

File No. 101592

Committee Item No. 6
Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS
AGENDA PACKET CONTENTS LIST

Committee: Rules

Date February 3, 2011

Board of Supervisors Meeting

Date _____

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input type="checkbox"/> | <input type="checkbox"/> | Resolution |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget Analyst Report |
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| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form (for hearings) |
| <input type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Budget |
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| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
| <input type="checkbox"/> | <input type="checkbox"/> | Public Correspondence |

OTHER

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Completed by: Linda Wong
Completed by: _____

Date January 31, 2011
Date _____

An asterisked item represents the cover sheet to a document that exceeds 25 pages. The complete document is in the file.

1 [Settlement of Lawsuit – Mackin, et al. – City to Pay \$63,020 for Easement]
2

3 **Ordinance authorizing settlement of a lawsuit filed by the City and County of San**
4 **Francisco against Kenneth Paul Mackin and Janice Mackin; Pacific Gas & Electric**
5 **Company; Fremont Bank; and Does 1 through 100, to condemn and take by right of**
6 **eminent domain a temporary construction easement over portions of real property**
7 **located in Sunol, California, APN 096-0001-020-03; filed May 24, 2010, in Alameda**
8 **County Superior Court, Case No. RG-10516566; entitled City of San Francisco v.**
9 **Kenneth Paul Mackin and Janice Mackin; Pacific Gas & Electric Company; Fremont**
10 **Bank; and Does 1 through 100.**

11 Be it ordained by the People of the City and County of San Francisco:

12 Section 1. The City Attorney is hereby authorized to settle the action entitled **City of**
13 **San Francisco v. Kenneth Paul Mackin and Janice Mackin; Pacific Gas & Electric**
14 **Company; Fremont Bank; and Does 1 through 100, Alameda County Superior Court,**
15 **Case No. RG-10516566** by the payment by the City and County of San Francisco to
16 Defendants Kenneth Paul Mackin and Janice Mackin of \$63,020 for a 24-month temporary
17 construction easement with an option to extend for 6 months, plus a preliminary 3-week right
18 of entry for drilling test wells, and in accordance with other material terms as set forth in the
19 Settlement Agreement and Release of Claims contained in Board of Supervisors File No.
20 101592, for the purpose of constructing the San Francisco Public Utilities Commission's
21 Water System Improvement Program-Funded Project CUW35901, New Irvington Tunnel
22 Project. The payment of \$63,020 to Defendants Kenneth Paul Mackin and Janice Mackin
23 shall be made from the appropriation in Water System Improvement Program-Funded Project
24 CUW35901, New Irvington Tunnel Project.
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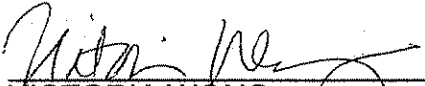
Section 2. The above-named action was filed in Alameda County Superior Court on May 24, 2010, and the following defendants were named in the lawsuit: Kenneth Paul Mackin and Janice Mackin; Pacific Gas & Electric Company; Fremont Bank; and Does 1 through 100.

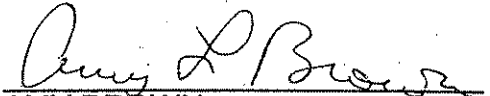
APPROVED AS TO FORM AND RECOMMENDED:

RECOMMENDED:


DENNIS J. HERRERA, City Attorney

SAN FRANCISCO REAL ESTATE DIVISION

By: 
VICTORIA WONG
Deputy City Attorney

By: 
AMY BROWN
Director

FUNDS AVAILABLE:


BEN ROSENFELD
Controller

Index Code 735914

Exempt from Filing Fees per
Government Code § 6103

1 DENNIS J. HERRERA (CA 139669)
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VICTORIA WONG (CA 214289)
3 Deputy City Attorneys
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6 Facsimile: (415) 544-4757
E-Mail: victoria.wong@sfgov.org

7
8 Nossaman LLP
Clothilde V. Hewlett (CA 93356)
9 F. Gale Connor (CA 131994)
Michael G. Thornton (CA116711)
10 50 California Street, 34th Floor
San Francisco, CA 94111
11 Telephone: (415) 398-3600
12 Facsimile: (415) 398-2438
gconnor@nossaman.com

13 Attorneys for Plaintiff
14 CITY AND COUNTY OF SAN FRANCISCO

15
16 SUPERIOR COURT OF THE STATE OF CALIFORNIA
17 FOR THE COUNTY OF ALAMEDA
18

19 CITY AND COUNTY OF SAN FRANCISCO,
20 municipal corporation,

21 Plaintiff,

22 vs.

23 KENNETH PAUL MACKIN and JANICE
24 MACKIN, husband and wife, as tenants in
common; PACIFIC GAS & ELECTRIC
25 COMPANY, a California corporation;
FREMONT BANK; and DOES 1 through 100,
26 inclusive,

27 Defendants.
28

Case No: RG10516566

APN: 096-0001-020-03

STIPULATION FOR ENTRY OF
JUDGMENT IN CONDEMNATION

1 IT IS HEREBY STIPULATED by and among Plaintiff City and County of San Francisco,
2 a municipal corporation (the "City") and Defendants Kenneth Paul Mackin and Janice Mackin,
3 husband and wife, as tenants in common ("Mackins") and Pacific Gas & Electric Company, a
4 California corporation ("PG&E"), as follows:

5 1. **Property To Be Condemned.** The property condemned by the City in this
6 action is a portion of a larger parcel of property, approximately 84 acres in size, owned by
7 Kenneth Paul Mackin and Janice Mackin, husband and wife, as tenants in common, located at
8 7484 Sheridan Road, Sunol, California, APN: 096-0001-020-03 (the "Larger Parcel"). The
9 property to be acquired by the City is identified as follows: a temporary construction easement
10 ("TCE") for a duration of twenty-four (24) months with the option for an extension of up to six
11 (6) months, in a portion of the Larger Parcel, approximately 82,630 square feet in size (the
12 "Subject Property"). The Subject Property is more particularly described in the Judgment of
13 Condemnation attached hereto as Exhibit A.

14 2. **Use of the Subject Property.** The Subject Property is being acquired by the
15 City to use for purposes of constructing the San Francisco Public Utilities Commission Water
16 System Improvement Program-Funded Project CUW35901, New Irvington Tunnel Project,
17 which will improve the regional water supply system (the "Project").

18 (a) **Right of Entry.** The City and its agents, employees, contractors or
19 subcontractors shall have the right to come onto the Subject Property,
20 prior to the commencement of the TCE Term (as defined below) for
21 purposes of conducting preliminary tests to determine the permeability of
22 subsurface soil and rock formations pursuant to a Right of Entry
23 Agreement executed by the City and the Mackins concurrently herewith;

24 (b) **Duration of Temporary Construction Easement.** The City will provide the
25 Mackins thirty (30) days' advance written notice identifying the date upon
26 which activities in the Subject Property will commence ("Commencement
27 Date") with the expectation that the TCE will expire on the last day of the
28 twenty-fourth (24th) full calendar month after the Commencement Date

1 (the "TCE Term") unless not less than ten (10) days prior to the expiration
2 of the TCE Term, the City provides the Mackins with written notice of its
3 intent to extend the Term and the length of time for said extension (the
4 "Extension Notice"). Additional Extension Notices may be given so long
5 as the total cumulative period of the extensions does not to exceed six (6)
6 months (the "Extension Term"); the foregoing notwithstanding, in no event
7 shall the Commencement Date be later than March 30, 2011; and

8 (c) Non-Interference with PG&E. City acknowledges that PG&E is the holder
9 of multiple easements of records for lines of towers for electrical
10 transmission purposes and one easement of record for a pipeline or
11 pipelines for conveying gas, together with a right of ingress and egress
12 from said rights of way, all within the Subject Property. The City
13 covenants and agrees that its use of the Subject Property will not
14 unreasonably interfere with or impair the continuance of the
15 aforementioned uses by PG&E and the parties hereto agree that the City's
16 use of the Subject Property is a compatible use with that of PG&E.

17 (d) Use and Restoration of Subject Property. The Subject Property will be
18 used as a construction staging area and to store, use and stage
19 construction trailers, equipment, vehicles, machinery, tools, materials,
20 supplies and excavated soils in connection with the construction of the
21 Project, together with such improvements, repairs and maintenance of the
22 Subject Property, including grading, installation of paving and/or crushed
23 rock, fencing, management of vegetation and other activities reasonably
24 necessary for said uses and for the installation and operation of
25 dewatering wells. At the expiration of the TCE Term the City and its
26 contractor(s) shall remove from the Subject Property any materials,
27 equipment or temporary structures placed there during the TCE Term and
28 restore the property to substantially the same condition as it was in at the

1 commencement of the TCE Term. The foregoing notwithstanding,
2 dewatering wells will be left in place but decommissioned, backfilled and
3 sealed in compliance with applicable governmental regulations and
4 permits.

5 3. **Amount of Compensation.** The parties hereto agree that the Mackins shall be
6 entitled to the sum of Sixty-Three Thousand and Twenty Dollars (\$63,020.00) as Total
7 Compensation (as that term is defined below) for the taking hereunder and for all of the
8 damages and claims for damages herein specified. The "Total Compensation" shall be the
9 total and full amount of compensation to which the Mackins are entitled for any claims by
10 reason of the taking hereunder including, without limitation, those for the fair market value of
11 the property, loss of goodwill, loss of income, profits or rents, precondemnation damages,
12 severance damages of all and any kind and any and all other claims for damages, attorneys'
13 fees, litigation expenses, interest, costs and recoverable costs of suit. The foregoing
14 notwithstanding, at the time City gives an Extension Notice (if at all), the City shall also tender
15 to the Mackins additional compensation for the Extension Term, calculated at the rate of Nine
16 Hundred Dollars and 00/100 (\$900.00) per month (the "Extension Consideration"). Receipt by
17 the Mackins of the Extension Consideration is a condition precedent to the right of the City to
18 continue to occupy the Subject Property during any Extension Term. Except as otherwise set
19 forth hereinabove, no other party to this litigation shall be entitled to compensation hereunder.

20 4. **Judgment and Final Order of Condemnation.** Based on the settlement and
21 compromise described above, and pursuant to this stipulation, the Court may immediately
22 make and enter a Judgment of Condemnation in the form set forth in Exhibit A. Upon receipt
23 of the Total Compensation, as hereinabove defined, counsel for the Mackins shall sign,
24 approving as to form, a Final Order of Condemnation in the form set forth in Exhibit B.

25 5. **Counterparts.** This Stipulation may be executed in counterparts, each of which
26 shall be deemed an original, but which together shall be deemed one entire stipulation and
27 agreement.
28

1 6. Headings. The descriptive headings of this stipulation are for convenience only,
2 and shall not control or effect the meaning or construction of any of the provisions hereof.

3 7. Construction. The parties hereto acknowledge that each party and his, her or
4 its counsel have reviewed this stipulation and that the normal rule of construction to the effect
5 that any ambiguities are to be resolved against the drafting party is inapplicable and shall not
6 be employed in the interpretation of this stipulation. This stipulation shall be interpreted under
7 the laws of the State of California.

8 8. Complete Agreement. The parties agree that this is the full and entire
9 agreement between them, that it supersedes any prior or contemporaneous written or oral
10 agreements, promises, or representations, and that it may be amended only by a writing
11 executed by each of the parties hereto.

12 9. Survival of Stipulation. The provisions of this stipulation shall survive the Entry
13 of Judgment of Condemnation and the final Order of Condemnation.

14 IT IS SO STIPULATED:

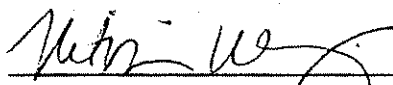
15 Dated: October 26, 2010

CITY AND COUNTY OF SAN FRANCISCO

16 By: 

17 Its: Director of Property
18 APPROVED AS TO FORM:

19 Dennis J. Herrera, City Attorney

20 By: 

21 Name: VICTORIA WONG
22 Deputy City Attorney

23 OWNERS:

24 Dated: October __, 2010

25 By: _____
26 Kenneth Paul Mackin

27 Dated: October __, 2010

28 By: _____
Janice Mackin

1 6. Headings. The descriptive headings of this stipulation are for convenience only,
2 and shall not control or effect the meaning or construction of any of the provisions hereof.

3 7. Construction. The parties hereto acknowledge that each party and his, her or
4 its counsel have reviewed this stipulation and that the normal rule of construction to the effect
5 that any ambiguities are to be resolved against the drafting party is inapplicable and shall not
6 be employed in the interpretation of this stipulation. This stipulation shall be interpreted under
7 the laws of the State of California.

8 8. Complete Agreement. The parties agree that this is the full and entire
9 agreement between them, that it supersedes any prior or contemporaneous written or oral
10 agreements, promises, or representations, and that it may be amended only by a writing
11 executed by each of the parties hereto.

12 9. Survival of Stipulation. The provisions of this stipulation shall survive the Entry
13 of Judgment of Condemnation and the final Order of Condemnation.

14 IT IS SO STIPULATED:

15 Dated: October __, 2010

CITY AND COUNTY OF SAN FRANCISCO

16
17 By: _____

18 Its: _____

19 APPROVED AS TO FORM:

20 Dennis J. Herrera, City Attorney

21 By: _____

22 Name: _____

23 Deputy City Attorney

24 OWNERS:

25
26 Dated: October 19, 2010

27 By: Kenneth Paul Mackin
 Kenneth Paul Mackin

28 Dated: October 19, 2010

 By: Janice Mackin
 Janice Mackin

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Dated: October 20, 2010.

APPROVED AS TO FORM:
Law Offices of Michael H. Weed

By: Michael H. Weed
Michael H. Weed
Attorneys for Kenneth Paul Mackin and
Janice Mackin

Dated: October __, 2010

PACIFIC GAS & ELECTRIC COMPANY

By: _____
Its: _____

APPROVED AS TO FORM:
Law Offices of Dennis G. Mesina

By: _____
Dennis G. Mesina,
Attorneys for Pacific Gas & Electric Company

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Dated: October __, 2010

APPROVED AS TO FORM:
Law Offices of Michael H. Weed

By: _____
Michael H. Weed
Attorneys for Kenneth Paul Mackin and
Janice Mackin

Dated: October 18, 2010

PACIFIC GAS & ELECTRIC COMPANY

By:  _____
Robert L. Jones
Manager, Land Management

APPROVED AS TO FORM:
Law Offices of Dennis G. Mesina

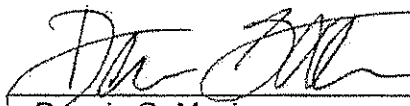
By:  _____
Dennis G. Mesina,
Attorneys for Pacific Gas & Electric Company

EXHIBIT A

Exempt from Filing Fees per
Government Code § 6103

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City Attorney
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VICTORIA WONG (CA 214289)
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gconnor@nossaman.com

Attorneys for Plaintiff
CITY AND COUNTY OF SAN FRANCISCO

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

CITY AND COUNTY OF SAN FRANCISCO,
municipal corporation,

Plaintiff,

vs.

KENNETH PAUL MACKIN and JANICE
MACKIN, husband and wife, as tenants in
common; PACIFIC GAS & ELECTRIC
COMPANY, a California corporation;
FREMONT BANK; and DOES 1 through 100,
inclusive,

Defendants.

Case No: RG10516566

APN: 096-0001-020-03

JUDGMENT OF CONDEMNATION

1 Plaintiff CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the "City")
2 and Defendants KENNETH PAUL MACKIN and JANICE MACKIN, husband and wife, as
3 tenants in common (the "Mackins") and Defendant PACIFIC GAS & ELECTRIC COMPANY, a
4 California corporation ("PG&E"), have heretofore entered into a Stipulation for Entry of
5 Judgment in Condemnation and Final Order of Condemnation (the "Stipulation"), fully, finally
6 and forever settling this action.

7 The City, the Mackins and PG&E agreed in said Stipulation that the Court may make
8 and enter this Judgment of Condemnation and that the property to be condemned shall be the
9 property more particularly described and depicted in the complaint in this action and
10 Exhibit "A," attached hereto and incorporated herein by this reference.

11 Based on the foregoing facts, and this Stipulation among the parties, and all of the
12 records, papers and files herein, and good cause appearing therefore,

13 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the City and County of
14 San Francisco shall have judgment against Kenneth Paul Mackin and Janice Mackin, husband
15 and wife, as tenants in common; Pacific Gas & Electric Company, a California corporation; and
16 all other persons, condemning a temporary construction easement ("TCE") with the option for
17 an extension of up to six (6) months in the Subject Property for purposes of constructing the
18 San Francisco Public Utilities Commission Water System Improvement Project – Funded
19 Project CUW35901, New Irvington Tunnel Project. The City shall provide the Mackins thirty
20 (30) days advance written notice identifying the date upon which the activities in the Subject
21 Property will commence ("Commencement Date") and the TCE will expire on the last day of
22 the twenty-fourth (24th) full calendar month after the Commencement Date ("TCE Term"),
23 unless not less than ten (10) days prior to the expiration to the TCE Term, the City provides the
24 Mackins with written notice of its intent to extend the term (the "Extension Notice") for a period
25 not to exceed six (6) months ("Extension Term") as more fully set forth in the Stipulation. As
26 set forth in the Stipulation, in no event shall the Commencement Date be later than March 30,
27 2011.

1 IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that the Total
2 Compensation to the Mackins shall be Sixty-Three Thousand and Twenty Dollars (\$63,020.00)
3 which shall be paid by the City within thirty (30) days after entry of judgment. In addition to the
4 foregoing, if the City gives its Extension Notice, the City shall also tender to the Mackins
5 additional compensation for the Extended Term, calculated at the rate of Nine Hundred
6 Dollars (\$900.00) per month (the "Extension Consideration"). Receipt by the Mackins of the
7 Extension Consideration is a condition precedent to the right of the City to continue to occupy
8 the Subject Property during any Extension Term.

9 IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that the total sum
10 of Sixty-Three Thousand Twenty Dollars and 00/100 (\$63,020.00) now on deposit with the
11 Treasury of the State of California be distributed to the City and County of San Francisco and
12 the State Treasurer is hereby directed to cause a warrant to be drawn on the condemnation
13 deposit fund for such sum and the State Treasurer is directed to pay the same with the warrant
14 to be mailed to the City and County of San Francisco, City Hall, Room 324, 1 Doctor Carlton B,
15 Goodlett Place, San Francisco, CA 94102, attention: Vicki Wong, Deputy City Attorney.

16 IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that the City's use
17 of the Subject Property shall not unreasonably interfere with or impair PG&E's continued uses
18 of the Subject Property as described in the stipulation and that the City's use of the Subject
19 Property is a compatible use with that of PG&E.

20 IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to
21 the Disclaimer of Interest of Fremont Bank, having been filed on July 24, 2010, said Defendant
22 shall not be entitled to any portion of the Total Compensation paid in accordance herewith.

23 Dated: _____, 2010

24
25 _____
26 Judge of the Superior Court
27
28



February 9, 2009

EXHIBIT "A"
LEGAL DESCRIPTION
Property I.D. No. IV18
SFPUC NEW IRVINGTON TUNNEL
Temporary Construction Easement
(51-Month Duration)

IV18-03 Temporary Construction Easement

All that real property situate in the City of Sunol, County of Alameda, State of California, more particularly described as follows:

Being a portion of the land described in that certain Grant Deed recorded on September 19, 1990 as Document Number 90249385, Official Records, Alameda County, State of California, being a 100 foot wide strip of land 50 feet on each side of the following described centerline:

BEGINNING at a post marked "V No. 3" at the northwesterly corner of Survey "V" of the official connected plat of the Ex-Mission of San Jose, granted to James Ferrater, by patent dated December 27, 1867, recorded February 17, 1868, in Book "A" of patents, page 269, Alameda County Records;

thence along the northerly line of said Survey "V", South 88°14'20" East, 213.84 feet to the intersection with the northeasterly right-of-way line of Sheridan Road, being also known as Alameda County Road Number 2640, said intersection being the northwest corner of the land described in said deed recorded on September 19, 1990 as Document Number 90249385, Official Records, Alameda County;

thence along the northeasterly right-of-way line of said road the following two courses, South 26°13'30" East, 247.40 feet;

thence South 37°50'10" East, 289.11 feet to the **TRUE POINT OF BEGINNING**, of said centerline;

thence leaving said northeasterly right-of-way line, North 80°02'32" East, 828.30 feet;

the side lines of said strip of land to be lengthened or shortened to terminate in said northeasterly right-of-way line of Sheridan Road, Containing an area of 82,630 square feet or 1.90 acres, more or less.

All bearings and distances shown on this Exhibit are based upon the North American Datum of 1983 (NAD 83), California Coordinate System, Zone III, Epoch 1991.35. All distances shown hereon are grid distances. To convert to ground distance, multiply expressed distances by 1.0000877. Areas shown are calculated using grid distances. To convert to ground area, multiply the expressed area by 1.0001754.

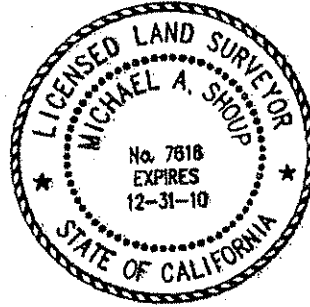
A plat showing the above-described parcel is attached herein and made a part hereof as Exhibit "B".



This description was prepared by me or under my direction in conformance with the Professional Land Surveyors' Act.

Michael A. Shoup 02-09-09

Michael A. Shoup, PLS 7616
License Expires 12/31/2010



END OF DESCRIPTION

EXHIBIT "B"

P.O.B.
NORTHWEST CORNER
OF SURVEY "V", POST
MARKED "V NO. 3"

LANDS OF ROSE ANDRADE AND HACHMAN
DOC NO 2001157290
APN 096-0001-019

S88°14'20"E
213.84'

LANDS OF
LOEFFLER
RE 3883 IM
254 DOC NO
95135359
APN
086-0001-020-26

S 26°13'30" E
247.40'

S 37°50'10" E
289.11'

"T"-LINE HETCH
HETCHY AQUEDUCT

T.P.O.B.

N 80°02'32" E 826.30'

100' WIDE TEMPORARY
CONSTRUCTION EASEMENT
AREA = 82,630 SQ.FT. ±
AREA = 1.90 ACRES ±

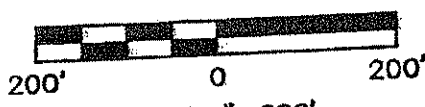
PROPOSED C/L OF
NEW IRVINGTON TUNNEL

100' 50'

LANDS OF PHELPS
DOC NO 98162323
APN 096-0001-020-27

SHERIDAN ROAD
COUNTY ROAD
2840 (40' WIDE)

LANDS OF MACKIN
DOC NO 90249385
APN 096-0001-020-03



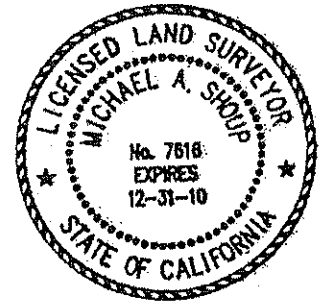
SCALE 1"=200'



LEGEND

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|----------|-------------------------|
| APN | ASSESSORS PARCEL NUMBER |
| C/L | CENTERLINE |
| DOC NO | DOCUMENT NUMBER |
| O.R. | OFFICIAL RECORDS |
| P.O.B. | POINT OF BEGINNING |
| T.P.O.B. | TRUE POINT OF BEGINNING |
| RE IM | REEL IMAGE |

Michael A. Shoup
02-09-09



255 SHORELINE DR
SUITE 200
REDWOOD CITY, CA 94085
850-482-8300
850-482-8399 (FAX)

Subject **HETCH HETCHY CORRIDOR**
PROPERTY I.D. **IV16-03**
Job No. **20080212-04**
By **RCS** Date **2-09-09** Chkd. _____
SHEET **1** OF **1**

EXHIBIT B

Exempt from Filing Fees per
Government Code § 6103

1
2 DENNIS J. HERRERA (CA 139669)
City Attorney
3 THOMAS S. LAKRITZ (CA 161234)
4 VICTORIA WONG (CA 214289).
Deputy City Attorneys
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15 CITY AND COUNTY OF SAN FRANCISCO

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA
17 FOR THE COUNTY OF ALAMEDA
18

19
20 CITY AND COUNTY OF SAN FRANCISCO,
municipal corporation,

21 Plaintiff,

22 vs.
23

24 KENNETH PAUL MACKIN and JANICE
MACKIN, husband and wife, as tenants in
25 common; PACIFIC GAS & ELECTRIC
COMPANY, a California corporation;
26 FREMONT BANK; and DOES 1 through 100,
inclusive,

27 Defendants.
28

Case No: RG10516566

APN: 096-0001-020-03

FINAL ORDER OF CONDEMNATION

1 Judgment and Condemnation having been entered in the above-entitled action on
2 August __, 2010, in the Office of the County Clerk, of the County of Alameda, State of
3 California, and it appearing to the satisfaction of the Court, that Total Compensation due and
4 owing under said Judgment has been paid by Plaintiff, City and County of San Francisco in
5 accordance with the Stipulation for Judgment and Condemnation on file herein.

6 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT the real property
7 located in the City of Sunol, County of Alameda, State of California, more particularly
8 described in Exhibit A attached hereto, is hereby condemned to Plaintiff City and County of
9 San Francisco as a temporary construction easement commencing no later than March 30,
10 2011 for a duration of twenty-four (24) months with the option for an extension of up to six (6)
11 months on the payment of the Extension Consideration specified in the Judgment.

12 IT IS FURTHER ORDER, ADJUDGED AND DECREED THAT upon the recording of a
13 certified copy of this Final Order of Condemnation with the County Recorder of the County of
14 Alameda, State of California, the temporary construction easement as described in Exhibit A,
15 shall vest in Plaintiff City and County of San Francisco, its successors and assigns.

16 Dated: _____

17
18 _____
19 Judge of the Superior Court

20
21 APPROVED AS TO FORM:

22 Dated: _____, 2010

Law Offices of Michael H. Weed

23
24 By: _____
25 Michael H. Weed
26 Attorneys for Kenneth Paul Mackin and
27 Janice Mackin
28

