

BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
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MEMORANDUM

BUDGET AND FINANCE COMMITTEE

SAN FRANCISCO BOARD OF SUPERVISORS

TO: Supervisor Malia Cohen, Chair
Budget and Finance Committee

FROM: Linda Wong, Assistant Clerk

DATE: September 14, 2018

SUBJECT: **COMMITTEE REPORT, BOARD MEETING**
Tuesday, September 18, 2018

The following file should be presented as a **COMMITTEE REPORT** at the Board meeting on Tuesday, September 18, 2018, at 2:00 p.m. This item was acted upon at the Committee Meeting on Thursday, September 13, 2018, at 10:00 a.m., by the votes indicated.

Item No. 25 File No. 180830

Resolution approving and authorizing the sale to Alameda County for \$2,457 of an easement on City and County of San Francisco property under the jurisdiction of the San Francisco Public Utilities Commission (SFPUC) consisting of one approximately 5,484-square-foot road area and one approximately 22,548-square-foot slope area on and above Calaveras Road in Sunol, California; adopting findings that the grant of the easement is consistent with the General Plan, and the eight priority policies of Planning Code, Section 101.1; adopting findings under Administrative Code, Section 23.3, that offering the easement for sale through competitive bidding would be impractical; and authorizing the General Manager of the SFPUC or the Director of Property to execute documents, make certain modifications, and take certain actions in furtherance of this Resolution, as defined herein.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor Malia Cohen - Aye
Supervisor Sandra Lee Fewer - Aye
Supervisor Catherine Stefani - Aye

c: Board of Supervisors
Angela Calvillo, Clerk of the Board
Jon Givner, Deputy City Attorney
Alisa Somera, Legislative Deputy Director

File No. 180830

Committee Item No. 6

Board Item No. 25

COMMITTEE/BOARD OF SUPERVISORS AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date September 13, 2018

Board of Supervisors Meeting

Date September 18, 2018

Cmte Board

- | | | |
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| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
| <input checked="" type="checkbox"/> | <input checked="" 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 |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Contract/Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
| <input type="checkbox"/> | <input type="checkbox"/> | Public Correspondence |

OTHER (Use back side if additional space is needed)

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|-------------------------------------|-------------------------------------|--------------------------------|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>SFPUC Resolution</u> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>PowerPoint Presentation</u> |
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Completed by: Linda Wong

Date September 7, 2018

Completed by: Linda Wong

Date September 14, 2018

1 [Sale of Easement - Portion of San Francisco Public Utilities Commission Parcel 75
2 (Calaveras Road in Sunol, California) - Alameda County - \$2,457]

3 **Resolution approving and authorizing the sale to Alameda County for \$2,457 of an**
4 **easement on City and County of San Francisco property under the jurisdiction of the**
5 **San Francisco Public Utilities Commission (SFPUC) consisting of one approximately**
6 **5,484-square-foot road area and one approximately 22,548-square-foot slope area on**
7 **and above Calaveras Road in Sunol, California; adopting findings that the grant of the**
8 **easement is consistent with the General Plan, and the eight priority policies of**
9 **Planning Code, Section 101.1; adopting findings under Administrative Code, Section**
10 **23.3, that offering the easement for sale through competitive bidding would be**
11 **impractical; and authorizing the General Manager of the SFPUC or the Director of**
12 **Property to execute documents, make certain modifications, and take certain actions in**
13 **furtherance of this Resolution, as defined herein.**

14
15 WHEREAS, The City and County of San Francisco ("City") owns in fee certain real
16 property under the jurisdiction of the San Francisco Public Utilities Commission ("SFPUC")
17 known as SFPUC Parcel No. 75 ("Parcel 75") in Alameda County, California and which
18 includes Calaveras Road in Sunol, California; and

19 WHEREAS, Alameda County maintains a portion of Calaveras Road on Parcel 75
20 pursuant to an easement from the City's predecessor-in-interest, Spring Valley Water
21 Company, dated November 16, 1921 ("1921 Easement"); and

22 WHEREAS, In 2011, the SFPUC began building a replacement dam and spillway
23 immediately downstream from the existing Calaveras Dam ("Project") to protect public health
24 and safety and Calaveras Road is the main access road for the Project construction

1 contractor ("Contractor") to transport large equipment and materials to and from the Project
2 site; and

3 WHEREAS, On January 10, 2017, a landslide resulting from a natural storm event
4 occurred on the downslope edge of an approximately 100-foot section of Calaveras Road on
5 Parcel 75, making the road impassable to the Contractor and to the public; and

6 WHEREAS, On April 4, 2017, by Resolution No. 110-17, the Board of Supervisors
7 approved an SFPUC emergency declaration pursuant to Section 6.60 of the Administrative
8 Code authorizing the SFPUC to direct the Contractor to construct a bypass road upslope of
9 the landslide area ("New Road Alignment") so that the Project could continue without further
10 delay; and

11 WHEREAS, To protect the New Road Alignment, the Contractor also stabilized the
12 slope above the New Road Alignment and installed slope monitoring equipment ("Stabilized
13 Slope"); and

14 WHEREAS, A new easement is required because the repairs moved the road further
15 into the hillside off of the 1921 Easement, requiring a grant of additional area for the New
16 Road Alignment and Stabilized Slope; and

17 WHEREAS, City desires to convey a new easement to Alameda County, that does not
18 overlap with the 1921 Easement, to transfer to Alameda County the maintenance and repair
19 obligation, risk, and liability associated with the Stabilized Slope and public use of the New
20 Road Alignment; and

21 WHEREAS, The proposed new easement covers 1) the New Road Alignment area,
22 consisting of approximately 5,484-square-feet on Calaveras Road, and 2) the Stabilized
23 Slope, consisting of approximately 22,548-square-feet above and adjacent to Calaveras Road
24 ("New Easement"); and

1 WHEREAS, Alameda County has agreed to accept the New Road Alignment and
2 Stabilized Slope as-is, without warranties, and desires to acquire the New Easement; and

3 WHEREAS, The SFPUC's Bureau of Environmental Management, consistent with the
4 delegation agreement from the San Francisco Planning Department, determined that this
5 action does not constitute a "project" under California Environmental Quality Act Guidelines,
6 Section 15378 because there would be no physical change to the environment; and

7 WHEREAS, By letter dated July 23, 2018, the San Francisco Planning Department
8 found this action consistent with the General Plan, and eight priority policies of Planning
9 Code, Section 101.1 ("General Plan Findings"), a copy of which is on file with the Clerk of the
10 Board under File No. 180830, which is incorporated herein by this reference; and

11 WHEREAS, Under Administrative Code, Chapter 23.3, the Board may authorize sale of
12 the New Easement without advertisement, public auction, or competitive bidding process if it
13 determines that an advertisement, public auction, or competitive bidding process is
14 impractical, impossible, or is otherwise not in the public interest; and

15 WHEREAS, By Resolution No. 18-0129 adopted on July 24, 2018, a copy of which is
16 on file with the Clerk of the Board under File No. 180830, which is incorporated herein by this
17 reference, the SFPUC approved the proposed sale of the New Easement by authorizing the
18 SFPUC General Manager, subject to Board approval, to negotiate and execute a Purchase
19 and Sale Agreement ("Agreement") whereby Alameda County will purchase the New
20 Easement from the City, and City will agree to convey the New Easement to Alameda County
21 via an easement agreement in the form attached to the Agreement ("Easement Agreement");
22 and

23 WHEREAS, The SFPUC General Manager, in consultation with the Director of
24 Property and the Office of the City Attorney, has negotiated with Alameda County the
25 proposed terms of the Agreement and the Easement Agreement, on file with the Clerk of the

1 Board under File No. 180830, which is incorporated herein by this reference, and is
2 considered part of the record before this Board; and

3 WHEREAS, Pursuant to City Administrative Code, Chapter 23.3, an Appraisal is only
4 required when the Director of Property determines that the fair market value for real property
5 that City intends to acquire or convey exceeds \$10,000; and

6 WHEREAS, The Director of Property determined the fair market value of the New
7 Easement to be \$2,457; now, therefore, be it

8 RESOLVED, That the Board adopts as its own and incorporates by reference as
9 though fully set forth herein the General Plan Findings; and, be it

10 FURTHER RESOLVED, That the Board finds that offering the New Easement for sale
11 by competitive bidding is impractical because Alameda County has the power of eminent
12 domain over the property being conveyed, Alameda County is willing to pay fair market value
13 for the New Easement, and Alameda County is the only potential purchaser of the New
14 Easement for roadway and slope protection purposes; and, be it

15 FURTHER RESOLVED, That in accordance with the recommendations of the SFPUC
16 and the Director of Property, the Board hereby approves the Agreement and the transaction
17 contemplated thereby in substantially the form presented to the Board; and, be it

18 FURTHER RESOLVED, That the Board authorizes the Director of Property and/or the
19 SFPUC General Manager to enter into any additions, amendments, or other modifications to
20 the Agreement and Easement Agreement (including, without limitation, the attached exhibits)
21 that the Director of Property and/or the SFPUC General Manager determines are in the best
22 interest of the City, do not materially increase the obligations or liabilities of the City, and are
23 necessary or advisable to complete the transaction contemplated in the Agreement and
24 effectuate the purpose and intent of this Resolution, such determination to be conclusively
25

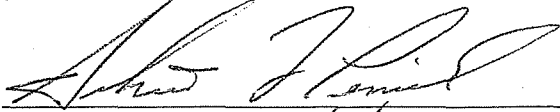
1 evidenced by the execution and delivery by the Director of Property or the SFPUC General
2 Manager of the Agreement and any additions or amendments thereto; and, be it

3 FURTHER RESOLVED, That the Director of Property and/or the SFPUC General
4 Manager is hereby authorized and urged, in the name and on behalf of the City, to execute
5 the Agreement with Alameda County in accordance with the terms and conditions of the
6 Agreement, and to take all steps (including, but not limited to, the execution and delivery of all
7 certificates, agreements, notices, consents, escrow instructions, closing documents and other
8 instruments or documents) as the Director of Property and/or the SFPUC General Manager
9 deems necessary or appropriate pursuant to the Agreement, or to otherwise effectuate the
10 purpose and intent of this Resolution, such determination to be conclusively evidenced by the
11 execution and delivery by the Director of Property and/or the SFPUC General Manager.

12 FURTHER RESOLVED, That upon execution of the Agreement, the SFPUC shall
13 transmit to the Clerk of the Board a copy of the Agreement, for inclusion in File No. 180830.

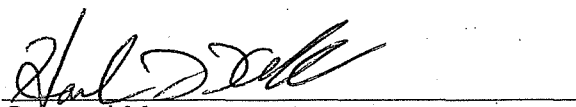
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RECOMMENDED:



Director of Property *8/24/18*
Real Estate Division

RECOMMENDED:



General Manager
San Francisco Public Utilities Commission

Calaveras Dam Rebuild file
New robotic Deed for
Calaveras
Road

668 DEED	SPRING VALLEY WATER CO. (a corporation) to COUNTY OF ALAMEDA	Dated Nov 16, 1921.	<i>Recorded Jan 30, 1922 Book 148 Official Records of Alameda County page 850.</i>	DEED 668 ENGR LAND FILE S. F. W. Co.
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DESCRIPTION CORRECT

J. E. Flinn
ENGINEERING DEPT. S. V. W. Co.

THIS INSTRUMENT, made this *Fifteenth* day of November
A. D. 1921 by and between

SPRING VALLEY WATER COMPANY

a corporation, duly organized and existing under and by virtue
of the laws of the STATE OF CALIFORNIA and having its principal
place of business in the City and County of San Francisco in
said State, the party of the first part, and

DEED

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COUNTY OF ALAMEDA

ENGR LAND FILE
S. V. W. Co.

a political sub-division of the State of California and a body
corporate and politic, the party of the second part -

WITNESSETH:-

That the said party of the first part in
consideration of the sum of \$10,000 lawful money of the United
States of America, the receipt of which is hereby acknowledged
and in consideration of the location and establishment of a
public highway along the hereinafter described center line, and
in further consideration of the closing and abandonment by said
party of the second part of the roads or portions of roads
approaching the Calaveras Reservoir of said party of the first
part altered and replaced by the right of way hereby granted,
does hereby, grant, bargain, sell, convey and confirm unto said
party of the second part and its successors in interest forever,
an easement or right of way for the use and purpose of a public
highway and County Road over the property of the party of the
first part situate in the County of Alameda, State of California,
said surface easement being of a uniform width of fifty (50) feet, lying

1138177

twenty-five (25) feet on each side of the following described center line to-wit:-

Commencing at a 2" x 2" stake station "0" buried 2 inches under surface of road at the intersection of center lines of Calaveras-Sunol road and New Calaveras Milpitas Road, from which stake a bread in bench in a Sycamore tree 7 feet in diameter bears south 36° 55' east 22.87 feet, and a 2" x 2" stake in fence bears north 35° 55' west, 36.44 feet, and 2" x 2" stake buried 2 inches under surface in center line of said New Milpitas road bears south 14° 25' west 100.00 feet; thence following along the center line of the present graded Calaveras-Sunol Road by the following courses and distances; from Station 0, North 2° 05' west 154.9 feet, to Station 1, north 11° 55' west 276.1 feet to Station 2, north 19° 22' west 223.0 feet to Sta. 3, north 14° 25' west 110.0 feet to Station 4, north 4° 20' west 134.0 feet to Station 5, north 24° 02' west 114.9 feet to Station 6, north 7° 43' west 101.2 feet to Station 7, north 11° 25' west 165.3 feet to Station 8, north 1° 54' west 126.2 feet to Station 9, north 5° 22' east 103.3 feet to Station 10, north 11° 22' east 128.6 feet to Station 11 and north 4° 40' west, 62.0 feet to an iron bolt buried in road Station 12 from which a 1 1/2" x 2" Oak Stake bears South 49° 48' East and a nail (the center nail of a cluster of 5-66 nails in P.G. & N. Pole #6/7) bears North 49° 48' west; thence north 11° 27' west 438.6 feet to Station 13, north 17° 56' west 104.1 feet to Station 14, North 26° 35' west 476.8 feet to Station 15, north 35° 10' west 90.8 feet to Station 16, north 41° 30' west 105.0 feet to Station 17, north 53° 01' west 85.7 feet to Station 18, north 74° 54' west 91.8 feet to Station 19, north 14° 32' west 253.5 feet to Station 20, north 26° 32' west 93.6 feet to Station 21, north 31° 15' west 90.3 feet to Station 22, north 74° 51' west 135.5

DEED

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ENGR LAND FILE
S. F. D.

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feet to Station 23, south $88^{\circ} 26'$ west 119.5 feet to Station 24,
 north $62^{\circ} 52'$ west 50.2 feet to Station 25, north $10^{\circ} 40'$ west
 50.5 to Station 26, north $12^{\circ} 28'$ east 69.1 feet to Station 27,
 north $5^{\circ} 25'$ east 55.0 feet to Station 28, north $23^{\circ} 35'$ west
 62.9 feet to Station 29, north $38^{\circ} 29'$ west 72.9 feet to Station
 30, north $50^{\circ} 38'$ west 78.3 feet to Station 31, north $43^{\circ} 42'$
 west 78.8 feet to Station 32, north $51^{\circ} 01'$ west 65.6 feet to
 Station 33, north $51^{\circ} 41'$ west 69.0 feet to Station 34, north
 $52^{\circ} 15'$ west 58.0 feet to Station 35, north $69^{\circ} 55'$ west 142.0
 feet to Station 36, north $62^{\circ} 19'$ west 114.7 feet to Station 37
 north $69^{\circ} 07'$ west 156.1 feet to Station 38, north $49^{\circ} 45'$ west
 60.6 feet to Station 39 north $13^{\circ} 04'$ west 44.6 feet to Station
 40 and north $15^{\circ} 55'$ east 54.8 feet to a 2" x 2" stake Station
 41 buried in road 10 feet south of Lyden Creek Bridge from which
 a brad in bench on Sycamore tree 14 inches in diameter bears
 South $52^{\circ} 20'$ east 25.20 feet and a brad in bench on Alder tree
 18" in diameter bears north $52^{\circ} 20'$ west 24.57 feet; thence
 north $59^{\circ} 56'$ East 57.8' to Station 42; thence north $38^{\circ} 23'$
 east 80.1 feet to Station 43, north $80^{\circ} 14'$ east 104.7 feet to
 Station 44 north $84^{\circ} 43'$ east 122.8 feet to Station 45, south
 $82^{\circ} 57'$ east 79.0 feet to Station 46, South $76^{\circ} 28'$ East 144.6
 feet to Station 47, South $87^{\circ} 52'$ east 65.2 feet to Station 48,
 north $64^{\circ} 42'$ East 73.2 feet to Station 49, north $66^{\circ} 46'$ east
 83.1 feet to Station 50, north $67^{\circ} 43'$ east 94.2 feet to Station 51
 north $62^{\circ} 23'$ east 94.0 feet to Station 52, north $50^{\circ} 48'$ east
 52.6 feet to Station 53, north $48^{\circ} 40'$ east 77.5 feet to Station
 54, north $50^{\circ} 35'$ east 47.2 feet to Station 55, north $55^{\circ} 56'$
 east 51.3 feet to Station 56 and north $49^{\circ} 21'$ east 44.5 feet
 to a 2" x 2" stake, Station 57, buried in road from which a
 brad in blaze on Oak tree 3 feet in diameter bears south 47°
 $02'$ east 89.54 feet and a brad in blaze on Oak Tree 8 inches in
 diameter bears north $11^{\circ} 05'$ east 99.95 feet and a 2" x 2" stake
 bears north $47^{\circ} 02'$ west 43.09 feet and also the Southwest corner
 of the North East 1/4 of Section 11 Township 5 South Range 1

DEED

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ENGR LAND FILE
S. F. W. D.

East bears North $21^{\circ} 55' 30''$ east 676.21 feet, said south west corner being also the south west corner of lands now or formerly belonging to Pat Geary Et. Uz; thence north $15^{\circ} 45'$ East 54.2 feet to Station 58, north $28^{\circ} 02'$ West 50.7 feet to Station 59, north $61^{\circ} 17'$ west 64.2 feet to Station 60, north $51^{\circ} 04'$ west 55.8 feet to Station 61, north $60^{\circ} 08'$ west 66.7 feet to Station 62, north $65^{\circ} 50'$ west 60.2 feet to Station 63, north $61^{\circ} 48'$ west 65.0 feet to Station 64, north $55^{\circ} 31'$ west 66.1 feet to Station 65, north $69^{\circ} 50'$ west 45.2 feet to Station 66, north $78^{\circ} 20'$ west 66.9 feet to Station 67, north $69^{\circ} 27'$ west 57.5 feet to Station 68, north $67^{\circ} 26'$ west 67.1 feet to Station 69, north $79^{\circ} 25'$ west 117.3 feet to Station 70, north $76^{\circ} 02'$ west 54.5 feet to Station 71, north $49^{\circ} 18'$ west 54.7 feet to Station 72, north $33^{\circ} 42'$ west 73.1 feet to Station 73, north $43^{\circ} 38'$ west 38.5 feet to Station 74, north $62^{\circ} 38'$ west 40.9 feet to Station 75 north $70^{\circ} 50'$ west 49.6 feet to Station 76, north $60^{\circ} 12'$ west 47.2 feet to Station 77, north $59^{\circ} 08'$ west 44.0 feet to Station 78, north $59^{\circ} 45'$ west 58.3 feet to Station 79, north $79^{\circ} 17'$ west 70.8 feet to Station 80, South $89^{\circ} 53'$ west 122.0 feet to Station 81, South $82^{\circ} 23'$ west 63.6 feet to Station 82, south $80^{\circ} 18'$ west 142.1 feet to Station 83, South $87^{\circ} 15'$ west 69.7 feet to Station 84, north $66^{\circ} 01'$ west 47.7 feet to Station 85, and north $43^{\circ} 53'$ west 50.3 feet to a 2" x 2" stake, Station 86, buried in road from which a brad in blaze on Oak Tree 12" in diameter bears south $8^{\circ} 45'$ east 26.87 feet, a brad in blaze on twin oak 6" in diameter bears north $88^{\circ} 49'$ west 19.49 feet, a brad in blaze on Oak 10" in diameter bears north $26^{\circ} 41'$ east 21.77 feet and a brad in blaze on Live Oak 8" in diameter bears north $77^{\circ} 21'$ east 13.26 feet; thence north $34^{\circ} 03'$ west 56.1 feet to Station 87, north $28^{\circ} 23'$ west 59.7 feet to Station 88, north $47^{\circ} 58'$ west 35.7 feet to Station 89, north $35^{\circ} 30'$ west 48.5 feet to Station 90, north $6^{\circ} 56'$ west 54.5 feet to Station 91, north $2^{\circ} 42'$ east 76.8 feet to Station 92, north $14^{\circ} 43'$ west 50.2 feet to Station 93, north $51^{\circ} 49'$ west 52.2 feet to Station 94, north $68^{\circ} 12'$ west 53.9 feet to Station 95, north $65^{\circ} 13'$ west 99.3 feet to Station 96, north $52^{\circ} 15'$ west 55.1 feet

DEED

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to Station 97, north $48^{\circ} 20'$ west 36.4 feet to Station 98, north $69^{\circ} 19'$ west 59.6 feet to Station 99, north $76^{\circ} 56'$ west 52.9 feet to Station 100, north $87^{\circ} 12'$ west 50.1 feet to Station 101, north $48^{\circ} 10'$ west 38.3 feet to Station 102 north $26^{\circ} 16'$ west 29.5 feet to Station 103, north $35^{\circ} 10'$ west 50.4 feet to Station 104, north $46^{\circ} 22'$ west 131.6 feet to Station 105, north $35^{\circ} 33'$ west 67.3 feet to Station 106, north $24^{\circ} 09'$ west 140.1 feet to Station 107, north $29^{\circ} 40'$ west 80.3 feet to Station 108, north $43^{\circ} 18'$ west 46.2 feet to Station 109, north $64^{\circ} 31'$ west 43.4 feet to Station 110, north $74^{\circ} 42'$ west 78.0 feet to Station 111, north $55^{\circ} 41'$ west 97.9 feet to Station 112, north $71^{\circ} 40'$ west 67.9 feet to Station 113, north $59^{\circ} 17'$ west 46.8 feet to Station 114, north $37^{\circ} 01'$ west 54.5 feet to Station 115, north $26^{\circ} 39'$ west 62.0 feet to Station 116, north $31^{\circ} 22'$ west 57.2 feet to Station 117, north $42^{\circ} 21'$ west 50.6 feet to Station 118, north $48^{\circ} 52'$ west 101.0 feet to Station 119, north $40^{\circ} 33'$ west 57.0 feet to Station 120, north $23^{\circ} 46'$ west 72.8 feet to Station 121 north $14^{\circ} 55'$ west 111.5 feet to Station 122, north $21^{\circ} 25'$ west 54.9 feet to Station 123, north $37^{\circ} 20'$ west 60.4 feet to Station 124, north $42^{\circ} 46'$ west 48.7 feet to Station 125, north $37^{\circ} 26'$ west 64.9 feet to Station 126, north $28^{\circ} 40'$ west 53.0 feet to Station 127, north $32^{\circ} 33'$ west 60.3 feet to Station 128, north $17^{\circ} 46'$ west 67.2 feet to Station 129, north $22^{\circ} 52'$ west 74.7 feet to Station 130 north $37^{\circ} 03'$ west 66.9 feet to Station 131, north $43^{\circ} 55'$ west 75.9 feet to Station 132 north $69^{\circ} 56'$ west 48.3 feet to Station 133, north $82^{\circ} 23'$ west 96.1 feet to Station 134 North $88^{\circ} 58'$ west 114.5 feet to Station 135, south $85^{\circ} 15'$ west 46.5 feet to Station 136 north $81^{\circ} 35'$ west 26.0 feet to Station 137, and north $51^{\circ} 55'$ west 37.2 feet to a 2" x 2" stake Station 138 buried in road at Donahue Creek near thorough cut and opposite water stand pipe from which a brad in bench on Sycamore 2 feet in diameter bears South $50^{\circ} 00'$ west 59.0 feet, brad in blaze on leaning Sycamore 18 inches in diameter bears south $89^{\circ} 05'$ east 34.63 feet and center nail in group of 5-6d nails on post

DEED

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at water stand pipe 3 feet above ground bears north 9° 18' west
 24.32 feet; thence north 40° 10' west 100.5 feet to Sta. 129,
 north 22° 10' west 45.1 feet to Station 120, north 1° 07' west
 29.4 feet to Station 121, north 20° 22' east 50.0 feet to Station
 122, north 22° 46' east 57.4 feet to Station 123, north 45°
 29' east 72.4 feet to Station 124, north 48° 48' east 63.1 feet
 to Station 125, north 20° 02' east 42.7 feet to Station 126,
 north 10° 14' west 55.9 feet to Station 127, north 25° 10' west
 124.5 feet to Station 128, north 20° 31' west 67.0 feet to Station
 129, north 6° 22' west 26.3 feet to Station 130, north 1° 06'
 west 77.7 feet to Station 131, north 6° 05' east 52.8 feet to
 Station 132, north 12° 11' east 69.5 feet to Station 133, north
 6° 11' east 67.6 feet to Station 134, north 7° 56' west 57.7
 feet to Station 135, north 15° 08' west 20.9 feet to Station 136,
 north 4° 55' east 48.6 feet to Station 137, north 21° 31' east
 28.0 feet to Sta. 138, north 0° 00' east 21.3 feet to Station 139,
 north 15° 20' east 57.3 feet to Sta. 140, north 12° 50' west
 119.5 feet to Sta. 141, north 10° 37' west 122.7 feet to Sta. 142,
 north 24° 03' west 220.3 feet to Sta. 143, north 28° 22' west
 54.4 feet to Sta. 144, north 27° 40' west 70.4 feet to Sta. 145,
 north 21° 49' west 62.8 feet to Sta. 146, north 25° 50' west
 62.7 feet to Sta. 147, north 27° 32' west 58.7 feet to Sta. 148,
 north 21° 00' west 93.6 feet to Sta. 149, north 25° 22' west
 62.1 feet to Sta. 150, north 23° 27' west 50.7 feet to Sta. 151,
 north 9° 30' west 74.7 feet to Sta. 152, north 17° 30' west 64.0
 feet to Sta. 153, north 20° 37' west 62.5 feet to Sta. 154, north
 40° 03' west 94.8 feet to Sta. 155, north 27° 30' west 62.3 feet DEED
 to Sta. 156, north 20° 25' west 68.2 feet to Sta. 157, north
 23° 40' west 61.3 feet to Sta. 158, north 25° 50' west 244.0
 feet to Sta. 159, north 27° 25' west 62.5 feet to Sta. 160, north
 23° 53' west 66.1 feet to Sta. 161, north 29° 55' west 151.2 feet
 to Sta. 162, north 27° 25' west 60.1 feet to Sta. 163, north 25°
 30' west 62.9 feet to Sta. 164, north 27° 29' west 100.5 to Sta. 165,

ENGR LAND FILE
S. F. W. D.

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north $33^{\circ} 02'$ West 90.1 feet to Sta. 186, north $27^{\circ} 28'$ west 102.0 feet to Sta. 187, north $31^{\circ} 01'$ west 64.1 feet to Sta. 188, north $36^{\circ} 46'$ west 117.1 feet to Sta. 189 north $29^{\circ} 52'$ west 65.2 feet to a 2" x 2" stake, Sta. 190, buried in road, and north $14^{\circ} 02'$ west 65.7 feet to a 2" x 2" stake, Sta. 191, buried in road from which a 6d nail in blaze on Oak, 12" in diameter in a cluster of ten oaks bears north $86^{\circ} 13'$ west 16.00 feet and a 6d nail in blaze on Live Oak 12" in diameter bears south $62^{\circ} 19'$ east 40.48 feet; thence north $9^{\circ} 55'$ west 489.1 feet to Sta. 192, north $10^{\circ} 05'$ west 716.7 feet to Sta. 193, north $0^{\circ} 30'$ west 100.0 feet to Sta. 194, north $1^{\circ} 03'$ east 100.0 feet to Sta. 195, and north $6^{\circ} 35'$ east 174.1 feet to a 2" x 2" stake, Sta. 196, buried in road 8.5 feet south of south end of Rosedale Bridge Crossing Calaveras Creek from which stake the head of top bolt in a concrete post bears south $24^{\circ} 15'$ west 61.35 feet and nail in tin on east railing post of bridge bears north $67^{\circ} 21'$ east 10.60 feet and nail in tin on west railing post of bridge bears north $17^{\circ} 22'$ west 10.00 feet, and also a pipe set in concrete set at the north 1/4 section corner of Section 3, Township 5, South Range 1 East bears north $34^{\circ} 23' 20''$ west 404.74 feet, said corner is also set in the south boundary line of the Sunol Portion of the Rancho El Valle de San Jose; thence north $25^{\circ} 36'$ east 391.85 feet across said bridge to a 2" x 2" stake buried in road 8.1 feet north of north end of said bridge and from which stake a nail in tin set in west railing post of bridge bears south $70^{\circ} 26'$ west 19.73 feet and a nail in tin set in east railing post of bridge bears south $16^{\circ} 12'$ west 10.30 feet; thence north $25^{\circ} 36'$ east 445.1 feet to Sta. 198, north $19^{\circ} 02'$ east 100.0 feet to Sta. 199, north $2^{\circ} 40'$ east 100.0 feet to Sta. 200, north $11^{\circ} 31'$ west 100.0 feet to Sta. 201 north $22^{\circ} 25'$ west 100.0 feet to Sta. 202, north $26^{\circ} 19'$ west 842.5 feet to Sta. 203 north $21^{\circ} 20'$ west 100.0 feet to Station 204, north $25^{\circ} 17'$ west 100.0 feet to Sta. 205, north $25^{\circ} 04'$ West 100.0 feet to Station 206, north $25^{\circ} 50'$

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ENGR LAND FILE
S. F. W. P.

west 75.0 feet to Sta. 207 north $39^{\circ} 59'$ west 100.0 feet to Sta.
 208, north $45^{\circ} 06'$ west 138.8 feet to Sta. 209 north $40^{\circ} 26'$
 west 100.0 feet to Sta. 210, north $35^{\circ} 23'$ west 116.9 feet to
 Sta. 211, north $33^{\circ} 33'$ west 765.2 feet to Sta. 212, north $29^{\circ} 29'$
 west 100.0 feet to Sta. 213, north $18^{\circ} 36'$ west 100.0 feet to
 Sta. 214, north $8^{\circ} 56'$ west 100.0 feet to Sta. 215, north $3^{\circ} 46'$
 west 100.0 feet to Sta. 216, north $3^{\circ} 58'$ west 142.2 feet to Sta.
 217 north $1^{\circ} 52'$ west 293.3 feet to a 2" x 2" stake, Sta. 218,
 buried in road, and north $3^{\circ} 41'$ west 90.8 feet to a 2" x 2" stake,
 Sta. 219, buried in road from which a 6d nail in blaze on White
 Oak 5 feet in diameter bears south $86^{\circ} 25'$ west 114.05 feet and
 a 6d nail in blaze on White Oak 5 feet in diameter bears north
 $86^{\circ} 25'$ east 36.60 feet; thence north $3^{\circ} 41'$ west 378.3 feet
 to Sta. 220, north $2^{\circ} 35'$ west 362.5 feet to Sta. 221, north $2^{\circ} 12'$
 west 100.0 feet to Sta. 222, north $0^{\circ} 19'$ east 172.7 feet to Sta.
 223, north $6^{\circ} 40'$ west 165.0 feet to Sta. 224, north $0^{\circ} 56'$ west
 100.0 feet to Sta. 225, north $9^{\circ} 31'$ east 100.0 feet to Sta. 226,
 north $19^{\circ} 13'$ east 100.0 feet to Sta. 227, north $24^{\circ} 08'$ east
 161.3 feet to Sta. 228, north $21^{\circ} 18'$ east 60.0 feet to Sta. 229,
 north $6^{\circ} 28'$ east 100.0 feet to Sta. 230, north $9^{\circ} 33'$ west 100.0
 feet to Sta. 231, and north $20^{\circ} 14'$ west 96.4 feet to a 2" x 2"
 Stake, Sta. 232, buried in road from which a nail in tin on south
 end of mud sill of water tank bears north $85^{\circ} 57'$ east 18.01 ft.
 and nail in tin on north end of said mud sill bears north 55°
 $47'$ east 18.07 feet; thence north $24^{\circ} 52'$ west 413.7 feet to Sta. 233,
 north $25^{\circ} 44'$ west 477.7 feet to Sta. 234, north $22^{\circ} 20'$ west
 100.0 feet to Sta. 235, north $16^{\circ} 20'$ west 100.0 feet to Sta. 236,
 north $12^{\circ} 36'$ west 147.5 feet to Sta. 237, north $7^{\circ} 50'$ west 100.0
 feet to Sta. 238, north $3^{\circ} 28'$ west 100.0 feet to Sta. 239, north
 $2^{\circ} 08'$ west 149.0 feet to Sta. 240, north $4^{\circ} 15'$ west 100.0 feet
 to Sta. 241, north $8^{\circ} 25'$ west 100.0 feet to Sta. 242, north 12°
 $10'$ west 241.9 feet to Sta. 243, north $13^{\circ} 20'$ west 235.9 feet.

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S. F. W. D.

to Sta. 244, north $12^{\circ} 23'$ west 455.2 feet to Sta. 245, north $12^{\circ} 58'$ west 527.8 feet to Sta. 246, north $12^{\circ} 26'$ west 317.2 feet to Sta. 247, north $14^{\circ} 30'$ west 137.5 feet to Sta. 248 north $18^{\circ} 55'$ west 100.0 feet to Sta. 249, north $20^{\circ} 36'$ west 175.1 feet to 2" x 2" stake Sta. 250, buried in road from which a 6d nail in blaze in White Oak 4 feet in diameter bears south $73^{\circ} 04'$ west 72.08 feet; thence north $19^{\circ} 53'$ west 401.0 feet to Sta. 251, north $12^{\circ} 05'$ west 83.9 feet to Sta. 252 north $2^{\circ} 26'$ west 500.4 feet to Sta. 253, north $8^{\circ} 54'$ west 105.9 feet to a 2" x 2" stake Sta. 254, buried in road opposite water tank from which a nail in tin on south end of mud sill of said tank bears south $76^{\circ} 38'$ east 12.47 feet and a nail in tin on north end of said mud sill bears north $64^{\circ} 23'$ east 12.65 feet; thence north $12^{\circ} 12'$ west 311.7 feet to Sta. 255, north $13^{\circ} 03'$ west 1258.7 feet to Sta. 256, north $11^{\circ} 43'$ west 100.0 feet to Sta. 257, north $6^{\circ} 28'$ west 100.0 feet to Sta. 258, north $4^{\circ} 28'$ west 145.6 feet to Sta. 259, north $6^{\circ} 16'$ west 140.2 feet to Sta. 260, north $13^{\circ} 39'$ west 130.0 feet to Sta. 261, north $19^{\circ} 12'$ west 185.1 feet to Sta. 262, north $17^{\circ} 50'$ west 175.2 feet to a 2" x 2" stake, Sta. 263, buried in road from which a 6d nail in blaze on White Oak 3 feet in diameter bears south $81^{\circ} 55'$ east 32.47 feet and a nail in tin on P.G.&E., Co.'s pole, No. 1/9 bears north $24^{\circ} 18'$ east 19.41 feet; thence north $17^{\circ} 50'$ west 364.5 feet to Sta. 264 north $15^{\circ} 32'$ west 100.0 feet to Sta. 265, north $9^{\circ} 28'$ west 100.0 feet to Sta. 266, north $6^{\circ} 52'$ west 100.0 feet to Sta. 267, north $4^{\circ} 37'$ west 137.2 feet to Sta. 268, north $6^{\circ} 52'$ west 459.7 feet to Sta. 269, north $9^{\circ} 10'$ west 224.3 feet to Sta. 270, north $11^{\circ} 02'$ west 707.3 feet to a 2" x 2" stake Sta. 271, buried in road 10 feet south of south end of bridge across San Antonio Creek from which a nail in tin on west Batter Post of said bridge bears north $35^{\circ} 46'$ west 17.03 feet and a nail in tin on east batter post bears north $11^{\circ} 20'$ east 16.95 feet; thence north $11^{\circ} 02'$ west across said bridge 198.4 feet Sta. 272, north $9^{\circ} 59'$ west 158.3 feet to Sta. 273,

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north $11^{\circ} 59'$ west 323.9 feet to Sta. 274, north $17^{\circ} 12'$ west 201.6 feet to Sta. 275, north $17^{\circ} 28'$ west 2715.7 feet to Sta. 276, north $22^{\circ} 35'$ west 190.0 feet to Sta. 277, north $48^{\circ} 26'$ west 100.0 feet to Sta. 278 north $63^{\circ} 04'$ west 50.0 feet to a Harrow tooth Sta. 279, buried in road, thence north $67^{\circ} 15'$ west 701.5 feet to a bolt buried in road at intersection with the center line of County Road #819 running from Mission San Jose to Livermore, from which bolt nail in tin on F.G.&E.Co's pole 90/35 bears south $44^{\circ} 19'$ west 89.46 feet, and the Common Corner between properties of Mrs. Eye and the Spring Valley Water Company on the fence line of said County Road #819 bears north $29^{\circ} 42'$ east 293.75 feet, and also the intersection of the Center line of said County Road #819 and the center line of County Road No. 1469, bears north $22^{\circ} 45'$ east, along said center line of said County Road #819, 583.1 feet.

The grantee hereundershall be under no obligation to construct a fence or fences along said highway.

TO HAVE AND TO HOLD, the above mentioned and described easement unto the said party of the second part and its successors in interest forever subject to the following condition to-wit:

The grant hereby made shall constitute a surface easement for the purposes of a public highway and county road only and the party of the first part expressly reserves to itself and its successors and assigns the right to lay down pipes or conduits in said road for the conveyance of water or any other commodity, and also any other right or use requisite or essential to its corporate purposes and not inconsistent with the use of said surface easement for highway purposes.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be duly executed and it a corporate

DEED

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seal to be hereunto affixed by its officers thereunto duly
authorized, the day and year first herein written.

SPRING VALLEY WATER COMPANY.

Seal

(Signed)

By S. P. Eastman
Vice-President.

(Signed)

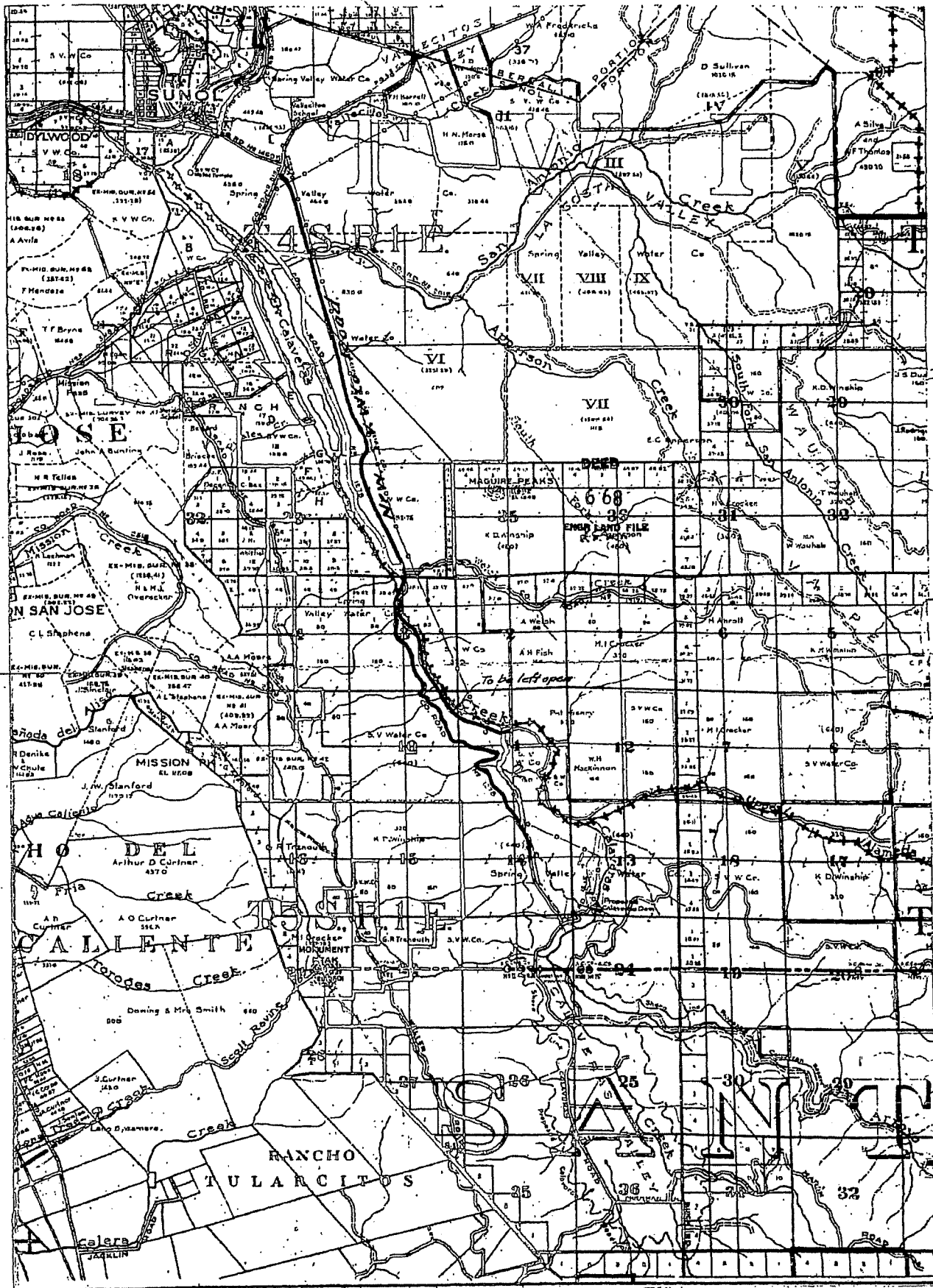
By John E. Behan
Secretary.

Signatures Acknowledged
before O. Eggers, N.P.
November 16th 1921.

DEED

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S. F. P. D.



1 [Emergency Declaration - Construct a Temporary Road Around a Landslide Area at Calaveras
2 Road - Total Estimated Cost Not to Exceed \$1,500,000]

3 **Resolution approving an emergency declaration of the San Francisco Public Utilities**
4 **Commission pursuant to Administrative Code, Section 6.60, to construct a temporary**
5 **road around a landslide area at Calaveras Road; with a total estimated cost not to**
6 **exceed \$1,500,000.**

7
8 WHEREAS, On January 10, 2017, a landslide occurred on the downslope edge of a
9 100-ft section of Calaveras Road in Alameda County, resulting in damage to Calaveras Road,
10 which is the only point of access for the Calaveras Dam Replacement Project (CDRP)
11 contractor to mobilize large equipment and materials to the construction site, necessitating the
12 construction of a temporary road around the landslide area; and

13 WHEREAS, The Calaveras Dam is a critical asset for providing continuous delivery of
14 water to the San Francisco Public Utilities Commission's (SFPUC) 2.6 million customers in the
15 Bay Area; inability to use this asset poses a threat to water deliveries, a basic service
16 affecting the lives, property and welfare of the SFPUC water customers in San Francisco, San
17 Mateo, Santa Clara and Alameda Counties; and

18 WHEREAS, A spillway is a critical asset for a dam as it allows for safe release of flood
19 waters from a dam to a downstream area ensuring that there is not catastrophic dam failure;
20 and

21 WHEREAS, The CDRP is being implemented to replace the existing dam with a new
22 dam designed to withstand a magnitude 7.25 earthquake on the nearby Calaveras Fault, and
23 the new dam's spillway is designed to accommodate the probable maximum flood, which is
24 the largest theoretical flood event for the watershed; and

1 WHEREAS, The new Calaveras Dam's spillway cannot be used until the new dam is
2 constructed and placed into service; and

3 WHEREAS, While the SFPUC is aggressively making releases of water over the
4 course of the current wet rainy season through a new outlet pipeline and 72-inch fixed cone
5 valve to a new stilling basin to manage the reservoir level, thereby mitigating potential dam
6 overtopping risk in the event of an extreme flood event, the capacity of the cone valve to
7 evacuate water from the reservoir is limited and there remains a significant threat to the
8 SFPUC in that a potential future extreme flood event could lead to overtopping of the existing
9 dam and catastrophic dam failure, possibly resulting in significant downstream flooding; and

10 WHEREAS, Any delay to constructing the temporary road around the landslide area on
11 Calaveras Road would delay the CDRP for an additional construction season, leaving the
12 Calaveras Dam without a spillway for an additional rainy season, thereby increasing the risk
13 of potential dam failure in a large flood event, which represents unacceptable risk to public
14 health and safety; and

15 WHEREAS, Administrative Code, Chapter 6, Article IV, Section 6.60, authorizes
16 department heads responsible for public work to award an emergency contract, exempt from
17 the competitive bidding process, in the event of an actual emergency, which is defined to
18 include, " ... [t]he breakdown or imminent breakdown of any plant, equipment, structure, street
19 or public work necessitating immediate emergency repair or reconditioning to safeguard the
20 lives or property of the citizens, or the property of the City and County, or to maintain the
21 public health and welfare ..."; and

22 WHEREAS, On February 27, 2017, the SFPUC General Manager declared an
23 emergency, approved by the President of the San Francisco Public Utilities Commission, to
24 construct a temporary road around the landslide area on Calaveras Road so that the critical
25

1 construction work at Calaveras Dam may continue without further delay and thereby protect
2 public health and safety; and

3 WHEREAS, Administrative Code, Section 6.60(d), requires that the General Manager
4 immediately notify the Controller, and seek Board of Supervisors' approval of emergency
5 public works with an estimated cost in excess of \$250,000; and

6 WHEREAS, The SFPUC General Manager estimates that the emergency work to
7 construct a temporary road around the landslide area at Calaveras Road is not expected to
8 exceed \$1,500,000; and

9 WHEREAS, Because the current CDRP contractor, Dragados USA, Inc./Flatiron West,
10 Inc./Sukut Construction, Inc. Joint Venture, is mobilized at the site and can address the
11 majority of this emergency work expeditiously, the SFPUC anticipates that it will authorize the
12 CDRP contractor to complete the work in an amount not to exceed \$1,500,000; and

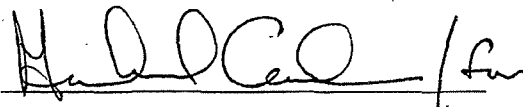
13 WHEREAS, The Controller has certified that funds are available for this emergency
14 work and contract; now, therefore, be it

15 RESOLVED, That the Board of Supervisors approves the emergency work under
16 Administrative Code, Section 6.60, to construct a temporary road around the landslide area at
17 Calaveras Road; and, be it

18 FURTHER RESOLVED, That actions taken to date by the San Francisco Public
19 Utilities Commission to address such emergency work and resolve the emergency condition
20 are hereby ratified.

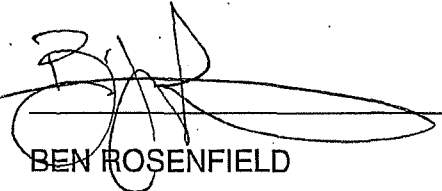
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RECOMMENDED:



HARLAN L. KELLY, JR.
General Manager of the SFPUC

FUNDS AVAILABLE:



BEN ROSENFELD
Controller



City and County of San Francisco
Tails
Resolution

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 170229

Date Passed: April 04, 2017

Resolution approving an emergency declaration of the San Francisco Public Utilities Commission pursuant to Administrative Code, Section 6.60, to construct a temporary road around a landslide area at Calaveras Road; with a total estimated cost not to exceed \$1,500,000.

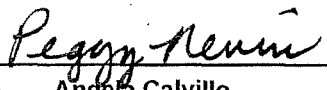
March 23, 2017 Budget and Finance Sub-Committee - RECOMMENDED

April 04, 2017 Board of Supervisors - ADOPTED

Ayes: 11 - Breed, Cohen, Farrell, Fewer, Kim, Peskin, Ronen, Safai, Sheehy,
Tang and Yee

File No. 170229

I hereby certify that the foregoing
Resolution was ADOPTED on 4/4/2017 by
the Board of Supervisors of the City and
County of San Francisco.



Angela Calvillo
Clerk of the Board



Mayor

4/14/2017

Date Approved



SAN FRANCISCO PLANNING DEPARTMENT

General Plan Referral

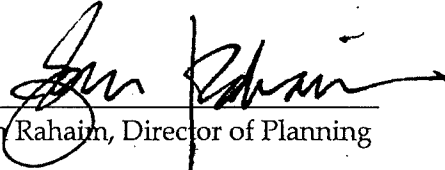
Date: July 23, 2018
Case No. Case No. 2018-009952GPR
SFPUC Parcel 75 of the Alameda County Lands

Block/Lot No.: Portion of APN 096-0100-028-00
Project Sponsor: City and County of San Francisco Public Utilities
Commission

Applicant: Dina Brasil
City and County of San Francisco Public Utilities
Commission
525 Golden Gate Avenue
San Francisco, CA 94102

Staff Contact: Maggie Wenger – (415) 575-9126
maggie.wenger@sfgov.org

Recommendation: Finding the project, on balance, is **in conformity** with
the General Plan

Recommended
By: 
John Rahaim, Director of Planning

1650 Mission St.
Suite 400
San Francisco,
CA 94103-2479

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

PROJECT DESCRIPTION

The submittal is for a General Plan Referral to recommend whether the Project is in conformity with the General Plan, pursuant to Section 4.105 of the Charter, and Section 2A.52 and 2A.53 of the Administrative Code. The project is a property sale to Alameda County for a roadway easement and slope easement adjacent to Calaveras Road known as SFPUC Parcel 75 of the Alameda County Lands. The proposed easements total approximately 34,800 square feet. There is no change in use.

ENVIRONMENTAL REVIEW

The work proposed does not meet the definition of a project pursuant to CEQA Guidelines Section 15378. No further CEQA review is required.

GENERAL PLAN COMPLIANCE AND BASIS FOR RECOMMENDATION

The project is a property sale to Alameda County and there is no change in use. The Project is consistent with the Eight Priority Policies of Planning Code Section 101.1 as described in the body of this letter and is, on balance, **in-conformity** with the following Objectives and Policies of the General Plan:

ENVIRONMENTAL PROTECTION ELEMENT**POLICY 7.4**

Assure the correction of landslide and shore erosion conditions where it is in the public interest to do so.

The existing erosion and slide areas along the Ocean shore are within the Golden Gate National Recreation Area. It should be decided first whether all of these problems should be corrected or whether some should be left to the forces of nature. The erosion of Ocean Beach should be corrected through a program of dune stabilization, where feasible. In cases where dune stabilization is not possible, structural measures may need to be utilized. Any stabilization and restoration of these damaged areas, to increase their recreational value, should be undertaken as part of the Federal administration of this recreation area.

Elsewhere in the city, corrective steps should be taken at City expense or through special assessment to solve slide and erosion problems.

The land sale will allow Alameda County to reopen a road after a January 2017 landslide and subsequent road repair by SFPUC.

POLICY 7.5

Prohibit construction, as a general rule, on land subject to slide or erosion.

To minimize the hazard to life and property in areas subject to slide or erosion, building should be prohibited. Likewise utilities should not be installed in these areas because of the possibility of disruption.

The land sale will create an easement and prevent future construction on land subject to slide or erosion.

PROPOSITION M FINDINGS – PLANNING CODE SECTION 101.1

Planning Code Section 101.1 establishes Eight Priority Policies and requires review of discretionary approvals and permits for consistency with said policies. The Project is found to be consistent with the Eight Priority Policies as set forth in Planning Code Section 101.1 for the following reasons:

Eight Priority Policies Findings

The subject project is found to be consistent with the Eight Priority Policies of Planning Code Section 101.1 in that:

The proposed project is found to be consistent with the eight priority policies of Planning Code Section 101.1 in that:

1. That existing neighborhood-serving retail uses be preserved and enhanced and future opportunities for resident employment in and ownership of such businesses enhanced.

The Project would have no adverse effect on neighborhood serving retail uses or opportunities for employment in or ownership of such businesses.

2. That existing housing and neighborhood character be conserved and protected in order to preserve the cultural and economic diversity of our neighborhood.

The Project would have no adverse effect on the City's housing stock or on neighborhood character. The existing housing and neighborhood character will be not be negatively affected

3. That the City's supply of affordable housing be preserved and enhanced.

The Project would have no adverse effect on the City's supply of affordable housing.

4. That commuter traffic not impede MUNI transit service or overburden our streets or neighborhood parking.

The Project would not result in commuter traffic impeding MUNI's transit service, overburdening the streets or altering current neighborhood parking.

5. That a diverse economic base be maintained by protecting our industrial and service sectors from displacement due to commercial office development, and that future opportunities for residential employment and ownership in these sectors be enhanced.

The Project would not affect the existing economic base in this area.

6. That the City achieve the greatest possible preparedness to protect against injury and loss of life in an earthquake.

The Project would not adversely affect achieving the greatest possible preparedness against injury and loss of life in an earthquake.

7. That landmarks and historic buildings be preserved.

The Project would have no adverse effect on landmarks or historic resources.

8. That our parks and open space and their access to sunlight and vistas be protected from development.

The Project would have no adverse effect on parks and open space or their access to sunlight and vista.

RECOMMENDATION:	Finding the Project, on balance, in-conformity with the General Plan
------------------------	-----------------------------------------------------------------------------

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 18-0129

WHEREAS, The City and County of San Francisco (City), under the jurisdiction of the San Francisco Public Utilities Commission (SFPUC), owns certain real property known as SFPUC Parcel No. 75 (Parcel 75) in Alameda County; and

WHEREAS, In 2011, the City, through the SFPUC, began building a replacement dam and spillway immediately downstream from the existing Calaveras Dam to protect public health and safety by constructing the new facilities to withstand the maximum credible earthquake and the probable maximum flood (Project); and

WHEREAS, Calaveras Road is the main access road for the Project construction contractor (Contractor) to transport large equipment and materials to and from the Project site; and

WHEREAS, Alameda County has an easement from SFPUC's predecessor-in-interest Spring Valley Water Company dated November 16, 1921 giving Alameda County the right to maintain a portion of Calaveras Road on Parcel 75 (Existing Easement); and

WHEREAS, On January 10, 2017, a landslide occurred on an approximately 100-foot section of Calaveras Road near the Project site, making the road impassable and bringing the Project to a halt; and

WHEREAS, The SFPUC, in consultation with Alameda County and with approval by the Board of Supervisors in Resolution No. 110-17 pursuant to Section 6.60 of the Administrative Code, performed emergency work to construct a temporary road around the landslide area on Calaveras Road (New Road Alignment) because delaying the Project to wait for Alameda County to make the necessary road repairs could have delayed construction for another rainy season, increasing the risk of flooding while the new dam was under construction; and

WHEREAS, Alameda County has agreed to accept the New Road Alignment as-is, without warranties, and desires to acquire an approximately 5,484-square-foot road easement and an approximately 22,548-square-foot slope easement (together, New Easements) where a portion of the New Road Alignment and slope improvements exceed the boundary of the Existing Easement; and

WHEREAS, City, through the SFPUC, and Alameda County desire to enter into a Purchase and Sale Agreement (Agreement) to sell the New Easements to Alameda County for fair market value; and

WHEREAS, The fair market value of the New Easements is presently estimated at \$2,457, and the final fair market value of the New Easements will be determined based on the final square footage of the New Easements; and

WHEREAS, Under the terms of the proposed Agreement, Alameda County will pay (i) its proportionate share of title and escrow fees, closing costs, transfer taxes, and property taxes, (ii) a processing fee of \$2,500 as required by the SFPUC 2015 Real Estate Guidelines, and (iii) reimbursement for the City's out of pocket expenses, including, but not limited to, the costs of survey work, legal description and plat map preparation, and obtaining a General Plan Referral from City's Planning Department, provided that the total cost to Alameda County shall not exceed \$50,000; and

WHEREAS, This action does not constitute a "project" under California Environmental Quality Act Guidelines Section 15378 because there would be no physical change in the environment; now, therefore, be it

RESOLVED, That this Commission hereby ratifies, approves, and authorizes all actions heretofore taken by any City official in connection with this Agreement; and, be it

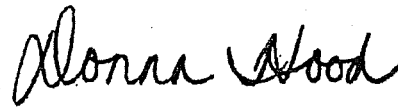
FURTHER RESOLVED, That this Commission hereby authorizes and directs the SFPUC's General Manager to negotiate and execute the Agreement with Alameda County, subject to the approval of the Board of Supervisors and Mayor; and be it

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

FURTHER RESOLVED, That, upon approval by City's Board of Supervisors and the Mayor of the Agreement, this Commission authorizes the Director of Property and/or the SFPUC General Manager to execute and deliver a quitclaim deed conveying the New Easements to Alameda County; and be it

FURTHER RESOLVED, That upon approval by City's Board of Supervisors and the Mayor, this Commission authorizes the Director of Property and/or the General Manager of the SFPUC to take any and all other steps they, in consultation with the City Attorney, deem necessary and advisable to effectuate the purpose and intent of this Resolution.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of July 24, 2018.



Secretary, Public Utilities Commission

AGREEMENT FOR SALE OF REAL ESTATE

by and between

CITY AND COUNTY OF SAN FRANCISCO,
a California municipal corporation,

as Seller

and

COUNTY OF ALAMEDA,
a political subdivision of the State of California,

as Buyer

for the sale and purchase of

one approximately 5,484-square-foot road easement and
one approximately 22,548 -square-foot slope easement,

located on a portion of SFPUC Parcel 75,
commonly known as a portion of Assessor's Parcel No. 096-0100-028,
in Alameda County, California

_____, 2018

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AGREEMENT FOR SALE OF REAL ESTATE

(Road and Slope Easements, Calaveras Road, unincorporated Alameda County)

THIS AGREEMENT FOR SALE OF REAL ESTATE (this “**Agreement**”) dated for reference purposes only as of _____, 2018, is by and between the CITY AND COUNTY OF SAN FRANCISCO, a California municipal corporation (“**City**” or “**Seller**”), acting by and through its PUBLIC UTILITIES COMMISSION (the “**SFPUC**”), and COUNTY OF ALAMEDA, a political subdivision of the State of California (“**Alameda County**” or “**Buyer**”).

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

A. City owns in fee the property described in the attached **Exhibit A** and shown on the attached **Exhibit B** pursuant to that certain deed dated and recorded on March 3, 1930, in Liber 2350 at Page 1 of the Alameda County Official Records (the “**Property**”). The Property is adjacent to Calaveras Road in the County of Alameda, California.

B. Alameda County maintains a portion of Calaveras Road on a 50-foot-wide easement on the Property pursuant to that certain Indenture between City’s predecessor-in-interest, the Spring Valley Water Company, and Alameda County dated November 16, 1921, and recorded on January 30, 1922, in Book 148, at page 80 of the Alameda County Official Records (the “**Road Easement**”).

C. In 2011, the SFPUC began building a replacement dam and spillway for the existing Calaveras Dam (the “**Project**”) located on the Property. Calaveras Road is the main access road for the Project construction contractor to transport large equipment and materials to and from the Project site.

D. On January 10, 2017, a landslide occurred on the downslope edge of an approximately 100-foot section of Calaveras Road that Alameda County maintains pursuant to the Road Easement, resulting in damage to Calaveras Road and making the road impassible. In consultation with Alameda County, the SFPUC made temporary road and slope improvements in and around the landslide area on Calaveras Road (the “**New Road Alignment**”) to avoid prolonged construction delays that would have delayed completion of the Project.

E. Alameda County has agreed to accept the New Road Alignment and desires to acquire easements over a portion of the Property for the new roadway and the adjacent slope area where a portion of the New Road Alignment exceeds the boundary of the Road Easement. The proposed new easements (“**New Easements**”) consist of one (1) approximately 5,484-square-foot road easement and one (1) approximately 22,548-square-foot slope easement.

F. The Commissioners of the SFPUC have recommended sale of the New Easements, as defined in Section 1.1 below, pursuant to the SFPUC Resolution No. 18-0129.

G. Alameda County desires to purchase the New Easements and City is willing to sell the New Easements on the terms and conditions set forth below.

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

1. SALE AND PURCHASE

1.1 Purchase and Sale of Easements

Subject to the terms, covenants, and conditions set forth in this Agreement, City agrees to convey the New Easements and New Road Alignment to Buyer, and Buyer agrees to compensate City for the conveyance of the New Easements:

(a) A permanent nonexclusive easement to construct, use, maintain, repair, and replace a roadway and necessary appurtenances over and across an approximately 5,484-square-foot portion of the Property. Buyer will accept the existing road improvements constructed by City's contractor.

(b) A permanent nonexclusive easement to construct, use, maintain, monitor, repair, and replace a slope and necessary appurtenances for use in connection with the slope in, under, along, and across an approximately 22,548-square-foot portion of the Property. Buyer will accept the existing slope improvements and monitoring equipment constructed and installed by City's contractor.

The areas where Buyer will acquire real property interests pursuant to this Agreement are referred to in this Agreement as the "**Easement Areas.**"

1.2 Easement Areas; Nature of Easements

The Easement Areas consist of those portions of the Property described and depicted in the exhibit to the easement agreement attached as **Exhibit C** (the "**Easement Agreement**"), including the road and slope improvements. The nature, scope, and conditions of the New Easements are set forth in the Easement Agreement.

2. PURCHASE PRICE

The purchase price for the New Easements is Two Thousand Four Hundred Fifty-Seven Dollars (\$2,457) (the "**Purchase Price**"). Buyer shall pay the Purchase Price on the Closing Date (defined in Section 6.2 below). All payments made pursuant to this Agreement shall be in legal tender of the United States of America, paid in cash or by wire transfer of immediately available funds. Payments shall be made to the Title Company as the escrow agent.

3. TITLE

3.1 Conditions of Title

At the Closing, City shall convey the New Easements to Buyer by Easement Agreement. Title to the New Easements shall be subject to (a) liens of local real estate taxes and assessments, (b) all existing exceptions and encumbrances, whether or not disclosed by a current preliminary title report or the public records or any other documents reviewed by Buyer pursuant to Section 5.1 below, and any other exceptions to title that would be disclosed by an accurate and thorough investigation, survey, or inspection of the Property, and (c) all items of which Buyer has actual or constructive notice or knowledge. All of the foregoing exceptions to title shall be referred to collectively as the "**Conditions of Title.**"

3.2 Responsibility for Title Insurance

Buyer understands and agrees that Buyer's right, title, and interest in the Property 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 Easement Areas' boundary lines may not correspond to the legal description of the Easement Areas. 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 Easement Areas, including the New Road Alignment, either independently or through agents of Buyer's choosing, including, without limitation, the following matters (collectively, the "**Property Conditions**"):

(a) All matters relating to title including, without limitation, the existence, quality, nature and adequacy of City's interest in the Easement Areas and the existence of physically open and legally sufficient access to the Easement Areas.

(b) The zoning and other legal status of the Easement Areas, including, without limitation, the compliance of the Easement Areas or their 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 Easement Areas, including, but not limited to, the structural elements, geotechnical elements, foundation, landscaping, the sewage and utility systems, facilities and appliances, and all other physical and functional aspects of the Easement Areas.

(d) The quality, nature, adequacy, and physical, geological and environmental condition of the Easement Areas (including soils and any groundwater), and the presence or absence of any Hazardous Materials in, on, under or about the Easement Areas or any other real property in the vicinity of the Easement Areas. 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 Easement Areas for Buyer's intended uses.

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

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

4.2 Property Disclosures

(a) California law requires sellers to disclose to buyers the presence or potential presence of certain Hazardous Materials. Accordingly, Buyer is hereby advised that occupation of the Easement Areas may lead to exposure to Hazardous Materials such as, but not limited to, 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.htm>. All or a portion of the Property lies within an earthquake fault zone.

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

(d) The Easement Areas lie within a mapped deep-seated landslide of unknown extent and total depth.

(e) Nothing contained in this Article shall 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 (defined in Section 10.8 below) onto the Easement Areas, Buyer shall give City reasonable advance written notice of such entry and shall conduct such entry and any inspections in connection therewith so as to minimize, to the extent possible, interference with uses being made of the Easement Areas and otherwise in a manner and on terms and conditions acceptable to City. All entries by Buyer or its Agents onto the Easement Areas to perform any testing or other investigations that could affect the physical condition of the Easement Areas (including, without limitation, soil borings) or the uses thereof will be made only pursuant to the terms and conditions of a permit to enter in form and substance satisfactory to City. Without limiting the foregoing, prior to any entry to perform any on-site testing, Buyer shall give City written notice thereof, including the identity of the company or persons who will perform such testing, the precise time and location of the testing, and the proposed scope of the testing. City shall have the right to approve, disapprove, or condition and limit the proposed testing, in City's sole discretion, within ten (10) business days after receipt of such notice. If Buyer or its agents, employees or contractors take any sample from the Easement Areas 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 Easement Areas. 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, employees or contractors, 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 Easement Areas 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. Buyer shall comply with all laws, ordinances, rules, regulations, orders and the like in connection with any entry onto or testing of the Easement Areas.

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 Easement Areas in connection with the transaction contemplated hereby, 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, without limitation, reasonable fees of attorneys, experts and consultants and related costs) arising out of or relating to any entry on, under or about the Easement Areas by Buyer, its Agents, contractors and subcontractors in performing the inspections, testings or inquiries provided for in this Agreement, whether prior to the date of this Agreement or during the term hereof, including, without limitation, any injuries or deaths to any persons (including, without limitation, 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 FROM CITY EASEMENT INTERESTS IN THE PROPERTY AND THE NEW ROAD ALIGNMENT 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 EASEMENT AREAS AND NEW ROAD ALIGNMENT, THEIR 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 EASEMENT AREAS OR NEW ROAD ALIGNMENT, NOR DOES IT ASSUME ANY RESPONSIBILITY FOR THE COMPLIANCE OF THE EASEMENT AREAS OR THEIR 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 EASEMENT AREAS AND THE USES TO WHICH THEY MAY BE PUT.

4.5 Release of City

As part of its agreement to purchase the New Easements on the Property, including the New Road Alignment, in their "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 all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses whatsoever (including, without limitation, 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) the New Road Alignment, (b) Buyer's and its Agents and customer's past, present and future use of the Easement Areas, (c) the physical, geological or environmental condition of the Easement Areas, including, without limitation, any Hazardous Material in, on, under, above or about the Easement Areas, and (d) any federal, state, local or administrative law, rule, regulation, order or requirement applicable thereto, including, without limitation, 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 WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

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

INITIALS: BUYER: _____

5. CONDITIONS PRECEDENT

5.1 Buyer's Conditions Precedent

Buyer's obligation to purchase the New Easements is conditioned upon the following:

- (a) Buyer's review and approval of any occupancy agreements, if any, affecting the Easement Areas.
- (b) Buyer's review and approval of the physical condition of the Easement Areas.
- (c) Buyer's review and approval of all zoning, land use, building, environmental and other statutes, rules, or regulations applicable to the Easement Areas.

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 10.19 below) to review and approve or waive Buyer's Conditions (such period being referred to in this Agreement as the “**Contingency Period**”). If Buyer elects to proceed with the purchase of the New Easements, 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 within the Contingency Period, then City may, but shall have no obligation to remove or remedy any objectionable matter. If City agrees 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 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 Sections 4.3 [Entry and Indemnity], 8.2 [Brokers], or 10.4 [Authority of Buyer] or as otherwise expressly provided in this Agreement.

5.3 City's Condition Precedent

The following are conditions precedent to City's obligation to sell the New Easements 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 approving and authorizing the transaction contemplated by this Agreement shall have been adopted by City's Board of Supervisors and Mayor, in their respective sole and absolute discretion, and duly enacted on or before October 15, 2018.

(c) Title Company (defined in Section 6.1 below) shall have agreed to be the real estate reporting person for the Closing in compliance with the Reporting Requirements (defined in Section 6.5 below).

5.4 Failure of City's Conditions Precedent

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

6. ESCROW AND CLOSING

6.1 Escrow

On the date within five (5) days after the parties execute this Agreement, Buyer and City shall deposit an executed counterpart of this Agreement with Chicago Title Company located at 455 Market Street, Suite 2100, San Francisco, California 94105 (the "**Title Company**"), and this instrument shall serve as the instructions to the Title Company as the escrow holder 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 Title Company to comply with the terms of this Agreement; provided, however, in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall control.

6.2 Closing Date

6.3 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 Title Company on **October 30, 2018, and before 1:00 p.m. San Francisco Time** (i) the date that is thirty (30) days after the expiration of the Contingency Period and enactment of the Board of Supervisor's resolution referred to in Section 5.3(b) above, or if such date is not a business day, then upon the next ensuing business day, before 1:00 p.m. San Francisco time or

(ii) 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. **Deposit of Documents**

(a) At or before the Closing, City shall deposit into escrow the duly executed and acknowledged Easement Agreement conveying the New Easements to Buyer subject to the Conditions of Title.

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

(i) the funds necessary to close this transaction; and

(ii) a duly executed counterpart of the Easement Agreement conveying the New Easements to 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 hereof.

6.4 Prorations

Any real property taxes, assessments, and any other expenses normal to the operation and maintenance of the Easement Areas, shall all be prorated as of 12:01 a.m. on the date the Easement Agreement is recorded, based on a three hundred sixty-five (365)-day year. City and Buyer agree that if any of the above described prorations 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.

6.5 Title Company as Real Estate Reporting Person

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

7. RISK OF LOSS

7.1 Loss

City shall give Buyer notice of the occurrence of damage or destruction of, or the commencement of condemnation proceedings affecting, any portion of the Easement Areas. If all or any portion of the Easement Areas is condemned, or destroyed or damaged by fire or other casualty prior to the Closing, then Buyer may, at its 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, either terminate this Agreement or consummate the purchase for the full Purchase Price as required by the terms hereof. 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 Sections 4.3 [Entry and Indemnity], 8.2 [Brokers], or otherwise expressly provided in this Agreement. If Buyer elects to proceed with the purchase of the New Easements, 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 to the extent such amounts represent Buyer's interest in the Property under the New Easements, 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, 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 Easement Areas, and Buyer shall not receive any credit against the Purchase Price with respect to such proceeds or awards.

(a) Minor Loss

If there occurs any partial damage to the Easement Areas or destruction of any of the improvements thereon to be acquired by Buyer, or any condemnation proceeding with respect to a portion of the Easement Areas or improvements to be acquired by Buyer, between the date this Agreement is fully executed and the Closing Date, Buyer shall nonetheless be bound to purchase the New Easements for the full Purchase Price pursuant to the terms hereof, 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 Easement Areas, 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 under the New Easements, plus the amount of any insurance deductible, but less any sums City expends toward the restoration or repair of the Easement Areas. 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.

(b) Major Loss

If the amount of the damage or destruction or condemnation as described above exceeds One Hundred Thousand Dollars (\$100,000), then Buyer may, at its option to be within ten (10) business days of City's notice of the occurrence of such event, either terminate this Agreement or consummate the purchase for the full Purchase Price pursuant to the terms hereof. 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 neither party shall have any further rights or obligation under this Agreement except as provided in Sections 4.3, 8.2, or 10.4 or otherwise expressly provided in this Agreement. If Buyer elects to proceed with the purchase of the New Easements, then upon the Closing, there shall be a credit against the Purchase Price due under this Agreement equal to the amount of any insurance proceeds or condemnation awards collected by City as a result of any such damage or destruction or condemnation to the extent such amounts represent Buyer's interest in the Property under the New Easements, plus the amount of any insurance deductible, but less any sums expended by City toward the restoration or repair of the Easement Areas. If City has not collected the proceeds or awards as of the Closing Date, then City shall assign such sums to Buyer, except to the extent necessary to reimburse City for any sums City expended to repair or restore the Easement Areas.

7.2 Self-Insurance

Notwithstanding anything to the contrary above, Buyer acknowledges that City 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 any transfer taxes applicable to the sale, property taxes, assessments, escrow fees and recording charges, and any other costs and charges of the escrow for the sale. Further, Buyer shall pay to City a processing fee of Two Thousand Five Hundred Dollars (\$2,500) and reimburse City for out-of-pocket costs incurred for surveying work and obtaining approvals from City's Board of Supervisors and Mayor in an amount not to exceed Forty-Seven Five Hundred and Forty-Three Dollars (\$47,543). The processing fee together with City's out-of-pocket costs are referred to in this Agreement as "City's Costs."

8.2 Brokers

The parties represent and warrant to each other that no broker or finder was instrumental in arranging or bringing about this transaction and that there are no claims or rights for brokerage commissions or finder's fees in connection with the transaction 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 against, all costs, damages, claims, liabilities, or expenses (including, without limitation, 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. LIQUIDATED DAMAGES

IF THE SALE OF THE NEW EASEMENTS IS NOT CONSUMMATED DUE TO THE FAILURE OF ANY CONDITION PRECEDENT OR CITY'S DEFAULT UNDER THIS AGREEMENT AND BUYER IS NOT THEN IN DEFAULT, THEN THE TITLE COMPANY SHALL RETURN THE PURCHASE PRICE TOGETHER WITH ACCRUED INTEREST THEREON TO BUYER. IF THE SALE IS NOT CONSUMMATED DUE TO ANY DEFAULT BY BUYER UNDER THIS AGREEMENT AND CITY IS NOT THEN IN DEFAULT, THEN THE TITLE COMPANY SHALL DELIVER CITY'S COSTS TOGETHER WITH ACCRUED INTEREST THEREON TO CITY, AND CITY SHALL BE ENTITLED TO RETAIN SUCH SUM AS LIQUIDATED DAMAGES. THE PARTIES HAVE AGREED THAT CITY'S ACTUAL DAMAGES, IN THE EVENT OF A FAILURE TO CONSUMMATE THIS SALE AS SPECIFIED IN THE PRECEDING SENTENCE, WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. AFTER NEGOTIATION, THE PARTIES HAVE AGREED THAT, CONSIDERING ALL THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS AGREEMENT, THE AMOUNT OF CITY'S COSTS TOGETHER WITH ACCRUED INTEREST THEREON IS A REASONABLE ESTIMATE OF THE DAMAGES THAT CITY WOULD INCUR IN SUCH AN EVENT. BY PLACING THEIR RESPECTIVE INITIALS BELOW, EACH PARTY SPECIFICALLY CONFIRMS THE ACCURACY OF THE STATEMENTS MADE ABOVE AND THE FACT THAT EACH PARTY WAS REPRESENTED BY COUNSEL WHO EXPLAINED, AT THE TIME

THIS AGREEMENT WAS MADE, THE CONSEQUENCES OF THIS LIQUIDATED DAMAGES PROVISION.

INITIALS: CITY: _____ BUYER: _____

10. GENERAL PROVISIONS

10.1 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 provider above):

CITY:

San Francisco Public Utilities Commission
Attn: Real Estate Director
Re: Alameda County Easements;
Calaveras Road
525 Golden Gate Avenue, 10th Floor
San Francisco, California 94102

BUYER:

County of Alameda

with a copy to:

Shari Geller Diamant
Deputy City Attorney
Office of the City Attorney
City Hall, Room 234
Re: Alameda County Easements;
Calaveras Road
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102

with a copy to:

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.

10.2 Successors and Assigns

This Agreement shall be binding upon, and inure to the benefit of, the parties to this Agreement and their respective successors, heirs, legal representatives, administrators and assigns. Buyer's rights and obligations under this Agreement shall not be assignable without the prior written consent of City; 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.

10.3 Amendments

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

10.4 Authority of Buyer

Buyer represents and warrants to City that Buyer is a political subdivision of the State of California 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 which 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; and (c) do not and at the time of Closing will not violate any provision of any agreement or judicial order to which Buyer is a party or to which Buyer is subject. Notwithstanding anything to the contrary in this Agreement, the foregoing representations and warranties and all other representations and warranties of Buyer contained in this Agreement or in other agreements or documents executed by Buyer in connection herewith, shall survive the Closing Date.

10.5 Buyer's Representations and Warranties

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

(a) Buyer is a political subdivision of the State of California duly organized and validly existing and in good standing under the laws of the jurisdiction in which it was formed. Buyer has duly authorized by all necessary action the execution, delivery and performance of this Agreement. Buyer has duly executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with the terms hereof.

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

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

10.6 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.

10.7 Merger of Prior Agreements

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

10.8 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.

10.9 Interpretation of Agreement

The article, section and other headings of this Agreement and the table of contents are for convenience of reference only and 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.

10.10 Attorneys' Fees

If either party hereto fails to perform any of its respective obligations under this Agreement or if any dispute arises between the parties hereto concerning the meaning or interpretation of any provision of this Agreement, then the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay all costs and expenses incurred by the other party on account of such default or in enforcing or establishing its rights under this Agreement, including, without limitation, court costs and reasonable attorneys' fees and disbursements. For purposes of this Agreement, the reasonable fees of attorneys of the Office of the City Attorney of the City and County of San Francisco shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the City Attorney's services were rendered who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the City Attorney's Office.

10.11 Time of Essence

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

10.12 No Merger

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

10.13 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 which may become due to Buyer, its successors and assigns, or for any obligation of City under this Agreement.

10.14 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.

10.15 Notification of Limitations on Contributions

Through its execution of this Agreement, Buyer acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with City for the selling or leasing of any land or building to or from City whenever such transaction would require the approval by a City elective officer, the board on which that City elective officer serves, or a board on which an appointee of that individual serves, from making any campaign contribution to (1) City elective officer, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Buyer acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Buyer further acknowledges that the prohibition on contributions applies to each Buyer; each member of Buyer's board of directors, and Buyer's chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than twenty percent (20%) in Buyer; any subcontractor listed in the contract; and any committee that is sponsored or controlled by Buyer. Additionally, Buyer acknowledges that Buyer must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Buyer further agrees to provide to City the names of each person, entity or committee described above.

10.16 Sunshine Ordinance

Buyer understands and agrees 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 all records, information, and materials submitted to City under this Agreement public records subject to public disclosure. Buyer hereby acknowledges that City may disclose any records, information and materials submitted to City in connection with this Agreement.

10.17 Tropical Hardwood and Virgin Redwood Ban

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

10.18 No Recording

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

10.19 Effective Date

As used in this Agreement, the term “**Effective Date**” shall mean the date on which both parties shall have executed 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 of City’s Board of Supervisors and Mayor.

10.20 Severability

If any provision of this Agreement or the application thereof to any person, entity or circumstance shall 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 be enforceable to the fullest extent permitted by law, except to the extent that enforcement of this Agreement without the invalidated provision would be unreasonable or inequitable under all the circumstances or would frustrate a fundamental purpose of this Agreement.

10.21 Acceptance by Buyer

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

10.22 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.

10.23 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 BOARD OF SUPERVISORS SHALL HAVE BEEN DULY ENACTED APPROVING THIS AGREEMENT AND AUTHORIZING THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF CITY UNDER THIS AGREEMENT ARE CONTINGENT UPON THE DUE ENACTMENT OF SUCH A RESOLUTION, AND THIS AGREEMENT SHALL BE NULL AND VOID IF CITY’S BOARD OF SUPERVISORS AND MAYOR DO NOT APPROVE THIS AGREEMENT IN THEIR RESPECTIVE SOLE DISCRETION. APPROVAL OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT BY ANY 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:

COUNTY OF ALAMEDA,
a political subdivision of the State of California

By: _____
Harlan L. Kelly, Jr.
General Manager
Public Utilities Commission

By: _____
[NAME]

Its: _____

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____
[NAME]

Its: _____

By: _____
Shari Geller Diamant
Deputy City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

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

[NOTE: DESCRIPTION TO COME FROM SURVEYOR'S LEGAL DESCRIPTION]

EXHIBIT B

DEPICTION OF PROPERTY

[see attached]

DRAFT
8/10/18 SG

EXHIBIT C
EASEMENT AGREEMENT

EXHIBIT C

EASEMENT AGREEMENT

RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:

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

WITH A CONFORMED COPY TO:

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

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)

Portions of APN 096-0100-028

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

**EASEMENT AGREEMENT
for Public Roadway and Slope Purposes**

THIS EASEMENT AGREEMENT (this "**Agreement**") dated _____, 2018, is by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**Grantor**" or "**City**"), acting through its San Francisco Public Utilities Commission ("**SFPUC**"), and the COUNTY OF ALAMEDA, a political subdivision of the State of California ("**Grantee**" or "**Alameda County**").

RECITALS

A. City owns in fee the property described in the attached Exhibit A pursuant to that certain deed dated and recorded on March 3, 1930, in Liber 2350 at Page 1 of the Alameda County Official Records (the "**Property**").

B. Alameda County maintains a portion of Calaveras Road on a 50-foot-wide easement on the Property pursuant to that certain Indenture between City's predecessor-in-interest, Spring Valley Water Company, and Alameda County dated November 16, 1921, and recorded on January 30, 1922, in Book 148, at page 80 of the Alameda County Official Records (the "**1921 Easement**").

C. In 2011, the SFPUC began building a replacement dam and spillway for the existing Calaveras Dam (the "**Project**") located on the Property. Calaveras Road is the main access road for the Project construction contractor to transport large equipment and materials to and from the Project site.

D. On January 10, 2017, a landslide occurred on the downslope edge of an approximately 100-foot section of Calaveras Road that Alameda County maintains on the Property pursuant to the 1921 Easement, resulting in damage to Calaveras Road and making the road impassible. In consultation with Alameda County, the SFPUC made road and slope improvements in and around the landslide area on Calaveras Road (the “**New Road Alignment**”) to avoid prolonged construction delays that would have delayed completion of the Project.

E. Alameda County has agreed to accept the New Road Alignment and desires to acquire an easement over a portion of the Property where a portion of the New Road Alignment exceeds the boundary of the 1921 Easement. The proposed new easement consists of two areas: one (1) approximately 5,484-square-foot road area (“**Road Area**”) and one (1) approximately 22,548-square-foot slope area (“**Slope Area**”) more particularly described and shown on attached Exhibit B (collectively, the “**Easement Area**”).

F. Grantor and Grantee desire to enter into this Agreement for the purpose of establishing a roadway and slope/retaining easement in favor of Grantee over the Easement Area, and for the purposes of setting forth the covenants and conditions pertaining to the construction and maintenance of roadway, slope, and retaining improvements and related improvements on the Easement Area (collectively, the “**Improvements**”).

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and with reference to the foregoing recitals, Grantor and Grantee hereby agree as follows:

1. **Grant of Easement.** Grantor, pursuant to Resolution No. _____, adopted by the Board of Supervisors on _____, 20__ and approved by the Mayor on _____, 20__, grants to Grantee, a permanent, nonexclusive easement for roadway, slope, and retaining purposes subject to the terms, conditions, restrictions, and reservations set forth herein as further described below (the “**Easement**”) over, across, along, and upon the Easement Area.

2. **Nature of Easement Area.**

a. **Road Area.** Grantee may construct, use, maintain, repair, and replace a roadway and necessary appurtenances over and across the Road Area, described and shown as Parcel B on attached Exhibit B, for the sole purpose of a public highway and county road over the Property.

b. **Slope Area.** Grantee shall maintain, monitor, and repair the slope and any future retaining walls and necessary appurtenances, including those providing subjacent support of Grantor’s upslope property, in, under, along and across the Slope Area, described and shown as Parcel A on attached Exhibit B. Grantee may replace or reconstruct the slope or install a retaining wall in accordance with this Easement Agreement.

3. **Maintenance.** Grantee shall, at its sole expense, repair and maintain the Improvements and Easement Area in good order and repair, ordinary wear and tear and casualty excepted; provided that any damage caused to the Improvements or Easement Area by members of the public, by Grantee, or 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 (“**Grantee’s Agents**”).

4. **Construction.** Grantee shall have the right to construct Improvements and perform all repairs in accordance with the specifications and other requirements approved or

imposed by Grantor and applicable government entities. All construction work shall be performed by or on behalf of Grantee, its employees, or its contractors in a good and workmanlike manner in compliance with all applicable laws. All such work shall be performed so as to reasonably minimize disruption to Grantor or of Grantor's use of the Property. During the period of Grantee's construction, Grantee shall provide for the safety of all persons and property in and around the area where any excavation, grading, or other construction work is being performed.

5. Use of Easement. Grantee, in its use of the Easement Area, shall comply with all laws, regulations, and requirements of all governmental bodies and authorities and shall observe all safety standards and guidelines applicable to the use and occupancy of the Easement Area and the construction, maintenance, repair, and replacement of the Improvements.

6. Insurance. Prior to Grantee's or Grantee's Agents' entry on the Easement Area for purposes of construction of, or any repairs to, the Improvements or the Easement Area, such entering parties shall obtain insurance coverage of types and in amounts required by Grantor. To the extent Grantee or Grantee's Agents use insurance policies to satisfy Grantor's requirements, such insurance policies shall name the City and County of San Francisco, its officers, agents, and employees as additional insureds. Such insurance shall be maintained throughout the entering parties' construction or repair activities on the Easement Area.

7. No Liens. Grantee shall not permit any claim, lien, or other encumbrance arising from its construction, use, maintenance, operation, or removal of the Improvements to accrue against, or attach to, the Easement Area or Grantor's interest in the Property.

8. 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 Easement Deed.

9. Subject to Existing Agreements. This Easement is subject to existing contracts, leases, licenses, easements, encumbrances, and claims which may affect the Easement Area.

10. 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):

To Grantor:

San Francisco Public Utilities Commission
Attn: Real Estate Director
Re: Calaveras Road Easement;
Alameda County
525 Golden Gate Avenue, 10th Floor
San Francisco, California 94102

With a copy to:

Office of the City Attorney
Real Estate and Finance Team
Re: Calaveras Road Easement;
Alameda County
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place

San Francisco, California 94102
Facsimile No.: (415) 554-4755

To Grantee:

County of Alameda

With a copy to:

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.

11. Indemnity. Grantee shall indemnify, defend (with counsel reasonably approved by Grantor and Grantor's agents), and hold Grantor harmless from and against any cost, expense, liability, damage or injury to property or persons to the extent caused by Grantee's negligence or willful misconduct (or that of Grantee's Agents) in the exercise of the rights granted to, or reserved by, Grantee hereunder. This Section shall survive the expiration and termination of the Easement.

12. Non-Waiver. No waiver by either party of any default in performance on the part of the other party, or of any breach or series of breaches of this Agreement, will constitute a waiver of any subsequent breach or a waiver of any term, covenant, or condition.

13. Severability. If any provision of this Agreement, or the application of any such provision to any person or circumstance, is held by any court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it is held invalid, will be construed as if the void or unenforceable provision were not included in this Agreement.

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

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

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

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
ANDRICO PENICK
Director of Property

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

By: _____
Shari Geller Diamant
Deputy City Attorney

ACCEPTED AND AGREED:

COUNTY OF ALAMEDA,
a political subdivision of the State of
California

By: _____
[NAME]

Its: _____

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)

Exhibit A

Legal Description of Grantor's Property

Exhibit B

Depiction of Easement Area

[see attached]



San Francisco Water Power Sewer

Services of the San Francisco Public Utilities Commission

525 Golden Gate Avenue, 13th Floor
San Francisco, CA 94102
T 415.554.3155
F 415.554.3161
TTY 415.554.3488

TO: Angela Calvillo, Clerk of the Board

FROM: Christopher Whitmore, SFPUC Policy and Government Affairs

DATE: August 24, 2018

SUBJECT: Sale of Easement - Portion of San Francisco Public Utilities Commission Parcel 75 (Calaveras Road in Sunol, California) - Alameda County

Attached please find an original and one copy of a proposed Resolution approving and authorizing the sale to Alameda County for \$2,457 of an easement on City and County of San Francisco property under the jurisdiction of the San Francisco Public Utilities Commission (SFPUC) consisting of one approximately 5,484-square-foot road area and one approximately 22,548-square-foot slope area on and above Calaveras Road in Sunol, California; adopting findings that the grant of the easement is consistent with the General Plan and the eight priority policies of Planning Code, Section 101.1; adopting findings under Administrative Code, Section 23.3, that offering the easement for sale through competitive bidding would be impractical; and authorizing the General Manager of the SFPUC or the Director of Property to execute documents, make certain modifications, and take certain actions in furtherance of this Resolution.

The following is a list of accompanying documents (2 sets):

1. Board of Supervisors Resolution
2. 1921 Easement
3. BOS Resolution 110-17
4. General Plan Referral
5. SFPUC Resolution No. 18-0129
6. Draft Purchase and Sale Agreement
7. Draft Easement Agreement

Please contact Christopher Whitmore at 415-934-3906 if you need any additional information on these items.

BY: [Signature]
2018 AUG 27 AM 10:00
BOARD OF SUPERVISORS

- Mark Farrell
Mayor
- Ike Kwon
President
- Vince Courtney
Vice President
- Ann Moller Caen
Commissioner
- Francesca Viotor
Commissioner
- Anson Moran
Commissioner
- Harlan L. Kelly, Jr.
General Manager

OUR MISSION: To provide our customers with high-quality, efficient and reliable water, power and sewer services in a manner that values environmental and community interests and sustains the resources entrusted to our care.





Services of the San Francisco Public Utilities Commission

Calaveras Road Sale of Easement to Alameda County

Dina Brasil, Real Estate Services
San Francisco Board of Supervisors
Budget & Finance Committee
September 13, 2018

PLU # 180 830
received in Committee
9/13/18 *me*



Calaveras Dam Replacement Project

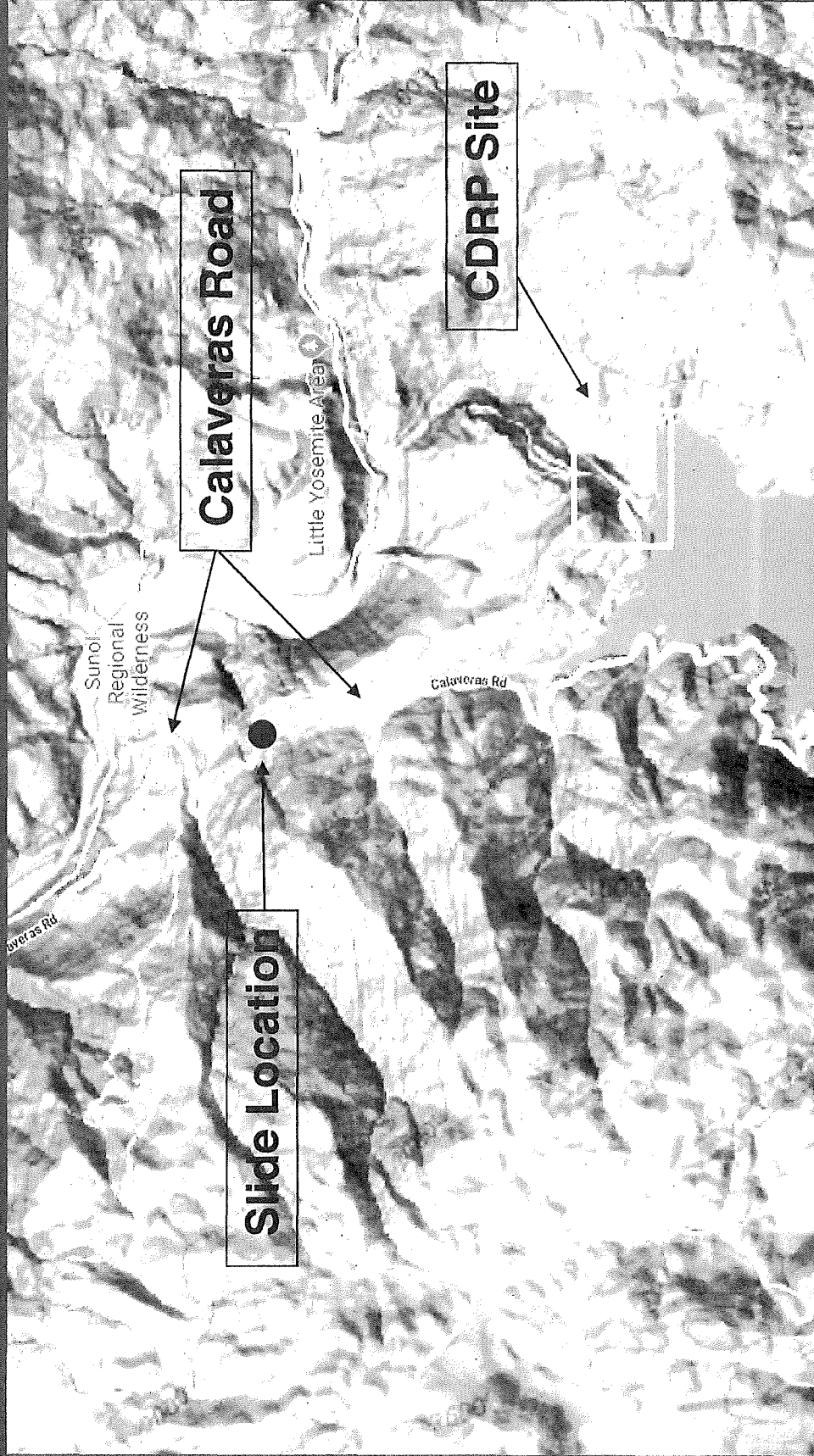




Landslide on Calaveras Road

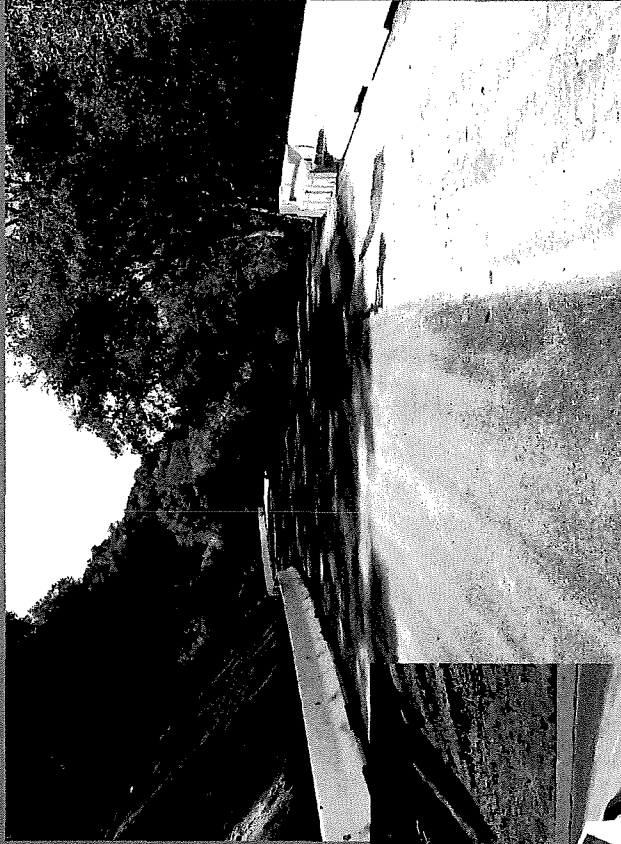
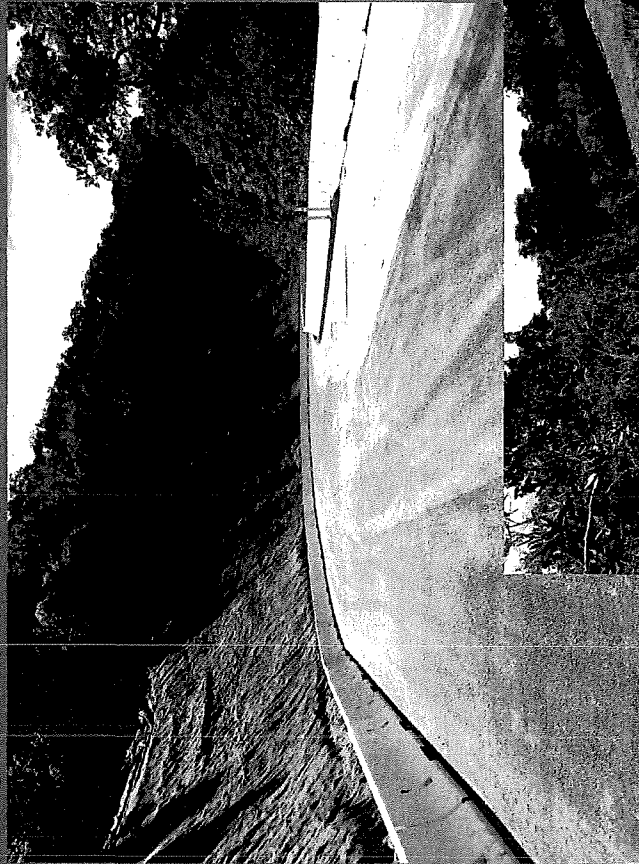


Road Closure



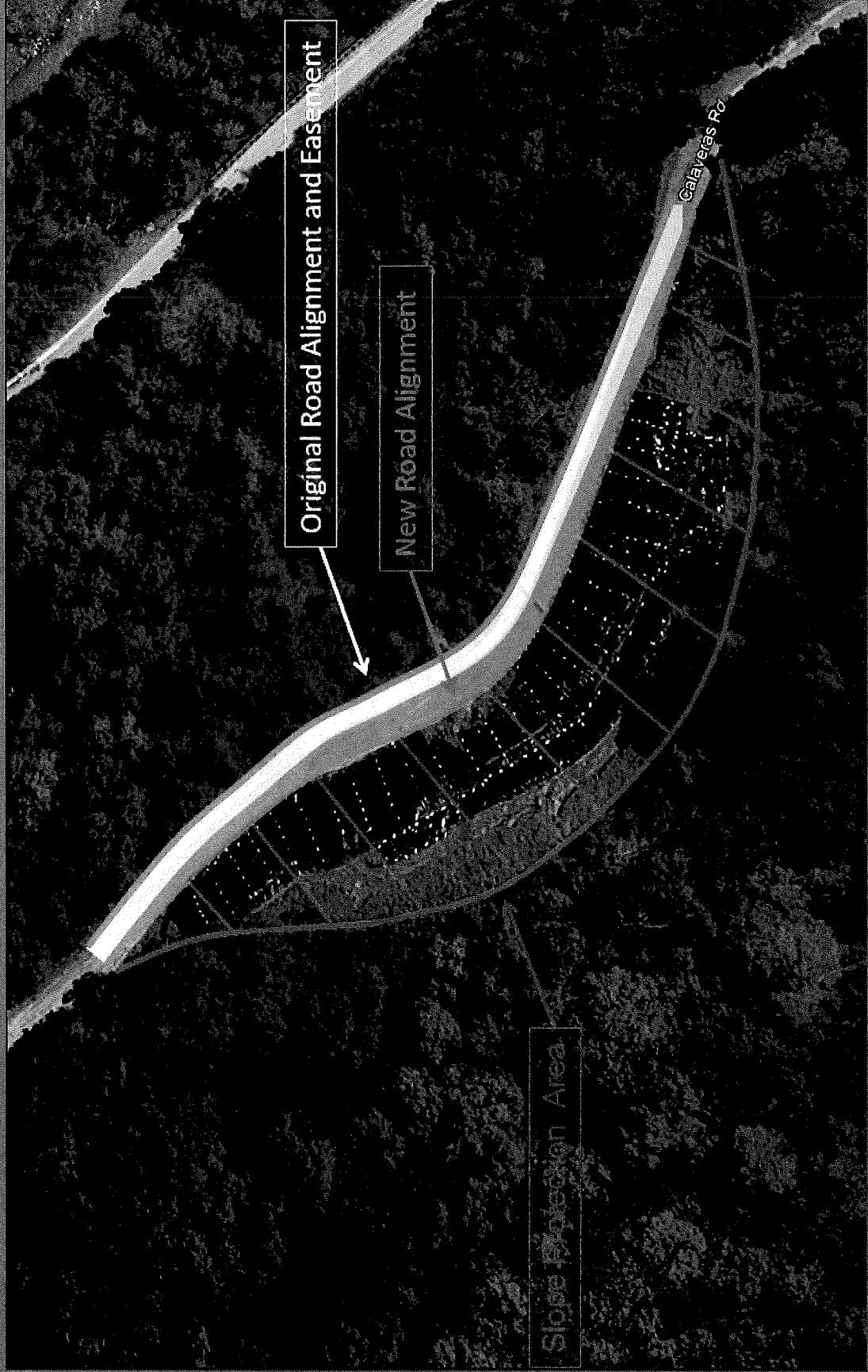


Repair of Calaveras Road





Road Realignment and New Easement



President, Board of Supervisors
District 10



City and County of San Francisco

Bob Det
Leg Clerk
BDF Clerk

MALIA COHEN
馬莉亞郭嫻

2018 SEP 13 AM 9:30
RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO

DATE: September 13, 2018

TO: Angela Calvillo
Clerk of the Board of Supervisors

FROM: Supervisor Malia Cohen
Chairperson

RE: Budget and Finance Sub-Committee
COMMITTEE REPORT

MC

Pursuant to Board Rule 4.20, as Chair of the Budget and Finance Sub-Committee, I have deemed the following matter is of an urgent nature and request it be considered by the full Board on Tuesday, September 18, 2018, as a Committee Report:

- **File No. 180708 [Authorizing Agreements - Binding Arbitration for Purchase of Electricity and Related Products - Public Utilities Commission - Total Costs of \$13,762,490]**
- **File No. 180830 [Sale of Easement - Portion of San Francisco Public Utilities Commission Parcel 75 (Calaveras Road in Sunol, California) - Alameda County - \$2,457]**

This matter will be heard in the Budget and Finance Sub-Committee on September 13, 2018, at 10:00 AM