

AGREEMENT FOR SALE OF REAL ESTATE

by and between

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

and

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

for the sale and purchase of

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

located in San Francisco,  
California

\_\_\_\_\_, 2026

## TABLE OF CONTENTS

	Page
1. SALE AND PURCHASE	4
1.1 Property Included in Sale	4
2. PURCHASE PRICE	4
3. TITLE 5	
3.1 Conditions of Title	5
3.2 Intentionally Omitted. <b>Error! Bookmark not defined.</b>	
3.3 Deed Restrictions	5
3.4 Reservation of Rights	5
3.5 Buyer’s Responsibility for Title Insurance	6
4. “AS-IS” PURCHASE; RELEASE OF SAN FRANCISCO	6
4.1 Buyer’s Independent Investigation	6
4.2 Property Disclosures	7
4.3 Entry and Indemnity	7
4.4 “As-Is” Purchase	8
4.5 Release of San Francisco	8
5. CONDITIONS PRECEDENT	9
5.1 Buyer’s Conditions Precedent	9
5.2 Contingency Period	10
5.3 San Francisco’s Condition Precedent	10
5.4 Failure of San Francisco’s Conditions Precedent	10
6. ESCROW AND CLOSING	11
6.1 Escrow	11
6.2 Closing Date	11
6.3 Deposit of Documents	11
6.4 Intentionally Omitted <b>Error! Bookmark not defined.</b>	
6.5 Title Company as Real Estate Reporting Person	12
7. INTENTIONALLY OMITTED	12
8. EXPENSES	12
8.1 Expenses	12
8.2 Brokers	12

9.	INTENTIONALLY OMITTED	13
10.	GENERAL PROVISIONS	13
10.1	Notices	13
10.2	Successors and Assigns	13
10.3	Amendments	14
10.4	Authority of Buyer	14
10.5	Buyer’s Representations and Warranties	14
10.6	Governing Law	14
10.7	Merger of Prior Agreements	14
10.8	Parties and Their Agents	15
10.9	Interpretation of Agreement	15
10.10	Time of Essence	15
10.11	No Merger	15
10.12	Non-Liability of San Francisco Officials, Employees and Agents	15
10.13	Conflicts of Interest	15
10.14	Notification of Limitations on Contributions	16
10.15	Sunshine Ordinance	16
10.16	Tropical Hardwood and Virgin Redwood Ban	16
10.17	No Recording	16
10.18	Effective Date	16
10.19	Severability	17
10.20	Acceptance by Buyer	17
10.21	Counterparts	17
10.22	Cooperative Drafting	17

## **LIST OF EXHIBITS**

EXHIBIT A-1	DESCRIPTION PARCEL NO. 55
EXHIBIT A-2	DEPICTION PARCEL NO. 55
EXHIBIT B	EXISTING TUNNEL EASEMENTS DESCRIPTION AND DEPICTION
EXHIBIT C	QUITCLAIM DEED FOR EXISTING TUNNEL EASEMENTS
EXHIBIT D-1	DESCRIPTION AND DEPICTION OF WETLAND AND STORMWATER FACILITIES EASEMENT
EXHIBIT D-2	DESCRIPTION AND DEPICTION OF BOX CULVERT AND STORMWATER OUTLET EASEMENT
EXHIBIT D-3	DESCRIPTION AND DEPICTION OF WETLAND FORCE MAIN EASEMENT
EXHIBIT D-4	DESCRIPTION AND DEPICTION OF ARMORED SPILLWAY EASEMENT
EXHIBIT D-5	DESCRIPTION AND DEPICTION OF FLOATING AND FAN-SHAPED EASEMENT
EXHIBIT E	FORM OF EASEMENT DEED FOR D-1 through D-5 EASEMENTS
EXHIBIT F	TERMINATION OF LEASE FORM



## **AGREEMENT FOR SALE OF REAL ESTATE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Existing Tunnel Easements. Daly City proposes to purchase the SFPUC’s interests in the existing Tunnel Easements to expand and use the Tunnel for drainage purposes. Daly City, in coordination with San Francisco has also negotiated forms of Amended and Restated Easement Agreements with the Park Service and The Olympic Club to acquire the SFPUC’s interest in, restate, and amend the existing Tunnel Easements.
2. New Easements on Parcel No. 55. Daly City proposes to purchase from San Francisco the following non-exclusive permanent easements on Parcel No. 55 (to be collectively referred to in this Agreement, with the Tunnel Easements, as the “**Easements**” or the “**Property**”):

- a. An easement to access, install, repair, replace, and maintain a treatment wetland, diversion structure, drainage tunnel, and related appurtenances (“**Wetland and Stormwater Facilities Easement**”), within an approximately 157,448-square-foot easement area as more particularly described and depicted in the attached **Exhibit D-1**, on a portion of Assessor’s Parcel No. 7283-004;
  - b. An easement to access, install, and maintain new box culverts and a storm water outlet (“**Box Culvert and Storm Water Outlet Easement**”), within an approximately 12,404-square-foot easement area as more particularly described and depicted in the attached **Exhibit D-2**, on a portion of Assessor’s Parcel No. 7283-004;
  - c. An easement to access, install, and maintain a wetland force main (“**Wetland Force Main Easement**”), within an approximately 2,057-square-foot easement area as more particularly described and depicted in the attached **Exhibit D-3**, on a portion of Assessor’s Parcel No. 7283-004;
  - d. An easement to access and maintain three (3) existing armored spillway areas (“**Armored Spillway Easement**”) totaling approximately 6,644 square feet, which easement areas are more particularly described and depicted in the attached **Exhibit D-4**, on a portion of Assessor’s Parcel No. 7283-004; and
  - e. An easement to access, install, and maintain a floating and fan-shaped pipeline and facility over Lake Merced (“**Floating and Fan-Shaped Easement**”), within an approximately 1,457-square-foot easement area as more particularly described and depicted in the attached **Exhibit D-5**, on a portion of Assessor’s Parcel No. 7283-004.
3. License to Operate Overflow Facilities. A fifty (50)-year license to use an approximately 9,286-square-foot area on Parcel No. 55 to construct, install, access, operate, repair, replace, and maintain an SFPUC overflow pipeline into Lake Merced (“**Overflow License**”).
  4. Habitat Restoration Sites License. A License Amendment dated \_\_\_\_\_ increasing the term of License No. P4703, dated August 18, 2025, to ten (10) years, allowing Daly City to use certain portions of Parcel No. 55 for the ongoing operation, inspection, maintenance, and repair of twelve (12) Habitat Mitigation Sites that are required for Daly City to satisfy conditions of the California Coastal Commission’s Coastal Development Permit No. 2-23-0862 for the Project (the “**Mitigation License Amendment**”).
  5. Temporary Construction Staging License. A 48-month license to access and use certain portions of Parcel No. 55 for construction related activities, including: (i) daily contractor parking; (ii) the storage of equipment, materials, and supplies; (iii) the relocation of existing above-ground and subsurface utilities (i.e., AT&T communications cables, PG&E gas transmission pipelines, and a 33-inch treated effluent gravity pipeline); and (iv) temporary workspace adjacent to the Easements to facilitate the construction and installation work (the “**Construction Staging License**”).

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

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

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

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

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

## **1. SALE AND PURCHASE**

### **1.1 Property Included in Sale**

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

## **2. PURCHASE PRICE**

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

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

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

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

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

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

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

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

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

### **3. TITLE**

#### **3.1 Conditions of Title**

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

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

#### **3.2 Third Party Rights in Easement Areas.**

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

#### **3.3 Deed Restrictions**

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

#### **3.4 Reservation of Rights**

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

### **3.5 Buyer's Responsibility for Title Insurance**

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

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

### **4.1 Buyer's Independent Investigation**

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

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

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

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

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

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

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

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

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

## 4.2 Property Disclosures

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

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

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

## 4.3 Entry and Indemnity

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

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

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

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

#### **4.4 "As-Is" Purchase**

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

#### **4.5 Release of San Francisco**

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



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

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

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

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

INITIALS: BUYER: \_\_\_\_\_

## **5. CONDITIONS PRECEDENT**

### **5.1 Buyer’s Conditions Precedent**

Buyer’s obligation to purchase the Easements is conditioned upon the following (“Buyer’s Conditions”):

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

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

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

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

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

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

## **5.2 Contingency Period**

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

## **5.3 San Francisco's Condition Precedent**

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

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

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

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

## **5.4 Failure of San Francisco's Conditions Precedent**

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

## 6. ESCROW AND CLOSING

### 6.1 Escrow

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

### 6.2 Closing Date

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

### 6.3 Deposit of Documents

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **6.4 Prorations**

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

#### **6.5 Title Company as Real Estate Reporting Person**

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

### **7. INTENTIONALLY OMITTED**

### **8. EXPENSES**

#### **8.1 Expenses**

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

#### **8.2 Brokers**

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

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

## **9. INTENTIONALLY OMITTED**

## **10. GENERAL PROVISIONS**

### **10.1 Notices**

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

#### **SAN FRANCISCO:**

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

#### **BUYER:**

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

with a copy to:

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

with a copy to:

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

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

### **10.2 Successors and Assigns**

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

### **10.3 Amendments**

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

### **10.4 Authority of Buyer**

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

### **10.5 Buyer's Representations and Warranties**

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

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

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

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

### **10.6 Governing Law**

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

### **10.7 Merger of Prior Agreements**

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

## **10.8 Parties and Their Agents**

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

## **10.9 Interpretation of Agreement**

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

## **10.10 Time of Essence**

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

## **10.11 No Merger**

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

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

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

## **10.13 Conflicts of Interest**

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

#### **10.14 Notification of Limitations on Contributions**

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

#### **10.15 Sunshine Ordinance**

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

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

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

#### **10.17 No Recording**

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

#### **10.18 Effective Date**

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



### **10.19 Severability**

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

### **10.20 Acceptance by Buyer**

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

### **10.21 Counterparts**

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

### **10.22 Cooperative Drafting**

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

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

*[SIGNATURES ON FOLLOWING PAGE]*

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

SAN FRANCISCO:

BUYER:

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

CITY OF DALY CITY  
a California municipal corporation

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

By: \_\_\_\_\_  
THOMAS J. PICCOLOTTI  
City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM

DAVID CHIU, City Attorney

ROSE ZIMMERMAN, City Attorney

By: \_\_\_\_\_  
Nancy Taylor  
Deputy City Attorney

By \_\_\_\_\_  
Rose Zimmerman  
City Attorney

**EXHIBIT A-1**

**PARCEL NO. 55 DESCRIPTION**

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

*[see attached]*

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

Being all of Outside Lands Block No. 859.

**Parcel 52:**

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

Being a portion of Outside Lands Block No. 774.

**Parcel 53:**

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

Being a portion of Outside Lands Block No. 775.

**Parcel 54:**

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

Being a portion of Outside Lands Block No. 952.

**Parcel 55: Lake Merced Tract.**

The following described parcel of land situate partly within the

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

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

17' east 627.77 feet; thence on a curve to the right with a radius of 550 feet and a central angle of  $31^{\circ} 30'$ , a distance of 302.38 feet; thence south  $48^{\circ} 47'$  east 17.81 feet; thence on a curve to the right with a radius of 100 feet and a central angle of  $97^{\circ} 57'$ , a distance of 170.95 feet; thence south  $49^{\circ} 10'$  west 105.57 feet; thence on a curve to the left with a radius of 125 feet and a central angle of  $80^{\circ} 40'$ , a distance of 175.99 feet; thence south  $31^{\circ} 30'$  east 217.30 feet; thence on a curve to the left with a radius of 125 feet and a central angle of  $61^{\circ} 30'$ , a distance of 134.17 feet; thence north  $87^{\circ}$  east 287.95 feet; thence south  $74^{\circ} 49\frac{1}{2}'$  east 503.42 feet to a point in the easterly boundary of the Rancho Laguna de la Merced; thence along said boundary south  $0^{\circ} 15'$  east 268.08 feet to a point which is distant along said boundary 1530.44 feet northerly from a granite monument set at the intersection thereof with the boundary line between the City and County of San Francisco and the County of San Mateo; thence the following courses and distances: north  $74^{\circ} 33\frac{1}{2}'$  west 354.95 feet to Point No. 63 hereinafter referred to in the description of Parcel 60; north  $80^{\circ} 23\frac{1}{2}'$  west 568.05 feet; south  $75^{\circ} 36\frac{1}{2}'$  west 266.00 feet; south  $86^{\circ} 36\frac{1}{2}'$  west 146.00 feet; north  $54^{\circ} 23\frac{1}{2}'$  west 101.00 feet; north  $66^{\circ} 13\frac{1}{2}'$  west 160.00 feet; north  $65^{\circ} 28\frac{1}{2}'$  west 344.00 feet; north  $72^{\circ} 41\frac{1}{2}'$  west 97.00 feet; south  $82^{\circ} 18\frac{1}{2}'$  west 229.00 feet; north  $69^{\circ} 41\frac{1}{2}'$  west 173.00 feet; north  $86^{\circ} 21\frac{1}{2}'$  west 315.00 feet; south  $63^{\circ} 58\frac{1}{2}'$  west 108.00 feet; south  $5^{\circ} 21\frac{1}{2}'$  east 282.00 feet; north  $86^{\circ} 51\frac{1}{2}'$  west 195.00 feet; north  $42^{\circ} 31\frac{1}{2}'$  west 305.00 feet; north  $80^{\circ} 01\frac{1}{2}'$  west 282.00 feet; north  $89^{\circ} 01\frac{1}{2}'$  west 321.00 feet to Point No. 79 hereinafter referred to; south  $29^{\circ} 58\frac{1}{2}'$  west 105.00 feet; south  $13^{\circ} 13\frac{1}{2}'$  west 535.00 feet; south  $3^{\circ} 33\frac{1}{2}'$  west 628.00 feet; south  $19^{\circ} 56\frac{1}{2}'$  east 285.00 feet; south  $3^{\circ} 16\frac{1}{2}'$  east 352.00 feet; south  $39^{\circ} 46\frac{1}{2}'$  east 107.00 feet; south  $82^{\circ} 01'$  east 90.14 feet to Point No. 86 hereinafter referred to, which point is in the boundary line between the City and County of San Francisco and the County of San Mateo distant thereon 3659.07 feet westerly from a granite monument set at the intersection thereof with the easterly line of the Rancho Laguna de la Merced; thence the following courses and distances: south  $0^{\circ} 01\frac{1}{2}'$  east 610.63 feet to Point No. 87, hereinafter referred to; thence south  $5^{\circ} 26\frac{1}{2}'$  east 400 feet; thence south  $15^{\circ} 26\frac{1}{2}'$  east 400 feet; south  $6^{\circ} 25\frac{1}{2}'$  west 838.00 feet; south  $88^{\circ} 45\frac{1}{2}'$  west 532.00 feet; north  $34^{\circ} 19\frac{1}{2}'$  west 430.00 feet; north  $4^{\circ} 40'$  west 977.67 feet; north  $0^{\circ} 02'$  west 617.78 feet to Point No. 94, hereinafter referred to; thence north  $58^{\circ} 30'$  west 555.05 feet to a point in the boundary line between the City and County of San Francisco and the County of San Mateo, distant 342.37 feet easterly from a granite monument in said boundary line; thence north  $58^{\circ} 30'$  west 39.42 feet; thence on a curve to the right with a radius of 730 feet and a central angle of  $49^{\circ} 45\frac{1}{2}'$ , a distance of 633.97 feet; thence north  $8^{\circ} 44\frac{1}{2}'$  west 188.53 feet; thence on a curve to the left with a radius of 200 feet and a central angle of  $11^{\circ} 05'$ , a distance of 38.69 feet; thence north  $19^{\circ} 49\frac{1}{2}'$  west 333.18 feet; thence on a curve to the left with a radius of 110 feet and a central angle of  $61^{\circ} 37\frac{1}{2}'$ , a distance of 118.31 feet; thence north  $81^{\circ} 27'$  west 76.59 feet; thence on a curve to the right with a radius of 370 feet and a central angle of  $50^{\circ} 09\frac{1}{2}'$ , a distance of 323.91 feet; thence north  $31^{\circ} 17\frac{1}{2}'$  west 890.93 feet; thence on a curve to the left with a radius of 200 feet and a central angle of  $17^{\circ} 00\frac{1}{2}'$ , a distance of 59.36 feet; thence north  $48^{\circ} 18'$  west 416.66 feet; thence on a curve to the right with a radius of 200 feet and a central angle of  $21^{\circ} 00'$ , a distance of 73.30 feet; thence north  $27^{\circ} 18'$  west 297.68 feet; thence north  $27^{\circ} 18'$  west 14.22 feet; thence on a curve to the left with a radius of 300 feet and a central angle of  $41^{\circ} 56'$ , a distance of 219.56 feet; thence north  $69^{\circ} 14'$  west 699.64 feet; thence on a curve to the right with a radius of 1000 feet and a central angle of  $16^{\circ} 12\frac{1}{2}'$ , a distance of 282.89 feet; thence north  $53^{\circ} 01\frac{1}{2}'$  west 434.46 feet; thence on a curve to the right with a radius of 500 feet

and a central angle of  $56^{\circ} 03'$ , a distance of 489.13 feet; thence north  $3^{\circ} 01\frac{1}{2}'$  east 232 feet; thence on a curve to the left with a radius of 400 feet and a central angle of  $34^{\circ} 09'$ , a distance of 238.41 feet; thence north  $31^{\circ} 07\frac{1}{2}'$  west 127.85 feet; thence on a curve to the right with a radius of 200 feet and a central angle of  $16^{\circ} 06'$ , a distance of 56.20 feet; thence north  $15^{\circ} 01\frac{1}{2}'$  west 89.06 feet; thence on a curve to the left with a radius of 300 feet and a central angle of  $25^{\circ} 03'$ , a distance of 131.16 feet; thence north  $40^{\circ} 04\frac{1}{2}'$  west 297.11 feet; thence on a curve to the left with a radius of 300 feet and a central angle of  $2^{\circ} 23'$ , a distance of 12.48 feet; thence north  $42^{\circ} 27\frac{1}{2}'$  west 417.45 feet; thence on a curve to the right with a radius of 285 feet and a central angle of  $42^{\circ} 10'$ , a distance of 209.74 feet; thence on a curve to the left with a radius of 675 feet and a central angle of  $18^{\circ}$ , a distance of 212.06 feet; thence north  $18^{\circ} 17\frac{1}{2}'$  west 277.73 feet; thence on a curve to the right with a radius of 400 feet and a central angle of  $19^{\circ} 59'$ , a distance of 139.51 feet; thence north  $1^{\circ} 41\frac{1}{2}'$  east 196.11 feet; thence on a curve to the right with a radius of 200.20 feet and a central angle of  $37^{\circ} 48'$ , a distance of 132.07 feet; thence on a curve to the left with a radius of 370 feet and a central angle of  $34^{\circ} 30'$ , a distance of 222.79 feet; thence north  $4^{\circ} 59\frac{1}{2}'$  east 55 feet to Point No. 129, hereinafter referred to, which point is south  $85^{\circ} 00\frac{1}{2}'$  east 50 feet from the southeast corner of the United States Life Saving Station Tract; thence south  $85^{\circ} 00\frac{1}{2}'$  east 50 feet; thence north  $4^{\circ} 59\frac{1}{2}'$  east 1040.77 feet; thence north  $3^{\circ} 01'$  west 63.41 feet; thence on a curve to the right with a radius of 400 feet and a central angle of  $66^{\circ} 46'$ , a distance of 466.12 feet; thence north  $63^{\circ} 45'$  east 934.65 feet; thence on a curve to the right with a radius of 200 feet and a central angle of  $81^{\circ} 28' 30''$ , a distance of 284.40 feet; thence south  $34^{\circ} 46' 30''$  east 905.42 feet; thence on a curve to the left with a radius of 200 feet and a central angle of  $66^{\circ} 26' 30''$ , a distance of 231.92 feet; thence north  $78^{\circ} 47'$  east 305.13 feet; thence on a curve to the left with a radius of 100 feet and a central angle of  $81^{\circ} 49' 50''$ , a distance of 142.82 feet to a point on the southerly extension of the center line of 37th Avenue; thence along said last mentioned extension north  $3^{\circ} 02' 50''$  west 1444.29 feet to the southerly line of Sloat Boulevard; thence easterly along said southerly line of Sloat Boulevard 310.26 feet to the point of commencement. Containing 811.13 acres.

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In the event of the sale by the Spring Valley Water Company of any portion of the land contained within said strip, the above condi-

tions and restrictions shall be made forever binding upon the parties to whom said land may be sold and upon their successors in interest.

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

**Parcel 56: Central Pump Station Lot.**

Commencing at the point of intersection of the southerly line of Sloat Boulevard with the easterly line of Twenty-third Avenue, if said line of Twenty-third Avenue be produced southerly along its present course; and running thence southerly along said easterly line of Twenty-third Avenue produced 660 feet; thence at an angle of  $90^{\circ} 00\frac{1}{2}'$  to the left 400 feet; thence at an angle of  $89^{\circ} 59\frac{1}{2}'$  to the left and parallel to said easterly line of Twenty-third Avenue 657.39 feet to the southerly line of Sloat Boulevard; thence westerly along said line of Sloat Boulevard at an angle of  $88^{\circ} 44\frac{1}{2}'$  to the left 118 feet to a post set at an angle therein and marked B-8; thence at an angle of  $1^{\circ} 16'$  to the left and continuing along said line of Sloat Boulevard 282.03 feet to the easterly line of Twenty-third Avenue produced as aforesaid and the point of commencement. Containing 6.057 acres.

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

Beginning at the intersection of the easterly line of the Rancho Laguna de la Merced with the southerly line of Ocean Avenue and running thence along said line of said Rancho, at an angle of  $64^{\circ} 53' 16''$  from said southerly line of Ocean Avenue, south  $2^{\circ} 35'$  west 230.19 feet; thence leaving said Rancho line south  $89^{\circ} 40'$  east 10.01 feet; thence south  $2^{\circ} 35'$  west 712.16 feet; thence north  $87^{\circ} 25'$  west 10 feet to said Rancho line; thence along said Rancho line south  $2^{\circ} 35'$  west 340.30 feet; thence leaving said Rancho line south  $87^{\circ} 25'$  east 10.00 feet; thence south  $2^{\circ} 35'$  west 2207.96 feet; thence south  $89^{\circ} 37'$  west 10.01 feet to said Rancho line; thence along said Rancho line south  $2^{\circ} 35'$  west 1565.48 feet to an angle therein; thence leaving said Rancho line south  $16^{\circ} 23'$  east 1438.32 feet to the intersection of said easterly line of said Rancho with the northerly line of the tract hereinabove described as Parcel No. 55; thence along said line of Parcel No. 55, north  $74^{\circ} 49\frac{1}{2}'$  west 23.47 feet to the southeasterly corner of that certain tract of land described as Parcel 4 in a deed from Spring Valley Water Company to City and County of San Francisco dated May 1, 1929, and recorded June 18, 1929, in Volume 1863, Official Records of the City and County of San Francisco at page 281; thence northerly along the easterly line of said Parcel 4 and the easterly line of the tract of land described as Parcel 2 in said deed; 6497.491 feet to the southerly line of Ocean Avenue aforesaid; thence south  $60^{\circ} 30'$  east 22.43 feet along said Ocean Avenue to the point of beginning. Containing 3.66 acres.

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

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

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

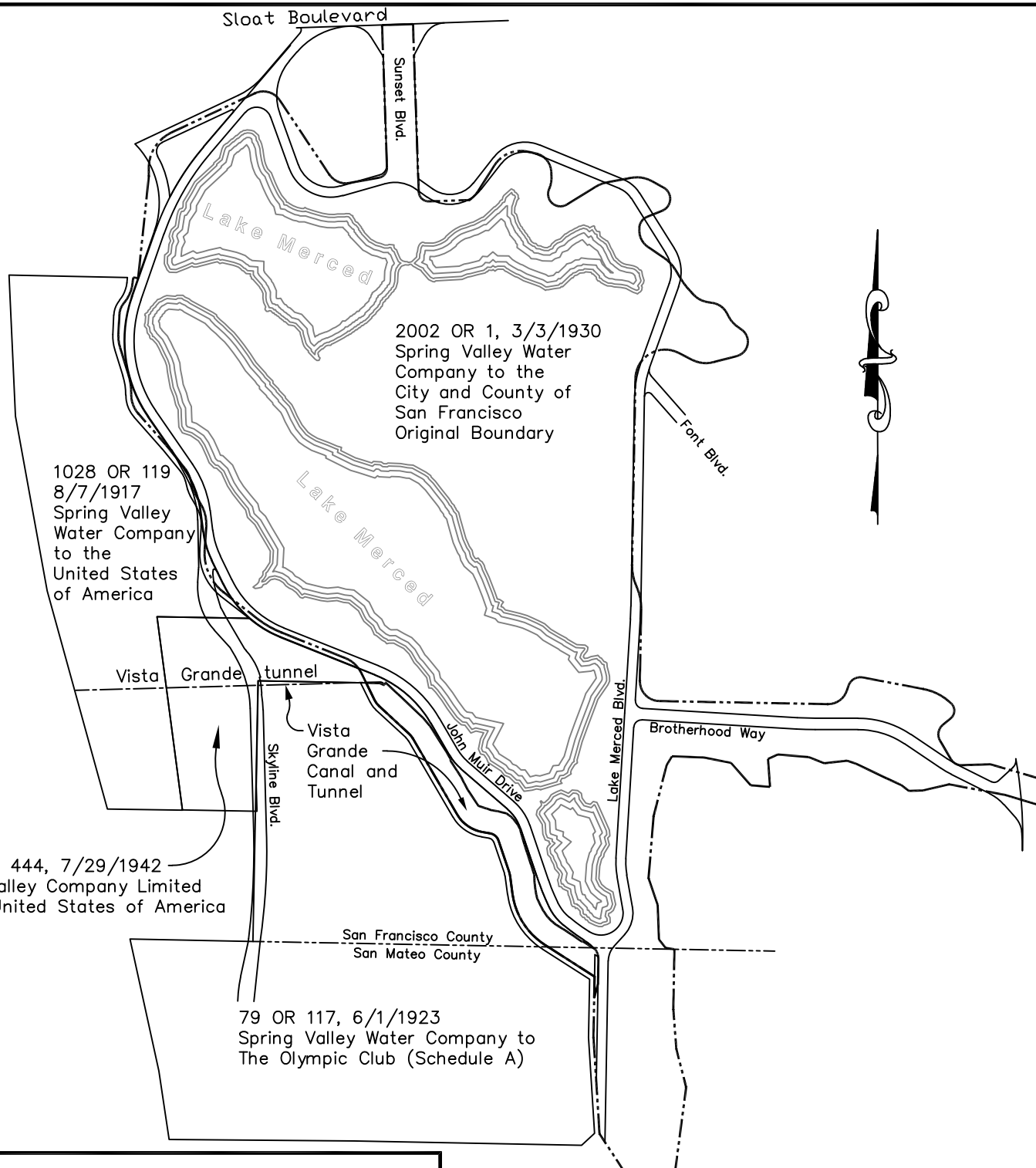
**Parcel 57-B: Strip along Junipero Serra Boulevard, South of Ocean View Gulch.**

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



**EXHIBIT A-2**  
**DEPICTION OF PARCEL NO. 55**

*[see attached]*



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

Exhibit B  
SFPUC Parcel 55  
(Lake Merced Tract)  
2002 Official Records 1  
San Francisco Lands

City and County of San Francisco

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

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

Scale: 1" = 1500'

Date: October 22, 2025

Page 1 of 1

Drawing No. 21-0005

**EXHIBIT B**  
**DESCRIPTION AND DEPICTION OF EXISTING TUNNEL EASEMENTS**

*[attached]*

May 25, 2022

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

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

**Strip No. One)**

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

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

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

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

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

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

**Strip No. Two)**

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

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

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

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

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

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

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

### **END OF DESCRIPTION**

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

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

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

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

---

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

---

DATE

J:\CONJobs2\16926- City of Daly City - Vista Grande Pipeline\Office\Legals\JgMay Legal Descriptions 5.25.2022- Legal Description- SUR Map .docx

**BASIS OF BEARINGS:**

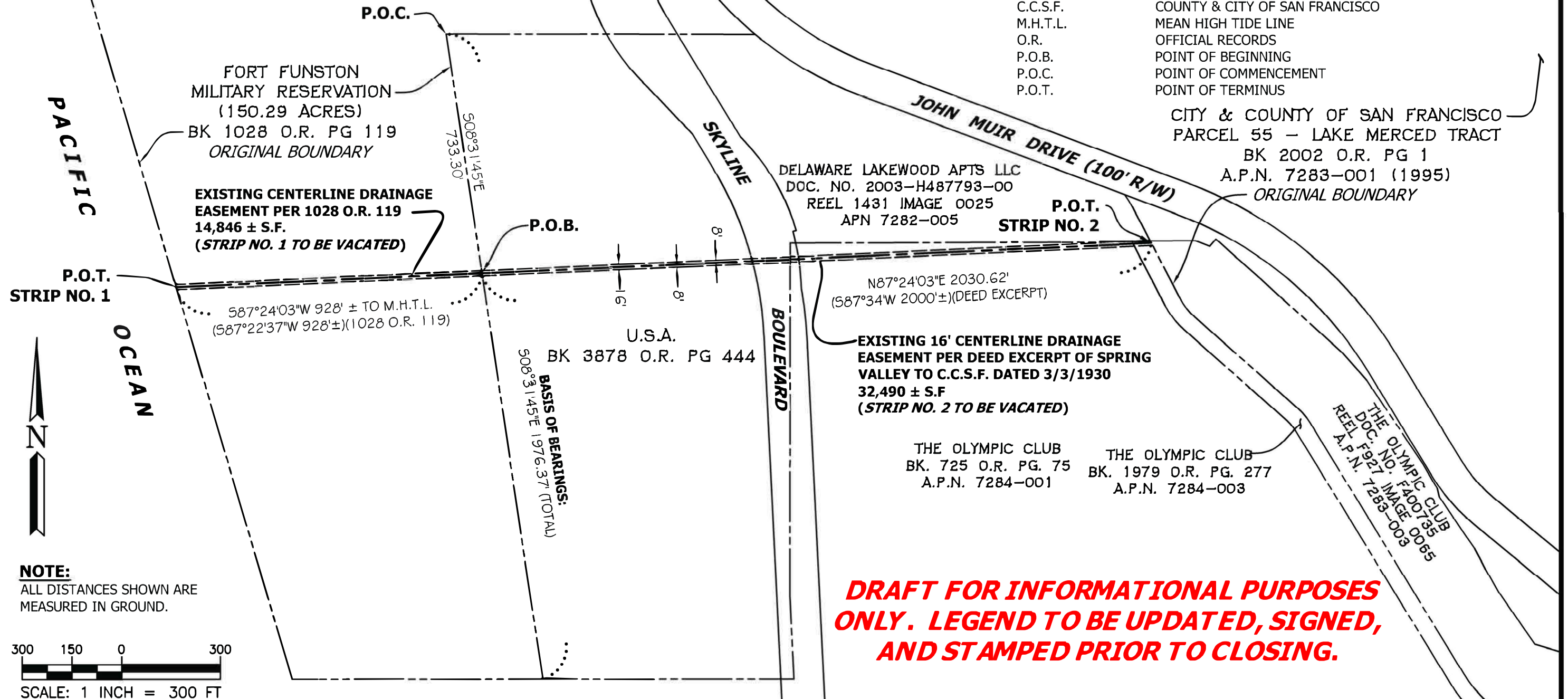
THE SOUTHEASTERLY LINE OF FORT FUNSTON MILITARY RESERVATION (150.29 ACRES) PER BK 1028 O.R. PG 119 WHICH BEARS SOUTH 8°31'45" EAST.

**EXHIBIT "B"****LEGEND**

EXISTING CENTERLINE DRAINAGE EASEMENT TO BE VACATED  
PROPERTY LINE  
ASSESSOR'S PARCEL NUMBER  
COUNTY & CITY OF SAN FRANCISCO  
MEAN HIGH TIDE LINE  
OFFICIAL RECORDS  
POINT OF BEGINNING  
POINT OF COMMENCEMENT  
POINT OF TERMINUS

A.P.N.  
C.C.S.F.  
M.H.T.L.  
O.R.  
P.O.B.  
P.O.C.  
P.O.T.

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



SHEET 1 OF 1



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

APPROVED:  
  
CITY & COUNTY SURVEYOR  
DATE

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

ISSUE DATE
05/23/22
MAP NUMBER
<b>SUR 2022-016</b>

**EXHIBIT C**  
**QUITCLAIM DEED**

RECORDING REQUESTED BY,  
AND WHEN RECORDED RETURN TO:

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

and

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

MAIL TAX STATEMENTS TO:

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

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

APN: 7284-001, 7284-003, 7282-005, 7282-006

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

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

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



Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
SARAH R. OERTH  
Director of Property

APPROVED AS TO FORM:

DAVID CHIU  
City Attorney

By: \_\_\_\_\_  
NANCY TAYLOR  
Deputy City Attorney

DESCRIPTION CHECKED/APPROVED:

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

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

State of California                    )  
  ) ss  
County of \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

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

## **Exhibit 1**

### **Description of the Property**

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

*[see attached]*

May 25, 2022

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

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

**Strip No. One)**

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

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

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

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

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

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

**Strip No. Two)**

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

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

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

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

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

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

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

### **END OF DESCRIPTION**

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

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

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

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

---

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

---

DATE

J:\CONJobs2\16926- City of Daly City - Vista Grande Pipeline\Office\Legals\JgMay Legal Descriptions 5.25.2022- Legal Description- SUR Map .docx

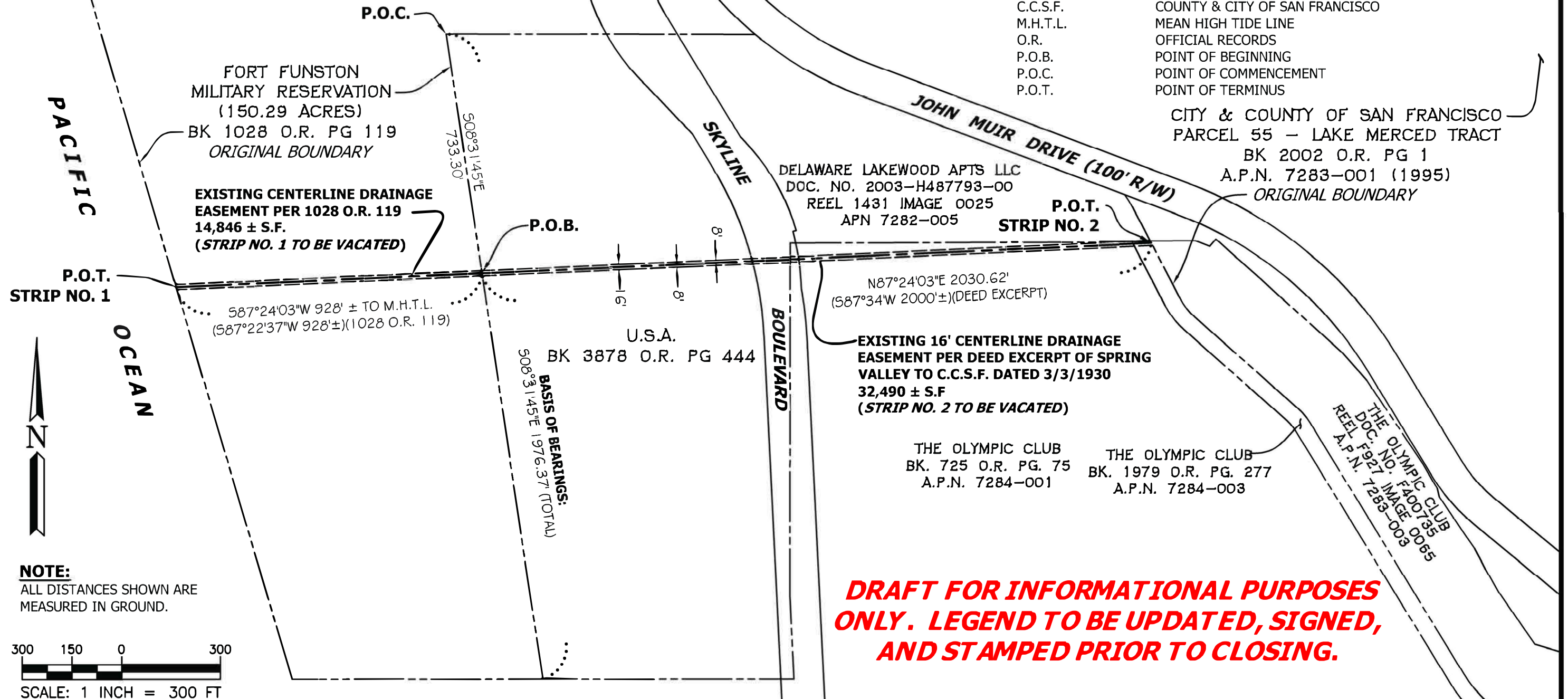
**BASIS OF BEARINGS:**

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

**EXHIBIT "B"****LEGEND**

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

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



SHEET 1 OF 1



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

APPROVED:  
  
CITY & COUNTY SURVEYOR  
DATE

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

ISSUE DATE  
05/23/22  
MAP NUMBER  
**SUR 2022-016**

**EXHIBIT D-1**

**DESCRIPTION AND DEPICTION OF WETLAND AND STORMWATER FACILITIES  
EASEMENT**

*[see attached]*



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Containing 157,448 square feet, more or less.

**END OF DESCRIPTION**

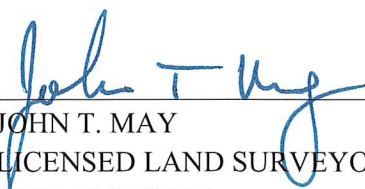
The Common County Limits Line between the City and County of San Francisco and the County of San Mateo as depicted on that certain County Line Record of Survey Map recorded June 26, 2020, in Map Book 11 at Pages 178-200, City and County of San Francisco and recorded May 28, 2020, in Book 49 L.L.S. Maps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

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

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

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

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

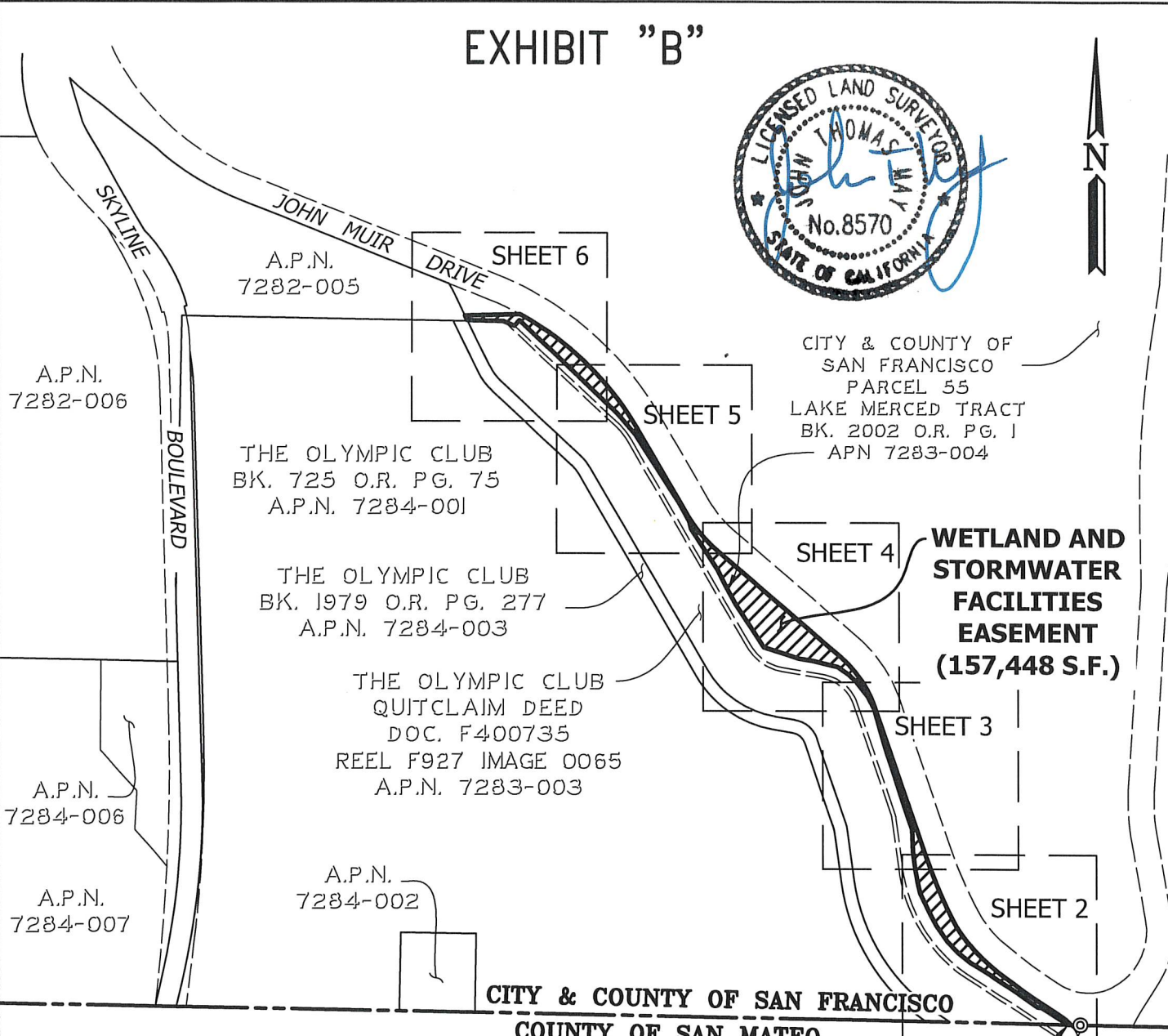
  
JOHN T. MAY  
LICENSED LAND SURVEYOR No. 8570  
(EXP. 03/31/2027)  
STATE OF CALIFORNIA

October 9, 2025  
DATE:



J:\CONJobs1\16926- City of Daly City - Vista Grande Pipeline\Office\CAD\PLATS\16926-Daly City Vista Grande Pipeline\_PLAT\_WETLAND&STORMWATER.dwg; Oct 09, 2025 - 3:08pm

# EXHIBIT "B"



CITY & COUNTY OF  
SAN FRANCISCO  
PARCEL 55  
LAKE MERCED TRACT  
BK. 2002 O.R. PG. 1  
APN 7283-004

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



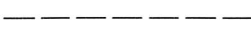
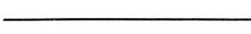

**CITY & COUNTY OF SAN FRANCISCO**  
**COUNTY OF SAN MATEO**

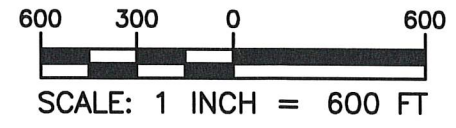
**P.O.B.**  
**P.O.C.**

## BASIS-OF-BEARINGS:

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

## LEGEND:

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



SHEET 1 OF 6



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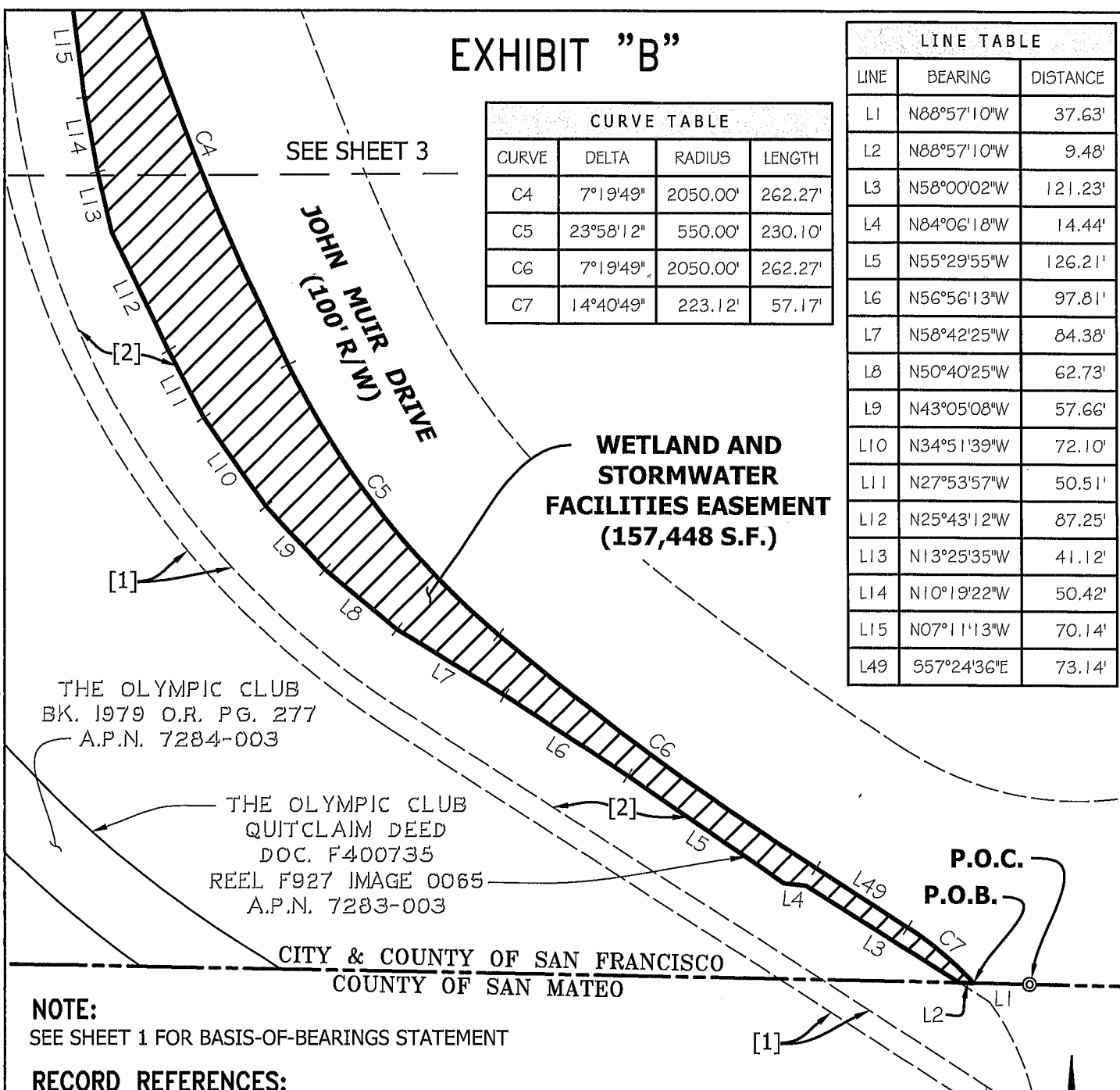


J:\CONJobs1\16926- City of Daly City - Vista Grande Pipeline\Office\CAD\PLATS\16926-Daly City Vista Grande Pipeline\_PLAT\_WETLAND&STORMWATER.dwg: Oct 09, 2025 - 3:51pm

# EXHIBIT "B"

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

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



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

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

CITY & COUNTY OF SAN FRANCISCO  
COUNTY OF SAN MATEO

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

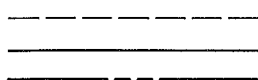
## NOTE:

SEE SHEET 1 FOR BASIS-OF-BEARINGS STATEMENT

## RECORD REFERENCES:

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

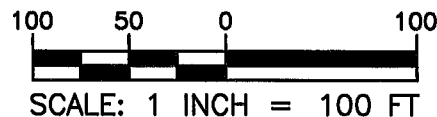
## LEGEND:



A.P.N.  
P.O.B.  
P.O.C.

WETLAND AND STORMWATER  
FACILITIES EASEMENT  
CITY MONUMENT WITH BRASS  
TACK  
EXISTING EASEMENT  
PROPERTY LINE  
COUNTY LIMIT LINE  
ASSESSOR'S PARCEL NUMBER  
POINT OF BEGINNING  
POINT OF COMMENCEMENT

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



SHEET 2 OF 6

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# EXHIBIT "B"

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

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

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

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

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

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

**JOHN MUIR DRIVE  
(100' R/W)**

SEE SHEET 2

SEE SHEET 4

## NOTE:

SEE SHEET 1 FOR BASIS-OF-BEARINGS STATEMENT

## RECORD REFERENCES:

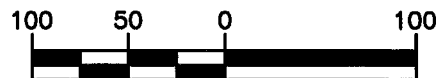
- [1] 15' INGRESS & EGRESS EASEMENT (DOC. 93147843)
- [2] CANAL EASEMENT (DOC. 93147843)

## LEGEND:



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

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



SCALE: 1 INCH = 100 FT



SHEET 3 OF 6



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# EXHIBIT "B"

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

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

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

JOHN MUIR DRIVE  
(100' R/W)

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

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

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

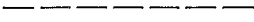
## NOTE:

SEE SHEET 1 FOR BASIS-OF-BEARINGS STATEMENT

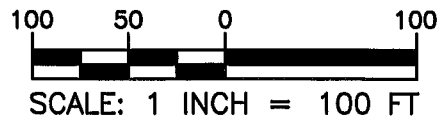
## RECORD REFERENCES:

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

## LEGEND:

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

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



SHEET 4 OF 6



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# EXHIBIT "B"

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

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

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

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

JOHN MUIR DRIVE  
(100' R/W)

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

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

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


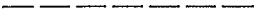

### NOTE:

SEE SHEET 1 FOR BASIS-OF-BEARINGS STATEMENT

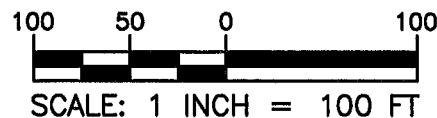
### RECORD REFERENCES:

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

### LEGEND:

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

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



SHEET 5 OF 6

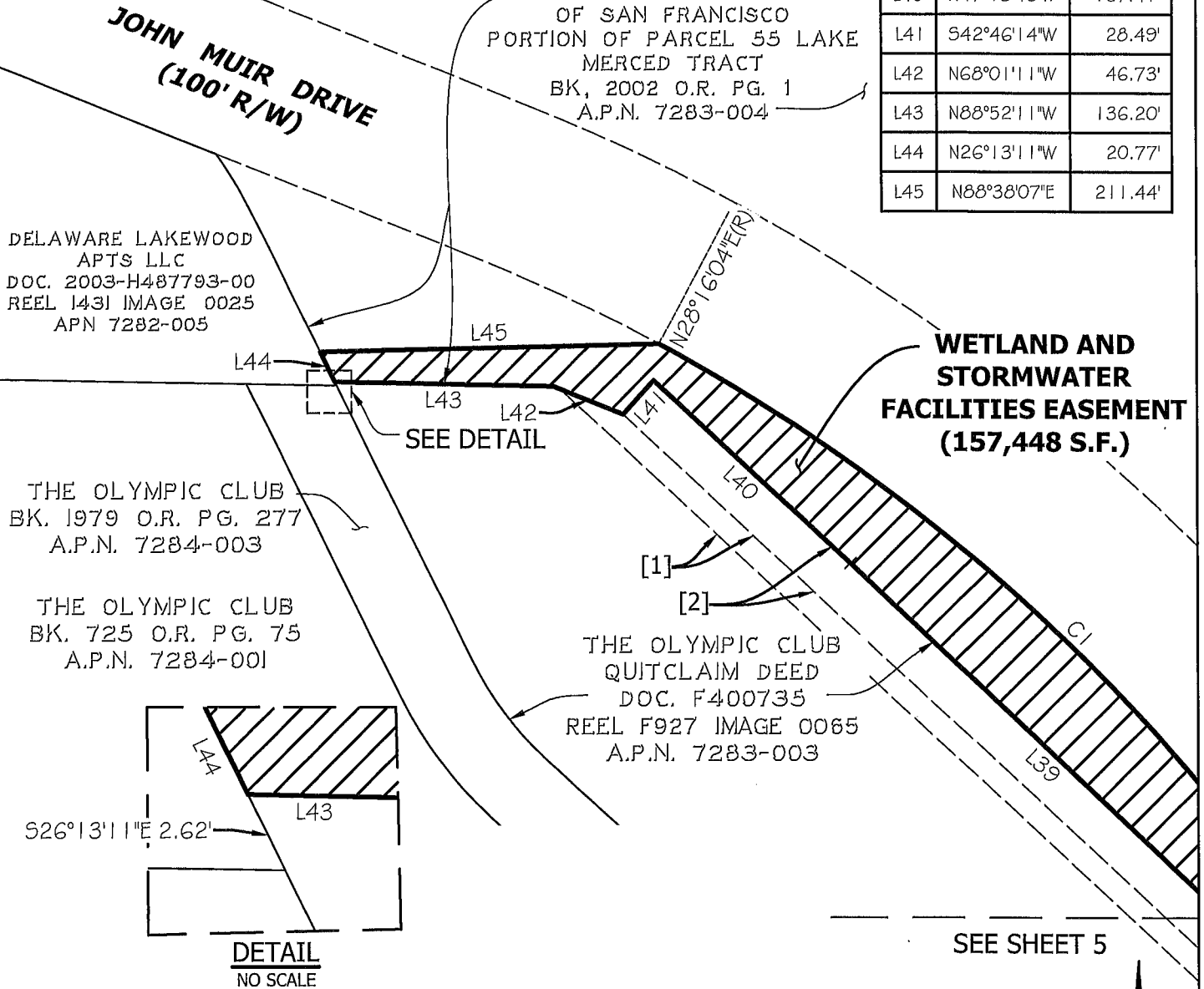


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# EXHIBIT "B"

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

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



## NOTE:

SEE SHEET 1 FOR BASIS-OF-BEARINGS STATEMENT

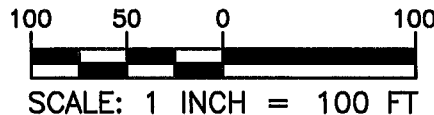
## RECORD REFERENCES:

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

## LEGEND:

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

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



SHEET 6 OF 6



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**EXHIBIT D-2**

**DESCRIPTION AND DEPICTION OF BOX CULVERT AND STORM WATER  
OUTLET EASEMENT**

*[see attached]*

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

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

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

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

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

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

Containing 6,404 square feet, more or less.

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

**END OF DESCRIPTION**

October 9, 2023


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

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

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

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

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

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

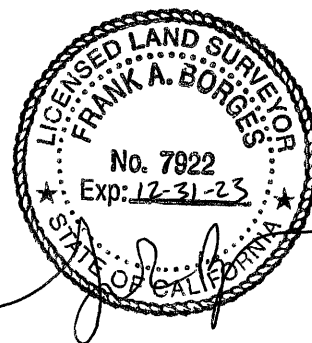
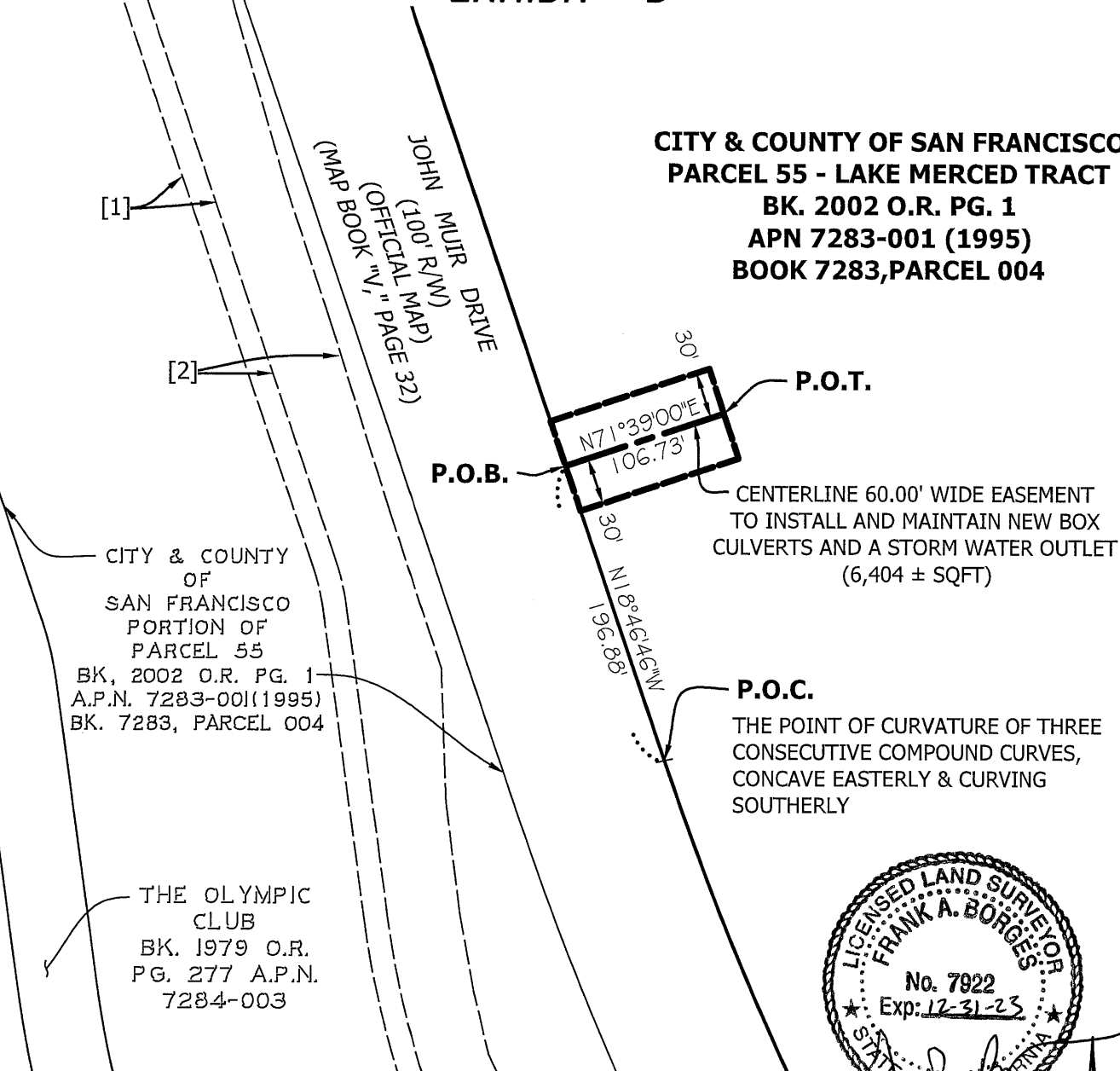


OCTOBER 9, 2023  
DATE:

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

# EXHIBIT "B"

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



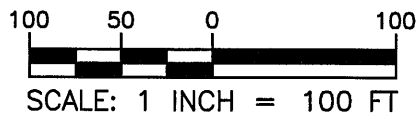
## RECORD REFERENCES:

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

## LEGEND:

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

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



SHEET 1 OF 1



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**EXHIBIT D-3**

**DESCRIPTION AND DEPICTION OF WETLAND FORCE MAIN EASEMENT**

*[see attached]*



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

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

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

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

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

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

**END OF DESCRIPTION**

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

January 27, 2025

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

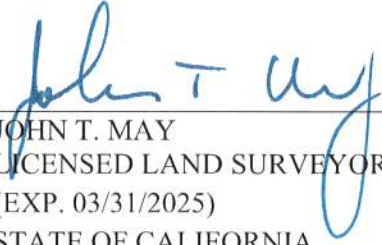
Containing 2,057 square feet, more or less.

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

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

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

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

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

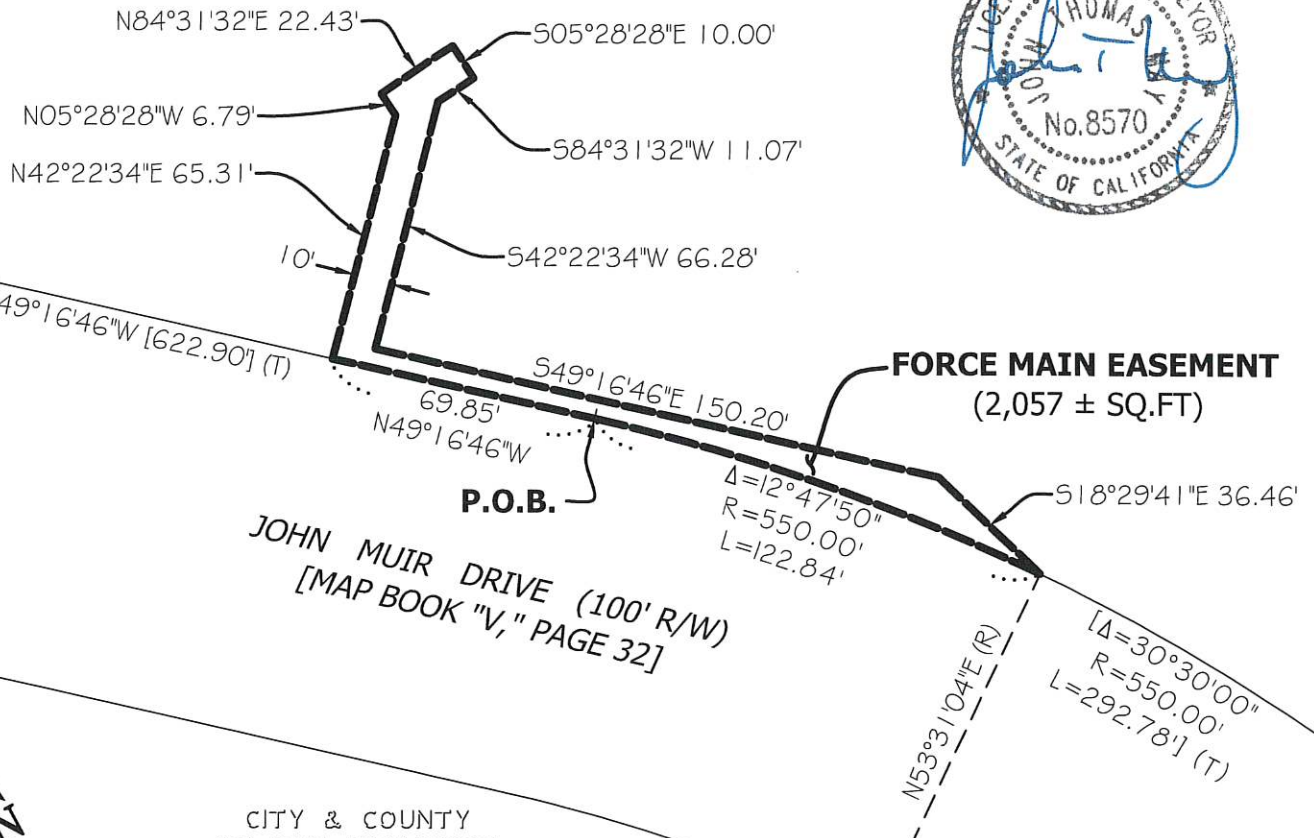
January 28<sup>th</sup>, 2025  
DATE:

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



# EXHIBIT "B"

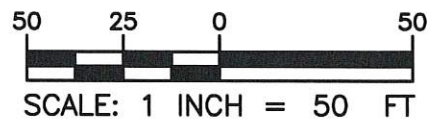
CITY & COUNTY OF SAN FRANCISCO  
PARCEL 55: LAKE MERCED TRACT  
BK. 2002 O.R. PG. 1  
APN 7283-001 (1995)  
BOOK 7283, PARCEL 004



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

## LEGEND

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



SHEET 1 OF 1

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



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**EXHIBIT D-4**

**DESCRIPTION AND DEPICTION OF ARMORED SPILLWAY EASEMENT**

*[see attached]*

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

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

**ARMORED SPILLWAY— PARCEL ONE**

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

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

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

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

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

**END OF DESCRIPTION—Parcel One**

Containing 407 square feet, more or less.

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

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

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

**ARMORED SPILLWAY— PARCEL TWO**

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

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

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

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

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

**END OF DESCRIPTION—Parcel Two**

Containing 2,918 square feet, more or less.

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

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

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

**ARMORED SPILLWAY— PARCEL THREE**

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

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

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

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

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

**END OF DESCRIPTION—Parcel Three**

Containing 3,319 square feet, more or less.

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

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


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

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

October 9, 2025

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

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

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

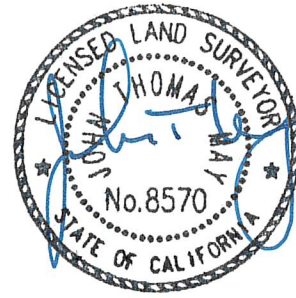
October 9, 2025  
DATE:



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



# EXHIBIT "B"



SHEET 4

ARMORED SPILLWAY  
PARCEL 3

[R3]

JOHN MUIR DRIVE  
(100' R/W)

SHEET 3

ARMORED SPILLWAY  
PARCEL 2

CITY & COUNTY OF  
SAN FRANCISCO  
PORTION OF  
PARCEL 55

BK. 2002 O.R. PG. 1  
A.P.N. 7283-001 (1995)  
A.P.N. 7283-004

[R2]

THE OLYMPIC CLUB  
BOOK 1979, PAGE 277  
A.P.N. 7284-003

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

[R1]

[R2]

SHEET 2

ARMORED  
SPILLWAY  
PARCEL 1

## RECORD REFERENCES:

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

## LEGEND:

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



SCALE: 1 INCH = 250 FT

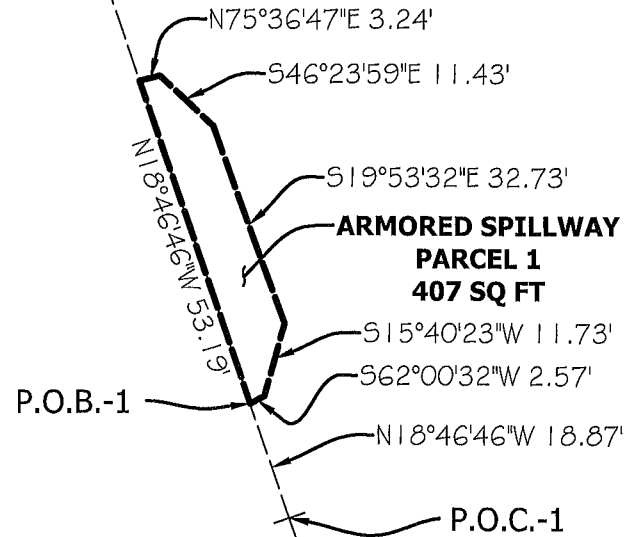
SHEET 1 OF 4



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# EXHIBIT "B"

JOHN MUIR DRIVE  
(100' R/W)  
(MAP BOOK "V", PAGE 32)



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

CITY & COUNTY OF  
SAN FRANCISCO  
PORTION OF  
PARCEL 55  
BK. 2002 O.R. PG. 1  
A.P.N. 7283-001 (1995)  
A.P.N. 7283-004

Δ=7°19'49"  
R=1950.00'  
L=249.48' [R1]



## RECORD REFERENCES:

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

## LEGEND:

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

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



SCALE: 1 INCH = 30 FT

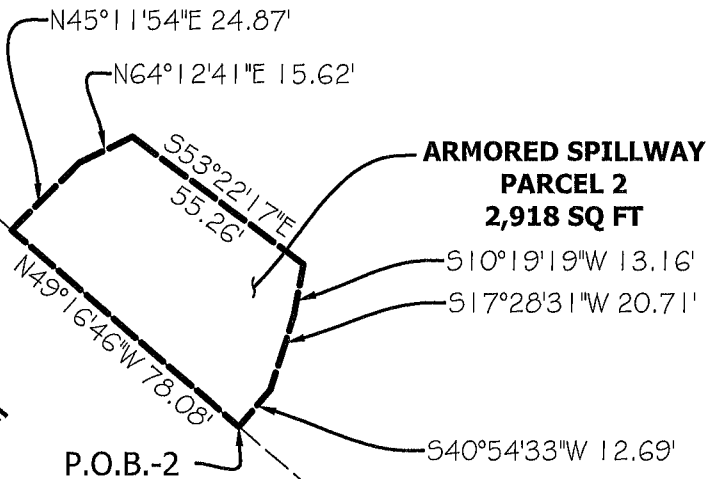
SHEET 2 OF 4



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# EXHIBIT "B"

JOHN MUIR DRIVE  
(100' R/W)  
(MAP BOOK "V," PAGE 32)



CITY & COUNTY OF  
SAN FRANCISCO  
PORTION OF  
PARCEL 55  
BK. 2002 O.R. PG. 1  
A.P.N. 7283-001 (1995)  
A.P.N. 7283-004

P.O.C.-2

$\Delta = 30^\circ 30' 00''$   
 $R = 550.00'$   
 $L = 292.78'$   
[R1]

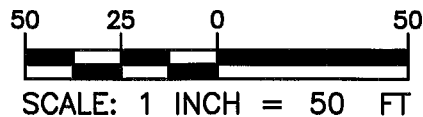
## RECORD REFERENCES:

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

## LEGEND:

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

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



SHEET 3 OF 4





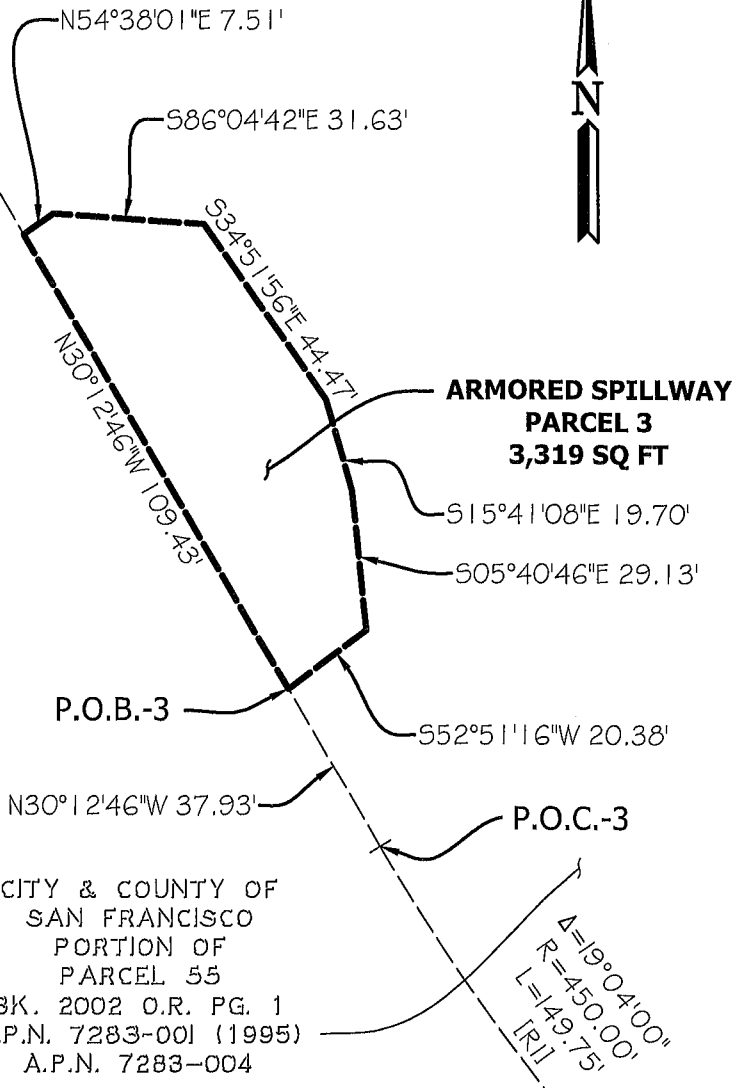
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# EXHIBIT "B"



**JOHN MUIR DRIVE**  
(100' R/W)  
(MAP BOOK "V", PAGE 32)



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

## RECORD REFERENCES:

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

## LEGEND:

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

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



SCALE: 1 INCH = 40 FT

SHEET 4 OF 4



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**EXHIBIT D-5**

**DESCRIPTION AND DEPICTION OF FLOATING AND FAN-SHAPED EASEMENT**

*[see attached]*

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

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

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

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

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

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

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

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

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

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

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

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

### END OF DESCRIPTION

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

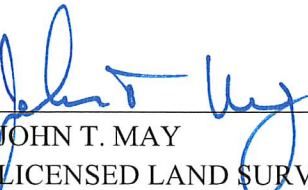
Containing. 1,457 square feet, more or less.

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

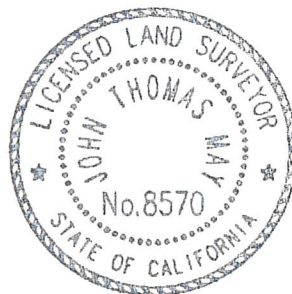
A plat to accompany legal description, Exhibit “B,” is attached hereto and made a part thereof.

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

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

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

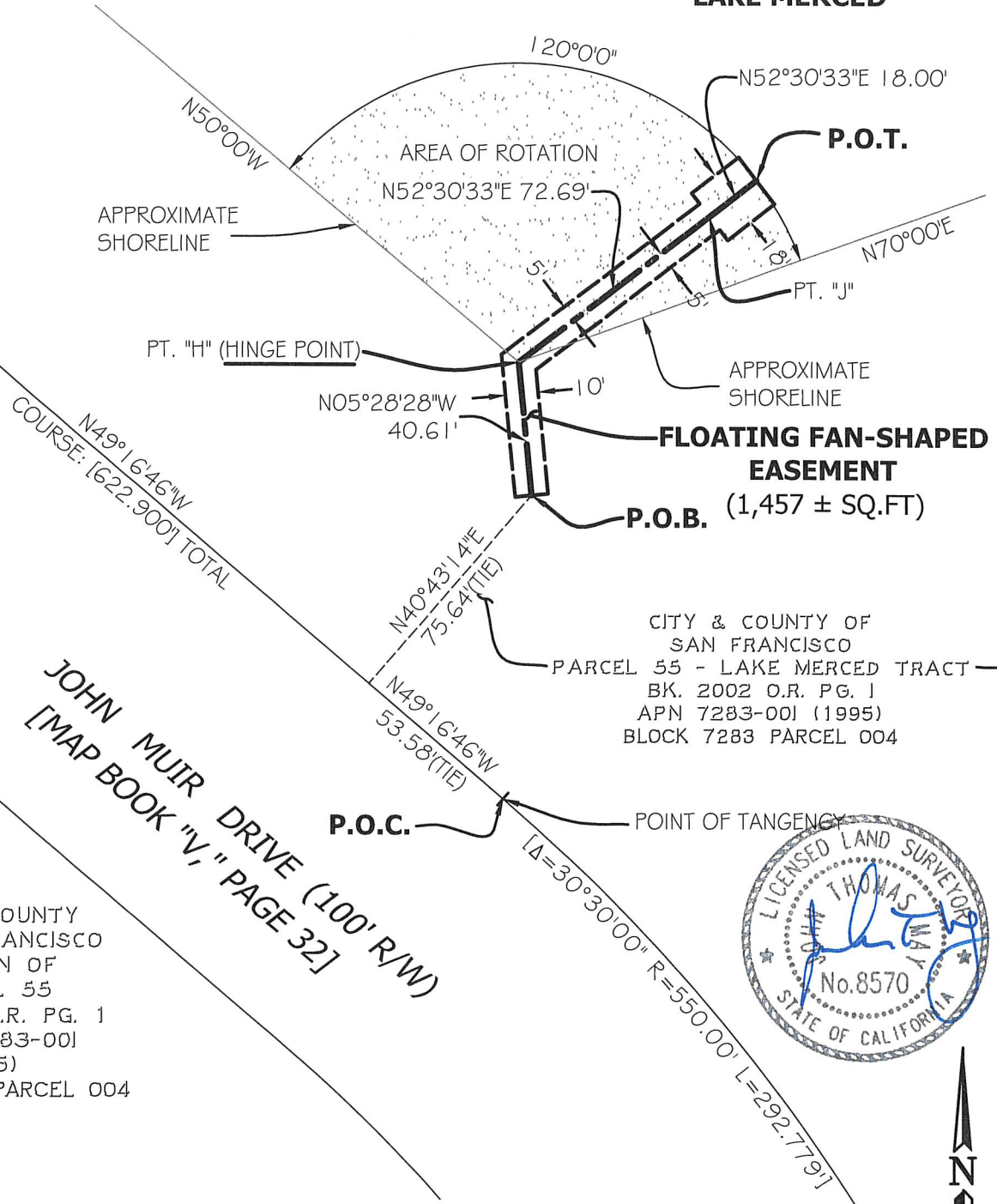
9/27/2024  
DATE:





# EXHIBIT "B"

LAKE MERCED

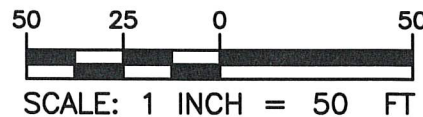


## LEGEND

- — — — — CENTER LINE EASEMENT (WIDTH VARIES)
- — — — — FANSHAPED EASEMENT
- — — — — RIGHT-OF-WAY LINE
- — — — — TIE LINE

- A.P.N. ASSESSOR'S PARCEL NUMBER
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- P.O.T. POINT OF TERMINATION
- [ ] RECORD PER MAP BOOK "V," PAGE 32

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



SHEET 1 OF 1

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**EXHIBIT E**  
**EASEMENT DEED**

RECORDING REQUESTED BY,  
AND WHEN RECORDED RETURN TO:

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

and

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

MAIL TAX STATEMENTS TO:

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

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

Portions of Block 7283, Lot 004

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

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

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

**RECITALS**

**A.** San Francisco, through the SFPUC, owns real property located in the City and County of San Francisco, described as SFPUC Parcel No. 55 and designated as a portion of Assessor's Parcel No. 7283-004, running north along the east and west sides of John Muir Drive ("**Property**"). The Property is adjacent to portions of the existing Vista Grande Canal ("**Canal**"). The Property is more particularly described in the attached **Exhibit A-1** and shown generally on the map attached as **Exhibit A-2**. The Canal handles stormwater for both San Francisco and Daly City.

**B.** San Francisco, through the SFPUC, owns easements for its Lake Merced Drainage Tunnel (known as the Vista Grande Tunnel or “**Tunnel**”) on and across Assessor’s Parcel Nos. 7284-001, 7284-003, 7282-005, 7282-006, running west from the Tunnel portal located on the Property to the Tunnel’s terminus at the Pacific Ocean.

**C.** The Vista Grande Stormwater System (as defined below) components include the Canal and the Tunnel. However, the existing Canal and Tunnel do not have adequate hydraulic capacity to convey peak storm flows, and this inadequate capacity periodically causes the backup of the Tunnel flows into the Canal and flooding during peak storm events in adjacent low-lying residential areas and along John Muir Drive.

**D.** Daly City seeks to implement the Vista Grande Basin Drainage Improvement Project (“**Project**”) to upgrade the Vista Grande storm drain system (“**Vista Grande Stormwater System**”), which is a regional stormwater system that drains the northwestern portion of Daly City and an unincorporated portion of San Mateo County. The Project would route storm water from the Vista Grande Canal to South Lake Merced as well as to the Pacific Ocean via the Tunnel to alleviate the storm-related flooding in Daly City and San Francisco, reduce uncontrolled overflows from the Vista Grande Canal into Lake Merced, and also facilitate augmentation and management of Lake Merced water levels, which have steadily declined, using sustainable supplies of Daly City’s stormwater, and further the restoration of the drainage basin’s natural hydrology.

**E.** The Project will route storm water from the Canal through a treatment wetland to be developed on the Property, replace the upstream portion of the Canal with a collection box, a box culvert, a debris screening device, and a diversion structure to handle flows (dry and wet) year-round, and expand the Tunnel capacity in order to better manage the transportation of stormwater to the Pacific Ocean (collectively, “**Project Improvements**”). The existing outfall from Lake Merced is through the Tunnel, which passes through The Olympic Club Golf Course and Golden Gate National Recreation Area lands.

**F.** San Francisco agrees to convey to Daly City certain non-exclusive perpetual easements in, under, upon, along, and/or across certain portions of the Property to facilitate the Project, which are defined in Section 1 below and referred to collectively in this Easement Deed as the “**Easements**.”

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

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

**I.** The SFPUC Commission has recommended sale of the Easements pursuant to SFPUC Resolution No. \_\_\_\_\_ and the San Francisco Board of Supervisors has approved the sale pursuant to Resolution No. \_\_\_\_\_.

NOW, THEREFORE, for good and valuable consideration, the amount and sufficiency of which are hereby acknowledged, the Parties agree as follows.

## AGREEMENT

**1. Easements.** The Easements are perpetual, non-exclusive easements comprised of: (i) the Wetland and Stormwater Facilities Easement defined in **Section 1(a)** below; (ii) the Box Culvert and Stormwater Outlet Easement defined in **Section 1(b)** below (iii) the Wetland Force Main Easement defined in **Section 1(c)** below; (iv) the Armored Spillway Easement defined in **Section 1(d)** below; and (v) the Floating and Fan-Shaped Easement defined in **Section 1(e)** below. San Francisco hereby conveys to Daly City the Easements upon, over, under, across, and within the portions of the Property described below:

(a) An easement to construct, access, install, operate, repair, replace, and maintain a treatment wetland, diversion structure, box culverts, the eastern portal of the Vista Grande drainage tunnel, the Lake Merced overflow inlet, and related appurtenances, including perimeter fencing ("**Wetland and Stormwater Facilities Easement**"), upon, over, under, across, and within an approximately 157,448-square-foot easement area, which is more particularly described and depicted in the attached **Exhibit 3 ("Wetland and Stormwater Facilities Easement Area")**. The Wetland and Stormwater Facilities Easement Area is designated as a portion of Assessor's Parcel No. 7283-004.

(b) An easement to construct, access, install, repair, replace and maintain new box culverts, a storm water outlet, and related appurtenances ("**Box Culvert and Storm Water Outlet Easement**"), upon, over, under, across, and within an approximately 12,404-square-foot easement area, which is more particularly described and depicted in the attached **Exhibit 4 ("Box Culvert and Storm Water Outlet Easement Area")**. The Box Culvert and Storm Water Outlet Easement Area is designated as a portion of Assessor's Parcel No. 7283-004.

(c) An easement to construct, access, install, repair, replace and maintain a wetland force main, pump station, vault and related appurtenances ("**Wetland Force Main Easement**"), upon, over, under, across, and within an approximately 2,057-square-foot easement area, which is more particularly described and depicted in the attached **Exhibit 5 ("Wetland Force Main Easement Area")**. The Wetland Force Main Easement Area is designated as a portion of Assessor's Parcel No. 7283-004.

(d) An easement to access and maintain three (3) existing armored spillway areas ("**Armored Spillway Easement**") upon, over, under, across, and within three easement areas designated as Parcel 1, Parcel 2, and Parcel 3. Parcel 1 comprises an approximate 407 square-foot portion of the Property, Parcel 2 comprises an approximate 2,918 square-foot portion of the Property, and Parcel 3 comprises an approximate 3,319 square-foot portion of the Property, all of which are more particularly described and depicted in the attached **Exhibit 6 ("Armored Spillway Easement Area")**. The Armored Spillway Easement Area is designated as a portion of Assessor's Parcel No. 7283-004.

(e) An easement to construct, access, install, operate, repair, replace and maintain a floating pipeline, facility and appurtenances over Lake Merced ("**Floating and Fan-Shaped Easement**"), upon, over, under, across, and within an approximately 1,457-square-foot fan-shaped easement area, which is more particularly described and depicted in the attached **Exhibit 7 ("Floating and Fan Shaped Easement Area")**. The Floating and Fan-Shaped Easement Area is designated as a portion of Assessor's Parcel No. 7283-004.

The foregoing easement areas are referred to collectively in this Easement Deed as the "**Easement Areas.**"

**2. Permitted Uses.** The Easements include the right and privilege to maintain and repair each Easement, inclusive of all necessary supports, fences, protective barriers, and fixtures for use in connection with the Project. The Easements include the right to modify, remove, or replace the Project Improvements, provided that Daly City obtains San Francisco's prior written approval of the proposed modification, removal and/or replacement, which approval will not be unreasonably withheld, conditioned, or delayed. In an emergency, however, Daly City may make such modifications as are reasonably necessary under the circumstances to preserve or restore the safe use of the Easements, without San Francisco's prior approval, provided that Daly City will give San Francisco such notice of the modifications as is reasonable under the circumstances, which may be given retroactively. Further, the Easements include the right of ingress to and egress from the Easement Areas over and across the Property, provided that Daly City's right of ingress and egress will not extend to any portion of the Property that is isolated from the Easements by any public road or highway now crossing or thereafter crossing the Property. San Francisco reserves the right to use said Easement Areas for purposes that will not interfere with Daly City's full enjoyment of the rights granted by this Easement Deed; provided that neither San Francisco nor its successors or assigns will excavate, erect, place, or construct any permanent building or other structures, septic system, leach field, construct any fence, place underground utilities, drill, or operate any well, or construct any reservoir or other obstruction within said Easement Areas, or diminish or install anything that will interfere with the rights in this Easement Deed granted to Daly City within said Easement Areas. Daly City's rights under this Easement Deed may be exercised by Daly City and its officials, employees, agents, contractors, subcontractors, consultants, licensees, invitees, or representatives, or by any other authorized persons acting for or on Daly City's behalf (collectively, "**Agents**").

**3. San Francisco's Retained Rights.** San Francisco, on behalf of itself, its agents, contractors, subcontractors, suppliers, consultants, employees, invitees or other authorized persons acting for or on behalf of San Francisco, including but not limited to any lessee and its tenants, reserves the right to use the Property and the Easement Area in any way not inconsistent with the above Permitted Uses.

**4. Subject to San Francisco's Uses.** Daly City is aware that the Easement Areas constitute portions of the SFPUC's regional water, power transmission, and wastewater treatment systems. Notwithstanding anything to the contrary in this Easement Deed, all of Daly City's Project activities under this Easement Deed will be subject and subordinate at all times to San Francisco's existing and future access to and use of the Easement Areas for primary utility and directly related purposes, which may include construction of additional subsurface pipelines or facilities within the Easement Areas; provided that San Francisco will not do anything in, on or under the Easement Areas that causes damage to the Project Improvements or unreasonably interferes with the exercise of Daly City's Easement rights, without prior written notice of at least one hundred eighty (180) days to Daly City, and San Francisco shall endeavor to reasonably coordinate any such actions with Daly City and shall take reasonable measures to minimize any damage to the Project Improvements or interference with the Easements. Notwithstanding the foregoing notice requirement, San Francisco shall not be required to provide prior written notice in the event of emergency repairs necessary to protect public health, safety or essential services, but San Francisco shall provide written notice of such emergency repairs to Daly City as soon as reasonably practical under the circumstances. San Francisco will in no way be liable for any damage or destruction to the Easement Areas or the personal property of Daly City or its Agents resulting from any construction, accident, break, repair, assessment, or maintenance of any pipeline or other SFPUC facilities located on or about the Easement Areas. Daly City acknowledges that San Francisco may use the open trench method for access to San Francisco's existing or future facilities or pipelines located on or about the Easement Areas in the event of maintenance, repair, replacement, construction, or installation of any existing, future, or additional pipelines, conduits, transmission lines, tunnels, boxes, or other SFPUC facilities. San Francisco also reserves the right to use the subsurface of the Property for the installation, operation, maintenance, repair, or replacement of public utilities, including pipes, cable, manholes, or other

infrastructure typically required for utility lines. The rights granted to Daly City by this Easement Deed are subject to any prior and existing rights of third parties, if any. Daly City will be solely liable for any claims for the interference of any prior and existing third-party rights caused by Daly City's use of the Easement Areas and the Property. San Francisco reserves the right to grant, at its sole and absolute discretion, nonexclusive rights to other third parties within the Easement Areas provided that such rights do not materially interfere with the Easements. San Francisco will require such other third parties to consult with Daly City on design, location, and construction activities, but Daly City will have no rights of approval or disapproval.

**5. Exercise of Due Care.** Daly City will use and will cause its Agents (defined in **Section 2** [Permitted Uses] above) to use, due care at all times to avoid any damage or harm to San Francisco's water pipelines, facilities, or other property and to native vegetation and natural attributes of the Easement Areas and to minimize slope erosion. Except as permitted pursuant to **Section 12** [Construction and Ownership of Project Improvements] below, Daly City will not disturb the surface of the Easement Areas or perform any excavation work without San Francisco's prior written approval, which San Francisco may withhold at its sole discretion. San Francisco may condition and/or oversee any permitted excavation work. At its own expense, Daly City will mark the location of San Francisco's utility pipelines or other facilities within the Easement Areas and will not use any pick, plow, or other sharp tool to remove the two feet (2') of soil around the pipelines or other facilities, provided that Daly City may use hand shovels or pneumatic shovels in compliance with all other terms and conditions of this Easement Deed. Daly City will immediately inform San Francisco of any actual or potential damage to the coating of the pipeline, and any such damage will be promptly repaired by Daly City, at its own expense, to San Francisco's satisfaction prior to backfilling; provided, at its sole discretion, San Francisco may elect to make any necessary repairs itself, at Daly City's sole cost, by notifying Daly City of such fact. Upon completion of such repairs, San Francisco will send Daly City a bill therefor, which Daly City will pay within thirty (30) days following receipt. Under no circumstances will Daly City damage, harm, or take any rare, threatened, or endangered species present on or about the Easement Areas.

**6. Assignment.** Daly City will not assign its rights under this Easement Deed, in whole or in part, without San Francisco's prior written consent. San Francisco will not unreasonably withhold, condition or delay its consent if Daly City proposes to transfer the Easements to any other agency or entity.

**7. Indemnity.** Daly City will indemnify, defend, reimburse and hold harmless San Francisco, its officers, agents, employees and contractors, and each of them, from and against all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom ("**Claims**"), arising in any manner out of (a) injury to or death of any person or damage to or destruction of any property occurring in, on, or about the Easement Areas when such injury, death, damage, or destruction is caused by the person or property of Daly City, its Agents, its invitees, guests or business visitors (collectively, "**Invitees**") relating to Daly City's use or activity under this Easement Deed, (b) any failure by Daly City to observe or perform any of the terms, covenants, or conditions of this Easement Deed, (c) the use of the Easement Areas or any activities conducted thereon by Daly City or its Agents or Invitees, or (d) any release or discharge, or threatened release or discharge, of any Hazardous Material caused or allowed by Daly City or its Agents or Invitees, on, in, under, or about the Easement Areas, any improvements thereon, or into the environment; except solely to the extent arising out of or caused by the negligence or willful misconduct of San Francisco or San Francisco's authorized representatives. Daly City's obligations under this Section will survive the termination of the Easements, with respect to events occurring prior to such termination.

**8. Insurance.** Daly City must maintain in force, and cause each Agent performing work on the Easement Areas, to procure and keep in effect during the course of any work, appropriate amounts of insurance and add San Francisco as additional insured for those respective policies. Notwithstanding anything to the contrary above, Daly City and San Francisco each acknowledges that the other self-insures and will not be obligated to purchase any third-party commercial liability insurance or property insurance.

**9. Restrictions on Use.**

**(a) Improvements.** Except as otherwise expressly provided in this Easement Deed, Daly City will not construct or place any temporary or permanent structures or improvements in, on, under, or about the Easement Areas, nor will Daly City make any alterations or additions to any of existing structures or improvements on the Easement Areas or excavate any portion of the Easement Areas, unless Daly City first obtains San Francisco's prior written consent, which San Francisco may give or withhold at its sole and absolute discretion. **"Improvements"** are defined as and include asphalt, concrete and cementitious concrete driveways, sidewalks and parking areas, structures, shacks, and storage facilities, and fences installed or constructed by or on behalf of Daly City in, on, under, or about the Easement Areas.

**(b) Dumping.** Daly City will not cause, nor will Daly City allow any of its Agents or Invitees to cause the dumping or other disposal in, on, under, or about the Easement Areas of landfill, refuse, Hazardous Material (defined below), or any other materials, including materials that are unsightly or could pose a hazard to human health or safety, native vegetation or wildlife, or the environment.

**(c) Hazardous Material.** Daly City will not cause, nor will Daly City allow any of its Agents or Invitees to cause, any Hazardous Material (defined below) to be brought upon, kept, used, stored, generated, released, or disposed of in, on, under, or about the Easement Areas, or transported to, from, or over the Easement Areas, except that Daly City is permitted to bring onto the Easement Areas products and materials commonly used in or essential to the installation of the Project Improvements that may contain Hazardous Material, provided that any such products and materials will be handled and used in compliance with all applicable state, federal, or local laws, statutes, ordinances, rules, regulations, policies, orders, edicts, and the like (collectively, **"Laws"**) and only in such quantities as are necessary for the permitted uses of the Easements.

Daly City will immediately notify San Francisco if and when Daly City learns of, or has reason to believe that, a release of Hazardous Material has occurred in, on, under, or about the Easement Areas. In the event that any Hazardous Material brought to the Easement Areas by Daly City or any of its Agents or Invitees is spilled or leaked or otherwise released on the Easement Areas as a result of Daly City's exercise of its rights under this Easement Deed, Daly City will promptly take all steps necessary to remove any contamination resulting from such activities. Daly City accepts full responsibility for all activities and costs incurred related to cleaning up the Easement Areas from the effects of such spill or leak. With respect to Hazardous Material brought to the Easement Areas by Daly City or its Agents or Invitees, Daly City will be responsible for meeting, and possessing the means to satisfy, the requirements of all federal, state, and local controlling agencies, which may have jurisdiction over the region in which the Easement Areas are located or over the substance being used by Daly City on the Easement Areas. In the event that Daly City or its Agents or Invitees cause a release of Hazardous Material, at San Francisco's discretion, Daly City will either remediate, at Daly City's sole cost, such contaminated property to the satisfaction of the regulatory agency having jurisdiction over same or reimburse San Francisco for its reasonable costs in performing such remediation. Daly City will further comply with all applicable Laws requiring notice of such releases or threatened releases to governmental agencies, and will take all action necessary or desirable to mitigate the release or minimize the spread of contamination. In connection with any release of Hazardous Material on or about the Easement Areas, Daly City will afford San Francisco a full opportunity to negotiate and participate in any

discussion with governmental agencies and environmental consultants regarding any settlement agreement, cleanup or abatement agreement, consent decree, or other compromise proceeding involving Hazardous Material, and any other abatement or clean-up plan, strategy, and procedure.

For purposes of this Easement Deed, “**Hazardous Material**” means material that, because of its quantity, concentration, or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state, or local governmental authority to pose a present or potential hazard to public health, welfare, or the environment. Hazardous Material includes the following: any material or substance defined as a “hazardous substance, pollutant or contaminant” pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 et seq., or pursuant to Section 25316 of the California Health & Safety Code or any other applicable Laws; a “hazardous waste” listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos-containing materials whether or not such materials are part of the Easement Areas or are naturally occurring substances in the Easement Areas; and any petroleum, including crude oil or any fraction thereof, natural gas or natural gas liquids, provided, the foregoing will not prohibit Daly City from traversing to, from, and across the Easement Areas in standard motor vehicles that do not exceed the weight limitations set forth below. The term “**release**” or “**threatened release**” when used with respect to Hazardous Material will include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under, or about the Easement Areas.

(d) **Nuisances.** Daly City will not conduct or allow any of its Agents or Invitees to conduct any activities in, on, under, or about the Easement Areas that constitute waste, nuisance, or unreasonable annoyance (including emission of objectionable odors, noises, or lights) to San Francisco, to the owners or occupants of neighboring property, or to the public, or that constitute waste or nuisance per se.

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

If any portion of the Easement Areas or any San Francisco property located on or about the Easement Areas is damaged or threatened by any of the activities conducted by Daly City or its Agents or Invitees, at its sole cost, Daly City will immediately notify San Francisco of such damage or threat by (a) telephoning the SFPUC’s City Distribution Division by telephone at (415) 550-4900 of any emergency or incident requiring emergency response., and (b) providing written notice in accordance with **Section 17** [Notices] below. At its option, San Francisco may remedy such damage or threat at Daly City’s sole cost, or San Francisco may elect to witness Daly City’s repair work. If San Francisco elects not to remedy such damage or threat, Daly City will repair all such damage and restore the Easement Areas or property to its previous condition subject to San Francisco’s inspection, review, and approval. San Francisco has no responsibility or liability of any kind with respect to any utilities that may be on, in, or under the Easement Areas. Daly City is solely responsible for the location of any such utilities and other existing facilities and their protection from damage. Daly City will be solely responsible to arrange and pay directly for any utilities or services necessary for its activities pursuant to this Easement Deed; provided, Daly City will obtain San Francisco’s prior written approval to the provision of such services or utilities in, on, under, or through the Easement Areas.

**(f) Use of Adjoining Land.** Daly City acknowledges that the privilege given under this Easement Deed will be limited strictly to the Easement Areas. Daly City will not traverse over or otherwise use any adjoining lands of San Francisco except as authorized by this Easement Deed.

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

**(h) Heavy Equipment and Vehicles.** To prevent damage to San Francisco's underground pipelines and wastewater utility facilities, Daly City's use of vehicles and equipment within twenty feet (20') of each side of the centerline of any San Francisco pipeline (measured on the surface) will be subject to the following restrictions:

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

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

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

**(iv)** If the depth of the soil cover over the pipeline (determined by potholing or other proof procedure) is less than the minimum stated in **subsection (i)** above, unless an alternate method is approved by the SFPUC in writing, all excavation and grading over the pipeline will be performed manually. For any machinery or equipment excavation and grading over and/or within twenty feet (20') of each side of the centerline of the pipeline (measured on the surface), Daly City will submit a written proposal together with all supporting calculations and data to the SFPUC for review and approval. In any case, the two feet (2') of soil around the pipeline will be removed manually or by other methods approved by the SFPUC with due care as provided in **Section 4** [Exercise of Due Care].

**10. Cathodic and Other Protection.** From time to time, San Francisco may adopt such reasonable rules and regulations with regard to Daly City's facilities and operations under this Easement Deed as San Francisco may determine are necessary or appropriate, at San Francisco's sole discretion, to safeguard against corrosion of, or other damage to, San Francisco's pipelines and related facilities. After receipt of a copy of such rules and regulations, Daly City will comply promptly with them.



**11. Compliance with Laws.** At its expense, Daly City will conduct and cause to be conducted all activities on the Easement Areas allowed under this Easement Deed in a safe and reasonable manner and in compliance with all Laws of any governmental or other regulatory entity (including the Americans with Disabilities Act) and all covenants, restrictions, and provisions of record, whether presently in effect or subsequently adopted and whether or not in the contemplation of the Parties.

**12. Maintenance.** At its expense, Daly City will repair and maintain the Easement Areas as to wear and tear caused by the proportionate use of the Easement Areas by Daly City and its Agents, in San Francisco's sole determination, but not the wear and tear caused by the use of the Easement Areas by others.

**13. Construction and Ownership of Project Improvements.** The Parties acknowledge that the Project Improvements, once constructed by Daly City within the Easement Areas in accordance with the plans and specifications that have been approved by City and are on file with the SFPUC's San Francisco Water Division ("**Approved Plans**"), will belong to Daly City. Subject to the terms and conditions of this Easement Deed, at its sole cost and expense, Daly City may construct or cause the construction of modifications, additions, or replacements of such Project Improvements and will, at its sole cost and expense, maintain the Project Improvements in good, safe condition and repair.

**14. Approval of Daly City's Approved Plans.** Daly City will construct and install the Project Improvements in the Easement Areas, including modifications, additions, or replacements to the Project Improvements, in strict accordance with the Approved Plans (including drawings) approved in advance and in writing by San Francisco. Any Approved Plans may be revised or amended only with San Francisco's prior written approval, at its sole discretion, after the SFPUC's Bureau of Environmental Management has determined that no further environmental review is required by CEQA as a result of any such revision or amendment. San Francisco's consent to or approval of any improvements, equipment, or fixtures will not relieve Daly City or its Agents from any liability for negligence, errors, or omissions associated with the design and construction of the Project Improvements. In no event will San Francisco's approval of the Approved Plans or any future revisions or amendments to the Approved Plans be deemed to constitute a representation or warranty by San Francisco concerning the suitability of the improvements, equipment, or fixtures for Daly City's purposes or that the work called for in the Approved Plans complies with applicable Laws or industry standards nor will such approval release Daly City from Daly City's obligation to supply plans and specifications that conform to any applicable Laws, including building codes, and industry standards. Within ninety (90) calendar days following final completion of any work performed under this Easement Deed, Daly City shall provide the SFPUC with as-built drawings to confirm the location of Daly City's Project Improvements.

**15. Permits and Approvals.** Before beginning any work in the Easement Areas, Daly City will obtain all permits, licenses, and approvals (collectively, "**Approvals**") of all regulatory agencies and other third parties that are required to commence, complete, and maintain the permitted work. Promptly upon receipt of such Approvals, Daly City will deliver copies of them to the SFPUC. Daly City recognizes and agrees that no approval by San Francisco or the SFPUC for purposes of Daly City's work under this Easement Deed will be deemed to constitute the approval of any federal, state, or local regulatory authority with jurisdiction, and nothing in this Easement Deed will limited Daly City's obligation to obtain all such regulatory Approvals required by Laws, at Daly City's sole cost.

**16. Cooperation with the SFPUC.** Daly City and its Agents will cooperate with San Francisco or SFPUC personnel to minimize any potential disruption (even if temporary) of San Francisco's facilities in, under, on, or about the Easement Areas and the SFPUC's use thereof.

**17. Restoration of Easement Areas.** Immediately following completion of any work permitted under this Easement Deed, Daly City will remove all debris and any excess dirt, repair any damaged caused to the SFPUC's facilities and adjacent property, and place the Easement Areas in the condition reflected in the Approved Plans. Any area that is not slated for modification in the Approved Plans, but altered by the work, will be returned to pre-work condition, to San Francisco's reasonable satisfaction.

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

**San Francisco or the SFPUC:** Real Estate Services Division  
San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 10<sup>th</sup> Floor  
San Francisco, California 94102  
Attn: Real Estate Director  
Re: Vista Grande Sale of Easements, Daly City

with a copy to: Office of the City Attorney of San Francisco  
1 Dr. Carlton B Goodlett Place  
San Francisco, California 94012  
Attn: Real Estate/Finance Team  
Re: Vista Grande Sale of Easements, Daly City

**Daly City:** Department of Water and Wastewater  
City of Daly City  
153 Lake Merced Blvd  
Daly City, CA 94015  
Attn: Director  
Re: Vista Grande Tunnel Easements

with a copy to: City of Daly City  
33 90<sup>th</sup> Street, Third Floor  
Daly City, CA 94015  
Attn: City Attorney  
Re: Vista Grande Tunnel Easements

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

**19. Successors and Assigns.** The Easements and the ancillary rights granted by San Francisco in this Easement Deed are granted to Daly City in gross, with the Property serving as the servient tenement and without any particular dominant tenement benefiting from the Easements. The provisions of this Easement Deed will run with the land, burden the Easement Areas, and inure to the benefit of and bind the respective successors and assigns of San Francisco and Daly City.

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

**21. General Provisions.** (a) This Easement Deed may be amended or modified only by a writing signed by San Francisco and Daly City. (b) No waiver by any party of any of the provisions of this Easement Deed will be effective unless in writing and signed by an officer or other authorized representative of such party, and only to the extent expressly provided in such written waiver. (c) All approvals and determinations of San Francisco requested, required, or permitted under this Easement Deed may be made by the General Manager of the SFPUC. (d) This instrument (including the attached exhibits) contains the entire agreement between the Parties with regard to the Easements and all prior written or oral negotiations, discussions, understandings, and agreements are merged into this Easement Deed. (e) The section and other headings of this Easement Deed are for convenience of reference only and will be disregarded in the interpretation of this Easement Deed. (f) Time is of the essence. (g) This Easement Deed will be governed by California law and San Francisco's Charter and Administrative Code. (h) The obligations of Daly City under this Easement Deed will be joint and several. (i) This Easement Deed has been drafted through a cooperative effort of San Francisco and Daly City, and both Parties have had an opportunity to have this Easement Deed reviewed and revised by legal counsel. No party will be considered the drafter of this Easement Deed, and no presumption or rule that an ambiguity will be construed against the party drafting the clause will apply to the interpretation or enforcement of this Easement Deed. (j) Use of the word "including" or similar words will not be construed to limit any general term, statement, or other matter in this Easement Deed, whether or not language of non-limitation, such as "without limitation," "but not limited to," or similar words, are used. (k) Notwithstanding anything to the contrary contained in this Easement Deed, San Francisco acknowledges and agrees that no officer or employee of San Francisco has authority to commit San Francisco to this Easement Deed unless and until a resolution approving this Easement Deed of San Francisco's Public Utilities Commission and San Francisco's Board of Supervisors and Mayor will have been duly adopted and approved. Therefore, any obligations or liabilities of San Francisco under this Easement Deed are contingent upon enactment of such a resolution and/or ordinance, and this Easement Deed will be null and void if San Francisco's SFPUC, Board of Supervisors and Mayor do not approve this Easement Deed, at their respective sole discretion. (l) This Easement Deed shall be recorded in the Official Records of the City and County of San Francisco, California.

*[SIGNATURES ON FOLLOWING PAGE]*

Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

SAN FRANCISCO:

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
SARAH R. OERTH  
Director of Property

Date: \_\_\_\_\_

DALY CITY:

CITY OF DALY CITY  
a California municipal corporation

By: \_\_\_\_\_  
THOMAS J. PICCOLOTTI  
City Manager

Date: \_\_\_\_\_

RECOMMENDED:

By: \_\_\_\_\_  
Dennis J. Herrera, General Manager  
San Francisco Public Utilities Commission

Date: \_\_\_\_\_

APPROVED AS TO FORM

ROSE ZIMMERMAN, City Attorney

By: \_\_\_\_\_  
Rose Zimmerman  
City Attorney

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

By: \_\_\_\_\_  
Nancy Taylor  
Deputy City Attorney

DESCRIPTIONS CHECKED/APPROVED:

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

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

State of California                     )  
  ) ss  
County of \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

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

## **Exhibit 1**

### **Description of the Property**

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

*[see attached]*

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

Being all of Outside Lands Block No. 859.

**Parcel 52:**

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

Being a portion of Outside Lands Block No. 774.

**Parcel 53:**

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

Being a portion of Outside Lands Block No. 775.

**Parcel 54:**

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

Being a portion of Outside Lands Block No. 952.

**Parcel 55: Lake Merced Tract.**

The following described parcel of land situate partly within the

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

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



17' east 627.77 feet; thence on a curve to the right with a radius of 550 feet and a central angle of  $31^{\circ} 30'$ , a distance of 302.38 feet; thence south  $48^{\circ} 47'$  east 17.81 feet; thence on a curve to the right with a radius of 100 feet and a central angle of  $97^{\circ} 57'$ , a distance of 170.95 feet; thence south  $49^{\circ} 10'$  west 105.57 feet; thence on a curve to the left with a radius of 125 feet and a central angle of  $80^{\circ} 40'$ , a distance of 175.99 feet; thence south  $31^{\circ} 30'$  east 217.30 feet; thence on a curve to the left with a radius of 125 feet and a central angle of  $61^{\circ} 30'$ , a distance of 134.17 feet; thence north  $87^{\circ}$  east 287.95 feet; thence south  $74^{\circ} 49\frac{1}{2}'$  east 503.42 feet to a point in the easterly boundary of the Rancho Laguna de la Merced; thence along said boundary south  $0^{\circ} 15'$  east 268.08 feet to a point which is distant along said boundary 1530.44 feet northerly from a granite monument set at the intersection thereof with the boundary line between the City and County of San Francisco and the County of San Mateo; thence the following courses and distances: north  $74^{\circ} 33\frac{1}{2}'$  west 354.95 feet to Point No. 63 hereinafter referred to in the description of Parcel 60; north  $80^{\circ} 23\frac{1}{2}'$  west 568.05 feet; south  $75^{\circ} 36\frac{1}{2}'$  west 266.00 feet; south  $86^{\circ} 36\frac{1}{2}'$  west 146.00 feet; north  $54^{\circ} 23\frac{1}{2}'$  west 101.00 feet; north  $66^{\circ} 13\frac{1}{2}'$  west 160.00 feet; north  $65^{\circ} 28\frac{1}{2}'$  west 344.00 feet; north  $72^{\circ} 41\frac{1}{2}'$  west 97.00 feet; south  $82^{\circ} 18\frac{1}{2}'$  west 229.00 feet; north  $69^{\circ} 41\frac{1}{2}'$  west 173.00 feet; north  $86^{\circ} 21\frac{1}{2}'$  west 315.00 feet; south  $63^{\circ} 58\frac{1}{2}'$  west 108.00 feet; south  $5^{\circ} 21\frac{1}{2}'$  east 282.00 feet; north  $86^{\circ} 51\frac{1}{2}'$  west 195.00 feet; north  $42^{\circ} 31\frac{1}{2}'$  west 305.00 feet; north  $80^{\circ} 01\frac{1}{2}'$  west 282.00 feet; north  $89^{\circ} 01\frac{1}{2}'$  west 321.00 feet to Point No. 79 hereinafter referred to; south  $29^{\circ} 58\frac{1}{2}'$  west 105.00 feet; south  $13^{\circ} 13\frac{1}{2}'$  west 535.00 feet; south  $3^{\circ} 33\frac{1}{2}'$  west 628.00 feet; south  $19^{\circ} 56\frac{1}{2}'$  east 285.00 feet; south  $3^{\circ} 16\frac{1}{2}'$  east 352.00 feet; south  $39^{\circ} 46\frac{1}{2}'$  east 107.00 feet; south  $82^{\circ} 01'$  east 90.14 feet to Point No. 86 hereinafter referred to, which point is in the boundary line between the City and County of San Francisco and the County of San Mateo distant thereon 3659.07 feet westerly from a granite monument set at the intersection thereof with the easterly line of the Rancho Laguna de la Merced; thence the following courses and distances: south  $0^{\circ} 01\frac{1}{2}'$  east 610.63 feet to Point No. 87, hereinafter referred to; thence south  $5^{\circ} 26\frac{1}{2}'$  east 400 feet; thence south  $15^{\circ} 26\frac{1}{2}'$  east 400 feet; south  $6^{\circ} 25\frac{1}{2}'$  west 838.00 feet; south  $88^{\circ} 45\frac{1}{2}'$  west 532.00 feet; north  $34^{\circ} 19\frac{1}{2}'$  west 430.00 feet; north  $4^{\circ} 40'$  west 977.67 feet; north  $0^{\circ} 02'$  west 617.78 feet to Point No. 94, hereinafter referred to; thence north  $58^{\circ} 30'$  west 555.05 feet to a point in the boundary line between the City and County of San Francisco and the County of San Mateo, distant 342.37 feet easterly from a granite monument in said boundary line; thence north  $58^{\circ} 30'$  west 39.42 feet; thence on a curve to the right with a radius of 730 feet and a central angle of  $49^{\circ} 45\frac{1}{2}'$ , a distance of 633.97 feet; thence north  $8^{\circ} 44\frac{1}{2}'$  west 188.53 feet; thence on a curve to the left with a radius of 200 feet and a central angle of  $11^{\circ} 05'$ , a distance of 38.69 feet; thence north  $19^{\circ} 49\frac{1}{2}'$  west 333.18 feet; thence on a curve to the left with a radius of 110 feet and a central angle of  $61^{\circ} 37\frac{1}{2}'$ , a distance of 118.31 feet; thence north  $81^{\circ} 27'$  west 76.59 feet; thence on a curve to the right with a radius of 370 feet and a central angle of  $50^{\circ} 09\frac{1}{2}'$ , a distance of 323.91 feet; thence north  $31^{\circ} 17\frac{1}{2}'$  west 890.93 feet; thence on a curve to the left with a radius of 200 feet and a central angle of  $17^{\circ} 00\frac{1}{2}'$ , a distance of 59.36 feet; thence north  $48^{\circ} 18'$  west 416.66 feet; thence on a curve to the right with a radius of 200 feet and a central angle of  $21^{\circ} 00'$ , a distance of 73.30 feet; thence north  $27^{\circ} 18'$  west 297.68 feet; thence north  $27^{\circ} 18'$  west 14.22 feet; thence on a curve to the left with a radius of 300 feet and a central angle of  $41^{\circ} 56'$ , a distance of 219.56 feet; thence north  $69^{\circ} 14'$  west 699.64 feet; thence on a curve to the right with a radius of 1000 feet and a central angle of  $16^{\circ} 12\frac{1}{2}'$ , a distance of 282.89 feet; thence north  $53^{\circ} 01\frac{1}{2}'$  west 434.46 feet; thence on a curve to the right with a radius of 500 feet

and a central angle of  $56^{\circ} 03'$ , a distance of 489.13 feet; thence north  $3^{\circ} 01\frac{1}{2}'$  east 232 feet; thence on a curve to the left with a radius of 400 feet and a central angle of  $34^{\circ} 09'$ , a distance of 238.41 feet; thence north  $31^{\circ} 07\frac{1}{2}'$  west 127.85 feet; thence on a curve to the right with a radius of 200 feet and a central angle of  $16^{\circ} 06'$ , a distance of 56.20 feet; thence north  $15^{\circ} 01\frac{1}{2}'$  west 89.06 feet; thence on a curve to the left with a radius of 300 feet and a central angle of  $25^{\circ} 03'$ , a distance of 131.16 feet; thence north  $40^{\circ} 04\frac{1}{2}'$  west 297.11 feet; thence on a curve to the left with a radius of 300 feet and a central angle of  $2^{\circ} 23'$ , a distance of 12.48 feet; thence north  $42^{\circ} 27\frac{1}{2}'$  west 417.45 feet; thence on a curve to the right with a radius of 285 feet and a central angle of  $42^{\circ} 10'$ , a distance of 209.74 feet; thence on a curve to the left with a radius of 675 feet and a central angle of  $18^{\circ}$ , a distance of 212.06 feet; thence north  $18^{\circ} 17\frac{1}{2}'$  west 277.73 feet; thence on a curve to the right with a radius of 400 feet and a central angle of  $19^{\circ} 59'$ , a distance of 139.51 feet; thence north  $1^{\circ} 41\frac{1}{2}'$  east 196.11 feet; thence on a curve to the right with a radius of 200.20 feet and a central angle of  $37^{\circ} 48'$ , a distance of 132.07 feet; thence on a curve to the left with a radius of 370 feet and a central angle of  $34^{\circ} 30'$ , a distance of 222.79 feet; thence north  $4^{\circ} 59\frac{1}{2}'$  east 55 feet to Point No. 129, hereinafter referred to, which point is south  $85^{\circ} 00\frac{1}{2}'$  east 50 feet from the southeast corner of the United States Life Saving Station Tract; thence south  $85^{\circ} 00\frac{1}{2}'$  east 50 feet; thence north  $4^{\circ} 59\frac{1}{2}'$  east 1040.77 feet; thence north  $3^{\circ} 01'$  west 63.41 feet; thence on a curve to the right with a radius of 400 feet and a central angle of  $66^{\circ} 46'$ , a distance of 466.12 feet; thence north  $63^{\circ} 45'$  east 934.65 feet; thence on a curve to the right with a radius of 200 feet and a central angle of  $81^{\circ} 28' 30''$ , a distance of 284.40 feet; thence south  $34^{\circ} 46' 30''$  east 905.42 feet; thence on a curve to the left with a radius of 200 feet and a central angle of  $66^{\circ} 26' 30''$ , a distance of 231.92 feet; thence north  $78^{\circ} 47'$  east 305.13 feet; thence on a curve to the left with a radius of 100 feet and a central angle of  $81^{\circ} 49' 50''$ , a distance of 142.82 feet to a point on the southerly extension of the center line of 37th Avenue; thence along said last mentioned extension north  $3^{\circ} 02' 50''$  west 1444.29 feet to the southerly line of Sloat Boulevard; thence easterly along said southerly line of Sloat Boulevard 310.26 feet to the point of commencement. Containing 811.13 acres.

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In the event of the sale by the Spring Valley Water Company of any portion of the land contained within said strip, the above condi-

tions and restrictions shall be made forever binding upon the parties to whom said land may be sold and upon their successors in interest.

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

**Parcel 56: Central Pump Station Lot.**

Commencing at the point of intersection of the southerly line of Sloat Boulevard with the easterly line of Twenty-third Avenue, if said line of Twenty-third Avenue be produced southerly along its present course; and running thence southerly along said easterly line of Twenty-third Avenue produced 660 feet; thence at an angle of  $90^{\circ} 00\frac{1}{2}'$  to the left 400 feet; thence at an angle of  $89^{\circ} 59\frac{1}{2}'$  to the left and parallel to said easterly line of Twenty-third Avenue 657.39 feet to the southerly line of Sloat Boulevard; thence westerly along said line of Sloat Boulevard at an angle of  $88^{\circ} 44\frac{1}{2}'$  to the left 118 feet to a post set at an angle therein and marked B-8; thence at an angle of  $1^{\circ} 16'$  to the left and continuing along said line of Sloat Boulevard 282.03 feet to the easterly line of Twenty-third Avenue produced as aforesaid and the point of commencement. Containing 6.057 acres.

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

Beginning at the intersection of the easterly line of the Rancho Laguna de la Merced with the southerly line of Ocean Avenue and running thence along said line of said Rancho, at an angle of  $64^{\circ} 53' 16''$  from said southerly line of Ocean Avenue, south  $2^{\circ} 35'$  west 230.19 feet; thence leaving said Rancho line south  $89^{\circ} 40'$  east 10.01 feet; thence south  $2^{\circ} 35'$  west 712.16 feet; thence north  $87^{\circ} 25'$  west 10 feet to said Rancho line; thence along said Rancho line south  $2^{\circ} 35'$  west 340.30 feet; thence leaving said Rancho line south  $87^{\circ} 25'$  east 10.00 feet; thence south  $2^{\circ} 35'$  west 2207.96 feet; thence south  $89^{\circ} 37'$  west 10.01 feet to said Rancho line; thence along said Rancho line south  $2^{\circ} 35'$  west 1565.48 feet to an angle therein; thence leaving said Rancho line south  $16^{\circ} 23'$  east 1438.32 feet to the intersection of said easterly line of said Rancho with the northerly line of the tract hereinabove described as Parcel No. 55; thence along said line of Parcel No. 55, north  $74^{\circ} 49\frac{1}{2}'$  west 23.47 feet to the southeasterly corner of that certain tract of land described as Parcel 4 in a deed from Spring Valley Water Company to City and County of San Francisco dated May 1, 1929, and recorded June 18, 1929, in Volume 1863, Official Records of the City and County of San Francisco at page 281; thence northerly along the easterly line of said Parcel 4 and the easterly line of the tract of land described as Parcel 2 in said deed; 6497.491 feet to the southerly line of Ocean Avenue aforesaid; thence south  $60^{\circ} 30'$  east 22.43 feet along said Ocean Avenue to the point of beginning. Containing 3.66 acres.

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

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

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

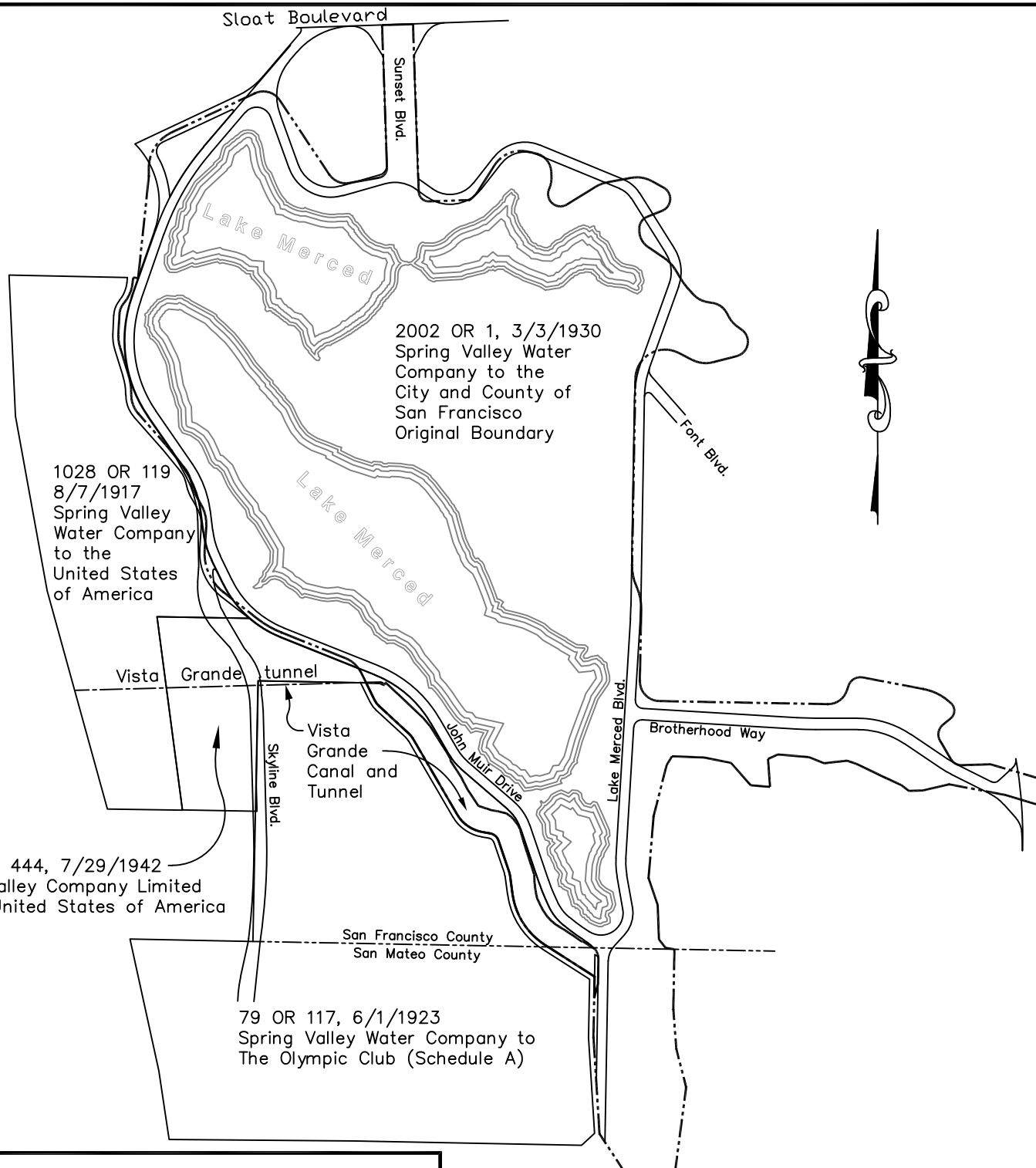
**Parcel 57-B: Strip along Junipero Serra Boulevard, South of Ocean View Gulch.**

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

**Exhibit 2**

**Depiction of the Property**

*[see attached]*



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

Exhibit B  
SFPUC Parcel 55  
(Lake Merced Tract)  
2002 Official Records 1  
San Francisco Lands

City and County of San Francisco

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

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

Scale: 1" = 1500'

Date: October 22, 2025

Page 1 of 1

Drawing No. 21-0005

### **Exhibit 3**

#### **Description and Depiction of Wetland and Stormwater Facilities Easement Area**

*[see attached]*

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

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

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

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

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

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

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



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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

Containing 157,448 square feet, more or less.

**END OF DESCRIPTION**

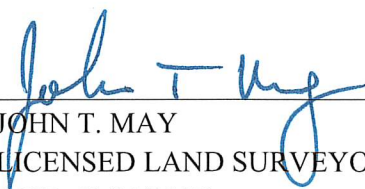
The Common County Limits Line between the City and County of San Francisco and the County of San Mateo as depicted on that certain County Line Record of Survey Map recorded June 26, 2020, in Map Book 11 at Pages 178-200, City and County of San Francisco and recorded May 28, 2020, in Book 49 L.L.S. Maps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

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

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

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

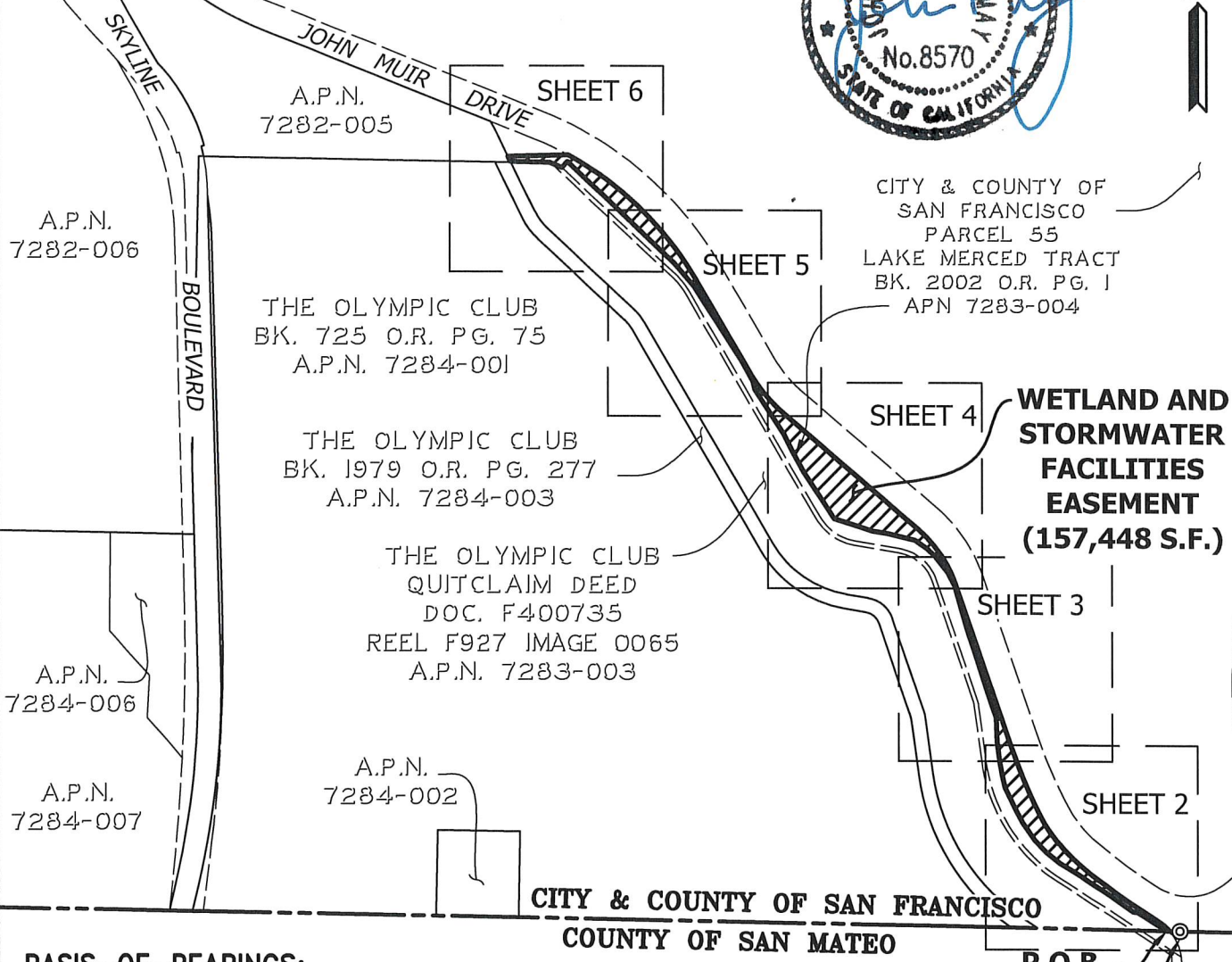
This description was prepared by me or under my direction in October of 2025 pursuant to Sections 8725, 8726(3), and 8726(7) of the Professional Land Surveyors Act of the State of California (Business and Professions Code Sections 8700-8805).

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

October 9, 2025  
DATE:



# EXHIBIT "B"

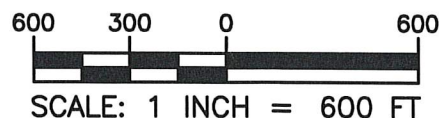


## BASIS-OF-BEARINGS:

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

## LEGEND:

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



SHEET 1 OF 6

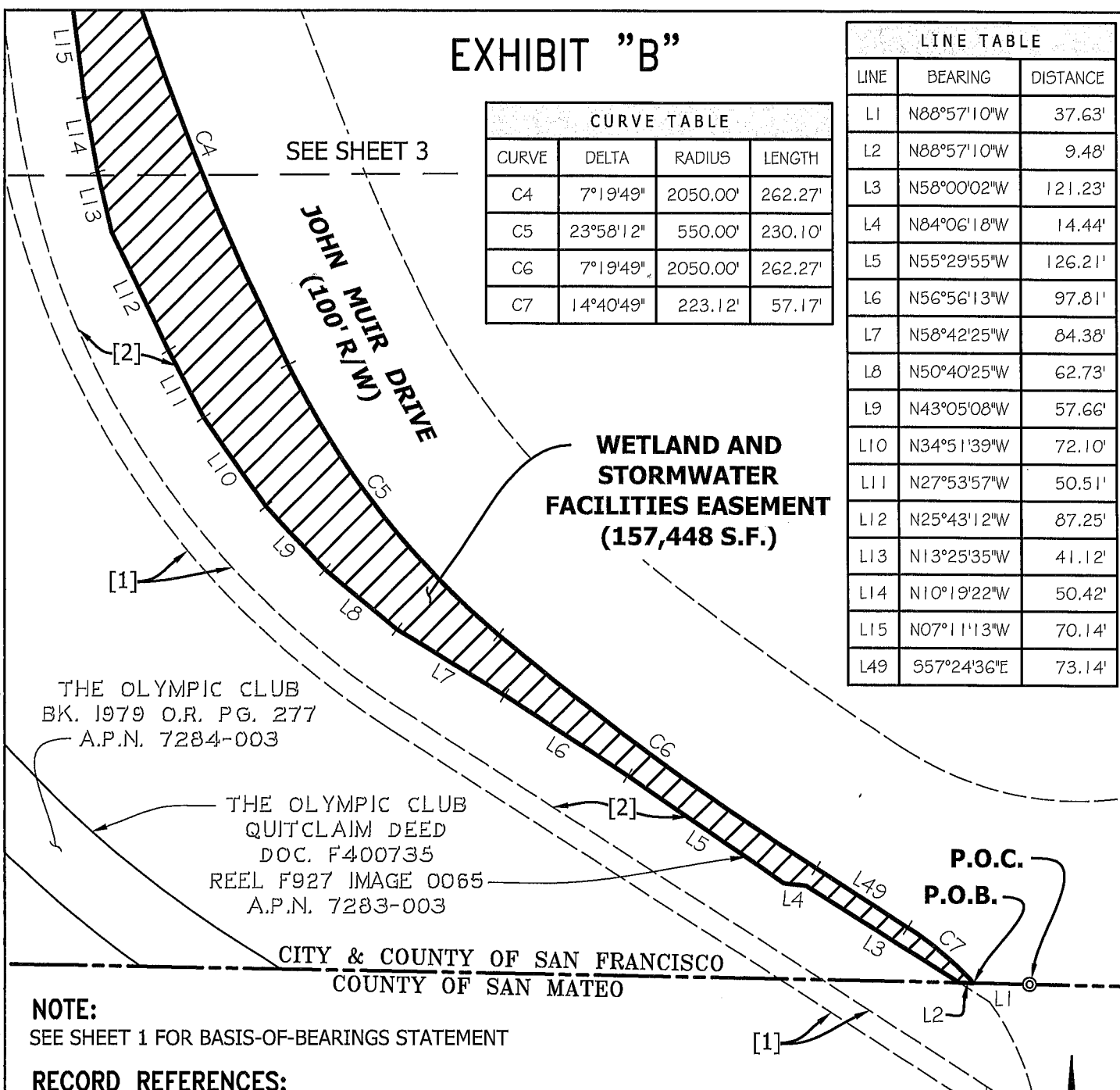
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J:\CONJobs1\16926- City of Daly City - Vista Grande Pipeline\Office\CAD\PLATS\16926-Daly City Vista Grande Pipeline\_PLAT\_WETLAND&STORMWATER.dwg: Oct 09, 2025 - 3:51pm

# EXHIBIT "B"

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

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



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

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

CITY & COUNTY OF SAN FRANCISCO  
COUNTY OF SAN MATEO

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

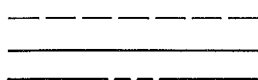
## NOTE:

SEE SHEET 1 FOR BASIS-OF-BEARINGS STATEMENT

## RECORD REFERENCES:

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

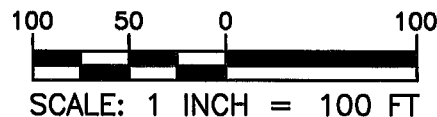
## LEGEND:



A.P.N.  
P.O.B.  
P.O.C.

WETLAND AND STORMWATER  
FACILITIES EASEMENT  
CITY MONUMENT WITH BRASS  
TACK  
EXISTING EASEMENT  
PROPERTY LINE  
COUNTY LIMIT LINE  
ASSESSOR'S PARCEL NUMBER  
POINT OF BEGINNING  
POINT OF COMMENCEMENT

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



SHEET 2 OF 6

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# EXHIBIT "B"

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

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

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

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

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

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

**JOHN MUIR DRIVE  
(100' R/W)**

SEE SHEET 2

SEE SHEET 4

## NOTE:

SEE SHEET 1 FOR BASIS-OF-BEARINGS STATEMENT

## RECORD REFERENCES:

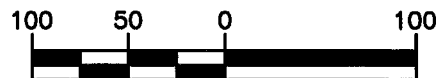
- [1] 15' INGRESS & EGRESS EASEMENT (DOC. 93147843)
- [2] CANAL EASEMENT (DOC. 93147843)

## LEGEND:



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

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



SCALE: 1 INCH = 100 FT



SHEET 3 OF 6



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# EXHIBIT "B"

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

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

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

JOHN MUIR DRIVE  
(100' R/W)

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

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

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

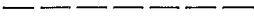
## NOTE:

SEE SHEET 1 FOR BASIS-OF-BEARINGS STATEMENT

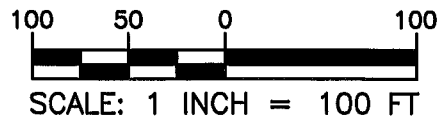
## RECORD REFERENCES:

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

## LEGEND:

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

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



SHEET 4 OF 6



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# EXHIBIT "B"

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

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

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

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

JOHN MUIR DRIVE  
(100' R/W)

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

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

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




### NOTE:

SEE SHEET 1 FOR BASIS-OF-BEARINGS STATEMENT

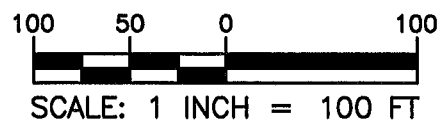
### RECORD REFERENCES:

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

### LEGEND:

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

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



SHEET 5 OF 6



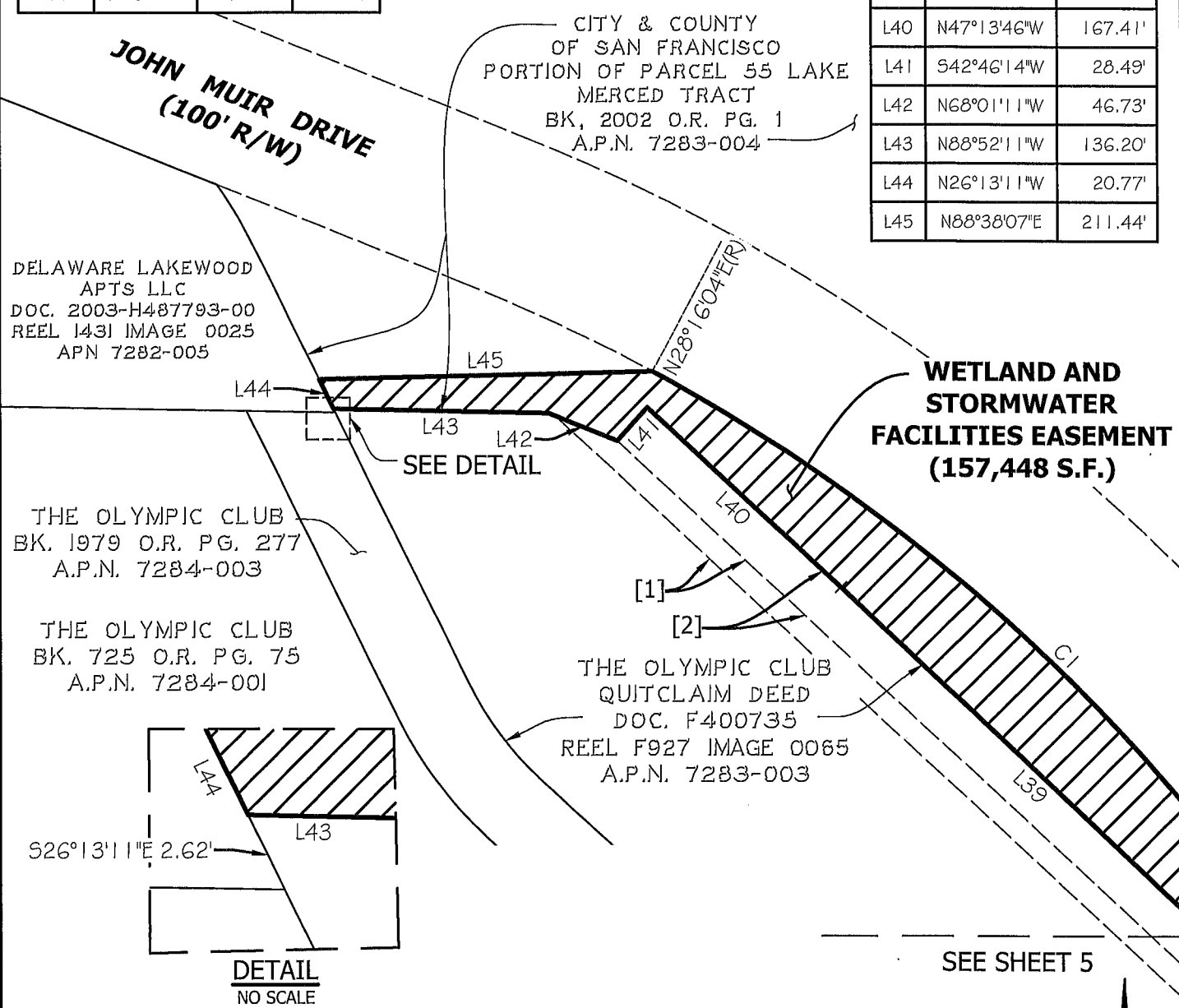
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# EXHIBIT "B"

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

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

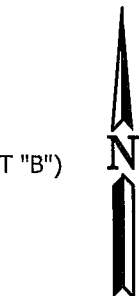
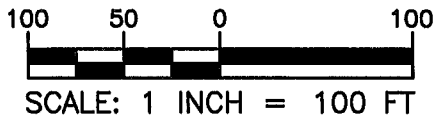


**NOTE:**  
SEE SHEET 1 FOR BASIS-OF-BEARINGS STATEMENT

- RECORD REFERENCES:**
- [1] 15' INGRESS & EGRESS EASEMENT (DOC. 93147843)
  - [2] CANAL EASEMENT (DOC. 93147843)

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

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



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**Exhibit 4**

**Description and Depiction of Box Culvert and  
Storm Water Outlet Easement Area**

*[see attached]*

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

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

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

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

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

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

Containing 6,404 square feet, more or less.

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

**END OF DESCRIPTION**

October 9, 2023

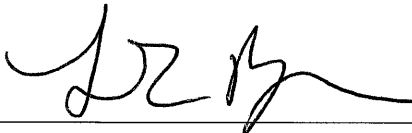
The Common County Limits Line between the City and County of San Francisco and the County of San Mateo as depicted on that certain Record of Survey Map recorded June 26, 2020, in Map Book 11 at Pages 178 to 200, City and County of San Francisco and recorded May 28, 2020, in Book 49 L.L.S. Maps at Pages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

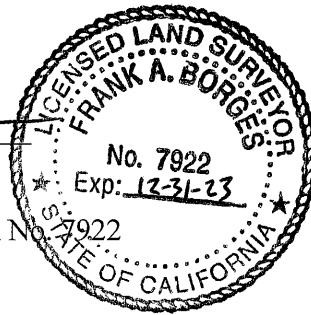
Being a portion of Block 7283, Parcel 001 (1995), Currently: Block 7283, Parcel 004.

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

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

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

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

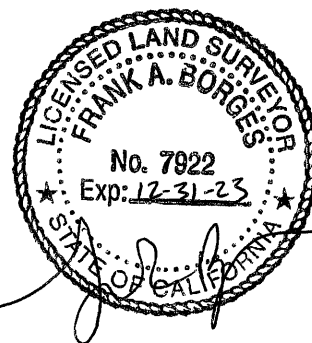
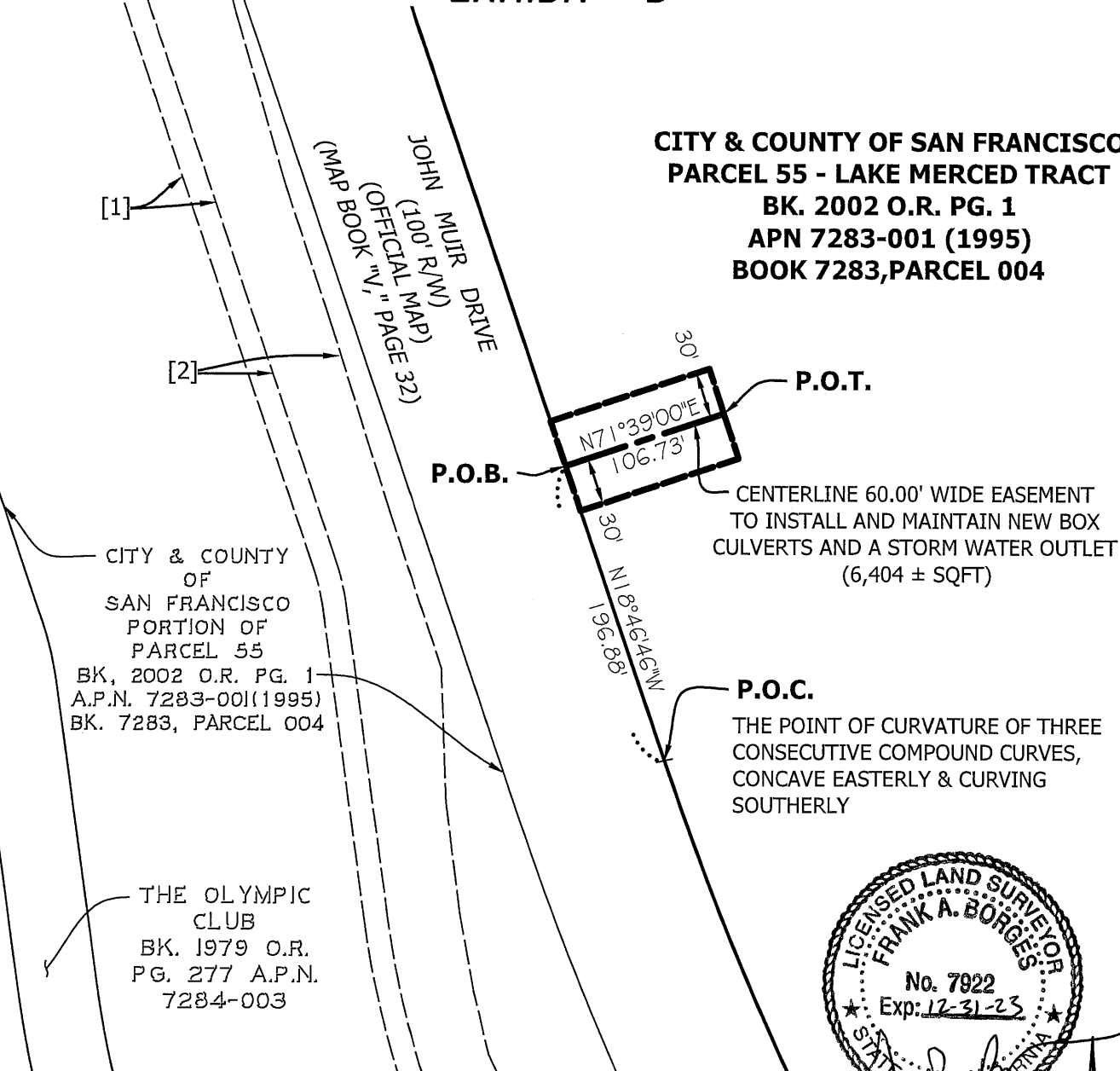


OCTOBER 9, 2023  
DATE:

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

# EXHIBIT "B"

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



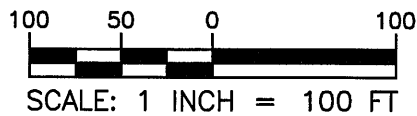
## RECORD REFERENCES:

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

## LEGEND:

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

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



SHEET 1 OF 1



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**Exhibit 5**

**Description and Depiction of Wetland Force Main Easement Area**

*[see attached]*

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

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

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

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

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

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

**END OF DESCRIPTION**

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

January 27, 2025

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

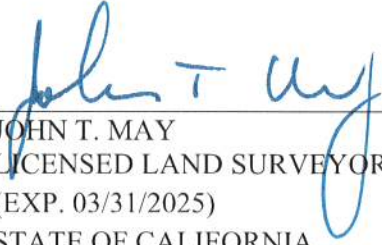
Containing 2,057 square feet, more or less.

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

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

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

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

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

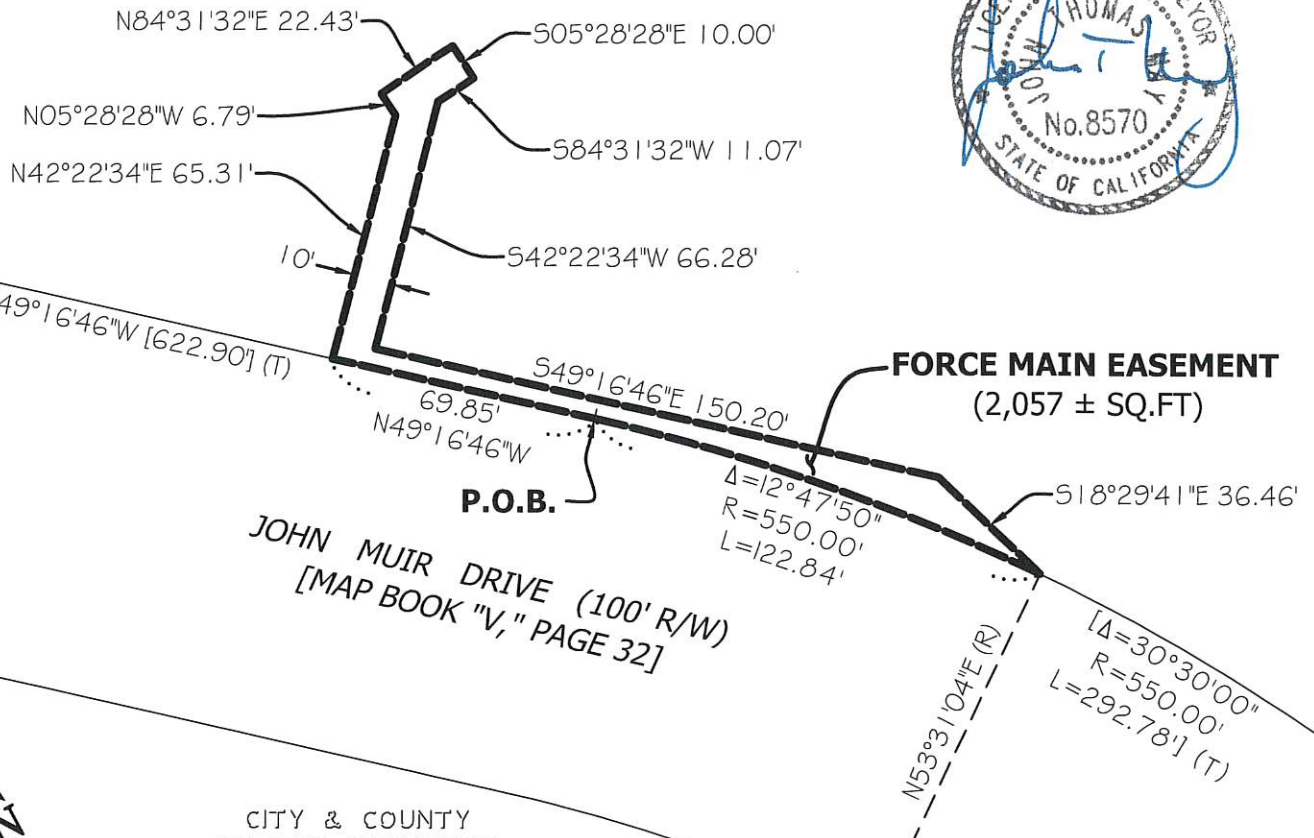
January 28<sup>th</sup>, 2025  
DATE:

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# EXHIBIT "B"

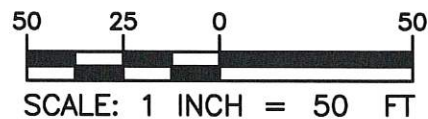
CITY & COUNTY OF SAN FRANCISCO  
PARCEL 55: LAKE MERCED TRACT  
BK. 2002 O.R. PG. 1  
APN 7283-001 (1995)  
BOOK 7283, PARCEL 004



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

## LEGEND

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



SHEET 1 OF 1

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



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**Exhibit 6**

**Description and Depiction of Armored Spillway Easement Area**

*[see attached]*

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

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

**ARMORED SPILLWAY— PARCEL ONE**

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

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

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

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

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

**END OF DESCRIPTION—Parcel One**

Containing 407 square feet, more or less.

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

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

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

**ARMORED SPILLWAY— PARCEL TWO**

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

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

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

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

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

**END OF DESCRIPTION—Parcel Two**

Containing 2,918 square feet, more or less.

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

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

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

**ARMORED SPILLWAY— PARCEL THREE**

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

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

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

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

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

**END OF DESCRIPTION—Parcel Three**

Containing 3,319 square feet, more or less.

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

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


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

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

October 9, 2025

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

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

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

October 9, 2025  
DATE:



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

# EXHIBIT "B"



SHEET 4

ARMORED SPILLWAY  
PARCEL 3

[R3]

JOHN MUIR DRIVE  
(100' R/W)

SHEET 3

ARMORED SPILLWAY  
PARCEL 2

[R2]

CITY & COUNTY OF  
SAN FRANCISCO  
PORTION OF  
PARCEL 55

BK. 2002 O.R. PG. 1  
A.P.N. 7283-001 (1995)  
A.P.N. 7283-004

THE OLYMPIC CLUB  
BOOK 1979, PAGE 277  
A.P.N. 7284-003

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

[R1]

[R2]

SHEET 2

ARMORED  
SPILLWAY  
PARCEL 1

## RECORD REFERENCES:

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

## LEGEND:

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



SCALE: 1 INCH = 250 FT

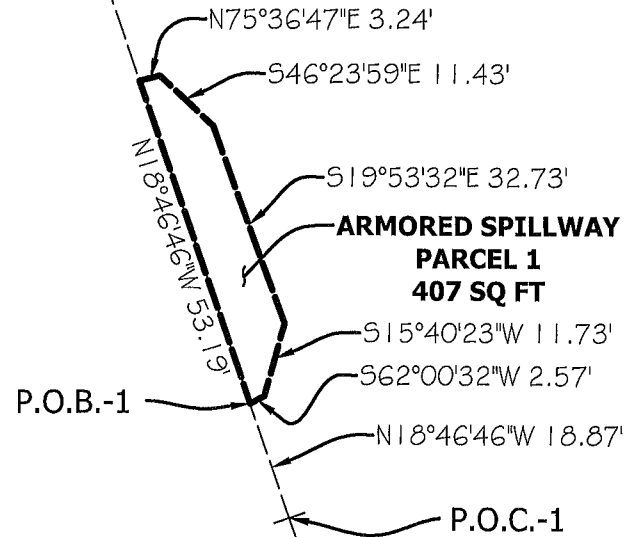
SHEET 1 OF 4



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# EXHIBIT "B"

JOHN MUIR DRIVE  
(100' R/W)  
(MAP BOOK "V", PAGE 32)



CITY & COUNTY OF  
SAN FRANCISCO  
PORTION OF  
PARCEL 55  
BK. 2002 O.R. PG. 1  
A.P.N. 7283-001 (1995)  
A.P.N. 7283-004

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

Δ=7°19'49"  
R=1950.00'  
L=249.48' [R1]



## RECORD REFERENCES:

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

## LEGEND:

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

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



SCALE: 1 INCH = 30 FT

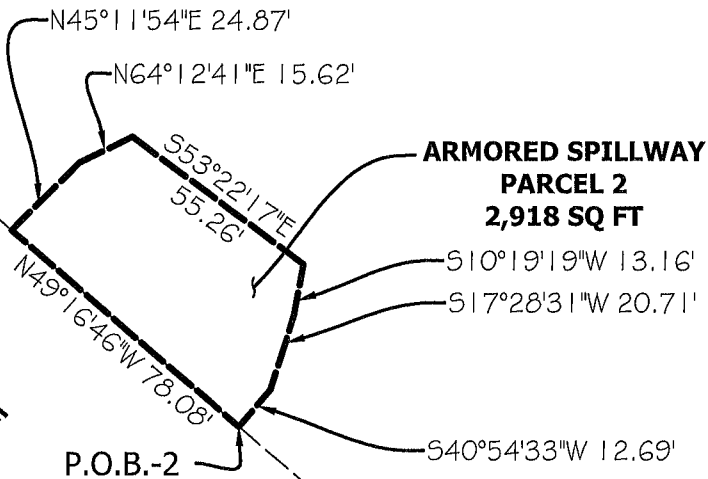
SHEET 2 OF 4



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# EXHIBIT "B"

JOHN MUIR DRIVE  
(100' R/W)  
(MAP BOOK "V," PAGE 32)



CITY & COUNTY OF  
SAN FRANCISCO  
PORTION OF  
PARCEL 55  
BK. 2002 O.R. PG. 1  
A.P.N. 7283-001 (1995)  
A.P.N. 7283-004

P.O.C.-2

$\Delta = 30^\circ 30' 00''$   
 $R = 550.00'$   
 $L = 292.78'$   
[R1]

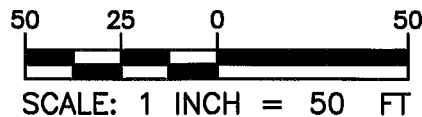
## RECORD REFERENCES:

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

## LEGEND:

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

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



SHEET 3 OF 4

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# EXHIBIT "B"



**JOHN MUIR DRIVE**  
(100' R/W)  
(MAP BOOK "V", PAGE 32)

**ARMORED SPILLWAY  
PARCEL 3  
3,319 SQ FT**

P.O.B.-3

P.O.C.-3

CITY & COUNTY OF  
SAN FRANCISCO  
PORTION OF  
PARCEL 55  
BK. 2002 O.R. PG. 1  
A.P.N. 7283-001 (1995)  
A.P.N. 7283-004

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

N54°38'01"E 7.51'

S86°04'42"E 31.63'

S34°51'56"E 44.47'

N30°12'46"W 109.43'

S15°41'08"E 19.70'

S05°40'46"E 29.13'

S52°51'16"W 20.38'

N30°12'46"W 37.93'

Δ=18°04'00"  
R=450.00'  
L=149.75'  
[R1]

## RECORD REFERENCES:

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

## LEGEND:

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

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



SCALE: 1 INCH = 40 FT

SHEET 4 OF 4



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**Exhibit 7**

**Description and Depiction of Floating and  
Fan Shaped Easement Area**

*[see attached]*

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

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

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

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

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

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

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

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

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

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

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

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

### END OF DESCRIPTION

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

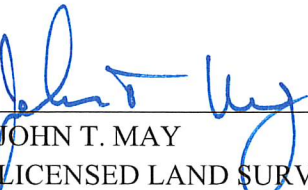
Containing. 1,457 square feet, more or less.

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

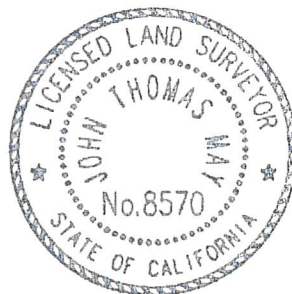
A plat to accompany legal description, Exhibit “B,” is attached hereto and made a part thereof.

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

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

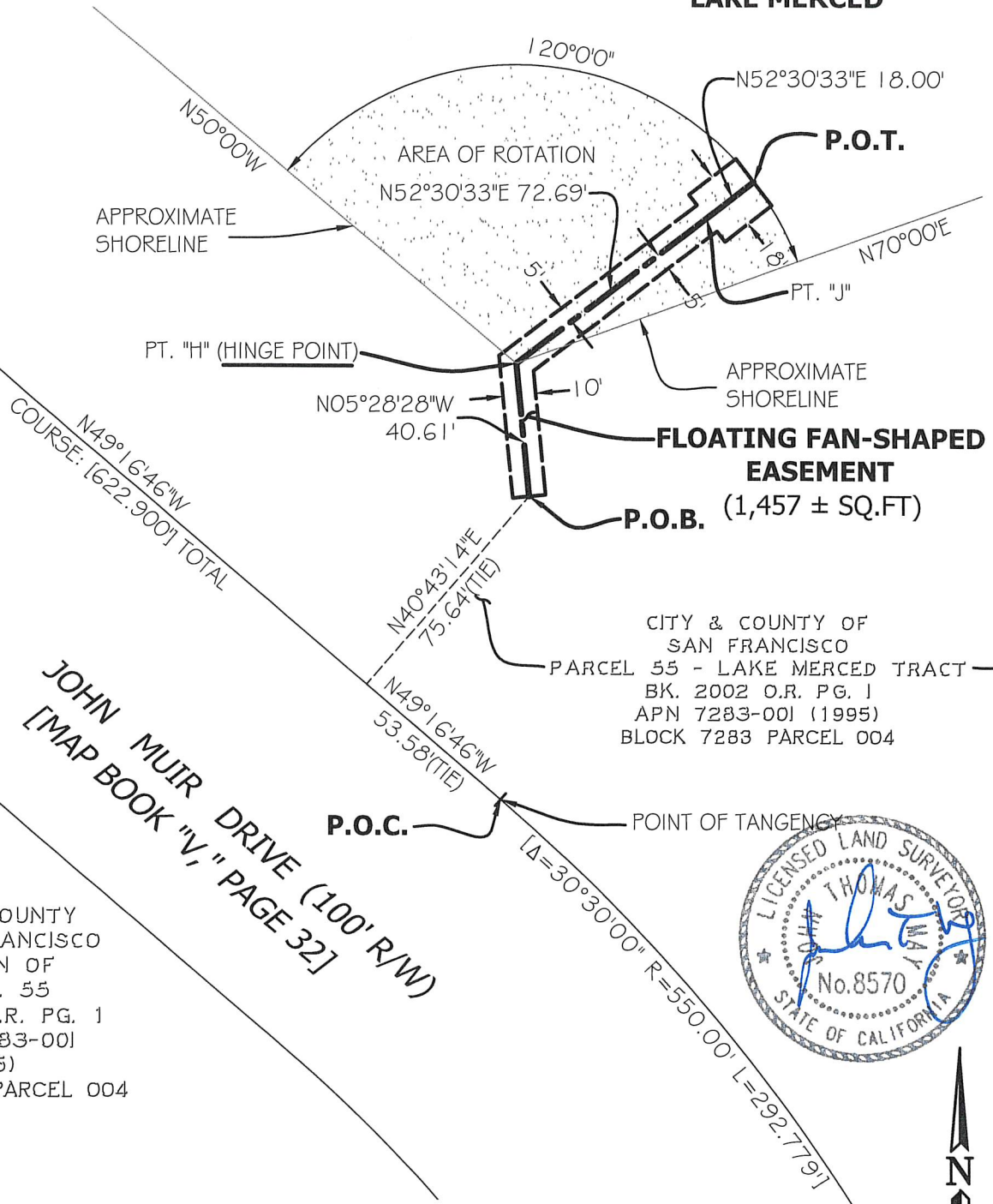
  
\_\_\_\_\_  
JOHN T. MAY  
LICENSED LAND SURVEYOR No. 8570  
(EXP. 03/31/2025)  
STATE OF CALIFORNIA

9/27/2024  
DATE:



# EXHIBIT "B"

LAKE MERCED



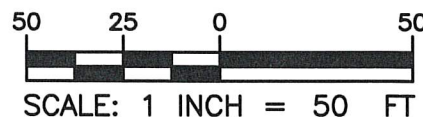
CITY & COUNTY  
OF SAN FRANCISCO  
PORTION OF  
PARCEL 55  
BK. 2002 O.R. PG. 1  
A.P.N. 7283-001  
(1995)  
BLOCK 7283 PARCEL 004

## LEGEND

- — — — — CENTER LINE EASEMENT (WIDTH VARIES)
- — — — — FANSHAPED EASEMENT
- — — — — RIGHT-OF-WAY LINE
- — — — — TIE LINE

- A.P.N. ASSESSOR'S PARCEL NUMBER
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- P.O.T. POINT OF TERMINATION
- [ ] RECORD PER MAP BOOK "V," PAGE 32

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



SHEET 1 OF 1



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## **EXHIBIT F**

### **LEASE TERMINATION AGREEMENT**

This Lease Termination Agreement (the “**Agreement**”) is entered into \_\_\_\_\_, 202\_\_, by and between the CITY AND COUNTY OF SAN FRANCISCO, a California municipal corporation (“**City**”), acting by and through its PUBLIC UTILITIES COMMISSION (“**SFPUC**”), and the CITY OF DALY CITY, a California municipal corporation (“**Daly City**”). City and Daly City sometimes are referred to collectively in this Agreement as the “**Parties**” or singularly as “**Party**.”

### **RECITALS**

This Agreement is made with reference to the following facts:

**A.** On July 2, 2007, the Parties entered into a Ground Lease (“**Daly City Lease**”), for the Lake Merced Drainage Tunnel (also known as the Vista Grande Tunnel or “**Tunnel**”) near Lake Merced in San Francisco. The Daly City Lease allows Daly City to operate, maintain, and repair the Tunnel. The Daly City Lease is attached hereto as **Attachment 1** and incorporated herein by reference.

**B.** The Daly City Lease expired in 2017 and is currently in holdover status.

**C.** The Parties desire to enter into this Agreement for the purpose of agreeing to terminate the Daly City Lease, effective as of the Closing Date (“**Lease Termination Date**”) as defined in the Agreement for Sale of Real Estate entered into by the Parties and dated \_\_\_\_\_, 202\_\_.

**NOW, THEREFORE**, the Parties hereby acknowledge and agree as follows:

### **AGREEMENT**

1. **Lease Termination**. The Parties each acknowledges and agrees that the Daly City Lease and all of the Parties’ right, title and interest under the Daly City Lease shall be deemed terminated effective on the Lease Termination Date; provided, however, that any rights or obligations specifically identified in the Daly City Lease to survive lease termination shall so survive.

2. **Successors and Assigns**. The provisions of this Agreement will inure to the benefit of and bind the respective successors and assigns of Parties.

3. **Counterparts**. This Agreement may be executed in counterparts, each of which will be an original, but all counterparts will constitute one instrument.

4. **General Provisions**. **(a)** This Agreement may be amended or modified only by a writing signed by the Parties. **(b)** No waiver by any Party of any of the provisions of this Agreement will be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. **(c)** All approvals and determinations of the City requested, required, or permitted under this Agreement may be made by the General Manager of the SFPUC. **(d)** This instrument (including the attached exhibits) contains the entire agreement between the Parties with regard to the subject matter of this Agreement and all prior written or oral negotiations, discussions, understandings, and agreements are merged into this Agreement. **(e)** This Agreement will be governed by California law and San Francisco’s Charter

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

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the respective dates written below.

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

CITY OF DALY CITY  
a California municipal corporation

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

By: \_\_\_\_\_  
THOMAS J. PICCOLOTTI  
City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

APPROVED AS TO FORM

ROSE ZIMMERMAN, City Attorney

By: \_\_\_\_\_  
Nancy Taylor  
Deputy City Attorney

By: \_\_\_\_\_  
Rose Zimmerman  
City Attorney

ATTACHMENT 1

DALY CITY LEASE



⑤ Water Waste Water -  
San  
Conjunctive Use  
Agreement

**SAN FRANCISCO PUBLIC UTILITIES COMMISSION**

**GAVIN NEWSOM, MAYOR**

**GROUND LEASE**

**between**

**CITY AND COUNTY OF SAN FRANCISCO,  
as Landlord**

**and**

**CITY OF DALY CITY,  
as Tenant**

**For the lease of  
THE VISTA GRANDE TUNNEL**

**Date**

**SAN FRANCISCO PUBLIC UTILITIES COMMISSION**

**Ryan L. Brooks --President  
Ann Moller Caen-- Vice President  
E. Dennis Normandy -- Commissioner  
Richard Sklar -- Commissioner  
Adam Werbach -- Commissioner**

**Susan Leal  
General Manager**

SAN FRANCISCO PUBLIC UTILITIES COMMISSION  
GROUND LEASE

**Table of Contents**

	<u>Page</u>
1. BASIC LEASE INFORMATION .....	1
2. DEFINITIONS .....	2
3. PREMISES .....	6
3.1 Leased Premises .....	6
3.2 Rights Reserved to City .....	6
3.3 As Is Condition of Premises .....	7
4. TERM .....	8
4.1 Term of Lease Date .....	8
4.2 Commencement Date and Expiration Date .....	8
4.3 Effective Date .....	8
5. RENT .....	8
6. TAXES, ASSESSMENTS AND OTHER EXPENSES .....	8
6.1 Taxes and Assessments, Licenses, Permit Fees and Liens .....	8
6.2 Other Expenses .....	8
6.3 Evidence of Payment .....	8
7. USE; COVENANTS TO PROTECT PREMISES AND CITY FACILITIES .....	9
7.1 Tenant's Permitted Use .....	9
7.2 Covenants Regarding Use .....	9
8. IMPROVEMENTS .....	10
8.1 Construction of Improvements .....	10
8.2 Ownership of Improvements .....	10
8.3 Tenant's Personal Property .....	10

9.	REPAIRS AND MAINTENANCE TO PREMISES.....	10
10.	LIENS .....	11
11.	RESERVATION OF RIGHTS REGARDING OWNERSHIP OF PREMISES .....	11
12.	COMPLIANCE WITH LAWS.....	11
12.1	Compliance with Laws .....	11
12.2	Regulatory Approvals .....	12
12.3	Reports .....	12
13.	DAMAGE OR DESTRUCTION.....	12
13.1	Damage or Destruction to the Improvements .....	12
13.2	Waiver.....	13
14.	DAMAGES TO CITY FACILITIES CAUSED BY FUTURE OVERFLOWS OF THE VISTA GRANDE CANAL .....	13
14.1	Accounting for Repairs to City Facilities; Handling of Third Party Claims .....	13
14.2	Arbitration.....	13
14.3	Escrow Account.....	14
14.4	No Admission of Liability .....	14
15.	INDEMNIFICATION.....	14
16.	INSURANCE.....	14
16.1	Tenant's Insurance.....	14
16.2	General Requirements.....	15
16.3	Proof of Insurance.....	15
16.4	Review of Insurance Requirements .....	16
16.5	Lapse of Insurance .....	16
16.6	Tenant's Personal Property.....	16
16.7	City's Self Insurance .....	16
16.8	Waiver of Subrogation.....	16

16.9	Compliance with City's Risk Management Requirements .....	16
17.	ASSIGNMENT AND SUBLETTING .....	16
18.	DEFAULT; REMEDIES .....	17
18.1	Events of Default .....	17
18.2	Remedies.....	17
18.3	City's Right to Cure Tenant's Defaults.....	17
19.	ACCESS BY CITY.....	18
19.1	Access to Premises by City.....	18
19.2	Pipeline and Utility Installations.....	19
19.3	Roadways.....	19
20.	SURRENDER.....	19
20.1	Surrender of the Premises .....	19
20.2	Automatic Reversion .....	19
21.	SCHEDULE FOR COMPLETION OF DRAINAGE FACILITIES BY DALY CITY; TRANSFER OF TITLE TO VISTA GRANDE TUNNEL .....	20
21.1	Resolution of Vista Grande Drainage Area Flood Problem .....	20
21.2	Transfer of Title to Vista Grande Tunnel Upon Completion of Drainage Improvements .....	20
22.	GENERAL PROVISIONS .....	20
22.1	Notices .....	20
22.2	No Implied Waiver .....	21
22.3	Amendments .....	21
22.4	Authority .....	21
22.5	Joint and Several Obligations .....	21
22.6	Interpretation of Lease .....	21
22.7	Successors and Assigns.....	21
22.8	Severability .....	22

22.9	Governing Law .....	22
22.10	Entire Agreement .....	22
22.11	Attorneys' Fees .....	22
22.12	Time of Essence .....	22
22.13	Cumulative Remedies .....	22
22.14	Relationship of Parties .....	23
22.15	Transfer by City .....	23
22.16	Recording .....	23
22.17	Non-Liability of City Officials, Employees and Agents .....	23
22.18	Conflicts of Interest.....	23
22.19	Charter Provisions.....	23
22.20	Consents, Approvals, Elections and Options.....	23
22.21	Disclosure .....	24

## LIST OF EXHIBITS

EXHIBIT A	1993 Assignment
EXHIBIT B	Legal Description of Premises
EXHIBIT C	SFPUC Drawing of Premises
EXHIBIT D	Map of City Facilities
EXHIBIT E	General Schedule of Activities to Resolve Vista Grande Flooding
EXHIBIT F	Form Escrow Instructions

## SAN FRANCISCO PUBLIC UTILITIES COMMISSION

### GROUND LEASE

THIS GROUND LEASE (this "Lease") dated for reference purposes only as of \_\_\_\_\_, is by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City" or "Landlord"), and the CITY OF DALY CITY, a municipal corporation ("Daly City" or "Tenant"), collectively referred to as the "Parties."

### RECITALS

A. In 1993 City and Daly City entered into and recorded an Assignment and Assumption of Easements dated July 13, 1993 ("1993 Assignment"), in which City assigned and Daly City assumed San Francisco's right, title and interest in certain easements, as described in the 1993 Assignment.

B. The easements assigned and assumed pursuant to the 1993 Assignment govern the use of real property in connection with operation and maintenance of the Vista Grande Canal and certain connecting pipelines thereto that had been previously authorized under revocable permits between the Parties, but did not include the Vista Grande Tunnel, which continues to be owned by the SFPUC and used by Daly City for the disposal of sanitary sewage effluent and storm water. A true and correct copy of the 1993 Assignment is attached hereto as **Exhibit A** and is incorporated herein by this reference.

C. The Parties desire to enter into this Lease for the purpose of formalizing Daly City's use of the Vista Grande Tunnel and for resolving disputes arising out of property damage caused to City by Daly City's use of the Vista Grande Canal and Tunnel for storm water disposal purposes.

### LEASE

City and Daly City hereby agree as follows:

#### 1. BASIC LEASE INFORMATION

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

Lease Reference Date:	July 2, 2007
Landlord:	CITY AND COUNTY OF SAN FRANCISCO
Tenant:	CITY OF DALY CITY and its subsidiaries, including the North San Mateo County Sanitation District
Premises (Section 3.1):	Vista Grande Tunnel
Term (Section 4.1):	Estimated Commencement Date: August 9, 2007 Commencement Date: _____, 2007 Expiration Date: _____, 2017

Use (Section 7.1): Operation, maintenance and repair of existing Vista Grande Tunnel for conveyance of treated wastewater, stormwater, and other runoff water.

Notice Address of City  
(Section 22.1): Real Estate Services  
Public Utilities Commission  
1155 Market St., 4th Flr.  
San Francisco, CA 94103  
Attn: Director

with a copy to: Office of the City Attorney  
City and County of San Francisco  
Room 234, City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4682  
Attn: Real Estate & Finance Team

Key Contact for City: Garrett M. Dowd

Telephone No.: (415) 487-5211

Facsimile No.: \_\_\_\_\_

Notice Address of Tenant  
(Section 22.1): Office of City Manager  
City of Daly City  
333 90th Street  
Daly City, CA 94015  
Attn: Patricia E. Martel

with a copy to: Office of the City Attorney  
City of Daly City  
333 90th Street  
Daly City, CA 94015  
Attn: Rose Zimmerman

Key Contact for Tenant: Patricia E. Martel

Telephone No.: (650) 991-8127

Facsimile No.: (650) 991-5759

## 2. DEFINITIONS

For purposes of this Lease, initially capitalized terms shall have the meanings ascribed to them in this Section:

**"1993 Assignment"** means the Assignment and Assumption of Easements dated July 13, 1993, in which City assigned and Daly City assumed San Francisco's right, title and interest in certain easements associated with the Vista Grande Canal upstream of the Premises.

**"Additional Charges"** means any and all real and personal property taxes, possessory interest taxes and other costs, impositions and expenses described in **Section 6** hereof or otherwise payable by Tenant under this Lease.



**"Affiliate of Tenant"** means any person or entity which directly or indirectly, through one or more intermediaries, controls, is controlled by or is under the common control with, Tenant. As used above, the words "control," "controlled" and "controls" mean the right and power, directly or indirectly through one or more intermediaries, to direct or cause the direction of substantially all of the management and policies of a person or entity through ownership of voting securities or by contract, including, but not limited to, the right to fifty percent (50%) or more of the capital or earnings of a partnership or, alternatively, ownership of fifty percent (50%) or more of the voting stock of a corporation.

**"Agents"** means, when used with reference to either Party to this Lease, the officers, directors, employees, agents and contractors of such Party, and their respective heirs, legal representatives, successors and assigns.

**"Alterations"** means any alterations, installations or additions to any Improvements or to the Premises.

**"Assignment"** has the meaning given in **Section 17** hereof.

**"Award"** means all compensation, sums or value paid, awarded or received for a Taking, whether pursuant to judgment, agreement, settlement or otherwise, or an arbitrator's Award pursuant to **Section 14.2** hereof.

**"Basic Lease Information"** means the information with respect to this Lease summarized in **Section 1** hereof.

**"City"** means the City and County of San Francisco, a municipal corporation.

**"City Facilities"** means any and all SFPUC water or sewer pipelines, storage boxes, drainage pipelines, hatch covers, wells and other surface and subsurface facilities owned by the SFPUC (except for the Vista Grande Tunnel) and now or later located in, under, on or about the Premises for the storage, transportation or distribution of water or treatment of wastewater for municipal purposes, together with all appurtenances thereto and all monuments thereof, along with all other City property below the overflow elevation of the Vista Grande Canal, including streets, roadways, recreational improvements at Lake Merced, and related appurtenances, as shown on **Exhibit D**.

**"Commencement Date"** means the date on which the Term of this Lease commences as described in **Section 4.2** hereof.

**"Date of Taking"** means the earlier of (i) the date upon which title to the portion of the Premises taken passes to and vests in the condemnor or (ii) the date on which Tenant is dispossessed.

**"Effective Date"** means the date on which this Agreement becomes effective pursuant to **Section 4.3** hereof.

**"Encumber"** means create any Encumbrance; **"Encumbrance"** means any mortgage, deed of trust, assignment of rents, fixture filing, security agreement, or similar security instrument, or other lien or encumbrance.

**"Encumbrancer"** means a mortgagee, beneficiary of a deed of trust or other holder of an Encumbrance.

**"Environmental Laws"** means any present or future federal, state or local Laws or policies relating to Hazardous Material (including, without limitation, its use, handling,

transportation, production, disposal, discharge or storage) or to human health and safety, industrial hygiene or environmental conditions in, on, under or about the Premises (including any permitted Improvements) and any other property, including, without limitation, soil, air and groundwater conditions.

**"Event of Default"** means any one of the events of default described in **Section 18.1** hereof.

**"General Manager"** means the General Manager of the Public Utilities Commission.

**"Hazardous Material"** means any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment. Hazardous Material includes, without limitation, any material or substance defined as a "hazardous substance," or "pollutant" or "contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA," also commonly known as the "Superfund" law), as amended, (42 U.S.C. Sections 9601 et seq.) or pursuant to Section 25281 of the California Health & Safety Code; any "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the structure of any existing improvements on the Land, any Improvements to be constructed on the Land by or on behalf of Tenant, or are naturally occurring substances on, in or about the Land; and petroleum, including crude oil or any fraction thereof, and natural gas or natural gas liquids.

**"Hazardous Material Claims"** means any and all enforcement, Investigation, Remediation or other governmental or regulatory actions, agreements or orders threatened, instituted or completed pursuant to any Environmental Laws, together with any and all Losses made or threatened by any third party against City, the PUC, their Agents, or the Premises or any Improvements, relating to damage, contribution, cost recovery compensation, loss or injury resulting from the presence, release or discharge of any Hazardous Materials, including, without limitation, Losses based in common law. Hazardous Materials Claims include, without limitation, Investigation and Remediation costs, fines, natural resource damages, damages for decrease in value of the Premises or any Improvements, the loss or restriction of the use or any amenity of the Premises or any Improvements, and attorneys' fees and consultants' fees and experts' fees and costs.

**"Improvements"** means any and all buildings, structures, fixtures and other improvements constructed, installed or placed on the Premises by or on behalf of Tenant pursuant to this Lease, including, without limitation, any roads, trails, driveways, parking areas, curbs, walks, fences, walls, stairs, poles, plantings and landscaping.

**"Indemnify"** means indemnify, protect, defend and hold harmless forever.

**"Indemnified Parties"** means City, including, but not limited to, all of its boards, commissions, departments, agencies and other subdivisions, including, without limitation, its PUC, and all of its and their respective Agents, and their respective heirs, legal representatives, successors and assigns, and each of them.

**"Investigation"** when used with reference to Hazardous Material means any activity undertaken to determine the nature and extent of Hazardous Material that may be located in, on, under or about the Premises, any Improvements or any portion thereof or which have been, are being, or threaten to be Released into the environment. Investigation shall include, without limitation, preparation of site history reports and sampling and analysis of environmental conditions in, on, under or about the Premises or any Improvements.

**"Invitees"** when used with respect to Tenant means the clients, customers, invitees, guests, members and licensees, assignees and subtenants of Tenant.

**"Joint Study"** means the August, 2006 study entitled "Vista Grande Watershed Study" by RMC Water and Environment that was jointly funded by the Parties.

**"Land"** means the real property described in **Exhibit B** attached hereto.

**"Landlord"** means the City and County of San Francisco.

**"Law"** means any law, statute, ordinance, resolution, regulation, proclamation, order or decree of any municipal, county, state or federal government or other governmental or regulatory authority with jurisdiction over the Premises, or any portion thereof, whether currently in effect or adopted in the future and whether or not in the contemplation of the Parties.

**"Lease"** means this Lease as it may be amended in accordance with its terms.

**"Losses"** means any and all claims, demands, losses, liabilities, damages, liens, injuries, penalties, fines, lawsuits and other proceedings, judgments and awards and costs and expenses, including, without limitation, reasonable attorneys' and consultants' fees and costs.

**"Official Records"** means the official records of the county(ies) in which the Premises are located.

**"Party"** means City or Tenant; **"Parties"** means both City and Tenant.

**"Premises"** has the meaning given in **Section 3.1** hereof. The Premises shall include any existing and permitted future Improvements, together with any additions, modifications or other Alterations thereto permitted hereunder. Notwithstanding anything to the contrary in this Lease, the Premises do not include the City Facilities, nor any water, water rights, riparian rights, water stock, mineral rights or timber rights relating to the Premises.

**"PUC"** means the Public Utilities Commission of the City and County of San Francisco.

**"Release"** when used with respect to Hazardous Material means any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or inside any existing improvements or any Improvements constructed hereunder by or on behalf of Tenant, or in, on, under or about the Premises or City Facilities or any portion thereof.

**"Remediation"** when used with reference to Hazardous Material means any activities undertaken to clean up, remove, contain, treat, stabilize, monitor or otherwise control any Hazardous Material located in, on, under or about the Premises or City Facilities or which have been, are being, or threaten to be Released into the environment. Remediate includes, without limitation, those actions included within the definition of "remedy" or "remedial action" in California Health and Safety Code Section 25322 and "remove" or "removal" in California Health and Safety Code Section 25323.

**"Rent"** means any real and personal property taxes, possessory interest taxes and other costs, impositions and expenses described in **Section 5** hereof or otherwise payable by Tenant under this Lease.

**"SFPUC"** means the Public Utilities Commission of the City and County of San Francisco.

"**Sublease**" has the meaning given in **Section 17** hereof.

"**Taking**" means a taking or damaging, including severance damage, by eminent domain, inverse condemnation or for any public or quasi-public use under Law. A Taking may occur pursuant to the recording of a final order of condemnation, or by voluntary sale or conveyance in lieu of condemnation or in settlement of a condemnation action.

"**Tenant**" means the Party identified as Tenant in the Basic Lease Information and at the beginning of this Lease. Except when immediately followed by the word "itself," the term Tenant shall also refer to the successors and assigns of Tenant's interests under this Lease, provided that the rights and obligations of Tenant's successors and assigns shall be limited to only those rights and obligations that this Lease permits to be transferred and that have been transferred in accordance with this Lease.

"**Tenant's Personal Property**" means the personal property of Tenant described in **Section 8.3** hereof.

"**Term**" means the term of this Lease as determined under **Section 4.1** hereof.

"**Transfer**" means any Assignment or Sublease.

"**Transferee**" means any recognized assignee of any part of Tenant's leasehold interest hereunder or any recognized subtenant of any portion of the Premises, pursuant to a Transfer that complies with **Section 17** hereof.

"**Unmatured Event of Default**" means any default by Tenant under this Lease that, with the giving of notice or the passage of time, or both, would constitute an Event of Default hereunder.

### **3. PREMISES**

#### **3.1 Leased Premises**

Subject to the terms, covenants and conditions of this Lease, City leases to Tenant and Tenant leases from City, the real property located in the City and County of San Francisco, State of California, more particularly described in the attached **Exhibit B**, together with any and all improvements existing thereon and owned by City as of the date of this Lease including but not limited to the Vista Grande Tunnel and all appurtenances thereto used by Daly City that were not included in the 1993 Assignment (the "Premises"); excluding therefrom and reserving during the Term unto City, its successors and assigns, the rights described in **Section 3.2** below. Tenant shall have the exclusive right to use the Premises for the conveyance of treated wastewater, stormwater, and other runoff water. The Premises are shown generally on SFPUC Drawing No. \_\_\_\_\_, a copy of which is attached hereto as **EXHIBIT C**. Nothing in this Lease is intended to grant Tenant any right whatsoever to possess, use or operate the City Facilities, or any portion thereof.

#### **3.2 Rights Reserved to City**

Notwithstanding anything to the contrary in this Lease, City reserves and retains all of the following rights relating to the Premises:

(a) Any and all water and water rights, including, but not limited to (i) any and all surface water and surface water rights, including, without limitation, riparian rights and appropriative water rights to surface streams and the underflow of streams, and (ii) any and all groundwater and subterranean water rights, including, without limitation, the right to export

percolating groundwater for use by City or its water customers; provided, however, that nothing in this Section 3.2 shall limit the rights of Tenant to use the Premises for the conveyance of treated wastewater, stormwater, and other runoff water.

(b) Any and all timber and timber rights, including, without limitation, all standing trees and downed timber;

(c) Any and all minerals and mineral rights of every kind and character now known to exist or hereafter discovered in the Premises, including, but not limited to, oil and gas rights thereto, together with the sole, exclusive, and perpetual right to explore for, remove, and dispose of those minerals by any means or methods suitable to City or its successors and assigns, but without entering upon or using the surface of the lands of the Premises and in such manner as not to damage the surface of the Premises or to interfere with the permitted use thereof by Tenant, without Tenant's prior written consent;

(d) All rights to use, operate, maintain, repair, enlarge, modify, expand, replace and reconstruct the City Facilities;

(e) The right to grant future easements and rights-of-way over, across, under, in and upon the Premises as City shall determine to be in the public interest, provided that any such easement or right-of-way shall be conditioned upon the grantee's assumption of liability to Tenant for damage to its property that Tenant may sustain hereunder as a result of the grantee's use of such easement or right-of-way; and provided, further, that any future easements or rights-of-way granted by City as to the Premises shall prohibit interference with Tenant's use of the Premises under this Lease;

(f) All rights of access provided for in Section 19 below.

### **3.3 As Is Condition of Premises**

#### **(a) Inspection of Premises**

Tenant represents and warrants that Tenant has conducted a thorough and diligent inspection and investigation, either independently or through Agents of Tenant's own choosing, of the Premises and the suitability of the Premises for Tenant's intended use. Tenant is fully aware of the needs of its operations and has determined, based solely on its own investigation, that the Premises are suitable for its operations and intended uses.

#### **(b) As Is; Disclaimer of Representations**

Tenant acknowledges and agrees that the Premises are being leased and accepted in their "**AS IS, WITH ALL FAULTS**" condition, without representation or warranty of any kind, and subject to all applicable Laws governing the use, occupancy, management, operation and possession of the Premises. Without limiting the foregoing, this Lease is made subject to any and all covenants, conditions, restrictions, easements and other title matters affecting the Premises, or any portion thereof, to the extent valid and enforceable under California law. Tenant acknowledges and agrees that neither City, PUC, nor any of their Agents have made, and City hereby disclaims, any representations or warranties, express or implied, concerning: (i) title or survey matters affecting the Premises, (ii) the physical, geological, seismological or environmental condition of the Premises, (iii) the quality, nature or adequacy of any utilities serving the Premises, (iv) the present or future suitability of the Premises for Tenant's intended uses, (v) the feasibility, cost or legality of constructing any Improvements on the Premises if required for Tenant's use and permitted under this Lease, or (vi) any other matter whatsoever relating to the Premises or their use, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose.

#### **4. TERM**

##### **4.1 Term of Lease Date**

The Premises are leased for a term (the "Term") commencing on the date specified in the Basic Lease Information as the commencement date (the "Commencement Date"), subject to this Lease becoming effective pursuant to **Section 4.3** below. The Term of this Lease shall end on the expiration date specified in the Basic Lease Information, unless sooner terminated pursuant to the provisions of this Lease. This Lease may be renewed upon mutual agreement of the Parties.

##### **4.2 Commencement Date and Expiration Date**

The dates on which the Term commences and terminates pursuant hereto are referred to respectively as the "Commencement Date" and the "Expiration Date."

##### **4.3 Effective Date**

This Lease shall become effective on the date (the "Effective Date") upon which (i) the PUC passes a resolution approving this Lease, and (ii) the Parties hereto have duly executed and delivered this Lease.

#### **5. RENT**

This Lease is a "net lease." Accordingly, Tenant shall be solely responsible for paying each item of cost or expense of every kind and nature whatsoever, the payment of which City would otherwise be or become liable by reason of its estate or interests in the Premises and any Improvements, any rights or interests of City in or under this Lease, or the ownership, leasing, operation, management, maintenance, repair, rebuilding, remodeling, renovation, use or occupancy of the Premises, any permitted Improvements, or any portion thereof.

#### **6. TAXES, ASSESSMENTS AND OTHER EXPENSES**

##### **6.1 Taxes and Assessments, Licenses, Permit Fees and Liens**

Tenant recognizes and agrees that this Lease may create a possessory interest subject to property taxation and that Tenant may be subject to the payment of property taxes levied on such interest.

##### **6.2 Other Expenses**

Tenant shall be responsible for any and all other charges, costs and expenses related to its use, occupancy, operation or enjoyment of the Premises or any Improvements permitted thereon, including, without limitation, the cost of any utilities or services necessary for Tenant's use.

##### **6.3 Evidence of Payment**

Tenant shall, upon City's request, furnish to City within ten (10) days after the date when any charges are due and payable, official receipts of the appropriate taxing authority or other evidence reasonably satisfactory to City, evidencing payment thereof.

## **7. USE; COVENANTS TO PROTECT PREMISES AND CITY FACILITIES**

### **7.1 Tenant's Permitted Use**

Tenant may use the Premises and any Improvements allowed hereunder only for the use specified in the Basic Lease Information, and for no other purpose.

### **7.2 Covenants Regarding Use**

As a material inducement to City to enter into this Lease, Tenant covenants with City as follows:

#### **(a) No Unlawful Uses or Nuisances**

Tenant shall not use or occupy any of the Premises or any Improvements, or permit the use or occupancy thereof, in any unlawful manner or for any illegal purpose, or permit to be carried on any offensive, immoral, noisy or hazardous use. Tenant shall take all precautions to eliminate immediately any nuisances or hazards relating to its activities on or about the Premises or any Improvements permitted hereunder.

#### **(b) Covenant Against Waste**

Tenant shall not cause or permit any waste, damage or injury to the Premises.

#### **(c) Covenant to Protect City Facilities**

At all times during the Term of this Lease, Tenant shall protect the City Facilities from any damage, injury or disturbance. If Tenant or any of its Agents or Invitees damages, injures or disturbs any of the City Facilities, or any portion of the City Facilities (including monuments), Tenant shall immediately notify City of that occurrence. City may, without limiting any of its other rights hereunder, take all actions it deems proper to repair such City Facilities (including relocation of monuments) at Tenant's sole expense. Tenant shall promptly, upon City's request, remove or alter to City's satisfaction and at Tenant's sole cost, any Improvements, Alterations or Tenant's Personal Property placed on the Premises by or on behalf of Tenant as necessary to avoid interference with City's use of the Premises for municipal purposes. Alternatively, subject to the SFPUC General Manager's approval in his or her sole discretion, Tenant may pay City for the costs determined by the SFPUC General Manager that City will incur as a result of such interference.

#### **(d) Covenant to Protect Water Courses**

Tenant shall not cause any flooding on adjacent land occupied by City Facilities. If such flooding occurs and City Facilities are damaged, Tenant shall reimburse City for all costs of repairing City Facilities and the Parties will otherwise resolve any disputes arising out of such flooding in accordance with the provisions of **Section 14.2** of this Lease. Tenant shall not engage in any activity that causes any change, disturbance, fill, alteration or impairment to the bed, bank or channel of any natural water course, wetland, or other body of water on, in, under or about the Premises, nor shall Tenant engage in any activity that would pollute or degrade any surface or subsurface waters or result in the diminution or drainage of such waters.

#### **(e) Covenant Against Dumping**

Tenant shall not cause or permit the dumping or other disposal on, under or about the Premises of landfill, refuse, Hazardous Material or other materials that are unsightly or could pose a hazard to the human health or safety, native vegetation or wildlife, or the environment.

## **8. IMPROVEMENTS**

### **8.1 Construction of Improvements**

Tenant shall not construct or install any Improvements nor make or permit any Alterations in, to or about the Premises, without SFPUC's prior written consent in each instance, which consent shall not be unreasonably withheld. Subject to SFPUC's consent as provided above, any permitted Improvements or Alterations shall be done at Tenant's sole expense (i) in strict accordance with plans and specifications approved in advance by SFPUC in writing, (ii) by duly licensed and bonded contractors or mechanics approved by SFPUC, (iii) in a good and professional manner, (iv) in strict compliance with all Laws, and (v) subject to all other conditions that SFPUC may reasonably impose, including, without limitation, provision of such completion security as is acceptable to SFPUC. In no event shall the construction or installation of any such Improvements or the making of any Alterations impair the use or operation of the City Facilities, or any portion thereof, or City's access thereto. Prior to the commencement of any work on the Premises to construct any permitted Improvements or make any permitted Alterations, Tenant, at its sole expense, shall procure all required permits and approvals and shall promptly upon receipt deliver copies of all such documents to SFPUC. No material change from the plans and specifications approved by SFPUC may be made without SFPUC's prior consent. SFPUC and its Agents shall have the right to inspect the course of such construction at all times. Upon completion of such Improvements or Alterations, Tenant shall furnish SFPUC with a complete set of final as-built plans and specifications. Tenant shall require from each contractor and subcontractor performing any work on or about the Premises a policy of general public liability insurance, with such limits as may reasonably be required by City from time to time, but in any event not less than One Million Dollars (\$1,000,000) combined single limit. Such insurance shall also be in compliance with the requirements set forth in **Section 16.2(c)**.

### **8.2 Ownership of Improvements**

Any Improvements or Alterations constructed on or affixed to the Premises by or on behalf of Tenant pursuant to the terms and limitations of **Section 8.1** above shall be and remain Tenant's property during the Term. Upon the Expiration Date or any earlier termination hereof, Tenant shall remove all such Improvements and Alterations from the Premises in accordance with the provisions of **Section 20.1** hereof, unless SFPUC, at its sole option and without limiting any of the provisions of **Section 8.1** above, requires as a condition to approval of any such Improvements or Alterations that such Alterations or Improvements remain on the Premises following the expiration or termination of this Lease or unless SFPUC as a condition of such approval reserves the right to elect by notice to Tenant not less than thirty (30) days prior to the end of the Term to have such Improvements or Alterations remain on the Premises.

### **8.3 Tenant's Personal Property**

All furniture, furnishings and articles of movable personal property and equipment installed in the Premises by or for the account of Tenant that can be removed without structural or other material damage to the Premises (all of which are herein called "Tenant's Personal Property") shall be and remain the property of Tenant and may be removed by it subject to the provisions of **Section 20.1** hereof. At least ten (10) days prior to delinquency, Tenant shall pay all taxes levied or assessed upon Tenant's Personal Property and shall deliver satisfactory evidence of such payment to City.

## **9. REPAIRS AND MAINTENANCE TO PREMISES**

Tenant assumes full and sole responsibility for the condition, operation, repair, maintenance and management of the Premises, including the Vista Grande Tunnel, all appurtenances thereto that were not transferred to Tenant in the 1993 Assignment, and any



permitted Improvements from and after the Commencement Date. City shall not under any circumstances be responsible for the performance of any repairs, changes or alterations to the Premises or any adjoining property (including, without limitation, access roads, utilities and other infrastructure serving the Premises), nor shall City be liable for any portion of the cost thereof. Tenant shall make all repairs and replacements that may be necessary to maintain the Premises in a safe condition and in good order and repair.

## **10. LIENS**

Tenant shall keep the Premises and all of City's property free (including, without limitation, the City Facilities) from any liens arising out of any work performed, material furnished or obligations incurred by or for Tenant. In the event Tenant does not, within five (5) days following the imposition of any such lien, cause the lien to be released of record by payment or posting of a proper bond, City shall have in addition to all other remedies provided herein and by Law or equity the right, but not the obligation, to cause the same to be released by such means as it shall deem proper, including, but not limited to, payment of the claim giving rise to such lien. All such sums paid by City and all expenses it incurs in connection therewith (including, without limitation, reasonable attorneys' fees) shall be payable to City by Tenant upon demand. City shall have the right at all times to post and keep posted on the Premises any notices permitted or required by Law or that City deems proper for its protection and protection of the Premises and City's property, from mechanics' and materialmen's liens. Tenant shall give City at least fifteen (15) days' prior written notice of the commencement of any repair or construction on any of the Premises. Notwithstanding the foregoing, Tenant shall have the right, upon posting of an adequate bond or other security acceptable to City, to contest any such lien, and in such case City shall not seek to satisfy or discharge such lien unless Tenant has failed to do so within ten (10) days after final determination of the validity thereof. Tenant shall Indemnify City, the other Indemnified Parties and the Premises against any and all Losses arising out of any such contest.

## **11. RESERVATION OF RIGHTS REGARDING OWNERSHIP OF PREMISES**

While the form of this agreement is a lease, neither Party intends the form of the agreement to imply ownership of the Vista Grande Tunnel or the land upon which it is situated. Therefore, notwithstanding any other provision of this Lease, nothing in this Lease shall constitute an admission, express or implied, by either Party as to the ownership of the Vista Grande Tunnel or the land upon which it is situated.

## **12. COMPLIANCE WITH LAWS**

### **12.1 Compliance with Laws**

Tenant shall promptly, at its sole expense, maintain the Premises, including any Improvements and Tenant's use and operations thereon in strict compliance at all times with all present and future Laws, whether foreseen or unforeseen, ordinary as well as extraordinary. Such Laws shall include, without limitation, all Laws relating to health and safety and disabled accessibility including, without limitation, the Americans with Disabilities Act, 42 U.S.C. Sections 12101 et seq., all present and future Environmental Laws (as defined in this Lease), and all present and future life safety and fire sprinkler requirements. The Parties acknowledge and agree that Tenant's obligation to comply with all laws as provided herein is a material part of the bargained-for consideration under this Lease. Tenant's obligation under this Section shall include, without limitation, the responsibility of Tenant to make substantial or structural repairs and alterations to the Premises (including any Improvements), regardless of, among other factors, the relationship of the cost of curative action to the Rent under this Lease, the length of the then remaining Term hereof, the relative benefit of the repairs to Tenant or City, the degree to which the curative action may interfere with Tenant's use or enjoyment of the Premises, the

likelihood that the parties contemplated the particular Law involved, and whether the Law involved is related to Tenant's particular use of the Premises. Without limiting **Section 5** hereof, no occurrence or situation arising during the Term, nor any present or future Law, whether foreseen or unforeseen, and however extraordinary, shall relieve Tenant from its obligations hereunder, or shall give Tenant any right to terminate this Lease in whole or in part or to otherwise seek redress against City. Tenant waives any rights now or hereafter conferred upon it by any existing or future Law to terminate this Lease, or to compel City to make any repairs to comply with any such Laws, on account of any such occurrence or situation.

## **12.2 Regulatory Approvals**

Tenant's use of the Premises may require authorizations, approvals or permits from governmental regulatory agencies with jurisdiction over Tenant's operation and use of the Premises. Tenant shall be solely responsible for obtaining any and all such regulatory approvals. Tenant shall bear all costs associated with applying for, obtaining and maintaining any necessary or appropriate regulatory approval and shall be solely responsible for satisfying any and all conditions imposed by regulatory agencies as part of a regulatory approval. Any fines or penalties levied as a result of Tenant's failure to comply with the terms and conditions of any regulatory approval are the sole responsibility of Tenant, and City shall have no liability, monetary or otherwise, for any such fines or penalties. Tenant shall Indemnify City and the other Indemnified Parties against all Losses arising in connection with Tenant's failure to obtain or comply with the terms and conditions of any regulatory approval.

Tenant understands and agrees that City, acting by and through its PUC, is entering into this Lease by acting as a property owner with a proprietary interest in the Premises and not as a regulatory agency with police powers. Nothing in this Lease shall limit in any way Tenant's obligation to obtain any required approvals from City departments, boards or commissions having jurisdiction over the Premises. By entering into this Lease, City is in no way modifying or limiting Tenant's obligation to cause the Premises or any permitted Improvements to be used and occupied in accordance with all applicable Laws, as provided further above.

## **12.3 Reports**

Tenant shall submit a report and provide such documentation to City as City may from time to time request regarding Tenant's operations and evidencing compliance thereof with this Lease and all Laws.

# **13. DAMAGE OR DESTRUCTION**

## **13.1 Damage or Destruction to the Improvements**

In the case of damage to or destruction of the Premises by fire, earthquake, or any other casualty, whether insured or uninsured, Tenant shall, at its sole cost and with reasonable promptness and diligence, restore, repair, replace or rebuild the Premises as nearly as possible to the same condition, quality and class the Premises were in immediately before such damage or destruction, unless such damage or destruction was caused solely and directly by the gross negligence or willful misconduct of City or its Agents. With respect to any damage to or destruction by fire, earthquake or any other casualty to any Improvements permitted hereunder made by or on behalf of Tenant during the Term hereof, Tenant may, at its option and at its sole cost, restore, repair, replace or rebuild such Improvements to the condition such Improvements were in prior to such damage or destruction, subject to any changes made in strict accordance with the requirements of **Section 8.1** above. However, if Tenant does not notify City in writing within thirty (30) days after the date of such damage or destruction of Tenant's election to restore, repair, replace or rebuild any such damaged or destroyed Improvements as provided above, Tenant shall promptly, at its sole cost, demolish such Improvements and remove them

(including all debris) from the Premises in compliance with the provisions of **Section 20.1** below.

### **13.2 Waiver**

The Parties understand and agree that the foregoing provisions of this Section are intended to govern fully the rights and obligations of the Parties in the event of damage or destruction to the Premises or Improvements, and City and Tenant each hereby waives and releases any right to terminate this Lease in whole or in part under Sections 1932.2 and 1933.4 of the Civil Code of California or under any similar Laws now or hereafter in effect, to the extent such rights are inconsistent with the provisions hereof.

## **14. DAMAGES TO CITY FACILITIES CAUSED BY FUTURE OVERFLOWS OF THE VISTA GRANDE CANAL**

### **14.1 Accounting for Repairs to City Facilities; Handling of Third Party Claims**

The Parties recognize that, during the term of this Lease, the Vista Grande Canal may overflow and damage City Facilities, and that there may be third party claims as a result of such incidents. In the event that overflows from the Vista Grande Canal damage any City Facilities, City agencies will undertake the necessary repairs. All repairs to City Facilities that are undertaken by City shall be designed to restore the previously existing condition and function of said City Facilities, except where complete replacement is necessary, in which case the replacement shall restore the pre-existing function pursuant to then-current engineering standards and requirements. Subject to future agreement with the City agency undertaking the repairs to City facilities, City may allow Tenant to provide in-kind services to offset all or a portion of the total repair costs incurred as a result of the overflow incident. Upon City's completion of the repairs to City Facilities, City will provide Tenant with a detailed cost accounting of all costs incurred in undertaking the repairs, which will include "soft" costs such as engineering, permitting, and environmental compliance, as well as "hard" costs incurred by City forces or independent construction contractors undertaking the repairs, as permitted under Generally Accepted Accounting Principles. Tenant shall have a thirty (30) day period in which to object in writing to any portion of the repair cost set forth in the City's accounting. If Tenant does not object in writing within thirty (30) days to any portion of the City's accounting of repair or replacement costs, City may immediately request the release of Escrow funds for the total amount of the repair costs, as provided in **Section 14.3** below. If Tenant disputes only a portion of the City's cost accounting for repairs, City may immediately request the release of the undisputed portion of the funds from Escrow as provided in **Section 14.3** below. Disputed portions of the City's cost accounting will be resolved via binding arbitration as provided in **Section 14.2** below. Third party claims resulting from overflow of the Vista Grande Canal shall be handled pursuant to **Section 15** of this lease, indemnification.

### **14.2 Arbitration**

Resolution of any dispute between the Parties concerning City's withdrawal of funds from the escrow account established pursuant to **Section 14.3** of this Lease for repair of damage to City Facilities shall be determined by arbitration in San Jose, California before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures, and shall be concluded within sixty (60) days of the last of the thirty (30) day review period by Tenant. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator shall, in the Award, allocate all or part of the costs of the arbitration, including fees of the arbitrator and the reasonable attorneys' fees of the prevailing party. The term "costs" shall mean the costs and expenses of counsel to the Parties, which may include printing, duplicating and other expenses, air freight charges, hiring of

experts, and fees billed for law clerks, paralegals, and others not admitted to the bar but performing services under the supervision of an attorney. In the event that Tenant fails to pay City within thirty (30) days of the Arbitrator's award, interest shall accrue at the rate of 10% per year in accordance with the provisions of California Code of Civil Procedure section 685.010.

#### **14.3 Escrow Account**

The Parties hereby appoint Tina Davis of Fidelity National Title Company, 399 Bradford Street, #103, Redwood City, CA 94063 as Escrow Agent for purposes of this Lease, using the form escrow instructions attached to this Lease as **Exhibit F**. Tenant shall be solely responsible for payment of the Escrow Agent's fees set forth on Attachment 1 to **Exhibit F**. Within thirty (30) days following execution of this Lease by the Parties, Tenant shall deposit with Escrow Agent the sum of \$500,000.00 ("Escrow Funds"). The Escrow Funds shall be deposited in an interest-bearing account and upon expiration of the Term, all unused Escrow Funds shall be returned to Tenant with interest. Upon either (1) receipt of a partially or wholly undisputed accounting of repairs to City Facilities following the expiration of the thirty (30) day review period set forth in **Section 14.2** or (2) entry of judgment on an arbitration Award against Tenant in accordance with **Section 14.2** of this Lease, the Escrow Agent shall release to City Escrow Funds in an amount necessary to cover the amount of the judgment. In the event of the release of Escrow Funds to City in accordance with this Lease, Tenant shall, within thirty (30) days following such release, replenish the Escrow Funds so that the amount of funds held in escrow equals the original amount of Escrow Funds (\$500,000.00) required by this section, in addition to fully reimbursing City for the remaining total of any undisputed damage accounting or arbitration Award that was not satisfied by the initial release of Escrow Funds to City. In the event that the Escrow Funds are insufficient to cover the amount of the undisputed accounting or arbitration Award, City shall retain all remedies to enforce that portion of the accounting or arbitration Award not covered by the Escrow Funds, including litigation and submission of an insurance claim pursuant to **Section 16** of this Lease.

#### **14.4 No Admission of Liability**

Nothing in this Lease constitutes an admission, express or implied, of any liability on the part of Daly City arising from or relating to use of the Vista Grande Canal and Tunnel.

### **15. INDEMNIFICATION**

Tenant agrees to indemnify City against and hold City harmless from any and all costs, liabilities, losses, damages or expenses (including, without limitation, reasonable attorneys' fees) arising from or relating to Tenant's use of the Vista Grande Tunnel or the Easements conveyed from City to Tenant in 1993.

### **16. INSURANCE**

#### **16.1 Tenant's Insurance**

Tenant shall procure and maintain throughout the Term of this Lease and pay the cost thereof, insurance in the following amounts and coverages:

##### **(a) Property Insurance**

Property insurance, on an all-risk form, including earthquake and flood, for one hundred percent (100%) of the full insurable value of the Premises and the permitted Improvements, with any deductible not to exceed Ten Thousand Dollars (\$10,000) each occurrence. Such insurance shall include Tenant and City as named insureds as their respective interests may appear. "Full insurable value" shall mean the actual replacement cost of the

Improvements and the existing improvements; which are included in the Premises (excluding foundation and excavation costs but without deduction for physical depreciation). It shall be determined at inception and each renewal by Insurer selected and paid by Tenant and reasonably acceptable to City; provided, however, that City shall have the right, at any time, to ascertain the full insurable value at its own expense, except that in the event such full insurance value exceeds the value of the then existing amount of insurance coverage procured by Tenant, Tenant shall pay the expense of determining the full insurable value.

**(b) Commercial General Liability Insurance**

Commercial General Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for bodily injury and property damage, including contractual liability, broad-form property damage, independent contractors, personal injury, products and completed operations.

**(c) Other Insurance**

City reserves the right to change amounts and types of insurance as permitted use of the property may change from time to time.

**16.2 General Requirements**

All insurance provided for under this Lease shall be effected under valid enforceable policies issued by insurers of recognized responsibility and reasonably approved by City.

**(a)** Should any of the required insurance be provided under a claims-made form, Tenant shall maintain such coverage continuously throughout the term hereof and, without lapse, for a period of three (3) years beyond the expiration or termination of this Lease, to the effect that, should occurrences during the Term give rise to claims made after expiration or termination of this Lease, such claims shall be covered by such claims-made policies.

**(b)** Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general aggregate limit shall be double the occurrence or claims limits specified above.

**(c)** All liability insurance policies shall be endorsed to provide the following:

**(i)** Name the City and County of San Francisco, its officers, agents and employees, as additional insureds, as their respective interests may appear hereunder.

**(ii)** That such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Lease, and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limit of liability.

**(iii)** All policies shall be endorsed to provide thirty (30) days' advance written notice to City of cancellation or intended non-renewal, mailed to the address(es) for City set forth in the Basic Lease Information.

**16.3 Proof of Insurance**

Tenant shall deliver to City certificates of insurance and additional insured policy endorsements from insurers in a form satisfactory to City, evidencing the coverages required hereunder, on or before the Commencement Date, together with complete copies of the policies

promptly upon City's request, and Tenant shall provide City with certificates or policies thereafter at least ten (10) days before the expiration dates of expiring policies. In the event Tenant shall fail to procure such insurance, or to deliver such policies or certificates, City may, at its option, procure the same for the account of Tenant, and the cost thereof shall be paid to City within five (5) days after delivery to Tenant of bills therefore.

#### **16.4 Review of Insurance Requirements**

Tenant and City shall periodically review the limits and types of insurance carried pursuant to this Section. If the general commercial practice in the City and County of San Francisco is to carry liability insurance in an amount or coverage materially greater than the amount or coverage then being carried by Tenant with respect to risks comparable to those associated with the Premises, then, at City's option, Tenant shall increase at its sole cost the amounts or coverages carried by Tenant to conform to such general commercial practice.

#### **16.5 Lapse of Insurance**

Notwithstanding anything to the contrary in this Lease, City may elect, in City's sole and absolute discretion, to terminate this Lease upon the lapse of any required insurance coverage by written notice to Tenant.

#### **16.6 Tenant's Personal Property**

Tenant may, at its expense, insure Tenant's Personal Property.

#### **16.7 City's Self Insurance**

Tenant acknowledges that City self-insures against property and liability risks and agrees City shall not be required to carry any insurance with respect to the Premises or otherwise.

#### **16.8 Waiver of Subrogation**

Notwithstanding anything to the contrary contained herein, to the extent permitted by their respective policies of property insurance, City and Tenant each hereby waive any right of recovery against the other party for any loss or damage sustained by such other party with respect to the Premises, whether or not such loss is caused by the fault or negligence of such other party, but only to the extent such loss or damage is actually recovered from such insurance.

#### **16.9 Compliance with City's Risk Management Requirements**

Tenant shall take no actions, nor shall it authorize the taking of any actions by third parties, in or about the Premises or any Improvements permitted hereunder, that would create any unusual fire risk, and shall take commercially reasonable steps to protect City from any potential premises liability. Tenant shall faithfully observe, at its expense, any and all reasonable requirements of City's Risk Manager with respect thereto and with the requirements of any policies of public liability, fire or other policies of insurance at any time in force with respect to the Premises and any Improvements as required hereunder.

### **17. ASSIGNMENT AND SUBLETTING**

Tenant shall not directly or indirectly, voluntarily or by operation of Law, sell, assign, encumber, pledge, sublet, license, sublicense or otherwise transfer any part of its interest in or rights with respect to the Premises, any Improvements or its leasehold estate hereunder (each, a "Transfer") without the PUC's prior written consent in each instance, which consent shall not be unreasonably withheld. Any Transfer without the PUC's prior consent shall be voidable at the

option of the City in its sole and absolute discretion; and the General Manager shall have the right to terminate immediately this Lease by sending written notice to Tenant.

## **18. DEFAULT; REMEDIES**

### **18.1 Events of Default**

Any of the following shall constitute an event of default ("Event of Default") by Tenant hereunder:

#### **(a) Rent**

Any failure to pay any Rent or other sums as and when due, provided Tenant shall have a period of three (3) days from the date of written notice of such failure from City within which to cure any default in the payment of Rent or other sums; provided, however, that City shall not be required to provide such notice regarding Tenant's failure to make such payments when due more than twice during any calendar year, and any such failure by Tenant after Tenant has received two such notices in any calendar year from City shall constitute a default by Tenant hereunder without any requirement on the part of City to give Tenant notice of such failure or an opportunity to cure except as may be required by Section 1161 of the California Code of Civil Procedure;

#### **(b) Covenants, Conditions and Representations**

Any failure to perform or comply with any other covenant, condition or representation made under this Lease, provided Tenant shall have a period of fifteen (15) days from the date of written notice from City of such failure within which to cure such default under this Lease, or, if such default is not capable of cure within such 15-day period, Tenant shall have a reasonable period to complete such cure if Tenant promptly undertakes action to cure such default within such 15-day period and thereafter diligently prosecutes the same to completion and Tenant uses its best efforts to complete such cure within sixty (60) days after the receipt of notice of default from City; provided, however, that upon the occurrence during the Term of two (2) defaults of the same obligation City shall not be required to provide any notice regarding Tenant's failure to perform such obligation, and any subsequent failure by Tenant after Tenant has received two (2) such notices shall constitute a default by Tenant hereunder without any requirement on the part of City to give Tenant notice of such failure or an opportunity to cure.

### **18.2 Remedies**

Upon the occurrence of an Event of Default by Tenant, City shall have all rights and remedies available to City at Law or in equity, including, as applicable, specific performance.

### **18.3 City's Right to Cure Tenant's Defaults**

If Tenant defaults in the performance of any of its obligations under this Lease, then City may at any time thereafter with three (3) days prior written notice (except no such notice shall be required in the event of an emergency as determined by City), remedy such Event of Default for Tenant's account and at Tenant's expense. Tenant shall pay to City all sums expended by City, or other costs, damages, expenses or liabilities incurred by City, including, without limitation, reasonable attorneys' fees, in remedying or attempting to remedy such Event of Default. Tenant's obligations under this Section shall survive the termination of this Lease. Nothing herein shall imply any duty of City to do any act that Tenant is obligated to perform under any provision of this Lease, and City's cure or attempted cure of Tenant's Event of Default shall not constitute a waiver of Tenant's Event of Default or any rights or remedies of City on account of such Event of Default.

## **19. ACCESS BY CITY**

### **19.1 Access to Premises by City**

#### **(a) General Access**

City reserves for itself and its designated Agents the right to enter the Premises and any portion thereof at all reasonable times upon not less than forty-eight (48) hours written notice to Tenant (except in the event of an emergency) for any of the following purposes:

(i) To determine whether the Premises are in good condition and to inspect the Premises (including, without limitation, soil borings or other Hazardous Material Investigations);

(ii) To determine whether Tenant is in compliance with its obligations hereunder and to cure or attempt to cure any such default in accordance with the provisions of Section 18.3 hereof;

(iii) To serve, post or keep posted any notices required or allowed under any of the provisions of this Lease;

(iv) To do any maintenance or repairs to the Premises that City has the right or the obligation, if any, to perform hereunder; and

(v) To show it to any prospective purchasers, brokers, Encumbrancers or public officials, or, during the last year of the Term of this Lease, exhibiting the Premises to prospective tenants or other occupants, and to post any "for sale" or "for lease" signs in connection therewith.

#### **(b) Emergency Access**

In the event of any emergency, as determined by City, City may, at its sole option and without notice, enter the Premises and alter or remove Tenant's Personal Property on or about the Premises. City shall have the right to use any and all means City considers appropriate to gain access to any portion of the Premises in an emergency. In such case, City shall not be responsible for any damage or injury to any such property, nor for the replacement of any such property and any such emergency entry shall not be deemed to be a forcible or unlawful entry onto or a detainer of, the Premises, or an eviction, actual or constructive, of Tenant from the Premises or any portion thereof.

#### **(c) No Liability**

City shall not be liable in any manner, and Tenant hereby waives any claims, for any inconvenience, disturbance, loss of business, nuisance or other damage arising out of City's entry onto the Premises, except damage resulting directly and exclusively from the gross negligence or willful misconduct of City or its Agents and not contributed to by the acts, omissions or negligence of Tenant, its Agents or Invitees.

#### **(d) Minimize Disruption**

City shall use its reasonable good faith efforts to conduct any activities on the Premises allowed under this Section in a manner that, to the extent practicable, will minimize any disruption to Tenant's use hereunder.



## **19.2 Pipeline and Utility Installations**

Without limiting **Section 19.1** above, City shall have the right at all times, to enter upon the Premises upon forty-eight (48) hours advance written or oral notice (except in cases of emergency as determined by City), to use, install, construct, repair, maintain, operate, replace, inspect, and remove City Facilities or any other public utility facilities. City shall bear the expense of any such activities, unless the need is occasioned by the acts, omissions or negligence of Tenant, its Agents or Invitees. City shall not be responsible for any temporary loss or disruption of Tenant's use of the Premises occasioned by any such facility installations or other activities.

## **19.3 Roadways**

City and its Agents shall have the right to enter upon and pass through and across the Premises on any existing or future roadways and as City otherwise determines necessary or appropriate for purposes of the City Facilities, provided that City shall use its reasonable good faith efforts to use such roadways in a manner that, to the extent practicable, will minimize any disruption to Tenant's use hereunder.

## **20. SURRENDER**

### **20.1 Surrender of the Premises**

Upon the Expiration Date or any earlier termination of this Lease pursuant hereto, Tenant shall surrender to City the Premises, in good condition, order and repair, free from debris and hazards, and free and clear of all liens, easements and other Encumbrances created or suffered by, through or under Tenant. On or before the Expiration Date or any earlier termination hereof, Tenant shall, at its sole cost, remove any and all of Tenant's Personal Property from the Premises and demolish and remove any and all Improvements and Alterations from the Premises (except for the building and other improvements existing on the Commencement Date and any other Improvements or Alterations that City agrees are to remain part of the Premises pursuant to the provisions of **Section 8.2**). In addition, Tenant shall, at its sole expense, repair any damage to the Premises resulting from the removal of any such items and restore the Premises to their condition immediately prior to the presence of any Improvements or Alterations. In connection therewith, Tenant shall obtain any and all necessary permits and approvals, including, without limitation, any environmental permits, and execute any manifests or other documents necessary to complete the demolition, removal or restoration work required hereunder. Tenant's obligations under this Section shall survive the Expiration Date or other termination of this Lease. Any items of Tenant's Personal Property remaining on or about the Premises after the Expiration Date of this Lease may, at City's option, be deemed abandoned and in such case City may dispose of such property in accordance with Section 1980 et seq. of the California Civil Code or in any other manner allowed by Law.

If Tenant fails to surrender the Premises to City on the Expiration Date or earlier termination of the Term as required by this Section, Tenant shall Indemnify City against all Losses resulting therefrom, including, without limitation, Losses made by a succeeding tenant resulting from Tenant's failure to surrender the Premises.

### **20.2 Automatic Reversion**

Upon the Expiration Date or earlier termination of this Lease, the Premises shall automatically, and without further act or conveyance on the part of Tenant or City, become the property of City, free and clear of all liens and Encumbrances and without payment therefore by City and shall be surrendered to City upon such date. Upon or at any time after the date of termination of this Lease, if requested by City, Tenant shall promptly deliver to City, without

charge, a quitclaim deed to the Premises suitable for recordation and any other instrument reasonably requested by City to evidence or otherwise effect the termination of Tenant's leasehold estate hereunder and to effect such transfer or vesting of title to the Premises or any permitted Improvements or Alterations that City agrees are to remain part of the Premises pursuant to the provisions of **Section 8.2**.

## **21. SCHEDULE FOR COMPLETION OF DRAINAGE FACILITIES BY DALY CITY; TRANSFER OF TITLE TO VISTA GRANDE TUNNEL**

### **21.1 Resolution of Vista Grande Drainage Area Flood Problem**

The Joint Study examined potential solutions to ongoing flooding problems associated with Daly City's management of stormwater disposal facilities in the Vista Grande watershed in Daly City and unincorporated areas. Implementation of any of these solutions will be a complex, time-consuming, and costly endeavor. Daly City agrees that it will use best efforts to perform additional conceptual and detailed engineering, evaluate the alternatives in the Joint Study, obtain financing, conduct all required environmental review, and obtain necessary permits for, and implement a project to prevent overflows of the Vista Grande Canal into Lake Merced before the end of the Term in accordance with the schedule attached as **Exhibit E**.

### **21.2 Transfer of Title to Vista Grande Tunnel Upon Completion of Drainage Improvements**

Should Daly City implement a project or projects to eliminate overflows from the Vista Grande Canal by the end of the Term, City agrees to transfer title to the Vista Grande Tunnel to Daly City **at no cost**, subject to the absolute and sole discretion of the SFPUC and the San Francisco Board of Supervisors in approving a transfer of real property. Tenant's acquisition of title to the Vista Grande Tunnel shall be subject to an exclusive easement to be reserved in City's sole discretion for the drainage of water from Lake Merced, provided that the use of said drainage easement shall not interfere with Tenant's continued use of the Vista Grande Tunnel for conveyance of treated wastewater to the Pacific Ocean.

## **22. GENERAL PROVISIONS**

### **22.1 Notices**

Except as otherwise expressly provided in this Lease, any notice given hereunder shall be effective only if in writing and given by delivering the notice in person, or by sending it first-class mail or certified mail with a return receipt requested or reliable commercial overnight courier, return receipt requested, with postage prepaid, to: (a) Tenant (i) at Tenant's address set forth in the Basic Lease Information, if sent prior to Tenant's taking possession of the Premises, or (ii) at the Premises if sent on or subsequent to Tenant's taking possession of the Premises, or (iii) at any place where Tenant or any Agent of Tenant may be found if sent subsequent to Tenant's vacating, abandoning or surrendering the Premises; or (b) City at City's address set forth in the Basic Lease Information; or (c) to such other address as either City or Tenant may designate as its new address for such purpose by notice given to the other in accordance with the provisions of this Section at least ten (10) days prior to the effective date of such change. Any notice hereunder shall be deemed to have been given two (2) days after the date when it is mailed if sent by first-class or certified mail, one (1) day after the date it is made if sent by commercial overnight courier, or upon the date personal delivery is made, and any refusal by either Party to accept the attempted delivery of any notice, if such attempted delivery is in compliance with this Section and applicable Laws, shall be deemed receipt of such notice. For convenience of the Parties, copies of notices may also be given by telefacsimile to the telefacsimile number set forth in the Basic Lease Information or such other number as may be provided from time to time; however, neither party may give official or binding notice by telefacsimile. The effective time of

a notice shall not be affected by the receipt, prior to receipt of the original, of a telefacsimile copy of the notice.

## **22.2 No Implied Waiver**

No waiver of any violation or breach of this Lease shall be considered to be a waiver or breach of any other violation or breach of this Lease and forbearance to enforce one or more of the remedies provided in this Lease shall not be deemed to be a waiver of that remedy.

## **22.3 Amendments**

Neither this Lease nor any term or provisions hereof may be changed, waived, discharged or terminated, except by a written instrument signed by the Parties hereto.

## **22.4 Authority**

Each signatory of this Lease represents that they are authorized to enter into this Lease on behalf of the Party for which they sign. Each Party represents that it has legal authority to enter into and to perform all obligations under this Lease. Upon City's request, Tenant shall provide City with evidence reasonably satisfactory to City confirming the foregoing representations and warranties.

## **22.5 Joint and Several Obligations**

The word "Tenant" as used herein shall include the plural as well as the singular. If there is more than one Tenant, the obligations and liabilities under this Lease imposed on Tenant shall be joint and several.

## **22.6 Interpretation of Lease**

The captions preceding the articles and sections of this Lease and in the table of contents have been inserted for convenience of reference only and such captions shall in no way define or limit the scope or intent of any provision of this Lease. This Lease has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein and shall be interpreted to achieve the intents and purposes of the Parties, without any presumption against the party responsible for drafting any part of this Lease. Provisions in this Lease relating to number of days shall be calendar days, unless otherwise specified, provided that if the last day of any period to give notice, reply to a notice or to undertake any other action occurs on a Saturday, Sunday or a bank or City holiday, then the last day for undertaking the action or giving or replying to the notice shall be the next succeeding business day. Use of the word "including" or similar words shall not be construed to limit any general term, statement or other matter in this Lease, whether or not language of non-limitation, such as "without limitation" or similar words, are used.

## **22.7 Successors and Assigns**

Subject to the provisions of **Section 17** hereof relating to Assignment and Subletting, the terms, covenants and conditions contained in this Lease shall bind and inure to the benefit of City and Tenant and, except as otherwise provided herein, their personal representatives and successors and assigns; provided, however, that upon any sale, assignment or transfer by City named herein (or by any subsequent landlord) of its interest in the Premises as owner or lessee, including any transfer by operation of Law, City (or any subsequent landlord) shall be relieved from all subsequent obligations and liabilities arising under this Lease subsequent to such sale, assignment or transfer.

## **22.8 Severability**

If any provision of this Lease or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Lease shall be valid and be enforceable to the fullest extent permitted by Law.

## **22.9 Governing Law**

This Lease shall be construed and enforced in accordance with the Laws of the State of California.

## **22.10 Entire Agreement**

This instrument (including the exhibits hereto, which are made a part of this Lease) contains the entire agreement between the Parties and supersedes all prior written or oral negotiations, discussions, understandings and agreements. The Parties further intend that this Lease shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including prior drafts of this Lease and any changes therefrom) may be introduced in any judicial, administrative or other legal proceeding involving this Lease. Tenant hereby acknowledges that neither City nor City's Agents have made any representations or warranties with respect to the Premises or this Lease except as expressly set forth herein, and no rights, easements or licenses are or shall be acquired by Tenant by implication or otherwise unless expressly set forth herein.

## **22.11 Attorneys' Fees**

In the event that either City or Tenant fails to perform any of its obligations under this Lease or in the event a dispute arises concerning the meaning or interpretation of any provision of this Lease, the defaulting party or the non-prevailing party in such dispute, as the case may be, shall pay the prevailing party reasonable attorneys' and experts' fees and costs, and all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). The term "attorneys' fees" shall include, without limitation, all such fees incurred with respect to appeals, mediations, arbitrations, and bankruptcy proceedings, and whether or not any action is brought with respect to the matter for which such fees were incurred. The term "costs" shall mean the costs and expenses of counsel to the parties, which may include printing, duplicating and other expenses, air freight charges, hiring of experts, and fees billed for law clerks, paralegals, and others not admitted to the bar but performing services under the supervision of an attorney.

## **22.12 Time of Essence**

Time is of the essence with respect to all provisions of this Lease in which a definite time for performance is specified.

## **22.13 Cumulative Remedies**

All rights and remedies of either party hereto set forth in this Lease shall be cumulative, except as may otherwise be provided herein.

#### **22.14 Relationship of Parties**

City is not, and none of the provisions in this Lease shall be deemed to render City, a partner in Tenant's business, or joint venturer or member in any joint enterprise with Tenant. Neither party shall act as the agent of the other party in any respect hereunder, and neither party shall have any authority to commit or bind the other party without such party's consent as provided herein. This Lease is not intended nor shall it be construed to create any third-party beneficiary rights in any third party, unless otherwise expressly provided. The granting of this Lease by City does not constitute authorization or approval by City of any activity conducted by Tenant on, in or relating to the Premises.

#### **22.15 Transfer by City**

If City sells or otherwise transfers the Premises, City shall be released from its obligations hereunder arising on or after the date of such sale or transfer and Tenant shall look solely to the successor-in-interest to City. Upon a sale of the Premises by City, Tenant shall attorn to the purchaser or transferee, such attornment to be effective and self-operative without the execution of any further instruments on the part of the parties to this Lease. This Lease shall not be deemed to constitute any commitment by City, or create any priority or right in favor of Tenant, with regard to any future sale or other disposition of the Premises, or any portion thereof.

#### **22.16 Recording**

Tenant agrees that it shall not record this Lease nor any memorandum or short form hereof in the Official Records.

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

No elective or appointive board, commission, member, officer, employee or other Agent of City shall be personally liable to Tenant, its successors and assigns, in the event of any default or breach by City or for any amount which may become due to Tenant, its successors and assigns, or for any obligation of City under this Agreement.

#### **22.18 Conflicts of Interest**

Through its execution of this Lease, Tenant acknowledges that it is familiar with the provisions of Sections 15.103 of the San Francisco Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code and Sections 87100 et seq. and Sections 1090 et seq. of the Government Code of the State of California and certifies that it does not know of any facts which would constitute a violation of said provisions, and agrees that if Tenant becomes aware of any such fact during the term of this Lease, Tenant shall immediately notify the City.

#### **22.19 Charter Provisions**

This Lease is governed by and subject to the provisions of the Charter of the City and County of San Francisco.

#### **22.20 Consents, Approvals, Elections and Options**

##### **(a) SFPUC**

Any consent or approval required by the SFPUC, or any election or option exercisable by the SFPUC, must be given or exercised pursuant to a resolution duly passed by the SFPUC in its discretion. No consent, approval, election or option shall be effective unless evidenced by a written instrument.

**(b) Tenant**

This Lease shall not become binding and effective unless and until it is approved by Tenant's City Council, which approval shall constitute a condition precedent to this agreement. No approval by Tenant's City Council shall be effective unless evidenced by a written instrument.

**22.21 Disclosure**

Tenant understands and agrees that the City's Sunshine Ordinance (San Francisco Administrative Code Chapter 67) and the State Public Records Law (Gov't Code Section 6250 et seq.) apply to this Lease and any and all records, information, and materials submitted to the City in connection with this Lease. Accordingly, any and all such records, information and materials may be subject to public disclosure in accordance with the City's Sunshine Ordinance and the State Public Records Law. Tenant hereby authorizes the City to disclose any records, information and materials submitted to the City in connection with this Lease.

**NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, TENANT ACKNOWLEDGES AND AGREES THAT NO OFFICER OR EMPLOYEE OF CITY HAS AUTHORITY TO COMMIT CITY HERETO UNLESS AND UNTIL A RESOLUTION OF THE PUC AND OF THE BOARD OF SUPERVISORS SHALL HAVE BEEN DULY PASSED APPROVING THIS LEASE AND AUTHORIZING THE TRANSACTIONS CONTEMPLATED HEREBY AND THE MAYOR APPROVES THE SAME. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF CITY HEREUNDER ARE CONTINGENT UPON PASSAGE OF SUCH RESOLUTIONS, AND THIS LEASE SHALL NOT BE EFFECTIVE UNLESS AND UNTIL THE PUC AND THE BOARD OF SUPERVISORS APPROVE THIS LEASE, EACH IN THEIR SOLE AND ABSOLUTE DISCRETION, AND IN ACCORDANCE WITH ALL APPLICABLE LAWS.**

City and Tenant have executed this Lease in triplicate as of the date first written above.

CITY:

CITY AND COUNTY OF SAN  
FRANCISCO, a municipal corporation

By:

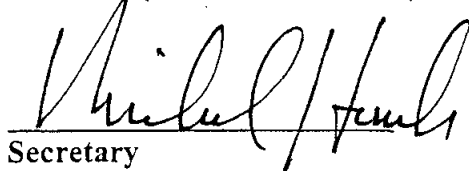
  
General Manager  
Public Utilities Commission

AUTHORIZED BY

PUBLIC UTILITIES COMMISSION

Resolution No. 07-0145  
Adopted: August 14, 2007

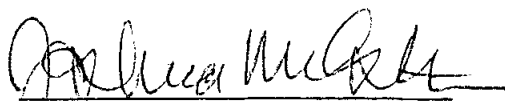
Attested:

  
Secretary  
Public Utilities Commission

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

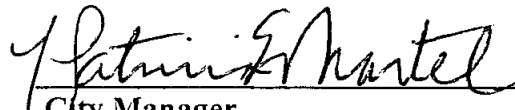
By:

  
Deputy City Attorney

CITY:

CITY OF DALY CITY, COUNTY OF  
SAN MATEO, a municipal corporation

By:

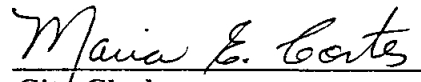
  
City Manager  
City of Daly City

AUTHORIZED BY

CITY COUNCIL

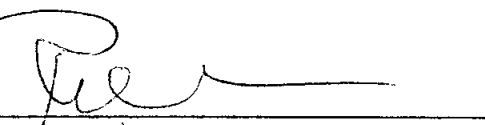
Resolution No. 07-132  
Adopted: July 9, 2007

Attested:

  
City Clerk  
City of Daly City

APPROVED AS TO FORM:

By:

  
Rose Zimmerman  
City Attorney

CITY:

CITY AND COUNTY OF SAN  
FRANCISCO, a municipal corporation

By: \_\_\_\_\_  
General Manager  
Public Utilities Commission

AUTHORIZED BY

PUBLIC UTILITIES COMMISSION

Resolution No. \_\_\_\_\_  
Adopted: \_\_\_\_\_

Attested: \_\_\_\_\_  
Secretary  
Public Utilities Commission

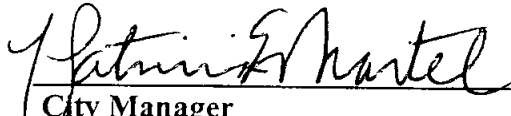
APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

CITY:

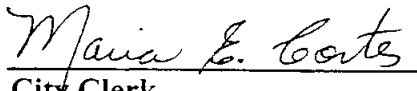
CITY OF DALY CITY, COUNTY OF  
SAN MATEO, a municipal corporation

By:   
City Manager  
City of Daly City

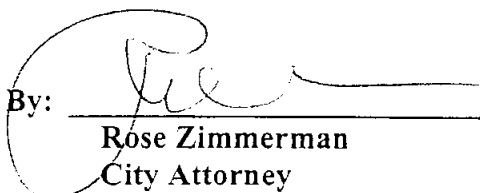
AUTHORIZED BY

CITY COUNCIL

Resolution No. 07-132  
Adopted: July 9, 2007

Attested:   
City Clerk  
City of Daly City

APPROVED AS TO FORM:

By:   
Rose Zimmerman  
City Attorney



**EXHIBIT A**  
**1993 Assignment**

(This page intentionally left blank. Exhibit A begins below.)

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

City of Daly City  
City Engineer, City Hall  
333 - 90th Street  
Daly City, CA 94015

SAN FRANCISCO, CA RECORDER'S OFFICE  
Bruce Jamison, Recorder  
DOC - F426994  
SF REAL ESTATE  
Monday, August 30, 1993 10:54:32am  
TOTAL ->  
REEL F953 IMAGE 0259

MAIL TAX STATEMENTS TO:

City of Daly City  
City Engineer, City Hall  
333 - 90th Street  
Daly City, CA 94015

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

Documentary Transfer Tax of \$ 0, based on full value of the property conveyed.

Mc  
L-15

### ASSIGNMENT AND ASSUMPTION OF EASEMENTS

FOR VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged, the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("CCSF"), pursuant to Ordinance No. 100-93, adopted by the Board of Supervisors on April 5, 1993 and approved by the Mayor on April 16, 1993, and to Resolution No. 513-93, adopted by the Board of Supervisors on July 12, 1993, and approved by the Mayor on July 13, 1993, hereby ASSIGNS to the CITY OF DALY CITY, a municipal corporation ("Daly City"), all of CCSF's right, title and interest in and to those certain easements (the "Easements") reserved unto CCSF, its successors and assigns, that certain deed of property from CCSF to The Olympic Club, recorded on July 23, 1993 as Document No. F400735 in the Official Records of the City and County of San Francisco and on July 23, 1993 as Document No. 73122032 in the Official Records of the County of San Mateo, which Easements are more particularly described as follows:

1. An easement at any time and from time to time to construct, reconstruct, maintain, operate, replace and repair storm and sewer pipes and appurtenances thereto, including a right of access;

Commencing at Monument #94 of that certain land described as Parcel 55 in the deed from Spring Valley Water Company to the City and County of San Francisco recorded March 3, 1930, in the Recorder's Office of said City and County in Liber 2002 or Official Records at Page 1; which is the true point of beginning, thence the following courses and distances:

N 00° 02' 00" W 221.61 feet;

S 58° 29' 00" E 40.06 feet more or less to the beginning of a non-tangent curve concave to the right having a radius of 165.09 feet to which beginning a radial

F-120994

line bears N 81° 30' 05" E, said beginning falls on the westerly line of Lake Merced Boulevard;

Along the said westerly line on said curve concave to the right having a radius of 165.09 feet and a central angle of 08° 27' 22" a distance of 24.36 feet;

Along said westerly line S 00° 02' 40" E 247.23 feet;

Leaving said westerly line S 13° 49' 35" W 150.23 feet to the boundary line of Parcel 55;

Along the boundary line of Parcel 55 N 00° 02' 00" W 216.71 feet to the true point of beginning.

2. A fifteen (15) foot wide easement for ingress and egress.

Commencing at Monument #94 of that certain land described as Parcel 55 in the deed from Spring Valley Water Company to the City and County of San Francisco recorded March 3, 1930, in the Recorder's Office of said City and County in Liber 2002 of Official Records at Page 1; thence N 00° 02' 00" W 221.61 feet to the true point of beginning, thence the following courses and distances;

N 58° 29' 00" W 464.39 feet;

Along a curve concave to the right having a radius of 570.00 feet and a central angle of 49° 47' 30" a distance of 495.35 feet;

N 08° 41' 30" W 197.81 feet;

Along a curve concave to the left having a radius of 154.02 feet and a central angle of 11° 07' 30" a distance of 29.91 feet;

N 19° 49' 00" W 435.68 feet;

Along a curve concave to the left having a radius of 165.00 feet and a central angle of 61° 35' 00" a distance of 177.35 feet;

N 81° 24' 00" W 158.45 feet;

Along a curve concave to the right having a radius of 177.49 feet and a central angle of 50° 07' 30" a distance of 155.28 feet;

N 31° 16' 30" W 906.01 feet;

Along a curve concave to the left having a radius of 294.85 feet and a central angle of 16° 58' 30" a distance of 87.36 feet;

N 48° 15' 00" W 540.61 feet;

N 69° 06' 00" W 42.14 feet;

S 48° 15' 00" E 579.99 feet;

Along a curve concave to the right a radius of 279.85 feet and a central angle of 16° 58' 30" a distance of 82.91 feet;

S 31° 16' 30" E 906.01 feet;

Along a curve concave to the left having a radius of 192.49 feet and a central angle of 50° 07' 30" a distance of 168.40 feet;

S 81° 24' 00" E 158.45 feet;

Along a curve concave to the right having a radius of 150.00 feet and a central angle of 61° 35' 00" a distance of 161.22 feet;

S 19° 49' 00" E 435.68 feet;

F426994

Along a curve concave to the right having a radius of 139.02 feet and a central angle of  $11^{\circ} 07' 30''$  a distance of 26.99 feet;  
S  $08^{\circ} 41' 30''$  E 197.81 feet;  
Along a curve concave to the left having a radius of 585.00 feet and a central angle of  $49^{\circ} 47' 30''$  a distance of 508.38 feet;  
S  $58^{\circ} 29' 00''$  E 473.60 feet;  
N  $00^{\circ} 02' 00''$  W 17.60 feet to the true point of beginning.

3. An easement at any time and from time to time to construct, reconstruct, maintain, operate, replace and repair drainage canal and appurtenances thereto, including a right of access;

Commencing at Monument #94 of that certain land described as Parcel 55 in the deed from Spring Valley Water Company to the City and County of San Francisco recorded March 3, 1930, in the Recorder's Office of said City and County in Liber 2002 of Official Records at Page 1; thence N  $00^{\circ} 02' 00''$  W 221.61 feet; thence S  $58^{\circ} 29' 00''$  E 40.06 feet to the true point of beginning, said point falling on the westerly line of Lake Merced Boulevard, thence the following courses and distances:

N  $58^{\circ} 29' 00''$  W 504.45 feet;  
Along a curve concave to the right having a radius of 570.00 feet and a central angle of  $49^{\circ} 47' 30''$  a distance of 495.35 feet;  
N  $08^{\circ} 41' 30''$  W 197.81 feet;  
Along a curve concave to the left having a radius of 154.02 feet and a central angle of  $11^{\circ} 07' 30''$  a distance of 29.91 feet;  
N  $19^{\circ} 49' 00''$  W 435.68 feet;  
Along a curve concave to the left having a radius of 165.00 feet and a central angle of  $61^{\circ} 35' 00''$  a distance of 177.35 feet;  
N  $81^{\circ} 24' 00''$  W 158.45 feet;  
Along a curve concave to the right having a radius of 177.49 feet and a central angle of  $50^{\circ} 07' 30''$  a distance of 155.28 feet;  
N  $31^{\circ} 16' 30''$  W 906.01 feet;  
Along a curve concave to the left having a radius of 294.85 feet and a central angle of  $16^{\circ} 58' 30''$  a distance of 87.36 feet;  
N  $48^{\circ} 15' 00''$  W 540.61 feet;  
N  $41^{\circ} 41' 25''$  E 28.49 feet;  
S  $48^{\circ} 18' 35''$  E 167.41 feet;  
S  $47^{\circ} 41' 56''$  E 347.03 feet;  
S  $41^{\circ} 22' 09''$  E 111.19 feet;  
S  $33^{\circ} 42' 59''$  E 303.52 feet;  
S  $30^{\circ} 18' 58''$  E 87.21 feet;  
S  $13^{\circ} 28' 37''$  E 27.10 feet;  
S  $34^{\circ} 05' 46''$  E 115.44 feet;  
S  $34^{\circ} 22' 09''$  E 72.88 feet;  
S  $27^{\circ} 36' 43''$  E 71.34 feet;  
S  $29^{\circ} 34' 57''$  E 79.48 feet;  
S  $34^{\circ} 39' 31''$  E 192.71 feet;

F426994

S 72° 54' 04" E 85.09 feet;  
S 72° 12' 16" E 53.47 feet;  
S 82° 13' 29" E 57.10 feet;  
S 77° 16' 48" E 96.91 feet;  
S 56° 50' 35" E 50.34 feet;  
S 47° 54' 42" E 36.71 feet;  
S 38° 57' 02" E 75.28 feet;  
S 29° 25' 09" E 51.45 feet;  
S 15° 44' 48" E 47.90 feet;  
S 17° 20' 50" E 113.92 feet;  
S 19° 20' 25" E 89.50 feet;  
S 18° 35' 15" E 129.08 feet;  
S 19° 36' 29" E 103.04 feet;  
S 03° 07' 47" E 85.05 feet;  
S 08° 16' 02" E 70.14 feet;  
S 11° 24' 11" E 50.42 feet;  
S 14° 30' 24" E 41.12 feet;  
S 26° 48' 01" E 87.25 feet;  
S 28° 58' 46" E 50.51 feet;  
S 35° 56' 28" E 72.10 feet;  
S 44° 09' 57" E 57.66 feet;  
S 51° 45' 14" E 62.73 feet;  
S 59° 47' 14" E 84.38 feet;  
S 58° 01' 02" E 97.81 feet;  
S 56° 34' 44" E 126.21 feet;  
S 85° 11' 07" E 14.44 feet;  
S 59° 04' 51" E 145.24 feet more or less to the beginning of a non-tangent curve  
concave to the right having a radius of 165.09 feet to which beginning a radial  
line bears N 52° 03' 58" E, said beginning falls on the westerly line of Lake  
Merced Boulevard;  
Along the said westerly line on said curve concave to the right having a radius  
of 165.09 feet and a central angle of 29° 26' 11" a distance of 84.82 feet to the  
true point of beginning.

Daly City hereby accepts the Easements and assumes any and all of CCSF's rights, title, and interests in, and obligations under, the Easements and agrees to indemnify CCSF against and hold CCSF harmless from any and all costs, liabilities, losses, damages or expenses (including, without limitation, reasonable attorney's fees) arising under the Easements. Daly City hereby releases CCSF from any and all obligations and liabilities in regard to these Easements.

This Assignment shall be binding on and inure to the benefit of CCSF and Daly City and their respective successors and assigns.

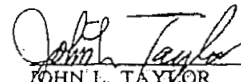
Executed as of this 13<sup>th</sup> day of July, 1993.

F426394

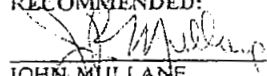
**ASSIGNOR:**

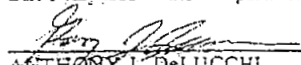
CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

  
FRANK M. JORDAN, Mayor

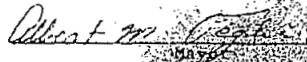
  
JOHN L. TAYLOR  
Clerk of the Board of Supervisors

**RECOMMENDED:**

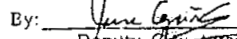
  
JOHN MULLANE  
General Manager,  
San Francisco Water Department

  
ANTHONY J. DeLUCCHI  
Director of Property  
Real Estate Department

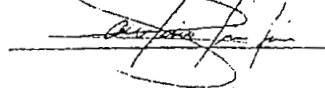
**ACCEPTANCE BY ASSIGNEE:**  
City of Daly City  
a municipal corporation

  
Resolution # 93-237 (attached)

**APPROVED AS TO FORM:**  
LOUISE H. RENNE, City Attorney

By:   
Deputy City Attorney

**DESCRIPTION CHECKED/APPROVED:**



\\MGT\Ext\Doc\DOC

[Attach Acknowledgements]

STATE OF CALIFORNIA  
City and County of San Francisco } ss.

I, Bruce H. Jamison County Clerk of the City and County of San Francisco,  
State of California, DO HEREBY CERTIFY: That

F426094

FRANK M. JORDAN

whose name is attached to the annexed ASSIGNMENT AND ASSUMPTION OF EASEMENT  
is now and was at the date of thereof MAYOR OF CITY OF SF  
in and for said City and County, duly elected, commissioned and qualified; and  
authorized by law to sign the same, and full faith and credit are due to all his official acts  
as such officer. And I further certify that I am well acquainted with the handwriting of  
said official and verily believe that the signature to said annexed instrument is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the  
said County Clerk/Recorder dated AUG 30 1993

*Bruce H. Jamison*

Bruce H. Jamison  
County Clerk/Recorder

STATE OF CALIFORNIA  
City and County of San Francisco } ss.


I, Bruce H. Jamison County Clerk of the City and County of San Francisco,  
State of California, DO HEREBY CERTIFY That

F426094

FRANK M. JORDAN

whose name is attached to the annexed ASSIGNMENT AND ASSUMPTION OF EASEMENT  
is now and was at the date of thereof MAYOR OF CITY OF SF  
in and for said City and County, duly elected, commissioned and qualified; and  
authorized by law to sign the same, and full faith and credit are due to all his official acts  
as such officer. And I further certify that I am well acquainted with the handwriting of  
said official and verily believe that the signature to said annexed instrument is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the  
said County Clerk/Recorder dated AUG 30 1993

 Bruce H. Jamison  
County Clerk/Recorder



F426094

As amended in Board 3/29/93

FILE NO. 96-93-1

ORDINANCE NO. 100-93

## (Authorizing Sale of Surplus Property)

AUTHORIZING AND DIRECTING THE SALE OF SURPLUS CITY-OWNED PROPERTY KNOWN AS A PORTION OF WATER DEPARTMENT PARCEL 55 LOCATED AT LAKE MERCED BOULEVARD AND JOHN MUIR DRIVE AND ADOPTING FINDINGS PURSUANT TO CITY PLANNING CODE SECTION 101.1.

Be It Ordained by the People of the City and County of San Francisco:

Section 1. In accordance with the recommendation of the Public Utilities Commission, the Recreation and Park Commission and the Director of Property, the Board of Supervisors hereby declares that the public interest and necessity require the sale, at public auction, of the following described City-owned property:

Portion of Water Department Parcel 55, located partly within the City and County of San Francisco and partly within San Mateo County, consisting of 17.35± acres as outlined on the map marked Exhibit "A" on file with the Clerk of the Board of Supervisors.

Section 2. Said property is no longer required for municipal purposes and the Department of City Planning reported on November 26, 1990 that the sale of this parcel subject to deed restrictions which will prevent permanent structures from being built on the subject property, and reserving its use for a golf course, park, playground, or other recreationally related use is in conformity with the City's Master Plan and consistent with the Eight Priority Policies of City Planning Code Section 101.1, a copy of such report is on file with the Clerk of the Board of Supervisors.

Supervisor [Signature]

3/29/93  
e:jp

Section 3. The Board of Supervisors adopts as its own and incorporates by reference herein, as though fully set forth, the findings made by the Department of City Planning that such sale is in conformity with the City's Master Plan and consistent with the Eight Priority Policies of City Planning

Code Section 101.1. The Board further declares that any sale shall be further conditioned upon a deed restriction which will prevent any and all structures from being built on the subject property.

RECOMMENDED:

[Signature]  
Public Utilities Commission  
Per resolution 92-0356

APPROVED:

[Signature] [Signature]  
Director of Property

APPROVED AS TO FORM  
Louise H. Byrne, City Attorney

By [Signature]  
Deputy City Attorney

CITY CLERK

(Real Estate)

BOARD OF SUPERVISORS

FA26994

Board of Supervisors, San Francisco

Passed for Second Reading

March 28, 1943

Present: Supervisors Allote Blarman

Conover Kaufman Kennedy

Mohr Milden Shelley

Ward: Supervisor Hallinan

Absent: Supervisor Achtenberg

Finally Passed

April 5, 1943

Ayes: Supervisors Allote Conroy

Hallen Kaufman Mohr Milden

Shelley

Noes: Supervisor Blarman Hallinan

Absent: Supervisor Achtenberg

Kennedy

I hereby certify that the foregoing ordinance was finally passed by the Board of Supervisors of the City and County of San Francisco

File No. 10-10

APR 10 1943

Date Approved

*[Signature]* Clerk

Anthony Delucci  
Director of Property  
Real Estate Department  
23 Van Ness Avenue, #400

F426994

FILE NO. 08-18-7

RESOLUTION NO. 513-93

(Sale of Real Property)

CONFIRMING SALE OF SURPLUS CITY-OWNED PROPERTY.

WHEREAS, Pursuant to Ordinance No. 100-93 and in accordance with the published notice inviting written tenders and oral bids at the public auction held June 11, 1993, the Director of Property received and recommends acceptance of the highest cash bid to purchase certain real property under the jurisdiction of the Water Department and situated in San Francisco and San Mateo Counties, as shown on Official Notice and Diagram Exhibit

"A-1," a copy of which is on file with the Clerk of this Board,

County	Assessor's Parcel Number(s)
San Francisco	A Portion of Lot 1, Block 72N3
San Mateo	093-731-050 and 093-731-060
Highest Bidder	Amount
The Olympic Club	\$2,100,000

WHEREAS, The Department of City Planning, by letter dated November 26, 1990, reported that the sale of this parcel is in conformity with the City's Master Plan and consistent with the Eight Priority Policies of City Planning Code Section 101.1, subject to deed restrictions which will prevent any structure from being built on the subject property, and reserving its use for a golf course, park, playground, or other recreational-related use, a copy

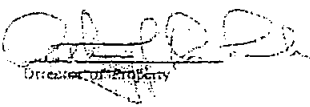
(Real Estate)

F426994

of such report is on file with the Clerk of the Board of Supervisors, now therefore, be it

RESOLVED, the offer is hereby accepted and the Mayor and the Clerk of the Board of Supervisors are authorized and directed to execute a deed to the said highest bidder or his assignee, subject to the terms and conditions contained in the invitation to bid.

RECOMMENDED:

  
Director of Property

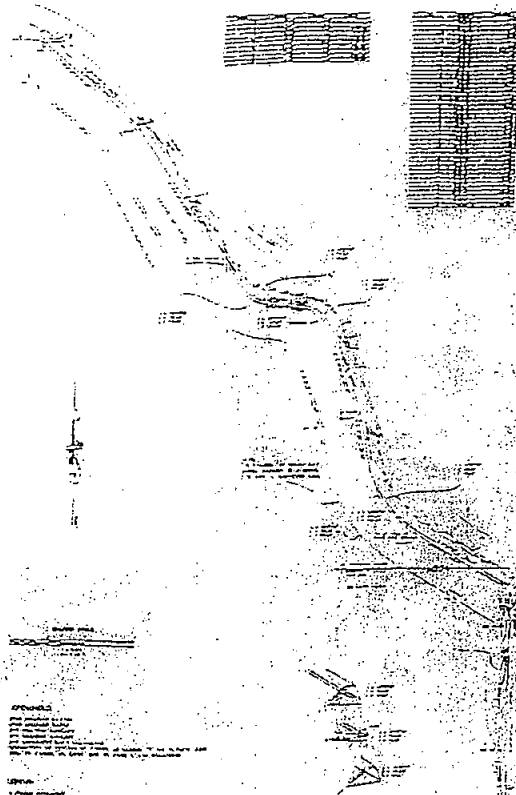
(Signature)

(Red Stamp)

FILE NO. 99-03-112  
JUL 15 1993  
Date Approved  
Name  
I hereby certify that the foregoing resolution  
was adopted by the Board of Supervisors  
of the City and County of San Francisco  
on July 15, 1993.  
Name: SUPERVISOR DIANE HALLINAN  
Attest: SUPERVISOR ALDO CORTEZ, Helen Kaufman Kennedy Hall  
Name: MARGARET SHAW  
Adopted - Board of Supervisors, San Francisco, July 15, 1993

F426994

F426994



F426994

RESOLUTION NO. 93-217

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DALY CITY  
ACCEPTING ASSIGNMENT AND ASSUMPTION OF EASEMENTS FROM THE  
CITY AND COUNTY OF SAN FRANCISCO RE: VISTA GRANDE CANAL.

1. The City and County of San Francisco, a municipal corporation (Grantor), pursuant to Ordinance No. 100-93 adopted by the Board of Supervisors on April 5, 1993 and approved by the Mayor on April 16, 1993, and Resolution No. 513-93 adopted by the Board of Supervisors on July 12, 1993, and approved by the Mayor of July 13, 1993, has delivered to the City of Daly City, a municipal corporation (Grantee) an Assignment and Assumption of Easements, to be executed by Grantor upon acceptance by Grantee, assigning all of Grantor's rights, title and interest in and to certain easements more particularly described on Exhibit "A" attached hereto and by reference made a part hereof.

2. The purpose of said easements is to provide permanent use and access of the drainage canal located along John Muir Drive, immediately north of the Olympic Club Golf Course, known as the Vista Grande Canal. This canal drains the northwestern portion of Daly City, including the Westlake area to Pacific Ocean via a tunnel under Fort Funston.

3. The City of Daly City desires to accept the Assignment of said Easements and by said acceptance will assume any and all of the City and County of San Francisco's rights, title and interests in, and obligations under, the Easements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Daly City that the City of Daly City does hereby accept the Assignment and Assumption of Easements from the City and County of San Francisco, described on Exhibit "A" attached hereto.

BE IT FURTHER RESOLVED by the City Council of the City of Daly City that the Mayor is hereby authorized to execute written acceptance of said Assignment and Assumption of Easements on behalf of the City of Daly City.

A copy of said Assignment and Assumption of Easements is attached hereto as Exhibit "A" and by this reference made a part hereof.

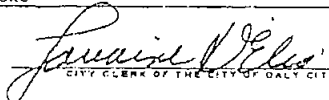
I hereby certify the foregoing to be a true copy of a Resolution adopted by the City Council of Daly City, California, at a regular meeting thereof held on the 9th day of August, 19 93, by the following vote of the members thereof:

AYES, and in favor thereof, Councilmen: Aggimonti, Doran, Guingona

Powell, Teglia

NOES, Councilmen: None

Absent, Councilmen: None

  
CITY CLERK OF THE CITY OF DALY CITY

APPROVED:

ALBERT M. TEGLIA

MAYOR OF THE CITY OF DALY CITY

STATE OF CALIFORNIA

ss.

F426994

COUNTY OF SAN MATEO

I, LURRAINE D'ELIA, City Clerk, in and for the City of Daly City, County of San Mateo, State of California, and ex-officio Clerk of the City Council thereof, do hereby certify the annexed to be a full, true and exact copy of

Res. No. 93-217, Accepting Assignment and Assumption of Easements from the City and County of San Francisco Re: Visca Grande Canal, as the same appears in the official records of the City of Daly City.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 23rd day of

August, 1993

By:  LURRAINE D'ELIA  
City Clerk



**Exhibit B**  
**Legal Description of Premises**

All that certain Real Property situate in the City and County of San Francisco, State of California, described as follows:

Parcel J. Lake Merced Drainage Tunnel, in the City and County of San Francisco, leading from Lake Merced in a general westerly direction to the Pacific Ocean, as described in deed to City and County of San Francisco, Recorded in the office of the County Recorder of the City and County of San Francisco at 9:17 A. M., March 3, 1930, in Liber 2002 of Official Records at Page 1, more particularly described as follows:

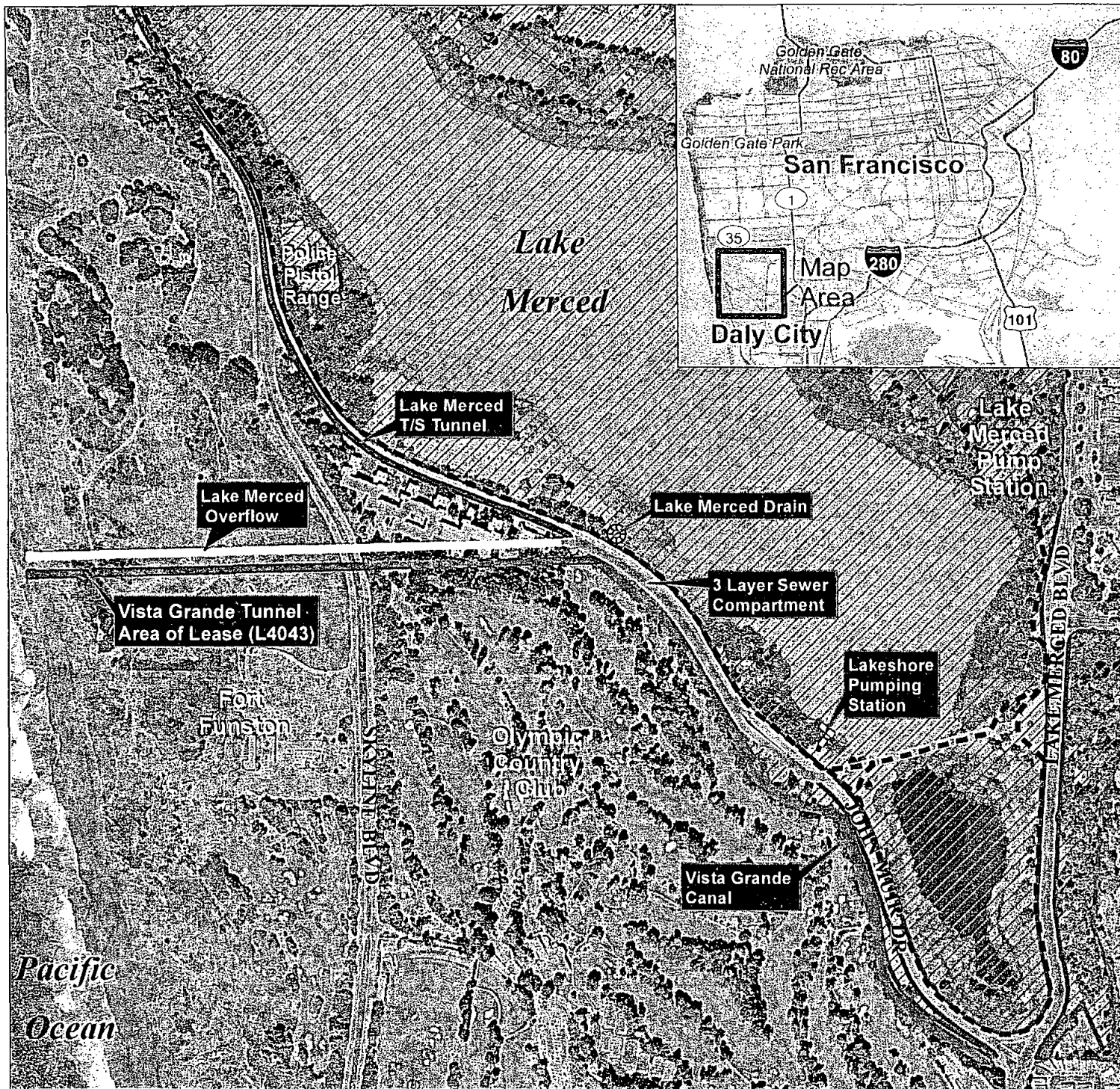
Rights reserved in deed from Spring Valley Water Company to the United States of America, dated July 9, 1917 and recorded August 7, 1917 in Book 1028 of Deeds, page 119, San Francisco City and County Records.

Together with an easement 16 feet in width, 8 feet on each side of the centerline of said Lake Merced Drainage Tunnel. Said center line being generally described as follows:

Beginning at a point in the southwesterly boundary of San Francisco Parcel 55, described in deed to City and County of San Francisco, Recorded in the office of the County Recorder of the City and County of San Francisco, in Liber 2002 of Official Records at Page 1, which point bears south 27° 18' east 108 feet, more or less, from the northeast corner of lands formerly of the A. C. Whitcomb Estate, and running thence south 87° 34' west 2000 feet, more or less, to a point in the easterly boundary of the United States Military Reservation.

**EXHIBIT C**  
**SFPUC Drawing of Premises**

Working Drawing No. B-4853  
(consisting of 1 page)



San Francisco Public Utilities Commission

**Real Estate Services**

**Exhibit C**  
**Drawing No. B-4853**  
**Lease (L4043) to**  
**City of Daly City**

**Legend**

- Fishing Pier
- Rec and Park Walking Path
- 3 Layer Sewer Compartment
- Lake Merced Overflow
- Lake Merced T/S Tunnel
- Area of Lease L4043 to City of Daly City (Vista Grande Tunnel)
- Vista Grande Canal
- SFPUC Owned Lands

**Scale 1 : 9,000**  
**1 Inch = 750 feet**

**Date: 8/6/2008**

The City does not guarantee that the information is accurate or complete. The City provides this information on an "as is" basis and disclaims all warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose and non-infringement. The City is not responsible for any damages arising from the use of data. Users should verify the information before making project commitments.

**EXHIBIT D**  
**Map of City Facilities**



Figure 1 - Vista Grande Outfall Structure, Tunnel and 27- Inch Diameter Force Main

Exhibit D

**EXHIBIT E**  
**General Schedule of Activities to Resolve Vista Grande Flooding**

(This page intentionally left blank. Exhibit E begins below.)

### General Schedule of Activities

	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Tunnel		Engineering Design Alternatives		Regulatory Approvals/ Permitting/Design			Construction				
Vista Grande Wetland			Regulatory Approvals/Permitting				Design			Construction	
Storm Drain Improvements		System Modeling	Master Planning							Implementation (ongoing)	
BMP's							Ongoing Implementation				



**EXHIBIT F**  
**FORM ESCROW INSTRUCTIONS**

This Escrow Agreement is made and entered into as of May 22, 2007 by and between Tina Davis of Fidelity National Title Company, 399 Bradford Street, #103, Redwood City, CA 94063, as escrow agent ("Escrow Agent"), and the City and County of San Francisco, acting through its Public Utilities Commission ("SFPUC" or "San Francisco"), and the City of Daly City ("Daly City"). In consideration of the mutual covenants and agreements herein set forth, the parties hereto do hereby covenant and agree as follows:

1. This Escrow Agreement relates to and is hereby made a part of the SFPUC's lease of the Vista Grande Tunnel to Daly City dated May 22, 2007 (the "Lease"). Except as otherwise defined herein, all terms defined in the Lease shall have the same meaning for the purposes of this Escrow Agreement as in the Lease.

2. There is hereby established in the custody of Escrow Agent an account (the "Vista Grande Canal Overflow Account") to be held and administered by the Escrow Agent in trust for the benefit of San Francisco in accordance with this Escrow Agreement and Section 14.3 of the Lease. Escrow Agent shall deposit the initial \$500,000.00 in Escrow Funds received from Daly City into the Vista Grande Canal Overflow Account, along with any Escrow Funds subsequently deposited by Daly City that are necessary to maintain the minimum \$500,000.00 balance in the Vista Grande Canal Overflow Account, as required under Section 14.3 of the Lease. Moneys held by Escrow Agent hereunder, together with any interest income earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy, attachment, or lien by or for the benefit of any creditor of San Francisco or Daly City. Interest earned on sums deposited in the Vista Grande Canal Overflow Account by Daly City shall be redeposited to the Vista Grande Canal Overflow Account.

3. Moneys in the Vista Grande Canal Overflow Account shall be used to pay San Francisco for all expenses incurred as a result of damage to property owned by San Francisco as result of overflow(s) from the Vista Grande Canal, as provided in Section 14.3 of the Lease. Payment required to fully reimburse San Francisco for the total amount of the sum requested shall be made from the Vista Grande Canal Overflow Account upon San Francisco's presentation to Escrow Agent of either (1) receipt of a partially or wholly undisputed accounting of repairs to City Facilities following the expiration of the thirty (30) day review period set forth in section 14.1 of the Lease or (2) entry of judgment on an arbitration Award against Daly City in accordance with Section 14.2 of the Lease. In the event that the Escrow Funds are insufficient to satisfy the full amount of San Francisco's accounting or arbitration Award in its favor, Escrow Agent shall subsequently pay the remaining sums owed to San Francisco following the additional deposit of Escrow Funds by Daly City pursuant to Section 14.3 of the Lease.

4. This Escrow Agreement shall terminate upon the expiration date of the Lease. Upon expiration of the Term, all unused Escrow Funds shall be returned to Daly City, together with any accumulated interest earnings, provided that there are no outstanding claims to Escrow Funds by San Francisco as a result of previous overflows from the Vista Grande Canal.