overflow(s) from the Vista Grande Canal, as provided in Section 14.3 of the Lease. Payment required to fully reimburse San Francisco for the total amount of the sum requested shall be made from the Vista Grande Canal Overflow Account upon San Francisco's presentation to Escrow Agent of either (1) receipt of a partially or wholly undisputed accounting of repairs to City Facilities following the expiration of the thirty (30) day review period set forth in section 14.1 of the Lease or (2) entry of judgment on an arbitration Award against Daly City in accordance with Section 14.2 of the Lease. In the event that the Escrow Funds are insufficient to satisfy the full amount of San Francisco's accounting or arbitration Award in its favor, Escrow Agent shall subsequently pay the remaining sums owed to San Francisco following the additional deposit of Escrow Funds by Daly City pursuant to Section 14.3 of the Lease.

4. This Escrow Agreement shall terminate upon the expiration date of the Lease. Upon expiration of the Term, all unused Escrow Funds shall be returned to Daly City, together with any accumulated interest earnings, provided that there are no outstanding claims to Escrow Funds by San Francisco as a result of previous overflows from the Vista Grande Canal.

San Francisco
Water Power Sewer
Services of the San Francisco Public Utilities Commission

Long-term Licenses and Sale of Easements to City of Daly City for Vista Grande Drainage Basin Improvement Project San Francisco, California

February 4, 2026
Dina Brasil, Right-of-Way Manager

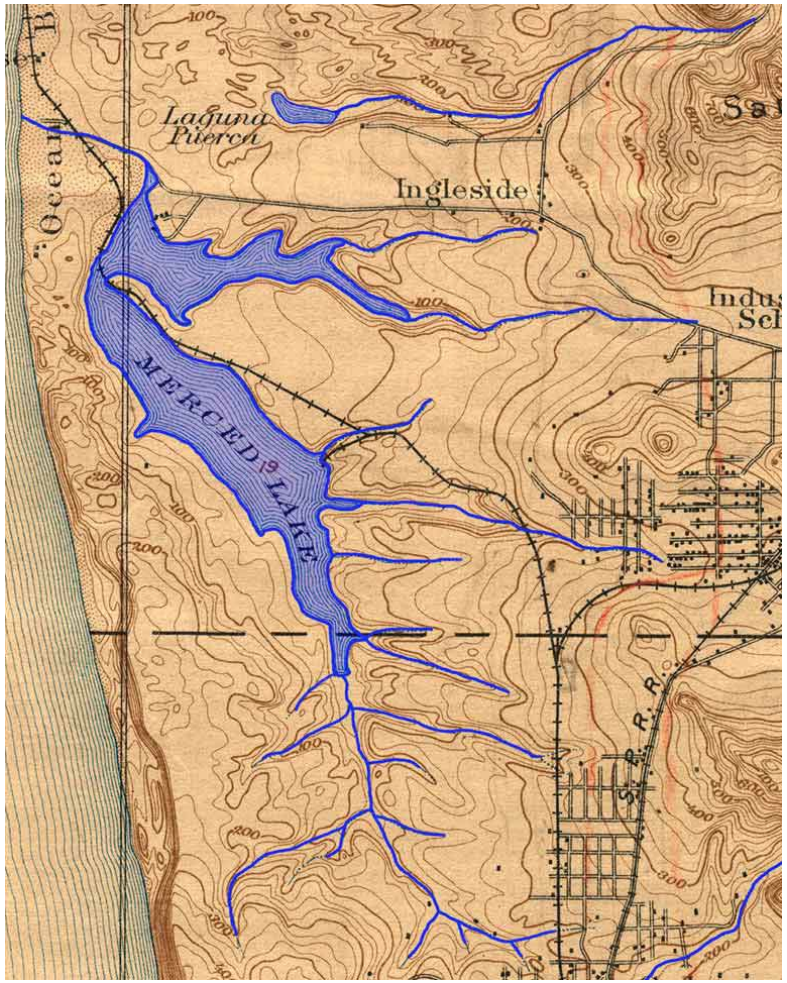
San Francisco Water Power Sewer
Services of the San Francisco Public Utilities Commission

Lake Merced History and Land Use

- The Lake Merced Tract or “SFPUC Parcel 55” was acquired in 1930 through the City’s acquisition of the Spring Valley Water Company.
- The SFPUC maintains Lake Merced for recreation and wildlife habitat and continues to maintain the capability of using surface water from the lake as a non-potable emergency water supply.
- Lake Merced water levels have historically declined, generating concern for its long-term viability.

San Francisco Water Power Sewer
Services of the San Francisco Public Utilities Commission

Lake Merced History



Lake Merced (1899) USGS Topographic Map

- 20th Century Issues
  - Stormwater Diversion
  - Groundwater pumping (Westside Basin)
  - Droughts

San Francisco Water Power Sewer
Services of the San Francisco Public Utilities Commission

Vista Grande Canal and Tunnel

Through the Spring Valley Water Company acquisition, the City also acquired the Lake Merced Drainage Canal, also known as the Vista Grande Canal, and the Lake Merced Drainage Tunnel, also known as the Vista Grande Tunnel.

- Constructed in 1897.
- Carry stormwater for both San Francisco and Daly City.
- Operated exclusively by Daly City.

San Francisco Water Power Sewer
Services of the San Francisco Public Utilities Commission

Flooding and Overflows

Vista Grande Canal Overflow at John Muir Boulevard

Sheet flow from Vista Grande Canal Overflows

Upstream Flooding in the Vista Grande Watershed

Photos sourced from Vista Grande Watershed Study, 2006

San Francisco Water Power Sewer
Services of the San Francisco Public Utilities Commission

Vista Grande Canal and Tunnel (continued)

- The Vista Grande Canal is located on property owned by the Olympic Club.
  - San Francisco retained easements to operate the Canal.
  - In 1993, San Francisco quitclaimed its easement rights for the Vista Grande Canal to Daly City.
- The Vista Grande Tunnel is located on property owned by the Olympic Club and the National Park Service.
  - San Francisco, through the SFPUC, still owns the tunnel and tunnel easements.
  - Daly City operates the tunnel under a lease agreement with the SFPUC.

San Francisco Water Power Sewer
Services of the San Francisco Public Utilities Commission

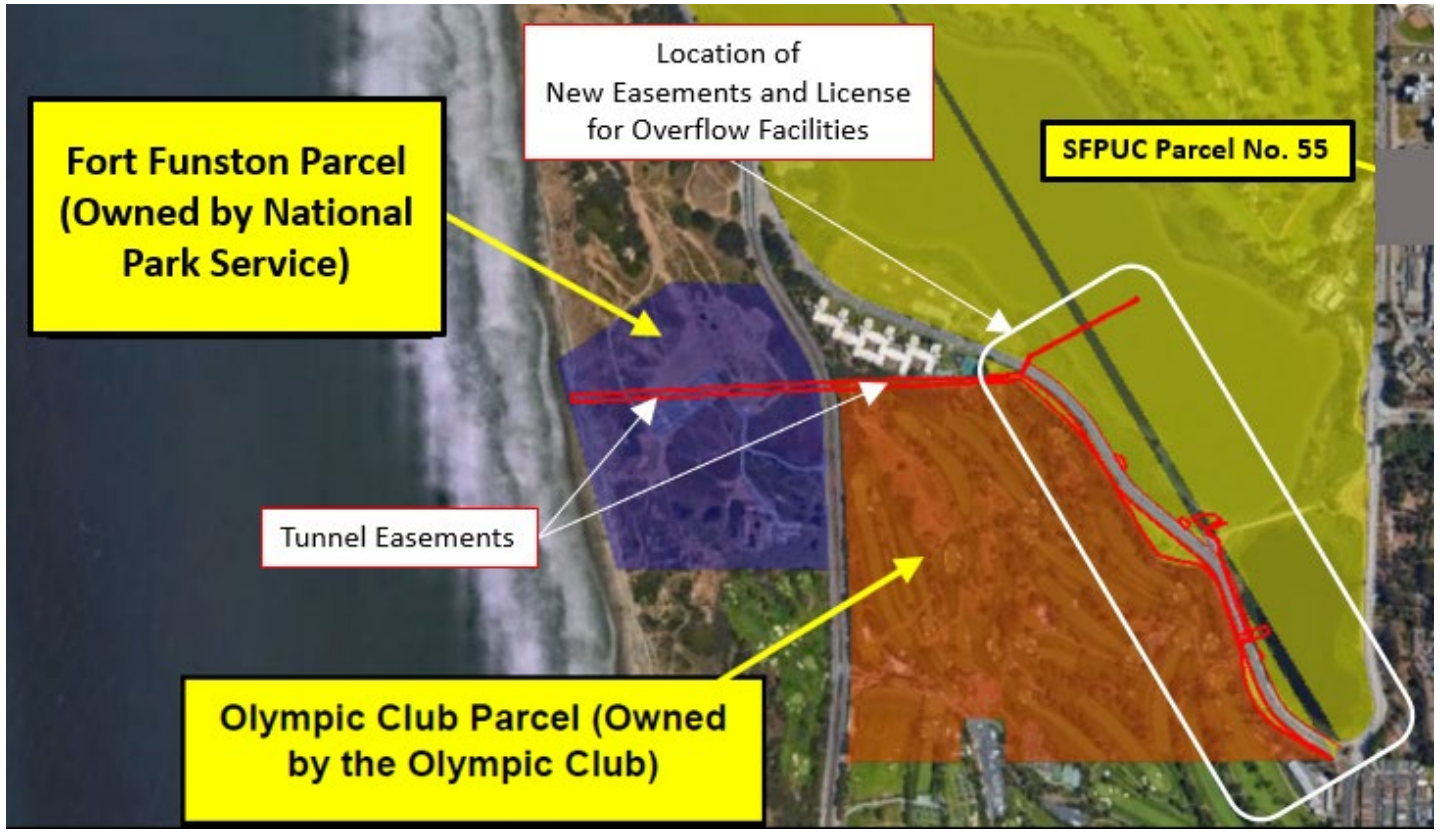
Vista Grande Drainage Basin Improvement Project

- Vista Grande Project
  - Project Proponent: City of Daly City
  - Collaborative effort with the SFPUC
  - Project Purpose:
    - Address storm-related flooding that periodically occurs as a result of inadequate storm drainage capacity in the Vista Grande Canal and Tunnel.
    - Augment water surface levels and manage water quality in San Francisco's Lake Merced.

San Francisco Water Power Sewer
Services of the San Francisco Public Utilities Commission

Easements and 50-Year License

- Existing Tunnel Easements
  - Quitclaim of existing SFPUC easements on National Park Service and Olympic Club properties.
- New Easements for Project Improvements
  - Wetland and Stormwater Facilities,
  - Box Culvert and Stormwater Outlet,
  - Wetland Force Main,
  - Armored Spillways, and
  - Floating Pipeline.
- 50-year License for Overflow Facilities



San Francisco Water Power Sewer
Services of the San Francisco Public Utilities Commission

License Amendment for Habitat Mitigation Sites

License Area:

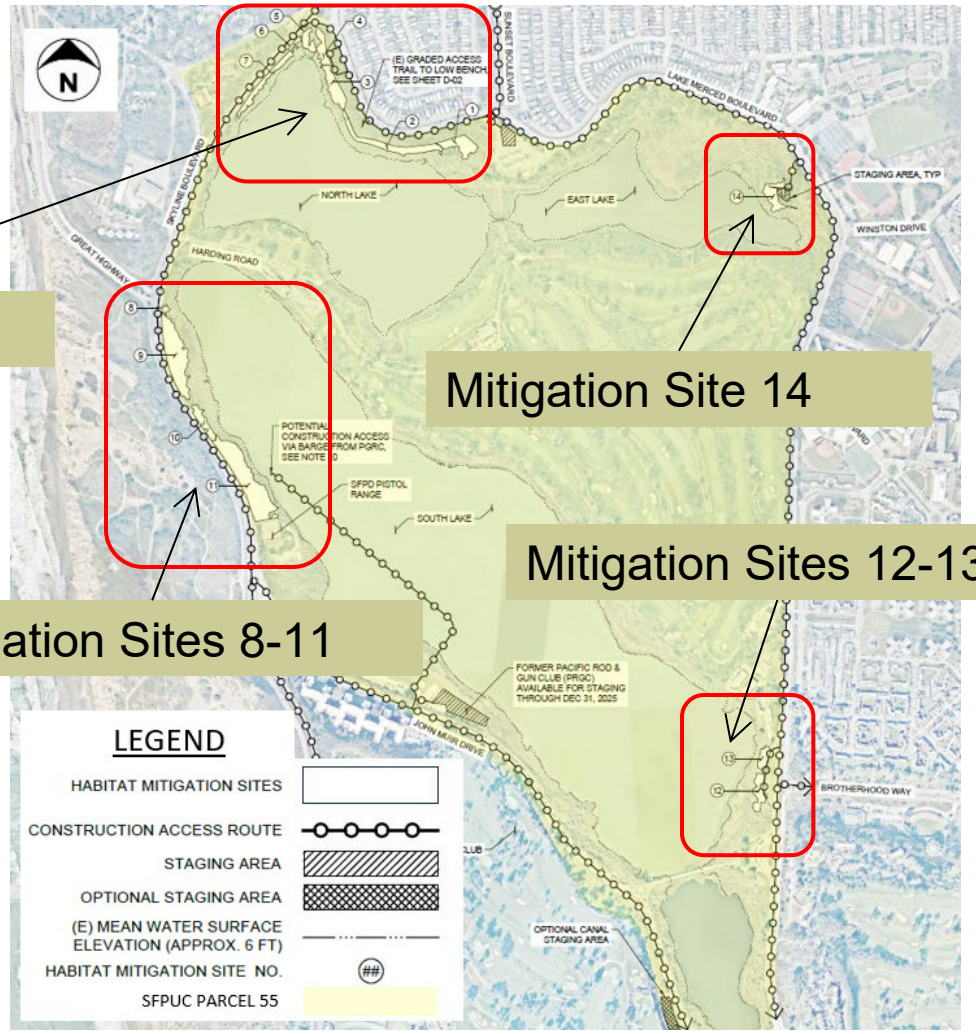
- Twelve (12) sites on SFPUC Parcel No. 55.

Purpose of License:

- Required for Daly City to satisfy conditions of the California Coastal Commission's Coastal Development Permit No. 2-23-0862 for the Project.

Purpose of Amendment:

- Extend license term by five years.



San Francisco Water Power Sewer
Services of the San Francisco Public Utilities Commission

Financial Consideration

- Daly City will pay fair market value, as determined by an independent third-party appraisal performed on July 23, 2025, by Erik Woodhouse, MAI, of Associated Right-of-Way Services.
  - Tunnel Easements: $5,688
  - Wetland and Stormwater Facilities Easement: $60,224
  - Box Culvert and Stormwater Outlet Easement: $832
  - Wetland Force Main Easement: $262
  - Armored Spillways Easement: $2,542
  - Floating Pipeline Easement: $1,177
  - License for Overflow Facilities: $2,278
  - Mitigation License Amendment: Additional $23,503, total $51,015

San Francisco Water Power Sewer
Services of the San Francisco Public Utilities Commission

Questions?

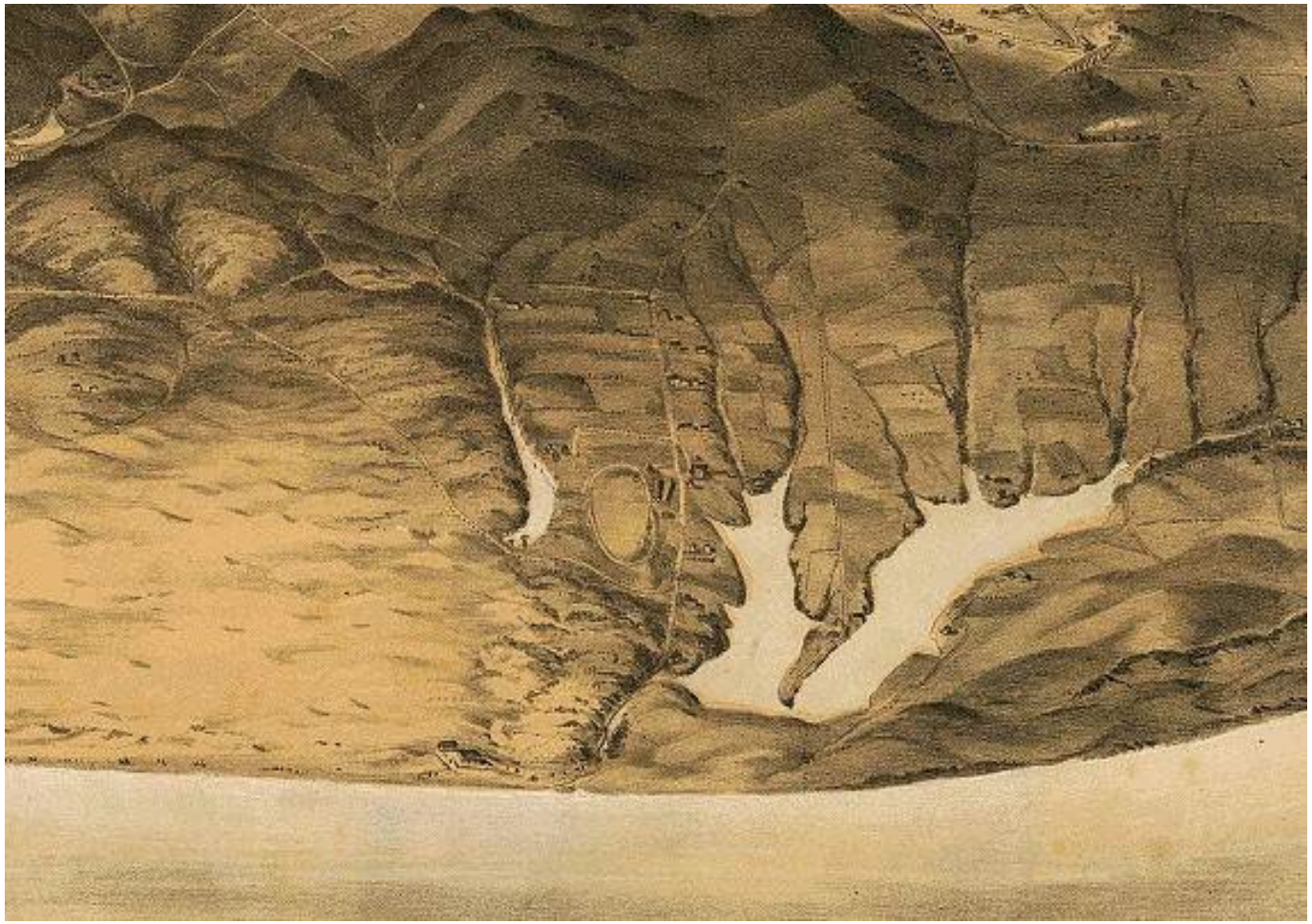
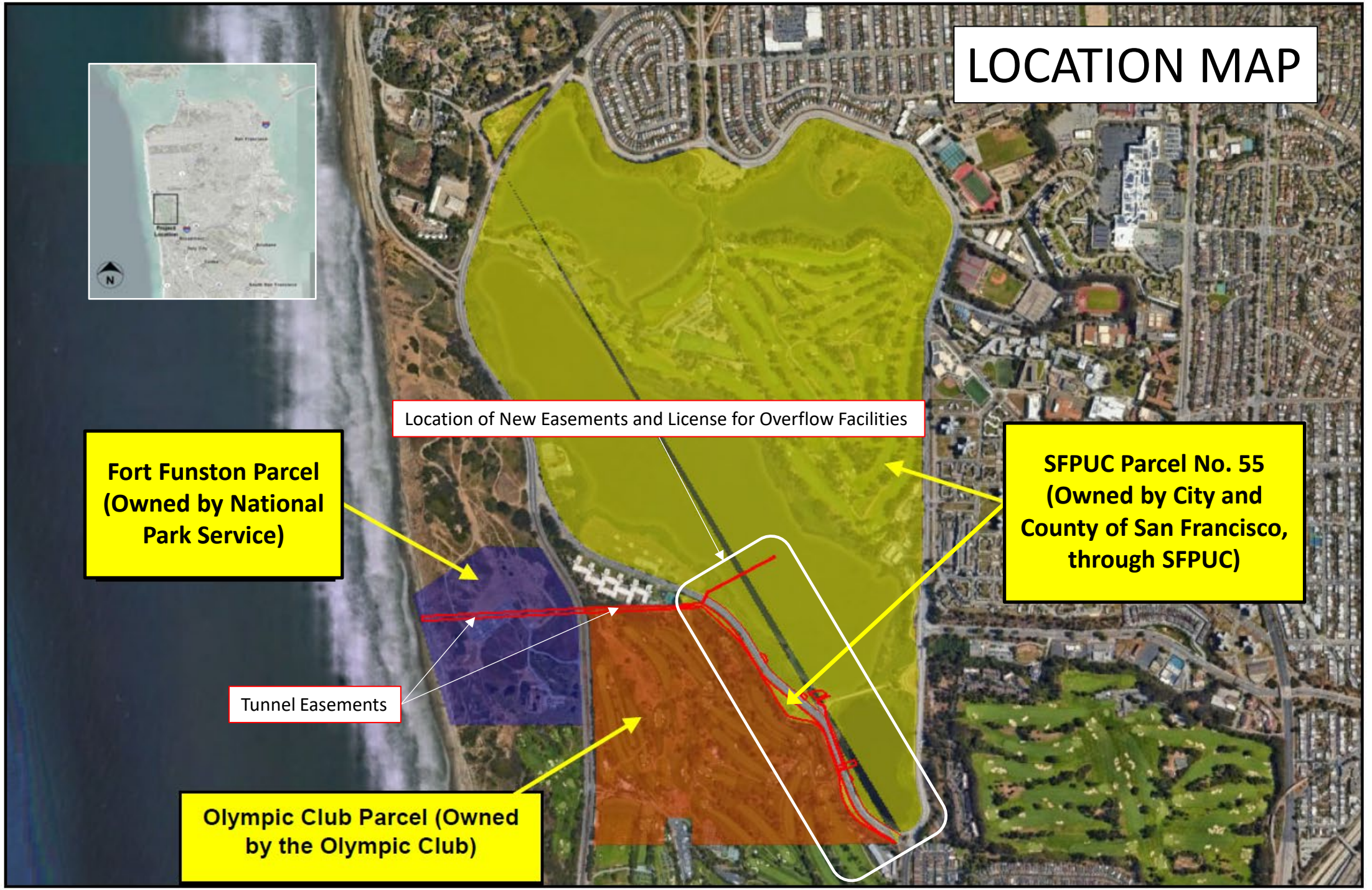


Image: George H. Goddard, Library of Congress (1868)


LOCATION MAP
Location of New Easements and License for Overflow Facilities
Fort Funston Parcel (Owned by National Park Service)
SFPUC Parcel No. 55 (Owned by City and County of San Francisco, through SFPUC)
Tunnel Easements
Olympic Club Parcel (Owned by the Olympic Club)

LOCATION MAP
Mitigation License Area

Mitigation Sites 1-7

Mitigation Site 14

Mitigation Sites 8-11

Mitigation Sites 12-13

LEGEND

HABITAT MITIGATION SITES

CONSTRUCTION ACCESS ROUTE

STAGING AREA

OPTIONAL STAGING AREA

(E) MEAN WATER SURFACE ELEVATION (APPROX. 6 FT)

HABITAT MITIGATION SITE NO. ##

SFPUC PARCEL 55

Docusign Envelope ID: 3618A733-AF2C-4930-9C47-F0575AB5D51D

Click on this page to be redirected to the Legislative Research Center to view the entirety of this voluminous file

SAN FRANCISCO PUBLIC UTILITIES COMMISSION
REVOCABLE LICENSE

(License #P4703)

THIS REVOCABLE LICENSE (this "**License**") dated for reference purposes only as of August 18, 2025, is made by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**City**"), acting by and through its Public Utilities Commission (the "**SFPUC**"), and the CITY OF DALY CITY, a municipal corporation ("**Licensee**"). City and Licensee sometimes are referred to collectively in this License as the "**Parties**" or singularly as a "**Party**."

BASIC LICENSE INFORMATION

The following is a summary of basic license information (the "**Basic License Information**"). Each item below will be deemed to incorporate all the terms set forth in this License pertaining to the item. In the event of any conflict between the information in this Section and any more specific provision of this License, the more specific provision will control.

City:	CITY AND COUNTY OF SAN FRANCISCO, acting by and through its Public Utilities Commission
Licensee:	CITY OF DALY CITY
License Area (Section 1):	Portions of SFPUC Parcel No. 55 ("**Lake Merced Tract**"), commonly known as Assessor's Parcel No. 7283-004, located in San Francisco, California, as more particularly described in the attached **Exhibit A** and shown in the attached **Exhibit B**, together with any appurtenances. The License Area is comprised of twelve (12) habitat mitigation sites (the "**Habitat Mitigation Sites**"), three (3) staging areas (the "**Staging Areas**"), and access routes, as shown generally in the attached **Exhibit B** and more particularly in the Approved Plans, Specifications and Work Schedule in the attached **Exhibit D**.
Term (Section 2):	Five (5) years commencing on the Commencement Date and expiring on the License Term Expiration Date ("**Term**"). Commencement Date: 08/21/2025 | 2:35:56 PM PDT License Term Expiration Date: December 31, 2031
Permitted Acts (Section 4(a)):	(**i**) ingress and egress of personnel, vehicles, and equipment; (**ii**) removal of existing non-native and invasive plant species, followed by installation of habitat restoration sites at twelve (12) Habitat Mitigation Sites; (**iii**) installation and removal of temporary irrigation; (**iv**) ongoing inspection, maintenance, and repair of the twelve (12) Habitat Mitigation Sites; and (**v**) construction staging and laydown in connection with the work to be performed under this License.

Vista Grande Drainage Basin Improvement Project

California Environmental Quality Act Findings: Findings of Fact, Evaluation of Mitigation Measures and Alternatives, and Statement of Overriding Considerations

North San Mateo County Sanitation District

The North San Mateo County Sanitation District ("the District") a subsidiary of City of Daly City ("Daly City"), as the lead agency, and the National Park Service ("NPS") as the federal lead agency, prepared a joint Environmental Impact Report/Environmental Impact Statement (EIR/EIS for the Vista Grande Drainage Basin Improvement Project ("Project"). The EIR/EIS was prepared in accordance with the California Environmental Quality Act ("CEQA") and the National Environmental Policy Act ("NEPA") and consists of the Draft EIR/EIS and the Final EIR/EIS. The EIR/EIS analyzes the significant effects of the Project on the environment.

The District makes and adopts the following findings of fact and decisions regarding mitigation measures and alternatives, and the statement of overriding considerations, based on substantial evidence in the whole record of this proceeding and under in accordance with CEQA,(Pub. Resources Code, § 21000 et seq.) and Guidelines for Implementation of CEQA ("CEQA Guidelines") (14 California Cal. Code Regs. § 15000 et seq.) Because these findings are based on the CEQA analysis of the Project, most references to the joint EIR/EIS simply refer to the Draft or Final EIR. The NPS is separately responsible for making a decision on its federal actions based on the EIS and the entire record compiled during the joint CEQA and NEPA evaluation process.

This document is organized as follows:

Section I provides a description of the Project proposed for adoption, the environmental review process for the Project, the approval actions to be taken, and the location of records;

Section II identifies the impacts found not to be significant that do not require mitigation;

Section III identifies potentially significant impacts that can be avoided or reduced to less-than-significant levels through mitigation and describes the disposition of the mitigation measures;

Section IV identifies significant impacts that cannot be avoided or reduced to less-than significant levels and describes any applicable mitigation measures as well as the disposition of the mitigation measures;

Section V evaluates the different Project alternatives and the economic, legal, social, technological, and other considerations that support approval of the Project and the rejection of the alternatives, or elements thereof, analyzed; and

Section VI presents a statement of overriding considerations setting forth specific reasons in support of the District's actions and its rejection of the alternatives not incorporated into the Project.

The Mitigation Monitoring and Reporting Program ("MMRP") for the mitigation measures that have been proposed for adoption is attached to these findings as **Attachment A**. The MMRP is required by Public Resources Code Section 21081.6 and CEQA Guidelines Section 15091. Attachment A provides a table setting forth each mitigation measure listed in the Final EIR for the proposed Project that is required to reduce or avoid a significant adverse impact. Attachment A also specifies the agency responsible for implementation of each measure and establishes monitoring actions and a monitoring schedule. The full text of the mitigation measures is set forth in Attachment A.

These findings are based upon substantial evidence in the entire record before the District. The references set forth in these findings below to certain pages or sections of the Draft EIR or the Response to Comments document ("RTC") in the Final EIR are for ease of reference and are not intended to provide an exhaustive list of the evidence relied upon for these findings.

I. Approval of the Project

A. Project Description

By this action, the District adopts and implements the Project identified as the Vista Grande Drainage Basin Improvement Project, to address storm-related flooding in the Vista Grande Drainage Basin (Basin) while providing the additional benefit of augmenting the water level of Lake Merced. The Vista Grande storm drain system drains the northwestern portion of Daly City and an unincorporated portion of San Mateo County – areas originally within the watershed of Lake Merced. In the 1890s, the Vista Grande Canal and Tunnel were built to divert stormwater away from the lake to an outlet at the Pacific Ocean. The Ocean Outlet and a portion of the Tunnel are located within Fowrt Funston, part of the Golden Gate National Recreation Area ("GGNRA"), which is operated under the authority of the NPS. The existing Canal and Tunnel do not have adequate hydraulic capacity to convey peak storm flows, and this periodically causes backup of Tunnel flows into the Canal and flooding during peak storm events in adjacent low-lying residential areas and along John Muir Drive. The proposed Project would consist of improvements within the Vista Grande Basin storm drain system upstream of the Vista Grande Canal; partial replacement of the existing Canal to incorporate a gross solid screening device, an approximately 2.6-acre constructed treatment wetland, and diversion and discharge structures to route some stormwater (and authorized non-stormwater) flows from the Canal to Lake Merced and to allow lake water to be used for summer treatment wetland maintenance; modification of the existing effluent gravity pipeline so that it may be used year round to convey treated effluent from the nearby Wastewater Treatment Plant owned and operated by the District to the existing outlet and diffuser by gravity, and abandoning the force main pipeline; modification of the existing lake overflow structure to include an adjustable weir and siphon that allows water from the lake to flow into the Canal and Vista Grande Tunnel; replacement of the existing Tunnel to expand its hydraulic capacity and extend its operating lifetime and replacement of the Lake Merced Portal to the Tunnel; and replacement of the existing Ocean Outlet structure and a portion of the existing 33-inch submarine outfall pipeline that crosses the beach at Fort Funston. Operational components of the Project would include management of water surface elevations in Lake Merced and a Lake Management Plan that would include water quality best management

practices, including upstream improvements in the Basin and additional actions, the implementation of which may be triggered during post-Project monitoring. In addition, the Project includes NPS execution of a special use permit for construction activities within GGNRA lands and the expansion of the right-of-way ("ROW") to accommodate the replacement Ocean Outlet structure.

B. Project Objectives

Daly City developed the Project to address the following objectives:

- Improve stormwater drainage of the lower Vista Grande Basin to accommodate peak flows generated by the 25-year design storm;
- Provide a sustainable source of stormwater, establish a target maximum water surface elevation, and implement a Lake Management Plan for management of Lake Merced water quality, groundwater, and surface water elevation;
- Improve recreational access and reduce litter transfer and deposition along the beach below Fort Funston; and
- Maximize use of existing ROWs, easements, and infrastructure to minimize construction-related costs, habitat disturbance, and disruption to recreational users.

C. Environmental Review

In accordance with Sections 15063 and 15082 of the CEQA Guidelines, the City of Daly City, as lead agency, prepared a Notice of Preparation ("NOP") to prepare a joint EIR and EIS for the Project in cooperation with the NPS. The NOP was circulated to local, state, and federal agencies and to other interested parties on February 28, 2013, initiating a public scoping period that extended through June 7, 2013. The NOP provided a general description of the proposed Project, locations, and objectives, and included a preliminary list of the potential environmental impacts related to the following resource topics: aesthetics; air quality; biological resources; cultural and archaeological resources; greenhouse gas emissions; hazards and hazardous materials; hydrology and water quality; land use; noise and vibration; public services and utilities; recreation; socioeconomics and environmental justice; soils, seismicity, and geologic resources; and transportation and traffic.

Pursuant to CEQA Guidelines Section 15083, the City of Daly City held one public scoping meeting on March 28, 2013 at the Doelger Senior Center Café/Kitchen at Westlake Park in Daly City, CA. The purpose of the meeting was to present the proposed Project to the public and receive public input regarding the proposed scope of the EIR analysis. Attendees were provided an opportunity to voice comments or concerns regarding potential effects of the Project.

Three members of the public attended the scoping meeting. In addition to comments received from attendees at the scoping meeting, which were summarized in notes taken by meeting organizers, eight comment letters on the NOP were received via mail, e-mail, or fax. One of the comment letters also attached two prior letters regarding prior alternatives analysis and

preliminary project design-related documents published by the City of Daly City and City and County of San Francisco about the proposed Project; to the extent applicable, these also were treated as scoping comments for the EIR. The comments addressed concerns regarding project description, required permits, aesthetics, biological resources, cultural resources, geology and soils, greenhouse gas emissions and climate change, hazards and hazardous materials and public health, hydrology and water quality, consistency with local plans and policies, odors, recreational impacts, transportation, and cumulative impacts.

Daly City then prepared the Draft EIR, which describes the Project and the environmental setting, identifies potential impacts, presents mitigation measures for impacts found to be significant or potentially significant, and evaluates three alternatives to the Project, including a "No Project" alternative. The EIR also considers the cumulative impact of the Project and alternatives in combination with other past, present, and future projects with potential for impacts on the same resources.

Each environmental issue presented in the Draft EIR is analyzed with respect to significance criteria that are based on CEQA Guidelines Appendix G, with some modifications to ensure that anticipated potential effects, such as interference with local utility corridors, would be addressed.

The Draft EIR was circulated to local, state, and federal agencies and to interested organizations and individuals for review and comment on April 28, 2016 for a 60-day public review period that closed on July 1, 2016. Daly City made the Draft EIR available for download its Project website, the address for which was included in all public notices. Paper copies of the Draft EIR were made available for public review at the following locations: (1) the Daly City Office of the City Clerk, 333 90th Street, Daly City, California; and (2) the Westlake Branch of the Daly City Public Library, 275 Southgate Avenue, Daly City, California. Daly City also distributed notices of availability of the Draft EIR on April 28, 2016; issued a news release on April 29, 2016; and posted notices at locations within the Project area on May 2, 2016.

During the 60-day public review period, Daly City conducted a public meeting to provide an opportunity for the public and regulatory agencies to learn about the project and be informed about how to submit comments on the adequacy and accuracy of the Draft EIR. The public meeting was held on May 26, 2016 at City Council Chambers, 333 90th Street, Daly City. One member of the public attended the public meeting, but no comments addressing the adequacy of the Draft EIR content were raised at the meeting.

During the Draft EIR public review period, Daly City received seven comment letters. Four agencies provided comments: the U.S. Environmental Protection Agency (USEPA), the California State Lands Commission, the California Department of Transportation (Caltrans), and the San Francisco Public Utilities Commission (SFPUC). Three organizations and private entities also commented: California Trout, Golden Gate Audubon Society, and the Olympic Club.

The Final EIR, published on September 8, 2017, included copies of all of the comments received on the Draft EIR as well as individual responses to those comments. The Final EIR provided additional, updated information and clarification on issues raised by commenters, as well as the consultant and the lead and responsible agencies. The District reviewed and considered the Final

EIR, which includes the Draft EIR and the RTC document. In certifying the Final EIR, Daly City determined that the Final EIR does not add significant new information to the Draft EIR that would require recirculation of the EIR under CEQA Guidelines Section 15088.5 because the Final EIR contains no information revealing (1) a new significant environmental impact that would result from the Project or from a new mitigation measure proposed to be implemented, (2) a substantial increase in the severity of a previously identified environmental impact, (3) a feasible project alternative or mitigation measure considerably different from others previously analyzed that would clearly lessen the environmental impacts of the Project, but that was rejected by the Project's proponents, or (4) that the Draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded. The District concurs in that determination.

The Final EIR fully analyzed the Project proposed for approval herein. No new impacts have been identified that have not been analyzed in the Final EIR.

D. Approval Actions

1. North San Mateo County Sanitation District Actions

- Certify the Final EIR
- Adopt these CEQA findings, Statement of Overriding Considerations, and the Mitigation Monitoring and Reporting Program
- Approve the Vista Grande Drainage Basin Improvement Project

2. City and County of San Francisco

The City and County of San Francisco is a Responsible Agency for the Project and separately will consider taking the following actions and approvals to implement the aspects of the Project under San Francisco jurisdiction.

San Francisco Board of Supervisors:

- Adopt CEQA findings, Statement of Overriding Considerations, and the Mitigation Monitoring and Reporting Program
- Convey ownership of Vista Grande Tunnel and easement to Daly City

San Francisco Public Utilities Commission:

- Approve the Lake Management Plan, including selecting a target water surface elevation at which to manage the lake
- Approve necessary conveyances (e.g., easements, leases, and land transfers)

Additionally, the SFPUC Wastewater Enterprise, Department of Public Works, Department of Parking and Traffic, Recreation and Parks Department, and the Municipal Transportation Agency MUNI Street Operations Division would rely on the certified EIR for issuance of any discretionary permits or approvals for the Project.

3. State Agencies

Implementation of the Project and mitigation measures will involve consultation with/required approvals by state regulatory agencies, including:

- California Coastal Commission
- State Water Resources Control Board
- San Francisco Bay Regional Water Quality Control Board
- California Department of Fish and Wildlife
- California State Lands Commission
- California Department of Transportation
- State Historic Preservation Officer

E. Record of Proceedings

For purposes of CEQA and these Findings, the Record of Proceedings consists of the following documents, at a minimum:

- The NOP and all other public notices issued by Daly City in conjunction with the proposed Project;
- The Draft EIR and Final EIR, including appendices and technical studies included or referenced in the Draft EIR and Final EIR;
- All comments submitted by agencies or members of the public during the public review period on the Draft EIR;
- All comments and correspondence submitted to Daly City with respect to the proposed Project, in addition to timely comments on the Draft EIR;
- Any minutes and/or transcripts of all information sessions, public meetings, and public hearings held by Daly City in connection with the Project;
- Any documentary or other evidence submitted to Daly City at such information sessions, public meetings, and public hearings;
- The Daly City General Plan and the Daly City Municipal Code provisions cited in materials prepared by or submitted to Daly City;
- Any and all resolutions adopted by Daly City regarding the Project, and all staff reports, analyses, and summaries related to the adoption of those resolutions;
- Matters of common knowledge to Daly City, including but not limited to federal, state, and local laws and regulations;
- Any additional documents expressly cited in the Draft EIR and Final EIR and these findings; and
- Any other materials required for the record of proceedings by Public Resources Code section 21167.6(e).

The District has relied on all of the documents listed above in reaching its decisions on the Project even if not every document was formally presented to the District or Daly City Staff as part of the files generated in connection with the Project.

Without exception, any documents set forth above not found in the Project files fall into one of two categories. Many of them reflect prior planning or legislative decisions with which the District was aware in approving the Project. (See *City of Santa Cruz v. Local Agency Formation Commission* (1978) 76 Cal.App.3d 381, 391-392; *Dominey v. Department of Personnel Administration* (1988) 205 Cal.App.3d 729, 738, fn. 6.) Other documents influenced the expert advice provided to Daly City Staff or consultants, who then provided advice to the District as the final decision-making body. For that reason, such documents form part of the underlying factual basis for the District's decisions relating to approval of the Project. (See Pub. Resources Code, § 21167.6 (e)(10); *Browning-Ferris Industries v. City Council of City of San Jose* (1986) 181 Cal.App.3d 852, 866; *Stanislaus Audubon Society, Inc. v. County of Stanislaus* (1995) 33 Cal.App.4th 144, 153, 155.)

The documents constituting the record of proceedings are available for review by responsible agencies and interested members of the public during normal business hours at the Office of the City Clerk, 333 90th Street, Daly City, California.

F. Certification of EIR

In accordance with CEQA and the CEQA Guidelines the District hereby certifies that the EIR has been completed in compliance with CEQA and the CEQA Guidelines. The District has reviewed and considered the information in the record and the EIR prior to recommending approval of any element of the Project. By making these findings, the District confirms that the EIR is adequate to support the approval of the Project and the District ratifies and adopts the findings and conclusions of the EIR, as supplemented and modified by the findings contained herein.

G. Findings about Significant Environmental Impacts and Mitigation Measures

The following Sections II, III, and IV set forth the District's findings about the Final EIR's determinations regarding significant environmental impacts and the mitigation measures proposed to address them. These findings provide the written analysis and conclusions of the District regarding the environmental impacts of the Project and the mitigation measures included as part of the Final EIR and adopted by the District as part of the Project. To avoid duplication and redundancy, and because the District agrees with, and hereby adopts, the conclusions in the Final EIR, these findings do not repeat the analysis and conclusions in the Final EIR, but instead incorporate them by reference herein and rely upon them as substantial evidence supporting these findings.

In making these findings, the District has considered the opinions of District staff and experts, other agencies, and members of the public. The District finds that the determination of significance thresholds is a judgment decision within the discretion of the City of Daly City; the

significance thresholds used in the EIR are supported by substantial evidence in the record, including the expert opinion of the EIR preparers and City staff; and the significance thresholds used in the EIR provide reasonable and appropriate means of assessing the significance of the adverse environmental effects of the Project. Thus, although, as a legal matter, the District is not bound by the significance determinations in the EIR (see CEQA § 21082.2(e)), the District finds them persuasive and hereby adopts them as its own.

These findings do not attempt to describe the full analysis of each environmental impact contained in the Final EIR. Instead, a full explanation of these environmental findings and conclusions can be found in the Final EIR and these findings hereby incorporate by reference the discussion and analysis in the Final EIR supporting the determination regarding the Project impacts and mitigation measures designed to address those impacts. In making these findings, the District ratifies, adopts, and incorporates in these findings the determinations and conclusions of the Final EIR relating to environmental impacts and mitigation measures, except to the extent any such determinations and conclusions are specifically and expressly modified by these findings.

As set forth below, the District adopts and incorporates all of the mitigation measures set forth in the Final EIR to substantially lessen or avoid the potentially significant and significant impacts of the Project The impact numbers and mitigation measure numbers used in these findings reflect the information contained in the Final EIR.

In the Sections II, III, and IV below, the same findings are made for a category of environmental impacts and mitigation measures. Rather than repeat the identical finding dozens of times to address each and every significant effect and mitigation measure, the initial finding obviates the need for such repetition because in no instance is the District rejecting the conclusions of the Final EIR or the mitigation measures recommended in the Final EIR for the Project.

II. Impacts Found Not to Be Significant and Thus Not Requiring Mitigation

Under CEQA, no mitigation measures are required for impacts that are less than significant. (CEQA, § 21002; CEQA Guidelines, §§ 15126.4 (a)(3), 15091.) The Final EIR identified impacts found not to be significant for each component of the Vista Grande Drainage Basin Improvement Project. Based on the evidence in the whole record of this proceeding, the District finds that implementation of the Project will not result in any significant impacts in the following areas and that these impact areas therefore do not require mitigation. The District notes that NPS, the federal lead agency under NEPA, has discretion to require and adopt mitigation for impacts not found to be significant in the CEQA analysis of the Project. Such mitigation is represented in the MMRP as being required by NPS, and is not relevant to the determination of significance under CEQA of the impacts listed below.

Aesthetics

Impact AES-1: Project construction would not result in a substantial adverse impact on a scenic vista or scenic resource, or on the visual character or quality of the site or its surroundings.

Impact AES-2: Project operation would not result in a substantial adverse impact on a scenic vista, scenic resource, or on the visual character or quality of the site or its surroundings.

Impact AES-4: Project operation would not result in a new source of substantial light or glare that would adversely affect day or nighttime views in the area.

Air Quality

Conflict with or obstruct implementation of the applicable air quality plan (no impact).

Impact AIR-3: The Project would not expose sensitive receptors to substantial pollutant concentrations.

Impact AIR-4: The Project would not create objectionable odors affecting a substantial number of people.

Biological Resources

Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan (no impact).

Impact BIO-11: Project operation would not adversely affect species identified as candidate, sensitive, or special-status wildlife species in local or regional plans, policies, or regulations, or by the CDFW or USFWS.

Impact BIO-13: Project operation would not adversely affect resident fisheries and fish habitat associated with Lake Merced.

Impact BIO-14: Project operation would not adversely affect wetland habitats and other waters of the United States associated with Lake Merced.

Geology and Soils

Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater (no impact).

Greenhouse Gas Emissions and Climate Change

Conflict with an applicable plan, policy, or regulation of an agency adopted for the purpose of reducing the emissions of GHGs (no impact).

Hazards and Hazardous Materials

Emit Hazardous Emissions or Handle Hazardous or Acutely Hazardous Materials, Substances, or Waste Within 0.25 Mile of an Existing or Proposed School (no impact).

Be Located on a Site that is Included on a List of Hazardous Materials Sites Compiled Pursuant to Government Code Section 65962.5 and, as a Result, Create a Significant Hazard to the Public or the Environment (no impact).

Be Located within an Airport Land Use Plan or in the Vicinity of a Private Airstrip (no impact).

Expose People or Structures to a Significant Risk of Loss, Injury, or Death Involving Fires (no impact).

Impact HAZ-1: Project construction could create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials.

Impact HAZ-4: Project operation would not increase human exposure to vector-borne diseases as a result of implementation.

Hydrology and Water Quality

Placement of Housing within a 100-Year Flood Zone (no impact).

Exposure to Flooding from Failure of a Levee or Dam (no impact).

Impact HYD-2: The Project could deplete groundwater supplies or interfere substantially with groundwater recharge.

Impact HYD-3: The Project could alter existing drainage patterns, causing downstream erosion or siltation.

Impact HYD-4: The Project would not place within a 100-year flood hazard area structures that would impede or redirect flood flows.

Impact HYD-5: The Project could alter existing drainage patterns and increase the potential for flooding and could expose people or structures to a significant risk of loss, injury or death involving flooding or could result in increased stormwater runoff which would exceed the capacity of existing or planned stormwater drainage systems.

Impact HYD-6: Project maintenance could violate water quality standards and/or waste discharge requirements, provide substantial additional sources of polluted runoff, or otherwise substantially degrade water quality in Lake Merced.

Impact HYD-7: The Project would not expose people or structures to a significant risk of loss, injury, or death involving inundation by seiche, tsunami, or mudflow.

Impact HYD-8: Project operation could violate water quality standards, waste discharge requirements, provide substantial additional sources of polluted runoff or otherwise substantially degrade water quality in Lake Merced.

Land Use and Planning

Physically divide an established community (no impact).

Conflict with any applicable habitat conservation plan or natural community conservation plan (no impact).

Noise and Vibration

For a project located within an airport land use plan area, or, where such a plan has not been adopted, in an area within 2 miles of a public airport or public use airport, expose people residing or working in the area to excessive noise levels (no impact).

For a project located in the vicinity of a private airstrip, expose people residing or working in the project area to excessive noise levels (no impact).

Impact NOI-3: Project operation would not expose receptors to noise levels in excess of the San Francisco Noise Ordinance; would not expose persons to excessive groundborne vibration or groundborne noise levels; and would not result in a substantial permanent, temporary, or periodic increase in ambient noise levels in the Project vicinity above existing levels.

Recreation

Include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment (no impact).

Impact REC-1: Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated.

Population and Housing

Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure) (no impact).

Displace substantial numbers of existing housing units, necessitating the construction of replacement housing elsewhere (no impact).

Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere (no impact).

Transportation and Traffic

Conflict with an applicable congestion management program, including but not limited to LOS standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways (no impact).

Result in a change in air traffic patterns, including either an increase in traffic levels or a change in locations that results in substantial safety risks (no impact).

Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (no impact).

Impact TRA-2: Project operation and maintenance would cause some temporary increases in traffic volumes on area roadways, but would not substantially conflict with the performance of the circulation system or with plans, ordinances, or policies pertaining to the performance of the circulation system.

Impact TRA-3: Project construction would not impair access to adjacent roadways and land uses, or impede emergency access.

Impact TRA-4: Project construction would not conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities.

Utilities and Service Systems

Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects (no impact).

Require or result in the construction of new stormwater drainage facilities or the expansion of existing facilities, the construction of which could cause significant environmental effects (no impact).

Impact UTIL-1: The Project would not exceed wastewater treatment requirements of the San Francisco Regional Water Quality Control Board nor result in a determination by a wastewater treatment provider that it has inadequate capacity to serve the Project's projected demand in addition to the provider's existing entitlements.

Impact UTIL-2: The Project would not require more water supply than would be available through existing entitlements and resources, nor would it require new or expanded water supply resources or entitlements.

Impact UTIL-3: Project construction would not result in a substantial adverse effect related to landfill capacity.

Impact UTIL-4: The Project would not result in a substantial adverse effect related to compliance with federal, State, and local statutes and regulations pertaining to solid waste.

Impact UTIL-5: Project construction could result in a substantial adverse effect related to disruption of utility operations or accidental damage to existing utilities.

III. Findings of Potentially Significant Impacts That Can Be Avoided or Reduced to a Less-than-Significant Level through Mitigation, and the Disposition of the Applicable Mitigation Measures

CEQA requires agencies to adopt mitigation measures that would avoid or substantially lessen a project's identified significant impacts or potential significant impacts if such measures are feasible (unless mitigation to such levels is achieved through adoption of a project alternative). The findings in this Section III and in Section IV concern mitigation measures set forth in the EIR. The full text of the mitigation measures is contained in the Final EIR and in Attachment A, the Mitigation Monitoring and Reporting Program. The District recognizes that some of the mitigation measures are partially within the jurisdiction of other agencies, including the SFPUC and NPS. The District urges these agencies to assist in implementing these mitigation measures, and finds that these agencies can and should participate in implementing these mitigation measures.

Aesthetics

Impact AES-3: Project construction could result in a new source of substantial light or glare that would adversely affect day or nighttime views in the area.

It is anticipated that tunneling activities could occur 24 hours per day in two to three shifts, and construction of the replacement pipe section and piers on the beach would necessitate 24-hour work over a period of several days to one week. Construction would create a new temporary source of nighttime lighting in the immediate area and the light and glare effects from Project construction could be substantial.

> **Mitigation Measure 3.4-9: Night Lighting Minimization**
>
> All construction nighttime lighting shall be fully shielded and focused downward to ensure that no significant illumination passes beyond immediate work area or vertically into the sky. Warm colored light shall be used where feasible.

Air Quality

Impact AIR-1: The Project would not violate any air quality standard or contribute substantially to an existing or projected air quality violation. Without appropriate dust controls, dust emissions generated within federally administered areas could contribute to the SFBAAB's existing PM10 and PM2.5 non-attainment status, a potentially significant impact.

> **Mitigation Measure 3.3-1: Dust Control Plan Implementation**
>
> All elements of the Dust Control Plan required for work within San Francisco shall also be implemented for work occurring at Fort Funston. At a minimum this Plan shall include watering of exposed surfaces, covering of haul trucks, and sweeping of visible mud or dirt on adjacent public roads.

Impact AIR-2: The Project could result in a cumulatively considerable net increase of ozone, PM10, or PM2.5 (for which the SFBAAB is in non-attainment), including releasing emissions which exceed quantitative thresholds for ozone precursors. Construction activities would result in cumulatively significant fugitive dust emissions.

See **Mitigation Measure 3.3-1: Dust Control Plan Implementation**

Biological Resources

Impact BIO-1: Project construction could have a substantial adverse effect either directly or through habitat modifications, on plant species identified as sensitive or special-status in local or regional plans, policies, or regulations, or by the CDFW or USFWS. Project construction activities including materials and equipment staging at multiple sites within at Fort Funston associated with the Vista Grande Tunnel and Ocean Outlet replacement, maintenance on and use of the Avalon Canyon Road beach access route, and construction of the Impound Lake discharge structure could result in impacts to special-status plant populations and their supporting vegetation communities.

Mitigation Measure 3.4-1: Avoidance, minimization, and compensation for impacts to special-status plants

A qualified botanist shall conduct appropriately timed floristic preconstruction surveys for special-status plant species with a moderate or high potential to occur in the study area, and for species known to be present in the study area, in all suitable habitat that would be potentially disturbed by the Project within the year of initiation of ground disturbance. If special-status plants are found during surveys, a reporting and avoidance/relocation/compensation program shall be conducted as described in this measure.

Impact BIO-2: Project construction could have a substantial adverse effect either directly or through habitat modifications, on reptile species identified as special-status in local or regional plans, policies, or regulations, or by the CDFW or USFWS. Construction of the Lake Merced overflow structure in South Lake and the outlet structure on the bank and within waters of Impound Lake could adversely affect the western pond turtle by direct mortality, should it be present, which would be a significant impact.

Mitigation Measure 3.4-2: Worker Training Worker Environmental Awareness Program Training

A Project-specific Worker Environmental Awareness Program (WEAP) training shall be developed and implemented by a qualified biologist and attended by all Project personnel prior to beginning work onsite.

Mitigation Measure 3.4-2b: Avoidance and Minimization Measures for Western Pond Turtle

During construction at the Lake Merced overflow structure in South Lake, construction at the outlet structure on the bank and within waters of Impound Lake, and during installation of the in-lake treatment infrastructure a qualified biological monitor shall be present during vegetation removal and the installation of exclusion fencing and cofferdam at Impound Lake.

Impact BIO-3: Project construction could have a substantial adverse effect either directly or through habitat modifications, on migratory birds and/or on bird species identified as special-status in local or regional plans, policies, or regulations, or by the CDFW or USFWS. Construction activities could disrupt birds attempting to nest in the vicinity of the Project site, disrupt parental foraging activity, or displace mated pairs with territories in the Project vicinity.

Mitigation Measure 3.4-3: Nesting Bird Protection Measures

Construction activities that may compromise breeding birds or the success of their nests shall be conducted outside of nesting season. If construction cannot be avoided during nesting season, a qualified wildlife biologist shall conduct preconstruction nesting surveys within 7 days prior to the start or resumption of construction after any breaks of 14 days or more. If active nests are located during the preconstruction bird nesting surveys, a qualified biologist shall conduct an evaluation and monitoring program as described in this measure.

Impact BIO-4: Project construction could have a substantial adverse effect either directly or through habitat modifications, on bats identified as special-status in local or regional plans, policies, or regulations, or by the CDFW or USFWS. Clearing vegetation (including trees) and removing structures in support of Project construction could result in direct mortality of special-status bats roosting in tree cavities, under bark, and in structures within the Project site. Direct mortality of special-status bats would be a significant impact. Additionally, common bats may establish maternity roosts in these same locations which are protected under CEQA.

Mitigation Measure 3.4-4: Avoidance and Minimization Measures for Special-Status Bats

A preconstruction survey for special-status bats shall be conducted by a qualified biologist in advance of tree and structure removal within the project site to characterize potential bat habitat and identify active roost sites. Should the preconstruction survey find no bat habitat or bat roosting sites then no further action is required. Should potential roosting habitat or active bat roosts be found in trees and/or structures to be removed under the project, Daly City shall implement avoidance and minimization measures as described in this measure.

Impact BIO-5: Project construction could have a substantial adverse effect on central dune scrub, a sensitive natural community identified by the CDFW. Impacts to central dune scrub are expected to occur during Project-related improvements to the Avalon Canyon access road and through use of the proposed staging area at Fort Funston where approximately 0.497-acre of central dune scrub is present on the eastern and southern boundaries. In addition, restored central dune scrub has been established near Impound Lake where the outlet structure is proposed; however, the Project facilities are not located in areas where central dune scrub has been mapped.

Mitigation Measure 3.4-5: Avoidance, minimization, and compensation for impacts to central dune scrub.

Concurrent with focused botanical surveys, prior to establishing staging areas or beginning construction activities, areas of central dune scrub vegetation within the Project footprint and within a 50-foot buffer adjacent to the Project footprint shall be

mapped by a qualified botanist. To the extent feasible, Project elements shall be designed to avoid and minimize impacts to central dune scrub as described in this measure.

Impact BIO-6: Project construction would not have a substantial adverse effect on upland vegetation communities identified in local or regional plans, policies, regulations, or by the CDFW or USFWS. Trees that may be impacted by the Project during construction occur in an area managed by the San Francisco Department of Public Works (SFDPW) or located on San Francisco owned land. Such areas are subject to Article 16, Section 808 of the Public Works Code as designated street or significant trees.

Mitigation Measure 3.4-6: Implement Tree Protection Measures and Plant Replacement Trees

A certified arborist shall perform a tree survey of the Project prior to construction to identify trees to be removed, trimmed, or retained and that shall need to be protected during construction. Trees to be trimmed or retained under the Project shall be protected during construction by measures determined by the certified arborist, and trees to be removed shall follow SFDPW tree removal permit process as described in this measure.

Impact BIO-7: Project construction would have a substantial adverse effect on sensitive communities identified in local or regional plans, policies, regulations, or by CDFW or USFWS through the introduction or spread of invasive plants. Project construction activities could contribute to the spread of invasive plants and introduce new invasive plants to the study area through earth moving, transport of vehicles, equipment and materials, and unanticipated sediment dispersal during rain events which would be a significant impact.

Mitigation Measure 3.4-7a: Control Measures for Spread of Invasive Plants

Construction best management practices shall be implemented in all construction areas to prevent the spread of invasive plants, seed, propagules, and pathogens as described in this measure.

Mitigation Measure 3.4-7b: Post-Construction Treatment of Upland Areas

Upon completion of final grading, and in order to prevent the establishment and spread of invasive plant species in upland areas temporarily disturbed by construction activities, hydroseed or broadcast seed of a native plant seed mix shall be applied to upland areas disturbed during construction as described in this measure.

Impact BIO-8: Project construction could have a substantial adverse effect on wetlands and other jurisdictional waters. Project impacts to these potential jurisdictional features would involve temporary and permanent discharges of structures and/or fill within waters and wetlands, and/or alterations of the bed and/or banks of a lake or stream, to accommodate Project activities.

Mitigation Measure 3.4-8a: Wetland Avoidance and Protection

Access roads, work areas, and infrastructure shall be sited to avoid and minimize direct and indirect impacts to wetlands and waters to the extent feasible. Where work will occur on the Project adjacent to state and federal jurisdictional wetlands and waters, protection measures shall be applied to protect these features as described in this measure.

Mitigation Measure 3.4-8b: Compensation for Impacts to Wetlands and Riparian Habitat

To offset temporary impacts, restoration to pre-project conditions shall be conducted, as required by regulatory permits. To offset unavoidable permanent impacts to jurisdictional wetlands, waters, and to riparian habitat, compensatory mitigation shall be provided as required by regulatory permits as described in this measure.

Impact BIO-9: Project construction could impede movement of native resident fish species. A variety of common fish species reside in Lake Merced and could be adversely affected by in-water work at the lake associated with the Project.

See **Mitigation Measure 3.4-2b: Avoidance and Minimization Measures for Western Pond Turtle**

Impact BIO-10: Project construction could interfere substantially with the movement of native resident or migratory species or with established native resident or migratory corridors, or impede the use of nursery sites. Construction activities associated with the Ocean Outlet and the submarine outfall on Ocean Beach and those associated with the Fort Funston tunnel shaft staging and work area could adversely impact birds migrating along the Pacific Flyway and nearby resident wildlife with the introduction of night lighting into an otherwise dark environment.

See **Mitigation Measure 3.4-9: Night Lighting Minimization**

Impact BIO-12: Project operation could adversely affect central dune scrub, thimbleberry, wax myrtle, and canyon live oak scrub, and Vancouver rye grassland associated with Lake Merced. Loss of central dune scrub would be less than 1 percent under the Project and canyon live oak would be unaffected. Wax myrtle scrub would be unaffected by increased lake levels up to 9 feet City Datum but would incur a 12.50 percent loss at a 10 feet City Datum WSE, which would be considered significant. Thimbleberry scrub occurs above 13 feet City Datum and would not be inundated by rising water surface elevations under any scenario. Vancouver rye grassland would incur losses below 10 percent with an increase in lake levels up through 9 feet City Datum but would experience significant impacts at 10 feet where there would be a 46.15 percent loss (i.e., if the target maximum of 9.5 WSE was selected).

Mitigation Measure 3.4-10a: Lake Level Management

The Lake Merced overflow weir in South Lake shall be set at no greater than 9 feet City Datum to prevent lake water surface elevation from having significant effects on wax myrtle scrub, Vancouver rye grassland, and eucalyptus forest. Should an operating WSE above 9 feet City Datum be selected or an extreme storm event requires temporary storage in Lake Merced that would increase WSE above 9 feet City Datum for more than 14 days (at which time vegetation die-off could occur), Mitigation Measure 3.4-10b is required.

Mitigation Measure 3.4-10b: Compensation for Loss of Sensitive Communities at Lake Merced

If 9.5 feet City Datum is selected as the target maximum WSE and Lake Merced water levels are not maintained at or below 9 feet City Datum during normal operations, or a storm event requires storage in Lake Merced that would increase WSE above 9 feet City

Datum for more than 14 days for wax myrtle scrub and Vancouver rye grassland or for more than one month for blue gum eucalyptus forest, a resurvey of these sensitive vegetation communities around the Lake Merced shoreline to which a significant impact is predicted to occur (i.e., more than 10 percent loss) shall be performed post-inundation to determine actual percent loss.

An onsite revegetation and restoration plan as described in Mitigation Measure 3.4-10b shall be prepared to compensate for the affected sensitive vegetation communities and habitat lost (in excess of 10 percent) with a maintained WSE above 9 feet City Datum for 14 days or more for wax myrtle scrub and Vancouver rye grassland and for one month or more for eucalyptus forest.

Impact BIO-15: Project operation could adversely affect native wildlife nursery sites associated with Lake Merced. Water level increases above 9 feet City Datum under the Project that persist for more than one month (i.e., with a target maximum WSE of 9.5 feet) would result in the change in habitat attributed to the Project in excess of 10 percent which would be considered a significant impact on these wildlife nursery sites.

See **Mitigation Measure 3.4-10a: Lake Level Management**

See **Mitigation Measure 3.4-10b: Compensation for Loss of Sensitive Communities at Lake Merced**

Cultural and Paleontological Resources

Impact CUL-2: The Project could cause a substantial adverse change in the significance of an archaeological resource, including shipwrecks. While unlikely, ground-disturbing activities could expose and cause impacts on unknown archaeological resources or shipwrecks, which would be a potentially significant impact. The existing outlet is approximately 900 feet north of the shipwreck remains of the 1882 schooner *Neptune* from 1900.

Mitigation Measure 3.5-3: Inadvertent Discovery of Archaeological Resources or Shipwrecks.

If construction activities result in the inadvertent discovery of an archaeological resource, measures regarding training construction personnel, and notification, inspection, preservation, and treatment requirements are discussed in this measure.

Impact CUL-3: Project construction could disturb human remains. Project construction could result in direct impacts to previously undiscovered human remains during earthmoving activities.

Mitigation Measure 3.5-4: Inadvertent Discovery of Human Remains.

If construction activities result in the inadvertent discovery of human remains, measures associated with compliance of applicable state laws regarding the treatment of such remains are described in this measure.

Geology and Soils

Impact GEO-1: Construction, operation, and maintenance of the Project could expose people or structures to potential substantial adverse effects involving strong seismic ground shaking and/or seismic-related ground failure. Holocene slip was observed in trench exposures of the Serra Fault and geotechnical investigation concluded there is a potential for sympathetic offset within the proposed tunnel alignment as a result of rupture on the nearby San Andreas Fault. Groundshaking during an earthquake in the Project area has the potential to be strong, with peak ground acceleration around 0.6 g, which could result in significant groundshaking effects on the proposed facilities. Also, seismic damage due to liquefaction and related phenomena could occur along the pipeline and at other facilities. In particular, the new tunnel portal and Lake Merced overflow inlet are planned in an area of potentially liquefiable soil.

> **Mitigation Measure 3.6-1a:** Prior to final Project design, a qualified engineer and/or geologist shall perform an inspection to map the size, location, orientation, and patterns of cracks and any crack offsets to provide additional insight into possible tunnel deformation related to faulting, and to help better assess the potential impact of the Serra Fault Zone during future seismic events on the San Andreas Fault.
>
> **Mitigation Measure 3.6-1b:** Daly City and/or its contractor(s) shall retain inspectors working under the auspices of a California-licensed geotechnical engineer to be present on the Project site during excavation, grading, and general site preparation activities to monitor the implementation of the recommendations specified in this measure.
>
> **Mitigation Measure 3.6-1c:** Project foundations in the vicinity of Boring B-3 shall be constructed using cast-in-place drilled piers, micropiles, or another equivalent deep foundation system such as auger-cast or displacement piles or a torqued-in piling system for deep foundations.

Impact GEO-2: The Project could result in substantial soil erosion or the loss of topsoil. Construction activities such as excavating, trenching, and grading can remove stabilizing vegetation and expose areas of loose soil that, if not properly stabilized during construction, can be subject to erosion by wind and stormwater runoff, potentially resulting in a significant impact with respect to soils. Also, during operation of the project, erosion and improper water flow could occur within the retaining wall backdrain systems if they are not properly maintained.

> **Mitigation Measure 3.6-2:** Annual maintenance shall include the following: inspection and flushing to make sure that subdrain pipes are free of debris and are in good working order; and inspection of subdrain outfall locations to verify that introduced water flows freely through the discharge pipes and that no excessive erosion has occurred.

Impact GEO-3: The Project may be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the Project. The outlet structure is in an area where the potential for shallow or wedge failures up to about 10 to 15 feet thick under static conditions is moderate to high. During large seismic events, the potential for relatively large-scale landsliding is high. In addition, there is landslide potential at Avalon Canyon which would provide beach access during construction of the outlet structure.

Mitigation Measure 3.6-3a: Recommendations regarding site preparation, foundations, retaining walls, seismic design, and other geotechnical aspects provided in the geotechnical report shall be incorporated into this Project and are discussed in this measure.

Mitigation Measure 3.6-3b: Prior to final Project design, additional slope stability studies, including updated geologic mapping and slope stability analysis, shall be performed by a California-licensed geotechnical engineer to evaluate potential for weakened blocks that could become loose during outlet construction or tunneling. Also, stability analyses shall be completed to evaluate the potential impacts of bluff failure on the new outlet structure to be constructed at the base of the cliff. If potential for weakened blocks to become loose or for bluff failure to occur during construction, the study shall include design specifications and construction methods, such as use of temporary structural supports, to avoid such effects. Recommendations from the studies shall be incorporated into the final Project design and construction methods, and implemented by Daly City and/or its contractors.

Impact GEO-4: The proposed Project would not create substantial risks to life or property due to expansive or corrosive soils. Project area soils have a mild to moderate corrosion potential which could be corrosive to micropiles.

Mitigation Measure 3.6-4: Daly City and/or its contractors shall ensure that all micropiles used for the Project are double-corrosion protected.

Greenhouse Gas Emissions and Climate Change

Impact GHG-1: Project construction and operation would generate GHG emissions. Total short-term Project construction-related GHG emissions would be below BAAQMD's quantitative threshold of 1,100 metric tons CO2e per year for non-stationary sources in construction years 1 and 3, but would be above this threshold during year 2. Impacts associated with construction-related GHG emissions would be less than significant if tunnel drives are constructed concurrently, if tunneling occurs on a 24-hour basis, or both.

Mitigation Measure 3.7-1: Greenhouse Gas Emission Reduction

Daly City and/or its contractors shall implement measures associated with on-road vehicle idling times, biodiesel fueling for generators, pre-construction GHG modeling, and the purchase of carbon offsets as described in this measure.

Hazards and Hazardous Materials

Impact HAZ-2: Project construction could result in a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment. Lead is a known contaminant within 0.25 mile of the Project site. During construction, ground-disturbing activities could unearth unexploded ordnance, which would pose a safety risk to workers on-site.

Mitigation Measure 3.8-1: Health and Safety Plan.

The construction contractor(s) shall prepare and implement a site-specific Health and Safety Plan in accordance with 29 CFR 1910.120 to protect construction workers and the public during all excavation, grading, and construction activities. A description of elements for inclusion in the Health and Safety Plan are described in this measure.

Impact HAZ-3: Project construction would not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan. Construction could affect the availability of travel lanes when construction occurs within or adjacent to John Muir Drive, due to the presence of large, slow-moving trucks that may cause delays. These delays could interfere with implementation of the Emergency Response Plan, which would be a significant impact.

See **Mitigation Measure 3.15-1: Construction Traffic Management Plan**

Hydrology and Water Quality

Impact HYD-1: Project construction could violate water quality standards and/or waste discharge requirements, provide substantial additional sources of polluted runoff, or otherwise substantially degrade water quality. Construction of the Lake Merced outlet structure on the bank and within waters of Impound Lake and of the Lake Merced overflow structure in South Lake could result in discharges of pollutants to Lake Merced directly, resulting in substantial water quality effects.

Mitigation Measure 3.9-1: Implement Cofferdam Dewatering BMPs for In-Water Work

If dewatering discharge produced during construction of the Lake Merced outlet and overflow structures is not discharged to the sewer system, a requirement shall be included in construction specifications that requires the construction contractor(s) to implement standard BMPs developed and approved by Daly City for the treatment of sediment-laden water produced during cofferdam dewatering activities. BMPs are described in this measure.

Noise and Vibration

Impact NOI-1: Project construction could temporarily expose persons to or generate noise levels in excess of local noise ordinances or create a substantial temporary increase in ambient noise levels. Construction activities around the Canal and Tunnel, in combination with the impact pile driving at the John Muir Drive crossing and Fort Funston shaft, may have the potential to exceed the 70 dBA L_{eq} speech interference threshold for greater than two weeks. Additionally, Tunnel construction activities would generate substantial continuous noise at Fort Funston, where visitors may value an increased degree of quiet for passive recreational uses.

Mitigation Measure 3.11-1: Construction contractors shall implement noise control measures for equipment and trucks, impact tools, and stationary construction noise sources as described in this measure.

> **Mitigation Measure 3.11-2:** Construction contractors shall address further potential nuisance impacts of Project construction by posting signs at construction site entrances that describe requirements of Mitigation Measure 3.11-1, and include permitted construction days and hours, contact information for the job site and a contact number in the event of problems. An onsite complaint and enforcement manager shall respond to and track complaints and questions related to noise.

Impact NOI-2: Project construction could result in the exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels. The vibration levels at the Missile Assembly Building in Fort Funston would be above the FTA's building damage threshold for susceptible buildings; therefore, this source of ground-borne vibration could result in a significant impact to that building.

> **Mitigation Measure 3.11-3:** To address the vibration impact at the Missile Assembly Building located in Fort Funston, Daly City shall require construction contractors to implement vibration monitoring measures as described in this measure.

Geologic and Paleontological Resources

Impact PAL-1: The Project would directly or indirectly destroy a unique paleontological resource or site or unique geological feature. Because new disturbance would occur within geologic units with moderate to high potential for paleontological resources, potentially significant fossils could be adversely affected during construction, particularly within the Merced Formation. Furthermore, ground-disturbing activities could expose and cause impacts on unknown paleontological resources, which would be a potentially significant impact.

> **Mitigation Measure 3.12-1: Inadvertent Discovery of Paleontological Resources.**
>
> Training, monitoring, evaluation, reporting, treatment, and salvage procedures related to the inadvertent discovery of paleontological resources are discussed in this measure.

Transportation and Traffic

Impact TRA-1: Project construction would cause temporary increases in traffic volumes on area roadways, which could cause substantial conflicts with the performance of the circulation system, but would not conflict with applicable plans, ordinances, or policies pertaining to the performance of the circulation system. The increased local congestion/delay and potential conflicts involving Project trucks is considered to be a significant impact.

> **Mitigation Measure 3.15-1: Construction Traffic Management Plan**
>
> Daly City and/or its contractor(s) shall prepare and implement a Construction Traffic Management Plan in accordance with professional traffic engineering standards to show methods for maintaining traffic flows on roadways and access to recreational resources directly affected by Project construction. Such requirements are discussed in this measure.

Impact TRA-5: Project construction would result in increased wear-and-tear on the designated haul routes. The wear-and-tear effects on road conditions and driving safety is considered to be a

significant impact. Local streets (e.g., Avalon Drive and Fort Funston Road) generally are not built with a pavement thickness that will withstand substantial truck traffic volumes.

> **Mitigation Measure 3.15-2:** Daly City, San Francisco, and the National Park Service shall enter into an agreement prior to construction that shall detail pre-construction conditions and the post-construction requirements of a roadway rehabilitation program. Daly City and/or its contractors shall repair roads damaged by construction to a structural condition equal to that which existed prior to construction activity.

IV. Significant Impacts That Cannot Be Avoided or Reduced to a Less-than-Significant Level

Notwithstanding existing regulations and the mitigation measures set forth for adoption in the MMRP, the impacts discussed in this Section IV cannot be fully mitigated to a less-than-significant level. For each impact that is determined to be significant and unavoidable, a Statement of Overriding Considerations has been prepared for that impact and is set forth in Section VI, below.

Cultural and Paleontological Resources

Impact CUL-1: The Project would cause a substantial adverse change in the significance of a historical resource because it would demolish the majority of the historic The Vista Grande Canal and Tunnel is recommended eligible for listing in the National Register of Historic Places under Criterion A (events) and C (architecture/engineering). As such, the property meets the definition of a historical resource a defined under CEQA Guidelines Section 15064.5. The proposed Project would replace approximately 1,350 feet of the upstream portion of the Canal with a concrete collection box, box culvert, debris screening device, and diversion structure. Replacement of the Canal with a box culvert would support development of a constructed treatment wetland in an area between John Muir Drive and the southern edge of the Canal. The Project also would demolish and later replace 150 feet of the downstream portion of the Canal to accommodate a temporary access ramp for construction of the rehabilitated Lake Merced Portal. The total length of Canal replacement would be approximately 1,500 feet, or approximately 42 percent of its 3,600-foot length.

The proposed Project also would replace the Vista Grande Tunnel in its entirety to increase its flow capacity. The existing brick-lined tunnel would be excavated and a new tunnel with a larger-diameter concrete lining would be constructed in its place. Tunneling would begin from a temporary 30-foot-diameter construction shaft located at Fort Funston. Once completed, two new 24-inch wastewater pipelines would be installed within the tunnel to replace the existing force main. At Fort Funston, the existing Ocean Outlet would also be demolished and replaced with a new outlet structure.

Although approximately 58 percent or about 2,100 feet of the Canal would remain intact after completion of the Project, the Project would demolish the remaining 1,500 feet of the Canal and all of the 3,000-foot-long Tunnel, thereby substantially affecting of the vast majority (69 percent)

of the Vista Grande Canal and Tunnel as an entire drainage system. As the proposed Project would result in the physical demolition of a resource such that the significance of the historical resource would be materially impaired, it would cause a substantial adverse change in the significance of a historical resource, which is considered a *significant* impact.

This impact could be reduced with implementation of **Mitigation Measure 3.5-1** (HABS/HAER Recordation) and **3.5-2** (Public Interpretation). However, even with implementation of **Mitigation Measures 3.5-1** and **3.5-2,** the impact would remain *significant and unavoidable*, as there are no measures available that would avoid the loss of the structure to a *less-than-significant* level.

Mitigation Measure 3.5-1: HABS/HAER Recordation

Prior to initiation of Project construction or demolition, the City of Daly City, in consultation with the NPS, shall record the Vista Grande Canal and Tunnel in accordance with the NPS Historic American Building Survey/Historic American Engineering Record (HABS/HAER) program. This program entails: 1) documentation of the canal and tunnel through large-format black and white photographs (including the interior of the length of the tunnel), 2) preparation of a historic resources report, 3) preparation of measured drawings (or copies of original plans), and 4) archiving of the documentation package at the U.S. Library of Congress, the City of Daly City, Golden Gate park archives, and other local repositories such as public libraries. The specific HABS/HAER requirements of the Vista Canal and Tunnel will be further detailed in consultation with the NPS Pacific Western Region's HABS/HAER coordinator.

Mitigation Measure 3.5-2: Public Interpretation

Prior to the completion of the Project, the City of Daly City, in coordination with the NPS, shall prepare a public interpretation package that may entail interpretive materials, including but not limited to signage, brochures, videos, historical narrative, or other printed or web-based methods of explaining the historical and engineering significance of the Vista Grande Canal and Tunnel to the general public.

Hydrology and Water Quality

Impact HYD-9: The Project could conflict with plans, policies, or regulations related to alteration of coastal landforms or processes adopted for the purpose of avoiding or mitigating an environmental effect.

The Project's construction and operation could alter the existing natural beach dynamics and the coastal environment, thereby resulting in altered bluff erosion rates and patterns. Coastal development in California is regulated by the California Coastal Commission pursuant to the California Coastal Act. For the purposes of CEQA, the impact threshold is defined by conformance to the Coastal Act policies, and related conformance to NPS Management Policies.

The Coastal Act directs that new development that could alter natural shoreline processes shall be permitted when required to serve coastal dependent uses, protect existing structures, and only when designed to eliminate or mitigate adverse impacts on local shoreline sand supply (Public Resources Code Section 30235). The statute also states that new development shall "[a]ssure

stability and structural integrity, and neither create nor contribute significantly to erosion, geologic instability, or destruction of the site or surrounding area or in any way require the construction of protective devices that would substantially alter natural landforms along bluffs and cliffs" (Public Resources Code Section 30253(b)).

The California Coastal Act directs that new coastal development, such as the Ocean Outlet structure, be designed to ensure that impacts on local shoreline sand supply are eliminated or mitigated (Section 30235) and that the Project not create or contribute significantly to erosion, geologic instability, or destruction of the site or surrounding area or in any way require the construction of protective devices that would substantially alter natural landforms along bluffs and cliffs (Section 30253(b)). Further, the CCC's 2015 Sea Level Rise Policy Guidance outlines a process for evaluating and expands upon the factors (e.g., avoidance, alternatives, and adaptation) that the CCC will consider in determining whether a proposed shoreline development project is consistent with the Coastal Act.

The wing walls are proposed to promote the stability and structural integrity of the Ocean Outlet structure, reduce erosion directly behind the wing walls, and extend the operating life of the Ocean Outlet. However, the wing walls would potentially result in alterations to coastal processes in a manner that could result in a reduced local sediment supply, an altered seasonal beach profile due to increased scour, and/or increased episodic bluff erosion. The wing walls thus constitute a protective device that has the potential to substantially alter natural landforms along bluffs and cliffs in the Project vicinity. For these reasons, elements of the Project may conflict with Coastal Act Sections 30235 and 30253(b) and CCC's Sea Level Rise Policy Guidance, which would be a significant impact. Even with implementation of **Mitigation Measure 3.9-2 (Avoidance and Minimization of Conflicts with California Coastal Act and NPS Management Policies)**, elements of the Project necessary to ensure structural integrity may still conflict with the policies in Coastal Act Sections 30235 and 30253(b) due to potentially reduced local shoreline sand supply and altered shoreline processes. Therefore, even with implementation of Mitigation Measure 3.9-2, certain Project features associated with the Ocean Outlet structures may still result in inconsistency with the policies governing local shoreline sand supply and alteration of landforms due to the construction of shoreline protective devices, provided in California Coastal Act Sections 30235 and 30253. As a result, Impact HYD-9 could remain significant and unavoidable even after the incorporation of available and feasible mitigation.

> **Mitigation Measure 3.9-2: Avoidance and Minimization of Conflicts with California Coastal Act and NPS Management Policies**
>
> The final design of the Ocean Outlet structures must minimize conflicts with the applicable Coastal Act requirements that new development: 1) be designed to eliminate or mitigate adverse effects on local shoreline sand supply (Section 30235); and 2) assure stability and structural integrity, and neither create nor contribute significantly to erosion, geologic instability, or destruction of the site or surrounding area or in any way require the construction of protective devices that would substantially alter natural landforms along bluffs and cliffs (Section 30253). In order to minimize conflicts with these policies, Daly City shall undertake the steps described in this measure.

Land Use and Planning

Impact LU-1: The project could conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect.

The Project could be inconsistent with some of the sub-policies of the Coastal Act and with portions of the NPS Management Policies regarding coastal processes. Implementation of **Mitigation Measure 3.9 2, Avoidance and Minimization of Conflicts with California Coastal Act and NPS Management Policies**, would require the final Project engineering design to minimize conflicts with the applicable Coastal Act requirements that new development: 1) be designed to eliminate or mitigate adverse effects on local shoreline sand supply and 2) assure stability and structural integrity, and neither create nor contribute significantly to erosion, geologic instability, or destruction of the site or surrounding area or in any way require the construction of protective devices that would substantially alter natural landforms along bluffs and cliffs (California Coastal Act Sections 30235 and 30253) and with NPS Management Policies regarding minimization of safety hazards and harm to property and natural resources. However, even with implementation of **Mitigation Measure 3.9-2**, elements of the Project necessary to ensure structural integrity may still conflict with the policies in Coastal Act Sections 30235 and 30253(b) due to potentially reduced local shoreline sand supply and altered shoreline processes and/or with NPS Management Policies. Therefore, even with implementation of Mitigation Measure 3.9-2, certain Project features associated with the Ocean Outlet structures may still result in inconsistency with applicable land use plans and policies of agencies with jurisdiction over the coastal elements of the Project. As a result, Impact HYD-9, and therefore Impact LU-1 as well, could remain significant and unavoidable even after the incorporation of available and feasible mitigation. This finding is due in part to the inherent inconsistency between the policies requiring structural integrity with the policy concerning avoidance of shoreline protective devices that would substantially alter natural landforms along bluffs and cliffs.

> See **Mitigation Measure 3.9-2: Avoidance and Minimization of Conflicts with California Coastal Act and NPS Management Policies**

V. Evaluation of Project Alternatives

This Section V describes the reasons for approving the Project and for rejecting the alternatives. CEQA mandates that an EIR evaluate a reasonable range of alternatives to the Project or the Project location that generally reduce or avoid potentially significant impacts of the Project. CEQA requires that every EIR also evaluate a "No Project" alternative. Alternatives provide a basis of comparison to the Project in terms of their significant impacts and their ability to meet Project objectives. This comparative analysis is used to consider reasonable, potentially feasible options for minimizing environmental consequences of the Project.

A. Reasons for Approval of the Proposed Project

The specific objectives of the Vista Grande Drainage Basin Improvement Project are to:

- Improve stormwater drainage of the lower Vista Grande Basin to accommodate peak flows generated by the 25-year design storm;
- Provide a sustainable source of stormwater, establish a target maximum water surface elevation, and implement a Lake Management Plan for management of Lake Merced water quality, groundwater, and surface water elevation;
- Improve recreational access and reduce litter transfer and deposition along the beach below Fort Funston; and
- Maximize use of existing ROWs, easements, and infrastructure to minimize construction-related costs, habitat disturbance, and disruption to recreational users.

The Project would meet these objectives by responding to and helping Daly City meet the goal of improving stormwater drainage in the lower Vista Grande Basin by enlarging the existing Canal and Tunnel and providing a connection to store stormwater in Lake Merced in order to accommodate the 25-year design storm. It would also meet the objective of providing a sustainable source of water for management of Lake Merced water surface levels and water quality with implementation of the Lake Management Plan. The Project would meet the objective to improve recreational access and reduce litter transfer and deposition along the beach below Fort Funston by removing the portion of the existing Ocean Outlet structure that currently projects from the cliff face onto the beach and by installing debris screens that would remove litter from the stormwater that flows across the beach. Lastly, the Project would use existing easements and reuse some existing infrastructure.

As described in the Final EIR, the Project was proposed after several years of collaborative efforts to define a project that would meet one of the primary objectives of flood control in the Basin. Beginning in 2007, Daly City and its engineering and environmental consultants evaluated 17 alternative engineering concepts for managing stormwater in the Basin to alleviate flooding. The engineering alternatives included various combinations of facilities including different tunnel alignments and capacities, stormwater detention structures, and groundwater recharge facilities. These engineering alternatives were evaluated in a 2007 draft Alternatives Evaluation Report based on their potential for reducing flooding, operational viability, public impacts, environmental benefits, and constructability. The report also considered diversion of stormwater to Lake Merced as an optional element that could be used in combination with a new tunnel alignment or stormwater retention alternative to help address both flooding and water quality management objectives. Daly City held public meetings in 2008 to introduce interested parties to the conceptual engineering alternatives and hear input about the community's concerns. Following further discussions in July 2009 with the public and key stakeholders, Daly City and San Francisco agreed to explore the potential benefits of augmenting the existing infrastructure adjacent to and including Lake Merced to reduce the localized flooding potential within the watershed and simultaneously better manage Lake Merced water levels. This collaborative effort led to the inclusion of the "Lake Merced Alternative" in a revised Alternatives Analysis Report.

A public hearing was held in May 2011 to review the alternatives presented in this revision, and several stakeholders spoke in support of the Lake Merced Alternative. As a result of this evaluation process, Daly City further defined the Lake Merced Alternative, which became the proposed Project. As described below in Section V.B, the alternatives evaluated in the Final EIR were not found to be environmentally superior to the proposed Project, and each would result in additional new environmental impacts. Thus, the proposed Project is the environmentally superior alternative, and is preferred among the alternatives evaluated.

B. Alternatives Rejected and Reasons for Rejection

The District rejects the Alternatives set forth in the Final EIR and listed below because the District finds that there is substantial evidence, including evidence of economic, legal, social, technological, and other considerations described in this Section that make infeasible such Alternatives, and/or that there is substantial evidence that these Alternatives would result in the same or more severe significant environmental impacts compared to the proposed Project. In making these determinations, the District is aware that CEQA defines "feasibility" to mean "capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, legal, and technological factors" (CEQA § 21061.1). The District is also aware that under CEQA case law the concept of "feasibility" encompasses (i) the question of whether a particular alternative promotes the underlying goals and objectives of a project (*Sequoyah Hills Homeowners Assn. v. City of Oakland* (1993) 23 cal.App.4th 704, 715) and (ii) the question of whether an alternative is "desirable" from a policy standpoint (*Defend the Bay v. City of Irvine* (2004) 119 Cal.App.4th 1261, 1269-1270; *In re Bay-Delta Programmatic Environmental Impact Report Coordinated Proceedings* (2008) 43 Cal.4th 1143, 1162-1169) to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social, legal, and technological factors (*City of Del Mar v. City of San Diego* (1982) 133 Cal.App.3d 410, 417).

No Project Alternative

CEQA requires an EIR to evaluate a "no project" alternative to allow decision-makers to compare the impacts of approving a proposed project with the impacts of not approving it (CEQA Guidelines § 15126.6(e)). The "no project" analysis evaluates the existing conditions at the time the Notice of Preparation was published as well as what reasonably would be expected to occur in the foreseeable future if the proposed project were not approved, based on current plans, permits and available infrastructure and services.

Under the No Project alternative, no physical component of the proposed Project would be constructed and none of the proposed operational changes to stormwater routing would be made. The Lake Management Plan would not be implemented. The NPS would not grant the Special Use Permit, and no construction could occur within NPS-managed lands.

Annual Canal sediment removal activities would continue, as well as as-needed maintenance activities. Because Canal and Tunnel capacity would not be improved, occasional flooding of the

Canal and associated flooding of John Muir Drive into Lake Merced and in local neighborhoods would continue.

The No Project Alternative would avoid the short-term and long-term impacts associated with implementing the proposed Project, including (for example) traffic and noise impacts from construction, and permanent significant impacts on historic resources.

This alternative would not achieve the project objectives of providing flood and lake level management, nor would it achieve the beneficial effects on recreational access or litter reduction. The District rejects this alternative as infeasible within the meaning of CEQA. This alternative does not include Project components that will enable Daly City to achieve any of the Project objectives.

Tunnel Alignment Alternative

The Tunnel Alignment Alternative would replace the proposed Project's Tunnel improvement and Lake Merced (East) Portal components with an entirely new tunnel up to approximately 50 feet to the south of the existing Tunnel in an alignment to be determined following additional geotechnical investigation, and a different east portal at a location that would be determined by the final alignment. The new tunnel would run west from a new east portal at the existing Canal to a new or rehabilitated Ocean Outlet structure. The components of the Tunnel Alignment Alternative could be paired with the proposed Canal components, or could be paired with the alternative Canal components described for the Canal Configuration Alternative.

The intent of this alternative was to avoid or further reduce some of the impacts on historic resources associated with replacement of the existing Vista Grande Tunnel with a larger tunnel. However, upon evaluation by the District's engineering consultant, it was determined that the existing Vista Grande Tunnel could not, safely and within the terms of existing easements and ROWs, be abandoned in place unless filled with concrete to prevent collapse and subsequent potential for ground subsidence above the tunnel alignment. Thus, even with implementation of Mitigation Measures 3.5-1 and 3.5-2, the impact of the Tunnel Alignment Alternative combined with either the proposed Canal improvements or the Canal Configuration Alternative would remain significant and unavoidable, as there are no measures available which would fully mitigate the loss of the Tunnel and partial loss of the Canal structure to a less-than-significant level. CEQA requires the evaluation of a reasonable range of alternatives that will reduce or avoid any of the significant environmental impacts of the Project. This alternative does not satisfy this requirement.

The District rejects this alternative as infeasible within the meaning of CEQA. This alternative does not include Project components that will enable Daly City to achieve Project objectives for the following reasons:

- **Similar or More Severe Impacts on Cultural Resources.** Daly City considered whether additional feasible mitigation could be implemented to further reduce the impact associated with filling the existing Tunnel with concrete. One option considered was to retain approximately 10 feet of the eastern or western portal of the Tunnel unfilled to allow it to be

viewed by the public and/or used for future study. This measure would reduce the impact, but would not reduce it to a less-than-significant level, as the vast majority of the Tunnel would be substantially altered. Retaining a portion of the eastern portal unfilled was determined to be infeasible for the same safety reasons described above because in this location, the tunnel is closest to the ground surface, and collapse of the retained and abandoned portion could result in a collapse of the ground surface. Additionally, retaining a portion of the western portal unfilled would only be effective temporarily. As the bluff continues to recede after completion of construction, portions of the Tunnel would again become exposed on the beach, and Daly City would need to periodically demolish and remove the exposed portions of its infrastructure. Therefore, within approximately 25 years, the retained portion would be expected to be demolished. Additionally, retention of a portion of the Tunnel for the purposes of public or research-related access could create a safety hazard.

- **Increased Visual Impacts.** If a new ocean outlet location is selected, a third outlet structure (in addition to the existing Ocean Outlet structure and SFPUC's outlet structure) would be present along the beach and toe of the cliff below Fort Funston within an area of approximately 150 feet or less. This would increase the overall level of visual contrast in this location and would not provide the benefit of removing an obstruction to views.

- **Increased Potential for Archaeological Impacts.** The Ocean Outlet structure associated with the Tunnel Alignment Alternative could be slightly closer to the 1882 schooner Neptune that wrecked in 1900 than the proposed Project.

- **Increased Inconsistency with Management Policies.** The development of a new tunnel and potentially a new Ocean Outlet to the south of the existing structures may conflict with NPS Management Policies for coastal processes by introducing new developments in an area subject to wave erosion or active shoreline processes when a practicable alternative (i.e., the proposed Project) is available.

- **Increased Construction Noise.** The nearest vibration-sensitive receiver to the where pile driving activities would take place is the Mission Assembly Building located in Fort Funston. The vibration levels would be above both the FTA's construction vibration and building damage thresholds for historic land uses.

Canal Configuration Alternative

The Canal Configuration Alternative would minimize changes to the existing Canal while still allowing for some discharges to Lake Merced. This alternative would not construct the box culvert replacing the first 1,000 feet of the Canal; rather, the diversion structure described for the proposed Project would be relocated to the southern (upstream) end of the Canal. The box culvert under John Muir Drive also would be relocated and would cross under John Muir Drive close to the southern end of the Canal. The design of the diversion structure, box culvert under John Muir Drive, and Lake Merced Outlet would be approximately the same as for the proposed Project. The diversion structure would replace the first approximately 350 feet of the Canal, and the rest of the Canal would be unchanged except as needed for the Lake Merced Tunnel Portal. Under the Canal Configuration Alternative, one wetland cell of approximately 1.7 acres would be constructed, providing a reduced water treatment capacity compared to the Project. The components of the Canal Configuration Alternative could be paired with the proposed Tunnel or

could be paired with the alternative Tunnel and East Portal components described for the Tunnel Alignment Alternative.

The intent of this alternative was to reduce some of the impacts on historic resources and federally jurisdictional "other waters" associated with replacement of a portion of the existing Vista Grande Canal with a box culvert. This alternative would reduce the portion of the Vista Grande Canal and Tunnel system to be removed by approximately 1,000 feet or 15 percent of the total length of the system. It would reduce the impact on historic resources compared to the proposed Project, though not to a less-than-significant level.

Subsequent to the publication of the Draft EIR, the U.S. Army Corps of Engineers determined that the Vista Grande Canal was not considered to be federally jurisdictional "other waters," due to the age of the channel, the brick and concrete lined invert, and the relatively low physical and biological functions of the channel. Therefore, reducing impacts on this structure for the purposed of reducing impacts on "other waters" is no longer an objective of the alternatives analysis and selection process.

Although the Canal Configuration Alternative would reduce impacts on historic resources and reduce construction-related air quality and traffic impacts because less construction would occur, it would also result in additional significant and unavoidable construction-related impacts compared to the proposed Project.

The District rejects this alternative as infeasible within the meaning of CEQA. This alternative does not include Project components that will enable Daly City to achieve Project objectives for the following reasons:

- **Increased Construction Noise.** This alternative would not construct a collection box and box culvert, which would reduce the duration of construction activity. However, it would decrease the distance between the location of impact pile driving and the nearest residential receptors, resulting in noise levels up to 82 A-weighed decibels ("dBA") and exceeding the 70 dBA Leq speech interference threshold for greater than two weeks. A noise reduction of at least 12 dBA may not be achieved with mitigation, and, therefore noise impacts associated with construction-related activities could remain significant. (Potentially Significant and Unavoidable)

- **Increased Construction Vibration.** Vibration levels at the nearest residential building located approximately 200 feet south-east from the John Muir Drive crossing and diversion structure would remain significant and unavoidable after mitigation. (Significant and Unavoidable)

- **Reduced Benefit to Lake Merced.** A smaller treatment wetland would offer 0.4 acre less area for the treatment of Canal inputs to Lake Merced, as well as recirculation of lake water during low flow periods, providing a reduced benefit to Lake Merced water quality, a key objective of the Project. Additionally, the reduced wetland area would provide less habitat for wildlife than the treatment wetlands proposed under the Project.

VI. Statement of Overriding Considerations

Pursuant to CEQA Section 21081 and CEQA Guidelines Section 15093, the District hereby finds, after consideration of the Final EIR and the evidence in the record, that each of the specific overriding economic, legal, social, technological and other benefits of the Project as set forth below independently and collectively outweighs the significant and unavoidable impacts described in Section IV and is an overriding consideration warranting approval of the Project. Any one of the reasons for approval cited below is sufficient to justify approval of the Project. Thus, even if a court were to conclude that not every reason is supported by substantial evidence, the District will stand by its determination that each individual reason is sufficient. The substantial evidence supporting the various benefits can be found in the preceding findings, which are incorporated by reference into this Section VI.

On the basis of the above findings and the substantial evidence in the whole record of this proceeding, the District specifically finds that there are significant benefits of the proposed Project to support approval of the Project in spite of the unavoidable significant impacts, and therefore makes this Statement of Overriding Considerations. The District further finds that, as part of the process of obtaining Project approval, all significant effects on the environment from implementation of the Project have been eliminated or substantially lessened where feasible. All mitigation measures proposed in the EIR are adopted as part of this approval action. Furthermore, the District has determined that any remaining significant effects on the environment found to be unavoidable are acceptable due to the following specific overriding economic, technical, legal, social and other considerations.

The Project will have the following benefits:

> The Project will meet the Project objectives by addressing flooding potential through simultaneously increasing the Tunnel capacity and providing alternative stormwater detention in Lake Merced, which together are designed to provide protection equivalent to a 25-year, 4-hour event (with peak flows of 1,070 cubic feet per second). It also would provide a source of water to allow management of Lake Merced levels and water quality. Providing a source of water for Lake Merced water management would have the benefit of groundwater recharge to the underlying groundwater basin and increasing lake levels to benefit recreational users and long-term water quality conditions in the Lake, including the 303(d) listings for dissolved oxygen and pH. The project would also resolve the 2001 California Trout, Inc. (Cal Trout) petition to the State Water Resources Control Board. Further, the project would satisfy the Governor's mandate to beneficially reuse water resources, which is especially important during times of drought. Finally, the Project would improve recreational access and reduce litter transfer and deposition along the beach below Fort Funston by improving the Ocean Outfall and debris screening in the stormwater system, and would maximize the use of existing ROWs, easements, and infrastructure to minimize construction-related costs, habitat disturbance, and disruption to recreational users.

Having considered these benefits, including the benefits discussed in Section I above, the District finds that the benefits of the Project outweigh the unavoidable adverse environmental effects, and that the adverse environmental effects are therefore acceptable.

Attachment A
Mitigation Monitoring and Reporting Program

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MITIGATION MONITORING AND REPORTING PROGRAM

Vista Grande Drainage Basin Improvement Project

Introduction

The California Environmental Quality Act (CEQA) requires that when a public agency makes findings pursuant to Public Resource Code Section 21081 before approving a project that would result in one or more significant impacts on the environment, the agency must adopt a reporting or monitoring program for mitigation measures incorporated into a project or imposed as conditions of approval. The program must be designed to ensure compliance during project implementation (Public Resource Code Section 21081.6).

The Council on Environmental Quality has established regulations for implementing the National Environmental Policy Act (NEPA; 40 CFR 1500-1508). NEPA requires mitigation monitoring in 40 CFR 1505.2(c), and the National Park Service (NPS) NEPA Handbook requires that the Record of Decision "state any mitigation measures that are not inherently integral to the selected action's implementation and a summary of any monitoring or enforcement programs associated with the mitigation" (Section 4.7.B).

This Mitigation Monitoring and Reporting Plan (MMRP) for the Vista Grande Drainage Basin Improvement Project (project) will be in place through all phases of the project, including design and construction, and will help ensure that project objectives are achieved. As the CEQA Lead Agency, the City of Daly City (Daly City) is responsible for verifying that the provisions of the MMRP as a whole are carried out, pursuant to Section 15097(a) of the CEQA Guidelines. The NPS, as NEPA Lead Agency and as the administrator of Fort Funston and the use authorizations for construction and operation of a portion of the Vista Grande Tunnel and the Ocean Outlet structure, also will be responsible for administering the mitigation measure compliance and monitoring program and ensuring that all parties comply with their provisions. The NPS also served as the lead federal agency for Section 106 consultation under the National Historic Preservation Act (NHPA) for the project. Daly City may delegate reporting or monitoring responsibilities to a subsidiary public agency or to a private entity such as a project contractor who accepts the delegation; however, until mitigation measures have been completed, Daly City remains responsible for ensuring that implementation of the mitigation measures occurs in accordance with the program. Daly City will ensure that monitoring is documented through periodic reports and that deficiencies are promptly corrected, and will coordinate with NPS to ensure that reporting meets the needs of both agencies.

The following table identifies the mitigation measures by resource area. The table also provides the specific mitigation monitoring requirements, including implementation documentation, monitoring activity, timing, and responsible monitoring party. Verification of compliance with each measure is to be indicated by signature of the mitigation monitor, together with date and verification. Daly City and its contractor(s) shall be responsible for implementation of all mitigation measures, unless otherwise noted in the table.

The table that follows presents a compilation of mitigation measures adopted for the project by Daly City, NPS, or both lead agencies. Some mitigation measures apply only to project components outside of the jurisdiction of NPS that are solely the responsibility of Daly City and related to Daly City's CEQA compliance requirements. There are also measures that are not required under CEQA to reduce an impact to a less-than-significant level, but have been required and adopted by NPS as the NEPA lead agency; nonetheless, as project proponent, Daly City is responsible for carrying out these measures per NPS requirements. The purpose of the table is to provide a single comprehensive list of the measures that will be implemented to avoid or reduce impacts of the project on the environment, the timing for their implementation, and related monitoring and reporting requirements.

The following abbreviations are used in the table:

DC	Daly City
CCC	California Coastal Commission
CDFW	California Department of Fish and Wildlife
CSLC	California State Lands Commission
NPS	National Park Service
RWQCB	San Francisco Bay Regional Water Quality Control Board
SamTrans	San Mateo County Transit District
SFDPW	San Francisco Department of Public Works
SFMTA	San Francisco Municipal Transportation Agency
SFRPD	San Francisco Recreation and Parks Department
SFPD	San Francisco Planning Department
SFPUC	San Francisco Public Utilities Commission
USACE	United States Army Corps of Engineers
USFWS	United Stated Fish and Wildlife Service

Impact No.	Impact Summary	Mitigation Measure	Monitoring and Reporting Program			
			Implementation and Reporting		Monitoring and Reporting Actions	Implementation Schedule
			Responsible Party	Reviewing and Approval Party		
Aesthetics						
AES-3	Project construction could result in a new source of substantial light or glare that would adversely affect day or nighttime views in the area.	**Implement Mitigation Measure 3.4-9: Night Lighting Minimization (see details under Biological Resources, below)**				
NEPA Impact	The Project could generate visual resource impacts to Fort Funston that would contribute to visual change in landscape.	**3.2-1:** The contractor shall ensure that construction-related activity at the Fort Funston staging area is as clean and inconspicuous as practical by storing materials and equipment within the proposed construction staging areas or in areas that are generally away from public view and by removing construction debris promptly at regular intervals. An 8-foot-high green screening fence shall be installed around the perimeter of the staging area. Stockpiled materials shall not exceed 8 feet in height.	1. DC/NPS 2. DC (Construction Contractor) 3. DC/NPS	1. DC/NPS 2. DC/NPS 3. DC/NPS	1. Ensure that the construction contract for work at Fort Funston includes the requirements for minimizing visual impacts. 2. Maintain clean and inconspicuous staging areas and work areas. Install 8-foot-high green screening fence around staging areas and do not stockpile materials higher than 8 feet. 3. Monitor to ensure that contractor(s) implements measures in contract documents. Report non-compliance, and ensure corrective action.	1. Design 2. Preconstruction/ Construction 3. Construction
Air Quality						
AIR-1	The Project would not violate any air quality standard or contribute substantially to an existing or projected air quality violation.	**3.3-1: Dust Control Plan Implementation.** All elements of the Dust Control Plan required for work within San Francisco shall also be implemented for work occurring at Fort Funston. At a minimum this Plan shall include watering of exposed surfaces, covering of haul trucks, and sweeping of visible mud or dirt on adjacent public roads.	1. DC 2. DC	1. DC 2. DC/NPS	1. Ensure that the construction contract for Fort Funston includes the same Dust Control Plan that is used for San Francisco. 2. Monitor to ensure that contractor(s) implements measures in contract documents. Report non-compliance, and ensure corrective action.	1. Preconstruction 2. Construction
AIR-2	The Project could result in a cumulatively considerable net increase of ozone, PM10, or PM2.5 (for which the SFBAAB is in non-attainment), including releasing emissions which exceed quantitative thresholds for ozone precursors.	**Implement Mitigation Measure 3.3-1: Dust Control Plan Implementation (see details above)**				
Biological Resources						
BIO-1	Construction of the Project could have a substantial adverse effect either directly or through habitat Modifications, on plant species identified as sensitive or special-status in local or regional plans, policies, or regulations, or by the CDFW or USFWS.	**3.4-1: Avoidance, minimization, and compensation for impacts to special-status plants.** A qualified botanist shall conduct appropriately timed floristic preconstruction surveys for special-status plant species with a moderate or high potential to occur in the study area, and for species known to be present in the study area, in all suitable habitat that would be potentially disturbed by the Project within the year of initiation of ground disturbance (e.g., spring/summer 2017 surveys prior to fall 2017 start of construction). Surveys on NPS managed land shall be coordinated with NPS. Surveys shall be conducted following the current CDFW protocol (CDFG, 2009). If no special-status plants are found during focused surveys, the botanist shall document the findings in a letter to CDFW and the Project proponent, and no further mitigation will be required. If special-status plants are found during focused surveys, the following measures shall be implemented:	1. DC (Botanist) 2. DC (Botanist) 3. DC (Botanist) 4. DC (Botanist)	1. DC/NPS/CDFW 2. DC/CDFW/ USFWS/NPS 3. DC/NPS 4. CDFW/USFWS/ NPS	1. Obtain and review résumé or other documentation of consulting botanist's qualifications. Conduct preconstruction surveys for special status plants in accordance with NPS and/or CDFW protocols and reporting requirements. If special status plants are found, implement appropriate measures. 2. Develop relocation plan and/or compensation plan if relocation is not feasible.	1. Preconstruction 2. Preconstruction 3. Preconstruction 4. Post-construction

Impact No.	Impact Summary	Mitigation Measure	Monitoring and Reporting Program			
			Implementation and Reporting		Monitoring and Reporting Actions	Implementation Schedule
			Responsible Party	Reviewing and Approval Party		
Biological Resources (cont.)						
BIO-1 (cont.)		a) Information regarding the special-status plant populations shall be reported to the CNDDB, mapped, and documented in a technical memorandum provided to Daly City. b) No federal- or state-listed plants have been observed or are expected to occur within the Project areas of disturbance; however, if federal- or state-listed species are identified during floristic preconstruction surveys Daly City shall mark these plants for avoidance and comply with the federal and state Endangered Species Acts through consultation with USFWS and CDFW, respectively, as described in items c and d, below. c) If other special-status plant population(s) (i.e., California Rare Plant Ranked or locally significant plants) are identified during floristic preconstruction surveys and can be avoided during Project implementation, it shall be clearly marked in the field by a qualified botanist and avoided during construction activities. Before ground clearing or ground disturbance, all on-site construction personnel shall be instructed as to the species' presence and the importance of avoiding impacts to this species and its habitat. d) If special-status plant populations cannot be avoided, Daly City shall consult with CDFW and/or USFWS as appropriate (and NPS on populations within NPS-managed lands) to coordinate relocation of special-status plants or compensation if relocation is not determined to be a feasible or successful option by a qualified biologist: i. To the extent feasible, special-status plants that would be impacted by the Project shall be relocated within local suitable habitat. This can be done either through salvage and transplanting or by collection and propagation of seeds or other vegetative material. Any plant relocation shall be done under the supervision of a qualified biologist. ii. Compensation for temporary or permanent loss of special-status plant occurrences, in the form of land purchase or restoration, shall be provided to the level acceptable to the resource agencies. Compensatory measures shall be determined on a case-by-case basis in consultation with the resource agencies. Compensation for loss of special-status plant populations typically involves the purchase and permanent stewardship of known occupied habitat or the restoration and reintroduction of populations in degraded, unoccupied habitat. Restoration or reintroduction may be located on- or offsite. In either case the City of Daly City shall prepare a Mitigation and Monitoring Plan for relocated special-status plants or to compensate for the loss of special-status plant species. The plan shall detail relocation methods or appropriate replacement ratios and methods for implementation, success criteria, monitoring and reporting protocols, and contingency measures that shall be implemented if the initial mitigation fails. The plan shall be developed in consultation with the appropriate agencies prior to the start of local construction activities. For special-status plants displaced on NPS-managed lands, the Mitigation and Monitoring Plan shall be coordinated with and approved by NPS. At a minimum, success criteria shall require any mitigation to provide equal or better habitat and populations than the impacted area. e) If more than 2 years elapses between the focused, floristic preconstruction surveys of the Project site and commencement of ground disturbance activities, a final set of appropriately timed focused, floristic preconstruction botanical surveys shall be conducted and populations mapped. The results of these final surveys shall be combined with previous survey results to produce habitat maps showing habitat where the special-status plants have been observed during either of the focused floristic surveys conducted for the Project. Copies of all surveys shall be submitted to NPS for NPS-managed lands and communications with the appropriate agencies shall be coordinated with NPS for NPS-managed lands.			3. Ensure that floristic preconstruction surveys are conducted again if more than 2 years elapses between initial preconstruction survey and commencement of ground disturbance. 4. Maintain and monitor relocation and/or restored areas for 5 years following construction and restoration activities. Submit monitoring reports to appropriate resource agencies according to protocol.	

Impact No.	Impact Summary	Mitigation Measure	Monitoring and Reporting Program			
			Implementation and Reporting		Monitoring and Reporting Actions	Implementation Schedule
			Responsible Party	Reviewing and Approval Party		
Biological Resources (cont.)						
BIO-1 (cont.)		f) If special-status plants are relocated from the Project or compensatory restoration or reintroduction of plants or seed is implemented, Daly City shall maintain and monitor the relocation sites and/or restored areas for 5 years following the completion of construction and restoration activities. Daly City shall submit monitoring reports to the resource agencies at the completion of restoration and for 5 years following restoration implementation. Monitoring reports shall include photo-documentation, planting specifications, a site layout map, descriptions of materials used, and justification for any deviations from the mitigation plan. Success criteria for restored areas after 5 years will be determined by the appropriate agencies that will approve the plans. For mitigation on NPS-managed lands, restoration plans shall be coordinated with and approved by NPS and all plants shall be propagated from material collected and grown according to NPS protocols.				
BIO-2	Construction of the Project could have a substantial adverse effect either directly or through habitat modifications, on reptile species identified as special-status in local or regional plans, policies, or Regulations, or by the CDFW or USFWS.	**3.4-2a: Worker Environmental Awareness Program Training.** A project-specific Worker Environmental Awareness Program (WEAP) training shall be developed and implemented by a qualified biologist and attended by all Project personnel prior to beginning work onsite. The WEAP training shall generally include but not be limited to education about the following: a) Applicable State and federal laws, environmental regulations, Project permit conditions, and penalties for non-compliance; b) Special-status plant and animal species with potential to occur at or in the vicinity of the Project site, avoidance measures, and a protocol for encountering such species including a communication chain; c) Preconstruction surveys and biological monitoring requirements associated with each phase of work and at each Project site as biological resources and protection measures will vary depending on the land managers (see f, below); d) Known sensitive resource areas in the Project vicinity that are to be avoided and/or protected as well as approved Project work areas, access roads, and staging areas; e) Best management practices (BMPs) and their location at various Project sites for erosion control, species exclusion, in addition to general housekeeping requirements; and f) Specific requirements sanctioned by NPS that the Project must comply with while working on NPS-managed lands, including but not limited to: i. Preconstruction surveys for and relocation of terrestrial wildlife prior to grading or vegetation removal at Fort Funston; ii. Biological monitoring during Project initiation at each NPS-managed Project location (e.g., Ocean Outlet work area) to identify nearby sensitive biological resources and implement avoidance or protection measures approved by NPS staff; iii. Seasonal work restrictions during wildlife breeding, nesting, or migration periods; and iv. Work area exclusion methods, communication and relocation protocols if wildlife enters a work area(s) while a biological monitor is not onsite.	1. DC 2. DC (Biologist) 3. DC (Biologist) 4. DC	1. DC 2. DC/NPS 3. DC 4. DC	1. Ensure that contract documents include provisions that all project personnel to attend WEAP training prior to the start of onsite work. 2. Ensure that training program complies with NPS requirements, where applicable. 3. Obtain and review résumé or other documentation of consulting biologist's qualifications. Develop worker training program and ensure that all construction personnel participate in the environmental training prior to beginning work at the job site(s). Conduct additional trainings as new workers start project work. Require workers to sign the training program sign-in sheet. Maintain file of training sign-in sheets. 4. Compare list of WEAP attendees with list of contracted workers. Ensure that all workers have attended the WEAP training prior to starting work.	1. Preconstruction 2. Preconstruction 3. Preconstruction/ Construction 4. Preconstruction/ Construction

Impact No.	Impact Summary	Mitigation Measure	Monitoring and Reporting Program			
			Implementation and Reporting		Monitoring and Reporting Actions	Implementation Schedule
			Responsible Party	Reviewing and Approval Party		
Biological Resources (cont.)						
BIO-2 (cont.)		**3.4-2b: Avoidance and Minimization Measures for Western Pond Turtle.** During construction at the Lake Merced overflow structure in South Lake, construction at the outlet structure on the bank and within waters of Impound Lake, and during installation of the in-lake treatment infrastructure a qualified biological monitor shall be present during vegetation removal and the installation of exclusion fencing and cofferdam at Impound Lake. Also, the following measures shall be implemented: a) Within one week before construction commences at these locations, a qualified biologist shall supervise the installation of exclusion fencing along the terrestrial boundaries of the work area, as the biologist deems necessary. This is to prevent western pond turtles and incidental common wildlife from entering the work area from the adjacent riparian and upland grassland habitats. The construction contractor shall install CDFW-approved species exclusion fencing, with a minimum height of 3 feet above ground surface and with an additional 4 to 6 inches of fence material buried such that species cannot crawl under the fence. Any vegetation removal in advance of exclusion fence installation shall be performed under the supervision of a qualified biologist. b) A qualified biologist shall supervise the installation of a cofferdam around the inwater work area which shall be in place throughout the duration of construction on the Lake Merced overflow structure in South Lake and the Lake Merced outlet into Impound Lake (should lake water levels at the time of construction require in-water work to execute construction of either the overflow or the outlet structure). The following measures will be taken to prevent entrapment of western pond turtle and common, resident fish21 within the cofferdam: i. The qualified biologist shall visually survey the area for wildlife where the cofferdam is to be installed and monitor affected waters during installation. ii. As the final cofferdam piece is installed, resulting in isolation of the work zone and potential trapping of turtles and fish, the qualified biologist shall oversee initial dewatering of the area and conduct rescue-relocation effort of potentially isolated turtles and fish. Once a zero catch is recorded for three successive passes of nets, the work area can be declared free of wildlife. iii. The biologist shall monitor final dewatering of the work area and rescue-relocate any final fish that are revealed by drawing water levels all the way down. iv. The isolated work area can now be considered a construction zone and can be managed as such. Memo of rescue-relocation results involving western pond turtles shall be submitted to CDFW, as required by CDFW, and kept on file at construction site (in case of inspections). c) The biological monitor shall monitor the exclusion fencing and inspect the cofferdam weekly to confirm proper maintenance and inspect for turtles. If turtles are found, the contractor shall halt construction in the immediate area and contact the CDFW for instructions on how to proceed. Construction may resume after approval from the CDFW. d) During construction and/or maintenance activities at work sites around Lake Merced, excavations deeper than 6 inches shall have an escape ramp of earth or a wooden plank installed at a 3:1 rise, be completely covered with plywood/metal plates at the end of each day to prevent entrapment, or be surrounded by species exclusion fencing to prevent species entry; openings, such as the ends of pipes, where western pond turtles might seek refuge shall be covered when not in use; and all trash that may attract predators or hide western pond turtles shall be properly contained each day, removed from the worksite, and disposed of regularly. Following site remediation, the construction contractor shall remove all trash and construction debris from the work areas.	1. DC 2. DC (Biologist) 3. DC (Biologist) 4. DC	1. DC 2. DC/CDFW/ USFWS 3. DC 4. DC	1. Ensure that contract documents include applicable avoidance and minimization measures for western pond turtles and incidental, common wildlife, including requirement for exclusion fencings. 2. Obtain and review résumé or other documentation of consulting biologist's qualifications. Conduct preconstruction surveys, species relocation (if appropriate and approved by CDFW and/or USFWS), and monitoring, including weekly fence inspection. Document activities in monitoring logs. 3. Develop worker training program and ensure that all construction personnel participate in the environmental training prior to beginning work at the job site(s). Require workers to sign the training program sign-in sheet. Maintain file of training sign-in sheets. 4. Monitor to ensure that contractor(s) implements measures in contract documents. Report noncompliance, and ensure corrective action.	1. Design 2. Preconstruction/ Construction 3. Preconstruction/ Construction 4. Construction

Impact No.	Impact Summary	Mitigation Measure	Monitoring and Reporting Program			
			Implementation and Reporting		Monitoring and Reporting Actions	Implementation Schedule
			Responsible Party	Reviewing and Approval Party		
Biological Resources (cont.)						
BIO-3	Construction of the Project could have a substantial adverse effect either directly or through habitat modifications, on migratory birds and/or on bird species identified as special-status in local or regional plans, policies, or regulations, or by the CDFW or USFWS.	**3.4-3: Nesting Bird Protection Measures** Nesting birds and their nests shall be protected during construction through the implementation of the following measures: a) To the extent feasible, conduct initial ground disturbance and site grading, vegetation removal, tree removal, pile driving, and other construction activities that may compromise breeding birds or the success of their nests outside of nesting season (i.e., from January 1 – August 15). Timing of pile driving on NPS-managed lands shall be coordinated with NPS biologists. b) If construction activities cannot be fully avoided during bird nesting season (i.e., from January 1 to August 15), a qualified wildlife biologist shall conduct preconstruction nesting surveys within 7 days prior to the start of construction or prior to reinitiating construction after any construction breaks of 14 days or more. Lead agencies and/or responsible agencies may, at their discretion, require shorter preconstruction survey periods as a condition of Project approval (e.g., NPS previously has required that surveys occur within less than 7 days prior to the start or re-initiation of construction in other GGNRA locations). Surveys shall be performed for the Project sites and for suitable habitat within 250 feet of the Project sites in order to locate any active passerine (perching bird) nests and within 500 feet of the Project sites to locate any active raptor (birds of prey) nests or double-crested cormorant or heron rookeries. c) If active nests are located during the preconstruction bird nesting surveys, a qualified biologist shall evaluate if the schedule of construction activities could affect the active nests and if so, the following measures shall apply: i. If construction is not likely to affect the active nest, it may proceed without restriction; however, a biologist shall regularly monitor the nest to confirm there is no adverse effect and may revise their determination at any time during the nesting season. ii. If construction may affect the active nest, the qualified biologist shall establish a no-disturbance buffer around the nest(s) and all Project work shall halt within the buffer until it is determined no longer in use by a qualified biologist. Typically, these buffer distances are 250 feet for passerines and 500 feet for raptors; however, they may be adjusted if 1) determined to not sufficiently avoid or minimize adverse project effects in which case the buffer would be expanded, or 2) an obstruction, such as a building, is within line-of-sight between the nest and construction in which case the buffer could be reduced, if approved by CDFW. Modifying nest buffer distances, allowing certain construction activities within the buffer, modifying construction, and removing or relocating active nests shall be coordinated with the CDFW as appropriate given the nests that are found on the site. Protective measures surrounding nests found on NPS-managed lands shall be coordinated with NPS. iii. Any work that must occur within established no-disturbance buffers (e.g., vegetation removal, grading, work with hand tools, etc.) around active nests shall be monitored by a qualified biologist. If adverse effects in response to Project work within the buffer are observed and could compromise the nest, work shall halt until the nest fledges. d) Any birds that begin nesting within the Project area and survey buffers amid construction activities are assumed to be habituated to construction-related or similar noise and disturbance levels so exclusion zones around nests may be reduced or eliminated in these cases as determined by the qualified biologist in coordination with respective land managers. Work may proceed around these active nests as long as they and their occupants are not directly impacted. Protective buffers may be established around such nests at any time if Project-related adverse effects to bird, nests, or nestlings are observed.	1. DC 2. DC (Biologist) 3. DC (Biologist) 4. DC	1. DC/NPS 2. DC/NPS 3. DC/CDFW/NPS 4. DC/NPS	1. Ensure that construction contract includes provisions to avoid construction disturbance during the nesting season. 2. Obtain and review résumé or other documentation of consulting biologist's qualifications. Conduct preconstruction nesting surveys within 7 days or less prior to start of construction or reinitiation of construction activities. 3. Create construction mitigation and monitoring plan if active nests are located within disturbance range of project area. 4. Monitor to ensure contractor(s) implements measures in contact documents. Report non-compliance and ensure corrective action.	1. Design 2. Preconstruction 3. Preconstruction/ Construction 4. Construction
		Implement Mitigation Measure 3.11-1 (see details under Noise and Vibration, below)				

Impact No.	Impact Summary	Mitigation Measure	Monitoring and Reporting Program			
			Implementation and Reporting		Monitoring and Reporting Actions	Implementation Schedule
			Responsible Party	Reviewing and Approval Party		
Biological Resources (cont.)						
BIO-4	Project construction could have a substantial adverse effect either directly or through habitat modifications, on bats identified as special-status in local or regional plans, policies, or regulations, or by the CDFW or USFWS.	**3.4-4: Avoidance and Minimization Measures for Special-Status Bats.** A preconstruction survey for special-status bats shall be conducted by a qualified biologist in advance of tree and structure removal within the project site to characterize potential bat habitat and identify active roost sites. Should the preconstruction survey find no bat habitat or bat roosting sites then no further action is required. Should potential roosting habitat or active bat roosts be found in trees and/or structures to be removed under the project, Daly City shall implement avoidance and minimization measures. These measures include, but are not limited to, the following, subject to modification by the terms of applicable permits issued by the CDFW: a) Removal of trees and structures shall occur when bats are active, approximately between the periods of March 1 to April 15 and August 15 to October 15; outside of bat maternity roosting season (approximately April 15 – August 31) and outside of months of winter torpor (approximately October 15 – February 28), to the extent feasible. b) If removal of trees and structures during the periods when bats are active is not feasible and active bat roosts being used for maternity or hibernation purposes are found on or in the immediate vicinity of the project site where tree and structure removal is planned, a no disturbance buffer of 100 feet shall be established around these roost sites until they are determined to be no longer active by the qualified biologist. A 100-foot no disturbance buffer is a typical protective buffer distance however may be modified by the qualified biologist depending on existing screening around the roost site (such as dense vegetation or a building) as well as the type of construction activity which would occur around the roost site. c) The qualified biologist shall be present during tree and structure removal if potential bat roosting habitat or active bat roosts are present. Trees and structures with active roosts shall be removed only when no rain is occurring or is forecast to occur for 3 days and when daytime temperatures are at least 50°F. d) Removal of trees with potential bat roosting habitat or active bat roost sites shall follow a two-step removal process: i. On the first day of tree removal and under supervision of the qualified biologist, branches and limbs not containing cavities or fissures in which bats could roost, shall be cut only using chainsaws. ii. On the following day and under the supervision of the qualified biologist, the remainder of the tree may be removed, either using chainsaws or other equipment (e.g., excavator or backhoe). e) Removal of structures containing or suspected to contain potential bat roosting habitat or active bat roosts shall be dismantled under the supervision of the qualified biologist in the evening and after bats have emerged from the roost to forage. Structures shall be partially dismantled to significantly change the roost conditions, causing bats to abandon and not return to the roost.	1. DC 2. DC (Biologist) 3. DC (Biologist)	1. DC/CDFW 2. DC 3. DC/NPS	1. Ensure that contract documents include applicable avoidance and minimization measures for special status bats. 2. Obtain and review resume or other documentation of consulting biologist's qualifications. Conduct pre-construction survey. If roosts are found, implement appropriate measures. Document activities in monitoring logs. 3. Monitor to ensure that contractor(s) implements measures in contract documents. Report noncompliance, and ensure corrective action.	1. Design 2. Preconstruction 3. Construction
BIO-5	Project construction could have a substantial adverse effect on central dune scrub, a sensitive natural community identified by the CDFW.	**3.4-5: Avoidance, minimization, and compensation for impacts to central dune scrub.** a) Concurrent with focused botanical surveys, prior to establishing staging areas or beginning construction activities, areas of central dune scrub vegetation within the Project footprint and within a 50-foot buffer adjacent to the Project footprint shall be mapped by a qualified botanist using a Global Positioning System (GPS) unit with 3-meter accuracy. b) To the extent feasible, Project elements shall be designed to avoid and minimize impacts to central dune scrub. This includes minimizing the Project footprint within central dune scrub or siting Project elements outside of this sensitive community. Where central dune scrub can be avoided, protective fencing shall be installed along the edge of construction areas including temporary and permanent	1. DC 2. DC (Botanist) 3. DC (Ecologist) 4. DC (Botanist) 5. DC (Ecologist)	1. DC 2. DC 3. DC/NPS/ CDFW/CCC 4. DC 5. DC/NPS	1. Ensure that contract documents include applicable avoidance and minimization measures for central dune scrub. 2. Obtain and review resume or other documentation of consulting botanist qualifications. Conduct pre-construction survey and map areas that contain central dune scrub within project area and within a 50-foot buffer adjacent to project footprint.	1. Design 2. Preconstruction 3. Preconstruction 4. Construction 5. Post-construction

Impact No.	Impact Summary	Mitigation Measure	Monitoring and Reporting Program			
			Implementation and Reporting		Monitoring and Reporting Actions	Implementation Schedule
			Responsible Party	Reviewing and Approval Party		
Biological Resources (cont.)						
BIO-5 (cont.)		access roads where construction will occur within 50 feet of the edge of central dune scrub (as determined by a qualified botanist). The location of fencing shall be marked in the field with stakes and flagging and shown on the construction drawings. The construction specifications shall contain clear language that prohibits construction-related activities, vehicle operation, material and equipment storage, trenching, grading, or other surface-disturbing activities outside of the designated construction area. Signs shall be erected along the protective fencing at a maximum spacing of one sign per 25 feet of fencing. The signs shall state: "This area is environmentally sensitive; no construction or other operations may occur beyond this fencing. Violators may be subject to prosecution, fines, and imprisonment." The signs shall be clearly readable at a distance of 20 feet, and shall be maintained for the duration of construction activities in the area. c) In areas where impacts to central dune scrub cannot be avoided, the Project proponent shall prepare and implement an onsite Revegetation and Restoration Plan for Central Dune Scrub, to be submitted to CDFW and CCC for review and approval. For impacts to central dune scrub on NPS-managed lands, the plan shall also be coordinated with and approved by NPS. Restoration and revegetation shall take place onsite following Project completion and will directly restore those areas temporarily impacted. If grading has occurred in these locations to facilitate Project construction, re-contouring of the disturbed areas to pre-project conditions or similar shall be performed prior to restoration. If permanent impacts to central dune scrub occur within the Project footprint, central dune scrub adjacent to the restored areas could be enhanced through (1) removal of invasive plants, (2) planting of local central dune scrub species, and (3) continued monitoring and maintenance to compensate for permanent losses. The revegetation and restoration plan shall be prepared by a qualified restoration ecologist and shall include specifications for seed and propagule26 collection prior to the commencement of construction and at the appropriate phonological stage to capture reproductive structures of target central dune scrub plants. The restoration ecologist shall coordinate with a local native plant restoration nursery and NPS for restoration of central dune scrub on NPS-managed lands to either store the propagules until planting or grow the plants so that they are ready to plant once construction is complete. Restoration areas shall be monitored to assess reestablishment for 5 years or until the sites meet the success criteria determined in the plan. At a minimum, total native vegetation cover, composition, and species richness in the restored areas should be monitored and maintained until comparable with suitable reference sites.			3. Obtain and review resume or other documentation of consulting restoration ecologist qualifications. Prepare and implement onsite Revegetation and Restoration Plan in areas where impacts to Central Dune Scrub cannot be avoided. 4. Monitor to ensure that contractor(s) implements measures in contract documents. Report noncompliance, and ensure corrective action. 5. Monitor restoration areas for 5 years or until the sites meet criteria in restoration plan.	
BIO-6	Project construction would not have a substantial adverse effect on upland vegetation communities identified in local or regional plans, policies, regulations, or by the CDFW or USFWS.	**3.4-6: Implement Tree Protection Measures and Plant Replacement Trees.** 1. A certified arborist shall perform a tree survey of the Project prior to construction to identify trees to be removed, trimmed, or retained and that shall need to be protected during construction. 2. Trees to be trimmed or retained under the Project shall be protected during construction by measures determined by the certified arborist that may include but are not limited to the following: a. Establishing a Tree Protection Zone (TPZ) around any tree or group of trees to be retained. The formula typically used is defined as 1.5 times the radius of the dripline or 5 feet from the edge of any grading, whichever is greater. The TPZ may be adjusted on a case-by-case basis after consultation with a certified arborist. b. Marking the TPZ of any trees to be retained with permanent fencing (e.g., post and wire or equivalent), which shall remain in place for the duration of construction activities in the area. "Keep Out" signs shall be posted on all sides of fencing.	1. DC 2. DC (Arborist) 3. DC 4. DC	1. DC/SFDPW 2. DC 3. SFDPW 4. DC	1. Ensure that contract documents include tree protection and replacement measures. 2. Obtain and review resume or other documentation of certified arborist's qualifications. Conduct preconstruction tree survey to identify trees to be removed, trimmed, retained, and/or protected during construction. 3. Ensure that the contractor implements tree removal and replacement measures in accordance with SFDPW requirements. 4. Monitor to ensure that contractor implements measures in contract documents. Report noncompliance, and ensure corrective action.	1. Design 2. Preconstruction 3. Preconstruction/ Construction 4. Construction

Impact No.	Impact Summary	Mitigation Measure	Monitoring and Reporting Program			
			Implementation and Reporting		Monitoring and Reporting Actions	Implementation Schedule
			Responsible Party	Reviewing and Approval Party		
Biological Resources (cont.)						
BIO-6 (cont.)		c. Prohibiting construction-related activities, including grading, trenching, construction, demolition, or other work within the TPZ; or, if work within the TPZ is necessary, performing the work in a manner that will adequately protect the tree. No heavy equipment or machinery shall be operated within the TPZ. No construction materials, equipment, machinery, or other supplies shall be stored within a TPZ. No wires or signs shall be attached to any tree. Any modifications shall be approved and monitored by a certified arborist. d. Pruning selected trees to provide necessary clearance during construction and to remove any defective limbs or other parts that may pose a failure risk. All pruning shall be completed by a certified arborist or tree worker and adhere to the Tree Pruning Guidelines of the International Society of Arboriculture. 3. Trees to be removed under the Project shall follow the SFDPW tree removal permit process and be replaced on the property from which trees are removed at a 1:1 ratio. Non-native trees removed shall be replaced with native tree species determined suitable for the site by a qualified biologist, horticulturist, landscape architect, or biologist in coordination with the SFDPW. a. Trees shall be replaced within the first year after completion of construction, or as soon as possible in areas where construction has been completed, during a favorable time period for replanting, as determined by a qualified arborist, horticulturist, or landscape architect. b. Selection of replacement sites and installation of replacement plantings shall be supervised by a qualified arborist, horticulturist, landscape architect, or landscape contractor. Irrigation of trees during the initial establishment period (generally for two to four growing seasons) shall be provided as deemed necessary by a qualified arborist, horticulturist, landscape architect, or landscape contractor. c. Trees shall be planted at or in close proximity to removal sites, in locations suitable for the replacement species. The specialist shall work with the SFDPW to determine appropriate nearby off-site locations that are within the same jurisdiction from which the trees are removed if replanting within the well facility sites is precluded. d. A qualified arborist, horticulturist, landscape architect, or landscape contractor shall monitor newly planted trees at least twice a year for five years. Each year, any trees that do not survive shall be replaced and monitored at least twice a year for five years thereafter.				
BIO-7	Construction of the Project would have a substantial adverse effect on sensitive communities identified in local or regional plans, policies, regulations, or by CDFW or USFWS through the introduction or spread of invasive plants.	**3.4-7a: Control Measures for Spread of Invasive Plants.** Construction best management practices shall be implemented in all construction areas to prevent the spread of invasive plants, seed, propagules, and pathogens through the following actions: 1) Avoid driving in or operating equipment in weed-infested areas outside of fenced work areas and restrict travel to established roads and trails whenever possible. 2) Avoid leaving piles of exposed soil or construction materials in areas with the potential for invasive plants (e.g., Fort Funston staging area). Non-active stockpiles shall be covered with plastic or a comparable material. 3) Clean tools, equipment, and vehicles before transporting materials and before entering and leaving worksites (e.g., wheel washing stations at Project site access points). Inspect vehicles and equipment for weed seeds and/or propagules stuck in tire treads or mud on the vehicle to minimize the risk of carrying them to unaffected areas. Designate areas within active construction sites for cleaning and inspections.	1. DC/NPS 2. DC/NPS	1. DC/NPS 2. DC/NPS	1. Ensure that construction contract includes best management practices and control measures for the spread of invasive plants, at all project locations, with additional actions to be implemented at Fort Funston. 2. Monitor to ensure that contractor implements measures in contract documents. Report noncompliance, and ensure corrective action.	1. Design 2. Construction

Impact No.	Impact Summary	Mitigation Measure	Monitoring and Reporting Program			
			Implementation and Reporting		Monitoring and Reporting Actions	Implementation Schedule
			Responsible Party	Reviewing and Approval Party		
Biological Resources (cont.)						
BIO-7 (cont.)		The following additional actions shall be implemented at Fort Funston: 4) An NPS representative shall inspect vehicles and equipment prior to project initiation at any Fort Funston work area work for weed seeds and plant fragments that could colonize within the site. At Project initiation, all construction vehicles must be cleaned to remove soil and plant fragments at the Fort Funston main parking area (or other agreed to location) and vehicles or equipment that are not clean shall be rejected until clear of weed seed and plant fragments. Wheel washing stations or other methods to remove and contain seeds or other plant fragments from vehicles, equipment, boots, and tools shall be performed in designated areas. 5) All equipment and tools involved in soil disturbance at Fort Funston shall be disinfected using a 10% bleach or 70% isopropyl alcohol solution prior to initial use within Fort Funston or prior to returning to Fort Funston if used on another project site. 6) Only certified, weed-free, plastic-free imported erosion control materials (or rice straw in upland areas) shall be used at Fort Funston.				
		3.4-7b: Post-Construction Treatment of Upland Areas. Upon completion of final grading, and in order to prevent the establishment and spread of invasive plant species in upland areas temporarily disturbed by construction activities, hydroseed or broadcast seed of a native plant seed mix shall be applied to upland areas disturbed during construction. This does not include areas of central dune scrub which will be restored according to Mitigation Measure 3.4-5, Avoidance, minimization, and compensation for impacts to central dune scrub. Native plant seed mix composition shall vary between sites and depend on the surrounding vegetation community of each area. Post-construction treatment of upland areas on NPS-managed lands (i.e., disturbed dune scrub) shall be coordinated with and approved by NPS and all seeds and propagules shall be collected and grown according to NPS protocols. Fertilizers shall not be used at Fort Funston post construction as they may favor invasive plant species over native perennial species. Following post construction treatment of these upland areas disturbed during construction (i.e., hydroseeding, broadcast seeding, or planting), monitoring of these areas shall occur quarterly for a minimum of 2 years. If more than 50 percent of the relative plant cover of these areas is composed of invasive plant species, management actions shall be carried out to reduce the invasive plant cover and promote the native species**.**	1. DC/NPS 2. DC	1. DC/NPS 2. DC/NPS	1. Ensure that construction contract includes post-construction treatment of upland areas to prevent spread of invasive plant species. 2. Conduct monitoring program quarterly for a minimum of 2 years following post construction treatment of upland areas.	1. Design 2. Post-construction
BIO-8	Project construction could have a substantial adverse effect on wetlands and other jurisdictional waters.	**3.4-8a: Wetland Avoidance and Protection.** Access roads, work areas, and infrastructure shall be sited to avoid and minimize direct and indirect impacts to wetlands and waters to the extent feasible. Where work will occur on the Project adjacent to state and federal jurisdictional wetlands and waters, protection measures shall be applied to protect these features. These measures shall include the following: 1) A protective barrier (such as silt fencing) shall be erected around adjacent wetland or water features to isolate them from Project activities and reduce the potential for incidental fill, erosion, or other disturbance; 2) Signage shall be installed on the fencing to identify sensitive habitat areas and restrict construction activities beyond fenced limits; 3) No equipment mobilization, grading, clearing, storage of equipment or machinery, or similar activity shall occur at the Project site until a representative of Daly City has inspected and approved the wetland protection fencing; 4) Daly City shall ensure that the temporary fencing is continuously maintained until all remediation is completed;	1. DC 2. DC	1. DC 2. DC	1. Ensure that construction contract includes avoidance and protection measures for wetlands and waters where work occurs adjacent to such locations. 2. Monitor to ensure that contractor(s) implements measures in contract documents. Report noncompliance, and ensure corrective action.	1. Design 2. Construction

Impact No.	Impact Summary	Mitigation Measure	Monitoring and Reporting Program			
			Implementation and Reporting		Monitoring and Reporting Actions	Implementation Schedule
			Responsible Party	Reviewing and Approval Party		
Biological Resources (cont.)						
BIO-8 (cont.)		5) Equipment maintenance and refueling in support of Project implementation shall be performed in designated upland staging areas and work areas, and spill kits shall be available onsite. Maintenance activity and fueling must occur at least 50 feet from jurisdictional wetlands and other waters or farther as specified in the Project permits and authorizations; and 6) Installation of the cofferdam around the existing outfall structure on the beach below Fort Funston and all subsequent work outside of the cofferdam once installed shall be conducted during periods of low tide, out of the Pacific Ocean, and when beach conditions provide accessible areas for equipment mobilization and storage beyond the reach of tides. Drip pans and/or liners shall be stationed beneath all equipment staged on the beach to minimize spill of deleterious materials into jurisdictional waters and spill kits shall be available within the cofferdam for easy accessibility during beach work. A fencing material meeting the requirements of both water quality protection and wildlife exclusion may be used.				
		3.4-8b: Compensation for Impacts to Wetlands and Riparian Habitat. To offset temporary impacts, restoration to pre-project conditions (typically including contours, topsoil, and vegetation) shall be conducted, as required by regulatory permits (e.g., those issued by the Corps, RWQCB, CDFW, and/or CCC). To offset unavoidable permanent impacts to jurisdictional wetlands, waters, and to riparian habitat, compensatory mitigation shall be provided as required by regulatory permits. Compensation may include on-site or off-site creation, restoration, or enhancement of jurisdictional resources, or payment into an approved mitigation bank for in-kind habitat credits, as determined by the permitting agencies. Mitigation bank credits, if available, shall be obtained prior to the start of construction. On-site or off-site creation/restoration/enhancement plans must be prepared by a qualified biologist prior to construction and approved by the permitting agencies. Implementation of creation/restoration/enhancement activities by the permittee shall occur prior to Project impacts, whenever possible, to avoid temporal loss. On- or off-site creation/restoration/enhancement sites shall be monitored by Daly City for at least five (5) years to ensure their success.	1. DC (Biologist) 2. DC (Biologist; Construction) 3. DC	1. DC 2. DC/USACE/ RWQCB/ CDFW/CCC 3. DC	1. Obtain and review résumé or other documentation of consulting biologist's qualifications. Prepare on-site and off-site creation/restoration/enhancement plans. 2. Restore wetlands, waters, and riparian habitat to pre-construction conditions. Ensure that compensatory mitigation measures for unavoidable permanent impacts comply with applicable regulatory permits. 3. Monitor on- or off-site restoration sites for at least 5 years.	1. Design/ Preconstruction 2. Post-construction 3. Post-construction
BIO-9	Construction of the Project could impede movement of native resident fish species.	**Implement Mitigation Measure 3.4-2b: Avoidance and Minimization Measures for Western Pond Turtle (see details above)**				
BIO-10	Construction of the Project could interfere substantially with the movement of native resident or migratory species or with established native resident or migratory corridors, or impede the use of nursery sites.	**3.4-9: Night Lighting Minimization** At construction areas set up for nighttime activity and requiring nighttime lighting, the construction contractor shall implement the following measures as long as the safety of workers is not compromised: a) To the extent feasible, night construction near suitable habitat for nesting and migratory birds and roosting bats (e.g., scrub vegetation, dense wooded areas, unoccupied buildings) shall be avoided during bird nesting season (January 1 – August 15), bat maternity roosting season (approximately April 15 – August 31), and periods of winter torpor (approximately October 15 – February 28). b) All construction-related lighting shall be fully shielded and focused downward to the maximum extent feasible to ensure no significant illumination passes beyond the immediate work area into surrounding habitat (e.g., central dune scrub, bluffs or the Pacific Ocean), or vertically into the sky. Lighting should be positioned around the perimeter of the work area and oriented toward construction activity rather than toward surrounding habitat. A qualified biologist shall be present at the start of nighttime activities when lights are placed to facilitate appropriate light placement and ensure surrounding wildlife habitat is not unnecessarily illuminated. Maps or other information indicating the location(s) of active nests or nesting habitat nearby nighttime work shall be available at the construction site. c) Yellow, orange, or other "warm colored" light shall be used where feasible (e.g., unless required by safety regulations, pre-installed in construction equipment, etc.).	1. DC 2. DC (Biologist) 3. DC (Biologist) 4. DC (Biologist) 5. DC	1. DC 2. DC 3. DC 4. DC/CDFW/ USFWS/NPS 5. DC/NPS	1. Ensure that construction contract documents include requirements for nighttime lighting minimization. 2. Obtain and review résumé or other documentation of consulting biologist's qualifications. Conduct pre-construction surveys for nesting birds and roosting bats within 7 days or less prior to start of construction or reinitiation of construction activities. 3. Ensure that a qualified biologist is present at the start of nighttime activities to ensure that lighting avoids any wildlife habitat. 4. If active nests or roosts are present near nighttime construction areas, monitor for disturbance during night work to determine species tolerance. Create construction mitigation and monitoring plan.	1. Design 2. Preconstruction 3. Construction 4. Construction 5. Construction

Impact No.	Impact Summary	Mitigation Measure	Monitoring and Reporting Program			
			Implementation and Reporting		Monitoring and Reporting Actions	Implementation Schedule
			Responsible Party	Reviewing and Approval Party		
Biological Resources (cont.)						
BIO-10 (cont.)		d) Construction personnel shall reduce the amount of lighting to the minimum necessary to safely accomplish the work. e) Construction areas set-up for nighttime activity are subject to all of the same preconstruction surveys for nesting birds and roosting bats listed in Mitigation Measures 3.4-3 through 3.4-4. f) If active bird nests or bat roosts are identified near nighttime construction areas, a qualified biologist shall monitor nests or roosts for disturbance during night work to determine species tolerance to nearby lights. Illumination methods or shielding shall be modified if disturbance is determined to have potential to compromise the nest or roost. Coordination with CDFW, USFWS, or NPS (on NPS-managed lands) shall occur as appropriate.			5. Monitor to ensure that contractor(s) implements measures in contract documents. Report non-compliance, and ensure corrective action.	
BIO-12	Project operation could adversely affect central dune scrub, thimbleberry, wax myrtle, and canyon live oak scrub, and Vancouver rye grassland associated with Lake Merced.	**3.4-10a: Lake Level Management.** The Lake Merced overflow weir in South Lake shall be set at no greater than 9 feet City Datum to prevent lake water surface elevation from exceeding 9 feet City Datum during normal operations to avoid significant effects on wax myrtle scrub, Vancouver rye grassland, and eucalyptus forest. Lake Merced water levels shall be maintained at no more than 9 feet City Datum during normal operations. Should an operating WSE above 9 feet City Datum be selected or an extreme storm event requires temporary storage in Lake Merced that would increase WSE above 9 feet City Datum for more than 14 days (at which time vegetation die-off could occur), Mitigation Measure 3.4-10b is required.	1. DC (Structural Engineer) 2. SFPUC 3. SFPUC 4.	1. DC 2. DC 3. DC	1. Establish and incorporate design criterion for the overflow weir such that excess flow above 9 feet City Datum within 14 days of an extreme storm event. 2. Ensure that Lake Merced overflow weir in South Lake is set at no greater than 9 feet City Datum during normal operations. 3. Create log for overflow weir that documents daily operational level of weir. Create automatic alert if water level is greater than 9 feet City Datum for more than 14 days, to trigger actions required in Mitigation Measure 3.4-10b.	1. Design 2. Design/ Post-construction 3. Post-construction
		3.4-10b: Compensation for Loss of Sensitive Communities at Lake Merced. a) If 9.5 feet City Datum is selected as the target maximum WSE and Lake Merced water levels are not maintained at or below 9 feet City Datum during normal operations, or a storm event requires storage in Lake Merced that would increase WSE above 9 feet City Datum for more than 14 days for wax myrtle scrub and Vancouver rye grassland or for more than one month for blue gum eucalyptus forest, a resurvey of these sensitive vegetation communities around the Lake Merced shoreline to which a significant impact is predicted to occur (i.e., more than 10 percent loss) shall be performed post-inundation to determine actual percent loss. i. The resurvey shall be performed by qualified botanists and document the postinundation conditions (extent) of the wax myrtle scrub, Vancouver rye grassland, and blue gum eucalyptus around Lake Merced between the new inundation limit (above 9 feet WSE) and 13 feet WSE City Datum. Information on the extent of these sensitive natural communities gathered during this exercise may be applied to subsequent storm events during which WSE exceeds 9 feet WSE or if an operating WSE maintains lake levels above 9 feet WSE, for use in quantifying loss of these sensitive communities at various inundation limits above 9 feet City Datum. ii. Surveyors may use a combination of on-the-ground vegetation community and habitat type mapping with an assessment of current aerial imagery for informing cover estimates, similar to the mapping exercise performed in 2012 that informed the vegetation change analysis for this EIR/EIS. iii. Once the updated vegetation mapping exercise is complete, the new vegetation polygons shall be compared with the 2012 vegetation polygons to quantify change. The polygon comparison shall also consider the new inundation line, to assess whether or not the change in vegetation communities is attributable to inundation or saturation.	1. DC/SFPUC (Botanist) 2. DC/SFPUC (Botanist)	1. DC 2. DC/CDFW/ CCC/SFRPD	1. Obtain and review résumé or other documentation of consulting botanist's qualifications. If water levels are above 9 feet City Datum for more than 14 days, conduct a post-inundation sensitive vegetation survey in communities around the lake shoreline. 2. Prepare restoration plan for any sensitive vegetation communities or loss of habitat as a result of inundation. Submit to CDFW and CCC for approval.	1. Preconstruction/ Post-construction 2. Preconstruction

Impact No.	Impact Summary	Mitigation Measure	Monitoring and Reporting Program			
			Implementation and Reporting		Monitoring and Reporting Actions	Implementation Schedule
			Responsible Party	Reviewing and Approval Party		
Biological Resources (cont.)						
BIO-12 (cont.)		iv. If the updated mapping exercise and comparison assessment determine impacts to wax myrtle scrub, Vancouver rye grassland, or blue gum eucalyptus are less than 10 percent following inundation above 9 feet WSE, no further mitigation is required. v. If the updated mapping exercise and comparison assessment determine impacts to wax myrtle scrub, Vancouver rye grassland, or blue gum eucalyptus vegetation communities are 10 percent or more, an onsite revegetation and restoration plan shall be developed for permanently impacted (inundated/lost) communities and habitat types, as detailed in part b), below. b) An onsite revegetation and restoration plan shall be prepared to compensate for the affected sensitive vegetation communities and habitat lost (in excess of 10 percent) with a maintained WSE above 9 feet City Datum for 14 days or more for wax myrtle scrub and Vancouver rye grassland and for one month or more for eucalyptus forest. The plan shall be submitted to CDFW and CCC for review and approval, as appropriate. Typical compensation ratios for these communities shall be between 1:1 and 3:1 with native plant replacement quantities that shall be determined by the appropriate permitting agencies. Restoration and revegetation shall take place onsite where possible, and occur above the maximum water surface elevation to be maintained at Lake Merced so that future inundation impacts are avoided, and be implemented in coordination with SFRPD. i. The revegetation and restoration plan shall be prepared by a qualified restoration ecologist and shall include specifications for seed and propagule collection prior to the commencement of construction and at the appropriate phonological stage to capture reproductive structures of target plants within each affected sensitive vegetation community or habitat type. The restoration ecologist shall coordinate with a local native plant restoration nursery to either store the propagules until planting or grow the plants so that they are ready to plant once construction is complete. Restoration areas shall be monitored to assess re-establishment for 5 years or until total native vegetation cover, composition, and species richness in the restored areas are similar to suitable reference sites. ii. Individual special-status plants within the affected wax myrtle scrub and Vancouver rye grassland communities shall be mitigated according to the guidelines established in Mitigation Measure 3.4-1, Avoidance, Minimization, and Compensation for Special-Status Plants, items d and f regarding additional compensation location and revegetation and restoration plan performance standard details. Eucalyptus forest communities shall be mitigated according to guidelines established in Mitigation Measure 3.4-6, Implement Tree Protection Measures and Plant Replacement Trees, item 3 regarding appropriate replacement tree types, techniques, and performance standards.				
BIO-15	Project operation could adversely affect native wildlife nursery sites associated with Lake Merced.	**Implement Mitigation Measure 3.4-10a: Lake Level Management and, if necessary, Mitigation Measure 3.4-10b: Compensation for Loss of Sensitive Communities at Lake Merced (see details above)**				
Cultural Resources						
CUL-1	The Project would cause a substantial adverse change in the significance of a historical resource because it would demolish the majority of the historic Vista Grande Canal and Tunnel.	**3.5-1: HABS/HAER Recordation.** Prior to initiation of Project construction or demolition, the City of Daly City, in consultation with the NPS, shall record the Vista Grande Canal and Tunnel in accordance with the NPS Historic American Building Survey/Historic American Engineering Record (HABS/HAER) program. This program entails: 1) documentation of the canal and tunnel through large-format black and white photographs (including the interior of the length of the tunnel), 2) preparation of a historic resources report, 3) preparation of measured drawings (or copies of original plans), and 4) archiving of the documentation package at the U.S. Library of Congress, the City of Daly City, Golden Gate park archives, and other local repositories such as public libraries. The specific HABS/HAER requirements of the Vista Canal and Tunnel will be further detailed in consultation with the NPS Pacific Western Region's HABS/HAER coordinator.	1. DC/NPS	1. NPS	1. Record Vista Grande Canal and Tunnel with the NPS Historic American Building Survey/Historic American Engineering Record (HABS/HAER) program.	1. Preconstruction

Impact No.	Impact Summary	Mitigation Measure	Monitoring and Reporting Program			
			Implementation and Reporting		Monitoring and Reporting Actions	Implementation Schedule
			Responsible Party	Reviewing and Approval Party		
Cultural Resources (cont.)						
CUL-1 (cont.)		**3.5-2: Public Interpretation.** Prior to the completion of the Project, the City of Daly City, in coordination with the NPS, shall prepare a public interpretation package that may entail interpretive materials, including but not limited to signage, brochures, videos, historical narrative, or other printed or web-based methods of explaining the historical and engineering significance of the Vista Grande Canal and Tunnel to the general public.	1. DC/NPS	1. NPS	1. Prepare a public interpretation package explaining the historical and engineering significance of the Vista Grande Canal and Tunnel.	1. Preconstruction/ Construction/ Post-construction
CUL-2	The Project would cause a substantial adverse change in the significance of an archaeological resource, including shipwrecks.	**3.5-3: Inadvertent Discovery of Archaeological Resources or Shipwrecks.** The following measures shall be implemented should construction activities result in the inadvertent discovery of an archaeological resource: a) Prior to construction, a training session on the recognition of the types of archaeological resources that could be encountered and the procedures to be followed if they are found shall be presented to Project construction personnel by a qualified professional archaeologist. If prehistoric or historic-period archaeological resources or shipwrecks are encountered, all construction activities within 50 feet shall halt. If the resource is located within San Francisco, the San Francisco Planning Department also shall be notified. b) If the resource is located on federally administered lands, NPS also shall be notified. Abandoned shipwrecks, archaeological sites, and historic resources in submerged lands of California are under the jurisdiction of the California State Lands Commission (CSLC). In the case of an inadvertent discovery of a submerged archaeological site, shipwreck, or related artifacts, the applicable jurisdictional agency shall also contact and initiate consultation with the CSLC staff within two business days of such discovery. c) The qualified archaeologist shall inspect the find within 24 hours of discovery and consult with the applicable jurisdictional agency and the culturally affiliated Native American group or groups. d) If the find is determined to be a historical resource according to CEQA Guidelines or a historic property that meets the National Register listing criteria at 36 CFR 60.4, the archaeologist, in consultation with the applicable jurisdictional agency and the culturally affiliated Native American group shall determine whether preservation in place is feasible. This may be accomplished through planning construction to avoid the resource; incorporating the resource within open space; capping and covering the resource; or deeding the site into a permanent conservation easement. e) If preservation in place is not feasible, Daly City and the qualified archaeologist shall prepare and implement an Archaeological Research Design and Treatment Plan (ARDTP). Daly City, the qualified archaeologist, agencies with jurisdiction in the location(s) of the discovered resource(s), and the culturally affiliated Native American group(s, if applicable) shall meet to determine the scope of the ARDTP. The ARDTP shall identify a program for the treatment and recovery of important scientific data contained within the portions of the archaeological resources located within the Project Area of Potential Effects (APE); preserve any significant historical information obtained; and identify the scientific/historic research questions applicable to the resources, the data classes the resource is expected to possess, and how the expected data classes shall address the applicable research questions. f) Treatment for most archaeological resources shall consist of (but is not limited to) sample excavation, artifact collection, site documentation, and historical research, with the aim to target the recovery of important scientific data contained in the portion(s) of the significant resource(s) to be impacted by the Project. The treatment plan shall include provisions for analysis of data in a regional context, reporting of results within a timely manner, curation of artifacts and data at an approved facility, and dissemination of reports to local and state repositories, libraries, and interested professionals. The results of the investigation shall be documented in a technical report that provides a full artifact catalog, analysis of items collected, results of any special studies conducted, and interpretations of the resource(s) within a regional and local context. All technical documents shall be placed on file at the Northwest Information Center of the California Historical Resources Information System.	1. DC 2. DC (Archeologist) 3. DC (Archeologist) 4. DC (Archeologist)	1. DC 2. DC 3. SFPD/NPS/ CSLC/Native American Groups 4. DC/SFPD/NPS/ CSLC/Native American Groups	1. Ensure that the contract documents include measures related to archeological discoveries or shipwrecks. 2. Obtain and review resume of qualified archeologist. Conduct training session with construction crew regarding types of archeological resources that could be encountered and procedures to follow. 3. Inspect any find within 24 hours and notify appropriate jurisdictional authority if archeological resources are discovered. Determine whether find can be preserved in place. 4. Prepare ARDTP if preservation cannot be made in place. Conduct treatment of resource as necessary.	1. Design 2. Preconstruction 3. Construction 4. Construction

Impact No.	Impact Summary	Mitigation Measure	Monitoring and Reporting Program			
			Implementation and Reporting		Monitoring and Reporting Actions	Implementation Schedule
			Responsible Party	Reviewing and Approval Party		
Cultural Resources (cont.)						
CUL-3	Project construction would disturb human remains.	**3.5-4: Inadvertent Discovery of Human Remains.** The following measure shall be implemented should construction activities result in the inadvertent discovery of human remains: The treatment of any human remains and associated or unassociated funerary objects discovered during soil-disturbing activities shall comply with applicable state laws. Such treatment shall include stopping work within 50 feet of the discovery and immediate notification of the County Coroner. In the event of the coroner's determination that the human remains are Native American, the coroner shall notify the Native American Heritage Commission, which shall appoint a Most Likely Descendant (MLD) (Pub. Res. Code §5097.98). The qualified archaeologist, Daly City, the landowner of the property on which the discovery is made, and the MLD shall make all reasonable efforts to develop an agreement for the treatment, with appropriate dignity, of any human remains and associated or unassociated funerary objects (CEQA Guidelines §15064.5[d]). The agreement shall take into consideration the appropriate excavation, removal, recordation, analysis, custodianship, curation, and final disposition of the human remains and associated or unassociated funerary objects. Public Resources Code Section 5097.98 allows 48 hours to reach agreement on these matters. If the MLD and the other parties do not agree on the reburial method, the landowner of the property on which the discovery is made shall follow Public Resources Code Section 5097.98(b), which states that "the landowner or his or her authorized representative shall reinter the human remains and items associated with Native American burials with appropriate dignity on the property in a location not subject to further subsurface disturbance."	1. DC 2. DC (Archeologist) 3. DC (Archeologist)	1. DC 2. County Coroner/ Native American Heritage Commission/ Most Likely Descendant 3. DC/NPS	1. Ensure that Contract Documents include measures related to discovery of human remains. 2. If potential human remains are encountered, mobilize an archaeologist to confirm existence of human remains. If human remains are confirmed, perform required coordination and notifications. 3. Monitor to ensure that the contractor implements measures in contract documents including insuring that all potential human remains are reported as required and that contractor suspends work in the vicinity. Report noncompliance and ensure corrective action.	1. Design 2. Construction 3. Construction
Geology and Soils						
GEO-1	Construction, operation, and maintenance of the Project could expose people or structures to potential substantial adverse effects involving strong seismic ground shaking and/or seismic-related ground failure.	**3.6-1a:** Prior to final Project design, a qualified engineer and/or geologist shall perform an inspection to map the size, location, orientation, and patterns of cracks and any crack offsets to provide additional insight into possible tunnel deformation related to faulting, and to help better assess the potential impact of the Serra Fault Zone during future seismic events on the San Andreas Fault, as recommended in the geotechnical investigation conducted by Treadwell & Rollo (2013).	1. DC (Engineer/ Geologist)	1. DC	1. Obtain and review a resume for a qualified engineer/geologist. Inspect tunnel to map details of any cracks or deformation related to faulting.	1. Design
		3.6-1b: Daly City and/or its contractor(s) shall retain inspectors working under the auspices of a California-licensed geotechnical engineer to be present on the Project site during excavation, grading, and general site preparation activities to monitor the implementation of the recommendations specified in this measure. • Project construction shall be in conformance with CBC seismic design requirements and the OSHA Excavation and Trenching standard (29 CFR 1926.650) for the Project area. • When and if needed, the geotechnical engineer shall provide structure-specific geologic and geotechnical recommendations prior to and during construction that shall be documented in a report to be appended to the Project's previous geotechnical reports and approved by the City of San Francisco Department of Building Inspection.	1. DC (Geotechnical engineer) 2. DC (Geotechnical engineer) 3. DC (Geotechnical engineer)	1. DC 2. DC 3. City of San Francisco Department of Building Inspection	1. Obtain and review resume for CA-licensed geotechnical engineer. Monitor excavation and grading and general site preparation activities for seismic requirement standards. 2. Ensure that project construction/project area conforms with CBC seismic design requirements and OSHA Excavation and Trenching standard (29 CFR 1926.650) 3. Prepare report outlining structure specific geologic and geotechnical recommendations made prior to and during construction, if needed.	1. Design/ Preconstruction 2. Construction 3. Post-construction
		3.6-1c: Project foundations in the vicinity of Boring B-3 shall be constructed using cast-in-place drilled piers, micropiles, or another equivalent deep foundation system such as auger-cast or displacement piles or a torqued-in piling system for deep foundations.	1. DC 2. DC	1. DC 2. DC	1. Ensure that construction contract includes the appropriate boring equipment for Boring B-3. 2. Monitor to ensure that contractor(s) implements measures in contract documents. Report non-compliance, and ensure corrective action.	1. Design 2. Construction

Impact No.	Impact Summary	Mitigation Measure	Monitoring and Reporting Program			
			Implementation and Reporting		Monitoring and Reporting Actions	Implementation Schedule
			Responsible Party	Reviewing and Approval Party		
Geology and Soils (cont.)						
GEO-2	The Project could result in substantial soil erosion or the loss of topsoil.	**3.6-2:** Annual maintenance shall include the following: inspection and flushing to make sure that subdrain pipes are free of debris and are in good working order; and inspection of subdrain outfall locations to verify that introduced water flows freely through the discharge pipes and that no excessive erosion has occurred.	1. DC 2. DC (Construction Contractor) 3. DC	1. DC 2. DC 3. DC	1. Ensure that contract documents include requirements for annual maintenance of subdrain pipes and subdrain outfall locations. 2. Prepare annual maintenance logs that include measures to ensure that subdrain pipes are free of debris, are in good working order, that water can flow freely from discharge pipes, and that no excessive erosion has occurred. 3. Review annual maintenance logs and monitor maintenance to ensure that contractor(s) implements measures in contract documents. Report non-compliance, and ensure corrective action.	1. Design 2. Construction/ Post-construction 3. Post-construction
GEO-3	The Project may be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the Project.	**3.6-3a:** The following recommendations regarding site preparation, foundations, retaining walls, seismic design, and other geotechnical aspects provided in the geotechnical report shall be incorporated into this Project. • Areas that will include improvements, including new below-grade structures, concrete flatwork and slabs-on-grade, shall be cleared and grubbed of all vegetation, and the site shall be stripped of organic topsoil containing over three percent organic matter. Stripped materials shall be removed from the site or stockpiled for later use in landscaped areas, if approved by the architect. • After stripping the existing soil subgrade, areas to receive fill or other improvements shall be scarified, moisture-conditioned, and compacted. The subgrade shall provide a firm, non-yielding surface. The soil subgrade shall be kept moist until it is covered by improvements. If soft or loose soil is encountered after stripping, the unsuitable material shall be excavated and replaced with suitable fill material. • All materials to be used as general engineered fill or backfill, including on-site soil, shall be free of organic material, be non-hazardous and non-corrosive, contain no large rocks or lumps, and have low expansion potential, and be approved by the geotechnical engineer. • Fill shall be placed in horizontal lifts, moisture-conditioned to above the optimum moisture content and compacted. • Fill placed beneath exterior slabs-on-grade/flatwork and other below-grade structures shall also be moisture-conditioned. From a geotechnical standpoint, concrete flatwork/exterior slabs and other below-grade structures can be cast directly on soil subgrade. If Class 2 aggregate base is used beneath flatwork/slabs or structures it shall be compacted as necessary. • Backfill for utility trenches and other excavations is also considered fill, and shall be compacted according to the recommendations previously presented. Jetting of trench backfill shall not be permitted. Special care shall be taken when backfilling utility trenches in pavement areas. • Temporary slopes in loose to medium dense sand shall not be steeper than 2:1 (horizontal to vertical) for slopes up to 15 feet in height. Slopes higher than 15 feet shall be analyzed for stability. Temporary slopes in dense sand shall not be steeper than 1.5:1. If the sides of proposed excavations cannot be sloped back, then shoring shall be provided.	1. DC 2. DC (Construction Contractor) 3. DC (Construction Contractor) 4. DC (Geotechnical Engineer) 5. DC (Shoring Designer) 6. DC (Shoring Designer) 7. DC (Construction Contractor) 8. DC (Geotechnical Engineer) 9. DC (Construction Contractor) 10. DC	1. DC 2. DC 3. DC 4. DC 5. DC 6. DC 7. DC 8. DC 9. DC 10. DC	1. Ensure that contract documents include the recommendations provided in the geotechnical report. 2. Incorporate recommendations regarding site preparation, foundations, retaining walls, seismic design, and other geotechnical aspects from the geotechnical report into the Project. 3. Determine the length of tiebacks. 4. Observe and evaluate tieback testing and test results. 5. Evaluate required penetration depth of soldier piles to ensure they have sufficient axial capacity to support the vertical load acting on the piles. 6. Determine appropriate factor of safety to use an internally braced soil-cement shoring wall. 7. Select and design the dewatering system. 8. Check the design of the proposed dewatering system prior to installation. 9. Monitor for signs of subsidence while dewatering is in progress. 10. Monitor to ensure that contractor(s) implements measures in contract documents. Report non-compliance, and ensure corrective action.	1. Design 2. Design 3. Design/ Preconstruction 4. Preconstruction/ Construction 5. Design/ Preconstruction/ Construction 6. Design/ Preconstruction/ Construction 7. Construction 8. Preconstruction/ Construction 9. Construction 10. Construction

Impact No.	Impact Summary	Mitigation Measure	Monitoring and Reporting Program			
			Implementation and Reporting		Monitoring and Reporting Actions	Implementation Schedule
			Responsible Party	Reviewing and Approval Party		
Geology and Soils (cont.)						
GEO-3 (cont.)		• A flexible shoring system shall be designed to resist lateral earth pressures and other pressures as described in the geotechnical investigations. Traffic or surcharge loads shall be added to the active pressures. • The contractor shall be responsible for determining the actual length of tiebacks required to resist the lateral earth and water pressures imposed on the temporary retaining systems. • The geotechnical engineer shall observe tieback testing. • The geotechnical engineer shall evaluate the tieback test results and determine whether the tiebacks are acceptable. • The shoring designer shall evaluate the required penetration depth of the soldier piles. The soldier piles shall have sufficient axial capacity to support the vertical load acting on the piles, if any. • The geotechnical investigation anticipates an internally braced soil-cement shoring wall may be used for shoring in some areas where tiebacks aren't needed. The shoring designer shall determine the appropriate factor of safety to use. • During excavation, the groundwater shall be lowered and maintained at that level until sufficient structural weight or a foundation system is available to resist the hydrostatic uplift forces on the bottom of the foundation and/or slab-on-grade. The selection and design of the dewatering system shall be the responsibility of the contractor. The geotechnical engineer shall check the design of the proposed dewatering system prior to installation. • Adjacent improvements shall be monitored by the contractor for signs of subsidence including vertical movement and groundwater levels outside the excavation shall be monitored while dewatering is in progress.				
		3.6-3b: Prior to final Project design, additional slope stability studies, including updated geologic mapping and slope stability analysis, shall be performed by a California-licensed geotechnical engineer to evaluate potential for weakened blocks that could become loose during outlet construction or tunneling. Also, stability analyses shall be completed to evaluate the potential impacts of bluff failure on the new outlet structure to be constructed at the base of the cliff. If potential for weakened blocks to become loose or for bluff failure to occur during construction, the study shall include design specifications and construction methods, such as use of temporary structural supports, to avoid such effects. Recommendations from the studies shall be incorporated into the final Project design and construction methods, and implemented by Daly City and/or its contractors.	1. DC (Geotechnical engineer) 2. DC (Geotechnical engineer)	1. DC 2. DC	1. Obtain and review resume of CA-licensed geotechnical engineer. Conduct additional slope stability studies to evaluate potential stability issues during outlet construction and tunneling. 2. Incorporate recommendations from geotechnical slope studies into the final Project design and construction methods.	1. Design 2. Design
GEO-4	The proposed Project would not create substantial risks to life or property due to expansive or corrosive soils.	**3.6-4:** Daly City and/or its contractors shall ensure that all micropiles used for the Project are double-corrosion protected.	1. DC 2. DC (Construction Contractor) 3. DC	1. DC 2. DC 3. DC	1. Ensure that contract documents include provisions for contractors to double-corrosion protect micropiles. 2. Ensure that micropiles are double-corrosion protected. 3. Monitor to ensure that contractor(s) implements measures in contract documents. Report non-compliance, and ensure corrective action.	1. Design 2. Construction 3. Construction

Impact No.	Impact Summary	Mitigation Measure	Monitoring and Reporting Program			
			Implementation and Reporting		Monitoring and Reporting Actions	Implementation Schedule
			Responsible Party	Reviewing and Approval Party		
Greenhouse Gas Emissions and Climate Change						
GHG-1	Project construction and operation would generate GHG emissions.	**3.7-1: Greenhouse Gas Emission Reduction.** Daly City and/or its contractor(s) shall implement the following measures to reduce greenhouse gas emissions from construction: 1) On-road vehicle idling time shall be minimized and shall not exceed a 5-minute maximum. Additionally, off-road engines shall not idle for longer than 5 minutes, per Section 2449(d)(3) of Title 13, Article 4.10, Chapter 9 of the California Code of Regulations. Clear signage of this requirement shall be provided for construction workers at all access points to construction areas. 2) Utilize B20 biodiesel for generator fueling to reduce greenhouse gas emissions of generator operation by approximately 20 percent. 3) Following finalization of project design and construction phasing, but prior to the start of construction activities, Daly City and/or its contractors shall use best available modeling tools to estimate annual greenhouse gas emissions resulting from construction. After accounting for the use of B20 biodiesel as under Item 2, Daly City shall purchase carbon offsets in the amount that construction emissions would exceed the greenhouse gas emissions significance threshold of 1,100 MT/CO2-equivalent per year from an accredited source.	1. DC (Construction Contractor) 2. DC (Construction Contractor) 3. DC	1. DC 2. DC 3. DC	1. Ensure that contract documents include the requirements for reducing greenhouse gases. 2. Ensure that contract documents include the requirements for reducing greenhouse gases. 3. Ensure that the preparer(s) of estimates implement appropriate modeling tool. Ensure that carbon offsets are purchased prior to construction commencement.	1. Design 2. Design 3. Preconstruction
Hazards and Hazardous Materials						
HAZ-2	Project construction could result in a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment.	**3.8-1: Health and Safety Plan.** The construction contractor(s) shall prepare and implement a site-specific Health and Safety Plan in accordance with 29 CFR 1910.120 to protect construction workers and the public during all excavation, grading, and construction activities. The Health and Safety Plan shall include, but is not limited to, the following elements: • A summary of all potential risks to construction workers and maximum exposure limits for all known and reasonably foreseeable site chemicals; • Training for hazard recognition, including visual and olfactory cues; • Specified personal protective equipment and decontamination procedures, if needed; • Emergency procedures, including route to the nearest hospital; • Procedures to be followed in the event that evidence of potential soil or groundwater contamination (such as soil staining, noxious odors, debris or buried storage containers) is encountered. These procedures shall be in accordance with hazardous waste operations regulations and specifically include, but are not limited to, the following: immediately stopping work in the vicinity of the unknown hazardous materials release, and retaining a qualified environmental firm to perform sampling and remediation.	1. DC 2. DC (Construction Contractor) 3. DC	1. DC 2. DC 3. DC	1. Ensure that contract documents include the requirement for preparing a health and safety plan. 2. Prepare and submit a health and safety plan and verify that it includes information cited in contract documents. 3. Monitor to ensure that the contractor(s) implements measures in the contract documents and health and safety plan. Report noncompliance, and ensure corrective action.	1. Design 2. Preconstruction 3. Preconstruction/ Construction
HAZ-3	Project construction would not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan.	**Implement Mitigation Measure 3.15-1: Construction Traffic Management Plan** (see details under Transportation and Traffic, below)				

Impact No.	Impact Summary	Mitigation Measure	Monitoring and Reporting Program			
			Implementation and Reporting		Monitoring and Reporting Actions	Implementation Schedule
			Responsible Party	Reviewing and Approval Party		
Hydrology and Water Quality						
HYD-1	Project construction could violate water quality standards and/or waste discharge requirements, provide substantial additional sources of polluted runoff, or otherwise substantially degrade water quality.	**3.9-1: Implement Cofferdam Dewatering BMPs for In-Water Work.** If dewatering discharge produced during construction of the Lake Merced outlet and overflow structures is not discharged to the sewer system, a requirement shall be included in construction specifications that requires the construction contractor(s) to implement standard BMPs developed and approved by Daly City for the treatment of sediment-laden water produced during cofferdam dewatering activities. BMPs could include discharging water through filtration media, such as filter bags or a similar filtration device, or allowing the cofferdam dewatering discharge to infiltrate into the soil. If infiltration is used, application of the dewatering discharge shall be conducted at a rate and location that does not allow runoff into Lake Merced or drainage conveyances, such as storm drains, and does not cause flooding or runoff to adjacent properties. The dewatering discharge shall also be conducted at a rate that does not allow ponding, unless the ponding is a result of implementing BMPs to reduce the velocity of the flow and occurs within constructed containment, such as an excavation or berm with no outlet. The discharge must also be applied at a sufficient distance from building foundations or other areas that could be damaged from ground settling or swelling. Alternatively, and if feasible, the filtered dewatering effluent could be used for construction dust suppression. Any BMPs developed and implemented shall remove sediment in a manner sufficient to meet the Water Quality Objective for turbidity as specified in the Water Quality Control Plan for the San Francisco Bay Basin (Basin Plan). Specifically, receiving waters shall be free of changes in turbidity that cause nuisance or adversely affect beneficial uses and increases in turbidity related to dewatering discharges shall not be greater than 10 percent in areas where natural turbidity is greater than 50 Nephelometric Turbidity Units (NTU).	1. DC 2. DC 3. DC	1. DC 2. DC 3. DC	1. Ensure that contract documents include measures requiring the implementation of BMPs designed to treat sediment-laden water produced during cofferdam activities if dewatering discharge is not discharged to sewer system. 2. Review contractor's Dewatering Plan to ensure that it meets Water Quality Objectives for turbidity as specified in the Water Quality Control Plant for the Basin Plan. 3. Monitor to ensure that the contractor implements measures in Dewatering Plan, report noncompliance, and ensure corrective action within timelines specified in contract.	1. Design 2. Preconstruction 3. Construction
HYD-9	The Project could conflict with plans, policies, or regulations related to alteration of coastal landforms or processes adopted for the purpose of avoiding or mitigating an environmental effect.	**3.9-2: Avoidance and Minimization of Conflicts with California Coastal Act and NPS Management Policies.** The final design of the Ocean Outlet structures must minimize conflicts with the applicable Coastal Act requirements that new development: 1) be designed to eliminate or mitigate adverse effects on local shoreline sand supply (Section 30235); and 2) assure stability and structural integrity, and neither create nor contribute significantly to erosion, geologic instability, or destruction of the site or surrounding area or in any way require the construction of protective devices that would substantially alter natural landforms along bluffs and cliffs (Section 30253). In order to minimize conflicts with these policies, Daly City shall undertake the following steps when developing final engineering designs of the Ocean Outlet structures: 1) A California licensed engineer shall prepare a study consistent with the methods for assessing sea level rise in Coastal Development Permits detailed in the California Coastal Commission's Sea Level Rise Policy Guidance (California Coastal Commission, 2015). The study shall identify Project design elements that may conflict with California Coastal Act Policies (Sections 30235 and 30253) and recommend revisions to bring the final design into conformity with these guidelines and policies (Study). At a minimum, the Study shall: a) Use the range of projections recommended by the CCC's 2015 Sea Level Rise Policy Guidance in evaluating potential sea level rise effects over the Project planning horizon. b) Incorporate, and update as necessary, information concerning baseline conditions at the Ocean Outlet, and future projections (both with and without sea level rise) concerning: i) Bluff erosion rates and patterns; ii) Sand supply sequestering as a result of Project design; iii) Storm effects relating to coastal hazards (e.g., scour, wave runup, flooding; iv) Potential for exposure of Project infrastructure over the Project lifetime, and v) Potential cumulative effects of the Project on the identified coastal process elements above with applicable existing or future projects.	1. DC/NPS 2. DC (Engineer) 3. DC (Engineer) 4. DC (Engineer) 5. DC/NPS	1. DC/NPS 2. DC/NPS/CCC 3. NPS/CCC 4. DC/NPS/CCC 5. DC/NPS	1. Ensure that contract and design documents for the Ocean Outlet minimize conflicts with applicable Coastal Act requirements. 2. Obtain and review resume or other documentation of a CA-licensed engineer's qualifications. Prepare a study that is consistent with the methods for assessing sea level rise in Coastal Development Permits and the CCC's Sea Level Rise Policy Guidance. 3. Prepare report of study's findings and submit final report and design to NPS and CCC for review. 4. Ensure that recommendations made by NPS and CCC are incorporated into design and specifications and implemented during construction, operation, and maintenance of project. 5. Monitor to ensure the contractor(s) implements measures in contract documents. Report noncompliance and ensure corrective action.	1. Design 2. Design 3. Design 4. Design/ Construction/ Post-Construction 5. Construction

Impact No.	Impact Summary	Mitigation Measure	Monitoring and Reporting Program			
			Implementation and Reporting		Monitoring and Reporting Actions	Implementation Schedule
			Responsible Party	Reviewing and Approval Party		
Hydrology and Water Quality (cont.)						
HYD-9 (cont.)		c) Include recommendations for final engineering design, construction methods and materials for all aspects of the Ocean Outlet development, including the site preparation, building foundations, and design, to remedy any identified coastal process or coastal resource related impacts. Also the Study shall identify final engineering design recommendations and alternatives to minimize identified risks relating to hazards, such as geologic instability. Design recommendations and alternatives shall be protective of coastal resources throughout the expected life of the Project and include recommendations to minimize hazard exposure where avoidance is infeasible, including steps to relocate or modify the development as needed to prevent risks to the Project structures or to coastal resources. Such alternatives could include, but would not be limited to, alteration of the proposed wing walls or other outlet structure components to ensure final Project design is consistent with the following California Coastal Act policies to the extent feasible: a. Section 30235 Consistency: Construction of Project features that alter natural shoreline processes shall be approved only if it is determined by the CCC that such a design is required to serve a coastal dependent use or to protect existing structures or public beaches in danger from erosion, and that final design minimizes adverse impacts on local shoreline sand supply as compared to current and future baseline conditions. b. Section 30253 Consistency: Final design shall be approved only if it is determined that such a design minimizes contribution to erosion, geologic instability, or destruction of the site or surrounding area, and if the Project's necessary protective devices minimize the alteration of natural landforms. 2) The Study's findings shall be presented in a report, which shall be reviewed, signed, and stamped by the professional engineer in charge. The report shall be subject to technical review by Daly City, the NPS, SFPUC, and the CCC staff. 3) The report and final design shall be submitted to the NPS and CCC for review and approval to ensure any inconsistencies with NPS and CCC policy requirements are resolved. Recommendations in the approved study shall be incorporated into the design and construction specifications and shall be implemented during construction and operation and maintenance of the Project as applicable.				
Land Use and Planning						
LU-1	The project could conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect.	**Implement Mitigation Measure 3.9-2: Avoidance and Minimization of Conflicts with California Coastal Act and NPS Management Policies** (see details under Hydrology and Water Quality, above)				

Impact No.	Impact Summary	Mitigation Measure	Monitoring and Reporting Program			
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Noise and Vibration						
NOI-1	Project construction could temporarily expose persons to or generate noise levels in excess of local noise ordinances or create a substantial temporary increase in ambient noise levels.	**3.11-1:** The applicant shall require construction contractors to implement the following measures: • Equipment and trucks used for Project construction shall use the best available noise control techniques (e.g., improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures, and acoustically-attenuating shields or shrouds, wherever feasible). • Impact tools (e.g., jack hammers, pavement breakers, and rock drills) used for Project construction shall be hydraulically or electrically powered where feasible to avoid noise associated with compressed air exhaust from pneumatically powered tools. Where use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used; this muffler can lower noise levels from the exhaust by up to about 10 dBA. External jackets on the tools themselves shall be used where feasible; this could achieve a reduction of 5 dBA. Quieter procedures, such as use of drills rather than impact tools, shall be used whenever feasible. • Stationary construction noise sources shall be located as far from adjacent residential receptors as possible. Stationary noise-generating construction equipment shall be muffled and enclosed within temporary sheds, incorporate insulation barriers, and/or controlled using other measures to the extent this does not interfere with construction purposes. Specifically, any generator used on site shall be muffled using an acoustical enclosure.	1. DC 2. DC (Construction Contractor) 3. DC	1. DC 2. DC 3. DC	1. Ensure that contract documents include language requiring preparation of a noise control plan that includes best available noise control techniques. 2. Ensure that the noise control plan is prepared in accordance with the contract documents. 3. Monitor to ensure that the contractor(s) implements noise control requirements and ensure corrective action within timelines specified in contract.	1. Design 2. Preconstruction 3. Construction
		3.11-2: To further address potential nuisance impacts of Project construction, construction contractors shall implement the following: • Signs shall be posted at all construction site entrances to the property upon commencement of Project construction, for the purposes of informing all contractors/subcontractors, their employees, agents, material haulers, and all other persons at the applicable construction sites, of the basic requirements of Mitigation Measures 3.11-1. • Signs shall be posted at the construction sites that include permitted construction days and hours, a day and evening contact number for the job site, and a contact number in the event of problems. • An onsite complaint and enforcement manager shall respond to and track complaints and questions related to noise.	1. DC 2. DC (Construction Contractor) 3. DC	1. DC 2. DC 3. DC	1. Ensure that contract documents include requirements for the posting of signs that inform all construction personnel of the requirements of the noise control plan, permitted construction days/hours, and contact information. 2. Designate project liaison responsible for responding to noise complaints and enforcing noise control requirements. Ensure that liaison's name and phone number is included on posted notices. As necessary, develop a reporting program for tracking complaints received and for documenting their resolution. 3. Monitor to ensure that required signs are posted and that complaints are tracked and responded to in a timely manner. Report noncompliance and ensure corrective action.	1. Design 2. Preconstruction 3. Construction
NOI-2	Project construction could result in the exposure of persons to or generation of excessive groundborne Vibration or groundborne noise levels.	**3.11-3:** To address the vibration impact at the Missile Assembly Building located in Fort Funston, Daly City shall require construction contractors to implement the following vibration monitoring measures: 1) A pre-construction visual survey of the Missile Assembly Building shall be conducted and existing conditions shall be documented by use of photography or video. A qualified and licensed structural engineer and architectural historian shall be retained to assess whether the potentially affected structure(s) could withstand a vibration level above the "stop work" threshold of 0.12 in/sec PPV (90 VdB). If this assessment results in a higher threshold for potential damage than 0.12 in/sec PPV (90 VdB), that higher threshold shall be used in lieu of 0.12 in/sec PPV (90 VdB) for purposes of part 2. 2) The construction contractor shall monitor vibration levels during tunnel construction, especially during impact pile driving at the temporary construction shaft. If construction vibration levels measured at the Missile Assembly Building exceed 0.12 in/sec PPV (90 VdB) or the higher threshold determined in part 1 if applicable, construction shall be halted and other feasible construction methods shall be employed to reduce the vibration levels below the standard threshold. Alternative construction methods may include sonic or vibratory pile drivers.	1. DC 2. DC (Structural Engineer; Architectural Historian) 3. DC	1. DC 2. DC 3. DC	1. Ensure contract documents include vibration monitoring measures to address vibration impacts at the Missile Assembly Building located in Fort Funston. 2. Obtain and review resume or other documentation of consulting licensed structural engineer and architectural historian's qualifications. Assess whether vibrations would affect the structure. 3. Monitor to ensure that contractor(s) implements vibration monitoring measures in contract documents. Report noncompliance and ensure corrective action.	1. Design 2. Design 3. Construction

Impact No.	Impact Summary	Mitigation Measure	Monitoring and Reporting Program			
			Implementation and Reporting		Monitoring and Reporting Actions	Implementation Schedule
			Responsible Party	Reviewing and Approval Party		
Geologic and Paleontological Resources						
PAL-1	The Project would directly or indirectly destroy a unique paleontological resource or site or unique geological feature.	**3.12-1: Inadvertent Discovery of Paleontological Resources.** Prior to construction, a training session on the recognition of the types of paleontological resources that could be encountered and the procedures to be followed if they are found shall be presented to Project construction personnel by a qualified professional paleontologist. A qualified paleontologist shall be on call when excavations disturb the Merced and Colma Formations. In the event that potential vertebrate fossils are discovered, work shall cease at the location and a qualified paleontologist shall evaluate the discovery, as described below. For areas of excavation on federally managed lands that would disturb the Merced formation, NPS shall determine the NPS paleontologist or NPS-approved private paleontologist that will perform this monitoring. Consistent with NPS guidance, disturbance within other formations present in Fort Funston shall be monitored for fossils by trained Project construction personnel unless the NPS paleontologist determines that monitoring by a qualified paleontologist is necessary. If potential vertebrate fossils are discovered by construction crews or a paleontological monitor, all earthwork or other types of ground disturbance within 50 feet of the find shall stop immediately and the monitor shall notify Daly City, as well as the NPS if the potential fossil is found on federal lands. Work shall not resume until a qualified professional paleontologist can assess the nature and importance of the find. Based on the scientific value or uniqueness of the find, the qualified paleontologist may record the find and allow work to continue, or recommend salvage and recovery of the fossil. The qualified paleontologist may also propose modifications to the stop-work radius based on the nature of the find, site geology, and the activities occurring on the site. If treatment and salvage is required, recommendations shall be consistent with NPS guidelines (on federal land), SVP 1995 guidelines (on non-federal land), and currently accepted scientific practice, and shall be subject to review and approval by Daly City, and by NPS if the potential fossil is found on federal land. If required, treatment for fossil remains may include preparation and recovery of fossil materials so that they can be housed in an appropriate museum or university collection [e.g., the University of California Museum of Paleontology (UCMP)], and may also include preparation of a report for publication describing the finds. Daly City shall ensure that information on the nature, location, and depth of all finds is readily available to the scientific community through university curation or other appropriate means.	1. DC/NPS 2. DC/NPS (Paleontologist) 3. DC/NPS (Paleontologist) 4. DC/NPS	1. DC/NPS 2. DC/NPS 3. DC/NPS 4. DC/NPS	1. Ensure that contract documents include measures related to paleontological discoveries. 2. Obtain and review resume of qualified paleontologist. Conduct training session with construction crew regarding types of paleontological resources that could be encountered and procedures to follow. 3. Evaluate potential discoveries according to jurisdictional requirements, and if confirmed, treat and prepare fossil materials appropriately. Prepare report of find, as necessary. 4. Monitor to ensure contractor(s) implements paleontological measures in contract documents if discovery occurs. Report noncompliance and ensure corrective action.	1. Design 2. Preconstruction 3. Construction 4. Construction
Transportation and Traffic						
TRA-1	Project construction would cause temporary increases in traffic volumes on area roadways, which could cause substantial conflicts with the performance of the circulation system, but would not conflict with applicable plans, ordinances, or policies pertaining to the performance of the circulation system.	**3.15-1: Construction Traffic Management Plan** Daly City and/or its contractor(s) shall prepare and implement a Construction Traffic Management Plan in accordance with professional traffic engineering standards to show methods for maintaining traffic flows on roadways and access to recreational resources directly affected by Project construction, which shall include, at a minimum, the following requirements: a) Develop circulation plans to minimize impacts on local street circulation; use flaggers and/or signage to guide vehicles through and/or around the construction zone (including, as needed, for trucks turning into and out of Fort Funston at the intersection of SR 35 and Fort Funston Road). Circulation plans may be modified during construction, based on observed conditions. b) Identify truck routes and, to the extent possible, use haul routes that minimize truck traffic on local roadways and residential streets. c) Schedule truck trips to minimize trips during the peak morning and evening commute hours, and the peak hours of arrivals and departure from Fort Funston, to the extent possible. d) Provide sufficient staging areas for trucks accessing construction zones to minimize disruption of access to adjacent land uses, particularly within residential neighborhoods. e) Maintain pedestrian and bicycle access and circulation during Project construction where safe to do so. If construction activities encroach on a bicycle lane, post warning signs that indicate bicycles and vehicles are sharing the lane.	1. DC 2. DC (Construction Contractor) 3. DC	1. DC 2. DC/SFMTA/ NPS/SamTrans 3. DC	1. Ensure that contract documents include requirements of Construction Traffic Management Plan. 2. Prepare and implement Construction Traffic Management Plan with requirements cited in contract documents. Coordinate with Caltrans regarding construction traffic use of SR 35. 3. Monitor to ensure the contractor(s) implements measures in the contract documents and Construction Traffic Management Plan. Report noncompliance, and ensure corrective action.	1. Design 2. Preconstruction/ Construction 3. Construction

Impact No.	Impact Summary	Mitigation Measure	Monitoring and Reporting Program			
			Implementation and Reporting		Monitoring and Reporting Actions	Implementation Schedule
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Transportation and Traffic (cont.)						
TRA-1 (cont.)		f) Maintain public safety and access on the beach by posting notices and maps at and around the project site and on Golden Gate National Recreation Area's website prior to and during construction, informing the public about when and where public access could be restricted and about alternative access points, if applicable; and incorporate measures on the beach to protect the public during construction activities. g) Store all equipment and materials in designated contractor staging areas on or adjacent to the worksite, in such a manner to minimize obstruction of traffic. h) Implement roadside safety protocols and provide advance "Road Work Ahead" warning signs and speed control (including signs informing drivers of state-legislated double fines for speed infractions in a construction zone) to achieve required speed reductions for safe traffic flow through the work zone. i) Coordinate construction with facility owners or administrators of sensitive land uses such as police and fire stations (including all fire protection agencies), transit stations, hospitals, and schools, as well as Fort Funston. Notify facility owners or operators in advance of the timing, location, and duration of construction activities. j) Provide residents adjacent to Project construction areas (e.g., on Avalon Drive and Westmoor Avenue) with information regarding Project construction in their area, including anticipated start and end of construction activities. k) Coordinate construction with local traffic agencies, SFMTA, NPS, and SamTrans, to minimize disruption and arrange for the temporary relocation of bus stops in work zones as necessary.				
TRA-5	Project construction would result in increased wear-and-tear on the designated haul routes.	**3.15-2:** Daly City, San Francisco, and the National Park Service shall enter into an agreement prior to construction that shall detail pre-construction conditions and the post-construction requirements of a roadway rehabilitation program. Daly City and/or its contractors shall repair roads damaged by construction to a structural condition equal to that which existed prior to construction activity.	1. DC/SF/NPS 2. DC (Construction Contractor) 3. DC/SF/NPS	1. DC/SF/NPS 2. DC 3. DC/SF/NPS	1. Ensure that contract documents include pre-construction conditions and post-construction requirements of a roadway rehabilitation program. 2. Repair roads damaged by construction to a structural quality equal to preconstruction activity. 3. Monitor to ensure the contractor(s) implements measures in the contract documents. Report noncompliance, and ensure corrective action.	1. Design 2. Post-construction 3. Post-construction

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VISTA GRANDE DRAINAGE BASIN IMPROVEMENT PROJECT

Draft Environmental Impact Report/
Environmental Impact Statement
SCH No. 2013032001

Prepared for
City of Daly City
National Park Service

April 2016

ESA

VISTA GRANDE DRAINAGE BASIN IMPROVEMENT PROJECT

Final EIR/EIS (Responses to Comments)
SCH No. 2013032001

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August 2017
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Final EIR/EIS (Responses to Comments)

Vista Grande Drainage Basin Improvement Project

The City of Daly City (Daly City), as the Lead Agency under the California Environmental Quality Act (CEQA), and the National Park Service (NPS), as the Lead Agency under the National Environmental Policy Act (NEPA) have prepared a Final Environmental Impact Report (EIR)/Environmental Impact Statement (EIS) evaluating the environmental impacts of, and alternatives to, the proposed Vista Grande Drainage Basin Improvement Project (Project). The Draft EIR/EIS together with this Responses to Comments document constitutes the Final EIR/EIS for the Project in fulfillment of CEQA requirements as consistent with CEQA Guidelines Section 15132, and in fulfillment of NEPA requirements as consistent with Council on Environmental Quality (CEQ) NEPA Regulations Section 1503.4.

Responsible agencies for the proposed Project include the U.S. Army Corps of Engineers, California Department of Fish and Wildlife, California State Lands Commission, California Coastal Commission, San Francisco Bay Regional Water Quality Control Board, County of San Mateo, and City and County of San Francisco.

The proposed Project is located in Daly City in San Mateo County, and in the City and County of San Francisco, as well as in Fort Funston, part of the Golden Gate National Recreation Area unit of NPS. The Project would improve stormwater drainage and minimize flooding risk, provide a water source for Lake Merced management, improve recreational access and reduce litter deposition at the beach below Fort Funston, and maximize the use of existing infrastructure and rights-of-way. In addition to the proposed Project, this EIR/EIS considers two action alternatives consisting of variations of the design and siting of Project components, and one No Project/No Action alternative. Analysis of environmental impacts associated with the proposed Project identified potentially significant impacts in the following areas: aesthetics, air quality, biological resources, cultural resources, geology and soils, hazards and hazardous materials, hydrology and water quality, noise and vibration, paleontological resources, and transportation and traffic. Growth inducement potential and cumulative impacts are also addressed in the Final EIR/EIS. For environmental impacts determined to be significant or potentially significant, mitigation measures have been identified to reduce those impacts. No mitigation would reduce significant and unavoidable impacts on the historic Canal and Tunnel.

FURTHER INFORMATION: For further information about the proposed Project, contact the Project Manager for the CEQA Lead Agency:

City of Daly City, Department of Water and Wastewater Resources
Attention: Patrick Sweetland, Director
153 Lake Merced Blvd.
Daly City, CA 94015
E-mail: psweetland@dalycity.org

DECISION PROCESS: Following the publication of the Final EIR/EIS, Daly City consider whether to certify the EIR and approve the Project or an alternative to the Project. No fewer than 30 days after publication of the Notice of Availability (NOA) for the Final EIR/EIS in the Federal Register, the NPS will issue a Record of Decision (ROD) for the Project.

EXECUTIVE SUMMARY

ES.1 Project Overview and Background

The City of Daly City (Daly City) is proposing the Vista Grande Drainage Basin Improvement Project (Project) to address storm-related flooding in the Vista Grande Drainage Basin (Basin) while providing the additional benefit of augmenting the water level of Lake Merced. The Vista Grande storm drain system drains the northwestern portion of Daly City and an unincorporated portion of San Mateo County – areas originally within the watershed of Lake Merced. In the 1890s, the Vista Grande Canal and Tunnel were built to divert stormwater away from the lake to an outlet at the Pacific Ocean. The Ocean Outlet and a portion of the Tunnel are located within Fort Funston, part of the Golden Gate National Recreation Area (GGNRA), which is operated under the authority of the National Park Service (NPS). The existing Canal and Tunnel do not have adequate hydraulic capacity to convey peak storm flows, and this periodically causes backup of Tunnel flows into the Canal and flooding during peak storm events in adjacent low-lying residential areas and along John Muir Drive.

As noted, the proposed Project has two primary, mutually supporting objectives: to address storm-related flooding that periodically occurs as a result of inadequate storm drainage capacity in Daly City's Vista Grande Canal and Tunnel, and to augment water surface levels and manage water quality in San Francisco's Lake Merced. Both Daly City and San Francisco independently are proposing to address these respective issues. The proposed Project and alternatives meeting these objectives represent an approach that would jointly address both jurisdictions' proposed improvements while minimizing disturbance, maximizing the beneficial reuse of stormwater, and reconnecting a significant portion of the Lake Merced watershed to Lake Merced.

ES.2 Agency Roles and Objectives

ES.2.1 CEQA Project Objectives

Daly City has identified the following objectives for the proposed Project:

- Improve stormwater drainage of the lower Vista Grande Basin to accommodate peak flows generated by the 25-year design storm;
- Provide a sustainable source of stormwater, establish a target maximum water surface elevation, and implement a Lake Management Plan (see Appendix A of the Draft EIR/EIS) for management of Lake Merced water quality, groundwater, and surface water elevation;

- Improve recreational access and reduce litter transfer and deposition along the beach below Fort Funston; and
- Maximize use of existing rights-of-way (ROWs), easements, and infrastructure to minimize construction-related costs, habitat disturbance, and disruption to recreational users.

ES.2.2 National Park Service Federal Action

The federal action NPS is considering is whether to approve, approve with conditions, or deny Daly City's application for a special use permit for construction of the Tunnel and associated structures (e.g., Ocean Outlet and wing walls), and staging areas within NPS land; whether to amend existing easement(s) to accommodate the proposed expanded Tunnel and associated structures within the easement(s) and to clarify the rights and obligations of the parties to the easement(s); and possibly whether to issue a right-of-way permit or other authorization to accommodate any portions of the Project that lie outside of the easement(s) (e.g., wing walls).

The purpose and need for the Project is to alleviate flooding in the Vista Grande Drainage Basin and Canal and provide a sustainable source of water for management of Lake Merced water levels and quality, and to ensure that the portion of the Project within federally managed lands, if authorized, is constructed, operated, and maintained in a manner that is consistent with the protection and enhancement of resources, values, and uses of lands and waters under federal jurisdiction. In considering whether to authorize such activities, the federal government needs to engage in transparent, integrated, and informed decision-making and ensure that any final decision conforms to applicable laws and regulations. In achieving the purpose and need for the Project, NPS's objectives for implementation of the Project include the following:

- Avoid, minimize, or mitigate environmental impacts to park natural and cultural resources;
- During construction, ensure the health and safety of park visitors and staff, maintain access to and through Fort Funston, and minimize impacts to the visitor experience;
- Permanently improve public access along the beach below Fort Funston; and
- Minimize impacts on park assets and sustain or restore all park assets (e.g., facilities, features, grounds) to pre-construction or better conditions.

ES.3 Proposed Project and Alternatives

ES.3.1 Comparison of Alternatives

In addition to the proposed Project, this EIR/EIS considers two action alternatives consisting of variations on the design and siting of Project components, and one No Project/No Action alternative. Each of the following is described in detail in Chapter 2, *Project and Alternatives*:

Proposed Project. The proposed Project would consist of improvements within the Vista Grande Basin storm drain system upstream of the Vista Grande Canal; partial replacement of the existing Canal to incorporate a gross solid screening device, an approximately 2.6-acre constructed

treatment wetland, and diversion and discharge structures to route some stormwater (and authorized non-stormwater) flows from the Canal to Lake Merced and to allow lake water to be used for summer treatment wetland maintenance; modification of the existing effluent gravity pipeline so that it may be used year round to convey treated effluent from the nearby North San Mateo County Sanitation District Wastewater Treatment Plant (WWTP) to the existing outlet and diffuser by gravity, and abandoning the force main pipeline; modification of the existing lake overflow structure to include an adjustable weir and siphon that allows water from the lake to flow into the Canal and Vista Grande Tunnel; replacement of the existing Tunnel to expand its hydraulic capacity and extend its operating lifetime and replacement of the Lake Merced Portal to the Tunnel; and replacement of the existing Ocean Outlet structure and a portion of the existing 33-inch submarine outfall pipeline that crosses the beach at Fort Funston. Operational components of the Project would include management of water surface elevations in Lake Merced and a Lake Management Plan that would include water quality best management practices, including upstream improvements in the Basin and additional actions, the implementation of which may be triggered during post-Project monitoring. In addition, the Project includes NPS execution of a special use permit for construction activities within GGNRA lands and the expansion of the ROW to accommodate the replacement Ocean Outlet structure.

Tunnel Alignment Alternative. The Tunnel Alignment Alternative would replace the proposed Project's Tunnel improvement and Lake Merced (East) Portal components with an entirely new tunnel up to approximately 50 feet to the south of the existing Tunnel in an alignment to be determined following additional geotechnical investigation, and a different east portal at a location that would be determined by the final alignment. The new tunnel would run west from a new east portal at the existing Canal to a new or rehabilitated Ocean Outlet structure. The components of the Tunnel Alignment Alternative could be paired with the proposed Canal components, or could be paired with the alternative Canal components described for the Canal Configuration Alternative.

Canal Configuration Alternative. The Canal Configuration Alternative would minimize changes to the existing Canal while still allowing for some discharges to Lake Merced. This alternative would not construct the box culvert replacing the first 1,000 feet of the Canal; rather, the diversion structure described for the proposed Project would be relocated to the southern (upstream) end of the Canal. The box culvert under John Muir Drive also would be relocated and would cross under John Muir Drive close to the southern end of the Canal. The design of the diversion structure, box culvert under John Muir Drive, and Lake Merced Outlet would be approximately the same as for the proposed Project. The diversion structure would replace the first approximately 350 feet of the Canal, and the rest of the Canal would be unchanged except as needed for the Lake Merced Tunnel Portal. Under the Canal Configuration Alternative, one wetland cell of approximately 1.7 acres would be constructed, providing a reduced water treatment capacity compared to the Project. The components of the Canal Configuration Alternative could be paired with the proposed Tunnel or could be paired with the alternative Tunnel and East Portal components described for the Tunnel Alignment Alternative.

No Project/No Action Alternative. Under the No Project/No Action alternative, no physical component of the proposed Project would be constructed and none of the proposed operational changes to stormwater routing would be made. The Lake Management Plan would not be implemented. The NPS would not grant the special use permit, and no construction could occur within NPS-managed lands. Annual Canal sediment removal activities would continue, as well as as-needed maintenance activities. Because Canal and Tunnel capacity would not be improved, occasional flooding of the Canal and associated flooding of John Muir Drive into Lake Merced and in local neighborhoods would continue.

ES.3.2 CEQA Environmentally Superior Alternative and NEPA Lead Agency Preferred Alternative

CEQA Guidelines Section 15126.6(e)(2) requires an EIR to identify an environmentally superior alternative. If the environmentally superior alternative is the No Project/No Action Alternative, the EIR also must identify an environmentally superior alternative from among the other alternatives. In general, the environmentally superior alternative is defined as that alternative with the least adverse impacts to the project area and its surrounding environment.

The No Project/No Action Alternative would avoid all impacts of the Project and would not create any new significant impacts of its own. However, improvements that address the storm-related flooding in the Vista Grande Drainage Basin would not be implemented. The Basin would continue to flood during storm events, resulting in flooding of residential areas along John Muir Drive. The CEQA Guidelines define the environmentally superior alternative as that alternative with the least adverse impacts to the project area and its surrounding environment. Determining an environmentally superior alternative is difficult because of the many factors that must be balanced. Although this Final EIR/EIS preliminarily identifies an environmentally superior alternative, it is possible that, with additional information received in or developed during the project approval process, Daly City could choose to balance the importance of each impact area differently or reach a different conclusion. Daly City preliminarily has identified the proposed Project as the environmentally superior alternative.

Under NEPA, the “preferred alternative” is a preliminary indication of the Lead Agency’s preference of action among the Proposed Action and alternatives. A NEPA Lead Agency may select a preferred alternative for a variety of reasons, including the agency’s priorities, in addition to the environmental considerations discussed in the EIS. In accordance with NEPA (40 CFR 1502.14(e)) and based on the assessment in the EIR/EIS, NPS has identified the proposed Project as the preferred alternative.

ES.4 Environmental Analysis

Table ES-1 summarizes the environmental impacts of the alternatives compared to those of the proposed Project under CEQA. This table presents the significant impacts of the proposed Project as well as less-than-significant impacts whose severity would be different under the alternatives than under the proposed Project. Table ES-1 does not include less-than-significant impacts of the proposed Project that would have the same significance determination and/or impact severity as

those of the Canal Configuration Alternative or Tunnel Alignment Alternative. Similarly, **Table ES-2** summarizes the environmental impacts that would occur as a result of the proposed Project and alternatives by environmental impact under NEPA. The focus of the table is on moderate to major adverse effects, but also lists some minor and negligible effects as well.

ES.5 Areas of Controversy

Comments were received during the scoping process for the Project. The scoping process is described and public input received during that process is provided in Appendix B, *Scoping Memorandum*. Based on input received from agencies, members of the public and others, areas of controversy related to the Project include:

Aesthetics: Concerns related to changes in views from the beach at Fort Funston associated with the Ocean Outlet structure. The long-term visual effects of the rehabilitated Ocean Outlet structure are expected be beneficial as described in Draft EIR/EIS Section 3.2, Aesthetics.

Biological Resources: Concerns related to impacts on fish in Lake Merced and on special-status plants and wildlife, and impacts associated with raising lake water levels. See Draft EIR/EIS Section 3.4, Biological Resources, as revised per Final EIR/EIS Chapter 4.

Cultural Resources: Concerns associated with the loss of historic structures (e.g., Vista Grande Canal and Tunnel system). See Draft EIR/EIS Section 3.5, Cultural Resources, as revised per Final EIR/EIS Chapter 4.

Hydrology and Water Quality: Concerns associated with water quality in Lake Merced, and with maintaining Lake Merced surface water levels. See Draft EIR/EIS Section 3.9, Hydrology and Water Quality, as revised per Final EIR/EIS Chapter 4. In addition, concerns with maintaining Lake Merced surface water levels under the proposed project, while the SFPUC's San Francisco Groundwater Supply Project and Groundwater Storage and Recovery Project are under operation, influencing the underlying groundwater basin. See Draft EIR/EIS Section 3.9.6.4, discussing the cumulative operational effects of these projects on lake levels.

Recreation: Concerns related to public uses of the Project area, particularly Fort Funston and Lake Merced, and the potential impacts of the Project on public uses such as boating, swimming, surfing, and bird watching. See Draft EIR/EIS Section 3.13, Recreation.

TABLE ES-1
COMPARISON OF SIGNIFICANT IMPACTS OF PROJECT TO IMPACTS OF ALTERNATIVES UNDER CEQA

Impact	Proposed Project	Tunnel Alignment Alternative	Canal Configuration Alternative	No Project/No Action Alternative
Aesthetics				
Day and Nighttime Views	**Impact AES-3:** Project construction could result in a new source of substantial light or glare that would adversely affect day or nighttime views in the area. It is anticipated that tunneling activities could occur 24 hours per day in two to three shifts, and construction of the replacement pipe section and piers on the beach would necessitate 24-hour work over a period of several days to one week. Construction would create a new temporary source of nighttime lighting in the immediate area and the light and glare effects from Project construction could be substantial. (Less than Significant with Mitigation)	**Similar** The Tunnel Alignment Alternative would include the same types of temporary aboveground components and activities during construction as the proposed Project, and the methods and duration required to construct the Tunnel Alignment Alternative would be similar to the Tunnel portion of the proposed Project. (Less than Significant with Mitigation)	**Similar** The methods and duration to construct the Canal Configuration Alternative would not change compared to the proposed Project. (Less than Significant with Mitigation)	**No Impact** No physical component of the proposed Project would be constructed, and there would be no impacts to aesthetic resources. (No Impact)
Scenic Vista, Scenic Resource, Visual Character, and Visual Quality	**Impact AES-2:** Project operation would not result in a substantial adverse impact on a scenic vista, scenic resource, or on the visual character or quality of the site or its surroundings. The design character of the treatment wetland cells would integrate the treatment wetlands and associated infrastructure with the existing visual environment of the Project site. The Project would reduce the contrast of the Ocean Outlet and the surrounding scenery to a moderately low level by reducing the size of the structure and would provide better views of the area. Approximately every 25 years, the Ocean Outlet would be reconstructed and appear similar to the initial rehabilitation of the structure, and long-term impacts would be as described for the proposed structure. (Less than Significant)	**Increased** If a new ocean outlet location is selected, a third outlet structure (in addition to the existing Ocean Outlet structure and SFPUC's outlet structure) would be present along the beach and toe of the cliff below Fort Funston within an area of approximately 150 feet or less. This would increase the overall level of visual contrast in this location and would not provide the benefit of removing an obstruction to views. Visual conditions would remain similar to existing conditions in the vicinity of the existing outlet structure; with an additional outlet that would be moved as bluff erosion continues, as under the proposed Project. (Less than Significant)	**Similar** The design character of the treatment wetland cell would integrate the treatment wetland and associated infrastructure with the existing visual environment of the Project site. (Less than Significant)	**No Impact** Ongoing periodic maintenance activities would not be noticeable or intrude on the visual character and quality of the Project area. Future uncontrolled flood events could damage public facilities and private properties in the vicinity of Lake Merced, which could degrade the visual character and quality of the area. (No Impact)

TABLE ES-1 (Continued)
COMPARISON OF SIGNIFICANT IMPACTS OF PROJECT TO IMPACTS OF ALTERNATIVES UNDER CEQA

Impact	Proposed Project	Tunnel Alignment Alternative	Canal Configuration Alternative	No Project/No Action Alternative
Air Quality				
Air Quality Standards	**Impact AIR-1:** The Project would not violate any air quality standard or contribute substantially to an existing or projected air quality violation. Without appropriate dust controls, dust emissions generated within federally administered areas could contribute to the SFBAAB's existing PM10 and PM2.5 non-attainment status, a potentially significant impact. (Less than Significant with Mitigation)	**Similar** The Tunnel Alignment Alternative would have similar construction characteristics of the Project. The construction methods and duration to construct this alternative would not change compared to the Tunnel portion of the Project, except that a micro tunnel boring machine would be used in place of a mini excavator. (Less than Significant with Mitigation)	**Decreased** The Canal Configuration Alternative would have many similar construction characteristics of the Project. The construction methods for Canal Configuration Alternative would not change compared to the Project, except that the collection box and box culvert would not be constructed. (Less than Significant with Mitigation)	**No Impact** No construction emissions would be generated by this alternative. Regarding operational emissions, there would be no changes to the existing operations of the project site. (No Impact)
Cumulative Emissions Impacts	**Impact AIR-2:** The Project could result in a cumulatively considerable net increase of ozone, PM10, or PM2.5 (for which the SFBAAB is in non-attainment), including releasing emissions which exceed quantitative thresholds for ozone precursors. Construction activities would result in cumulatively significant fugitive dust emissions. (Less than Significant with Mitigation)	**Similar** The Tunnel Alignment Alternative would have similar construction characteristics of the Project. (Less than Significant with Mitigation)	**Similar** The Canal Configuration Alternative would have many similar construction characteristics and nearly identical methods as the Project. (Less than Significant with Mitigation)	**No Impact** No construction emissions would be generated and operational emissions would not change. (No Impact)
Biological Resources				
Special-Status Plant Species	**Impact BIO-1:** Construction of the Project could have a substantial adverse effect either directly or through habitat modifications, on plant species identified as sensitive or special-status in local or regional plans, policies, or regulations, or by the CDFW or USFWS. Project construction activities including materials and equipment staging at multiple sites within at Fort Funston associated with the Vista Grande Tunnel and Ocean Outlet replacement, maintenance on and use of the Avalon Canyon Road beach access route, and construction of the Impound Lake discharge structure could result in impacts to special-status plant populations and their supporting vegetation communities. (Less than Significant with Mitigation)	**Similar** The methods and duration to construct this alternative would not change substantially compared to the proposed Project, and similar impacts on sensitive and special-status plant species and sensitive vegetation communities are expected. Similar to the Project, potential impacts to special-status plants and the sensitive natural community central dune scrub would be significant. (Less than Significant with Mitigation)	**Similar** The methods and duration to construct this alternative would not change substantially compared to the proposed Project, and similar impacts on special-status plant species and sensitive vegetation communities are expected. Like with the Project, potential impacts to special-status plants and the sensitive natural community central dune scrub would be significant. (Less than Significant with Mitigation)	**No Impact** With the No Project/No Action Alternative there would be no change to sensitive natural and special-status plants in the study area. (No Impact)

TABLE ES-1 (Continued)
COMPARISON OF SIGNIFICANT IMPACTS OF PROJECT TO IMPACTS OF ALTERNATIVES UNDER CEQA

Impact	Proposed Project	Tunnel Alignment Alternative	Canal Configuration Alternative	No Project/No Action Alternative
Biological Resources (cont.)				
Special-Status Reptile Species	**Impact BIO-2:** Project construction could have a substantial adverse effect either directly or through habitat modifications, on reptile species identified as special-status in local or regional plans, policies, or regulations, or by the CDFW or USFWS. Construction of the Lake Merced overflow structure in South Lake and the outlet structure on the bank and within waters of Impound Lake could adversely affect the western pond turtle by direct mortality, should it be present, which would be a significant impact. (Less than Significant with Mitigation)	**Similar** The methods and duration to construct this alternative would not change substantially compared to the proposed Project, and similar impacts on special-status animal species are expected. (Less than Significant with Mitigation)	**Similar** The methods and duration to construct this alternative would not change substantially compared to the proposed Project, and similar impacts on special-status animal species are expected. Like the Project, construction of the Lake Merced outlet structure on the bank and within waters of Impound Lake could adversely affect western pond turtle. (Less than Significant with Mitigation)	**No Impact** With the No Project/No Action Alternative there would be no change to special-status reptile species in the study area. (No Impact)
Migratory Bird Species and Special-Status Bird Species	**Impact BIO-3:** Construction of the Project could have a substantial adverse effect either directly or through habitat modifications, on migratory birds and/or on bird species identified as special-status in local or regional plans, policies, or regulations, or by the CDFW or USFWS. Construction activities could disrupt birds attempting to nest in the vicinity of the Project site, disrupt parental foraging activity, or displace mated pairs with territories in the Project vicinity. (Less than Significant with Mitigation)	**Similar** The methods and duration to construct this alternative would not change substantially compared to the proposed Project, and similar impacts on migratory and special-status bird species are expected. Like with the Project, adverse effects on special-status and migratory birds associated with construction during the breeding birds season, the use of nighttime lighting, and increased noise and visual disturbance would be significant. (Less than Significant with Mitigation)	**Similar** The methods and duration to this alternative would not change substantially compared to the proposed Project, and similar impacts on migratory and special-status bird species are expected. Like with the Project, adverse effects on special-status and migratory birds associated with construction during the breeding birds season, the use of nighttime lighting, and increased noise and visual disturbance would be significant. (Less than Significant with Mitigation)	**No Impact** With the No Project/No Action Alternative there would be no change to special-status bird species in the study area. (No Impact)
Special-Status Bat Species	**Impact BIO-4:** Construction of the Project could have a substantial adverse effect either directly or through habitat modifications, on bats identified as special-status in local or regional plans, policies, or regulations, or by the CDFW or USFWS. Clearing vegetation (including trees) and removing structures in support of Project construction could result in direct mortality of special-status bats roosting in tree cavities, under bark, and in structures within the	**Similar** The methods and duration to construct this alternative would not change substantially compared to the proposed Project, and similar impacts on bat species are expected. Adverse effects on special status bats associated with tree removal and structure modification would be similar to the Project. (Less than Significant with Mitigation)	**Similar** The methods and duration to construct this alternative would not change substantially compared to the proposed Project, and similar impacts on bat species are expected. Adverse effects on special-status bats associated with tree removal and structure modification would be similar to the Project. (Less than Significant with Mitigation)	**No Impact** With the No Project/No Action Alternative there would be no change to special-status bat species in the study area. (No Impact)

TABLE ES-1 (Continued)
COMPARISON OF SIGNIFICANT IMPACTS OF PROJECT TO IMPACTS OF ALTERNATIVES UNDER CEQA

Impact	Proposed Project	Tunnel Alignment Alternative	Canal Configuration Alternative	No Project/No Action Alternative
Biological Resources (cont.)				
Special-Status Bat Species (cont.)	Project site. Direct mortality of special-status bats would be a significant impact. Additionally, common bats may establish maternity roosts in these same locations which are protected under CEQA. (Less than Significant with Mitigation)			
Central Dune Scrub	**Impact BIO-5:** Project construction could have a substantial adverse effect on central dune scrub, a sensitive natural community identified by the CDFW. Impacts to central dune scrub are expected to occur during Project-related improvements to the Avalon Canyon access road and through use of the proposed staging area at Fort Funston where approximately 0.497-acre of central dune scrub is present on the eastern and southern boundaries. In addition, restored central dune scrub has been established near Impound Lake where the outlet structure is proposed; however, the Project facilities are not located in areas where central dune scrub has been mapped. (Less than Significant with Mitigation)	**Similar** The methods and duration to construct this alternative would not change substantially compared to the proposed Project, and similar impacts on sensitive vegetation communities are expected. Similar to the Project, removal of central dune scrub vegetation would be considered a significant impact. (Less than Significant with Mitigation)	**Similar** The methods and duration to construct this alternative would not change substantially compared to the proposed Project, and similar impacts on sensitive vegetation communities are expected. Like with the Project, potential impacts to the sensitive natural community central dune scrub would be significant. (Less than Significant with Mitigation)	**No Impact** With the No Project/No Action Alternative there would be no change to a sensitive natural community in the study area. (No Impact)
Upland Vegetation Communities	**Impact BIO-6:** Project construction would not have a substantial adverse effect on upland vegetation communities identified in local or regional plans, policies, regulations, or by the CDFW or USFWS. Trees that may be impacted by the Project during construction occur in an area managed by the San Francisco Department of Public Works (SFDPW) or located on San Francisco owned land. Such areas are subject to Article 16, Section 808 of the Public Works Code as designated street or significant trees. (Less than Significant with Mitigation)	**Similar** The methods and duration to construct this alternative would not change substantially compared to the proposed Project, and similar impacts on upland vegetation communities are expected. (Less than Significant with Mitigation)	**Similar** The methods and duration to construct this alternative would not change substantially compared to the proposed Project, and similar impacts on upland vegetation communities are expected. During construction, trees could be removed within the Project area during construction. (Less than Significant with Mitigation)	**No Impact** With the No Project/No Action Alternative there would be no change to an upland vegetation community in the study area. (No Impact)

TABLE ES-1 (Continued)
COMPARISON OF SIGNIFICANT IMPACTS OF PROJECT TO IMPACTS OF ALTERNATIVES UNDER CEQA

Impact	Proposed Project	Tunnel Alignment Alternative	Canal Configuration Alternative	No Project/No Action Alternative
Biological Resources (cont.)				
Sensitive Communities	**Impact BIO-7:** Construction of the Project would have a substantial adverse effect on sensitive communities identified in local or regional plans, policies, regulations, or by CDFW or USFWS through the introduction or spread of invasive plants. Project construction activities could contribute to the spread of invasive plants and introduce new invasive plants to the study area through earth moving, transport of vehicles, equipment and materials, and unanticipated sediment dispersal during rain events which would be a significant impact. (Less than Significant with Mitigation)	**Similar** The methods and duration to construct this alternative would not change substantially compared to the proposed Project, and similar impacts on sensitive vegetation communities are expected. Like with the Project, work areas, staging areas, and access roads cleared of non-sensitive upland vegetation could contribute to the spread of invasive plants and introduce new invasive plants to the Project study area through earth moving, transport of vehicles, equipment and materials, and unanticipated sediment dispersal during rain events. (Less than Significant with Mitigation)	**Similar** The methods and duration to construct this alternative would not change substantially compared to the proposed Project, and similar impacts on sensitive vegetation communities are expected. (Less than Significant with Mitigation)	**No Impact** With the No Project/No Action Alternative there would be no change to a sensitive community in the study area. (No Impact)
Wetlands and Other Jurisdictional Waters	**Impact BIO-8:** Project construction could have a substantial adverse effect on wetlands and other jurisdictional waters. Project impacts to these potential jurisdictional features would involve temporary and permanent discharges of structures and/or fill within waters and wetlands, and/or alterations of the bed and/or banks of a lake or stream, to accommodate Project activities. (Less than Significant with Mitigation)	**Similar** The methods and duration to construct this alternative would not change substantially compared to the proposed Project, and similar impacts on potential federally jurisdictional wetlands and other waters are expected. As under the Project, there are no impacts to potential jurisdictional features from the tunnel component itself. Impacts to potential jurisdictional waters associated with rehabilitating the existing Ocean Outlet would not exceed those described under the Project. (Less than Significant with Mitigation)	**Decreased** The methods and duration to construct this alternative would not change substantially compared to the proposed Project, and similar impacts on potential federally jurisdictional wetlands and other waters are expected. Impacts to potential jurisdictional wetlands and waters associated with constructing the new facilities at Lake Merced would be less than those described under the Project due to the reduced modifications to the Canal. (Less than Significant with Mitigation)	**No Impact** With the No Project/No Action Alternative there would be no change to wetlands and other jurisdictional waters in the study area. (No Impact)
Native Resident Fish Species	**Impact BIO-9:** Construction of the Project could impede movement of native resident fish species. A variety of common fish species reside in Lake Merced and could be adversely affected by in-water work at the lake associated with the Project. (Less than Significant with Mitigation)	**Similar** The methods and duration to construct this alternative would not change substantially compared to the proposed Project, and similar impacts on fish species are expected. (Less than Significant with Mitigation)	**Similar** The methods and duration to construct this alternative would not change substantially compared to the proposed Project, and similar impacts on fish species are expected. Like the Project, construction of the Lake Merced outlet structure on the bank and within waters of Impound Lake could adversely affect common fish species. (Less than Significant with Mitigation)	**No Impact** With the No Project/No Action Alternative there would be no change to fish species in the study area. (No Impact)

TABLE ES-1 (Continued)
COMPARISON OF SIGNIFICANT IMPACTS OF PROJECT TO IMPACTS OF ALTERNATIVES UNDER CEQA

Impact	Proposed Project	Tunnel Alignment Alternative	Canal Configuration Alternative	No Project/No Action Alternative
Biological Resources (cont.)				
Native Resident or Migratory Species	**Impact BIO-10:** Construction of the Project could interfere substantially with the movement of native resident or migratory species or with established native resident or migratory corridors, or impede the use of nursery sites. Construction activities associated with the Ocean Outlet and the submarine outfall on Ocean Beach and those associated with the Fort Funston tunnel shaft staging and work area could adversely impact birds migrating along the Pacific Flyway and nearby resident wildlife with the introduction of night lighting into an otherwise dark environment. (Less than Significant with Mitigation)	**Similar** The methods and duration to construct this alternative would not change substantially compared to the proposed Project, and similar impacts on resident and migratory species are expected. Like with the Project, adverse effects on special-status and migratory birds associated with construction during the breeding birds season, the use of nighttime lighting, and increased noise and visual disturbance would be significant. (Less than Significant with Mitigation)	**Similar** The methods and duration to construct this alternative would not change substantially compared to the proposed Project, and similar impacts on resident species, migratory species, and wildlife nursery sites are expected. Like with the Project, adverse effects on special-status and migratory birds associated with construction during the breeding bird season, the use of nighttime lighting, and increased noise and visual disturbance would be significant. (Less than Significant with Mitigation)	**No Impact** With the No Project/No Action Alternative there would be no change to resident species, migratory species, and wildlife nursery sites in the study area. (No Impact)
Lake Merced Plant Species	**Impact BIO-12:** Project operation could adversely affect central dune scrub, thimbleberry, wax myrtle, and canyon live oak scrub, and Vancouver rye grassland associated with Lake Merced. Loss of central dune scrub would be less than 1 percent under the Project and canyon live oak would be unaffected. Wax myrtle scrub would be unaffected by increased lake levels up to 9 feet City Datum but would incur a 12.50 percent loss at a 10 feet City Datum WSE, which would be considered significant. Thimbleberry scrub occurs above 13 feet City Datum and would not be inundated by rising water surface elevations under any scenario. Vancouver rye grassland would incur losses below 10 percent with an increase in lake levels up through 9 feet City Datum but would experience significant impacts at 10 feet where there would be a 46.15 percent loss (i.e., if the target maximum of 9.5 WSE was selected). (Less than Significant with Mitigation)	**Similar** The Tunnel Alignment Alternative would not change operational impacts on special-status plant species associated with Project implementation. (Less than Significant with Mitigation)	**Similar** Operation of the Canal Configuration Alternative would result in similar impacts on special-status plant species as the proposed Project. (Less than Significant with Mitigation)	**No Impact** With the No Project/No Action Alternative there would be no change to special-status plant species in the study area. (No Impact)

TABLE ES-1 (Continued)
COMPARISON OF SIGNIFICANT IMPACTS OF PROJECT TO IMPACTS OF ALTERNATIVES UNDER CEQA

Impact	Proposed Project	Tunnel Alignment Alternative	Canal Configuration Alternative	No Project/No Action Alternative
Biological Resources (cont.)				
Lake Merced Wildlife	**Impact BIO-15:** Project operation could adversely affect native wildlife nursery sites associated with Lake Merced. Water level increases above 9 feet City Datum under the Project that persist for more than one month (i.e., with a target maximum WSE of 9.5 feet) would result in the change in habitat attributed to the Project in excess of 10 percent which would be considered a significant impact on these wildlife nursery sites. (Less than Significant with Mitigation)	**Similar** The Tunnel Alignment Alternative would not change operational impacts on wildlife nursery sites associated with Project implementation. (Less than Significant with Mitigation)	**Increased** Operation of the Canal Configuration Alternative would result in similar impacts on wildlife nursery sites as the proposed Project. A smaller treatment wetland would offer 0.4 acre less habitat to wildlife than the treatment wetlands proposed under the Project. (Less than Significant with Mitigation)	**No Impact** With the No Project/No Action Alternative there would be no change to wildlife nursery sites in the study area. (No Impact)
Cultural and Paleontological Resources				
Historical Resource	**Impact CUL-1:** The Project would cause a substantial adverse change in the significance of a historical resource because it would demolish the majority of the historic Vista Grande Canal and Tunnel. Construction would substantially affect the vast majority of the historic Vista Grande Canal and Tunnel as an entire drainage system. (Significant and Unavoidable)	**Decreased** The Canal improvements under the proposed Project paired with the Tunnel Alignment Alternative would adversely affect most of the Vista Grande Canal and Tunnel system as a whole, though less than the proposed Project. The Canal Configuration Alternative paired with the Tunnel Alignment Alternative would adversely affect most of the Vista Grande Canal and Tunnel as a whole. (Significant and Unavoidable)	**Decreased** The Tunnel improvements under the proposed Project paired with the Canal Configuration Alternative would have an adverse impact on most of the Vista Grande Canal and Tunnel system as a whole, though less than the proposed Project. The Canal Configuration Alternative paired with the Tunnel Alignment Alternative would adversely affect most of the Vista Grande Canal and Tunnel as a whole. (Significant and Unavoidable)	**No Impact** No new construction or ground-disturbing activities would occur under the No Project/No Action Alternative. (No Impact)
Archaeological Resource	**Impact CUL-2:** The Project could cause a substantial adverse change in the significance of an archaeological resource, including shipwrecks. While unlikely, ground-disturbing activities could expose and cause impacts on unknown archaeological resources or shipwrecks, which would be a potentially significant impact. The existing outlet is approximately 900 feet north of the shipwreck remains. (Less than Significant with Mitigation)	**Increased** Similar to the proposed Project, ground disturbing activities for the Tunnel Alignment Alternative would have the potential to uncover previously unknown archaeological resources. The Ocean Outlet structure associated with the Tunnel Alignment Alternative could be slightly closer to the 1882 schooner Neptune that wrecked in 1900 than the proposed Project. (Less than Significant with Mitigation)	**Similar** Similar to the proposed Project, ground disturbing activities for the Canal Configuration Alternative would have the potential to uncover previously unknown archaeological resources. (Less than Significant with Mitigation)	**No Impact** No new construction or ground-disturbing activities would occur under the No Project/No Action Alternative. (No Impact)

TABLE ES-1 (Continued)
COMPARISON OF SIGNIFICANT IMPACTS OF PROJECT TO IMPACTS OF ALTERNATIVES UNDER CEQA

Impact	Proposed Project	Tunnel Alignment Alternative	Canal Configuration Alternative	No Project/No Action Alternative
Cultural and Paleontological Resources (cont.)				
Human Remains	**Impact CUL-3:** Project construction could disturb human remains. Project construction could result in direct impacts to previously undiscovered human remains during earthmoving activities. (Less than Significant with Mitigation)	**Similar** Similar to the proposed Project, ground disturbing activities for the Tunnel Alignment Alternative would have the potential to uncover human remains. (Less than Significant with Mitigation)	**Similar** Similar to the proposed Project, ground disturbing activities for the Tunnel Alignment Alternative would have the potential to uncover human remains. (Less than Significant with Mitigation)	**No Impact** No new construction or ground-disturbing activities would occur under the No Project/No Action Alternative. (No Impact)
Geology and Soils				
People and Structures	**Impact GEO-1:** Construction, operation, and maintenance of the Project could expose people or structures to potential substantial adverse effects involving strong seismic ground shaking and/or seismic-related ground failure. Holocene slip was observed in trench exposures of the Serra Fault and geotechnical investigation concluded there is a high potential for rupture as a result of faulting within the proposed tunnels alignment. Groundshaking during an earthquake in the Project area has the potential to be strong, with peak ground acceleration around 0.6 g, which could result in significant groundshaking effects on the proposed facilities. Also, seismic damage due to liquefaction and related phenomena could occur along the pipeline and at other facilities. In particular, the new tunnel portal and Lake Merced overflow inlet are planned in an area of potentially liquefiable soil. (Less than Significant with Mitigation)	**Similar** As with the Project, structural damage to facilities could occur as a result of strong seismic groundshaking. As with the Project, the Tunnel Alignment Alternative also has the potential for seismic-related ground failure resulting from liquefaction and lateral spreading. (Less than Significant with Mitigation)	**Similar** Structural damage to facilities could occur as a result of strong seismic groundshaking and/or seismic-related ground failure. As with the Project, the Canal Configuration Alternative has the potential to encounter liquefaction and lateral spreading. (Less than Significant with Mitigation)	**No Impact** Under the No Project/No Action Alternative, improvements that address the storm-related flooding in the Vista Grande Drainage Basin would not be implemented. The Project site would continue to experience existing levels of geologic and seismic hazards. (No Impact)
Soil Erosion and Loss of Topsoil	**Impact GEO-2:** The Project could result in substantial soil erosion or the loss of topsoil. Construction activities such as excavating, trenching, and grading can remove stabilizing vegetation and expose areas of loose soil that, if not properly stabilized during construction, can be subject to erosion by wind and stormwater runoff, potentially	**Similar** As with the Project, the Tunnel Alignment Alternative construction could result in erosion from wind and stormwater runoff. (Less than Significant with Mitigation)	**Similar** As with the Project, the Canal Configuration Alternative construction could result in erosion from wind and stormwater runoff. (Less than Significant with Mitigation)	**No Impact** Under the No Project/No Action Alternative, improvements that address the storm-related flooding in the Vista Grande Drainage Basin would not be implemented. Daly City would continue to use the existing ocean outlet structure at Fort Funston which would continue to contribute to erosion of the cliff

TABLE ES-1 (Continued)
COMPARISON OF SIGNIFICANT IMPACTS OF PROJECT TO IMPACTS OF ALTERNATIVES UNDER CEQA

Impact	Proposed Project	Tunnel Alignment Alternative	Canal Configuration Alternative	No Project/No Action Alternative
Geology and Soils (cont.)				
Soil Erosion and Loss of Topsoil (cont.)	resulting in a significant impact with respect to soils. Also, during operation of the project, erosion and improper water flow could occur within the retaining wall backdrain systems if they are not properly maintained. (Less than Significant with Mitigation)			face where it is located. The Project site would continue to experience existing levels of geologic and seismic hazards. (No Impact)
Unstable Soil	**Impact GEO-3:** The Project may be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the Project. The outlet structure is in an area where the potential for shallow or wedge failures up to about 10 to 15 feet thick under static conditions is moderate to high. During large seismic events, the potential for relatively large-scale landsliding is high. In addition, there is landslide potential at Avalon Canyon which would provide beach access during construction of the outlet structure. (Less than Significant with Mitigation)	**Similar** As with the Project, excavations could trigger slope failures that could result in landslides, slumps, soil creep, or debris flows. (Less than Significant with Mitigation)	**Similar** As with the Project, excavations could trigger slope failures that could result in landslides, slumps, soil creep, or debris flows. (Less than Significant with Mitigation)	**No Impact** Under the No Project/No Action Alternative, improvements that address the storm-related flooding in the Vista Grande Drainage Basin would not be implemented. The Project site would continue to experience existing levels of geologic and seismic hazards. (No Impact)
Life and Property	**Impact GEO-4:** The proposed Project would not create substantial risks to life or property due to expansive or corrosive soils. Project area soils have a mild to moderate corrosion potential which could corrode the micropiles. (Less than Significant with Mitigation)	**Similar** Like with the Project, the area soils have a mild to moderate corrosion potential. (Less than Significant with Mitigation)	**Similar** As with the Project, the area soils have a mild to moderate corrosion potential. (Less than Significant with Mitigation)	**No Impact** Under the No Project/No Action Alternative, improvements that address the storm-related flooding in the Vista Grande Drainage Basin would not be implemented. The Project site would continue to experience existing levels of geologic and seismic hazards. (No Impact)
Greenhouse Gas Emissions and Climate Change				
Greenhouse gas emissions during construction	**Impact GHG-1:** Project construction could generate GHG emissions above regulatory thresholds. If tunnel drives are constructed concurrently, and/or if tunneling occurs on a 24-hour basis, total short-term construction-related GHG emissions would be above BAAQMD's quantitative threshold of 1,100 metric tons CO2e for non-stationary sources during construction year 2, a significant impact. (Less than Significant with Mitigation)	**Similar** The Tunnel Alignment Alternative would include similar construction characteristics and any differences in equipment used would result in a similar level of GHG emissions as the proposed Project during Construction year 2. (Less than Significant with Mitigation)	**Similar** Although construction of the collection box and box culvert would be eliminated, thereby reducing GHG emissions compared to the proposed Project, tunnel construction would occur, which would result in a significant impact during construction year 2. (Less than Significant with Mitigation)	**No Impact** No construction emissions would be generated, and operational emissions would not change. (No Impact)

TABLE ES-1 (Continued)
COMPARISON OF SIGNIFICANT IMPACTS OF PROJECT TO IMPACTS OF ALTERNATIVES UNDER CEQA

Impact	Proposed Project	Tunnel Alignment Alternative	Canal Configuration Alternative	No Project/No Action Alternative
Hazards and Hazardous Materials				
Public and Environment	**Impact HAZ-2:** Project construction could result in a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment. Lead is a known contaminant within 0.25 mile of the Project site. During construction, ground-disturbing activities could unearth UXO, which would pose a safety risk to workers on-site. (Less than Significant with Mitigation)	**Similar** Like with the Project, construction activities could expose the environment, public or construction personnel to contaminated soils or groundwater or to UXO. (Less than Significant with Mitigation)	**Similar** Like with the Project, construction activities could expose the environment, public or construction personnel to contaminated soils, or groundwater. (Less than Significant with Mitigation)	**No Impact** Under the No Project/No Action Alternative, the Project would not be implemented; therefore, no hazards or hazardous materials-related impacts would occur. The Project site would continue to experience existing levels of public safety hazards. (No Impact)
Emergency Response Plan and Emergency Evacuation Plan	**Impact HAZ-3:** Project construction would not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan. Construction could affect the availability of travel lanes when construction occurs within or adjacent to John Muir Drive, due to the presence of large, slow-moving trucks that may cause delays. These delays could interfere with implementation of the Emergency Response Plan, which would be a significant impact. (Less than Significant with Mitigation)	**Similar** Construction activities associated with the Tunnel Alignment Alternative would result in impacts on emergency access similar to those identified for the Project. (Less than Significant with Mitigation)	**Similar** Like the Project, construction could interfere or disrupt the evacuation route along John Muir Drive, as identified in San Francisco's Emergency Response Plan, due to the presence of large, slow-moving trucks that may cause delays. (Less than Significant with Mitigation)	**No Impact** Under the No Project/No Action Alternative, the Project would not be implemented; therefore, no hazards or hazardous materials-related impacts would occur. The Project site would continue to experience existing levels of public safety hazards. (No Impact)
Hydrology and Water Quality				
Water Quality Standards	**Impact HYD-1:** Project construction could violate water quality standards and/or waste discharge requirements, provide substantial additional sources of polluted runoff, or otherwise substantially degrade water quality. Construction of the Lake Merced outlet structure on the bank and within waters of Impound Lake and of the Lake Merced overflow structure in South Lake could result in discharges of pollutants to Lake Merced directly, resulting in substantial water quality effects. (Less than Significant with Mitigation)	**Similar** The construction methods and duration to construct this alternative would not substantially differ as compared to the Tunnel portion of the proposed Project, and impacts associated with the Canal portion would either be identical to the proposed Project or the Canal Configuration Alternative. (Less than Significant with Mitigation)	**Similar** As with the proposed Project, construction of the Lake Merced overflow structure in South Lake and the outlet structure on the bank and within waters of Impound Lake could result in discharges of pollutants to Lake Merced directly. (Less than Significant with Mitigation)	**No Impact** Under the No Project/No Action Alternative, the Project would not be implemented; therefore, no construction related water quality impacts would occur. (No Impact)

TABLE ES-1 (Continued)
COMPARISON OF SIGNIFICANT IMPACTS OF PROJECT TO IMPACTS OF ALTERNATIVES UNDER CEQA

Impact	Proposed Project	Tunnel Alignment Alternative	Canal Configuration Alternative	No Project/No Action Alternative
Hydrology and Water Quality (cont.)				
Alteration of Coastal Landforms or Processes	**Impact HYD-9:** The Project could conflict with plans, policies, or regulations related to alteration of coastal landforms or processes adopted for the purpose of avoiding or mitigating an environmental effect. The alteration of coastal processes would result in a potentially significant impact relating to coastal processes such as bluff retreat and alterations to the beach profile. In addition, the proposed Project could conflict with California Coastal Act Sections 30235 and 30253 and/or NPS Management Policies (described in Draft EIR/EIS Section 3.9.2.1) should bluff erosion rates an patterns alter as a result of the proposed d Project, including a local decrease of the sediment availability at the site due to diminished sand supply. (Significant and Unavoidable)	**Similar** Under this alternative, the new tunnel would terminate in a new or rehabilitated Ocean Outlet structure. If the option to connect to the existing Ocean Outlet location is selected, construction and long-term maintenance of the Ocean Outlet structure would be as described for the proposed Project. However, under this alternative, a new tunnel would be constructed to meet the terminus of the existing tunnel at the current extent of the bluff face. As the bluff recedes, both the existing abandoned-in-place tunnel and the new tunnel would become exposed, resulting in an adverse effect related to alterations of coastal landforms and coastal processes. Also, the exposure and rehabilitation of structures under this alternative could conflict with the California Coastal Act Section 30235 and 30253 and/or NPS Management Policies. (Significant and Unavoidable)	**Similar** Impacts associated with the Canal portion would either be identical to the proposed Project or the Tunnel Alignment Alternative. (Significant and Unavoidable)	**No Impact** Under the No Project/No Action Alternative, the Project would not be implemented; therefore, no alteration of coastal processes or conflicts with plans, policies, or regulations would occur. (No Impact)
Land Use				
Land Use Policies	**Impact LU-1:** The Project could be inconsistent with some of the sub-policies of the Coastal Act and with portions of the NPS Management Policies regarding coastal processes. (Significant and Unavoidable)	**Increased** The development of a new tunnel and potentially a new Ocean Outlet to the south of the existing structures may conflict with NPS Management Policies for coastal processes by introducing new developments in an area subject to wave erosion or active shoreline processes when a practicable alternative. (Significant and Unavoidable)	**Similar** Impacts associated with the Canal portion would either be identical to the proposed Project or the Tunnel Alignment Alternative. (Significant and Unavoidable)	**No Impact** Because the Project would not be implemented, no potential conflict with the Coastal Act or NPS Management Policies would occur. (No Impact)
Noise and Vibration				
Temporary Noise	**Impact NOI-1:** Project construction could temporarily expose persons to or generate noise levels in excess of local noise	**Similar** The location of the tunnel shaft would be somewhat farther from the nearest	**Increased** **Impact ALT-NOI-1:** This alternative would not construct a collection box and	**No Impact** Because no new construction would occur under the No Project/No Action Alternative,

TABLE ES-1 (Continued)
COMPARISON OF SIGNIFICANT IMPACTS OF PROJECT TO IMPACTS OF ALTERNATIVES UNDER CEQA

Impact	Proposed Project	Tunnel Alignment Alternative	Canal Configuration Alternative	No Project/No Action Alternative
Noise and Vibration (cont.)				
Temporary Noise (cont.)	ordinances or create a substantial temporary increase in ambient noise levels. (Less than Significant with Mitigation)	sensitive receptor compared to Tunnel portion of the Project. However, the location of the Lake Merced Portal would be farther from the nearest residential receiver than under the proposed Project. (Less than Significant with Mitigation)	box culvert, which would reduce the duration of construction activity. However, it would decrease the distance between the location of impact pile driving and the nearest residential receptors, resulting in noise levels up to 82 dBA and exceeding the 70 dBA Leq speech interference threshold for greater than two weeks. A noise reduction of at least 12 dBA may not be achieved with mitigation, and, therefore noise impacts associated with construction-related activities could remain significant. (Potentially Significant and Unavoidable)	no construction noise would be generated by this alternative, which would result in no impact. (No Impact)
Groundborne Vibration and Noise Levels	**Impact NOI-2:** Project construction could result in the exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels. The vibration levels at the Missile Assembly Building in Fort Funston would be above the FTA's building damage threshold for susceptible buildings. (Less than Significant with Mitigation)	**Increased** The nearest vibration-sensitive receiver to the where pile driving activities would take place is the Mission Assembly Building located in Fort Funston. The vibration levels would be above both the FTA's construction vibration and building damage thresholds for historic land uses. (Less than Significant with Mitigation)	**Increased** **Impact ALT-NOI-2:** Project-related vibration levels at the nearest residential building located approximately 200 feet south-east from the John Muir Drive crossing and diversion structure would remain significant and unavoidable after mitigation. (Significant and Unavoidable)	**No Impact** Because no new construction would occur under the No Project/No Action Alternative, no ground-borne vibration would be generated by this alternative, which would result in no impact. (No Impact)
Paleontological Resources				
Paleontological Resource, Paleontological Site, Unique Geological Feature	**Impact PAL-1:** The Project would directly or indirectly destroy a unique paleontological resource or site or unique geological feature. Because new disturbance would occur within geologic units with moderate to high potential for paleontological resources, potentially significant fossils could be adversely affected during construction, particularly within the Merced Formation. Furthermore, ground-disturbing activities could expose and cause impacts on unknown paleontological resources, which would be a potentially significant impact. (Less than Significant with Mitigation)	**Similar** Similar to the proposed Project, ground disturbing activities for the Tunnel Alignment Alternative would have the potential to uncover previously unknown paleontological resources or damage unique geologic features. (Less than Significant with Mitigation)	**Similar** Similar to the proposed Project, ground disturbing activities for the Canal Configuration Alternative would have the potential to uncover previously unknown paleontological resources or damage unique geologic features. (Less than Significant with Mitigation)	**No Impact** Because no new construction or ground-disturbing activities would occur under the No Project/No Action Alternative, undiscovered paleontological resources would not be encountered. (No Impact)

TABLE ES-1 (Continued)
COMPARISON OF SIGNIFICANT IMPACTS OF PROJECT TO IMPACTS OF ALTERNATIVES UNDER CEQA

Impact	Proposed Project	Tunnel Alignment Alternative	Canal Configuration Alternative	No Project/No Action Alternative
Transportation and Traffic				
Plans, Ordinances, and Policies	**Impact TRA-1:** Project construction would cause temporary increases in traffic volumes on area roadways, which could cause substantial conflicts with the performance of the circulation system, but would not conflict with applicable plans, ordinances, or policies pertaining to the performance of the circulation system. The increased local congestion/delay and potential conflicts involving Project trucks is considered to be a significant impact. (Less than Significant with Mitigation)	**Similar** Similar to the Project, the increase in traffic volume on local roads would be noticeable, especially due to the slower movements of trucks compared to passenger vehicles, and the increased local congestion/delay and potential conflicts involving trucks is considered to be a significant impact. (Less than Significant with Mitigation)	**Decreased** Daily traffic generated by construction workers and haul/delivery trucks accessing the work site would be somewhat less than for the proposed Project. (Less than Significant with Mitigation)	**No Impact** Under the No Project/No Action alternative, no physical component of the proposed Project would be constructed, and there would be no construction-related impacts to existing transportation conditions on area roadways. (No Impact)
Designated Haul Routes	**Impact TRA-5:** Project construction would result in increased wear-and-tear on the designated haul routes. The wear-and-tear effects on road conditions and driving safety is considered to be a significant impact. Local streets (e.g., Avalon Drive and Fort Funston Road) generally are not built with a pavement thickness that will withstand substantial truck traffic volumes. (Less than Significant with Mitigation)	**Similar** Like with the Project, the use of large trucks to transport equipment and material to and from the Project work site(s) for construction could affect road conditions and driving safety on the designated haul routes by increasing the rate of road wear, which would be considered a significant impact. (Less than Significant with Mitigation)	**Similar** Like with the Project, the use of large trucks to transport equipment and material to and from the Project work site(s) for construction could significantly affect road conditions and driving safety on the designated haul routes by increasing the rate of road wear, which would be considered a significant impact. (Less than Significant with Mitigation)	**No Impact** Under the No Project/No Action alternative, no physical component of the proposed Project would be constructed, and there would be no construction-related impacts to existing transportation conditions on area roadways. (No Impact)

TABLE ES-2
COMPARISON OF SIGNIFICANT IMPACTS OF PROJECT TO IMPACTS OF ALTERNATIVES UNDER NEPA

Impact	Proposed Project	Tunnel Alignment Alternative	Canal Configuration Alternative	No Project/No Action Alternative
Aesthetics	The extended presence of construction equipment and activities at the Fort Funston staging area would be readily noticeable from passive recreation areas adjacent to this site and from trails. Also, views of the dunes in this area would be temporarily replaced by equipment and fencing. Furthermore, construction activities on the beach would be visible to hang gliders passing overhead. Mitigation would reduce visual intrusion of construction activities and equipment, so as to result in a short-term, minor adverse effect on scenic quality. The visual impacts from temporary demolition and construction impacts from restoring the Ocean Outlet and Tunnel approximately every 25 years would be similar to those described for initial demolition of the existing structure and construction of the rehabilitated Ocean Outlet.	Tunnel Alignment Alternative visual resource impacts (construction activities, lighting, and permanent structures) would contribute to visual change in the landscape, particularly related to construction activities at the Fort Funston staging area. With mitigation, changes would not appreciably alter important landscape characteristics, and views would change only slightly, so as to result in short-term, minor, adverse effect on scenic quality. Impacts to visual character and views from restoring the Ocean Outlet and Tunnel as well as restoring the abandoned, existing Ocean Outlet would be moderate, site-specific, long-term, and, thus, greater than the proposed Project.	Like the Project, changes would not appreciably alter important landscape characteristics, and views would change only slightly, so as not to negatively affect scenic quality. Thus, there would be a short-term, minor, adverse effect on scenic quality after mitigation.	Under the No Project/No Action alternative, no physical component of the proposed Project would be constructed, and there would be no impacts to aesthetic resources. Ongoing periodic maintenance activities would not be noticeable or intrude on the visual character and quality of the Project area.
Air Quality	Construction emissions of NOx, ROG, and PM2.5 are estimated to be well under the annual de minimis threshold levels applicable to the Project area The Project therefore would be exempt from General Conformity determination requirements and would have a minor adverse impact on air quality.	The Tunnel Alignment Alternative would require a reduced volume of materials to be off-hauled as compared to the Project, which would reduce the number of truck trips required and their associated emissions. Consequently, construction emissions would be well under annual de minimis threshold levels applicable to the SFBAAB, and have a minor adverse impact on air quality.	The Canal configuration Alternative would not construct the collection box and box culvert, which would result in a reduced duration of construction activity. Also, truck transport of 40,000 cubic yards of excavated materials and clean fill would no longer be needed as would be needed for the proposed Project. Consequently, construction emissions would be well under annual de minimis threshold levels applicable to the SFBAAB, and have a minor adverse impact on air quality.	Because no new construction would occur under the No Project/No Action Alternative, no construction emissions would be generated by this alternative.

TABLE ES-2 (Continued)
COMPARISON OF SIGNIFICANT IMPACTS OF PROJECT TO IMPACTS OF ALTERNATIVES UNDER NEPA

Impact	Proposed Project	Tunnel Alignment Alternative	Canal Configuration Alternative	No Project/No Action Alternative
Vegetation	*Construction* Project construction would have short-term, minor adverse impacts on vegetation communities within the Project site. Adverse effects on vegetation would be mitigated through avoidance, minimization, and mitigation measures. *Operation* Project-related lake level increase would have effects on vegetation surrounding Lake Merced that would be measurable or perceptible in elevation at which certain communities are present, but localized in context of the vegetation communities as a whole which surround the lake. Following mitigation, all impacts would be minor, but long-term.	*Construction* Impacts on sensitive natural community plant populations within the Project site are expected to be at most moderate and short-term, and would be minimized with mitigation. *Operation* Same as for the proposed Project.	*Construction* Impacts to vegetation communities within the Project site would be at most minor and short-term, and would be reduced with mitigation. *Operation* Same as for the proposed Project.	With this alternative, there would be no change to vegetation in the study area. Also, the beneficial effects of implementation of the Project or Alternatives on the biological resources of the watershed, resulting from increases to open water habitat under the Project or Alternatives, would not occur.
Potential Federally Jurisdictional Wetlands and Other Waters and Riparian Habitat	*Construction* Moderate temporary permanent impacts to potential federally jurisdictional wetlands and other waters and to riparian habitat would occur as a result of construction of the Lake Merced outlet structure in Impound Lake and installation of the new facilities within the Canal. Temporary impacts would be restored to pre-project conditions. Unavoidable permanent impacts to potentially jurisdictional other waters would include 1,350 linear feet of replacement associated with modifications to the Canal, Unavoidable permanent adverse impacts would be mitigated by on-site or off-site creation, restoration, or enhancement of previously lost or degraded waters, wetlands, and/or riparian habitats, or payment to a mitigation bank for in-kind credits.	*Construction* Same as for the proposed Project. *Operation* Same as for the proposed Project.	*Construction* Moderate temporary permanent impacts to potential federally jurisdictional wetlands and other waters and to riparian habitat would occur as a result of construction of the Lake Merced outlet structure in Impound Lake and installation of the new facilities within the Canal. Temporary impacts would be restored to pre-project conditions. Unavoidable permanent impacts to potentially jurisdictional other waters would include 350 linear feet of replacement associated with modifications to the Canal, Unavoidable permanent adverse impacts would be mitigated as described for the proposed Project. *Operation* Operational impacts related to increasing the water level at Lake Merced would be as described for the proposed Project.	With the No Project/No Action Alternative there would be no change to jurisdictional wetlands or other waters in the study area. Also, the beneficial effects of implementation of the Project or Alternatives on the biological resources of the watershed, resulting from increases to open water habitat under the Project or Alternatives, would not occur.

TABLE ES-2 (Continued)
COMPARISON OF SIGNIFICANT IMPACTS OF PROJECT TO IMPACTS OF ALTERNATIVES UNDER NEPA

Impact	Proposed Project	Tunnel Alignment Alternative	Canal Configuration Alternative	No Project/No Action Alternative
Potential Federally Jurisdictional Wetlands and Other Waters and Riparian Habitat (cont.)	*Operation* Project operations would have minor, long-term effects on wetlands resulting from increasing the water level at Lake Merced above existing conditions to a target WSE of 7.5 to 9.5 feet City Datum. Impacts associated with the periodic removal of the protruding tunnel and outlet and reconstruction of the outlet would be moderate and require similar methods described under construction for the proposed Project.			
Terrestrial Wildlife and Aquatic Wildlife	*Construction* Adverse impacts on common terrestrial wildlife are expected and include temporary disturbance of habitat or perhaps the loss of a limited number of individuals of a common species. With mitigation, adverse impacts on common terrestrial and aquatic wildlife would be minor and short-term. *Operation* There would be negligible or minor effects on terrestrial wildlife and aquatic habitat resulting from operation of the Project. Beneficial effects on aquatic habitat would likely occur as a result of the increased water volume available to Lake Merced fish species and the maintenance or improvement of water quality.	*Construction* Same as for the proposed Project or Canal Configuration Alternative. *Operation* Same as for the proposed Project or Canal Configuration Alternative.	*Construction* Impacts to terrestrial wildlife and aquatic wildlife would be at most minor and short-term, and would be reduced with mitigation. *Operation* The alternative would offer less habitat for local wildlife due to the smaller size of the treatment capacity of the wetland cell compared to the Project; however, the increase in open waters of Lake Merced resulting from implementation of this alternative would be similar to the proposed Project.	With the No Project/No Action Alternative there would be no change to terrestrial wildlife and aquatic wildlife in the study area. Also, the beneficial effects of implementation of the Project or Alternatives on the biological resources of the watershed, resulting from increases to open water habitat under the Project or Alternatives, would not occur.

TABLE ES-2 (Continued)
COMPARISON OF SIGNIFICANT IMPACTS OF PROJECT TO IMPACTS OF ALTERNATIVES UNDER NEPA

Impact	Proposed Project	Tunnel Alignment Alternative	Canal Configuration Alternative	No Project/No Action Alternative
Special-Status Species	*Construction* Impacts to special-status species such as the Northern coastal scrub communities, Western pond turtles, and various resident and migratory birds would be detectable, but they would not be expected to be outside the natural range of variability of species' populations, their habitats, or the natural processes sustaining them. Adverse effects would be short term and minor, and would be avoided, minimized, or offset by mitigation. *Operation* Rising water levels in Lake Merced resulting from operation of the Project would have minor short-term and long-term effects on special-status plants and animal species in the study area.	*Construction* Like the Project, impacts to special-status plant communities and wildlife would be detectable, but they would not be expected to be outside the natural range of variability of species' populations, their habitats, or the natural processes sustaining them. Adverse effects would be reduced with mitigation. Effects would be at most minor and short-term. *Operation* Same as for the proposed Project.	*Construction* Impacts on special-status species would be at most minor and short-term, and would be reduced with mitigation. Like the Project, impacts to special-status species would be detectable, but they would not be expected to be outside the natural range of variability of species' populations, their habitats, or the natural processes sustaining them. *Operation* Same as for the proposed Project.	With the No Project/No Action Alternative there would be no change to special-status plants and animals in the study area. Also, the beneficial effects of implementation of the Project or Alternatives on the biological resources of the watershed, resulting from increases to open water habitat under the Project or Alternatives, would not occur.
Cultural Resources	The Project would have a major adverse impact on a historic property (the Vista Grande Canal and Tunnel), even with mitigation. Construction activities could result in a minor to major impact by modifying or altering previously unknown archaeological resources, but the impact would be reduced with mitigation. Impacts to known archeological resources, including the Neptune shipwreck, would be negligible after mitigation.	The Canal improvements under the proposed Project paired with the Tunnel Alignment Alternative would adversely affect approximately 69 percent of the Vista Grande Canal and Tunnel system as a whole. The Canal Configuration Alternative paired with the Tunnel Alignment Alternative would adversely affect approximately 61 percent of the Vista Grande Canal and Tunnel as a whole. The Ocean Outlet structure associated with the Tunnel Alignment Alternative could be closer to the wreckage of the schooner Neptune than the proposed Project. This alternative would have the same adverse effect determinations as the proposed Project.	The Tunnel improvements under the proposed Project paired with the Canal Configuration Alternative would have an adverse impact on 53 percent of the Vista Grande Canal and Tunnel system as a whole. The Canal Configuration Alternative paired with the Tunnel Alignment Alternative would adversely affect approximately 61 percent of the Vista Grande Canal and Tunnel as a whole. This alternative would have the same adverse effect determinations as the proposed Project.	Under the No Project/No Action alternative, no physical component of the proposed Project would be constructed and the Vista Grande Canal and Tunnel would be retained. Therefore, no impact on historical resources and archeological resources would occur.

TABLE ES-2 (Continued)
COMPARISON OF SIGNIFICANT IMPACTS OF PROJECT TO IMPACTS OF ALTERNATIVES UNDER NEPA

Impact	Proposed Project	Tunnel Alignment Alternative	Canal Configuration Alternative	No Project/No Action Alternative
Geology and Soils	Construction activities would result in exposing areas of loose soil that could be subject to erosion by wind and stormwater runoff, but after mitigation the Project would have minor adverse effects on soil erosion. The Project also has a potential for liquefaction and lateral spreading to occur during seismic events. After mitigation, adverse effects from seismic events would be minor. Furthermore, the potential for landslides in the Project area is relatively high. However, with mitigation, the adverse effects from landslides would be minor.	Same as for the proposed Project.	Same as for the proposed Project.	Under this alternative the Project site would continue to experience existing levels of geologic and seismic hazards.
Greenhouse Gas Emissions and Climate Change	The Project would have a minor adverse impact with regard to construction related GHG emissions. Operational GHG emissions would be negligible.	The Tunnel Alignment Alternative would require a reduced volume of materials to be off-hauled as compared to the Project, which would reduce the number of truck trips required and their associated emissions. Like the Project, this alternative would have a minor adverse impact with regard to GHG emissions during construction, and a negligible impact during operation and maintenance.	Construction emissions under this alternative would be reduced compared to the Project because of the reduced amount of excavation and construction associated with the elimination of the collection box and box culvert. Like the Project, this alternative would have a minor adverse impact with regard to GHG emissions during construction, and a negligible impact during operation and maintenance.	Because no new construction would occur under this alternative, no construction-related GHG emissions would be generated by this alternative, and no changes to existing GHG emissions associated with operation and maintenance activities. Short-term increases in GHG emissions would result from occasional emergency repairs and other activities that would occur during canal flooding.
Hazards and Hazardous Materials	The Project would result in minor adverse effects on public safety after adhering to hazardous materials and stormwater regulations and the NPDES Construction Permit. Following mitigation, safety risks from encountering unexploded ordnance (UXO) and threats to the public from impeding emergency access, including the Fort Funston area and the evacuation route on John Muir Drive, would be minor.	This alternative would result in minor adverse effects on public safety after adhering to hazardous materials and stormwater regulations and the NPDES Construction Permit. Following mitigation, safety risks from encountering UXO would be minor.	This alternative would result in minor adverse effects on public safety after adhering to hazardous materials and stormwater regulations and the NPDES Construction Permit. Similar to the Project, potential human exposure to vector-borne diseases and threats to the public from impeding emergency access, including the evacuation route on John Muir Drive, would be minor.	Under this alternative the Project would not be implemented; therefore, no hazards or hazardous materials-related impacts would occur. The Project site would continue to experience existing levels of public safety hazards.

TABLE ES-2 (Continued)
COMPARISON OF SIGNIFICANT IMPACTS OF PROJECT TO IMPACTS OF ALTERNATIVES UNDER NEPA

Impact	Proposed Project	Tunnel Alignment Alternative	Canal Configuration Alternative	No Project/No Action Alternative
Hydrology and Water Quality	Construction of the Lake Merced outlet structure on the bank and within waters of Impound Lake and the Lake Merced overflow structure in South Lake could result in discharges of pollutants (sediment) to Lake Merced directly. With implementation of mitigation, Project construction would result in short-term, minor effects to water quality. Also, the proposed Project could result in an adverse effect related to alterations of coastal landforms and coastal processes and could conflict with California Coastal Act Sections 30235 and 30253, even after implementation of mitigation. Following mitigation, the impact could remain moderate to major.	Under this alternative, a new tunnel would be constructed to meet the terminus of the existing tunnel at the current extent of the bluff face. As the bluff recedes, both the existing abandoned-in-place tunnel and the new tunnel would become exposed, resulting in an adverse effect related to alterations of coastal landforms and coastal processes. Also, the exposure and rehabilitation of structures under this alternative could conflict with the California Coastal Act Section 30235 and 30253, even after implementation of mitigation. Following mitigation, the impact could remain moderate to major.	As with the proposed Project, construction of the Lake Merced overflow structure in South Lake and the outlet structure on the bank and within waters of Impound Lake could result in discharges of pollutants to Lake Merced directly. With mitigation, construction of the alternative would result in minor adverse effects.	Under the No Project/No Action Alternative, the Project would not be implemented; therefore, no adverse effects on water quality, from altering coastal processes, or from conflicting with plans, policies, or regulations would occur.
Land Use and Planning	The Project would have short-term, minor effects on existing land uses at Fort Funston due to the presence of construction activities in an area used primarily for public recreation. During operation and maintenance, the Project could conflict with the Coastal Act and/or NPS Management Policies related to coastal processes resulting in a moderate to major impact.	Construction of the Tunnel Alignment Alternative would have short-term, minor effects on existing land uses at Fort Funston due to the presence of construction activities in an area used primarily for public recreation. During operation and maintenance, the Project could conflict with the Coastal Act and/or NPS Management Policies related to coastal processes and siting development in areas previously disturbed, resulting in a moderate to major impact.	Same as for the proposed Project or Tunnel Alignment Alternative, depending on the tunnel component selected.	Under this alternative, no physical component of the Project would be constructed. Therefore, there would be no change in land use and no impact to existing land use uses or conflicts with applicable land use plans, policies or regulations.
Noise and Vibration	Noise impacts associated with construction-related activities would result in a short-term, minor adverse impact, and would be reduced with mitigation. After mitigation, vibration impacts associated with construction-related activities, such as at the Missile Assembly Building, would result in a short-term minor adverse impact. Noise impacts associated with operation-related activities would result in a negligible impact.	Like the Project, the Tunnel Alignment Alternative would have a short-term, minor adverse impact with respect to construction noise, and would be reduced with mitigation. Construction vibration impacts and noise impacts associated with operation-related activities from this alternative would have the same impact determination as the proposed Project.	This alternative would have a short-term, minor adverse impact with respect to construction noise. After mitigation, vibration impacts associated with construction-related activities would remain as a short-term, major adverse impact. Noise impacts associated with operation-related activities from this alternative would have the same impact determination as the proposed Project.	Because no new construction would occur under this alternative, no construction noise or ground-borne vibration would be generated by this alternative, which would result in no impact. Noise generated by the operation and maintenance of these components would not change.

TABLE ES-2 (Continued)
COMPARISON OF SIGNIFICANT IMPACTS OF PROJECT TO IMPACTS OF ALTERNATIVES UNDER NEPA

Impact	Proposed Project	Tunnel Alignment Alternative	Canal Configuration Alternative	No Project/No Action Alternative
Geologic and Paleontological Resources	The loss of up to 16,000 cubic feet of soils within the Colma and Merced Formations would be negligible to minor. After mitigation, the inadvertent discovery of a paleontological resource would result in a negligible impact.	The loss of up to 20,000 cubic feet of soils within the Colma and Merced Formations would be negligible to minor. Paleontological resources impacts would be the same as for the proposed Project.	Same as for the proposed Project.	Under the No Project/No Action alternative, no physical component of the proposed Project would be constructed and the Vista Grande Canal and Tunnel would be retained. Therefore, no impact to geologic and paleontological resources would occur.
Recreation	Due to construction activities, the Project would affect a small area (less than 5 percent) of Fort Funston, and would result in short-term, moderate adverse impacts to recreation at Fort Funston. Operation of the Project would result in long-term, minor beneficial impacts to recreation associated with improved beach access provided by the rehabilitated Ocean Outlet structure.	Like the Project, the Tunnel Alignment Alternative would result in short-term, moderate adverse impacts to recreation associated with construction and long-term, minor beneficial impacts to recreation associated with improved beach access provided by the rehabilitated Ocean Outlet structure.	Like the Project, the Canal Configuration Alternative would result in short-term, minor adverse impacts to recreation.	Under this alternative, no physical component of the proposed Project would be constructed, and there would be no impact to recreation.
Environmental Justice	Given the limited nature of construction-related impacts in terms of both duration and intensity, any disproportionate adverse effect on a minority population would be negligible. Furthermore, disproportionate adverse effects on minority populations associated with odors or mosquitoes would be negligible.	Same as for the proposed Project.	Same as for the proposed Project.	Under this alternative, the Project would not be constructed. Therefore, there would be no beneficial effect on minority populations from improved conditions due to reduced flooding and no disproportionate adverse effects on minority populations associated with temporary construction impacts or with odors or mosquitoes due to wetland creation.
Socioeconomics	Any adverse or beneficial socioeconomic effects resulting from reduced flooding due to Project improvements would be minor	Same as for the proposed Project.	Same as for the proposed Project.	Under this alternative, the Project would not be constructed. Therefore, there would be no adverse or beneficial socioeconomic effects as a result of reduced flooding.

TABLE ES-2 (Continued)
COMPARISON OF SIGNIFICANT IMPACTS OF PROJECT TO IMPACTS OF ALTERNATIVES UNDER NEPA

Impact	Proposed Project	Tunnel Alignment Alternative	Canal Configuration Alternative	No Project/No Action Alternative
Transportation and Traffic	With mitigation, the Project would have short-term, minor effects on regional roads, and short-term, moderate effects on local roads. The Project would have short-term, minor effects on access and negligible effects on parking.	With mitigation, the Tunnel Alignment Alternative would have short-term, minor effects on regional roads, and short-term, moderate effects on local roads.	With mitigation, the Canal Configuration Alternative would have short-term, minor effects on regional roads, and short-term, moderate effects on local roads.	Under this alternative, no physical component of the proposed Project would be constructed, and there would be no construction-related impacts to existing transportation conditions on area roadways. However, maintenance activities would continue as well as occasional emergency repairs and other traffic-generating activities when the canal floods.

CHAPTER 1
Introduction

1.1 Purpose of the Responses to Comments Document

This Responses to Comments document completes the Final Environmental Impact Report/Environmental Impact Statement (Final EIR/EIS) analyzing potential environmental effects associated with the proposed Vista Grande Drainage Basin Improvement Project (Project). The Project would improve stormwater drainage and minimize flooding risk, provide a water source for Lake Merced management, and improve recreational access and reduce litter deposition at the beach below Fort Funston. Operational components of the Project would include management of water surface elevations in Lake Merced and a Lake Management Plan that includes operations and water quality monitoring protocols. Project components would be located in northwest Daly City on land managed by the City of Daly City, on the west side of San Francisco on land managed by the San Francisco Public Utilities Commission, and within Fort Funston, part of the Golden Gate National Recreation Area which is operated under the authority of the National Park Service (NPS).

The North San Mateo County Sanitation District, a subsidiary of the City of Daly City (Daly City), the Lead Agency responsible for administering the environmental review of the Project under the California Environmental Quality Act (CEQA), and NPS, the Lead Agency under the National Environmental Policy Act (NEPA), published a Draft EIR/EIS on the proposed Project on April 28, 2016. The public comment period ended on July 1, 2016. Thus, the Draft EIR/EIS review met the CEQA 45-day minimum and NPS's NEPA 60-day minimum public review period (CEQA Guidelines §15105; NPS Director's Order No. 12 Handbook 4.8(c)). This Responses to Comments document provides written responses to comments received during the public review period.

The Draft EIR/EIS together with this Responses to Comments document constitutes the Final EIR/EIS for the Project in fulfillment of CEQA requirements as consistent with CEQA Guidelines Section 15132, and in fulfillment of NEPA requirements as consistent with Council on Environmental Quality (CEQ) NEPA Regulations Section 1503.4. This Responses to Comments document contains the following: (1) a list of persons, organizations, and public agencies commenting on the Draft EIR/EIS; (2) copies of comments received on the Draft EIR/EIS; (3) Daly City's and the NPS's responses to those comments; and (4) revisions to the Draft EIR/EIS to clarify or correct information. See Section 1.3, below, for a description of the overall contents and organization of the Responses to Comments document.

The EIR/EIS has been prepared pursuant to the requirements of CEQA (Pub. Res. Code §21000 et seq.); the CEQA Guidelines (14 Cal. Code Regs. §§15000 to 15387); NEPA (42 USC §4341 et seq.); the CEQ NEPA regulations (40 Code of Federal Regulations [CFR] Parts 1500-1508); and the NPS NEPA Guidelines (Director's Order No.12 and Handbook). The EIR/EIS is an informational document for use by (1) governmental agencies (in addition to Daly City and the NPS) and the public to aid in the planning and decision-making process by disclosing the physical environmental effects of the project and identifying possible ways of reducing or avoiding the potentially significant impacts; and (2) Daly City and the NPS prior to their decision to approve, disapprove, or modify the proposed project. If Daly City approves the proposed project, it would be required to adopt CEQA findings and a mitigation monitoring and reporting program (MMRP) to ensure that mitigation measures identified in the Final EIR are implemented. See Section 1.2, below, for further description of the environmental review process.

In accordance with CEQA and NEPA, the responses to comments address environmental issues raised in public comments that concern the adequacy or accuracy of the Draft EIR/EIS. These issues include physical impacts or changes attributable to the project rather than any social or financial implications of the project. Therefore, this document provides limited responses to comments received during the public review period that do not relate to the adequacy or accuracy of the Draft EIR/EIS.

1.2 Environmental Review Process

1.2.1 Notice of Preparation and Public Scoping

On February 28, 2013, as described in the Draft EIR/EIS, Daly City sent a Notice of Preparation and Notice of Intent to governmental agencies, organizations, and persons interested in the Project (see Appendix B in the Draft EIR/EIS). During the approximately 60-day public scoping period that ended on April 26, 2013, Daly City and the NPS accepted comments from agencies and interested parties identifying environmental issues that should be addressed in the EIR/EIS. Public scoping meetings were held on March 19, 2013 at the General's Residence at Fort Mason and on March 28, 2013 at the Doelger Senior Center to receive oral comments and solicit written comments on the scope of the EIR/EIS.

1.2.2 Draft EIR/EIS Public Review

The Draft EIR/EIS for the Project was published on April 28, 2016 and circulated to federal, state, and local agencies and to interested organizations and individuals for a 60-day public review period that ended on July 1, 2016. Both Daly City and NPS made the Draft EIR/EIS available for download on their respective project websites, the addresses for which were included in each agency's public notices. Paper copies of the Draft EIR/EIS were made available for public review at the following locations: (1) the Daly City Office of the City Clerk, 333 90th Street, Daly City, California; and (2) the Westlake Branch of the Daly City Public Library, 275 Southgate Avenue, Daly City, California. On April 28, 2016, Daly City also distributed notices of availability of the Draft EIR/EIS, published notification of its availability in a newspaper of general circulation in

Daly City and San Francisco, and posted notices at locations within the project area. The United States Environmental Protection Agency (USEPA) and the NPS also published notices of availability (NOAs) in the Federal Register on April 29, 2016 (81 FR 25666; 81 FR 25707).

During the 60-day public review period, Daly City conducted a public meeting to provide an opportunity for the public and regulatory agencies to learn about the Project and be informed about how to submit comments on the adequacy and accuracy of the Draft EIR/EIS. The public meeting was held on May 26, 2016 at City Council Chambers, 333 90th Street, Daly City.

During the Draft EIR/EIS public review period, the lead agencies received four comment letters from public agencies and three from non-governmental organizations.

1.2.3 Responses to Comments and Final EIR/EIS

Daly City and the NPS distributed this Responses to Comments document for review to the North San Mateo County Sanitation District Board of Directors and the USEPA, respectively, as well as to the agencies and organizations that commented on the Draft EIR/EIS. The EIR/EIS is intended to be used by the Sanitation District Board and the NPS, when considering selection and implementation of one of the project alternatives.

Following completion of the Final EIR/EIS, the Sanitation District Board will consider certification of the Final EIR, and will decide whether to approve or deny the proposed project. CEQA also requires the adoption of findings prior to project approval in cases where the certified EIR identifies significant environmental effects (CEQA Guidelines §§15091 and 15092) and a MMRP (§15097). If the EIR identifies significant adverse impacts that cannot be mitigated to less-than-significant levels and the project is approved, the findings must include a statement of overriding considerations for those impacts (CEQA Guidelines §15093[b]). Daly City is required to adopt CEQA findings and the MMRP prior to approving the proposed project.

Concurrent with the distribution of the Responses to Comments document, the NPS will submit the Final EIR/EIS to the USEPA and publish a NOA in the Federal Register. No fewer than 30 days after publication of this NOA, the NPS will issue a Record of Decision (ROD) for the Project documenting its consideration of the Final EIS and its decision whether to approve, deny, or modify the Project.

1.3 Agency-Initiated Project Description Revisions

As described in Draft EIR/EIS Section 2.5.3.4, Construction Power and Emergency Generators, in Chapter 2, Project and Alternatives, “Temporary construction power would be provided to the staging area at Fort Funston via a temporary Pacific Gas & Electric (PG&E) service connection. An emergency power supply (generator) with the capacity to provide 1,000 kVA would be located on-site during construction.” Following publication of the Draft EIR/EIS, Daly City determined that the provision of temporary construction power via a PG&E service connection may be infeasible, for example, if no power distribution lines of adequate voltage are within close enough proximity to the staging area to make a temporary connection. Daly City is continuing to

pursue the opportunity to provide construction power to the Fort Funston staging area via a PG&E electrical service connection. However, to provide flexibility in the event that this is infeasible, Daly City is including an option to provide temporary construction power at the Fort Funston staging area using a portable diesel-powered generator in the description of the proposed Project. This option also would be relevant to construction of the Tunnel Alignment Alternative.

Additional analysis of this option is provided in Chapter 4, Draft EIR/EIS Revisions, in which staff-initiated text changes are shown for Draft EIR/EIS Chapter 2 and Sections 3.3, Air Quality; 3.7, Greenhouse Gas Emissions and Climate Change; 3.11, Noise and Vibration; and 4.2, Energy Conservation.

Briefly, the use of a portable generator would exchange one source of power and type of fuel consumption for another by reducing the need for construction power from PG&E, while increasing the use of diesel fuel on site. A description of the mix of electrical power sources delivered to PG&E retail customers was provided in Draft EIR/EIS Section 4.2.1.2, Local Energy Systems (p. 4-3).

As described in revisions to Section 3.3, Air Quality, on the project site within Fort Funston, this change would increase average daily construction criteria pollutant exhaust emissions, but would not increase emissions of any criteria pollutant to a level that would exceed applicable CEQA significance thresholds or result in increased impact intensity under NEPA for air quality. As described in revisions to Section 3.7, Greenhouse Gas Emissions and Climate Change, the use of a generator also would increase on-site emissions of greenhouse gases during construction such that during the second year of construction, the total emissions would exceed the applicable CEQA significance threshold, resulting in a significant impact. This impact would be reduced to a less-than-significant level with implementation of Mitigation Measure 3.7-1 (see Chapter 4, Draft EIR/EIS Revisions). No change in the impact intensity under NEPA would occur with respect to greenhouse gas emissions. Daly City notes that the use of a generator on-site would result in reduced criteria air pollutant and greenhouse gas emissions from the production of electrical power that would otherwise be needed to serve Project construction. However, the methodologies used in Sections 3.3 and 3.7 focus on quantification of on-site emissions, consistent with applicable CEQA significance thresholds and NEPA impact intensity thresholds for this Project.

As described in revisions to Section 3.11, Noise and Vibration, while the use of a generator within the staging area at Fort Funston would increase the overall construction-related noise at that location, after implementation of Draft EIR/EIS Mitigation Measures 3.11-1 and 3.11-2, combined construction noise levels would not exceed applicable thresholds. Under the requirements of Mitigation Measure 3.11-1, the generator would be enclosed in a noise-attenuating acoustical enclosure. No new significant impact or increased impact intensity would occur with respect to noise.

Additionally, the use of a generator instead of a temporary PG&E connection would exchange the consumption of electricity for on-site consumption of diesel fuel. Revisions to Section 4.2, Energy Conservation, include a revised discussion of the energy consumption requirements of the

Project and alternatives. No new significant impact or increased impact intensity would occur with respect to energy consumption or conservation.

The revisions described above related to the potential use of a generator instead of a temporary PG&E power connection represent a minor change to the analysis in the EIR/EIS and do not constitute significant new information. Although the CEQA significance conclusion with respect to greenhouse gas emissions (Impact GHG-1) has been revised to disclose that a potentially significant impact could occur in the second year of construction, this impact would be reduced to a less-than-significant level with implementation of feasible mitigation measures. Daly City, as the Project proponent, does not decline to adopt this mitigation; rather, Daly City is committed to implementing all feasible mitigation measures required to reduce Project impacts to a level that is less than significant. No new significant and unavoidable impacts have been identified as a result of the minor change in construction equipment described in these staff-initiated revisions.

1.4 Document Organization

This Responses to Comments document consists of four chapters, plus supplemental attachments, as follows:

- **Chapter 1, Introduction.** This chapter summarizes the purpose of the Responses to Comment and the ongoing and environmental review process to date.
- **Chapter 2, List of Persons Commenting.** This chapter summarizes the federal, state, and local agencies, as well as the non-governmental organizations, that commented on the Draft EIR/EIS.
- **Chapter 3, Comments and Responses.** This chapter presents the comment letters received during the Draft EIR/EIS comment period, summarizes the substantive comments, and responds to those comments.
- **Chapter 4, Draft EIR/EIS Revisions.** This chapter displays the changes made to the text of the Draft EIR/EIS in response to comments on the Draft EIR/EIS or included to clarify the Draft EIR/EIS text.

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CHAPTER 2
List of Persons Commenting

This Responses to Comments document is organized to respond to all comments received on the Draft EIR/EIS, including written comments submitted by letter, fax, or email. This section lists all individuals and organizations that submitted comments on the Draft EIR/EIS. Commenters are grouped according to whether they commented as individuals or represented a public agency or non-governmental organization.

2.1 Federal, State, and Local Agencies and Commissions

- United States Environmental Protection Agency; Letter, July 1, 2016
- California State Lands Commission; Letter, July 1, 2016
- California State Transportation Agency, Department of Transportation; Letter, July 1, 2016
- San Francisco Public Utilities Commission; Letter, July 6, 2016

2.2 Organizations

- California Trout; Letter, July 1, 2016
- Golden Gate Audubon Society; Letter, July 1, 2016
- The Olympic Club; Letter, June 30, 2016

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CHAPTER 3
Comments and Responses

3.1 Comments and Responses

This section presents the comment letters received during the Draft EIR/EIS comment period, summarizes the substantive comments, and responses to those comments. The comments and responses are organized as listed in Chapter 2.

Responses have been numbered corresponding to bracketed numbers printed on the comment letters.. Responses are provided to address issues raised in the comment concerning the adequacy or accuracy of the EIR/EIS and to clarify or augment information in the Draft EIR/EIS as appropriate. Revisions to the Draft EIR/EIS are shown as indented text. New or revised text is double underlined; deleted material is shown in ~~strikethrough~~.

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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION IX
75 Hawthorne Street
San Francisco, CA 94105-3901

July 1, 2016

Christine Lehnertz
General Superintendent
Golden Gate National Recreation Area
Fort Mason, Building 201
San Francisco, California 94123

Subject: Draft Environmental Impact Report/Statement (DEIR/EIS) for the Vista Grande Drainage Basin Improvement Project, Golden Gate National Recreation Area, San Francisco and San Mateo Counties, California (CEQ # 20160082)

Dear Ms. Lehnertz:

The U.S. Environmental Protection Agency (EPA) has reviewed the above-referenced document pursuant to the National Environmental Policy Act (NEPA), Council on Environmental Quality (CEQ) regulations (40 CFR Parts 1500-1508), and our NEPA review authority under Section 309 of the Clean Air Act.

According to the DEIR/EIS, the proposed project would address storm-related flooding in Daly City by expanding the capacity of the Vista Grande Canal and Tunnel, while allowing for diversion of stormwater to Lake Merced to augment lake water levels. The project includes a Lake Managment Plan that identifies additional in-lake management actions to improve water quality, with a focus on addressing dissolved oxygen and pH levels, since Lake Merced is listed on the Clean Water Act Section 303(d) list of impaired waters for these criteria.

Based on our review, we are rating the Proposed Project and alternatives as *Environmental Concerns – Insufficient Information (EC-2)* (see enclosed "Summary of Rating Definitions"). Our concerns regard the quality of water released into the Lake during the up-to-3-year construction phase, the level of commitment to in-lake management actions to improve water quality, and the adaptive management strategy, which is not well defined. We recommend Scenario 2 be implemented for the construction phase, which would route stormwater to the San Francisco Public Utilities Commission (SFPUC) combined sewer system, and that the capability to treat flows prior to direct release into Lake Merced be included, should the SFPUC system be unable to accommodate larger storm flows or should Scenario 1 be selected. Please see our enclosed detailed comments for additional recommendations for the project and Final EIR/EIS.

EPA appreciates the opportunity to review this DEIR/EIS. When the Final EIR/EIS is released for public review, please send one copy to the address above (mail code: ENF-4-2). If you have any

questions, please contact me at (415) 972-3521, or contact Karen Vitulano, the lead reviewer for this project, at 415-947-4178 or vitulano.karen@epa.gov.

Sincerely,

Kathleen Martyn Goforth, Manager
Environmental Review Section

Enclosure: Summary of EPA Rating Definitions
EPA's Detailed Comments

cc: Xavier Fernandez, S.F. Bay Regional Water Quality Control Board
Patrick Sweetland, City of Daly City Department of Water and Wastewater Resources
Obi Nzewi, San Francisco Public Utilities Commission

SUMMARY OF EPA RATING DEFINITIONS*

This rating system was developed as a means to summarize the U.S. Environmental Protection Agency's (EPA) level of concern with a proposed action. The ratings are a combination of alphabetical categories for evaluation of the environmental impacts of the proposal and numerical categories for evaluation of the adequacy of the Environmental Impact Statement (EIS).

ENVIRONMENTAL IMPACT OF THE ACTION

"LO" (Lack of Objections)

The EPA review has not identified any potential environmental impacts requiring substantive changes to the proposal. The review may have disclosed opportunities for application of mitigation measures that could be accomplished with no more than minor changes to the proposal.

"EC" (Environmental Concerns)

The EPA review has identified environmental impacts that should be avoided in order to fully protect the environment. Corrective measures may require changes to the preferred alternative or application of mitigation measures that can reduce the environmental impact. EPA would like to work with the lead agency to reduce these impacts.

"EO" (Environmental Objections)

The EPA review has identified significant environmental impacts that should be avoided in order to provide adequate protection for the environment. Corrective measures may require substantial changes to the preferred alternative or consideration of some other project alternative (including the no action alternative or a new alternative). EPA intends to work with the lead agency to reduce these impacts.

"EU" (Environmentally Unsatisfactory)

The EPA review has identified adverse environmental impacts that are of sufficient magnitude that they are unsatisfactory from the standpoint of public health or welfare or environmental quality. EPA intends to work with the lead agency to reduce these impacts. If the potentially unsatisfactory impacts are not corrected at the final EIS stage, this proposal will be recommended for referral to the Council on Environmental Quality (CEQ).

ADEQUACY OF THE IMPACT STATEMENT

Category "1" (Adequate)

EPA believes the draft EIS adequately sets forth the environmental impact(s) of the preferred alternative and those of the alternatives reasonably available to the project or action. No further analysis or data collection is necessary, but the reviewer may suggest the addition of clarifying language or information.

Category "2" (Insufficient Information)

The draft EIS does not contain sufficient information for EPA to fully assess environmental impacts that should be avoided in order to fully protect the environment, or the EPA reviewer has identified new reasonably available alternatives that are within the spectrum of alternatives analyzed in the draft EIS, which could reduce the environmental impacts of the action. The identified additional information, data, analyses, or discussion should be included in the final EIS.

Category "3" (Inadequate)

EPA does not believe that the draft EIS adequately assesses potentially significant environmental impacts of the action, or the EPA reviewer has identified new, reasonably available alternatives that are outside of the spectrum of alternatives analyzed in the draft EIS, which should be analyzed in order to reduce the potentially significant environmental impacts. EPA believes that the identified additional information, data, analyses, or discussions are of such a magnitude that they should have full public review at a draft stage. EPA does not believe that the draft EIS is adequate for the purposes of the NEPA and/or Section 309 review, and thus should be formally revised and made available for public comment in a supplemental or revised draft EIS. On the basis of the potential significant impacts involved, this proposal could be a candidate for referral to the CEQ.

*From EPA Manual 1640, Policy and Procedures for the Review of Federal Actions Impacting the Environment.

Water Quality and Hydrology

The project purpose is to reduce storm-related flooding in the Vista Grande Drainage Basin while providing the additional benefit of augmenting the water level of Lake Merced. Once the project is constructed, it would allow diversion of some stormwater to Lake Merced, while maintaining the current discharge of stormwater to the Pacific Ocean via an expanded subterranean tunnel with increased conveyance capacity.

As the DEIR/EIS notes, Lake Merced currently does not meet the Basin Plan Water Quality Objectives for dissolved oxygen (DO) and pH, and, in 2003, EPA included Lake Merced on the Clean Water Act Section 303(d) list of impaired waterbodies for these criteria (p. 3.9-23). Because of this, the project aims to address these water quality impairments while raising lake levels over time (p. 3.9-127).

Construction-phase impacts

According to the DEIR/EIS, construction of the expanded tunnel would take between 17 and 37 months to complete, during which time stormwater and non-stormwater flows (car-washing, irrigation, etc.) would have no discharge conduit. These flows would either all be directed to Lake Merced, untreated (Scenario 1) or, with agreement by the San Francisco Public Utilities Commission (SFPUC), base flows and the first hour of storm flows following a defined antecedent dry period would be routed to the SFPUC combined sewer system (Scenario 2) (p. 3.9-67-69). The DEIR/EIS evaluates both scenarios since Daly City and SFPUC do not have an agreement for such diversions.

The DEIR/EIS provides the results of stormwater sampling that was conducted in the Vista Grande Canal during 2011 and 2012 wet and dry periods to characterize the baseline water quality. These results showed elevated levels of bacteria, certain metals, and nutrients compared to baseline concentrations in the Lake, and it does not appear that stormwater was sampled for other stormwater pollutants, such as pesticides, polychlorinated biphenyls (PCBs), or other metals. We have concerns regarding potential water quality impacts from the discharge of untreated storm flows directly into the Lake, particularly under Scenario 1. Under Scenario 2, this concern would be alleviated by the routing of base flows and first flush stormwater flows to the SFPUC combined sewer system during construction.

> *Recommendation:* Provide an update on the diversion agreement between Daly City and SFPUC in the Final EIR/EIS (FEIR/EIS). We strongly recommend Scenario 2 be implemented for the construction phase of the project to address water quality concerns. In addition, we recommend that treatment for solids, via settling tanks, occur to the maximum extent possible, prior to any direct release into the Lake (i.e. the storm flows that discharge to the Lake after the "first flush" under Scenario 2, and all flows under Scenario 1). If Scenario 1 is selected, we also recommend additional sampling occur for the other common stormwater pollutants mentioned above, so that the impacts from Scenario 1 are fully disclosed to decision-makers in the Final EIR/EIS.

Operation-phase impacts

The project includes creation of a small treatment wetland that is predicted to treat base flows and low-volume stormwater flows and reduce levels of bacteria, metals, and nutrient concentrations. The DEIR/EIS concludes that operation of the project would improve Lake Merced water quality over the duration of operations (p. 3.9-106); however, this conclusion depends to a considerable degree on the

successful operation of the treatment wetlands and the accuracy of their estimated performance. The water quality impact assessment is based largely on predictive modeling, and clarifications are needed regarding the assumptions used to project wetland performance.

Recommendations: We recommend clarifying information, as discussed below, be included in the FEIR/EIS:

- For the direct algae filtration of Lake surface waters using the treatment wetlands (p. 3.9-103), the DEIR/EIS refers to certain calculations (which are not provided in the document) to assess the feasibility of using the treatment wetlands in such a manner. We recommend that the FEIR/EIS include an appendix that summarizes the feasibility calculations and considerations. It is also not clear whether the algae filtration was included in modeling results, such as those shown in Figure 3.9-19. Page 3.9-106 refers to further improvements in water quality from lake management actions, and such improvements may be above and beyond those displayed in the modeling results; however, this is not clear and should be clarified.
- The FEIR/EIS should discuss the assumed removal rates for nitrogen in the treatment wetlands (basic and advanced wetlands) and the basis for those assumptions.
- Appendix A (Lake Management Plan) notes that the treatment capacity of the wetlands would be about 1.4 cubic feet per second (cfs). The wetlands would be used to treat "low volume" stormwater flows and, after the initial storm event of the winter season, if screened storm flows meet diversion criteria, flows exceeding the capacity of the treatment wetlands would be routed directly to the Lake. Presumably the capacity limitations of the treatment wetlands were included in the modeling, but this should be clarified in the FEIR/EIS. The Lake Management Plan also indicates that criteria for diverting stormwater into the Lake remain to be developed. The FEIR/EIS should explain the criteria that were used for the modeling, and how the conclusions concerning water quality impacts could be affected if different criteria are ultimately used in the future.

Lake Management Plan/Adaptive Management

In general, the conclusions regarding water quality impacts to Lake Merced appear to have substantial uncertainty. The project's Lake Management Plan includes in-lake management actions and an adaptive management strategy. The DEIR/EIS notes that continued analysis and reporting under the Lake Management Plan would reduce uncertainty relating to long-term water quality trends, allow adjustment of operational protocols, and inform BMPs to maximize water quality improvements (p. 3.9-106). This adaptive management approach is an important component of the project, yet there is little information regarding how it would be implemented.

Additionally, it is not clear that the in-lake treatment actions, which are important to address water quality, will definitely occur, since the DEIR/EIS sometimes presents them as optional ("Should the additional in-lake treatment components of the Lake Management Plan be implemented…" p. 3.4-97). These in-lake management actions are important and are presented as part of the basis, along with the treatment wetlands, for a less-than-significant impact determination for water quality in the DEIR/EIS.

Recommendation: Include an outline of the adaptive management approach for the Lake Management Plan. Identify general administration/personnel who will implement the Plan, including roles and responsibilities; the financial, technical, and human resources needed to perform the monitoring and respond to the results; funding sources for plan implementation; the

process for altering management decisions based on monitoring results; the data management system; and the process for communicating results.

Include, in the FEIR/EIS, a firm commitment to implement the in-lake treatment actions identified in the DEIR/EIS, including the removal of algae and the flushing of the Lake to reduce the elevated background pH. Coordinate in-lake treatment actions with the Demonstration Aeration Mixing System project described on page 31 of the Lake Management Plan that SFPUC will be implementing in Lake Merced's South Lake. Continue to work closely with the Regional Water Quality Control Board towards approval of the Lake Management Plan.

Water Quality Assessment

A Water Quality Assessment (WQA) was prepared for Lake Merced and the Vista Grande Canal to document existing hydrologic and water quality conditions and provide analysis of potential changes to those existing conditions as a result of project operations (p. 3.9-13). The impact assessment references this document over 40 times, however it was not included as an appendix to the DEIR/EIS. The Council on Environmental Quality (CEQ) advises that the appendix should include material that pertains to preparation of the EIS and that lengthy technical discussions of modeling methodology, baseline studies, or other work are appropriately placed here. CEQ indicates that, if at all possible, the appendix should accompany the EIS, or if too voluminous to circulate, should be placed in a conveniently accessible location or furnished upon request. While the WQA was provided upon request, it is not a formal appendix to the DEIR/EIS, nor was it made available on the project websites.

Recommendation: We recommend including the WQA in the formal appendices of the FEIR/EIS and making it available on the project websites.

Upstream Watershed BMPs

The project description includes "A prioritized suite of best management practices that may be implemented within the Vista Grande Basin storm drain system upstream of the Vista Grande Canal and/or within the Lake Merced watershed" (p. 2-5), which are described in the Lake Management Plan in Appendix A. These Watershed BMPs include "Detention and Filtration" which involves building infrastructure for stormwater filtration, such as bioretention/rain gardens, vegetated filter strips, sand filters, and vegetated swales throughout the Vista Grande Watershed (App A, p. 24). We agree that adding upstream filtration is valuable and recommend that it be coupled with a BMP to disincentivize actions, such as the replacement of residential lawns with pavement, that increase impervious surfaces in the watershed. Unlike the eliminated Downspout Disconnection BMP, such a BMP would involve Daly City policy and planning actions, and would not be solely dependent upon homeowner participation.

Recommendation: Describe, in the FEIS, any existing local or regional policy or planning rule that limits the extent of impervious surfaces on residential and other properties. If no such policy or rule applicable to Daly City or the watershed exists, discuss options for the establishment of same to create disincentives for the addition of impervious surfaces to existing residential and other property in the watershed. Determine and disclose whether other cities in the Bay Area have such a policy or rule. Include, as a BMP in the Lake Management Plan, a measure, such as the establishment of a policy or planning rule, to reduce the addition of new impervious surfaces in the watershed.

Rainwater Harvesting BMP

The Lake Management Plan eliminates the watershed BMP of installing rain barrels and cisterns in the Vista Grande/Lake Merced watershed for rainwater harvesting, which could reduce peak stormwater flows and conserve water for later non-potable use. Rainwater harvesting was eliminated because it could reduce the amount of water available for diversion to the Lake, thus conflicting with the Lake Management Plan's objective of increasing surface water input to the Lake (Appendix A, p. D-3). The DEIR/EIS anticipates that considerable stormwater would still flow through the Vista Grande Tunnel to the Pacific Ocean after project completion. This suggests that sufficient water may be available for diversion to the Lake along with some rainwater harvesting in the watershed, thereby maximizing the reuse potential of the available water.

> *Recommendation:* Explain, in the FEIR/EIS, why no rainwater harvesting at all would be feasible, given the anticipated post-construction volume of stormwater flow to the ocean.

Impacts to Wetlands during Construction

The DEIR/EIS states that project construction could have a substantial adverse effect on wetlands and other jurisdictional waters from "temporary and permanent discharges of structures and/or fill within waters and wetlands, and/or alterations of the bed and/or banks of a lake or stream" (p. 3.4-67). The DEIR/EIS does not quantify these construction-phase impacts. It simply references various agency permit requirements, and states that unavoidable impacts to wetlands and other waters will trigger a requirement for compensatory mitigation that will be aimed at creating, restoring, or enhancing similar ecological functions and services as those displaced. It also states that this mitigation (Mitigation Measure 3.4-8b, Compensation for Impacts to Wetlands and Riparian Habitat) would reduce the impacts associated with direct loss to a less-than-significant level (p. 3.4-70). The primary permit for fill to waters of the U.S. is a Clean Water Act Section 404 permit, and it is true that an individual permit would trigger a requirement for compensatory mitigation; however, if the project qualities for a Nationwide General Permit, compensatory mitigation may or may not be required. Because the DEIR/EIS does not quantify impacts, it is not clearly disclosing the proposed mitigation for the project.

> *Recommendation:* In the FEIR/EIS, quantify the acreage of impacts, both temporary and permanent, to wetlands and waters of the U.S. from construction of the project. Indicate whether the project is likely to qualify for Nationwide CWA Section 404 permit(s), and if so, which one(s). Update the discussion of mitigation for Impact BIO-8 in the FEIR/EIS as appropriate.

Demolition Waste

The description of project construction quantifies the volume of demolition debris that would be generated by the project and indicates that all of the 600 cubic yards (cy) of concrete and brick canal lining in the canal area, 60 cy of asphaltic concrete at the John Muir Drive crossing, and 50 cy of concrete and brick canal lining at the East Portal would be disposed of at a landfill. It also indicates that the 2,500 cy of brick tunnel lining generated from the tunnel and shaft would "likely be disposed of along with the tunnel spoils at a landfill" (p. 2-26). The 300 cy of brick and shotcrete lined tunnel and concrete outlet structure would be "disposed of", presumably also at a landfill.

The DEIR/EIS cites the Daly City Construction and Demolition Recycling Program, which requires a minimum of 60 percent of debris generated by "certain construction and demolition projects" be recycled (p. 3.16-5), and the San Francisco Construction and Demolition Ordinance that mandates the recycling of construction and demolition (C&D) debris generated in the City of San Francisco. This ordinance prohibits any C&D materials from being sent directly to a landfill, with a minimum of 65 percent of the material being diverted at the recycling facility.

Recommendation: Demolition waste from the project should be recycled to the maximum extent, consistent with Daly City and San Francisco diversion goals. Commit to this diversion and update the project description's discussion of the final disposition of these materials in the FEIR/EIS.

Additional comments

- The DEIR/EIS indicates stormwater discharges are regulated under the 2009 Municipal Regional Permit (MRP) issued by the San Francisco Bay Regional Board (p. 3-9.1). The FEIR/EIS should be updated to reflect the 2015 reissuance of the MRP. The 2015 MRP is available at: http://www.waterboards.ca.gov/sanfranciscobay/water_issues/programs/stormwater/Municipal/index.shtml
- The DEIR/EIS states that potential impacts on utilities and services are not considered under NEPA; however, impacts to utilities are frequently evaluated in NEPA documents, especially since overtaxing utilities, especially water and wastewater utilities, can result in significant environmental impacts. It is appropriate to evaluate utilities and public services under NEPA and we do not believe it is accurate to say that these impacts are not considered under NEPA.
- The DEIR/EIS states that collected garbage is directed to the Daly City Mussel Rock Transfer Station in Daly City (p. 3.16-4). According to the City of Daly City's website[1], Mussel Rock Transfer Station closed in February 2016. This sentence should be updated in the FEIR/EIS.

[1] http://www.dalycity.org/City_Hall/City_News___Announcements/City_News/Mussel_Rock_Transfer_Station_Closure_Feb__1st.htm

3.2 Response to Comments from United States Environmental Protection Agency

USEPA-1 Comment USEPA-1 contains a summary of the USEPA concerns regarding stormwater releases into Lake Merced during project construction and the level of commitments to in-lake management actions. Detailed responses to the overall concerns raised in Comment USEPA-1 are included below.

USEPA-2 The comment requests a copy of the Final EIR/EIS, and provides transmittal instructions. This comment is noted; and a copy of the Responses to Comments document will be provided as instructed.

USEPA-3 The comment summarizes the proposed project approach to stormwater management during tunnel construction, which includes either discharge of all stormwater to Lake Merced (Scenario 1) or discharge of baseflow and stormwater flow following a defined antecedent dry period to the San Francisco Public Utilities Commission (SFPUC) combined sewer system (Scenario 2). The comment further indicates concern with the proposed discharge of stormwater to Lake Merced during the construction phase and associated potential water quality impacts.

The commenter recommends that Daly City and NPS utilize Scenario 2 to address water quality concerns, and requests an update on the proposed diversion agreement between Daly City and SFPUC. This recommendation is noted. Daly City and SFPUC staff continue to discuss a potential diversion agreement and both parties note that use of the SFPUC system for diversion of a portion of stormwater flows during tunnel construction is preferred. However, a formal agreement and permit could not be entered into until after project approval. Thus, the EIR/EIS considers both Scenarios 1 and 2, and finds that potential water quality impacts would be less than significant for both. Potential water quality impacts associated with temporarily diverting storm flows to Lake Merced during the Tunnel construction period are comprehensively assessed in Draft EIR/EIS Section 3.9.5.1 under Impact HYD-1 (p. 3.9 *et seq*.). As noted, potential water quality impacts were assessed for two scenarios: Scenario 1, involving the temporary diversion of all Canal flows to Lake Merced during the tunnel construction period; and, Scenario 2, involving the diversion of base flows and some storm flows that follow a long antecedent dry period to the SFPUC combined sewer system and additional flows to Lake Merced.

The commenter requests that the construction phase include treatment of stormwater for solids via settling tanks for both Scenario 1 (all flows) and Scenario 2 (for stormwater flow following a defined antecedent dry period). As described in Draft EIR/EIS Section 2.5.2 (p. 2-17, *et seq*.), regardless of the diversion scenario employed, all stormwater conveyed to Impound Lake via the debris screening device, which would be completed prior to taking the tunnel out of service. The debris

screening device would remove all particulates greater than 5 mm in diameter from stormwater flows, providing direct treatment of stormwater prior to release into Lake Merced. However, additional recommended settling tanks would not be feasible given the rate and volume of typical stormwater flows requiring conveyance. Further, additional settling would not be necessary to reduce a significant impact related to Lake Merced water quality.

The commenter also recommends that additional water quality sampling be performed under Scenario 1 for pesticides, polychlorinated biphenyls (PCBs), and additional metals. Regarding concerns related to stormwater quality, Appendix B of the Water Quality Assessment, completed in support of the Project impact analysis, contains the complete hydrologic and water quality monitoring plans employed to characterize baseline water quality and hydrology in Lake Merced and the Canal. These plans describe in detail the rationale for the methodologies employed and the water quality constituents selected for monitoring and analysis. The monitoring program was developed in collaboration with Regional Water Quality Control Board staff and was based upon water quality constituents of concern known to be associated with lake water quality issues and related to the Lake Merced 303(d) listing. Additionally, the water quality constituents selected in the monitoring program were based, in part, on past monitoring efforts that have provided characterization of both stormwater quality in the Canal as well as Lake Merced water quality. The complete list of previous studies and water quality assessments reviewed as part of the development of the monitoring methodology and analysis is provided in Appendix F of the Water Quality Assessment. Past water quality analyses (EOA, 2011; Stillwater Sciences, 2008; CH2MHill, 2011; SFPUC, 2006; EDAW, 2004) conducted in both Lake Merced and the Canal have documented and assessed a broad range of water quality constituents under a range of seasonal and hydrologic conditions. The water quality constituents assessed and considered in these studies, in addition to those detailed in the WQA sampling plans, include (but are not limited to) chromium, arsenic, aluminum, boron, barium, chlorinated acid herbicides (via USEPA method 8151A) and organophosphorous pesticides (via USEPA method 8140). As an example (but not intended as an exhaustive list) water quality sampling results (CH2MHill 2004, 2011) for a broad suite of constituents related to herbicides and pesticides in Vista Grande Canal water documented that concentrations were not detectable (i.e. “non-detect”) from laboratory analysis. Based on review and assessment of such results, further sampling and analyses of pesticides was not conducted as part of the WQA. Further, as described in detail in Draft EIR/EIS Section 3.9.1.3 (p-3.9-22 *et seq*.) and in the WQA (Appendix B), the 2011-2012 wet season monitoring program included collection of detailed baseline water quality data within the Canal, including a review of Total Inorganic Nitrogen (TIN), bacteria and other microorganisms, and metals such as lead, copper, nickel, mercury, and zinc. (EIR/EIS, p. 3.9-37 to 3.9-42; WQA Appendix B) In addition, the six-year pilot program conducted by EOA (2011) for the SFPUC during the wet seasons

2003/2004 through 2008/2009 evaluated bacterial, metals (such as lead, iron, and manganese), and nutrients in the Canal stormwater to assess impacts on diversions of the Canal stormwater to the Lake. (EIR/EIS, p. 3.9-68.) Analysis of the water quality samples confirmed that the concentrations of key water quality constituents were generally in the ranges expected for urban stormwater and non-storm runoff. Thus, the general ranges of such constituents were considered as part of the impact analysis described above, and additional sampling would not be required to assess project-specific effects.

USEPA-4 The commenter introduces several comments detailed further and then, in the substantive portion of this comment, requests that Daly City and NPS provide any calculations performed for direct algae filtration of Lake surface waters through the proposed treatment wetlands in an appendix to the EIR/EIS. The commenter also requests clarification as to whether the algae filtration was included in modeling results, such as those shown in Figure 3.9-19.

The assessment of the water quality improvements resulting from the proposed recirculation of lake water for algae removal is provided under Impact HYD-8 and is based on calculations of algae removal rates, hydraulic residence times under various flow scenarios, and wetland design. The analysis related to algae removal rates from the proposed recirculation of lake water through the treatment wetlands is supported by research of similar systems employed in other water bodies. Section 6.4.1 of the Water Quality Assessment, summarized under Impact HYD-8 for the purposes of assessing impacts under CEQA and NEPA, provides details regarding the performance and feasibility of such an in-lake management action to provide additional benefits to Lake Merced water quality above and beyond those realized through implementing Project diversions of stormwater.

The environmental assessment of hydrologic and water quality impacts presented in Section 3.9 (p. 3.9-1, *et seq*.) focuses on the disclosure of potential significant environmental effects of implementing the proposed Project, consistent with the requirements of CEQA and NEPA. As described in detail under Impact HYD-8 (p. 39-80 *et seq*.), Project diversions of urban stormwater and non-storm runoff from the Canal would result in an overall, long-term, water quality improvement to Lake Merced aquatic habitat and water quality; impacts would be less than significant. Further, the assessment under Impact HYD-8 demonstrates that implementation of the in-lake management actions, such as the recirculation of lake water through the treatment wetlands, are not required to maintain or improve existing water quality in Lake Merced in order to address any potential water quality impact of the direct diversion of stormwater; impacts to Lake Merced water quality would be less than significant without such in-lake management actions. As discussed in detail under Impact HYD-8, use of the treatment wetlands could be expanded during periods of low flows (e.g., summer months) to filter and remove algae from lake waters via the recirculation of water from Lake Merced. The use of

the proposed treatment wetlands for such in-lake management was not included in the model analyses of water quality impacts related to implementing the Project. Such a management action would provide additional water quality benefits within Lake Merced, above and beyond the improvements realized as a result of the stormwater diversions.

USEPA-5 The commenter requests that the EIR/EIS discuss the assumed removal rates for nitrogen in the treatment wetlands and the basis for those assumptions. As described in detail under Impact HYD-8 (p. 39-80 *et seq*.), a key purpose of the proposed treatment wetland would be to reduce nutrients (mainly in the form of nitrate) in the diversions. A detailed assessment of the performance of the proposed treatment wetlands related to Lake Merced water quality is provided under Impact HYD-8. This assessment incorporates and summarizes the results of numerous model analyses and associated technical memoranda related to stormwater nutrient inputs, treatment wetland efficacy, and lake processes described in Section 6 of the Water Quality Assessment. The most relevant of these model analyses is provided in Appendix E of the Water Quality Assessment, under "Estimated Net Effects on Water Quality with Increased Water Additions to Lake Merced during Filling and at Steady State" (p. E-43 et. seq.). The report provided in Appendix E of the Water Quality Assessment describes in detail the assumptions and methods for assessing wetland nutrient removal. As described in Appendix E, the model analyses assumed that the constructed treatment wetlands would remove nitrate at a rate of 500 mg N/m2/d in the 7 month warmer seasonal period ($T > 15^{o}C$) and 100 mg N/m2/d in the 5 month cooler seasonal period ($T < 15^{o}C$).

Regarding the question of how the conclusions concerning water quality impacts could be affected if different flow diversion criteria are ultimately used in the future, as described in Section 4.2.2 of the Lake Management Plan (Appendix A of the Draft EIR/EIS) proposed as part of the Project, long-term water quality monitoring would be conducted to assess the efficacy of the treatment wetlands. The assessment of the treatment wetland performance would be part of the adaptive management framework of the Lake Management Plan, as is typical for treatment wetlands. The treatment wetland design and operation (e.g., wetland vegetation composition, operational flows, hydraulic residence time, etc.) would be refined to ensure treatment efficacy is consistent with project goals and objectives as well as predicted performance assumed in the model analyses.

USEPA-6 The commenter asks that Daly City and NPS clarify in the Final EIR/EIS whether the capacity limitations of the treatment wetlands were included in the modeling. As described under Impact HYD-8 (p. 39-80 *et seq*.) and in the Water Quality Assessment, the main purpose of the proposed treatment wetlands would be to reduce nitrate in the diversions. Nitrate removal rates would be highest during summer months (see response USEPA-5 for details). Various model analyses were completed to support the assessment of hydrologic and water quality impacts from

implementation of the Project. These model analyses are presented in detail in the Water Quality Assessment, which is described and summarized in Section 3.9 (p. 3.9-1, et seq.) of the Draft EIR/EIS. Details regarding the model analysis methodology and assumptions are provided in Section 6 (p. 6-1, *et seq*.) and Appendix E (p. E-1, *et seq*.) of the Water Quality Assessment. The key findings of the Water Quality Assessment are incorporated into Impact HYD-8. As described under Impact HYD-8, low volume storm flows would be routed through the proposed treatment wetlands. The primary benefit of routing low volume stormflows through the treatment wetlands would be to facilitate the settling and filtration of suspended sediments. Most pollutants, including metals and microorganisms, tend to be associated with particulates, and as such the processes of physical settling would represent an ongoing removal process during sustained (multi day) diversion events that would improve stormwater quality prior to reaching Lake Merced (see Impact HYD-8 for details). As described in detail under Impact HYD-8 and Appendix E of the Water Quality Assessment, regarding wetland treatment capacity and efficacy, the model analyses were based on an assumed nitrate removal rate of 500 mg N/m2/d in the 7 month warmer period ($T > 15^oC$) and 100 mg N/m2/d in the 5 month cooler period ($T < 15^oC$) with an assumed wetland area ranging from 1.3 to 7 acres depending on wetland composition and other hydrologic factors. Nutrient effects during the winter (5-month) and summer (7-month) periods were analyzed individually and then combined via model analysis to assess how inputs of nutrients in storm and base flows could affect algal growth in Lake Merced, with and without proposed constructed treatment wetlands.

The commenter notes that the LMP indicates that the criteria for diverting stormwater into the Lake remain to be developed and requests that the Final EIR/EIS explain the criteria that were used for the water quality modeling and how the conclusions concerning water quality impacts could be affected if different diversion criteria are used in the future. The diversion criteria incorporate a necessary degree of flexibility due to the variable nature of seasonal rainfall and storm event precipitation volumes and rates. Because long-term predictions of storm season characteristics, nor what the WSE will be in any given year, are not possible, the diversion criteria provide a range of parameters based on what is possible. As such, the diversion criteria incorporate flexibility for ongoing consideration of (1) precipitation variation within and across storm seasons and (2) variation in seasonal and annual water surface elevations.

The diversion criteria and hydrologic context for the stormwater diversions and supporting model analyses are provided in Section 2.6.1 of the Draft EIR/EIS (p. 2-28, *et seq*.). As noted, while such criteria may be refined following the start of operations, the stormwater routing criteria provided substantially represent the principal operating protocols proposed as part of the Project. Minor refinement of such diversion protocols would be unlikely to alter the conclusions presented for

long-term operations under Impact HYD-8 because the model assessments considered and addressed considerable water quality variability in Canal flows, as well as the volume of storm events in the context of overall lake volume. As such, the model results would not significantly deviate from the range of water quality results presented under Impact HYD-8 due to minor refinement of the diversion protocols. The subsection "Approach to Analysis" (p. 3.9-82, *et seq*.) provides a detailed description of the hydrologic context related to lake level model analysis to determine diversion thresholds necessary to meet WSE management objectives. The water quality model analyses assess potential changes to Lake Merced existing conditions as a result of Project operations, incorporating the hydrologic context of Project operations.

The Draft EIR/EIS's project-level analysis of the range of diversion criteria to be used in any given year conform to CEQA's requirement that an EIR analyze the impacts of a project's reasonably foreseeable consequences (see *Laurel Heights Improvement Ass'n v. Regents of Univ. of Cal.* (1988) 47 Cal.3d 376, 396 [analysis of potential future actions limited by availability of sufficient, reliable data]; *Save Round Valley Alliance v. County of Inyo* (2007) 157 Cal.App.4th 1437, 1449 [uncertain or speculative future actions not required to be analyzed as part of project]). The range of diversion criteria provided in the EIR/EIS represent the reasonably foreseeable criteria to be used to maintain WSE during Project operations.

USEPA-7 The comment expresses concern regarding uncertainty related to water quality impact conclusions, as well as the proposed Lake Management Plan (LMP). The comment appears to link the less-than-significant impact conclusion regarding Lake Merced water quality to implementation of the proposed LMP. This is not the case.

Unlike most projects reviewed under CEQA and NEPA, the core objectives of the Vista Grande Project are to *improve conditions* above baseline. The first Project objective is to increase storm drainage capacity thereby reducing the frequency existing storm-related flooding events and the related environmental effects. Second, the Project seeks to augment the water surface levels of Lake Merced above baseline conditions. The LMP is a project component that directly ties into the second objective. The LMP contains four core elements: (1) an operational plan for diverting stormwater into Lake Merced (i.e. diversion criteria); (2) in-lake treatment improvements that are components of the proposed Project (i.e. constructed treatment wetlands, an overflow structure, and collection box and debris-screening device); (3) lake monitoring; and (4) a suite of proposed BMPs to be implemented by Daly City and SFPUC that could be implemented as project components to *further improve* water quality in Lake Merced, in conjunction with regulatory adjustments to reflect site-specific conditions.

Impact HYD-8 (Draft EIR/EIS pages 3.9-80 to 3.9-109) considers the potential water quality impacts of diversion of Canal flows (screened to remove solids) to Lake Merced based on the range of diversion criteria presented in the LMP. Under the proposed diversion criteria, higher volume stormwater would not go through the constructed treatment wetlands, while lower volume flows and Canal base flow will. As a result, the EIR/EIS evaluated the water quality effects of diversion to the Lake both with and without the use of a constructed wetland. Based on comprehensive and detailed model analysis, utilizing project-specific hydrologic and water quality monitoring data, the EIR/EIS concludes that the inflow to Lake Merced, with use of solids removal and treatment wetlands, would have a less-than-significant impact on Lake Merced water quality.

The Project also includes additional in-lake treatment components (Appendix A, Section 3.2.3) that are intended to provide beneficial water quality impacts improving or maintaining baseline conditions and are not proposed for the purpose of addressing a significant water quality impact. These in-lake treatment components consist of operational actions that would be taken when specific conditions provide opportunities for water quality improvement. As described on page 2-9 of Chapter 2 of the EIR/EIS, Project and Alternatives, direct algae filtration of Lake Merced surface waters using the constructed treatment wetlands would occur during periods of high algae growth. As described on page 2-29, the controlled overflow of Lake Merced water to the Tunnel would occur when Lake Merced is at the target WSE and additional contributions to the lake are available. The infrastructure to achieve these in-lake treatment actions (algae skimmer and flexible piping) would be installed as part of the Project. However, because the frequency with which the necessary conditions would occur cannot be predicted with certainty, the analysis must acknowledge some uncertainty around their implementation. The uncertainty regarding the frequency in-lake management measures may be operated is related to variation in seasonal weather patterns and algal growth dynamics within Lake Merced, seasonal and annual precipitation and stormflow variability and, Lake Merced water levels. Regardless, the water quality analysis does not rely on LMP actions to achieve a less-than-significant impact. In addition to describing the less-than-significant water quality impacts that would result from Project operation, Impact HYD-8 also discusses the water quality improvements that would result from implementation of these in-lake treatment project components (pages 3.9-102 through 3.9-104). The Impact Conclusion section for Impact HYD-8 specifies that while the primary operational components are expected to improve water quality (a less-than-significant impact), “Operation of the in-lake management actions proposed as part of the Project would likely *further improve* water quality within Lake Merced through the removal of algae and the flushing of the Lake to reduce the elevated background pH” (pages 3.9-104 and 3.9-105, emphasis added).

The Project also includes as part of the LMP, monitoring protocols and proposed BMPs to be carried out by both Daly City and the SFPUC to address overall management of Lake Merced (EIR/EIS Appendix A). The monitoring program would satisfy on-going monitoring and reporting requirements to the RWQCB, but is not necessary to mitigate any water quality impact of the Project. The LMP would ensure that further monitoring data is collected to inform adaptive management of the Project and the lake itself to ensure that Lake Merced water quality is maintained and, where feasible, improved, as well as to inform the need and selection of BMPs should adverse water quality trends be identified during long-term monitoring (i.e., as a result of any number of variables that may affect lake water levels and quality). However, as described under Impact HYD-8, implementation of the Project is expected to present a long-term, incremental improvement of water quality in Lake Merced based on the results of modeling informed by robust baseline water quality data collection. Similarly, while implementation of the LMP would reduce uncertainty relating to long-term water quality trends, inform operational protocols and adaptive management of the lake, and potentially determine the need to implement BMPs to maximize anticipated water quality conditions and improvements, the LMP is not required to reduce or avoid significant impacts of the proposed Project.

The adaptive management framework is included in the LMP and would be informed by the results of long-term monitoring and analysis. Such data-driven and evidence-based adaptive management decision making would be employed to inform operational protocols (such as increases, decreases, or temporary curtailment of stormwater diversions or changes to the operation or management of the constructed treatment wetland) in order to maximize identified water quality improvements, not as mitigation for an identified impact. As discussed in the Draft EIR/EIS, implementation of the monitoring proposed as part of the LMP would have no direct impact on Lake Merced water quality. Further, the implementation of BMPs associated with the LMP would ensure Lake Merced water quality is maintained and, where feasible, improved, and would not cause secondary impacts (such as from construction) that could degrade water quality in Lake Merced.

The commenter requests an outline of the adaptive management plan. The adaptive management plan is described in Section 4.4 of the LMP, included as Appendix A of the Draft EIR/EIS. Adaptive management refers to the process that typically involves significant review of the experimental design of a monitoring plan and operates over a longer time cycle than annual monitoring and reporting (i.e., 5 to 10 years). The adaptive management plan proposed as part of the LMP provides an approach for assessing and responding to uncertainty inherent in complex systems such as Lake Merced and related dynamic lake hydrologic and water quality processes. Implementation of the adaptive management plan would enable refinement of and alterations to various operational protocols and would also inform the operation and management of specific Project components towards

achieving the goals and objectives of the Project. As described in detail in the WQA, Lake Merced hydrology and water quality is subject to a diverse range of influencing factors, inputs, and stressors. The LMP, and the adaptive management framework incorporated into the LMP, addresses and considers all such Project and non-Project inputs towards managing Lake Merced hydrology and water quality. As described in the LMP (Section 4.3 *et seq*., p. 20, Appendix A), monitoring, analysis, and reporting includes assessment of the extent to which any measured changes in Lake Merced hydrology and water quality are attributable to controllable factors, including inputs of Canal flows. As such, the LMP includes provisions for assessing water quality trends and the potential for available BMPs to address water quality trends attributable to addition of Canal flows or other identified watershed or lake management factors, and also includes a process for the implementation of response strategies, such as modifications to operational protocols. Specific aspects of the adaptive management plan related to operation of in-lake management actions, treatment wetland use, and monitoring and reporting are detailed in Section 4.4 of the LMP. The adaptive management plan, as proposed as part of the LMP, is assessed under Impact HYD-8.

Finally, as described in Section 1 of the LMP, once defined in more detail after final design and initial implementation of the Project as proposed, the operational plan and LMP would then be incorporated into an Operational Agreement executed between Daly City and SFPUC. This Operational Agreement will address staff roles and responsibilities, decision-making authorities, and funding for long-term implementation of the plan.

USEPA-8 The commenter requests that the Water Quality Assessment (WQA) be included in the formal appendices of the Final EIR/EIS and be made available on the project websites. As noted in the comment, the Council on Environmental Quality indicates that, if at all possible, technical materials should be included as an EIS appendix that accompanies the EIS, or if too voluminous to circulate, should be placed in a conveniently accessible location or furnished upon request. In this case, it was decided that the WQA was too voluminous to circulate and substantially summarized within the EIR/EIS and Lake Management Plan (Draft EIR/EIS Appendix A); and that the WQA should be included in the project administrative record, to be made available upon request. As acknowledged, the WQA was provided upon request to the USEPA. The WQA is also available on the City of Daly City website at:
http://www.dalycity.org/Assets/Departments/Water+and+Wastewater/pdf/ESA+2015+Vista+Grande+WQA.pdf

USEPA-9 The commenter summarizes specific proposed BMPs detailed in the LMP and suggests additional BMPs to be included. The Lake Management Plan proposed as part of the Project, including the associated BMPs linked to long-term hydrologic and water quality monitoring is assessed in detail under Impact HYD-8 (p. 39-80 *et seq*.)

in the Draft EIR/EIS. As described, the BMPs associated with the Lake Management Plan are not required to reduce or avoid significant impacts from implementation of the Project (see Response USEPA-7 for details). Regional and local regulations, plans, and policies relevant to the analysis of hydrologic and water quality impacts from construction and operation of the Project are presented in Section 3.9.2.2 (p. 3.9-55, *et seq.*). Described in Section 3.9.2.2 are the SFPUC and San Mateo County stormwater management plans, which include programs for post-construction stormwater management in new developments and redevelopment areas, such as minimizing impervious areas and increasing stormwater infiltration. A substantial addition of impervious surfaces is not proposed as part of the project and impacts related to the addition of impervious surfaces, such as altered drainage patterns or reduced groundwater recharge, would be less than significant (discussed under Impact HYD-3, p. 3.9-73). As such, the establishment of regional policies or planning rules to create disincentives for the addition of impervious surfaces within the Vista Grande watershed is not necessary to minimize or avoid identified significant impacts related to hydrology and water quality associated with the Project.

USEPA-10 The commenter notes that the LMP does not include a BMP for rainwater harvesting using rain barrels within the Vista Grande Watershed. As described in LMP Appendix D, BMP Screening and Ranking Matrix and Additional Treatment Measures (p. D-3), rainwater harvesting was assessed by the SFPUC and Daly City and was subsequently eliminated from further consideration and potential implementation due to potential conflicts with Project objectives to provide a sustainable source of stormwater for Lake Merced management. As such, a rainwater harvesting BMP has not been assessed as part of the Project in the Draft EIR/EIS and such a BMP is not necessary to minimize or avoid identified significant impacts related to hydrology and water quality associated with the Project.

USEPA-11 The commenter notes that the Draft EIR/EIS does not quantify construction phase impacts to wetlands. At the time of publication of the Final EIS-EIR, the delineation of wetlands and others waters of the United States and the project design were not sufficiently advanced to allow for a calculation of the impacts to jurisdictional wetlands and other waters of U.S. and of the state. However, the preliminary jurisdictional delineation was recently completed in consultation with the U.S. Army Corps of Engineers and more recent conceptual designs now indicate that permanent impacts would be less than 0.5 acre. The Corps of Engineers has indicated its intent to authorize the project under a Nationwide Permit or combination of Nationwide permits, as opposed to an Individual Permit. Nationwide Permits that are likely to authorize the project include NWP #7 (Outfall Structures and Associated Intake Structures), NWP #13 (Bank Stabilization), NWP #33 (Temporary Construction, Access and Dewatering), or NWP #43 (Stormwater Facilities). Text changes have been made in the EIR/EIS to reflect this assumption as provided below. The decision about which permits are

applicable will be made by the Corps based on final project design details to be developed after certification of the EIR/EIS. Even with the small impact area and reliance on Nationwide Permits, compensatory mitigation for permanent impacts (i.e., structural fill for outfalls) to jurisdictional wetlands and other waters is expected to be required. **Mitigation Measures 3.4-8a and 3.4-8b** provide the means by which this compensatory mitigation can be accomplished and the general content requirements of such mitigation, and have not been changed.

As a staff-initiated text change, EIR/EIS page 3.4-19, paragraph 3 has been revised:

> Daly City's environmental consultant (ESA) conducted a formal wetland delineation for federally jurisdictional wetlands and waters in November and December of 2012 (ESA, 2014). The field delineation identified and documented all potentially jurisdictional wetlands and other waters of the U.S. within the delineation study area. This wetland delineation found that within the study area, potential federally jurisdictional features include: Lake Merced, a freshwater lake used for recreational fishing and boating and thus, a Traditionally Navigable Water (TNW), and its adjacent wetlands; ~~Vista Grande Canal, a man-made, brick-lined channel constructed in dry land to capture and divert perennial stormwater and authorized non-storm water flows to the Vista Grande Tunnel and out to the Pacific Ocean (a TNW);~~ and the Pacific Ocean below the high tide line (HTL) at Fort Funston. With the exception of the Vista Grande Canal, which was determined by the Corps to be non-jurisdictional (USACE, 2016), ~~T~~the federal wetland delineation has not yet been verified by the Corps and should be considered preliminary until verification in writing is received from the Corps.

As a staff-initiated text change, EIR/EIS page 3.4-67, paragraphs 4 and 5 have been revised:

> As discussed in Section 3.4.1.5, potential jurisdictional features occur within the Project site, which have not been verified as such by regulatory agencies, with the exception of the Corps disavowing its jurisdiction over Vista Grande Canal. For the purpose of this Project analysis, these features are treated as potentially affected federal jurisdictional wetlands and other waters. Project impacts to these potentially jurisdictional features would involve temporary and permanent discharges of structures and/or fill within waters and wetlands, and/or alterations of the bed and/or banks of a lake or stream, to accommodate Project activities.
>
> Potentially jurisdictional wetlands and other waters would be affected by the placement of permanent or temporary fill material associated with ~~the installation of the collection box and box culvert at the headworks of the Vista Grande Canal, installation of the diversion structure within the Vista Grande Canal,~~ construction of the Lake Merced outlet structure in Impound

Lake, ~~construction of the temporary access ramp at the downstream end of the Canal,~~ replacement of the Lake Merced overflow structure in South Lake, and use of the temporary beach access route. ~~Approximately 1,500 feet of the 3,600-foot Canal(potentially jurisdictional other waters) would be replaced.~~ The total area of permanent impacts is expected to be less than 0.5 acre.

As a staff-initiated text change, EIR/EIS page 3.4-68, paragraph 2 has been revised:

Within the Project area, wetlands and other waters of the U.S. are regulated under Section 404 of the Clean Water Act. Because of the small area of permanent impacts to wetlands and other waters of the U.S. (less than 0.5 acre) the project will be authorized under the Nationwide Permit (NWP) Program, likely under NWP #7 (Outfall Structures and Associated Intake Structures), NWP #13 (Bank Stabilization), NWP #33 (Temporary Construction, Access and Dewatering), or NWP #43 (Stormwater Facilities), or a combination thereof, to be determine by the Corps.~~, and n~~Navigable waters are regulated by a Letter of Permission under Section 10 of the Rivers and Harbors Act. Wetlands and other waters of the state are regulated by the RWQCB under Section 401 of the Clean Water Act and the Porter-Cologne Water Pollution Control Act, and by the City and County and of San Francisco and the CCC under the California Coastal Act. Project activities resulting in the discharge of fill or other disturbance to jurisdictional wetlands and other waters require permit approval from the Corps, a water quality certification and/or waste discharge requirements from the RWQCB, and/or a coastal development permit from the CCC. Project impacts to wetlands and waters would occur within those areas subject to the Western Shoreline Plan Local Coastal Program, and in areas where the CCC has retained jurisdiction, including Lake Merced and its adjacent wetlands, and the Pacific Ocean. Finally, the CDFW has jurisdiction over riparian habitat, including lake and stream bed and banks, pursuant to Sections 1600-1616 of the Fish and Game Code. Any Project activity resulting in an alteration to lake or channel bed or banks, extending to the outer dripline of trees forming the riparian corridor, is subject to CDFW jurisdiction. Construction of the collection box and box culvert at the headworks of the Vista Grande Canal, installation of the diversion structure within the Vista Grande Canal, the discharge structure located at Impound Lake, and potential changes to the South Lake overflow structure would result in disturbance of the bed and bank of these areas, requiring a Lake and Streambed Alteration Agreement (LSAA) from the CDFW.

As a staff-initiated text change, EIR/EIS page 3.4-68, Table 3.4-3 has been revised:

TABLE 3.4-3
IMPACTS TO POTENTIAL FEDERALLY JURISDICTIONAL WETLANDS AND WATERS

Feature Type/Name	Impact Type	Preliminary Regulatory Jurisdiction
Waters		
Lake Merced	Temporary and permanent loss Permanent gain	Corps (Section 404 CWA, Section 10 RHA), RWQCB (Section 401, P-C), CCC jurisdiction, CDFW Section 1600
Vista Grande Canal	Permanent loss	~~Corps (Section 404 CWA),~~ RWQCB (~~Section 401,~~ P-C), CDFW Section 1600
Pacific Ocean	Temporary and permanent loss	Corps (Section 404 CWA, Section 10 RHA), RWQCB (Section 401, P-C), CCC jurisdiction
Beach at Fort Funston	Temporary and permanent loss	Corps (Section 404 CWA, Section 10 RHA), RWQCB (Section 401, P-C), CCC jurisdiction
Wetlands (Lake Merced)		
Bulrush Wetland (BW)	Temporary and possibly permanent loss	Corps, CCC, RWQCB (Section 401, P-C), CDFW Section 1600
Knotweed Wetland (KW)	Temporary and possibly permanent loss	Corps, CCC, RWQCB (Section 401, P-C), CDFW Section 1600
Arroyo Willow Wetland (AWW)	Temporary and possibly permanent loss	Corps, CCC, CDFW Section 1600

SOURCE: ESA, 2014

As a staff-initiated text change, EIR/EIS page 3.4-133 has been revised:

U.S. Army Corps of Engineers (USACE), 2016. Letter Correspondence determination regarding the Vista Grande Canal as a non-jurisdictional feature. Received April 29, 2016.

USEPA-12 This comment requests that the Final EIR/EIS update the project description's discussion of the final disposition of construction and demolition waste according to Daly City and San Francisco waste diversion ordinances. Impact UTIL-3 on page 3.16-9 of the Draft EIR/EIS discusses the impacts that project construction would have on landfill capacity. In addition, UTIL-4 on page 3.16-10 of the Draft EIR/EIS discusses the Project's compliance with government statutes and regulations pertaining to solid waste. It is in these locations that the regulatory setting for Daly City and San Francisco is applied to projected construction waste. Since much of the Project construction activities would occur within San Francisco, this analysis assumes that the Project would comply with San Francisco's C&D ordinance, ensuring that at least 65 percent of excess material (approximately 30,600 cubic yards) would be diverted from landfills and that all C&D material would be sent to a registered facility that reuses or recycles those materials. In addition, the National Park Service has expressed interest in reuse of some construction spoils at Fort Funston (see also Chapter 4, Draft EIR/EIS Text

Revisions). It is also noted that EIR/EIS Chapter 2, Project and Alternatives, acknowledges the City of Daly City waste diversion requirements.

In response to Comment USEPA-12, EIR/EIS page 2-12, paragraph 3 has been revised:

> This section details the construction locations, activities and methods for the proposed project. **Table 2-1** summarizes the proposed construction activities including demolition and tree removal; project component construction or demolition; excavation; spoils[2]storage, waste diversion[3] and disposal, and dewatering activities; and installation of work/staging areas.

[2] "Spoils" refers to soil remaining from an excavation after backfilling is completed.
[3] Diversion requirements set forth under Daly City Municipal Code 15.64.020 and San Francisco Ordinance No. 27-06

USEPA-13 This comment identifies updated information regarding the 2015 reissuance of the Municipal Regional Permit (MRP).

In response to Comment USEPA-13, page 3.9-1, paragraph 3 (continuing on page 3.9-2) has been revised:

> The study area is located within the San Francisco Coastal South Watershed (USEPA, 2015), which extends from western San Francisco to the southern end of San Mateo County. Lake Merced, the major surface freshwater feature in the study area, is a naturally occurring lake located approximately 0.25 mile from the Pacific Ocean in the southwestern corner of San Francisco. The proposed Project components are all located within the Lake Merced urban watershed, one of eight distinct urban watersheds within the City and County of San Francisco (San Francisco). A natural watershed is the land area that drains to a single body of water such as a stream, lake, wetland, or estuary, whereas an urban watershed can replace overland sheet flow to natural tributaries with constructed storm and sewer systems that separately collect and convey flows. Storm and authorized non-storm flows[1] (also referred to as exempt and conditionally exempt discharges under the Municipal Regional Stormwater Permit, RWQCB Order ~~R2-2009-0074~~ R2-2015-0049) within the urban watersheds on the western side of San Francisco, including the Lake Merced urban watershed, flow toward the Pacific Ocean through constructed stormwater conveyance systems.

[1] Authorized non-stormwater discharges (also called exempt and conditionally exempt discharges) are described in detail in Section C.15 of the Municipal Regional Stormwater NPDES Permit, RWQCB Order No. ~~R2-2009-0074~~ R2-2015-0049; detail in Section C.15 of the Municipal Regional Stormwater NPDES Permit, RWQCB Order No. ~~R2-2009-0074~~ R2-2015-0049; examples include pumped groundwater, runoff from landscape irrigation, water from foundation drains, air conditioning condensate, water from residential car washing activities, and the like.

In response to Comment USEPA-13, page 3.9-49, paragraph 4 has been revised:

> Stormwater runoff and authorized non-storm flows (conditionally exempt discharges) from Daly City and the other San Mateo County cities have been regulated under MS4 NPDES permits since 1993. These MS4 permits, including the current Municipal Regional Permit, RWQCB Order No. ~~R2-2009-0074~~ R2-2015-0049 (MRP), re-issued by the Water Board on November 19, 2015, to regulate stormwater discharges from municipalities and local agencies in San Mateo County, have contained increasingly prescriptive requirements, typically in the form of enhanced BMPs.

In response to Comment USEPA-13, page 3.9-87, paragraph 3 has been revised:

> To assess the direct and indirect long-term impacts of Project operations on Lake Merced water quality, a detailed Project-specific WQA was developed (ESA, 2015). The WQA presents analysis of the potential changes to Lake Merced existing conditions as a result of Project operations and incorporates the hydrologic context of Project operations, such as the relative volume of Canal flows as compared to overall lake volume. Additionally, as part of the analysis of potential water quality effects to Lake Merced, the water quality of Canal flows were considered within the context of proposed physical and operational Project elements (such as the screening device, the treatment wetlands, and the diversion protocols), as well as regulatory controls[12] to urban runoff water quality.

[12] As discussed in detail in the WQA and in Section 3.9.2, the existing and proposed diversions of flows from the Vista Grande Canal to Lake Merced are covered under the existing MS4 NPDES permit, called the MRP, RWQCB Order No. ~~R2-2009-0074~~ R2-2015-0049. No additional NPDES permits are needed for Project operation. The operational protocols and the use of in-lake management actions and BMPs proposed as part of the Project are described in Section 2.6.1 and 2.6.2, respectively.

USEPA-14 This comment, stating that it is appropriate and accurate to evaluate utilities and public services under NEPA, is noted. As discussed in Section 3.16 Utilities and Service Systems on page 3.16-1 of the Draft EIR/EIS, utilities and service systems are considered under CEQA, but are not considered by NPS under NEPA. Nevertheless, the effects on water, wastewater, and solid waste utilities and services were all found to be less than significant. As discussed in Impact UTIL-1 on page 3.16-7, since Daly City would comply with SFPUC Wastewater Enterprise's permit conditions for dewatering, the SFPUC Construction Site Runoff and Control Permit, and the Statewide General Construction and /or construction Site Runoff Control Permit, the Project would not exceed wastewater treatment requirements issued by the RWQCB. Furthermore, the SFPUC Oceanside Treatment Plant has adequate capacity to serve the project's temporary incremental increases in wastewater flows. As discussed in Impact UTIL-2 on page 3.16-8, the Project would require water for dust control purposes, but would otherwise have a beneficial impact

on water supply resources. As discussed in Impacts UTIL-3 and UTIL-4 on pages 3.16-9 and 3.16-10, construction and demolition wastes would be diverted from landfill according to local waste diversion ordinances, and the project would therefore not adversely affect landfill capacity; nor would the project conflict with governmental regulations pertaining to waste diversion. Finally, as discussed in Impact UTIL-5 on page 3.16-10, the Project would comply with provisions of the San Francisco Public Works Code, Cal/OSHA requirements, and SFDPW's Envista Utility Coordination tool, therefore effects related to the disruption of utility operations or accidental damage to existing utilities would be less than significant.

USEPA-15 This comment requests that the Final EIR/EIS be updated to reflect Mussel Rock Transfer Station's closure in February 2016.

In response to comment USEPA-15, EIR/EIS page 3.16-4, paragraph 1 has been revised:

Daly City

~~Allied Waste~~ Republic Services provides residential and commercial garbage collection services for Daly City. Collected garbage that is not compostable is directed to ~~the Daly City Mussel Rock Transfer Station located at Skyline Drive and Westline Drive in Daly City, and eventually~~ the Corinda Los Trancos Landfill (formerly Ox Mountain Sanitary Landfill), located 3 miles east of Half Moon Bay off of Highway 92. This facility has a ceased operational date of January 2018 with a permitted capacity of 69 million cubic yards, and total remaining capacity of approximately 26.9 million cubic yards as of May 2011 (Davies, 2014). In 2012, Daly City generated approximately 54,000 tons of solid waste and directed approximately 53,000 tons to the Corinda Los Trancos Landfill (CalRecycle, 2014d).

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Established in 1938

July 1, 2016

File Ref: SCH # 2013032001

Patrick Sweetland
City of Daly City, Department of Water and Wastewater Resources
153 Lake Merced Boulevard
Daly City, CA 94015

Subject: Environmental Impact Report/Environmental Impact Statement (EIR/EIS) for the Vista Grande Drainage Basin Improvement Project, San Mateo and San Francisco Counties

Dear Mr. Sweetland:

The California State Lands Commission (CSLC) staff has reviewed the Draft EIR/EIS for the Vista Grande Drainage Basin Improvement Project (Project), which is being prepared by the city of Daly City (City). The City, as a public agency proposing to carry out the Project, is the lead agency under the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 et seq.), and the National Park Service is the lead agency under the National Environmental Policy Act (42 U.S.C. § 4321 et seq.). The CSLC is a CEQA trustee agency for projects that could directly or indirectly affect sovereign lands and their accompanying Public Trust resources or uses. Additionally, because the Project involves work on sovereign lands, the CSLC will act as a responsible agency.

CSLC Jurisdiction and Public Trust Lands

The CSLC has jurisdiction and management authority over all ungranted tidelands and submerged lands, and the beds of navigable lakes and waterways. The CSLC also has certain residual and review authority for tidelands and submerged lands legislatively granted in trust to local jurisdictions (Pub. Resources Code, §§ 6009, subd. (c), 6301, 6306). All tidelands and submerged lands, granted or ungranted, as well as navigable lakes and waterways, are subject to the protections of the common law Public Trust.

As general background, the State of California acquired sovereign ownership of all tidelands and submerged lands and beds of navigable lakes and waterways upon its admission to the United States in 1850. The State holds these lands in trust for the benefit of all people of the State for statewide Public Trust purposes, which include but are not limited to waterborne commerce, navigation, fisheries, water-related recreation,

habitat preservation, and open space. On tidal waterways, the State's sovereign fee ownership extends landward to the mean high tide line (MHTL), except for areas of fill or artificial accretion or where the boundary has been fixed by agreement or a court. Such boundaries may not be readily apparent from present day site inspections.

The existing CSLC lease, PRC 1364.9, would need to be amended for proposed work on the existing ocean outlet structure and 33-inch outfall pipeline located on Pacific Ocean sovereign land. The uplands at this location are located within lands the State acquired and patented under a 500,000-acre federal grant. An easement over sovereign State land at this location was granted in 1962 to North San Mateo County Sanitation District for a sanitary sewer outfall line.

The MHTL remains ambulatory at this location, and so the CSLC has not fixed a precise boundary between State-owned uplands and sovereign Public Trust tide and submerged lands. A MHTL survey is required to determine the exact CSLC jurisdictional boundary and current extent of existing structures on State sovereign land. At a minimum, a Public Trust easement exists on the beach to provide public access.

This determination is made for the purpose of comment on the Draft EIR/EIS and is without prejudice to any future assertion of State ownership or public rights, should circumstances change or if additional information comes to our attention. This letter is not intended, nor should it be construed as, a waiver or limitation of any right, title, or interest of the State of California in any lands under its jurisdiction.

Project Description

The Project proposes to address storm water related flooding within the Vista Grande Drainage Basin through improvements to existing storm water conveyance facilities. The Project meets the City's goals and objectives as follows:

- Improve storm water drainage of the lower Vista Grande Basin to accommodate peak flows generated by a 25-year, 4-hour storm;
- Implement a lake management plan to manage water quality and hydrology for Lake Merced;
- Improve recreational access along the beach below Fort Funston;
- Reduce litter transfer and deposition along the beach below Fort Funston; and
- Maximize use of existing right-of-ways, easements, and infrastructure to minimize construction related costs, habitat disturbance, and disruption to recreational users.

From the Project Description, CSLC staff understands that the Project would include the following components:

- Ocean Outlet Structure. Replace the existing ocean outlet structure and a portion of the existing 33-inch submarine outfall pipeline that crosses the beach at Fort Funston by carrying out the following tasks:

- Install and remove cofferdam sheet piles;
- Demolish and remove the existing outlet and exposed portions of the existing Vista Grande Tunnel;
- Create a portal structure;
- Install a new ocean outlet structure of cast-in-place concrete;
- Remove an existing 27-inch force main pipeline;
- Replace approximately 120 feet of the existing 33-inch submarine outfall pipeline that crosses the beach (outside of the cofferdam) with a new 33-inch welded steel pipeline;
- Insert four, 3-foot by 3-foot concrete piers embedded in the beach sand to support the replacement pipeline; and
- Connect a new 33-inch welded steel pipeline to the existing submarine outfall pipeline.

- Make improvements to the existing upland storm drain system, which includes the Vista Grande Canal, Effluent Gravity Pipeline, Lake Overflow Structure, and Vista Grande Tunnel.

The Draft EIR/EIS identifies the proposed Project as the Environmentally Superior Alternative.

Environmental Review

CSLC staff requests that the City consider the following comments on the Project's EIR.

General Comments

1. CSLC Acronym: CSLC staff requests that the EIR/EIS correct the acronym "CSLC" throughout the document (e.g., change from "CLSC" on page 5-2). It is correctly abbreviated in the Acronyms and Abbreviations on page 6-3.

2. Structures to be Removed: CSLC staff requests that the following information be provided in the Final EIR/EIS:

   a. Length of 33-Inch Pipeline: CSLC staff requests that the Final EIR/EIS consistently identify the correct length of the 33-inch concrete pipeline proposed to be removed. For example, the Draft EIR/EIS states the pipeline length is 120 feet on page 2-19, and 140 feet on page 2-26.

   b. Pipeline Removal Locations: CSLC staff requests that the Final EIR/EIS include a map showing the locations of the pipelines proposed to be removed, so that the reader may better understand possible environmental and potential cumulative impacts resulting from Project-related activities.

Biological Resources

3. Use of Impact or Vibratory Pile Driving: CSLC staff requests that the Final EIR/EIS explain when an impact pile driver or a vibratory pile driver would be used for the portion of the Project on the beach. This explanation would help a reader understand

why one type of pile driver would be preferred over the other, if both generate the same noise levels as shown in Table 3.11-3 on page 3.11-13.

Cultural Resources

4. Cultural Resources Studies: Please be advised that studies proposed on lands under the CSLC's jurisdiction require a permit from the CSLC, and that no resources or artifacts may be removed from their existing location(s) on sovereign land without CSLC approval.

5. Mitigation Measure 3.5-3: CSLC staff requests that Mitigation Measure 3.5-3 on page 3.5-36 state that any submerged archaeological site or submerged historic resource that has remained in State waters for more than 50 years is presumed to be significant.

Hydrology and Water Quality

6. Spill Prevention and Cleanup Plan: CSLC staff requests that the Spill Prevention and Cleanup Plan referenced on page 3.6-18, be included as a mitigation measure in the Final EIR/EIS, because of work on the beach and equipment being brought to the site from Avalon Canyon Access Road, as seen in Figures 2-1 (page 2-3), 2-4 (page 2-21), 3.2-7 (page 3.2-8), and 3.4-1 (page 3.4-3). The Plan should provide specific, feasible, and enforceable measures to minimize potential for spills and accidents from equipment on the beach, and to explain clean up measures.

7. Mitigation Measure Requirements: CSLC staff requests that any existing Spill Prevention and Cleanup Plan or proposed mitigation measures be presented as specific, feasible, enforceable obligations, or be presented as formulas containing performance standards which would mitigate the significant effect of the Project (State CEQA Guidelines, §15126.4). In the event the formulation of specific mitigation measures must be deferred, the EIR should do the following:

    - Explain why deferral is necessary
    - Describe potential mitigation strategies or options that could be formulated
    - Describe mitigation performance standards as described above.

Climate Change

8. Sea-Level Rise: A tremendous amount of State-owned lands and resources under the CSLC's jurisdiction will be impacted by rising sea levels. With this in mind, the City should consider discussing in the Final EIR/EIS, whether and how various Project components might be affected by sea-level rise, and whether "resilient" designs have been incorporated. The Project is located in a low-lying, flood-prone area that will be affected by rising sea levels. Additionally, because of their nature and location, the lands and resources in the area of the Project are already vulnerable to a range of natural events, such as storms. As individual projects are designed and evaluated, attention should be given to sea-level rise projections to ensure the structures' designs are sufficient to ensure function, safety, and

protection of the environment over the expected life of the structure. Note that the State of California released the final "Safeguarding California: Reducing Climate Risk, an Update to the 2009 California Climate Adaptation Strategy" (Safeguarding Plan) on July 31, 2014, to provide policy guidance for State decision-makers as part of continuing efforts to prepare for climate risks. The Safeguarding Plan sets forth "actions needed" to safeguard ocean and coastal ecosystems and resources as part of its policy recommendations for State decision-makers.

In addition, Governor Brown issued Executive Order B-30-15 in April 2015, which directs State government to fully implement the Safeguarding Plan and factor in climate change preparedness in planning and decision making. Please note that when considering lease applications, CSLC staff will need to do the following:

- Request information from applicants concerning the potential effects of sea-level rise on their proposed projects;
- If applicable, require applicants to indicate how they plan to address sea-level rise and what adaptation strategies are planned during the projected life of their projects; and
- Where appropriate, recommend project modifications that would eliminate or reduce potentially adverse impacts from sea-level rise, including adverse impacts on public access.

Recreation

9. Public Access on the Beach: CSLC staff requests that appropriate mitigation measures (stated on page 1-9, but not proposed) be included in the Final EIR/EIS to avoid possible recreational impacts to the public using the beach (Figure 3.2-8 on page 3.2-14). Mitigation measures should include, but not be limited to the following measures:
    - Place notices at and around the Project site on the beach prior to construction, informing the public of when the Project site would have restricted public access;
    - Place maps at and around the Project site identifying alternate access points;
    - Place notices on the City and Fort Funston's websites informing the public of when these sites may have restricted public access due to Project construction; and
    - Incorporate measures on the beach to protect the public during construction activities on the beach.
10. Public Hazard on the Beach: CSLC staff requests that the Final EIR/EIS discuss how the exposed outfall pipeline on the beach (Figure 3.2-8 on page 3.2-14) would be addressed to reduce possible hazards when the pipeline is exposed during the winter months.

11. Abandoning Pipeline In Place: CSLC staff requests that additional analysis be included in the Final EIR/EIS explaining the location of the force main pipeline, its current conditions, how it would be abandoned in place, and why it would be abandoned in place and not removed.

Thank you for the opportunity to comment on the Draft EIR/EIS for the Project. As a responsible and trustee agency, the CSLC will need to rely on the Final EIR/EIS for the issuance of any amended lease as specified above, and therefore, we request that you consider our comments prior to certification of the Final EIR/EIS.

Please send copies of future Project-related documents, including electronic copies of the Final EIR/EIS, Mitigation and Monitoring Program, Notice of Determination, CEQA Findings, and if applicable, Statement of Overriding Considerations when they become available, and refer questions concerning environmental review to Afifa Awan, Environmental Scientist, at (916) 574-1891 or via e-mail at Afifa.Awan@slc.ca.gov. For questions concerning archaeological or historic resources under CSLC jurisdiction, please contact Assistant Chief Counsel Pam Griggs at (916) 574-1854 or via e-mail at Pamela.Griggs@slc.ca.gov. For questions concerning CSLC leasing jurisdiction, please contact Al Franzoia, Public Land Management Specialist, at (916) 574-0992 or via e-mail at Al.Franzoia@slc.ca.gov.

Sincerely,

Cy R. Oggins, Chief
Division of Environmental Planning
and Management

cc: Office of Planning and Research
A. Awan, CSLC
L. Calvo, CSLC
A. Franzoia, CSLC

3.3 Response to Comments from California State Lands Commission

CSLC-1 This comment notes that the existing California State Lands Commission (CSLC) lease, PRC 1364.9 would need to be amended for proposed work on the existing ocean outlet structure and 33-inch outfall pipeline. Draft EIR/EIS Section 2.11, Regulatory Requirements, Permits, and Approvals discusses the construction and other permits for proposed components or improvements and acknowledges that the CSLC has management responsibility of sovereign lands associated with the proposed project and that a lease amendment may be required. To support the regulatory permitting process, the City of Daly City has initiated discussions with the CSLC (see Section 5.1.3, discussing consultation and coordination with the CSLC), and will continue coordination with CSLC regarding potential information needs such as a mean high tide line (MHTL) survey that would determine the exact CSLC jurisdictional boundary and extent of existing, and proposed land on State sovereign land. It is also noted that the CSLC holds a least to NPS that covers land that may be within the project area; thus, the City of Daly City coordination with the CSLC will include participation by the NPS.

CSLC-2 This comment requests that the EIR/EIS correct the acronym "CSLC". In response to this comment, the following text revision has been made:

5.1.3 CSLC

Daly City staff met with California State Lands Commission (C~~L~~SL̲C) staff once during preparation of the EIR/EIS. The meeting was conducted via teleconference on October 29, 2014. The purpose of the meeting was to provide C~~L~~SL̲C staff with an overview of the Project, review the agency's jurisdiction, identify resource issues that should be considered in the EIR/EIS, and to discuss permitting requirements. The Project schedule was also discussed at the meeting. Of primary interest to C~~L~~SL̲C staff was determining the landward extent of C~~L~~SL̲C jurisdiction (given the inland migration of shoreline with bluff erosion) and ensuring that resources within that jurisdiction are protected.

CSLC-3 This comment requests that the Final EIR/EIS consistently identify the correct length of the 33-inch concrete pipeline proposed to be removed. As discussed on pages 2-10 and 2-19, approximately 120 feet of the existing 33-inch submarine outfall pipeline that crosses the beach at Fort Funston, would be replaced at the same elevation as the existing pipeline. However, the exact length of the portion to be replaced will be determined during detailed design that will inform all permit applications.

In response to Comment CSLC-3, EIR/EIS page 2-26, paragraph 6 has been revised:

- **Ocean Outlet structure:** 300 cy of exposed brick and shotcrete lined tunnel and concrete structure to be demolished and disposed of. Approximately ~~140~~ 120 feet of 33-inch concrete pipe from the replacement of the submarine outfall pipeline to be disposed of.

CSLC-4 This comment requests that the Final EIR/EIS include a map showing the locations of the pipelines proposed to be removed. The Project Description is based upon preliminary design drawings and higher level engineering design drawings are being developed that will be available for review as part of the regulatory permit application process, as noted in Draft EIR/EIS Section 2.11, Regulatory Requirements, Permits, and Approvals and discussed above in response to Comment CSLC-1. The locations of the pipelines to be removed, such as the section of the 33-inch wastewater effluent gravity pipeline adjacent to the Canal, the portion of the 33-inch outfall pipe that would be replaced at the beach, and a section of the 27-inch force main at the beach, are all in the immediate vicinity of structures identified in **Figures 2-2a**, **2-2b**, and **2-3b** and within the environmental setting described and analyzed in EIR/EIS Chapter 3, Environmental Analysis.

CSLC-5 This comment requests that the Final EIR/EIS explain when an impact pile driver or a vibratory pile driver would be used for the portion of the Project on the beach. **Table 2-3** in the Project Description, found on page 2-23 of the EIR/EIS, notes that a pile driver would be used for construction related to the Shaft/Ocean Outlet and Tunnel Portal/Canal and Wetlands for a duration of 18 weeks. The type of equipment (pile driver or vibratory pile driver) would be selected by the assigned construction contractor, with the selection likely being made based on which equipment is owned by or available to the contractor. However, it is more likely that a vibratory pile driver would be used on the beach, due to its smaller size compared to an impact driver. As noted, both have the same noise level as shown in **Table 3.11-3** on page 3.11-13.

CSLC-6 This comment notes that studies proposed on CSLC lands require a permit from the CSLC and that no resources or artifacts may be removed from their existing location(s) on such lands without approval. See discussion in comment CSLC-1 for response regarding permits pertaining to the CSLC. As stated in **Mitigation Measure 3.5-3** consultation with the CSLC is required if an archaeological resource or shipwreck is discovered on lands under CSLC jurisdiction.

CSLC-7 This comment requests that **Mitigation Measure 3.5-3** state that any submerged archaeological site or submerged historic resource that has remained in State waters for more than 50 years is presumed to be significant, is noted. As stated in **Mitigation Measure 3.5-3** in the case of an inadvertent discovery of a submerged archaeological site, shipwreck, or related artifacts, the applicable jurisdictional

agency shall also contact and initiate consultation with the CSLC staff within two business days of such discovery. The CSLC will then have the opportunity to make a determination on the historical significance of the find, including a determination based on the length of time a potential cultural resource has been submerged.

CSLC-8 This comment requests that the Spill Prevention and Cleanup Plan referenced on page 3.6-18 of the EIR/EIS include work on the beach and equipment being brought to the site from Avalon Canyon, and include specific, feasible, and enforceable measures to minimize potential for spoils and accidents. The commenter references the description of the mandatory NPDES Construction General Permit regulatory requirements found on EIR/EIS page 3.6-18, However, impacts associated with potential for spills and accidents within the project area to result in soil, water quality, or hazardous materials releases are discussed in the impact analysis sections of Sections 3.6.5 (Geology and Soils); 3.8.5 (Hazards and Hazardous Materials); and 3.9.5 (Hydrology and Water Quality). Impacts from potential spills associated with construction activities in the coastal and beach areas of the Project are comprehensively assessed in Section 3.9.5.1 under Impact HYD-1 (p. 3.9-61 *et seq*.). The analysis presented under Impact HYD-1 includes consideration of the spill prevention and cleanup plan referenced in Section 3.6, Geology and Soils (p. 3.6-18). As noted under Impact HYD-1, while the use of fuels and other chemicals during construction could be spilled, the Project would be required to adhere to the requirements of the Construction General Permit (CGP), including in beach and coastal areas. As described in HYD-1, assessment of application of the CGP to the Project determined that compliance with the CGP, which includes preparation and implementation of a Stormwater Pollution Prevention Plan with associated BMPs (including developing and implementing a spill prevention and cleanup plan, specific methods and materials for controlling sediments, and other erosion control measures) as well as inspection and reporting, would effectively reduce and minimize spill related impacts during construction. The required (non-discretionary) adherence to these requirements, which include specific, feasible, and enforceable requirements under existing regulations, would effectively reduce potential impacts associated with spills or leaks of hazardous materials during construction and impacts at the beach and all construction areas were concluded to be less than significant. Because the actions required are specific, feasible, and enforceable, the suggested additional measures (description of potential strategies and options that could be formulated, and description of performance standards), is not necessary.

CSLC-9 This comment requests that the Final EIR/EIS discusses the impacts that sea-level rise may have on various Project components and whether “resilient” designs have been incorporated, as CSLC lease decisions must consider climate change preparedness in planning and decision making. As discussed in Section 2.6.1, Management of Stormwater Flow, the proposed project responds to climate change by improving stormwater drainage in the lower Vista Grande Basin to

accommodate peak flows generated by the 25-year/4-hour design storm. Storms such as this could be more frequent with climate change. In addition, the hydraulics analysis supporting the 30% project design included climate change projections in the determination of design criteria, including capacity, placement/location, and materials; and the Lake Merced Lake-Level Model, which evaluated the effects of flow diversion from the Vista Grande Project to Lake Merced, also included consideration of expected climate change impacts**.**

As noted in the comment, the Project is located in a coastal area that will be affected by sea-level rise. Baseline conditions and future baseline conditions related to sea-level rise, including flooding and flood risks, beach profile fluctuations, rates of bluff erosion, and consideration of storms and wave run-up events are described in detail in Section 3.9.1.2 of the Draft EIR/EIS under "Coastal Processes and Bluff Erosion Affecting the Vista Grande System" (p. 3.9-15, *et seq*.) and under "Flooding" (p. 3.9-20, *et seq*.). Additionally, regulations related to coastal development, sea-level rise, facility resilience, and adaptation applicable to the Project are described in Section 3.9.2.1 under "California Coastal Act of 1976" (p. 3.9-54, *et seq*.). The potential impacts of the Project related to sea-level rise and coastal flooding are comprehensively assessed, with consideration of applicable regulatory requirements and long-term policy guidance related to sea-level rise and coastal development, under Impact HYD-9 (p. 3.9-109 *et seq*.). The analysis provided under Impact HYD-9 assesses impacts associated with sea-level rise including consideration of defensible sea-level rise projections, proposed Project design in regards to coastal access, public safety, protection of the environment (including bluff erosion rates, beach profile alterations, and landslide hazard). The analysis determined that the Project could have substantial adverse effects on shoreline processes (such as sand supply and bluff erosion) and also could conflict with California Coastal Act requirements. As such, **Mitigation Measure 3.9-2, (Avoidance and Minimization of Conflicts with California Coastal Act and NPS Management Policies)**, requires the final Project engineering design to minimize conflicts with the applicable Coastal Act requirements and be designed to eliminate or mitigate adverse effects on local shoreline processes as well as assure stability and structural integrity, and neither create nor contribute significantly to erosion, geologic instability, or destruction of the site or surrounding area or in any way require the construction of protective devices that would substantially alter natural landforms along bluffs and cliffs. **Measure 3.9-2** also requires Daly City to complete a Project-specific coastal engineering study for the final Project design, consistent with the California Coastal Commission's 2015 Sea-Level Rise Policy Guidance and implement study recommendations related to design and sea-level rise requirements. However, while implementation of such measures would reduce potential adverse effects of the Project on coastal resources, the analysis presented in the Draft EIR/EIS concluded that impacts could remain significant and unavoidable. The requirements and recommendations provided regarding CSLC considerations related to assessing lease

agreements are noted and such information would be provided as part of the coastal engineering study required by **Mitigation Measure 3.9-2** (p. 3.9-114, *et seq*.).

CSLC-10 This comment requests that mitigation measures stated to avoid possible recreation impacts on the beach be included in the Final EIR/EIS as proposed mitigation measures.

In response to Comment CSLC-11, EIR/EIS page 3.15-9, paragraph 3 (continuing on page 3.15-10) has been revised:

> **M-3.15-1: Construction Traffic Management Plan**. Daly City and/or its contractor(s) shall prepare and implement a Construction Traffic Management Plan in accordance with professional traffic engineering standards to show methods for maintaining traffic flows on roadways and access to recreational resources directly affected by Project construction, which shall include, at a minimum, the following requirements:
>
> a) Develop circulation plans to minimize impacts on local street circulation; use flaggers and/or signage to guide vehicles through and/or around the construction zone (including, as needed, for trucks turning into and out of Fort Funston at the intersection of SR 35 and Fort Funston Road). Circulation plans may be modified during construction, based on observed conditions.
>
> b) Identify truck routes and, to the extent possible, use haul routes that minimize truck traffic on local roadways and residential streets.
>
> c) Schedule truck trips to minimize trips during the peak morning and evening commute hours, and the peak hours of arrivals and departure from Fort Funston, to the extent possible.
>
> d) Provide sufficient staging areas for trucks accessing construction zones to minimize disruption of access to adjacent land uses, particularly within residential neighborhoods.
>
> e) Maintain pedestrian and bicycle access and circulation during Project construction where safe to do so. If construction activities encroach on a bicycle lane, post warning signs that indicate bicycles and vehicles are sharing the lane.
>
> f) Maintain public safety and access on the beach by posting notices and maps at and around the project site and on the Golden Gate National Recreation Area's website prior to and during construction, informing the public about when and where public access could be restricted and about alternative access points, if applicable; and incorporate measures on the beach to protect the public during construction activities.
>
> ~~f~~g) Store all equipment and materials in designated contractor staging areas on or adjacent to the worksite, in such a manner to minimize obstruction of traffic.

~~g~~h) Implement roadside safety protocols and provide advance "Road Work Ahead" warning signs and speed control (including signs informing drivers of state-legislated double fines for speed infractions in a construction zone) to achieve required speed reductions for safe traffic flow through the work zone.

~~h~~i) Coordinate construction with facility owners or administrators of sensitive land uses such as police and fire stations (including all fire protection agencies), transit stations, hospitals, and schools, as well as Fort Funston. Notify facility owners or operators in advance of the timing, location, and duration of construction activities.

~~i~~j) Provide residents adjacent to Project construction areas (e.g., on Avalon Drive and Westmoor Avenue) with information regarding Project construction in their area, including anticipated start and end of construction activities.

~~j~~k) Coordinate construction with local traffic agencies, SFMTA, NPS, and SamTrans, to minimize disruption and arrange for the temporary relocation of bus stops in work zones as necessary.

CSLC-11 This comment requests that the Final EIR/EIS discuss how the exposed outfall on the beach would be addressed to reduce possible hazards when the pipeline is exposed in the winter.

As discussed in EIR/EIS Section 1.3.1, CEQA Project Objectives, Daly City has identified the following objectives for the proposed Project:

- Improve stormwater drainage of the lower Vista Grande Basin to accommodate peak flows generated by the 25-year/4-hour design storm;
- Provide a sustainable source of stormwater, establish a target maximum water surface elevation, and implement a Lake Management Plan (see Appendix A) for management of Lake Merced water quality, groundwater, and surface water elevation;
- Improve recreational access and reduce litter transfer and deposition along the beach below Fort Funston; and
- Maximize use of existing rights-of-way, easements, and infrastructure to minimize construction-related costs, habitat disturbance, and disruption to recreational users.

While removal and replacement or other methods of reducing exposure of the submarine outfall pipeline would improve recreational access along the beach below Fort Funston, it would not meet the other project objectives, and is not related to the primary objectives of the project (stormwater management and Lake Merced management). Thus, replacement or other methods of reducing exposure of the submarine outfall pipeline are not part of the proposed project. As described in the EIR/EIS at page 3.2-18, the outfall pipeline would continue to be exposed during some times of the year, as currently occurs.

Should replacement or other changes to the submarine outfall pipeline be required in the future, such as due to pipeline failure risk, such an undertaking would be subject to CEQA, NEPA, and regulatory permitting processes. It is noted that replacement of the outfall pipeline at a lower elevation that would avoid beach exposure would require that the entire pipeline, which extends 2,500 feet from the shore would need to be replaced in order a change in elevation at the beach to be accommodated, which would likely be associated with substantial impacts on marine ecology and other natural resources.

CSLC-12 This comment requests that the Final EIR/EIS include additional analysis explaining the location, current conditions, and abandonment procedures of the force main pipeline. The force main pipeline begins at the Daly City Wastewater Treatment Plant at 153 Lake Merced Boulevard in Daly City and crosses under the Olympic Club and Fort Funston until it emerges on the cliff face. Abandonment in place of the pipeline will consist of filling the pipeline with a flowable, stable material, such as cellular concrete. Injection points would be via existing pipeline access points such as manholes and or air/vacuum valves, and would be selected based on accessibility, as well as grade and distance between points. In general, points will be selected approximately 200 to 700 feet apart. Injection would be from the high point of the backfilled reach, and material would flow to the low point. It is likely that cellular concrete would be delivered via a ready mix concrete truck. The truck would deliver a partial load of neat cement grout, and a trailer mounted foam generator plant would inject the desired amount of foam into the concrete truck to create cellular concrete. The mixture would then be pumped or tailgated directly into the forcemain injection point. Abandonment in place of the force main pipeline would have far fewer impacts than removal of the pipeline. Removal of the pipeline would require ground disturbance of approximately 4,500 feet within the Olympic Club and approximately 1,900 feet within Fort Funston, much of it being south of the entrance road. Disturbance of Olympic Club activities and property is discouraged by the Olympic Club. In addition, portions of Fort Funston south of the entrance road include substantial areas of sensitive habitat and NPS has requested that the project avoid this area to the highest extent possible. Therefore, filling the force main and abandoning in place is preferred. As noted in Section 2.4.2, Vista Grande Tunnel and East and West Portals, on pages 2-10 and 2-12, the exposed portion of the 27-inch force main that currently protrudes from the cliff face would be removed back to the cliff face.

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STATE OF CALIFORNIA—CALIFORNIA STATE TRANSPORTATION AGENCY EDMUND G. BROWN Jr., Governor

DEPARTMENT OF TRANSPORTATION
DISTRICT 4
P.O. BOX 23660
OAKLAND, CA 94623-0660
PHONE (510) 286-5528
FAX (510) 286-5559
TTY 711
www.dot.ca.gov

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SCH# 2013032001

Mr. Patrick Sweetland
Department of Water and Wastewater Resources
City of Daly City
153 Lake Merced Boulevard
Daly City, CA 94015

Dear Mr. Sweetland:

Vista Grande Drainage Basin Improvement Project – Draft Environmental Impact Report and Draft Environmental Impact Statement

Thank you for continuing to include the California Department of Transportation (Caltrans) in the environmental review process for the above-referenced project. Our comments are based on the Draft Environmental Impact Report (DEIR) and Draft Environmental Impact Statement (DEIS). Please also refer to the previous comment letter, dated March 5, 2013, on this project and incorporated herein.

Project Understanding
The proposed project is located at State Route (SR) 35 in Fort Funston, crossing under the State right-of-way (ROW) to the east and west near John Muir Drive. It would improve the Vista Grande Drainage Basin by partially replacing the existing Vista Grande Canal.

Lead Agency
As the lead agency, the City of Daly City (City) is responsible for all project mitigation, including any needed improvements to State highways. The project's fair share contribution, financing, scheduling, implementation responsibilities and lead agency monitoring should be fully discussed for all proposed mitigation measures.

Traffic Impact Fees
Given the project's contribution to area traffic and its proximity to SR 35, the project should contribute fair share traffic impact fees. These contributions would be used to lessen future traffic congestion and improve transit in the project vicinity.

Transportation Management Plan
Since it has been determined that traffic restrictions and detours will affect SR 35, the Construction Traffic Management Plan (CTMP) will require approval by Caltrans prior to construction. It must be prepared in accordance with Caltrans' *TMP Guidelines*, including a location map that shows the location of the project ingress and egress off of SR 35. Further information is available for download at the following web address: www.dot.ca.gov/hq/traffops/trafmgmt/tmp_lcs/index.htm.

Please ensure that such plans are also prepared in accordance with the TMP requirements of the corresponding jurisdictions. For further TMP assistance, please contact the Caltrans District 4 Office of Traffic Management Operations at (510) 286-4579.

Encroachment Permit
Please be advised that any work or traffic control that encroaches onto the State ROW requires an encroachment permit that is issued by Caltrans. To apply, a completed encroachment permit application, environmental documentation, and five (5) sets of plans clearly indicating State ROW must be submitted to: David Salladay, District Office Chief, Office of Permits, California Department of Transportation, District 4, P.O. Box 23660, Oakland, CA 94623-0660. Traffic-related mitigation measures should be incorporated into the construction plans prior to the encroachment permit process. See this website for more information: www.dot.ca.gov/hq/traffops/developserv/permits.

Should you have any questions regarding this letter, please contact Brian Ashurst at (510) 286-5505 or brian.ashurst@dot.ca.gov.

Sincerely,

for PATRICIA MAURICE
District Branch Chief
Local Development - Intergovernmental Review

c: Scott Morgan, State Clearinghouse

3.4 Response to Comments from California State Transportation Agency, Department of Transportation

Caltrans-1 The comment describes the City's responsibilities as lead agency for the project. As discussed in Section 3.15, Traffic and Transportation, in **Mitigation Measures 3.15-1** and **3.15-2**, Daly City will prepare and implement a Construction Traffic Management Plan in accordance with professional traffic engineering standards and will enter into an agreement prior to construction that details a post-construction roadway rehabilitation program. Both mitigation measures indicate the responsibility of the lead agency. In addition, as lead agency, Daly City is responsible for carrying out identified mitigation measures via the Mitigation Monitoring and Reporting Program.

Caltrans-2 The comment requests that the project be conditioned to contribute fair share traffic impact fees. Traffic impact fees apply to land use development that generate on-going traffic increases that would adversely affect traffic conditions, and are used to lessen traffic congestion and to improve transit service. As stated on page 3.15-10 of the Draft EIR/EIS, project operation would only require periodic maintenance-related trips, and is expected to be similar to current operation and maintenance activities, and that on balance, any increases in traffic generated by project operation and maintenance would be minimal compared to existing conditions and would not result in a noticeable increase in traffic on area roads. Therefore, traffic impact fees are not applicable to this project.

Caltrans-3 The comment states that the project's Construction Traffic Management Plan (**Mitigation Measure 3.15-1**, page 3.15-9 of the Draft EIR/EIS) will require approval by Caltrans because of the project's traffic restrictions and detours that will affect State Route 35. Contrary to the commenter's assertion, as stated on pages 3.15-8 and 3.15-9 of the Draft EIR/EIS, the proposed project would not require any lane or road closures (i.e., no traffic restrictions or detours) on any area roads, including SR 35. Therefore, approval of the project's Construction Traffic Management Plan would not be required.

Caltrans-4 The comment notes that an encroachment permit would be required from Caltrans for any work that would encroach onto the State right-of-way. That requirement is acknowledeged, and is understood to apply to activities that would encroach within, under, or over the State rights-of-way. As stated on page 3.15-3 of the Draft EIR/EIS, project construction and maintenance activities would not occur on state highways or highway rights-of-way (state roadways would be used solely as access routes for construction workers and construction vehicles). However, the tunnel portion of the project would be excavated under State Route 35, and the City of Daly City and its contractors would obtain the necessary encroachment permit for that

work. It is noted that no surface effects, including ground vibration, would occur within the State Route 35 right-of-way.

In response to Comment Caltrans-4, page 3.15-3, paragraph 7 (continuing on page 3.15-4) has been revised:

> Caltrans' construction practices require temporary traffic control planning "during any time the normal function of a roadway is suspended" (Caltrans, 2012). Furthermore, Caltrans requires that permits be obtained for transportation of oversized loads and transportation of certain materials, and for construction-related traffic disturbance. Project construction and maintenance activities would not occur on state highways or highway rights-of-way; state roadways would be used solely as access routes for construction workers and construction vehicles. However, the tunnel portion of the project would be excavated under SR 35. Therefore, Caltrans encroachment permits would ~~not~~ be required. Further, oversized vehicles (by weight, height, length, or width) or vehicles carrying hazardous materials that require Caltrans permits would not be used. Caltrans' facilities that are likely to be used as access routes by construction workers and construction vehicles to the planned work sites include: SR 1, SR 35, and I-280 (described above).

San Francisco
Water Power Sewer
Operator of the Hetch Hetchy Regional Water System

525 Golden Gate Avenue, 13th Floor
San Francisco, CA 94102
T 415.554.3155
F 415.554.3161
TTY 415.554.3488

July 6, 2016

City of Daly City Department of Water and Wastewater Resources
Attention: Patrick Sweetland, Director
153 Lake Merced Boulevard
Daly City, CA 94015

RE: Comments on Vista Grande Drainage Basin Improvement Project Draft Environmental Impact Report/Environmental Impact Statement.

Dear Mr. Sweetland:

The San Francisco Public Utilities Commission ("SFPUC") received the Draft Environmental Impact Report/Environmental Impact Statement for the Vista Grande Drainage Basin Improvement Project ("Project").

The proposed Project would improve stormwater drainage and minimize flooding risk, provide a water source for Lake Merced management, improve recreational access and reduce litter deposition at the beach below Fort Funston, and maximize the use of existing infrastructure and rights-of-way.

As a responsible agency under the California Environmental Quality Act, the SFPUC offers the general comments attached in Table 1 for informational purposes. We support Daly City's approach for implementing improvements to the drainage basin.

Following review of the Draft EIR/EIS the SFPUC has no comments on the adequacy of analysis conducted for the EIR/EIS.

If you have any questions, please contact Obi Nzewi at (415) 554-1876 or onzewi@sfwater.org.

Sincerely,

Steven R. Ritchie
Assistant General Manager, Water

Attachment: Table -1 General Comment Log

Edwin M. Lee
Mayor

Francesca Vietor
President

Anson Moran
Vice President

Ann Moller Caen
Commissioner

Vince Courtney
Commissioner

Ike Kwon
Commissioner

Harlan L. Kelly, Jr.
General Manager

Review of CEQA Documents for Non-SFPUC Projects
San Francisco Public Utilities Commission

Document Name: Vista Grande Drainage Improvements Draft EIR/EIS

SFPUC BEM Coordinator: **Sally Morgan**
Date: **May 6, 2016**

Comment Number	Commenter Name & SFPUC Division	Document Section Title or Section Number	Page Number	Figure Number	Review Comment
1	Jessica Arm- City Distribution Division	2.5	2-15	T 2-1	The 16-inch ductile-iron water main in John Muir Drive must be supported during excavation and construction of the John Muir Drive Crossing and Lake Merced Overflow Structure per SFPUC- CDD Protection of Existing Water and AWSS Facilities specifications (see attached for reference).
2	Jessica Arm- City Distribution Division	2.5.1.4	2-17; 2-60	T 2-8	Emergency access to the low-pressure fire hydrants on John Muir Drive must be maintained during all construction activities. If traffic is rerouted to the west of John Muir Drive in the vegetated area, fire trucks will need access to the existing hydrants.
3	Jessica Arm- City Distribution Division	2.5.1.4	2-17; 2-60	T 2-8	Emergency access to the existing 16-inch gate valve, two (2) 4-inch bypass valves, and the 4-inch blow-off vavle at the southern end of John Muir Drive must be maintained for SFPUC-CDD maintenance and operations during the project's construction.
4	Jessica Arm- City Distribution Division	2.5.4	2-25	na	Construction staging shall not be located above the 16-inch ductile-iron water main in John Muir Drive.
5	Jessica Arm- City Distribution Division	2.4.1.1	2-8	na	The collection box must maintain five (5) feet of clearance with the existing 16-inch gate valve, two (2) 4-inch bypass valves, and the 4-inch blow-off vavle at the southern end of John Muir Drive.
6	Jessica Arm- City Distribution Division	2.5.8	2-27	na	Accumulation of water around water valves poses a contamination threat to the potable water distribution system. During construction, the accumulation of water around the existing water valves on John Muir Drive shall be prevented. Additionally, the completed project shall not create an environment where stormwater accumulates above water valves.
7	Jessica Arm- City Distribution Division	2.4.1.3; 2.7	2-9; 2-40	na	Proposed wetlands that are adjacent to John Muir Drive shall be constructed in a way that prevents seepage and infiltration onto the 16-inch ductile-iron water main. Regular infiltration above water mains increases the risk of corrosion and liquefaction of soil.
8	Jessica Arm- City Distribution Division	2.4.1.3; 2.7	2-9; 2-40	na	Potholing will be required to confirm the location and material of the 16-inch water main and the joints of the water main in John Muir Drive. If it is determined that the water main is cast-iron or if the joints are lead-based, the Project Sponsor may be required, at minimum, to implement safety methods in order to support and work around the water main. If required, it may be necessary for the Project Sponsor to replace the existing water main with ductile iron and/or the existing lead-based joints with restrained joints to prevent pipe movement in saturated soils caused by the project's proximity to wetlands and increased groundwater levels.
9	Jessica Arm- City Distribution Division	2.7.2.2	2-38 to 2-40	T 2-7	The 16-inch ductile-iron water main in John Muir Drive must be supported during excavation and construction of the Rehabilitated Lake Merced Overflow, Wetland Outlet Pipe, and Discharge into Lake Merced per SFPUC- CDD Protection of Existing Water and AWSS Facilities specifications (see attached for reference).
10	Jessica Arm- City Distribution Division	2.9	2-59	T 2-8	Should there be any water-related work that results from this project, SFPUC-CDD may request that the Project Sponsor provide health and safety support services to SFPUC-CDD crews, such as contaminant testing, soil handling/disposal, and relevant PPE provisions.
11	Jessica Arm- City Distribution Division	2.9	2-62	T 2-8	To protect the water facilities against construction-caused groundborne vibrations, the Project Sponsor will be required to follow SFPUC- CDD Protection of Existing Water and AWSS Facilities specifications (see attached for reference).
12	Fan Lau, Water Resources Division	3.3 Air Quality	page 2-25,paragraph 4	N/A	Water used for dust control in San Francisco must be non-potable per Article 21 of the San Francisco Public Works Code. Article 21 is already cited in Section 3.3 Air Quality, page 3.3-14 in the context of air quality. However, it is not clear if this requirement is acknowledged in the description of water consumption.

3.5 Response to Comments from San Francisco Public Utilities Commission

SFPUC-1 The SFPUC indicates that upon review of the Draft EIR/EIS, they have no comments on the adequacy of analysis conducted for the EIR/EIS. SFPUC provided general comments for informational purposes that will further guide construction specifications to be included in the 100 percent design. The general comments do not introduce new environmental issues not considered in the EIR/EIS, nor would they require project description changes or additions, but further expand upon design considerations included in the current Project Description.

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July 1, 2016

Patrick Sweetland, Director
Department of Water and Wastewater Resources
City of Daly City
153 Lake Merced Blvd.
Daly City, CA 94015
pweetland@dalycity.org

Re: Vista Grande Drainage Basin Improvement Project

Dear Mr. Sweetland:

California Trout hereby comments on the Draft Environmental Impact Report/Statement (EIR/S) for this project.

CalTrout supports the project purposes (p. 2-1), which are to address storm-related flooding caused by the Vista Grande Canal and Tunnel, and to raise the level of Lake Merced. We agree (p. 2-72) that the record to date shows that the proposed project is feasible and will not have any significant impacts on environmental quality. We are grateful for the clarity, thoroughness, and quality of the document.

Our only comment is that the document does not fully describe the project component related to operation (p. 2-5). It acknowledges (p. 2-30) that operation, and specifically, the quantity of diverted stormwater, will be driven by choice of Water Surface Elevation (WSE) as management objective for Lake Merced. After explaining that WSE scenarios range from 7.5 to 9.5 feet elevation (City datum), the document reports (App. A, pp. 3-4) that San Francisco Public Utilities Commission (SFPUC) will determine which WSE is the management objective, after completion of the EIR/S. We believe that this EIR/S can and should support the SFPUC's determination for purposes of the California Environmental Quality Act and National Environmental Policy Act. We therefore request that Daly City, in consultation with the SFPUC, address the following questions in the final document.

1. What process will the SFPUC use for that determination? When does it expect to make that determination? We believe that the determination should be made as soon as possible after the publication of the final EIR/S, and well before the completion of construction.

2. What are the comparative impacts of WSE scenarios on recreation? While the EIR/S does a very thorough job of comparing the incremental impacts of scenarios on natural resources (see pp. 3.4-83 *et seq*.), we have not located any such analysis for recreation. The discussion in Chapter 3.13 related to operation appears to be limited to the outlet on Ocean Beach. See p. 3.13-17.

Thank you for this excellent document, which represents significant progress towards an approvable project. We enthusiastically support the project.

Sincerely,

Curtis Knight
Executive Director,
California Trout

Richard Roos-Collins
Water and Power Law Group PC

Attorney, California Trout

Cc: Steve Ritchie, San Francisco Public Utilities Commission

3.6 Response to Comments from California Trout

TROUT-1 This comment requests that the San Francisco Public Utilities Commission (SFPUC) clarify the process it will use to determine the target water surface elevation (WSE) and when it expects to make the determination. The comment notes that the determination should be made immediately after publication of the Final EIR/EIS, and before the completion of construction. The City of Daly City has solicited SFPUC staff input on their separate approval process. Staff have indicated that SFPUC staff will make their recommendation about a target lake WSE range to the SFPUC Commission following evaluation of potential impacts detailed in this EIR/EIS document. Following Daly City's certification of the Vista Grande EIR/EIS document, the SFPUC Commission will review the potential impacts of various target lake WSE ranges, and will review the staff recommendation for a target Lake Merced WSE range. After considering the certified EIR/EIS and the staff recommendation, the SFPUC Commission would adopt a Lake Merced Management Plan that will specify a target Lake Merced WSE range and implement the plan to manage the level of Lake Merced to the target WSE.

TROUT-2 The commenter requests clarification about the impacts of different WSE scenarios on recreation. As acknowledged in Comment Trout-2, the Draft EIR/EIS considers the impacts of different WSE scenarios on biological resources (pages 3.4-74 to 3.4-101) since WSE increases may adversely affect biological resources differently based upon the rate of increase and total increase. However, there are no expected adverse environmental impacts on recreation resources from any of the WSE scenarios; thus, analysis of the incremental effects of different WSE scenarios on recreational resources is not necessary because it would not inform decision-makers about the effects of one WSE scenario compared to another. As discussed on page 3.13-4 of the Draft EIR/EIS, there is an acknowledgement of an overall improvement in recreational resources from any WSE increase since it would not only potentially improve water quality, but could result in a minor increase in available lake surface areas used for boating. As operational water levels increase, the increase in available lake surface areas also increases. Thus, while not an environmental impact, it is noted the higher the operational WSE target selected, the greater the improvement on recreational resources. In addition, there is no anticipation that increased lake surface could generate additional use that would cause or accelerate the physical deterioration of the lake or recreational areas associated with it.

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July 1, 2016

2945 Ulloa St.
San Francisco, CA 94116

City of Daly City, Department of Water and Wastewater Resources
Attention: Patrick Sweetland, Director
153 Lake Merced Blvd.
Daly City, CA 94015
E-mail: psweetland@dalycity.org

Submitted by e-mail only.

Re: Vista Grande Drainage Basin Improvement Project EIR/EIS

Mr. Sweetland:

The Golden Gate Audubon Society (GGAS) supports the preferred alternative for the Vista Grande Drainage Basin Improvement Project. Our interest in this project stems from almost 100 years of advocating for Lake Merced, providing free field trips there and commenting on various projects that impacted the lake. Since at least the 1980s we have observed floodwaters from the Vista Grande Canal wash across John Muir Dr. and damage the lake's edge as well as infrastructure that benefits the citizens of both Daly City and San Francisco. Over the years we have lost a fishing pier, culverts, paths, parts of John Muir Dr. and freshly restored uplands have been seriously damaged. Erosion to Lake Merced's upper banks between the perimeter path and edge of the marsh has been extreme.

The problem is pretty simple; the Vista Grande Canal can no longer handle the amount of runoff from Daly City. It is not that there is more water in the system itself, it is that Daly City has been urbanized and much less water can percolate into the aquifer than it did when the original canal system functioned at the level for which it was designed. Because storm water now lands on streets, paved yards and parking lots, it remains on the surface to the bottom of the drainage basin where the canal's capacity for peak flow is frequently overwhelmed.

The preferred alternative solves the problem of flooding for up to 25-year flood events. GGAS would prefer seeing a drainage system with a greater capacity, but this should suffice for the vast majority of storm flows. Modification of the three swales along John Muir Dr. that were constructed as temporary emergency structures to permanent overflow swales could reduce impacts of floods that exceed projected 25-year events. We suggest removing rip-rap between the perimeter path and the lake's edge. Insert in its place permanent swales with hard beds perhaps using concrete or minimal rip rap to break the impact of falling water, and use willow, red elderberry and marsh plants at the lake's edge as the primary erosion control measure. Observations of past restoration efforts indicate native plants do in fact hold the sandy banks of Lake Merced if they are given two to three years to establish themselves. It should be recalled that several years ago GGAS agreed with Cal Trout, Daly City and the San Francisco PUC that use of rip-rap lined swales were necessary emergency measures that could reduce infrastructure damage, but we insisted they should be temporary. We trust they will now be adapted to permanent structures that utilize mostly natural features to control flood flows into the lake during peak storm periods.

We agree that water from the Vista Grande can be a positive addition to the waters of Lake Merced. Given the measures stated in the EIR/EIS to assure water quality, this additional water seems like a resource that could successfully stabilize the water level and water quality of the lake. Additionally it will reduce the outflow to the Pacific Ocean and add to the Westside Aquifer.

The constructed wetlands offer not only a means of purifying water for Lake Merced and for Ocean discharge, but they offer an opportunity to enhance habitat. In recent years Mallard, Wood Duck, Killdeer, Wilson's Snipe and a number of other species have used the Vista Grande Canal where the wetlands will be constructed. In conjunction with the stated uses for the wetlands, GGAS encourages the use of this area for waterfowl and upland species. We also encourage that the design for this area include either a trail by the wetlands or viewing platforms. This will enable our growing birding community to observe the waterfowl and upland species we expect will use the ponds. Plants used in the ponds and nearby should be consistent with vegetation in Lake Merced and in its environs. The addition of red elderberry and coffeeberry is desirable as they provide important food sources for birds. We encourage continued use of local oaks in the project area.

It is of great importance that timing of the project also be considered. Given the presence of significant wildlife populations in this area, including the presence of listed species such as Common Yellowthroat and Tricolored Blackbird, large numbers of blackbirds that use the nearby marshes as winter roosts, Green Heron, Marsh Wren, Song Sparrow and other marsh nesting species, we urge the timing of major project work start at times when it will be least disruptive to our natural resources. For example, parts of the project that require removal of marsh vegetation should not start between February 1 and July 31. Clearing marsh vegetation between August 1 and January 31 should enable the project to progress with minimal disruption to the nesting season. Removal of trees should follow the same schedule, but it should be accompanied by a survey of the trees to determine if they contain hummingbird, raptor or owl nests. We do not anticipate significant problems if measures like this are followed.

San Francisco's only known Cliff Swallow colony is located on the north facing side of the concrete bridge that is located just north of the project site. It may be necessary to remove silt from under the bridge to enhance flow between the South Lake and the Impound Lake. Though the colony failed in both 2015 and 2016, any such dredging should take place outside the nesting period for those swallows. If the birds return to the colony site it will be between mid March and the end of July. If they do not it will be obvious by mid May. A simple survey under the bridge will suffice to tell if any nests are present. Since this is not a stated area that should be impacted by the project, we include our concern only if the need for dredging under the bridge is necessary.

Thank you for the opportunity to comment on this project. We look forward to working with you in the future.

Very truly yours,

Daniel P. Murphy
San Francisco Conservation Committee

Golden Gate Audubon Society

3.7 Response to Comments from Golden Gate Audubon Society

GGAS-1 This comment suggests creating a drainage system with more capacity that required to accommodate up to 25-year flood events, such as via permanent overflow swales in place of the existing rip-rap between the lake's edge and the perimeter path. The commenter's preference for greater flood control capacity than proposed under the project is noted; however, the proposed objective is to "improve stormwater drainage of the lower Vista Grande Basin to accommodate peak flows generated by the 25-year/4-hour design storm" (see EIR/EIS page 1-4). Regarding the suggestion to replace the existing rip-rap between the lake edge and the perimeter path, it is noted that the structures are under the management of the San Francisco Public Utilities Commission (SFPUC). As discussed in **Table 3.1-1** on page 3.1-10, the John Muir Drive Erosion Control Project, proposed by the SFPUC, was implemented to repair three severely eroded areas adjacent to John Muir Drive along the South Lake Merced shoreline. Installation of the erosion control features referred to by the commenter as rip-rap and repair of eroded areas is complete; removal of erosion control structures (or potential revision of the structure, as suggested by the commenter) would be considered in the future by SFPUC, following completion of Vista Grande Drainage Basin Improvement Project. Any future revisions to these features would be undertaken by the SFPUC.

GGAS-2 This comment, which supports the addition of Vista Grande water to Lake Merced for water quality improvements and groundwater level increase, is acknowledged.

GGAS-3 This comment supports constructed wetlands for water treatment and habitat enhancement and requests that consideration of public access opportunities be included in the treatment wetlands design.

As noted on page 8 of the Lake Management Plan, included as Appendix A in the Draft EIR/EIS, the treatment wetlands would be planted with emergent plants such as cattails or bulrush, which would be consistent with the composition of native vegetation along the shoreline of Lake Merced, and would also provide water quality improvement by intercepting and settling out suspended particulates and providing attachment surfaces for beneficial bacteria. The composition of vegetation within the treatment wetlands is intentionally similar to the shoreline vegetation of Lake Merced, though on a much smaller scale, and would not provide unique habitat for local wildlife. The lake provides a more diverse array of supportive habitats and opportunities for the public to observe wildlife, including bird species noted in this comment, than would be practical at the proposed treatment wetlands.

Public access at or around the treatment wetlands is not included in the design for the proposed project for the following reasons. First, the area that is available for

the treatment wetlands is constrained by John Muir Drive and the Olympic Club, and any area available has been designed to maximize treatment capacity. Second, there is no safe public access point to the location of the treatment wetlands. The closest crosswalk connecting the north and south sides of John Muir Drive is located approximately 2,000 feet north of the bridge separating Impound Lake from South Lake, in the vicinity of the Lakewood Apartment complex and the sidewalk adjacent to the complex ends at the edge of that complex. There is no street parking or sidewalk adjacent to the treatment wetland areas, and no way to safely cross John Muir Drive to access the areas. The inclusion of public access points at the treatment wetlands would introduce safety hazards if people would attempt to cross two lanes of traffic on a road with a speed limit that varies between 30 and 40 mph, plus a bike lane. Daly City welcomes opportunities to explore recreation and education, such as the placement of educational materials at the Lake Merced side of the treatment wetlands and will explore opportunities with the SFPUC and San Francisco Recreation and Parks Department.

GGAS-4 This comment requests that the construction schedule be timed to be least disruptive to wildlife and natural resources. As discussed in Section 3.4.5.1, implementing **Mitigation Measure 3.4-3**, Nesting Bird Protection Measures, which restricts certain construction activities during breeding bird season (e.g., vegetation removal and pile driving), requires preconstruction surveys, and implementation of avoidance measures if active nests are located would reduce potential Project-related impacts on migratory and special-status birds. The restriction of certain construction activities within the breeding bird season is consistent with the suggestions made in Comment GGAS-4. Additionally, adverse effects associated with nighttime construction lighting on the beach at the Ocean Outlet and at the Fort Funston staging area, such as avian entrapment, collisions, or disturbance to nocturnal behavior, would be reduced by implementing **Mitigation Measure 3.4-9**, Night Lighting Minimization. Further, Project workers would be educated about sensitive species and common wildlife found within the Project study area, avoidance measures and procedures to ensure Project impacts on wildlife are minimized, and the regulatory requirements and penalties for noncompliance through implementation of **Mitigation Measure 3.4-2a**, Worker Environmental Awareness Program Training. The environmental training would provide specific protection measures and protocols for encountering wildlife that could occur within or around the Project sites, work and staging areas, and access roads to minimize Project-related disturbance.

GGAS-5 This comment requests that any silt removal required for the Project under the concrete bridge located just north of the Project site be scheduled to avoid the cliff swallow nesting period. The Project does not include any dredging of silt beneath the bridge separating South Lake and Impound Lake, where the cliff swallow colony has been historically located. Nevertheless, as discussed above, Project **Mitigation Measure 3.4-3**, Nesting Bird Protection Measures, would require

preconstruction surveys to identify active nests (including nesting colonies) in the Project vicinity and require implementation of avoidance measures if active nests (or nesting colonies) located within the Project's sphere of influence in order to reduce potential Project-related impacts on migratory and special-status birds.

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THE OLYMPIC CLUB

June 30, 2016

City of Daly City Department of Water and Wastewater Resources
Attention: Patrick Sweetland, Director
153 Lake Merced Boulevard
Daly City, CA 94015
Email: psweetland@dalycity.org

General Superintendent
Golden Gate National Recreation Area
Attention: Vista Grande Project
Fort Mason, Building 201
San Francisco, CA 94123
Email: goga_planning@nps.gov

SUBJECT: Comments on Joint Draft Environmental Impact Report and Environmental Impact Statement (EIR/EIS) for the proposed Vista Grande Drainage Basin Improvement Project (Project)

Dear Madame Superintendent and Mr. Sweetland:

In response to the Notice of Availability issued on April 28, 2016, The Olympic Club ("Olympic," or "Club") hereby submits its comments on the Joint Draft Environmental Impact Report and Environmental Impact Statement ("EIR/EIS") for the proposed Vista Grande Drainage Basin Improvement Project ("Project") for which the City of Daly City and the National Park Service ("NPS") are, respectively, the State CEQA law and the Federal NEPA law Lead Agencies. Please be advised that we are simultaneously sending this letter to you via United States mail and by e-mail to the address shown above.

Olympic owns the majority of the real property on, under, or adjacent to which the Project has been proposed. More specifically, other than real property which we understand to be owned by the NPS, and perhaps a small amount of land we understand is owned by San Francisco, Olympic believes it owns all of the land that will be utilized for the proposed Project, and most if not all of the privately held land the Project will in any way affect. The Club has particularly noted over the years that as the principal private property owner affected by the Project, Daly City and other project proponents need to view Olympic as a critical stakeholder, and to take its interests and concerns into account. The Club has appreciated the frequent good faith and open communication and dialog with Daly City and the other interested agencies, particularly including the San Francisco Public Utilities Commission ("SFPUC") over the years, and looks forward to continued and long-term good working relationships. 1

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Olympic has been directly or indirectly involved with the proposed Project, or its direct antecedents, since at least 2006. Club representatives have participated in numerous meetings with officials and agents of both entities, and Olympic has offered comments and observations on a number of previous occasions. We have reviewed some of our past correspondence and find some of it to be relevant to the present Project proposal – particularly three letters which appear in the Appendices to the EIR/EIS, in Attachment C, at pages 174 to 191. They include Olympic's letters of October 19, 2007 to the SFPUC's Manager of Water Resources Planning, and of October 15, 2008 to the City Manager of Daly City. Much of the content of this comment letter parallels that contained in a June 7, 2013 letter from the Club's special counsel to the Superintendent of the Golden Gate National Recreation Area, a copy of which is also in Attachment C. Although each of the three previous letters dealt with a slightly different subject than the EIR/EIS, all three touched on issues which were and which remain of significant concern to the Club. We therefore respectfully incorporate the attached letters by reference as a part of these comments on the current EIR/EIS. This letter reiterates some of what appears there -- the reiteration is solely for emphasis on fundamental facts and concerns.

Olympic owns and operates two world-renowned golf courses along with a 9-hole par three course, and has a large and very active membership which utilizes these courses and the balance of the Club's Lake Merced property to their fullest extent. The Club has played host to the United States Open (i.e., the men's' national championship of American golf, and one of the world's four top annual golf events) on five occasions, the most recent of which was 2012. The Club is a candidate to be selected for another Open in the near future, and it has been particularly honored to be selected to host the 2021 U.S. Women's Open, which has the same worldwide level of high significance and prestige. Olympic hosted the inaugural United States Golf Association ("USGA") Amateur Four-Ball Championship in April 2015, and it has been the site of the U.S. Amateur Championship three times.

When an Open or other USGA event is held at Olympic, it is one of the most significant events of any type that occurs in the Bay Area in that year, with as many as 50,000 attendees per day for the four days of competition, and large numbers of people who attend pre-tournament practice rounds and related activities, many of which are hosted by leading national and international corporations. Television coverage prior to and during these events – especially the Opens -- is extensive, worldwide, and reaches a huge audience. Preparation for a Championship takes a number of years prior to the competition, and if neighboring construction or related activities have the potential to in any way delay or disrupt that work, the USGA may decide that the Championship be held elsewhere. Olympic therefore needs the maximum possible advance notice from the proponents of the proposed Project prior to the commencement of any site preparation or construction activities. 2

The Club has for many years expressed to both Daly City and San Francisco its concern the proposed Project should reflect coordinated and integrated water (and other) resources management by the two Cities, working with the various Federal and State regulatory agencies with which they must interact as well as with the communities, individuals, and other entities that any such undertaking might affect. After reviewing the EIR/EIS, Olympic believes that although Daly City and the SFPUC have made efforts to achieve such integrated planning, we remain somewhat uncertain as to whether it has been done in a comprehensive and completed manner. For example, we note that although the EIR/EIS contains a Lake Management Plan (Appendix A) which is said (in Para. 2.6.4 at page 2-31) to have been developed and agreed upon by the two Cities, and contains significant discussion of the 3

Lake Merced water surface elevation ("WSE") resulting from the proposed Project. But there also is reference in the document to a separate and subsequent determination of the actual WSE range to be made at some indefinite future time by the SFPUC (which owns and operates the Lake), and which reportedly will not occur until after the current EIR/EIS is completed (see, e.g., Para. 2.6.3 on page 2-30). That separate and subsequent determination will purportedly take into account the input of other San Francisco departments, the details of which are undisclosed and therefor currently unknown to readers of the EIR/EIS; one aspect of this uncertainty is Olympic does not now know whether the SFPUC or any other San Francisco department may need to do subsequent environmental analysis. The EIR/EIS is at least ambiguous as to whether and how the SFPUC will take this EIR/EIS and the Project proposal into account. Since the EIR/EIS focuses so heavily on how the proposed Project will be operated with regard to the resultant WSE, it is not clear whether the EIR/EIS accurately and completely discloses the environmental effects of the proposed Project. In environmental law terms, this appears to be a potential cumulative impacts disclosure matter. 3

Similarly, the Club is aware that the SFPUC is separately pursuing a water supply project involving conjunctive use of surface water and groundwater in areas generally south and east of Olympic's property. Daly City is certainly involved in that project effort, because it uses groundwater and water it purchases from the SFPUC's Hetch Hetchy system as the municipal water supply for its water service customers. That project, which is currently at least partially under construction (and which was the subject of an entirely separate environmental review), reportedly has the potential to have an impact on the WSE of Lake Merced. The EIR/EIS for the current Project is at least ambiguous as to whether the proposed Project has fully taken the conjunctive use project into account; e.g., if for some (perhaps not fully foreseen) reason the conjunctive use project's impacts on Lake Merced's WSE are less or greater than anticipated, might that require some modification in the Project operations described in the EIR/EIS in order to either put more or less water through the proposed treatment wetlands or to otherwise route more or less water through the Project into the Lake? Should something like that occur, Olympic is concerned that it is not quite sure to whom to turn if it has questions or concerns about the modified operations of facilities located on or immediately adjacent to its property. The EIR/EIS does little to dispel this type of uncertainty. 4

The proposed Project will involve the partial replacement of the Vista Grande Canal, construction of a "treatment wetlands" in or above a portion of the Canal, and replacement of the Vista Grande Tunnel. The Canal is on Olympic-owned property, over which San Francisco owns an easement we understand has been assigned to Daly City. It is immediately adjacent to large portions of the Club's Lake Course, the golf course used for the U.S. Open and the other significant tournaments. Olympic has concerns about both the Canal and wetlands aspects of the proposed Project.

During the construction phase of the proposed Project, the Club is not quite sure what it can expect in terms of the duration and extent of potential interference with its use and enjoyment, and that of its members and guests, of its property – particularly the Lake Course. It is Olympic's understanding the proposed Project's design has been completed to the 30% level, according to the designer who spoke at the May 26, 2016 meeting at Daly City's Council Chamber. Although we have reviewed those portions of the EIR/EIS that deal with the "footprint" of the proposed Project and anticipated construction techniques and impacts, the Club remains very concerned about details of how the 5

project will be built, how it will be isolated or screened from users of Club property. Areas of special concern insofar as Canal construction work is concerned include the work at the uppermost and lowest reaches of the Canal, where the most extensive work is likely to occur along the Canal, together with the other areas in which connections to other infrastructure will occur, and especially the area of the proposed wetlands. For example, where the connection between the modified Canal and the new Tunnel will take place at or near the downstream end of the Canal, we understand the EIR/EIS to suggest that the work areas involved may actually encroach into the golf course, but the extent and duration of any such encroachment is essentially unknown. 5

For those portions of construction of elements of the proposed Project that will be located on, under, or adjacent to Club property, Olympic believes that since the proposed Project is being solely undertaken by others, the Project proponents should bear full financial responsibility for a construction monitor or monitors to work on behalf of and at the direction of the Club. The purpose for this requirement is so that Olympic will have and independent trained presence to observe those aspects of construction that have potential to impact the Club. The details of any such arrangement will need to be worked out via negotiations, but Olympic believes that if Daly City's City Council decides to approve the Project, in so doing it should expressly commit to a working arrangement of this nature, at Daly City's expense. 6

Olympic remains particularly concerned about the wetlands element of the proposed Project. Olympic still does not have a clear picture of what it will mean to have a large constructed "treatment wetlands" on or adjacent to its property at the edge of its property.. Comments have periodically been made about concerns about aesthetics, odors, and insects, largely because Olympic is still unable to thoroughly describe to its members what this new facility would look (or smell) like. Olympic prides itself on being an excellent steward of the lands it owns, and has been recognized for that ethic and for vigorously implementing it – e.g., it has received certification by the International Audubon Society for its environmentally sensitive management practices. One component of such certification deals with use of best management practices with regard to safe and protective use of fertilizers and pesticides as a part of a successful golf course; Olympic is concerned that construction of the proposed wetlands immediately adjacent to its golf course not adversely restrict or otherwise impact its operations in this or any other regard. Establishment of a new sensitive habitat or facility on or adjacent to Olympic's property should not expressly or implicitly create any new form of liability, responsibility, or any other form of obligation for Olympic. Olympic would object to inclusion of provision for public access into its property as part of any treatment wetlands element of the proposed Project, primarily for safety, security, and environmental protection reasons. 7 8

Similarly, if the proposed wetlands should provide new or enhanced habitat for animal or plant species not now present on or adjacent to Olympic's property, the Club should not bear any responsibility whatsoever for such species, and the proponents of the proposed Project should expressly acknowledge and agree to permanently assume all such responsibility. The proponents should also be made expressly responsible for preventing any spread or migration of attracted species onto Olympic's property. Olympic should not have any responsibility for provision or establishment of any form of buffer between the proposed wetlands and Olympic's golf course, nor for any aspect of the physical, biological, chemical, hydrological or any other form of security for the wetlands or for any other portion of the Canal. For example, Olympic has its principal maintenance facility near the 9

uppermost portion of the Canal, and should not be limited or restricted in its use, maintenance, or replacement of its facilities as a result of the proposed wetlands or any other element of the proposed Project. 9

It is Olympic's understanding the proposed Project is intended to be able to cope with stormwater resulting from a storm that can be statistically predicted to occur once every 25 years, with the most concentrated rainfall coming in a 4-hour period. As it has noted several times in the past, Olympic is quite concerned about what will happen in a more severe storm, particularly in light of what Olympic understands to be the current scientific consensus about the types, magnitudes, and frequency of recurrence of storms that might be predicted as a result of climate change. In marked contrast to the 25-year storm design criterion, Olympic understands the 2004 storm event that resulted in significant flooding near the site of the proposed Project is believed by some experts to have been a 1000-year event. Olympic is aware the current Project proposal calls for construction of the proposed wetlands above the Canal, so that it would purportedly not be impacted by even the highest anticipated stormflows. In spite of this aspect of the current Project proposal, the Club still needs to know what is predicted to happen to the wetlands, the Canal, and Olympic's adjacent property if the facilities in the proposed Project are subjected to a more severe storm than the design criteria. The project proponents should expressly assume all responsibility for any impacts of stormflows that exceed the design criteria. The post-storm-wetlands are critical among Olympic's concerns (e.g., what will it look and smell like, and for how long?), and Olympic believes the proponents of the proposed Project must expressly accept all responsibility for cleaning up, restoring or remediating the site after any flood or similar incident affecting the proposed Project. In addition, the Club should be indemnified for damage to any other property damaged as a result of the damage that may occur. 10

Both the existing and proposed new Tunnel are/will be located under Olympic-owned property in which San Francisco owns an easement. The Club understands that easement was leased to Daly City in 2007, so that it could continue to operate and maintain the Tunnel, and the lease will expire in 2017. We are not aware of the details of the land transaction(s) between the two Cities intended to provide the necessary land rights to Daly City for the proposed Projects, or how it might impact Olympic. 11

Daly City's wastewater system also includes a treated wastewater "force main" 30 inches in diameter andoccupies still another easement under Olympic-owned property. Unlike the Canal and the Tunnel which are generally on, under, or adjacent to the periphery of Olympic's property, the force main crosses it diagonally. We understand the existing force main will be abandoned as part of the proposed Project, but we are now aware of whether that means it will be entirely abandoned in place, whether any portions of it may be removed or filled with sand, slurry, or some other material to reduce the chance of land subsidence should the abandoned pipeline collapse over time, or if/how surface features (e.g., air valves, access structures) of the existing line will be abandoned or removed. 12

Olympic is aware that Daly City is pursuing various governmental approvals and/or permits for the proposed Project, and is in that regard interacting with entities including (but certainly not limited to) the U.S. Army Corps of Engineers ("COE"), the Regional Water Quality Control Board, and the California Coastal Commission. Since several of those approvals/permits have not yet been issued, 13

Olympic is concerned that the ultimate actions might in some way imp-act the Club's interest, particularly with regard to its continued use and enjoyment of its property, including but now limited to its golf courses, without interruption or disruption. One example is the COE "wetlands delineation," which is important to understanding whether COE will assert jurisdiction over the proposed Project and the lands it will occupy or involve. We are aware that the COE determination of no jurisdiction was made in a letter received by Daly City in late April, 2016. However, by its terms, the letter made it clear that the COE determination is subject to revision after 5 years from the letter's date – since the letter was undated, the ambiguity and uncertainty that creates both for the Project proponents and for Olympic is quite obvious. Because of the inherent uncertainties, the Club has no choice but to reiterate that it anticipates that the Project proponents will expressly assume all responsibility for any changes in Project details or implementation that result from governmental approvals or permits that have not yet been issued. 13

Olympic is similarly aware that Daly City is now starting into the process of seeking funding sources for the proposed Project. In particular, at Daly City's request, the Club has indicated it will send a letter of support for Daly City's application for State bond funds for at least the planning stage of the proposed Project. Olympic hereby respectfully requests it be kept regularly informed with regard to Daly City's anticipated effort to obtain additional funding from either State or Federal sources. 14

We offer these comments in the spirit of cooperation, as part of the community directly affected by the on-going Vista Grande issues, and efforts to address them. Olympic appreciates the opportunity to provide these comments on the Joint Draft EIR/EIS. Olympic will continue to track and monitor Project planning and environmental documentation work, and reserves the right to make further comments when and if it deems that to be necessary.

Sincerely,

Patrick R. Finlen

Patrick R. Finlen
General Manager
The Olympic Club

PF/cp

3.8 Response to Comments from Olympic Club

Olympic-1 This comment asserts that the Olympic Club owns the majority of the real property on, under, or adjacent to which the project has been proposed, and that the Club is the principal private property owner affected by the Project. It is acknowledged that the Canal and a portion of land adjacent to the Canal is on a parcel of land owned by the Olympic Club, over which San Francisco owns an easement that has been assigned to Daly City. The land between the Olympic Club owned parcel, John Muir Drive, and Lake Merced are owned by the City and County of San Francisco. The City of Daly City will coordinate with the Olympic Club regarding any real estate interests or agreements necessary to implement the project, beyond those measures described in the EIR/EIS to avoid or reduce environmental effects, as further discussed in this response to comments.

Olympic-2 This comment requests maximum advanced notice prior to commencement of any site preparation or construction activities. The project proponent has an extensive history of engaging with stakeholders with regards to general project information, scoping, public outreach, and opportunities for comment since 2007 and will continue to hold public meetings and communicate with interested parties during project implementation. Construction of the proposed project is expected to begin in late 2017. As noted in **Table 2-2** on page 2-22 of the Draft EIR/EIS, construction of the Canal and its various components is expected to occur over 26 months. In addition, as discussed in **Mitigation Measure 3.15-1** on page 3.15-9, Daly City and/or its contractors would implement a Construction Traffic Management Plan that requires them to provide residents and/or facility owners adjacent to project construction areas with information in advance of the timing, location, and duration of construction activities in their area. The continuation of the overall stakeholder engagement process and required notification via **Mitigation Measure 3.15-1** would ensure maximum advanced notice prior to commencement of any site preparation or construction activities, as requested.

Olympic-3 This comment asks whether the SFPUC and other San Francisco departments would need to do subsequent environmental analysis to determine the target water surface elevation (WSE) for Lake Merced and how the SFPUC will take the Draft EIR/EIS into account in its determination.

The City of Daly City has solicited SFPUC staff input on their separate approval process. They indicate that no additional environmental review would be required by the SFPUC prior to selecting a target lake level range. SFPUC staff will make its recommendation to the SFPUC Commission regarding target lake levels following evaluation of potential impacts detailed in the Draft EIR/EIS. Following Daly City's certification of the Final EIR, the SFPUC as a responsible agency will review and consider the EIR/EIS, review the potential impacts of various target lake level ranges, and will review the staff recommendation for Lake Merced level range. After

considering the certified EIR/EIS and the staff recommendation, the SFPUC Commission would adopt and implement a Lake Merced Management Plan to manage the level of Lake Merced to the target water surface elevation.

Olympic-4 The comment states that it is unclear to the Olympic Club whether the EIR/EIS properly discloses the environmental effects of the proposed Project or whether potentially cumulative impacts are being disclosed in the document. See the response to Comment Trout-2 regarding environmental effects associated with operation of the proposed project at a range of Lake Merced water surface elevations. As discussed in that response, the effects of operations at any water surface elevation under consideration was assessed as part of the proposed project (rather than a cumulative action). Thus, the effects of operations at any anticipated water surface elevation have been disclosed as part of this EIR/EIS.

Olympic-5 This comment requests clarity regarding whether the proposed project has fully taken into account the impacts that SFPUC's current water supply project involving conjunctive use of surface water and groundwater could have on Lake Merced WSEs in terms of the modification of the volume of water routed into the lake. If operations are modified, the Olympic Club requests clarity regarding which entity to contact with questions or concerns. The Regional Groundwater Storage and Recovery (GSR) Project and the SFPUC Ground Water Supply Project (GSP) are identified in the Draft EIR/EIS as having the potential to cause impacts related to hydrology and water quality within Lake Merced. The potential for the GSR and GSP to cause impacts relating to hydrology and water quality within Lake Merced in a manner that could combine with those of the Project are analyzed and discussed in detail in the Draft EIR/EIS in Section 3.9.6, Cumulative Effects.

As described in detail in Section 3.9.6.4 (p. 3.9-130, *et seq*.), a model analysis for the cumulative scenario for the SFPUC projects and this project was completed that comprehensively assessed the cumulative effects on lake levels of adding consistent pumping in western San Francisco and the in-lieu recharge and pumping of the GSP and GSR Projects, respectively. The model analysis was based on a representative period of historical climatic conditions, including consideration of major droughts, to evaluate future WSEs in Lake Merced following implementation of the GSP and GSR projects both with and without diversions implemented as part of the Project. The model analysis was conducted in a manner that reasonably anticipated the range of potential WSEs that could occur in Lake Merced during long-term project operations, including major climatic variations (i.e., major drought and above average hydrologic years). The cumulative effect of the combined projects is generally lower lake levels than observed for the proposed Project alone, but still higher than the No Project Scenario (i.e., if no diversions to Lake Merced were implemented under the Project).

Additionally, as described in the Draft EIR/EIS and presented in full in Appendix A (p. A-1, *et seq*.), a Lake Management Plan is proposed as part of the Project that establishes a long-term hydrology and water quality monitoring, analysis, and reporting plan for Lake Merced that is integrated with Project operations. As part of the Lake Management Plan, WSE monitoring would be conducted to inform adaptive management planning and further actions (such as assessing diversion thresholds for stormwater diversions to Lake Merced from Vista Grande Canal) that may be implemented related to water quality and WSE objectives for Lake Merced. Hydrologic impacts to Lake Merced related to operation of the GSP and the GSR projects are assessed in detail in the San Francisco Groundwater Supply Project Final EIR (San Francisco, 2013) and the Groundwater Storage and Recovery Project Final EIR (San Francisco, 2014). As SFPUC manages Lake Merced as a whole, any concern regarding future operational changes associated with water surface elevation should be referred to SFPUC.

Olympic-6 This comment requests clarity regarding the extent and duration of construction that would be directly adjacent to or encroach onto Olympic Club property, and clarity on details of how project construction would be isolated or screened from Club users, in particular the areas of the uppermost and lower reaches of the Canal, and the constructed treatment wetlands. As shown in **Table 2-2** on page 2-22 of the EIR/EIS, construction of the Canal and its various components is expected to occur over 26 months, including 4.5 months of construction for the constructed treatment wetland and 4 months of construction time for the Lake Merced Portal. Construction is expected to begin in late 2017. As discussed in response to Comment Olympic-2, the project proponent will continue to hold public meetings and other outreach opportunities with interested parties during project implementation. The Draft EIR/EIS Project Description is based upon preliminary 30 percent design drawing and higher level design drawings are being developed that will be available for review as part of the regulatory permit application process, as noted in Draft EIR/EIS Section 2.11, Regulatory Requirements, Permits, and Approvals. This information will also be used in any required discussions regarding real estate interests or other agreements required for construction of project elements within the Olympic Club owned parcel (see response to Comment Olympic-1).

Regarding the question of how project construction would be isolated or screened from Club users, see EIR/EIS impact AES-1. As discussed, construction areas would be visible as viewers move past the project construction site; however, their viewing period would be brief as they move past the site. The same would be expected of Club users. Further, the golf course areas adjacent to the Canal are at a higher elevation than the Canal; and include trees that partially screen views to the north. No tree removal between the Canal and golf course is included as part of the project.

Olympic-7 This comment requests that the project proponents assume full financial responsibility for construction monitors who work on behalf of and at the direction of the Club in order to retain a presence to observe construction impacts to the Club. As discussed on page 1-3 of the EIR/EIS, the joint EIR/EIS is an informational document intended to inform both the decision makers and the public of the potentially significant environmental effects associated with the construction, operation, and long-term maintenance of the proposed stormwater management Project. As lead agency, Daly City is responsible for the scope, content, and legal adequacy of the document, and its role is to identify project objectives, potential impacts, and carry out identified mitigation measures via the Mitigation Monitoring and Reporting Program (MMRP). The EIR/EIS (and MMRP) require survey and monitoring of certain resources during project construction to ensure that substantial environmental impacts are avoided or reduced, such as, but not limited to, **Mitigation Measures 3.3-1** (Dust Control Plan Implementation) which requires monitoring during construction to ensure the watering of exposed surfaces, covering of trucks, and sweeping of visible mud or dirt onto adjacent public roads; **Mitigation Measures 3.4-6** (Implement Tree Protection Measures and Plant Replacement Trees), which requires the establishment of a tree protection zone by a certified arborist and monitoring during construction; **Mitigation Measures 3.4-7a** (Control Measures for Spread of Invasive Plants), which requires monitoring during construction to ensure that soil stockpiles are covered and that tools and equipment are cleaned; and **Mitigation Measures 3.11-1** which requires monitoring during construction to ensure that equipment and vehicles use best available noise-control techniques. In terms of any additional monitoring for purposes beyond protection of environmental resources, such as real estate interests, see the response to Comment Olympic-1.

Olympic-8 This comment requests clarity regarding the possible aesthetics, odors, and insect impacts that the treatment wetlands could have on the Olympic Club's property. As described in Section 3.2, Aesthetics on page 3.2-9, and shown in Photos 1 and 2 in **Figure 3.2-3**, Wetland Cell A would be located on the western side of John Muir Drive, in a currently unimproved area with a few shrubs. Wetland Cell B would be located on the western side of John Muir Drive in an open area with weedy vegetation (grasses) with utility poles and scattered trees and shrubs (see Photo 4 in **Figure 3.2-4**). As noted in Section 2.4.1.3, Constructed Treatment Wetland on page 2-9, the wetlands would be planted with emergent reeds such as cattails or bulrush. As discussed in on page 3.3-23, Impact AIR-4 concludes that the project would have a less than significant impact with regard to objectionable odors. The constructed wetlands would be operated using a recirculating pump, which would prevent water from stagnating in the treatment wetland cells. In addition, as discussed in Section 2.6.5, Project Maintenance, operation of the treatment wetlands would require mosquito control using bacterial methods and trash removal on an annual basis, harvesting of biomass approximately every 5 years,

and removal of silt and other organic material every 10 to 20 years. Therefore substantial decomposed organic material would not be present.

Overall, the wetlands are designed to be treatment wetlands for the purposes of stormwater and lake water treatment. They would not be considered jurisdictional waters or new areas of sensitive biological resources habitat. See the response to Comment Olympic-1 regarding other real estate interests, such as the Olympic Club's existing use of fertilizers and pesticides, creation of any form of obligation or liability, and continued use of existing facilities as currently occurs.

Olympic-9 This comment, discussing the Olympic Club's objection to the provision of public access into its property as part of any treatment wetlands element, is noted. No public use of the treatment wetlands is proposed, as discussed in response to Comment GGAS-3.

Olympic-10 This comment requests that the Olympic Club not be held responsible for any new animal or plant species that are not currently present on or adjacent to Olympic Club property that could become established as a result of the proposed wetlands, that the project proponents should permanently assume all such responsibility, and that existing use of facilities in the vicinity of the project be allowed to continue. See response to Comment GGAS-3, discussing the types of plants that would be included in the treatment wetlands and indicating composition of vegetation within the treatment wetlands is intentionally similar to the shoreline vegetation of Lake Merced, though on a much smaller scale, and would not provide unique habitat for local wildlife.

Olympic-11 This comment requests clarity regarding potential effects if the proposed project facilities are subject to a storm more severe than the 25-year, 4-hour storm design criteria. As discussed in Section 2.6.1, Management of Stormwater Flow, on pages 2-28 and 2-29 of the Draft EIR/EIS, the proposed project is conservatively sized to more than accommodate peak flows generated by the 25-year design storm, which is approximately 1,070 cfs. The box culvert alone would be designed to accommodate a minimum of 1,070 cfs, the Canal between the diversion structure and Tunnel portal would have a capacity of approximately 500 cfs, and the Tunnel would have a capacity of at least 500 cfs. The capacity leading up to the diversion structure is 1070 cfs, and the total capacity beyond the diversion structure is 1570 cfs. In addition, for storms exceeding the 25-year, 4-hour criteria, if screened storm flows meet diversion criteria after the initial storm event, flows exceeding the capacity of the treatment wetlands would be routed to Impound Lake. The treatment wetlands would have a negligible drainage basin, therefore large storms would have a negligible impact on the wetlands. If stormwater flows from the Vista Grande watershed exceed the combined capacity of Lake Merced and the Canal and Tunnel, Canal flows would overtop the Canal and the wetlands and flow across John Muir Drive to Lake Merced, as occurs under current conditions. Flows would

cross the existing hardscape areas (riprap) between John Muir Driver and South Lake. Inflows to the lake would result in overflows back to the Tunnel as capacity is available and would be discharged via the Ocean Outlet. This could temporarily raise lake levels above the target WSE, providing short-term storage during major storm events to reduce flooding in the Vista Grande Basin

As noted in comments Olympic-7 and Olympic-10, as the project proponent, Daly City is responsible for implementing the proposed project according to the provisions of required regulatory permits and CEQA and NEPA guidelines regarding the identification of construction and operational impacts to the environment, and the implementation of mitigation measures via the MMRP. Daly City therefore bears responsibility for the operation and maintenance of the proposed project and its components. See also the response to Comment Olympic-1.

Olympic-12 This comment requests clarity regarding the details of land transactions between San Francisco and Daly City with regards to the easement owned by San Francisco and leased to Daly City for the Olympic Club's land where the Tunnel is/would be located. The comment does not raise any issue concerning the adequacy or accuracy of the Draft EIR/DEIS. The comment is noted. As discussed in Section 2.4.2 Vista Grande Tunnel and East and West Portals on page 2-10 in the Draft EIR/EIS, San Francisco holds the tunnel easement and leases it to Daly City. As part of the Project, San Francisco would convey this easement to Daly City subject to a reserved drainage easement for Lake Merced. Daly City would replace the Tunnel within the easement, as amended and clarified through agreement with NPS. Daly City would also potentially seek a right-of-way permit or other authorization from NPS to accommodate any portions of the Project that lie outside of the easement(s). These easement updates and potential right-of-way permit or other authorization are within the scope of the Project.

Olympic-13 This comment requests clarity regarding how the 30-inch treated wastewater "force main" that runs diagonally under Olympic Club property will be abandoned and whether portions will be removed or filled to reduce the chance of subsidence (or settlement) in case of collapse. The force main is a 27-inch pipeline, as opposed to a 30-inch pipeline. The 27-inch force main pipeline that crosses under the Olympic Club will be abandoned in place and filled from available access points with materials to prevent collapse or settlement. This is preferable to replacement as it minimizes disruption. See also the response to Comment CSLC-13.

Olympic-14 This comment requests that project proponents assume all responsibility for changes in project details or implementation that could result from governmental approvals or permits that have not yet been issued. As noted in comments Olympic-6, Olympic-10, and Olympic-121, as the project proponent, Daly City is responsible for implementing the proposed project according to the provisions of required regulatory permits and CEQA and NEPA guidelines regarding the

identification of construction and operational impacts to the environment, and the implementation of mitigation measures via the MMRP. Daly City therefore bears responsibility for changes that could result from government approvals or permits that have not yet been issued. See also the response to Comment Olympic-1.

Olympic-15 This comment, requesting that the Olympic Club be kept informed of any efforts by the project proponents to obtain funding for the project from State or Federal sources, is noted. As discussed in comment Olympic-2, Daly City will continue to hold public meetings and engage in communication with interested parties throughout the project's lifetime, including updates regarding project schedule and funding.

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CHAPTER 4
Draft EIR/EIS Revisions

The following changes to the text of the Draft EIR/EIS are made in response to comments on the Draft EIR/EIS or are included to clarify the Draft EIR/EIS text. For each change, new language is double underlined, while deleted text is shown in ~~strikethough~~.

Executive Summary

As a staff-initiated text change, EIR/EIS Table ES-1, Comparison of Significant Impacts of Project to Impacts of Alternatives Under CEQA, has been revised:

Impact	Proposed Project	Tunnel Alignment Alternative	Canal Configuration Alternative	No Project/No Action Alternative
Greenhouse Gas Emissions and Climate Change				
Greenhouse gas emissions during construction	**Impact GHG-1:** Project construction could generate GHG emissions above regulatory thresholds. If tunnel drives are constructed concurrently, and/or if tunneling occurs on a 24-hour basis, total short-term construction-related GHG emissions would be above BAAQMD's quantitative threshold of 1,100 metric tons CO2e for non-stationary sources during construction year 2, a significant impact. (Less than Significant with Mitigation)	**Similar** The Tunnel Alignment Alternative would include similar construction characteristics and any differences in equipment used would result in a similar level of GHG emissions as the proposed Project during Construction year 2. (Less than Significant with Mitigation)	**Similar** Although construction of the collection box and box culvert would be eliminated, thereby reducing GHG emissions compared to the proposed Project, tunnel construction would occur, which would result in a significant impact during construction year 2. (Less than Significant with Mitigation)	**No Impact** No construction emissions would be generated, and operational emissions would not change. (No Impact)

Chapter 2, Project and Alternatives

In response to Comment USEPA-12, EIR/EIS page 2-12, paragraph 3 has been revised:

> This section details the construction locations, activities and methods for the proposed project. **Table 2-1** summarizes the proposed construction activities including demolition and tree removal; project component construction or demolition; excavation; spoils[2]

storage, waste diversion[3] and disposal, and dewatering activities; and installation of work/staging areas.

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2 "Spoils" refers to soil remaining from an excavation after backfilling is completed.
3 Diversion requirements set forth under Daly City Municipal Code 15.64.020 and San Francisco Ordinance No. 27-06.

As a staff-initiated change, EIR/EIS page 2-23, Table 2-3 has been revised:

TABLE 2-3
CONSTRUCTION EQUIPMENT USAGE BY PROJECT COMPONENT

Equipment	Construction Usage			
	Project Component	Number	Duration of Use (weeks)	Daily Use (hours/day)
Compactor (CAT 563)	Canal and Wetlands	1	26	6
Excavator with hammer (750 Hitachi)	Canal and Wetlands	1	~~18~~6	6
Excavator to clean ditch (CAT 320E L)	Canal and Wetlands	1	~~18~~30	6
Excavator (CAT 320E L)	Shaft/Ocean Outlet and Tunnel Portal	1	18	6
Loader (CAT 966 or 950)	Ocean Outlet and Tunnel Portal/Canal and Wetlands	1	20	8
Pile Driver	Shaft/Ocean Outlet and Tunnel Portal/Canal and Wetlands	1	18	8
Drill Rig	Ocean Outlet and Tunnel Portal	1	2	6
Concrete pump (75 HP)	Ocean Outlet	1	1	3
Loader (CAT 966 or 950)	Tunnel	1	72 to 160	8
Road Header (Alpine EBZ132) or mini-excavator	Tunnel	2 or 1[a]	28 to 112[a]	8 to16
Crane (150 ton)	Tunnel	1	72 to 160	12 to 24
Air Compressor	Tunnel	1	72 to 160	12 to 24
Ventilation Fan (100 HP)	Tunnel	2	72 to 160	12 to 24

NOTE:
[a] If tunnel drives are completed sequentially, one road header or mini excavator would be used for a total duration of 56 weeks (24-hour tunneling) or 112 weeks (daytime tunneling only). If tunnel drives are completed concurrently, two would be used for a duration of 28 weeks (24-hour tunneling) or 56 weeks (daytime tunneling only).

As a staff-initiated text change, EIR/EIS page 2-24, paragraph 2 has been revised:

Electricity demand during construction would be approximately 1,300 kilowatts (kW) and would be required for the shaft staging area only. For a conventional tunneling operation, the estimated minimum required power connection is about 3,000 kVA. Equipment included in this estimate includes roadheader or mini-excavator per tunnel drive; and

ancillary equipment consisting of shotcrete application equipment, a batch plant, a compressor, pumps, ventilation fans, water treatment facilities, shop equipment and warehouse, a change house, yard lighting, and office trailers. Temporary construction power would be provided to the staging area at Fort Funston via a temporary Pacific Gas & Electric (PG&E) service connection, or by using a portable diesel-powered generator. If a temporary PG&E service connection is used, a~~A~~n emergency power supply (generator) with the capacity to provide 1,000 kVA would be located on-site during construction.

In response to Comment CSLC-3, EIR/EIS page 2-26, paragraph 6 has been revised:

- **Ocean Outlet structure:** 300 cy of exposed brick and shotcrete lined tunnel and concrete structure to be demolished and disposed of. Approximately ~~140~~ 120 feet of 33-inch concrete pipe from the replacement of the submarine outfall pipeline to be disposed of.

As a staff-initiated text change, EIR/EIS page 2-72, paragraph 3 has been revised:

2.10 Lead Agency Preferred Alternative

Under NEPA, the "preferred alternative" is a preliminary indication of the Lead Agency's preference of action among the proposed action and alternatives. A NEPA Lead Agency may select a preferred alternative for a variety of reasons, including the agency's priorities, in addition to the environmental considerations discussed in the EIS. ~~Although the Lead Agency may identify a preferred alternative in the Draft EIS, the NPS has not yet identified its preference of action among the Proposed Action and alternatives, and will identify the preferred alternative in the Final EIR/EIS i~~In accordance with NEPA (40 CFR 1502.14(e)) and based on the assessment in this EIR/EIS, NPS has identified the proposed Project as the preferred alternative.

Section 3.3, Air Quality

As a staff-initiated text change, EIR/EIS page 3.3.19, Table 3.3-4 has been revised:

TABLE 3.3-4
CONSTRUCTION CRITERIA POLLUTANT EXHAUST EMISSIONS

Emissions Source	Average Daily Construction Emissions (pounds/day)			
	ROG	NOx	PM10	PM2.5
Construction Activities	~~2.8~~4.9	~~23.1~~20.0	~~1.5~~0.9	~~1.5~~0.9
Vehicle Trips	~~1.1~~0.7	~~21.5~~12.3	~~0.5~~0.3	~~0.4~~0.2
Average Daily (pounds/day)	**~~3.9~~5.6**	**~~44.6~~32.2**	**~~1.9~~1.2**	**~~1.9~~1.2**
BAAQMD Significance Threshold	54	54	82	54
Significant Impact?	No	No	No	No

NOTES: Emissions were estimated using emission factors from the Off-road emissions inventory database and EMFAC 2011. Numbers may not sum due to rounding. Refer to Appendix C for details on the emissions estimates.

As a staff-initiated text change, EIR/EIS page 3.3-24, Table 3.3-5 has been revised:

TABLE 3.3-5
NEPA-RELEVANT CONSTRUCTION CRITERIA POLLUTANT EMISSIONS OF THE PROPOSED PROJECT

Emissions Source	Total Annual Construction Emissions (tons/year)*			
	ROG	NOx	PM2.5	CO
Year 1				
Construction Activities	~~0.2~~0.1	~~1.8~~0.8	~~0.1~~0.0	~~1.1~~0.0
Vehicle Trips	~~0.1~~0.1	~~2.5~~2.2	~~0.0~~0.0	~~0.9~~0.0
Total Annual	**~~0.4~~0.3**	**~~4.3~~2.9**	**~~0.2~~0.1**	**~~2.0~~0.1**
De Minimis Level	100	100	100	100
Exceeds De Minimis Level?	No	No	No	No
Year 2				
Construction Activities	~~0.5~~1.1	~~4.1~~4.3	~~0.3~~0.2	~~2.8~~0.2
Vehicle Trips	~~0.2~~0.1	~~3.5~~1.6	~~0.1~~0.0	~~1.4~~0.0
Total Annual	**~~0.7~~1.2**	**~~7.5~~5.8**	**~~0.3~~0.2**	**~~4.2~~0.2**
De Minimis Level	100	100	100	100
Exceeds De Minimis Level?	No	No	No	No
Year 3				
Construction Activities	~~0.1~~0.3	~~1.2~~1.0	~~0.1~~0.0	~~0.8~~0.0
Vehicle Trips	~~0.0~~0.0	~~0.6~~0.0	~~0.0~~0.0	~~0.2~~0.0
Total Annual	**~~0.2~~0.3**	**~~1.8~~1.1**	**~~0.1~~0.0**	**~~1.0~~0.0**
De Minimis Level	100	100	100	100
Exceeds De Minimis Level?	No	No	No	No

* NOTE: numbers may not sum due to rounding. These annual construction emissions were estimated based on the conservative assumption that construction activities would commence in early 2016. Although this construction schedule no longer is feasible, the estimated emissions are conservative because construction in later years will benefit from a cleaner fleet of off-road equipment as a result of CARB's In-Use Offroad Diesel Vehicle Regulation, and the New Offroad Compression Ignition Diesel Engines and Equipment Program.

As a staff-initiated text change, EIR/EIS page 3.3-25, paragraph 4 has been revised:

> The Tunnel Alignment Alternative would have similar construction characteristics of the Project. The construction methods and duration to construct this alternative would not change compared to the Tunnel portion of the Project, as described in Chapter 2, except that a digger shield or micro tunnel boring machine would be used in place of a mini excavator. From an air quality perspective, this would represent replacing one type of equipment ~~diesel engine~~ with another, and the power requirements and resulting criteria pollutant emissions would be similar. Both types of equipment engines would operate over the same construction phase duration and have similar engine load factors and would not meaningfully change the emissions estimated for the proposed Project which are primarily determined by these characteristics.

Section 3.4, Biological Resources

As a staff-initiated text change, EIR/EIS page 3.4-19, paragraph 3 has been revised:

> Daly City's environmental consultant (ESA) conducted a formal wetland delineation for federally jurisdictional wetlands and waters in November and December of 2012 (ESA, 2014). The field delineation identified and documented all potentially jurisdictional wetlands and other waters of the U.S. within the delineation study area. This wetland delineation found that within the study area, potential federally jurisdictional features include: Lake Merced, a freshwater lake used for recreational fishing and boating and thus, a Traditionally Navigable Water (TNW), and its adjacent wetlands; ~~Vista Grande Canal, a man-made, brick-lined channel constructed in dry land to capture and divert perennial stormwater and authorized non-storm water flows to the Vista Grande Tunnel and out to the Pacific Ocean (a TNW);~~ and the Pacific Ocean below the high tide line (HTL) at Fort Funston. With the exception of the Vista Grande Canal, which was determined by the Corps to be non-jurisdictional (USACE, 2016), ~~T~~the federal wetland delineation has not yet been verified by the Corps and should be considered preliminary until verification in writing is received from the Corps.

As a staff-initiated text change, EIR/EIS page 3.4-67, paragraphs 4 and 5 have been revised:

> As discussed in Section 3.4.1.5, potential jurisdictional features occur within the Project site, which have not been verified as such by regulatory agencies, with the exception of the Corps disavowing its jurisdiction over Vista Grande Canal. For the purpose of this Project analysis, these features are treated as potentially affected federal jurisdictional wetlands and other waters. Project impacts to these potentially jurisdictional features would involve temporary and permanent discharges of structures and/or fill within waters and wetlands, and/or alterations of the bed and/or banks of a lake or stream, to accommodate Project activities.
>
> Potentially jurisdictional wetlands and other waters would be affected by the placement of permanent or temporary fill material associated with ~~the installation of the collection box and box culvert at the headworks of the Vista Grande Canal, installation of the diversion structure within the Vista Grande Canal,~~ construction of the Lake Merced outlet structure in Impound Lake, ~~construction of the temporary access ramp at the downstream end of the Canal,~~ replacement of the Lake Merced overflow structure in South Lake, and use of the temporary beach access route. ~~Approximately 1,500 feet of the 3,600-foot Canal(potentially jurisdictional other waters) would be replaced.~~ The total area of permanent impacts is expected to be less than 0.5 acre.

As a staff-initiated text change, EIR/EIS page 3.4-68, paragraph 2 has been revised:

> Within the Project area, wetlands and other waters of the U.S. are regulated under Section 404 of the Clean Water Act. Because of the small area of permanent impacts to wetlands and other waters of the U.S. (less than 0.5 acre) the project will be authorized under the

Nationwide Permit (NWP) Program, likely under NWP #7 (Outfall Structures and Associated Intake Structures), NWP #13 (Bank Stabilization), NWP #33 (Temporary Construction, Access and Dewatering), or NWP #43 (Stormwater Facilities), or a combination thereof, to be determine by the Corps.~~, and n~~ Navigable waters are regulated by a Letter of Permission under Section 10 of the Rivers and Harbors Act.

As a staff-initiated text change, EIR/EIS page 3.4-68, Table 4.3-3 has been revised:

TABLE 3.4-3
IMPACTS TO POTENTIAL FEDERALLY JURISDICTIONAL WETLANDS AND WATERS

Feature Type/Name	Impact Type	Preliminary Regulatory Jurisdiction
Waters		
Lake Merced	Temporary and permanent loss Permanent gain	Corps (Section 404 CWA, Section 10 RHA), RWQCB (Section 401, P-C), CCC jurisdiction, CDFW Section 1600
Vista Grande Canal	Permanent loss	~~Corps (Section 404 CWA),~~ RWQCB (~~Section 401,~~ P-C), CDFW Section 1600
Pacific Ocean	Temporary and permanent loss	Corps (Section 404 CWA, Section 10 RHA), RWQCB (Section 401, P-C), CCC jurisdiction
Beach at Fort Funston	Temporary and permanent loss	Corps (Section 404 CWA, Section 10 RHA), RWQCB (Section 401, P-C), CCC jurisdiction
Wetlands (Lake Merced)		
Bulrush Wetland (BW)	Temporary and possibly permanent loss	Corps, CCC, RWQCB (Section 401, P-C), CDFW Section 1600
Knotweed Wetland (KW)	Temporary and possibly permanent loss	Corps, CCC, RWQCB (Section 401, P-C), CDFW Section 1600
Arroyo Willow Wetland (AWW)	Temporary and possibly permanent loss	Corps, CCC, CDFW Section 1600

SOURCE: ESA, 2014

As a staff-initiated text change, EIR/EIS page 3.4-133 has been revised:

U.S. Army Corps of Engineers (USACE), 2016. Letter Correspondence determination regarding the Vista Grande Canal as a non-jurisdictional feature. Received April 29, 2016.

Section 3.5, Cultural Resources

As a staff-initiated text change, EIR/EIS page 3.5-34, paragraph 3 has been revised:

Although approximately 58 percent or about 2,100 feet of the Canal would remain intact after completion of the Project, the Project would demolish the remaining 1,500 feet of the Canal and all of the 3,000-foot-long Tunnel, thereby substantially affecting of the vast majority (69~~8~~ percent) of the Vista Grande Canal and Tunnel as an entire drainage system.

Section 3.6, Geology and Soils

A discussion of the California Building Code (CBD) begins on page 3.6-16 of the EIR/EIS. It is acknowledged that the ASCE/SEI has updated their seismic standards since the publishing of the Draft EIR/EIS from ASCE 7-10 to ASCE 7-16. The 2016 edition of the CBD was published by the California Building Standards Commission on July 1, 2016, effective January 1, 2017.

Section 3.7, Greenhouse Gas Emissions and Climate Change

As a staff-initiated text change, EIR/EIS page 3.7-10, paragraph 2 has been revised:

> During Project construction, construction equipment, trucks, worker vehicles, and ground-disturbing activities would generate GHG emissions directly. The construction equipment inventory and use assumptions input to estimate construction emissions were developed based on the assumed weekly construction schedule for the Project combined with equipment types and duration of use information provided by Daly City. Construction of the Canal is expected to occur ~~for almost the full 28 months of total Project construction~~over approximately the first year of Project construction. Tunnel construction would occur for ~~21~~ 17 to 37 months and would occur concurrently with construction of the Ocean Outlet, which is expected to last 5.5 months. Construction activities would include site demolition, tree and vegetation removal, excavation, tunneling, grading, pile driving, drilling, backfilling, and material loading.

As a staff-initiated text change, EIR/EIS page 3.7-10, Impact GHG-1 has been revised:

> **a) Impact GHG-1: Project construction and operation would generate GHG emissions. (Less than Significant with Mitigation)**

As a staff-initiated text change, EIR/EIS page 3.7-11, Table 3.7-2 has been revised:

TABLE 3.7-2
CONSTRUCTION-RELATED GHG EMISSIONS (METRIC TONS CO_2E)

Construction Activity Source	Year 1	Year 2	Year 3
Off-road Equipment Emissions	~~175.1~~192.4	~~436.0~~1,575.8	~~119.5~~393.7
Vehicle Emissions	~~845.3~~700.7	~~550.1~~622.4	~~97.9~~41.9
Total Construction Emissions	~~1,020.4~~893.1	~~986.1~~**2,198.2**	~~217.3~~435.5
Significance Threshold	1,100.0	1,100.0	1,100.0
Significant Impact?	**No**	**~~No~~Yes**	**No**

As a staff-initiated text change, EIR/EIS page 3.7-11, paragraphs 3 and 4 have been revised and a mitigation measure has been added:

As indicated in Table 3.7-2, total short-term Project construction-related GHG emissions would be ~~at most 1,020 metric tons CO2e per year, which is lower than~~below BAAQMD's quantitative threshold of 1,100 metric tons CO2e per year for non-stationary sources in construction years 1 and 3, but would be above this threshold during year 2. Therefore, GHG emissions from Project construction are considered ~~*less than*~~ *significant* during year 2.

The estimates provided in Table 3.7-2 reflect the most intensive construction schedule among the possible options related to tunneling (i.e., concurrent tunnel drive construction, 24 hours per day). Some of the emissions estimated to occur in year~~s 1 and~~ 2 ~~likely~~ would be displaced into year 3 and potentially a fourth year of construction if the tunnel drives were constructed sequentially and/or if tunnel construction was limited to between 7:00 a.m. and 7:00 p.m. because construction would be spread out over a greater number of months (up to 44 months in total; see Table 2-2). The overall total construction emissions would be similar, but less intensive construction would result in lower annual emissions. If the least intensive construction schedule is implemented (i.e., subsequent tunnel drive construction, 12 hours per day), annual emissions would be below the annual threshold during each construction year and would be less than significant. ~~Under all circumstances, i~~Impacts associated with construction-related GHG emissions would be ~~*less than*~~ *significant* if tunnel drives are constructed concurrently, if tunneling occurs on a 24-hour basis, or both. ~~.~~Implementation of Mitigation Measure 3.7-1 would reduce the impact associated with construction-related GHG emissions to a *less-than-significant* level.

Mitigation Measure 3.7-1: Greenhouse Gas Emission Reduction

Daly City and/or its contractor(s) shall implement the following measures to reduce greenhouse gas emissions from construction:

1. On-road vehicle idling time shall be minimized and shall not exceed a 5-minute maximum. Additionally, off-road engines shall not idle for longer than 5 minutes, per Section 2449(d)(3) of Title 13, Article 4.10, Chapter 9 of the California Code of Regulations. Clear signage of this requirement shall be provided for construction workers at all access points to construction areas.

2. Utilize B20 biodiesel for generator fueling to reduce greenhouse gas emissions of generator operation by approximately 20 percent.

3. Following finalization of project design and construction phasing, but prior to the start of construction activities, Daly City and/or its contractors shall use best available modeling tools to estimate annual greenhouse gas emissions resulting from construction. After accounting for the use of B20 biodiesel as under Item 2, Daly City shall purchase carbon offsets in the amount that construction emissions would exceed the greenhouse gas emissions significance threshold of 1,100 MT/CO2-equivalent per year from an accredited source.

As a staff-initiated text change, EIR/EIS page 3.7-11, paragraph 5 (continuing on page 3.7-12) has been revised:

> Once construction is complete, the Project would result in negligible new sources of GHG emissions. GHG emissions would result from the use of a vacuum truck to clean the debris screening device, from vehicles required during other annual maintenance activities, from electricity used to pump water to the wetlands, and from periodic replacement of the Ocean Outlet (approximately 25 years) as bluff erosion proceeds. However, the Project also would allow Daly City to discontinue pumping treated effluent from the Wastewater Treatment Plant through the force main during wet weather because it would accommodate the use of the gravity pipeline during wet weather. This would eliminate the GHG emissions associated with electricity used to power the pumps that supply water to the force main when needed. Additionally, the LMP includes an operational plan for the proposed Vista Grande diversions, a water quality monitoring plan, and best management practices that could result in occasional maintenance vehicle trips. Therefore, there would be a negligible net change in long-term baseline conditions as a result of the Project, and the long-term operational impact with respect to GHG emissions would be *less than significant.*
>
> **Significance after Mitigation:** Less than significant.
>
> ~~**Mitigation**: None required.~~

As a staff-initiated text change, on EIR/EIS page 3.7-12, the first full paragraph has been revised:

> The 25,000 metric tons CO2e threshold for adverse environmental impacts is described in Section 3.7.3.2. As shown in Table 3.7-2, construction-related GHG emissions would be below this federal reporting threshold for all years (up to ~~4~~ 9 percent of the threshold in the ~~first~~ second year). Therefore, the Project would have a minor adverse impact with regard to construction related GHG emissions. As described above, operational GHG emissions which would result from the use of electricity to power seasonal pump and diversion gate operations and from occasional vehicle trips to perform maintenance operations would not be a daily occurrence and would generate negligible GHG emissions (less than 1 percent of the threshold). Therefore the Project would have a negligible impact with regard to operational GHG emissions.

As a staff-initiated text change, on EIR/EIS page 3.7-12, the third full paragraph (continuing on page 3.7-13) has been revised:

> The Tunnel Alignment Alternative would have many similar construction characteristics of the Project. The general construction methods and duration required to construct the Tunnel Alignment Alternative would not change compared to the Tunnel portion of the proposed Project, as described in Chapter 2. The details of the construction activities and methods for the Project, which would be the substantially similar to those of the Tunnel Alignment Alternative with the exception that a digger shield or micro tunnel boring

machine would be used in place of a mini excavator, are summarized in Table 2-1 and include demolition; alternative component construction or demolition; excavation; spoils storage, diversion, and disposal and dewatering activities; and installation of work/staging areas. From a GHG emission perspective, use of a digger shield or micro tunnel boring machine in place of a mini excavator would represent replacing one type of ~~diesel engine~~equipment with another, and the power requirements and resulting greenhouse gas emissions would be similar. Both types of equipment engines would operate over the same construction phase duration and have similar engine load factors and would not meaningfully change the GHG emissions estimated for the proposed Project which are primarily determined by these characteristics.

As a staff-initiated text change, on EIR/EIS page 3.7-13, the first full paragraph has been revised:

The Tunnel Alignment Alternative would require a reduced volume of materials to be off-hauled as compared to the Project, which would reduce the number of truck trips required and their associated GHG emissions. However, this reduction in the number of truck trips would not reduce GHG emissions in construction year 2 to below ~~Like the Project, the Tunnel Alignment Alternative would have annual construction-related GHG emissions that would not exceed~~ the BAAQMD's significance threshold, and the Tunnel Alignment Alternative would result in a significant impact during construction year 2, like the proposed Project~~s~~. Mitigation Measure 3.7-1 would be required for construction of the Tunnel Alignment Alternative. ~~Therefore,~~With implementation of mitigation, construction-related GHG emissions associated with the Tunnel Alignment Alternative would be *less than significant*.

As a staff-initiated text change, on EIR/EIS page 3.7-13, the fourth full paragraph has been revised:

The Tunnel Alignment Alternative would require a reduced volume of materials to be off-hauled as compared to the Project, which would reduce the number of truck trips required and their associated emissions. Like the Project, the Tunnel Alignment Alternative would have annual construction-related GHG emissions that would be below the federal reporting threshold for all years (up to 9 ~~4~~ percent of the 25,000-ton reporting threshold). Operational GHG emissions resulting from the use of electricity to power seasonal pump and diversion gate operations and from occasional vehicle trips to perform maintenance operations would not be a daily occurrence and would generate negligible GHG emissions (less than 1 percent of the 25,000-ton reporting threshold). Therefore, this alternative would have a minor adverse impact with regard to GHG emissions during construction, and a negligible impact during operation and maintenance.

As a staff-initiated text change, on EIR/EIS page 3.7-14, the first full paragraph has been revised:

The construction methods and duration to construct this alternative would not change substantially compared to the Project, as described in Chapter 2 except that the collection box and box culvert would not be installed. This would result in reduced duration of

construction activity as removal of approximately 1,500 feet of the canal structure and installation of box culverts described for the proposed Project would not occur, resulting in fewer annual emissions. Additionally, truck transport of excavated materials and clean fill associated with the box culvert would not be required under this alternative that would occur under the proposed Project, also reducing annual emissions. ~~Like the Project,~~ Because the Canal Configuration Alternative would be paired with either the proposed tunnel construction or construction of the Tunnel Alignment Alternative, it would be a component of the overall construction that would result in a significant impact during construction year 2, like the proposed Project. Mitigation Measure 3.7-1 would be required to reduce ~~have annual construction-related GHG emissions that would not exceed the BAAQMD's significance thresholds. Therefore,~~ construction-related GHG emissions associated with the ~~Tunnel Alignment~~Canal Configuration Alternative and either tunnel option to~~would be~~ *less than significant*.

As a staff-initiated text change, on EIR/EIS page 3.7-14, the third full paragraph has been revised:

The construction methods and duration to construct the Canal Configuration Alternative would not change compared to the Project. Construction emissions under the Canal Configuration Alternative would be reduced compared to those presented in Table 3.7-3 for the Project because of the reduced amount of excavation and construction associated with the elimination of the collection box and box culvert. Consequently, like the Project, the Canal Configuration Alternative would have annual construction-related GHG emissions that would be below the federal reporting threshold for all years (less than 9~~4~~ percent of the 25,000-ton reporting threshold). Operational GHG emissions resulting from the use of electricity to power seasonal pump and diversion gate operations and from occasional vehicle trips to perform maintenance operations would not be a daily occurrence and would generate negligible GHG emissions (less than 1 percent of the 25,000-ton reporting threshold). Therefore, this alternative would have a minor adverse impact with regard to GHG emissions during construction, and a negligible impact during operation and maintenance.

As a staff-initiated text change, EIR/EIS page 3.7-15, paragraph 2 has been revised:

GHG emissions are inherently a cumulative concern because it is the accumulation of GHG emissions in the atmosphere around the earth that results in global climate change; therefore, the geographic scope of cumulative impacts related to GHG emissions and climate change is global. The Project would result in ~~minor~~ short-term GHG emissions during construction that would ~~be below~~exceed the applicable CEQA threshold~~s developed by BAAQMD~~during construction year 2, but would be reduced to below this threshold with implementation of Mitigation Measure 3.7-1, and would have negligible long-term GHG emissions during operation. The Project would not conflict with the state's GHG reduction goals, and as described in Section 3.7.3.3, Criteria and Thresholds with No Impact or Not Applicable, would support the goals of the Climate Change Scoping Plan. The Tunnel Alignment Alternative and Canal Configuration Alternative

would result in reduced construction emissions, but would still exceed the applicable CEQA threshold during construction year 2 and require implementation of Mitigation Measure 3.7-1. ~~and~~These alternatives would have substantially similar operation and maintenance emissions compared to the Project. Therefore, they would not conflict with the state's GHG reduction goals, and they would support the Climate Change Scoping Plan. The No Project/No Action alternative would not result in substantial GHG emissions. All of the cumulative projects described in Table 3.1-1 in Section 3.1, *Introduction and Overview*, could contribute to global warming due to the generation of short-term and/or long-term GHG emissions. If GHG emissions continue globally such that climate change results in the impacts described in Section 3.7.1.1, the overall global cumulative impact would be *significant* and adverse. However, the Project's and the alternatives' contributions to this impact would not be cumulatively considerable because implementation of Mitigation Measure 3.7-1 would reduce emissions to below all applicable thresholds.

Section 3.9, Hydrology and Water Quality

In response to Comment USEPA-13, EIR/EIS page 3.9-1, paragraph 3 (continuing on page 3.9-2) has been revised:

The study area is located within the San Francisco Coastal South Watershed (USEPA, 2015), which extends from western San Francisco to the southern end of San Mateo County. Lake Merced, the major surface freshwater feature in the study area, is a naturally occurring lake located approximately 0.25 mile from the Pacific Ocean in the southwestern corner of San Francisco. The proposed Project components are all located within the Lake Merced urban watershed, one of eight distinct urban watersheds within the City and County of San Francisco (San Francisco). A natural watershed is the land area that drains to a single body of water such as a stream, lake, wetland, or estuary, whereas an urban watershed can replace overland sheet flow to natural tributaries with constructed storm and sewer systems that separately collect and convey flows. Storm and authorized non-storm flows[1] (also referred to as exempt and conditionally exempt discharges under the Municipal Regional Stormwater Permit, RWQCB Order ~~R2-2009-0074~~ R2-2015-0049) within the urban watersheds on the western side of San Francisco, including the Lake Merced urban watershed, flow toward the Pacific Ocean through constructed stormwater conveyance systems.

[1] Authorized non-stormwater discharges (also called exempt and conditionally exempt discharges) are described in detail in Section C.15 of the Municipal Regional Stormwater NPDES Permit, RWQCB Order No. ~~R2-2009-0074~~ R2-2015-0049; detail in Section C.15 of the Municipal Regional Stormwater NPDES Permit, RWQCB Order No. ~~R2-2009-0074~~ R2-2015-0049; examples include pumped groundwater, runoff from landscape irrigation, water from foundation drains, air conditioning condensate, water from residential car washing activities, and the like.

In response to Comment USEPA-13, EIR/EIS page 3.9-49, paragraph 4 has been revised:

> Stormwater runoff and authorized non-storm flows (conditionally exempt discharges) from Daly City and the other San Mateo County cities have been regulated under MS4 NPDES permits since 1993. These MS4 permits, including the current Municipal Regional Permit, RWQCB Order No. ~~R2-2009-0074~~ R2-2015-0049 (MRP), re-issued by the Water Board on November 19, 2015, to regulate stormwater discharges from municipalities and local agencies in San Mateo County, have contained increasingly prescriptive requirements, typically in the form of enhanced BMPs.

In response to Comment USEPA-13, EIR/EIS page 3.9-87, paragraph 3 has been revised:

> To assess the direct and indirect long-term impacts of Project operations on Lake Merced water quality, a detailed Project-specific WQA was developed (ESA, 2015). The WQA presents analysis of the potential changes to Lake Merced existing conditions as a result of Project operations and incorporates the hydrologic context of Project operations, such as the relative volume of Canal flows as compared to overall lake volume. Additionally, as part of the analysis of potential water quality effects to Lake Merced, the water quality of Canal flows were considered within the context of proposed physical and operational Project elements (such as the screening device, the treatment wetlands, and the diversion protocols), as well as regulatory controls[12] to urban runoff water quality.

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[12] As discussed in detail in the WQA and in Section 3.9.2, the existing and proposed diversions of flows from the Vista Grande Canal to Lake Merced are covered under the existing MS4 NPDES permit, called the MRP, RWQCB Order No. ~~R2-2009-0074~~ R2-2015-0049. No additional NPDES permits are needed for Project operation. The operational protocols and the use of in-lake management actions and BMPs proposed as part of the Project are described in Section 2.6.1 and 2.6.2, respectively.

As a staff-initiated text change, EIR/EIS page 3.9-112, a new second paragraph has been included:

> Altering erosion rates and patterns, increasing local scour, and reducing the vertical beach profile at and beyond the project site as a result of reflected wave energy from the proposed wing walls (as described above) could further adversely affect the efforts of ongoing beach nourishment projects being conducted in the project vicinity. The SFPUC, in cooperation with the NPS, is conducting annual sand management activities at south Ocean Beach in an area between Sloat Boulevard and Fort Funston to address severe coastal erosion threatens local highway infrastructure and public access (NPS, 2016; CCC, 2015b). Such beach nourishment efforts have involved the annual placement of up to 100,000 cubic yards of sand. Additionally, the USACE, in cooperation with the City of San Francisco and the U.S. Geologic Survey, has been beneficially reusing dredge material (sand only) in the vicinity of Sloat Boulevard to reduce ongoing severe erosion along southern Ocean Beach (USACE, 2011, 2013). As part of this effort, the USACE has placed dredge material along southern Ocean Beach directly and off shore in the near shore area in the vicinity of the Sloat Boulevard parking area. Such beach nourishment efforts are continuing and predicted to continue for the foreseeable future. The proposed

wing walls would be constructed approximately 0.75 miles from sand placement locations associated with local beach nourishment efforts and could locally alter erosion rates as well as sand transport and distribution patterns in a manner that reduces the efficacy of such efforts aimed at reducing local severe coastal erosion rates.

As a staff-initiated text change, EIR/EIS page 3.9-133, paragraph 1 has been revised:

One project was identified as having the potential to cause impacts relating to coastal processes and erosion that could combine with those of the Project: the Ocean Beach Master Plan. The Ocean Beach Master Plan presents recommendations for the management and protection of San Francisco's Ocean Beach, a 3.5-mile stretch of beach north of Fort Funston. The plan includes recommendations for rerouting the Great Highway behind the San Francisco Zoo via Sloat and Skyline Boulevards and restoring dunes through sand replenishment. Prior to implementation of the Ocean Beach Master Plan, beach nourishment efforts, involving the placement of sand at locations along south Ocean Beach (approximately 0.75 miles from the proposed wing walls), have occurred and continue as an interim solution for the erosion issues at Ocean Beach (described in detail under Impact HYD-9). As described under Impact HYD-9, the proposed Project could result in the alteration of coastal processes that would result in a potentially *significant and unavoidable* coastal erosion impact. Additionally, the proposed Project wing wall structure could increase reflected wave energy resulting in increased local scour and subsequent reduction of the beach vertical profile as well as alteration of local sand transport rates and patterns. The Project's contribution to this potentially *significant* cumulative impact would be cumulatively considerable because the Project could exacerbate the effects of coastal erosion as a result of alterations to the local shoreline proposed as part of the Ocean Beach Master Plan. However, **Mitigation Measure 3.9-2, Comprehensive Coastal Engineering Investigation and Implementation of Recommendations**, ~~would reduce this potential impact to a *less than significant* level by requiring~~ require Daly City to complete and implement the recommendations of a Project-specific coastal engineering study consistent with the requirements of California Coastal Commission draft policy guidance relating to sea-level rise as relevant to coastal development. Such a study would require a site-specific hazard analysis that includes assessment of the cumulative effects of the Project on coastal process elements, such as erosion and wave reflection, with applicable existing or future projects, including (at a minimum) the adjacent SFPUC structures, the Ocean Beach Master Plan, and other existing outfall structures in the area. With implementation of Mitigation Measure 3.9-2, the Project's contribution to the cumulative impact on coastal erosion would not be cumulatively considerable.

As a staff-initiated text change, the following references have been added to Section 3.9, Hydrology and Water Quality:

California Coastal Commission, 2015b. Staff Report (Th14b), application number 2-15-1357 for annual movement of up to 100,000 cubic yards of sand from North Ocean Beach to South Ocean Beach.

NPS, 2016. Ocean Beach Erosion Protection Measures – Immediate Action Plan. [https://parkplanning.nps.gov/projectHome.cfm?parkID=303&projectID=59587] Accessed October 12, 2016.

U.S. Army Corps of Engineers (USACE), 2011. Report of Dredging and Placement of Dredged Material in San Francisco Bay in 2010. Dredged Material Management Office (DMMO), Long Term Management Strategy.

USACE, 2013. Dredging and Placement of Dredged Material in San Francisco Bay. Dredged Material Management Office (DMMO), Long Term Management Strategy. January-December 2012 Report.

Section 3.11, Noise and Vibration

As a staff-initiated text change, EIR/EIS page 3.11-13, Table 3.11-3 has been revised:

TABLE 3.11-3
TYPICAL NOISE LEVELS FROM CONSTRUCTION EQUIPMENT

Construction Equipment	Noise Level[a] (dBA, L_{eq} at 50 Feet)
Excavator	81
Compactor	83
Impact or Vibratory Pile Driver	101
Crane	81
Loader	79
Drill Rig	79
Air Compressor	78
Ventilation Fan	79
Dump truck	76
Generator	81

dBA = A-weighted decibels, Lmax = maximum noise exposure level for the given time period

[a] Maximum noise levels correspond to a distance of 50 feet from the noisiest piece of equipment associated with a given piece of construction equipment.

SOURCE: FHWA, 2006

As a staff-initiated text change, EIR/EIS page 3.11-15, paragraph 1 has been revised:

The Project's ongoing non-impact Tunnel construction activities occurring over a period of approximately 17 to 37 months would result in noise levels up to ~~77~~ 80 dBA immediately outside the staging area fence line, decreasing to approximately ~~71~~ 73 dBA along the Sunset Trail extending south from the parking lot, and to ~~59~~ 62 dBA or lower along the portion of the Sunset Trail extending north from the parking lot. Non-impact construction noise would attenuate such that it is indistinguishable from ambient noise from Battery Davis northward, but may be audible above ambient noise in other portions of Fort Funston. For areas closest to the construction staging area, this could result in a substantial temporary increase above noise levels existing without the Project, a potentially significant impact.

As a staff-initiated text change, EIR/EIS page 3.11-15, the third bullet point of Mitigation Measure 3.11-1 has been revised:

- Stationary construction noise sources shall be located as far from adjacent residential receptors as possible. Stationary noise-generating construction equipment shall be muffled and enclosed within temporary sheds, incorporate insulation barriers, and/or controlled using other measures to the extent this does not interfere with construction purposes. Specifically, any generator used on site shall be muffled using an acoustical enclosure.

Section 3.15, Transportation and Traffic

In response to Comment Caltrans-4, EIR/EIS page 3.15-3, paragraph 7 (continuing on page 3.15-4) has been revised:

> Caltrans' construction practices require temporary traffic control planning "during any time the normal function of a roadway is suspended" (Caltrans, 2012). Furthermore, Caltrans requires that permits be obtained for transportation of oversized loads and transportation of certain materials, and for construction-related traffic disturbance. Project construction and maintenance activities would not occur on state highways or highway rights-of-way; state roadways would be used solely as access routes for construction workers and construction vehicles. However, the tunnel portion of the project would be excavated under SR 35. Therefore, Caltrans encroachment permits would ~~not~~ be required. Further, oversized vehicles (by weight, height, length, or width) or vehicles carrying hazardous materials that require Caltrans permits would not be used. Caltrans' facilities that are likely to be used as access routes by construction workers and construction vehicles to the planned work sites include: SR 1, SR 35, and I-280 (described above).

In response to Comment CSLC-11, Mitigation Measure 3.15-1 on EIR/EIS page 3.15-9 (continuing on page 3.15-10) has been revised:

> **Mitigation Measure 3.15-1: Construction Traffic Management Plan**. Daly City and/or its contractor(s) shall prepare and implement a Construction Traffic Management Plan in accordance with professional traffic engineering standards to show methods for maintaining traffic flows on roadways and access to recreational resources directly affected by Project construction, which shall include, at a minimum, the following requirements:
>
> a) Develop circulation plans to minimize impacts on local street circulation; use flaggers and/or signage to guide vehicles through and/or around the construction zone (including, as needed, for trucks turning into and out of Fort Funston at the intersection of SR 35 and Fort Funston Road). Circulation plans may be modified during construction, based on observed conditions.
>
> b) Identify truck routes and, to the extent possible, use haul routes that minimize truck traffic on local roadways and residential streets.

c) Schedule truck trips to minimize trips during the peak morning and evening commute hours, and the peak hours of arrivals and departure from Fort Funston, to the extent possible.

d) Provide sufficient staging areas for trucks accessing construction zones to minimize disruption of access to adjacent land uses, particularly within residential neighborhoods.

e) Maintain pedestrian and bicycle access and circulation during Project construction where safe to do so. If construction activities encroach on a bicycle lane, post warning signs that indicate bicycles and vehicles are sharing the lane.

f) Maintain public safety and access on the beach by posting notices and maps at and around the project site and on Golden Gate National Recreation Area's website prior to and during construction, informing the public about when and where public access could be restricted and about alternative access points, if applicable; and incorporate measures on the beach to protect the public during construction activities.

~~f~~g) Store all equipment and materials in designated contractor staging areas on or adjacent to the worksite, in such a manner to minimize obstruction of traffic.

~~g~~h) Implement roadside safety protocols and provide advance "Road Work Ahead" warning signs and speed control (including signs informing drivers of state-legislated double fines for speed infractions in a construction zone) to achieve required speed reductions for safe traffic flow through the work zone.

~~h~~i) Coordinate construction with facility owners or administrators of sensitive land uses such as police and fire stations (including all fire protection agencies), transit stations, hospitals, and schools, as well as Fort Funston. Notify facility owners or operators in advance of the timing, location, and duration of construction activities.

~~i~~j) Provide residents adjacent to Project construction areas (e.g., on Avalon Drive and Westmoor Avenue) with information regarding Project construction in their area, including anticipated start and end of construction activities.

~~j~~k) Coordinate construction with local traffic agencies, SFMTA, NPS, and SamTrans, to minimize disruption and arrange for the temporary relocation of bus stops in work zones as necessary.

Section 3.16, Utilities and Service Systems

In response to comment USEPA-15, EIR/EIS page 3.16-4, paragraph 1 has been revised:

Daly City

~~Allied Waste~~ Republic Services provides residential and commercial garbage collection services for Daly City. Collected garbage that is not compostable is directed to ~~the Daly City Mussel Rock Transfer Station located at Skyline Drive and Westline Drive in Daly City, and eventually~~ the Corinda Los Trancos Landfill (formerly Ox Mountain Sanitary Landfill), located 3 miles east of Half Moon Bay off of Highway 92. This facility has a ceased operational date of January 2018 with a permitted capacity of 69 million cubic yards, and total remaining capacity of approximately 26.9 million cubic yards as of

May 2011 (Davies, 2014). In 2012, Daly City generated approximately 54,000 tons of solid waste and directed approximately 53,000 tons to the Corinda Los Trancos Landfill (CalRecycle, 2014d).

As a staff-initiated text change, EIR/EIS page 3.16-9, paragraph 4 has been revised:

As described in Section 3.16.3, Local Regulatory Setting, Daly City's Recycling and Diversion of Construction and Demolition Debris Ordinance requires that at least 60 percent of waste tonnage is recycled. San Francisco's 2006 C&D ordinance requires that a minimum of 65 percent of the material be diverted from the landfill. Since much of the Project construction activities would occur within San Francisco, this analysis assumes that the Project would comply with San Francisco's C&D ordinance, ensuring that at least 65 percent of the excess material (approximately 30,600 cubic yards) is diverted from landfills and that all C&D material is sent to a registered facility that reuses or recycles those materials. Approved facilities that accept mixed C&D debris include the following: Blue Line Transfer Inc. in South San Francisco, San Bruno Garbage Co, Inc., Allied San Carlos Transfer Station in San Carlos, and Recology's transfer station. As a result, the receiving landfill would receive up to 16,500 cubic yards of C&D materials over the construction period. The National Park Service has also expressed interest in potential reuse of some construction spoils at Fort Funston. The Project's contribution to the receiving landfill would be equal to less than 0.06 percent of the remaining capacity of the Corinda Los Trancos Landfill. However, as described in Section 3.16.1.6, operation of the Corinda Los Trancos Landfill is scheduled to be closed in January 2018, and Project construction could extend through mid-2018. Therefore, Daly City would need to find an alternative landfill for disposal of any additional construction waste generated from January 2018 through the end of the Project construction phase. It is possible that some Project-related waste could be off-hauled to the landfill that gets selected (possibly the Recology Ostrom Road Landfill in Yuba County). Other landfills in the San Francisco Bay Area that could accept waste include the Keller Canyon Landfill, which is located in Pittsburg and has an estimated remaining capacity of 63,408,410 cubic yards, and the Acme Landfill, which is located in Martinez and has a remaining capacity of approximately 175,000 cubic yards (CalRecycle, 2014e and 2014f). Because adequate capacity exists at the Corinda Los Trancos Landfill and because any additional construction waste generated beyond 2018 could be accommodated by other Bay Area landfills, potential impacts related to exceeding permitted landfill capacity during construction would be *less than significant.*

Chapter 4, Other CEQA/NEPA Considerations

As a staff-initiated text change, Section 4.2.2.1, Energy Consumption and Effects on Local and Regional Energy Supplies, on EIR/EIS page 4-3 (continuing on page 4-4) has been revised:

Direct energy use would include the consumption of petroleum fuel for vehicles and the use of electricity for equipment and facilities. Indirect energy use includes the energy required to make the materials and components used in construction of the Project. This

includes energy used for extraction of raw materials, manufacturing, and transportation associated with manufacturing.

Although construction-related energy consumption would occur temporarily during the construction period, it would represent irreversible consumption of finite natural energy resources. Construction-related energy expenditures would include direct uses of energy in the form of fuel (typically diesel fuel for trucks and on-site equipment, and gasoline for commuter vehicles). The precise amount of petroleum fuel demand that would be required to construct the Project is uncertain; however, for the purposes of this analysis, fuel usage in terms of gasoline and diesel have been estimated based on greenhouse gas (GHG) emission estimates for the Project (see Section 3.7, *Greenhouse Gas Emissions and Climate Change*) and The Climate Registry fuel use emission factors (The Climate Registry, 2015). Based on the projected GHG emissions shown in Section 3.7, it is estimated that the Project would use approximately 100,000 gallons of gasoline and 260,000 gallons of diesel during the entire 24- to 44-month construction period. Under the most intensive construction schedule (24 months), the annual construction fuel consumption would be 50,000 gallons of gasoline and 130,000 gallons of diesel. Combined, this annual fuel consumption would represent less than 0.001 percent of statewide annual petroleum fuel use. ~~it is anticipated that gasoline and diesel would be used for construction equipment and worker and haul vehicles~~The use of petroleum fuels during construction would be comparable to similar construction projects, and ~~that~~ this consumption would not have a measurable effect on local and regional energy supplies. If construction power is provided by a temporary PG&E connection instead of a diesel-powered generator, the overall amount of diesel fuel consumed would be substantially lower. The temporary PG&E power connection would not have a significant impact on local or regional electricity supplies because it would be infeasible to provide a temporary connection that would create localized shortages or require additional energy procurement. However, to the extent that electrical power from PG&E comes from non-renewable sources (see Table 4-1), this use of energy would represent an irreversible consumption of those resources (e.g., natural gas).

The primary material used in construction of the Project would be the concrete needed for the collection box, box culvert, diversion structure, Lake Merced portal, tunnel, and Ocean Outlet structure. The use of concrete and other construction materials would result in indirect energy consumption as a result of the energy required to produce them. Daly City's Recycling and Diversion of Construction and Demolition Debris Ordinance requires that at least 60 percent of waste tonnage is recycled. San Francisco's 2006 Construction and Demolition Debris ordinance requires that a minimum of 65 percent of the material be diverted from the landfill. Required compliance with these ordinances would ensure that most of the concrete and other materials to be removed from construction sites would be recycled, contributing to indirect energy conservation by putting these materials to use instead of new materials.

During operation, consumption of diesel and/or gasoline would be limited to infrequent maintenance trips to empty the gross solids screening device, periodic maintenance of the constructed treatment wetlands, and removal and reconstruction of the Ocean Outlet structure (assumed to occur at approximately 25-year intervals). This removal and reconstruction would use a fraction of the amount of fuel required for Project construction because it would be comparable to construction of the proposed Ocean Outlet structure, which is a relatively small portion of the overall Project construction effort.

~~and generators~~Electricity would be used to operate the new diversion structure pumps and gates. However, the Project also would allow Daly City to discontinue pumping treated effluent from the Wastewater Treatment Plant through the force main during wet weather because it would accommodate the use of the gravity pipeline during wet weather. This would eliminate the need for energy consumption to power the existing pumps that currently convey water to the force main.

This energy use would be necessary to implement the Project, and none of the proposed energy-consuming activities associated with each phase would be a wasteful, inefficient, or unnecessary use of energy. The Project would not have a significant impact with respect to fuel and electrical energy requirements or on local or regional energy supplies.

The Tunnel Alignment Alternative and Canal Configuration Alternative would result in similar energy consumption patterns compared to the proposed Project. The Canal Configuration Alternative would use less concrete than the proposed Project because it would omit the box culvert portion of the canal improvements. The Tunnel Alignment Alternative would use a similar amount of concrete compared to the proposed tunnel improvements.

Mitigation: None required.

A reference has been added to EIR/EIS page 4-10:

The Climate Registry, 2015. Table 13.1 US Default CO2 Emission Factors for Transport Fuels. [https://www.theclimateregistry.org/wp-content/uploads/2016/03/2015-TCR-Default-EFs.pdf]

Chapter 5, Consultation and Coordination

In response to Comment CSLC-2, EIR/EIS page 5-2, paragraph 2 has been revised:

5.1.3 CSLC

Daly City staff met with California State Lands Commission (C~~L~~SLC) staff once during preparation of the EIR/EIS. The meeting was conducted via teleconference on October 29, 2014. The purpose of the meeting was to provide C~~L~~SLC staff with an overview of the

Project, review the agency's jurisdiction, identify resource issues that should be considered in the EIR/EIS, and to discuss permitting requirements. The Project schedule was also discussed at the meeting. Of primary interest to C~~L~~SL̲C staff was determining the landward extent of C~~L~~SL̲C jurisdiction (given the inland migration of shoreline with bluff erosion) and ensuring that resources within that jurisdiction are protected.

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APPENDIX C (REVISED)

Air Quality

Summary

Summary of Criteria Pollutants Emissions (CEQA)

Average Daily Construction-related Emissions (lbs/day)

	ROG	CO	NOX	SOX	PM2.5	PM10
Off-road	4.9	84.8	20.0	0.0	0.9	0.9
On-road	0.7	5.4	12.3	N/A	0.2	0.3
Combined	**5.6**	**90.1**	**32.2**	**0.0**	**1.2**	**1.2**

Annual Construction Related Emissions (MT/year)

	Year 1	**Year 2**	**Year 3**	All Years
	CO2e	CO2e	CO2e	CO2e
Off-road	192.4	1,575.8	393.7	2,161.9
On-road	700.7	622.4	41.9	1,365.0
Combined	**893.1**	**2,198.2**	**435.5**	**3,526.8**

Summary of Criteria Pollutants Emissions (NEPA)

Year 1

	ROG	CO	NOX	SOX	PM2.5	PM10
Off-road	0.1	2.1	0.8	0.0	0.0	0.0
On-road	0.1	0.6	2.2	N/A	0.0	0.0
Combined	**0.3**	**2.7**	**2.9**	**0.0**	**0.1**	**0.1**

Year 2

	ROG	CO	NOX	SOX	PM2.5	PM10
Off-road	1.1	19.0	4.3	0.0	0.2	0.2
On-road	0.1	0.8	1.6	N/A	0.0	0.0
Combined	**1.2**	**19.8**	**5.8**	**0.0**	**0.2**	**0.2**

Year 3

	ROG	CO	NOX	SOX	PM2.5	PM10
Off-road	0.3	4.8	1.0	0.0	0.0	0.0
On-road	0.0	0.2	0.0	N/A	0.0	0.0
Combined	**0.3**	**5.0**	**1.1**	**0.0**	**0.0**	**0.0**

Construction Equipment Usage by Project Component

Provided by Project Applicant

Equipment	**Construction Usage**				
	Project Component	**Number**	**Duration of Use (weeks)**	**Daily Use (hours/day)**	
Crane (150 ton)	Tunnel	1	90	24	
Excavator (CAT 320E L)	Shaft/Ocean Outlet and Tunnel Portal	1	6	6	
Excavator with hammer (750 Hitachi)	Canal and Wetlands	1	30	6	
Excavator to clean ditch (CAT 320E L)	Canal and Wetlands	1	18	6	
Road Header (Alpine EBZ132) or mini-excavator	Tunnel Drive (each)	1[a]	28[a]	16	ON GENERATOR
Loader (CAT 966 or 950)	Tunnel/Ocean Outlet and Tunnel Portal/Canal and Wetlands	1	110	8	
Pile Driver	Shaft/Ocean Outlet and Tunnel Portal/Canal and Wetlands	1	18	8	
Drill Rig	Ocean Outlet and Tunnel Portal	1	2	6	
Compactor (CAT 563)	Canal and Wetlands	1	26	6	
Air Compressor	Tunnel	1	90	24	ON GENERATOR
Ventilation Fan (100 HP)	Tunnel	2	90	24	ON GENERATOR

Note: Equipment use hours split up evenly between project components, when applicable.

Off-road Equipment Inventory

Project Equipment Use Summary — Year 1

Equipment	total hours	Total workdays
Excavator with hammer (750 Hitachi)	180	30
Excavator to clean ditch (CAT 320E L)	900	150
Crane (150 ton)	560	40
Loader (CAT 966 or 950)	352	44
Air Compressor	0	40
Ventilation Fan (100 HP)	0	20
Excavator (CAT 320E L)	390	65
Drill Rig	40	10
Pile Driver	120	30
Compactor (CAT 563)	780	130
Generator	560	40
See tables below for details		

Project Equipment Use Summary — Year 2

Equipment	total hours	Total workdays
~~Compactor (CAT 563)~~		
Crane (150 ton)	3,052	218
Road Header (Alpine EBZ132) or mini-excavator	0	140
Loader (CAT 966 or 950)	2,086	261
Pile Driver	120	30
Drill Rig	40	10
Air Compressor	0	261
Ventilation Fan (100 HP)	0	261
Generator	5,529	261
See tables below for details		

Project Equipment Use Summary — Year 3

Equipment	total hours	Total workdays
Crane (150 ton)	910	65
Loader (CAT 966 or 950)	160	20
Air Compressor	0	65
Ventilation Fan (100 HP)	0	30
Generator	1,394	66
See tables below for details		

Vista Grande Canal

Equipment	No.	hours/day	days/location	total hours	Total days	Year*	
Excavator with hammer (750 Hitachi)	1	6	30	180	30	Year 1	Assuming occurs in first phases of construction activity, in Year 1
Excavator to clean ditch (CAT 320E L)	1	6	150	900	150	Year 1	Assuming occurs in first phases of construction activity, in Year 1
Compactor (CAT 563)	1	6.0	130	780	130	Year 1	Assuming occurs in first phases of construction activity, in Year 1
Pile Driver	1	4.0	30	120	30	Year 1	Assuming occurs in first phases of construction activity, in Year 1

Vista Grande Tunnel

Equipment	No.	hours/day	days/location	total hours	Total days	Year*	
Crane (150 ton)	1	14.0	40	560	40	Year 1	
Crane (150 ton)	1	14.0	218	3,052	218	Year 2	
Crane (150 ton)	1	14.0	65	910	65	Year 3	
Loader (CAT 966 or 950)	1	8.0	44	352	44	Year 1	Loader emissions assigned to Tunnel only, for simplicity
Loader (CAT 966 or 950)	1	8.0	261	2,086	261	Year 2	Loader emissions assigned to Tunnel only, for simplicity
Loader (CAT 966 or 950)	1	8.0	20	160	20	Year 3	Loader emissions assigned to Tunnel only, for simplicity
Pile Driver	1	4	30	120	30	Year 2	Assuming occurs in middle phases of construction activity, in Year 2
Drill Rig	1	4	10	40	10	Year 2	Assuming occurs in middle phases of construction activity, in Year 2
Generator (daytime)	1	14	40	560	40	Year 1	Shaft Excavation and support
Generator (daytime)	1	14	73	1,020	73	Year 2	Shaft Excavation and support
Generator (24h)	1	24	188	4,509	188	Year 2	Excavate and support tunnel, Install final lining and contact grout
Generator (24h)	1	24	46	1,114	46	Year 3	Install final lining and contact grout
Generator (daytime)	1	14	20	280	20	Year 3	Shaft backfill

Ocean Outlet

Equipment	No.	hours/day	days/location	total hours	Total days	Year*	
Excavator (CAT 320E L)	1	6	65	390	65	Year 1	Assuming occurs in first phases of construction activity, in Year 1
Drill Rig	1	4	10	40	10	Year 1	Assuming occurs in first phases of construction activity, in Year 1

All equipment designated to each project component, by year, based on project parameters provided by the applicant, unless otherwise noted.

Year 1

Emission Source	Off-road: Construction Emissions (pounds) ROG	CO	NOX	SOX	PM	CO2
Excavator with hammer (750 Hitachi)	3.52	23.99	38.43	0.05	1.89	4,927.96
Excavator to clean ditch (CAT 320E L)	17.62	119.96	192.14	0.24	9.45	24,639.78
Crane (150 ton)	15.11	60.65	171.08	0.12	7.76	12,146.20
Loader (CAT 966 or 950)	10.22	42.37	98.87	0.09	5.51	9,012.91
Excavator (CAT 320E L)	7.63	51.98	83.26	0.10	4.10	10,677.24
Drill Rig	0.92	9.55	13.30	0.02	0.39	2,377.52
Pile Driver	4.45	15.82	37.26	0.03	2.92	2843.70
Compactor (CAT 563)	12.41	99.06	148.78	0.18	6.91	18348.00
Generator	205.38	3783.33	724.24	0.00	32.43	339242.46
Sum (pounds):	**277**	**4,207**	**1,507**	**1**	**71**	**424,215.8**
Sum (metric tons):						**192.4**

Year 2

Emission Source	Off-road: Construction Emissions (pounds) ROG	CO	NOX	SOX	PM	CO2
Crane (150 ton)	74.12	330.63	840.74	0.63	37.48	66,210.05
Loader (CAT 966 or 950)	55.85	251.10	531.59	0.51	29.62	53,412.37
Pile Driver	4.30	15.82	36.05	0.03	2.82	2,843.79
Drill Rig	0.83	9.55	11.55	0.02	0.33	2,376.63
Generator	2,027.61	37,350.69	7,149.99	0.00	320.15	3,349,152.49
Sum (pounds):	**2,163**	**37,958**	**8,570**	**1**	**390**	**3,473,995**
Sum (metric tons):						**1,575.8**

Year 3

Emission Source	Off-road: Construction Emissions (pounds) ROG	CO	NOX	SOX	PM	CO2
Crane (150 ton)	22.10	98.58	250.68	0.19	11.18	19,741.53
Loader (CAT 966 or 950)	3.89	17.33	44.08	0.03	1.96	3,471.04
Generator	511.36	9,419.71	1,803.20	0.00	80.74	844,644.25
Sum (pounds):	**537**	**9,536**	**2,098**	**0**	**94**	**867,857**
Sum (metric tons):						**393.7**

Total Sum for all years (pounds)	2,977	51,700	12,175	2	556	4,766,068
Total Sum for all years (MT)						2,162
Average pounds/day	**4.88**	**84.75**	**19.96**	**0.00**	**0.91**	**7,813.23**

On-road Criteria Pollutant Emissions

Note: All trips are round trips

Construction Vehicle ROUND Trips PER DAY

Provided by the Project Applicant

Trip Type	Tunnel / Staging Area	Project Component: Ocean Outlet and Tunnel Portals	Canal and Wetlands
Concrete Truck*	30	2	5
Haul Truck**	17	3	40
Worker Vehicle	70	5	10
Maximum Total	**117**	**10**	**55**

*Concrete Truck Staging Area trips would occur for 30 days, according to the project applicant, and are assumed to occur in 2019. Concrete trucks for Ocean Outlet would occur over 80 days

**Haul truck staging area trips would occur for 165 days, according to the project applicant, and are assumed to occur in 2019.

All other trips are assumed to occur for the full length of the project component, for each year construction is expected to occur.

Construction Vehicle Round Trips **Year 1**

Calculated

Trip Type	Tunnel / Staging Area	Project Component: Ocean Outlet and Tunnel Portals	Canal and Wetlands	Totals
Concrete Truck	-		1,198	1,198
Haul Truck	-		9,586	9,586
Worker Vehicle	1,525		2,396	3,921
Totals	1,525	-	13,180	

Construction Vehicle Round Trips **Year 2**

Calculated

Trip Type	Tunnel / Staging Area	Project Component: Ocean Outlet and Tunnel Portals	Canal and Wetlands	Totals
Concrete Truck	900	160	436	1,496
Haul Truck	2,805	231	3,486	6,522
Worker Vehicle	15,700	386	871	16,957
Totals	19,405	777	4,793	

Construction Vehicle Round Trips **Year 3**

Calculated

Trip Type	Tunnel / Staging Area	Project Component: Ocean Outlet and Tunnel Portals	Canal and Wetlands	Totals
Concrete Truck	-	131		131
Haul Truck	-	-		-
Worker Vehicle	3,950	329		4,279
Totals	3,950	460	-	

Total Workdays per year: 261

Emission Factors

Vehicle Type	Units	Running Exhaust Emission Factors: ROG	NOx	PM10	PM2.5	CO	CO2
Light duty truck (LDT2 gas)*	g/mile	0.04	0.20	0.00	0.00	1.63	411.65
Light duty truck (LDT2 gas)	lb/mile	0.00	0.00	0.00	0.00	0.00	0.91
Light duty truck (LDT2 diesel)*	g/mile	0.04	0.59	0.03	0.03	0.23	293.27
Light duty truck (LDT2 diesel)	lb/mile	0.00	0.00	0.00	0.00	0.00	0.65
Heavy duty truck (T7 diesel)*	g/mile	0.25	4.80	0.10	0.09	1.21	1657.64
Heavy duty truck (T7 diesel)	lb/mile	0.00	0.01	0.00	0.00	0.00	3.65

* Emission factor obtained online from EMFAC 2011 for 2016, San Mateo County, average model years, and average speed.

Year 1 Total Worker and Material Delivery/Haul-off Trips Criteria Pollutant Emissions

Vehicle Type	Trips/year	miles/trip	ROG	NOx	PM10	PM2.5	CO
Light duty truck (gas)	1,961	24.8	4.5	21.8	0.2	0.2	174.4
Light duty truck (diesel)	1,961	24.8	4.5	63.0	3.5	3.2	24.8
Heavy duty truck - Haul	9,586	40.0	208.4	4053.6	82.3	75.7	1022.9
Heavy duty truck - Vendor	1,198	14.6	9.5	184.9	3.8	3.5	46.7
Total Annual Emissions (pounds/year)			**227**	**4,323**	**90**	**83**	**1,269**
Average 2018 Daily Emissions (lbs/day)			**0.87**	**16.58**	**0.34**	**0.32**	**4.87**

Year 2 Total Worker and Material Delivery/Haul-off Trips Criteria Pollutant Emissions

Vehicle Type	Trips/year	miles/trip	ROG	NOx	PM10	PM2.5	CO
Light duty truck (gas)	8,479	24.8	19.5	94.3	0.9	0.8	754.0
Light duty truck (diesel)	8,479	24.8	19.3	272.2	15.2	14.0	107.2
Heavy duty truck - Haul	6,522	40.0	141.8	2758.1	56.0	51.5	696.0
Heavy duty truck - Vendor	1,496	14.6	11.9	230.9	4.7	4.3	58.3
Total Annual Emissions (pounds/year)			**181**	**3,125**	**72**	**66**	**1,615**
Average 2019 Daily Emissions (lbs/day)			**0.69**	**11.98**	**0.28**	**0.25**	**6.20**

Year 3 Total Worker and Material Delivery/Haul-off Trips Criteria Pollutant Emissions

Vehicle Type	Trips/year	miles/trip	ROG	NOx	PM10	PM2.5	CO
Light duty truck (gas)	2,139	24.8	4.9	23.8	0.2	0.2	190.2
Light duty truck (diesel)	2,139	24.8	4.9	23.8	0.2	0.2	190.2
Heavy duty truck - Haul	0	40.0	0.0	0.0	0.0	0.0	0.0
Heavy duty truck - Vendor	131	14.6	0.2	20.3	0.4	0.4	5.1
Total Annual Emissions (pounds/year)			**10**	**48**	**0**	**0**	**386**
Average 2020 Daily Emissions (lbs/day)			**0.04**	**0.18**	**0.00**	**0.00**	**1.48**

Total Construction Period - Total Worker and Material Delivery/Haul-off Trips Criteria Pollutant Emissions

	ROG	NOx	PM10	PM2.5	CO
Average Daily Emissions (lbs/day)	**0.68**	**12.29**	**0.27**	**0.24**	**5.36**

All trips per day are round-trips. The light-duty truck trips represent employee commute trips. Trips lengths based on CalEEMod v2103.2.2 defaults for San Mateo County.

It is assumed that half of total trips would be associated with light-duty diesel vehicles and half would be associated with light-duty gasoline vehicles.

On-road GHG Emissions

CH4 and N2O Emission Factors

Vehicle Type	Running Exhaust Emission Factors (pounds/mile)	
	CH4***	N2O***
Light duty truck (gas)	0.0001	0.0001
Light duty truck (diesel)	0.0001	0.0001
Heavy duty truck	0.0000	0.0000
Total	0.0003	0.0002

** Emission factor obtained online from EMFAC 2011, for San Mateo County, average model years, and average speed.

*** California Climate Action Registry, General Reporting Protocol, Reporting Entity-Wide Greenhouse Gas Emissions, Version 3.1, January 2009. Tables C.3 and C.6.

Year 1 Worker and Material Delivery/Off-haul Trips GHG Emissions

Vehicle Type	Trips/year	miles/trip	CO2	CH4	N2O	CO2e
Light duty truck (gas)	1,961	24.8	20.02	0.00	0.00	20.60
Light duty truck (diesel)	1,961	24.8	14.26	0.00	0.00	14.85
Heavy duty truck - Haul	9,586	40	635.59	0.00	0.00	636.21
Heavy duty truck - Vendor	1,198	14.6	29.00	0.00	0.00	29.03
Total (metric tons)	**NA**	**NA**	**698.87**	**0.01**	**0.01**	**700.69**

Year 2 Worker and Material Delivery/Off-haul Trips GHG Emissions

Vehicle Type	Trips/year	miles/trip	CO2	CH4	N2O	CO2e
Light duty truck (gas)	8,479	24.8	86.6	0.0	0.0	89.1
Light duty truck (diesel)	8,479	24.8	61.7	0.0	0.0	64.2
Heavy duty truck - Haul	6,522	40	432.5	0.0	0.0	432.9
Heavy duty truck - Vendor	1,496	14.6	36.2	0.0	0.0	36.2
Total (metric tons)	**NA**	**NA**	**616.88**	**0.03**	**0.02**	**622.41**

Year 3 Worker and Material Delivery/Off-haul Trips GHG Emissions

Vehicle Type	Trips/year	miles/trip	CO2	CH4	N2O	CO2e
Light duty truck (gas)	2,139	24.8	21.8	0.0	0.0	22.5
Light duty truck (diesel)	2,139	24.8	15.6	0.0	0.0	16.2
Heavy duty truck - Haul	0	40	0.0	0.0	0.0	0.0
Heavy duty truck - Vendor	131	14.6	3.2	0.0	0.0	3.2
Total (metric tons)	**NA**	**NA**	**40.58**	**0.01**	**0.00**	**41.86**

Total Construction Period - Total Worker and Material Delivery/Haul-off Trips Criteria Pollutant Emissions

	CO2	CH4	N2O	CO2e
Total (metric tons)	**1,356.33**	**0.04**	**0.03**	**1,364.97**
Average Daily Emissions (lbs/day)	**4,902**	**0.00**	**0.00**	**4,902**

All trips per day are round-trips. The light-duty truck trips represent employee commute trips. Trips lengths based on CalEEMod v2103.2.2 vehicles.

Notes: 0.907194 metric tons = 1 ton; 2000 pounds = 1 ton; 2204.6 pounds = 1 metric ton.
Global Warming Potential for CH4 = 23; GWP for N2O = 296.

Gasoline emission factors for GHG

0.0563 g CH4/mile (CCAR, 2009)
0.03639 g NO2/mile (CCAR, 2009)

Diesel emission factors for GHG (CCAR, 2009)

0.0048 g CH4/mile (CCAR, 2009)
0.0051 g NO2/mile (CCAR, 2009)

Reference:

California Climate Action Registry, General Reporting Protocol, Reporting Entity-Wide Greenhouse Gas Emissions, Version 3.1, January 2009. Tables C.3 and C.6.

Off-road Output

Emission factors below are provided by the SMAQMD Road Construction Emissions Model Version 7.1.5.1, which is based off of OffRoad 2011 Model factors.

Year 1

			ROG	CO	NOX	SOX	PM	CO2	Load Factors	ROG	CO	NOX	SOX	PM	CO2	
Equipment Type	**Horsepower**	**Max HP**	**g/hp/hr**							**g/hr**						gal/hr
Crane	226.2	250	0.188	0.754	2.126	0.001	0.096	150.967	0.288	**12.2**	**49.1**	**138.6**	**0.1**	**6.3**	**9,838**	
Excavator	162.7	175	0.143	0.973	1.559	0.002	0.077	199.859	0.382	**8.9**	**60.5**	**96.8**	**0.1**	**4.8**	**12,418**	
Rubber Tired Loader	170	175	0.214	0.888	2.072	0.002	0.116	188.830	0.362	**13.2**	**54.6**	**127.4**	**0.1**	**7.1**	**11,614**	
Trencher (proxy for Pile Driver)	80.8	120	0.414	1.473	3.468	0.003	0.272	264.741	0.503	**16.8**	**59.8**	**140.8**	**0.1**	**11.0**	**10,749**	
Bore/Drill Rigs	205.8	250	0.101	1.047	1.458	0.002	0.043	260.705	0.503	**10.5**	**108.3**	**150.8**	**0.3**	**4.4**	**26,961**	
Roller (Compactor)	145	175	0.133	1.059	1.590	0.002	0.074	196.123	0.375	**7.2**	**57.6**	**86.5**	**0.1**	**4.0**	**10,670**	
Air Compressor	105.7	120	0.367	1.837	2.353	0.003	0.197	272.784	0.480	**18.6**	**93.2**	**119.4**	**0.2**	**10.0**	**13,840**	
Ventilation Fan	100	120	0.464	2.617	3.388	0.005	0.248	420.542	0.740	**34.3**	**193.7**	**250.7**	**0.4**	**18.4**	**31,120**	
Generator	1089	1089	0.255	4.690	0.898	0.000	0.040	420.542	0.600	**166.4**	**3064.4**	**586.6**	**0.0**	**26.3**	**274,782**	

Year 2

			ROG	CO	NOX	SOX	PM	CO2	Load Factors	ROG	CO	NOX	SOX	PM	CO2
Equipment Type	**Horsepower**	**Max HP**	**g/hp/hr**							**g/hr**					
Crane	226.2	250	0.169	0.754	1.917	0.001	0.085	150.998	0.288	**11.0**	**49.1**	**125.0**	**0.1**	**5.6**	**9,840**
Excavator	162.7	175	0.133	0.973	1.413	0.002	0.070	199.819	0.382	**8.3**	**60.4**	**87.8**	**0.1**	**4.3**	**12,416**
Rubber Tired Loader	170	175	0.197	0.888	1.880	0.002	0.105	188.858	0.362	**12.1**	**54.6**	**115.6**	**0.1**	**6.4**	**11,616**
Trencher (proxy for Pile Driver)	80.8	120	0.401	1.473	3.356	0.003	0.263	264.749	0.503	**16.3**	**59.8**	**136.3**	**0.1**	**10.7**	**10,749**
Bore/Drill Rigs	205.8	250	0.091	1.047	1.267	0.002	0.036	260.607	0.503	**9.4**	**108.3**	**131.0**	**0.3**	**3.8**	**26,951**
Roller (Compactor)	145	175	0.123	1.059	1.453	0.002	0.068	196.072	0.375	**6.7**	**57.6**	**79.1**	**0.1**	**3.7**	**10,667**
Air Compressor	105.7	120	0.340	1.831	2.215	0.003	0.179	272.784	0.480	**17.3**	**92.9**	**112.4**	**0.2**	**9.1**	**13,840**
Ventilation Fan	100	120	0.426	2.606	3.196	0.005	0.227	420.542	0.740	**31.5**	**192.8**	**236.5**	**0.4**	**16.8**	**31,120**
Generator	1089	1089	0.255	4.690	0.898	0.000	0.040	420.542	0.600	**166.4**	**3064.4**	**586.6**	**0.0**	**26.3**	**274,782**

Year 3

			ROG	CO	NOX	SOX	PM	CO2	Load Factors	ROG	CO	NOX	SOX	PM	CO2
Equipment Type	**Horsepower**	**Max HP**	**g/hp/hr**							**g/hr**					
Crane	226.2	250	0.146	0.754	1.663	0.001	0.072	150.973	0.288	**9.5**	**49.1**	**108.4**	**0.1**	**4.7**	**9,839**
Excavator	162.7	175	0.109	0.973	1.117	0.002	0.054	199.828	0.382	**6.8**	**60.4**	**69.4**	**0.1**	**3.4**	**12,416**
Rubber Tired Loader	170	175	0.170	0.888	1.580	0.002	0.088	188.862	0.362	**10.4**	**54.6**	**97.2**	**0.1**	**5.4**	**11,616**
Trencher (proxy for Pile Driver)	80.8	120	0.346	1.472	2.972	0.003	0.226	264.562	0.503	**14.1**	**59.8**	**120.7**	**0.1**	**9.2**	**10,742**
Bore/Drill Rigs	205.8	250	0.081	1.043	1.082	0.002	0.031	259.656	0.503	**8.4**	**107.9**	**111.9**	**0.3**	**3.2**	**26,852**
Roller (Compactor)	145	175	0.104	1.059	1.194	0.002	0.055	196.125	0.375	**5.7**	**57.6**	**64.9**	**0.1**	**3.0**	**10,670**
Air Compressor	105.7	120	0.312	1.825	2.073	0.003	0.160	272.784	0.480	**15.9**	**92.6**	**105.2**	**0.2**	**8.1**	**13,840**
Ventilation Fan	100	120	0.387	2.595	2.999	0.005	0.204	420.542	0.740	**28.6**	**192.0**	**222.0**	**0.4**	**15.1**	**31,120**
Generator	1089	1089	0.255	4.690	0.898	0.000	0.040	420.542	0.600	**166.4**	**3064.4**	**586.6**	**0.0**	**26.3**	**274,782**

Generator Emission Factors (Tier 4)

ROG	CO	NOX	SOX	PM	CO2
g/kW-hr					
0.190	3.500	0.670		0.030	

ROG	CO	NOX	SOX	PM	CO2
g/hp-hr					
0.255	4.690	0.898	0.000	0.040	Use Default

Road Dust Calculations

Source: AP-42 Handbook, Chapter 13.2.1, page 5

Equation:

E equals $[k (sL)^{0.91} \times (W)^{1.02}]*(1-P/4N)$

where:

k	=	particle size multiplier for particle size range and units of interest. k = particle size multiplier. The AP-42 value for PM10 is 1.00 g/mile and that for PM2.5 is 0.25 g/mile.
sL	=	road surface silt loading (grams per square meter)
W	=	average weight (tons) of *all the vehicles* traveling the road (2.4 tons)
P	=	number of "wet" days with at least 0.254 mm (0.01 in) of precipitation during the averaging period, and
N	=	number of days in the averaging period (e.g., 365 for annual, 91 for seasonal, 30 for monthly)

For the Existing Scenario (San Francisco Bay Area):

For PM_{10}			**For $PM_{2.5}$**		
k	=	1	k	=	0.25
sL	=	0.1	sL	=	0.1
W	=	2.4	W	=	2.4
P	=	64	P	=	64
N	=	365	N	=	365
Therefore:			Therefore:		
E	=	**0.287308**	E	=	**0.071827**

2016 Road Dust

Miles Travelled = 498173.9

PM10 Emissions =	143129.5 gm/yr	=	0.157773 ton/yr
PM2.5 Emissions =	35782.36 gm/yr	=	0.039443 ton/yr

Fugitive Dust Calculations

1.Truck Loading

Processes such as truck dumping on the pile or loading out from the pile to a truck with a front-end loader also cause fugitive dust emissions.
Calculated emissions use the methodology described in Section 13.2, Introduction to Fugitive Dust Sources, of USEPA AP-42.
The emission factor that is based on the material moisture content and mean wind speed is calculated using the following formula:

A. Emission factors

EF = k x (0.0032) x ((u/5)^1.3/(M/2)^1.4)

Where:
EF = Emission factor (lb/ton)
k = particle size multiplier (AP-42)
U = mean wind speed (mph)
M = material moisture content (%)

k =	0.35	pm10
	0.053	pm2.5
U =	10.3	mph (SFO)
M =	12	% (cover)

EF_{pm10} = 2.33E-04 lb/ton
$EF_{pm2.5}$ = 3.53E-05 lb/ton

B. Emissions

Emissions = EF x throughput (tons)

i. Year 1

Truck trips = 9,586 daily round trips (loads)

Assume 18 cy/truck = 172542.9 cy/year

Annual thoughput = 172542.9 cy/year

Loam density = 1.264 tons/cy (CalEEmod)

Annual throughput = 218094.2 tons

PM10 emissions =	50.87	lb/yr	=	0.025436 ton/yr
PM2.5 emission =	7.70	lb/yr	=	0.003852 ton/yr

ii. Year 2

Truck trips = 6,522 daily round trips (loads)

Assume 18 cy/truck = 117398.6 cy/year

Annual thoughput = 117398.6 cy/year

Loam density = 1.264 tons/cy (CalEEmod)

Annual throughput = 148391.8 tons

PM10 emissions =	34.61	lb/yr	=	0.017307 ton/yr
PM2.5 emission =	5.24	lb/yr	=	0.002621 ton/yr

iii. Year 3

Truck trips = 0 daily round trips (loads)

Assume 18 cy/truck = 0 cy/year

Annual thoughput = 0 cy/year

Loam density = 1.264 tons/cy (CalEEmod)

Annual throughput = 0 tons

PM10 emissions =	0.00	lb/yr	=	0 ton/yr
PM2.5 emission =	0.00	lb/yr	=	0 ton/yr

VISTA GRANDE DRAINAGE BASIN IMPROVEMENT PROJECT EIR/EIS

Environmental Impact Report/
Environmental Impact Statement Addendum
State clearinghouse NO. 2013032001

Prepared for
City of Daly City
National Park Service

June 2025

ESA

VISTA GRANDE DRAINAGE BASIN IMPROVEMENT PROJECT EIR/EIS

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Prepared for
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National Park Service

June 2025

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Acronyms and Other Abbreviations

BAAQMD	Bay Area Air Quality Management District
Bay Area	San Francisco Bay Area
BMP	best management practice
Canal	Vista Grande Canal
CEQA	California Environmental Quality Act
CO_2e	carbon dioxide equivalent
Coastal Commission	California Coastal Commission
dBA	A-weighted decibels
DPM	diesel particulate matter
District	North San Mateo County Sanitation District
EIR	environmental impact report
EIS	environmental impact statement
ESHA	environmentally sensitive habitat area
GHG	greenhouse gas
hp	horsepower
lb/day	pounds per day
L_{dn}	day-night average sound level
Modified Project	minor revisions and additions to the Vista Grande Drainage Basin Improvement Project that have occurred since Project approval
NOx	oxides of nitrogen
NPS	National Park Service
PG&E	Pacific Gas and Electric Company
$PM_{2.5}$	particulate matter 2.5 micrometers or less in diameter
PM_{10}	particulate matter 10 micrometers or less in diameter
Project	Vista Grande Drainage Basin Improvement Project
ROG	reactive organic gases
SFDPW	San Francisco Department of Public Works
SFPUC	San Francisco Public Utilities Commission
TAC	toxic air contaminant
Tunnel	Vista Grande Tunnel
WSE	water surface elevation

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SECTION 1
Background and Purpose of the Addendum

1.1 Background

This environmental impact report/environmental impact statement (EIR/EIS) addendum has been prepared to address minor revisions and additions to the Vista Grande Drainage Basin Improvement Project (Project). The North San Mateo County Sanitation District (District)—a subsidiary of the City of Daly City, the lead agency responsible for administering the environmental review of the Project under the California Environmental Quality Act (CEQA)—and the National Park Service (NPS), the lead agency under the National Environmental Policy Act, completed an EIR/EIS (State Clearinghouse No. 2013032001) for the Project. The EIR/EIS addresses storm-related flooding that currently occurs in the Vista Grande Drainage Basin and proposes to provide other environmental benefits, including the restoration and management of water levels in Lake Merced.

This addendum describes minor revisions and additions (Modified Project) that have occurred since Project approval, reviews CEQA requirements for preparing an addendum, and substantiates the finding that the Modified Project would not result in new or more severe environmental impacts than previously disclosed in the EIR/EIS.

1.2 Summary of Past Analysis

1.2.1 Draft EIR/EIS

The Draft EIR/EIS, published on April 28, 2016, described the Project, identified the environmental consequences associated with the Project's implementation, and specified mitigation measures to reduce significant and potentially significant impacts. The NPS Notice of Availability for the Draft EIR/EIS was published in the *Federal Register* on April 29, 2016.

1.2.2 Final EIR/EIS

The Final EIR/EIS, published on September 8, 2017, consisted of the Draft EIR/EIS and the response to comments document. The Final EIR/EIS was also published in the *Federal Register* on September 15, 2017.

1.2.3 Notice of Determination/Record of Decision

The City of Daly City certified the EIR/EIS, adopted CEQA findings, and implemented a mitigation monitoring and reporting program on December 11, 2017. Daly City filed the Notice of

Determination with San Mateo County on December 13, 2017. A Record of Determination was adopted by the NPS on July 27, 2018.

All the documents described above are herein incorporated by reference.

1.3 Purpose of the Addendum

The CEQA Guidelines (Sections 15162 and 15164) allow a lead agency to prepare an addendum to a previously certified EIR if some changes or additions to the environmental evaluation of a project are necessary, and the following conditions are met:

1. There are no substantial changes in the project which require major revisions to the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.
2. There are no substantial changes with respect to the circumstances under which the project is undertaken which require major revisions to the previous EIR due to involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.
3. No new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete, which shows any of the following:
    a. The project will have one or more significant effects not discussed in the previous EIR.
    b. Significant effects previously examined will be substantially more severe than disclosed in the previous EIR.
    c. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative.
    d. Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

The District proposes to make the following modifications to the Project:

- Changing the Vista Grande Canal (Canal) staging areas and components.
- Installing a water recirculation pump.
- Adding habitat restoration sites around Lake Merced.
- Using the Pacific Rod and Gun Club as a work area.
- Revising the Fort Funston work area.
- Updating the power source to be used during construction activities.
- Using ventilation fans during work in the Vista Grande Tunnel (Tunnel).
- Removing the wing walls from the final design of the Ocean Outlet at Funston Beach.

See Section 2.1, *Prior Project Description*, for a full description of the Project.

1.4 Determination and Addendum Conclusion

This addendum concludes that the Modified Project would not result in any new significant impacts not previously disclosed in the EIR/EIS, and it would not result in a substantial increase in the magnitude of any significant environmental impact previously identified. Additionally, there is new information that shows that the mitigation measures previously found not to be feasible would in fact be feasible, or that mitigation measures or alternatives considerably different from those analyzed in the previous EIR/EIS would substantially reduce one or more significant effects on the environment. The Modified Project would also be subject to the mitigation measures already adopted as part of the mitigation monitoring and reporting program. Therefore, an addendum to the EIR/EIS is sufficient to meet the requirements of CEQA Section 15164. The addendum to the EIR/EIS serves as documentation that the Modified Project described in Section 1.3, *Purpose of the Addendum*, does not trigger any of the conditions outlined in CEQA Guidelines Section 15162 that would require a subsequent EIR/EIS. Therefore, a subsequent EIR/EIS is not required.

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SECTION 2
Project Description

2.1 Prior Project Description

The following discussion provides a description of the Project construction and operation elements that would be affected by the proposed modifications. Therefore, construction and operation elements that would change under the Modified Project are not discussed further.

2.1.1 Project Location

As described in Section 2.2, *Project Location*, of the EIR/EIS, the Vista Grande Basin (the watershed that drains into the Canal) is located in Daly City and in unincorporated Broadmoor Village in northwestern San Mateo County. This watershed covers approximately 2.5 square miles and is bordered by San Francisco to the north, the Colma Creek watershed to the south and east, and Thornton State Beach and the Pacific Ocean to the west. The Canal and Tunnel are located primarily within the city and county of San Francisco. The Canal alignment runs adjacent to John Muir Drive and the southwestern shoreline of Lake Merced, with a small portion of the beginning of the Canal situated within unincorporated San Mateo County. The Tunnel extends beneath private lands, Skyline Boulevard, and Fort Funston—a former U.S. Army installation now managed by NPS as part of the Golden Gate National Recreation Area. The Tunnel outlet is located at the Pacific Ocean on Fort Funston Beach.

2.1.2 Project Components

As described in Section 2.4, *Proposed Project Components*, of the EIR/EIS, the Project would improve stormwater drainage and minimize flooding risk, provide a water source for Lake Merced management, improve recreational access to and reduce litter deposition at the beach below Fort Funston, and maximize the use of existing infrastructure and rights-of-way. The Project would consist of the following:

- Partially replacing the existing Canal to incorporate a gross solid screening device, a constructed treatment wetland, and diversion and discharge structures. These modifications would route some stormwater (and authorized non-stormwater) flows from the Canal to Lake Merced and allow lake water to be used for summer treatment wetland maintenance. The operation would be implemented in accordance with the initial Vista Grande Operational Plan, which is part of the proposed Lake Management Plan.
- Modifying the existing effluent gravity pipeline to enable year-round conveyance of treated effluent from the nearby District wastewater treatment plant to the existing outlet and diffuser by gravity, while abandoning the force main pipeline.

- Modifying the existing lake overflow structure to include an adjustable weir and siphon that allows water from the lake to flow into the Canal and Tunnel.
- Replacing the existing Tunnel to expand its hydraulic capacity and extend its operating lifetime and replacing the Lake Merced Portal to the Tunnel.
- Replacing the existing Ocean Outlet structure and a portion of the existing 33-inch submarine outfall pipeline that crosses the beach at Fort Funston.
- Implementing a prioritized suite of best management practices (BMPs) within the Vista Grande Basin storm drain system upstream of the Canal or within the Lake Merced watershed.

Operational components of the Project, described further below, would include managing the water surface elevation (WSE) in Lake Merced and implementing a Lake Management Plan (see Appendix A of the EIR/EIS).

Additionally, the Project includes NPS execution of a Special Use Permit for construction activities within Golden Gate National Recreation Area lands and the expansion of the rights-of-way to accommodate the replacement of the Ocean Outlet structure.

2.1.3 Project Construction

As discussed in Section 2.5, *Project Construction*, of the EIR/EIS, the construction phase would require approximately 1,300 kilowatts of electricity, primarily for Tunnel construction activities. For a conventional tunneling operation, the estimated minimum required power connection is about 3,000 kilovolt-amperes. Temporary construction power would be provided in the staging area at Fort Funston via a temporary Pacific Gas and Electric Company (PG&E) service connection. An emergency power supply (generator) with a capacity of 1,000 kilovolt-amperes would be located on-site during construction.

Staging and work areas would be established for each segment of the Project site to store contractors' construction equipment and materials (e.g., vehicles, fuels, lubricants). The staging and work areas may also be used to stockpile excavated soil for eventual reuse during construction. Areas of temporary disturbance would be restored to pre-Project conditions or similar. Staging and work areas described in the EIR/EIS include the following:

- **Box culvert, diversion structure, and Lake Merced Portal:** Staging areas would be adjacent to work areas. Construction and staging areas adjacent to John Muir Drive would be enclosed by chain-link fencing erected along John Muir Drive. These areas have no existing public access.
- **Diversion to Impound Lake—John Muir Drive Crossing:** An internally braced sheet pile excavation would cross John Muir Drive. Chain-link fencing would be placed around the excavation. Traffic and pedestrian access would be temporarily rerouted around the excavation.
- **Shaft staging and shotcrete installation:** The Fort Funston staging area and the area used for shotcrete installation would likely have chain-link fencing around the perimeter. These are the only areas that would be excluded from public use during construction activities.

- **Ocean Outlet:** A U-shaped sheet pile cofferdam around the Ocean Outlet structure would form the barrier to exclude the public, including dogs, from the construction area and to isolate the work area from tidal waters. The cofferdam would extend slightly beyond the seaward extent of the existing outlet structure.

As discussed in Section 2.5.5, *Tree and Vegetation Removal*, of the EIR/EIS, trees would be removed in several areas: adjacent to the Canal to accommodate the Canal improvements, at the wetland treatment cell installation sites, along the portion of the diversion structure on the south side of John Muir Drive, and in Lake Merced Portal's vicinity. No trees would be removed from NPS-managed lands at Fort Funston. Permitting authority and regulations regarding tree and vegetation removal would vary throughout the site depending on the jurisdiction of the area affected.

2.2 Proposed Modifications to the Project

The Modified Project would include the following updates:

- Changing the Canal staging areas and components.
- Installing a water recirculation pump.
- Adding habitat restoration sites around Lake Merced.
- Using the Pacific Rod and Gun Club as a work area.
- Revising the Fort Funston work area.
- Updating the power source for construction activities.
- Using ventilation fans during work in the Tunnel. and
- Removing wing walls from the final design of the Ocean Outlet at Funston Beach.

The proposed Modified Project is described in further detail below.

2.2.1 Vista Grande Canal

As discussed in Section 2.4.1, *Vista Grande Canal Improvements and Diversion of Stormwater to Lake Merced*, and Section 2.5.1, *Canal Improvements and Diversion to Lake Merced*, of the EIR/EIS, the Project includes replacing the upstream portion of the Canal with a collection box, box culvert, debris screening device, and diversion structure that would enable the diversion of Canal flows into Lake Merced. A constructed treatment wetland would be developed in an area between John Muir Drive and the southern edge of the Canal to handle low flows (dry and wet) year-round. From the diversion structure, a box culvert would be constructed under John Muir Drive and a screened outlet structure would be constructed at the edge of Impound Lake. Improvements to the Canal components would be constructed from staging areas adjacent to the work areas.

Construction of the Canal improvements, diversion structure/pipeline, and treatment wetland would require site clearing and removal of vegetation in the area bounded by Lake Merced Boulevard, John Muir Drive, and the southern edge of the Canal. In Table 2-1, *Summary of*

Construction Requirements for Project Components, of the EIR/EIS, the staging area for the Canal portion is approximately 10 acres, with a final footprint of 4 acres. After completion of construction, staging areas, access routes, and other areas temporarily disturbed during construction would be revegetated with a mix of native, low-growing shrub species common to local riparian corridors and coastal scrub habitats.

Under the Modified Project, sites along the Canal that were part of the overall Project footprint but were not likely to be disturbed would be used as a staging area for work on the Canal. The Modified Project would add staging areas adjacent to the Canal between the rehabilitated Lake Merced Portal and Wetland Cell B, with a footprint of 1.24 acres (see **Figure 2-1**). Additionally, a permanent access ramp would be installed to access the areas adjacent to the Canal from the rehabilitated Lake Merced Portal, which would provide access for maintenance and service activities.

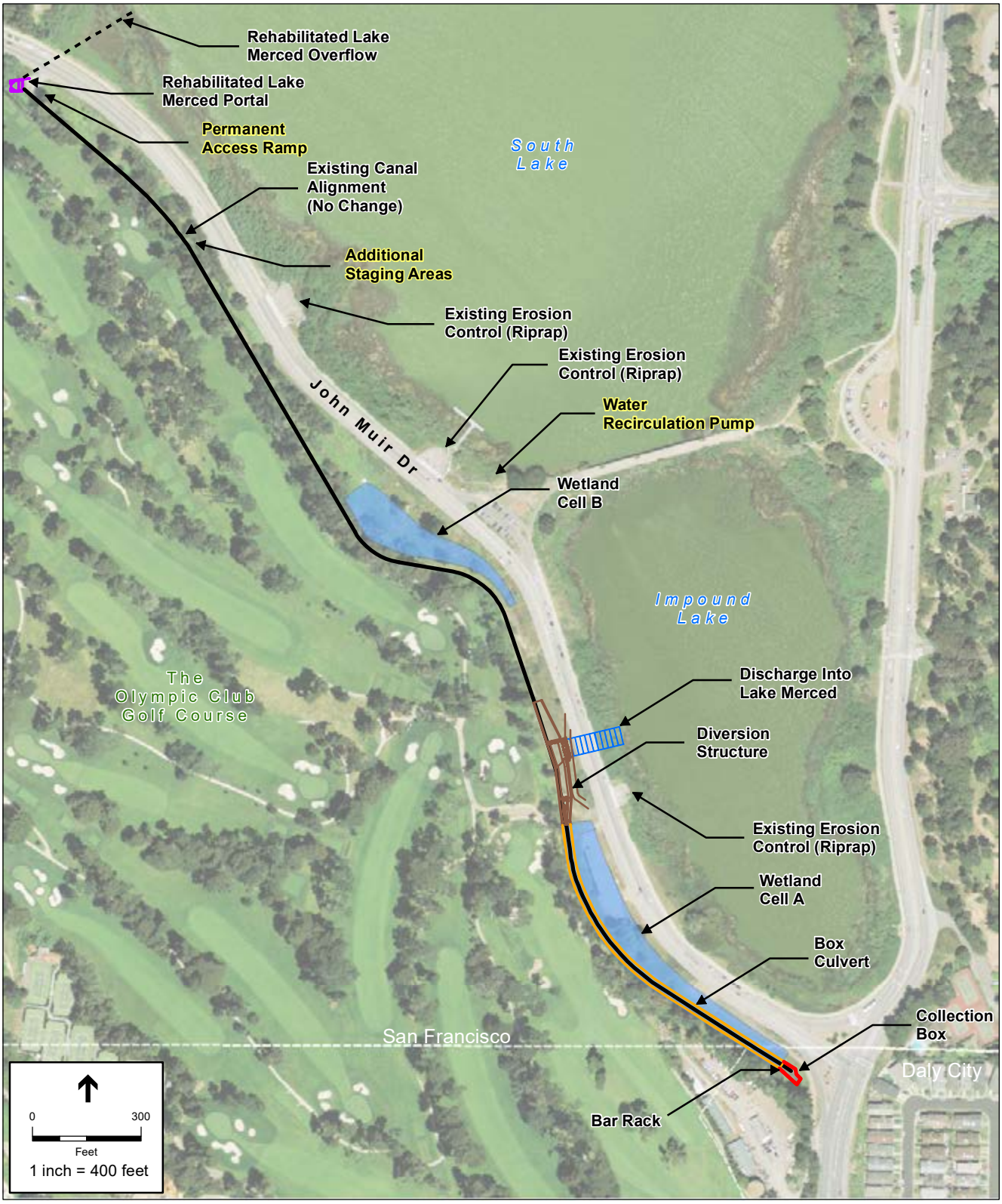
The additional staging areas may require the installation of temporary chain-link fencing around the perimeter to serve as a buffer and screen from public views; however, the proposed staging areas do not provide public access. The proposed staging areas would be restored to pre-Project conditions after completion of construction activities.

2.2.2 Water Recirculation Pump

As discussed above the treatment wetland would be developed along John Muir Drive to treat year-round low flows from the watershed to reduce sediment, suspended solids, metals, and nutrients. Low-volume stormwater flows, authorized non-storm flows, and recirculated lake water would be treated before release to Lake Merced. The wetland consists of two cells: Wetland Cell A, approximately 1.7 acres in size, and Wetland Cell B, 0.9 acre in size, for a total area of 2.6 acres.

To maximize lake water treatment during summer months, a flexible pipeline approximately 18 inches in diameter would be installed underground between South Lake and Impound Lake, as discussed in EIR/EIS Section 2.4.1.3, *Constructed Treatment Wetland*. During periods of high algae growth in South Lake, a skimmer—a floating structure with some wind protection that draws water from the upper few inches of the lake surface—would be used to uptake water with high algae concentrations and route it through the treatment wetland via a flexible pipeline. Although the skimmer and pipeline were discussed in the EIR/EIS, the project description did not identify the need for a water recirculation pump that would draw water from South Lake into the treatment wetlands. The Modified Project includes this pump, which would be installed underground, several feet from the bank of South Lake to pump water through the pipeline from South Lake into the diversion structure, then into the treatment wetland. The location of the proposed water recirculation pump is shown in **Figure 2-2**.

The Modified Project (i.e., pump at South Lake) would include construction activities similar to those described in the EIR/EIS and would be visible from public roadways. Additionally, the South Lake pump's construction would involve ground-disturbing activities similar to that described in the EIR/EIS and within the specified geotechnical conditions.



SOURCE: McMillen Jacobs Associates, 2013

Vista Grande Drainage Basin Improvement Project 200700036.01

Figure 2-1

Modified Project Components (Canal)

SOURCE: ESA, 2025.

Vista Grande Drainage Basin Improvement Project 200700036.01

Figure 2-2
Habitat Restoration Sites

ESA

2.2.3 Habitat Restoration Sites

As discussed in Section 3.4.5, *Impact Analysis (Biological Resources)*, of the EIR/EIS, the direct loss of jurisdictional wetlands and waters would have a potentially significant impact. The EIR/EIS included **Mitigation Measure 3.4-8b**, which requires restoration of temporary disturbance areas to pre-Project conditions, as required by regulatory permits. It would also offset unavoidable permanent impacts on jurisdictional wetlands, waters, and riparian habitat from Project components through compensatory mitigation, helping to ensure no net loss of regulated aquatic resources, as required by regulatory permits.

The EIR/EIS determined that Project operation would not adversely affect wetland habitats and other waters of the United States associated with Lake Merced, as modeling results predicted a net expansion of shoreline wetlands (see EIR/EIS subsection *Impacts of Lake Level Changes on Biological Resources at Lake Merced and Mitigation Measures* in Section 3.4.5).

The EIR/EIS included **Mitigation Measure 3.4-10a** and **Mitigation Measure 3.4-10b**, which would reduce potential impacts on wax myrtle scrub and Vancouver rye grassland resulting from Project implementation to less-than-significant levels. This would be achieved through managing water levels to avoid Project-related losses of sensitive communities or through compensatory mitigation if these losses cannot be avoided. **Mitigation Measure 3.4.10a** required that the overflow weir at South Lake be set no greater than 9 feet city datum to avoid significant impacts on the sensitive natural (upland) communities of wax myrtle scrub, Vancouver rye grassland, and eucalyptus forest, which would otherwise be lost in significant quantities from inundation under the Project. **Mitigation Measure 3.4.10b** required monitoring and compensation through habitat restoration for loss of these communities if the lake WSE would exceed 9 feet city datum for more than 14 days. The Modified Project would identify a WSE that would comply with **Mitigation Measure 3.4.10a** and would incorporate **Mitigation Measure 3.4.10b** if a future scenario required exceedance of 9 feet WSE for more than 14 days.

The EIR/EIS assumed that compensatory mitigation for impacts on regulated aquatic resources would occur at a minimum 1:1 ratio for affected arroyo willow riparian and freshwater marsh (wetland) habitat. It also assumed that this and any additional compensatory mitigation requirements from regulatory agencies issuing permits and authorizations for the Project would be fulfilled through the predicted passive expansion of open water habitat and freshwater marsh from Project operations raising the WSE, making the Project "self-mitigating." The regulatory agencies that issued permits and authorizations for the Project in 2022 and 2023 (the U.S. Army Corps of Engineers, San Francisco Bay Regional Water Quality Control Board, and California Department of Fish and Wildlife) accepted the prediction that the passive expansion of open water habitat and freshwater marsh from the Project's operations raising the WSE would adequately offset the Project's permanent impacts on aquatic habitats, thus making it "self-mitigating." The agencies required post-Project monitoring and reporting to verify success.

The California Coastal Commission (Coastal Commission) has regulatory authority over coastal wetlands and environmentally sensitive habitat areas (ESHAs) in the coastal zone. Much of the shoreline vegetation at Lake Merced was identified as an ESHA during the Project's review by the Coastal Commission for its Coastal Development Permit. As a condition of approval in the

Project's Coastal Development Permit, the Coastal Commission indicated that the Project must compensate for the loss of ESHA and coastal wetlands due to the operational increase of Lake Merced's WSE. The Coastal Commission concluded that these specific types of habitat losses were not offset by the predicted passive expansion of aquatic habitats from Project operations raising the WSE. To address the Coastal Development Permit condition of approval, 10 acres of on-site habitat restoration have been added to the Project. The mitigation sites' locations and areas are listed in **Table 2-1** and depicted in Figure 2-2.

TABLE 2-1
RESTORATION SITE LOCATIONS AND AREAS (ACRES)

Site ID	Area (acres)	Location
1	0.68	North Lake
2	1.00	
3	0.70	
4	0.43	
5	0.29	
6	0.11	
7	0.60	
8	0.07	South Lake–west shore
9	1.88	
10	0.40	
11	2.54	
12	0.48	South Lake–east shore
13	0.28	
14	0.57	East Lake
Tota l*	**10.0**	

NOTE:
* Total is approximate due to rounding.
SOURCE: Data compiled by Environmental Science Associates in 2025

Restoration would include the removal of existing non-native and invasive plant species (including trees), followed by seeding, planting, and installing temporary irrigation. Under the Modified Project, approximately 804 trees around Lake Merced would be removed for the installation of the habitat restoration sites; however, the final number would depend on the final design and acreage of the chosen sites. The trees would consist primarily of blue gum eucalyptus (*Eucalyptus globulus*) and other non-native species, including myoporum (*Myoporum laetum*), Monterey cypress (*Hesperocyparis macrocarpa*), and blackwood acacia (*Acacia melanoxylon*), with several other native and non-native species in less abundance.

The habitat restoration sites would be planted primarily with native arroyo willow (*Salix lasiolepis*) trees to expand willow riparian habitat along the Lake Merced shoreline. Freshwater marsh (wetland) plants, including swamp knotweed (*Persicaria amphibia*) and California bulrush (*Schoenoplectus californicus*), would be planted at the lower elevations of the mitigation sites near the future operational WSE. Native species associated with coastal scrub habitat, such as

Pacific wax myrtle (*Morella californica*), flowering current (*Ribes sanguineum* var. *glutinosum*), California sagebrush (*Artemisia californica*), California blackberry (*Rubus ursinus*), sticky monkeyflower (*Diplacus aurantiacus*), and toyon (*Heteromeles arbutifolia*), would be planted at elevations above the arroyo willow at some sites to create upland fringe habitat. After planting, the willow riparian and coastal scrub habitats would be seeded with a native seed mix of herbaceous understory species.

Restoration plantings would require temporary irrigation during the establishment period of approximately 3 years, sourced from water lines operated by the City and County of San Francisco. The proposed plantings would use approximately 2.5 acre-feet of water per year after initial planting until vegetation is established. Additionally, seeded areas may use up to 3.5 acre-feet of water combined in the months immediately after seeding. The habitat restoration sites may also require the installation of temporary chain-link fencing or other material around the perimeter to serve as a buffer, screen the site from public views, and to discourage herbivory.

2.2.4 Pacific Rod and Gun Club Work Area

As discussed in Section 2.1, *Prior Project Description*, staging and work areas would be established for each segment of the Project site to store contractors' construction equipment and materials (e.g., vehicles, fuels, lubricants). The staging and work areas might also be used to stockpile excavated soil for eventual reuse during construction. Areas of temporary disturbance would be restored to pre-Project conditions or similar.

Since the certification of the EIR/EIS, Daly City and the San Francisco Public Utilities Commission (SFPUC) have discussed temporary use of the portions of the site previously known as the Pacific Rod and Gun Club. The Pacific Rod and Gun Club was closed in 2015, as part of SFPUC's Pacific Rod and Gun Club Upland Soil Remedial Action Project, during which lead and debris-contaminated soils associated with the Pacific Rod and Gun Club's operation were excavated and backfilled with clean material. The site is currently planned for redevelopment as part of an SFPUC and San Francisco Recreation and Parks Department project known as the Lake Merced West Project, which would redevelop the site into a public park and boat launch (SFPUC 2024).

Under the Modified Project, the Pacific Rod and Gun Club would be used as an additional work area (see **Figure 2-3**), located at the southeastern corner of the property along John Muir Drive. The work area would be approximately 1.17 acres in size and would be used for 6 months at a time or until component completion. The site would primarily be used as a work area during the implementation of the compensatory mitigation sites and for the installation of the in-water Project components. Using this site for construction work was not evaluated in the EIR/EIS and would be considered an addition to the Project.

The addition of the site as a construction work area would not require excavation or alteration of the landscape, and areas adjacent to structures within the Pacific Rod and Gun Club site would be avoided. The Pacific Rod and Gun Club work area would be restored to pre-Project conditions or similar after the completion of construction activities through seeding a native grassland seed mix to disturbed areas.

SOURCE: Brown and Caldwell, 2024; Google Earth, 2025

Vista Grande Drainage Basin Improvement Project. 200700036.01

Figure 2-3
Pacific Rod and Gun Club Work Area

2.2.5 Fort Funston Work Area

As discussed in Section 2.5.2, *Vista Grande Tunnel and East and West Portals*, of the EIR/EIS, the replacement Tunnel component would be constructed from a temporary construction shaft located at Fort Funston, in an approximately 4-acre area that would also be used as a construction work area (see **Figure 2-4a**). Most construction activities associated with the Tunnel would take place in this area. The work area would include space for loading and unloading trucks, materials and equipment storage, shop facilities, office trailers, and parking. Existing vegetation in this area would be cleared before the initiation of construction activities.

After certification of the EIR/EIS, modifications were made to the Project design. Under the Modified Project, the Fort Funston work area would be reduced to 2.5 acres, 1.5 acres smaller than originally estimated (see **Figure 2-4b**). The proposed modifications also include a new temporary work area located within the Fort Funston parking lot, 400 feet southwest of the Fort Funston tunnel and shaft work area.

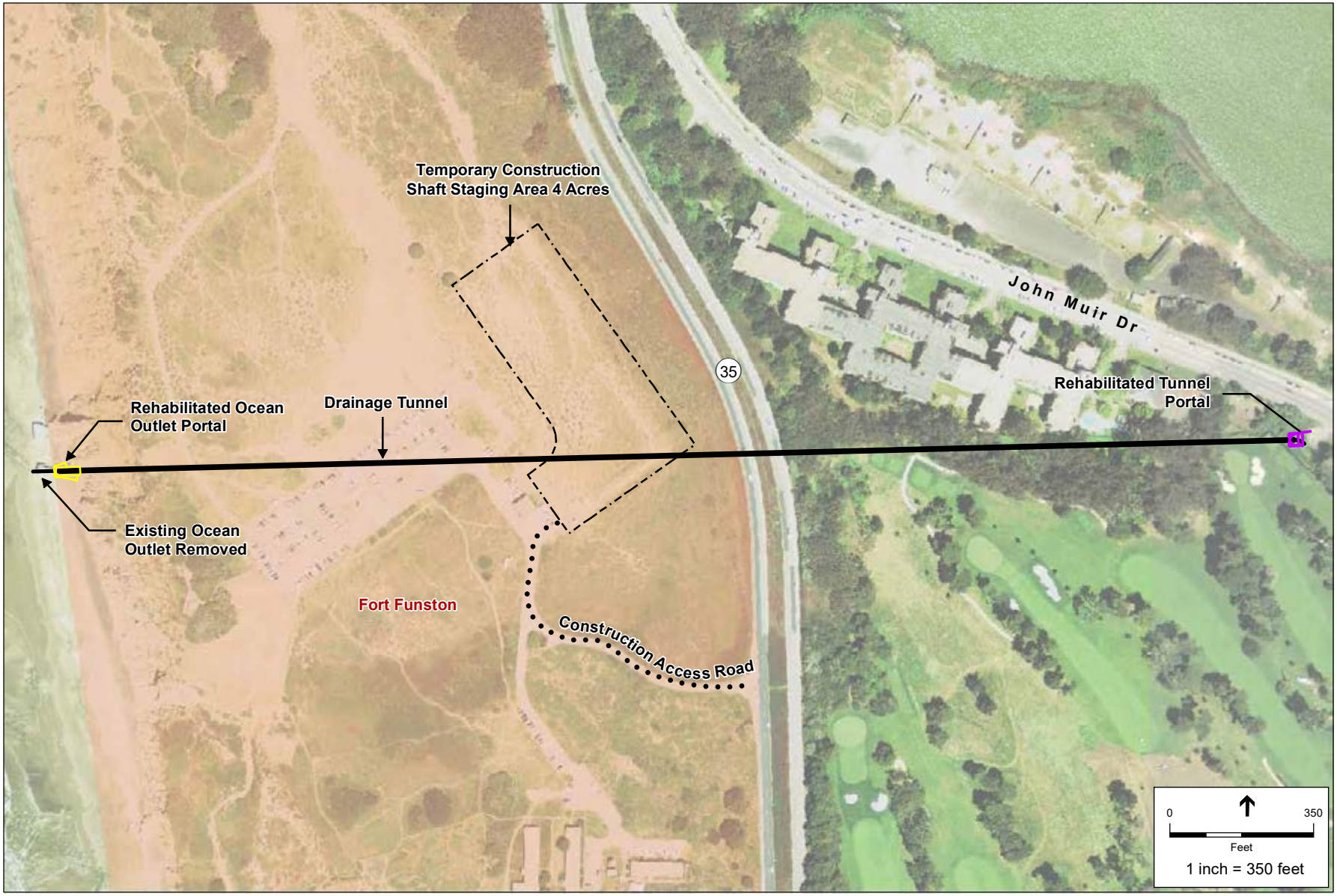
The new work area would be 0.44 acre and would be located in the northwest corner of the Fort Funston parking lot. The work area would be used for concrete fabrication work, with access from Fort Funston Road off Skyline Boulevard. Concrete fabricated at this work area would then be moved to the concrete pump work area to the west, located along the top of the bluffs above the Ocean Outlet location on Funston Beach.

The additional work area may require the installation of temporary chain-link fencing around the perimeter to serve as a buffer and screen the site from public views. After the completion of construction activities, the work areas would be restored to pre-Project conditions or similar, and disturbed areas would be regraded with native soils to match existing profiles. Additionally, the work areas would be revegetated with native coastal dune habitat, including species such as silver dune lupine (*Lupinus chamissonis*), mock heather scrub (*Ericameria ericoides*), and ice plant (*Carpobrotus edulis*).

2.2.6 Use of Diesel Generators

As discussed in Section 2.5.3.4, *Construction Power and Emergency Generators*, of the EIR/EIS, the electricity demand during construction would be 1,300 kilowatts, required solely for the Tunnel work area. This estimate includes equipment such as a road header or mini excavator, and ancillary equipment consisting of shotcrete application equipment, a batch plant, a compressor, pumps, ventilation fans, water treatment facilities, shop equipment, a warehouse, a change house, yard lighting, and office trailers. Temporary construction power would be provided to the work area at Fort Funston via a temporary PG&E service connection or a portable diesel-powered generator. If a temporary PG&E service connection is used, an emergency power supply (generator) with the capacity of 1,000 kilovolt-amperes would be located on-site during construction.

After certification of the EIR/EIS, Daly City determined that the use of a temporary PG&E service connection would not be feasible. Under the Modified Project, construction activities would be powered by seven additional generators ranging from 80 to 200 horsepower (hp). The generators would use diesel fuel and operate 24 hours a day, 5 days a week, until tunneling is



SOURCE: McMillen Jacobs Associates, 2013

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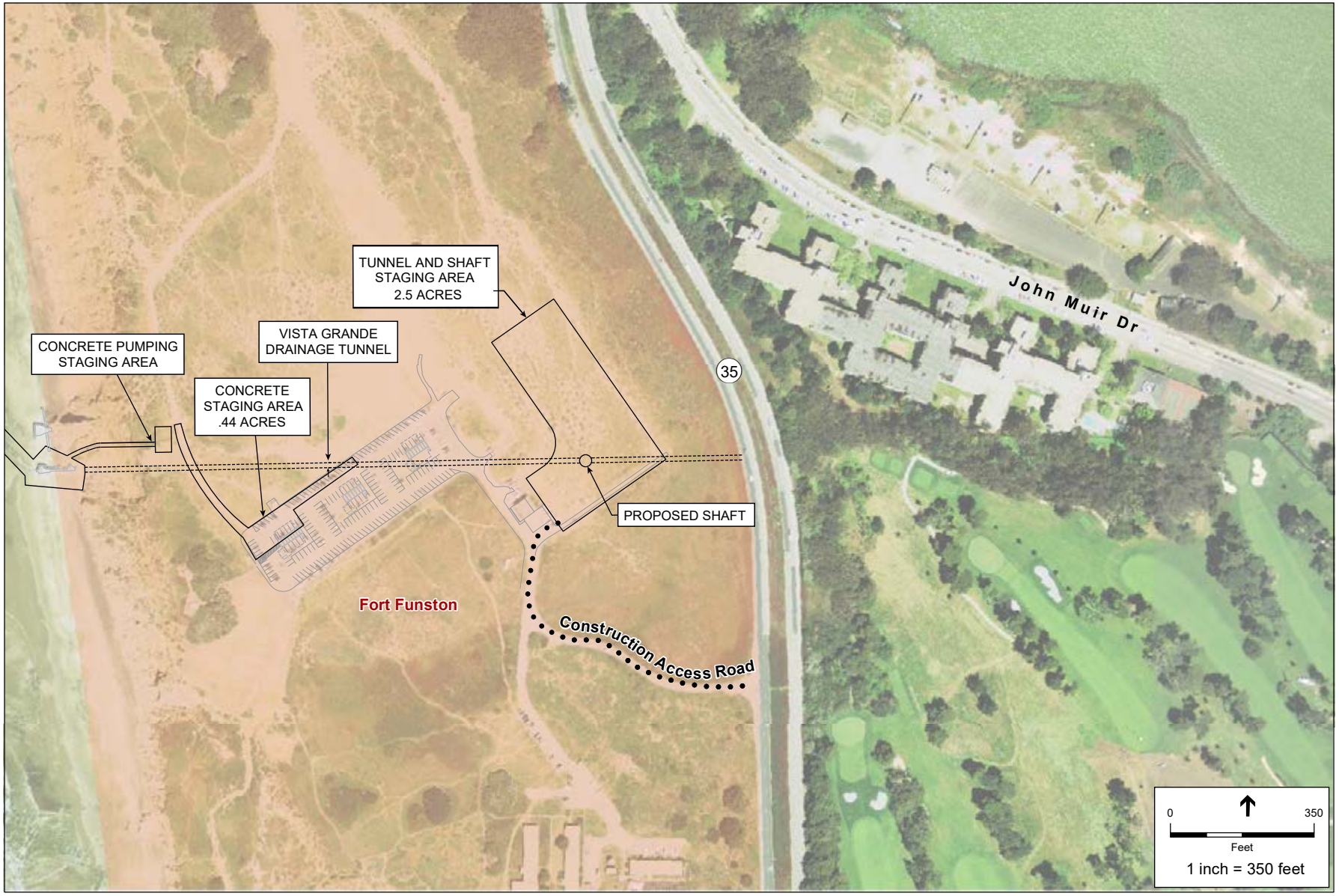
Figure 2-4a

Original Fort Funston Work Area



SOURCE: Brown and Caldwell, 2024

Vista Grande Drainage Basin Improvement Project 200700036.01

Figure 2-4b
Modified Fort Funston Work Area

complete. The generators would be located within the Tunnel's rehabilitated east portal work area (see Figure 2-1) and the modified Fort Funston tunnel and shaft work area (see Figure 2-4b).

As discussed in *Fort Funston Work Area*, after the completion of construction activities, the work areas would be restored to pre-Project conditions or similar, and disturbed areas would be regraded with native materials to match existing profiles.

2.2.7 Ventilation at Tunnel Portals

As discussed in Section 2.4.2, *Vista Grande Tunnel and East and West Portals*, of the EIR/EIS, the existing Tunnel would be enlarged to increase its capacity to match the Canal's 500 cubic feet per second flow capacity and to extend its operating life by replacing the aging structure. The new Tunnel would have a concrete lining and a final internal diameter of approximately 9 feet. As discussed in Section 2.5.3, *Construction Schedule, Workforce, and Equipment*, a temporary 100 hp ventilation fan would be used for air circulation during the Tunnel construction activities and would be located within the Fort Funston tunnel and shaft work area.

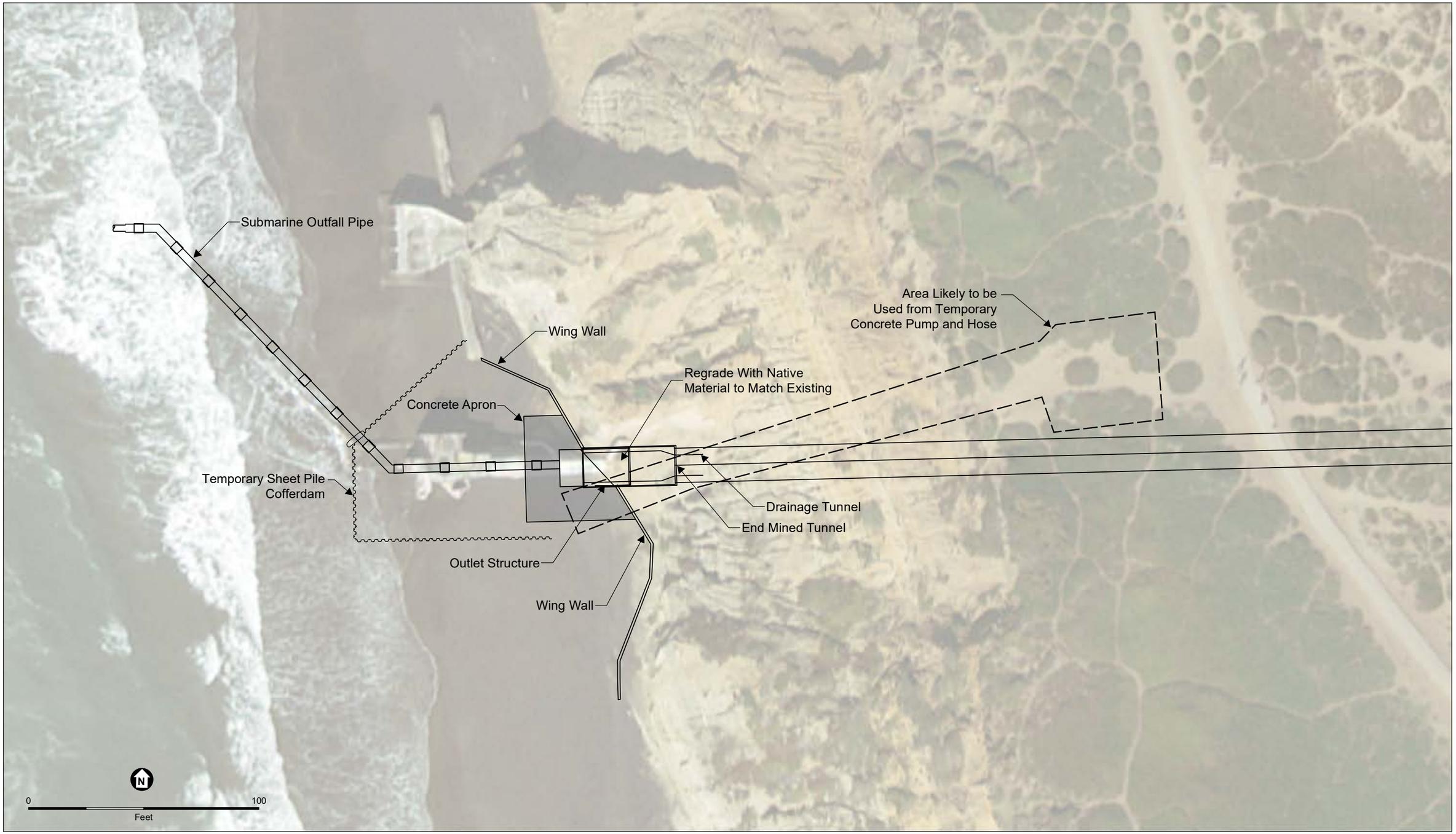
Under the Modified Project, the contractor would use two temporary ventilation fans for the Tunnel construction activities. These ventilation fans would circulate air within the Tunnel during the underground Tunnel construction activities. Each ventilation fan would contain a 100 hp motor powered by seven additional generators ranging from 80 to 200 hp (see *Use of Diesel Generators* above). The ventilation fans and generators would be located within the Tunnel's rehabilitated east portal work area (see Figure 2-1) and the modified Fort Funston tunnel and shaft work area (see Figure 2-4b).

After tunneling construction activities, all disturbed areas would be restored to pre-Project conditions or similar, and disturbed areas would be regraded with native materials to match existing profiles.

2.2.8 Ocean Outlet Design

As discussed in Section 2.4.2, *Vista Grande Tunnel and East and West Portals*, of the EIR/EIS, Daly City's existing Ocean Outlet structure is located on the beach below Fort Funston. This Ocean Outlet structure discharges the Vista Grande Watershed stormwater to the Pacific Ocean either through the submarine outfall pipeline during low flows or across the beach during higher flows. The Ocean Outlet structure, a segment of the Tunnel, and the force main segment are fully exposed to the surf and waves.

The Project would reconfigure these structures to provide protection from the surf and waves, including designing the system to withstand the force of high tides and associated waves. The existing Daly City Ocean Outlet structure would be removed and replaced with a low-profile outlet structure set nearer to the existing cliff face to improve beach access (see **Figure 2-5a**). Wing walls would be constructed to the north and south of the rehabilitated Ocean Outlet. To the north, an approximately 70-foot-long wing wall would be constructed from the Ocean Outlet structure to connect to an existing wing wall that extends south from SFPUC's Lake Merced Sewer tunnel outlet against the cliff face. Additionally, a 100-foot-long wing wall would be constructed to the south of the outlet to protect the cliff face (see Figure 2-5a).



SOURCE: McMillen-Jacobs Associates, 2019

Vista Grande Drainage Basin Improvement Project. 200700036.01

Figure 2-5a

Original Ocean Outlet Construction Area

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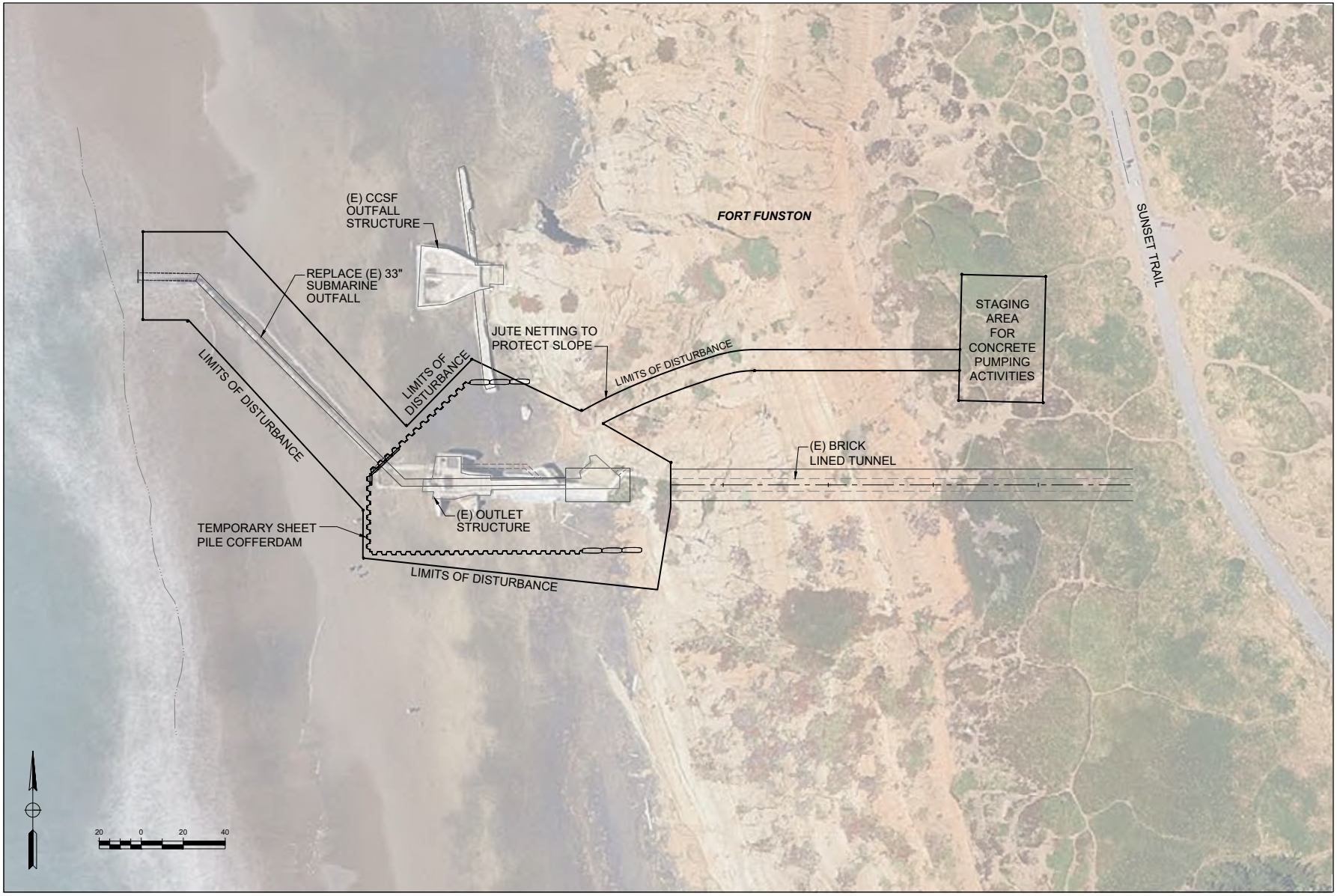
The design of the proposed Ocean Outlet structure, including the wing walls, considers the effects of sea level rise on both the operation of the outlet and the rate of cliff erosion. However, the Coastal Commission concluded that the two wing walls were not permittable as part of Project design. Thus, under the Modified Project, the wing walls would be removed from the final design of the Ocean Outlet (see **Figure 2-5b**).

There would also be other small changes to the design elements shown in the EIR/EIS, including additional supports for the anchor outfall pipe. Additionally, the work area for concrete pumping activities and the overall layout of the disturbed area for construction activities at the Ocean Outlet location would move just north of the disturbed area shown in Figure 2-5a (see Figure 2-5b for comparison). Jute netting would be laid on the cliff face to protect it from any disturbance from concrete pumping activities. After the completion of construction at the Ocean Outlet location, excavations would be backfilled and disturbed areas would be regraded with native soils to match existing profiles.



SOURCE: Brown and Caldwell, 2024
NOTES: CCSF = City and County of San Francisco

Vista Grande Drainage Basin Improvement Project. 200700036.01

Figure 2-5b
Modified Ocean Outlet Design

SECTION 3
Discussion of Impacts

This chapter describes modifications to existing environmental conditions that have occurred in and near the Project area, as well as any changes to environmental impacts due to the Modified Project. Although there have been several modifications to the Project since the certification of the EIR/EIS (see Section 2.2, *Proposed Modifications to the Project*), the overall design and construction details would be similar to those described previously in the certified EIR/EIS. Therefore, this addendum focuses on site-specific resources that may be affected by the Modified Project.

As discussed in Section 3.1.3, *Environmental Topics Removed from Consideration*, of the EIR/EIS, agriculture and forestry resources, mineral resources, and public services were not evaluated because there would be no impacts on these resources from the Project. Under the Modified Project, this would not change, as there would be no major changes to the general area where the Project would occur. The environmental conditions and potential impacts relevant to hazards and hazardous materials, land use and planning, geologic and paleontological resources, transportation and traffic, utilities and service systems, and associated cumulative effects would not change as a result of the Modified Project. This includes minor changes to the design, work and staging areas, access routes, and construction activities because the changes would not affect agriculture and forestry resources or mineral resources, and there would be no changes to land use and planning beyond that described in the EIR/EIS. Additionally, there would be no changes to hazards and hazardous materials, geologic and paleontological resources, or utilities and service systems, given that construction work would generally be the same as previously analyzed. Finally, no changes under the Modified Project would affect transportation and traffic, as the Modified Project would implement a Construction Traffic Management Plan and any other required traffic control measures outlined in Section 3.15, *Transportation and Traffic*, of the EIR/EIS.

The CEQA Guidelines were revised in 2018 to include wildfire as a new environmental topic in its Appendix G. Although an addendum need not consider revisions to the CEQA Guidelines that occur after EIR certification (CEQA Guidelines Section 15007), this addendum notes for informational purposes that the wildfire environmental topic considers whether a project is in or near state responsibility areas or lands classified as very high fire hazard severity zones. If so, it considers whether the Modified Project would include conditions that would exacerbate wildfire risks. The Project site is not located in a state responsibility area and in areas classified as having either a moderate or a very high fire hazard (CAL FIRE 2024). Furthermore, the Modified Project does not include conditions that could exacerbate existing fire risks, such as the creation of slopes or the addition of infrastructure (e.g., roads, power lines, or fuel breaks). Therefore, construction and operation of the Modified Project would not result in a substantial wildfire impact.

The following sections provide analysis of the environmental impacts provided in the EIR/EIS. The impacts have been evaluated to disclose any potential changes that would result from the Modified Project's implementation compared to the certified EIR/EIS and to determine whether these changes would result in new significant environmental effects or a substantial increase in the severity of previously identified significant effects. Based on the analysis provided below, the changes resulting from the Modified Project's implementation would not result in new significant environmental impacts or a substantial increase in the severity of previously identified significant effects.

The following discussion reviews revisions to the setting information provided in the EIR/EIS, discloses the findings, and discusses potential resulting changes in environmental impacts for each remaining resource area.

3.1 Aesthetics

3.1.1 Setting

The aesthetics setting described in Section 3.2, *Aesthetics*, of the EIR/EIS remains applicable to the Modified Project. The section provides an overview of existing aesthetic conditions within the San Francisco Bay Area (Bay Area) and around Lake Merced, presents the associated regulatory framework, and analyzes potential impacts that would result from the construction and operation of the facilities proposed under the Project.

3.1.2 Findings of the EIR/EIS

The EIR/EIS analysis identified that less-than-significant impacts with mitigation incorporated related to aesthetics would occur.

3.1.3 Project Change Analysis

Discussion

The Modified Project includes components that could potentially cause additional impacts on aesthetics in the Project area. These components include additional staging areas along the Canal, installation of habitat restoration sites around Lake Merced, and the use of additional work areas at the Pacific Rod and Gun Club and Fort Funston.

As described in Section 3.2.1, *Affected Environment*, of the EIR/EIS, the study area for aesthetics includes public areas where the Project elements would be visible. The study area includes the Project site, Lake Merced, Fort Funston, and associated open and recreational spaces in the Project site's vicinity. Lake Merced and adjacent areas are closely bounded by the major thoroughfares of Lake Merced Boulevard, John Muir Drive, and Skyline Boulevard. Aside from golf courses, the Lake Merced area is not highly manicured or landscaped. However, it does not have an untouched natural appearance due to the scattered presence of structures, utilities, roads, and a narrow band of vegetation contained by sidewalks and paths that run alongside the roads surrounding the lake.

The overall Lake Merced area is largely undeveloped, with trees, water, and vegetation providing visual variety and a respite from San Francisco's urban setting. Because many of the surrounding roadways and neighborhoods are elevated relative to Lake Merced, the lake and the bordering open space are important visual resources, offering aesthetically pleasing views for motorists, bicyclists, and pedestrians. A portion of the 49-Mile Scenic Drive, a San Francisco designated scenic road tour, partially encircles the lake. It can be reasonably assumed that users of the pedestrian path, in particular, expect a high-quality environment, given that the streets included in the 49-Mile Scenic Drive are recognized for their aesthetic value. Thus, these pedestrians, motorists, and bicyclists are considered sensitive viewers when considering the potential for aesthetic impacts. Nevertheless, the Project site currently has low viewer exposure and can be seen only briefly as viewers pass by.

As discussed in Section 3.2.5, *Impact Analysis*, of the EIR/EIS, the Project would result in temporary construction-related impacts on the visual character of the Project site and surrounding areas. Direct views of the Project site, including views of construction work areas, would occur from public roadways and public areas in residential neighborhoods and outdoor recreational facilities in the area. Construction activities would occur over a 24- to 44-month period or until completion, as described in Section 2.5.3, *Construction Schedule, Workforce, and Equipment*, of the EIR/EIS.

Under the Modified Project, additional work areas would be at Fort Funston and the Pacific Rod and Gun Club, as well as additional staging areas along the Canal and for the habitat restoration sites. However, there would be no significant changes to the duration of Project construction (24–44 months). The additional Project construction areas would include stockpiling construction materials, storing construction equipment, and temporarily storing construction debris. However, the Modified Project would implement **Mitigation Measure 3.2-1**, which requires the contractor to keep Project areas clean and inconspicuous and requires the prompt removal of debris.

Construction work and staging areas would be restored to conditions similar to existing conditions following the completion of construction activities, except for permanent changes associated with the Modified Project. The Fort Funston work areas, Pacific Rod and Gun Club work area, additional Canal staging areas, and other unpaved staging areas would be revegetated and restored to pre-Project conditions. Because the aesthetic effects of construction activities would be temporary, construction activities would not result in a substantial adverse impact on a scenic vista or resource, or on the visual character of a site or its surroundings. Therefore, the impact would remain less than significant with mitigation incorporated.

The Modified Project would include up to 14 habitat restoration sites, restoring 10 acres of habitat around Lake Merced. The habitat restoration sites would include construction activities, tree removal around Lake Merced (see Figure 2-2), and temporary irrigation. Approximately 804 additional trees would be removed to accommodate the 10 acres of proposed habitat restoration sites; however, the final number would depend on the final design and acreage of the chosen sites. Most trees proposed for removal from the habitat restoration sites are non-native, including blue gum eucalyptus, Monterey pine (*Pinus radiata*), Monterey cypress, and myoporum, among several others in less abundance.

The habitat restoration sites would be planted primarily with arroyo willow and native freshwater marsh plantings at the lower elevations near the banks of Lake Merced. The habitat restoration sites would be designed to reflect and restore the character of the native vegetation communities historically located along the shoreline of Lake Merced. The design character of the habitat restoration sites would integrate the selected areas and associated temporary irrigation infrastructure with the existing visual environment of the Project site. The habitat restoration sites could be considered an aesthetic improvement to the area as they would replace non-native forest with native willow riparian, coastal scrub, and wetland habitat.

The installation of the habitat restoration sites would primarily occur at lower elevations compared to the surrounding roads and the pedestrian path encircling the lake, providing a buffer

to direct views of the habitat restoration sites and construction activities. The habitat restoration sites and associated construction activities would be further screened by existing fencing and vegetation at higher elevations of the lake's banks along some portions of Skyline Boulevard, John Muir Drive, and Lake Merced Boulevard, which are part of San Francisco's 49-Mile Scenic Drive. This fencing and vegetation would be retained after the installation of the habitat restoration sites and would continue to screen direct views of the lake from roads and the pedestrian path encircling the lake, similar to existing conditions. Restoration activities would extend up to the roadway and pedestrian path at some sites along Skyline Boulevard and Lake Merced Boulevard, opening up views of the lake where taller nonnative trees would be removed and replace with willow tree species.

Views of the habitat restoration sites and associated construction activities for installation would be visible from the interior of the lake, including direct views from open water areas and users of public recreational facilities along Harding Road. As mentioned previously, the Modified Project would remove up to 804 trees at the 14 chosen habitat restoration sites and would replace non-native forest with riparian, wetland, and coastal scrub habitat. This would enhance the visual landscape of habitat around Lake Merced by restoring it with historical vegetation communities found along its banks. The habitat restoration sites would replace existing non-native habitat, including species such as blue gum eucalyptus, and would take up to 3 years to fully mature. Once fully established, the habitat restoration sites would add to the existing visual variety of species, both native and non-native, found around Lake Merced. Therefore, the impact on scenic resources would be less than significant.

The Modified Project construction may create a new temporary source of nighttime lighting in the immediate area, and the light and glare effects (including potential effects on nighttime sky viewing) from Project construction could be substantial. Therefore, the impact could be significant. **Mitigation Measure 3.4-9**, described in Section 3.4, *Biological Resources*, would require that nighttime illumination be directed downward, helping to ensure that no significant illumination would pass beyond the work area or vertically into the sky. Light deflectors would be erected between traffic and staging areas. Implementation of **Mitigation Measure 3.4-9** would help ensure that impacts associated with light and glare are reduced to a less-than-significant level. The operation phase of the Modified Project would not create a new source of light or glare, as no lighting is proposed. Therefore, there would be no impact associated with Modified Project operation.

Conclusion

Implementation of **Mitigation Measures 3.2-1** and **3.4-9** included in the EIR/EIS would reduce potentially significant impacts on aesthetic resources to a less-than-significant level. The Modified Project would not result in any new or more severe significant impacts than those identified in the certified EIR/EIS. **(Same impact as previously approved project [less than significant with mitigation].)**

3.2 Air Quality

3.2.1 Setting

The air quality setting from Section 3.3, *Air Quality*, of the EIR/EIS remains applicable to the Modified Project. The section provides an overview of existing air quality conditions within the San Francisco Bay Area Air Basin area, presents the associated regulatory framework, and analyzes potential impacts that would result from construction and operation of the facilities proposed under the Project.

3.2.2 Findings of the EIR/EIS

The EIR/EIS identified the potential for less-than-significant impacts with mitigation included related to air quality.

3.2.3 Project Change Analysis

Discussion

The Modified Project includes components that could potentially cause additional impacts on air quality in the Project area. These components include the use of diesel generators to power construction activities, as well as construction activities, including site preparation and ground disturbance in closer proximity to sensitive receptors. This would include the use of additional work and staging areas, the installation of an access ramp near the Canal, the installation of habitat restoration sites around Lake Merced, and the use of the Pacific Rod and Gun Club work area.

As described in Section 3.3.5, *Impact Analysis*, of the EIR/EIS, most Project-related exhaust emissions would be generated on-site due to the use of the heavy-duty off-road equipment. Exhaust emissions would also be generated by heavy-duty diesel material haul trucks, concrete vendor trucks, and, to a lesser extent, construction worker daily commute trips. Criteria pollutant exhaust emissions of reactive organic gases (ROG), oxides of nitrogen (NOx), particulate matter 10 micrometers or less in diameter (PM_{10}), and particulate matter 2.5 micrometers or less in diameter ($PM_{2.5}$) from construction equipment and vehicles would incrementally add to the regional atmospheric loading of these pollutants during Project construction. Impacts related to violating an air quality standard or contributing to an existing or projected air quality violation were assessed by comparing estimated direct and indirect Project exhaust emissions to the significance thresholds, which are average daily emissions of 54 pounds per day (lb/day) for ROG, NOx, and $PM_{2.5}$, and 82 lb/day for PM_{10}.

Project-related construction criteria for pollutant exhaust emissions discussed in the EIR/EIS are outlined in **Table 3-1**.

Under the Modified Project, the use of seven generators ranging from 80 to 100 hp would generate an additional 6 lb/day of NOx during the first 6 months and 8 lb/day during the following 12 months, raising daily NOx emissions up to 40.2 lb/day. However, this would be below the Bay Area Air Quality Management District's (BAAQMD's) NOx emission threshold of 54 lb/day. The

use of diesel generators would also increase the PM_{10} emissions by 50 percent, but this would still be below the BAAQMD threshold of 82 lb/day. Using diesel generators for construction activities would be temporary, lasting 18 months. Additionally, if generators are stationary, Daly City would be required to obtain a BAAQMD permit and comply with any BMPs identified.

TABLE 3-1
CONSTRUCTION CRITERIA POLLUTANT EXHAUST EMISSIONS

Emission Source	Average Daily Construction Emissions (pounds/day)			
	ROG	NOx	PM_{10}	$PM_{2.5}$
Construction Activities	4.9	20.0	0.9	0.9
Vehicle Trips	0.7	12.3	0.3	0.2
Average Daily (pounds/day)	5.6	32.2	1.2	1.2
BAAQMD Significance Threshold	54	54	82	54
Significant Impact?	No	No	No	No

NOTES:

BAAQMD = Bay Area Air Quality Management District; EIR/EIS = Environmental Impact Report/Environmental Impact Statement; EMFAC = EMission FACtors model; NOx = oxides of nitrogen; $PM_{2.5}$ = particulate matter 2.5 micrometers or less in diameter; PM_{10} = particulate matter 10 micrometers or less in diameter; ROG = reactive organic gases.

Emissions were estimated using emission factors from the off-road emissions inventory database and EMFAC 2011. Numbers may not sum due to rounding. See Appendix C of the EIR/EIS for details on the emissions estimates.

SOURCE: ESA 2017

In addition to exhaust emissions, the Modified Project construction activities would generate fugitive dust emissions associated with site preparation, earth disturbance, travel on paved and unpaved roads, and other dust-generating activities. With regard to fugitive dust emissions, BAAQMD recommends that lead agencies focus on implementing dust control measures to help ensure that impacts would be less than significant, rather than comparing estimated levels of fugitive dust to quantitative significance thresholds.

For all areas of the Modified Project construction within the city and county of San Francisco, Daly City would be required to comply with San Francisco's construction Dust Ordinance by submitting a Dust Control Plan to the San Francisco Department of Public Health for approval. The site-specific Dust Control Plan would require Daly City to do the following:

- Water active construction areas sufficiently to prevent dust from becoming airborne.
- Provide as much water as necessary to control dust without creating runoff in disturbed areas.
- Wet-sweep or vacuum streets, sidewalks, paths, and intersections where work is in progress at the end of the workday.
- Cover inactive stockpiles greater than 10 cubic yards or 500 square feet of material.
- Use dust enclosures, curtains, and dust collectors as necessary to control dust in the excavation area.

Daly City also requires that a grading permit applicant submit a Dust Nuisance Control Plan for review and approval. This plan must include both dust suppression through watering or other

techniques and daily sweeping of public streets and sidewalks. Similar to San Francisco requirements, this plan would also represent BMPs identified by BAAQMD for controlling fugitive dust. The Modified Project would also implement **Mitigation Measure 3.3-1** to prepare and implement a Dust Control Plan for construction activities at Fort Funston, which is a federally administered area.

Short-term construction exhaust emissions associated with the Modified Project would not exceed the significance thresholds for ozone precursors or particulate matter. Compliance with the San Francisco Construction Dust Ordinance, Daly City's grading permit Dust Nuisance Control Plan requirements, and **Mitigation Measure 3.3-1** would help ensure that impacts associated with fugitive dust emissions would continue to be less than significant.

Additionally, the BAAQMD recommends that lead agencies assess the incremental risk of toxic air contaminant (TAC) exposure for all sensitive receptors within a 1,000-foot radius of a Project's fence line. Although long-term Project operation would result in no new TAC emissions, construction activities associated with the Modified Project would generate diesel particulate matter (DPM), a TAC. Most DPM exhaust emissions generated during construction would be because of diesel off-road equipment and diesel generators.

The closest sensitive receptors to the Modified Project would be the Lakewood Apartments along the south side of John Muir Drive and north of the Vista Grande Tunnel's east portal. These apartments are located 200 feet from the Pacific Rod and Gun Club work area, 300 feet from the Lake Merced Portal, 300 feet or more from additional Canal components, and 600 feet from the modified work area within Fort Funston. Additional sensitive receptors are near habitat restoration sites, such as Lowell High School and the Lakeshore neighborhood, located at various distances within the 1,000-foot buffer. None of the Modified Project elements or nearby sensitive receptors are located within an Air Pollution Exposure Zone, as designated by the San Francisco Health Department.

As discussed in the EIR/EIS, off-road equipment is a large contributor to DPM emissions in California. However, since 2007, the California Air Resources Board has found that the emissions were substantially lower than previously expected (CARB 2010). Additionally, federal and state regulations require cleaner off-road equipment. Specifically, both the U.S. Environmental Protection Agency and the State of California have set emissions standards for new off-road equipment engines, ranging from Tier 1 to Tier 4. Although the full benefits of these regulations will not be realized for several more years, the U.S. Environmental Protection Agency estimates that by implementing the federal Tier 4 standards, NOx and PM emissions will be reduced by more than 90 percent (EPA 2004).

Furthermore, as a major construction Project[1] within the jurisdiction of the city and county of San Francisco and within 1,000 feet of sensitive receptors, construction work would be subject to the conditions of the City and County of San Francisco's Clean Construction Ordinance, updated in

[1] A *major construction project* is defined as a public work to be performed within the geographic limits of the city that uses off-road equipment and is estimated to require 20 or more cumulative days of work, including non-consecutive days, to complete.

March 2015. The Clean Construction Ordinance requires that such construction projects use only off-road equipment and off-road engines fueled by biodiesel fuel grade (B20). Additionally, the off-road equipment must either meet or exceed Tier 2 standards for off-road engines or operate with the most effective Verified Diesel Emission Control Strategies.

Additionally, due to their temporary and variable nature, construction activities are not suitable for assessing long-term health risks. The BAAQMD's CEQA Air Quality Guidelines (BAAQMD 2022) states the following:

> *Due to the variable nature of construction activity, the generation of TAC emissions in most cases would be temporary, especially considering the short amount of time such equipment is typically within an influential distance that would result in the exposure of sensitive receptors to substantial concentrations. Concentrations of mobile-source diesel PM emissions are typically reduced by 70 percent at a distance of approximately 500 feet (CARB, 2005). In addition, current models and methodologies for conducting health risk assessments are associated with longer-term exposure periods of 9, 40, and 70 years, which do not correlate well with the temporary and highly variable nature of construction activities. This results in difficulties with producing accurate estimates of health risk.*

Therefore, Project-level analyses of construction activities tend to produce overestimated assessments of long-term health risks. However, within Air Pollutant Exposure Zones, additional construction activity may negatively affect populations already at a higher risk for adverse long-term health risks from existing air pollution sources. The Modified Project site is not located within any identified Air Pollutant Exposure Zones.

For the Modified Project, additional DPM emissions generated would be limited to 18 months in the Tunnel portals' vicinity where the diesel generators would be in use, and 17–37 months in the Pacific Rod and Gun Club work area's vicinity and in the additional Canal components' vicinity (i.e., staging areas, access ramp, water recirculation pump). Additional DPM emissions would be in the habitat restoration sites' vicinity around Lake Merced for approximately 5 months. All other Modified Project components would be located more than 1,000 feet from sensitive receptors.

Although diesel generators, off-road equipment, and on-road heavy-duty diesel vehicles on designated truck routes would be used during these months of construction, emissions would be temporary and variable and would not be expected to expose sensitive receptors to substantial air pollutants outside Air Pollutant Exposure Zones. Furthermore, the Modified Project would be subject to, and would comply with, California regulations limiting idling to no more than 5 minutes, further reducing exposure of nearby sensitive receptors to temporary and variable DPM emissions. Therefore, the impact would remain less than significant.

Diesel equipment used to construct the Modified Project may emit objectionable odors associated with diesel fuel combustion. However, these emissions would be temporary and intermittent. Therefore, odor impacts associated with diesel combustion during construction activities would remain less than significant.

Conclusion

Implementation of **Mitigation Measure 3.3-1**, as included in the EIR/EIS, would reduce potentially significant impacts on air quality in the Project area to a less-than-significant level. Additionally, the Modified Project would obtain any necessary permits with the City and County of San Francisco, Daly City, or the BAAQMD, and would implement any necessary dust control plans and BMPs as part of those permits. Furthermore, construction activities associated with the Modified Project would be temporary, lasting between 24 and 44 months, as discussed in the EIR/EIS. The Modified Project would not result in any new or more severe significant impacts than those identified in the certified EIR/EIS. **(Same impact as previously approved project [less than significant with mitigation].)**

3.3 Biological Resources

3.3.1 Setting

The sensitive and regulated vegetation communities, habitat types, and plant and animal species described in Section 3.4, *Biological Resources*, of the EIR/EIS remain applicable to the Modified Project. The biological resources in the additional work and staging areas are generally consistent with those described in the EIR/EIS. As discussed in Appendix A of the Lake Merced West Project EIR (SF Planning 2022), the land uses in the Pacific Rod and Gun Club site's vicinity include parks, golf courses, and urban residential and commercial development. Urban development is primarily concentrated on the south side of John Muir Drive and the east side of Lake Merced Boulevard. Although the site is located within a densely developed area of San Francisco, there has been limited human interference on-site since remediation activities in 2016. After completion of remediation activities, the site's vegetation was restored and it continues to be routinely monitored for performance by qualified biologists. Several diverse vegetation communities and habitat types, including perennial grassland, mixed coastal scrub and woodland, arroyo willow riparian scrub, freshwater marsh, and lacustrine, provide refuge for local wildlife among the largely developed upland areas bordering the Lake Merced system.

3.3.2 Findings of the EIR/EIS

The EIR/EIS identified the potential for less-than-significant impacts with mitigation incorporated related to biological resources.

3.3.3 Project Change Analysis

Discussion

The Modified Project includes components that could potentially cause additional impacts on biological resources in the Project area. Additional impacts would primarily be from the restoration and enhancement of habitat restoration sites around Lake Merced, which would require vegetation and tree removal. Other components of the Modified Project may also potentially cause additional impacts on biological resources through vegetation removal and ground disturbance, such as the installation of the water recirculation pump, use of the Pacific Rod and Gun Club work area, use of additional staging areas, and the installation of an access ramp along the Canal.

As described in Section 3.4.5, *Impact Analysis*, of the EIR/EIS, Project construction could have a substantial adverse effect either directly or through habitat modifications on plant and animal species identified as sensitive or special-status in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service. Under the Modified Project, construction activities would occur in several areas around Lake Merced and Fort Funston that were not previously considered in the EIR/EIS. These activities would include site preparation, vegetation and tree removal, ground disturbance activities, and temporary irrigation. Increased construction activity, which can cause stress or abandonment of nests and roosts, loss or conversion of habitat, or direct mortality, would be considered significant impacts.

As discussed in the EIR/EIS, these could include impacts on special-status and protected plant, reptile, bird, and bat species, as well as sensitive natural communities (e.g., coastal dune scrub). The Modified Project would be required to implement **Mitigation Measures 3.4-1** through **3.4-5** to reduce impacts on special-status and otherwise protected plant and animal species and sensitive natural communities to less-than-significant levels. Specifically, the Modified Project would implement the following measures:

> **Mitigation Measure 3.4-1:** Requires avoidance, minimization, and compensation for impacts on special-status plants.
>
> **Mitigation Measure 3.4-2a:** Requires construction worker environmental awareness program training**.**
>
> **Mitigation Measure 3.4-2b:** Requires avoidance and minimization measures for western pond turtle.
>
> **Mitigation Measure 3.4-3:** Includes measures to protect nesting birds, addressing potential impacts even though the Modified Project does not include known rookery habitat.
>
> **Mitigation Measure 3.4-4:** Requires avoidance and minimization measures for special-status bats.
>
> **Mitigation Measure 3.4-5:** Requires avoidance, minimization, and compensation for impacts on central dune scrub.

No special-status fish species occur within Lake Merced waters; however, western pond turtles reside in the lake and could be adversely affected by in-water work associated with the Modified Project, including activities required for the construction of components, such as the proposed water recirculation pump. Implementation of **Mitigation Measure 3.4-2b** would reduce potential impacts on the western pond turtle to a less-than-significant level by requiring the installation of terrestrial exclusion fencing around these lakeside construction areas, the installation of a cofferdam around isolated in-water work areas, the completion of preconstruction surveys, and implementation of additional measures during site construction.

Additionally, as discussed in the EIR/EIS, Project construction would have a substantial adverse effect on upland vegetation communities identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service. Project construction could affect sensitive communities through the introduction or spread of invasive plants and could have a substantial adverse effect on wetlands and other jurisdictional waters. Under the Modified Project, as discussed throughout Section 2.2, *Proposed Modifications to the Project,* additional construction activities would be required throughout Lake Merced, Fort Funston, and the surrounding areas. These construction activities would include additional work areas, staging areas, and components that would require additional vegetation and tree removal, site preparation, ground-disturbing activities, and temporary irrigation; additional site disturbance could introduce invasive species.

The Modified Project would be required to implement **Mitigation Measures 3.4-6** through **3.4-8b** to reduce impacts on upland areas and wetlands and impacts associated with the spread of invasive

species. As discussed in EIR/EIS Impact 3.4-6, damage or removal of protected trees in areas under San Francisco Department of Public Works (SFDPW) jurisdiction is subject to a SFDPW permit. However, none of the Modified Project areas, or trees that would be damaged or removed, are under SFDPW jurisdiction. It is also noted that the restored willow riparian habitat at Lake Merced would replace non-native trees with native tree species. The Modified Project would implement the following measures:

> **Mitigation Measure 3.4-6:** Requires Daly City to implement tree protection measures that require identification of trees to be removed, trimmed, or retained, and procedures for tree protections during construction.
>
> **Mitigation Measure 3.4-7a:** Requires control measures to reduce the spread of invasive species.
>
> **Mitigation Measure 3.4-7b:** Requires post-construction treatment of upland areas disturbed by construction activities.
>
> **Mitigation Measure 3.4-8a:** Calls for wetland protection and avoidance.
>
> **Mitigation Measure 3.4-8b:** Requires compensation for any impacts on wetlands or riparian habitat.

The Modified Project construction could also interfere substantially with the movement of native resident or migratory species, disrupt established native resident or migratory corridors, or impede the use of nursery sites. This interference would result primarily from the use of nighttime lighting, which may be required for additional construction activities. To mitigate these impacts, the Modified Project would implement **Mitigation Measure 3.4-9**, which would require minimizing nighttime lighting where feasible and calls for measures to reduce impacts when nighttime lighting cannot be avoided.

Additional impacts on biological resources could occur from lake level changes due to the Project's operation. To address these impacts, the Modified Project would be required to implement **Mitigation Measures 3.4-10a** and **3.4-10b**, which would reduce impacts from the Modified Project's operation to less-than-significant levels. These measures would manage water levels to reduce Project-related losses of sensitive communities or provide compensatory mitigation if such losses cannot be avoided.

The proposed habitat restoration sites would remove existing non-native forest habitat, including 804 trees, and restore native arroyo willow riparian and freshwater marsh habitat along the Lake Merced shoreline (above the Modified Project's operational WSE). The trees proposed for removal from the habitat restoration sites are primarily non-native species, such as blue gum eucalyptus, myoporum, Monterey cypress, and blackwood acacia, with other species in less abundance. The habitat restoration sites would be replanted mostly with native willow riparian habitat along the Lake Merced shoreline, freshwater marsh (wetland) plants, and coastal scrub habitat. After planting, the willow riparian and coastal scrub habitats would be seeded with a native seed mix of herbaceous understory species.

Since publication of the EIR/EIS, the U.S. Fish and Wildlife Service proposed listing the monarch butterfly (*Danaus plexippus*) as threatened under the federal Endangered Species Act (USFWS 2024). The western monarch butterfly population migrates from interior breeding areas to the coast in October and November to overwinter until March when they return to breeding areas for spring and summer. Overwintering monarchs aggregate in tree groves typically located within 1.5 miles of the coastline where specific microclimate conditions of high humidity, low winds, mixed sunlight, protection from freezing temperatures, and access to freshwater are present. Monarchs most commonly roost in stands of blue gum eucalyptus trees but also use Monterey pine and Monterey cypress trees (Xerces Society et al. 2025).

A monarch butterfly overwintering site has been documented and tracked by the Xerces Society for Invertebrate Conservation (Xerces Society) since 2008 within the non-native forest at Stern Grove and Pine Lake in San Francisco, located 0.5 mile north of Lake Merced. Four other known overwintering sites in San Francisco are identified within tree stands at 26th Avenue and Fulton Street in Golden Gate Park, Rob Hill in the Presidio, Fort Mason near Building 201, and Telegraph Hill in North Beach. Several other potential overwintering sites being tracked by the Xerces Society are located in Golden Gate Park, Lovers Bridge in the Presidio, and McClaren Park (Xerces Society 2017).

Non-native forest habitat around Lake Merced contains similar tree species composition to the other known or potential sites identified in San Francisco but has not been identified by the Xerces Society as containing known or potential overwintering sites. Through development of the habitat restoration sites, the Modified Project would remove approximately 1.44 acres of non-native forest habitat from around the lake, 31 percent of the total non-native forest habitat (4.62 acres) surrounding the greater Lake Merced system (ESA 2024). Environmental Science Associates conducted surveys to identify monarch use of non-native forest habitat within the habitat restoration sites during the 2024–2025 overwintering season in February 2025, following the Xerces Society's Western Monarch Habitat Assessment Survey protocol (Xerces Society 2024). Biologists experienced in conducting these protocol-level surveys for overwintering monarch populations performed pedestrian surveys of the habitat restoration sites using binoculars to scan tree stands for roosting monarch butterflies. During the surveys, biologists also visited Stern Grove, where roosting aggregates are known to be present. No overwintering monarch roosts were identified during the surveys within the habitat restoration sites (ESA 2025).

Because overwintering roosts are returned to year after year, areas that do not contain suitable conditions are expected to remain absent of monarch butterflies (James 2024). Therefore, it is expected that the trees identified for removal within the habitat restoration sites would not contain overwintering roosts when construction at these locations commences in late summer to fall 2025. Furthermore, tree removal activities that would affect non-native forest habitat within the habitat restoration sites would begin in August or September 2025, preceding the arrival of monarchs to overwintering sites in October and November. Additionally, ongoing disturbance to this habitat type within the mitigation sites throughout October, November, and December would deter monarchs from establishing overwintering roosts in the Lake Merced area, making direct impacts on active overwintering populations from tree removal under the Modified Project unlikely. Because overwintering roosts have not been previously documented in any non-native forest

habitat at Lake Merced, combined with the likely ongoing construction disturbance of the mitigation sites during the arrival period for migrating monarchs, the Modified Project's impact on the proposed threatened monarch butterfly associated with the removal of potential overwintering habitat would be less than significant.

After completion of the Modified Project, work and staging areas would be restored to pre-Project conditions or similar. Most areas would be revegetated with native species associated with freshwater marsh, willow riparian, coastal scrub, or dune species, as appropriate and consistent with surrounding vegetation. With implementation of **Mitigation Measures 3.4-1** through **3.4-10b** and the installation of the proposed habitat restoration sites, impacts on special-status species and lake sensitive habitat would be reduced to less-than-significant levels. This would be similar to other Project areas considered in the EIR/EIS. Therefore, impacts would be consistent with the EIR/EIS and would remain less than significant with mitigation incorporated.

Conclusion

Implementation of **Mitigation Measures 3.4-1** through **3.4-10b** included in the EIR/EIS would reduce any potentially significant impacts, including those on vegetation communities and wildlife habitat, supported special-status plant and animal species, wetlands, and impacts related to potential conflicts with local and regional conservation plans or ordinances protecting biological resources to less-than-significant levels. Impacts on established native resident or migratory wildlife corridors would remain less than significant. The Modified Project would not result in any new or substantially more severe significant impacts than those identified in the certified EIR/EIS. **(Same impact as previously approved project [less than significant with mitigation].)**

3.4 Cultural Resources

3.4.1 Setting

The regional setting and regulatory framework related to cultural and paleontological resources described in Section 3.5, *Cultural Resources*, of the EIR/EIS have not changed and remain applicable to the Modified Project.

The Pacific Rod and Gun Club site has been identified as a historic resource, meeting Criterion 1 of the California Register of Historical Resources for its association with historic events, as detailed in the Lake Merced West Project EIR (SF Planning 2022). The site is significant as an example of the type of sportsmen's gun club that formed in the 1920s and 1930s, reflecting the democratization of hunting and illustrating the social experience connected with the conservation movement. Additionally, the site is notable as the oldest extant skeet facility in the Bay Area and as the only sportsmen's club in the Bay Area to retain its original pre–World War II grounds configuration, skeet field structures, and club buildings.

3.4.2 Findings of the EIR/EIS

The EIR/EIS identified three archeological and architectural resources: the 1882 schooner *Neptune* shipwreck, the Canal, and Fort Funston. No Native American cultural resources or human remains were identified within the Project site in the EIR/EIS. The EIR/EIS determined that there would be significant and unavoidable impacts on the Tunnel and Canal, both of which are eligible for listing in the National Register of Historic Places, and required mitigation measures to reduce impacts to the extent feasible. All or most of the Tunnel and Canal would be affected because the Project would update and modernize the aging structures. All other impacts were determined to have less-than-significant impacts with mitigation incorporated.

3.4.3 Project Change Analysis

Discussion

The Modified Project includes components that could potentially cause additional impacts on cultural resources in the Project area through ground-disturbing activities, including the addition of the Pacific Rod and Gun Club work area, modifications to Canal components, and the installation of the water recirculation pump and habitat restoration sites around Lake Merced.

As described in Section 3.5.5, *Impact Analysis*, of the EIR/EIS, the Project would have an impact on archaeological resources if it would cause a substantial adverse change to a significant archaeological resource, including those that qualify as historical resources according to CEQA Guidelines Section 15064.5, unique archaeological resources as defined in CEQA Section 21083.2(g), and historic properties that meet the National Register of Historic Places listing criteria in Code of Federal Regulations Title 36, Section 60.4.

The Modified Project would include construction activities in areas not discussed in the EIR/EIS, such as the Pacific Rod and Gun Club work area or areas covered under the EIR/EIS that were

not expected to be disturbed. The EIR/EIS found that, while the scenario is unlikely, ground-disturbing activities could expose and cause impacts on unknown archaeological resources or shipwrecks, which would be a potentially significant impact. Similarly, while the scenario is unlikely, there is still the potential for the Modified Project to cause a substantial adverse change in the significance of an archaeological resource.

The Modified Project would also implement **Mitigation Measure 3.5-3**, which requires construction activities to halt if archaeological resources are identified. This measure would allow a qualified archaeologist, or NPS archaeological resources staff if located on federally administered lands, to inspect the find and provide additional recommendations as necessary, with the goal of avoiding, minimizing, or mitigating adverse effects.

Furthermore, no known human burial locations have been identified in the Project area; however, the possibility cannot be entirely discounted. The Modified Project could result in direct impacts on previously undiscovered human remains during earthmoving activities. Impacts on human remains would be potentially significant but could be reduced to a less-than-significant level with the implementation of **Mitigation Measure 3.5-4**, which requires that all work halt in the find's vicinity and that the County Coroner be contacted.

Therefore, the Modified Project would have a less-than-significant impact relative to cultural resources, and substantial physical deterioration of known or undiscovered resources would not occur.

Conclusion

Implementation of **Mitigation Measures 3.5-3 and 3.5-4** included in the EIR/EIS would reduce potentially significant impacts on previously undiscovered cultural resources or human remains to a less-than-significant level. The Modified Project would not result in any new or more severe significant impacts than those identified in the certified EIR/EIS. **(Same impact as previously approved project [significant and unavoidable].)**

3.5 Geology and Soils

3.5.1 Setting

Although part of the Modified Project site would include locations not analyzed in the EIR/EIS, the regional setting and regulatory framework related to geology and soils described in Section 3.6, *Geology and Soils*, of the EIR/EIS have not changed and remain applicable to the Modified Project.

3.5.2 Findings of the EIR/EIS

The EIR/EIS analysis identified less-than-significant impacts with mitigation incorporated related to geology and soils.

3.5.3 Project Change Analysis

Discussion

The Modified Project includes components that could potentially cause additional impacts on geology and soils in the Project area, including the addition of the Pacific Rod and Gun Club work area, modifications to the Fort Funston work area, additional Canal components, and the installation of the water recirculation pump and habitat restoration sites around Lake Merced.

As described in Section 3.6, *Geology and Soils*, of the EIR/EIS, the Project is located in an area susceptible to fault rupture, ground shaking, and seismic-related ground failure. The use of the Pacific Rod and Gun club work area was not discussed in the EIR/EIS. Additionally, sites along the Canal, which were part of the overall Project footprint but were not likely to be disturbed, would be used as a staging area for work on the Canal. The Modified Project would be required to implement **Mitigation Measure 3.6-1a**, which requires that the Project be designed, engineered, and constructed in conformance with engineering practices and geotechnical recommendations to minimize potential structural damage during a seismic event. The Modified Project would also implement **Mitigation Measure 3.6-1b**, which requires inspectors working under the auspices of a California-licensed geotechnical engineer to be present on the Project site during excavation, grading, and general site preparation activities to monitor the implementation of the recommendations specified in this measure. Therefore, the Modified Project would have less-than-significant impacts related to strong seismic ground shaking and/or seismic-related ground failure.

Additionally, construction activities, such as excavating, trenching, and grading, can remove stabilizing vegetation and expose areas of loose soil that, if not properly stabilized during construction, can be subject to erosion by wind and stormwater runoff, potentially resulting in a significant soils impact. The Modified Project would include components that could potentially increase soil erosion through ground disturbance or vegetation removal. The Modified Project would be subject to the requirements of the National Pollutant Discharge Elimination System Construction General Permit, which includes mandatory implementation of BMPs concerning erosion control. The Project would also implement **Mitigation Measure 3.6-2**, which would require inspections of subdrain pipes to monitor water flows and buildup of sediment from

erosion. Compliance with the Construction General Permit, including the implementation of a Stormwater Pollution Prevention Plan, associated BMPs, and mitigation measures, would help ensure that the potential impact of soil erosion or the loss of topsoil from the Modified Project would be less than significant.

Furthermore, natural or constructed slopes could become destabilized during construction-related excavation or grading operations if located on problematic soils. Excavations for components could result in slope instability, potentially triggering slope failures that could result in landslides, slumps, soil creep, or debris flows. Additionally, there is the potential for geologic hazards at the Ocean Outlet along the Fort Funston bluffs. However, the Modified Project would be required to implement **Mitigation Measures 3.6-3a** and **3.6-3b**, which would reduce the impacts associated with landsliding to less-than-significant levels. These measures include adherence to the construction specifications outlined in the geotechnical report, which include measures to reduce effects related to slope instability, landsliding, and lateral earth pressure, as well as additional slope studies before final Project design.

Conclusion

Implementation of **Mitigation Measures 3.6-1a** through **3.6-3b** included in the EIR/EIS would reduce potentially significant impacts related to geology and soils to less-than-significant levels. The Modified Project would not result in any new or more severe significant impacts than those identified in the certified EIR/EIS. **(Same impact as previously approved project [less than significant with mitigation].)**

3.6 Greenhouse Gas Emissions and Climate Change

3.6.1 Setting

The greenhouse gas (GHG) emissions and climate change setting described in Section 3.7, *Greenhouse Gas Emissions and Climate Change*, of the EIR/EIS remain applicable to the Modified Project. The section provides an overview of existing GHG and climate change conditions within the San Francisco Bay Area Air Basin area, presents the associated regulatory framework, and analyzes potential impacts that would result from construction and operation of the facilities proposed under the Project.

3.6.2 Findings of the EIR/EIS

The EIR/EIS analysis identified that there would be no conflict with an applicable plan, policy, or regulation of an agency adopted for the purpose of reducing the emissions of GHGs. The EIR/EIS analysis determined that less-than-significant impacts with mitigation incorporated related to GHGs and climate change would occur as part of the Project.

3.6.3 Project Change Analysis

Discussion

The Modified Project includes components that could potentially cause additional impacts on GHG emissions in the Project area, primarily due to the use of diesel generators. However, other components of the Modified Project may also produce an incremental change in GHG emissions.

Construction activities associated with the Modified Project (e.g., installing a water recirculation pump, installing habitat restoration sites), excluding the use of diesel generators, would be the same as construction activities described in the EIR/EIS, just at different locations. These activities would result in a negligible net change in long-term baseline conditions and GHG emissions. Therefore, the impacts from these modifications are not discussed further.

As described in Section 3.7.5, *Impact Analysis*, of the EIR/EIS, Project construction would occur over 24–44 months. Most of the Project-related GHG emissions would be generated off-site from construction worker vehicle trips to and from the site and from heavy-duty haul trucks transporting soil, gravel, and debris. Off-road construction vehicle use, including the use of a crane and excavators, would also contribute to construction GHG emissions.

The BAAQMD's Revised Draft Options and Justification Report (BAAQMD 2009) identifies qualitative and quantitative operations-related thresholds of significance for GHG emissions. For projects other than stationary sources, the qualitative threshold is noncompliance with a qualified climate action plan or qualified general plan. The quantitative threshold is annual operational emissions exceeding 1,100 metric tons of carbon dioxide equivalent (CO_2e). For stationary-source projects, the quantitative threshold is 10,000 metric tons of CO_2e per year. No threshold has been established for GHG emissions generated during construction. In the absence of such thresholds, this analysis applies the BAAQMD's threshold of 1,100 metric tons of CO_2e per year

for non-stationary-source projects. However, the Project would not involve installing a stationary source requiring a BAAQMD permit.

Estimated Project construction GHG emissions are presented in **Table 3-2**.

TABLE 3-2
ESTIMATED PROJECT CONSTRUCTION GREENHOUSE GAS EMISSIONS

Construction Activity Source	Year 1	Year 2	Year 3
Off-road Equipment Emissions	192.4	1,575.8	393.7
Vehicle Emissions	700.7	622.4	41.9
Total Construction Emissions	893.1	2,198.2	435.6
Significance Threshold	1,100.0	1,100.0	1,100.0
Significant Impact?	No	Yes	No

SOURCE: ESA 2017

As indicated in Table 3-2, total short-term Project construction-related GHG emissions would be below BAAQMD's quantitative threshold of 1,100 metric tons of CO_2e per year for non-stationary sources in construction years 1 and 3 but would be above this threshold during year 2. Therefore, GHG emissions from Project construction are considered significant during year 2.

As discussed in Section 2.2, *Proposed Modifications to the Project*, the Modified Project would include the use of diesel generators for construction activities associated with the Tunnel. These generators would be used 24 hours a day, 5 days a week, with demand decreasing by 25 percent after the first 6 months of use, for year 2 of construction. One generator would be located at the Fort Funston work area and the other at the Tunnel's east portal; both would be used to power components related to the Tunnel phase of the Project. Although the addition of the diesel generators would increase GHG emissions, the Modified Project would remain below the federal threshold of 25,000 metric tons of CO_2e for adverse environmental impacts from construction-related GHG emissions. However, GHG emissions would still be above the BAAQMD's threshold of 1,100 metric tons per year. Therefore, this impact would still be considered significant for year 2 of construction activities.

Therefore, the Modified Project would be required to implement **Mitigation Measure 3.7-1**, which requires Daly City and its contractors to implement several measures to reduce GHG emissions. The mitigation measure would include limiting idling, requiring the use of B20 biodiesel (which would reduce GHG emissions from generator operation by 20 percent), and requiring Daly City to purchase carbon offsets for any GHG emissions over the 1,100 metric ton per year threshold.

Conclusion

Implementation of **Mitigation Measure 3.7-1** included in the EIR/EIS would reduce potentially significant impacts from construction and operation to less-than-significant levels. The Modified Project would not result in any new or more severe significant impacts than those identified in the

certified EIR/EIS. **(Same impact as previously approved project [less than significant with mitigation].)**

3.7 Hydrology and Water Quality

3.7.1 Setting

The hydrology and water quality setting described in Section 3.9, *Hydrology and Water Quality*, of the EIR/EIS remains applicable to the Modified Project. The section provides an overview of existing hydrology and water quality conditions within the Bay Area, presents the associated regulatory framework, and analyzes potential impacts that would result from construction and operation of the facilities proposed under the Project.

3.7.2 Findings of the EIR/EIS

The EIR/EIS analysis identified significant and unavoidable impacts related to the alteration of coastal landforms. The Project could have substantial adverse effects on local shoreline sand supply, shoreline processes, and localized rates of erosion, and would continue to prevent the bluffs and shoreline from eroding naturally. All other impacts were determined to be less than significant with mitigation incorporated.

3.7.3 Project Change Analysis

Discussion

The Modified Project includes components that could potentially cause additional impacts on hydrology and water quality in the Project area, including the addition of the Pacific Rod and Gun Club work area, modifications to the Fort Funston work area, the Ocean Outlet design, the Canal components, and the installation of the water recirculation pump and habitat restoration sites around Lake Merced.

These potential impacts would arise from additional construction activities around Lake Merced, such as the use of a cofferdam and dewatering for the installation of the water recirculation pump, vegetation removal and planting for the habitat restoration sites, and the addition of staging areas along the Canal and work areas at the Pacific Rod and Gun Club near the bank of Lake Merced. The Modified Project would also include an additional work area in the Fort Funston parking lot and the removal of wing walls from the Ocean Outlet design; these components would be near Funston Beach and the Pacific Ocean and could potentially affect coastal waters and resources.

As mentioned previously, the Modified Project would include additional staging and work areas around Lake Merced and Fort Funston, soil-disturbing activities, and vegetation removal activities required for the installation of the water recirculation pump and the habitat restoration areas. As a discharger, Daly City must comply with the requirements of Order No. 2009-0009-DWQ, as amended by 2010-0014-DWQ and 2012-0006-DWQ, otherwise referred to as the "Construction General Permit." This would require the implementation of a stormwater pollution prevention plan and BMPs to control Project-related runoff. As discussed in the EIR/EIS, the stormwater pollution prevention plan must be designed to address the following objectives:

- All pollutants and their sources, including sources of sediment associated with construction, construction site erosion, and all other activities associated with construction activity are controlled.
- Where not otherwise required to be under a Regional Water Quality Control Board permit, all non-stormwater discharges are identified and either eliminated, controlled, or treated.
- Site BMPs are effective and result in the reduction or elimination of pollutants in stormwater discharges and authorized non-stormwater discharges from construction activity to the applicable defined standard.
- Calculations and design details as well as BMP controls for site run-on are complete and correct.
- Stabilization BMPs are implemented to reduce or eliminate pollutants after construction is completed.

In addition to the requirements of the Construction General Permit, the Modified Project components constructed in the Canal construction area, served by the SFPUC separate storm sewer system, would be subject to compliance with the SFPUC Stormwater Management Plan's measures to minimize stormwater pollution in areas of San Francisco served by separate storm sewer systems. Additionally, in accordance with Article 4.1 of the San Francisco Public Works Code and consistent with SFPUC's Water Pollution Prevention Program, Daly City would be required to develop and implement an Erosion and Sediment Control Plan specifying measures to prevent stormwater pollution and control runoff at each applicable site.

With the implementation of the measures required by the Construction General Permit, the development and implementation of a Stormwater Management Plan and Erosion and Sediment Control Plan, and the restoration of disturbed areas to pre-Project conditions after completion of construction activities, potential impacts of the Modified Project related to increased erosion and stormwater runoff would remain less than significant and temporary.

As discussed previously, the Modified Project would require dewatering activities for the installation of the water recirculation pump. It is not likely that dewatering would generate contaminated water that would require special handling or disposal; however, the contractor would have the necessary facilities (portable water treatment units located in the staging areas) to collect, handle, and treat flows that may be contaminated with cementitious products, silts and sediments, oil and grease from equipment, and other potential contaminants. Discharge water quality would be tested and maintained in accordance with dewatering discharge permit requirements. All Project-related dewatering discharges would be performed in accordance with regulatory requirements, and any necessary permits would be obtained. Therefore, impacts of the Modified Project related to violating water quality standards or degrading water quality due to groundwater discharges during construction dewatering would be less than significant.

Waters isolated within cofferdam areas have a high potential to contain high concentrations of sediment as a result of the level of ground disturbance within the isolated work area. The direct discharge of such waters from the cofferdam areas to Lake Merced could result in localized increases in suspended sediment and turbidity that could persist for the duration of dewatering activities. If the water from the isolated work areas were discharged directly to Lake Merced,

these discharges could violate water quality standards or substantially degrade water quality, resulting in a potentially significant water quality impact. As discussed previously, the Modified Project would include the use of a cofferdam to install the water recirculation pump. However, **Mitigation Measure 3.9-1** would reduce this potential impact on water quality to a less-than-significant level by requiring the implementation of standard BMPs to remove sediment from the dewatering discharge directed to receiving waters, and to control the rate of discharge to prevent adverse effects related to runoff, flooding, and damage to adjacent structures.

Furthermore, as discussed in the EIR/EIS, the Project could conflict with plans, policies, or regulations related to the alteration of coastal landforms or processes adopted to avoid or mitigate environmental effects, resulting in a significant and unavoidable impact. The Project's construction and operation could alter the existing natural beach dynamics and the coastal environment, thereby resulting in altered bluff erosion rates and patterns. Coastal development in California is regulated by the Coastal Commission pursuant to the California Coastal Act. This law stipulates that new developments that could alter natural shoreline processes shall be permitted when required to serve coastal dependent uses, protect existing structures, and only when designed to eliminate or mitigate adverse impacts on local shoreline sand supply (Public Resources Code Section 30235). This law also states that new development must do the following (Public Resources Code Section 30253[b]):

> *[A]ssure stability and structural integrity, and neither create nor contribute significantly to erosion, geologic instability, or destruction of the site or surrounding area or in any way require the construction of protective devices that would substantially alter natural landforms along bluffs and cliffs.*

The Project was designed with wing walls to emulate the reduced bluff recession rates associated with the SFPUC outlet and to reduce the potential for outflanking[2] of the outlet structure. Furthermore, the wing walls were added to address the force of high tides and associated wave action, and other coastal processes, including sea level rise, affecting local beach and bluff erosion rates. However, the Preliminary Coastal Engineering Study did not assess the potential impacts of the recommended wing walls on local coastal processes, such as sediment supply, beach profile alterations, or beach and bluff toe retreat. Although the wing walls would assist with structural integrity, they may substantially alter natural landforms along the bluff face by slowing the rate of erosion (Moffatt and Nichol 2013).

The EIR/EIS concluded, based on the available technical studies, professional opinion, and current projections of sea level rise and coastal erosion, that the Project could have substantial adverse effects on local shoreline sand supply, shoreline processes, and localized rates of erosion, and would continue to prevent the bluffs and shoreline from eroding naturally. Under the Modified Project, based on consultation with the Coastal Commission, the wing walls would be removed from the final design. Additionally, the Modified Project would implement **Mitigation Measure 3.9-2**, which would help ensure that the Project would conform with NPS management policies. This measure would require that the Project design is reasonably assured of surviving its

[2] Basically, going around the side of the structure.

planned lifespan without the need for shoreline control measures. Furthermore, this measure would implement steps to minimize safety hazards and harm to property and natural resources.

However, even with the implementation of **Mitigation Measure 3.9-2** and the removal of the wing walls, the Modified Project may still result in inconsistency with the policies governing local shoreline sand supply and alteration of landforms due to the construction of shoreline protective devices, outlined in California Coastal Act Sections 30235 and 30253. Therefore, this impact would remain significant and unavoidable despite the incorporation of available and feasible mitigation measures. This finding is due in part to the inherent inconsistency between the policies requiring structural integrity with the policy aimed at avoiding shoreline protective devices that would substantially alter natural landforms along bluffs and cliffs.

The Modified Project would also require temporary water supplies to irrigate native plantings for approximately 3 years from water lines operated by the City and County of San Francisco. The proposed plantings would use 2.5 acre-feet of water per year after initial planting until vegetation is established. Additionally, seeded areas may use up to 3.5 acre-feet of water combined in the months immediately after seeding. Given the short-term nature of Project construction and the incremental demand for water during the construction period, the Modified Project would be unlikely to require new water entitlements or new or expanded local water supplies. Therefore, the impact would be less than significant.

Conclusion

Implementation of **Mitigation Measures 3.9-1** and **3.9-2** included in the EIR/EIS would reduce potentially significant impacts from construction and operation. However, impacts would remain significant and unavoidable. The Modified Project would not result in any new or more severe significant impacts than those identified in the certified EIR/EIS. **(Same impact as previously approved project [significant and unavoidable].)**

3.8 Noise and Vibration

3.8.1 Setting

The noise and vibration setting described in Section 3.11, *Noise and Vibration*, of the EIR/EIS remains applicable to the Modified Project. The section provides an overview of existing noise and vibration conditions within the Project area, presents the associated regulatory framework, and analyzes potential impacts that would result from construction and operation of the facilities proposed under the Project.

3.8.2 Findings of the EIR/EIS

The EIR/EIS analysis identified less-than-significant impacts with mitigation incorporated related to noise and vibration would occur.

3.8.3 Project Change Analysis

Discussion

The Modified Project includes components that could potentially cause additional noise and vibration impacts in the Project area, including the use of the Pacific Rod and Gun Club work area, diesel generators, and ventilation fans, and the installation of the water recirculation pump.

As described in Section 3.11.5, *Impact Analysis*, of the EIR/EIS, temporary construction-related noise effects would be significant if any of the following would occur:

- Construction noise audible beyond the property of origin would be generated within Daly City between 10:00 p.m. and 6:00 a.m., as specified in the Daly City Municipal Code.
- Construction activity within San Francisco would generate noise levels in excess of 5 A-weighted decibels (dBA) above the existing ambient noise levels at the nearest property line between the hours of 8:00 p.m. and 7:00 a.m.
- Noise levels from specific non-impact construction equipment operating in San Francisco would exceed 80 dBA at 100 feet.
- Noise levels would exceed 70 dBA (speech interference criterion) at the nearest sensitive receptor (building exterior) for construction activities in one place for more than 2 weeks.
- Construction activities would generate substantial temporary or periodic increase in ambient noise levels in the Project vicinity above levels existing without the Project.

Table 3-3 outlines typical noise levels produced by construction equipment that are expected to be in operation during Project construction.

The Modified Project would require the use of seven diesel generators and two ventilation fans. One generator and fan would be located within the Fort Funston work area and another generator and fan would be located near the Tunnel's east portal adjacent to the Lakewood Apartments. Ventilation fans would not be used between 8:00 p.m. and 7:00 a.m., and diesel generators are expected to be used 24 hours a day, 5 days a week, with a 25 percent reduction in demand after

the first 6 months. The generator and fan at the Fort Funston work area would be approximately 600 feet from the nearest sensitive receptor, and the generator and fan located at the Tunnel's east portal would be 380 feet from the nearest sensitive receptor. The Modified Project would be required to implement **Mitigation Measure 3.11-1,** which would require that stationary noise-generating construction equipment be muffled, enclosed within temporary sheds, and that insulation be used to minimize noise without interfering with construction.

TABLE 3-3
TYPICAL NOISE LEVELS PRODUCED BY CONSTRUCTION EQUIPMENT

Construction Equipment	Noise Levels (dBA, L_{eq} at 50 feet)
Excavator	81
Compactor	83
Impact or Vibratory Pile Driver	101
Crane	81
Loader	79
Drill Rig	79
Air Compressor	78
Ventilation Fan	79
Dump Truck	76
Generator	81

NOTES: dBA = A-weighted decibels; L_{eq} = equivalent continuous sound pressure level.
SOURCE: ESA 2017

With this measure, noise from the diesel generators and ventilation fans would be attenuated by approximately 10 decibels. Therefore, the use of diesel generators and ventilation fans would produce noise levels up to 51 dBA at the nearest sensitive receptor. This would not exceed the San Francisco Noise Ordinance threshold of 80 dBA at 100 feet, and therefore, the impact would not be significant under this threshold. This level also would not exceed the 70 dBA speech interference criterion for 2 or more weeks and would not exceed 5 dBA above the existing ambient noise level of 56 dBA (SF Planning 2022). Additionally, local topography and natural barriers, such as fences and trees, would further reduce construction noise exposure at individual residences and would not exceed regulatory significance thresholds. With the incorporation of **Mitigation Measure 3.11-1**, impacts from the use of diesel generators and ventilation fans would be less than significant.

The Modified Project would also include non-impact construction activities, such as the installation of habitat restoration sites and a water recirculation pump, use of the Pacific Rod and Gun Club and Fort Funston work areas, use of additional staging sites, and the installation of an access ramp along the Canal. These components would include similar construction activities already described in the EIR/EIS and shown in Table 3-3. The loudest source of non-impact noise generated from typical construction activities would be an excavator, generating 81 dBA while removing plants or soil. Noise from construction activities generally attenuates at a rate of 6 decibels (dB) per doubling of distance (Caltrans, 2013). Assuming an attenuation rate of 6 dB per doubling of

distance, the loudest non-impact construction equipment would reach up to 75 dBA at 100 feet. This would not exceed the San Francisco Noise Ordinance threshold of 80 dBA at 100 feet, and therefore, the impact would not be significant under this threshold.

The nearest sensitive receptors to the Modified Project site are the residences approximately 200 feet from North Lake where habitat restoration sites 1–7 are located (see Figure 2-2); 250 feet from the Pacific Rod and Gun Club work area, the additional Canal staging areas, and the access ramp construction site; and 1,600 feet from the recirculation pump site (see Figures 2-1 and 2-3). At these locations, ongoing construction activities could generate noise levels between 51 dBA and 69 dBA over a period of more than 2 weeks. Construction-generated noise levels below the 70 dBA speech interference criterion for a period of 2 or more weeks would result in a less-than-significant impact. Construction noise exposure at individual residences would also be further reduced by local topography and natural barriers, such as intervening structures, fences, and trees. There may be occasional work where the noise level generated at some receptors could exceed 5 dBA above the existing ambient noise level of 60 dBA (SF Planning 2009), but these occurrences would be intermittent and would not constitute a significant impact.

Furthermore, the Modified Project would include the operation of a water recirculation pump, which would be permanently installed along the bank of Lake Merced (see Figure 2-1). As discussed in the EIR/EIS, the maximum sound level that can be expected to be generated by the water recirculation pump would be 84 dBA at a distance of 3 feet. The pump would be enclosed in an underground concrete structure to attenuate the noise generated by the pump. As discussed previously, the water recirculation pump would be located approximately 1,500 feet from the nearest sensitive receptor. Assuming a 10 dB attenuation from the concrete pump enclosure, the maximum combined noise level from the water recirculation pump would reach approximately 20 dBA at the nearest residential property boundary and therefore would have a less-than-significant impact.

In addition to regulatory thresholds, this analysis evaluates the potential for the Modified Project to result in a substantial temporary or periodic increase in ambient noise levels in the Project vicinity above levels existing without the Project. Some land uses are noise-sensitive in ways not addressed by regulatory noise thresholds, such as recreational areas used for passive activities. At Lake Merced and its surrounding recreational amenities, ambient noise levels average between 50 and 60 dBA day-night average sound level (L_{dn}) due to nearby heavily traveled roadways and other urban uses. The ambient noise levels at Fort Funston generally are below 55 dBA L_{dn} (SF Planning 2009). As stated in the EIR/EIS, on-site construction-related activities could result in a significant impact by resulting in a substantial temporary increase in ambient noise levels at Fort Funston above levels existing without the Project. Implementation of **Mitigation Measures 3.11-1** and **3.11-2**, which would require the use of noise control methods and technologies, would reduce this potential impact to a less-than-significant level. However, areas closest to construction staging and work areas could result in a substantial temporary increase above noise levels existing without the Modified Project, which would be a potentially significant impact.

Therefore, on-site construction-related activities could result in a significant impact by creating a substantial temporary increase in ambient noise levels at recreational areas around Lake Merced

and Fort Funston above levels existing without the Project. Implementation of **Mitigation Measures 3.11-1** and **3.11-2**, which would require the use of noise control methods and technologies, would reduce this impact to a less-than-significant level.

The Modified Project may also result in a temporary increase in vibration levels, which would be a potentially significant impact. Non-impact construction activities would occur near homes at the Lakewood Apartments and the Lakeshore neighborhood, which would include the use of a large bulldozer, loaded trucks, excavators, and compactors. These residential receivers would be located 200 feet from the nearest non-impact construction activities. As discussed in the EIR/EIS, at this distance, these receptors would be exposed to vibration levels of up to 60 vibration decibels and 0.004 inch per second peak particle velocity during non-impact construction activities. These vibration levels are below the Federal Transit Administration's construction vibration thresholds for residential land uses and building damage, and therefore, the impact would be less than significant (FTA 2006).

Conclusion

Implementation of **Mitigation Measures 3.11-1** and **3-11.2** included in the EIR/EIS would reduce potentially significant impacts from construction and operation to less-than-significant levels. The Modified Project would not result in any new or more severe significant impacts than those identified in the certified EIR/EIS. **(Same impact as previously approved project [less than significant with mitigation].)**

3.9 Recreation

3.9.1 Setting

The recreation setting from Section 3.13, *Recreation*, of the EIR/EIS remains applicable to the Modified Project. The section provides an overview of existing recreation conditions within the Project area, presents the associated regulatory framework, and analyzes potential impacts that would result from construction and operation of the facilities proposed under the Project.

3.9.2 Findings of the EIR/EIS

The EIR/EIS identified the potential for less-than-significant impacts related to recreational resources.

3.9.3 Project Change Analysis

Discussion

The Modified Project includes components that could potentially cause additional impacts on recreational resources in the Project area, including modifications to the Fort Funston work area, the Ocean Outlet design, and the installation of the habitat restoration sites.

As described in Section 3.13.5, *Impact Analysis*, of the EIR/EIS, the Project would not include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment; this would not change under the Modified Project. The Modified Project does not propose and would not require the construction or expansion of recreational facilities. The Modified Project would not result in a permanent increase in the local population or increased demand for the construction or expansion of recreational facilities due to growth.

The Modified Project may increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated. However, it is not expected that many recreationists would be displaced from recreational areas in the Project vicinity and thereby substantially increase the use of other nearby parks or recreational facilities. During Project construction, traffic and pedestrian access would be rerouted, or in some areas, such as along Funston Beach, would be temporarily restricted.

As discussed in the EIR/EIS, the Fort Funston work area would occupy approximately 4 acres of the more than 100 acres available for dog walking, restricting access to 4 percent of the area. However, under the Modified Project, the work area would be reduced from 4 acres to 2.5 acres, or 2.5 percent of the 100 acres available. The addition of a 0.44-acre concrete fabrication work area within the Fort Funston parking lot would temporarily decrease the availability of parking for recreationists in the vicinity.

As discussed in the EIR/EIS, at the Ocean Outlet work area, a U-shaped sheet pile cofferdam would be placed around the beach outlet structure to form a barrier to exclude the public, including dogs, from the Project construction area. The cofferdam would be positioned so that

beach access would be maintained during construction. However, during times when vehicles and equipment are being transported along the beach, and during construction of the portion of the submarine outfall pipeline that would be replaced, recreationists would avoid or be restricted from this portion of the beach.

Under the Modified Project, the 70-foot and the 100-foot wing walls would be removed from the final design of the Ocean Outlet (see Figure 2-5b). There would also be other small changes to the design elements shown in the EIR/EIS, including additional supports to the anchor outfall pipe. The work area for concrete pumping activities and the overall layout of the disturbed area for construction activities at the Ocean Outlet location would move just north of the disturbed area shown in Figure 2-5a. However, beach access for recreationists would be maintained and temporary avoidance or restrictions would be in place only when vehicles and equipment are being transported along the beach and during the construction of the portion of the submarine outfall pipeline.

Additionally, construction activities associated with the installation of the habitat restoration sites may also temporarily affect the use of recreational facilities around Lake Merced. This would include short-term impacts that would limit access to and the use of the pedestrian path encircling Lake Merced and limiting the areas on South Lake where water recreational activities, such as boating, are available. However, the construction activities associated with the habitat restoration sites would be short-term, and the impacts on recreational facilities at Lake Merced would be temporary. Furthermore, work areas for the habitat restoration sites would be close to the shore, and the overall South Lake open water area would remain available for boating.

A number of additional trails, bicycle routes, and other general recreational resources that would be available are within the Project vicinity and in the overall western San Francisco and Daly City area. The temporary increased use of other local or regional recreational resources that may be attributable to the Modified Project construction would not likely result in substantial physical deterioration of recreation resources, or otherwise result in physical degradation of existing recreation resources. The potential impact on these other recreation resources would not be more significant than outlined in the EIR/EIS.

Therefore, the Modified Project would have a less-than-significant impact relative to a potential increase in the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facilities would occur.

Conclusion

The Modified Project would not result in any new or more severe significant impacts than those identified in the certified EIR/EIS. **(Same impact as previously approved project [less than significant].)**

3.10 Energy Conservation

3.10.1 Setting

The energy conservation setting described in Section 4.2, *Energy Conservation*, of the EIR/EIS remains applicable to the Modified Project. The section provides an overview of existing energy conservation conditions within the Bay Area, presents the associated regulatory framework, and analyzes potential impacts that would result from construction and operation of the facilities proposed under the Project.

3.10.2 Findings of the EIR/EIS

The EIR/EIS analysis identified that no significant impacts related to energy conservation would occur.

3.10.3 Project Change Analysis

Discussion

The Modified Project includes components that could potentially cause additional impacts on energy conservation in the Project area, including the use of diesel generators for construction activities.

As described in Section 4.2.2, *Direct and Indirect Effects*, of the EIR/EIS, the precise amount of petroleum fuel demand that would be required to construct the Project is uncertain. However, it is likely that gasoline and diesel would be used for construction equipment and worker and haul vehicles, comparable to similar construction projects. This consumption would not have a measurable effect on local and regional energy supplies.

As discussed in Section 2.1, *Prior Project Description*, electricity demand during construction would be 1,300 kilowatts, and electricity would be provided to the work area at Fort Funston via a temporary PG&E service connection or by using a portable diesel-powered generator. After certification of the EIR/EIS, Daly City and the NPS determined that the use of a temporary PG&E service connection would not be feasible. Therefore, under the Modified Project, construction activities would be powered by two Tier 4 generators with 80 hp engines. The generators would use diesel fuel and would operate 24 hours a day, 5 days a week, for approximately 18 months, with demand decreasing by 25 percent after the first 6 months.

This energy use would be necessary for the Modified Project, and the use of generators would be short-term and temporary. None of the proposed energy-consuming activities would be wasteful, inefficient, or unnecessary. Additionally, while the EIR/EIS discussed the use of a temporary PG&E service connection, the alternative use of generators was included in Section 2.5.3.4, *Construction Power and Emergency Generators*, of the EIR/EIS. Therefore, the use of these generators would be consistent with previously described activities. The Modified Project would not have a more significant impact on fuel and electrical energy requirements or local and regional energy supplies.

Additionally, the permitting process for the Modified Project would require compliance with all applicable energy-saving policies and standards. As discussed in Section 3.7, *Greenhouse Gas Emissions and Climate Change*, of the EIR/EIS, the California Green Building Standards Code includes a mandatory set of minimum guidelines and more rigorous voluntary measures for energy efficiency and material conservation. Moreover, pursuant to the San Francisco Construction and Demolition Debris Recovery Ordinance, the Modified Project would be required to divert 65 percent of its construction and demolition debris from the landfill. Reusing this diverted debris instead of manufacturing new materials would reduce energy use. Therefore, there would be no impacts on efforts to achieve existing energy standards.

Conclusion

The Modified Project would not result in any new or more severe significant impacts than those identified in the certified EIR/EIS. **(Same impact as previously approved project [no significant impacts].)**

SECTION 4
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GENERAL PLAN REFERRAL NOTE TO FILE

October 7, 2025

CASE NO. 2022-008134GPR
Vista Grande Drainage Basin Improvements Project (721 John Muir)

On September 22, 2022, the Planning Department issued a General Plan Referral (GPR) determination letter for the Vista Grande Drainage Basin Improvements Project, finding the Project on balance in-conformity with the General Plan (case number 2022-008134GPR). The Project is intended to upgrade the Vista Grande storm drain system, which is a regional stormwater system that drains the northwestern portion of Daly City and an unincorporated portion of San Mateo County – areas originally within the watershed of Lake Merced.

Since the GPR determination letter was issued, staff at the San Francisco Public Utilities Commission (SFPUC) and Daly City been working to identify and convey the property rights necessary to implement the Project. Daly City will assume ownership of the existing tunnel and other existing facilities, and will modify those facilities and construct new facilities for the Project. Daly City will need to assume the SFPUC easement for the existing tunnel and acquire new easements for all the facilities that it will own on SFPUC lands. The property rights include:

- Assignment and Assumption of existing tunnel easements on National Park Service and Olympic Club Lands.
- Wetlands Easement
- Box Culvert and Storm Water Outlet Easement
- Wetland Force Main Easement
- Armored Spillway Easements
- Floating and Fan-Shaped Easement
- Overflow Facilities License (50-year term)

This Note to the File clarifies that actions connected to the transfer of property rights that are required in order to implement the Project, including but not limited to the property rights listed above, are integral components of the Project and are consistent with the General Plan and Planning Code Section 101.1 for the reasons set forth in 2022-008134GPR.

Sincerely,

Amnon Ben-Pazi

Amnon Ben-Pazi, Senior Planner

San Francisco Planning

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San Francisco, CA 94103
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GENERAL PLAN REFERRAL

September 22, 2022

Case No.:	2022-008134GPR
Address:	721 John Muir Drive
Block/Lot No.:	7283/004
Project Sponsor:	North San Mateo County Sanitation District
Applicant:	Thomas Piccolotti – (650) 991-8200 tpiccolotti@dalycity.org North San Mateo County Sanitation District 153 Lake Merced Blvd Daly City, CA 94015
Staff Contact:	Patrick Race – (628) 652-7461 patrick.race@sfgov.org

Recommended By: _____

AnMarie Rodgers, Director of Citywide Policy *for*
Rich Hillis, Director of Planning

Finding:	The project, on balance, is **in conformity** with the General Plan.

Project Description

The City of Daly City (Daly City) is proposing to implement the Vista Grande Drainage Basin Improvements Project (Project) in San Mateo and San Francisco counties. Daly City has been working closely with SFPUC to develop and implement the project, which provides mutual benefits to both cities. Much of the land the project will be constructed on is within APN 7283-004, which is owned by the City and County of San Francisco. Daly City is currently coordinating with SFPUC's legal and Real Estate Services Divisions to transfer by deed or ROW the lands within APN 7283-004 to Daly City for the project. However limited portions of the project within this parcel fall within the existing John Muir Drive ROW.

The Project is intended to upgrade the Vista Grande storm drain system, which is a regional stormwater system that drains the northwestern portion of Daly City and an unincorporated portion of San Mateo County – areas originally within the watershed of Lake Merced. In the 1890s, the stormwater system

components, including the Vista Grande Canal and Tunnel, were built to divert stormwater away from the Lake to an outlet at the Pacific Ocean. However, the existing Canal and Tunnel do not have adequate hydraulic capacity to convey peak storm flows, and this periodically causes backup of Tunnel flows into the Canal and flooding during peak storm events in adjacent low-lying residential areas and along John Muir Drive. The upgrades associated with the Project are designed to accommodate severe storm event runoff and prevent this substantial flooding on and around John Muir Drive.

Daly City is proposing the Project to address this storm-related flooding while providing the additional benefit of augmenting the water level of Lake Merced. The region lacks alternative green infrastructure options that would otherwise address the volume of stormwater that the Project seeks to accommodate – the drainage basin watershed comprises existing land uses that are essentially built-out, and any future MS4 stormwater green infrastructure requirements would mirror small scaled in-fill projects aimed at addressing non-point source pollution.

Thus, the purpose of the Project is to provide flood protection for the 25-year/4-hour storm in the lower Vista Grande subbasin while managing water elevations and improving water quality by reusing stormwater beneficially in Lake Merced. The Project has two primary mutually supporting objectives: to address storm-related flooding that periodically occurs as a result of inadequate storm drainage capacity in Daly City's Vista Grande Canal and Tunnel, and to augment water surface levels in San Francisco's Lake Merced for management of both lake volume and water quality. Both Daly City and San Francisco are independently obligated to address these respective issues. The Project represents an approach that would jointly address both agencies' obligations while minimizing disturbance and maximizing the beneficial reuse of stormwater. Two other important objectives of the Project are to improve recreational access and reduce litter transfer and deposition along the beach below Fort Funston by improving the existing ocean outlet structure, and to minimize construction-related costs, habitat disturbance, and disruption to recreational users by maximizing use of existing rights-of-way, easements, and infrastructure.

The Project would consist of the following:

- Partial replacement of the existing Vista Grande Canal to incorporate a gross solid screening device, a constructed treatment wetland, and diversion and discharge structures to route some stormwater (and authorized non-storm water) flows from the Vista Grande Canal to Lake Merced and to allow lake water to be used for summer treatment wetland maintenance, consistent with the Lake Management Plan (LMP);

- Modification of an existing effluent gravity pipeline so that it may be used year-round to convey treated effluent from the nearby North San Mateo County Sanitation District Wastewater Treatment Plant (WWTP) to the existing ocean outlet and diffuser by gravity, and abandoning the force main pipeline;

- Modification of the existing Lake Merced overflow structure to include a siphon that allows water from the Lake to flow into the Canal and Tunnel;

- Replacement of (1) the existing Vista Grande Tunnel to expand its hydraulic capacity and extend its

operating lifetime and (2) the Lake Merced Portal to the Tunnel; and

- Replacement of the existing ocean outlet structure and a portion of the existing 33-inch submarine outfall pipeline that crosses the beach at Fort Funston.

Environmental Review

The project was fully evaluated in the Vista Grande Drainage Basin Improvement Project Environmental Impact Report, certified by the City of Daly City on 12/11/2017, State Clearinghouse Number 2013032001.

General Plan Compliance and Basis for Recommendation

As described below, the proposed ballot box installation is consistent with the Eight Priority Policies of Planning Code Section 101.1 and is, on balance, in conformity with the General Plan.

Note: General Plan Objectives are shown in **BOLD UPPER CASE** font; Policies are in **Bold** font; staff comments are in *italic* font.

RECREATION AND OPEN SPACES ELEMENT

OBJECTIVE 1
ENSURE A WELL-MAINTAINED, HIGHLY UTILIZED, AND INTEGRATED OPEN SPACE SYSTEM

Policy 1.1
Encourage the dynamic and flexible use of existing open spaces and promote a variety of recreation and open space uses, where appropriate.

The proposed project will ensure that the water quality and level of Lake Merced is improved, as well as a better outlet onto the beach at Fort Funston, which will result in an improved and well-maintained recreation and open space system.

Policy 1.4
Maintain and repair recreational facilities and open spaces to modern maintenance standards.

The proposed project will improve recreational access and reduce litter transfer and deposition along the beach below Fort Funston by improving the existing ocean outlet structure, and to minimize construction-related costs, habitat disturbance, and disruption to recreational users by maximizing use of existing rights-of-way, easements, and infrastructure.

Policy 1.10
Ensure that open space is safe and secure for the City's entire population.

The proposed project will alleviate flooding during peak storm events in adjacent low-lying residential areas and along John Muir Drive, ensuring safer access for area users.

OBJECTIVE 4
PROTECT AND ENHANCE THE BIODIVERSITY, HABITAT VALUE, AND ECOLOGICAL INTEGRITY OF OPEN SPACES AND ENCOURAGE SUSTAINABLE PRACTICES IN THE DESIGN AND MANAGEMENT OF OUR OPEN SPACE SYSTEM

Policy 4.1
Preserve, protect and restore local biodiversity.

Policy 4.2
Establish a coordinated management approach for designation and protection of natural areas and watershed lands.

Policy 4.3
Integrate the protection and restoration of local biodiversity into open space construction, renovation, management and maintenance.

Policy 4.4
Include environmentally sustainable practices in construction, renovation, management and maintenance of open space and recreation facilities.

The proposed project will better manage water elevations and improve water quality by reusing stormwater beneficially in Lake Merced, which will benefit local biodiversity. Similarly important objectives of the Project are to improve recreational access and reduce litter transfer and deposition along the beach below Fort Funston by improving the existing ocean outlet structure, and to minimize habitat disturbance.

URBAN DESIGN ELEMENT

OBJECTIVE 1
EMPHASIS OF THE CHARACTERISTIC PATTERN WHICH GIVES TO THE CITY AND ITS NEIGHBORHOODS AN IMAGE, A SENSE OF PURPOSE, AND A MEANS OF ORIENTATION

Policy 1.4
Protect and promote large-scale landscaping and open space that define districts and topography.

The proposed project will protect Lake Merced and the Fort Funston beach open spaces by better regulating lake water level and improving water quality, while also minimizing litter deposit onto the beach.

ENVIRONMENTAL PROTECTION ELEMENT

OBJECTIVE 1
ACHIEVE A PROPER BALANCE AMONG THE CONSERVATION, UTILIZATION, AND DEVELOPMENT OF SAN FRANCISCO'S NATURAL RESOURCES

Policy 1.1
Conserve and protect the natural resources of San Francisco.

Policy 1.2
Improve the quality of natural resources.

Policy 1.3
Restore and replenish the supply of natural resources.

The proposed project will conserve and protect the water level of Lake Merced, increasing water volume and the quality of the water.

OBJECTIVE 5
ASSURE A PERMANENT AND ADEQUATE SUPPLY OF FRESH WATER TO MEET THE PRESENT AND FUTURE NEEDS OF SAN FRANCISCO

Policy 5.4
Promote nonpolluting recreation uses of fresh water lakes and reservoirs.

The proposed project will ensure that adequate water levels and minimized flooding of Lake Merced will continue to provide opportunities for boating and fishing and other recreational opportunities.

COMMUNITY SAFETY ELEMENT

OBJECTIVE 1
REDUCE STRUCTURAL AND NONSTRUCTURAL HAZARDS TO LIFE SAFETY AND MINIMIZE PROPERTY DAMAGE RESULTING FROM FUTURE DISASTERS

Policy 1.10
Examine the risk of flooding due to climate change-related effects, such as storm surges, changes in precipitation patterns, and sea level rise as well as adaptation actions that will reduce population, built environment, and ecosystem vulnerability due to these threats.

The purpose of the Project is to provide flood protection for the 25-year/4-hour storm in the lower Vista Grande subbasin while managing water elevations and improving water quality by reusing stormwater beneficially in Lake Merced.

WESTERN SHORELINE AREA PLAN

OBJECTIVE 5: LAKE MERCED
PRESERVE THE RECREATIONAL AND NATURAL HABITAT OF LAKE MERCED

Policy 5.1
Preserve in a safe, attractive and usable condition the recreational facilities, passive activities, playgrounds and vistas of Lake Merced area for the enjoyment of citizens and visitors to the city.

The Project will maintain the water level of Lake Merced and will improve water quality, ensuring continued and safe recreation and preservation of natural habitat.

OBJECTIVE 9: FORT FUNSTON
CONSERVE THE NATURAL CLIFF ENVIRONMENT ALONG FORT FUNSTON

Policy 9.1
Maximize the natural qualities of Fort Funston. Conserve the ecology of entire Fort and develop recreational uses which will have only minimal effect on the natural environment.

The Project will reconstruct the Fort Funston beach outfall to ensure that minimal litter accumulates and that the natural qualities of Fort Funston are not compromised.

Planning Code Section 101 Findings

Planning Code Section 101.1 establishes Eight Priority Policies and requires review of discretionary approvals and permits for consistency with said policies. The Project is found to be consistent with the Eight Priority Policies as set forth in Planning Code Section 101.1 for the following reasons:

1. That existing neighborhood-serving retail uses be preserved and enhanced and future opportunities for resident employment in and ownership of such businesses enhanced;

   The Project would not have an adverse effect on existing neighborhood-serving retail uses and will not have a negative effect on opportunities for resident employment in and ownership of neighborhood-serving retail.

2. That existing housing and neighborhood character be conserved and protected in order to preserve the cultural and economic diversity of our neighborhoods;

   The storm drainage project is predominantly below ground, and will not impact housing or neighborhood character, and will not impact the cultural and economic diversity of the neighborhood.

3. That the City's supply of affordable housing be preserved and enhanced;

   The Project would not have an adverse effect on the City's supply of affordable housing.

4. That commuter traffic not impede MUNI transit service or overburden our streets or neighborhood parking;

   The Project would not result in commuter traffic impeding MUNI transit service or overburdening the streets

or neighborhood parking in San Francisco County.

5. That a diverse economic base be maintained by protecting our industrial and service sectors from displacement due to commercial office development, and that future opportunities for resident employment and ownership in these sectors be enhanced;

   The storm drainage project does not include office development and does not affect industrial or service sectors.

6. That the City achieve the greatest possible preparedness to protect against injury and loss of life in an earthquake;

   The project has been developed in partnership with SFPUC to supplement water levels in Lake Merced. SFPUC uses Lake Merced as an emergency water supply source, thus the project helps the City's earthquake preparedness.

7. That the landmarks and historic buildings be preserved;

   The Project would not have an adverse effect on the City's Landmarks and historic buildings.

8. That our parks and open space and their access to sunlight and vistas be protected from development;

   The Project would not have an adverse effect on the City's parks and open space and their access to sunlight and vistas.

Finding: The project, on balance, is **in conformity** with the General Plan.

RESOLUTION NO. 17-200

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DALY CITY ADOPTING CERTIFICATION OF FINAL ENVIRONMENTAL IMPACT REPORT/ENVIRONMENTAL IMPACT STATEMENT AND ADOPTING THE FINDINGS OF FACT, A STATEMENT OF OVERRIDING CONSIDERATIONS AND A MITIGATION MONITORING AND REPORTING PROGRAM FOR THE VISTA GRAND DRAINAGE IMPROVEMENT PROJECT

(Vista Grande Drainage Basin Improvement Project)

WHEREAS, the City of Daly City ("City") constructed the Vista Grande Canal and Tunnel in the 1890's in order to divert storm water away from the lake to an outlet at the Pacific Ocean;

WHEREAS, the Vista Grande Canal and Tunnel drains the northwestern portion of Daly City and an unincorporated portion of San Mateo County – areas originally within the watershed of Lake Merced;

WHEREAS, the Ocean Outlet and a portion of the Tunnel are located within Fort Funston, part of the Golden Gate National Recreation Area ("GGNRA"), which is operated under the authority of the National Parks Service ("NPS");

WHEREAS, the existing Canal and Tunnel do not have adequate hydraulic capacity to convey peak storm flows, and this periodically causes backup of Tunnel flows into the Canal and flooding during peak storm events in adjacent low-lying residential areas and along John Muir Drive;

WHEREAS, Daly City has developed the proposed Vista Grande Drainage Basin Improvement Project ("Project") to address the deficiencies of the basin as outlined above;

WHEREAS, the Improvement Project consists of partial replacement of the existing Canal to incorporate a gross solid screening device, an approximately 2.6-acre constructed treatment wetland, and diversion and discharge structures to route some storm water (and authorized non-storm water) flows from the Canal to Lake Merced and to allow lake water to be used for summer treatment wetland maintenance;

WHEREAS, the Improvement Project also consists of the following: (1) Modification of the existing effluent gravity pipeline so that it may be used year-round to convey treated effluent from the nearby Wastewater Treatment Plant owned and operated by the District to the existing outlet and diffuser by gravity, and abandoning the force main pipeline; (2) Modification of the existing lake overflow structure to include an adjustable weir and siphon that allows water from the lake to flow into the Canal and Vista Grande Tunnel; (3) Replacement of the existing Tunnel to expand its hydraulic capacity and extend its operating lifetime and replacement of the Lake Merced Portal to the Tunnel; and (4) Replacement of the existing Ocean Outlet structure and a portion of the existing 33-inch submarine outfall pipeline that crosses the beach at Fort Funston;

WHEREAS, the Project requires review pursuant to the California Environmental Quality Act ("CEQA") (Pub. Resources Code, section 21000 *et seq.*), and the City, as Lead Agency under CEQA, and the NPS, as Lead Agency under the National Environmental Policy Act ("NEPA") prepared a Joint Environmental Impact Report ("EIR") and Environmental Impact Statement ("EIS");

WHEREAS, a Notice of Preparation was released for public and public agency review and comment on February 28, 2013, During the approximately 60-day public scoping period that ended on April 26, 2013, Daly City and the NPS accepted comments from agencies and interested parties identifying environmental issues that should be addressed in the EIR/EIS. Public scoping meetings were held on March 19, 2013 and on March 28, 2013 to receive oral comments and solicit written comments on the scope of the EIR/EIS;

WHEREAS, the City distributed a Notice of Availability for the Draft EIR/EIS on April 29, 2016, which started a 45-day public review period, ending on July 1. 2016. During the 60-day public review period, the City conducted a public meeting on May26, 2016 to provide an opportunity for the public and regulatory agencies to learn about the Project and be informed about how to submit comments on the adequacy and accuracy of the Draft EIR/EIS.

WHEREAS, the Draft EIR/EIS was also submitted to the State Clearinghouse for state agency review (State Clearinghouse No. 2013032001);

WHEREAS, the Final EIR/EIS was released for agency review on September 8, 2017; and

WHEREAS, the City Council held a public hearing on December 11, 2017 to review the Final EIR/EIS for certification; and

WHEREAS, the City Council reviewed all evidence presented both orally and in writing and intends to make certain findings in compliance with CEQA, which are more fully set forth in this Resolution;

NOW, THEREFORE, BE IT RESOLVED by the City Council as follows:

Findings

The City Council hereby makes the following findings of fact:

1. In accordance with the California Environmental Quality Act (CEQA), the City issued a Notice of Completion for a Draft Environmental Impact Report (DEIR) prepared to evaluate the environmental impacts that could result from the General Plan's implementation. The DEIR was submitted to the State Clearinghouse for public dissemination on May 26, 2016.

2. The DEIR was circulated for comment for at least 45 days (from April 29, 2016 to July 1, 2016) in accordance with the requirements of CEQA, and the acceptance of written comments for the required statutory period.

3. During the 60-day public review period, the City conducted a public meeting on May26, 2016 to provide an opportunity for the public and regulatory agencies to learn about the Project and be informed about how to submit comments on the adequacy and accuracy of the Draft EIR.

3. The Final EIR/EIS, incorporating all of the comments and responses to comments was released for agency review on September 8, 2017.

4. According to CEQA Guidelines Section 15093(b), a lead agency may allow the occurrence of significant, unmitigated effects if the Lead Agency finds, in writing, reasons to support the action based on the information in the FEIR. CEQA guidelines further state that in the case of finding there are overriding considerations, the Lead Agency should consider the balance of the benefits of the proposed project against its environmental risks.

5. The City Council finds that the Proposed Project has two primary, mutually supporting objectives to address the storm-related flooding that periodically occurs as a result of inadequate storm drainage capacity in Daly City's Vista Grande Canal and Tunnel, and to augment water surface levels and manage water quality in San Francisco's Lake Merced.

6. The City Council finds that the benefits of the Project in terms addressing storm-related flooding and water levels and water quality in Lake Merced as a whole outweigh the potential unmitigatable impacts cited in the FEIR. This finding is based, on the facts contained in the Statement of Facts Supporting Findings and Statement of Overriding Considerations for the Vista Grande Drainage Basin Improvement Project EIR/EIS as stated in the report titled the *Vista Grande Drainage Basin Improvement Project California Environmental Quality Act Findings: Findings of Fact, Evaluation of Mitigation Measures and Alternatives, and Statement of Overriding Considerations City of Daly City*, as set forth attached as Attachment "A", and hereby incorporated by reference to this Resolution.

BE IT FURTHER RESOLVED by the City Council as follows, based on substantial evidence in the administrative record:

1. Certification:

   a. The Final EIR/EIS has been completed in compliance with the requirements of CEQA and the CEQA Guidelines. (CEQA Guidelines §15090(a)(1))

b. That there was adequate public review of the Draft EIR/EIS, and that the City has considered all comments on the Draft EIR/EIS and responses to comments, and that the Final EIR/EIS adequately discusses all significant issues.

c. The Final EIR/EIS reflects the independent judgment and analysis of the City. (CEQA Guidelines §15090(a)(3))

d. The Final EIR/EIS was presented to the City Council on December 11,2 107, and the City Council has reviewed and considered the information contained in the Final EIR/EIS in the decision-making process. (CEQA Guidelines §15090(a)(2))

e. Therefore, the City Council finds that the Final EIR/EIS has been completed in compliance with the requirements of CEQA and the CEQA Guidelines. (CEQA Guidelines §15090(a)(1)).

2. Significant Impacts:

a. The Final EIR/EIS identifies potentially significant environmental impacts of the proposed Project that can be mitigated to a less-than-significant level. The City Council makes the findings with respect to these significant impacts as set forth in Attachment A. (CEQA Guidelines §15191)

b. The Final EIR/EIS identifies potentially significant environmental impacts of the proposed Project that cannot be mitigated to a less-than-significant level and are thus considered significant and unavoidable. The City Council makes the findings with respect to these significant impacts as set forth in attached Attachment A. (CEQA Guidelines §15191)

c. All other potential impacts identified in the Final EIR/EIS would be less than significant without mitigation. Therefore, further findings are not required for those impacts.

3. Alternatives:

The Final EIR/EIS includes two project alternatives, including the mandatory No Project Alternative. These alternatives are found to be infeasible based on the findings set forth in attached Attachment A. (CEQA Guidelines §15091)

4. Statement of Overriding Considerations:

The adoption of all feasible mitigation measures will not avoid or reduce to a less-than-significant level all potentially significant adverse environmental efforts

caused by the proposed Project. However, the City Council finds that the proposed Project's benefits override and outweigh its unavoidable impacts on the environment, and adopt a Statement of Overriding Considerations, as set forth in attached Attachment A. (CEQA Guidelines §15049 and 15093)

5. Mitigation Monitoring and Reporting Program:

The City Council adopts the Mitigation Monitoring and Reporting Program set forth in the Final EIR, Appendix A-1, as set forth in the attached Attachment A. (CEQA Guidelines §15097).

6. Other Findings and Information:

The documents and other materials which constitute the administrative record of proceedings upon which the City Council bases its recommendations with respect to the Project are located at City Hall, 333 90th Street, Daly City, CA. The custodians of these documents are the City Clerk and Director of Water and Wastewater. (CEQA Guidelines §15091(e))

BE IT FURTHER RESOLVED by the City Council that it certifies the Final EIR/EIS, adopts the Statement of Overriding Consideration and adopts the MMRP, and approves the Vista Grande Basin Improvement Project, based on the findings set forth in this Resolution.

I hereby certify the foregoing to be a true copy of a Resolution adopted by the City Council of Daly City, California, at a regular meeting thereof held on the 11th day of December, 2017, by the following vote of the members thereof:

AYES, and in favor thereof, Councilmembers: Buenaventura, Christensen, Sylvester, Manalo

NOES, Councilmembers: None

Absent, Councilmembers: Guingona

K. Annette Ngoona
CITY CLERK OF THE CITY OF DALY CITY

APPROVED:

JUSLYN C. MANALO
MAYOR OF THE CITY OF DALY CITY

ATTACHMENT "A"

Vista Grande Drainage Basin Improvement Project
California Environmental Quality Act Findings: Findings of Fact, Evaluation of Mitigation Measures and Alternatives, and Statement of Overriding Considerations
City of Daly City

The City of Daly City ("Daly City" or "the City"), as the lead agency, and the National Park Service ("NPS") as the federal lead agency, prepared a joint Environmental Impact Report/Environmental Impact Statement (EIR/EIS) for the Vista Grande Drainage Basin Improvement Project ("Project"). The EIR/EIS was prepared in accordance with the California Environmental Quality Act ("CEQA") and the National Environmental Policy Act ("NEPA") and consists of the Draft EIR/EIS and the Final EIR/EIS. The EIR/EIS analyzes the significant effects of the Project on the environment.

Daly City makes and adopts the following findings of fact and decisions regarding mitigation measures and alternatives, and the statement of overriding considerations, based on substantial evidence in the whole record of this proceeding and under in accordance with CEQA, (Pub. Resources Code, § 21000 et seq.) and Guidelines for Implementation of CEQA ("CEQA Guidelines") (14 California Cal. Code Regs. § 15000 et seq.). Because these findings are based on the CEQA analysis of the Project, most references to the joint EIR/EIS simply refer to the Draft or Final EIR. The NPS is separately responsible for making a decision on its federal actions based on the EIS and the entire record compiled during the joint CEQA and NEPA evaluation process.

This document is organized as follows:

Section I provides a description of the Project proposed for adoption, the environmental review process for the Project, the approval actions to be taken, and the location of records;

Section II identifies the impacts found not to be significant that do not require mitigation;

Section III identifies potentially significant impacts that can be avoided or reduced to less-than-significant levels through mitigation and describes the disposition of the mitigation measures;

Section IV identifies significant impacts that cannot be avoided or reduced to less-than significant levels and describes any applicable mitigation measures as well as the disposition of the mitigation measures;

Section V evaluates the different Project alternatives and the economic, legal, social, technological, and other considerations that support approval of the Project and the rejection of the alternatives, or elements thereof, analyzed; and

Section VI presents a statement of overriding considerations setting forth specific reasons in support of the City's actions and its rejection of the alternatives not incorporated into the Project.

The Mitigation Monitoring and Reporting Program ("MMRP") for the mitigation measures that have been proposed for adoption is attached to these findings as **Attachment A-1**. The MMRP is required by Public Resources Code Section 21081.6 and CEQA Guidelines Section 15091. Attachment A-1 provides a table setting forth each mitigation measure listed in the Final EIR for the proposed Project that is required to reduce or avoid a significant adverse impact. Attachment A-1 also specifies the agency responsible for implementation of each measure and establishes monitoring actions and a monitoring schedule. The full text of the mitigation measures is set forth in Attachment A-1.

These findings are based upon substantial evidence in the entire record before the City. The references set forth in these findings below to certain pages or sections of the Draft EIR or the Response to Comments document ("RTC") in the Final EIR are for ease of reference and are not intended to provide an exhaustive list of the evidence relied upon for these findings.

I. Approval of the Project

A. Project Description

By this action, Daly City adopts and implements the Project identified as the Vista Grande Drainage Basin Improvement Project, to address storm-related flooding in the Vista Grande Drainage Basin (Basin) while providing the additional benefit of augmenting the water level of Lake Merced. The Vista Grande storm drain system drains the northwestern portion of Daly City and an unincorporated portion of San Mateo County – areas originally within the watershed of Lake Merced. In the 1890s, the Vista Grande Canal and Tunnel were built to divert stormwater away from the lake to an outlet at the Pacific Ocean. The Ocean Outlet and a portion of the Tunnel are located within Fort Funston, part of the Golden Gate National Recreation Area ("GGNRA"), which is operated under the authority of the NPS. The existing Canal and Tunnel do not have adequate hydraulic capacity to convey peak storm flows, and this periodically causes backup of Tunnel flows into the Canal and flooding during peak storm events in adjacent low-lying residential areas and along John Muir Drive. The proposed Project would consist of improvements within the Vista Grande Basin storm drain system upstream of the Vista Grande Canal; partial replacement of the existing Canal to incorporate a gross solid screening device, an approximately 2.6-acre constructed treatment wetland, and diversion and discharge structures to route some stormwater (and authorized non-stormwater) flows from the Canal to Lake Merced

and to allow lake water to be used for summer treatment wetland maintenance; modification of the existing effluent gravity pipeline so that it may be used year round to convey treated effluent from the nearby Wastewater Treatment Plant owned and operated by the North San Mateo County Sanitation District to the existing outlet and diffuser by gravity, and abandoning the force main pipeline; modification of the existing lake overflow structure to include an adjustable weir and siphon that allows water from the lake to flow into the Canal and Vista Grande Tunnel; replacement of the existing Tunnel to expand its hydraulic capacity and extend its operating lifetime and replacement of the Lake Merced Portal to the Tunnel; and replacement of the existing Ocean Outlet structure and a portion of the existing 33-inch submarine outfall pipeline that crosses the beach at Fort Funston. Operational components of the Project would include management of water surface elevations in Lake Merced and a Lake Management Plan that would include water quality best management practices, including upstream improvements in the Basin and additional actions, the implementation of which may be triggered during post-Project monitoring. In addition, the Project includes NPS execution of a special use permit for construction activities within GGNRA lands and the expansion of the right-of-way ("ROW") to accommodate the replacement Ocean Outlet structure.

B. Project Objectives

Daly City developed the Project to address the following objectives:

- Improve stormwater drainage of the lower Vista Grande Basin to accommodate peak flows generated by the 25-year design storm;
- Provide a sustainable source of stormwater, establish a target maximum water surface elevation, and implement a Lake Management Plan for management of Lake Merced water quality, groundwater, and surface water elevation;
- Improve recreational access and reduce litter transfer and deposition along the beach below Fort Funston; and
- Maximize use of existing ROWs, easements, and infrastructure to minimize construction-related costs, habitat disturbance, and disruption to recreational users.

C. Environmental Review

In accordance with Sections 15063 and 15082 of the CEQA Guidelines, Daly City, as lead agency, prepared a Notice of Preparation ("NOP") to prepare a joint EIR and EIS for the Project in cooperation with the NPS. The NOP was circulated to local, state, and federal agencies and to other interested parties on February 28, 2013, initiating a public scoping period that extended through June 7, 2013. The NOP provided a general description of the proposed Project, locations, and objectives, and included a preliminary list of the potential environmental impacts related to the following resource topics: aesthetics; air quality; biological resources; cultural and archaeological resources; greenhouse gas emissions; hazards and hazardous materials; hydrology and water quality; land use; noise and vibration; public services and utilities; recreation; socioeconomics and environmental justice; soils, seismicity, and geologic resources; and transportation and traffic.

Pursuant to CEQA Guidelines Section 15083, Daly City held one public scoping meeting on March 28, 2013 at the Doelger Senior Center Café/Kitchen at Westlake Park in Daly City, California. The purpose of the meeting was to present the proposed Project to the public and receive public input regarding the proposed scope of the EIR analysis. Attendees were provided an opportunity to voice comments or concerns regarding potential effects of the Project.

Three members of the public attended the scoping meeting. In addition to comments received from attendees at the scoping meeting, which were summarized in notes taken by meeting organizers, eight comment letters on the NOP were received via mail, e-mail, or fax. One of the comment letters also attached two prior letters regarding prior alternatives analysis and preliminary project design-related documents published by Daly City and the City and County of San Francisco about the proposed Project; to the extent applicable, these also were treated as scoping comments for the EIR. The comments addressed concerns regarding project description, required permits, aesthetics, biological resources, cultural resources, geology and soils, greenhouse gas emissions and climate change, hazards and hazardous materials and public health, hydrology and water quality, consistency with local plans and policies, odors, recreational impacts, transportation, and cumulative impacts.

Daly City then prepared the Draft EIR, which describes the Project and the environmental setting, identifies potential impacts, presents mitigation measures for impacts found to be significant or potentially significant, and evaluates three alternatives to the Project, including a "No Project" alternative. The EIR also considers the cumulative impact of the Project and alternatives in combination with other past, present, and future projects with potential for impacts on the same resources.

Each environmental issue presented in the Draft EIR is analyzed with respect to significance criteria that are based on CEQA Guidelines Appendix G, with some modifications to ensure that anticipated potential effects, such as interference with local utility corridors, would be addressed.

The Draft EIR was circulated to local, state, and federal agencies and to interested organizations and individuals for review and comment on April 28, 2016 for a 60-day public review period that closed on July 1, 2016. Daly City made the Draft EIR available for download its Project website, the address for which was included in all public notices. Paper copies of the Draft EIR were made available for public review at the following locations: (1) the Daly City Office of the City Clerk, 333 90th Street, Daly City, California; and (2) the Westlake Branch of the Daly City Public Library, 275 Southgate Avenue, Daly City, California. Daly City also distributed notices of availability of the Draft EIR on April 28, 2016; issued a news release on April 29, 2016; and posted notices at locations within the Project area on May 2, 2016.

During the 60-day public review period, Daly City conducted a public meeting to provide an opportunity for the public and regulatory agencies to learn about the project and be informed about how to submit comments on the adequacy and accuracy of the Draft EIR. The public meeting was held on May 26, 2016 at City Council Chambers, 333 90th Street, Daly City. One member of the public attended the public meeting, but no comments addressing the adequacy of the Draft EIR content were raised at the meeting.

During the Draft EIR public review period, Daly City received seven comment letters. Four agencies provided comments: the U.S. Environmental Protection Agency (USEPA), the California State Lands Commission, the California Department of Transportation (Caltrans), and the San Francisco Public Utilities Commission (SFPUC). Three organizations and private entities also commented: California Trout, Golden Gate Audubon Society, and the Olympic Club.

The Final EIR, published on September 8, 2017, included copies of all of the comments received on the Draft EIR as well as individual responses to those comments. The Final EIR provided additional, updated information and clarification on issues raised by commenters, as well as the consultant and the lead and responsible agencies. The City reviewed and considered the Final EIR, which includes the Draft EIR and the RTC document. In certifying the Final EIR, Daly City determined that the Final EIR does not add significant new information to the Draft EIR that would require recirculation of the EIR under CEQA Guidelines Section 15088.5 because the Final EIR contains no information revealing (1) a new significant environmental impact that would result from the Project or from a new mitigation measure proposed to be implemented, (2) a substantial increase in the severity of a previously identified environmental impact, (3) a feasible project alternative or mitigation measure considerably different from others previously analyzed that would clearly lessen the environmental impacts of the Project, but that was rejected by the Project's proponents, or (4) that the Draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded.

The Final EIR fully analyzed the Project proposed for approval herein. No new impacts have been identified that have not been analyzed in the Final EIR.

D. Approval Actions

1. City of Daly City Actions

- Certify the Final EIR
- Adopt these CEQA findings, Statement of Overriding Considerations, and the Mitigation Monitoring and Reporting Program
- Approve the Vista Grande Drainage Basin Improvement Project
- Authorize the North San Mateo County Sanitation District to implement wastewater-related components of the Project

2. North San Mateo County Sanitation District

The North San Mateo County Sanitation District is a Responsible Agency for the Project and its Board of Directors will separately consider taking the following actions and approvals to implement the aspects of the Project under its jurisdiction.

- Adopt CEQA findings, Statement of Overriding Considerations, and the Mitigation Monitoring and Reporting Program
- Approve wastewater-related components of Project

3. City and County of San Francisco

The City and County of San Francisco is a Responsible Agency for the Project and separately will consider taking the following actions and approvals to implement the aspects of the Project under San Francisco jurisdiction.

San Francisco Board of Supervisors:

- Adopt CEQA findings, Statement of Overriding Considerations, and the Mitigation Monitoring and Reporting Program
- Convey ownership of Vista Grande Tunnel and easement to Daly City

San Francisco Public Utilities Commission:

- Approve the Lake Management Plan, including selecting a target water surface elevation at which to manage the lake
- Approve necessary conveyances (e.g., easements, leases, and land transfers)

Additionally, the SFPUC Wastewater Enterprise, Department of Public Works, Department of Parking and Traffic, Recreation and Parks Department, and the Municipal Transportation Agency MUNI Street Operations Division would rely on the certified EIR for issuance of any discretionary permits or approvals for the Project.

4. State Agencies

Implementation of the Project and mitigation measures will involve consultation with/required approvals by state regulatory agencies, including:

- California Coastal Commission
- State Water Resources Control Board
- San Francisco Bay Regional Water Quality Control Board
- California Department of Fish and Wildlife
- California State Lands Commission
- California Department of Transportation
- State Historic Preservation Officer

E. Record of Proceedings

For purposes of CEQA and these Findings, the Record of Proceedings consists of the following documents, at a minimum:

- The NOP and all other public notices issued by Daly City in conjunction with the proposed Project;
- The Draft EIR and Final EIR, including appendices and technical studies included or referenced in the Draft EIR and Final EIR;

- All comments submitted by agencies or members of the public during the public review period on the Draft EIR;
- All comments and correspondence submitted to Daly City with respect to the proposed Project, in addition to timely comments on the Draft EIR;
- Any minutes and/or transcripts of all information sessions, public meetings, and public hearings held by Daly City in connection with the Project;
- Any documentary or other evidence submitted to Daly City at such information sessions, public meetings, and public hearings;
- The Daly City General Plan and the Daly City Municipal Code provisions cited in materials prepared by or submitted to Daly City;
- Any and all resolutions adopted by Daly City regarding the Project, and all staff reports, analyses, and summaries related to the adoption of those resolutions;
- Matters of common knowledge to Daly City, including but not limited to federal, state, and local laws and regulations;
- Any additional documents expressly cited in the Draft EIR and Final EIR and these findings; and
- Any other materials required for the record of proceedings by Public Resources Code section 21167.6(e).

The City has relied on all of the documents listed above in reaching its decisions on the Project even if not every document was formally presented to Daly City Staff as part of the files generated in connection with the Project.

Without exception, any documents set forth above not found in the Project files fall into one of two categories. Many of them reflect prior planning or legislative decisions with which the City Council was aware in approving the Project. (See *City of Santa Cruz v. Local Agency Formation Commission* (1978) 76 Cal.App.3d 381, 391-392; *Dominey v. Department of Personnel Administration* (1988) 205 Cal.App.3d 729, 738, fn. 6.) Other documents influenced the expert advice provided to Daly City Staff or consultants, who then provided advice to the City Council as the final decision-making body. For that reason, such documents form part of the underlying factual basis for the Council's decisions relating to approval of the Project. (See Pub. Resources Code, § 21167.6 (e)(10); *Browning-Ferris Industries v. City Council of City of San Jose* (1986) 181 Cal.App.3d 852, 866; *Stanislaus Audubon Society, Inc. v. County of Stanislaus* (1995) 33 Cal.App.4th 144, 153, 155.)

The documents constituting the record of proceedings are available for review by responsible agencies and interested members of the public during normal business hours at the Office of the City Clerk, 333 90th Street, Daly City, California.

F. Certification of EIR

In accordance with CEQA and the CEQA Guidelines, Daly City hereby certifies that the EIR has been completed in compliance with CEQA and the CEQA Guidelines. The City has reviewed and

considered the information in the record and the EIR prior to recommending approval of any element of the Project. By making these findings, the City confirms that the EIR is adequate to support the approval of the Project and the City ratifies and adopts the findings and conclusions of the EIR, as supplemented and modified by the findings contained herein.

G. Findings about Significant Environmental Impacts and Mitigation Measures

The following Sections II, III, and IV set forth Daly City's findings about the Final EIR's determinations regarding significant environmental impacts and the mitigation measures proposed to address them. These findings provide the written analysis and conclusions of the City regarding the environmental impacts of the Project and the mitigation measures included as part of the Final EIR and adopted by the City as part of the Project. To avoid duplication and redundancy, and because the City agrees with, and hereby adopts, the conclusions in the Final EIR, these findings do not repeat the analysis and conclusions in the Final EIR, but instead incorporate them by reference herein and rely upon them as substantial evidence supporting these findings.

In making these findings, the City has considered the opinions of City staff and experts, other agencies, and members of the public. The City finds that the determination of significance thresholds is a judgment decision within the discretion of the City of Daly City; the significance thresholds used in the EIR are supported by substantial evidence in the record, including the expert opinion of the EIR preparers and City staff; and the significance thresholds used in the EIR provide reasonable and appropriate means of assessing the significance of the adverse environmental effects of the Project. Thus, although, as a legal matter, the City is not bound by the significance determinations in the EIR (see CEQA § 21082.2(e)), the City finds them persuasive and hereby adopts them as its own.

These findings do not attempt to describe the full analysis of each environmental impact contained in the Final EIR. Instead, a full explanation of these environmental findings and conclusions can be found in the Final EIR and these findings hereby incorporate by reference the discussion and analysis in the Final EIR supporting the determination regarding the Project impacts and mitigation measures designed to address those impacts. In making these findings, the City ratifies, adopts, and incorporates in these findings the determinations and conclusions of the Final EIR relating to environmental impacts and mitigation measures, except to the extent any such determinations and conclusions are specifically and expressly modified by these findings.

As set forth below, the City adopts and incorporates all of the mitigation measures set forth in the Final EIR to substantially lessen or avoid the potentially significant and significant impacts of the Project. The impact numbers and mitigation measure numbers used in these findings reflect the information contained in the Final EIR.

In the Sections II, III, and IV below, the same findings are made for a category of environmental impacts and mitigation measures. Rather than repeat the identical finding dozens of times to address each and every significant effect and mitigation measure, the initial finding obviates the

need for such repetition because in no instance is the City rejecting the conclusions of the Final EIR or the mitigation measures recommended in the Final EIR for the Project.

II. Impacts Found Not to Be Significant and Thus Not Requiring Mitigation

Under CEQA, no mitigation measures are required for impacts that are less than significant. (CEQA, § 21002; CEQA Guidelines, §§ 15126.4 (a)(3), 15091.) The Final EIR identified impacts found not to be significant for each component of the Vista Grande Drainage Basin Improvement Project. Based on the evidence in the whole record of this proceeding, Daly City finds that implementation of the Project will not result in any significant impacts in the following areas and that these impact areas therefore do not require mitigation. The City notes that NPS, the federal lead agency under NEPA, has discretion to require and adopt mitigation for impacts not found to be significant in the CEQA analysis of the Project. Such mitigation is represented in the MMRP as being required by NPS, and is not relevant to the determination of significance under CEQA of the impacts listed below.

Aesthetics

Impact AES-1: Project construction would not result in a substantial adverse impact on a scenic vista or scenic resource, or on the visual character or quality of the site or its surroundings.

Impact AES-2: Project operation would not result in a substantial adverse impact on a scenic vista, scenic resource, or on the visual character or quality of the site or its surroundings.

Impact AES-4: Project operation would not result in a new source of substantial light or glare that would adversely affect day or nighttime views in the area.

Air Quality

Conflict with or obstruct implementation of the applicable air quality plan (no impact).

Impact AIR-3: The Project would not expose sensitive receptors to substantial pollutant concentrations.

Impact AIR-4: The Project would not create objectionable odors affecting a substantial number of people.

Biological Resources

Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan (no impact).

Impact BIO-11: Project operation would not adversely affect species identified as candidate, sensitive, or special-status wildlife species in local or regional plans, policies, or regulations, or by the CDFW or USFWS.

Impact BIO-13: Project operation would not adversely affect resident fisheries and fish habitat associated with Lake Merced.

Impact BIO-14: Project operation would not adversely affect wetland habitats and other waters of the United States associated with Lake Merced.

Geology and Soils

Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater (no impact).

Greenhouse Gas Emissions and Climate Change

Conflict with an applicable plan, policy, or regulation of an agency adopted for the purpose of reducing the emissions of GHGs (no impact).

Hazards and Hazardous Materials

Emit Hazardous Emissions or Handle Hazardous or Acutely Hazardous Materials, Substances, or Waste Within 0.25 Mile of an Existing or Proposed School (no impact).

Be Located on a Site that is Included on a List of Hazardous Materials Sites Compiled Pursuant to Government Code Section 65962.5 and, as a Result, Create a Significant Hazard to the Public or the Environment (no impact).

Be Located within an Airport Land Use Plan or in the Vicinity of a Private Airstrip (no impact).

Expose People or Structures to a Significant Risk of Loss, Injury, or Death Involving Fires (no impact).

Impact HAZ-1: Project construction could create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials.

Impact HAZ-4: Project operation would not increase human exposure to vector-borne diseases as a result of implementation.

Hydrology and Water Quality

Placement of Housing within a 100-Year Flood Zone (no impact).

Exposure to Flooding from Failure of a Levee or Dam (no impact).

Impact HYD-2: The Project could deplete groundwater supplies or interfere substantially with groundwater recharge.

Impact HYD-3: The Project could alter existing drainage patterns, causing downstream erosion or siltation.

Impact HYD-4: The Project would not place within a 100-year flood hazard area structures that would impede or redirect flood flows.

Impact HYD-5: The Project could alter existing drainage patterns and increase the potential for flooding and could expose people or structures to a significant risk of loss, injury or death involving flooding or could result in increased stormwater runoff which would exceed the capacity of existing or planned stormwater drainage systems.

Impact HYD-6: Project maintenance could violate water quality standards and/or waste discharge requirements, provide substantial additional sources of polluted runoff, or otherwise substantially degrade water quality in Lake Merced.

Impact HYD-7: The Project would not expose people or structures to a significant risk of loss, injury, or death involving inundation by seiche, tsunami, or mudflow.

Impact HYD-8: Project operation could violate water quality standards, waste discharge requirements, provide substantial additional sources of polluted runoff or otherwise substantially degrade water quality in Lake Merced.

Land Use and Planning

Physically divide an established community (no impact).

Conflict with any applicable habitat conservation plan or natural community conservation plan (no impact).

Noise and Vibration

For a project located within an airport land use plan area, or, where such a plan has not been adopted, in an area within 2 miles of a public airport or public use airport, expose people residing or working in the area to excessive noise levels (no impact).

For a project located in the vicinity of a private airstrip, expose people residing or working in the project area to excessive noise levels (no impact).

Impact NOI-3: Project operation would not expose receptors to noise levels in excess of the San Francisco Noise Ordinance; would not expose persons to excessive groundborne vibration or groundborne noise levels; and would not result in a substantial permanent, temporary, or periodic increase in ambient noise levels in the Project vicinity above existing levels.

Recreation

Include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment (no impact).

Impact REC-1: Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated.

Population and Housing

Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure) (no impact).

Displace substantial numbers of existing housing units, necessitating the construction of replacement housing elsewhere (no impact).

Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere (no impact).

Transportation and Traffic

Conflict with an applicable congestion management program, including but not limited to LOS standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways (no impact).

Result in a change in air traffic patterns, including either an increase in traffic levels or a change in locations that results in substantial safety risks (no impact).

Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (no impact).

Impact TRA-2: Project operation and maintenance would cause some temporary increases in traffic volumes on area roadways, but would not substantially conflict with the performance of the circulation system or with plans, ordinances, or policies pertaining to the performance of the circulation system.

Impact TRA-3: Project construction would not impair access to adjacent roadways and land uses, or impede emergency access.

Impact TRA-4: Project construction would not conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities.

Utilities and Service Systems

Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects (no impact).

Require or result in the construction of new stormwater drainage facilities or the expansion of existing facilities, the construction of which could cause significant environmental effects (no impact).

Impact UTIL-1: The Project would not exceed wastewater treatment requirements of the San Francisco Regional Water Quality Control Board nor result in a determination by a wastewater treatment provider that it has inadequate capacity to serve the Project's projected demand in addition to the provider's existing entitlements.

Impact UTIL-2: The Project would not require more water supply than would be available through existing entitlements and resources, nor would it require new or expanded water supply resources or entitlements.

Impact UTIL-3: Project construction would not result in a substantial adverse effect related to landfill capacity.

Impact UTIL-4: The Project would not result in a substantial adverse effect related to compliance with federal, State, and local statutes and regulations pertaining to solid waste.

Impact UTIL-5: Project construction could result in a substantial adverse effect related to disruption of utility operations or accidental damage to existing utilities.

III. Findings of Potentially Significant Impacts That Can Be Avoided or Reduced to a Less-than-Significant Level through Mitigation, and the Disposition of the Applicable Mitigation Measures

CEQA requires agencies to adopt mitigation measures that would avoid or substantially lessen a project's identified significant impacts or potential significant impacts if such measures are feasible (unless mitigation to such levels is achieved through adoption of a project alternative). The findings in this Section III and in Section IV concern mitigation measures set forth in the EIR. The full text of the mitigation measures is contained in the Final EIR and in Attachment A-1, the Mitigation Monitoring and Reporting Program. Daly City recognizes that some of the mitigation measures are partially within the jurisdiction of other agencies, including the SFPUC and NPS. The City urges these agencies to assist in implementing these mitigation measures, and finds that these agencies can and should participate in implementing these mitigation measures.

Aesthetics

Impact AES-3: Project construction could result in a new source of substantial light or glare that would adversely affect day or nighttime views in the area.

It is anticipated that tunneling activities could occur 24 hours per day in two to three shifts, and construction of the replacement pipe section and piers on the beach would necessitate 24-hour work over a period of several days to one week. Construction would create a new temporary source of nighttime lighting in the immediate area and the light and glare effects from Project construction could be substantial.

> **Mitigation Measure 3.4-9: Night Lighting Minimization**
>
> All construction nighttime lighting shall be fully shielded and focused downward to ensure that no significant illumination passes beyond immediate work area or vertically into the sky. Warm colored light shall be used where feasible.

Air Quality

Impact AIR-1: The Project would not violate any air quality standard or contribute substantially to an existing or projected air quality violation. Without appropriate dust controls, dust emissions generated within federally administered areas could contribute to the SFBAAB's existing PM10 and PM2.5 non-attainment status, a potentially significant impact.

> **Mitigation Measure 3.3-1: Dust Control Plan Implementation**
>
> All elements of the Dust Control Plan required for work within San Francisco shall also be implemented for work occurring at Fort Funston. At a minimum this Plan shall include watering of exposed surfaces, covering of haul trucks, and sweeping of visible mud or dirt on adjacent public roads.

Impact AIR-2: The Project could result in a cumulatively considerable net increase of ozone, PM10, or PM2.5 (for which the SFBAAB is in non-attainment), including releasing emissions which exceed quantitative thresholds for ozone precursors. Construction activities would result in cumulatively significant fugitive dust emissions.

> See **Mitigation Measure 3.3-1: Dust Control Plan Implementation**

Biological Resources

Impact BIO-1: Project construction could have a substantial adverse effect either directly or through habitat modifications, on plant species identified as sensitive or special-status in local or regional plans, policies, or regulations, or by the CDFW or USFWS. Project construction activities including materials and equipment staging at multiple sites within at Fort Funston associated with the Vista Grande Tunnel and Ocean Outlet replacement, maintenance on and use of the Avalon Canyon Road beach access route, and construction of the Impound Lake discharge structure could result in impacts to special-status plant populations and their supporting vegetation communities.

Mitigation Measure 3.4-1: Avoidance, minimization, and compensation for impacts to special-status plants

A qualified botanist shall conduct appropriately timed floristic preconstruction surveys for special-status plant species with a moderate or high potential to occur in the study area, and for species known to be present in the study area, in all suitable habitat that would be potentially disturbed by the Project within the year of initiation of ground disturbance. If special-status plants are found during surveys, a reporting and avoidance/relocation/compensation program shall be conducted as described in this measure.

Impact BIO-2: Project construction could have a substantial adverse effect either directly or through habitat modifications, on reptile species identified as special-status in local or regional plans, policies, or regulations, or by the CDFW or USFWS. Construction of the Lake Merced overflow structure in South Lake and the outlet structure on the bank and within waters of Impound Lake could adversely affect the western pond turtle by direct mortality, should it be present, which would be a significant impact.

Mitigation Measure 3.4-2: Worker Training Worker Environmental Awareness Program Training

A Project-specific Worker Environmental Awareness Program (WEAP) training shall be developed and implemented by a qualified biologist and attended by all Project personnel prior to beginning work onsite.

Mitigation Measure 3.4-2b: Avoidance and Minimization Measures for Western Pond Turtle

During construction at the Lake Merced overflow structure in South Lake, construction at the outlet structure on the bank and within waters of Impound Lake, and during installation of the in-lake treatment infrastructure a qualified biological monitor shall be present during vegetation removal and the installation of exclusion fencing and cofferdam at Impound Lake.

Impact BIO-3: Project construction could have a substantial adverse effect either directly or through habitat modifications, on migratory birds and/or on bird species identified as special-status in local or regional plans, policies, or regulations, or by the CDFW or USFWS. Construction activities could disrupt birds attempting to nest in the vicinity of the Project site, disrupt parental foraging activity, or displace mated pairs with territories in the Project vicinity.

Mitigation Measure 3.4-3: Nesting Bird Protection Measures

Construction activities that may compromise breeding birds or the success of their nests shall be conducted outside of nesting season. If construction cannot be avoided during nesting season, a qualified wildlife biologist shall conduct preconstruction nesting surveys within 7 days prior to the start or resumption of construction after any breaks of 14 days or more. If active nests are located during the preconstruction bird nesting surveys, a qualified biologist shall conduct an evaluation and monitoring program as described in this measure.

Impact BIO-4: Project construction could have a substantial adverse effect either directly or through habitat modifications, on bats identified as special-status in local or regional plans, policies, or regulations, or by the CDFW or USFWS. Clearing vegetation (including trees) and removing structures in support of Project construction could result in direct mortality of special-status bats roosting in tree cavities, under bark, and in structures within the Project site. Direct mortality of special-status bats would be a significant impact. Additionally, common bats may establish maternity roosts in these same locations which are protected under CEQA.

Mitigation Measure 3.4-4: Avoidance and Minimization Measures for Special-Status Bats

A preconstruction survey for special-status bats shall be conducted by a qualified biologist in advance of tree and structure removal within the project site to characterize potential bat habitat and identify active roost sites. Should the preconstruction survey find no bat habitat or bat roosting sites then no further action is required. Should potential roosting habitat or active bat roosts be found in trees and/or structures to be removed under the project, Daly City shall implement avoidance and minimization measures as described in this measure.

Impact BIO-5: Project construction could have a substantial adverse effect on central dune scrub, a sensitive natural community identified by the CDFW. Impacts to central dune scrub are expected to occur during Project-related improvements to the Avalon Canyon access road and through use of the proposed staging area at Fort Funston where approximately 0.497-acre of central dune scrub is present on the eastern and southern boundaries. In addition, restored central dune scrub has been established near Impound Lake where the outlet structure is proposed; however, the Project facilities are not located in areas where central dune scrub has been mapped.

Mitigation Measure 3.4-5: Avoidance, minimization, and compensation for impacts to central dune scrub.

Concurrent with focused botanical surveys, prior to establishing staging areas or beginning construction activities, areas of central dune scrub vegetation within the Project footprint and within a 50-foot buffer adjacent to the Project footprint shall be mapped by a qualified botanist. To the extent feasible, Project elements shall be designed to avoid and minimize impacts to central dune scrub as described in this measure.

Impact BIO-6: Project construction would not have a substantial adverse effect on upland vegetation communities identified in local or regional plans, policies, regulations, or by the CDFW or USFWS. Trees that may be impacted by the Project during construction occur in an area managed by the San Francisco Department of Public Works (SFDPW) or located on San Francisco owned land. Such areas are subject to Article 16, Section 808 of the Public Works Code as designated street or significant trees.

Mitigation Measure 3.4-6: Implement Tree Protection Measures and Plant Replacement Trees

A certified arborist shall perform a tree survey of the Project prior to construction to identify trees to be removed, trimmed, or retained and that shall need to be protected during construction. Trees to be trimmed or retained under the Project shall be protected

during construction by measures determined by the certified arborist, and trees to be removed shall follow SFDPW tree removal permit process as described in this measure.

Impact BIO-7: Project construction would have a substantial adverse effect on sensitive communities identified in local or regional plans, policies, regulations, or by CDFW or USFWS through the introduction or spread of invasive plants. Project construction activities could contribute to the spread of invasive plants and introduce new invasive plants to the study area through earth moving, transport of vehicles, equipment and materials, and unanticipated sediment dispersal during rain events which would be a significant impact.

Mitigation Measure 3.4-7a: Control Measures for Spread of Invasive Plants

Construction best management practices shall be implemented in all construction areas to prevent the spread of invasive plants, seed, propagules, and pathogens as described in this measure.

Mitigation Measure 3.4-7b: Post-Construction Treatment of Upland Areas

Upon completion of final grading, and in order to prevent the establishment and spread of invasive plant species in upland areas temporarily disturbed by construction activities, hydroseed or broadcast seed of a native plant seed mix shall be applied to upland areas disturbed during construction as described in this measure.

Impact BIO-8: Project construction could have a substantial adverse effect on wetlands and other jurisdictional waters. Project impacts to these potential jurisdictional features would involve temporary and permanent discharges of structures and/or fill within waters and wetlands, and/or alterations of the bed and/or banks of a lake or stream, to accommodate Project activities.

Mitigation Measure 3.4-8a: Wetland Avoidance and Protection

Access roads, work areas, and infrastructure shall be sited to avoid and minimize direct and indirect impacts to wetlands and waters to the extent feasible. Where work will occur on the Project adjacent to state and federal jurisdictional wetlands and waters, protection measures shall be applied to protect these features as described in this measure.

Mitigation Measure 3.4-8b: Compensation for Impacts to Wetlands and Riparian Habitat

To offset temporary impacts, restoration to pre-project conditions shall be conducted, as required by regulatory permits. To offset unavoidable permanent impacts to jurisdictional wetlands, waters, and to riparian habitat, compensatory mitigation shall be provided as required by regulatory permits as described in this measure.

Impact BIO-9: Project construction could impede movement of native resident fish species. A variety of common fish species reside in Lake Merced and could be adversely affected by in-water work at the lake associated with the Project.

See **Mitigation Measure 3.4-2b: Avoidance and Minimization Measures for Western Pond Turtle**

Impact BIO-10: Project construction could interfere substantially with the movement of native resident or migratory species or with established native resident or migratory corridors, or impede the use of nursery sites. Construction activities associated with the Ocean Outlet and the submarine outfall on Ocean Beach and those associated with the Fort Funston tunnel shaft staging and work area could adversely impact birds migrating along the Pacific Flyway and nearby resident wildlife with the introduction of night lighting into an otherwise dark environment.

See **Mitigation Measure 3.4-9: Night Lighting Minimization**

Impact BIO-12: Project operation could adversely affect central dune scrub, thimbleberry, wax myrtle, and canyon live oak scrub, and Vancouver rye grassland associated with Lake Merced. Loss of central dune scrub would be less than 1 percent under the Project and canyon live oak would be unaffected. Wax myrtle scrub would be unaffected by increased lake levels up to 9 feet City Datum but would incur a 12.50 percent loss at a 10 feet City Datum WSE, which would be considered significant. Thimbleberry scrub occurs above 13 feet City Datum and would not be inundated by rising water surface elevations under any scenario. Vancouver rye grassland would incur losses below 10 percent with an increase in lake levels up through 9 feet City Datum but would experience significant impacts at 10 feet where there would be a 46.15 percent loss (i.e., if the target maximum of 9.5 WSE was selected).

Mitigation Measure 3.4-10a: Lake Level Management

The Lake Merced overflow weir in South Lake shall be set at no greater than 9 feet City Datum to prevent lake water surface elevation from having significant effects on wax myrtle scrub, Vancouver rye grassland, and eucalyptus forest. Should an operating WSE above 9 feet City Datum be selected or an extreme storm event requires temporary storage in Lake Merced that would increase WSE above 9 feet City Datum for more than 14 days (at which time vegetation die-off could occur), Mitigation Measure 3.4-10b is required.

Mitigation Measure 3.4-10b: Compensation for Loss of Sensitive Communities at Lake Merced

If 9.5 feet City Datum is selected as the target maximum WSE and Lake Merced water levels are not maintained at or below 9 feet City Datum during normal operations, or a storm event requires storage in Lake Merced that would increase WSE above 9 feet City Datum for more than 14 days for wax myrtle scrub and Vancouver rye grassland or for more than one month for blue gum eucalyptus forest, a resurvey of these sensitive vegetation communities around the Lake Merced shoreline to which a significant impact is predicted to occur (i.e., more than 10 percent loss) shall be performed post-inundation to determine actual percent loss.

An onsite revegetation and restoration plan as described in Mitigation Measure 3.4-10b shall be prepared to compensate for the affected sensitive vegetation communities and habitat lost (in excess of 10 percent) with a maintained WSE above 9 feet City Datum for 14 days or more for wax myrtle scrub and Vancouver rye grassland and for one month or more for eucalyptus forest.

Impact BIO-15: Project operation could adversely affect native wildlife nursery sites associated with Lake Merced. Water level increases above 9 feet City Datum under the Project that persist

for more than one month (i.e., with a target maximum WSE of 9.5 feet) would result in the change in habitat attributed to the Project in excess of 10 percent which would be considered a significant impact on these wildlife nursery sites.

See **Mitigation Measure 3.4-10a: Lake Level Management**

See **Mitigation Measure 3.4-10b: Compensation for Loss of Sensitive Communities at Lake Merced**

Cultural and Paleontological Resources

Impact CUL-2: The Project could cause a substantial adverse change in the significance of an archaeological resource, including shipwrecks. While unlikely, ground-disturbing activities could expose and cause impacts on unknown archaeological resources or shipwrecks, which would be a potentially significant impact. The existing outlet is approximately 900 feet north of the shipwreck remains of the 1882 schooner *Neptune* from 1900.

Mitigation Measure 3.5-3: Inadvertent Discovery of Archaeological Resources or Shipwrecks.

If construction activities result in the inadvertent discovery of an archaeological resource, measures regarding training construction personnel, and notification, inspection, preservation, and treatment requirements are discussed in this measure.

Impact CUL-3: Project construction could disturb human remains. Project construction could result in direct impacts to previously undiscovered human remains during earthmoving activities.

Mitigation Measure 3.5-4: Inadvertent Discovery of Human Remains.

If construction activities result in the inadvertent discovery of human remains, measures associated with compliance of applicable state laws regarding the treatment of such remains are described in this measure.

Geology and Soils

Impact GEO-1: Construction, operation, and maintenance of the Project could expose people or structures to potential substantial adverse effects involving strong seismic ground shaking and/or seismic-related ground failure. Holocene slip was observed in trench exposures of the Serra Fault and geotechnical investigation concluded there is a potential for sympathetic offset within the proposed tunnel alignment as a result of rupture on the nearby San Andreas Fault. Groundshaking during an earthquake in the Project area has the potential to be strong, with peak ground acceleration around 0.6 g, which could result in significant groundshaking effects on the proposed facilities. Also, seismic damage due to liquefaction and related phenomena could occur along the pipeline and at other facilities. In particular, the new tunnel portal and Lake Merced overflow inlet are planned in an area of potentially liquefiable soil.

Mitigation Measure 3.6-1a: Prior to final Project design, a qualified engineer and/or geologist shall perform an inspection to map the size, location, orientation, and patterns of cracks and any crack offsets to provide additional insight into possible tunnel

deformation related to faulting, and to help better assess the potential impact of the Serra Fault Zone during future seismic events on the San Andreas Fault.

Mitigation Measure 3.6-1b: Daly City and/or its contractor(s) shall retain inspectors working under the auspices of a California-licensed geotechnical engineer to be present on the Project site during excavation, grading, and general site preparation activities to monitor the implementation of the recommendations specified in this measure.

Mitigation Measure 3.6-1c: Project foundations in the vicinity of Boring B-3 shall be constructed using cast-in-place drilled piers, micropiles, or another equivalent deep foundation system such as auger-cast or displacement piles or a torqued-in piling system for deep foundations.

Impact GEO-2: The Project could result in substantial soil erosion or the loss of topsoil. Construction activities such as excavating, trenching, and grading can remove stabilizing vegetation and expose areas of loose soil that, if not properly stabilized during construction, can be subject to erosion by wind and stormwater runoff, potentially resulting in a significant impact with respect to soils. Also, during operation of the project, erosion and improper water flow could occur within the retaining wall backdrain systems if they are not properly maintained.

Mitigation Measure 3.6-2: Annual maintenance shall include the following: inspection and flushing to make sure that subdrain pipes are free of debris and are in good working order; and inspection of subdrain outfall locations to verify that introduced water flows freely through the discharge pipes and that no excessive erosion has occurred.

Impact GEO-3: The Project may be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the Project. The outlet structure is in an area where the potential for shallow or wedge failures up to about 10 to 15 feet thick under static conditions is moderate to high. During large seismic events, the potential for relatively large-scale landsliding is high. In addition, there is landslide potential at Avalon Canyon which would provide beach access during construction of the outlet structure.

Mitigation Measure 3.6-3a: Recommendations regarding site preparation, foundations, retaining walls, seismic design, and other geotechnical aspects provided in the geotechnical report shall be incorporated into this Project and are discussed in this measure.

Mitigation Measure 3.6-3b: Prior to final Project design, additional slope stability studies, including updated geologic mapping and slope stability analysis, shall be performed by a California-licensed geotechnical engineer to evaluate potential for weakened blocks that could become loose during outlet construction or tunneling. Also, stability analyses shall be completed to evaluate the potential impacts of bluff failure on the new outlet structure to be constructed at the base of the cliff. If potential for weakened blocks to become loose or for bluff failure to occur during construction, the study shall include design specifications and construction methods, such as use of temporary structural supports, to avoid such effects. Recommendations from the studies shall be incorporated into the final Project design and construction methods, and implemented by Daly City and/or its contractors.

Impact GEO-4: The proposed Project would not create substantial risks to life or property due to expansive or corrosive soils. Project area soils have a mild to moderate corrosion potential which could be corrosive to micropiles.

> **Mitigation Measure 3.6-4:** Daly City and/or its contractors shall ensure that all micropiles used for the Project are double-corrosion protected.

Greenhouse Gas Emissions and Climate Change

Impact GHG-1: Project construction and operation would generate GHG emissions. Total short-term Project construction-related GHG emissions would be below BAAQMD's quantitative threshold of 1,100 metric tons CO2e per year for non-stationary sources in construction years 1 and 3, but would be above this threshold during year 2. Impacts associated with construction-related GHG emissions would be less than significant if tunnel drives are constructed concurrently, if tunneling occurs on a 24-hour basis, or both.

> **Mitigation Measure 3.7-1: Greenhouse Gas Emission Reduction**
>
> Daly City and/or its contractors shall implement measures associated with on-road vehicle idling times, biodiesel fueling for generators, pre-construction GHG modeling, and the purchase of carbon offsets as described in this measure.

Hazards and Hazardous Materials

Impact HAZ-2: Project construction could result in a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment. Lead is a known contaminant within 0.25 mile of the Project site. During construction, ground-disturbing activities could unearth unexploded ordnance, which would pose a safety risk to workers on-site.

> **Mitigation Measure 3.8-1: Health and Safety Plan.**
>
> The construction contractor(s) shall prepare and implement a site-specific Health and Safety Plan in accordance with 29 CFR 1910.120 to protect construction workers and the public during all excavation, grading, and construction activities. A description of elements for inclusion in the Health and Safety Plan are described in this measure.

Impact HAZ-3: Project construction would not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan. Construction could affect the availability of travel lanes when construction occurs within or adjacent to John Muir Drive, due to the presence of large, slow-moving trucks that may cause delays. These delays could interfere with implementation of the Emergency Response Plan, which would be a significant impact.

> See **Mitigation Measure 3.15-1: Construction Traffic Management Plan**

Hydrology and Water Quality

Impact HYD-1: Project construction could violate water quality standards and/or waste discharge requirements, provide substantial additional sources of polluted runoff, or otherwise substantially degrade water quality. Construction of the Lake Merced outlet structure on the bank and within waters of Impound Lake and of the Lake Merced overflow structure in South Lake could result in discharges of pollutants to Lake Merced directly, resulting in substantial water quality effects.

> **Mitigation Measure 3.9-1: Implement Cofferdam Dewatering BMPs for In-Water Work**
>
> If dewatering discharge produced during construction of the Lake Merced outlet and overflow structures is not discharged to the sewer system, a requirement shall be included in construction specifications that requires the construction contractor(s) to implement standard BMPs developed and approved by Daly City for the treatment of sediment-laden water produced during cofferdam dewatering activities. BMPs are described in this measure.

Noise and Vibration

Impact NOI-1: Project construction could temporarily expose persons to or generate noise levels in excess of local noise ordinances or create a substantial temporary increase in ambient noise levels. Construction activities around the Canal and Tunnel, in combination with the impact pile driving at the John Muir Drive crossing and Fort Funston shaft, may have the potential to exceed the 70 dBA L_{eq} speech interference threshold for greater than two weeks. Additionally, Tunnel construction activities would generate substantial continuous noise at Fort Funston, where visitors may value an increased degree of quiet for passive recreational uses.

> **Mitigation Measure 3.11-1**: Construction contractors shall implement noise control measures for equipment and trucks, impact tools, and stationary construction noise sources as described in this measure.
>
> **Mitigation Measure 3.11-2:** Construction contractors shall address further potential nuisance impacts of Project construction by posting signs at construction site entrances that describe requirements of Mitigation Measure 3.11-1, and include permitted construction days and hours, contact information for the job site and a contact number in the event of problems. An onsite complaint and enforcement manager shall respond to and track complaints and questions related to noise.

Impact NOI-2: Project construction could result in the exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels. The vibration levels at the Missile Assembly Building in Fort Funston would be above the FTA's building damage threshold for susceptible buildings; therefore, this source of ground-borne vibration could result in a significant impact to that building.

> **Mitigation Measure 3.11-3:** To address the vibration impact at the Missile Assembly Building located in Fort Funston, Daly City shall require construction contractors to implement vibration monitoring measures as described in this measure.

Geologic and Paleontological Resources

Impact PAL-1: The Project would directly or indirectly destroy a unique paleontological resource or site or unique geological feature. Because new disturbance would occur within geologic units with moderate to high potential for paleontological resources, potentially significant fossils could be adversely affected during construction, particularly within the Merced Formation. Furthermore, ground-disturbing activities could expose and cause impacts on unknown paleontological resources, which would be a potentially significant impact.

> **Mitigation Measure 3.12-1: Inadvertent Discovery of Paleontological Resources.**
>
> Training, monitoring, evaluation, reporting, treatment, and salvage procedures related to the inadvertent discovery of paleontological resources are discussed in this measure.

Transportation and Traffic

Impact TRA-1: Project construction would cause temporary increases in traffic volumes on area roadways, which could cause substantial conflicts with the performance of the circulation system, but would not conflict with applicable plans, ordinances, or policies pertaining to the performance of the circulation system. The increased local congestion/delay and potential conflicts involving Project trucks is considered to be a significant impact.

> **Mitigation Measure 3.15-1: Construction Traffic Management Plan**
>
> Daly City and/or its contractor(s) shall prepare and implement a Construction Traffic Management Plan in accordance with professional traffic engineering standards to show methods for maintaining traffic flows on roadways and access to recreational resources directly affected by Project construction. Such requirements are discussed in this measure.

Impact TRA-5: Project construction would result in increased wear-and-tear on the designated haul routes. The wear-and-tear effects on road conditions and driving safety is considered to be a significant impact. Local streets (e.g., Avalon Drive and Fort Funston Road) generally are not built with a pavement thickness that will withstand substantial truck traffic volumes.

> **Mitigation Measure 3.15-2:** Daly City, San Francisco, and the National Park Service shall enter into an agreement prior to construction that shall detail pre-construction conditions and the post-construction requirements of a roadway rehabilitation program. Daly City and/or its contractors shall repair roads damaged by construction to a structural condition equal to that which existed prior to construction activity.

IV. Significant Impacts That Cannot Be Avoided or Reduced to a Less-than-Significant Level

Notwithstanding existing regulations and the mitigation measures set forth for adoption in the MMRP, the impacts discussed in this Section IV cannot be fully mitigated to a less-than-significant level. For each impact that is determined to be significant and unavoidable, a

Statement of Overriding Considerations has been prepared for that impact and is set forth in Section VI, below.

Cultural and Paleontological Resources

Impact CUL-1: The Project would cause a substantial adverse change in the significance of a historical resource because it would demolish the majority of the historic structures of the existing Vista Grande Canal and Tunnel. The Vista Grande Canal and Tunnel is recommended eligible for listing in the National Register of Historic Places under Criterion A (events) and C (architecture/engineering). As such, the property meets the definition of a historical resource as defined under CEQA Guidelines Section 15064.5. The proposed Project would replace approximately 1,350 feet of the upstream portion of the Canal with a concrete collection box, box culvert, debris screening device, and diversion structure. Replacement of the Canal with a box culvert would support development of a constructed treatment wetland in an area between John Muir Drive and the southern edge of the Canal. The Project also would demolish and later replace 150 feet of the downstream portion of the Canal to accommodate a temporary access ramp for construction of the rehabilitated Lake Merced Portal. The total length of Canal replacement would be approximately 1,500 feet, or approximately 42 percent of its 3,600-foot length.

The proposed Project also would replace the Vista Grande Tunnel in its entirety to increase its flow capacity. The existing brick-lined tunnel would be excavated and a new tunnel with a larger-diameter concrete lining would be constructed in its place. Tunneling would begin from a temporary 30-foot-diameter construction shaft located at Fort Funston. Once completed, two new 24-inch wastewater pipelines would be installed within the tunnel to replace the existing force main. At Fort Funston, the existing Ocean Outlet would also be demolished and replaced with a new outlet structure.

Although approximately 58 percent or about 2,100 feet of the Canal would remain intact after completion of the Project, the Project would demolish the remaining 1,500 feet of the Canal and all of the 3,000-foot-long Tunnel, thereby substantially affecting of the vast majority (69 percent) of the Vista Grande Canal and Tunnel as an entire drainage system. As the proposed Project would result in the physical demolition of a resource such that the significance of the historical resource would be materially impaired, it would cause a substantial adverse change in the significance of a historical resource, which is considered a *significant* impact.

This impact could be reduced with implementation of **Mitigation Measure 3.5-1** (HABS/HAER Recordation) and **3.5-2** (Public Interpretation). However, even with implementation of **Mitigation Measures 3.5-1** and **3.5-2,** the impact would remain *significant and unavoidable*, as there are no measures available that would avoid the loss of the structure to a *less-than-significant* level.

Mitigation Measure 3.5-1: HABS/HAER Recordation

Prior to initiation of Project construction or demolition, the City of Daly City, in consultation with the NPS, shall record the Vista Grande Canal and Tunnel in accordance with the NPS Historic American Building Survey/Historic American Engineering Record (HABS/HAER) program. This program entails: 1) documentation of the canal and tunnel

through large-format black and white photographs (including the interior of the length of the tunnel), 2) preparation of a historic resources report, 3) preparation of measured drawings (or copies of original plans), and 4) archiving of the documentation package at the U.S. Library of Congress, the City of Daly City, Golden Gate park archives, and other local repositories such as public libraries. The specific HABS/HAER requirements of the Vista Canal and Tunnel will be further detailed in consultation with the NPS Pacific Western Region's HABS/HAER coordinator.

Mitigation Measure 3.5-2: Public Interpretation

Prior to the completion of the Project, the City of Daly City, in coordination with the NPS, shall prepare a public interpretation package that may entail interpretive materials, including but not limited to signage, brochures, videos, historical narrative, or other printed or web-based methods of explaining the historical and engineering significance of the Vista Grande Canal and Tunnel to the general public.

Hydrology and Water Quality

Impact HYD-9: The Project could conflict with plans, policies, or regulations related to alteration of coastal landforms or processes adopted for the purpose of avoiding or mitigating an environmental effect.

The Project's construction and operation could alter the existing natural beach dynamics and the coastal environment, thereby resulting in altered bluff erosion rates and patterns. Coastal development in California is regulated by the California Coastal Commission pursuant to the California Coastal Act. For the purposes of CEQA, the impact threshold is defined by conformance to the Coastal Act policies, and related conformance to NPS Management Policies.

The Coastal Act directs that new development that could alter natural shoreline processes shall be permitted when required to serve coastal dependent uses, protect existing structures, and only when designed to eliminate or mitigate adverse impacts on local shoreline sand supply (Public Resources Code Section 30235). The statute also states that new development shall "[a]ssure stability and structural integrity, and neither create nor contribute significantly to erosion, geologic instability, or destruction of the site or surrounding area or in any way require the construction of protective devices that would substantially alter natural landforms along bluffs and cliffs" (Public Resources Code Section 30253(b)).

The California Coastal Act directs that new coastal development, such as the Ocean Outlet structure, be designed to ensure that impacts on local shoreline sand supply are eliminated or mitigated (Section 30235) and that the Project not create or contribute significantly to erosion, geologic instability, or destruction of the site or surrounding area or in any way require the construction of protective devices that would substantially alter natural landforms along bluffs and cliffs (Section 30253(b)). Further, the CCC's 2015 Sea Level Rise Policy Guidance outlines a process for evaluating and expands upon the factors (e.g., avoidance, alternatives, and adaptation) that the CCC will consider in determining whether a proposed shoreline development project is consistent with the Coastal Act.

The wing walls are proposed to promote the stability and structural integrity of the Ocean Outlet structure, reduce erosion directly behind the wing walls, and extend the operating life of the Ocean Outlet. However, the wing walls would potentially result in alterations to coastal processes in a manner that could result in a reduced local sediment supply, an altered seasonal beach profile due to increased scour, and/or increased episodic bluff erosion. The wing walls thus constitute a protective device that has the potential to substantially alter natural landforms along bluffs and cliffs in the Project vicinity. For these reasons, elements of the Project may conflict with Coastal Act Sections 30235 and 30253(b) and CCC's Sea Level Rise Policy Guidance, which would be a significant impact. Even with implementation of **Mitigation Measure 3.9-2 (Avoidance and Minimization of Conflicts with California Coastal Act and NPS Management Policies)**, elements of the Project necessary to ensure structural integrity may still conflict with the policies in Coastal Act Sections 30235 and 30253(b) due to potentially reduced local shoreline sand supply and altered shoreline processes. Therefore, even with implementation of Mitigation Measure 3.9-2, certain Project features associated with the Ocean Outlet structures may still result in inconsistency with the policies governing local shoreline sand supply and alteration of landforms due to the construction of shoreline protective devices, provided in California Coastal Act Sections 30235 and 30253. As a result, Impact HYD-9 could remain significant and unavoidable even after the incorporation of available and feasible mitigation.

> **Mitigation Measure 3.9-2: Avoidance and Minimization of Conflicts with California Coastal Act and NPS Management Policies**
>
> The final design of the Ocean Outlet structures must minimize conflicts with the applicable Coastal Act requirements that new development: 1) be designed to eliminate or mitigate adverse effects on local shoreline sand supply (Section 30235); and 2) assure stability and structural integrity, and neither create nor contribute significantly to erosion, geologic instability, or destruction of the site or surrounding area or in any way require the construction of protective devices that would substantially alter natural landforms along bluffs and cliffs (Section 30253). In order to minimize conflicts with these policies, Daly City shall undertake the steps described in this measure.

Land Use and Planning

Impact LU-1: The project could conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect.

The Project could be inconsistent with some of the sub-policies of the Coastal Act and with portions of the NPS Management Policies regarding coastal processes. Implementation of **Mitigation Measure 3.9 2, Avoidance and Minimization of Conflicts with California Coastal Act and NPS Management Policies**, would require the final Project engineering design to minimize conflicts with the applicable Coastal Act requirements that new development: 1) be designed to eliminate or mitigate adverse effects on local shoreline sand supply and 2) assure stability and structural integrity, and neither create nor contribute significantly to erosion, geologic instability, or destruction of the site or surrounding area or in any way require the construction of protective devices that would substantially alter natural landforms along bluffs

and cliffs (California Coastal Act Sections 30235 and 30253) and with NPS Management Policies regarding minimization of safety hazards and harm to property and natural resources. However, even with implementation of **Mitigation Measure 3.9-2**, elements of the Project necessary to ensure structural integrity may still conflict with the policies in Coastal Act Sections 30235 and 30253(b) due to potentially reduced local shoreline sand supply and altered shoreline processes and/or with NPS Management Policies. Therefore, even with implementation of Mitigation Measure 3.9-2, certain Project features associated with the Ocean Outlet structures may still result in inconsistency with applicable land use plans and policies of agencies with jurisdiction over the coastal elements of the Project. As a result, Impact HYD-9, and therefore Impact LU-1 as well, could remain significant and unavoidable even after the incorporation of available and feasible mitigation. This finding is due in part to the inherent inconsistency between the policies requiring structural integrity with the policy concerning avoidance of shoreline protective devices that would substantially alter natural landforms along bluffs and cliffs.

> See **Mitigation Measure 3.9-2: Avoidance and Minimization of Conflicts with California Coastal Act and NPS Management Policies**

V. Evaluation of Project Alternatives

This Section V describes the reasons for approving the Project and for rejecting the alternatives. CEQA mandates that an EIR evaluate a reasonable range of alternatives to the Project or the Project location that generally reduce or avoid potentially significant impacts of the Project. CEQA requires that every EIR also evaluate a "No Project" alternative. Alternatives provide a basis of comparison to the Project in terms of their significant impacts and their ability to meet Project objectives. This comparative analysis is used to consider reasonable, potentially feasible options for minimizing environmental consequences of the Project.

A. Reasons for Approval of the Proposed Project

The specific objectives of the Vista Grande Drainage Basin Improvement Project are to:

- Improve stormwater drainage of the lower Vista Grande Basin to accommodate peak flows generated by the 25-year design storm;
- Provide a sustainable source of stormwater, establish a target maximum water surface elevation, and implement a Lake Management Plan for management of Lake Merced water quality, groundwater, and surface water elevation;
- Improve recreational access and reduce litter transfer and deposition along the beach below Fort Funston; and
- Maximize use of existing ROWs, easements, and infrastructure to minimize construction-related costs, habitat disturbance, and disruption to recreational users.

The Project would meet these objectives by responding to and helping Daly City meet the goal of improving stormwater drainage in the lower Vista Grande Basin by enlarging the existing Canal and Tunnel and providing a connection to store stormwater in Lake Merced in order to

accommodate the 25-year design storm. It would also meet the objective of providing a sustainable source of water for management of Lake Merced water surface levels and water quality with implementation of the Lake Management Plan. The Project would meet the objective to improve recreational access and reduce litter transfer and deposition along the beach below Fort Funston by removing the portion of the existing Ocean Outlet structure that currently projects from the cliff face onto the beach and by installing debris screens that would remove litter from the stormwater that flows across the beach. Lastly, the Project would use existing easements and reuse some existing infrastructure.

As described in the Final EIR, the Project was proposed after several years of collaborative efforts to define a project that would meet one of the primary objectives of flood control in the Basin. Beginning in 2007, Daly City and its engineering and environmental consultants evaluated 17 alternative engineering concepts for managing stormwater in the Basin to alleviate flooding. The engineering alternatives included various combinations of facilities including different tunnel alignments and capacities, stormwater detention structures, and groundwater recharge facilities. These engineering alternatives were evaluated in a 2007 draft Alternatives Evaluation Report based on their potential for reducing flooding, operational viability, public impacts, environmental benefits, and constructability. The report also considered diversion of stormwater to Lake Merced as an optional element that could be used in combination with a new tunnel alignment or stormwater retention alternative to help address both flooding and water quality management objectives. Daly City held public meetings in 2008 to introduce interested parties to the conceptual engineering alternatives and hear input about the community's concerns. Following further discussions in July 2009 with the public and key stakeholders, Daly City and San Francisco agreed to explore the potential benefits of augmenting the existing infrastructure adjacent to and including Lake Merced to reduce the localized flooding potential within the watershed and simultaneously better manage Lake Merced water levels. This collaborative effort led to the inclusion of the "Lake Merced Alternative" in a revised Alternatives Analysis Report. A public hearing was held in May 2011 to review the alternatives presented in this revision, and several stakeholders spoke in support of the Lake Merced Alternative. As a result of this evaluation process, Daly City further defined the Lake Merced Alternative, which became the proposed Project. As described below in Section V.B, the alternatives evaluated in the Final EIR were not found to be environmentally superior to the proposed Project, and each would result in additional new environmental impacts. Thus, the proposed Project is the environmentally superior alternative, and is preferred among the alternatives evaluated.

B. Alternatives Rejected and Reasons for Rejection

Daly City rejects the Alternatives set forth in the Final EIR and listed below because the City finds that there is substantial evidence, including evidence of economic, legal, social, technological, and other considerations described in this Section that make infeasible such Alternatives, and/or that there is substantial evidence that these Alternatives would result in the same or more severe significant environmental impacts compared to the proposed Project. In making these determinations, the City is aware that CEQA defines "feasibility" to mean "capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, legal, and technological factors" (CEQA § 21061.1).

The City is also aware that under CEQA case law the concept of "feasibility" encompasses (i) the question of whether a particular alternative promotes the underlying goals and objectives of a project (*Sequoyah Hills Homeowners Assn. v. City of Oakland* (1993) 23 cal.App.4th 704, 715) and (ii) the question of whether an alternative is "desirable" from a policy standpoint (*Defend the Bay v. City of Irvine* (2004) 119 Cal.App.4th 1261, 1269-1270; *In re Bay-Delta Programmatic Environmental Impact Report Coordinated Proceedings* (2008) 43 Cal.4th 1143, 1162-1169) to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social, legal, and technological factors (*City of Del Mar v. City of San Diego* (1982) 133 Cal.App.3d 410, 417).

No Project Alternative

CEQA requires an EIR to evaluate a "no project" alternative to allow decision-makers to compare the impacts of approving a proposed project with the impacts of not approving it (CEQA Guidelines § 15126.6(e)). The "no project" analysis evaluates the existing conditions at the time the Notice of Preparation was published as well as what reasonably would be expected to occur in the foreseeable future if the proposed project were not approved, based on current plans, permits and available infrastructure and services.

Under the No Project alternative, no physical component of the proposed Project would be constructed and none of the proposed operational changes to stormwater routing would be made. The Lake Management Plan would not be implemented. The NPS would not grant the Special Use Permit, and no construction could occur within NPS-managed lands.

Annual Canal sediment removal activities would continue, as well as as-needed maintenance activities. Because Canal and Tunnel capacity would not be improved, occasional flooding of the Canal and associated flooding of John Muir Drive into Lake Merced and in local neighborhoods would continue.

The No Project Alternative would avoid the short-term and long-term impacts associated with implementing the proposed Project, including (for example) traffic and noise impacts from construction, and permanent significant impacts on historic resources.

This alternative would not achieve the project objectives of providing flood and lake level management, nor would it achieve the beneficial effects on recreational access or litter reduction. The City rejects this alternative as infeasible within the meaning of CEQA. This alternative does not include Project components that will enable Daly City to achieve any of the Project objectives.

Tunnel Alignment Alternative

The Tunnel Alignment Alternative would replace the proposed Project's Tunnel improvement and Lake Merced (East) Portal components with an entirely new tunnel up to approximately 50 feet to the south of the existing Tunnel in an alignment to be determined following additional geotechnical investigation, and a different east portal at a location that would be determined by the final alignment. The new tunnel would run west from a new east portal at the existing Canal

to a new or rehabilitated Ocean Outlet structure. The components of the Tunnel Alignment Alternative could be paired with the proposed Canal components, or could be paired with the alternative Canal components described for the Canal Configuration Alternative.

The intent of this alternative was to avoid or further reduce some of the impacts on historic resources associated with replacement of the existing Vista Grande Tunnel with a larger tunnel. However, upon evaluation by the Project's engineering consultant, it was determined that the existing Vista Grande Tunnel could not, safely and within the terms of existing easements and ROWs, be abandoned in place unless filled with concrete to prevent collapse and subsequent potential for ground subsidence above the tunnel alignment. Thus, even with implementation of Mitigation Measures 3.5-1 and 3.5-2, the impact of the Tunnel Alignment Alternative combined with either the proposed Canal improvements or the Canal Configuration Alternative would remain significant and unavoidable, as there are no measures available which would fully mitigate the loss of the Tunnel and partial loss of the Canal structure to a less-than-significant level. CEQA requires the evaluation of a reasonable range of alternatives that will reduce or avoid any of the significant environmental impacts of the Project. This alternative does not satisfy this requirement.

The City rejects this alternative as infeasible within the meaning of CEQA. This alternative does not include Project components that will enable Daly City to achieve Project objectives for the following reasons:

- **Similar or More Severe Impacts on Cultural Resources.** Daly City considered whether additional feasible mitigation could be implemented to further reduce the impact associated with filling the existing Tunnel with concrete. One option considered was to retain approximately 10 feet of the eastern or western portal of the Tunnel unfilled to allow it to be viewed by the public and/or used for future study. This measure would reduce the impact, but would not reduce it to a less-than-significant level, as the vast majority of the Tunnel would be substantially altered. Retaining a portion of the eastern portal unfilled was determined to be infeasible for the same safety reasons described above because in this location, the tunnel is closest to the ground surface, and collapse of the retained and abandoned portion could result in a collapse of the ground surface. Additionally, retaining a portion of the western portal unfilled would only be effective temporarily. As the bluff continues to recede after completion of construction, portions of the Tunnel would again become exposed on the beach, and Daly City would need to periodically demolish and remove the exposed portions of its infrastructure. Therefore, within approximately 25 years, the retained portion would be expected to be demolished. Additionally, retention of a portion of the Tunnel for the purposes of public or research-related access could create a safety hazard.

- **Increased Visual Impacts.** If a new ocean outlet location is selected, a third outlet structure (in addition to the existing Ocean Outlet structure and SFPUC's outlet structure) would be present along the beach and toe of the cliff below Fort Funston within an area of approximately 150 feet or less. This would increase the overall level of visual contrast in this location and would not provide the benefit of removing an obstruction to views.

- **Increased Potential for Archaeological Impacts.** The Ocean Outlet structure associated with the Tunnel Alignment Alternative could be slightly closer to the 1882 schooner Neptune that wrecked in 1900 than the proposed Project.

- **Increased Inconsistency with Management Policies.** The development of a new tunnel and potentially a new Ocean Outlet to the south of the existing structures may conflict with NPS Management Policies for coastal processes by introducing new developments in an area subject to wave erosion or active shoreline processes when a practicable alternative (i.e., the proposed Project) is available.

- **Increased Construction Noise.** The nearest vibration-sensitive receiver to the where pile driving activities would take place is the Mission Assembly Building located in Fort Funston. The vibration levels would be above both the FTA's construction vibration and building damage thresholds for historic land uses.

Canal Configuration Alternative

The Canal Configuration Alternative would minimize changes to the existing Canal while still allowing for some discharges to Lake Merced. This alternative would not construct the box culvert replacing the first 1,000 feet of the Canal; rather, the diversion structure described for the proposed Project would be relocated to the southern (upstream) end of the Canal. The box culvert under John Muir Drive also would be relocated and would cross under John Muir Drive close to the southern end of the Canal. The design of the diversion structure, box culvert under John Muir Drive, and Lake Merced Outlet would be approximately the same as for the proposed Project. The diversion structure would replace the first approximately 350 feet of the Canal, and the rest of the Canal would be unchanged except as needed for the Lake Merced Tunnel Portal. Under the Canal Configuration Alternative, one wetland cell of approximately 1.7 acres would be constructed, providing a reduced water treatment capacity compared to the Project. The components of the Canal Configuration Alternative could be paired with the proposed Tunnel or could be paired with the alternative Tunnel and East Portal components described for the Tunnel Alignment Alternative.

The intent of this alternative was to reduce some of the impacts on historic resources and federally jurisdictional "other waters" associated with replacement of a portion of the existing Vista Grande Canal with a box culvert. This alternative would reduce the portion of the Vista Grande Canal and Tunnel system to be removed by approximately 1,000 feet or 15 percent of the total length of the system. It would reduce the impact on historic resources compared to the proposed Project, though not to a less-than-significant level.

Subsequent to the publication of the Draft EIR, the U.S. Army Corps of Engineers determined that the Vista Grande Canal was not considered to be federally jurisdictional "other waters," due to the age of the channel, the brick and concrete lined invert, and the relatively low physical and biological functions of the channel. Therefore, reducing impacts on this structure for the purposed of reducing impacts on "other waters" is no longer an objective of the alternatives analysis and selection process.

Although the Canal Configuration Alternative would reduce impacts on historic resources and reduce construction-related air quality and traffic impacts because less construction would occur, it would also result in additional significant and unavoidable construction-related impacts compared to the proposed Project.

The City rejects this alternative as infeasible within the meaning of CEQA. This alternative does not include Project components that will enable Daly City to achieve Project objectives for the following reasons:

- **Increased Construction Noise.** This alternative would not construct a collection box and box culvert, which would reduce the duration of construction activity. However, it would decrease the distance between the location of impact pile driving and the nearest residential receptors, resulting in noise levels up to 82 A-weighed decibels ("dBA") and exceeding the 70 dBA Leq speech interference threshold for greater than two weeks. A noise reduction of at least 12 dBA may not be achieved with mitigation, and, therefore noise impacts associated with construction-related activities could remain significant. (Potentially Significant and Unavoidable)

- **Increased Construction Vibration.** Vibration levels at the nearest residential building located approximately 200 feet south-east from the John Muir Drive crossing and diversion structure would remain significant and unavoidable after mitigation. (Significant and Unavoidable)

- **Reduced Benefit to Lake Merced.** A smaller treatment wetland would offer 0.4 acre less area for the treatment of Canal inputs to Lake Merced, as well as recirculation of lake water during low flow periods, providing a reduced benefit to Lake Merced water quality, a key objective of the Project. Additionally, the reduced wetland area would provide less habitat for wildlife than the treatment wetlands proposed under the Project.

VI. Statement of Overriding Considerations

Pursuant to CEQA Section 21081 and CEQA Guidelines Section 15093, Daly City hereby finds, after consideration of the Final EIR and the evidence in the record, that each of the specific overriding economic, legal, social, technological and other benefits of the Project as set forth below independently and collectively outweighs the significant and unavoidable impacts described in Section IV and is an overriding consideration warranting approval of the Project. Any one of the reasons for approval cited below is sufficient to justify approval of the Project. Thus, even if a court were to conclude that not every reason is supported by substantial evidence, the City will stand by its determination that each individual reason is sufficient. The substantial evidence supporting the various benefits can be found in the preceding findings, which are incorporated by reference into this Section VI.

On the basis of the above findings and the substantial evidence in the whole record of this proceeding, the City specifically finds that there are significant benefits of the proposed Project to support approval of the Project in spite of the unavoidable significant impacts, and therefore makes this Statement of Overriding Considerations. The City further finds that, as part of the process of obtaining Project approval, all significant effects on the environment from implementation of the Project have been eliminated or substantially lessened where feasible. All mitigation measures proposed in the EIR are adopted as part of this approval action. Furthermore, the City has determined that any remaining significant effects on the environment found to be unavoidable are acceptable due to the following specific overriding economic, technical, legal, social and other considerations.

The Project will have the following benefits:

> The Project will meet the Project objectives by addressing flooding potential through simultaneously increasing the Tunnel capacity and providing alternative stormwater detention in Lake Merced, which together are designed to provide protection equivalent to a 25-year, 4-hour event (with peak flows of 1,070 cubic feet per second). It also would provide a source of water to allow management of Lake Merced levels and water quality. Providing a source of water for Lake Merced water management would have the benefit of groundwater recharge to the underlying groundwater basin and increasing lake levels to benefit recreational users and long-term water quality conditions in the Lake, including the 303(d) listings for dissolved oxygen and pH. The project would also resolve the 2001 California Trout, Inc. (Cal Trout) petition to the State Water Resources Control Board. Further, the project would satisfy the Governor's mandate to beneficially reuse water resources, which is especially important during times of drought. Finally, the Project would improve recreational access and reduce litter transfer and deposition along the beach below Fort Funston by improving the Ocean Outfall and debris screening in the stormwater system, and would maximize the use of existing ROWs, easements, and infrastructure to minimize construction-related costs, habitat disturbance, and disruption to recreational users.

Having considered these benefits, including the benefits discussed in Section I above, the City finds that the benefits of the Project outweigh the unavoidable adverse environmental effects, and that the adverse environmental effects are therefore acceptable.

Attachment A-1
Mitigation Monitoring and Reporting Program

MITIGATION MONITORING AND REPORTING PROGRAM

Vista Grande Drainage Basin Improvement Project

Introduction

The California Environmental Quality Act (CEQA) requires that when a public agency makes findings pursuant to Public Resource Code Section 21081 before approving a project that would result in one or more significant impacts on the environment, the agency must adopt a reporting or monitoring program for mitigation measures incorporated into a project or imposed as conditions of approval. The program must be designed to ensure compliance during project implementation (Public Resource Code Section 21081.6).

The Council on Environmental Quality has established regulations for implementing the National Environmental Policy Act (NEPA; 40 CFR 1500-1508). NEPA requires mitigation monitoring in 40 CFR 1505.2(c), and the National Park Service (NPS) NEPA Handbook requires that the Record of Decision "state any mitigation measures that are not inherently integral to the selected action's implementation and a summary of any monitoring or enforcement programs associated with the mitigation" (Section 4.7.B).

This Mitigation Monitoring and Reporting Plan (MMRP) for the Vista Grande Drainage Basin Improvement Project (project) will be in place through all phases of the project, including design and construction, and will help ensure that project objectives are achieved. As the CEQA Lead Agency, the City of Daly City (Daly City) is responsible for verifying that the provisions of the MMRP as a whole are carried out, pursuant to Section 15097(a) of the CEQA Guidelines. The NPS, as NEPA Lead Agency and as the administrator of Fort Funston and the use authorizations for construction and operation of a portion of the Vista Grande Tunnel and the Ocean Outlet structure, also will be responsible for administering the mitigation measure compliance and monitoring program and ensuring that all parties comply with their provisions. The NPS also served as the lead federal agency for Section 106 consultation under the National Historic Preservation Act (NHPA) for the project. Daly City may delegate reporting or monitoring responsibilities to a subsidiary public agency or to a private entity such as a project contractor who accepts the delegation; however, until mitigation measures have been completed, Daly City remains responsible for ensuring that implementation of the mitigation measures occurs in accordance with the program. Daly City will ensure that monitoring is documented through periodic reports and that deficiencies are promptly corrected, and will coordinate with NPS to ensure that reporting meets the needs of both agencies.

The following table identifies the mitigation measures by resource area. The table also provides the specific mitigation monitoring requirements, including implementation documentation, monitoring activity, timing, and responsible monitoring party. Verification of compliance with each measure is to be indicated by signature of the mitigation monitor, together with date and verification. Daly City and its contractor(s) shall be responsible for implementation of all mitigation measures, unless otherwise noted in the table.

The table that follows presents a compilation of mitigation measures adopted for the project by Daly City, NPS, or both lead agencies. Some mitigation measures apply only to project components outside of the jurisdiction of NPS that are solely the responsibility of Daly City and related to Daly City's CEQA compliance requirements. There are also measures that are not required under CEQA to reduce an impact to a less-than-significant level, but have been required and adopted by NPS as the NEPA lead agency; nonetheless, as project proponent, Daly City is responsible for carrying out these measures per NPS requirements. The purpose of the table is to provide a single comprehensive list of the measures that will be implemented to avoid or reduce impacts of the project on the environment, the timing for their implementation, and related monitoring and reporting requirements.

The following abbreviations are used in the table:

DC	Daly City
CCC	California Coastal Commission
CDFW	California Department of Fish and Wildlife
CSLC	California State Lands Commission
NPS	National Park Service
RWQCB	San Francisco Bay Regional Water Quality Control Board
SamTrans	San Mateo County Transit District
SFDPW	San Francisco Department of Public Works
SFMTA	San Francisco Municipal Transportation Agency
SFRPD	San Francisco Recreation and Parks Department
SFPD	San Francisco Planning Department
SFPUC	San Francisco Public Utilities Commission
USACE	United States Army Corps of Engineers
USFWS	United Stated Fish and Wildlife Service

Impact No.	Impact Summary	Mitigation Measure	Monitoring and Reporting Program			
			Implementation and Reporting			
			Responsible Party	Reviewing and Approval Party	Monitoring and Reporting Actions	Implementation Schedule
Aesthetics						
AES-3	Project construction could result in a new source of substantial light or glare that would adversely affect day or nighttime views in the area.	**Implement Mitigation Measure 3.4-9: Night Lighting Minimization (see details under Biological Resources, below)**				
NEPA Impact	The Project could generate visual resource impacts to Fort Funston that would contribute to visual change in landscape.	**3.2-1:** The contractor shall ensure that construction-related activity at the Fort Funston staging area is as clean and inconspicuous as practical by storing materials and equipment within the proposed construction staging areas or in areas that are generally away from public view and by removing construction debris promptly at regular intervals. An 8-foot-high green screening fence shall be installed around the perimeter of the staging area. Stockpiled materials shall not exceed 8 feet in height.	1. DC/NPS 2. DC (Construction Contractor) 3. DC/NPS	1. DC/NPS 2. DC/NPS 3. DC/NPS	1. Ensure that the construction contract for work at Fort Funston includes the requirements for minimizing visual impacts. 2. Maintain clean and inconspicuous staging areas and work areas. Install 8-foot-high green screening fence around staging areas and do not stockpile materials higher than 8 feet. 3. Monitor to ensure that contractor(s) implements measures in contract documents. Report non-compliance, and ensure corrective action.	1. Design 2. Preconstruction/ Construction 3. Construction
Air Quality						
AIR-1	The Project would not violate any air quality standard or contribute substantially to an existing or projected air quality violation.	**3.3-1: Dust Control Plan Implementation.** All elements of the Dust Control Plan required for work within San Francisco shall also be implemented for work occurring at Fort Funston. At a minimum this Plan shall include watering of exposed surfaces, covering of haul trucks, and sweeping of visible mud or dirt on adjacent public roads.	1. DC 2. DC	1. DC 2. DC/NPS	1. Ensure that the construction contract for Fort Funston includes the same Dust Control Plan that is used for San Francisco. 2. Monitor to ensure that contractor(s) implements measures in contract documents. Report non-compliance, and ensure corrective action.	1. Preconstruction 2. Construction
AIR-2	The Project could result in a cumulatively considerable net increase of ozone, PM10, or PM2.5 (for which the SFBAAB is in non-attainment), including releasing emissions which exceed quantitative thresholds for ozone precursors.	**Implement Mitigation Measure 3.3-1: Dust Control Plan Implementation (see details above)**				
Biological Resources						
BIO-1	Construction of the Project could have a substantial adverse effect either directly or through habitat Modifications, on plant species identified as sensitive or special-status in local or regional plans, policies, or regulations, or by the CDFW or USFWS.	**3.4-1: Avoidance, minimization, and compensation for impacts to special-status plants.** A qualified botanist shall conduct appropriately timed floristic preconstruction surveys for special-status plant species with a moderate or high potential to occur in the study area, and for species known to be present in the study area, in all suitable habitat that would be potentially disturbed by the Project within the year of initiation of ground disturbance (e.g., spring/summer 2017 surveys prior to fall 2017 start of construction). Surveys on NPS managed land shall be coordinated with NPS. Surveys shall be conducted following the current CDFW protocol (CDFG, 2009). If no special-status plants are found during focused surveys, the botanist shall document the findings in a letter to CDFW and the Project proponent, and no further mitigation will be required. If special-status plants are found during focused surveys, the following measures shall be implemented:	1. DC (Botanist) 2. DC (Botanist) 3. DC (Botanist) 4. DC (Botanist)	1. DC/NPS/CDFW 2. DC/CDFW/ USFWS/NPS 3. DC/NPS 4. CDFW/USFWS/ NPS	1. Obtain and review résumé or other documentation of consulting botanist's qualifications. Conduct preconstruction surveys for special status plants in accordance with NPS and/or CDFW protocols and reporting requirements. If special status plants are found, implement appropriate measures. 2. Develop relocation plan and/or compensation plan if relocation is not feasible.	1. Preconstruction 2. Preconstruction 3. Preconstruction 4. Post-construction

Impact No.	Impact Summary	Mitigation Measure	Monitoring and Reporting Program			
			Implementation and Reporting			
			Responsible Party	Reviewing and Approval Party	Monitoring and Reporting Actions	Implementation Schedule
Biological Resources (cont.)						
BIO-1 (cont.)		a) Information regarding the special-status plant populations shall be reported to the CNDDB, mapped, and documented in a technical memorandum provided to Daly City. b) No federal- or state-listed plants have been observed or are expected to occur within the Project areas of disturbance; however, if federal- or state-listed species are identified during floristic preconstruction surveys Daly City shall mark these plants for avoidance and comply with the federal and state Endangered Species Acts through consultation with USFWS and CDFW, respectively, as described in items c and d, below. c) If other special-status plant population(s) (i.e., California Rare Plant Ranked or locally significant plants) are identified during floristic preconstruction surveys and can be avoided during Project implementation, it shall be clearly marked in the field by a qualified botanist and avoided during construction activities. Before ground clearing or ground disturbance, all on-site construction personnel shall be instructed as to the species' presence and the importance of avoiding impacts to this species and its habitat. d) If special-status plant populations cannot be avoided, Daly City shall consult with CDFW and/or USFWS as appropriate (and NPS on populations within NPS-managed lands) to coordinate relocation of special-status plants or compensation if relocation is not determined to be a feasible or successful option by a qualified biologist: i. To the extent feasible, special-status plants that would be impacted by the Project shall be relocated within local suitable habitat. This can be done either through salvage and transplanting or by collection and propagation of seeds or other vegetative material. Any plant relocation shall be done under the supervision of a qualified biologist. ii. Compensation for temporary or permanent loss of special-status plant occurrences, in the form of land purchase or restoration, shall be provided to the level acceptable to the resource agencies. Compensatory measures shall be determined on a case-by-case basis in consultation with the resource agencies. Compensation for loss of special-status plant populations typically involves the purchase and permanent stewardship of known occupied habitat or the restoration and reintroduction of populations in degraded, unoccupied habitat. Restoration or reintroduction may be located on- or offsite. In either case the City of Daly City shall prepare a Mitigation and Monitoring Plan for relocated special-status plants or to compensate for the loss of special-status plant species. The plan shall detail relocation methods or appropriate replacement ratios and methods for implementation, success criteria, monitoring and reporting protocols, and contingency measures that shall be implemented if the initial mitigation fails. The plan shall be developed in consultation with the appropriate agencies prior to the start of local construction activities. For special-status plants displaced on NPS-managed lands, the Mitigation and Monitoring Plan shall be coordinated with and approved by NPS. At a minimum, success criteria shall require any mitigation to provide equal or better habitat and populations than the impacted area. e) If more than 2 years elapses between the focused, floristic preconstruction surveys of the Project site and commencement of ground disturbance activities, a final set of appropriately timed focused, floristic preconstruction botanical surveys shall be conducted and populations mapped. The results of these final surveys shall be combined with previous survey results to produce habitat maps showing habitat where the special-status plants have been observed during either of the focused floristic surveys conducted for the Project. Copies of all surveys shall be submitted to NPS for NPS-managed lands and communications with the appropriate agencies shall be coordinated with NPS for NPS-managed lands.			3. Ensure that floristic preconstruction surveys are conducted again if more than 2 years elapses between initial preconstruction survey and commencement of ground disturbance. 4. Maintain and monitor relocation and/or restored areas for 5 years following construction and restoration activities. Submit monitoring reports to appropriate resource agencies according to protocol.	

Impact No.	Impact Summary	Mitigation Measure	Monitoring and Reporting Program			
			Implementation and Reporting			
			Responsible Party	Reviewing and Approval Party	Monitoring and Reporting Actions	Implementation Schedule
Biological Resources (cont.)						
BIO-1 (cont.)		f) If special-status plants are relocated from the Project or compensatory restoration or reintroduction of plants or seed is implemented, Daly City shall maintain and monitor the relocation sites and/or restored areas for 5 years following the completion of construction and restoration activities. Daly City shall submit monitoring reports to the resource agencies at the completion of restoration and for 5 years following restoration implementation. Monitoring reports shall include photo-documentation, planting specifications, a site layout map, descriptions of materials used, and justification for any deviations from the mitigation plan. Success criteria for restored areas after 5 years will be determined by the appropriate agencies that will approve the plans. For mitigation on NPS-managed lands, restoration plans shall be coordinated with and approved by NPS and all plants shall be propagated from material collected and grown according to NPS protocols.				
BIO-2	Construction of the Project could have a substantial adverse effect either directly or through habitat modifications, on reptile species identified as special-status in local or regional plans, policies, or Regulations, or by the CDFW or USFWS.	**3.4-2a: Worker Environmental Awareness Program Training.** A project-specific Worker Environmental Awareness Program (WEAP) training shall be developed and implemented by a qualified biologist and attended by all Project personnel prior to beginning work onsite. The WEAP training shall generally include but not be limited to education about the following: a) Applicable State and federal laws, environmental regulations, Project permit conditions, and penalties for non-compliance; b) Special-status plant and animal species with potential to occur at or in the vicinity of the Project site, avoidance measures, and a protocol for encountering such species including a communication chain; c) Preconstruction surveys and biological monitoring requirements associated with each phase of work and at each Project site as biological resources and protection measures will vary depending on the land managers (see f, below); d) Known sensitive resource areas in the Project vicinity that are to be avoided and/or protected as well as approved Project work areas, access roads, and staging areas; e) Best management practices (BMPs) and their location at various Project sites for erosion control, species exclusion, in addition to general housekeeping requirements; and f) Specific requirements sanctioned by NPS that the Project must comply with while working on NPS-managed lands, including but not limited to: i. Preconstruction surveys for and relocation of terrestrial wildlife prior to grading or vegetation removal at Fort Funston; ii. Biological monitoring during Project initiation at each NPS-managed Project location (e.g., Ocean Outlet work area) to identify nearby sensitive biological resources and implement avoidance or protection measures approved by NPS staff; iii. Seasonal work restrictions during wildlife breeding, nesting, or migration periods; and iv. Work area exclusion methods, communication and relocation protocols if wildlife enters a work area(s) while a biological monitor is not onsite.	1. DC 2. DC (Biologist) 3. DC (Biologist) 4. DC	1. DC 2. DC/NPS 3. DC 4. DC	1. Ensure that contract documents include provisions that all project personnel to attend WEAP training prior to the start of onsite work. 2. Ensure that training program complies with NPS requirements, where applicable. 3. Obtain and review résumé or other documentation of consulting biologist's qualifications. Develop worker training program and ensure that all construction personnel participate in the environmental training prior to beginning work at the job site(s). Conduct additional trainings as new workers start project work. Require workers to sign the training program sign-in sheet. Maintain file of training sign-in sheets. 4. Compare list of WEAP attendees with list of contracted workers. Ensure that all workers have attended the WEAP training prior to starting work.	1. Preconstruction 2. Preconstruction 3. Preconstruction/ Construction 4. Preconstruction/ Construction

Impact No.	Impact Summary	Mitigation Measure	Monitoring and Reporting Program			
			Implementation and Reporting			
			Responsible Party	Reviewing and Approval Party	Monitoring and Reporting Actions	Implementation Schedule
Biological Resources (cont.)						
BIO-2 (cont.)		**3.4-2b: Avoidance and Minimization Measures for Western Pond Turtle.** During construction at the Lake Merced overflow structure in South Lake, construction at the outlet structure on the bank and within waters of Impound Lake, and during installation of the in-lake treatment infrastructure a qualified biological monitor shall be present during vegetation removal and the installation of exclusion fencing and cofferdam at Impound Lake. Also, the following measures shall be implemented: a) Within one week before construction commences at these locations, a qualified biologist shall supervise the installation of exclusion fencing along the terrestrial boundaries of the work area, as the biologist deems necessary. This is to prevent western pond turtles and incidental common wildlife from entering the work area from the adjacent riparian and upland grassland habitats. The construction contractor shall install CDFW-approved species exclusion fencing, with a minimum height of 3 feet above ground surface and with an additional 4 to 6 inches of fence material buried such that species cannot crawl under the fence. Any vegetation removal in advance of exclusion fence installation shall be performed under the supervision of a qualified biologist. b) A qualified biologist shall supervise the installation of a cofferdam around the inwater work area which shall be in place throughout the duration of construction on the Lake Merced overflow structure in South Lake and the Lake Merced outlet into Impound Lake (should lake water levels at the time of construction require in-water work to execute construction of either the overflow or the outlet structure). The following measures will be taken to prevent entrapment of western pond turtle and common, resident fish21 within the cofferdam: i. The qualified biologist shall visually survey the area for wildlife where the cofferdam is to be installed and monitor affected waters during installation. ii. As the final cofferdam piece is installed, resulting in isolation of the work zone and potential trapping of turtles and fish, the qualified biologist shall oversee initial dewatering of the area and conduct rescue-relocation effort of potentially isolated turtles and fish. Once a zero catch is recorded for three successive passes of nets, the work area can be declared free of wildlife. iii. The biologist shall monitor final dewatering of the work area and rescue-relocate any final fish that are revealed by drawing water levels all the way down. iv. The isolated work area can now be considered a construction zone and can be managed as such. Memo of rescue-relocation results involving western pond turtles shall be submitted to CDFW, as required by CDFW, and kept on file at construction site (in case of inspections). c) The biological monitor shall monitor the exclusion fencing and inspect the cofferdam weekly to confirm proper maintenance and inspect for turtles. If turtles are found, the contractor shall halt construction in the immediate area and contact the CDFW for instructions on how to proceed. Construction may resume after approval from the CDFW. d) During construction and/or maintenance activities at work sites around Lake Merced, excavations deeper than 6 inches shall have an escape ramp of earth or a wooden plank installed at a 3:1 rise, be completely covered with plywood/metal plates at the end of each day to prevent entrapment, or be surrounded by species exclusion fencing to prevent species entry; openings, such as the ends of pipes, where western pond turtles might seek refuge shall be covered when not in use; and all trash that may attract predators or hide western pond turtles shall be properly contained each day, removed from the worksite, and disposed of regularly. Following site remediation, the construction contractor shall remove all trash and construction debris from the work areas.	1. DC 2. DC (Biologist) 3. DC (Biologist) 4. DC	1. DC 2. DC/CDFW/ USFWS 3. DC 4. DC	1. Ensure that contract documents include applicable avoidance and minimization measures for western pond turtles and incidental, common wildlife, including requirement for exclusion fencings. 2. Obtain and review résumé or other documentation of consulting biologist's qualifications. Conduct preconstruction surveys, species relocation (if appropriate and approved by CDFW and/or USFWS), and monitoring, including weekly fence inspection. Document activities in monitoring logs. 3. Develop worker training program and ensure that all construction personnel participate in the environmental training prior to beginning work at the job site(s). Require workers to sign the training program sign-in sheet. Maintain file of training sign-in sheets. 4. Monitor to ensure that contractor(s) implements measures in contract documents. Report noncompliance, and ensure corrective action.	1. Design 2. Preconstruction/ Construction 3. Preconstruction/ Construction 4. Construction

Impact No.	Impact Summary	Mitigation Measure	Monitoring and Reporting Program			
			Implementation and Reporting			
			Responsible Party	Reviewing and Approval Party	Monitoring and Reporting Actions	Implementation Schedule
Biological Resources (cont.)						
BIO-3	Construction of the Project could have a substantial adverse effect either directly or through habitat modifications, on migratory birds and/or on bird species identified as special-status in local or regional plans, policies, or regulations, or by the CDFW or USFWS.	**3.4-3: Nesting Bird Protection Measures** Nesting birds and their nests shall be protected during construction through the implementation of the following measures: a) To the extent feasible, conduct initial ground disturbance and site grading, vegetation removal, tree removal, pile driving, and other construction activities that may compromise breeding birds or the success of their nests outside of nesting season (i.e., from January 1 – August 15). Timing of pile driving on NPS-managed lands shall be coordinated with NPS biologists. b) If construction activities cannot be fully avoided during bird nesting season (i.e., from January 1 to August 15), a qualified wildlife biologist shall conduct preconstruction nesting surveys within 7 days prior to the start of construction or prior to reinitiating construction after any construction breaks of 14 days or more. Lead agencies and/or responsible agencies may, at their discretion, require shorter preconstruction survey periods as a condition of Project approval (e.g., NPS previously has required that surveys occur within less than 7 days prior to the start or re-initiation of construction in other GGNRA locations). Surveys shall be performed for the Project sites and for suitable habitat within 250 feet of the Project sites in order to locate any active passerine (perching bird) nests and within 500 feet of the Project sites to locate any active raptor (birds of prey) nests or double-crested cormorant or heron rookeries. c) If active nests are located during the preconstruction bird nesting surveys, a qualified biologist shall evaluate if the schedule of construction activities could affect the active nests and if so, the following measures shall apply: i. If construction is not likely to affect the active nest, it may proceed without restriction; however, a biologist shall regularly monitor the nest to confirm there is no adverse effect and may revise their determination at any time during the nesting season. ii. If construction may affect the active nest, the qualified biologist shall establish a no-disturbance buffer around the nest(s) and all Project work shall halt within the buffer until it is determined no longer in use by a qualified biologist. Typically, these buffer distances are 250 feet for passerines and 500 feet for raptors; however, they may be adjusted if 1) determined to not sufficiently avoid or minimize adverse project effects in which case the buffer would be expanded, or 2) an obstruction, such as a building, is within line-of-sight between the nest and construction in which case the buffer could be reduced, if approved by CDFW. Modifying nest buffer distances, allowing certain construction activities within the buffer, modifying construction, and removing or relocating active nests shall be coordinated with the CDFW as appropriate given the nests that are found on the site. Protective measures surrounding nests found on NPS-managed lands shall be coordinated with NPS. iii. Any work that must occur within established no-disturbance buffers (e.g., vegetation removal, grading, work with hand tools, etc.) around active nests shall be monitored by a qualified biologist. If adverse effects in response to Project work within the buffer are observed and could compromise the nest, work shall halt until the nest fledges. d) Any birds that begin nesting within the Project area and survey buffers amid construction activities are assumed to be habituated to construction-related or similar noise and disturbance levels so exclusion zones around nests may be reduced or eliminated in these cases as determined by the qualified biologist in coordination with respective land managers. Work may proceed around these active nests as long as they and their occupants are not directly impacted. Protective buffers may be established around such nests at any time if Project-related adverse effects to bird, nests, or nestlings are observed.	1. DC 2. DC (Biologist) 3. DC (Biologist) 4. DC	1. DC/NPS 2. DC/NPS 3. DC/CDFW/NPS 4. DC/NPS	1. Ensure that construction contract includes provisions to avoid construction disturbance during the nesting season. 2. Obtain and review résumé or other documentation of consulting biologist's qualifications. Conduct preconstruction nesting surveys within 7 days or less prior to start of construction or reinitiation of construction activities. 3. Create construction mitigation and monitoring plan if active nests are located within disturbance range of project area. 4. Monitor to ensure contractor(s) implements measures in contact documents. Report non-compliance and ensure corrective action.	1. Design 2. Preconstruction 3. Preconstruction/ Construction 4. Construction
		Implement Mitigation Measure 3.11-1 (see details under Noise and Vibration, below)				

Impact No.	Impact Summary	Mitigation Measure	Monitoring and Reporting Program			
			Implementation and Reporting			
			Responsible Party	Reviewing and Approval Party	Monitoring and Reporting Actions	Implementation Schedule
Biological Resources (cont.)						
BIO-4	Project construction could have a substantial adverse effect either directly or through habitat modifications, on bats identified as special-status in local or regional plans, policies, or regulations, or by the CDFW or USFWS.	**3.4-4: Avoidance and Minimization Measures for Special-Status Bats.** A preconstruction survey for special-status bats shall be conducted by a qualified biologist in advance of tree and structure removal within the project site to characterize potential bat habitat and identify active roost sites. Should the preconstruction survey find no bat habitat or bat roosting sites then no further action is required. Should potential roosting habitat or active bat roosts be found in trees and/or structures to be removed under the project, Daly City shall implement avoidance and minimization measures. These measures include, but are not limited to, the following, subject to modification by the terms of applicable permits issued by the CDFW: a) Removal of trees and structures shall occur when bats are active, approximately between the periods of March 1 to April 15 and August 15 to October 15; outside of bat maternity roosting season (approximately April 15 – August 31) and outside of months of winter torpor (approximately October 15 – February 28), to the extent feasible. b) If removal of trees and structures during the periods when bats are active is not feasible and active bat roosts being used for maternity or hibernation purposes are found on or in the immediate vicinity of the project site where tree and structure removal is planned, a no disturbance buffer of 100 feet shall be established around these roost sites until they are determined to be no longer active by the qualified biologist. A 100-foot no disturbance buffer is a typical protective buffer distance however may be modified by the qualified biologist depending on existing screening around the roost site (such as dense vegetation or a building) as well as the type of construction activity which would occur around the roost site. c) The qualified biologist shall be present during tree and structure removal if potential bat roosting habitat or active bat roosts are present. Trees and structures with active roosts shall be removed only when no rain is occurring or is forecast to occur for 3 days and when daytime temperatures are at least 50°F. d) Removal of trees with potential bat roosting habitat or active bat roost sites shall follow a two-step removal process: i. On the first day of tree removal and under supervision of the qualified biologist, branches and limbs not containing cavities or fissures in which bats could roost, shall be cut only using chainsaws. ii. On the following day and under the supervision of the qualified biologist, the remainder of the tree may be removed, either using chainsaws or other equipment (e.g., excavator or backhoe). e) Removal of structures containing or suspected to contain potential bat roosting habitat or active bat roosts shall be dismantled under the supervision of the qualified biologist in the evening and after bats have emerged from the roost to forage. Structures shall be partially dismantled to significantly change the roost conditions, causing bats to abandon and not return to the roost.	1. DC 2. DC (Biologist) 3. DC (Biologist)	1. DC/CDFW 2. DC 3. DC/NPS	1. Ensure that contract documents include applicable avoidance and minimization measures for special status bats. 2. Obtain and review resume or other documentation of consulting biologist's qualifications. Conduct pre-construction survey. If roosts are found, implement appropriate measures. Document activities in monitoring logs. 3. Monitor to ensure that contractor(s) implements measures in contract documents. Report noncompliance, and ensure corrective action.	1. Design 2. Preconstruction 3. Construction
BIO-5	Project construction could have a substantial adverse effect on central dune scrub, a sensitive natural community identified by the CDFW.	**3.4-5: Avoidance, minimization, and compensation for impacts to central dune scrub.** a) Concurrent with focused botanical surveys, prior to establishing staging areas or beginning construction activities, areas of central dune scrub vegetation within the Project footprint and within a 50-foot buffer adjacent to the Project footprint shall be mapped by a qualified botanist using a Global Positioning System (GPS) unit with 3-meter accuracy. b) To the extent feasible, Project elements shall be designed to avoid and minimize impacts to central dune scrub. This includes minimizing the Project footprint within central dune scrub or siting Project elements outside of this sensitive community. Where central dune scrub can be avoided, protective fencing shall be installed along the edge of construction areas including temporary and permanent	1. DC 2. DC (Botanist) 3. DC (Ecologist) 4. DC (Botanist) 5. DC (Ecologist)	1. DC 2. DC 3. DC/NPS/ CDFW/CCC 4. DC 5. DC/NPS	1. Ensure that contract documents include applicable avoidance and minimization measures for central dune scrub. 2. Obtain and review resume or other documentation of consulting botanist qualifications. Conduct pre-construction survey and map areas that contain central dune scrub within project area and within a 50-foot buffer adjacent to project footprint.	1. Design 2. Preconstruction 3. Preconstruction 4. Construction 5. Post-construction

Impact No.	Impact Summary	Mitigation Measure	Monitoring and Reporting Program			
			Implementation and Reporting		Monitoring and Reporting Actions	Implementation Schedule
			Responsible Party	Reviewing and Approval Party		
Biological Resources (cont.)						
BIO-5 (cont.)		access roads where construction will occur within 50 feet of the edge of central dune scrub (as determined by a qualified botanist). The location of fencing shall be marked in the field with stakes and flagging and shown on the construction drawings. The construction specifications shall contain clear language that prohibits construction-related activities, vehicle operation, material and equipment storage, trenching, grading, or other surface-disturbing activities outside of the designated construction area. Signs shall be erected along the protective fencing at a maximum spacing of one sign per 25 feet of fencing. The signs shall state: "This area is environmentally sensitive; no construction or other operations may occur beyond this fencing. Violators may be subject to prosecution, fines, and imprisonment." The signs shall be clearly readable at a distance of 20 feet, and shall be maintained for the duration of construction activities in the area. c) In areas where impacts to central dune scrub cannot be avoided, the Project proponent shall prepare and implement an onsite Revegetation and Restoration Plan for Central Dune Scrub, to be submitted to CDFW and CCC for review and approval. For impacts to central dune scrub on NPS-managed lands, the plan shall also be coordinated with and approved by NPS. Restoration and revegetation shall take place onsite following Project completion and will directly restore those areas temporarily impacted. If grading has occurred in these locations to facilitate Project construction, re-contouring of the disturbed areas to pre-project conditions or similar shall be performed prior to restoration. If permanent impacts to central dune scrub occur within the Project footprint, central dune scrub adjacent to the restored areas could be enhanced through (1) removal of invasive plants, (2) planting of local central dune scrub species, and (3) continued monitoring and maintenance to compensate for permanent losses. The revegetation and restoration plan shall be prepared by a qualified restoration ecologist and shall include specifications for seed and propagule26 collection prior to the commencement of construction and at the appropriate phonological stage to capture reproductive structures of target central dune scrub plants. The restoration ecologist shall coordinate with a local native plant restoration nursery and NPS for restoration of central dune scrub on NPS-managed lands to either store the propagules until planting or grow the plants so that they are ready to plant once construction is complete. Restoration areas shall be monitored to assess reestablishment for 5 years or until the sites meet the success criteria determined in the plan. At a minimum, total native vegetation cover, composition, and species richness in the restored areas should be monitored and maintained until comparable with suitable reference sites.			3. Obtain and review resume or other documentation of consulting restoration ecologist qualifications. Prepare and implement onsite Revegetation and Restoration Plan in areas where impacts to Central Dune Scrub cannot be avoided. 4. Monitor to ensure that contractor(s) implements measures in contract documents. Report noncompliance, and ensure corrective action. 5. Monitor restoration areas for 5 years or until the sites meet criteria in restoration plan.	
BIO-6	Project construction would not have a substantial adverse effect on upland vegetation communities identified in local or regional plans, policies, regulations, or by the CDFW or USFWS.	**3.4-6: Implement Tree Protection Measures and Plant Replacement Trees.** 1. A certified arborist shall perform a tree survey of the Project prior to construction to identify trees to be removed, trimmed, or retained and that shall need to be protected during construction. 2. Trees to be trimmed or retained under the Project shall be protected during construction by measures determined by the certified arborist that may include but are not limited to the following: a. Establishing a Tree Protection Zone (TPZ) around any tree or group of trees to be retained. The formula typically used is defined as 1.5 times the radius of the dripline or 5 feet from the edge of any grading, whichever is greater. The TPZ may be adjusted on a case-by-case basis after consultation with a certified arborist. b. Marking the TPZ of any trees to be retained with permanent fencing (e.g., post and wire or equivalent), which shall remain in place for the duration of construction activities in the area. "Keep Out" signs shall be posted on all sides of fencing.	1. DC 2. DC (Arborist) 3. DC 4. DC	1. DC/SFDPW 2. DC 3. SFDPW 4. DC	1. Ensure that contract documents include tree protection and replacement measures. 2. Obtain and review resume or other documentation of certified arborist's qualifications. Conduct preconstruction tree survey to identify trees to be removed, trimmed, retained, and/or protected during construction. 3. Ensure that the contractor implements tree removal and replacement measures in accordance with SFDPW requirements. 4. Monitor to ensure that contractor implements measures in contract documents. Report noncompliance, and ensure corrective action.	1. Design 2. Preconstruction 3. Preconstruction/ Construction 4. Construction

Impact No.	Impact Summary	Mitigation Measure	Monitoring and Reporting Program			
			Implementation and Reporting			
			Responsible Party	Reviewing and Approval Party	Monitoring and Reporting Actions	Implementation Schedule
Biological Resources (cont.)						
BIO-6 (cont.)		c. Prohibiting construction-related activities, including grading, trenching, construction, demolition, or other work within the TPZ; or, if work within the TPZ is necessary, performing the work in a manner that will adequately protect the tree. No heavy equipment or machinery shall be operated within the TPZ. No construction materials, equipment, machinery, or other supplies shall be stored within a TPZ. No wires or signs shall be attached to any tree. Any modifications shall be approved and monitored by a certified arborist. d. Pruning selected trees to provide necessary clearance during construction and to remove any defective limbs or other parts that may pose a failure risk. All pruning shall be completed by a certified arborist or tree worker and adhere to the Tree Pruning Guidelines of the International Society of Arboriculture. 3. Trees to be removed under the Project shall follow the SFDPW tree removal permit process and be replaced on the property from which trees are removed at a 1:1 ratio. Non-native trees removed shall be replaced with native tree species determined suitable for the site by a qualified biologist, horticulturist, landscape architect, or biologist in coordination with the SFDPW. a. Trees shall be replaced within the first year after completion of construction, or as soon as possible in areas where construction has been completed, during a favorable time period for replanting, as determined by a qualified arborist, horticulturist, or landscape architect. b. Selection of replacement sites and installation of replacement plantings shall be supervised by a qualified arborist, horticulturist, landscape architect, or landscape contractor. Irrigation of trees during the initial establishment period (generally for two to four growing seasons) shall be provided as deemed necessary by a qualified arborist, horticulturist, landscape architect, or landscape contractor. c. Trees shall be planted at or in close proximity to removal sites, in locations suitable for the replacement species. The specialist shall work with the SFDPW to determine appropriate nearby off-site locations that are within the same jurisdiction from which the trees are removed if replanting within the well facility sites is precluded. d. A qualified arborist, horticulturist, landscape architect, or landscape contractor shall monitor newly planted trees at least twice a year for five years. Each year, any trees that do not survive shall be replaced and monitored at least twice a year for five years thereafter.				
BIO-7	Construction of the Project would have a substantial adverse effect on sensitive communities identified in local or regional plans, policies, regulations, or by CDFW or USFWS through the introduction or spread of invasive plants.	**3.4-7a: Control Measures for Spread of Invasive Plants.** Construction best management practices shall be implemented in all construction areas to prevent the spread of invasive plants, seed, propagules, and pathogens through the following actions: 1) Avoid driving in or operating equipment in weed-infested areas outside of fenced work areas and restrict travel to established roads and trails whenever possible. 2) Avoid leaving piles of exposed soil or construction materials in areas with the potential for invasive plants (e.g., Fort Funston staging area). Non-active stockpiles shall be covered with plastic or a comparable material. 3) Clean tools, equipment, and vehicles before transporting materials and before entering and leaving worksites (e.g., wheel washing stations at Project site access points). Inspect vehicles and equipment for weed seeds and/or propagules stuck in tire treads or mud on the vehicle to minimize the risk of carrying them to unaffected areas. Designate areas within active construction sites for cleaning and inspections.	1. DC/NPS 2. DC/NPS	1. DC/NPS 2. DC/NPS	1. Ensure that construction contract includes best management practices and control measures for the spread of invasive plants, at all project locations, with additional actions to be implemented at Fort Funston. 2. Monitor to ensure that contractor implements measures in contract documents. Report noncompliance, and ensure corrective action.	1. Design 2. Construction

Impact No.	Impact Summary	Mitigation Measure	Monitoring and Reporting Program			
			Implementation and Reporting		Monitoring and Reporting Actions	Implementation Schedule
			Responsible Party	Reviewing and Approval Party		
Biological Resources (cont.)						
BIO-7 (cont.)		The following additional actions shall be implemented at Fort Funston: 4) An NPS representative shall inspect vehicles and equipment prior to project initiation at any Fort Funston work area work for weed seeds and plant fragments that could colonize within the site. At Project initiation, all construction vehicles must be cleaned to remove soil and plant fragments at the Fort Funston main parking area (or other agreed to location) and vehicles or equipment that are not clean shall be rejected until clear of weed seed and plant fragments. Wheel washing stations or other methods to remove and contain seeds or other plant fragments from vehicles, equipment, boots, and tools shall be performed in designated areas. 5) All equipment and tools involved in soil disturbance at Fort Funston shall be disinfected using a 10% bleach or 70% isopropyl alcohol solution prior to initial use within Fort Funston or prior to returning to Fort Funston if used on another project site. 6) Only certified, weed-free, plastic-free imported erosion control materials (or rice straw in upland areas) shall be used at Fort Funston.				
		3.4-7b: Post-Construction Treatment of Upland Areas. Upon completion of final grading, and in order to prevent the establishment and spread of invasive plant species in upland areas temporarily disturbed by construction activities, hydroseed or broadcast seed of a native plant seed mix shall be applied to upland areas disturbed during construction. This does not include areas of central dune scrub which will be restored according to Mitigation Measure 3.4-5, Avoidance, minimization, and compensation for impacts to central dune scrub. Native plant seed mix composition shall vary between sites and depend on the surrounding vegetation community of each area. Post-construction treatment of upland areas on NPS-managed lands (i.e., disturbed dune scrub) shall be coordinated with and approved by NPS and all seeds and propagules shall be collected and grown according to NPS protocols. Fertilizers shall not be used at Fort Funston post construction as they may favor invasive plant species over native perennial species. Following post construction treatment of these upland areas disturbed during construction (i.e., hydroseeding, broadcast seeding, or planting), monitoring of these areas shall occur quarterly for a minimum of 2 years. If more than 50 percent of the relative plant cover of these areas is composed of invasive plant species, management actions shall be carried out to reduce the invasive plant cover and promote the native species.	1. DC/NPS 2. DC	1. DC/NPS 2. DC/NPS	1. Ensure that construction contract includes post-construction treatment of upland areas to prevent spread of invasive plant species. 2. Conduct monitoring program quarterly for a minimum of 2 years following post construction treatment of upland areas.	1. Design 2. Post-construction
BIO-8	Project construction could have a substantial adverse effect on wetlands and other jurisdictional waters.	**3.4-8a: Wetland Avoidance and Protection.** Access roads, work areas, and infrastructure shall be sited to avoid and minimize direct and indirect impacts to wetlands and waters to the extent feasible. Where work will occur on the Project adjacent to state and federal jurisdictional wetlands and waters, protection measures shall be applied to protect these features. These measures shall include the following: 1) A protective barrier (such as silt fencing) shall be erected around adjacent wetland or water features to isolate them from Project activities and reduce the potential for incidental fill, erosion, or other disturbance; 2) Signage shall be installed on the fencing to identify sensitive habitat areas and restrict construction activities beyond fenced limits; 3) No equipment mobilization, grading, clearing, storage of equipment or machinery, or similar activity shall occur at the Project site until a representative of Daly City has inspected and approved the wetland protection fencing; 4) Daly City shall ensure that the temporary fencing is continuously maintained until all remediation is completed;	1. DC 2. DC	1. DC 2. DC	1. Ensure that construction contract includes avoidance and protection measures for wetlands and waters where work occurs adjacent to such locations. 2. Monitor to ensure that contractor(s) implements measures in contract documents. Report noncompliance, and ensure corrective action.	1. Design 2. Construction

Impact No.	Impact Summary	Mitigation Measure	Monitoring and Reporting Program			
			Implementation and Reporting		Monitoring and Reporting Actions	Implementation Schedule
			Responsible Party	Reviewing and Approval Party		
Biological Resources (cont.)						
BIO-8 (cont.)		5) Equipment maintenance and refueling in support of Project implementation shall be performed in designated upland staging areas and work areas, and spill kits shall be available onsite. Maintenance activity and fueling must occur at least 50 feet from jurisdictional wetlands and other waters or farther as specified in the Project permits and authorizations; and 6) Installation of the cofferdam around the existing outfall structure on the beach below Fort Funston and all subsequent work outside of the cofferdam once installed shall be conducted during periods of low tide, out of the Pacific Ocean, and when beach conditions provide accessible areas for equipment mobilization and storage beyond the reach of tides. Drip pans and/or liners shall be stationed beneath all equipment staged on the beach to minimize spill of deleterious materials into jurisdictional waters and spill kits shall be available within the cofferdam for easy accessibility during beach work. A fencing material meeting the requirements of both water quality protection and wildlife exclusion may be used.				
		3.4-8b: Compensation for Impacts to Wetlands and Riparian Habitat. To offset temporary impacts, restoration to pre-project conditions (typically including contours, topsoil, and vegetation) shall be conducted, as required by regulatory permits (e.g., those issued by the Corps, RWQCB, CDFW, and/or CCC). To offset unavoidable permanent impacts to jurisdictional wetlands, waters, and to riparian habitat, compensatory mitigation shall be provided as required by regulatory permits. Compensation may include on-site or off-site creation, restoration, or enhancement of jurisdictional resources, or payment into an approved mitigation bank for in-kind habitat credits, as determined by the permitting agencies. Mitigation bank credits, if available, shall be obtained prior to the start of construction. On-site or off-site creation/restoration/enhancement plans must be prepared by a qualified biologist prior to construction and approved by the permitting agencies. Implementation of creation/restoration/enhancement activities by the permittee shall occur prior to Project impacts, whenever possible, to avoid temporal loss. On- or off-site creation/restoration/enhancement sites shall be monitored by Daly City for at least five (5) years to ensure their success.	1. DC (Biologist) 2. DC (Biologist; Construction) 3. DC	1. DC 2. DC/USACE/ RWQCB/ CDFW/CCC 3. DC	1. Obtain and review résumé or other documentation of consulting biologist's qualifications. Prepare on-site and off-site creation/restoration/enhancement plans. 2. Restore wetlands, waters, and riparian habitat to pre-construction conditions. Ensure that compensatory mitigation measures for unavoidable permanent impacts comply with applicable regulatory permits. 3. Monitor on- or off-site restoration sites for at least 5 years.	1. Design/ Preconstruction 2. Post-construction 3. Post-construction
BIO-9	Construction of the Project could impede movement of native resident fish species.	**Implement Mitigation Measure 3.4-2b: Avoidance and Minimization Measures for Western Pond Turtle (see details above)**				
BIO-10	Construction of the Project could interfere substantially with the movement of native resident or migratory species or with established native resident or migratory corridors, or impede the use of nursery sites.	**3.4-9: Night Lighting Minimization** At construction areas set up for nighttime activity and requiring nighttime lighting, the construction contractor shall implement the following measures as long as the safety of workers is not compromised: a) To the extent feasible, night construction near suitable habitat for nesting and migratory birds and roosting bats (e.g., scrub vegetation, dense wooded areas, unoccupied buildings) shall be avoided during bird nesting season (January 1 – August 15), bat maternity roosting season (approximately April 15 – August 31), and periods of winter torpor (approximately October 15 – February 28). b) All construction-related lighting shall be fully shielded and focused downward to the maximum extent feasible to ensure no significant illumination passes beyond the immediate work area into surrounding habitat (e.g., central dune scrub, bluffs or the Pacific Ocean), or vertically into the sky. Lighting should be positioned around the perimeter of the work area and oriented toward construction activity rather than toward surrounding habitat. A qualified biologist shall be present at the start of nighttime activities when lights are placed to facilitate appropriate light placement and ensure surrounding wildlife habitat is not unnecessarily illuminated. Maps or other information indicating the location(s) of active nests or nesting habitat nearby nighttime work shall be available at the construction site.	1. DC 2. DC (Biologist) 3. DC (Biologist) 4. DC (Biologist) 5. DC	1. DC 2. DC 3. DC 4. DC/CDFW/ USFWS/NPS 5. DC/NPS	1. Ensure that construction contract documents include requirements for nighttime lighting minimization. 2. Obtain and review résumé or other documentation of consulting biologist's qualifications. Conduct pre-construction surveys for nesting birds and roosting bats within 7 days or less prior to start of construction or reinitiation of construction activities. 3. Ensure that a qualified biologist is present at the start of nighttime activities to ensure that lighting avoids any wildlife habitat. 4. If active nests or roosts are present near nighttime construction areas, monitor for disturbance during night work to determine species tolerance. Create construction mitigation and monitoring plan.	1. Design 2. Preconstruction 3. Construction 4. Construction 5. Construction

Impact No.	Impact Summary	Mitigation Measure	Monitoring and Reporting Program: Implementation and Reporting — Responsible Party	Monitoring and Reporting Program: Implementation and Reporting — Reviewing and Approval Party	Monitoring and Reporting Program: Monitoring and Reporting Actions	Monitoring and Reporting Program: Implementation Schedule
		c) Yellow, orange, or other "warm colored" light shall be used where feasible (e.g., unless required by safety regulations, pre-installed in construction equipment, etc.).				
Biological Resources (cont.)						
BIO-10 (cont.)		d) Construction personnel shall reduce the amount of lighting to the minimum necessary to safely accomplish the work. e) Construction areas set-up for nighttime activity are subject to all of the same preconstruction surveys for nesting birds and roosting bats listed in Mitigation Measures 3.4-3 through 3.4-4. f) If active bird nests or bat roosts are identified near nighttime construction areas, a qualified biologist shall monitor nests or roosts for disturbance during night work to determine species tolerance to nearby lights. Illumination methods or shielding shall be modified if disturbance is determined to have potential to compromise the nest or roost. Coordination with CDFW, USFWS, or NPS (on NPS-managed lands) shall occur as appropriate.			5. Monitor to ensure that contractor(s) implements measures in contract documents. Report non-compliance, and ensure corrective action.	
BIO-12	Project operation could adversely affect central dune scrub, thimbleberry, wax myrtle, and canyon live oak scrub, and Vancouver rye grassland associated with Lake Merced.	**3.4-10a: Lake Level Management.** The Lake Merced overflow weir in South Lake shall be set at no greater than 9 feet City Datum to prevent lake water surface elevation from exceeding 9 feet City Datum during normal operations to avoid significant effects on wax myrtle scrub, Vancouver rye grassland, and eucalyptus forest. Lake Merced water levels shall be maintained at no more than 9 feet City Datum during normal operations. Should an operating WSE above 9 feet City Datum be selected or an extreme storm event requires temporary storage in Lake Merced that would increase WSE above 9 feet City Datum for more than 14 days (at which time vegetation die-off could occur), Mitigation Measure 3.4-10b is required.	1. DC (Structural Engineer) 2. SFPUC 3. SFPUC 4.	1. DC 2. DC 3. DC	1. Establish and incorporate design criterion for the overflow weir such that excess flow above 9 feet City Datum within 14 days of an extreme storm event. 2. Ensure that Lake Merced overflow weir in South Lake is set at no greater than 9 feet City Datum during normal operations. 3. Create log for overflow weir that documents daily operational level of weir. Create automatic alert if water level is greater than 9 feet City Datum for more than 14 days, to trigger actions required in Mitigation Measure 3.4-10b.	1. Design 2. Design/ Post-construction 3. Post-construction
		3.4-10b: Compensation for Loss of Sensitive Communities at Lake Merced. a) If 9.5 feet City Datum is selected as the target maximum WSE and Lake Merced water levels are not maintained at or below 9 feet City Datum during normal operations, or a storm event requires storage in Lake Merced that would increase WSE above 9 feet City Datum for more than 14 days for wax myrtle scrub and Vancouver rye grassland or for more than one month for blue gum eucalyptus forest, a resurvey of these sensitive vegetation communities around the Lake Merced shoreline to which a significant impact is predicted to occur (i.e., more than 10 percent loss) shall be performed post-inundation to determine actual percent loss. i. The resurvey shall be performed by qualified botanists and document the postinundation conditions (extent) of the wax myrtle scrub, Vancouver rye grassland, and blue gum eucalyptus around Lake Merced between the new inundation limit (above 9 feet WSE) and 13 feet WSE City Datum. Information on the extent of these sensitive natural communities gathered during this exercise may be applied to subsequent storm events during which WSE exceeds 9 feet WSE or if an operating WSE maintains lake levels above 9 feet WSE, for use in quantifying loss of these sensitive communities at various inundation limits above 9 feet City Datum. ii. Surveyors may use a combination of on-the-ground vegetation community and habitat type mapping with an assessment of current aerial imagery for informing cover estimates, similar to the mapping exercise performed in 2012 that informed the vegetation change analysis for this EIR/EIS. iii. Once the updated vegetation mapping exercise is complete, the new vegetation polygons shall be compared with the 2012 vegetation polygons to quantify change. The polygon comparison shall also	1. DC/SFPUC (Botanist) 2. DC/SFPUC (Botanist)	1. DC 2. DC/CDFW/ CCC/SFRPD	1. Obtain and review résumé or other documentation of consulting botanist's qualifications. If water levels are above 9 feet City Datum for more than 14 days, conduct a post-inundation sensitive vegetation survey in communities around the lake shoreline. 2. Prepare restoration plan for any sensitive vegetation communities or loss of habitat as a result of inundation. Submit to CDFW and CCC for approval.	1. Preconstruction/ Post-construction 2. Preconstruction

Impact No.	Impact Summary	Mitigation Measure	Monitoring and Reporting Program			
			Implementation and Reporting			
			Responsible Party	Reviewing and Approval Party	Monitoring and Reporting Actions	Implementation Schedule
		consider the new inundation line, to assess whether or not the change in vegetation communities is attributable to inundation or saturation.				
Biological Resources (cont.)						
BIO-12 (cont.)		iv. If the updated mapping exercise and comparison assessment determine impacts to wax myrtle scrub, Vancouver rye grassland, or blue gum eucalyptus are less than 10 percent following inundation above 9 feet WSE, no further mitigation is required. v. If the updated mapping exercise and comparison assessment determine impacts to wax myrtle scrub, Vancouver rye grassland, or blue gum eucalyptus vegetation communities are 10 percent or more, an onsite revegetation and restoration plan shall be developed for permanently impacted (inundated/lost) communities and habitat types, as detailed in part b), below. b) An onsite revegetation and restoration plan shall be prepared to compensate for the affected sensitive vegetation communities and habitat lost (in excess of 10 percent) with a maintained WSE above 9 feet City Datum for 14 days or more for wax myrtle scrub and Vancouver rye grassland and for one month or more for eucalyptus forest. The plan shall be submitted to CDFW and CCC for review and approval, as appropriate. Typical compensation ratios for these communities shall be between 1:1 and 3:1 with native plant replacement quantities that shall be determined by the appropriate permitting agencies. Restoration and revegetation shall take place onsite where possible, and occur above the maximum water surface elevation to be maintained at Lake Merced so that future inundation impacts are avoided, and be implemented in coordination with SFRPD. i. The revegetation and restoration plan shall be prepared by a qualified restoration ecologist and shall include specifications for seed and propagule collection prior to the commencement of construction and at the appropriate phonological stage to capture reproductive structures of target plants within each affected sensitive vegetation community or habitat type. The restoration ecologist shall coordinate with a local native plant restoration nursery to either store the propagules until planting or grow the plants so that they are ready to plant once construction is complete. Restoration areas shall be monitored to assess re-establishment for 5 years or until total native vegetation cover, composition, and species richness in the restored areas are similar to suitable reference sites. ii. Individual special-status plants within the affected wax myrtle scrub and Vancouver rye grassland communities shall be mitigated according to the guidelines established in Mitigation Measure 3.4-1, Avoidance, Minimization, and Compensation for Special-Status Plants, items d and f regarding additional compensation location and revegetation and restoration plan performance standard details. Eucalyptus forest communities shall be mitigated according to guidelines established in Mitigation Measure 3.4-6, Implement Tree Protection Measures and Plant Replacement Trees, item 3 regarding appropriate replacement tree types, techniques, and performance standards.				
BIO-15	Project operation could adversely affect native wildlife nursery sites associated with Lake Merced.	**Implement Mitigation Measure 3.4-10a: Lake Level Management and, if necessary, Mitigation Measure 3.4-10b: Compensation for Loss of Sensitive Communities at Lake Merced (see details above)**				
Cultural Resources						
CUL-1	The Project would cause a substantial adverse change in the significance of a historical resource because it would demolish the majority of the historic Vista Grande Canal and Tunnel.	**3.5-1: HABS/HAER Recordation.** Prior to initiation of Project construction or demolition, the City of Daly City, in consultation with the NPS, shall record the Vista Grande Canal and Tunnel in accordance with the NPS Historic American Building Survey/Historic American Engineering Record (HABS/HAER) program. This program entails: 1) documentation of the canal and tunnel through large-format black and white photographs (including the interior of the length of the tunnel), 2) preparation of a historic resources report, 3) preparation of measured drawings (or copies of original plans), and 4) archiving of the documentation package at the U.S. Library of Congress, the City of Daly City, Golden Gate park archives,	1. DC/NPS	1. NPS	1. Record Vista Grande Canal and Tunnel with the NPS Historic American Building Survey/Historic American Engineering Record (HABS/HAER) program.	1. Preconstruction

Impact No.	Impact Summary	Mitigation Measure	Monitoring and Reporting Program			
			Implementation and Reporting		Monitoring and Reporting Actions	Implementation Schedule
			Responsible Party	Reviewing and Approval Party		
		and other local repositories such as public libraries. The specific HABS/HAER requirements of the Vista Canal and Tunnel will be further detailed in consultation with the NPS Pacific Western Region's HABS/HAER coordinator.				
Cultural Resources (cont.)						
CUL-1 (cont.)		**3.5-2: Public Interpretation.** Prior to the completion of the Project, the City of Daly City, in coordination with the NPS, shall prepare a public interpretation package that may entail interpretive materials, including but not limited to signage, brochures, videos, historical narrative, or other printed or web-based methods of explaining the historical and engineering significance of the Vista Grande Canal and Tunnel to the general public.	1. DC/NPS	1. NPS	1. Prepare a public interpretation package explaining the historical and engineering significance of the Vista Grande Canal and Tunnel.	1. Preconstruction/ Construction/ Post-construction
CUL-2	The Project would cause a substantial adverse change in the significance of an archaeological resource, including shipwrecks.	**3.5-3: Inadvertent Discovery of Archaeological Resources or Shipwrecks.** The following measures shall be implemented should construction activities result in the inadvertent discovery of an archaeological resource: a) Prior to construction, a training session on the recognition of the types of archaeological resources that could be encountered and the procedures to be followed if they are found shall be presented to Project construction personnel by a qualified professional archaeologist. If prehistoric or historic-period archaeological resources or shipwrecks are encountered, all construction activities within 50 feet shall halt. If the resource is located within San Francisco, the San Francisco Planning Department also shall be notified. b) If the resource is located on federally administered lands, NPS also shall be notified. Abandoned shipwrecks, archaeological sites, and historic resources in submerged lands of California are under the jurisdiction of the California State Lands Commission (CSLC). In the case of an inadvertent discovery of a submerged archaeological site, shipwreck, or related artifacts, the applicable jurisdictional agency shall also contact and initiate consultation with the CSLC staff within two business days of such discovery. c) The qualified archaeologist shall inspect the find within 24 hours of discovery and consult with the applicable jurisdictional agency and the culturally affiliated Native American group or groups. d) If the find is determined to be a historical resource according to CEQA Guidelines or a historic property that meets the National Register listing criteria at 36 CFR 60.4, the archaeologist, in consultation with the applicable jurisdictional agency and the culturally affiliated Native American group shall determine whether preservation in place is feasible. This may be accomplished through planning construction to avoid the resource; incorporating the resource within open space; capping and covering the resource; or deeding the site into a permanent conservation easement. e) If preservation in place is not feasible, Daly City and the qualified archaeologist shall prepare and implement an Archaeological Research Design and Treatment Plan (ARDTP). Daly City, the qualified archaeologist, agencies with jurisdiction in the location(s) of the discovered resource(s), and the culturally affiliated Native American group(s, if applicable) shall meet to determine the scope of the ARDTP. The ARDTP shall identify a program for the treatment and recovery of important scientific data contained within the portions of the archaeological resources located within the Project Area of Potential Effects (APE); preserve any significant historical information obtained; and identify the scientific/historic research questions applicable to the resources, the data classes the resource is expected to possess, and how the expected data classes shall address the applicable research questions. f) Treatment for most archaeological resources shall consist of (but is not limited to) sample excavation, artifact collection, site documentation, and historical research, with the aim to target the recovery of important scientific data contained in the portion(s) of the significant resource(s) to be impacted by the Project. The treatment plan shall include provisions for analysis of data in a regional context, reporting of results within a timely manner, curation of artifacts and data at an approved facility, and dissemination of reports to local and state repositories, libraries, and interested professionals. The results of the investigation shall be documented in a technical report that provides a full artifact catalog,	1. DC 2. DC (Archeologist) 3. DC (Archeologist) 4. DC (Archeologist)	1. DC 2. DC 3. SFPD/NPS/ CSLC/Native American Groups 4. DC/SFPD/NPS/ CSLC/Native American Groups	1. Ensure that the contract documents include measures related to archeological discoveries or shipwrecks. 2. Obtain and review resume of qualified archeologist. Conduct training session with construction crew regarding types of archeological resources that could be encountered and procedures to follow. 3. Inspect any find within 24 hours and notify appropriate jurisdictional authority if archeological resources are discovered. Determine whether find can be preserved in place. 4. Prepare ARDTP if preservation cannot be made in place. Conduct treatment of resource as necessary.	1. Design 2. Preconstruction 3. Construction 4. Construction

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			Implementation and Reporting		Monitoring and Reporting Actions	Implementation Schedule
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		analysis of items collected, results of any special studies conducted, and interpretations of the resource(s) within a regional and local context. All technical documents shall be placed on file at the Northwest Information Center of the California Historical Resources Information System.				
Cultural Resources (cont.)						
CUL-3	Project construction would disturb human remains.	**3.5-4: Inadvertent Discovery of Human Remains.** The following measure shall be implemented should construction activities result in the inadvertent discovery of human remains: The treatment of any human remains and associated or unassociated funerary objects discovered during soil-disturbing activities shall comply with applicable state laws. Such treatment shall include stopping work within 50 feet of the discovery and immediate notification of the County Coroner. In the event of the coroner's determination that the human remains are Native American, the coroner shall notify the Native American Heritage Commission, which shall appoint a Most Likely Descendant (MLD) (Pub. Res. Code §5097.98). The qualified archaeologist, Daly City, the landowner of the property on which the discovery is made, and the MLD shall make all reasonable efforts to develop an agreement for the treatment, with appropriate dignity, of any human remains and associated or unassociated funerary objects (CEQA Guidelines §15064.5[d]). The agreement shall take into consideration the appropriate excavation, removal, recordation, analysis, custodianship, curation, and final disposition of the human remains and associated or unassociated funerary objects. Public Resources Code Section 5097.98 allows 48 hours to reach agreement on these matters. If the MLD and the other parties do not agree on the reburial method, the landowner of the property on which the discovery is made shall follow Public Resources Code Section 5097.98(b), which states that "the landowner or his or her authorized representative shall reinter the human remains and items associated with Native American burials with appropriate dignity on the property in a location not subject to further subsurface disturbance."	1. DC 2. DC (Archeologist) 3. DC (Archeologist)	1. DC 2. County Coroner/ Native American Heritage Commission/ Most Likely Descendant 3. DC/NPS	1. Ensure that Contract Documents include measures related to discovery of human remains. 2. If potential human remains are encountered, mobilize an archaeologist to confirm existence of human remains. If human remains are confirmed, perform required coordination and notifications. 3. Monitor to ensure that the contractor implements measures in contract documents including insuring that all potential human remains are reported as required and that contractor suspends work in the vicinity. Report noncompliance and ensure corrective action.	1. Design 2. Construction 3. Construction
Geology and Soils						
GEO-1	Construction, operation, and maintenance of the Project could expose people or structures to potential substantial adverse effects involving strong seismic ground shaking and/or seismic-related ground failure.	**3.6-1a:** Prior to final Project design, a qualified engineer and/or geologist shall perform an inspection to map the size, location, orientation, and patterns of cracks and any crack offsets to provide additional insight into possible tunnel deformation related to faulting, and to help better assess the potential impact of the Serra Fault Zone during future seismic events on the San Andreas Fault, as recommended in the geotechnical investigation conducted by Treadwell & Rollo (2013).	1. DC (Engineer/ Geologist)	1. DC	1. Obtain and review a resume for a qualified engineer/geologist. Inspect tunnel to map details of any cracks or deformation related to faulting.	1. Design
		3.6-1b: Daly City and/or its contractor(s) shall retain inspectors working under the auspices of a California-licensed geotechnical engineer to be present on the Project site during excavation, grading, and general site preparation activities to monitor the implementation of the recommendations specified in this measure. • Project construction shall be in conformance with CBC seismic design requirements and the OSHA Excavation and Trenching standard (29 CFR 1926.650) for the Project area. • When and if needed, the geotechnical engineer shall provide structure-specific geologic and geotechnical recommendations prior to and during construction that shall be documented in a report to be appended to the Project's previous geotechnical reports and approved by the City of San Francisco Department of Building Inspection.	1. DC (Geotechnical engineer) 2. DC (Geotechnical engineer) 3. DC (Geotechnical engineer)	1. DC 2. DC 3. City of San Francisco Department of Building Inspection	1. Obtain and review resume for CA-licensed geotechnical engineer. Monitor excavation and grading and general site preparation activities for seismic requirement standards. 2. Ensure that project construction/project area conforms with CBC seismic design requirements and OSHA Excavation and Trenching standard (29 CFR 1926.650) 3. Prepare report outlining structure specific geologic and geotechnical recommendations made prior to and during construction, if needed.	1. Design/ Preconstruction 2. Construction 3. Post-construction
		3.6-1c: Project foundations in the vicinity of Boring B-3 shall be constructed using cast-in-place drilled piers, micropiles, or another equivalent deep foundation system such as auger-cast or displacement piles or a torqued-in piling system for deep foundations.	1. DC 2. DC	1. DC 2. DC	1. Ensure that construction contract includes the appropriate boring equipment for Boring B-3. 2. Monitor to ensure that contractor(s) implements measures in contract documents.	1. Design 2. Construction

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					Report non-compliance, and ensure corrective action.	
Geology and Soils (cont.)						
GEO-2	The Project could result in substantial soil erosion or the loss of topsoil.	**3.6-2:** Annual maintenance shall include the following: inspection and flushing to make sure that subdrain pipes are free of debris and are in good working order; and inspection of subdrain outfall locations to verify that introduced water flows freely through the discharge pipes and that no excessive erosion has occurred.	1. DC 2. DC (Construction Contractor) 3. DC	1. DC 2. DC 3. DC	1. Ensure that contract documents include requirements for annual maintenance of subdrain pipes and subdrain outfall locations. 2. Prepare annual maintenance logs that include measures to ensure that subdrain pipes are free of debris, are in good working order, that water can flow freely from discharge pipes, and that no excessive erosion has occurred. 3. Review annual maintenance logs and monitor maintenance to ensure that contractor(s) implements measures in contract documents. Report non-compliance, and ensure corrective action.	1. Design 2. Construction/ Post-construction 3. Post-construction
GEO-3	The Project may be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the Project.	**3.6-3a:** The following recommendations regarding site preparation, foundations, retaining walls, seismic design, and other geotechnical aspects provided in the geotechnical report shall be incorporated into this Project. • Areas that will include improvements, including new below-grade structures, concrete flatwork and slabs-on-grade, shall be cleared and grubbed of all vegetation, and the site shall be stripped of organic topsoil containing over three percent organic matter. Stripped materials shall be removed from the site or stockpiled for later use in landscaped areas, if approved by the architect. • After stripping the existing soil subgrade, areas to receive fill or other improvements shall be scarified, moisture-conditioned, and compacted. The subgrade shall provide a firm, non-yielding surface. The soil subgrade shall be kept moist until it is covered by improvements. If soft or loose soil is encountered after stripping, the unsuitable material shall be excavated and replaced with suitable fill material. • All materials to be used as general engineered fill or backfill, including on-site soil, shall be free of organic material, be non-hazardous and non-corrosive, contain no large rocks or lumps, and have low expansion potential, and be approved by the geotechnical engineer. • Fill shall be placed in horizontal lifts, moisture-conditioned to above the optimum moisture content and compacted. • Fill placed beneath exterior slabs-on-grade/flatwork and other below-grade structures shall also be moisture-conditioned. From a geotechnical standpoint, concrete flatwork/exterior slabs and other below-grade structures can be cast directly on soil subgrade. If Class 2 aggregate base is used beneath flatwork/slabs or structures it shall be compacted as necessary. • Backfill for utility trenches and other excavations is also considered fill, and shall be compacted according to the recommendations previously presented. Jetting of trench backfill shall not be permitted. Special care shall be taken when backfilling utility trenches in pavement areas. • Temporary slopes in loose to medium dense sand shall not be steeper than 2:1 (horizontal to vertical) for slopes up to 15 feet in height. Slopes higher than 15 feet shall be analyzed for stability.	1. DC 2. DC (Construction Contractor) 3. DC (Construction Contractor) 4. DC (Geotechnical Engineer) 5. DC (Shoring Designer) 6. DC (Shoring Designer) 7. DC (Construction Contractor) 8. DC (Geotechnical Engineer) 9. DC (Construction Contractor) 10. DC	1. DC 2. DC 3. DC 4. DC 5. DC 6. DC 7. DC 8. DC 9. DC 10. DC	1. Ensure that contract documents include the recommendations provided in the geotechnical report. 2. Incorporate recommendations regarding site preparation, foundations, retaining walls, seismic design, and other geotechnical aspects from the geotechnical report into the Project. 3. Determine the length of tiebacks. 4. Observe and evaluate tieback testing and test results. 5. Evaluate required penetration depth of soldier piles to ensure they have sufficient axial capacity to support the vertical load acting on the piles. 6. Determine appropriate factor of safety to use an internally braced soil-cement shoring wall. 7. Select and design the dewatering system. 8. Check the design of the proposed dewatering system prior to installation. 9. Monitor for signs of subsidence while dewatering is in progress. 10. Monitor to ensure that contractor(s) implements measures in contract documents. Report non-compliance, and ensure corrective action.	1. Design 2. Design 3. Design/ Preconstruction 4. Preconstruction/ Construction 5. Design/ Preconstruction/ Construction 6. Design/ Preconstruction/ Construction 7. Construction 8. Preconstruction/ Construction 9. Construction 10. Construction

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		Temporary slopes in dense sand shall not be steeper than 1.5:1. If the sides of proposed excavations cannot be sloped back, then shoring shall be provided.				
Geology and Soils (cont.)						
GEO-3 (cont.)		• A flexible shoring system shall be designed to resist lateral earth pressures and other pressures as described in the geotechnical investigations. Traffic or surcharge loads shall be added to the active pressures. • The contractor shall be responsible for determining the actual length of tiebacks required to resist the lateral earth and water pressures imposed on the temporary retaining systems. • The geotechnical engineer shall observe tieback testing. • The geotechnical engineer shall evaluate the tieback test results and determine whether the tiebacks are acceptable. • The shoring designer shall evaluate the required penetration depth of the soldier piles. The soldier piles shall have sufficient axial capacity to support the vertical load acting on the piles, if any. • The geotechnical investigation anticipates an internally braced soil-cement shoring wall may be used for shoring in some areas where tiebacks aren't needed. The shoring designer shall determine the appropriate factor of safety to use. • During excavation, the groundwater shall be lowered and maintained at that level until sufficient structural weight or a foundation system is available to resist the hydrostatic uplift forces on the bottom of the foundation and/or slab-on-grade. The selection and design of the dewatering system shall be the responsibility of the contractor. The geotechnical engineer shall check the design of the proposed dewatering system prior to installation. • Adjacent improvements shall be monitored by the contractor for signs of subsidence including vertical movement and groundwater levels outside the excavation shall be monitored while dewatering is in progress.				
		3.6-3b: Prior to final Project design, additional slope stability studies, including updated geologic mapping and slope stability analysis, shall be performed by a California-licensed geotechnical engineer to evaluate potential for weakened blocks that could become loose during outlet construction or tunneling. Also, stability analyses shall be completed to evaluate the potential impacts of bluff failure on the new outlet structure to be constructed at the base of the cliff. If potential for weakened blocks to become loose or for bluff failure to occur during construction, the study shall include design specifications and construction methods, such as use of temporary structural supports, to avoid such effects. Recommendations from the studies shall be incorporated into the final Project design and construction methods, and implemented by Daly City and/or its contractors.	1. DC (Geotechnical engineer) 2. DC (Geotechnical engineer)	1. DC 2. DC	1. Obtain and review resume of CA-licensed geotechnical engineer. Conduct additional slope stability studies to evaluate potential stability issues during outlet construction and tunneling. 2. Incorporate recommendations from geotechnical slope studies into the final Project design and construction methods.	1. Design 2. Design
GEO-4	The proposed Project would not create substantial risks to life or property due to expansive or corrosive soils.	**3.6-4:** Daly City and/or its contractors shall ensure that all micropiles used for the Project are double-corrosion protected.	1. DC 2. DC (Construction Contractor) 3. DC	1. DC 2. DC 3. DC	1. Ensure that contract documents include provisions for contractors to double-corrosion protect micropiles. 2. Ensure that micropiles are double-corrosion protected. 3. Monitor to ensure that contractor(s) implements measures in contract documents. Report non-compliance, and ensure corrective action.	1. Design 2. Construction 3. Construction

Impact No.	Impact Summary	Mitigation Measure	Monitoring and Reporting Program			
			Implementation and Reporting			
			Responsible Party	Reviewing and Approval Party	Monitoring and Reporting Actions	Implementation Schedule
Greenhouse Gas Emissions and Climate Change						
GHG-1	Project construction and operation would generate GHG emissions.	**3.7-1: Greenhouse Gas Emission Reduction.** Daly City and/or its contractor(s) shall implement the following measures to reduce greenhouse gas emissions from construction: 1) On-road vehicle idling time shall be minimized and shall not exceed a 5-minute maximum. Additionally, off-road engines shall not idle for longer than 5 minutes, per Section 2449(d)(3) of Title 13, Article 4.10, Chapter 9 of the California Code of Regulations. Clear signage of this requirement shall be provided for construction workers at all access points to construction areas. 2) Utilize B20 biodiesel for generator fueling to reduce greenhouse gas emissions of generator operation by approximately 20 percent. 3) Following finalization of project design and construction phasing, but prior to the start of construction activities, Daly City and/or its contractors shall use best available modeling tools to estimate annual greenhouse gas emissions resulting from construction. After accounting for the use of B20 biodiesel as under Item 2, Daly City shall purchase carbon offsets in the amount that construction emissions would exceed the greenhouse gas emissions significance threshold of 1,100 MT/CO2-equivalent per year from an accredited source.	1. DC (Construction Contractor) 2. DC (Construction Contractor) 3. DC	1. DC 2. DC 3. DC	1. Ensure that contract documents include the requirements for reducing greenhouse gases. 2. Ensure that contract documents include the requirements for reducing greenhouse gases. 3. Ensure that the preparer(s) of estimates implement appropriate modeling tool. Ensure that carbon offsets are purchased prior to construction commencement.	1. Design 2. Design 3. Preconstruction
Hazards and Hazardous Materials						
HAZ-2	Project construction could result in a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment.	**3.8-1: Health and Safety Plan.** The construction contractor(s) shall prepare and implement a site-specific Health and Safety Plan in accordance with 29 CFR 1910.120 to protect construction workers and the public during all excavation, grading, and construction activities. The Health and Safety Plan shall include, but is not limited to, the following elements: • A summary of all potential risks to construction workers and maximum exposure limits for all known and reasonably foreseeable site chemicals; • Training for hazard recognition, including visual and olfactory cues; • Specified personal protective equipment and decontamination procedures, if needed; • Emergency procedures, including route to the nearest hospital; • Procedures to be followed in the event that evidence of potential soil or groundwater contamination (such as soil staining, noxious odors, debris or buried storage containers) is encountered. These procedures shall be in accordance with hazardous waste operations regulations and specifically include, but are not limited to, the following: immediately stopping work in the vicinity of the unknown hazardous materials release, and retaining a qualified environmental firm to perform sampling and remediation.	1. DC 2. DC (Construction Contractor) 3. DC	1. DC 2. DC 3. DC	1. Ensure that contract documents include the requirement for preparing a health and safety plan. 2. Prepare and submit a health and safety plan and verify that it includes information cited in contract documents. 3. Monitor to ensure that the contractor(s) implements measures in the contract documents and health and safety plan. Report noncompliance, and ensure corrective action.	1. Design 2. Preconstruction 3. Preconstruction/ Construction
HAZ-3	Project construction would not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan.	**Implement Mitigation Measure 3.15-1: Construction Traffic Management Plan** (see details under Transportation and Traffic, below)				

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Hydrology and Water Quality						
HYD-1	Project construction could violate water quality standards and/or waste discharge requirements, provide substantial additional sources of polluted runoff, or otherwise substantially degrade water quality.	**3.9-1: Implement Cofferdam Dewatering BMPs for In-Water Work.** If dewatering discharge produced during construction of the Lake Merced outlet and overflow structures is not discharged to the sewer system, a requirement shall be included in construction specifications that requires the construction contractor(s) to implement standard BMPs developed and approved by Daly City for the treatment of sediment-laden water produced during cofferdam dewatering activities. BMPs could include discharging water through filtration media, such as filter bags or a similar filtration device, or allowing the cofferdam dewatering discharge to infiltrate into the soil. If infiltration is used, application of the dewatering discharge shall be conducted at a rate and location that does not allow runoff into Lake Merced or drainage conveyances, such as storm drains, and does not cause flooding or runoff to adjacent properties. The dewatering discharge shall also be conducted at a rate that does not allow ponding, unless the ponding is a result of implementing BMPs to reduce the velocity of the flow and occurs within constructed containment, such as an excavation or berm with no outlet. The discharge must also be applied at a sufficient distance from building foundations or other areas that could be damaged from ground settling or swelling. Alternatively, and if feasible, the filtered dewatering effluent could be used for construction dust suppression. Any BMPs developed and implemented shall remove sediment in a manner sufficient to meet the Water Quality Objective for turbidity as specified in the Water Quality Control Plan for the San Francisco Bay Basin (Basin Plan). Specifically, receiving waters shall be free of changes in turbidity that cause nuisance or adversely affect beneficial uses and increases in turbidity related to dewatering discharges shall not be greater than 10 percent in areas where natural turbidity is greater than 50 Nephelometric Turbidity Units (NTU).	1. DC 2. DC 3. DC	1. DC 2. DC 3. DC	1. Ensure that contract documents include measures requiring the implementation of BMPs designed to treat sediment-laden water produced during cofferdam activities if dewatering discharge is not discharged to sewer system. 2. Review contractor's Dewatering Plan to ensure that it meets Water Quality Objectives for turbidity as specified in the Water Quality Control Plant for the Basin Plan. 3. Monitor to ensure that the contractor implements measures in Dewatering Plan, report noncompliance, and ensure corrective action within timelines specified in contract.	1. Design 2. Preconstruction 3. Construction
HYD-9	The Project could conflict with plans, policies, or regulations related to alteration of coastal landforms or processes adopted for the purpose of avoiding or mitigating an environmental effect.	**3.9-2: Avoidance and Minimization of Conflicts with California Coastal Act and NPS Management Policies.** The final design of the Ocean Outlet structures must minimize conflicts with the applicable Coastal Act requirements that new development: 1) be designed to eliminate or mitigate adverse effects on local shoreline sand supply (Section 30235); and 2) assure stability and structural integrity, and neither create nor contribute significantly to erosion, geologic instability, or destruction of the site or surrounding area or in any way require the construction of protective devices that would substantially alter natural landforms along bluffs and cliffs (Section 30253). In order to minimize conflicts with these policies, Daly City shall undertake the following steps when developing final engineering designs of the Ocean Outlet structures: 1) A California licensed engineer shall prepare a study consistent with the methods for assessing sea level rise in Coastal Development Permits detailed in the California Coastal Commission's Sea Level Rise Policy Guidance (California Coastal Commission, 2015). The study shall identify Project design elements that may conflict with California Coastal Act Policies (Sections 30235 and 30253) and recommend revisions to bring the final design into conformity with these guidelines and policies (Study). At a minimum, the Study shall: a) Use the range of projections recommended by the CCC's 2015 Sea Level Rise Policy Guidance in evaluating potential sea level rise effects over the Project planning horizon. b) Incorporate, and update as necessary, information concerning baseline conditions at the Ocean Outlet, and future projections (both with and without sea level rise) concerning: i) Bluff erosion rates and patterns; ii) Sand supply sequestering as a result of Project design; iii) Storm effects relating to coastal hazards (e.g., scour, wave runup, flooding; iv) Potential for exposure of Project infrastructure over the Project lifetime, and v) Potential cumulative effects of the Project on the identified coastal process elements above with applicable existing or future projects.	1. DC/NPS 2. DC (Engineer) 3. DC (Engineer) 4. DC (Engineer) 5. DC/NPS	1. DC/NPS 2. DC/NPS/CCC 3. NPS/CCC 4. DC/NPS/CCC 5. DC/NPS	1. Ensure that contract and design documents for the Ocean Outlet minimize conflicts with applicable Coastal Act requirements. 2. Obtain and review resume or other documentation of a CA-licensed engineer's qualifications. Prepare a study that is consistent with the methods for assessing sea level rise in Coastal Development Permits and the CCC's Sea Level Rise Policy Guidance. 3. Prepare report of study's findings and submit final report and design to NPS and CCC for review. 4. Ensure that recommendations made by NPS and CCC are incorporated into design and specifications and implemented during construction, operation, and maintenance of project. 5. Monitor to ensure the contractor(s) implements measures in contract documents. Report noncompliance and ensure corrective action.	1. Design 2. Design 3. Design 4. Design/ Construction/ Post-Construction 5. Construction

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Hydrology and Water Quality (cont.)						
HYD-9 (cont.)		c) Include recommendations for final engineering design, construction methods and materials for all aspects of the Ocean Outlet development, including the site preparation, building foundations, and design, to remedy any identified coastal process or coastal resource related impacts. Also the Study shall identify final engineering design recommendations and alternatives to minimize identified risks relating to hazards, such as geologic instability. Design recommendations and alternatives shall be protective of coastal resources throughout the expected life of the Project and include recommendations to minimize hazard exposure where avoidance is infeasible, including steps to relocate or modify the development as needed to prevent risks to the Project structures or to coastal resources. Such alternatives could include, but would not be limited to, alteration of the proposed wing walls or other outlet structure components to ensure final Project design is consistent with the following California Coastal Act policies to the extent feasible: a. Section 30235 Consistency: Construction of Project features that alter natural shoreline processes shall be approved only if it is determined by the CCC that such a design is required to serve a coastal dependent use or to protect existing structures or public beaches in danger from erosion, and that final design minimizes adverse impacts on local shoreline sand supply as compared to current and future baseline conditions. b. Section 30253 Consistency: Final design shall be approved only if it is determined that such a design minimizes contribution to erosion, geologic instability, or destruction of the site or surrounding area, and if the Project's necessary protective devices minimize the alteration of natural landforms. 2) The Study's findings shall be presented in a report, which shall be reviewed, signed, and stamped by the professional engineer in charge. The report shall be subject to technical review by Daly City, the NPS, SFPUC, and the CCC staff. 3) The report and final design shall be submitted to the NPS and CCC for review and approval to ensure any inconsistencies with NPS and CCC policy requirements are resolved. Recommendations in the approved study shall be incorporated into the design and construction specifications and shall be implemented during construction and operation and maintenance of the Project as applicable.				
Land Use and Planning						
LU-1	The project could conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect.	**Implement Mitigation Measure 3.9-2: Avoidance and Minimization of Conflicts with California Coastal Act and NPS Management Policies** (see details under Hydrology and Water Quality, above)				

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Noise and Vibration						
NOI-1	Project construction could temporarily expose persons to or generate noise levels in excess of local noise ordinances or create a substantial temporary increase in ambient noise levels.	**3.11-1:** The applicant shall require construction contractors to implement the following measures: • Equipment and trucks used for Project construction shall use the best available noise control techniques (e.g., improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures, and acoustically-attenuating shields or shrouds, wherever feasible). • Impact tools (e.g., jack hammers, pavement breakers, and rock drills) used for Project construction shall be hydraulically or electrically powered where feasible to avoid noise associated with compressed air exhaust from pneumatically powered tools. Where use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used; this muffler can lower noise levels from the exhaust by up to about 10 dBA. External jackets on the tools themselves shall be used where feasible; this could achieve a reduction of 5 dBA. Quieter procedures, such as use of drills rather than impact tools, shall be used whenever feasible. • Stationary construction noise sources shall be located as far from adjacent residential receptors as possible. Stationary noise-generating construction equipment shall be muffled and enclosed within temporary sheds, incorporate insulation barriers, and/or controlled using other measures to the extent this does not interfere with construction purposes. Specifically, any generator used on site shall be muffled using an acoustical enclosure.	1. DC 2. DC (Construction Contractor) 3. DC	1. DC 2. DC 3. DC	1. Ensure that contract documents include language requiring preparation of a noise control plan that includes best available noise control techniques. 2. Ensure that the noise control plan is prepared in accordance with the contract documents. 3. Monitor to ensure that the contractor(s) implements noise control requirements and ensure corrective action within timelines specified in contract.	1. Design 2. Preconstruction 3. Construction
		3.11-2: To further address potential nuisance impacts of Project construction, construction contractors shall implement the following: • Signs shall be posted at all construction site entrances to the property upon commencement of Project construction, for the purposes of informing all contractors/subcontractors, their employees, agents, material haulers, and all other persons at the applicable construction sites, of the basic requirements of Mitigation Measures 3.11-1. • Signs shall be posted at the construction sites that include permitted construction days and hours, a day and evening contact number for the job site, and a contact number in the event of problems. • An onsite complaint and enforcement manager shall respond to and track complaints and questions related to noise.	1. DC 2. DC (Construction Contractor) 3. DC	1. DC 2. DC 3. DC	1. Ensure that contract documents include requirements for the posting of signs that inform all construction personnel of the requirements of the noise control plan, permitted construction days/hours, and contact information. 2. Designate project liaison responsible for responding to noise complaints and enforcing noise control requirements. Ensure that liaison's name and phone number is included on posted notices. As necessary, develop a reporting program for tracking complaints received and for documenting their resolution. 3. Monitor to ensure that required signs are posted and that complaints are tracked and responded to in a timely manner. Report noncompliance and ensure corrective action.	1. Design 2. Preconstruction 3. Construction
NOI-2	Project construction could result in the exposure of persons to or generation of excessive groundborne Vibration or groundborne noise levels.	**3.11-3:** To address the vibration impact at the Missile Assembly Building located in Fort Funston, Daly City shall require construction contractors to implement the following vibration monitoring measures: 1) A pre-construction visual survey of the Missile Assembly Building shall be conducted and existing conditions shall be documented by use of photography or video. A qualified and licensed structural engineer and architectural historian shall be retained to assess whether the potentially affected structure(s) could withstand a vibration level above the "stop work" threshold of 0.12 in/sec PPV (90 VdB). If this assessment results in a higher threshold for potential damage than 0.12 in/sec PPV (90 VdB), that higher threshold shall be used in lieu of 0.12 in/sec PPV (90 VdB) for purposes of part 2. 2) The construction contractor shall monitor vibration levels during tunnel construction, especially during impact pile driving at the temporary construction shaft. If construction vibration levels measured at the Missile Assembly Building exceed 0.12 in/sec PPV (90 VdB) or the higher threshold determined in part 1 if applicable, construction shall be halted and other feasible construction	1. DC 2. DC (Structural Engineer; Architectural Historian) 3. DC	1. DC 2. DC 3. DC	1. Ensure contract documents include vibration monitoring measures to address vibration impacts at the Missile Assembly Building located in Fort Funston. 2. Obtain and review resume or other documentation of consulting licensed structural engineer and architectural historian's qualifications. Assess whether vibrations would affect the structure. 3. Monitor to ensure that contractor(s) implements vibration monitoring measures in contract documents. Report noncompliance and ensure corrective action.	1. Design 2. Design 3. Construction

Impact No.	Impact Summary	Mitigation Measure	Monitoring and Reporting Program			
			Implementation and Reporting			
			Responsible Party	Reviewing and Approval Party	Monitoring and Reporting Actions	Implementation Schedule
		methods shall be employed to reduce the vibration levels below the standard threshold. Alternative construction methods may include sonic or vibratory pile drivers.				
Geologic and Paleontological Resources						
PAL-1	The Project would directly or indirectly destroy a unique paleontological resource or site or unique geological feature.	**3.12-1: Inadvertent Discovery of Paleontological Resources.** Prior to construction, a training session on the recognition of the types of paleontological resources that could be encountered and the procedures to be followed if they are found shall be presented to Project construction personnel by a qualified professional paleontologist. A qualified paleontologist shall be on call when excavations disturb the Merced and Colma Formations. In the event that potential vertebrate fossils are discovered, work shall cease at the location and a qualified paleontologist shall evaluate the discovery, as described below. For areas of excavation on federally managed lands that would disturb the Merced formation, NPS shall determine the NPS paleontologist or NPS-approved private paleontologist that will perform this monitoring. Consistent with NPS guidance, disturbance within other formations present in Fort Funston shall be monitored for fossils by trained Project construction personnel unless the NPS paleontologist determines that monitoring by a qualified paleontologist is necessary. If potential vertebrate fossils are discovered by construction crews or a paleontological monitor, all earthwork or other types of ground disturbance within 50 feet of the find shall stop immediately and the monitor shall notify Daly City, as well as the NPS if the potential fossil is found on federal lands. Work shall not resume until a qualified professional paleontologist can assess the nature and importance of the find. Based on the scientific value or uniqueness of the find, the qualified paleontologist may record the find and allow work to continue, or recommend salvage and recovery of the fossil. The qualified paleontologist may also propose modifications to the stop-work radius based on the nature of the find, site geology, and the activities occurring on the site. If treatment and salvage is required, recommendations shall be consistent with NPS guidelines (on federal land), SVP 1995 guidelines (on non-federal land), and currently accepted scientific practice, and shall be subject to review and approval by Daly City, and by NPS if the potential fossil is found on federal land. If required, treatment for fossil remains may include preparation and recovery of fossil materials so that they can be housed in an appropriate museum or university collection [e.g., the University of California Museum of Paleontology (UCMP)], and may also include preparation of a report for publication describing the finds. Daly City shall ensure that information on the nature, location, and depth of all finds is readily available to the scientific community through university curation or other appropriate means.	1. DC/NPS 2. DC/NPS (Paleontologist) 3. DC/NPS (Paleontologist) 4. DC/NPS	1. DC/NPS 2. DC/NPS 3. DC/NPS 4. DC/NPS	1. Ensure that contract documents include measures related to paleontological discoveries. 2. Obtain and review resume of qualified paleontologist. Conduct training session with construction crew regarding types of paleontological resources that could be encountered and procedures to follow. 3. Evaluate potential discoveries according to jurisdictional requirements, and if confirmed, treat and prepare fossil materials appropriately. Prepare report of find, as necessary. 4. Monitor to ensure contractor(s) implements paleontological measures in contract documents if discovery occurs. Report noncompliance and ensure corrective action.	1. Design 2. Preconstruction 3. Construction 4. Construction
Transportation and Traffic						
TRA-1	Project construction would cause temporary increases in traffic volumes on area roadways, which could cause substantial conflicts with the performance of the circulation system, but would not conflict with applicable plans, ordinances, or policies pertaining to the performance of the circulation system.	**3.15-1: Construction Traffic Management Plan** Daly City and/or its contractor(s) shall prepare and implement a Construction Traffic Management Plan in accordance with professional traffic engineering standards to show methods for maintaining traffic flows on roadways and access to recreational resources directly affected by Project construction, which shall include, at a minimum, the following requirements: a) Develop circulation plans to minimize impacts on local street circulation; use flaggers and/or signage to guide vehicles through and/or around the construction zone (including, as needed, for trucks turning into and out of Fort Funston at the intersection of SR 35 and Fort Funston Road). Circulation plans may be modified during construction, based on observed conditions. b) Identify truck routes and, to the extent possible, use haul routes that minimize truck traffic on local roadways and residential streets. c) Schedule truck trips to minimize trips during the peak morning and evening commute hours, and the peak hours of arrivals and departure from Fort Funston, to the extent possible. d) Provide sufficient staging areas for trucks accessing construction zones to minimize disruption of access to adjacent land uses, particularly within residential neighborhoods.	1. DC 2. DC (Construction Contractor) 3. DC	1. DC 2. DC/SFMTA/ NPS/SamTrans 3. DC	1. Ensure that contract documents include requirements of Construction Traffic Management Plan. 2. Prepare and implement Construction Traffic Management Plan with requirements cited in contract documents. Coordinate with Caltrans regarding construction traffic use of SR 35. 3. Monitor to ensure the contractor(s) implements measures in the contract documents and Construction Traffic Management Plan. Report noncompliance, and ensure corrective action.	1. Design 2. Preconstruction/ Construction 3. Construction

Impact No.	Impact Summary	Mitigation Measure	Monitoring and Reporting Program			
			Implementation and Reporting		Monitoring and Reporting Actions	Implementation Schedule
			Responsible Party	Reviewing and Approval Party		
		e) Maintain pedestrian and bicycle access and circulation during Project construction where safe to do so. If construction activities encroach on a bicycle lane, post warning signs that indicate bicycles and vehicles are sharing the lane.				
Transportation and Traffic (cont.)						
TRA-1 (cont.)		f) Maintain public safety and access on the beach by posting notices and maps at and around the project site and on Golden Gate National Recreation Area's website prior to and during construction, informing the public about when and where public access could be restricted and about alternative access points, if applicable; and incorporate measures on the beach to protect the public during construction activities. g) Store all equipment and materials in designated contractor staging areas on or adjacent to the worksite, in such a manner to minimize obstruction of traffic. h) Implement roadside safety protocols and provide advance "Road Work Ahead" warning signs and speed control (including signs informing drivers of state-legislated double fines for speed infractions in a construction zone) to achieve required speed reductions for safe traffic flow through the work zone. i) Coordinate construction with facility owners or administrators of sensitive land uses such as police and fire stations (including all fire protection agencies), transit stations, hospitals, and schools, as well as Fort Funston. Notify facility owners or operators in advance of the timing, location, and duration of construction activities. j) Provide residents adjacent to Project construction areas (e.g., on Avalon Drive and Westmoor Avenue) with information regarding Project construction in their area, including anticipated start and end of construction activities. k) Coordinate construction with local traffic agencies, SFMTA, NPS, and SamTrans, to minimize disruption and arrange for the temporary relocation of bus stops in work zones as necessary.				
TRA-5	Project construction would result in increased wear-and-tear on the designated haul routes.	**3.15-2:** Daly City, San Francisco, and the National Park Service shall enter into an agreement prior to construction that shall detail pre-construction conditions and the post-construction requirements of a roadway rehabilitation program. Daly City and/or its contractors shall repair roads damaged by construction to a structural condition equal to that which existed prior to construction activity.	1. DC/SF/NPS 2. DC (Construction Contractor) 3. DC/SF/NPS	1. DC/SF/NPS 2. DC 3. DC/SF/NPS	1. Ensure that contract documents include pre-construction conditions and post-construction requirements of a roadway rehabilitation program. 2. Repair roads damaged by construction to a structural quality equal to preconstruction activity. 3. Monitor to ensure the contractor(s) implements measures in the contract documents. Report noncompliance, and ensure corrective action.	1. Design 2. Post-construction 3. Post-construction

RESOLUTION NO. 25-82

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DALY CITY APPROVING ADDENDUM TO FINAL ENVIRONMENTAL IMPACT REPORT FOR THE VISTA GRANDE DRAINAGE BASIN IMPROVEMENT PROJECT; APPROVAL OF MODIFIED PROJECT

A. Staff recommends approval of Addendum to Final Environmental Impact Report; and Approval of the Modified Project identified as refinements to the Vista Grande Drainage Basin Improvement Project.

B. The Vista Grande storm drain system drains the northwestern portion of Daly City and an unincorporated portion of San Mateo County. The existing Canal and Tunnel do not have adequate hydraulic capacity to convey peak storm flows, and this periodically causes backup of Tunnel flows into the Canal and flooding during peak storm events in adjacent low-lying residential areas and along John Muir Drive. Daly City developed the Vista Grande Drainage Basin Improvement Project (Project) to address these deficiencies of the basin.

C. Subsequent to Project approval and certification of the EIR/EIS, additional Project refinements were necessary to address permit conditions and changes to construction staging areas, among other things. These refinements are described below as the Modified Project:

The Modified Project would include the following updates:

- Changing the Canal staging areas and components
- Installing a water recirculation pump
- Adding habitat restoration sites around Lake Merced
- Using the Pacific Rod and Gun Club as a work area
- Revising the Fort Funston work area
- Updating the power source for construction activities
- Using ventilation fans during work in the Tunnel
- Removing wing walls from the final design of the Ocean Outlet at Funston Beach

D. In accordance with CEQA, Daly City prepared an Addendum to the EIR/EIS. The Addendum concludes that the Modified Project would not result in any new significant impacts not previously disclosed in the EIR/EIS, and it would not result in a substantial increase in the magnitude of any significant environmental impact previously identified. Additionally, there is no new information that shows that the mitigation measures previously found not to be feasible would in fact be feasible, or that mitigation measures or alternatives considerably different from those analyzed in the previous EIR/EIS would substantially reduce one or more significant effects on the environment. The Modified Project would also be subject to the mitigation measures already adopted as part of the mitigation monitoring and reporting program. Therefore, an addendum to the EIR/EIS is sufficient to meet the requirements of CEQA Guidelines Section 15164. The Addendum to the EIR/EIS serves as documentation that the Modified Project does not trigger any of the conditions outlined in CEQA Guidelines Section 15162 that would require a subsequent EIR/EIS. Therefore, a subsequent EIR/EIS is not required.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Daly City that it does hereby approve the Modified Project and affirms that the Addendum is compliant with CEQA.

I hereby certify the foregoing to be a true copy of a Resolution adopted by the City Council of Daly City, California, at a regular meeting thereof held on the 9th day of June, 2025, by the following vote of the members thereof:

AYES, and in favor thereof, Councilmembers: DiGiovanni, Manalo, Proaño, Sylvester, Daus-Magbual

NOES, Councilmembers: None

ABSENT, Councilmembers: None

K. Annette Ilipona
CITY CLERK OF THE CITY OF DALY CITY

APPROVED:

RODERICK DAUS-MAGBUAL
MAYOR OF THE CITY OF DALY CITY

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. **25-0172**

WHEREAS, The San Francisco Public Utilities Commission (SFPUC) and the City of Daly City (Daly City) are working collaboratively towards Daly City's implementation of the Vista Grande Drainage Basin Improvement Project (Project) to alleviate flooding in the Vista Grande Basin within Daly City and the SFPUC's Lake Merced Tract, and also facilitate augmentation and management of Lake Merced water levels using sustainable supplies of Daly City's treated stormwater; and

WHEREAS, Daly City's Vista Grande Canal carries treated stormwater from Daly City northward to the SFPUC's Vista Grande Tunnel, which then travels west across lands owned by The Olympic Club and the United States Department of the Interior, acting by and through its National Park Service (Park Service), discharging to the Pacific Ocean, and this diversion of stormwater away from Lake Merced has contributed to its declining water levels; and

WHEREAS, The Vista Grande Canal and Tunnel do not have adequate hydraulic capacity to convey peak stormwater flows to the Pacific Ocean, resulting in storm-related flooding within the Vista Grande Watershed, causing property damage in adjacent low-lying residential areas within the northern portion of Daly City, as well as uncontrolled overflows into Lake Merced from the Vista Grande Canal across John Muir Drive, causing damage to John Muir Drive and associated areas in San Francisco; and

WHEREAS, The Project would route storm water from the Vista Grande Canal through a culvert that would be constructed on SFPUC Parcel No. 55; replace the upstream portion of the Vista Grande Canal with a collection box, a box culvert, a debris screening device, and a diversion structure to handle flows (dry and wet) year-round; construct a treatment wetland; and expand the Vista Grande Tunnel's capacity to better manage the transportation of stormwater to the Pacific Ocean; and

WHEREAS, The Project improvements would allow for treated stormwater to be diverted from the Vista Grande Canal into Lake Merced to achieve a sustained increase in Lake Merced water levels, improve stormwater quality, and further the restoration of the drainage basin's natural hydrology; and

WHEREAS, To implement the Project, Daly City seeks to acquire the following real estate interests, easements, and licenses from the SFPUC: (i) the SFPUC's interests in the existing Vista Grande Tunnel easements on, across, and through San Francisco Assessor's Parcels: Nos. 7284-001, 7284-003, 7282-005, and 7282-006, totaling 46,992 square feet, on the lands owned by The Olympic Club and the Park Service (Tunnel Easements); (ii) an approximately 157,448-square-foot easement for a treatment wetland and stormwater facilities, an approximately 12,404-square-foot easement for a box culvert and stormwater outlet, and approximately 2,057-square-foot easement for a wetland force main, an easement to maintain three existing armored spillway areas totaling approximately 6,644 square feet, and an

approximately 1,457-square-foot easement for a floating and fan-shaped pipeline over Lake Merced on portions of San Francisco Assessor's Parcel No. 7283-004, designated as SFPUC Parcel No. 55 (collectively, the New Easements); (iii) a 50-year License Agreement to construct, operate, and maintain SFPUC-owned overflow facilities at Lake Merced on an approximately 9,286-square-foot portion of SFPUC Parcel. No. 55 (Overflow License); and (iv) a License Amendment to extend the term of SFPUC License No. P4703 for twelve Habitat Mitigation, Monitoring, and Facilities by an additional 5 years, for a total of 10 years and four months (Mitigation License Amendment); and

WHEREAS, SFPUC staff, through consultation with the Office of the City Attorney, have negotiated with Daly City the proposed terms and conditions of City's sale of the Tunnel Easements and New Easements for a purchase price of $71,000, as set forth in the form of an Agreement for Purchase and Sale of Real Estate (Agreement), Quitclaim Deed, and Easement Deed; and

WHEREAS, Under the Overflow License, Daly City will pay $2,278 for its use of SFPUC property and under the Mitigation License Amendment, Daly City will pay an additional $23,503, for a total use fee of $51,015, for its use of SFPUC property; and

WHEREAS, The amounts to be paid by Daly City are equal to the appraised value of the rights being acquired under each agreement, as determined by an independent third-party appraisal; and

WHEREAS, On December 11, 2017, the City of Daly City acting as the California Environmental Quality Act (CEQA) lead agency, certified a Final Environmental Impact Report/ Environmental Impact Study (Final EIR/EIS) for the Vista Grande Drainage Basin Improvement Project (Project) prepared pursuant to the CEQA; and

WHEREAS, On June 9, 2025, the City of Daly City acting as the CEQA lead agency, adopted an Addendum to the Final EIR/EIS for the Project; and

WHEREAS, The City of Daly City has adopted CEQA findings, and mitigation measures included in the Final EIR/EIS and Addendum to avoid or substantially lessen the significant environmental effects identified in the Final EIR/EIS and Addendum and set forth in the Mitigation Monitoring and Reporting Program, and has assumed responsibility for their implementation; and

WHEREAS, Authorization of the Purchase and Sale Agreement, the 50-Year License, and the License Addendum is within the scope of the Project authorized under the Final EIR/EIS and Addendum; and

WHEREAS, Staff has made the Final EIR/EIS, the Addendum, the CEQA Findings adopted by the City of Daly City, and Mitigation Monitoring and Reporting Program, that are part of the record of this approval available for review by this Commission and the public at the SFPUC offices, Real Estate Services Division, 525 Golden Gate Avenue, 10th Floor, San Francisco, California, and those documents are part of the record before this Commission; and

WHEREAS, This Commission has reviewed and considered the information in the Final EIR/EIS, Addendum, CEQA Findings adopted by the City of Daly City, and Mitigation Monitoring and Reporting Program; and

WHEREAS, Since the City of Daly City certified the Final EIR/EIS and adopted the Addendum there have been no substantial changes in the Project or changes in Project circumstances that would result in new significant environmental effects or an increase in the severity of previously identified significant impacts, and there is no new information of substantial importance that would change the conclusions set forth in the Final EIR/EIS and Addendum; and

WHEREAS, The SFPUC has no direct authority or responsibility with respect to the proposed Project or any Project mitigation measures other than to enable the City of Daly City, through approval and execution of the Purchase and Sale Agreement, the 50-Year License, and the License Addendum, which collectively constitute the SFPUC's discretionary actions necessary to facilitate implementation of the Vista Grande Drainage Basin Improvement Project by the City of Daly City; now, therefore, be it

RESOLVED, This Commission, acting as a Responsible Agency under the CEQA Guidelines sections 15096 and 15381, has reviewed and considered the Final EIR/EIS and Addendum and the record as a whole, finds that the Final EIR/EIS and Addendum are adequate for its use as Responsible Agency for the Project and adopts the City of Daly City CEQA Findings and incorporates them by this reference as though set forth in this Resolution; and be it

FURTHER RESOLVED, This Commission affirms the determination that since the Final EIR/EIS and Addendum were finalized, there have been no substantive Project changes and no substantial changes in Project circumstances that would require revisions to the Final EIR/EIS or Addendum due to the potential involvement of new significant environmental effects or an increase in the severity of previously identified significant impacts, and there is no new information of substantial importance that would change the conclusions set forth in the Final EIR/EIS and Addendum; and be it

FURTHER RESOLVED, That this Commission hereby ratifies, approves, and authorizes all actions consistent with this Resolution taken to date by any SFPUC personnel to effect that certain Memorandum of Agreement between the SFPUC and Daly City approved by this Commission on July 8, 2025, including but not limited to, issuance of License P4703 for Habitat Mitigation, Monitoring, and Facilities to satisfy conditions of the California Coastal Commission's Coastal Development Permit No. 2-23-0862 for the Project; and, be it

FURTHER RESOLVED, That this Commission hereby approves the terms and conditions of the Purchase and Sale Agreement, Overflow License, and Mitigation License Amendment, and authorizes and directs the General Manager and/or City's Director of Property to execute the Purchase and Sale Agreement, Quitclaim Deed, Easement Deeds, Overflow License, and Mitigation License Amendment (together, the Agreements) subject to the approval of the Board of Supervisors and Mayor; and, be it

FURTHER RESOLVED, That this Commission hereby authorizes the General Manager and/or the City's Director of Property, to enter into any amendments or modifications to the Agreements, including without limitation, the exhibits, that the General Manager determines, in consultation with the City Attorney, are in the best interest of the City; do not materially increase the obligations or liabilities of the City; are necessary or advisable to effectuate the purposes and intent of the Agreements or this resolution; and are in compliance with all applicable laws, including the City Charter.

I hereby certify that the foregoing resolution was adopted by the San Francisco Public Utilities Commission at its meeting of December 9, 2025.

Director of Commission Affairs
San Francisco Public Utilities Commission

San Francisco
Water Power Sewer
Services of the San Francisco Public Utilities Commission

FROM: Jeremy Spitz, Policy and Government Affairs

DATE: December 29, 2025

SUBJECT: [Real Property Acquisition – License Agreements, Purchase and Sale Agreement for the Sale of Easements for Stormwater Facilities at Lake Merced to Daly City - $96,781]

Please see attached a proposed Resolution approving the terms and conditions and authorizing the General Manager of the San Francisco Public Utilities Commission and/or City's Director of Property to execute certain agreements with the City of Daly City, consisting of (i) a License Amendment to extend the term of SFPUC License No. P4703 for Habitat Mitigation, Monitoring, and Facilities by an additional five years, for a total of 10 years and four months, for an additional use fee of $23,503 and a total use fee of $51,015; (ii) a 50-year License Agreement to construct, operate, and maintain SFPUC-owned overflow facilities at Lake Merced for a total use fee of $2,278 on a 9,286-square-foot portion of San Francisco Assessor's Parcel No. 7283-004, designated as SFPUC Parcel No. 55 (Lake Merced Tract); and (iii) a Purchase and Sale Agreement, Quitclaim Deed, and Easement Deed for the quitclaim of two existing SFPUC tunnel easements totaling 46,992 square feet on San Francisco Assessor's Parcels: Nos. 7284-001, 7284-003, 7282-005 and 7282-006, and the sale of five easements for stormwater facilities totaling approximately 180,010-square-feet on SFPUC Parcel No. 55 for a total purchase price of

Daniel Lurie
Mayor

Joshua Arce
President

Stephen E. Leveroni
Vice President

Avni Jamdar
Commissioner

Meghan Thurlow
Commissioner

Kate H. Stacy
Commissioner

Dennis J. Herrera
General Manager

$71,000, pursuant to Charter, Section 9.118, effective on the date the agreements are executed by both parties; and adopting findings that the conveyance is consistent with the General Plan, and the eight priority policies of Planning Code, Section 101.1.

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The following is a list of accompanying documents:

- Proposed Resolution (Word Doc Version)
- SFPUC Resolution No. 25-0172
- Location Map
- Final EIR-EIS and RTC Vista Grande
- Draft EIR-EIS Vista Grande
- Daly City Resolution 25-82
- Daly City Resolution 17-200
- CEQA Findings and MMRP for Vista Grande
- Amendment to Mitigation Sites License
- License to Daly City for Vista Grande Overflow Facilities
- Purchase and Sale Agreement
- License No. 4703 to Daly City for Vista Grande Mitigation
- Addendum to EIR-EIS Vista Grande

Please contact Jeremy Spitz at jspitz@sfwater.org if you need any additional information on these items.