

AGREEMENT FOR SALE OF REAL ESTATE, TEMPORARY CONSTRUCTION  
EASEMENT, AND UTILITY EASEMENT

by and between

CITY AND COUNTY OF SAN FRANCISCO,  
a California municipal corporation,  
acting by and through its Public Utilities Commission,

as Seller, and Grantor,

and

STATE OF CALIFORNIA

by and through its DEPARTMENT OF TRANSPORTATION,  
a California public agency,  
as Buyer, and Grantee

For the sale and purchase of

an approximately 8,907 square-foot portion of real property within APN 96-376-5 in fee simple,  
in an unincorporated area of the County of Alameda, State of California;

an approximately 8,925 square-foot portion of unimproved real property within APN 507-761-2-4  
in fee simple, in the City of Fremont, County of Alameda, State of California;

an approximately 16,150 square-foot temporary construction easement  
within APN 96-375-12-2, in an unincorporated area of the County of Alameda, State of  
California;

and

an approximately 1,583 square-foot electrical utility easement within APN 96-376-5  
in an unincorporated area of the County of Alameda, State of California.

May 1, 2022

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**AGREEMENT FOR SALE OF REAL ESTATE, TEMPORARY CONSTRUCTION  
EASEMENT, AND UTILITY EASEMENT**

(portions located in unincorporated areas of Alameda County  
and the City of Fremont, State of California)

THIS AGREEMENT FOR SALE OF REAL ESTATE, TEMPORARY CONSTRUCTION EASEMENT, AND UTILITY EASEMENT (this “**Agreement**”) dated for reference purposes only as of May 1, 2022, 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 STATE OF CALIFORNIA, a California public agency, acting by and through its DEPARTMENT OF TRANSPORTATION (“**Caltrans**” or “**Buyer**”). City and Buyer are sometimes collectively referred to in this Agreement as the “**Parties**” or singularly as a “**Party**.”

**RECITALS**

**A.** City, under the jurisdiction of the SFPUC, owns the unimproved real property located in the City of Fremont in Alameda County, State of California, commonly known as Assessor’s Parcel Number 507-761-2-4 (“**Parcel 1**”) and designated as a portion of SFPUC Parcel No. 57, and the unimproved real property located adjacent to State Route 84 (“**SR 84**”) in an unincorporated area of Alameda County, State of California, commonly known as Assessor’s Parcel Number 96-375-12-2 (“**Parcel 2**”) and Assessor’s Parcel Number 96-376-5 (“**Parcel 3**”) and designated as a portion of SFPUC Parcel No. 65. SFPUC Parcel Nos. 57 and 65 are collectively referred to as “**City’s Real Property**” and described in the attached **Exhibit A**. City’s Real Property is also depicted on the attached **Exhibit B**.

**B.** Caltrans proposes to construct certain safety improvements at spot locations along SR 84 on Niles Canyon Road and Paloma Way between State Route 238 and Interstate 680 in southern Alameda County (“**Safety Improvements Project**”). As a component of the Safety Improvements Project, Caltrans desires to (1) acquire certain portions of City’s Real Property in fee; (2) obtain a temporary construction easement for the construction, installation, removal, and relocation of certain improvements along SR 84, including vehicular and pedestrian access to the project area; and (3) acquire a public utility easement for Pacific Gas & Electric Company (“**PG&E**”) to accommodate the relocation of PG&E electrical utilities within the project area.

**C.** Caltrans has the authority to exercise the power of eminent domain and compel City to sell portions of City’s Real Property. Caltrans and City recognize the expense, time, effort, and risk to both Parties in determining the compensation for acquiring City’s Real Property by eminent domain litigation. To avoid such litigation, the Parties agree to enter into this Agreement upon the terms and conditions set forth below.

**D.** Further, because the Parties are public agencies, the State Surplus Land Act noticing requirements do not apply to the sale of City’s Real Property, as contemplated under this Agreement.

**E.** Acting as the Lead Agency under the California Environmental Quality Act (“**CEQA**”), Caltrans prepared the Niles Canyon Safety **Improvements** Project Final Environmental Impact Report/Environmental Assessment with Finding of No Significant Impact (“**FEIR**”), pursuant to the provisions of the California Environmental Quality Act (“**CEQA**”), which was certified by Licensee in January 18, 2018 (State Clearinghouse Number 2015092075).

**F.** City is the Responsible Agency under CEQA for review and approval of aspects of the Project. City has reviewed and considered the FEIR and the Project approval documents and has approved this Agreement and adopted findings required under CEQA. Caltrans adopted the mitigation measures included in the FEIR and set forth in the Mitigation Monitoring and Reporting Program (“MMRP”) and assumed responsibility for their implementation.

**G.** Pending consummation of the transaction contemplated under this Agreement, the Parties entered into that certain License Agreement, dated for reference purposes as of August 4, 2020, and denominated License #P4433, as amended by that certain First Amendment to License Agreement, dated as of December 10, 2020, for reference purposes, and that certain Second Amendment to License Agreement, dated as of December 31, 2021, for reference purposes (together, the “**License Agreement**”), under which City granted to Buyer temporary possession and use of portions of City’s Real Property to construct certain Bridge Replacement Project components to meet its project certification deadline. The License Agreement expires the earlier of (a) December 31, 2023, (b) the date Caltrans acquires fee or easement interest in all or part of the City’s Real Property licensed under the License, or immediately upon City’s written notice of termination to Caltrans of material default and the failure to cure within 21 days of City’s notice.

**H.** Pursuant to this Agreement, Caltrans proposes to purchase the following portions of, and interests in, City’s Real Property (such portions and interests collectively are referred to as the “**Property**”):

1. a fee simple interest in an approximately 8,925 square foot strip of unimproved real property constituting a portion of Parcel 1 (“**Parcel 1 Fee**”) that is (A) more particularly described in Exhibit 1-1 to the Quitclaim Deed to State of California attached as **Exhibit C**, and (B) designated as Caltrans Parcel No. 63653-1 on the Parcel 57 Document No. 63653 Quitclaim of Fee Parcel Map attached as Exhibit 2-1 to the Quitclaim Deed to State of California attached as **Exhibit C**;
2. a temporary construction easement on and over an approximately 16,150 square foot strip of unimproved real property constituting a portion of Parcel 2 (“**Parcel 2 TCE**”) that is (A) more particularly described in Exhibit 2 to the Easement Deed and Agreement to State of California attached as **Exhibit D**, and (B) designated as Caltrans Parcel No. 63654-1 on the Parcel 65 Document No. 63654 Temporary Construction Easement Map attached as Exhibit 3 to the Temporary Construction Easement Deed to State of California attached as **Exhibit D**;
3. a fee simple interest in an approximately 8,907 square foot portion of unimproved real property constituting a portion of Parcel 3 (“**Parcel 3 Fee**”) that is (A) more particularly described in Exhibit 1-2 to the Quitclaim Deed to State of California attached as **Exhibit C**, and (B) designated as Caltrans Parcel No. 63648-1 on the Parcel 65 Document No. 63648 Fee Parcel and Utility Easement Map attached as Exhibit 2-2 to the Quitclaim Deed to State of California attached as **Exhibit C**; and
4. an electric utility easement on and over an approximately 1,583 square foot portion of real property constituting a portion of Parcel 3 (“**Parcel 3 Utility Easement**”) that is (A) more particularly described in Exhibit 2 to the Easement Deed and Agreement to PG&E attached as **Exhibit E**, and (B) designated as Caltrans Parcel No. 63648-2 on the Parcel 65 Document No. 63648 Fee Parcel & Utility Easement Map attached as Exhibit 3 to the Electric Utility Easement Deed to PG&E attached as **Exhibit E**.

I. The SFPUC has recommended the conveyances of the Property to Caltrans pursuant to SFPUC Resolution No. \_\_\_\_\_, dated \_\_\_\_\_ subject to approval by City's Board of Supervisors and Mayor, on the terms and conditions set forth below.

## AGREEMENT

ACCORDINGLY, for and in consideration of the foregoing Recitals, which are incorporated into this Agreement by this reference, the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Caltrans agree as follows:

### 1. SALE AND PURCHASE

Subject to the terms, covenants, and conditions set forth in this Agreement, City agrees to sell to Caltrans, and Caltrans agrees to purchase from City, the Property.

### 2. PURCHASE PRICE

The total purchase price for the Property is Eleven Thousand Nine Hundred Seventy Dollars (\$11,970) ("**Purchase Price**"). Caltrans shall pay the Purchase Price to City at the Closing. All sums payable under this Agreement shall be paid in immediately available funds of lawful money of the United States of America.

### 3. TITLE

#### 3.1 Deeds

At the Closing, City shall:

(a) quitclaim interest in and to the Parcel 1 Fee and the Parcel 3 Fee to Buyer by a duly executed and acknowledged quitclaim deed in the form attached as **Exhibit C** ("**Quitclaim Deed**");

(b) convey to Buyer the Parcel 2 TCE by a duly executed and acknowledged temporary construction easement deed ("**TCE Deed**") in the form attached as **Exhibit D**. Although the TCE Deed shall be executed and delivered to Buyer in a recordable form, because of the temporary nature of the TCE, the TCE Deed shall not be recorded unless, prior to the expiration of the term of the TCE Deed, City materially breaches the terms of this Agreement, or the TCE Deed; provided the materiality of such breach will be determined at the reasonable discretion of the Buyer/Grantee; and

(c) convey to PG&E the Parcel 3 Utility Easement by a duly executed and acknowledged utility easement deed ("**Utility Easement Deed**") in the form attached as **Exhibit E**.

#### 3.2 Buyer's Responsibility for Title Insurance

Buyer understands and agrees that the right, title, and interest in the Property to be conveyed by City pursuant to this Agreement shall not exceed that vested in City, and City 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 Property's boundary lines may not correspond to the legal description of the Property. City shall 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 CITY

##### 4.1 Buyer's Independent Investigation

Buyer represents and warrants to City 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 City'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 all 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" shall mean 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.

(e) The suitability of the Property for Buyer's intended uses. Buyer represents and warrants that its intended use of the Property is for public improvement and highway purposes.

(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 advised that occupation of the Property may lead to exposure to Hazardous Materials such as, gasoline, diesel, and other vehicle fluids, vehicle exhaust, 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) 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 <http://geomaps.wr.usgs.gov/sfgeo/liquefaction/susceptibility>.

(c) The Property is located within a wildland area that may contain substantial forest fire risks and hazards and may be subject to the requirements of California Public Resources Code Section 4291.

(d) Buyer acknowledges that City has disclosed the matters relating to the Property referred to in the attached Schedule 1. Nothing contained in such schedule shall limit any of the provisions of this Article or relieve Buyer of its obligations to conduct a diligent inquiry under this Agreement, nor shall any such matters limit any of the provisions of Section 4.4 [“As-Is” Purchase] or Section 4.5 [Release of City].]

### **4.3 Entry and Indemnity**

In connection with any entry by Buyer or its Agents (as defined in Section 9.7 below) onto the Property for purposes of testing or inspections, Buyer shall conduct such testing or inspections in a manner 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 City. All entries by Buyer or its Agents onto the Property to perform any testing or other investigations that could affect the physical condition or uses of the Property (including soil borings) will be made only pursuant to the terms and conditions of a permit to enter in form and substance satisfactory to City. Without limiting the foregoing, prior to any entry to perform any on-site testing, Buyer shall give City written notice that specifies 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. City shall have the right to approve, disapprove, or condition and limit the proposed testing, at City’s sole discretion, within ten (10) business days after receipt of such notice. If Buyer or its Agents take any sample from the Property in connection with any approved testing, Buyer shall provide to City a portion of such sample being tested to allow City, if it so chooses, to perform its own testing. City or its representative may be present to observe any testing or other inspection performed on the Property. Buyer shall promptly deliver to City copies of any reports relating to any testing or other inspection of the Property performed by Buyer or its Agents but shall not deliver copies of any such reports to any other person or entity without Buyer’s prior written approval. Buyer shall keep all test results and information strictly confidential, and shall indemnify, reimburse, defend, and hold City 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 shall not be liable if and to the extent Buyer is required to disclose such information pursuant to a court order or applicable law. Buyer shall comply with all laws, ordinances, rules, regulations, orders, and the like in connection with any entry onto or testing of the Property.

Subject to Section 7.2 herein, Buyer shall maintain, and shall 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 in this Agreement, and Buyer shall provide City with evidence of such insurance coverage upon request from City.

To the fullest extent permitted under law, Buyer shall indemnify, defend, and hold harmless City, 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 or its Agents in performing any inspections, testing, studies, or inquiries permitted under this Agreement, whether prior to the date of this Agreement or during its term, including any injuries or deaths to any persons (including Buyer’s Agents) and damage to any property, from any cause whatsoever. The foregoing



indemnity shall 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 CITY IS SELLING AND BUYER IS PURCHASING CITY’S INTEREST IN THE PROPERTY 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 CITY OR ITS AGENTS AS TO ANY MATTERS CONCERNING THE PROPERTY, ITS SUITABILITY FOR BUYER’S INTENDED USES OR ANY OF THE PROPERTY CONDITIONS. CITY 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 City

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, City, its officers, employees, agents, contractors, and representatives, and their respective heirs, successors, legal representatives, and assigns, from any and 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 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:           M          

**5. CONDITIONS PRECEDENT**

**5.1 Buyer’s Conditions Precedent**

Buyer’s obligation to purchase the Property is conditioned upon the following:

- (a) Buyer’s review and approval of the physical condition of the Property.
- (b) Buyer’s review and approval of all zoning, land use, building, environmental, and other statutes, rules, or regulations applicable to the Property.

**5.2 Contingency Period**

Buyer shall have until 5:00 p.m. San Francisco Time on the date that is ten (10) business days after the Effective Date (defined in Section 9.17 [Effective Date] below) to review and approve or waive Buyer’s Conditions Precedent (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 City in writing that Buyer has approved all such matters. If before the end of the Contingency Period Buyer fails to give City such written notice and fails to object to any of Buyer’s Conditions, then Buyer shall be deemed to have waived Buyer’s Conditions. Notwithstanding the foregoing, if Buyer objects to any of the matters contained within Section 5.1 [Buyer’s Conditions Precedent] within the Contingency Period, then City may remove or remedy any objectionable matter, although it will have no obligation to do so. If City elects to remove or remedy the objectionable matter, it shall notify Buyer within ten (10) days following Buyer’s notice of objection, and the Closing Date (as defined in Section 6.2 [Closing Date] below) shall be delayed for so long as City diligently pursues such removal or remedy. If and when City elects not to remove or remedy the objectionable matter, which City may do at any time including following an initial election to pursue remedial or corrective actions, this Agreement shall automatically terminate, the Purchase Price shall be returned to Buyer, and neither Party shall 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 9.4 [Authority of Buyer] or as otherwise expressly provided in this Agreement.

### 5.3 City's Condition Precedent

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

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

(b) A resolution or ordinance approving and authorizing the transactions contemplated in this Agreement and finding that the public interest or necessity demands, or will not be inconvenienced by the sale of the Property, shall have been adopted by the SFPUC and City's Board of Supervisors and Mayor, each at their respective sole and absolute discretion, and duly enacted on or before -September 30, 2022.

### 5.4 Failure of City's Conditions Precedent

Each of City's Conditions Precedent are intended solely for City's benefit. If any of City's Conditions Precedent are not satisfied as provided above, at its option, City may terminate this Agreement. Upon any such termination, neither Party shall 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 9.4 [Authority of Buyer] or as otherwise expressly provided in this Agreement.

## 6. ESCROW AND CLOSING

### 6.1 Escrow

Within five (5) days after the Parties have executed this Agreement, Buyer and City shall deposit an executed counterpart of this Agreement with Buyer who shall perform the duties of escrow and this Agreement shall serve as the instructions to the Buyer in its capacity as the escrow holder under this Agreement for consummation of the purchase and sale contemplated in this Agreement. City and Buyer agree to execute such supplementary escrow instructions as may be appropriate to enable the Buyer 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 shall control.

### 6.2 Closing Date

The Closing shall be held, and delivery of all items to be made at the Closing under the terms of this Agreement shall be made, at the offices of the Buyer on (a) the date that is ninety (90) days after the enactment of the Board of Supervisor's resolution referred to in Section 5.3(b) [City's Condition Precedent] 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 earlier date and time as Buyer and City may mutually agree upon in writing (the "Closing Date"). Such date and time may not be extended without the prior written approval of both City and Buyer.

### 6.3 Deposit of Documents

(a) At or before the Closing, City shall deposit into escrow the following items:

(i) the original Quitclaim Deed, duly executed and acknowledged by City, conveying the Parcel 1 Fee and Parcel 3 Fee to Buyer;

(ii) the original TCE Deed, duly executed and acknowledged by City in counterpart, conveying the Parcel 2 TCE to Buyer; and.

(iii) the original Utility Easement Deed, duly executed and acknowledged by City in counterpart, conveying the Parcel 3 Utility Easement to PG&E.

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

(i) the Purchase Price;

(ii) a Certificate of Acceptance by Caltrans of the Quitclaim Deed;

(iii) a duly executed counterpart of the TCE Deed;

(iv) a duly executed original of the Certificate of Acceptance by PG&E of the Utility Easement Deed;

(v) an original of the Utility Easement Deed, duly executed and acknowledged in counterpart by PG&E; and

(vi) such resolutions, authorizations, or other documents as City may reasonably require to demonstrate the authority of Buyer to enter into this Agreement and consummate the transactions contemplated by this Agreement, and such proof of the power and authority of the individuals executing any documents or other instruments on behalf of Buyer to act for and bind Buyer.

(c) City and Buyer shall each deposit such other instruments as are reasonably required by the Title Company or otherwise required to close the escrow and consummate the purchase of the Property in accordance with the terms of this Agreement.

#### **6.4 Buyer 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 City, in connection with the Closing. Buyer and City agree that if the Closing occurs, Buyer will be responsible for closing the transaction contemplated in this Agreement and is designated as the real estate reporting person (defined in the Reporting Requirements) for such transaction. Buyer shall perform all duties required of the real estate reporting person for the Closing under the Reporting Requirements, and Buyer and City shall each timely furnish Buyer with any information reasonably requested by Buyer and necessary for the performance of its duties under the Reporting Requirements with respect to the Closing.

**6.5 Real Property Taxes.** Any real property taxes, assessments, and any other expenses normal to the operation and maintenance of the Property shall be prorated as of 12:01 a.m. on the date the Deed is recorded, based on a three hundred sixty-five (365)-day year. City and Buyer agree that if any of the above described proration cannot be calculated accurately on the Closing Date, then the same shall 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) shall promptly pay said sum to the other Party.

## **7. RISK OF LOSS**

### **7.1 Loss**

City shall give Buyer notice of the occurrence prior to the Closing of damage or destruction of, or the commencement of condemnation proceedings affecting any portion of the Property. If all or any portion of the Property is condemned, destroyed, or damaged by fire or other casualty prior to the Closing, then, at Buyer's option to be exercised within ten (10) days of City's notice of the occurrence of the damage or destruction or the commencement of condemnation proceedings, Buyer may either terminate this Agreement or consummate the purchase for the full Purchase Price as required by this Agreement. If Buyer elects to terminate this Agreement or fails to give City notice within such ten (10)-day period that Buyer will proceed with the purchase, then this Agreement shall terminate at the end of such ten (10)-day period, and neither Party shall 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 9.4 [Authority of Buyer], or otherwise expressly provided in this Agreement. If Buyer elects to proceed with the purchase of the Property, then upon the Closing, Buyer shall receive a credit against the Purchase Price payable under this Agreement equal to the amount of any insurance proceeds or condemnation awards actually collected by City as a result of any such damage or destruction or condemnation, plus the amount of any insurance deductible, less any sums expended by City toward the restoration or repair of the Property. If the proceeds or awards have not been collected as of the Closing Date, then City shall assign such proceeds or awards to Buyer, except to the extent needed to reimburse City for sums expended to collect such proceeds or repair or restore the Property, and Buyer shall not receive any credit against the Purchase Price with respect to such proceeds or awards.

In the event there occurs any partial damage to the Property or destruction of any of the improvements thereon to be acquired by Buyer, or any condemnation proceeding with respect to a portion of the Property or such improvements, between the date this Agreement is fully executed and the Closing Date, Buyer shall nonetheless be bound to purchase the Property for the full Purchase Price pursuant to the terms of this Agreement, without regard to the occurrence or effect of any such damage, destruction, or condemnation proceeding, provided that the following conditions are satisfied: (a) the cost to repair any damage or destruction, or the diminution on the fair market value of the remaining the Property, as the case may be, does not exceed the Purchase Price, and (b) upon the Closing, Buyer shall receive a credit against the Purchase Price equal to the amount of any insurance proceeds or condemnation awards that City collects as a result of any such event to the extent such amounts represent Buyer's interest in the Property, plus the amount of any insurance deductible, but less any sums City expends toward the restoration or repair of the Property. If City has not collected the proceeds or awards as of the Closing Date, then City shall assign such amounts to Buyer, except to the extent necessary to reimburse City for sums City has expended to repair or restore the Property.

### **7.2 Self-Insurance**

Notwithstanding anything to the contrary above, Buyer and City mutually acknowledge that the other self-insures and shall not be obligated to purchase any third-party commercial liability insurance or property insurance.

## **8. EXPENSES**

### **8.1 Expenses**

Buyer shall pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by Caltrans, the premium charged therefor and any other costs and charges of the escrow for the sale, if any.

### **8.2 Brokers**

Each Party represents and warrants to the other Party 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 City, then the Party through whom such person makes a claim shall defend the other Party from such claim, and shall indemnify the indemnified Party from, and hold the indemnified Party harmless against, any and 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 shall survive the Closing, or, if the purchase and sale is not consummated for any reason, any termination of this Agreement.

## **9. GENERAL PROVISIONS**

### **9.1 Notices**

Any notice, consent, or approval required or permitted to be given under this Agreement shall be in writing and shall be given by **(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):

CITY:

San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 10<sup>th</sup> Floor  
San Francisco, California 94102  
Attn: Real Estate Director  
Re: Caltrans SR 84 – Niles Canyon  
Safety Improvements Project  
(4 Corners)

BUYER:

State of California, acting by and through its  
Department of Transportation  
111 Grand Avenue  
Oakland, CA 94612  
Attn: Lam Nguyen, R/W 13<sup>th</sup> Floor -ACQ  
Re: Caltrans SR 84 – Niles Canyon  
Safety Improvements Project  
(4 Corners)

with a copy to:

VINCENT L. BROWN  
Deputy City Attorney  
Office of the City Attorney  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco, California 94102  
Re: Caltrans SR 84 – Niles Canyon  
Safety Improvements Project  
(4 Corners)

with a copy to:

N/A

A properly addressed notice transmitted by one of the foregoing methods shall be deemed received upon the confirmed date of delivery, attempted delivery, or rejected delivery, whichever occurs first. Any e-mail addresses, telephone numbers, or facsimile numbers provided by one Party to the other shall 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 shall 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.

**9.2 Successors and Assigns**

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

**9.3 Amendments**

This Agreement may be amended or modified only by a written instrument executed by Buyer and City.

**9.4 Authority of Buyer**

Buyer represents and warrants to City that Buyer is a public agency duly organized, validly existing, and in good standing under the laws of the State of California. Buyer further represents and warrants to City that this Agreement and all documents executed by Buyer that are to be delivered to City 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, enforceable against Buyer in accordance with its terms; 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 any and all other representations and warranties of Buyer contained in this Agreement or in other agreements or documents executed by Buyer in connection herewith, shall survive the Closing Date.

### **9.5 Governing Law**

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

### **9.6 Merger of Prior Agreements**

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

### **9.7 Parties and Their Agents**

The term "**Buyer**" as used in this Agreement shall 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 shall be joint and several. As used in this Agreement, the term "**Agents**" when used with respect to either Party shall include the agents, employees, officers, contractors and representatives of such Party.

### **9.8 Interpretation of Agreement**

The article, section, and other headings of this Agreement and the table of contents are for convenience of reference only and shall not affect the meaning or interpretation of any provision contained in this Agreement. Whenever the context so requires, the use of the singular shall be deemed to include the plural and vice versa, and each gender reference shall be deemed to include the other and the neuter. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with 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 shall be interpreted in a reasonable manner to effect the purposes of the Parties and this Agreement. Use of the word "including" or similar words shall 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," "but not limited to," or similar words, are used.

### **9.9 Time of Essence**

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



### **9.10 No Merger**

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

### **9.11 Non-Liability of City Officials, Employees, and Agents**

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

### **9.12 Conflicts of Interest**

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

### **9.13 Sunshine Ordinance**

Buyer acknowledges that, under City's Sunshine Ordinance (San Francisco Administrative Code, Chapter 67) and the State Public Records Law (Gov. Code Section 6250 et seq.), this Agreement and any and all records, information, and materials submitted to City under this Agreement are public records subject to public disclosure. Buyer acknowledges that City may disclose any records, information, and materials submitted to City in connection with this Agreement.

### **9.14 Tropical Hardwood and Virgin Redwood Ban**

City 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.

### **9.15 No Recording**

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

### **9.16 Effective Date**

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

### **9.17 Severability**

If any term or provision of this Agreement or the application of any term or provision of this Agreement to any person, entity, or circumstances, shall to any extent 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, shall not be affected thereby, and each other provision of this Agreement shall be valid and shall 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.

### **9.18 Acceptance by Buyer**

This Agreement shall be null and void unless it is accepted by Buyer and two (2) fully Buyer-executed copies of this Agreement are returned to City on or before 5:00 p.m. San Francisco time on September 30, 2022.

### **9.19 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.

### **9.20 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 shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall 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 CITY HAS AUTHORITY TO COMMIT CITY TO THIS AGREEMENT UNLESS AND UNTIL A RESOLUTION OF CITY'S PUBLIC UTILITIES COMMISSION AND A DULY ADOPTED RESOLUTION OR ORDINANCE OF CITY'S BOARD OF SUPERVISORS AND MAYOR SHALL HAVE BEEN DULY ENACTED APPROVING THIS AGREEMENT AND AUTHORIZING THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF CITY UNDER THIS AGREEMENT ARE CONTINGENT UPON THE DUE ENACTMENT OF SUCH A RESOLUTION OR ORDINANCE, AND THIS AGREEMENT SHALL BE NULL AND VOID IF CITY'S PUBLIC UTILITIES COMMISSION AND CITY'S BOARD OF SUPERVISORS AND MAYOR DO NOT APPROVE THIS AGREEMENT AT THEIR RESPECTIVE SOLE DISCRETION. APPROVAL OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT BY ANY OTHER DEPARTMENT, COMMISSION OR AGENCY OF CITY SHALL NOT BE DEEMED TO IMPLY THAT SUCH RESOLUTION WILL BE ENACTED NOR WILL ANY SUCH APPROVAL CREATE ANY BINDING OBLIGATIONS ON CITY.

*[SIGNATURES ON FOLLOWING PAGE]*

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

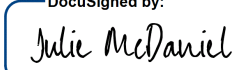
CITY:

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

BUYER:

STATE OF CALIFORNIA,  
a California public agency, acting by and  
through its DEPARTMENT OF  
TRANSPORTATION

By: \_\_\_\_\_  
ANDRICO Q. PENICK  
Director of Property

DocuSigned by:  
  
By: \_\_\_\_\_  
4CA2D3169A0A464  
JULIE MCDANIEL  
Acting Deputy District Director, Right of  
Way

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

By: \_\_\_\_\_  
Vincent L. Brown  
Deputy City Attorney

**EXHIBIT A**

**DESCRIPTION OF CITY'S REAL PROPERTY**

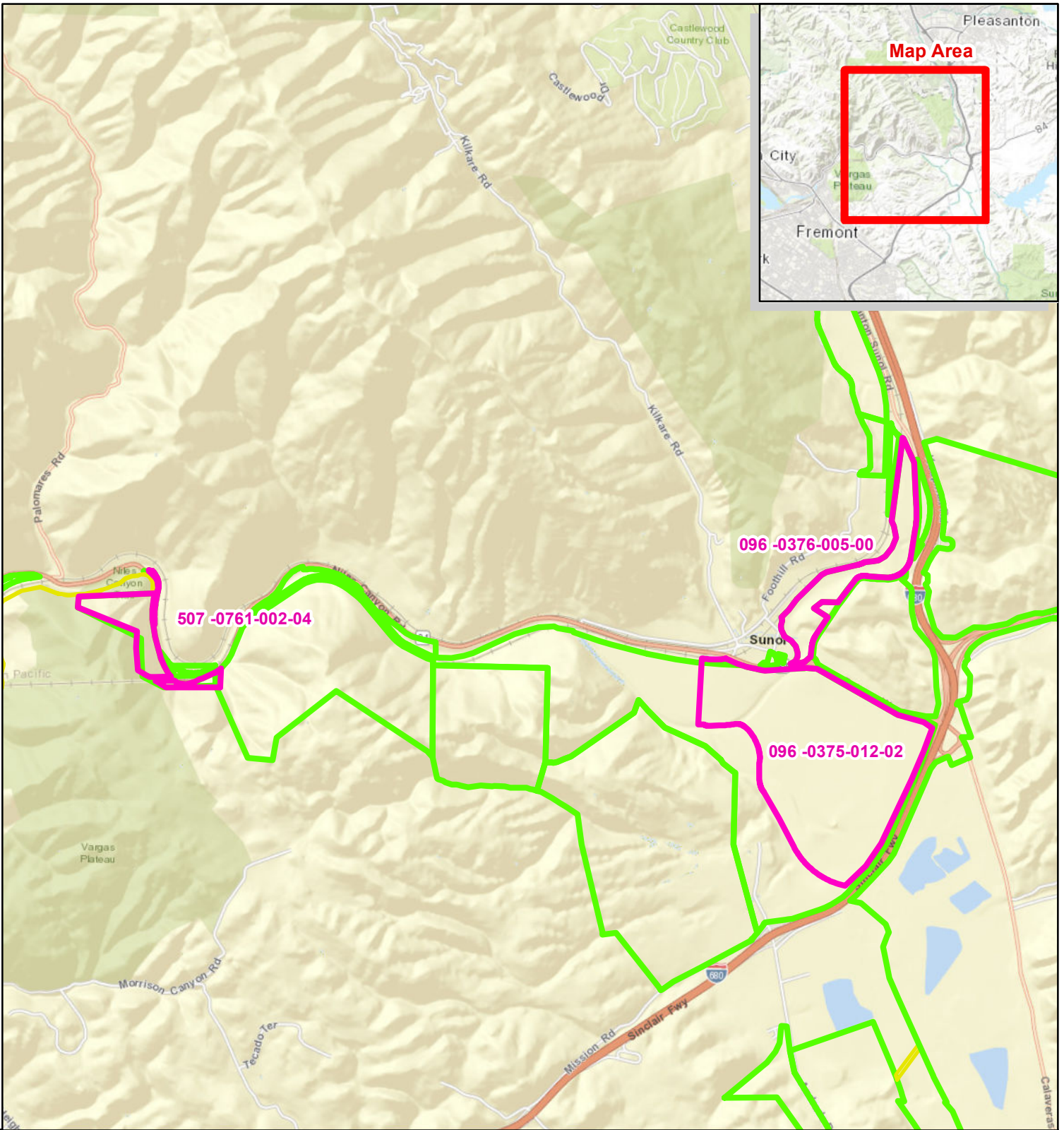
All that certain real property located in the County of Alameda, State of California, described as follows:

A portion of Parcel 57 and Parcel 65 in the Indenture to the City and County of San Francisco, a municipal corporation of the State of California, dated and recorded March 3, 1930, in Book 2350, at Page 1, of the Official Records of Alameda County.

**EXHIBIT B**

**DEPICTION OF CITY'S REAL PROPERTY**

*[see attached]*



D:\Jeremy\Real Estate\Maps\NilesCanyon\_SR84.mxd 5/24/2021 J.Julkins

**Legend**

 City's Real Property



**Exhibit B**  
**City's Real Property**  
**Sunol, CA**

The City does not guarantee that the information is accurate or complete. The City is not responsible for any damages arising from the use of data. Users should verify the information before making project commitments.



Date: 5-21-21 Author: JGL

**EXHIBIT C**

**Form of 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, California 94102  
Attn: Director of Property

and

San Francisco Public Utilities Commission  
Real Estate Services  
525 Golden Gate Avenue, 10<sup>th</sup> Floor  
San Francisco, California 94102  
Attn: Real Estate Director

MAIL TAX STATEMENTS TO:

State of California  
Department of Transportation

\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

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 APN 507-761-2-4 and APN 96-376-5

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

**QUITCLAIM DEED**

(Portions of Assessor’s Parcel Nos. 507-761-2-4 and 96-376-5)

FOR VALUABLE CONSIDERATION, receipt and adeqacy of which are hereby  
acknowledged, the CITY AND COUNTY OF SAN FRANCISCO, a California municipal  
corporation (“**Grantor**”), pursuant to Resolution No. \_\_\_\_\_, adopted by the Board of Supervisors  
on \_\_\_\_\_, 2022, and approved by the Mayor on \_\_\_\_\_ 2022, hereby RELEASES, REMISES,  
AND QUITCLAIMS to the STATE OF CALIFORNIA, a California public agency, acting by and  
through its Department of Transportation, any and all right, title, and interest Grantor may have in  
and to the real property located in the City of Fremont and in the unincorporated Town of Sunol,  
County of Alameda, State of California (“**Property**”) described on the attached **Exhibit 1** and

depicted on the Depiction of the Property attached as **Exhibit 2**, which exhibits are made a part of this Quitclaim Deed.



Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
ANDRICO Q. PENICK  
Director of Property

APPROVED AS TO FORM:

DAVID CHIU  
City Attorney

By: \_\_\_\_\_  
Vincent L. Brown  
Deputy City Attorney

DESCRIPTION CHECKED/APPROVED:

By: \_\_\_\_\_  
R. Edward Peterson  
SFPUC Chief Surveyor

**ACKNOWLEDGMENT**

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

State of California                    )  
  ) ss  
County of San Francisco            )

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

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

WITNESS my hand and official seal.

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

**CERTIFICATE OF ACCEPTANCE**

THIS IS TO CERTIFY, That the State of California, acting by and through the Department of Transportation (pursuant to Government Code Section 27281), hereby accepts for public purposes the real property described in the within deed and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**STEVEN D. KECK**  
Acting Director of Transportation

By \_\_\_\_\_  
JULIE MCDANIEL, Attorney in Fact  
Deputy District Director  
Right of Way and Land Surveys

**EXHIBIT 1 TO QUITCLAIM DEED**

**Description of the Property**

All that certain real property in Alameda County described and being a portion of PARCEL 57 and PARCEL 65 in the Indenture to the City and County of San Francisco, a municipal corporation of the State of California dated and recorded March 3, 1930, in Book 2350, at Page 1, of the Official Records of Alameda County, and more particularly described as:

Assessor's Parcel No. 507-761-2-4 ("Parcel 1")

A fee simple interest in an approximately 8,925 square foot strip of unimproved real property constituting a portion of Parcel 57 designated as Caltrans Parcel No. 63653-1 in the attached **Exhibit 1-1**

Assessor's Parcel No. 96-376-5 ("Parcel 3")

A fee simple interest in an approximately 8,907 square foot portion of unimproved real property constituting a portion of Parcel 65 designated as Caltrans Parcel No. 63648-1 in the attached **Exhibit 1-2**.

**EXHIBIT 1-1 TO QUITCLAIM DEED**

**Description of the Property**

(Assessor's Parcel No. 507-761-2-4;  
Caltrans Parcel No. 63653-1)

*[see attached]*

Number

63653

**EXHIBIT 1-1**  
**Description of Property**

All that real property situated in the City of Fremont, County of Alameda, State of California being a portion of Parcel 57 as said parcel is described in that certain Deed from Spring Valley Water Company to the City and County of San Francisco, recorded on March 3, 1930, in Book 2350 of Official Records at page 1, Alameda County and also being a portion of Lot 2 of Section 14, Township 4 South, Range 1 West, Mount Diablo Base and Meridian, and being more particularly described as follows:

**PARCEL 1 (63653-1):**

COMMENCING at a metal T-bar, shown as monument "N-30" on the State of California Right-Of-Way Record Map R-11.8, 4-ALA-84, said monument "N-30", bears North 55°12'28" West, 1,694.58 feet, (as calculated from said Record Maps North 55°12'40" West, 1,694.58 feet), from T-bar, "N-35", shown on State of California Right-Of-Way Record Map R-11.10, 4-ALA-84; said T-bar, "N-30" also bears South 5°40'31" East, 649.10 feet, (as calculated from said Record Maps South 5°41'11" East, 649.03 feet), from T-bar, "N-28", shown on State of California Right-Of-Way Record Map R-11.7, 4-ALA-84; thence from said T-bar, "N-30", South 11°44'33" East, 785.05 feet to the beginning of a non-tangent curve, concave to the northeast, to which a radial line bears South 63°55'32" West and the POINT OF BEGINNING; thence southeasterly along said curve having a radius of 1,449.00 feet, through a central angle of 11°19'51", and an arc length of 286.55 feet; thence South 48°15'48" West, 5.74 feet to the beginning of a non-tangent, concave to the northeast to which a radial line bears South 48°15'48" West; thence southeasterly along said curve having a radius of 4,967.26 feet, through a central angle of 2°16'14", and an arc length of 196.85 feet; thence South 65°24'42" East, 49.05 feet to an angle point in the general southerly right-of-way line of State Route 84 as shown on Right-Of-Way Record Map R-11.9, 4-ALA-84; thence along said general southerly right-of-way line the following ten courses: 1) North 41°35'21" West, 45.18 feet; 2) North 42°17'20" West, 65.86 feet to the beginning of a non-tangent curve, concave to the northeast to which a radial line bears South 41°19'20" West; 3) thence northwesterly along said curve having a radius of 322.00 feet, through a central angle of 6°23'20", and an arc length of 35.91 feet; 4) North 42°17'20" West, 40.00 feet; 5) North 47°42'40" East, 2.00 feet; 6) North 42°17'20" West, 48.32 feet to the beginning of a tangent curve concave to the northeast; 7) thence along said curve having a radius of 420.00 feet, through a central angle of 9°46'00", and an arc length of 71.59 feet; 8) North 32°31'20" West, 113.24 feet to the beginning of a tangent curve concave to the northeast; 9) along said curve having a radius of 420.00 feet, through a central angle of 6°27'30", and an arc length of 47.34 feet; 10) North 26°03'50" West, 56.74 feet to a line which bears North 63°55'32" East from the POINT OF BEGINNING; thence along last said line, South 63°55'32" West, 16.14 feet to the POINT OF BEGINNING;

Number
63653

TOGETHER WITH underlying fee interest, if any, contiguous to the above-described property in and to the adjoining State Highway;

Containing an area of 8,925 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinates System of 1983, Zone 3, Epoch 1991.35. Multiply distances by 1.00007106 to obtain ground distances.

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

Signature: Raymond C. Sullivan  
Raymond Sullivan, PLS No. 8337

Date: 7/20/18



**EXHIBIT 1-2 TO QUITCLAIM DEED**

**Description of the Property**

(Assessor's Parcel No. 96-376-5;  
Caltrans Parcel No. 63648-1)

*[see attached]*



Number
63648-1

### EXHIBIT "1-2"

All that real property situated in the unincorporated area of Alameda County, State of California being a portion of the Rancho El Valle De San Jose and being more particularly described as follows:

COMMENCING at monument CR11, a 1" iron pipe with plastic plug and tack stamped "CALIF. DIV. HWYS" which bears South  $76^{\circ}09'05.7"$  East, 13,777.91 feet from monument DG575, a PK nail and shiner stamped "CALTRANS", said monuments are shown on that certain Record of Survey filed for record on October 29, 2007, in Book 32 of Records of Survey at pages 42 and 43, Alameda County Records; thence North  $54^{\circ}12'16"$  West, 2,686.01 feet to the beginning of a curve to the right at which point a tangent to said curve bears North  $4^{\circ}48'33"$  East, and the **POINT OF BEGINNING**; thence along said curve having a radius of 290.00 feet, through a central angle of  $12^{\circ}14'09"$ , for an arc length of 61.93 feet; thence North  $17^{\circ}02'42"$  East, 101.89 feet; thence South  $73^{\circ}19'14"$  East, 39.03 feet to the centerline of Pleasanton-Sunol Road, having County Road Number 2033, being a point on a non-tangent curve to the left, at which point a radial line bears North  $73^{\circ}19'14"$  West; thence southerly along said centerline the following two courses: 1) along said curve, having a radius of 520.00 feet, through a central angle of  $11^{\circ}30'07"$ , and an arc length of 104.39 feet; 2) tangent to the preceding curve, South  $5^{\circ}10'39"$  West, 223.88 feet to a point on the general northerly right-of-way line of State Route 84, formerly State Route 107, as shown on State of California Right-Of-Way Record Map having map number R-532D.3, last revised on

Number
63648-1

April 1991, and described in the Final Order of Condemnation recorded on November 4, 1944 in Book 4648 of Official Records at page 1, Alameda County; thence along said general northerly right-of-way line the following two courses: 1) North 84°42'21" West, 40.77 feet to the beginning of a non-tangent curve to the right, at which point a radial line bears South 84°42'21" East; 2) southerly along said curve having a radius of 65.50 feet, through a central angle of 36°19'32", and arc length of 41.52 feet to a line which bears South 4°48'33" West, from the **POINT OF BEGINNING**; thence along last said line, North 4°48'33" East, 212.83 feet to the **POINT OF BEGINNING**;

EXCEPTING THEREFROM, all that portion lying within Pleasanton-Sunol Road, also known as County Road Number 2033;

Containing an area of 8,907 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinates System of 1983, Zone 3, Epoch 1991.35. Multiply distances by 1.00007106 to obtain ground distances. A plat map, Exhibit B, is attached hereto and made a part hereof.

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

Signature: Raymond C Sullivan  
Raymond Sullivan, PLS No. 8337

Date: 6/25/21



EXHIBIT "1-2"  
Page 2 of 2

**EXHIBIT 2 TO QUITCLAIM DEED**

Depiction of the Property

*[See attached]*

Assessor's Parcel No. 507-761-2-4 ("Parcel 1")

A fee simple interest in an approximately 8,925 square foot strip of unimproved real property constituting a portion of Parcel 57 depicted as Caltrans Parcel No. 63653-1 in the attached **Exhibit 2-1**

Assessor's Parcel No. 96-376-5 ("Parcel 3")

A fee simple interest in an approximately 8,907 square foot portion of unimproved real property constituting a portion of Parcel 65 depicted as Caltrans Parcel No. 63648-1 in the attached **Exhibit 2-2**.

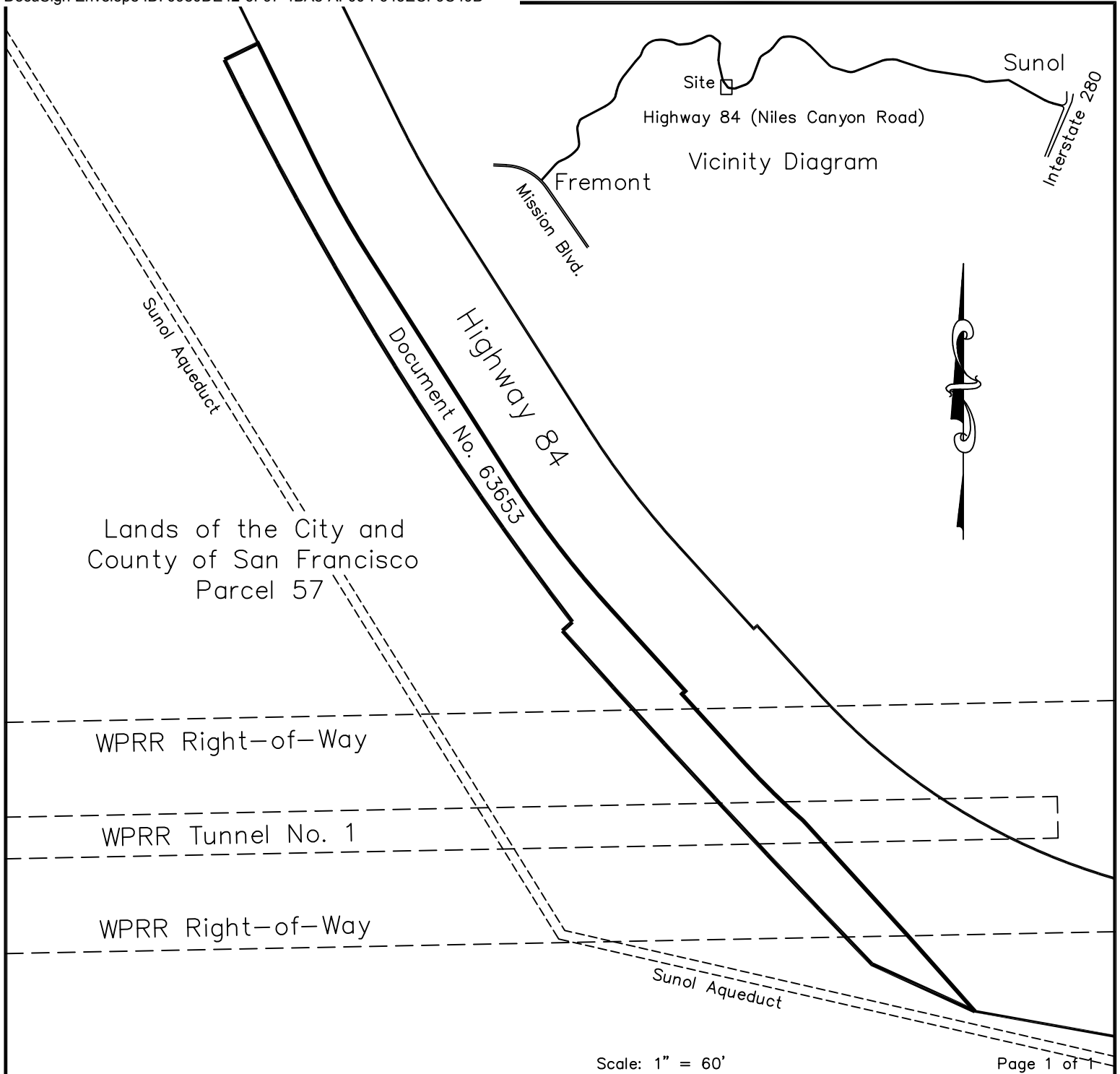
**EXHIBIT 2-1 TO QUITCLAIM DEED**

Depiction of the Property

Parcel 57 Document No. 63653 Quitclaim of Fee Parcel Map

(Assessor's Parcel No. 507-761-2-4;  
Caltrans Parcel No. 63653-1)

*[See attached]*



Lands of the City and County of San Francisco  
Parcel 57

WPRR Right-of-Way

WPRR Tunnel No. 1

WPRR Right-of-Way

Sunol Aqueduct

Scale: 1" = 60'

Page 1 of 1

Reference:

- 1. CalTrans Right-of-Way Record Map R 11.9 of Highway 84.

Legend

WPRR Western Pacific Railroad

City and County of San Francisco  
Public Utilities Commission  
San Francisco Water Department

Parcel 57

Document No. 63653

Quitclaim of Fee Parcel

Adjacent to Highway 84

Unincorporated Alameda County

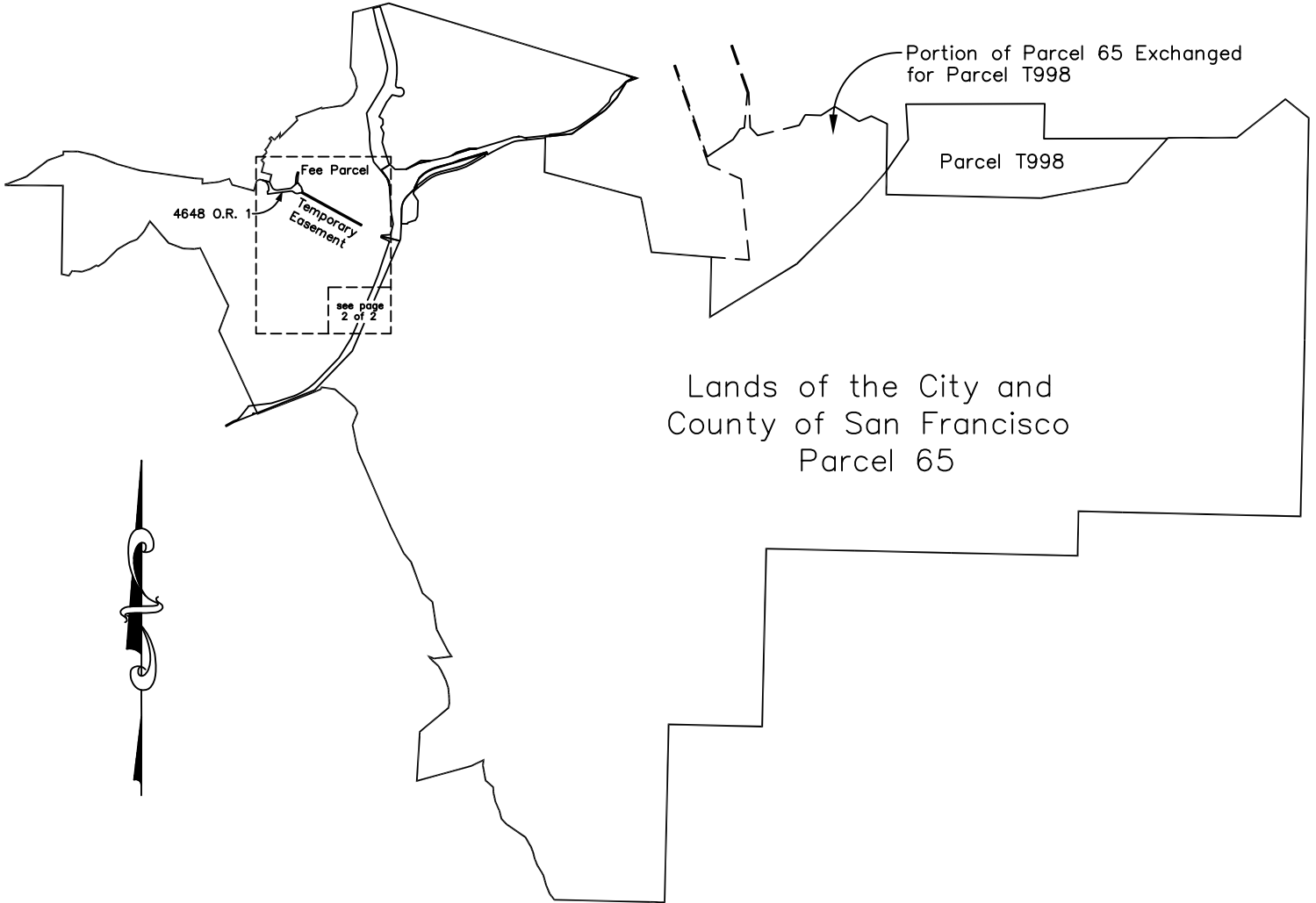
**EXHIBIT 2-2 TO QUITCLAIM DEED**

Depiction of the Property

Parcel 65 Document No. 63648 Fee Parcel and Utility Easement Map

(Assessor's Parcel No. 96-376-5;  
Caltrans Parcel No. 63648-1)

*[See attached]*



Lands of the City and  
County of San Francisco  
Parcel 65

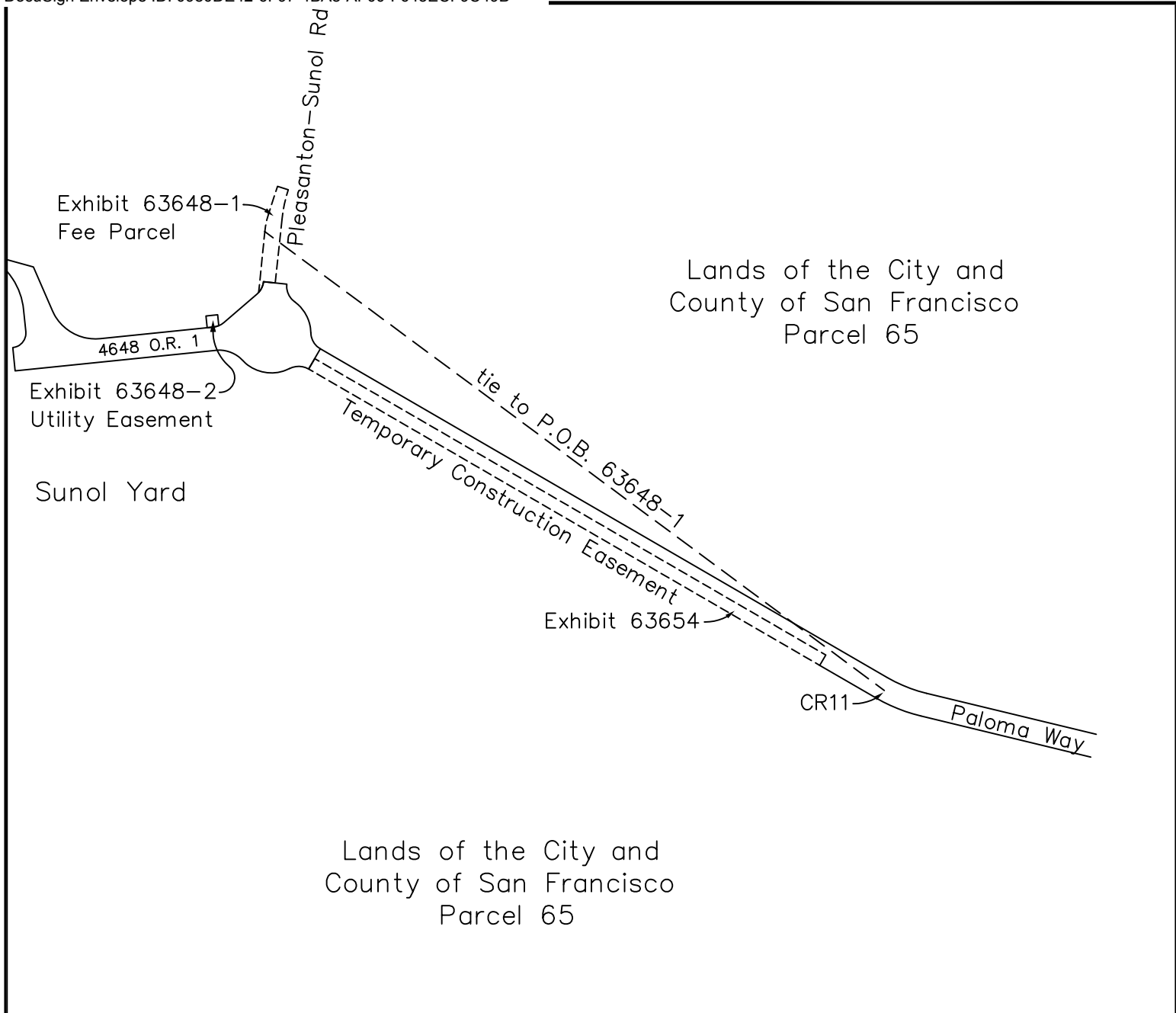
Scale: 1" = 5000'

Page 1 of 2

City and County of San Francisco  
Public Utilities Commission  
San Francisco Water Department

Parcel 65  
Document No. 63648  
Fee Parcel & Utility Easement  
Adjacent to Highway 84

Unincorporated Alameda County



Scale: 1" = 500'

Page 2 of 2

City and County of San Francisco  
Public Utilities Commission  
San Francisco Water Department

Parcel 65  
Document No. 63648  
Fee Parcel & Utility Easement  
Adjacent to Highway 84

Unincorporated Alameda County



**EXHIBIT D**

**Form of Temporary Construction Easement Deed and Agreement**

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, California 94102  
Attn: Director of Property

with a conformed copy to:

San Francisco Public Utilities Commission  
Real Estate Services  
525 Golden Gate Avenue, 10<sup>th</sup> Floor  
San Francisco, California 94102  
Attn: Real Estate Director

MAIL TAX STATEMENTS TO:

State of California  
DEPARTMENT OF TRANSPORTATION  
PO BOX 23440, MS-11A  
OAKLAND, CA 94623-0440  
Attn: R/W Acquisition, 13th Floor  
Lam Nguyen

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)

Portion of APN 96-375-12-2

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

**EASEMENT DEED AND AGREEMENT  
(Temporary Construction Easement)**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY AND COUNTY OF SAN FRANCISCO, a California municipal corporation (“Grantor”) hereby grants to the STATE OF CALIFORNIA, a California public agency (“Grantee”), a nonexclusive temporary construction easement (“Easement”) over, across, along, and upon Grantor’s real property located in the unincorporated the Town of Sunol, County of Alameda, State of California (“City’s Real Property”), as more particularly described in the attached **Exhibit 1**. The specific locations of the portion of Grantor’s real property that is subject to the Easement is described in the attached **Exhibit 2** (“Easement Area”) and depicted in the Parcel 65 Document No. 63654 Temporary Easement Map attached as **Exhibit 3**.

**1. Nature of the Easement.** The Easement Area may be used for construction staging and general construction-related activities in connection with Grantee’s construction of certain safety improvements at spot locations along State Route 84 (“**SR 84**”) on Niles Canyon Road and Paloma Way between State Route 238 and Interstate 680 in southern Alameda County (“**SR 84 Safety Improvements Project**”). The Easement permits Grantee to use any portion of the Easement Area for **(a)** the right to store, use, and stage construction trailers, equipment, vehicles, machinery, tools, materials, supplies, and excavated soils in connection with the construction of the SR 84 Safety Improvements Project; **(b)** the right to improve, repair, and maintain the Easement Area, including grading, installation of paving and/or crushed rock, fencing, management of vegetation impinging on the Easement Area; and **(c)** such other rights as are reasonably necessary for the full enjoyment and accomplishment of the purposes of the Easement. Grantee’s rights under this Easement Deed may be exercised by Grantee’s agents, contractors, subcontractors, suppliers, consultants, employees, licensees, invitees, or representatives, or by other authorized persons acting for or on behalf of Grantee.

**2. Term of the Easement.** The term of the Easement shall commence on the date (“**Commencement Date**”) on which Grantee’s contractor first enters the Easement Area to commence staging in connection with the SR 84 Safety Improvements Project after Grantee’s issuance of a Notice to Proceed to the contractor. Grantee shall provide, or cause its contractor to provide, at least thirty (30) days’ advance written notice to Grantor of the Commencement Date. At the request of either party, Grantor and Grantee shall confirm in writing the Commencement Date. The Easement shall expire on December 31, 2022 (“**Expiration Date**”); however, Grantor shall have the option to extend the term on a month-to-month basis not to exceed an additional two (2) months beyond the Expiration Date (“**Extension Option**”). Thirty (30) days’ written notice shall be given to Grantor if Grantee elects to exercise the Extension Option. Upon expiration of the Extension Option, Grantee shall pay Grantor an additional sum for any such extensions at the same rate paid for the initial term (prorated on a monthly basis).

**3. Restoration of the Easement Area.** Upon the earlier of the Expiration Date or Grantee’s completion of the SR 84 Safety Improvements Project, Grantee shall restore, as nearly as reasonably possible, the Easement Area to its condition immediately prior to the commencement of the work related to the SR 84 Safety Improvements Project.

**4. Notices.** Any notice, consent, or approval required or permitted to be given under this Easement Deed shall be in writing and shall be given by **(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):

For Grantee:

Send To: San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 10<sup>th</sup> Floor  
San Francisco, California 94102  
Attn: Real Estate Director

With a copy to: Vincent L. Brown  
Deputy City Attorney  
Office of the City Attorney  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco, California 94102-4682

For Grantor:

Send To: State of California  
Department of Transportation  
111 Grand Avenue  
Oakland, California 94612  
Attn: Lam Nguyen, R/W 13<sup>th</sup> Floor-ACQ

With a copy to: N/A

A properly addressed notice transmitted by one of the foregoing methods shall be deemed received upon confirmed delivery, attempted delivery, or rejected delivery. Any telephone numbers, e-mail addresses, or facsimile numbers provided by one Party to the other are for convenience of communication only; neither Party may give official or binding notice orally or by e-mail or facsimile transmission.

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

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

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

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**GRANTOR:**

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
ANDRICO Q. PENICK  
Director of Property

**APPROVED AS TO FORM:**

DAVID CHIU  
City Attorney

By: \_\_\_\_\_  
Vincent L. Brown  
Deputy City Attorney

**DESCRIPTION CHECKED/APPROVED:**

By: \_\_\_\_\_  
R. Edward Peterson  
SFPUC Chief Surveyor

SFPUC Resolution No. \_\_\_\_\_

Adopted: \_\_\_\_\_

**ACCEPTED:**

STATE OF CALIFORNIA,  
a California public agency

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

**ACKNOWLEDGMENT**

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

State of California                    )  
  ) ss  
County of San Francisco            )

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

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

WITNESS my hand and official seal.

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

**CERTIFICATE OF ACCEPTANCE**

THIS IS TO CERTIFY, That the State of California, acting by and through the Department of Transportation (pursuant to Government Code Section 27281), hereby accepts for public purposes the real property described in the within deed and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**STEVEN D. KECK**  
Director of Transportation

By \_\_\_\_\_  
JULIE MCDANIEL, Attorney in Fact  
Deputy District Director  
Right of Way and Land Surveys

**EXHIBIT 1 TO EASEMENT DEED**

**Description of City's Real Property**

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

SFPUC Parcel 65 of the Alameda County Lands, and further described by metes and bounds in that certain Deed dated and recorded March 3, 1930 in Book 2350, Page 1, of the Official Records of Alameda County

**EXHIBIT 2 TO EASEMENT DEED**

**Description of Easement Area**

(Assessor's Parcel No. 96-375-12-2;  
Caltrans Parcel Nos. 63654-1)

*[See attached]*



Number
63654

## Exhibit "2"

All that real property situated in the unincorporated area of Alameda County, State of California being a portion of the Rancho El Valle De San Jose and being more particularly described as follows:

### PARCEL 1 (63654-1):

A TEMPORARY EASEMENT for CONSTRUCTION purposes and incident thereto, upon, over, under and across a portion of said Rancho El Valle De San Jose, more particularly described as follows:

COMMENCING at point on the general southerly right-of-way line of State Route 84, as described in that certain Final Order of Condemnation, recorded on November 4, 1944 in Book 4648 of Official Records at page 1, Alameda County, at the westerly terminus of the course described in said document as "S. 82°31'30" W., 689.01 feet"; thence easterly along said general southerly right-of-way line the following five courses: 1) North 83°18'09" East, 689.01 feet, (shown in said document as "S. 82°31'30" W., 689.01 feet") to the beginning of a tangent curve to the right; 2) along said curve having a radius of 110.52 feet, through a central angle of 52°50'00", and an arc length of 101.91 feet to a point of reverse curvature; 3) along said curve having a radius of 134.49 feet, through a central angle of 74°13'35", and an arc length of 174.23 feet to a point of reverse curvature; 4) along said curve having a radius of 68.21 feet, through a central angle of 57°30'30", and an arc length of 68.46 feet; 5) North 29°14'39" East, 0.20 feet to the POINT OF BEGINNING; thence leaving said general southerly right-of-way line and parallel with the centerline of State Route 84, South 60°44'17" East, 2018.72 feet; thence North 29°15'43" East, 41.00 feet to the centerline of State Route 84; thence along said centerline, North 60°44'17" West, 2018.73 feet to a line which bears North 29°14'39" East from the POINT OF BEGINNING; thence along last said line, South 29°14'39" West, 41.01 feet to the POINT OF BEGINNING;

EXCEPTING THEREFROM, all that portion lying within State Route 84;

Containing an area of 16,150 square feet, more or less.

Rights to the above described Temporary Easement shall cease and terminate on December 31, 2021. Said right may also be terminated prior to the above date by STATE upon notice to GRANTOR.

Number
63654

The bearings and distances used in the above description are based on the California Coordinates System of 1983, Zone 3, Epoch 1991.35. Multiply distances by 1.00007106 to obtain ground distances.

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

Signature: Raymond C Sullivan  
Raymond Sullivan, PLS No. 8337

Date: 7/20/18



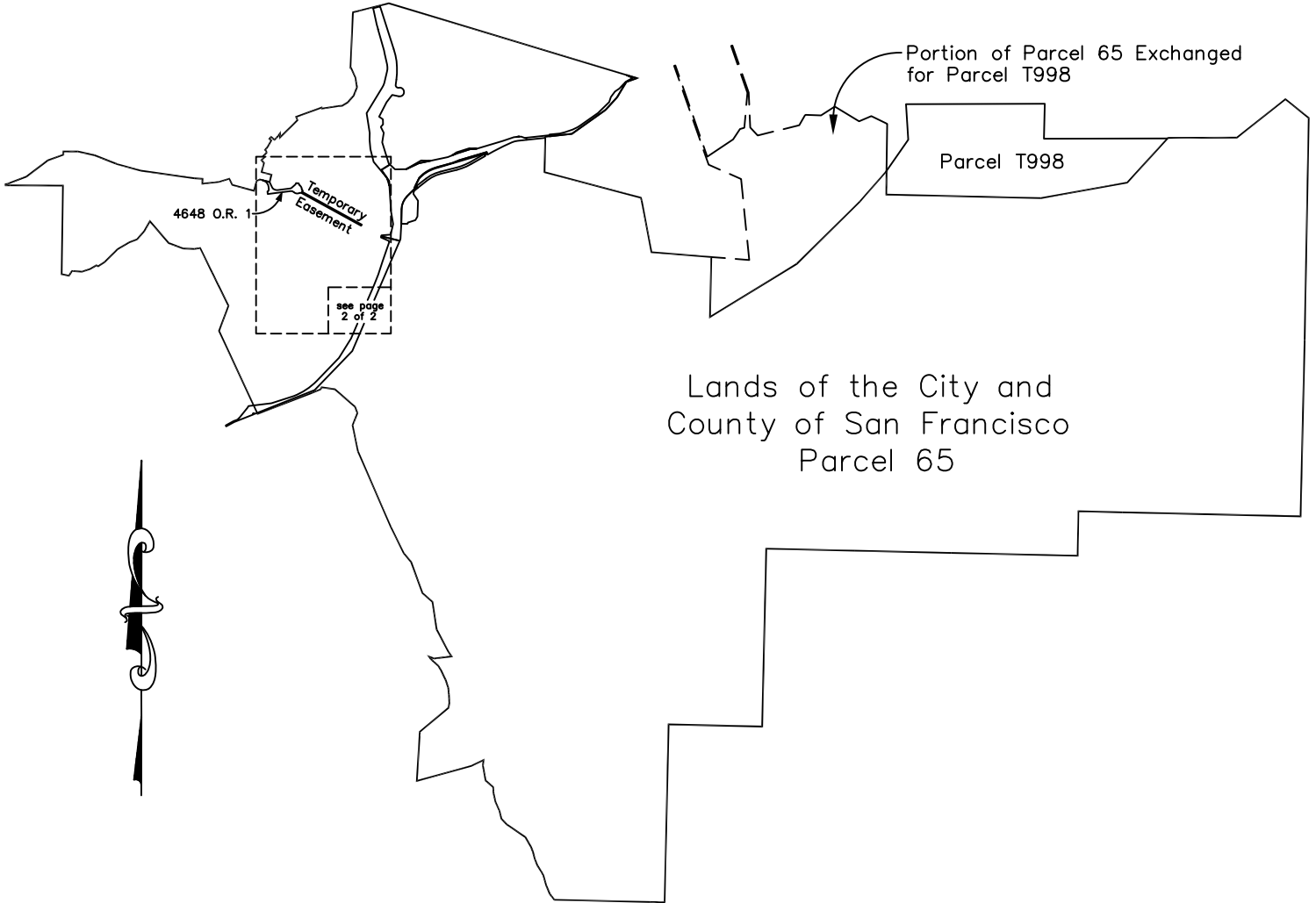
**EXHIBIT 3 TO EASEMENT DEED**

**Depiction of Easement Area**

Parcel 65 Document No. 63654 Temporary Construction Easement Map

(Assessor's Parcel No. 96-375-12-2;  
Caltrans Parcel No. 63654-1)

*[see attached]*



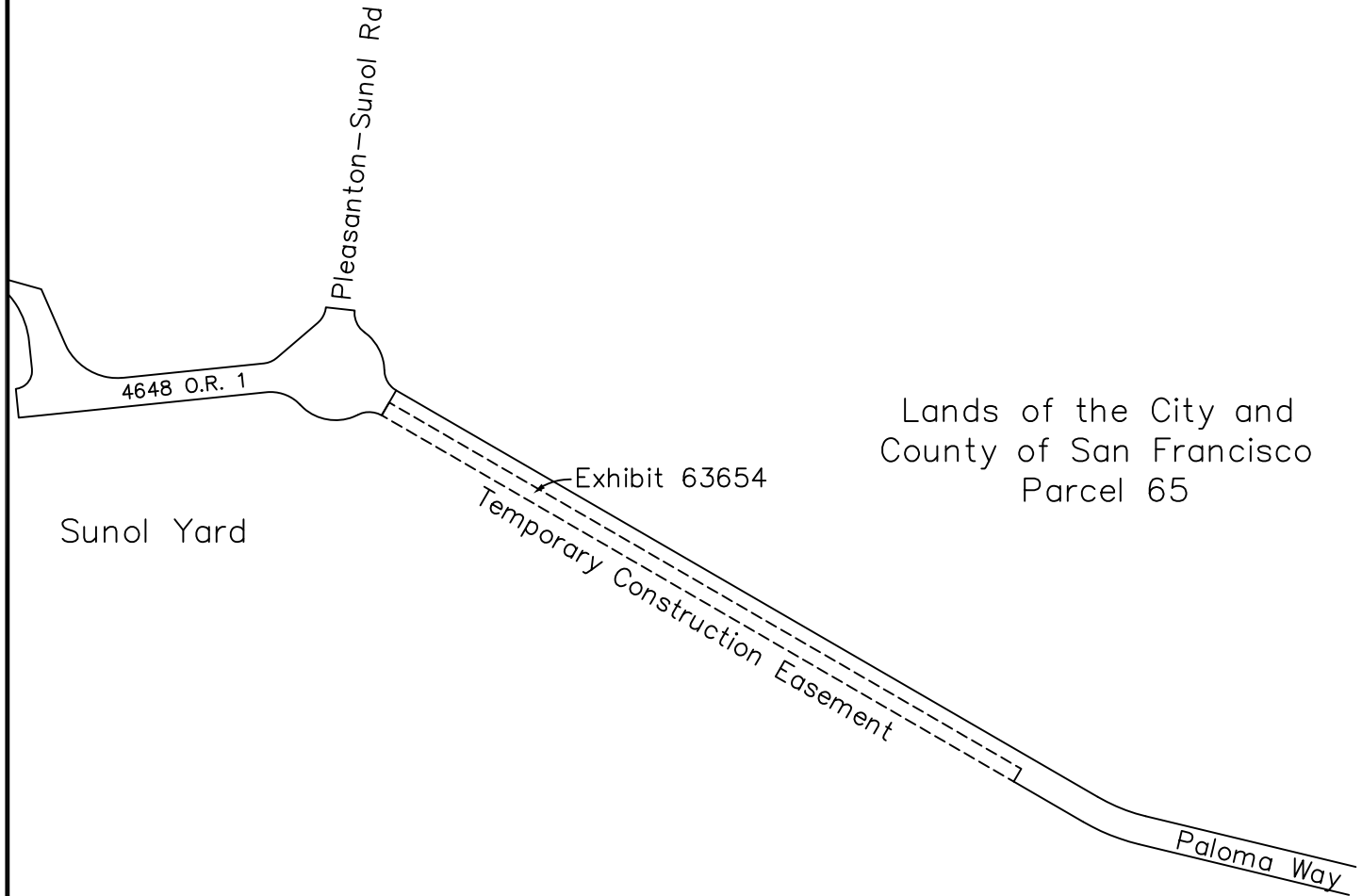
Scale: 1" = 5000'

Page 1 of 2

City and County of San Francisco  
Public Utilities Commission  
San Francisco Water Department

Parcel 65  
Document No. 63654  
Temporary Construction Easement  
Within Highway 84

Unincorporated Alameda County



Sunol Yard

Lands of the City and  
County of San Francisco  
Parcel 65

Lands of the City and  
County of San Francisco  
Parcel 65



Scale: 1" = 500'

Page 2 of 2

<p>City and County of San Francisco Public Utilities Commission San Francisco Water Department</p>
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<p>Parcel 65 Document No. 63654 Temporary Construction Easement Within Highway 84</p>
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<p>Unincorporated Alameda County</p>
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**EXHIBIT E**

**FORM OF ELECTRIC UTILITY EASEMENT DEED AND AGREEMENT**

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, California 94102  
Attn: Director of Property

with a conformed copy to:

San Francisco Public Utilities Commission  
Real Estate Services  
525 Golden Gate Avenue, 10<sup>th</sup> Floor  
San Francisco, California 94102  
Attn: Real Estate Director

MAIL TAX STATEMENTS TO:

Pacific Gas and Electric Company  
245 Market Street, N10A, Room 1015  
P.O. Box 770000  
San Francisco, California 94177

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)

Portion of APN 96-376-5

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

**EASEMENT DEED AND AGREEMENT  
(Electric Utility Easement)**

THIS EASEMENT DEED AND AGREEMENT (this “**Easement Deed**”) is made 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 PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (“**PG&E**”). City and PG&E sometimes collectively are referred to in this Easement Deed as the “**Parties**” or singularly as a “**Party**.”

**RECITALS**

**A.** City, under the jurisdiction of the SFPUC, owns the real property adjacent to State Route 84 (“**SR 84**”) in an unincorporated portion of Alameda County, State of California, commonly known as SFPUC Parcel 65 (“**City’s Real Property**”) and described in the attached **Exhibit 1**.

**B.** The State of California, a California public agency, acting by and through its Department of Transportation (“**Caltrans**”), proposes to construct certain safety improvements at spot locations along SR 84 on Niles Canyon Road and Paloma Way between State Route 238 and Interstate 680 in southern Alameda County (“**Safety Improvements Project**”). As a component of the Safety Improvements Project, Caltrans will acquire a public utility easement for PG&E to accommodate the relocation of PG&E electrical utilities within the project area.

**C.** Caltrans has the authority to exercise the power of eminent domain and compel City to sell portions of City’s Real Property. Caltrans, PG&E, and City recognize the expense, time, effort, and risk to each party in determining the compensation for acquiring City’s Real Property by eminent domain litigation. To avoid such litigation PG&E and City agree to enter into this Easement Deed upon the terms and conditions set forth below.

**D.** Pursuant to this Easement Deed, Caltrans proposes to acquire an approximately 1,583 square foot portion of, and interest in, City’s Real Property along SR-84 (“**Easement Area**”), as a perpetual, non-exclusive public utility easement (“**Electric Utility Easement**”) for PG&E. The Easement Area is described on the attached **Exhibit 2**, and designated and depicted as Caltrans Parcel No. 63648-2 on the Parcel 65 Document No. 63648 Fee Parcel and Utility Easement Map attached as **Exhibit 3**.

## AGREEMENT

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, City hereby quitclaims and conveys to PG&E the Electric Utility Easement upon, over, across, the Easement Area, together with the right of ingress and egress from the Easement Area over and across City’s Real Property, on the terms and conditions set forth in this Easement Deed. The attached Exhibits are incorporated into this Easement Deed.

**1. PG&E’s Permitted Uses.** The Electric Utility Easement includes the right and privilege to, from time to time, excavate for, construct, reconstruct, install, replace (of initial or any other size), remove, maintain, inspect and use its poles, aerial wires, cables, electrical conductors with associated crossarms, braces, transformers, anchors, guy wires and cable, fixtures and appurtenances, as PG&E deems necessary for the distribution of electric energy and communication purposes (“**PG&E’s Facilities**”), together with the right of ingress and egress within, over, and across the Easement Area, for use in connection with the Electric Utility Easement. The Electric Utility Easement includes the right to modify, remove, or replace PG&E’s Facilities within the Electric Utility Easement, provided that PG&E obtains City’s approval of the proposed modification, removal, and/or replacement, which approval shall not be unreasonably withheld, conditioned, or delayed. In an emergency, however, PG&E may make such modifications as are reasonably necessary under the circumstances to preserve or restore the safe use of the Electric Utility Easement, without City’s prior approval, provided that PG&E shall give City such notice of the modifications as is reasonable under the circumstances, which may be retroactively. Further, PG&E’s right of ingress and egress shall not extend to any portion of City’s Real Property that is isolated from the Electric Utility Easement by any public road or highway now crossing or thereafter crossing said lands. City reserves the right to use said Easement Area for purposes that will not interfere with PG&E’s full enjoyment of the rights granted by this Easement Deed; provided that neither City nor its successors or assigns shall 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 the Easement Area, or diminish or install anything that will interfere with the rights granted to PG&E in this Easement Deed. PG&E's rights under this Easement Deed may be exercised by PG&E and its officers, directors, members, employees, agents, contractors, subcontractors, consultants, licensees, invitees, or representatives, or by any other authorized persons acting for or on PG&E's behalf (collectively, "**Agents**"). City acknowledges that it has read the "Grant of Easement Disclosure Statement," attached as **Exhibit 4** and made a part of this Easement Deed.

**2. Restoration of the Easement Area.** PG&E shall restore, as nearly as reasonably possible, the Easement Area to its condition immediately prior to the commencement of any permitted activities related to the Safety Improvements Project.

**3. Subject to City's Uses.** PG&E is aware that the Easement Area constitutes a portion of the SFPUC's regional water and power transmission systems. Notwithstanding anything to the contrary in this Easement Deed, any and all of PG&E's activities under this Easement Deed shall be subject and subordinate at all times to City's existing and future use of the Easement Area for utility and all other municipal purposes, which may include construction of additional subsurface pipelines within the Easement Area. City shall in no way be liable for any damage or destruction to PG&E's Facilities or the personal property of PG&E 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 Area, to the extent such damage or destruction is not caused by City's willful misconduct. PG&E acknowledges that City may use the open trench method for access to City's existing or future facilities or pipelines located on or about the Easement Area in the event of maintenance, repair, replacement, construction, or installation of any existing, future, or additional pipelines, conduits, transmission lines, tunnels, or other SFPUC facilities. City also reserves the right to use the subsurface of City's Real Property for the installation, operation, maintenance, repair, or replacement of public utilities, including pipes, cable, manholes, or other infrastructure typically required for utility lines; provided, however, that such installation, operation, maintenance, repair, or replacement shall not require PG&E to relocate or remove PG&E's Facilities nor unreasonably restrict PG&E's rights to access the Easement Area. The rights granted in this Easement Deed are also subject to any prior and existing rights of third parties, if any. PG&E shall be solely liable for the interference of any prior and existing third-party rights. City reserves the right to grant, at its sole and absolute discretion, non-exclusive rights to other third parties within the Easement Area. City will require such other third parties to consult with City on design, location, and construction activities, but City shall have no rights of approval or disapproval.

**4. Exercise of Due Care.** PG&E shall use, and shall cause its Agents to use, due care at all times to avoid any damage or harm to City's water pipelines, facilities, or other property, to maintain the native vegetation and natural attributes of the Easement Area, and to minimize slope erosion. Except as permitted pursuant to **Section 12** [Construction and Ownership of PG&E's Facilities] below, PG&E shall not disturb the surface of the Easement 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, PG&E shall mark the location of City's water pipelines or other facilities within the Easement Area and shall not use any pick, plow, or other sharp tool to remove the two feet (2') of soil around City's pipelines or other facilities, provided that PG&E may use hand shovels or pneumatic shovels in compliance with all other terms and conditions of this Easement Deed. PG&E shall immediately



inform City of any actual or potential damage to the coating of the pipeline, and any such damage shall be promptly repaired by PG&E, at its own expense, to City's satisfaction prior to backfilling; provided, at its sole discretion, City may elect to make any necessary repairs itself, at PG&E's sole cost, by notifying PG&E of such fact. Upon completion of the repairs, City shall send to PG&E a bill therefor, which PG&E shall pay within thirty (30) days following receipt. Under no circumstances shall PG&E damage, harm, or take any rare, threatened, or endangered species present on or about the Easement Area.

**5. Assignment.** PG&E shall not assign its rights under this Easement Deed, in whole or in part, without City's prior written consent. City shall not unreasonably withhold consent if PG&E proposes to transfer the Utility Easement to any other agency or entity.

**6. Indemnity.** PG&E shall indemnify, defend, reimburse, and hold harmless City, its Agents, and each of them, from and against any and 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 Area, when such injury, death, damage or destruction is caused by the person or property of PG&E, or its Agents, its invitees, guests or business visitors (collectively, "**Invitees**"), or third persons, relating to PG&E's use or activity under this Easement Deed, **(b)** any failure by PG&E to faithfully observe or perform any of the terms, covenants, or conditions of this Easement Deed, **(c)** the use of the Easement Area or any activities conducted thereon by PG&E, its Agents or Invitees, or **(d)** any release or discharge, or threatened release or discharge, of any Hazardous Material caused or allowed by PG&E, its Agents or Invitees, on, in, under, or about the Easement Area, any improvements, or into the environment; except solely to the extent arising out of or caused by the negligence or willful misconduct of City or City's authorized representatives. PG&E's obligations under this Section shall survive the termination of the Utility Easement, with respect to events occurring prior to such termination.

**7. Insurance.** Notwithstanding anything to the contrary above, each Party acknowledges that the other Party self-insures and shall not be obligated to purchase any third-party commercial liability insurance or property insurance.

**8. Restrictions on Use.**

**(a) Improvements.** Except as otherwise expressly provided in this Easement Deed, PG&E shall not construct or place any temporary or permanent structures or improvements in, on, under, or about the Easement Area, nor shall PG&E make any alterations or additions to any of existing structures or improvements on the Easement Area or excavate any portion of the Easement Area, unless PG&E first obtains the SFPUC's prior written consent, which SFPUC may give or withhold in its sole and absolute discretion.

**(b) Dumping.** PG&E shall not cause, nor shall PG&E allow any of its Agents or Invitees to cause the dumping or other disposal in, on, under, or about the Easement Area of landfill, refuse, Hazardous Material (defined 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.

(c) **Hazardous Material.** PG&E shall not cause, nor shall PG&E 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 Area, or transported to, from or over the Easement Area, except that PG&E is permitted to bring onto the Easement Area products and materials commonly used in or essential to the installation of PG&E's Facilities that may contain material considered hazardous, provided that any such products and materials shall be handled and used in compliance with all applicable federal, state, 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 use of the Utility Easement.

PG&E shall immediately notify City when PG&E learns of, or has reason to believe that, a release of Hazardous Material has occurred in, on, under, or about the Easement Area. In the event that any Hazardous Material brought to the Easement Area by PG&E or any of its Agents or Invitees is spilled or leaked or otherwise released on the Easement Area as a result of PG&E's exercise of this Easement Deed, PG&E shall promptly take all steps necessary to remove any contamination resulting from such activities. PG&E accepts full responsibility for all activities and costs incurred related to cleaning up the Easement Area from the effects of such spill or leak. With respect to Hazardous Material brought to the Easement Area by PG&E or its Agents or Invitees, PG&E shall 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 Area is located or over the substance being used by PG&E on the Easement Area. In the event that PG&E or its Agents or Invitees cause a release of Hazardous Material, PG&E shall, at City's discretion, either remediate, at PG&E's sole cost, such contaminated property to the satisfaction of the regulatory agency having jurisdiction over same or reimburse City for its costs in performing such remediation. PG&E shall further comply with all applicable Laws requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary or desirable to mitigate the release or minimize the spread of contamination. In connection therewith, PG&E shall afford City 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 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 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 such materials are part of the Easement Area or are naturally occurring substances in the Easement Area; and any petroleum, including crude oil or any crude-oil fraction, natural gas or natural gas liquids, provided, the foregoing shall not prohibit PG&E from traversing to, from, and across the Easement 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 shall include any actual or imminent spilling, leaking, pumping, pouring,

emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under, or about the Easement Area.

**(d) Nuisances.** PG&E shall not conduct or allow any of its Agents or Invitees to conduct any activities in, on, under, or about the Easement 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.

**(e) Avoiding Damage to the Easement Area.** At its sole cost, PG&E shall at all times maintain the Easement Area in a good, clean, safe, secure, sanitary, and sightly condition, so far as the Easement Area may be affected by PG&E's activities under this Easement Deed. PG&E shall not do anything in, on, under, or about the Easement Area that could cause damage or interference to any pipelines or other property located in, on, under, or about the Easement Area. Immediately following completion of any work permitted under this Easement Deed, at its sole expense, PG&E shall remove all debris and any excess dirt and restore the Easement Area as near as reasonably possible to its condition immediately prior to such work, to the reasonable satisfaction of City's authorized representative.

If any portion of the Easement Area or any City property located on or about the Easement Area is damaged or threatened by any of the activities conducted by PG&E or its Agents or Invitees, at its sole cost, PG&E shall immediately notify City of such damage or threat by **(a)** telephoning the SFPUC's Millbrae Dispatch facility by telephone at (650) 872-5900 of any emergency or incident requiring emergency response, and **(b)** providing written notice in accordance with **Section 17** [Notices] below. City may, but shall not be obligated to, remedy such damage or threat at PG&E's sole cost, or City may elect to witness PG&E's repair work. If City elects not to remedy such damage or threat, PG&E shall repair any and all such damage and restore the Easement 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 Easement Area. PG&E is solely responsible for the location of any such utilities and other existing facilities and their protection from damage. PG&E shall be solely responsible to arrange and pay directly for its utilities or services necessary for its activities pursuant to this Easement Deed; provided, PG&E shall obtain City's prior written approval to the provision of such services or utilities in, on, under, or through the Easement Area.

**(f) Use of Adjoining Land.** PG&E acknowledges that the privilege given under this Easement Deed shall be limited strictly to the Easement Area. Except as expressly permitted by this Easement Deed, PG&E shall not traverse over or otherwise use any adjoining lands of City.

**(g) Ponding; Water Courses.** PG&E shall not cause any ponding on the Easement Area or any flooding on adjacent land. PG&E 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 water on, in, under, or about the Easement Area, nor shall PG&E 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 City's underground pipelines, PG&E's use of vehicles and equipment within twenty feet (20') of each

side of the centerline of any City pipeline (measured on the surface) shall 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, PG&E shall submit to City for review and approval, at City'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 PG&E's proposed activities. If City's pipelines may be adversely affected, PG&E shall submit remedial measures for City'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.). PG&E shall be responsible for providing adequate evidence to City that PG&E's equipment and vehicles meet the foregoing requirements.

(iii) PG&E shall 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 shall 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), PG&E shall 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 shall be removed manually or by other methods approved by the SFPUC with due care as provided in **Section 4** [Exercise of Due Care] above.

**9. Cathodic and Other Protection.** From time to time, City may adopt such reasonable rules and regulations with regard to PG&E's Facilities and operations under this Easement Deed 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 related facilities. After receipt of a copy of such rules and regulations, PG&E shall comply promptly with them.

**10. Compliance with Laws.** At its expense, PG&E shall conduct and cause to be conducted all activities on the Easement Area 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.

**11. Maintenance.** At its expense, PG&E shall be responsible to repair and maintain the Easement Area as to wear and tear caused by the proportionate use of the Easement Area by PG&E and its Agents, and not wear and tear caused by use of the Easement Area by others.

**12. Construction and Ownership of PG&E's Facilities.** PG&E accepts ownership of PG&E's Facilities constructed by PG&E within the Easement Area in accordance with the plans and specifications described on the attached **Exhibit 5** ("**Approved Plans**"). Subject to the terms and conditions of this Easement Deed, PG&E may, at its sole cost and expense, construct or cause the construction of modifications, additions, or replacements of PG&E's Facilities and shall, at its sole cost and expense, maintain PG&E's Facilities in good, safe condition and repair.

**13. Approval of PG&E's Approved Plans.** PG&E shall construct and install any improvements in the Easement Area, including modifications, additions, or replacements to PG&E's Facilities, in strict accordance with the Approved Plans (including drawings) approved in advance and in writing by City. Any Approved Plans may be revised or amended only with City'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. City's consent to or approval of any improvements, equipment, or fixtures shall not relieve PG&E or its Agents from any liability for negligence, errors, or omissions associated with the design and construction of PG&E's Facilities. In no event shall City'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 City concerning the suitability of the improvements, equipment, or fixtures for PG&E's purposes or that the work called for in the Approved Plans complies with applicable laws or industry standards, nor shall such approval release PG&E from PG&E's obligation to supply plans and specifications that conform to any applicable building codes, other laws, and industry standards.

**14. Permits and Approvals.** Before beginning any work in the Easement Area, PG&E shall obtain any and 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, PG&E shall deliver copies of them to the SFPUC. PG&E recognizes and agrees that no approval by the SFPUC for purposes of PG&E's work under this Easement Deed shall be deemed to constitute the approval of any federal, state, or local regulatory authority with jurisdiction, and nothing in this Easement Deed shall limited PG&E's obligation to obtain all such regulatory Approvals, at PG&E's sole cost.

**15. Cooperation with the SFPUC.** PG&E and its Agents shall work closely with the SFPUC personnel to minimize any potential disruption (even if temporary) of the SFPUC's facilities in, under, on, or about the Easement Area and the SFPUC's use thereof.

**16. Restoration of Easement Area.** Immediately following completion of any work permitted under this Easement Deed, PG&E shall remove all debris and any excess dirt, repair any damaged caused to the SFPUC's facilities and adjacent property, and place the Easement Area 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, shall be returned to pre-work condition, to City's reasonable satisfaction.

17. **Notices.** Any notice, consent, or approval required or permitted to be given under this License shall be in writing and shall 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):

**City or the SFPUC:** Real Estate Services Division  
San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 10<sup>th</sup> Floor  
San Francisco, California 94102  
Attn: Real Estate Director  
Re: Caltrans Niles Safety Improvements Project

with a copy to: Office of the City Attorney of San Francisco  
Real Estate/Finance Team  
1 Dr. Carlton B Goodlett Place  
San Francisco, California 94012  
Attn: Vincent L. Brown, Deputy City Attorney Re:  
Caltrans Niles Safety Improvements Project

**PG&E:** Pacific Gas and Electric Company  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

with a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

**Caltrans:** State of California  
Department of Transportation  
Right of Way and Land Surveys  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: Julie McDaniel, Acting Deputy District Director

A properly addressed notice transmitted by one of the foregoing methods shall be deemed received upon the confirmed date of delivery, attempted delivery, or rejected delivery, whichever occurs first. Any e-mail addresses, telephone numbers, or facsimile numbers provided by one Party to the other shall 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 shall 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.

**18. Successors and Assigns.** The provisions of this Easement Deed shall run with the land, burden the Easement Area, and inure to the benefit of and bind the respective successors and assigns of City and PG&E.

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

**20. General Provisions.** (a) This Easement Deed may be amended or modified only by a writing signed by City and PG&E. (b) No waiver by any party of any of the provisions of this Easement Deed shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. (c) All approvals and determinations of City 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 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 shall be disregarded in the interpretation of this Easement Deed. (f) Time is of the essence. (g) This Easement Deed shall be governed by California law and City's Charter and Administrative Code. (h) If either Party commences an action against the other or a dispute arises under this Easement Deed, the prevailing Party shall be entitled to recover from the other Party reasonable attorneys' fees and costs. For purposes of this Easement Deed, City's reasonable attorneys' fees shall be based on the fees regularly charged by private attorneys in City with comparable experience. (i) The obligations of PG&E under this Easement Deed shall be joint and several. (j) This Easement Deed has been drafted through a cooperative effort of City and PG&E, and both Parties have had an opportunity to have this Easement Deed reviewed and revised by legal counsel. No party shall be considered the drafter of this Easement Deed, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Easement Deed. (k) Use of the word "including" or similar words shall 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," "but not limited to," or similar words, are used. (l) Notwithstanding anything to the contrary contained in this Easement Deed, City acknowledges and agrees that no officer or employee of City has authority to commit City to this Easement Deed unless and until a resolution approving this Easement Deed of City's Public Utilities Commission and City's Board of Supervisors and Mayor, shall have been duly adopted and approved. Therefore, any obligations or liabilities of City under this Easement Deed are contingent upon enactment of such a resolution or ordinance, and this Easement Deed shall be null and void if City's SFPUC, Board of Supervisors and Mayor do not approve this Easement Deed, at their respective sole discretion.

*[SIGNATURES ON FOLLOWING PAGE]*

IN WITNESS WHEREOF, the Parties have executed this Easement Deed as of this  
\_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
ANDRICO Q. PENICK  
Director of Property

APPROVED AS TO FORM:

DAVID CHIU  
City Attorney

By: \_\_\_\_\_  
Vincent L. Brown  
Deputy City Attorney

DESCRIPTION CHECKED/APPROVED:

By: \_\_\_\_\_  
R. Edward Peterson  
SFPUC Chief Surveyor

**ACCEPTED:**

State of California,  
a California public agency

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



**ACKNOWLEDGMENT**

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

State of California                    )  
  ) 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)

**CERTIFICATE OF ACCEPTANCE**

THIS IS TO CERTIFY, That the State of California, acting by and through the Department of Transportation (pursuant to Government Code Section 27281), hereby accepts for public purposes the real property described in the within deed and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**STEVEN D. KECK**  
Acting Director of Transportation

By \_\_\_\_\_  
JULIE MCDANIEL, Attorney in Fact  
Deputy District Director  
Right of Way and Land Surveys

**EXHIBIT 1 TO EASEMENT DEED**

**Description of City's Real Property**

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

SFPUC Parcel 65 of the Alameda County Lands, according to SFPUC records, and described by metes and bounds in that certain Deed dated and recorded March 3, 1930 in Book 2350, Page 1, of the Official Records of Alameda County.

**EXHIBIT 2 TO EASEMENT DEED**

**Description of Easement Area**

(Assessor's Parcel No. 96-376-5; Caltrans Parcel No. 63648-2)

*[See Attached]*

Number
63648-2

## EXHIBIT "2"

An Easement to STATE, its successors and assigns the right to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect, and use poles, towers, and/or other structures (or any combination thereof), with such wires and cables as STATE, its successors and assigns deem necessary for the transmission and distribution of electric energy and for communication purposes, and all necessary foundations, footings, crossarms, guys, anchors, underground and overhead ground wires, and other appliances, fixtures, and appurtenances, together with a right of way, within the following described parcel of land, being a portion of the Rancho El Valle De San Jose, situated in the unincorporated area of Alameda County, more particularly described as follows:

COMMENCING at monument CR11, a 1" iron pipe with plastic plug and tack stamped "CALIF. DIV. HWYS" which bears South 76°09'05.7" East, 13,777.91 feet from monument DG575, a PK nail and shiner stamped "CALTRANS", said monuments are shown on that certain Record of Survey filed for record on October 29, 2007, in Book 32 of Records of Survey at pages 42 and 43, Alameda County Records; thence North 61°45'06" West, 2,696.33 feet to the **POINT OF BEGINNING**; thence North 83°18'09" East, 40.00 feet; thence South 6°41'51" East, 37.27 feet to a point on the general northerly right-of-way line of State Route 84, formerly Route 107, as shown on State of California Right-Of-Way Record Map having map number R-532D.3, last

Number
63648-2

revised on April 1991, and described in the Final Order of Condemnation recorded on November 4, 1944 in Book 4648 of Official Records at page 1, Alameda County, being a point on a non-tangent curve to the right, at which point a radial line bears, South 23°18'25" East; thence along said general northerly right-of-way line the following two courses: 1) westerly along said curve having a radius of 65.50 feet, through a central angle of 16°36'34", and an arc length of 18.99 feet; 2) South 83°18'09" West, 21.28 feet to a line which bears South 6°41'51" East from the **POINT OF BEGINNING**; thence along last said line, North 6°41'51" West, 40.00 feet to the **POINT OF BEGINNING**;

Containing an area of 1,583 square feet, more or less.

Grantor further grants to STATE, its successors and assigns:

(a) the right of ingress and egress to and from the hereafter described easement are, over and across owner's property, by means of any roads or lanes existing thereon, and in the absence of such existing roads or lanes, by such route or routes as practicable which cause the least damage and inconvenience to the owner;

(b) the right, from time to time, to trim or to cut down, without STATE paying compensation, any and all trees and brush now or hereafter within the easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of the easement area which now or hereafter in the opinion of STATE, its successors and assigns may interfere with or be a hazard to the facilities installed hereunder, or as STATE, its successors and assigns deem necessary to comply with applicable state or federal regulations;

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(c) the right to install, maintain and use gates in all fences which now cross or shall hereafter cross the easement area; and

(d) the right to mark the location of the easement area by suitable markers set in the ground.

Grantor reserves the right to use the easement area for purposes which will not interfere with STATE, its successors and assigns' full enjoyment of the rights hereby granted; provided that Grantor shall not:

(a) place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within the easement area, or diminish or substantially add to the ground level within the easement area, or construct any fences that will interfere with the maintenance and operation of the facilities.

(b) deposit, or allow to be deposited, earth, rubbish, debris or any other substance or material, whether combustible or noncombustible, within the easement area, which now or hereafter in the opinion of STATE, its successors and assigns may interfere with or be a hazard to the facilities installed hereunder;

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

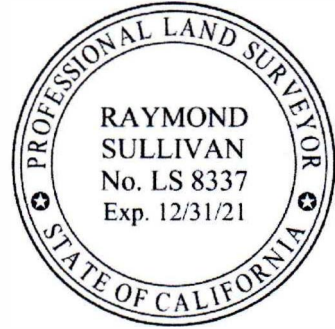
The bearings and distances used in the above description are based on the California Coordinates System of 1983, Zone 3, Epoch 1991.35. Multiply distances by 1.00007106 to obtain ground distances.

Number
63648-2

A plat map, Exhibit 3, is attached hereto and made a part hereof.

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

Signature: Raymond C Sullivan  
Raymond Sullivan, PLS No. 8337



Date: 6/25/21



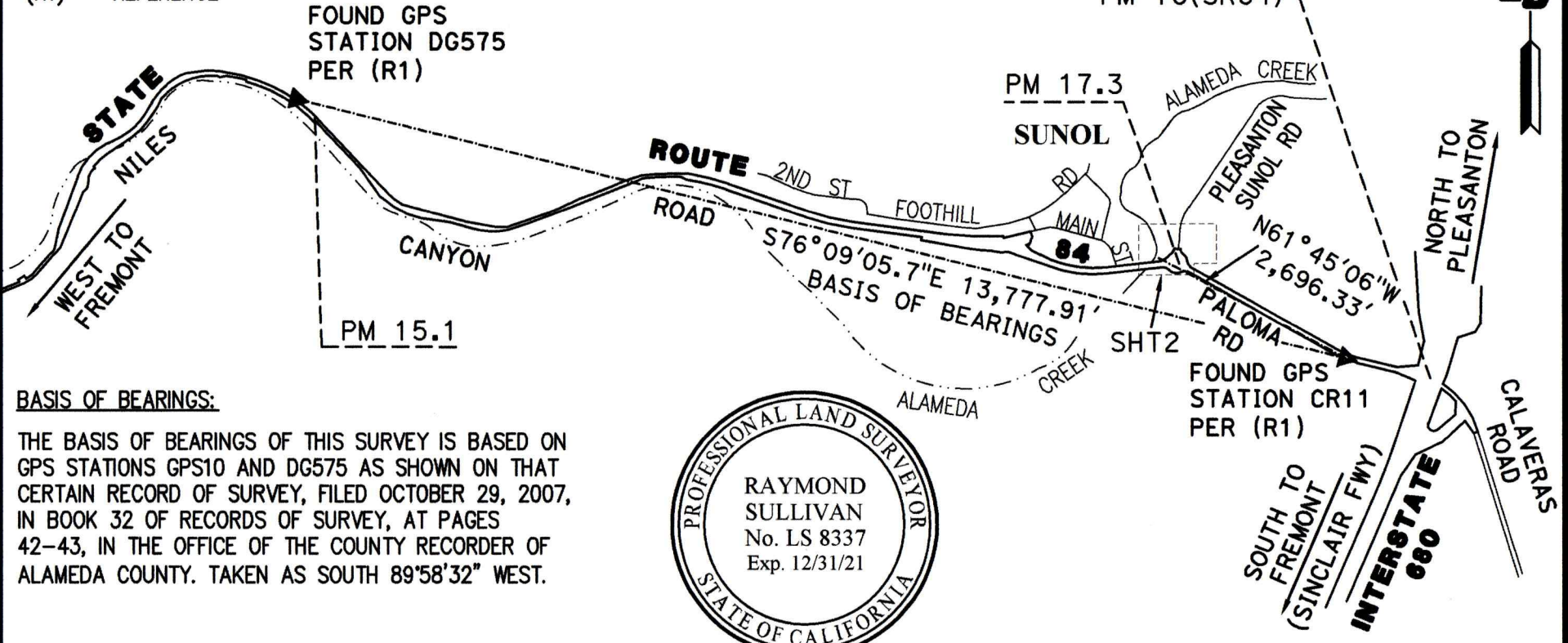
BEARINGS AND DISTANCES SHOWN ARE ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 3, EPOCH 1991.35. MULTIPLY DISTANCES BY 1.00007106 TO OBTAIN GROUND LEVEL DISTANCES.

NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.

**LEGEND:**

- ▲ FOUND GPS STATION AS NOTED
- PM POST MILE REFERENCE
- (R1) REFERENCE

**ALAMEDA COUNTY**

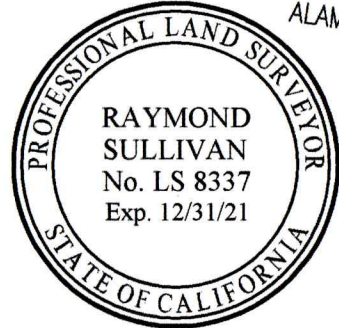


**BASIS OF BEARINGS:**

THE BASIS OF BEARINGS OF THIS SURVEY IS BASED ON GPS STATIONS GPS10 AND DG575 AS SHOWN ON THAT CERTAIN RECORD OF SURVEY, FILED OCTOBER 29, 2007, IN BOOK 32 OF RECORDS OF SURVEY, AT PAGES 42-43, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY. TAKEN AS SOUTH 89°58'32" WEST.

**REFERENCE:**

(R1) RECORD OF SURVEY, FILED OCTOBER 29, 2007, IN BOOK 32 OF RECORDS OF SURVEY, AT PAGES 42-43, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

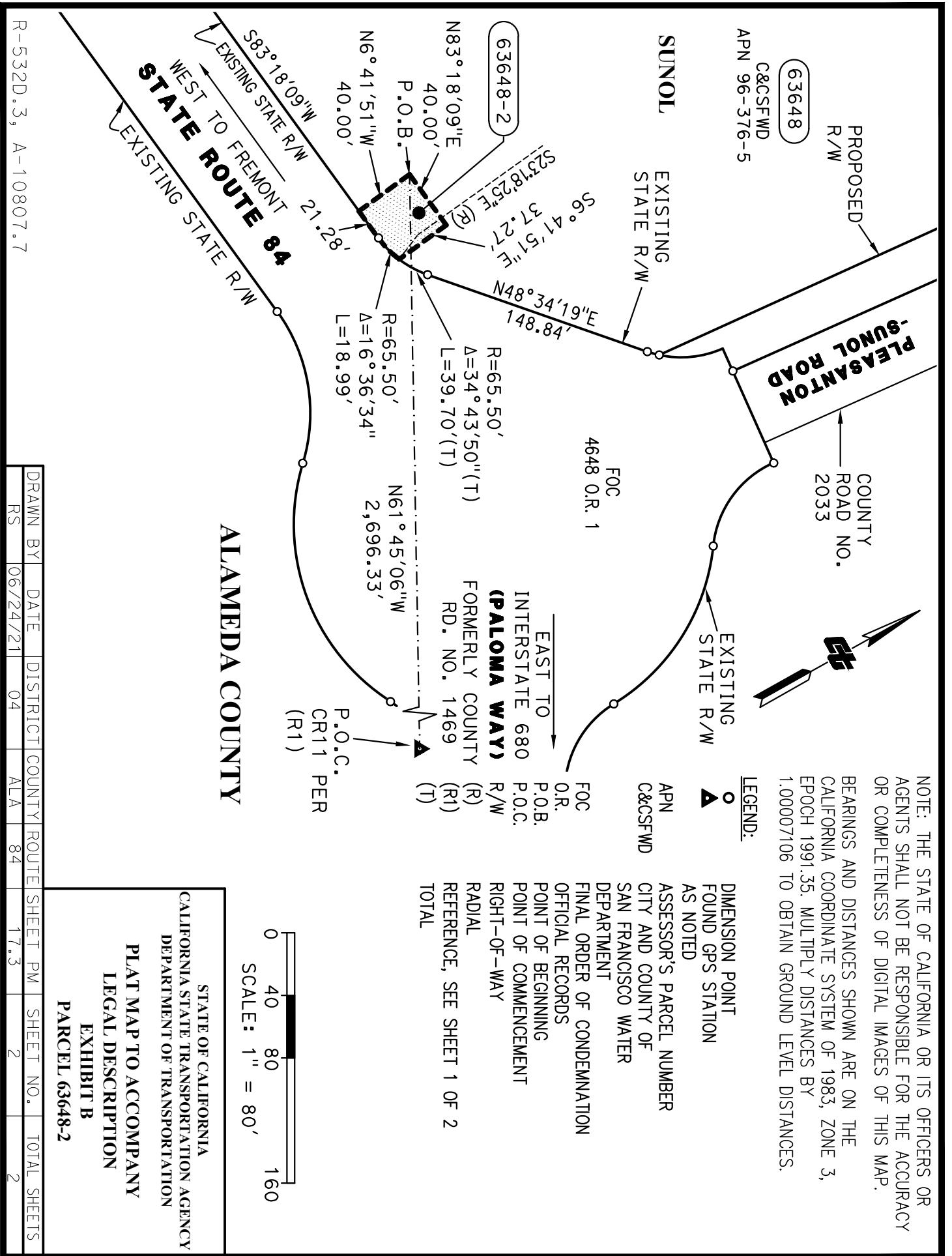


*Raymond C Sullivan* 6/25/21  
 This map was prepared by me, DATE  
 or under my direction  
 Raymond Sullivan, PLS 8337

STATE OF CALIFORNIA  
 CALIFORNIA STATE TRANSPORTATION AGENCY  
 DEPARTMENT OF TRANSPORTATION  
**PLAT MAP TO ACCOMPANY  
 LEGAL DESCRIPTION  
 EXHIBIT B  
 PARCEL 63648-2  
 (NOT TO SCALE)**

R-532D.0, A-10807.0

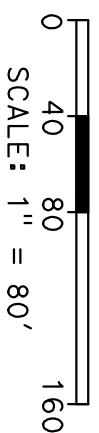
DRAWN BY	DATE	DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
RS	06/24/21	04	ALA	84	17.3	1	2



NOTE: THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF DIGITAL IMAGES OF THIS MAP. BEARINGS AND DISTANCES SHOWN ARE ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 3, EPOCH 1991.35. MULTIPLY DISTANCES BY 1.00007106 TO OBTAIN GROUND LEVEL DISTANCES.

**LEGEND:**

- DIMENSION POINT
- FOUND GPS STATION
- AS NOTED
- APN ASSESSOR'S PARCEL NUMBER
- CITY AND COUNTY OF SAN FRANCISCO WATER DEPARTMENT
- FINAL ORDER OF CONDEMNATION
- OFFICIAL RECORDS
- POINT OF BEGINNING
- POINT OF COMMENCEMENT
- RIGHT-OF-WAY
- RADIAL
- REFERENCE, SEE SHEET 1 OF 2
- TOTAL



STATE OF CALIFORNIA  
CALIFORNIA STATE TRANSPORTATION AGENCY  
DEPARTMENT OF TRANSPORTATION

**PLAT MAP TO ACCOMPANY  
LEGAL DESCRIPTION  
EXHIBIT B  
PARCEL 63648-2**

DRAWN BY	DATE	DISTRICT	COUNTY	ROUTE	SHEET	PM	SHEET	NO.	TOTAL	SHEETS
RS	06/24/21	04	ALA	84	17.3		2			2

R-532D.3, A-10807.7

**EXHIBIT 3 TO EASEMENT DEED**

**Depiction of Easement Area**

Parcel 65 Document No. 63648 Fee Parcel and Utility Easement Map

(Assessor's Parcel No. 96-376-5; Caltrans Parcel No. 63648-2)

*[See Attached]*

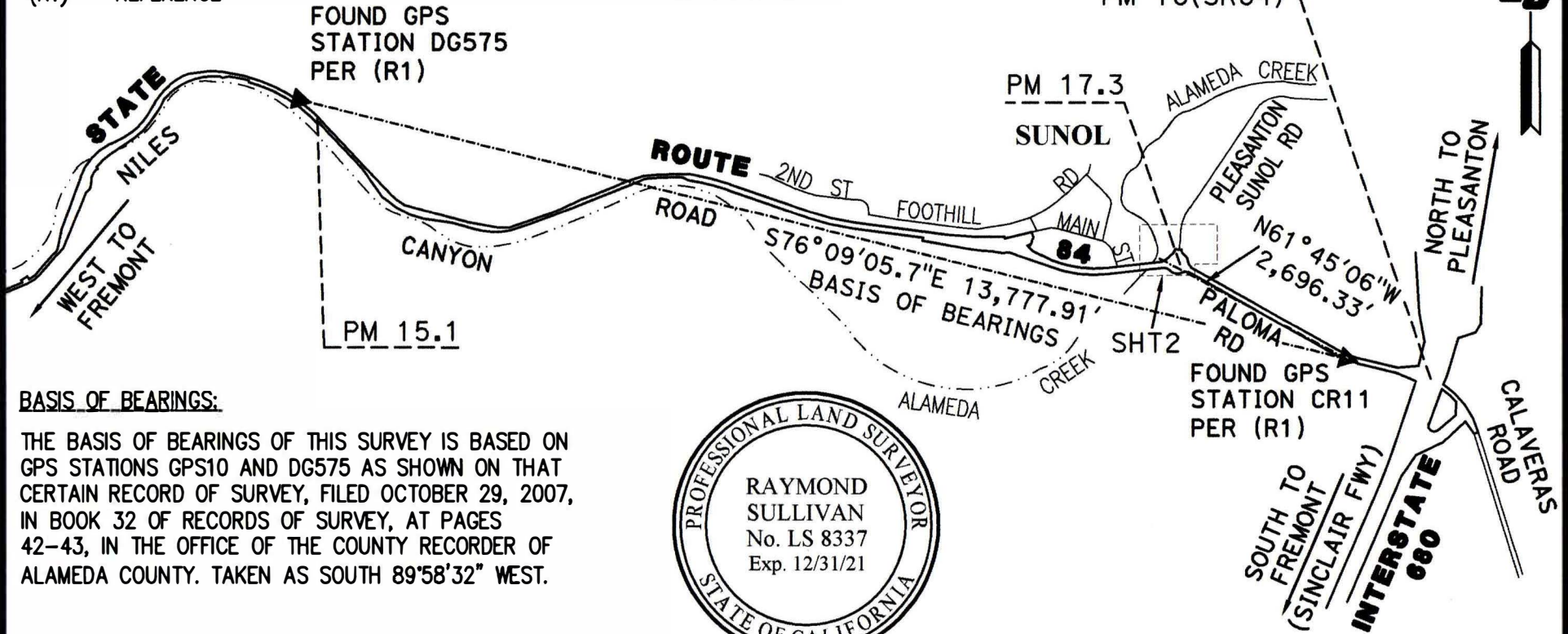
BEARINGS AND DISTANCES SHOWN ARE ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 3, EPOCH 1991.35. MULTIPLY DISTANCES BY 1.00007106 TO OBTAIN GROUND LEVEL DISTANCES.

NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.

# ALAMEDA COUNTY

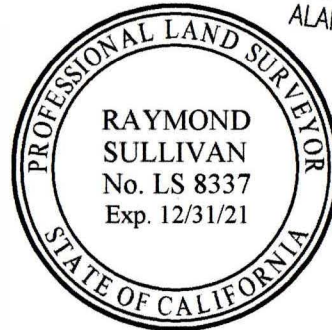
**LEGEND:**

- ▲ FOUND GPS STATION AS NOTED
- PM POST MILE REFERENCE
- (R1) REFERENCE



**BASIS OF BEARINGS:**

THE BASIS OF BEARINGS OF THIS SURVEY IS BASED ON GPS STATIONS GPS10 AND DG575 AS SHOWN ON THAT CERTAIN RECORD OF SURVEY, FILED OCTOBER 29, 2007, IN BOOK 32 OF RECORDS OF SURVEY, AT PAGES 42-43, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY. TAKEN AS SOUTH  $89^{\circ}58'32''$  WEST.



**REFERENCE:**

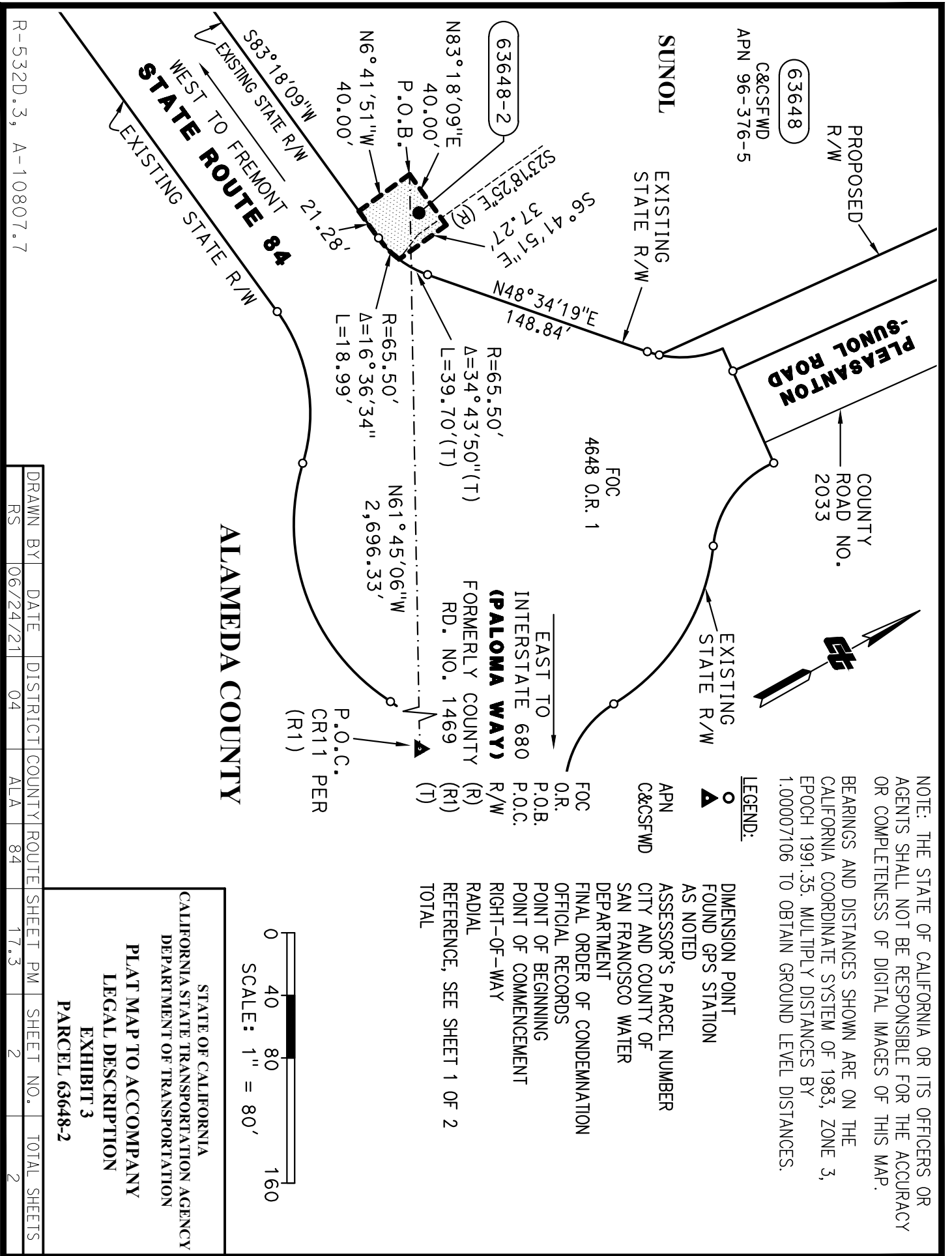
(R1) RECORD OF SURVEY, FILED OCTOBER 29, 2007, IN BOOK 32 OF RECORDS OF SURVEY, AT PAGES 42-43, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

*Raymond C. Sullivan* 6/25/21  
 This map was prepared by me, DATE  
 or under my direction  
 Raymond Sullivan, PLS 8337

STATE OF CALIFORNIA  
 CALIFORNIA STATE TRANSPORTATION AGENCY  
 DEPARTMENT OF TRANSPORTATION  
**PLAT MAP TO ACCOMPANY**  
**LEGAL DESCRIPTION**  
**EXHIBIT 3**  
**PARCEL 63648-2**  
 (NOT TO SCALE)

R-532D.0, A-10807.0

DRAWN BY	DATE	DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
RS	06/24/21	04	ALA	84	17.3	1	2



**EXHIBIT 4 TO EASEMENT DEED**

**Grant of Easement Disclosure Statement**



Distribution Easement Rev. (11/18)

**Pacific Gas and Electric Company**



## GRANT OF EASEMENT DISCLOSURE STATEMENT

This Disclosure Statement will assist you in evaluating the request for granting an easement to Pacific Gas and Electric Company (PG&E) to accommodate a utility service extension to PG&E's applicant. **Please read this disclosure carefully before signing the Grant of Easement.**

- You are under no obligation or threat of condemnation by PG&E to grant this easement.
- The granting of this easement is an accommodation to PG&E's applicant requesting the extension of PG&E utility facilities to the applicant's property or project. Because this easement is an accommodation for a service extension to a single customer or group of customers, PG&E is not authorized to purchase any such easement.
- By granting this easement to PG&E, the easement area may be used to serve additional customers in the area. Installation of any proposed facilities outside of this easement area will require an additional easement.
- Removal and/or pruning of trees or other vegetation on your property may be necessary for the installation of PG&E facilities. You have the option of having PG&E's contractors perform this work on your property, if available, or granting permission to PG&E's applicant or the applicant's contractor to perform this work. Additionally, in order to comply with California fire laws and safety orders, PG&E or its contractors will periodically perform vegetation maintenance activities on your property as provided for in this grant of easement in order to maintain proper clearances from energized electric lines or other facilities.
- The description of the easement location where PG&E utility facilities are to be installed across your property must be satisfactory to you.
- The California Public Utilities Commission has authorized PG&E's applicant to perform the installation of certain utility facilities for utility service. In addition to granting this easement to PG&E, your consent may be requested by the applicant, or applicant's contractor, to work on your property. Upon completion of the applicant's installation, the utility facilities will be inspected by PG&E. When the facility installation is determined to be acceptable the facilities will be conveyed to PG&E by its applicant.

By signing the Grant of Easement, you are acknowledging that you have read this disclosure and understand that you are voluntarily granting the easement to PG&E. Please return the signed and notarized Grant of Easement with this Disclosure Statement attached to PG&E. The duplicate copy of the Grant of Easement and this Disclosure Statement is for your records.

**EXHIBIT 5 TO EASEMENT DEED**

**Approved Plans**

*[see attached]*



INDEX OF PLANS

P4433

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SFPUC, Water Supply and Treatment Division  
Land Engineering

Page 1 of 21

PUBLIC UTILITIES COMMISSION  
CITY AND COUNTY OF SAN FRANCISCO (CCSF)  
LAND ENGINEERING

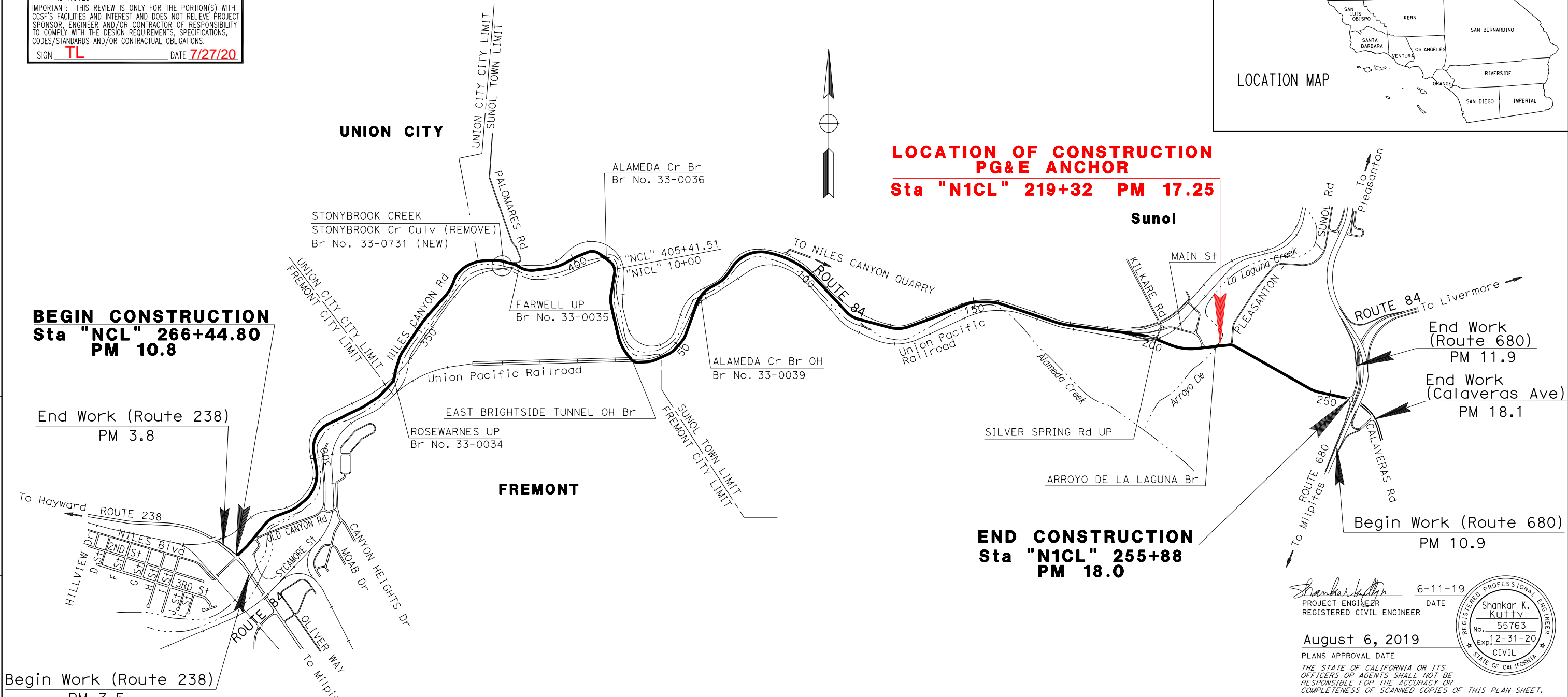
REVIEWED       REVISE AS NOTED  
AND RESUBMIT  
 REVIEWED CORRECTIONS  
AS NOTED       UNACCEPTABLE  
AS NOTED  
IMPORTANT: THIS REVIEW IS ONLY FOR THE PORTION(S) WITH  
CCSF'S FACILITIES AND INTEREST AND DOES NOT RELIEVE PROJECT  
SPONSOR, ENGINEER AND/OR CONTRACTOR OF RESPONSIBILITY  
TO COMPLY WITH THE DESIGN REQUIREMENTS, SPECIFICATIONS,  
CODES/STANDARDS AND/OR CONTRACTUAL OBLIGATIONS.  
SIGN **TL** DATE **7/27/20**

STATE OF CALIFORNIA  
**DEPARTMENT OF TRANSPORTATION**  
**PROJECT PLANS FOR CONSTRUCTION ON**  
**STATE HIGHWAY**  
**IN ALAMEDA COUNTY**  
**IN FREMONT**  
**FROM ROUTE 238 TO ROUTE 680**

TO BE SUPPLEMENTED BY STANDARD PLANS DATED 2018

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
04	Ala	84	10.8/18.0	1	341

LOCATION MAP



NO SCALE

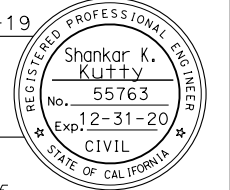
PROJECT MANAGER  
JACK STAUB

DESIGN MANAGER  
TONY WONG

Shankar K. Kuttu 6-11-19  
PROJECT ENGINEER DATE  
REGISTERED CIVIL ENGINEER

August 6, 2019  
PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.



CONTRACT No. **04-2A3324**

PROJECT ID **0414000039**

LAST REVISION 03-25-19  
DATE PLOTTED => 22-JUL-2020  
TIME PLOTTED => 16:43

**NOTE:**  
FOR ACCURATE RIGHT OF WAY DATA, CONTACT  
RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

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SFPUC, Water Supply and Treatment Division  
Land Engineering

Page 2 of 21

**CURVE DATA**

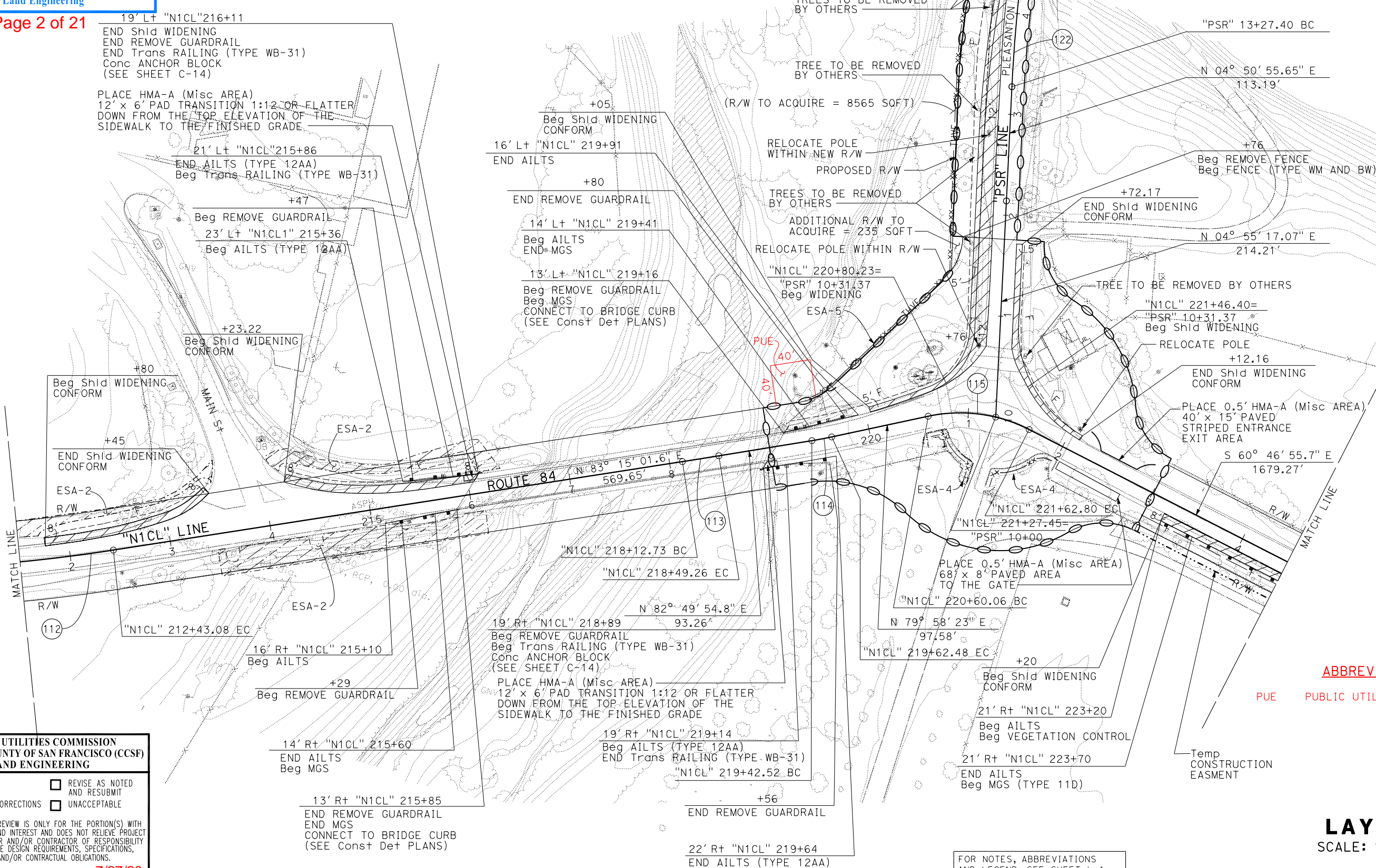
No. @	R	Δ	T	L	N-COORDINATE	E-COORDINATE
112	1650'	06° 40' 08"	96.13'	192.05'	2042840.79	6160138.26
113	5000'	00° 25' 07"	18.26'	36.53'	2046234.52	6160310.24
114	400'	02° 51' 32"	9.98'	19.96'	2041682.11	6160976.77
115	150'	39° 14' 41"	53.48'	102.74'	2041157.50	6161168.62
122	1600'	04° 17' 50"	60.63'	120'	2041492.85	6162831.46
123	500'	10° 53' 10"	47.64'	95'	2041667.70	6161745.44

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
04	Ala	84	10.8/18.0	38	341

Shankar K. Kutty  
REGISTERED CIVIL ENGINEER  
No. 55763  
Exp. 2-31-20  
CIVIL  
STATE OF CALIFORNIA

6-11-19  
DATE  
8-6-19  
PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.



**ABBREVIATION:**  
PUE PUBLIC UTILITY EASEMENT

**LAYOUT**  
SCALE: 1" = 50'

**L-30**

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
DESIGN  
SHANKAR KUTTY  
TONY WONG  
3-25-19  
REVISOR BY DATE  
CALCULATED/DESIGNED BY CHECKED BY  
FUNCTIONAL SUPERVISOR  
TONY WONG

**PUBLIC UTILITIES COMMISSION  
CITY AND COUNTY OF SAN FRANCISCO (CCSF)  
LAND ENGINEERING**

REVIEWED  REVISE AS NOTED AND RESUBMIT  
 REVIEWED CORRECTIONS AS NOTED  UNACCEPTABLE

IMPORTANT: THIS REVIEW IS ONLY FOR THE PORTION(S) WITH CCSF'S FACILITIES AND INTEREST AND DOES NOT RELIEVE PROJECT SPONSOR, ENGINEER AND/OR CONTRACTOR OF RESPONSIBILITY TO COMPLY WITH THE DESIGN REQUIREMENTS, SPECIFICATIONS, CODES/STANDARDS AND/OR CONTRACTUAL OBLIGATIONS.

SIGN **TL** DATE **7/27/20**



**NOTE:**  
FOR ACCURATE RIGHT OF WAY DATA, CONTACT  
RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

**P4433**

**RECEIVED**

**JUL 23 2020**

SFPUC, Water Supply and Treatment Division  
Land Engineering

Page 3 of 21

**PUBLIC UTILITIES COMMISSION  
CITY AND COUNTY OF SAN FRANCISCO (CCSF)  
LAND ENGINEERING**

REVIEWED       REVISE AS NOTED  
AND RESUBMIT  
 REVIEWED CORRECTIONS  
AS NOTED       UNACCEPTABLE  
AS NOTED  
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TO COMPLY WITH THE DESIGN REQUIREMENTS, SPECIFICATIONS,  
CODES/STANDARDS, AND/OR CONTRACTUAL OBLIGATIONS.  
SIGN **TL** DATE **7/27/20**

**POSITIVE LOCATION INFORMATION**

PH No.	UTILITY	NORTHING	EASTING	DEPTH	GROUND ELEVATION	METHOD
				INCHES		
52	PG&E 3" GAS	2041237.05	6161284.64	38	246.64	TEST HOLE
53	PG&E 3" GAS	2041276.60	6161308.22	48	247.25	TEST HOLE
54	PG&E 3" GAS	2041179.51	6161481.63	37	245.92	TEST HOLE
55	PG&E 3" GAS	2041303.80	6106486.98	40	244.14	TEST HOLE
56	PG&E 3" GAS	2041264.72	6160554.96	38	244.02	TEST HOLE
57	SFWD 6" WATER	2041332.82	6161050.77	44	247.11	TEST HOLE
58	AT&T 4" FIBER	2041322.80	6161069.73	32	246.90	TEST HOLE
59	PG&E 1" GAS	2041319.73	6161068.06	45	246.69	TEST HOLE
60	AT&T 3"-4" FIBER	2041340.91	6161108.79	39	247.73	TEST HOLE
61	PG&E 3" GAS	2041365.46	6161084.83	33	247.83	TEST HOLE
62	PG&E 3" GAS	2041415.66	6161142.01	32	248.22	TEST HOLE
63	PG&E 3" GAS	2041455.16	6161186.04	32	248.96	TEST HOLE
64	PG&E 3" GAS	2041496.98	6161207.55	30	250.12	TEST HOLE
65	PG&E 3" GAS	2041576.73	6161216.36	32	251.64	TEST HOLE
66	SFWD 12" WATER	2041397.95	6161197.38	76	248.32	TEST HOLE
67	SFWD 12" WATER	2041411.91	6161240.95	79	248.01	TEST HOLE

**POSITIVE LOCATION INFORMATION**

PH No.	UTILITY	NORTHING	EASTING	DEPTH	GROUND ELEVATION	METHOD
				INCHES		
68	SFWD 6" WATER	2041385.89	6161197.10	26	248.08	TEST HOLE
69	SFWD 6" WATER	2041397.69	6161238.80	25	247.96	TEST HOLE
70	AT&T 4" FIBER	2041257.98	6160611.11	34	244.35	TEST HOLE
71	AT&T 4" FIBER	2041257.13	6160590.12	40	244.07	TEST HOLE
72	PG&E 3" GAS	2041257.13	6160590.12	42	244.07	TEST HOLE
73	SFWD 8" WATER	2041305.27	6161013.53	48	245.24	TEST HOLE
74	SFWD 8" WATER	2041264.20	6161017.14	37	244.84	TEST HOLE
75	PG&E 3" GAS	2041312.81	6161065.81	20	246.19	TEST HOLE
76	PG&E 1" GAS	2041312.81	6161065.81	45	246.19	TEST HOLE
77	PG&E 1" GAS	2041266.52	6161053.22	40	245.44	TEST HOLE
78	AT&T 4" FIBER	2041379.08	6161196.69	36	248.00	TEST HOLE
79	AT&T 4" FIBER	2041414.08	6161237.50	44	248.05	TEST HOLE

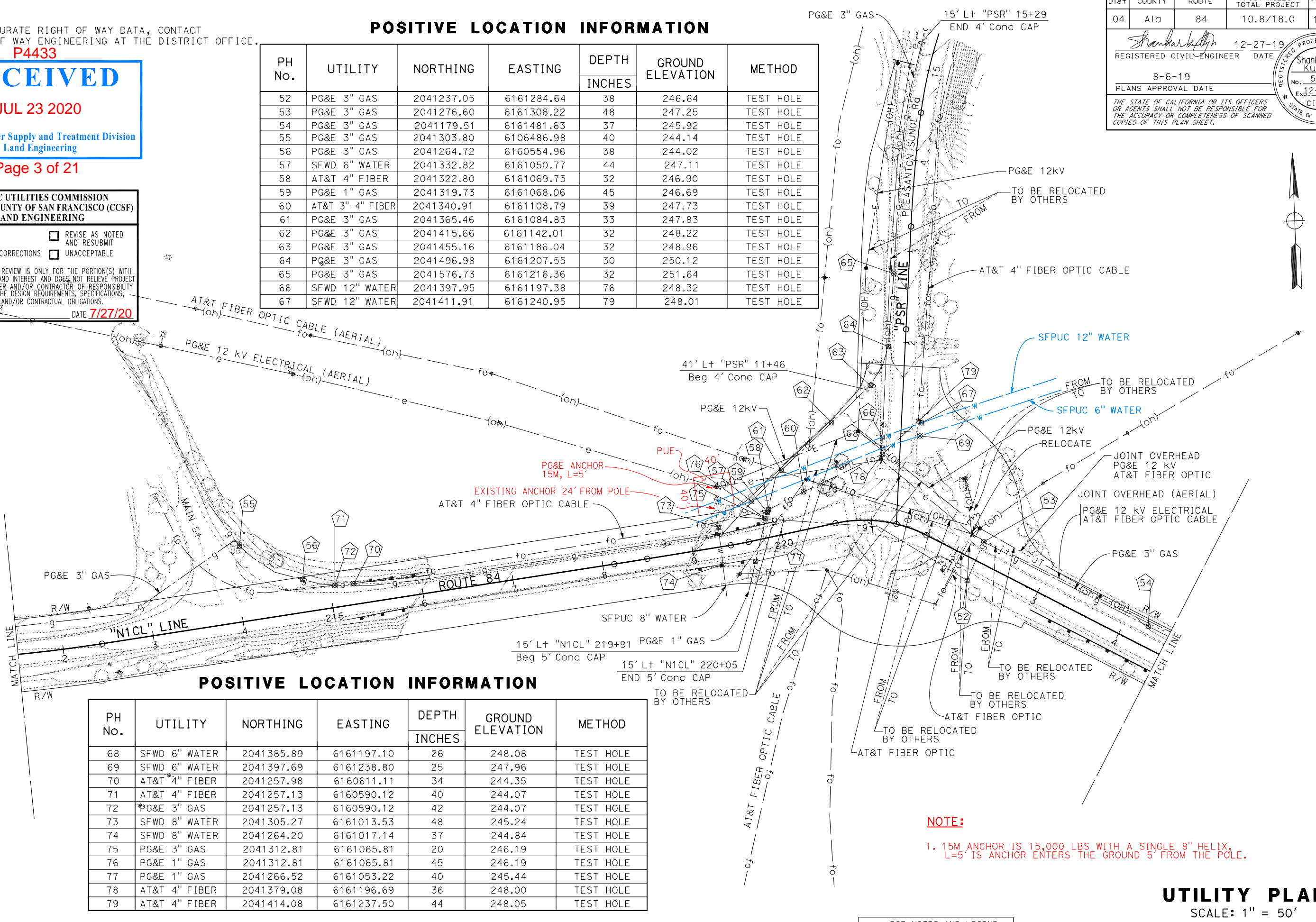
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
04	Ala	84	10.8/18.0	106	341

Shankar K. Kuttty 12-27-19  
REGISTERED CIVIL ENGINEER DATE

8-6-19  
PLANS APPROVAL DATE

Shankar K. Kuttty  
No. 55763  
Exp. 2-31-20  
CIVIL  
STATE OF CALIFORNIA

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.



**NOTE:**  
1. 15M ANCHOR IS 15,000 LBS WITH A SINGLE 8" HELIX,  
L=5' IS ANCHOR ENTERS THE GROUND 5' FROM THE POLE.

**UTILITY PLAN**  
SCALE: 1" = 50'

FOR NOTES AND LEGEND  
SEE SHEET U-1

THIS PLAN TO BE USED FOR UTILITY INFORMATION ONLY

**U-16**

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
**Caltrans**  
DESIGN

FUNCTIONAL SUPERVISOR  
TONY WONG

SHANKAR KUTTY  
TONY WONG

REVISOR BY  
DATE REVISED

SK  
3-25-19

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
04	Ala	84	10.8/18.0	56	341

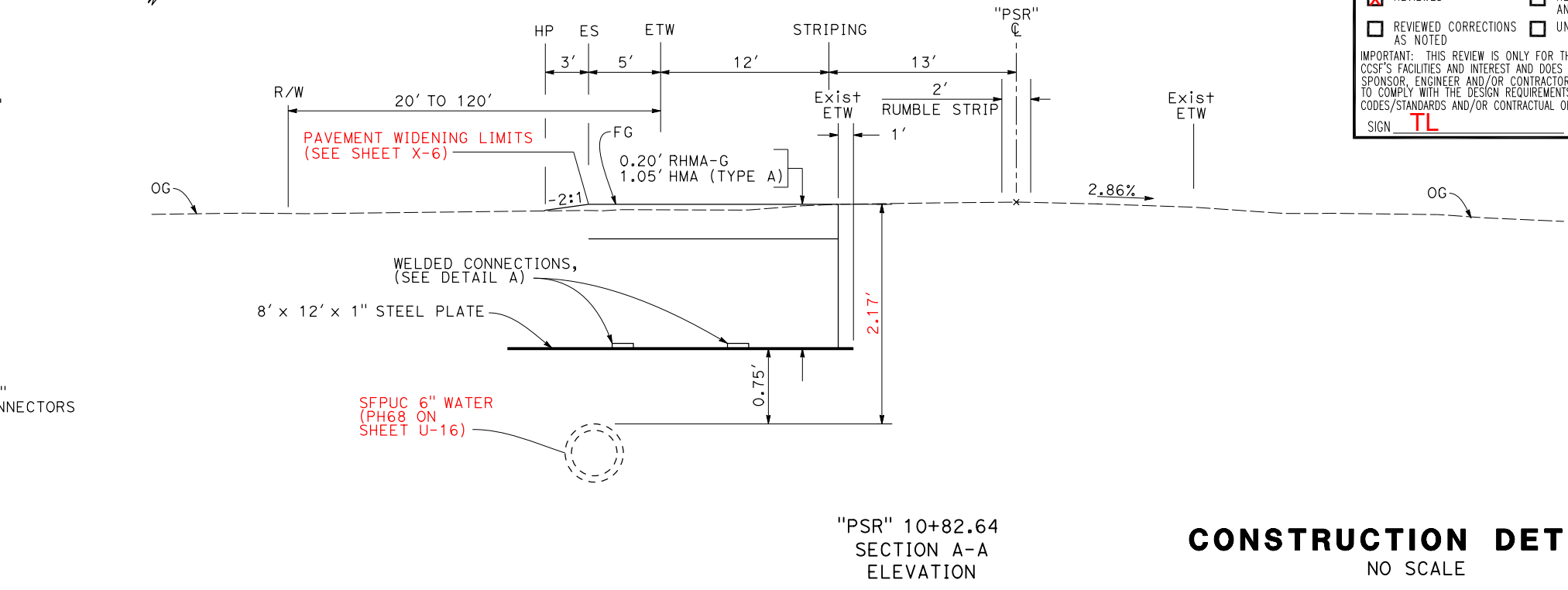
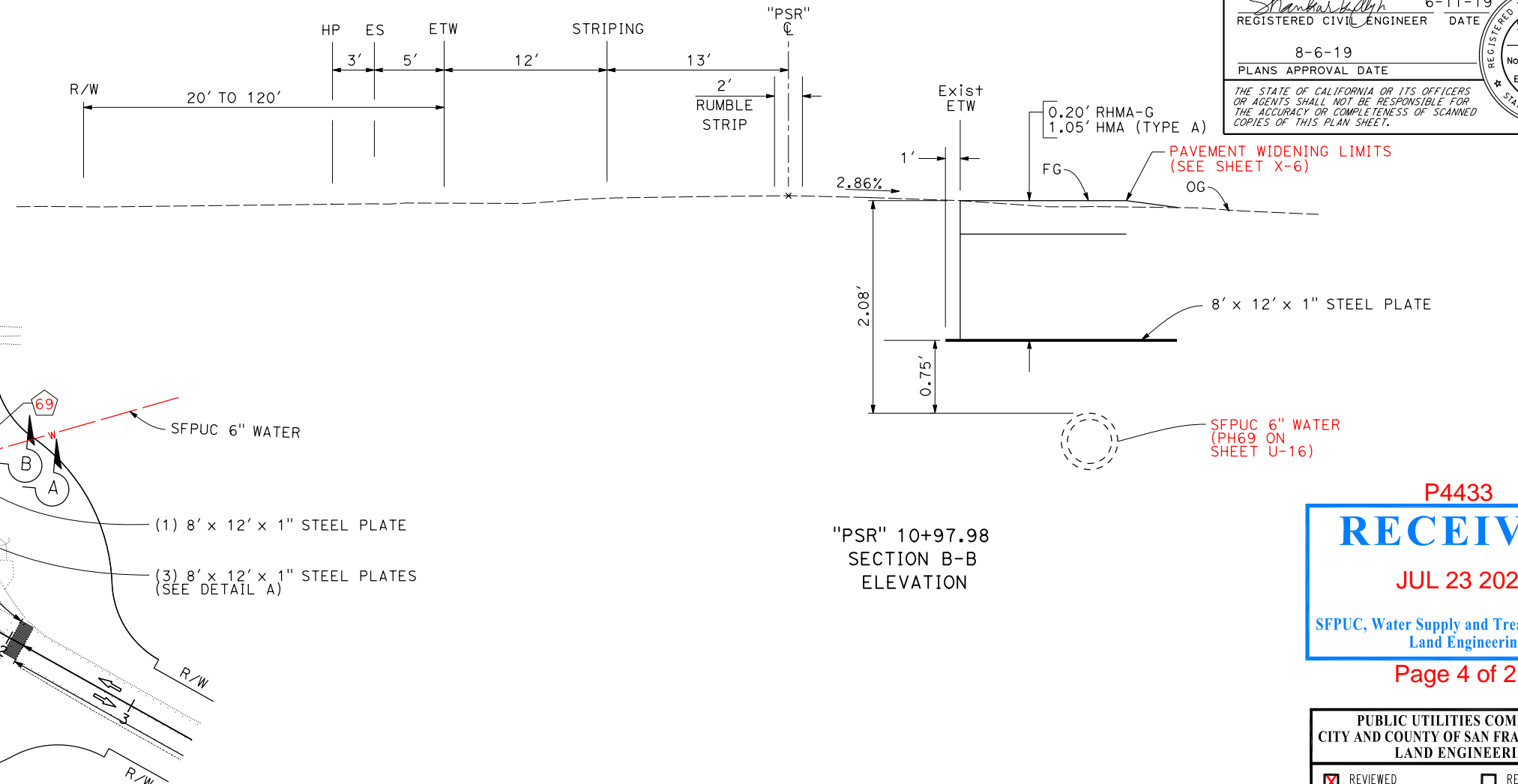
REGISTERED CIVIL ENGINEER	DATE
Shankar K. Kutty	6-11-19
PLANS APPROVAL DATE	
8-6-19	

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

**NOTE:**  
FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

**NOTE:**  
1. UTILITY STEEL PLATE SHALL BE FURNISHED BY SFPUC.

**ABBREVIATION:**  
SFPUC SAN FRANCISCO PUBLIC UTILITIES COMMISSION



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JUL 23 2020  
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Land Engineering

**PUBLIC UTILITIES COMMISSION  
CITY AND COUNTY OF SAN FRANCISCO (CCSF)  
LAND ENGINEERING**

REVIEWED       REVISE AS NOTED AND RESUBMIT  
 REVIEWED CORRECTIONS AS NOTED       UNACCEPTABLE

IMPORTANT: THIS REVIEW IS ONLY FOR THE PORTION(S) WITH CCSF'S FACILITIES AND INTEREST AND DOES NOT RELIEVE PROJECT SPONSOR, ENGINEER AND/OR CONTRACTOR OF RESPONSIBILITY TO COMPLY WITH THE DESIGN REQUIREMENTS, SPECIFICATIONS, CODES/STANDARDS AND/OR CONTRACTUAL OBLIGATIONS.

SIGN **TL** DATE **7/27/20**

SK 3-25-19  
SHANKAR KUTTY TONY WONG  
TONY WONG  
DESIGN

DATE PLOTTED => 23-JUL-2020  
TIME PLOTTED => 14:47  
06-10-20



NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.

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Land Engineering

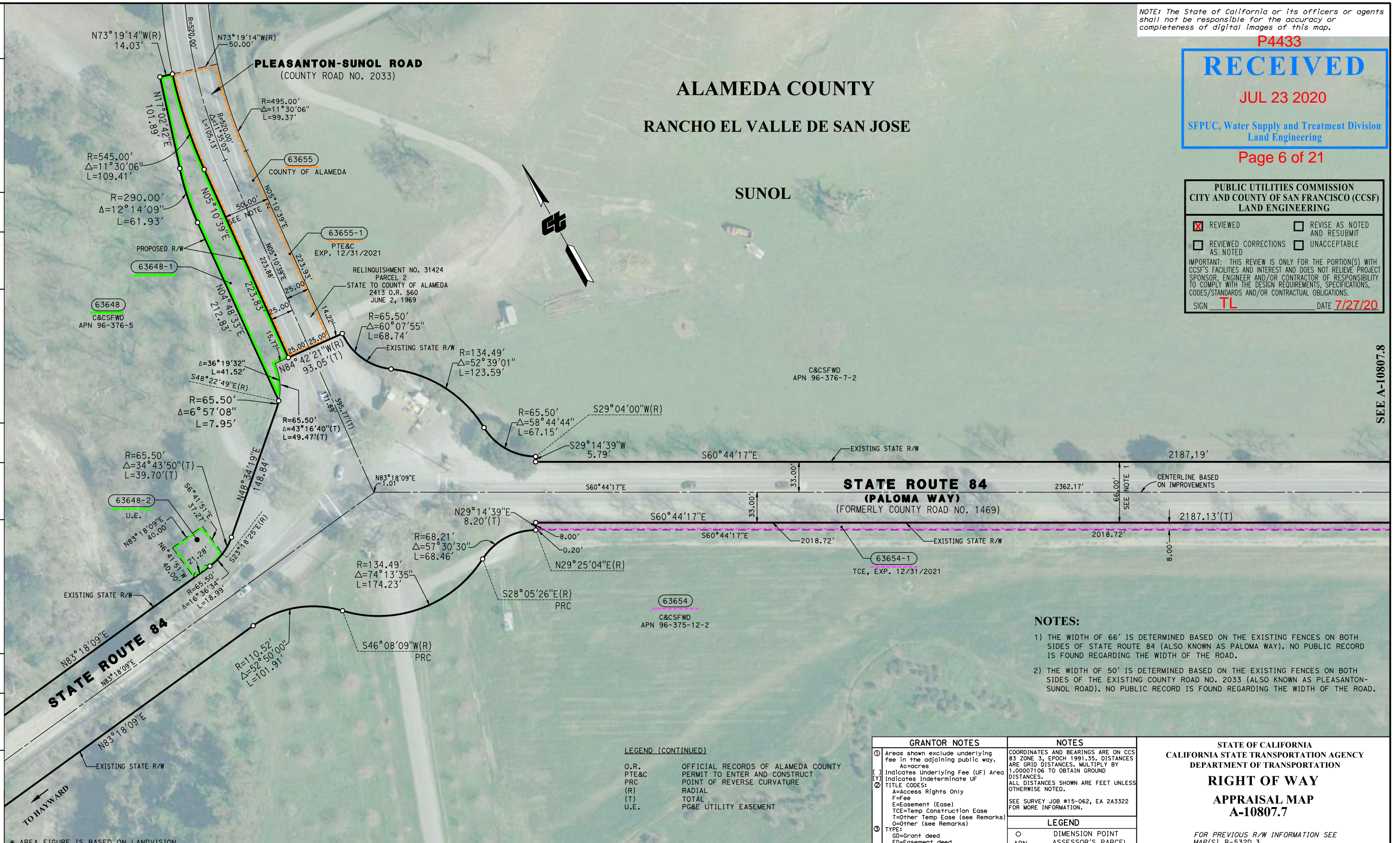
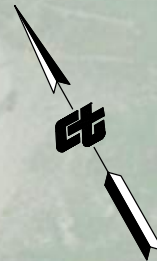
Page 6 of 21

PUBLIC UTILITIES COMMISSION  
CITY AND COUNTY OF SAN FRANCISCO (CCSF)  
LAND ENGINEERING

REVIEWED  REVISE AS NOTED AND RESUBMIT  
 REVIEWED CORRECTIONS AS NOTED  UNACCEPTABLE  
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SIGN **TL** DATE **7/27/20**

ALAMEDA COUNTY  
RANCHO EL VALLE DE SAN JOSE

SUNOL



NOTES:

- 1) THE WIDTH OF 66' IS DETERMINED BASED ON THE EXISTING FENCES ON BOTH SIDES OF STATE ROUTE 84 (ALSO KNOWN AS PALOMA WAY). NO PUBLIC RECORD IS FOUND REGARDING THE WIDTH OF THE ROAD.
- 2) THE WIDTH OF 50' IS DETERMINED BASED ON THE EXISTING FENCES ON BOTH SIDES OF THE EXISTING COUNTY ROAD NO. 2033 (ALSO KNOWN AS PLEASANTON-SUNOL ROAD). NO PUBLIC RECORD IS FOUND REGARDING THE WIDTH OF THE ROAD.

LEGEND (CONTINUED)

O.R. OFFICIAL RECORDS OF ALAMEDA COUNTY  
PTE&C PERMIT TO ENTER AND CONSTRUCT  
PRC POINT OF REVERSE CURVATURE  
(R) RADIAL  
(T) TOTAL  
U.E. PG&E UTILITY EASEMENT

GRANTOR NOTES		NOTES	
①	Areas shown exclude underlying fee in the adjoining public way.	COORDINATES AND BEARINGS ARE ON CCS 83 ZONE 3, EPOCH 1991.35. DISTANCES ARE GRID DISTANCES. MULTIPLY BY 1.00007106 TO OBTAIN GROUND DISTANCES. TO OBTAIN GROUND ALL DISTANCES SHOWN ARE FEET UNLESS OTHERWISE NOTED.	
②	Indicates Underlying Fee (UF) Area	SEE SURVEY JOB #15-062, EA 2A3322 FOR MORE INFORMATION.	
③	Indicates Indeterminate UF		
	TITLE CODES:		
	A=Access Rights Only		
	F=Fee		
	E=Easement (Ease)		
	TCE=Temp Construction Ease		
	TO=Other Temp Ease (see Remarks)		
	O=Other (see Remarks)		
	TYPE:		
	GD=Grant deed		
	ED=Easement deed		
	QC=Quitclaim		
	DD=Director's deed		
	DE=Director's easement deed		
	DK=Director's quitclaim deed		
	FOC=Final Order of Condemnation		
	HE=Highway easement deed		
	REL=Relinquishment		
	VAC=Vacation		
	JUA=Joint use agreement		
	CUA=Consent to common use agreement		
④	Document or Instrument number		

STATE OF CALIFORNIA  
CALIFORNIA STATE TRANSPORTATION AGENCY  
DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY  
APPRAISAL MAP  
A-10807.7

FOR PREVIOUS R/W INFORMATION SEE MAP(S) R-5320.3

SCALE: 1" = 50'		TO DESIGN: J. ZHONG		EA(s): 2A332		FA#:	
DRAFTED BY: J. ZHONG		CHECKED BY: R. SULLIVAN		C&CSFWD		CITY AND COUNTY OF SAN FRANCISCO	
DISTRICT: 04		COUNTY: ALA		ROUTE: 84		SHEET PM: 17.4	
SHEET NO: 8		TOTAL SHEETS: 9		S.F. EXP.		SQUARE FEET	

PARCEL#	TITLE CODE	GRANTOR	AREAS (square feet or as noted)				REMARKS	RECORDATION		
			TOTAL	REQUIRED	[UF] EXCESS	[UF] REMAINDER		TYPE	DATE	DOC.#
63648-1	F	C&CSFWD	*161.34 AC	8,907 S.F.	0	161.13 AC				
63648-2	E	C&CSFWD	*161.34 AC				1583 S.F. PG&E UTILITY EASEMENT			
63654-1	TCE	C&CSFWD	*401.79 AC				16,150 S.F. TCE, EXP. 12/31/2021			
63655-1	O	COUNTY OF ALAMEDA	INDEF.				16,413 S.F. PTE&C, EXP. 12/31/2021			

\* AREA FIGURE IS BASED ON LANDVISION


R/W PROJECT	DATE	BY	REVISIONS	DATE	BY	REVISIONS	DATE	BY	REVISIONS
04/17/18	07/12/18	07/12/18	07/12/18	11/27/18	RS	RS	RS	RS	RS
REVISE CC&SFW TO C&CSFWD	REVISED DRAFTING STYLE	REVISED PARCEL 63648-1 PER TRANSMITTAL NO.2	REVISED PARCEL 63648-1 PER TRANS. NO. 4	ADD PG&E U.E. PER TRANS. NO. 6	REVISED PARCEL 63648-1 PER TRANS. NO. 6	REVISED PARCEL 63648-1 PER TRANS. NO. 4	ADD PG&E U.E. PER TRANS. NO. 6	REVISED PARCEL 63648-1 PER TRANS. NO. 4	ADD PG&E U.E. PER TRANS. NO. 6

SEE A-10807.8

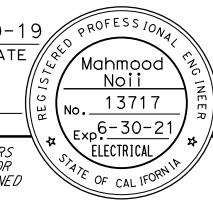


Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
04	Ala	84	10.8/18.0	212	341

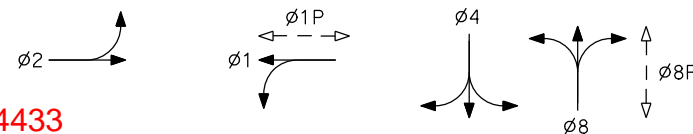
		5-29-19
REGISTERED ELECTRICAL ENGINEER		DATE
8-6-19		PLANS APPROVAL DATE

	
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THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

**NOTE:**  
FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.



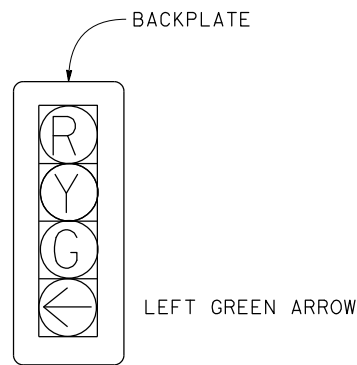
**P4433**  
**RECEIVED**  
**JUL 23 2020**  
SFPUC, Water Supply and Treatment Division  
Land Engineering  
Page 5 of 21

**PUBLIC UTILITIES COMMISSION**  
**CITY AND COUNTY OF SAN FRANCISCO (CCSF)**  
**LAND ENGINEERING**

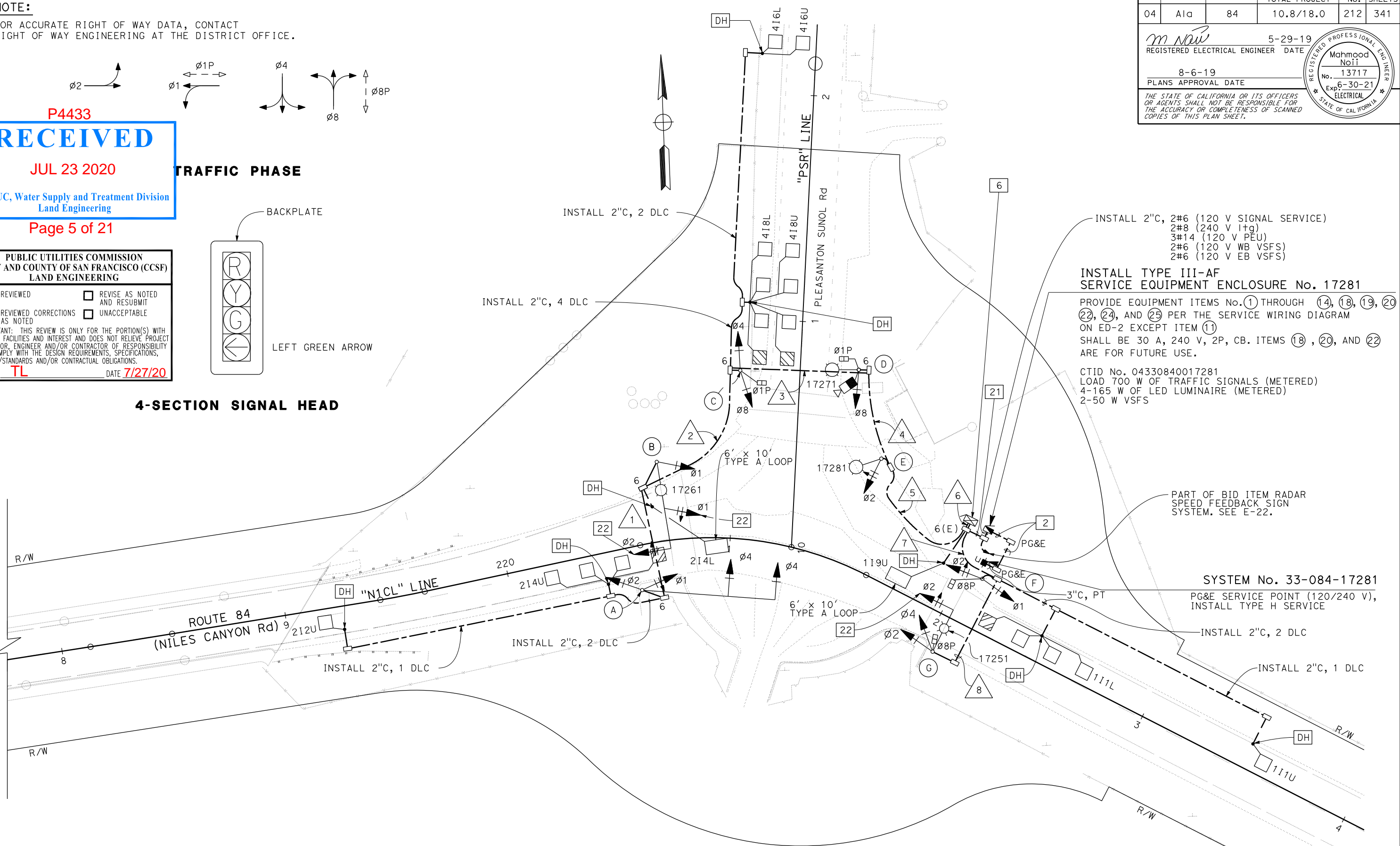
<input checked="" type="checkbox"/> REVIEWED	<input type="checkbox"/> REVISE AS NOTED AND RESUBMIT
<input type="checkbox"/> REVIEWED CORRECTIONS AS NOTED	<input type="checkbox"/> UNACCEPTABLE

IMPORTANT: THIS REVIEW IS ONLY FOR THE PORTION(S) WITH CCSF'S FACILITIES AND INTEREST AND DOES NOT RELIEVE PROJECT SPONSOR, ENGINEER AND/OR CONTRACTOR OF RESPONSIBILITY TO COMPLY WITH THE DESIGN REQUIREMENTS, SPECIFICATIONS, CODES/STANDARDS AND/OR CONTRACTUAL OBLIGATIONS.

SIGN **TL** DATE **7/27/20**



**4-SECTION SIGNAL HEAD**



INSTALL 2" C, 2 DLC

INSTALL 2" C, 2#6 (120 V SIGNAL SERVICE)  
2#8 (240 V Itg)  
3#14 (120 V PEU)  
2#6 (120 V WB VSFS)  
2#6 (120 V EB VSFS)

INSTALL TYPE III-AF SERVICE EQUIPMENT ENCLOSURE No. 17281

PROVIDE EQUIPMENT ITEMS No. ① THROUGH ⑭, ⑱, ⑲, ⑳, ㉓, ㉔, AND ㉕ PER THE SERVICE WIRING DIAGRAM ON ED-2 EXCEPT ITEM ⑪

SHALL BE 30 A, 240 V, 2P, CB. ITEMS ⑱, ⑳, AND ㉓ ARE FOR FUTURE USE.

CTID No. 04330840017281  
LOAD 700 W OF TRAFFIC SIGNALS (METERED)  
4-165 W OF LED LUMINAIRE (METERED)  
2-50 W VSFS

PART OF BID ITEM RADAR SPEED FEEDBACK SIGN SYSTEM. SEE E-22.

SYSTEM No. 33-084-17281  
PG&E SERVICE POINT (120/240 V),  
INSTALL TYPE H SERVICE

INSTALL 2" C, 2 DLC

INSTALL 2" C, 1 DLC

**SIGNAL AND LIGHTING**  
**(CITY STREET LOCATION 2)**

SCALE: 1" = 20'

APPROVED FOR ELECTRICAL WORK ONLY

FOR NOTES, ABBREVIATIONS AND LEGEND, SEE SHEET E-1

**E-8**

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	FUNCTIONAL SUPERVISOR	REVISOR	DATE
<b>Caltrans</b> ELECTRICAL DESIGN	BEHZAD GOLEMOHAMMADI	GB	3-20-19
CHECKED BY	MAHMOOD NOII	DATE	REVISED
DESIGNED BY	GUILLELMO F. BAUTISTA	DATE	REVISOR



NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.

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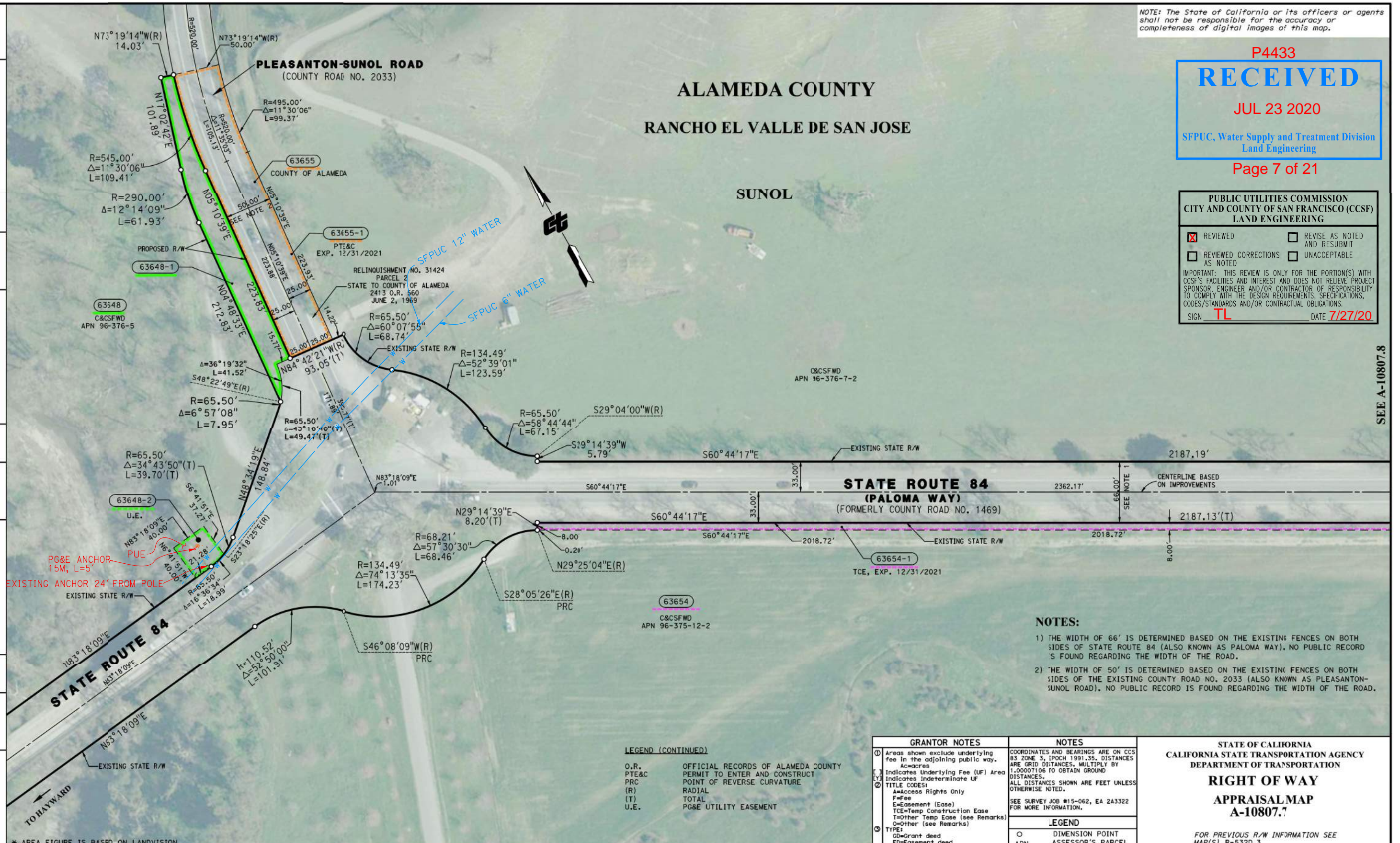
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Land Engineering

Page 7 of 21

PUBLIC UTILITIES COMMISSION  
CITY AND COUNTY OF SAN FRANCISCO (CCSF)  
LAND ENGINEERING

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SIGN **TL** DATE **7/27/20**

ALAMEDA COUNTY  
RANCHO EL VALLE DE SAN JOSE



- NOTES:**
- 1) THE WIDTH OF 66' IS DETERMINED BASED ON THE EXISTING FENCES ON BOTH SIDES OF STATE ROUTE 84 (ALSO KNOWN AS PALOMA WAY). NO PUBLIC RECORD IS FOUND REGARDING THE WIDTH OF THE ROAD.
  - 2) THE WIDTH OF 50' IS DETERMINED BASED ON THE EXISTING FENCES ON BOTH SIDES OF THE EXISTING COUNTY ROAD NO. 2033 (ALSO KNOWN AS PLEASANTON-SUNOL ROAD). NO PUBLIC RECORD IS FOUND REGARDING THE WIDTH OF THE ROAD.

**LEGEND (CONTINUED)**

O.R. OFFICIAL RECORDS OF ALAMEDA COUNTY  
PTE&C PERMIT TO ENTER AND CONSTRUCT  
PRC POINT OF REVERSE CURVATURE  
(R) RADIAL  
(T) TOTAL  
U.E. PG&E UTILITY EASEMENT

GRANTOR NOTES	NOTES
① Areas shown exclude underlying fee in the adjoining public way. Ac=acres ② Indicates Underlying Fee (UF) Area ③ Indicates Indeterminate UF	COORDINATES AND BEARINGS ARE ON CCS 83 ZONE 3, EPOCH 1991.35. DISTANCES ARE GRID DISTANCES. MULTIPLY BY 1.00007106 TO OBTAIN GROUND DISTANCES. ALL DISTANCES SHOWN ARE FEET UNLESS OTHERWISE NOTED. SEE SURVEY JOB #15-062, EA 2A3322 FOR MORE INFORMATION.
TITLE CODES: A=Access Rights only F=Fee E=Easement (Ease) TCE=Temp Construction Ease T=Other Temp Ease (see Remarks) O=Other (see Remarks)	<b>LEGEND</b> O DIMENSION POINT APN ASSESSOR'S PARCEL NUMBER R/W RIGHT OF WAY AC. ACRES (T) TOTAL C&CSFWD CITY AND COUNTY OF SAN FRANCISCO WATER DEPARTMENT S.F. SQUARE FEET EXP. EXPIRES
TYPE: GD=Grant deed ED=Easement deed OC=Quitclaim DD=Director's deed DE=Director's easement deed DK=Director's quitclaim deed FOC=Final Order of Condemnation HE=Highway easement deed REL=Relinquishment VAC=Vacation CUA=Consent to common use agreement	

STATE OF CALIFORNIA  
CALIFORNIA STATE TRANSPORTATION AGENCY  
DEPARTMENT OF TRANSPORTATION  
**RIGHT OF WAY APPRAISAL MAP A-10807.7**

FOR PREVIOUS R/W INFORMATION SEE MAP(S) R-5320.3

SCALE: 1" = 50'

TO DESIGN: J. ZHONG  
DRAFTED BY: J. ZHONG  
DISTRICT: 04 COUNTY: ALA ROUTE: 84 SHEET PM: 17.4 SHEET NO: 8 TOTAL SHEETS: 9

EA(s): 2A3322 CHECKED BY: R. SULLIVAN  
FA#:

PROJECT ID: 041400039

\* AREA FIGURE IS BASED ON LANDVISION

PARCEL#	TITLE CODE	GRANTOR	AREAS (square feet or as noted)			REMARKS	RECORDATION		
			TOTAL	REQUIRED	EXCESS		REMAINDER	TYPE	DATE
63648-1	F	C&CSFWD	161.34 AC	8,907 S.F.	0	161.13 AC			
63648-2	E	C&CSFWD	161.34 AC			1583 S.F. PG&E UTILIT EASEMENT			
63654-1	TCE	C&CSFWD	401.79 AC			16,150 S.F. TCE, EXP. 12/31/2021			
63655-1	O	COUNTY OF ALAMEDA	INDEF.			16,413 S.F. PTE&C, EXP. 12/31/2021			

R/W PROJECT	DATE	BY	REVISIONS
04/17/18	11/13/19	RS	REVISED PARCEL 63648-1 PER TRANS. NO. 4
07/12/18	01/24/20	RS	ADD PG&E U.E. PER TRANS. NO. 6
11/27/18		RS	REVISED PARCEL 63648-1 PER TRANSMITTAL NO. 2

SEE A-10807.8





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SIGN <u>TL</u>	DATE <u>7/27/20</u>

OH: Guys

Prepared by: SXZO



Page 8 of 21

**ANCHORS FOR POLE LINE GUYS**

022221

<b>Asset Type:</b> Electric Distribution Lin, Min (M2LW)	<i>[Signature]</i>	<b>Function:</b> Construction and Maintenance
<b>Issued by:</b> Sanchez, Eduardo (ECS4)		<b>Date:</b> 12/01/19

Rev. #09: This document replaces PG&E Document 022221 Rev. #08. For a description of the changes, see Page 14.

**Purpose and Scope**

This document provides the installation and ordering information for power installed screw anchors (PISA) shown on Pages 1 through 6. They are preferred for construction. Use non-PISA anchors listed on Pages 7 through 12 only in locations where it is not practical to install PISA anchors.

**General Information**

For multiple anchor installations, it is necessary to space the anchors apart with sufficient distance to prevent failure of the cone of earth that holds each anchor. Six feet is recommended minimum spacing between anchors. However, in the event it is impossible to obtain this spacing, the following minimums may be used: PISA anchors may be installed with a minimum spacing of 3 times the diameter of the largest helix. Non-PISA anchors (expanding, cross plate, Manta Ray) are to have separations of: 4' for installations up to 10,000 lb; 5' for 15, 000 lb installations; 6' for 20,000 lb and 25,000 lb installations. For existing installations where the anchor size is in doubt, always assume the largest anchor or worst case. In no event is spacing to be less than these; if unobtainable, the installation must be re-engineered. When replacing PISA and non-PISA anchors, the new excavation must also be of the same spacing from the existing anchor.

**Replacing Anchors Under Tension**

When replacing existing PISA and non-PISA anchors that are UNDER TENSION and the 6'-0" recommended separation cannot be achieved due to field conditions including but not limited to, fences, walls, trees, driveways or right of way the following manufacturers recommendations for the minimum separations shall apply: When replacing a PISA or non-PISA anchors with PISA anchors the new anchor must be installed with the minimum spacing of 3 times the diameter of the largest helix (e.g. 8" = 24", 10" = 30" etc.). For all PISA installations where the anchor size is in doubt, always assume the largest anchor. When replacing a non-PISA with a non-PISA anchor (expanding, cross plate, Manta Ray) the new anchors are to have separations of: 4' for installations up to 10,000 lb; 5' for 15,000 lb installations; 6' for 20,000 lb and 25,000 lb installations. For all non-PISA installations where the anchor size is in doubt, always assume the largest anchor. If the above manufacturer requirement cannot be met, the following optional scenarios should be considered: When replacing anchors under tension use a line truck or temporary guy as means to hold the pole while installing new anchor. If pole cannot be supported adequately while installing new anchor due to field conditions, contact the appropriate estimator to obtain the proper design in ensuring safety while performing the task. When replacing anchors not under tension install the new anchor as close as practical. Any safety concerns such wire and conductor sizes, etc., feel free to contact the appropriate design estimator if necessary. Once the anchor has been replaced, the existing anchor can be abandoned in place.

References	Location	Document
<a href="#">Construction Requirements for Pole Line Guys</a>	OH: Guys	022178
<a href="#">Inspection and Corrosion Protection of Anchor Rods</a>	OH: Guys	025998
<a href="#">Anchor, Screw (PISA) Installation</a>	TIL	TD-2905P-01
<a href="#">Anchor, Manta Ray Installation</a>	TIL	TD-2025P-01



OH: Guys

## Anchors for Pole Line Guys

### Power Installed Screw Anchors

#### Application

Soil classifications listed in Table 9 on Page 8 are for use with non-PISA anchors and are not used with PISA anchors because of the differences involved with PISA anchors. The basic determination of the holding strength of PISA installed anchors is dependent on the installing torque applied on the anchor. A larger diameter single-helix or a twin-helix anchor will provide more holding strength at the same installing torque. Also, the holding strength of a single-helix can be increased by use of anchor rod extensions while a twin-helix may provide an equal or greater holding strength in the same soil but with a shorter anchor rod. Also, familiarity with the variations in soil characteristics in the areas involved will permit a determination of whether single or twin-helix anchors should be used.

#### Notes

- Table 1 on Page 2 is a guide for the holding strength (Maximum Working Load) of PISA anchors with respect to the minimum applied torque. The holding strength will normally exceed these values by a substantial margin because of the greater torque applied when driving the anchor deeper in order to position the end of the anchor rod just above the ground line.

- PISA anchors must be installed at a minimum depth of five times the helix diameter, i.e., 8" helix minimum depth of  $5 \times 8" = 40"$ , 10" helix minimum depth of  $5 \times 10" = 50"$ . The torque must also be at the required rating during the final 3 diameters. The rod must not extend more than 3 feet out of the ground in any case.

### Power Installed Screw Anchors

- The Twin 4" diameter PISA anchor is approved for use in hardpan or heavy gravel areas where a single 8" diameter PISA anchor cannot be driven to a sufficient depth without the hydraulic system of the line truck going into bypass.
- The Twin 4" diameter PISA anchor shall be used after an attempt has been made to install the single 8" diameter PISA anchor. Return the single 8" diameter PISA anchor code 185138 to stock for reuse when a twin 4" diameter PISA anchor has been substituted.
- Caution should be exercised when installing the twin 4" diameter PISA anchor to ensure there is no thin layer of hardpan that can be broken through which may reduce the installing torque and thereby affect the holding power.

**Table 1 Anchor Installation**

Maximum Working Load – lb (w/ safety factor of 2)	Type of Helix	PG&E M code	Minimum Installing Torque Ft.-lb	Maximum allowable torque Ft.-lb <sup>1</sup>
10,000	Twin 4"	185153	2,500	7,000
	Single 8"	185138	3,000	6,000
	Twin 8"	185139	2,000	6,000
15,000	Twin 4"	185153	3,000	7,000
	Single 8"	185138	4,500	6,000
	Twin 8"	185139	3,800	6,000
20,000 <sup>2</sup>	Twin 8"	185139	5,000	6,000
	Twin 10"	185140	5,000	6,000

- The installing torque shall not exceed maximum allowable torque. The anchor installed with torque exceeding maximum allowable torque shall not be used and shall be removed.
- When PG&E M 180140 (Protected rod) is used, the maximum working load is 15,000 lb.

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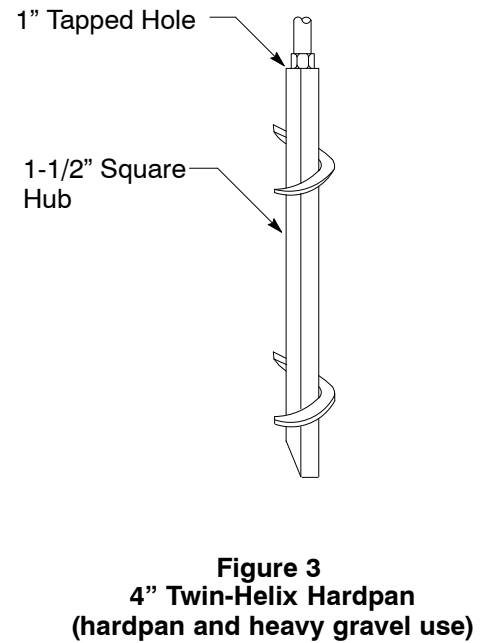
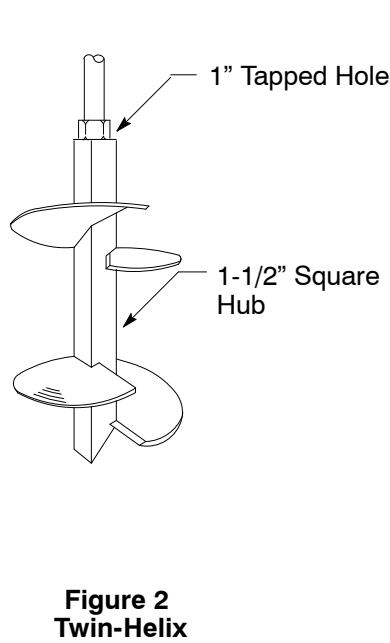
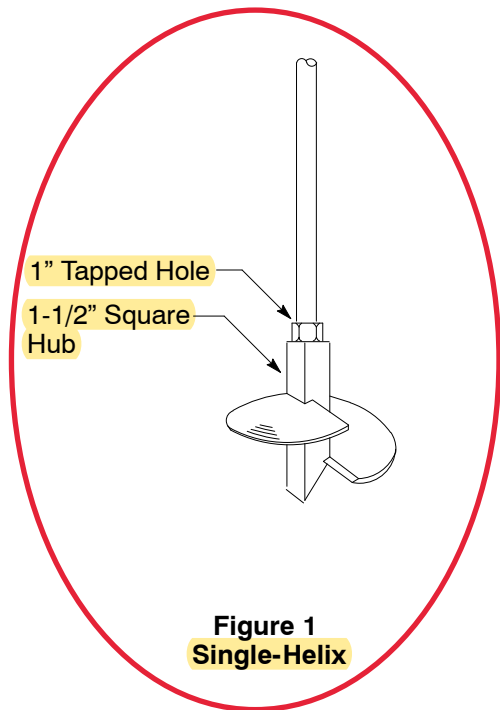


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### Anchors for Pole Line Guys

#### Power Installed Screw Anchors (continued)



**Table 2 Helix Anchor 1-1/2" Square Hub With 1" Taped Hole**

Type of Helix (inch diameter)	Maximum Installing Torque	Manufacturer and Catalog Number		Code
		Hubbell/Chance	MacLean	
Single 8"	6,000	E102-0819	D184	185138
Twin 8"		E102-0822	D284	185139
Twin 10"		E102-0823	D2104	185140
Twin 4" <sup>1</sup>	7,000	V102-1428	D244-7	185153

<sup>1</sup> Helix screw anchor for hardpan areas. See Notes 3 through 5 on Page 2.

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OH: Guys

### Anchors for Pole Line Guys

#### Power Installed Screw Anchors (continued)



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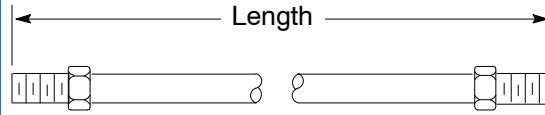


Figure 4  
Anchor Rod

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Table 3 Anchor Rods and Anchor Rod Extension for Helix Anchors

Size <sup>1</sup>	Manufacturer and Catalog Number		Code	Application <sup>2</sup>
	Hubbell/Chance	MacLean		
3/4" x 3' 6"	12634P	D7531/2-PGE	<del>185141</del> <sup>3</sup>	3' 6" anchor rods are also used as extension anchor rods. A coupling, see Figure 5 below, is required with each anchor rod when used as an extension.
1" x 3' 6"	C1021987	D10031/2-PGE	185142	
3/4" x 7' 0"	12632P	D75-PGE	<del>185143</del> <sup>3</sup>	
1" x 7' 0"	C1021986	D100-PGE	185144	
1" x 7' 0"	C102-1996	-	180140	Protected rod for use in corrosive soil areas.

- <sup>1</sup> Both ends of 3/4" and 1" anchor rods have 1" diameter threads. Therefore, both 3/4" and 1" anchor rods are used with 1" tapped helix anchors, 1" couplings and 1" tripeye eyenuts. Anchor rods listed in Table 3 above have a minimum ultimate strength of 30,000 lb for 3/4" and 50,000 lb for 1" diameter rods.
- <sup>2</sup> Anchor rods in any combination shall not exceed 10' 6" in length.
- <sup>3</sup> Material codes strikethrough are eliminated.

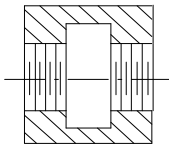


Figure 5  
Coupling

Table 4 Coupling for 3/4" and 1" Anchor Rod Extensions

Manufacturer and Catalog Number		Code
Hubbell/Chance	MacLean	
12247P	D354HS	185145



Figure 6  
Tripeye Eyenuit

Table 5 Tripeye Eyenuit for 3/4" and 1" Anchor Rods

Manufacturer and Catalog Number			Code
Hubbell/Chance	MacLean	Kortick	
12585H	D-6567HS	K3127HS	185146

## Anchors for Pole Line Guys

### **Identification Tag for Power Installed Screw Anchors, Square Shaft Anchors, Swamp Anchors and Manta Ray anchors**

#### **Application and Installation**

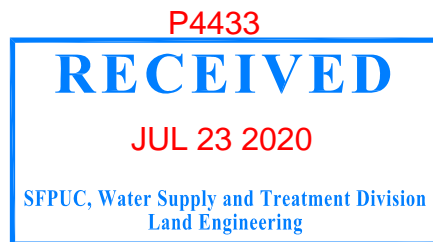
1. Anchor identification tags shall be installed on all power installed screw anchor and Manta Ray anchors rods when screw anchors and Manta Ray anchors are installed. Place the identification tag over the upper threaded portion of the anchor rod before installing the anchor rod eye-nut. Position the identification tag with the anchor rating mark, 10M–25M, facing up. Break off the section of the tag showing the rating that does not apply, and bend down the remainder of the tab as shown in the installation detail in Figure 7 on Page 6. See Note 3 below for exceptions.
2. Place tag on bolt securing guy adapter tripleye. Ensure tag is installed on bolt head side with working load limit facing outward.
3. Material: 20 Ga Aluminum (0.32")

#### **Notes**

1. The anchor identification tag denotes the maximum working load limit of the assembly consisting of the screw anchor and the anchor rod. It also provides quick reference to the loading limits of installed anchors when subsequent joint-pole anchoring may be involved.
2. No correlation exists between the tag markings and the guy strand from the anchor rod to the pole. The tag markings refer only to the screw anchor and the anchor rod. Strength requirements for guy strand with respect to anchor working loads are specified in [Document 022178](#).
3. **Caution:** Do not over-rate the allowable working load limit of an anchor by the incorrect use of the identification tag. Tag markings listed in Table 6 below are only valid if the minimum torque has been reached for the size and type of helix anchor being installed.  
**Example:** A twin 8" diameter helix anchor is installed with a 1" rod to obtain a 20,000 lb working load rating but only a 2,600 lb installing torque can be obtained. Table 6 shows that a 3,000 lb minimum installing torque is required before the twin 8" diameter helix anchor assembly can be rated at the 20,000 lb maximum working load. However, since a 2,000 lb installing torque was reached, the assembly can be rated at a 15,000-lb working load limit, according to Table 6. Therefore, the identification tag must be positioned and installed to show only a "15M" marking.

**Table 6 Identification Tag for Power Installed Screw Anchors, Square Shaft Anchors, Swamp Anchors and Manta Ray Anchors**

Description			
Anchor Rod Diameter	Tag Marking	Tag Code	Maximum Allowable Load of Anchor and Anchor Rod (lb)
3/4" (for ref. only)	10M	373351	10,000
	15M		15,000
1"	20M		20,000
	25M		25,000



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OH: Guys

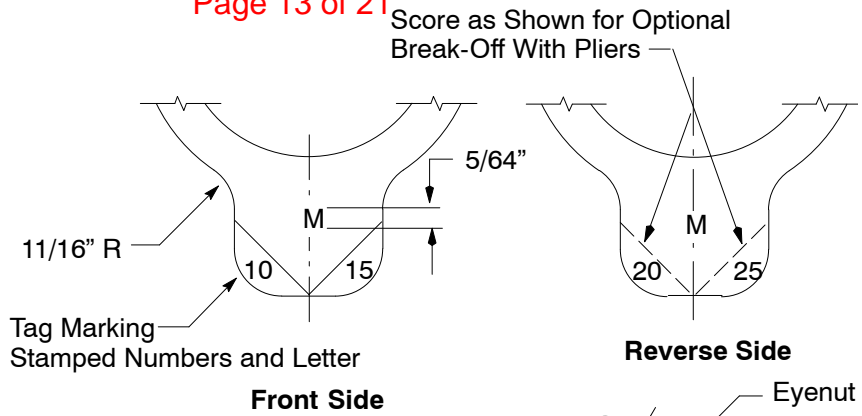
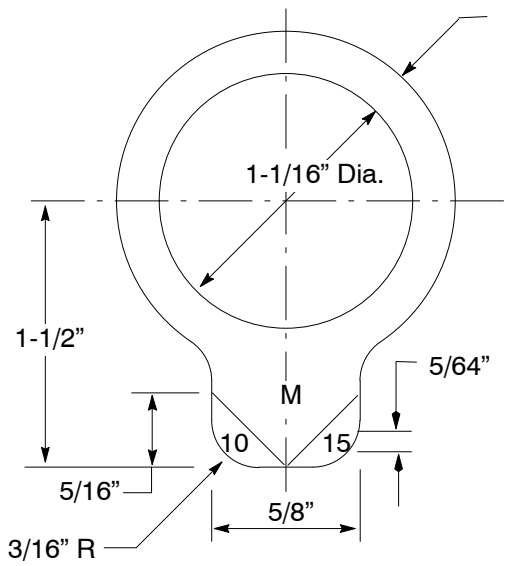
### Anchors for Pole Line Guys

#### Identification Tag for Power Installed Screw Anchors, Square Shaft Anchors, Swamp Anchors and Manta Ray Anchors (continued)

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SIGN <b>TL</b>	DATE <b>7/27/20</b>

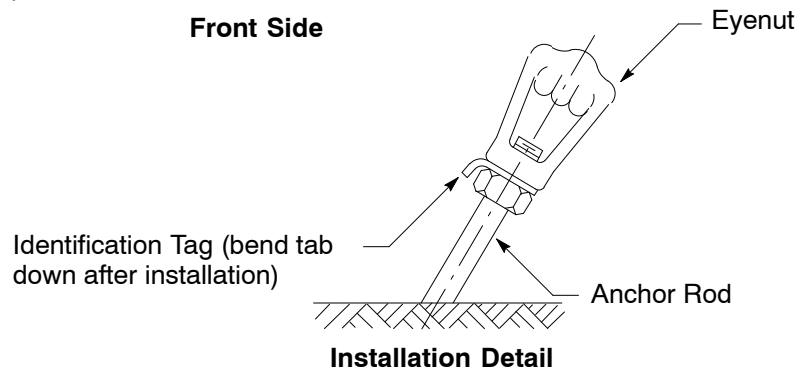


Figure 7  
Identification Tag

### Anchors for Pole Line Guys

#### Non-PISA Anchors

**Notes**

1. The stress load values in Table 7 shall be used for all circuits: (a) in Rural and Urban Areas, (b) in Light and Heavy Loading Districts, (c) on all Poles, (d) in all Grades of Construction, (e) for all applicable Distribution Voltages.
2. Use Table 9 on Page 8 to match the class of soil with the appropriate anchor type in Table 7.

**Table 7 Maximum Allowable Load for Non-PISA Anchors and Anchor Rods**

Maximum Allowable Load (pounds) <sup>1</sup>	Class of Soil	Anchors				Anchor Rods	
		Fig. No.	Type	Size	Code	Size	Code
2,500	A	8	Cross Plate	16"	<del>185103</del> <sup>4</sup>	5/8" x 6' 0"	<del>185050</del> <sup>4</sup>
	B	10	Expanding	8" <sup>3</sup>	185012		
	D	9	Swamp		<del>185109</del> <sup>4</sup>	Included (see notes on Page 10)	
4,000 <sup>2</sup>	A, B	11	Manta Ray MR-4	2.5" x 8.0"	<del>180041</del> <sup>4</sup>	5/8" x 8' 0"	<del>185051</del> <sup>4</sup>
6,000	A	8	Cross Plate	16"	<del>185103</del> <sup>4</sup>	5/8" x 8' 0"	<del>185051</del> <sup>4</sup>
	B	10	Expanding	8" <sup>3</sup>	185012		
	D	9	Swamp	14"	185110	Included (see notes on Page 10)	
7,500 <sup>2</sup>	A, B	11	Manta Ray MR-3	3.5" x 11.6"	<del>180042</del> <sup>4</sup>	5/8" x 8' 0"	<del>185051</del> <sup>4</sup>
7,500	A	8	Cross Plate	16"	<del>185103</del> <sup>4</sup>	3/4" x 9' 0"	<del>185065</del> <sup>4</sup>
	B	10	Expanding	8" <sup>3</sup>	185012		
	D	9	Swamp	14"	185110	Included (see notes on Page 10)	
10,000 <sup>2</sup>	A, B	11	Manta Ray MR-2	3.5" x 14.5"	026823	3/4" x 7' 0"	<del>185143</del> <sup>4</sup>
10,000	A	8	Cross Plate	16"	<del>185103</del> <sup>4</sup>	3/4" x 9' 0"	185065
	B	10	Expanding	8" <sup>3</sup>	185012		
	D	9	Swamp	14"	185110	Included (see notes on Page 10)	
10,000	E	12	Rock (1.75")	3/4" x 30"	185081	Included (see notes on Page 12)	
				3/4" x 53"	<del>185107</del> <sup>4</sup>		
				3/4" x 72"	<del>185115</del> <sup>4</sup>		
10,000 <sup>2</sup>	C	11	Manta Ray MR-SR	12.5" x 17.2"	180038	1" x 7' 0"	185144
15,000 <sup>2</sup>	B	11	Manta Ray MR-1	7.0" x 14.5"	026822		
15,000	A	8	Cross Plate	20"	<del>185091</del> <sup>4</sup>	1" x 10' 0"	185067
	B	10	Expanding	10" <sup>3</sup>	<del>185014</del> <sup>4</sup>		
18,000	E	12	Rock (2.25")	1" x 30"	185154	Included (see notes on Page 12)	
				1" x 53"	185155		
				1" x 72"	185156		
20,000 <sup>2</sup>	B	11	Manta Ray MR-SR	12.5" x 17.2"	180038	1" x 7' 0"	185144
20,000	A	8	Cross Plate	24"	<del>185094</del> <sup>4</sup>	1-1/4" x 10' 0"	185999
	B	10	Expanding	12" <sup>3</sup>	185015		
22,500	A	8	Cross Plate	24"	185094		

- <sup>1</sup> The anchors listed on this sheet shall not exceed a combined working load of 18,000 pounds if jointly owned, unless it is impractical for each party to furnish its own anchorage.
- <sup>2</sup> The holding capacity can vary depending on the soil and shall be verified with the anchor load locker. The ratings given are for average soil.
- <sup>3</sup> Anchor size is given for the unexpanded size.
- <sup>4</sup> Material codes strikethrough are eliminated.

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OH: Guys

## Anchors for Pole Line Guys

### Non-PISA Anchors (continued)

**Table 8 Maximum Allowable Load for Non-PISA Anchors and Anchor Rods for Square-shaft Anchors (3-Flight swamp) for Heavy-guy Loading**

Maximum Working Load – lb (w/ safety factor of 2)	Helix Combination (inch)	PG&E M-Code	Minimum installing Torque Ft-lb	Maximum allowable-torque Ft-lb <sup>1</sup>
10,000	10-12-14	190077	2,000	5,500
15,000	10-12-14	190077	2,500	5,500
20,000	10-12-14	190077	3,500	5,500
25,000	10-12-14	190077	4,000	5,500

<sup>1</sup> The installing torque shall not exceed maximum allowable torque. The anchor installed with torque exceeding maximum allowable torque shall not be used and shall be removed.

**Table 9 Soil Classification**

Class	Type of Soil
A	Not suitable for installation of expanding anchors (too hard, rocky, sandy, etc.)
B	Suitable for installation of expanding anchors
C	Loose or wet soils
D	Under water or too soft for auger
E	Solid rock

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### Anchors for Pole Line Guys

**Table 10 Alternate Anchors Catalog Numbers and Codes** (Material codes strikethrough are eliminated.)

Fig	Manufacturers and Catalog Numbers				Description
	Hubbell/ Chance	Kortick	MacLean	Code	
8	X-16		J3516	<del>185103</del> <sup>1</sup>	Cross-Plate Anchor for 16" Hole used with 0.625" or 0.75" Diameter Rod
	X-20-1		J3520-1	<del>185091</del> <sup>1</sup>	Cross-Plate Anchor for 20" Hole used with 1" Diameter Rod
	X-24-1		J35241-1	185094	Cross-Plate Anchor for 24" Hole used with 1.25" Diameter Rod
9	-		D6708-T	<del>185109</del> <sup>1</sup>	Swamp Anchor Type 8" with triple eye guy attachment
	-		D6713-T	185110	Swamp Anchor Type 13-1/2" with triple eye guy attachment
	012642EJN	K8391	D6637	190077	Square Shaft Lead Section, 7' long with 10"-12"-14" Helices
	12657	-	D6625U	190084	Square Shaft Extension 7' long
	C1020025	-	D6606US	190089	Square Shaft & Round Guy Adapter Tripleye
10	88135		J8135	185012	Expanding Anchor for 8" Hole used with 0.625" or 0.75" Diameter Rod
	1082		J8200-1	185014	Expanding Anchor for 10" Hole used with 1" Diameter Rod
	1283		J0283	185015	Expanding Anchor for 12" Hole used with 1.25" Diameter Rod
11	-		20036UTII	026822	Manta Ray Anchor Earth Galvanized, 15,000 Capacity, used with 3/4" and 1" Diameter Screw Anchor Rods
	-		20199UTII	026823	Manta Ray Anchor Earth Galvanized, 10,000 Capacity, used with 3/4" and 1" Diameter Screw Anchor Rods
	-		20210UTII	<del>180042</del> <sup>1</sup>	Manta Ray Anchor Earth Galvanized, 7,500 Capacity, Ductile Iron used with 5/8" Diameter Anchor Rods
	-		20221UTII	<del>180041</del> <sup>1</sup>	Manta Ray Anchor Earth Galvanized, 4,000 Capacity, Ductile Iron used with 5/8" Diameter Anchor Rods
	-		20229UTII	180038	Manta Ray Anchor Earth Galvanized, 12,000 Capacity in Loose or Wet Soil, 20,000 Capacity in Firm Soil, used with 3/4" & 1" Diameter Anchor Rods Ductile Iron
12	R-330		J3437	185081	Expanding Rock Anchor 0.75" Diameter Rod, 30" long with Tripleye
	R353		J3438	185107	Expanding Rock Anchor 0.75" Diameter Rod, 53" long with Tripleye
	R372		JR372	185115	Expanding Rock Anchor 0.75" Diameter Rod, 72" long with Tripleye
	R130L		JR130L	185154	Expanding Rock Anchor 1" Diameter Rod, 30" long with Tripleye
	R153L		JR153L	185155	Expanding Rock Anchor 1" Diameter Rod, 53" long with Tripleye
	R172L		JR172L	185156	Expanding Rock Anchor 1" Diameter Rod, 72" long with Tripleye

<sup>1</sup> Material codes strikethrough are eliminated.

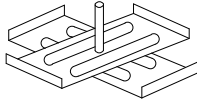
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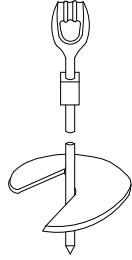




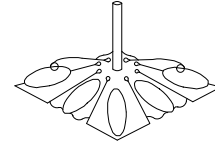
### Anchors for Pole Line Guys



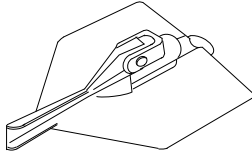
**Figure 8**  
**Cross Plate Anchor**



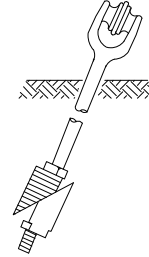
**Figure 9**  
**Screw Anchor, Round or Square Rod (swamp)**



**Figure 10**  
**Expanding Bust Anchor**



**Figure 11**  
**Manta Ray Anchor**



**Figure 12**  
**Expanding Rock Anchor**

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## Anchors for Pole Line Guys

### Non-PISA Anchors (continued)

#### Installation of Anchors

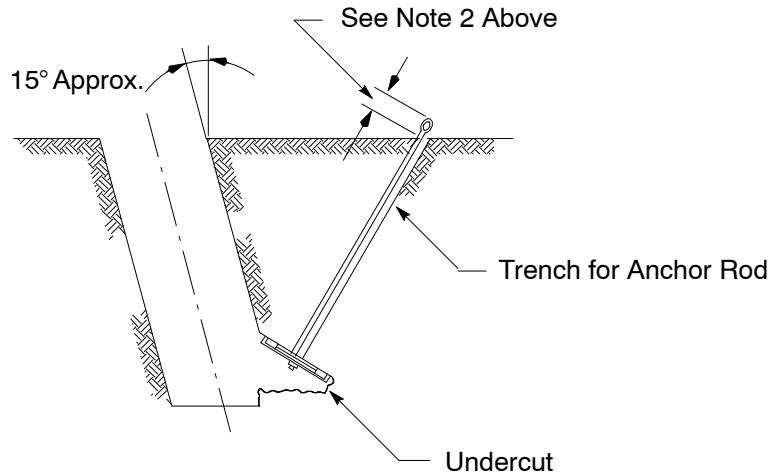
#### Notes

1. Refer to Table 7 on Page 7 and Table 10 on Page 9 for specific anchor information, catalog numbers, and codes.
2. Anchors, in general, should be set so that not more than 6 inches of the anchor rod projects above the ground, measured along the rod. This dimension may be increased to 12 inches where the angle between the rod and the horizontal is more than 45°.
3. If required, create anchor holes according to the minimum dimensions listed in Table 7 on Page 7 and the corresponding application instructions for each anchor.
4. Install the anchor and rod so that they will be in line with the guy attachment.
5. Thoroughly tamp backfill, before setting pole, when pole hole is backfilled to bring the hole up to grade. This will avoid pole settling and guy slackening after the guy is installed.
6. Install cross plate anchors when soil conditions are questionable for the installation of expanding type anchors or when it is not economical to change augers to bore anchor holes for expanding type anchors.

#### Application

##### Cross Plate Anchors

Machine bore or hand dig hole as shown in Figure 13 below. Trench out for anchor rod so that slope of trench will be in line with guy attachment. Undercut bottom of hole at right angle to trench to provide a bearing in undisturbed earth for crossplate anchor. Attach anchor rod to anchor and lower assembly into hole, positioning the cross plate anchor against the undercut. Where practical, attach the guy to the anchor rod and tension guy sufficiently to hold the anchor against the undercut. Add backfill in small quantities and tamp thoroughly. The anchor rod trench also should be filled and tamped thoroughly in order to keep out surface water.



**Figure 13  
Cross Plate Anchor**

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**OH: Guys**

## Anchors for Pole Line Guys

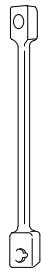
### Non-PISA Anchors (continued)

#### Swamp Anchor

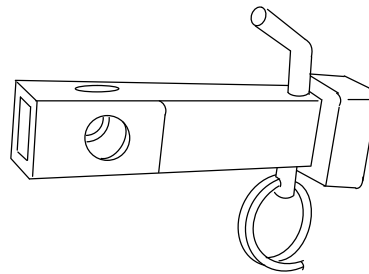
Use the appropriate equipment to insert the anchor into the designated area. The anchors are furnished with an 8-foot rod welded to a single-helix anchor, with a tripeye guy adapter bolted on. See Figure 9. MacLean adapters include an integral pulling eye. Order round rod screw anchor extensions, Figure 14 below, when needed to achieve the required depth. The typical working torque for screw (swamp) anchors is 2,300 ft.-lb. If needed, use Code 216772 to order the drive tool adapter, Figure 15 below, when installing round rod (RR) screw (swamp) anchors.

**Table 11 Round Rod Extensions for Screw (swamp) Anchors**

Screw (swamp) Anchor Size	Diameter	Length	Code	Manufacturer and Catalog Number	
				Hubbell/Chance	MacLean
8" and 13.5"	1-1/4"	3' 6"	185113	12696	D6733
		7' 0"	185114	12698	D6737



**Figure 14  
Round Rod Extension**



**Figure 15  
Drive Tool Adapter**

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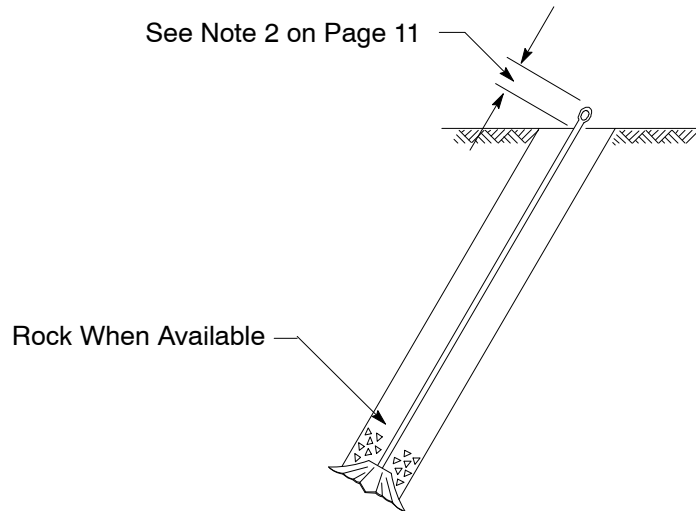
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## Anchors for Pole Line Guys

### Non-PISA Anchors (continued)

#### Expanding Anchor

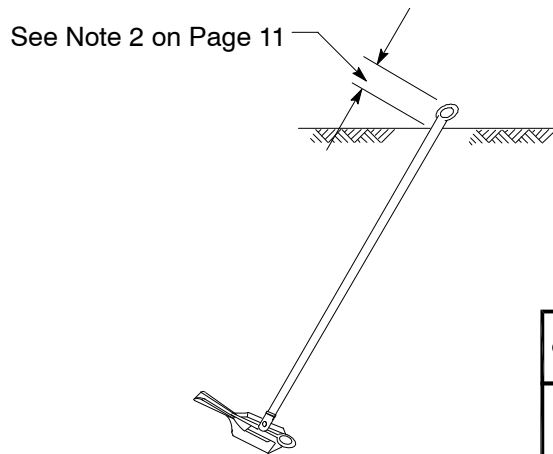
After boring the hole, tamp the bottom of the hole to provide a firm base for expanding the anchor. Assemble the rod on the anchor and place in the bore hole. Do not cut wires on anchor as wires will shear while anchor is expanding. Expand the anchor with an expanding bar, rotating the expanding bar around the anchor rod to avoid striking the anchor repeatedly on one side only. A change in sound caused by the top plate of the anchor striking the base plate will denote that the anchor is fully expanded. Add backfill in small quantities and tamp thoroughly until the hole is filled. When available, place a mixture of small rocks and backfill next to the anchor and tamp thoroughly to strengthen the installation.



**Figure 16**  
**Expanding Anchor**

#### Manta Ray Anchor

A pilot hole is recommended with the smaller Manta Ray anchors. Thread anchor rod into manta ray anchor. Insert drive steel into anchor. Use the appropriate tool/equipment to drive the anchor to the proper depth. Add sections of drive steel and anchor rods as needed. Remove the drive steel section(s) and attach the adapter setting bar. Use the load locker tool to rotate the anchor into the lock position and to check the holding capacity. Refer to [Utility Work Procedure WP2025](#) for detailed installation instructions.



**Figure 17**  
**Manta Ray Anchor**

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OH: Guys

## Anchors for Pole Line Guys

### Non-PISA Anchors (continued)

#### Rock Anchor

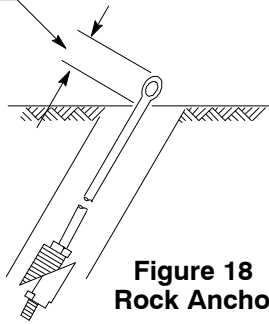
Drill hole a minimum of 12-inches deep, 1-7/8" in diameter for 3/4" rods or 2-3/8" in diameter for 1" rods. Insert the anchor in the hole. Turn the rod by hand until the anchor is expanded tight against the sides of the hole. Backfill in small quantities and tamp thoroughly until the hole is filled.

See Note 2 on Page 11

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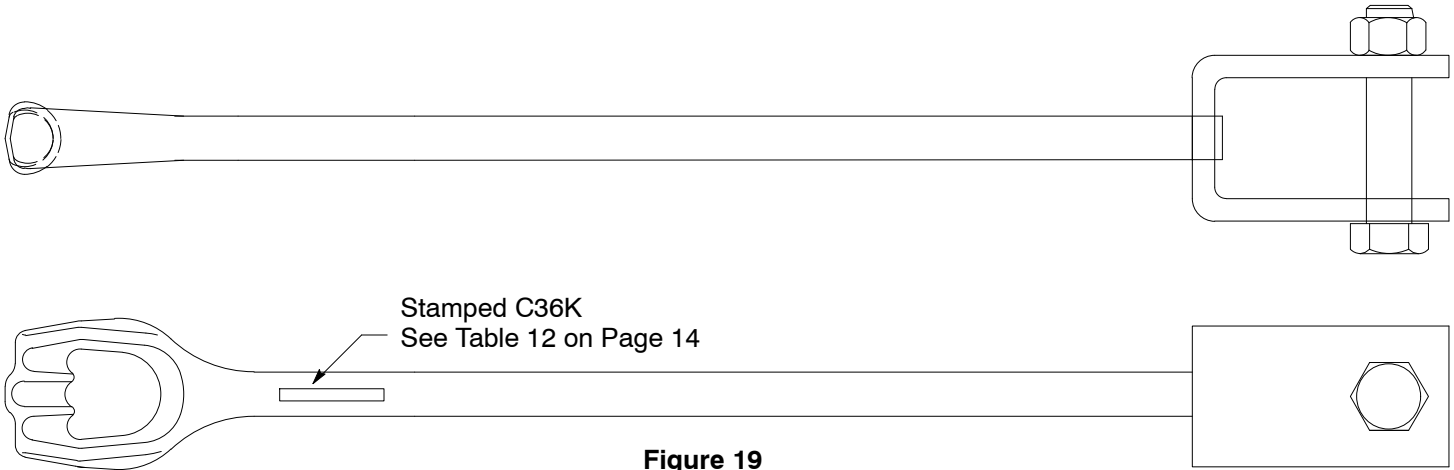


**Figure 18**  
Rock Anchor

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#### Anchor Extension

At times, it is found that the connection between the anchor rod and the guy wire has become buried. The connection should be kept above grade to prevent corrosion of the guy grip and wire. Where the rod cannot be extended to move the connection above ground level, use of an extension may be able to prevent the replacement of the anchor and rod. These anchor rod extensions come with a high-strength bolt and nut tested for the listed working load. In using these extensions, check the bolt size against the eye size of the existing rod. The bolt may not fit in some existing single-eye rods. **Do not replace factory bolt. Use only bolt supplied with extension. If bolt is too big, install a new anchor.**



**Figure 19**  
Anchor Extension

**Table 12 Anchor Extensions**

Anchor Rod Extensions Size	Anchor Rod Identification Marking	Maximum Working Load lb	Clevis Bolt Size	Code
3/4" x 24"	C23K	10,000	3/4"	180154
1" x 24"	C36K	18,000	7/8"	180253
1 1/4" x 24"	C-1-1/4	25,000	1"	180156

#### Revision Notes

Revision 09 has the following changes:

1. Revised Table 7 on Page 7 and Table 10 on Page 9.