

**AGREEMENT FOR SALE OF REAL ESTATE**

**by and between**

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

**and**

**STATE OF CALIFORNIA, acting by and through its,  
DEPARTMENT OF TRANSPORTATION,  
an executive department of the State of California,**

**and**

**ALAMEDA COUNTY TRANSPORTATION COMMISSION,  
a California joint powers authority  
together as Buyer,**

**for the sale and purchase of unimproved land and easement interests in  
SFPUC Parcel No. 65  
in the unincorporated Town of Sunol,  
Alameda County, State of California.**

**June 7, 2021**

## TABLE OF CONTENTS

	<u>Page</u>
1. PURCHASE AND SALE	2
1.1 Property Included in Sale to Caltrans	2
2. PURCHASE PRICE; PURCHASE TRANSACTION DEPOSIT	6
3. CONVEYANCE OF SUBJECT PROPERTY AND TITLE	7
3.1 Conveyance and Deeds	7
3.2 Buyer’s Responsibility for Title Insurance	7
4. “AS-IS” PURCHASE; RELEASE OF CITY	8
4.1 Buyer’s Independent Investigation	8
4.2 Property Disclosures	8
4.3 Entry and Indemnity	9
4.4 “As-Is” Purchase	10
4.5 Release of City	10
5. CONDITIONS PRECEDENT	11
5.1 Buyer’s Conditions Precedent	11
5.2 Contingency Period	11
5.3 City’s Condition Precedent	12
5.4 Failure of City’s Conditions Precedent	12
6. ESCROW AND CLOSING	12
6.1 Escrow	12
6.2 Closing Date	12
6.3 Deposit of Documents	13
6.4 Prorations	14
7. RISK OF LOSS	14
7.1 Loss	14
7.2 Self-Insurance	15
8. EXPENSES	15
8.1 Expenses	15
8.2 Brokers	15
9. LIQUIDATED DAMAGES	16
10. GENERAL PROVISIONS	16
10.1 Notices	16
10.2 Successors and Assigns	17

10.3	Amendments	17
10.4	Authority of Buyer	17
10.5	Buyer’s Representations and Warranties	18
10.6	Governing Law	18
10.7	Merger of Prior Agreements	18
10.8	Parties and Their Agents	18
10.9	Interpretation of Agreement	19
10.10	Attorneys’ Fees	19
10.11	Time of Essence	19
10.12	No Merger	19
10.13	Non-Liability of City Officials, Employees, and Agents	19
10.14	Conflicts of Interest	20
10.15	Notification of Limitations on Contributions	20
10.16	Sunshine Ordinance	20
10.17	Tropical Hardwood and Virgin Redwood Ban	20
10.18	No Recording	21
10.19	Effective Date	21
10.20	Severability	21
10.21	Acceptance by Buyer	21
10.22	Counterparts	21
10.23	Cooperative Drafting.	21

## LIST OF EXHIBITS

- EXHIBIT A-1** DESCRIPTION OF CITY'S REAL PROPERTY
- EXHIBIT A-2** DEPICTION OF CITY'S REAL PROPERTY
- EXHIBIT B-1** PARCEL 65 RELINQUISHMENTS-CALTRANS FEE PARCELS MAP
- EXHIBIT B-2** PARCEL 65 RELINQUISHMENTS-CALTRANS ACCESS EASEMENT PARCELS MAP
- EXHIBIT B-3** PARCEL 65 RELINQUISHMENTS-CALTRANS RETAINING WALL EASEMENT PARCELS MAP
- EXHIBIT B-4** PARCEL 65 RELINQUISHMENTS-PG&E EASEMENT PARCELS MAP
- EXHIBIT B-5** PARCEL 65 RELINQUISHMENTS- ALAMEDA COUNTY FEE PARCELS MAP
- EXHIBIT B-6** PARCEL 65 RELINQUISHMENTS- ALAMEDA COUNTY ACCESS EASEMENT PARCEL MAP
- EXHIBIT C** FORM OF QUITCLAIM DEED TO STATE OF CALIFORNIA
- EXHIBIT D** FORM OF FORM OF ABUTTERS' RIGHTS DEED TO STATE OF CALIFORNIA
- EXHIBIT E** FORM OF ACCESS EASEMENT DEED TO STATE OF CALIFORNIA
- EXHIBIT F** FORM OF RETAINING WALL EASEMENT DEED TO STATE OF CALIFORNIA
- EXHIBIT G** FORM OF UTILITY EASEMENT DEED TO PACIFIC GAS & ELECTRIC
- EXHIBIT H** FORM OF QUITCLAIM DEED TO ALAMEDA COUNTY
- EXHIBIT I** FORM OF ACCESS EASEMENT DEED TO ALAMEDA COUNTY TRANSPORTATION COMMISSION

**AGREEMENT FOR SALE OF REAL ESTATE**

(portions of SFPUC Parcel 65, designated as Assessor's Parcel Numbers 096-0375-006-11; 096-0375-007-03; 096-0375-006-08; and 096-0375-012-02, located in an unincorporated area of Alameda County, State of California)

THIS AGREEMENT FOR SALE OF REAL ESTATE (this "**Agreement**") dated for reference purposes only as of June 7, 2021, is by and among the CITY AND COUNTY OF SAN FRANCISCO, a California municipal corporation ("**City**"), acting by and through its PUBLIC UTILITIES COMMISSION ("**SFPUC**"), on the one hand, and the STATE OF CALIFORNIA, acting by and through its Department of Transportation ("**Caltrans**"), an executive department of the State of California, and the ALAMEDA COUNTY TRANSPORTATION COMMISSION, a California joint powers authority ("**Alameda CTC**"), on the other hand. Caltrans and the Alameda CTC are referred to in this Agreement as "**Buyer**," and City and Buyer sometimes collectively are referred to in this Agreement as the "**Parties**" or singularly as a "**Party**."

**RECITALS**

**A.** City, through the SFPUC, owns unimproved real property located along State Route 84 ("**SR-84**") and Interstate 680 ("**I-680**") in the unincorporated Town of Sunol, Alameda County, State of California, designated by the SFPUC as Parcel No. 65, and described in the attached **Exhibit A-1** ("**City's Real Property**"). City's Real Property is also designated as portions of Assessor's Parcel Numbers 096-375-06-008, 096-375-06-011, 096-375-07-003, and 096-375-12-002 and shown generally on the attached **Exhibit A-2**.

**B.** Caltrans, in cooperation with Alameda CTC, proposes to widen and conform SR-84 to expressway standards between south of Ruby Hill Drive and the I-680 interchange ("**Project**") in or over certain portions of City's Real Property. The Project seeks to (1) alleviate existing and projected traffic congestion and improve traffic circulation between SR-84 and I-680, and in the vicinity of the SR-84/I-680 interchange; (2) improve safety for motorists and cyclists on this segment of SR-84; (3) complete the statutory designation of this segment of SR-84 as an expressway facility; and (4) extend the existing southbound I-680 High Occupancy Vehicle/express lane ("**HOV/Express Lane**") northward by approximately two (2) miles in the City of Pleasanton, the Town of Sunol, and in unincorporated Alameda County.

**C.** Buyer seeks to purchase fee and easement interests in those portions of City's Real Property described in Section 1 [Purchase and Sale] below.

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

**E.** Further, because the Parties are public agencies, the State Surplus Lands Act noticing requirements do not apply to the sale of City's Real Property as contemplated in this Agreement.

**F.** Acting as the California Environmental Quality Act (CEQA) Lead Agency, Caltrans prepared the SR 84 Expressway Widening and SR 84/I-680 Interchange Improvements Project Final Environmental Impact Report (“**FEIR**”)/Environmental Assessment with Finding of No Significant Impact (“**FONSI**”), pursuant to the provisions of CEQA and the National Environmental Policy Act (“**NEPA**”), which was certified by Caltrans on May 30, 2018 (State Clearinghouse Number 2016052033).

**G.** City is a responsible agency under CEQA for review and approval of aspects of the Project. City has reviewed and considered the FEIR/FONSI and Project approval documents and has approved this Agreement and adopted findings required under CEQA. Alameda CTC adopted the mitigation measures included in the FEIR/FONSI and set forth in the Environmental Commitments Record and assumed responsibility for their implementation.

**H.** Pending consummation of this Agreement, the Parties entered into that certain License Agreement and Deposit Receipt, dated for reference purposes as of April 29, 2020 (“**License Agreement**”), in which City granted to Caltrans temporary possession and use of portions of City’s Real Property to construct certain Project components and meet its project certification deadline. The License Agreement expires the earlier of December 31, 2022, or the date this Agreement is fully executed by the Parties and the deeds granting fee and easement interests to Caltrans are recorded in the Official Records of Alameda County. In lieu of charging Caltrans a license fee for early possession and use of City’s Real Property, the License Agreement requires Caltrans to pay to City a one-time non-refundable deposit (“**Purchase Transaction Deposit**”) in the amount of One Hundred Fifty Thousand Six Hundred Thirty-Three Dollars (\$150,633), which shall be applied to the Purchase Price (defined in Section 2 [Purchase Price; Purchase Transaction Deposit] below).

**I.** The SFPUC recommends the sale of City’s Real Property to Caltrans and Alameda CTC pursuant to SFPUC Resolution No. \_\_\_\_\_, 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 agree as follows:

**1. PURCHASE AND SALE**

**1.1 Property Included in Sale to Caltrans**

Subject to the terms, covenants, and conditions contained in this Agreement, City agrees to sell and convey to Caltrans, and Caltrans agrees to purchase from City, the following land and easement interests:

**(a) Caltrans Fee Parcels.** Caltrans agrees to purchase from City the following unimproved portions of City’s Real Property in fee (the “**Caltrans Fee Parcels**”) described in the Quitclaim Deed to State of California attached as Exhibit C (the “**Quitclaim Deed to State of California**”):

With respect to Assessor’s Parcel No. 096-0375-006-11:

**(i)** An approximately 35,388 square-foot parcel that is **(A)** more particularly described in Exhibit 1-1 to the Quitclaim Deed to State of California

and **(B)** designated as Caltrans Parcel No. 63869-1 on the Parcel 65 Relinquishments-Fee Quitclaims to Caltrans attached as **Exhibit B-1**;

**(ii)** an approximately 117,555 square-foot parcel that is **(A)** more particularly described in **Exhibit 1-1** to the Quitclaim Deed to State of California and **(B)** designated as Caltrans Parcel No. 63869-2 on the Parcel 65 Relinquishments-Fee Quitclaims to Caltrans Map attached **Exhibit B-1**;

**(iii)** an approximately 5,934 square-foot parcel that is **(A)** more particularly described in **Exhibit 1-1** to the Quitclaim Deed to State of California and **(B)** designated as Caltrans Parcel No. 63869-3 on the Parcel 65 Relinquishments-Fee Quitclaims to Caltrans Map attached **Exhibit B-1**; and

**(iv)** an approximately 1,845 square-foot parcel that is **(A)** more particularly described in **Exhibit 1-1** to the Quitclaim Deed to State of California and **(B)** designated as Caltrans Parcel No. 63869-4 on the Parcel 65 Relinquishments-Fee Quitclaims to Caltrans Map attached **Exhibit B-1**.

With respect to Assessor's Parcel No. 096-0375-007-03:

**(v)** an approximately 7,493 square foot parcel that is **(A)** more particularly described in **Exhibit 1-2** to the Quitclaim Deed to State of California and **(B)** designated as Caltrans Parcel No. 63868-1 on the Parcel 65 Relinquishments-Fee Quitclaims to Caltrans Map attached as **Exhibit B-1**;

**(vi)** an approximately 463 square foot parcel that is **(A)** more particularly described in **Exhibit 1-2** to the Quitclaim Deed to State of California and **(B)** designated as Caltrans Parcel No. 63868-2 on the Parcel 65 Relinquishments-Fee Quitclaims to Caltrans Map attached as **Exhibit B-1**; and

**(vii)** an approximately 3,001 square foot parcel that is **(A)** more particularly described in **Exhibit 1-2** to the Quitclaim Deed to State of California and **(B)** designated as Caltrans Parcel No. 63868-3 on the Parcel 65 Relinquishments-Fee Quitclaims to Caltrans Map attached as **Exhibit B-1**.

With respect to Assessor's Parcel No. 096-0375-012-02:

**(viii)** an approximately 72,251 square foot parcel that is **(A)** more particularly described in **Exhibit 1-3** to the Quitclaim Deed to State of California and **(B)** designated as Caltrans Parcel No. 63879-1 on the Parcel 65 Relinquishments-Fee Quitclaims to Caltrans Map attached as **Exhibit B-1**.

With respect to Assessor's Parcel No. 096-0375-006-08:

**(ix)** an approximately 12,839 square foot parcel that is **(A)** more particularly described in **Exhibit 1-4** to the Quitclaim Deed to State of California and **(B)** designated as Caltrans Parcel No. 63881-1 on the Parcel 65 Relinquishments-Fee Quitclaims to Caltrans Map attached as **Exhibit B-1**; and

(x) an approximately 440 square foot parcel that is more (A) particularly described in Exhibit 1-4 to the Quitclaim Deed to State of California and (B) designated as Caltrans Parcel No. 63881-2 on the Parcel 65 Relinquishments-Fee Quitclaims to Caltrans Map attached as Exhibit B-1.

(b) **Caltrans Abutters' Access Rights.** Caltrans agrees to purchase from City the following abutters' access rights (collectively, the "**Caltrans Abutters Rights**") described in the Abutters' Rights Deed to State of California attached as Exhibit D (the "**Caltrans Abutters' Rights Deed**") intended to improve traffic flow and safety by restricting direct vehicular access to SR-84 and instead directing such vehicular traffic to controlled intersections and to provide access for maintenance:

With respect to Assessor's Parcel No. 096-0375-006-11:

(i) all Caltrans Abutters Rights with respect to an approximately 43.29 linear-foot portion of a parcel of real property that is: (A) more particularly described in Exhibit 1-1 to the Caltrans Abutters' Rights Deed and (B) designated as Caltrans Parcel No. 63869-9 on the Parcel 65 Relinquishments-Caltrans Access Easement Parcels Map attached as Exhibit B-2;

(ii) all Caltrans Abutters Rights with respect to an approximately 162.16 linear-foot portion of a parcel of real property that is: (A) more particularly described in Exhibit 1-1 to the Caltrans Abutters' Rights Deed and (B) designated as Caltrans Parcel No. 63869-10 on the Parcel 65 Relinquishments-Caltrans Access Easement Parcels Map attached as Exhibit B-2; and

(iii) all Caltrans Abutters Rights with respect to an approximately 69.30 linear-foot portion of a parcel of real property that is: (A) more particularly described in Exhibit 1-1 to the Caltrans Abutters' Rights Deed and (B) designated as Caltrans Parcel No. 63869-11 on the Parcel 65 Relinquishments-Caltrans Access Easement Parcels Map attached as Exhibit B-2.

With respect to Assessor's Parcel No. 096-0375-007-03:

(iv) all Caltrans Abutters Rights with respect to an approximately 609.78 linear-foot portion of a parcel of real property that is: (A) more particularly described in Exhibit 1-2 to the Caltrans Abutters' Rights Deed and (B) designated as Caltrans Parcel No. 63868-4 on the Parcel 65 Relinquishments-Caltrans Access Easement Parcels Map attached as Exhibit B-2 and

(v) all Caltrans Abutters Rights with respect to an approximately 724.52 linear-foot portion of a parcel of real property that is: (A) more particularly described in Exhibit 1-2 to the Abutters' Rights Deed and (B) designated as Caltrans Parcel No. 63868-5 on the Parcel 65 Relinquishments-Caltrans Access Easement Parcels Map attached as Exhibit B-2.

(c) **Caltrans Access Easement.** Caltrans agrees to purchase from City a 30,941 square foot non-exclusive access easement (the "**Caltrans Access Easement**") over and across Assessor's Parcel No. 096-0375-012-02 (the "**Caltrans Access Easement Parcel**")



intended to improve traffic flow and safety by restricting direct vehicular access to SR-84 and instead directing such vehicular traffic to controlled intersections and to provide access for maintenance. The Caltrans Access Easement Parcel is (i) more particularly described in Exhibit 1 to the Access Easement Deed to State of California attached as Exhibit E and (B) designated as Caltrans Parcel No. 63879-2 on the Parcel 65 Relinquishments-Caltrans Access Easement Parcels Map attached as Exhibit B-2.

(d) **Caltrans Retaining Wall Easements.** Caltrans agrees to purchase the following non-exclusive easements in Assessor's Parcel No. 096-0375-006-11 from City to be used to support non-contiguous sections of a Caltrans retaining wall in the public right of way (the "**Caltrans Retaining Wall Easement Parcels**") described in the Retaining Wall Easement Deed to State of California attached as Exhibit F (the "**Retaining Wall Easement Deed to State of California**"):

(i) an approximately 10,324 square-foot non-exclusive easement that is (A) more particularly described in Exhibit 1-1 to the Retaining Wall Easement Deed to State of California and (B) designated as Caltrans Parcel No. 63869-5 on the Parcel 65 Relinquishments-Caltrans Retaining Wall Easement Parcels Map attached as Exhibit B-3;

(ii) an approximately 30,788 square-foot non-exclusive easement that is (A) more particularly described in Exhibit 1-1 to the Retaining Wall Easement Deed to State of California and (B) designated as Caltrans Parcel No. 63869-6 on the Parcel 65 Relinquishments-Caltrans Retaining Wall Easement Parcels Map attached as Exhibit B-3;

(iii) an approximately 20,136 square-foot non-exclusive easement that is (A) more particularly described in Exhibit 1-1 to the Retaining Wall Easement Deed to State of California and (B) designated as Caltrans Parcel No. 63869-7 on the Parcel 65 Relinquishments-Caltrans Retaining Wall Easement Parcels Map attached as Exhibit B-3; and

(iv) An approximately 7,449 square-foot non-exclusive easement that is (A) more particularly described in Exhibit 1-1 to the Retaining Wall Easement Deed to State of California and (B) designated as Caltrans Parcel No. 63869-8 on the Parcel 65 Relinquishments-Caltrans Retaining Wall Easement Parcels Map attached as Exhibit B-3.

(e) **Electric Utility Easements.** Caltrans agrees to purchase from City the following non-exclusive electric utility easements located on the City's Real Property (the "**Electric Utility Easement Parcels**") to be granted to Pacific Gas & Electric Company, a California corporation ("**PG&E**") described in the Utility Easement Deed to PG&E attached as Exhibit G (the "**Utility Easement Deed to PG&E**"):

With respect to Assessor's Parcel No. 096-0375-007-03:

(i) an approximately 24,473 square-foot non-exclusive easement that is (A) more particularly described in Exhibit 1-1 to the Utility Easement Deed to

PG&E and **(B)** designated as Caltrans Parcel No. 63868-6 on the Parcel 65 Relinquishments-PG&E Easement Parcels Map attached as **Exhibit B-4**;

(ii) an approximately 415 square-foot non-exclusive easement that is **(A)** more particularly described in **Exhibit 1-1** to the Utility Easement Deed to PG&E and **(B)** designated as Caltrans Parcel No. 63868-7 on the Parcel 65 Relinquishments-PG&E Easement Parcels Map attached as **Exhibit B-4** and

(iii) an approximately 3,812 square-foot non-exclusive easement that is **(A)** more particularly described in **Exhibit 1-1** to the Utility Easement Deed to PG&E and **(B)** designated as Caltrans Parcel No. 63868-8 on the Parcel 65 Relinquishments-PG&E Easement Parcels Map attached as **Exhibit B-4**.

With respect to Assessor's Parcel No. 096-0375-012-02:

(i) an approximately 27,475 square-foot non-exclusive electrical utility easement that is **(A)** more particularly described in **Exhibit 1-2** to the Utility Easement Deed to PG&E and **(B)** designated as Caltrans Parcel No. 63879-3 on the Parcel 65 Relinquishments-PG&E Easement Parcels Map attached as **Exhibit B-4**.

## **1.2 Property Included in the Sale to the Alameda CTC**

Subject to the terms, covenants, and conditions contained in this Agreement, City agrees to sell to the Alameda CTC, and the Alameda CTC agrees to purchase from City, the following land and easement portions of City's Real Property:

(a) **Alameda County Fee Parcel**. An approximately 5,371 square-foot portion of Assessor's Parcel No. 096-0375-006-11 ("**Alameda County Fee Parcel**") that is **(A)** more particularly described in **Exhibit 1** to the Quitclaim Deed to Alameda County attached as **Exhibit H** and **(B)** designated as Caltrans Parcel No. 63869-12 on the Parcel 65 Relinquishments-Alameda County Fee Parcels Map attached as **Exhibit B-5**; and

(b) **Alameda CTC Access Easement**. A 30,941 square foot non-exclusive access easement ("**Alameda CTC Access Easement**") located within Assessor's Parcel No. 096-0375-012-02 ("**Alameda CTC Access Easement Parcel**") that is **(A)** more particularly described in **Exhibit 1-1** to the Access Easement Deed to Alameda County Transportation Commission attached as **Exhibit I** and **(B)** designated as Caltrans Parcel No. 63879-4 on the Parcel 65 Relinquishments-Alameda County Access Easement Parcels Map attached as **Exhibit B-6**.

## **2. PURCHASE PRICE; PURCHASE TRANSACTION DEPOSIT**

The total purchase price for acquiring the Caltrans Fee Parcels, the Caltrans Access Easements, the Caltrans Retaining Wall Easements, the PG&E Utility Easements, the Alameda CTC Fee Parcel and the Alameda CTC Access Easement is One Hundred Fifty-Two Thousand Nine Hundred Fifty-Two Dollars (\$152,952) ("**Purchase Price**"). Pursuant to the License Agreement, the SFPUC received Buyer's Purchase Transaction Deposit of One Hundred Fifty Thousand Six Hundred Thirty-Three Dollars (\$150,633) on August 20, 2020. Any additional

sums payable by Buyer under this Agreement shall be paid in immediately available funds of lawful money of the United States of America and deposited into escrow with First American Title, 155 E. Main Avenue, Suite #130, Morgan Hill, California 95037, Escrow No. 5026900-5702711 (“**Title Company**”) at the Closing, as defined in Section 6.2.

### **3. CONVEYANCE OF SUBJECT PROPERTY AND TITLE**

#### **3.1 Conveyance and Deeds**

At the Closing, City shall:

(a) quitclaim its interest in the Caltrans Fee Parcels to Caltrans by a duly executed and acknowledged quitclaim deed in the form attached as **Exhibit C** (“**Caltrans Fee Deed**”);

(b) convey to Caltrans the Caltrans Abutters’ Rights with respect to Assessor’s Parcel No. 096-0375-006-11 and Assessor’s Parcel No. 096-0375-007-03 by a duly executed and acknowledged Caltrans Abutters’ Rights Deed in the form attached as **Exhibit D**;

(c) convey to Caltrans the Caltrans Access Easement over and across the Caltrans Access Easement Parcel by a duly executed and acknowledged easement deed in the form attached as **Exhibit E** (“**Caltrans Access Easement Deed**”);

(d) convey to Caltrans the Caltrans Retaining Wall Easements over and across the Caltrans Retaining Wall Easement Parcels by a duly executed and acknowledged easement deed in the form attached as **Exhibit F** (“**Caltrans Retaining Wall Easement Deed**”);

(e) convey to Caltrans the Caltrans Utility Easements over and across the Caltrans Access Easement Parcels by a duly executed and acknowledged easement deed in the form attached as **Exhibit G** (“**Caltrans Utility Easement Deed**”);

(f) quitclaim its interest in the Alameda County Fee Parcel to Alameda County by a duly executed and acknowledged quitclaim deed in the form attached as **Exhibit H** (the “**Alameda County Quitclaim Deed**”); and

(g) convey to Alameda CTC the Alameda CTC Access Easement over and across the Alameda CTC Access Easement Parcel by a duly executed and acknowledged easement deed in the form attached as **Exhibit I** (the “**Alameda CTC Access Easement Deed**”).

#### **3.2 Buyer’s Responsibility for Title Insurance**

Buyer understands and agrees that the right, title, and interest in those portions of City’s Real Property to be conveyed by City and described in Section 3.1 above (“**Subject Property**”), shall not exceed that vested in City, and City is under no obligation to furnish any policy of title insurance in connection with this transaction. Buyer recognizes that any fences or other physical monument of the Subject Property’s boundary lines may not correspond to the legal description of the Subject Property. City shall not be responsible for any discrepancies in the parcel area or location of the property lines or any other matters that an accurate survey or inspection might reveal. It is Buyer’s sole responsibility to obtain a survey from an independent surveyor and a policy of title insurance from a title company, if desired.

#### **4. “AS-IS” PURCHASE; RELEASE OF CITY**

##### **4.1 Buyer’s Independent Investigation**

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

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

(b) The zoning and other legal status of the Subject Property, including the compliance of the Subject 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, geological, and environmental condition of the Subject Property (including soils and any groundwater), and the presence or absence of any Hazardous Materials in, on, under, or about the Subject Property or any other real property in the vicinity of the Subject Property. As used in this Agreement, “Hazardous Material” shall mean any material that, because of its quantity, concentration, or physical or chemical characteristics, is now or hereafter deemed by any federal, state, or local governmental authority to pose a present or potential hazard to human health or safety or to the environment.

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

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

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

##### **4.2 Property Disclosures**

(a) California law requires sellers to disclose to buyers the presence or potential presence of certain Hazardous Materials. Accordingly, Buyer is advised that occupation of the Subject Property may lead to exposure to Hazardous Materials such as gasoline, diesel, and other vehicle fluids, vehicle exhaust, methane, and building materials containing chemicals, such as formaldehyde. By execution of this Agreement, Buyer acknowledges that the notices and warnings set forth above satisfy the requirements of California Health and Safety Code Section 25359.7 and related statutes.

(b) According to the United States Geological Survey, roughly one-quarter of the San Francisco Bay region may be exposed to liquefaction. More information about the

potential areas of liquefaction may be found at <http://geomaps.wr.usgs.gov/sfgeo/liquefaction/susceptibility>.

(c) Nothing contained in this Section shall limit any of the provisions of this Article or relieve Buyer of its obligations to conduct a diligent inquiry under this Agreement, nor shall any such matters limit any of the provisions of Section 4.4 ["As-Is" Purchase] or Section 4.5 [Release of City].

### **4.3 Entry and Indemnity**

Before any entry by Buyer or its Agents (defined in Section 10.8 below) onto the Subject Property, Buyer shall give City reasonable advance written notice of such entry and shall conduct such entry and any related inspections so as to minimize, to the extent possible, interference with uses being made of the Subject Property and otherwise in a manner and on terms and conditions acceptable to City. All entries by Buyer or its Agents onto the Subject Property to perform any testing or other investigations that could affect the physical condition or uses of the Subject Property (including soil borings) will be made only pursuant to the terms and conditions of a permit to enter in form and substance satisfactory to City. Without limiting the foregoing, prior to any entry to perform any on-site testing, Buyer shall give City written notice that specifies the identity of the company or persons who will perform such testing, the precise time and location of the testing, and the proposed scope of the testing. Within ten (10) business days after receipt of such notice City may approve, disapprove, or condition and limit the proposed testing, at City's sole discretion. If Buyer or its Agents take any sample from the Subject Property in connection with any approved testing, Buyer shall provide to City a portion of such sample being tested to allow City, if it so chooses, to perform its own testing. City or its representative may be present to observe any testing or other inspection performed on the Subject Property. Buyer shall promptly deliver to City copies of any reports relating to any testing or other inspection of the Subject Property performed by Buyer or its Agents but shall not deliver copies of any such reports to any other person or entity without Buyer's prior written approval. Buyer shall keep all test results and information strictly confidential, and shall indemnify, reimburse, defend, and hold City harmless from and against any loss, cost, expense, or damage resulting from Buyer's failure to keep any information obtained from an inspection or testing of the Subject Property strictly confidential; provided, however, Buyer shall not be liable if and to the extent Buyer is required to disclose such information pursuant to a court order or applicable law. Buyer shall comply with all laws, ordinances, rules, regulations, orders, and the like in connection with any entry onto or testing of the Subject Property.

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

To the fullest extent permitted under law, Buyer shall indemnify, defend, and hold harmless City, its Agents, and each of them, from and against any liabilities, costs, damages, losses, liens, claims, and expenses (including reasonable fees of attorneys, experts, and consultants and related costs) arising out of or relating to any entry on, under, or about the Subject Property by Buyer or its Agents in performing the inspections, tests, or inquiries provided for in this Agreement, whether prior to the date of this Agreement or during its term,

including any injuries or deaths to any persons (including Buyer's Agents) and damage to any property, from any cause whatsoever. The foregoing indemnity shall survive beyond the Closing, or, if the sale is not consummated, beyond the termination of this Agreement.

#### 4.4 "As-Is" Purchase

BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT CITY IS SELLING AND BUYER IS PURCHASING CITY'S INTEREST IN THE SUBJECT PROPERTY ON AN "AS-IS WITH ALL FAULTS" BASIS. BUYER IS RELYING SOLELY ON ITS INDEPENDENT INVESTIGATION AND NOT ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM CITY OR ITS AGENTS AS TO ANY MATTERS CONCERNING THE SUBJECT PROPERTY, ITS SUITABILITY FOR BUYER'S INTENDED USES OR ANY OF THE SUBJECT PROPERTY CONDITIONS. CITY DOES NOT GUARANTEE THE LEGAL, PHYSICAL, GEOLOGICAL, ENVIRONMENTAL, OR OTHER CONDITIONS OF THE SUBJECT PROPERTY, NOR DOES IT ASSUME ANY RESPONSIBILITY FOR THE COMPLIANCE OF THE SUBJECT 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 SUBJECT PROPERTY AND THE USES TO WHICH IT MAY BE PUT.

#### 4.5 Release of City

As part of its agreement to purchase the Subject Property in its "As-Is With All Faults" condition, Buyer, on behalf of itself and its successors and assigns, waives any right to recover from, and forever releases and discharges, City, its officers, employees, agents, contractors, and representatives, and their respective heirs, successors, legal representatives, and assigns, from any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs, or expenses whatsoever (including attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with (a) Buyer's and its Agents past, present, and future use of the Subject Property, (b) the physical, geological, or environmental condition of the Subject Property, including any Hazardous Material in, on, under, above, or about the Subject 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: CALTRANS:     MW     ALAMEDA CTC:     TL    

**5. CONDITIONS PRECEDENT**

**5.1 Buyer’s Conditions Precedent**

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

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

**5.2 Contingency Period**

Buyer shall have until 5:00 p.m. San Francisco Time on the date that is ten (10) business days after the Effective Date (defined in Section 10.19 [Effective Date] below) to review and approve or waive Buyer’s Conditions Precedent (such period being referred to in this Agreement as the “**Contingency Period**”). If Buyer elects to proceed with the purchase of the Subject Property, then Buyer shall, before the expiration of the Contingency Period, notify City in writing that Buyer has approved all such matters. If before the end of the Contingency Period Buyer fails to give City such written notice and fails to object to any of Buyer’s Conditions Precedent, then Buyer shall be deemed to have waived Buyer’s Conditions Precedent. Notwithstanding the foregoing, if Buyer objects to any of the matters contained within Section 5.1 [Buyer’s Conditions Precedent] within the Contingency Period, then City may remove or remedy any objectionable matter, although it will have no obligation to do so. If City elects to remove or remedy the objectionable matter, it shall notify Buyer within ten (10) days following Buyer’s notice of objection, and the Closing Date (defined in Section 6.2 [Closing Date] below) shall be delayed for so long as City diligently pursues such removal or remedy. If

and when City elects not to remove or remedy the objectionable matter, which City may do at any time including following an initial election to pursue remedial or corrective actions, this Agreement shall automatically terminate, the Purchase Price shall be returned to Alameda CTC, and neither Party shall have any further rights or obligations under this Agreement except as provided in Section 4.3 [Entry and Indemnity], Section 8.2 [Brokers], or Section 10.4 [Authority of Buyer], or as otherwise expressly provided in this Agreement.

### **5.3 City's Condition Precedent**

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

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

(b) A resolution approving and authorizing the transaction contemplated by this Agreement shall have been authorized by a duly adopted resolution of the SFPUC's Commission, and a duly adopted resolution by City's Board of Supervisors and Mayor, each in their respective sole and absolute discretion, and duly enacted on or before December 31, 2021.

### **5.4 Failure of City's Conditions Precedent**

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

## **6. ESCROW AND CLOSING**

### **6.1 Escrow**

On the date within five (5) business days after the Parties execute this Agreement, Buyer and City shall deposit an executed counterpart of this Agreement with the Title Company, and this instrument shall serve as the instructions to the Title Company as the escrow holder for consummation of the purchase and sale contemplated by this Agreement. City and Buyer agree to execute such supplementary escrow instructions as may be appropriate to enable the Title Company to comply with the terms of this Agreement; provided, however, in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall control.

### **6.2 Closing Date**

The Closing shall be held, and delivery of all items to be made at the Closing under the terms of this Agreement shall be made, at the offices of the Title Company on (a) the date that is eighty (80) days after the expiration of the Contingency Period and enactment of City's Board of Supervisors resolution referred to in Section 5.3(b) [City's Condition Precedent] above, or if



such date is not a business day, then upon the next ensuing business day, before 1:00 p.m. San Francisco time, or (b) such earlier date and time as Buyer and City may mutually agree upon in writing (“**Closing Date**”). Such date and time may not be extended without the prior written approval of both City and Buyer.

### **6.3 Deposit of Documents**

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

(i) the duly executed and acknowledged original Caltrans Fee Deed quitclaiming the Caltrans Fee Parcels to Caltrans;

(ii) the duly executed and acknowledged original Access Easement Deed conveying the Caltrans Access Easements to Caltrans;

(iii) the duly executed and acknowledged original Caltrans Retaining Wall Easement Deed conveying the Caltrans Retaining Wall Easements to Caltrans;

(iv) the duly executed and acknowledged Caltrans Utility Easement Deed conveying the Caltrans Utility Easements to Caltrans;

(v) the duly executed and acknowledged original Alameda County Fee Deed quitclaiming the Alameda County Fee Parcel to Alameda County; and

(vi) the duly executed and acknowledged Alameda CTC Access Easement Deed conveying the Alameda CTC Access Easement to Alameda CTC.

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

(i) the Purchase Price and all other funds necessary to close this transaction;

(ii) a duly executed Certificate of Acceptance from Caltrans for the Caltrans Deed;

(iii) a duly executed Certificate of Acceptance from Alameda CTC for the Alameda CTC Deed;

(iv) a duly executed counterpart of the Caltrans Retaining Wall Easement Deed;

(v) a duly executed counterpart of the Electric Easement Deed;

(vi) a duly executed counterpart of the Caltrans Access Easement Deed; and

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

The Caltrans Deed, the Alameda CTC Deed, the Caltrans Retaining Wall Easement Deed, the Electric Easements Deed, and the Caltrans Access Easement Deed collectively are referred to as the “**Deeds.**”

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

#### **6.4 Prorations**

Any real property taxes, assessments, and any other expenses normal to the operation and maintenance of the Subject Property shall be prorated as of 12:01 a.m. on the date the Deeds referred to in Section 6.3 above are recorded, based on a three hundred sixty-five (365)-day year. City and Buyer agree that if any of the above described prorations cannot be calculated accurately on the Closing Date, then the same shall be calculated as soon as reasonably practicable after the Closing Date and either Party owing the other Party a sum of money based on such subsequent proration(s) shall promptly pay said sum to the other Party.

### **7. RISK OF LOSS**

#### **7.1 Loss**

City shall give Buyer notice of the occurrence prior to the Closing of damage or destruction of, or the commencement of condemnation proceedings affecting any portion of the Subject Property. If all or any portion of the Subject Property is condemned, destroyed, or damaged by fire or other casualty prior to the Closing, then, at Buyer’s option to be exercised within ten (10) days of City’s notice of the occurrence of the damage or destruction or the commencement of condemnation proceedings, Buyer may either terminate this Agreement or consummate the purchase for the full Purchase Price as required by this Agreement. If Buyer elects to terminate this Agreement or fails to give City notice within such ten (10)-day period that Buyer will proceed with the purchase, then this Agreement shall terminate at the end of such ten (10)-day period, and neither Party shall have any further rights or obligations under this Agreement except as provided in Section 4.3 [Entry and Indemnity], Section 8.2 [Brokers], or Section 10.4 [Authority of Buyer], or otherwise expressly provided in this Agreement. If Buyer elects to proceed with the purchase of the Subject Property, then upon the Closing, Buyer shall receive a credit against the Purchase Price payable under this Agreement equal to the amount of any insurance proceeds or condemnation awards actually collected by City as a result of any such damage or destruction or condemnation, plus the amount of any insurance deductible, less any sums expended by City toward the restoration or repair of the Subject Property. If the proceeds or awards have not been collected as of the Closing, then City shall assign such proceeds or awards to Buyer, except to the extent needed to reimburse City for sums expended to

collect such proceeds or repair or restore the Subject Property, and Buyer shall not receive any credit against the Purchase Price with respect to such proceeds or awards.

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

## **7.2 Self-Insurance**

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

## **8. EXPENSES**

### **8.1 Expenses**

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

### **8.2 Brokers**

Each Party represents and warrants to the other Party that no broker or finder was instrumental in arranging or bringing about this transaction and that there are no claims or rights for brokerage commissions or finder's fees in connection with the transactions contemplated by this Agreement. If any person brings a claim for a commission or finder's fee based on any contact, dealings, or communication with Buyer or City, then the Party through whom such person makes a claim shall defend the other Party from such claim, and shall indemnify the indemnified Party from, and hold the indemnified Party harmless against, any and all costs, damages, claims, liabilities, or expenses (including reasonable attorneys' fees and disbursements) that the indemnified Party incurs in defending against the claim. The provisions of this Section shall survive the Closing, or, if the purchase and sale is not consummated for any reason, any termination of this Agreement.

**9. LIQUIDATED DAMAGES**

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

INITIALS: CITY: \_\_\_\_\_ CALTRANS:  ALAMEDA CTC: 

**10. GENERAL PROVISIONS**

**10.1 Notices**

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

**CITY:**

San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 10<sup>th</sup> Floor  
San Francisco, California 94102  
Attn: Real Estate Director  
Re: Caltrans SR 84 – I-680  
Highway Widening Project

**ALAMEDA CTC:**

Alameda County Transportation Commission  
1111 Broadway, Suite 800  
Oakland, California 94607  
Attn: Gary Huisingh  
Re: Caltrans SR 84 – I-680  
SR-84/I-680 Widening Project

**with a copy to:**

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Deputy City Attorney  
Office of the City Attorney  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco, California 94102  
Re: Caltrans SR 84 – I-680  
Highway Widening Project

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

**10.2 Successors and Assigns**

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

**10.3 Amendments**

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

**10.4 Authority of Buyer**

Buyer represents and warrants to City that Buyer is a public agency duly organized, validly existing, and in good standing under the laws of the State of California. Buyer further represents and warrants to City that this Agreement and all documents executed by Buyer that are to be delivered to City at Closing: **(a)** are or at the time of Closing will be duly authorized, executed, and delivered by Buyer; **(b)** are or at the time of Closing will be legal, valid, and binding obligations of Buyer; enforceable against Buyer in accordance with its terms, and **(c)** do

not, and at the time of Closing will not, violate any provision of any agreement or judicial order to which Buyer is a party or to which Buyer is subject. Notwithstanding anything to the contrary in this Agreement, the foregoing representations and warranties and any and all other representations and warranties of Buyer contained in this Agreement or in other agreements or documents executed by Buyer in connection herewith, shall survive the Closing Date.

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

Buyer represents and warrants to City that, 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 of this Agreement.

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

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

### **10.6 Governing Law**

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

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

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

### **10.8 Parties and Their Agents**

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

## **10.9 Interpretation of Agreement**

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

## **10.10 Attorneys' Fees**

If either Party to this Agreement fails to perform any of its obligations under this Agreement or if any dispute arises between the Parties to this Agreement concerning the meaning or interpretation of any provision of this Agreement, then the defaulting Party or the Party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other Party on account of such default or in enforcing or establishing its rights under this Agreement, including court costs and reasonable attorneys' fees and disbursements. For purposes of this Agreement, the reasonable fees of attorneys of the Office of the City Attorney of the City and County of San Francisco shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the City Attorney's services were rendered who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the City Attorney's Office.

## **10.11 Time of Essence**

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

## **10.12 No Merger**

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

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

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

#### **10.14 Conflicts of Interest**

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

#### **10.15 Notification of Limitations on Contributions**

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

#### **10.16 Sunshine Ordinance**

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

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

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



### **10.18 No Recording**

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

### **10.19 Effective Date**

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

### **10.20 Severability**

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

### **10.21 Acceptance by Buyer**

This Agreement shall be null and void unless it is accepted by Buyer and two (2) fully executed copies of this Agreement are returned to City on or before 5:00 p.m. San Francisco time on January 31, 2022.

### **10.22 Counterparts**

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

### **10.23 Cooperative Drafting.**

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

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, BUYER ACKNOWLEDGES AND AGREES THAT NO OFFICER OR EMPLOYEE OF CITY HAS AUTHORITY TO COMMIT CITY TO THIS AGREEMENT UNLESS AND UNTIL A RESOLUTION OF CITY’S PUBLIC UTILITIES COMMISSION AND A DULY ADOPTED RESOLUTION OR ORDINANCE OF CITY’S BOARD OF SUPERVISORS AND MAYOR SHALL HAVE BEEN DULY ENACTED APPROVING THIS AGREEMENT AND AUTHORIZING THE TRANSACTIONS CONTEMPLATED BY THIS

AGREEMENT. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF CITY UNDER THIS AGREEMENT ARE CONTINGENT UPON THE DUE ENACTMENT OF SUCH A RESOLUTION, AND THIS AGREEMENT SHALL BE NULL AND VOID IF CITY'S PUBLIC UTILITIES COMMISSION AND CITY'S BOARD OF SUPERVISORS AND MAYOR DO NOT APPROVE THIS AGREEMENT AT THEIR RESPECTIVE SOLE DISCRETION. APPROVAL OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT BY ANY OTHER DEPARTMENT, COMMISSION, OR AGENCY OF CITY SHALL NOT BE DEEMED TO IMPLY THAT SUCH RESOLUTION OR ORDINANCE WILL BE ENACTED NOR WILL ANY SUCH APPROVAL CREATE ANY BINDING OBLIGATIONS ON CITY.

*[SIGNATURES ON FOLLOWING PAGE]*

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

**CITY:**

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
MICHAEL CARLIN  
Acting General Manager  
San Francisco Public Utilities Commission

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

**APPROVED AS TO FORM:**

DENNIS J. HERRERA, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

**BUYER:**

STATE OF CALIFORNIA DEPARTMENT OF  
TRANSPORTATION

DocuSigned by:  
*Mark Weaver*  
14EC35DD375F467...  
MARK L. WEAVER  
Deputy District Director, District 4  
Right of Way and Land Surveys  
06/14/2021 | 2:51:59 PM PDT

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

ALAMEDA COUNTY TRANSPORTATION  
COMMISSION,  
a California joint powers authority

DocuSigned by:  
*Tess Lengyel*  
1D1305B42F4441E...  
Tess Lengyel  
Executive Director  
06/18/2021 | 8:49:06 AM PDT  
Date: \_\_\_\_\_

**Recommended for approval:**

DocuSigned by:  
*Gary Huisingsh*  
5B27E41D79F8454...  
Gary Huisingsh  
Deputy Executive Director of Projects

**Reviewed as to Budget/Financial Controls:**

DocuSigned by:  
*Patricia Reavey*  
DFEACAAC2200438...  
Patricia Reavey  
Deputy Executive Director of Finance and  
Administration

**Approved as to form and procedure:**

DocuSigned by:  
*R. Zachary Wasserman*  
981D0269BE594E3...  
Wendel Rosen, LLP  
Legal Counsel for Alameda CTC

**EXHIBIT A-1**

**DESCRIPTION OF CITY'S REAL PROPERTY**

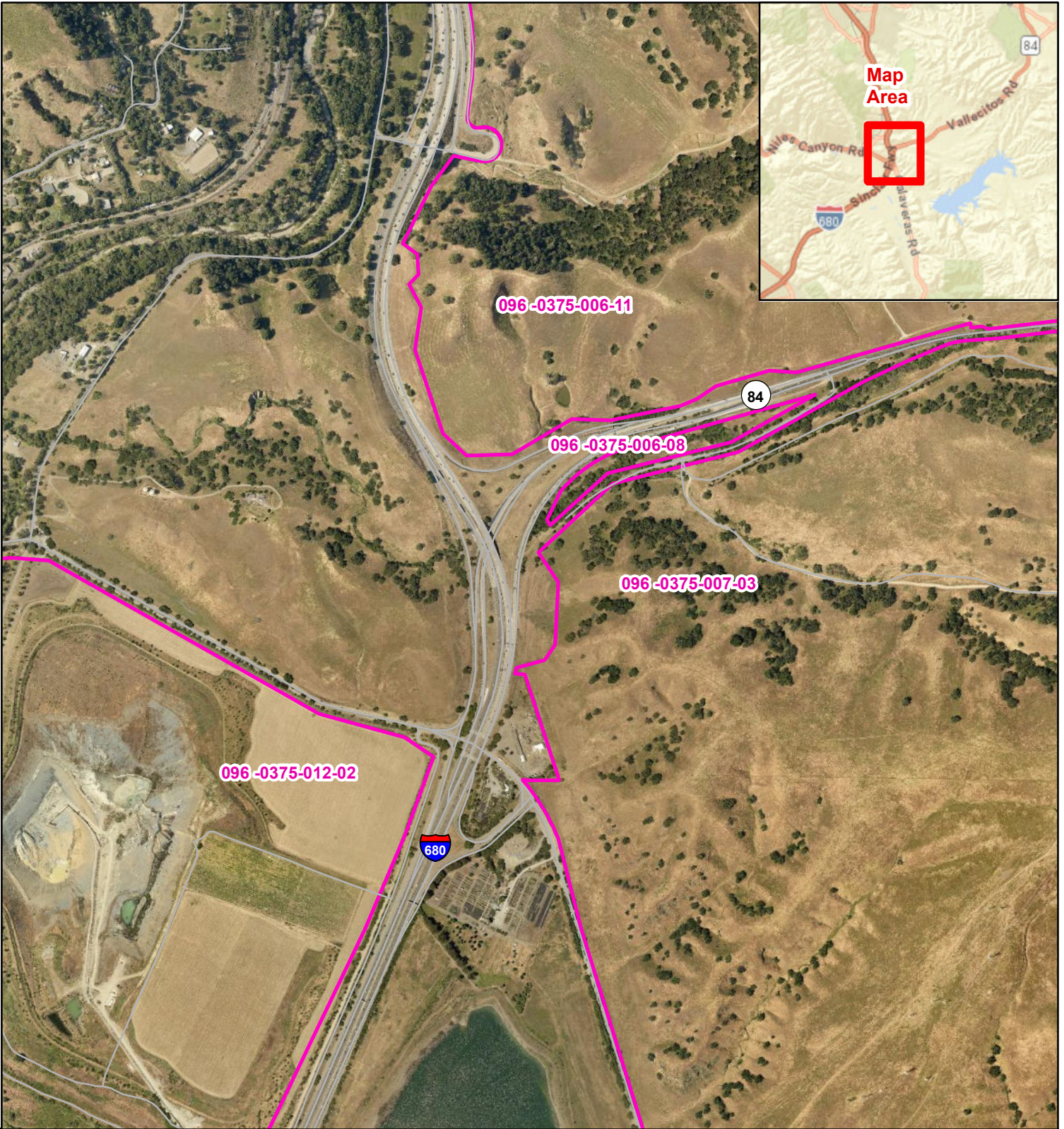
All that certain real property located in the County of Alameda, State of California, described as follows:

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

**EXHIBIT A-2**

**DEPICTION OF CITY'S REAL PROPERTY**

*[see attached]*

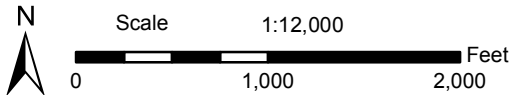


E:\Jeremy\Real Estate\Maps\Sunol\_1680\_SR84.mxd 12/9/2020 J.Lukins

**Legend**

 City's Real Property

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



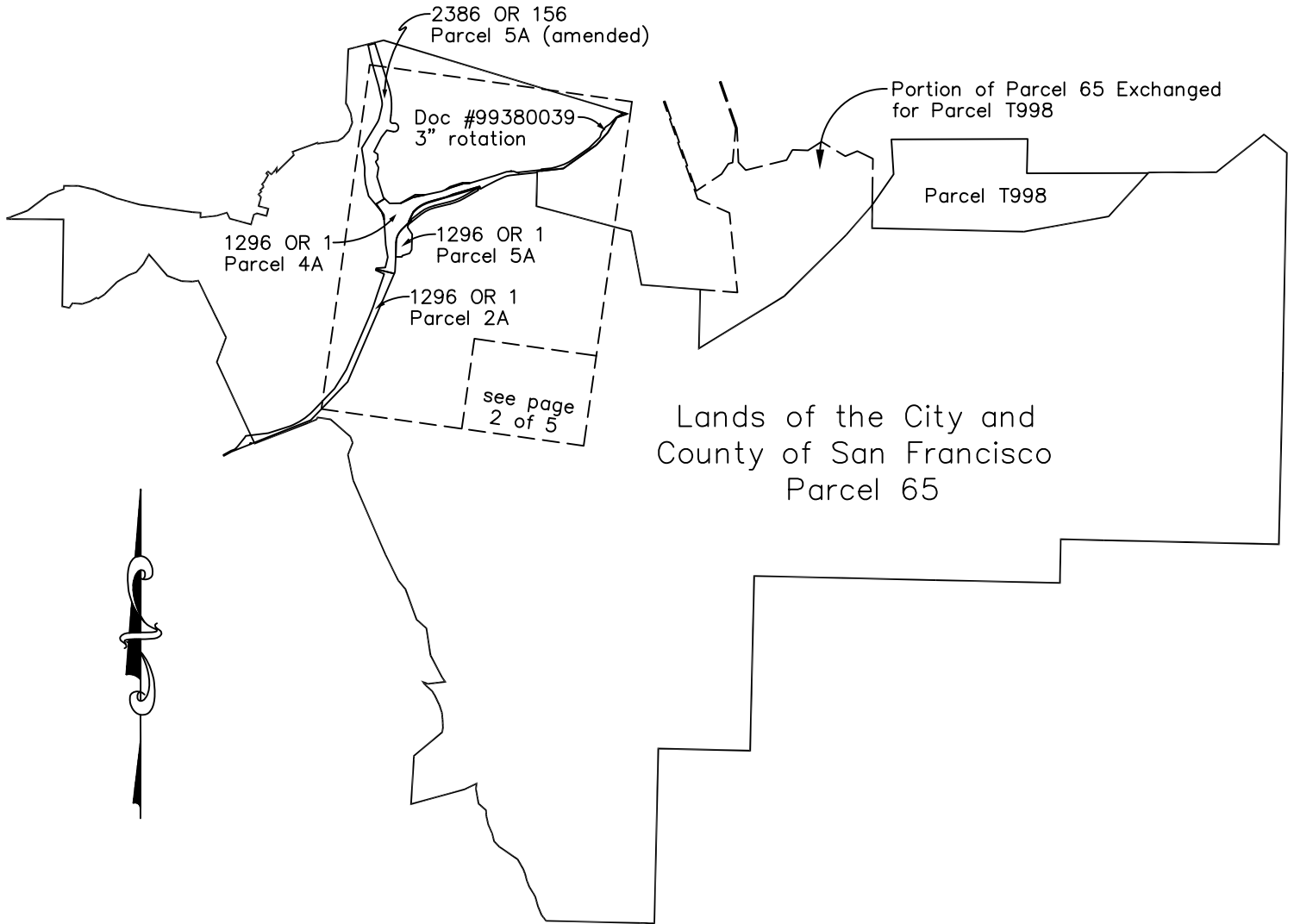
**Exhibit A-2**  
**City's Real Property**  
**Sunol, CA**

Date: 12-9-20 Author: JGL

**EXHIBIT B-1**

**PARCEL 65 RELINQUISHMENTS-FEE QUITCLAIMS TO CALTRANS MAP**

*[see attached]*



Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

Legend

Doc # Document Number  
 O.R. Official Records

Scale: 1" = 5000'

Page 1 of 5

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

Parcel 65 Relinquishments

Quitclaimed to CalTrans  
 Adjacent to Either of  
 Interstate 680 or Highway 84

Unincorporated Alameda County



Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-6-11

Parcel 63869-4

Parcel 63869-3

Parcel 63869-2

Parcel 63869-1

1296 OR 1  
Parcel 5E

Parcel 63868-2

Parcel 63868-1

APN 96-365-2-5

1296 OR 1  
Parcel 5D

2386 OR 156, Parcel 6A

Parcel 63881-2

1296 OR 1  
Parcel 5C

2386 OR 156, Parcel 6B

APN 96-375-6-8

1296 OR 1  
Parcel 4A

2386 OR 156  
Parcel 7A

1296 OR 1  
Parcel 5A

Parcel 63868-3

Doc #1999444755

1296 OR 1  
Parcel 2A

Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-7-3

APN 96-375-12-2

Parcel 63879-1

Legend

Doc # Document Number  
O.R. Official Records

Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

Scale: 1" = 1000'

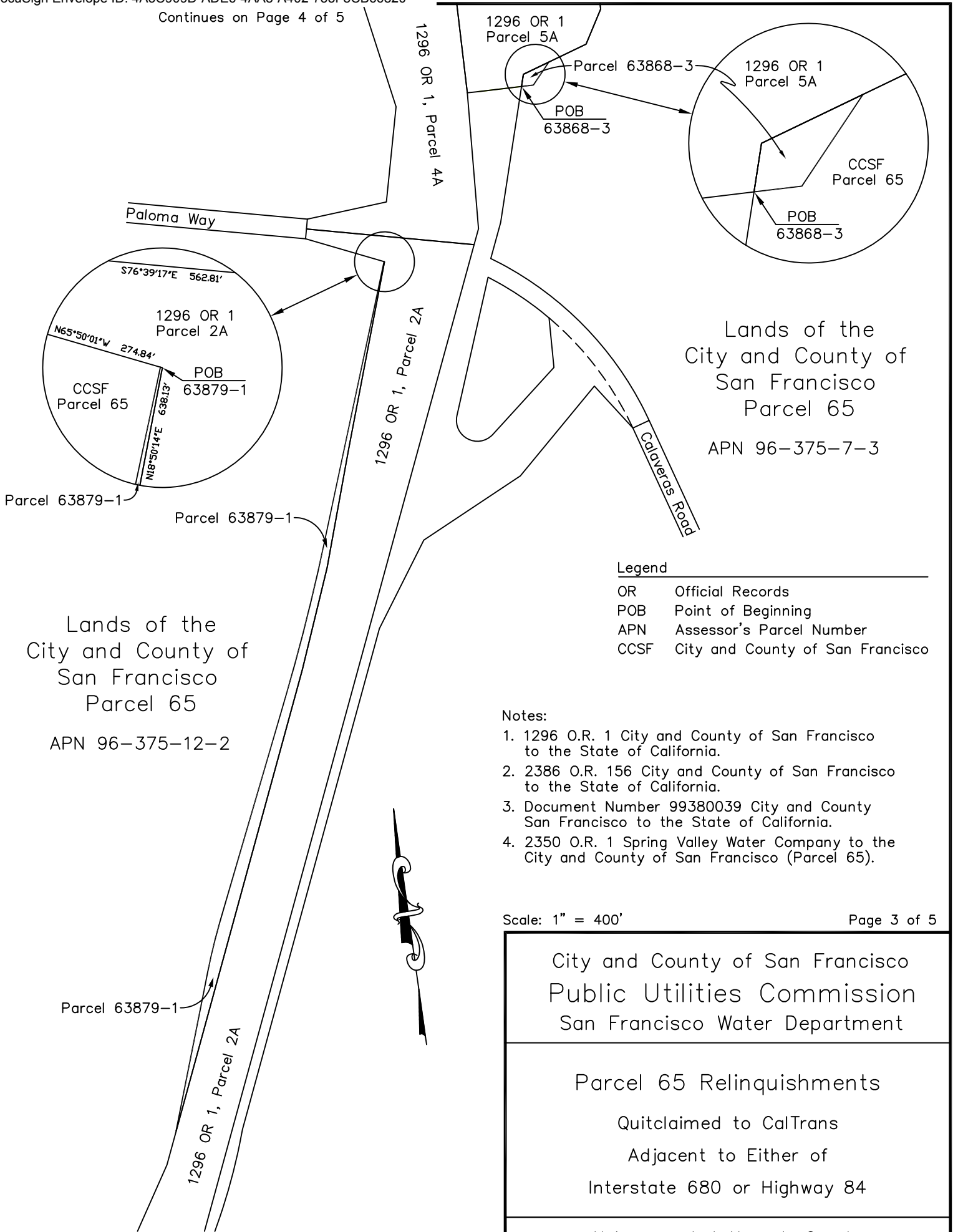
Page 2 of 5

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

Parcel 65 Relinquishments

Quitclaimed to CalTrans  
Adjacent to Either of  
Interstate 680 or Highway 84

Unincorporated Alameda County



Lands of the  
City and County of  
San Francisco  
Parcel 65  
APN 96-375-7-3

Lands of the  
City and County of  
San Francisco  
Parcel 65  
APN 96-375-12-2

**Legend**

OR	Official Records
POB	Point of Beginning
APN	Assessor's Parcel Number
CCSF	City and County of San Francisco

- Notes:**
1. 1296 O.R. 1 City and County of San Francisco to the State of California.
  2. 2386 O.R. 156 City and County of San Francisco to the State of California.
  3. Document Number 99380039 City and County San Francisco to the State of California.
  4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

Scale: 1" = 400'

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

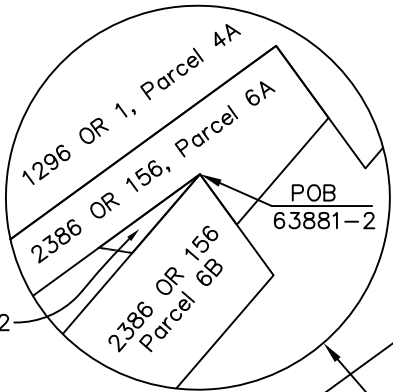
Parcel 65 Relinquishments  
Quitclaimed to CalTrans  
Adjacent to Either of  
Interstate 680 or Highway 84

Unincorporated Alameda County

Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-6-11

Parcel 63881-2



Parcel 63869-1  
1296 OR 1  
Parcel 5E  
POB  
63868-1  
Parcel 63868-1

1296 OR 1, Parcel 4A  
Parcel 63881-2

1296 OR 1  
Parcel 5D

2386 OR 156, Parcel 6A

Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-7-3

1296 OR 1  
Parcel 5C

APN 96-375-6-8

2386 OR 156, Parcel 6B

Legend

- OR Official Records
- POB Point of Beginning
- APN Assessor's Parcel Number
- CCSF City and County of San Francisco

2386 OR 156, Parcel 6A  
Parcel 63881-1  
POB  
63881-1  
2386 OR 156  
Parcel 7A

Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).



Scale: 1" = 400'

Page 4 of 5

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

Parcel 65 Relinquishments  
Quitclaimed to CalTrans  
Adjacent to Either of  
Interstate 680 or Highway 84

Unincorporated Alameda County

1296 OR 1, Parcel 4A

1296 OR 1  
Parcel 5A

Parcel 63868-3

Continues on Page 2 of 5

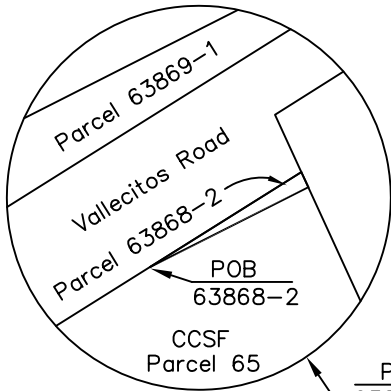
Date: December 17, 2020

Drawing No. 20-0036

Continues on Page 5 of 5

Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-6-11



Parcel 63869-4  
POB 63869-4  
Document Number 99380039

Parcel 63869-3  
POB 63869-3

Parcel 63869-2  
Document Number 99380039

Legend

- OR Official Records
- POB Point of Beginning
- APN Assessor's Parcel Number
- CCSF City and County of San Francisco

Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

APN 96-365-2-5

Scale: 1" = 400'

Page 5 of 5

Continues on Page 4 of 5

Parcel 63869-1  
POB 63869-1  
Parcel 63868-1  
POB 63868-1  
Parcel 63868-2

Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-7-3

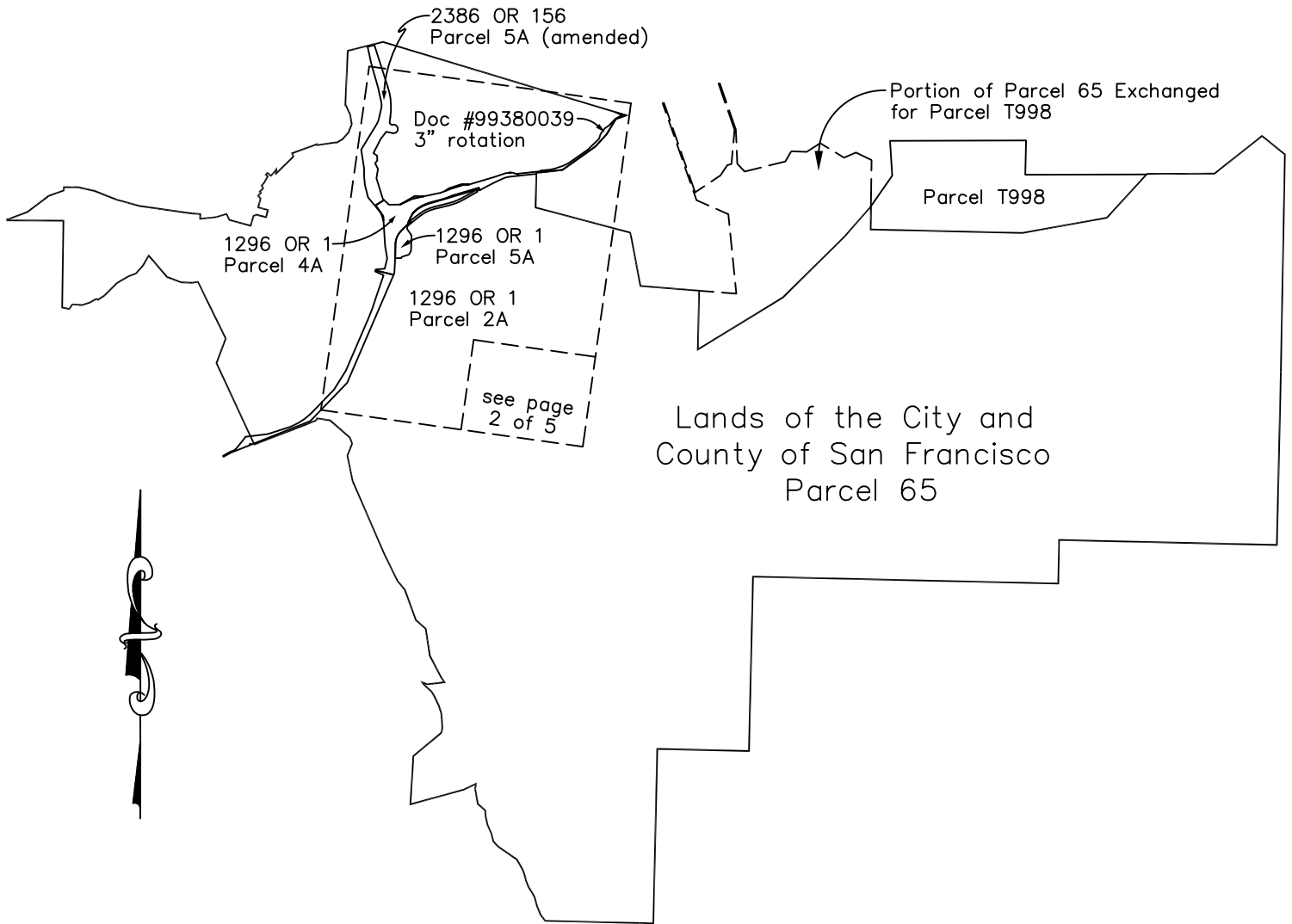
City and County of San Francisco  
Public Utilities Commission  
San Francisco Water Department

Parcel 65 Relinquishments  
Quitclaimed to CalTrans  
Adjacent to Either of  
Interstate 680 or Highway 84

**EXHIBIT B-2**

**PARCEL 65 RELINQUISHMENTS- CALTRANS ACCESS EASEMENT PARCELS  
MAP**

*[see attached]*



Lands of the City and  
County of San Francisco  
Parcel 65

Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

Legend

Doc # Document Number  
O.R. Official Records

Scale: 1" = 5000'

Page 1 of 5

City and County of San Francisco Public Utilities Commission San Francisco Water Department
Parcel 65 Relinquishments  CalTrans Easement Parcels Adjacent to Either of Interstate 680 or Highway 84
Unincorporated Alameda County

Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-6-11

Parcel 63869-11

Parcel 63869-10

2386 OR 156  
Parcel 5A (amended)

Parcel 63869-9

Parcel 63868-4

1296 OR 1  
Parcel 5E

Doc #99380039  
3" rotation

1296 OR 1  
Parcel 5D

APN 96-365-2-5

Parcel 63868-5

1296 OR 1  
Parcel 5C

2386 OR 156, Parcel 6A

2386 OR 156, Parcel 6B

APN 96-375-6-8

1296 OR 1  
Parcel 4A

2386 OR 156  
Parcel 7A

1296 OR 1  
Parcel 5A

Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-7-3

Doc #1999444755

1296 OR 1  
Parcel 2A

Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

Scale: 1" = 1000'

Page 2 of 5

APN 96-375-12-2

Parcel 63879-2

Legend

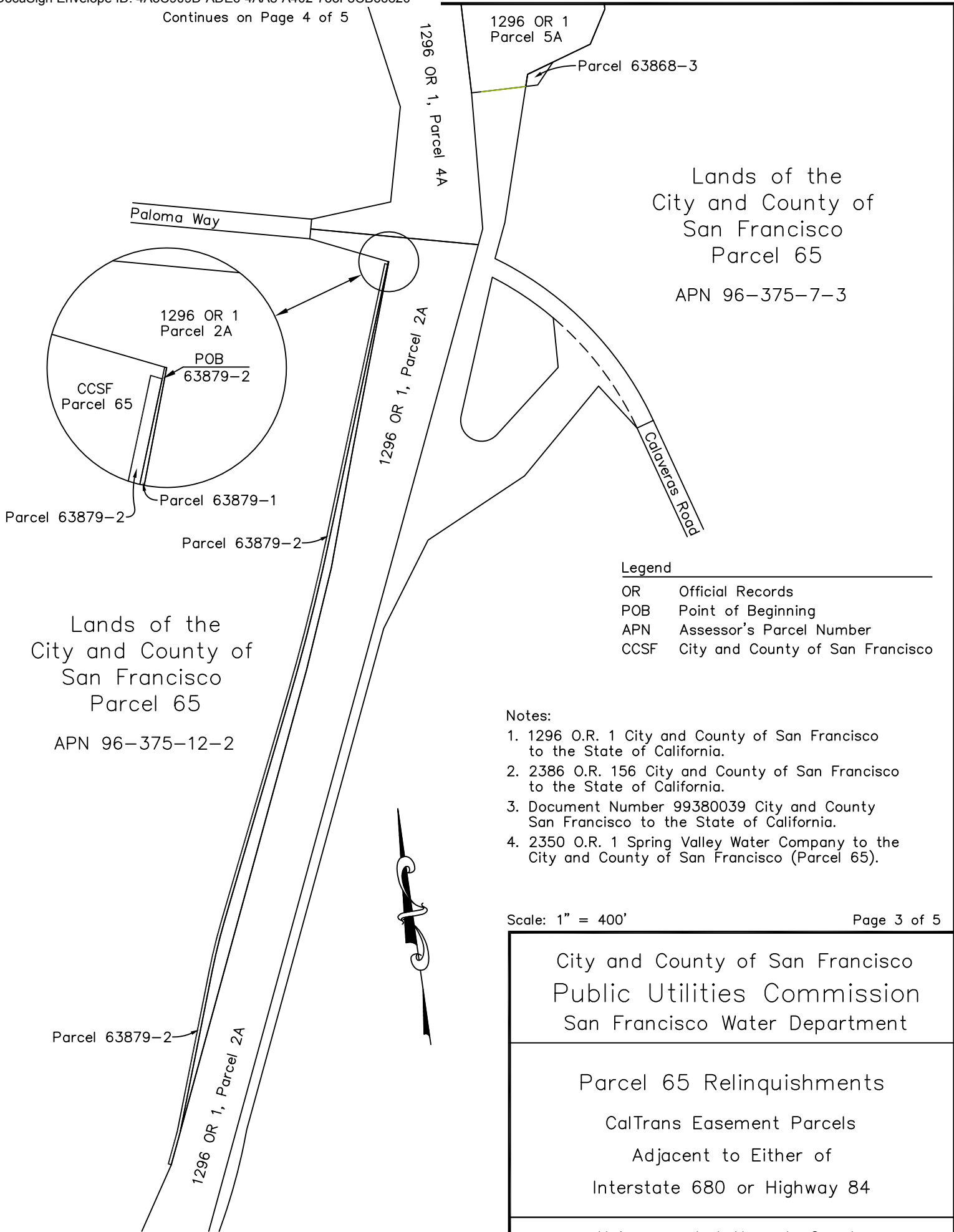
Doc # Document Number  
O.R. Official Records

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

Parcel 65 Relinquishments

CalTrans Easement Parcels  
Adjacent to Either of  
Interstate 680 or Highway 84

Unincorporated Alameda County



Lands of the City and County of San Francisco Parcel 65

APN 96-375-7-3

Lands of the City and County of San Francisco Parcel 65

APN 96-375-12-2

Legend

- OR Official Records
- POB Point of Beginning
- APN Assessor's Parcel Number
- CCSF City and County of San Francisco

Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

Scale: 1" = 400'

Page 3 of 5

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

Parcel 65 Relinquishments  
 CalTrans Easement Parcels  
 Adjacent to Either of  
 Interstate 680 or Highway 84

Unincorporated Alameda County



Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-6-11

Parcel 63869-1  
1296 OR 1  
Parcel 5E

Parcel 63868-1

1296 OR 1, Parcel 4A

Parcel 63868-5

1296 OR 1  
Parcel 5D

2386 OR 156, Parcel 6A

Parcel 63881-2

Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-7-3

1296 OR 1  
Parcel 5C

APN 96-375-6-8

2386 OR 156, Parcel 6B

2386 OR 156, Parcel 6A

Parcel 63881-1

2386 OR 156  
Parcel 7A

Legend

- OR Official Records
- POB Point of Beginning
- APN Assessor's Parcel Number
- CCSF City and County of San Francisco

Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

Scale: 1" = 400'

Page 4 of 5

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

Parcel 65 Relinquishments  
CalTrans Easement Parcels  
Adjacent to Either of  
Interstate 680 or Highway 84

Unincorporated Alameda County

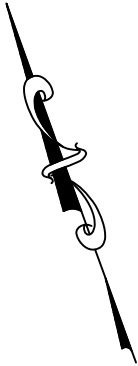


Continues on Page 5 of 5

Continues on Page 3 of 5

Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-6-11

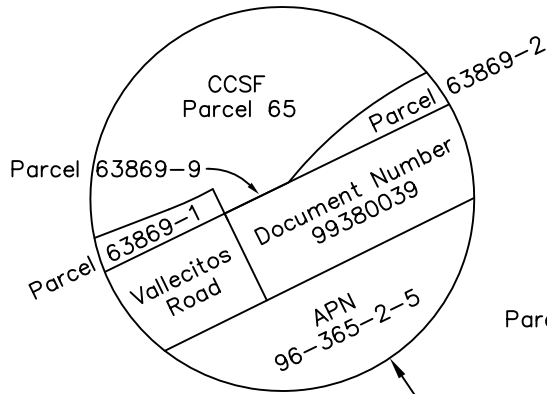


Parcel 63869-4  
Parcel 63869-11  
Document Number 99380039

Parcel 63869-3

Parcel 63869-10

Parcel 63869-7



Legend

- OR Official Records
- POB Point of Beginning
- APN Assessor's Parcel Number
- CCSF City and County of San Francisco

Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

APN 96-365-2-5

Scale: 1" = 400'

Page 5 of 5

Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-7-3

Continues on Page 4 of 3

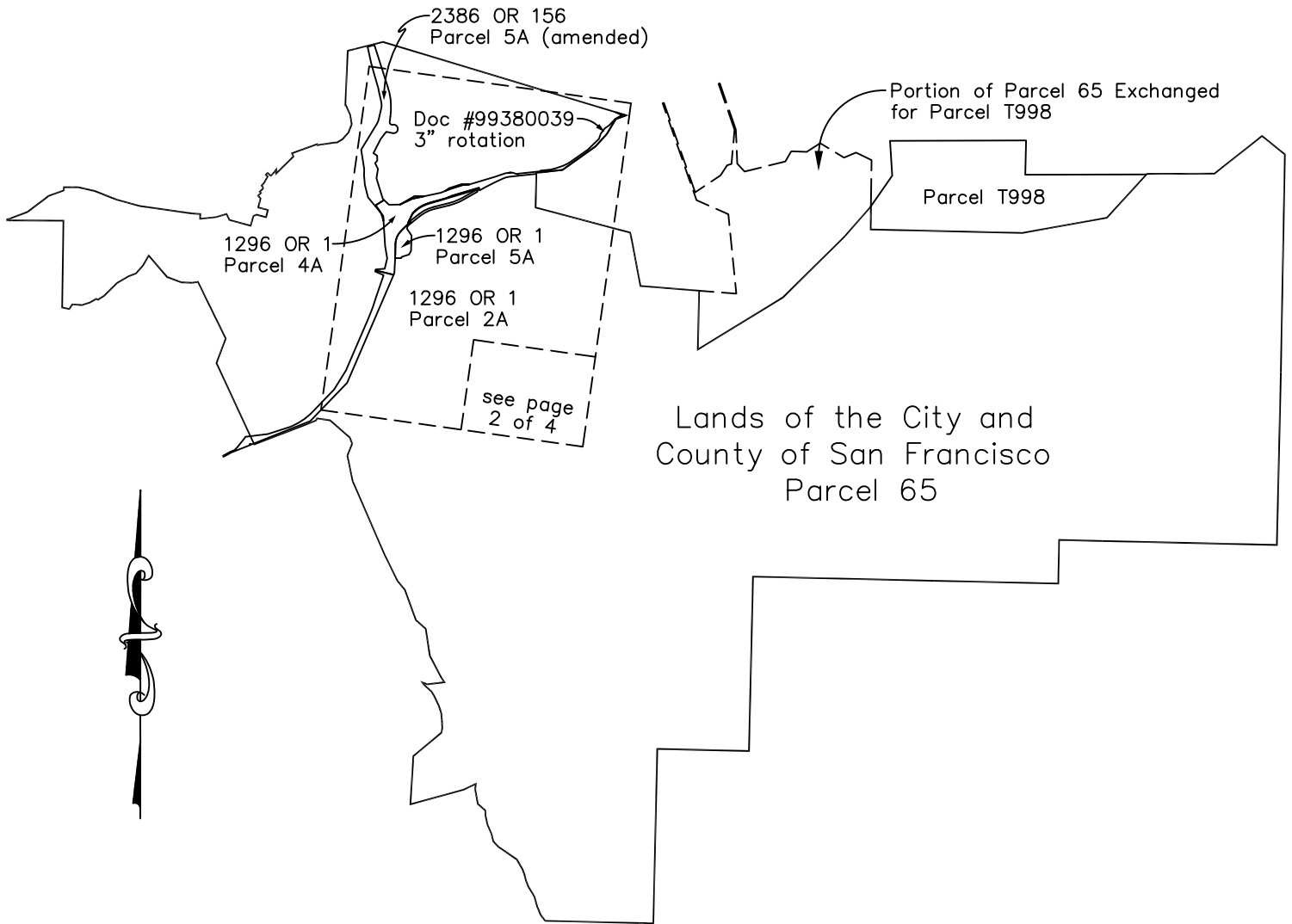
City and County of San Francisco  
Public Utilities Commission  
San Francisco Water Department

Parcel 65 Relinquishments  
CalTrans Easement Parcels  
Adjacent to Either of  
Interstate 680 or Highway 84

**EXHIBIT B-3**

**PARCEL 65 RELINQUISHMENTS-CALTRANS RETAINING WALL EASEMENT  
PARCELS MAP**

*[see attached]*



Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

Legend

Doc # Document Number  
 O.R. Official Records

Scale: 1" = 5000'

Page 1 of 4

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

Parcel 65 Relinquishments  
 CalTrans Retaining Wall Easement Parcels  
 Adjacent to Either of  
 Interstate 680 or Highway 84

Unincorporated Alameda County

Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-6-11

Parcel 63869-4  
Parcel 63869-3  
Parcel 63869-7

Parcel 63869-2

Parcel 63869-6

Parcel 63868-5

Parcel  
63869-1

Doc #99380039  
3" rotation

1296 OR 1  
Parcel 5E

APN 96-365-2-5

Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-7-3

2386 OR 156  
Parcel 5A (amended)

1296 OR 1  
Parcel 5D

1296 OR 1  
Parcel 5C

Parcel  
63869-8

2386 OR 156, Parcel 6A

APN 96-375-6-8

2386 OR 156, Parcel 6B

1296 OR 1  
Parcel 4A

2386 OR 156  
Parcel 7A

1296 OR 1  
Parcel 5A

Doc #1999444755

1296 OR 1  
Parcel 2A

APN 96-375-12-2

Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

Scale: 1" = 1000'

Page 2 of 4

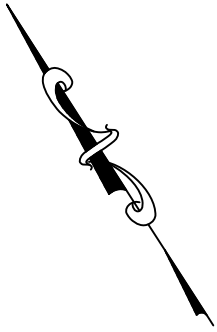
City and County of San Francisco  
Public Utilities Commission  
San Francisco Water Department

Parcel 65 Relinquishments  
CalTrans Retaining Wall Easement Parcels  
Adjacent to Either of  
Interstate 680 or Highway 84

Unincorporated Alameda County

Legend

Doc # Document Number  
O.R. Official Records

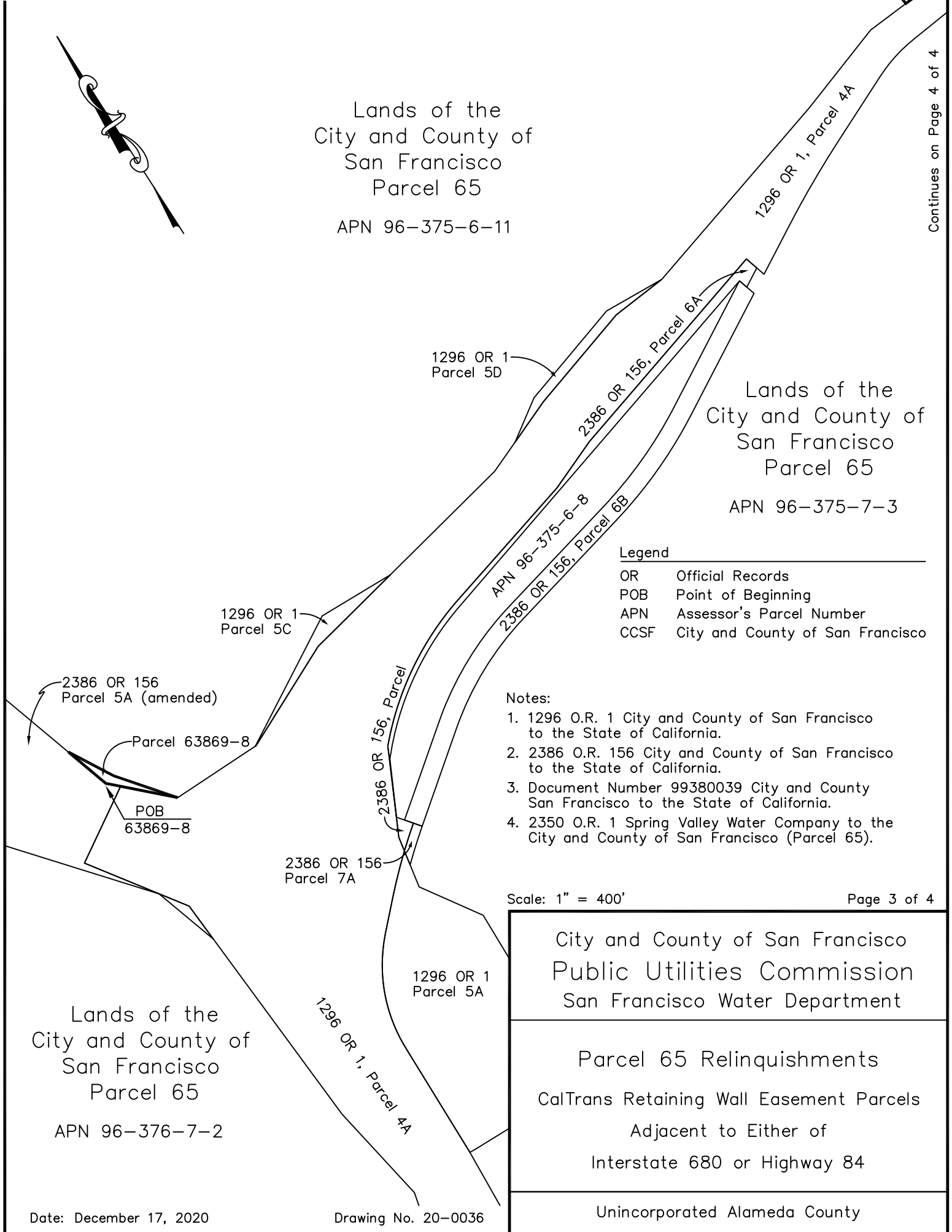


Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-6-11

Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-7-3



Legend

OR	Official Records
POB	Point of Beginning
APN	Assessor's Parcel Number
CCSF	City and County of San Francisco

Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

Scale: 1" = 400'

Page 3 of 4

Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-376-7-2

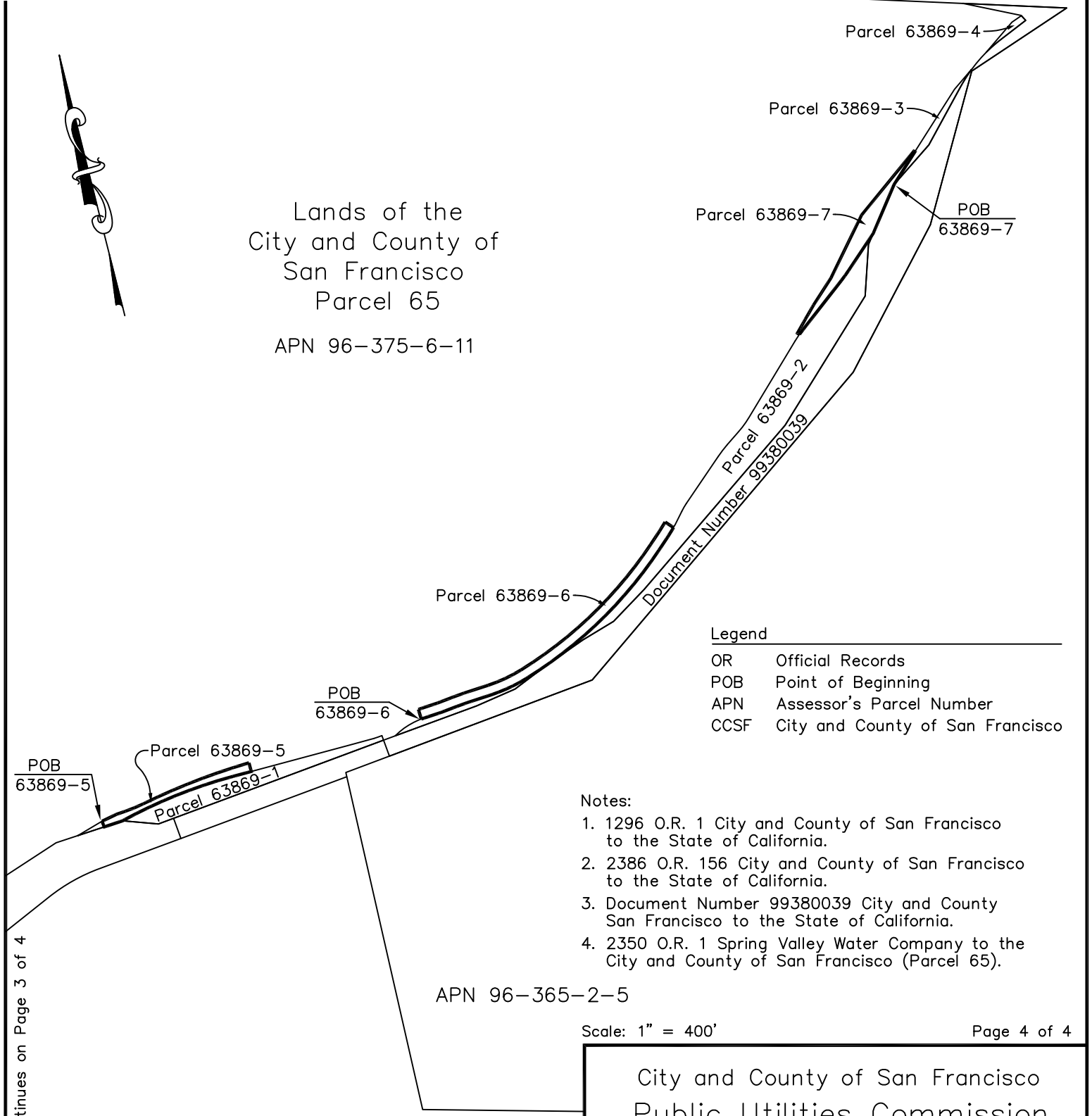
City and County of San Francisco  
Public Utilities Commission  
San Francisco Water Department

Parcel 65 Relinquishments  
CalTrans Retaining Wall Easement Parcels  
Adjacent to Either of  
Interstate 680 or Highway 84

Unincorporated Alameda County



Lands of the  
City and County of  
San Francisco  
Parcel 65  
APN 96-375-6-11



**Legend**

OR	Official Records
POB	Point of Beginning
APN	Assessor's Parcel Number
CCSF	City and County of San Francisco

**Notes:**

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

APN 96-365-2-5

Scale: 1" = 400'

Page 4 of 4

Continues on Page 3 of 4

Lands of the  
City and County of  
San Francisco  
Parcel 65  
APN 96-375-7-3

City and County of San Francisco Public Utilities Commission San Francisco Water Department
Parcel 65 Relinquishments CalTrans Retaining Wall Easement Parcels Adjacent to Either of Interstate 680 or Highway 84
Unincorporated Alameda County

**EXHIBIT B-4**

**PARCEL 65 RELINQUISHMENTS-PG&E EASEMENT PARCELS MAP**

*[see attached]*



Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-6-11

Doc #99380039  
3" rotation

Parcel 63868-6

1296 OR 1  
Parcel 5E

APN 96-365-2-5

1296 OR 1  
Parcel 5D

1296 OR 1  
Parcel 5C

2386 OR 156, Parcel 6A

APN 96-375-6-8

2386 OR 156, Parcel 6B

1296 OR 1  
Parcel 4A

2386 OR 156  
Parcel 7A

Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-7-3

Parcel 63868-8

1296 OR 1  
Parcel 5A

Parcel 63868-7

Doc #1999444755

1296 OR 1  
Parcel 2A

APN 96-375-12-2

Parcel 63879-3

Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
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Scale: 1" = 1000'

Page 2 of 5

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

Parcel 65 Relinquishments  
Easements Granted to PG&E  
Adjacent to Either of  
Interstate 680 or Highway 84

Unincorporated Alameda County

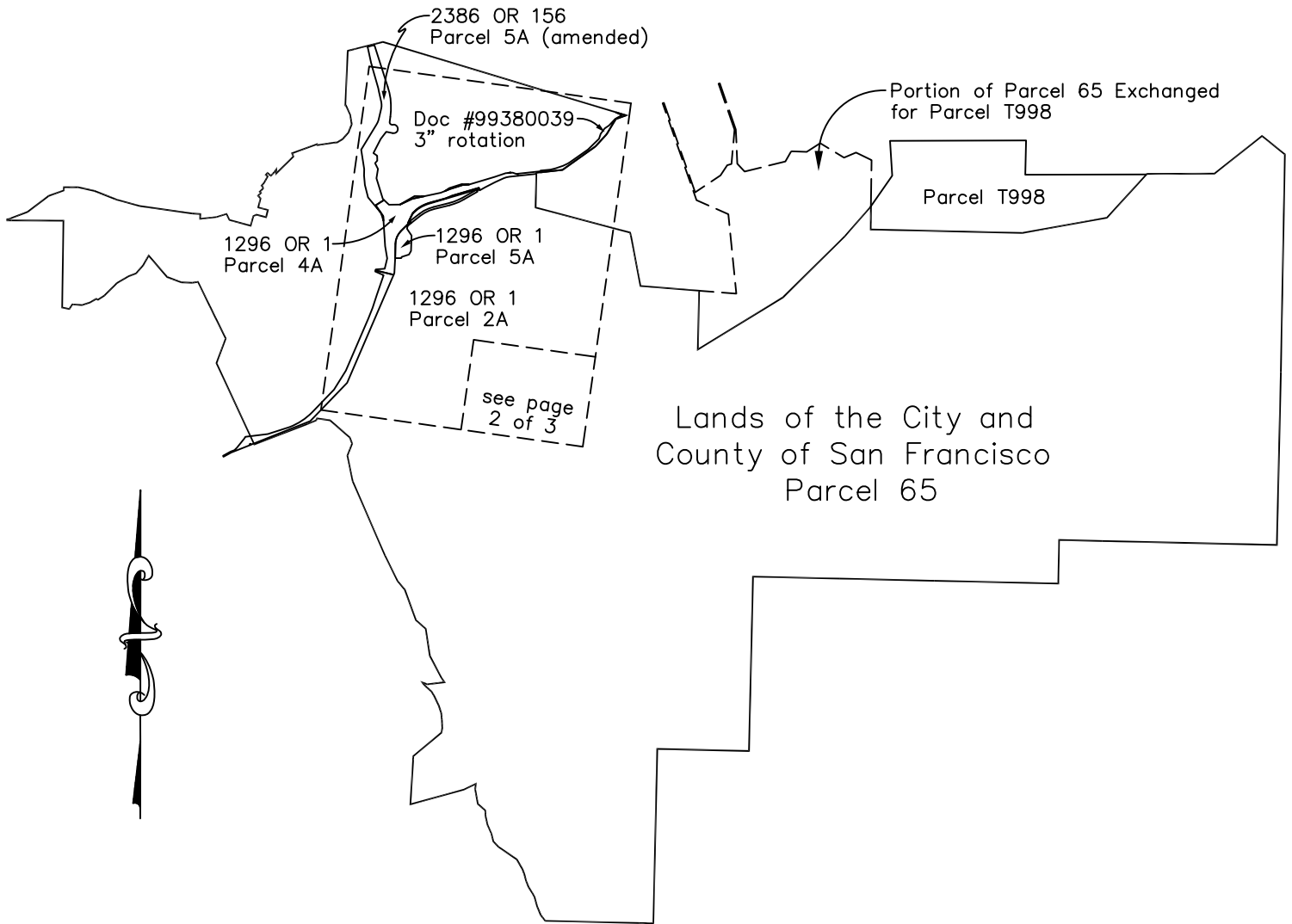
Legend

Doc # Document Number  
O.R. Official Records

**EXHIBIT B-5**

**PARCEL 65 RELINQUISHMENTS-ALAMEDA COUNTY FEE PARCELS MAP**

*[see attached]*



Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

Legend

Doc # Document Number  
 O.R. Official Records

Scale: 1" = 5000'

Page 1 of 3

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

Parcel 65 Relinquishments  
 Quitclaimed to Alameda County  
 For a Fee Parcel Adjacent  
 To Highway 84

Unincorporated Alameda County

Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-6-11

Parcel 63869-12

2386 OR 156  
Parcel 5A (amended)

1296 OR 1  
Parcel 5E

Doc #99380039  
3" rotation

1296 OR 1  
Parcel 5D

APN 96-365-2-5

1296 OR 1  
Parcel 5C

2386 OR 156, Parcel 6A

APN 96-375-6-8

2386 OR 156, Parcel 6B

1296 OR 1  
Parcel 4A

Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-7-3

2386 OR 156  
Parcel 7A

1296 OR 1  
Parcel 5A

Doc #1999444755

1296 OR 1  
Parcel 2A

APN 96-375-12-2

Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

Scale: 1" = 1000'

Page 2 of 3

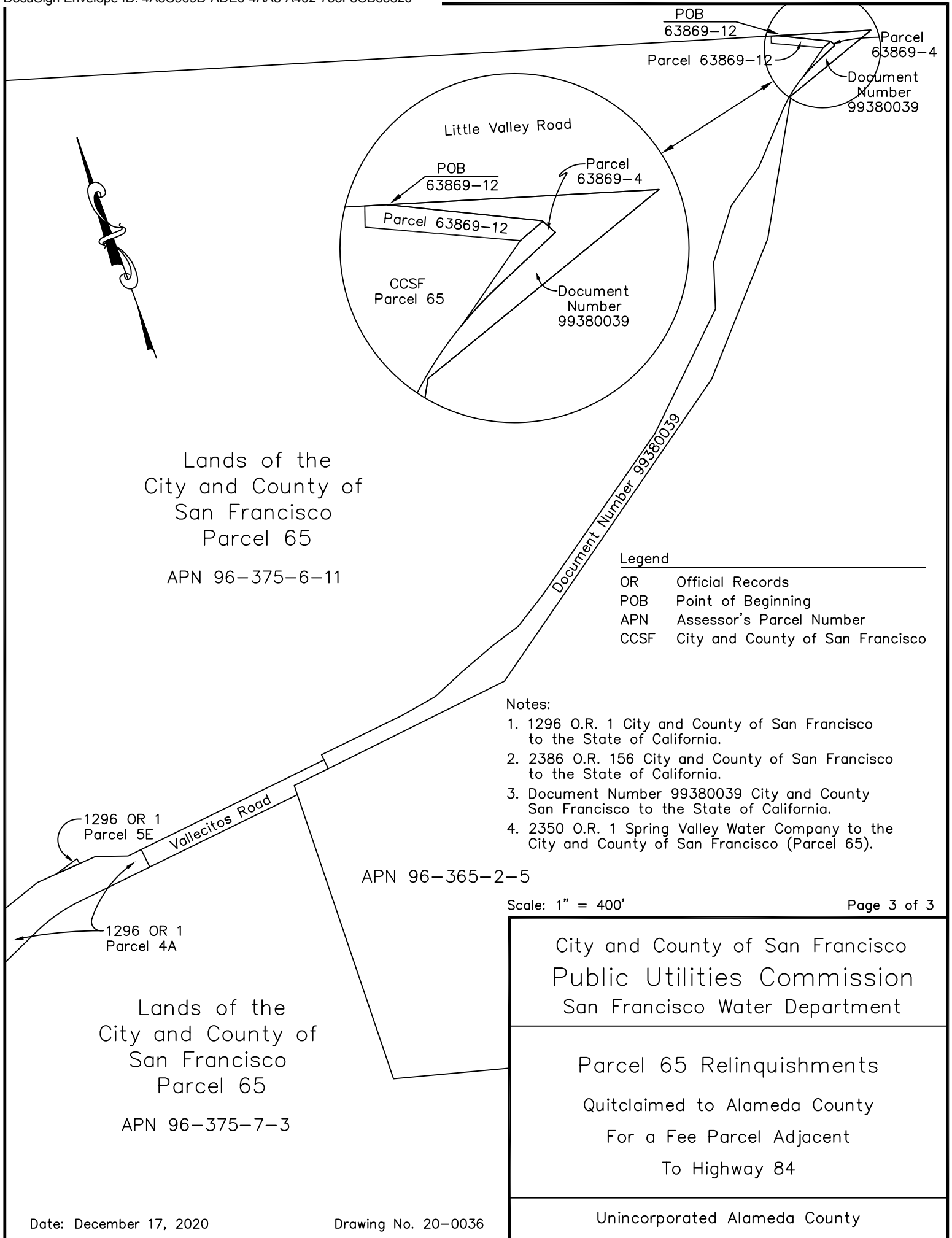
Legend

Doc # Document Number  
O.R. Official Records

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

Parcel 65 Relinquishments  
Quitclaimed to Alameda County  
For a Fee Parcel Adjacent  
To Highway 84

Unincorporated Alameda County



Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-6-11

Legend

- OR Official Records
- POB Point of Beginning
- APN Assessor's Parcel Number
- CCSF City and County of San Francisco

Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

APN 96-365-2-5

Scale: 1" = 400'

Page 3 of 3

Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-7-3

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

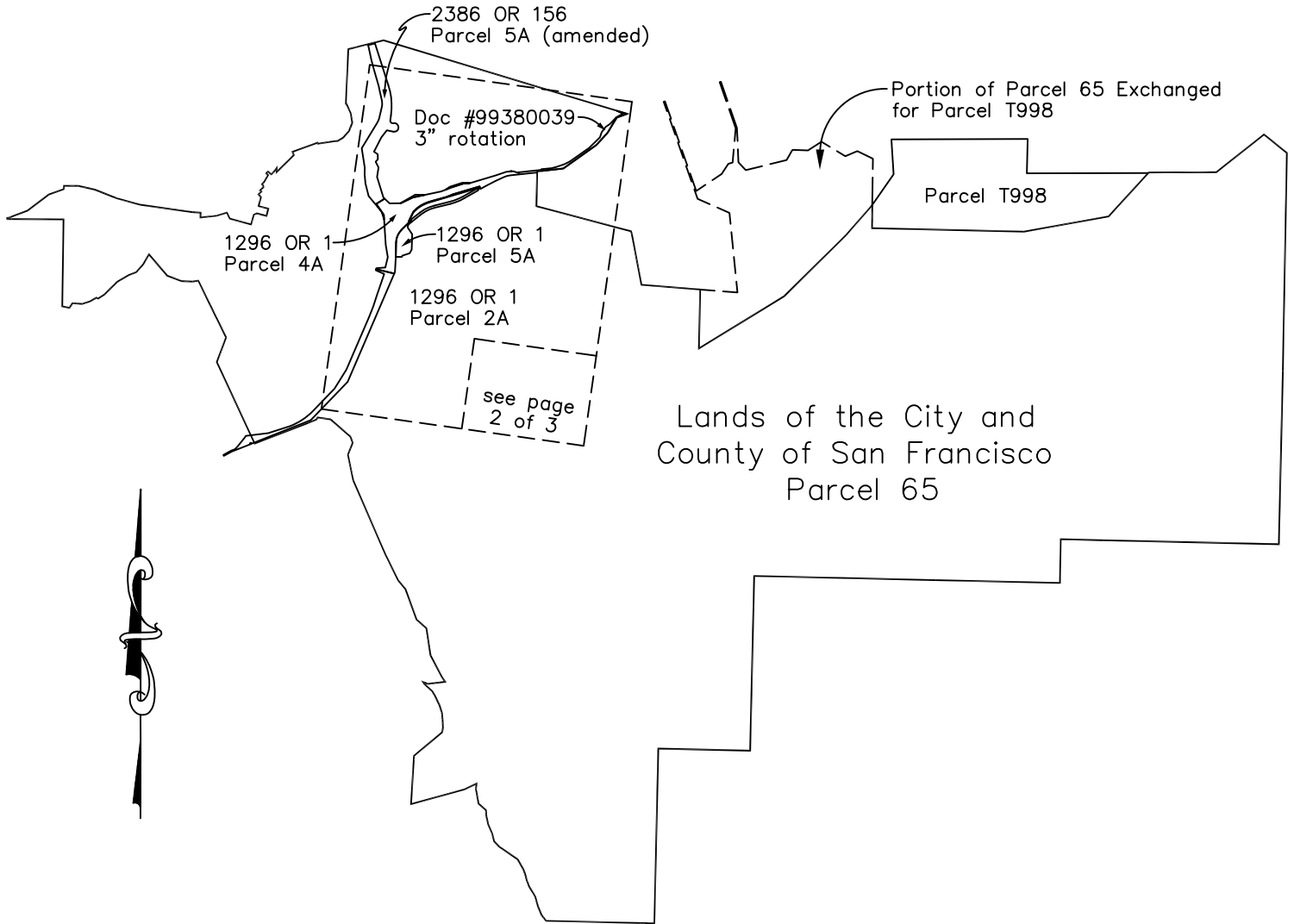
Parcel 65 Relinquishments  
Quitclaimed to Alameda County  
For a Fee Parcel Adjacent  
To Highway 84

Unincorporated Alameda County

**EXHIBIT B-6**

**PARCEL 65 RELINQUISHMENTS-ALAMEDA COUNTY ACCESS EASEMENT  
PARCELS MAP**

*[see attached]*



Lands of the City and County of San Francisco Parcel 65

Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

Legend

Doc # Document Number  
 O.R. Official Records

Scale: 1" = 5000'

Page 1 of 3

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

Parcel 65 Relinquishments

Granted to Alameda County  
 For an Easement Adjacent  
 To Interstate 680

Unincorporated Alameda County

Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-6-11

Doc #99380039  
3" rotation

1296 OR 1  
Parcel 5E

APN 96-365-2-5

1296 OR 1  
Parcel 5D

Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-7-3

1296 OR 1  
Parcel 5C

2386 OR 156, Parcel 6A

APN 96-375-6-8

2386 OR 156, Parcel 6B

1296 OR 1  
Parcel 4A

2386 OR 156  
Parcel 7A

1296 OR 1  
Parcel 5A

Doc #1999444755

1296 OR 1  
Parcel 2A

APN 96-375-12-2

Parcel 63879-4

Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

Scale: 1" = 1000'

Page 2 of 3

Legend

Doc # Document Number  
O.R. Official Records

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

Parcel 65 Relinquishments

Granted to Alameda County  
For an Easement Adjacent  
To Interstate 680

Unincorporated Alameda County



Continues on Page 2 of 3

1296 OR 1, Parcel 4A

1296 OR 1  
Parcel 5A

POB  
63868-7

1296 OR 1  
Parcel 5A

POB  
63868-7

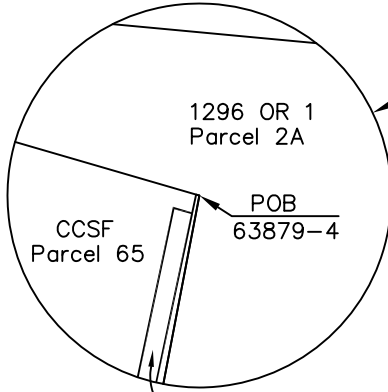
Parcel 63868-7

CCSF  
Parcel 65

Paloma Way

Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-7-3



Parcel 63879-4

1296 OR 1, Parcel 2A

Legend

- OR Official Records
- POB Point of Beginning
- APN Assessor's Parcel Number
- CCSF City and County of San Francisco

Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-12-2

Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

Scale: 1" = 400'

Page 3 of 3



Parcel 63879-4

1296 OR 1, Parcel 2A

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

Parcel 65 Relinquishments  
Granted to Alameda County  
For an Easement Adjacent  
To Interstate 680

Unincorporated Alameda County

**EXHIBIT C**

**FORM OF QUITCLAIM DEED TO STATE OF CALIFORNIA**

*[see attached]*

RECORDING REQUESTED BY,  
AND WHEN RECORDED RETURN TO:

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

and

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

MAIL TAX STATEMENTS TO:

State of California  
Department of Transportation

Attn: \_\_\_\_\_ **[INSERT]**

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

Portions of APN 096-0375-006-08, APN 096-0375-006-11, APN 096-0375-007-03, and APN 096-0375-012-02 (Space above this line reserved for Recorder’s use only)

**QUITCLAIM DEED**

(Portions of Assessor’s Parcel No. 096-0375-006-08, Assessor’s Parcel No. 096-0375-006-11, Assessor’s Parcel No. 096-0375-007-03, and Assessor’s Parcel No. 096-0375-012-02)

FOR VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged, the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“City”), pursuant to Resolution No. \_\_\_\_\_, adopted by the Board of Supervisors on \_\_\_\_\_, 2021, and approved by the Mayor on \_\_\_\_\_, 2021, hereby RELEASES, REMISES, AND QUITCLAIMS to the people of THE STATE OF CALIFORNIA, a California public agency, acting by and through its DEPARTMENT OF TRANSPORTATION, any and all right, title, and interest City may have in and to the parcels of real property located in an unincorporated portion of the County of Alameda, State of California, as described in the Description of the Property in the attached **Exhibit 1**, **Exhibit 1-1**, **Exhibit 1-2**, **Exhibit 1-3**, and **Exhibit 1-4**, and shown in the Depiction of the Property in the attached **Exhibit 2** and **Exhibit 2-1** (together, the “Property”), which is made a part of this quitclaim deed.

TOGETHER WITH any and all rights, privileges and easements incidental or appurtenant to the Property, including any and all minerals, oil, gas, and other hydrocarbon substances on and under the Property, as well as any and all development rights, air rights, water, water rights, riparian rights and water stock relating to the Property, and any and all easements, rights-of-way and other appurtenances used in connection with the beneficial use and enjoyment of the land and

all of Grantor's right, title, and interest in and to any and all roads and alleys adjoining or servicing the Property.

Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

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

DESCRIPTION CHECKED/APPROVED:

By: \_\_\_\_\_  
Tony Durkee  
Chief Surveyor

**ACKNOWLEDGMENT**

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

State of California                    )  
  ) ss  
County of San Francisco        )

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

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

WITNESS my hand and official seal.

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

**CERTIFICATE OF ACCEPTANCE**

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

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

**ADETOKUNBO OMISHAKIN**  
Director of Transportation

By \_\_\_\_\_  
MARK L. WEAVER, Attorney in Fact  
Deputy District Director  
Right of Way and Land Surveys

**EXHIBIT 1 TO QUITCLAIM DEED TO STATE OF CALIFORNIA**

**Description of the Property**

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

A portion of Assessor's Parcel No. 096-0375-006-11

The parcels of land described and designated as Parcels 63869-1 through 63869-4 in the attached **Exhibit 1-1**

A portion of Assessor's Parcel No. 096-0375-007-03

The parcels of land described and designated as Parcels 63868-1 through 63868-3 in the attached **Exhibit 1-2.**

A portion of Assessor's Parcel No. 096-0375-012-02

The parcel of land described and designated as Parcel 63879-1 in the attached **Exhibit 1-3.**

A portion of Assessor's Parcel No. 096-0375-006-08

The parcels of land described and designated as Parcels 63881-1 and 63881-2 in the attached **Exhibit 1-4**

**EXHIBIT 1-1 TO QUITCLAIM DEED TO STATE OF CALIFORNIA**

**Description of the Property**

(Assessor's Parcel No. 096-0375-006-11;  
Caltrans Parcel Nos. 63869-1 through 63869-4)

*[see attached]*



<b>Number</b>
<b>63869-1</b>

(63869-2, 63869-3, 63869-4)

### **Exhibit "1-1"**

#### **PARCEL 63869-1**

A parcel of land situate in the unincorporated area of the County of Alameda, State of California, being a portion of Parcel 65 as described in the Indenture to the City and County of San Francisco, a municipal corporation of the State of California, recorded March 3, 1930 in Book 2350 at Page 1, Official Records of said County, being more particularly described as follows:

**BEGINNING** at a point on the general northerly line of PARCEL 4A as described in the Final Order of Condemnation recorded August 25, 1964 in Reel 1296 Image 1, Official Records of said County, said point of beginning being the easterly terminus of the course described as "N. 85°50'18" E., 215.84 feet" in said Final Order of Condemnation; thence departing said general northerly line, easterly, along the arc of a non-tangent curve to the right, concave to the south, the center of which bears South 14°39'32" East 1,526.15 feet, through a central angle of 13°47'28", an arc distance of 367.34 feet; thence North 89°07'56" East 366.91 feet; thence North 88°51'39" East 83.34 feet; thence easterly, along the arc of a curve to the left, concave to the north, having a radius of 201.00 feet, through a central angle of 7°28'23", an arc distance of 26.22 feet to a point on the westerly line of the parcel as described in the Grant Deed to the State of California recorded October 6, 1999 as Document No. 99380039, Official Records of said County; thence along said westerly line, the general northerly line of that 66-foot wide strip of land described in the Indenture between I. O. Kassar, Et. Al. and the County of Alameda made April 15, 1931 and recorded June 5, 1931, in Book 2643 at Page 3, Official Records of said County, and the first said general northerly line the following three (3) courses: (1) South 06°03'34" East 14.71 feet; (2) South 83°53'36" West 745.12 feet; and (3) North 70°44'29" West 105.98 feet to the **POINT OF BEGINNING**.

CONTAINING 35,388 square feet, more or less.

#### **PARCEL 63869-2**

A parcel of land situate in the unincorporated area of the County of Alameda, State of California, being a portion of Parcel 65 as described in the Indenture to the City and County of San Francisco, a municipal corporation of the State of California, recorded March 3, 1930 in Book 2350 at Page 1, Official Records of said County, being more particularly described as follows:

**COMMENCING** at the northwesterly corner of the parcel as described in the Grant Deed to the State of California recorded October 6, 1999 as Document No. 99380039, Official Records of said County; thence along the general northerly line of said State of California parcel, North 83°56'26" East 38.60 feet to the **TRUE POINT OF BEGINNING**; thence departing said general northerly line, easterly, along the arc of a non-tangent curve to the right, concave to the south, the center of which bears South 31°14'05" East 219.41 feet, through a central angle of 28°01'49", an arc distance of 107.34 feet to a point of reverse curvature; thence easterly, along the arc of a curve to the left, concave to the north, having a radius of 1,322.00 feet, through a central angle of 4°33'20", an arc distance of 105.11 feet to a point of reverse curvature; thence easterly, along the arc of a curve to the right, concave to the south, having a radius of 499.00 feet, through a central angle of 3°49'59", an arc distance of 33.38 feet; thence North 86°04'23" East 78.04 feet; thence easterly, along the arc of a curve to the left, concave to the north, having a radius of 501.00 feet, through a central angle of 13°44'31", an arc distance of 120.16 feet to a point of

<b>Number</b>
<b>63869-1</b>

(63869-2, 63869-3, 63869-4)

compound curvature; thence northeasterly, along the arc of a curve to the left, concave to the northwest, having a radius of 1,342.00 feet, through a central angle of 24°28'40", an arc distance of 573.33 feet; thence North 47°51'12" East 48.42 feet; thence northeasterly, along the arc of a curve to the left, concave to the northwest, having a radius of 501.00 feet, through a central angle of 7°40'33", an arc distance of 67.12 feet; thence North 40°10'39" East 22.56 feet; thence northeasterly, along the arc of a curve to the right, concave to the southeast, having a radius of 199.00 feet, through a central angle of 8°04'58", an arc distance of 28.07 feet; thence North 48°15'37" East 174.98 feet; thence northeasterly, along the arc of a curve to the right, concave to the southeast, having a radius of 374.00 feet, through a central angle of 7°05'37", an arc distance of 46.30 feet; thence North 55°21'14" East 51.36 feet; thence northeasterly, along the arc of a curve to the left, concave to the northwest, having a radius of 326.00 feet, through a central angle of 10°07'06", an arc distance of 57.57 feet; thence North 45°14'08" East 273.65 feet; thence northeasterly, along the arc of a curve to the right, concave to the southeast, having a radius of 374.00 feet, through a central angle of 6°55'51", an arc distance of 45.24 feet; thence North 52°09'59" East 188.54 feet; thence northeasterly, along the arc of a curve to the left, concave to the northwest, having a radius of 526.00 feet, through a central angle of 4°25'12", an arc distance of 40.58 feet; thence North 47°44'47" East 136.55 feet to a point on said general northerly line, thence along said general northerly line the following ten (10) courses: (1) South 37°13'08" West 37.84 feet; (2) South 17°50'32" West 159.23 feet; (3) South 45°56'53" West 468.74 feet; (4) South 54°48'44" West 667.01 feet; (5) South 57°55'41" West 135.89 feet; (6) South 72°56'30" West 110.27 feet; (7) South 69°17'08" West 138.29 feet; (8) South 67°09'08" West 120.44 feet; (9) South 80°32'01" West 129.23 feet; and (10) South 83°56'26" West 266.89 feet to the **TRUE POINT OF BEGINNING**.

CONTAINING 117,555 square feet, more or less.

**PARCEL 63869-3**

A parcel of land situate in the unincorporated area of the County of Alameda, State of California, being a portion of Parcel 65 as described in the Indenture to the City and County of San Francisco, a municipal corporation of the State of California, recorded March 3, 1930 in Book 2350 at Page 1, Official Records of said County, being more particularly described as follows:

**BEGINNING** at a point on the general northwesterly line of the parcel as described in the Grant Deed to the State of California recorded October 6, 1999 as Document No. 99380039, Official Records of said County, said point of beginning being the northeasterly terminus of the course described as "S. 37°13'11" W., 200.00 feet" in said Grant Deed (South 37°13'08" West for purposes of this description); thence departing said general northwesterly line, North 46°36'37" East 348.36 feet; thence North 54°37'56" East 80.87 feet to a point on said general northwesterly line; thence along said general northwesterly line the following three (3) courses: (1) southwesterly, along the arc of a non-tangent curve to the left, concave to the southeast, the center of which bears South 39°37'55" East 465.96 feet, through a central angle of 7°44'25", an arc distance of 62.95 feet; (2) South 42°49'21" West 204.38 feet; and (3) South 55°22'22" West 163.52 feet to the **TRUE POINT OF BEGINNING**.

CONTAINING 5,934 square feet, more or less.

<b>Number</b>
<b>63869-1</b>

(63869-2, 63869-3, 63869-4)

**PARCEL 63869-4**

A parcel of land situate in the unincorporated area of the County of Alameda, State of California, being a portion of Parcel 65 as described in the Indenture to the City and County of San Francisco, a municipal corporation of the State of California, recorded March 3, 1930 in Book 2350 at Page 1, Official Records of said County, being more particularly described as follows:

**BEGINNING** at a point on the general northwesterly line of the parcel as described in the Grant Deed to the State of California recorded October 6, 1999 as Document No. 99380039, Official Records of said County, said point of beginning being the northeasterly terminus of the course described as "S. 66°42'15" W., 93.49 feet" in said Grant Deed (South 66°42'12" West for purposes of this description); thence along said general northwesterly line the following two (2) courses: (1) South 66°42'12" West 93.49 feet; and (2) southwesterly, along the arc of a curve to the left, concave to the southeast, having a radius of 465.96 feet, through a central angle of 7°48'51", an arc distance of 63.55 feet; thence departing last said line, North 54°37'56" East 122.58 feet; thence North 69°29'38" East 35.15 feet to a point on said general northwesterly line; thence along said general northwesterly line, South 28°45'01" East 19.69 feet to the **POINT OF BEGINNING**.

CONTAINING 1,845 square feet, more or less.

The bearings and distances used in the above descriptions are based on the California Coordinate System of 1983 (CCS83) Zone 3, Epoch 2010.00. Multiply distances by 1.0000871 to obtain ground distances.

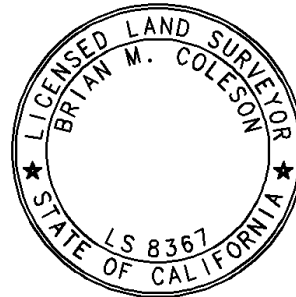
This real property description has been prepared by me, or under my direction, in conformance with the California Professional Land Surveyors' Act.



Brian M. Coleson, LS 8367

5/4/2021

Date



**EXHIBIT 1-2 TO QUITCLAIM DEED TO STATE OF CALIFORNIA**

**Description of the Property**

(Assessor's Parcel No. 096-0375-007-03;  
Caltrans Parcel Nos. 63868-1 through 63868-3)

*[see attached]*

<b>Number</b>
<b>63868-1</b>
(63868-2, 63868-3)

## Exhibit "1-2"

### **PARCEL 63868-1**

A parcel of land situate in the unincorporated area of the County of Alameda, State of California, being a portion of Parcel 65 as described in the Indenture to the City and County of San Francisco, a municipal corporation of the State of California, recorded March 3, 1930 in Book 2350 at Page 1, Official Records of said County, being more particularly described as follows:

**BEGINNING** at a point on the general southerly line of PARCEL 4A as described in the Final Order of Condemnation recorded August 25, 1964 in Reel 1296 Image 1, Official Records of said County, said point of beginning being the westerly terminus of the course described as "S. 83°53'35" W., 266.45 feet" in said Final Order of Condemnation (South 83°53'36" West for purposes of this description); thence along said general southerly line, North 83°53'36" East 104.60 feet; thence departing said general southerly line, South 73°29'18" West 449.03 feet to a point on said general southerly line; thence along said general southerly line, North 65°39'20" East 168.19 feet; thence easterly, along the arc of a curve to the right, concave to the south, having a radius of 566.55 feet, through a central angle of 18°14'16", an arc distance of 180.34 feet to the **POINT OF BEGINNING**.

CONTAINING 7,493 square feet, more or less.

### **PARCEL 63868-2**

A parcel of land situate in the unincorporated area of the County of Alameda, State of California, being a portion of Parcel 65 as described in the Indenture to the City and County of San Francisco, a municipal corporation of the State of California, recorded March 3, 1930 in Book 2350 at Page 1, Official Records of said County, being more particularly described as follows:

**COMMENCING** at a point on the general southerly line of PARCEL 4A as described in the Final Order of Condemnation recorded August 25, 1964 in Reel 1296 Image 1, Official Records of said County, said point of commencement being the westerly terminus of the course described as "S. 83°53'35" W., 266.45 feet" in said Final Order of Condemnation (South 83°53'36" West for purposes of this description); thence along said general southerly line and the southerly line of that 66-foot wide strip of land described in the Indenture between I. O. Kassar, Et. Al. and the County of Alameda made April 15, 1931 and recorded June 5, 1931, in Book 2643 at Page 3, Official Records of said County the following two (2) courses: (1) North 83°53'36" East 714.38 feet to the **TRUE POINT OF BEGINNING**; and (2) North 83°53'36" East 97.25 feet to a point on the general northerly line of said Parcel 65; thence along said general northerly line, South 00°50'09" West 9.03 feet; thence departing said general northerly line, South 89°13'15" West 96.57 feet to the **TRUE POINT OF BEGINNING**.

CONTAINING 436 square feet, more or less.

### **PARCEL 63868-3**

A parcel of land situate in the unincorporated area of the County of Alameda, State of California, being a portion of Parcel 65 as described in the Indenture to the City and County of San Francisco, a municipal corporation of the State of California, recorded March 3, 1930 in Book 2350 at Page 1, Official Records of said County, being more particularly described as follows:

<b>Number</b>
<b>63868-1</b>

(63868-2, 63868-3)

**BEGINNING** at a point on the general southerly line of PARCEL 5A as described in the Final Order of Condemnation recorded August 25, 1964 in Reel 1296 Image 1, Official Records of said County, said point of beginning being the southerly terminus of the course described as "S. 16°43'04" W., 41.07 feet" in said Final Order of Condemnation; thence along said general southerly line the following two (2) courses: (1) North 16°43'04" East 41.10 feet; and (2) North 72°18'27" East 94.06 feet; thence departing last said line, South 41°41'47" West 105.58 feet to a point on the northerly line of Parcel 2 as described in the Joint Tenancy Grant Deed Correction Deed to Michael A. Gbadebo recorded December 14, 1999 as Document No. 1999444755, Official Records of said County; thence along said northerly line, North 88°51'17" West 40.19 feet to the **POINT OF BEGINNING**.

CONTAINING 3,001 square feet, more or less.

The bearings and distances used in the above descriptions are based on the California Coordinate System of 1983 (CCS83) Zone 3, Epoch 2010.00. Multiply distances by 1.0000871 to obtain ground distances.

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

  
\_\_\_\_\_  
Brian M. Coleson, LS 8367                      5/4/2021  
Date



**EXHIBIT 1-3 TO QUITCLAIM DEED TO STATE OF CALIFORNIA**

**Description of the Property**

(Assessor's Parcel No. 096-0375-012-02;  
Caltrans Parcel No. 63879-1)

*[see attached]*

Number

63879-1

**Exhibit "1-3"****PARCEL 63879-1**

A parcel of land situate in the unincorporated area of the County of Alameda, State of California, being a portion of Parcel 65 as described in the Indenture to the City and County of San Francisco, a municipal corporation of the State of California, recorded March 3, 1930 in Book 2350 at Page 1, Official Records of said County, being more particularly described as follows:

**BEGINNING** at a point on the general westerly line of PARCEL 2A as described in the Final Order of Condemnation recorded August 25, 1964 in Reel 1296 Image 1, Official Records of said County, said point of beginning being the northerly terminus of the course described as "N. 18°50'14" E., 638.13 feet" in said Final Order of Condemnation (North 18°50'14" East for purposes of this description); thence along said general westerly line the following four (4) courses: (1) South 18°50'14" West 638.13 feet; (2) South 18°17'41" West 401.53 feet; (3) South 21°39'31" West 350.14 feet; (4) South 23°18'17" West 1,598.74 feet; thence departing said general westerly line, North 19°14'47" East 545.19 feet; thence northeasterly, along the arc of a curve to the right, concave to the southeast, having a radius of 1,978.00 feet, through a central angle of 5°01'35", an arc distance of 173.53 feet; thence North 24°16'22" East 774.04 feet; thence northeasterly, along the arc of a curve to the left, concave to the northwest, having a radius of 7,152.58 feet, through a central angle of 4°16'33", an arc distance of 533.77 feet; thence North 19°59'49" East 961.86 feet to a point on said general westerly line; thence along said general westerly line, South 65°50'00" East 1.75 feet to the **POINT OF BEGINNING**.

CONTAINING 72,251 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983 (CCS83) Zone 3, Epoch 2010.00. Multiply distances by 1.0000871 to obtain ground distances.

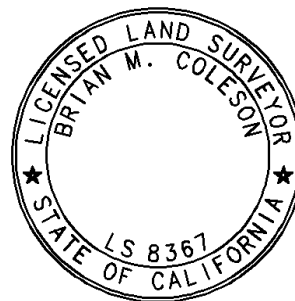
This real property description has been prepared by me, or under my direction, in conformance with the California Professional Land Surveyors' Act.



Brian M. Coleson, LS 8367

5/4/2021

Date





**EXHIBIT 1-4 TO QUITCLAIM DEED TO STATE OF CALIFORNIA**

**Description of the Property**

(Assessor's Parcel No. 096-0375-006-08;  
Caltrans Parcel Nos. 63881-1 through 63881-2)

*[see attached]*

<b>Number</b>
<b>63881-1</b>

(63881-2)

**Exhibit "1-4"**

**PARCEL 63881-1**

A parcel of land situate in the unincorporated area of the County of Alameda, State of California, being a portion of Parcel 65 as described in the Indenture to the City and County of San Francisco, a municipal corporation of the State of California, recorded March 3, 1930 in Book 2350 at Page 1, Official Records of said County, being more particularly described as follows:

**BEGINNING** at a point on the general easterly line of PARCEL 6A as described in the Final Order of Condemnation recorded April 18, 1969 in Reel 2386 Image 156, Official Records of said County, said point of beginning being the southerly terminus of the course described as "S. 26°19'30" W., 207.56 feet" in said Final Order of Condemnation (South 26°19'30" West for purposes of this description); thence along said general easterly line the following two courses: (1) North 26°19'30" East 207.56 feet, and (2) northeasterly, along the arc of a curve to the right, concave to the southeast, the center of which bears South 48°50'31" East 1,065.00 feet, through a central angle of 15°08'31", an arc distance of 281.45 feet; thence departing said general easterly line, South 39°13'30" West 479.10 feet to the **POINT OF BEGINNING**.

CONTAINING 12,839 square feet, more or less.

**PARCEL 63881-2**

A parcel of land situate in the unincorporated area of the County of Alameda, State of California, being a portion of Parcel 65 as described in the Indenture to the City and County of San Francisco, a municipal corporation of the State of California, recorded March 3, 1930 in Book 2350 at Page 1, Official Records of said County, being more particularly described as follows:

**BEGINNING** at a point on the general southerly line of PARCEL 6A as described in the Final Order of Condemnation recorded April 18, 1969 in Reel 2386 Image 156, Official Records of said County, said point of beginning being the easterly terminus of the course described as "S. 73°30'00" W., 1517.53 feet" in said Final Order of Condemnation (South 73°30'00" West for purposes of this description), said point of beginning also lying on the on the general northwesterly line of Parcel 1 as described in the Relinquishment of Highway Right of Way to the County of Alameda, recorded February 2, 1976 in Book 4246 at Page 674, Official Records of said County; thence departing said general southerly line and along said general northwesterly line, South 60°12'50" West 56.39 feet; thence departing said general northwesterly line, North 61°31'08" West 18.33 feet to a point on said general southerly line; thence along said general southerly line, North 73°30'00" East 67.84 feet to the **POINT OF BEGINNING**.

CONTAINING 440 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983 (CCS83) Zone 3, Epoch 2010.00. Multiply distances by 1.0000871 to obtain ground distances.

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



06/14/2020

Brian M. Coleson, LS 8367

Date



**EXHIBIT 2 TO QUITCLAIM DEED TO STATE OF CALIFORNIA**

**Depiction of the Property**

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

A portion of Assessor's Parcel No. 096-0375-006-11

The parcels of land designated as Parcels 63869-1 through 63869-4, and depicted in the Depiction of the Property in the attached **Exhibit 2-1**.

A portion of Assessor's Parcel No. 096-0375-007-03

The parcels of land designated as Parcels 63868-1 through 63868-3, and depicted in the Depiction of the Property in the attached **Exhibit 2-1**.

A portion of Assessor's Parcel No. 096-0375-012-02

The parcel of land designated as Parcels 63879-1, and depicted in the Depiction of the Property in the attached **Exhibit 2-1**.

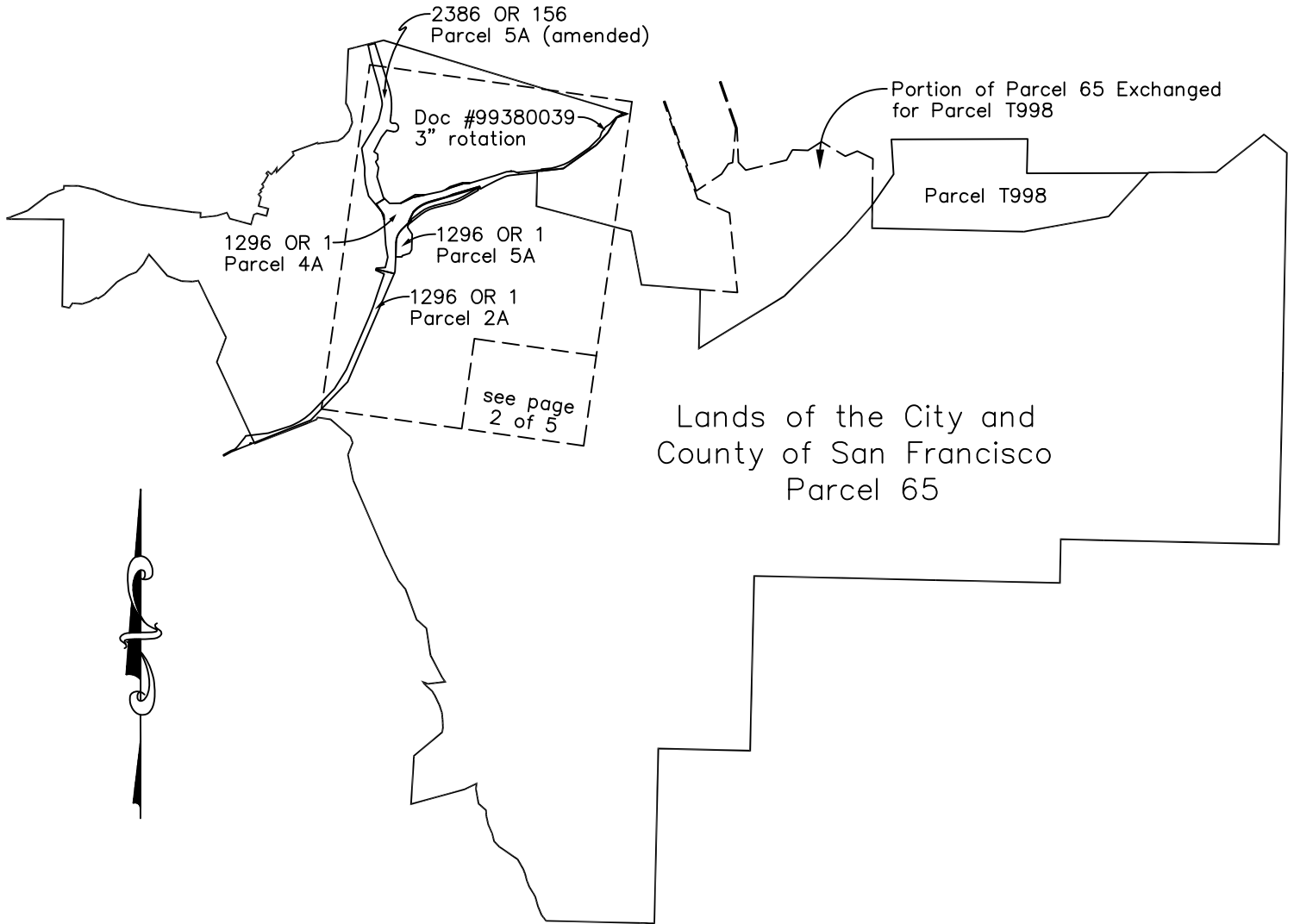
A portion of Assessor's Parcel No. 096-0375-006-08

The parcels of land described and designated as Parcels 63881-1 and 63881-2, and depicted in the Depiction of the Property in the attached **Exhibit 2-1**.

**EXHIBIT 2-1 TO QUITCLAIM DEED TO STATE OF CALIFORNIA**

**Depiction of the Property**

*[see attached]*



Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

Legend

Doc # Document Number  
 O.R. Official Records

Scale: 1" = 5000'

Page 1 of 5

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

Parcel 65 Relinquishments

Quitclaimed to CalTrans  
 Adjacent to Either of  
 Interstate 680 or Highway 84

Unincorporated Alameda County

Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-6-11

Parcel 63869-4

Parcel 63869-3

Parcel 63869-2

Parcel 63869-1

1296 OR 1  
Parcel 5E

Parcel 63868-2

Parcel 63868-1

APN 96-365-2-5

1296 OR 1  
Parcel 5D

1296 OR 1  
Parcel 5C

2386 OR 156, Parcel 6A

Parcel 63881-2

APN 96-375-6-8

2386 OR 156, Parcel 6B

1296 OR 1  
Parcel 4A

2386 OR 156  
Parcel 7A

1296 OR 1  
Parcel 5A

Parcel 63868-3

Doc #1999444755

1296 OR 1  
Parcel 2A

Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-7-3

APN 96-375-12-2

Parcel 63879-1

Legend

Doc # Document Number  
O.R. Official Records

Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

Scale: 1" = 1000'

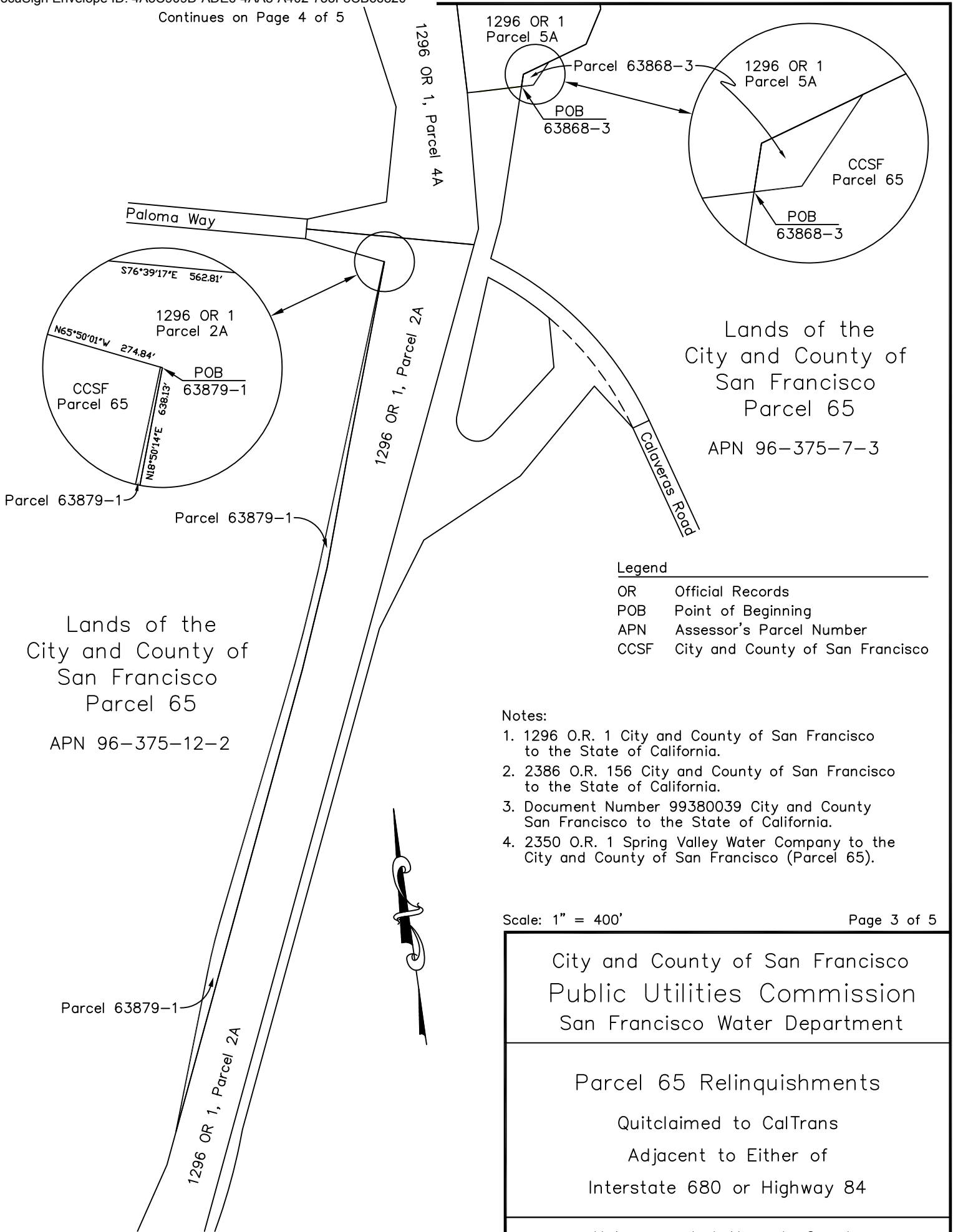
Page 2 of 5

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

Parcel 65 Relinquishments

Quitclaimed to CalTrans  
Adjacent to Either of  
Interstate 680 or Highway 84

Unincorporated Alameda County



Lands of the  
City and County of  
San Francisco  
Parcel 65  
APN 96-375-7-3

Lands of the  
City and County of  
San Francisco  
Parcel 65  
APN 96-375-12-2

**Legend**

OR	Official Records
POB	Point of Beginning
APN	Assessor's Parcel Number
CCSF	City and County of San Francisco

- Notes:**
1. 1296 O.R. 1 City and County of San Francisco to the State of California.
  2. 2386 O.R. 156 City and County of San Francisco to the State of California.
  3. Document Number 99380039 City and County San Francisco to the State of California.
  4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

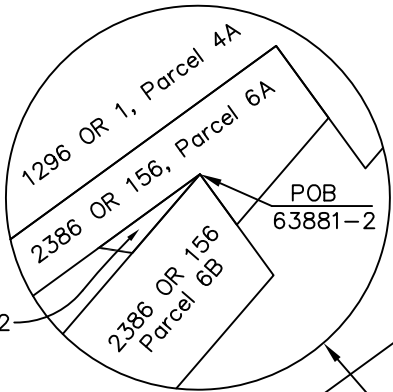
Scale: 1" = 400' Page 3 of 5

City and County of San Francisco Public Utilities Commission San Francisco Water Department
Parcel 65 Relinquishments Quitclaimed to CalTrans Adjacent to Either of Interstate 680 or Highway 84
Unincorporated Alameda County

Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-6-11

Parcel 63881-2



Parcel 63869-1  
1296 OR 1  
Parcel 5E  
POB  
63868-1  
Parcel 63868-1

1296 OR 1, Parcel 4A

1296 OR 1  
Parcel 5D

2386 OR 156, Parcel 6A

Parcel 63881-2

Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-7-3

1296 OR 1  
Parcel 5C

APN 96-375-6-8

2386 OR 156, Parcel 6B

Legend

- OR Official Records
- POB Point of Beginning
- APN Assessor's Parcel Number
- CCSF City and County of San Francisco

2386 OR 156, Parcel 6A

Parcel 63881-1

POB  
63881-1

2386 OR 156  
Parcel 7A

1296 OR 1  
Parcel 5A

1296 OR 1, Parcel 4A

Parcel 63868-3

Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

Scale: 1" = 400'

Page 4 of 5

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

Parcel 65 Relinquishments  
Quitclaimed to CalTrans  
Adjacent to Either of  
Interstate 680 or Highway 84

Unincorporated Alameda County

Continues on Page 2 of 5

Date: December 17, 2020

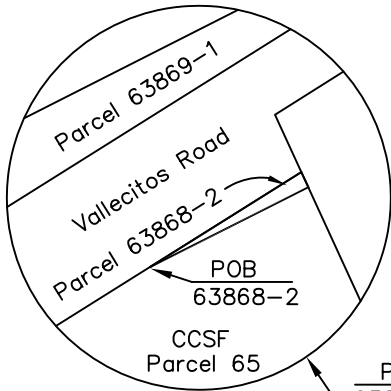
Drawing No. 20-0036

Continues on Page 5 of 5



Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-6-11



POB  
63869-4  
Parcel 63869-4  
Document  
Number  
99380039

Parcel 63869-3  
POB  
63869-3

Parcel 63869-2  
Document Number 99380039

Legend

- OR Official Records
- POB Point of Beginning
- APN Assessor's Parcel Number
- CCSF City and County of San Francisco

Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

APN 96-365-2-5

Scale: 1" = 400'

Page 5 of 5

Continues on Page 4 of 5

Parcel 63869-1  
POB  
63869-1  
Parcel 63868-1  
POB  
63868-1  
Parcel 63868-2

Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-7-3

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

Parcel 65 Relinquishments  
Quitclaimed to CalTrans  
Adjacent to Either of  
Interstate 680 or Highway 84

Unincorporated Alameda County

**EXHIBIT D**

**FORM OF ABUTTERS RIGHTS DEED TO STATE OF CALIFORNIA**

*[see attached]*

RECORDING REQUESTED BY,  
AND WHEN RECORDED RETURN TO:

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

and

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

MAIL TAX STATEMENTS TO:

State of California  
Department of Transportation

\_\_\_\_\_

Attn: \_\_\_\_\_ **[CONFIRM]**

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 Assessor’s Parcel Nos. 096-0375-006-11,  
096-0375-007-03, and 096-0375-012-02

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

**ABUTTERS RIGHTS DEED AND AGREEMENT**

THIS ABUTTERS RIGHTS DEED AND AGREEMENT (this “**Abutters Rights Deed**”) is made by and between the CITY AND COUNTY OF SAN FRANCISCO, a California municipal corporation (“**City**”), acting by and through its Public Utilities Commission (“**SFPUC**”), and the STATE OF CALIFORNIA, a California public agency, acting by and through its DEPARTMENT OF TRANSPORTATION (“**Caltrans**”). Caltrans and City sometimes are referred to collectively in this Agreement as the “**Parties**” or singularly as a “**Party**.”

**RECITALS**

**A.** City, through the SFPUC, owns real property located along State Route 84 (“**SR-84**”) and Interstate 680 (“**I-680**”) in an unincorporated portion of Alameda County, State of California, commonly known as Parcel 65, and generally described in the attached **Exhibit 3** (“**City’s Real Property**”).

**B.** Caltrans, in cooperation with Alameda County Transportation Commission, proposes to widen and conform SR-84 to expressway standards between south of

Ruby Hill Drive and the I-680 interchange (the “**Project**”) in or over certain portions of City’s Real Property. The Project seeks to (1) alleviate existing and projected traffic congestion and improve traffic circulation between SR-84 and I-680, and in the vicinity of the SR-84/I-680 interchange; (2) improve safety for motorists and cyclists on this segment of SR-84; (3) complete the statutory designation of this segment of SR-84 as an expressway facility; and (4) extend the existing southbound I-680 High Occupancy Vehicle/express lane northward by approximately two (2) miles in the City of Pleasanton, the Town of Sunol, and in unincorporated Alameda County.

C. As a component of the Project, Caltrans seeks to restrict direct vehicular access to SR-84 and instead direct such vehicular traffic to controlled intersections. To accomplish such goals, Caltrans seeks to acquire from City all of City’s abutters rights (collectively, the “**Abutters Rights**”) that attach to the following portions of City’s Real Property:

(1) Those portions of Assessor’s Parcel No. 096-0375-006-11 designated as Caltrans Parcel Nos. 63869-9, 63869-10, and 63869-11 that are more particularly described in the attached **Exhibit 1** and **Exhibit 1-1**, and shown on the Depiction of Abutters Rights in the attached **Exhibit 2**;

(2) Those portions of Assessor’s Parcel No. 096-0375-007-03 designated as Caltrans Parcel Nos. 63868-4 and 63868-5 that are more particularly described in the attached **Exhibit 1** and **Exhibit 1-2**, and shown on the Depiction of Abutters Rights in the attached **Exhibit 2**.

The Abutters Rights areas described in **Exhibit 1**, **Exhibit 1-1**, and **Exhibit 1-2**, and depicted in **Exhibit 2** collectively, are referred to as the “**Abutters Rights Area**.” City is willing to convey such Abutters Rights in the Abutters Rights Area, and Caltrans is willing to accept the Abutters Rights, on the terms and conditions of this Abutters Rights Deed.

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, City hereby quitclaims and conveys to Caltrans all of City’s Abutters Rights with respect to the Abutters Rights Area.

The attached Exhibits are hereby incorporated into this Abutters Rights Deed.

*[SIGNATURES ON FOLLOWING PAGE]*

Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

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

DESCRIPTION CHECKED/APPROVED:

By: \_\_\_\_\_  
Tony Durkee  
Chief Surveyor

APPROVED AS TO FORM:

DENNIS J. HERRERA  
City Attorney

By: \_\_\_\_\_  
Richard Handel  
Deputy City Attorney

**ACKNOWLEDGMENT**

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

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

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

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

WITNESS my hand and official seal.

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

**CERTIFICATE OF ACCEPTANCE**

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

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

**ADETOKUNBO OMISHAKIN**

Director of Transportation

By \_\_\_\_\_

MARK L. WEAVER, Attorney in Fact

Deputy District Director

Right of Way and Land Surveys

**EXHIBIT 1 TO ABUTTERS RIGHTS DEED**

**Description of Abutters Rights**

All that certain real property in Alameda County described and being a portion of Parcel 65 in the Indenture to the City and County of San Francisco, a municipal corporation of the State of California, dated and recorded March 3, 1930, in Book 2350, at Page 1, of the Official Records of Alameda County, and more particularly described as a portion of Assessor's Parcel Number 096-0375-006-11 described and designated as Parcels 63869-9 through 63869-11 in the attached **Exhibit 1-1**; and a portion of Assessor's Parcel Number 096-0375-007-03 described and designated as Parcels 63868-4 and 63868-5 in the attached **Exhibit 1-2**.



**EXHIBIT 1-1 TO ABUTTERS RIGHTS DEED**

**Description of Abutters Rights**

(Assessor's Parcel No. 096-0375-006-11;  
Caltrans Parcel Nos. 63869-9 through 63869-11)

*(see attached)*

<b>Number</b>
<b>63869-9</b>

(63869-10, 63869-11)

**Exhibit "1-1"****PARCEL 63869-9**

This conveyance is made for the purpose of a freeway and the GRANTOR hereby releases and relinquishes to the STATE any and all abutter's rights including access rights, appurtenant to GRANTOR'S property, in and to said freeway over and across the following line:

**BEGINNING** at a point on the westerly line of the parcel as described in the Grant Deed to the State of California recorded October 6, 1999 as Document No. 99380039, Official Records of said County, distant South 06°03'34" East 4.69 feet from the northwesterly corner of said State of California parcel; thence along the westerly and northerly lines of said State of California parcel the following two (2) courses: (1) North 06°03'34" West 4.69 feet to said northwesterly corner; and (2) North 83°56'26" East 38.60 feet to the **POINT OF TERMINUS** of the hereinabove described line.

**PARCEL 63869-10**

This conveyance is made for the purpose of a freeway and the GRANTOR hereby releases and relinquishes to the STATE any and all abutter's rights including access rights, appurtenant to GRANTOR'S property, in and to said freeway over and across the following line:

**BEGINNING** at a point on the general northwesterly line of the parcel as described in the Grant Deed to the State of California recorded October 6, 1999 as Document No. 99380039, Official Records of said County, said point of beginning being the northeasterly terminus of the course described as "S. 37°13'11" W., 200.00 feet" in said Grant Deed (South 37°13'08" West for purposes of this description); thence along said general northwesterly line, South 37°13'08" West 162.16 feet to the **POINT OF TERMINUS** of the hereinabove described line.

**PARCEL 63869-11**

This conveyance is made for the purpose of a freeway and the GRANTOR hereby releases and relinquishes to the STATE any and all abutter's rights including access rights, appurtenant to GRANTOR'S property, in and to said freeway over and across the following line:

**COMMENCING** a point on the general northwesterly line of the parcel as described in the Grant Deed to the State of California recorded October 6, 1999 as Document No. 99380039, Official Records of said County, said point of commencement being the northeasterly terminus of the course described as "S. 66°42'15" W., 93.49 feet" in said Grant Deed (South 66°42'12" West for purposes of this description); thence along said general northwesterly line the following three (3) courses: (1) South 66°42'12" West 93.49 feet; (2) southwesterly, along the arc of a curve to the left, concave to the southeast, having a radius of 465.96 feet, through a central angle of 7°48'51", an arc distance of 63.55 feet to the **TRUE POINT OF BEGINNING** of the hereinafter described line; and (3) continuing along the arc of last said curve southwesterly, along the arc of a curve to the left, concave to the southeast, having a radius of 465.96 feet, through a central angle of 8°31'16", an arc distance of 69.30 feet to the **POINT OF TERMINUS** of said line.

The bearings and distances used in the above descriptions are based on the California Coordinate System of 1983 (CCS83) Zone 3, Epoch 2010.00. Multiply distances by 1.0000871 to obtain ground distances.

<b>Number</b>
<b>63869-9</b>

(63869-10, 63869-11)

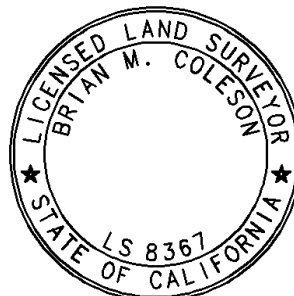
This real property description has been prepared by me, or under my direction, in conformance with the California Professional Land Surveyors' Act.



Brian M. Coleson, LS 8367

5/4/2021

Date



**EXHIBIT 1-2 TO ABUTTERS RIGHTS DEED**

**Description of Abutters Rights**

(Assessor's Parcel No. 096-0375-007-03;  
Caltrans Parcel Nos. 63868-4 and 63868-5)

*(see attached)*

Number

63868-4

(63868-5)

**Exhibit "1-2"****PARCEL 63868-4**

This conveyance is made for the purpose of a freeway and the GRANTOR hereby releases and relinquishes to the STATE any and all abutter's rights including access rights, appurtenant to GRANTOR'S property, in and to said freeway over and across the following line:

**COMMENCING** at a point on the general southerly line of PARCEL 4A as described in the Final Order of Condemnation recorded August 25, 1964 in Reel 1296 Image 1, Official Records of said County, said point of beginning being the westerly terminus of the course described as "S. 83°53'35" W., 266.45 feet" in said Final Order of Condemnation (South 83°53'36" West for purposes of this description); thence along said general southerly line and the southerly line of that 66-foot wide strip of land described in the Indenture between I. O. Kassar, Et. Al. and the County of Alameda made April 15, 1931 and recorded June 5, 1931, in Book 2643 at Page 3, Official Records of said County the following two (2) courses: (1) North 83°53'36" East 104.60 feet to the **TRUE POINT OF BEGINNING** of the hereinafter described line; and (2) North 83°53'36" East 609.78 feet to the **POINT OF TERMINUS** of said line.

**PARCEL 63868-5**

This conveyance is made for the purpose of a freeway and the GRANTOR hereby releases and relinquishes to the STATE any and all abutter's rights including access rights, appurtenant to GRANTOR'S property, in and to said freeway over and across the following line:

**COMMENCING** at a point on the general southerly line of PARCEL 4A as described in the Final Order of Condemnation recorded August 25, 1964 in Reel 1296 Image 1, Official Records of said County, said point of beginning being the westerly terminus of the course described as "S. 83°53'35" W., 266.45 feet" in said Final Order of Condemnation (South 83°53'36" West for purposes of this description); thence along said general southerly line and the general southerly line of PARCEL 6B as described in the Final Order of Condemnation recorded April 18, 1969 in Reel 2386 Image 156, Official Records of said County, the following five (5) courses: (1) westerly along the arc of a curve to the left, concave to the south, tangent to the above described course, having a radius of 566.55 feet, through a central angle of 18°14'16", an arc distance of 180.34 feet; (2) South 65°39'20" West 168.19 feet to the **TRUE POINT OF BEGINNING** of the hereinafter described line; (3) continuing South 65°39'20" West 114.36 feet; (4) southwestwardly, along the arc of a curve to the left, concave to the southeast, having a radius of 3,564.31 feet, through a central angle of 5°26'30", an arc distance of 338.52 feet; and (5) South 60°12'50" West 271.68 feet to the **POINT OF TERMINUS** of said line.

The bearings and distances used in the above descriptions are based on the California Coordinate System of 1983 (CCS83) Zone 3, Epoch 2010.00. Multiply distances by 1.0000871 to obtain ground distances.

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



Brian M. Coleson, LS 8367

5/4/2021

Date



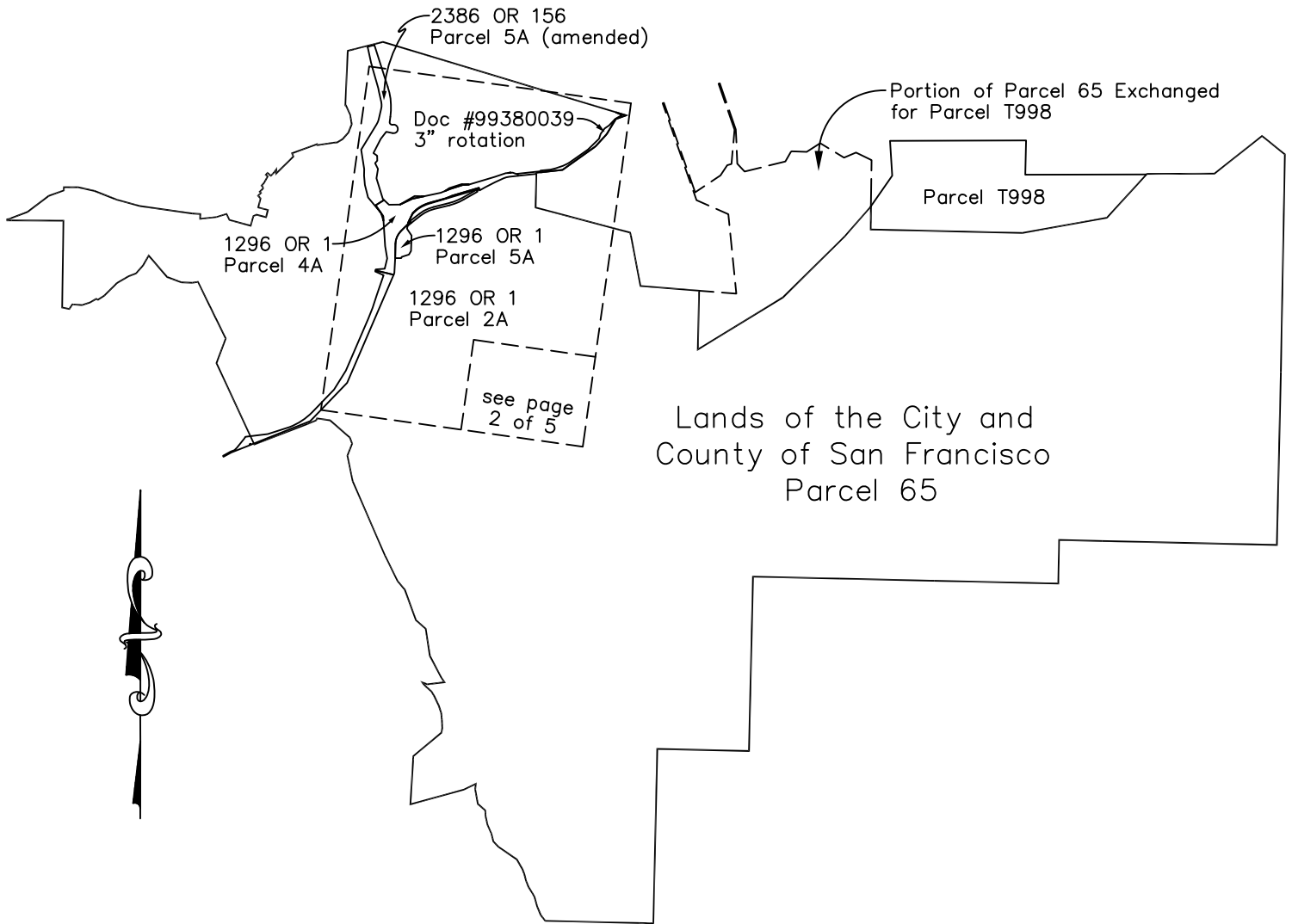
**EXHIBIT 2 TO ABUTTERS RIGHTS DEED**

**Depiction of Abutters Rights**

(Assessor's Parcel No. 096-0375-006-11;  
Caltrans Parcel Nos. 63869-9 through 63869-11)

*and*

(Assessor's Parcel No. 096-0375-007-03;  
Caltrans Parcel Nos. 63868-4 and 63868-5)



Lands of the City and County of San Francisco  
Parcel 65

Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

Legend

Doc # Document Number  
O.R. Official Records

Scale: 1" = 5000'

Page 1 of 5

City and County of San Francisco Public Utilities Commission San Francisco Water Department
Parcel 65 Relinquishments  CalTrans Easement Parcels Adjacent to Either of Interstate 680 or Highway 84
Unincorporated Alameda County

Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-6-11

Parcel 63869-11

Parcel 63869-10

2386 OR 156  
Parcel 5A (amended)

Parcel 63869-9

Parcel 63868-4

1296 OR 1  
Parcel 5E

Doc #99380039  
3" rotation

1296 OR 1  
Parcel 5D

Parcel 63868-5

APN 96-365-2-5

1296 OR 1  
Parcel 5C

2386 OR 156, Parcel 6A

2386 OR 156, Parcel 6B

APN 96-375-6-8

1296 OR 1  
Parcel 4A

2386 OR 156  
Parcel 7A

1296 OR 1  
Parcel 5A

Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-7-3

Doc #1999444755

1296 OR 1  
Parcel 2A

Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

Scale: 1" = 1000'

Page 2 of 5

APN 96-375-12-2

Parcel 63879-2

Legend

Doc # Document Number  
O.R. Official Records

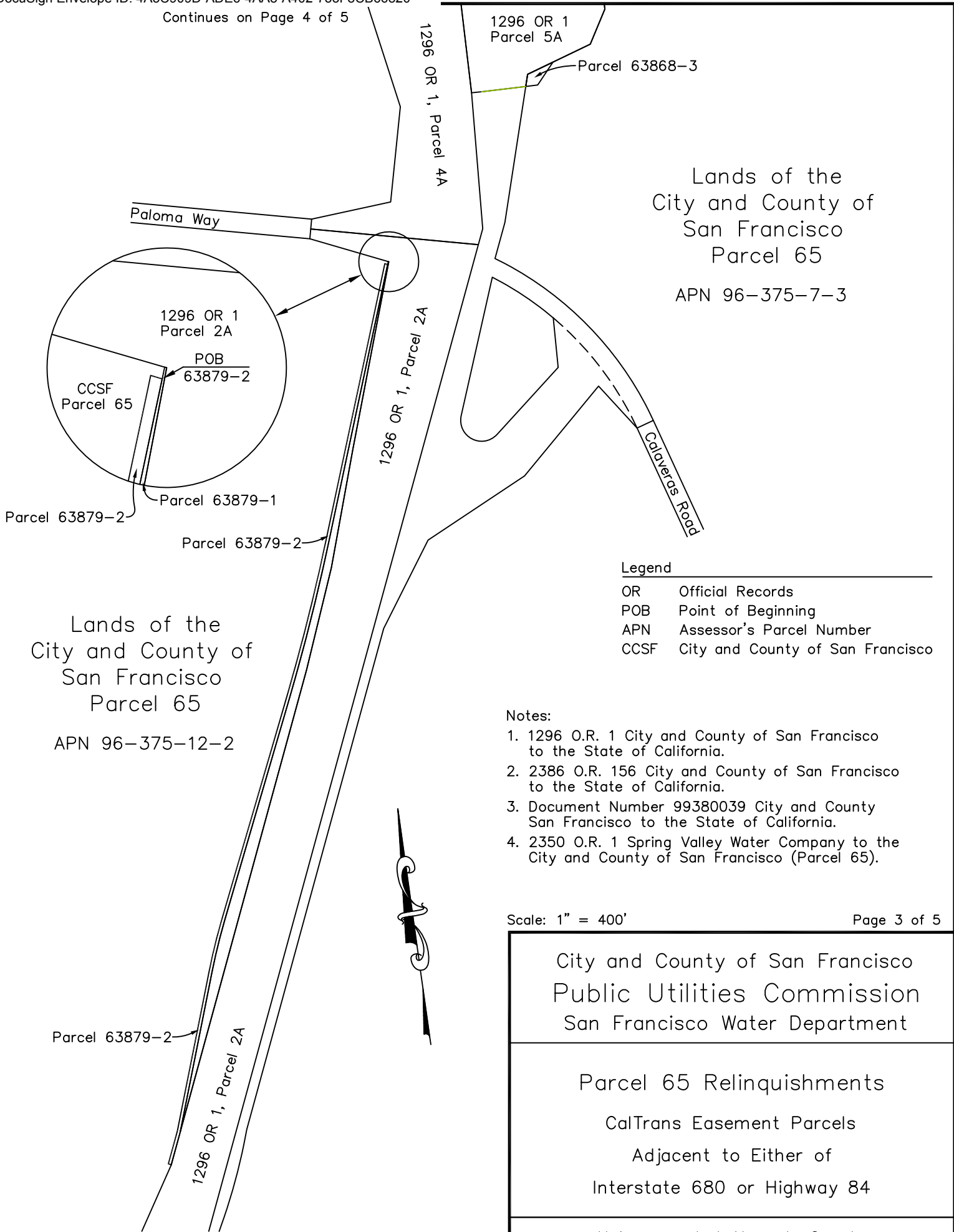
City and County of San Francisco  
Public Utilities Commission  
San Francisco Water Department

Parcel 65 Relinquishments

CalTrans Easement Parcels  
Adjacent to Either of  
Interstate 680 or Highway 84

Unincorporated Alameda County





Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-7-3

Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-12-2

Legend

- OR Official Records
- POB Point of Beginning
- APN Assessor's Parcel Number
- CCSF City and County of San Francisco

Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

Scale: 1" = 400'

Page 3 of 5

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

Parcel 65 Relinquishments  
CalTrans Easement Parcels  
Adjacent to Either of  
Interstate 680 or Highway 84

Unincorporated Alameda County

Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-6-11

Parcel 63869-1  
1296 OR 1  
Parcel 5E

Parcel 63868-1

1296 OR 1, Parcel 4A

Parcel 63868-5

1296 OR 1  
Parcel 5D

2386 OR 156, Parcel 6A

Parcel 63881-2

Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-7-3

1296 OR 1  
Parcel 5C

APN 96-375-6-8

2386 OR 156, Parcel 6B

2386 OR 156, Parcel 6A

Parcel 63881-1

2386 OR 156  
Parcel 7A

Legend

- OR Official Records
- POB Point of Beginning
- APN Assessor's Parcel Number
- CCSF City and County of San Francisco

Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

Scale: 1" = 400'

Page 4 of 5

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

Parcel 65 Relinquishments  
CalTrans Easement Parcels  
Adjacent to Either of  
Interstate 680 or Highway 84

Unincorporated Alameda County



Continues on Page 5 of 5

Continues on Page 3 of 5

Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-6-11

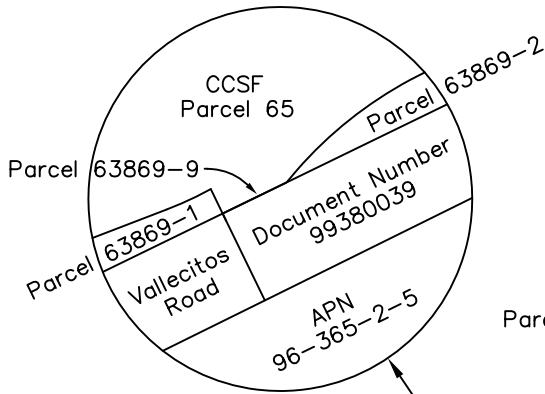


Parcel 63869-4  
Parcel 63869-11  
Document Number 99380039

Parcel 63869-3

Parcel 63869-10

Parcel 63869-7



Legend

- OR Official Records
- POB Point of Beginning
- APN Assessor's Parcel Number
- CCSF City and County of San Francisco

Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

APN 96-365-2-5

Scale: 1" = 400'

Page 5 of 5

Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-7-3

Continues on Page 4 of 3

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

Parcel 65 Relinquishments  
CalTrans Easement Parcels  
Adjacent to Either of  
Interstate 680 or Highway 84

**EXHIBIT 3 TO ABUTTERS RIGHTS DEED**

**Description of City's Real Property**

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

**EXHIBIT E**

**FORM OF ACCESS EASEMENT DEED TO STATE OF CALIFORNIA**

*[see attached]*

RECORDING REQUESTED BY,  
AND WHEN RECORDED RETURN TO:

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

and

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

MAIL TAX STATEMENTS TO:

State of California  
Department of Transportation

Attn: \_\_\_\_\_ **[CONFIRM]**

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 Assessor’s Parcel Nos. 096-0375-006-11, 096-0375-007-03, and 096-0375-012-02

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

**EASEMENT DEED AND AGREEMENT  
(Access Easement)**

THIS EASEMENT DEED AND AGREEMENT (this “**Easement Deed**”) is made by and between the CITY AND COUNTY OF SAN FRANCISCO, a California municipal corporation (“**City**”), acting by and through its Public Utilities Commission (“**SFPUC**”), and the STATE OF CALIFORNIA, a California public agency, acting by and through its DEPARTMENT OF TRANSPORTATION (“**Caltrans**”). Caltrans and City sometimes are referred to collectively in this Agreement as the “**Parties**” or singularly as a “**Party**.”

**RECITALS**

**A.** City, through the SFPUC, owns real property located along State Route 84 (“**SR-84**”) and Interstate 680 (“**I-680**”) in an unincorporated portion of Alameda County, State of California, commonly known as Parcel 65, and generally described in the attached **Exhibit 3** (“**City’s Real Property**”).

**B.** Caltrans, in cooperation with Alameda County Transportation Commission, proposes to widen and conform SR-84 to expressway standards between south of Ruby Hill Drive and the I-680 interchange (the “**Project**”) in or over certain portions of City’s Real Property. The Project seeks to **(1)** alleviate existing and projected traffic congestion and improve traffic circulation between SR-84 and I-680, and in the vicinity of the SR-84/I-680

interchange; (2) improve safety for motorists and cyclists on this segment of SR-84; (3) complete the statutory designation of this segment of SR-84 as an expressway facility; and (4) extend the existing southbound I-680 High Occupancy Vehicle/express lane northward by approximately two (2) miles in the City of Pleasanton, the Town of Sunol, and in unincorporated Alameda County.

C. As a component of the Project, Caltrans seeks to acquire a perpetual, non-exclusive access easement ( the “**Access Easement**”) upon, over, across, and within those portions of City’s Real Property commonly known as and Assessor’s Parcel No. 096-375-012-02 designated as Caltrans Parcel Nos. 63879-2 that is more particularly described in the attached **Exhibit 1**, and shown on the Depiction of Access Easement attached as **Exhibit 2**.

The Access Easement area described in **Exhibit 1**, and depicted in **Exhibit 2** is referred to as the “**Easement Area.**” City is willing to convey such Access Easement in the Easement Area, and Caltrans is willing to accept the Access Easement, on the terms and conditions of this Easement Deed.

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, City hereby quitclaims and conveys to Caltrans the Access Easement in the Easement Area, with the right of ingress and egress from said Easement Area over and across portions of City’s Real Property, on the terms and conditions set forth in this Easement Deed. The attached Exhibits are incorporated into this Easement Deed. The Access Easement shall constitute a perpetual, non-exclusive access easement located within an approximately 30,941 square-foot portion of Assessor’s Parcel No. 096-0375-012-02 designated as Caltrans Parcel No. 63879-2.

1. **Permitted Uses.** The Access Easement includes the right and privilege to maintain the Access Easement, inclusive of all necessary protective barriers and fixtures for use. Caltrans’ right of ingress and egress shall not extend to any portion of said lands that are isolated from the Easement by any public road or highway now crossing or thereafter crossing said lands. City reserves the right to use said Easement Area for purposes that will not interfere with Caltrans’ full enjoyment of the rights granted by this Easement Deed; provided that neither City nor its successors or assigns shall excavate, erect, place, or construct any permanent building or other structures, septic system, leach field, construct any fence, place underground utilities, drill, or operate any well, or construct any reservoir or other obstruction within said Easement Area, or diminish or install anything that will interfere with the rights in this Easement Deed granted to Caltrans within said Easement Area. Caltrans’ rights under this Easement Deed may be exercised by Caltrans, or its officers, directors, members, employees, agents, contractors, subcontractors, suppliers, consultants, employees, licensees, invitees, or representatives, or by any other authorized persons acting for or on Caltrans’ behalf (collectively, “**Agents**”).

2. **Subject to City’s Uses.** Caltrans is aware that the Easement Area constitutes a portion of the SFPUC’s regional water and power transmission systems. Notwithstanding anything to the contrary in this Easement Deed, any and all of Caltrans’ activities under this Easement Deed shall be subject and subordinate at all times to City’s existing and future use of the Easement Area for utility and all other municipal purposes, which may include construction of additional subsurface pipelines within the Easement Area. City shall in no way be liable for any damage or destruction to the personal property of Caltrans or its Agents resulting from any construction, accident, break, repair, assessment, or maintenance of any pipeline or other SFPUC

facilities located on or about the Easement Area. Caltrans acknowledges that City may use the open trench method for access to City's existing or future facilities or pipelines located on or about the Easement Area in the event of maintenance, repair, replacement, construction, or installation of any existing, future or additional pipelines, conduits, transmission lines, tunnels or other SFPUC facilities. City also reserves the right to use the subsurface of City's Real Property for the installation, operation, maintenance, repair, or replacement of public utilities, including pipes, cable, manholes, or other infrastructure typically required for utility lines; provided, however, that such installation, operation, maintenance, repair, or replacement shall not unreasonably restrict Caltrans' rights to access the Easement Area. The rights granted in this Easement Deed are subject to any prior and existing rights of third parties, if any. Caltrans shall be solely liable for the interference of any prior and existing third-party rights. City reserves the right to grant, at its sole and absolute discretion, nonexclusive rights to other third parties within the Easement Area. City will require such other third parties to consult with Caltrans on design, location, and construction activities, but Caltrans shall have no rights of approval or disapproval.

**3. Exercise of Due Care.** Caltrans shall use and shall cause its Agents (defined in **Section 1** [Permitted Uses] above) to use, due care at all times to avoid any damage or harm to City's water pipelines, facilities, or other property and to native vegetation and natural attributes of the Easement Area and to minimize slope erosion. Caltrans shall not disturb the surface of the Easement Area or perform any excavation work without City's prior written approval, which City may withhold at its sole discretion. City may condition and/or oversee any permitted excavation work. At its own expense, Caltrans shall mark the location of City's water pipelines or other facilities within the Easement Area and shall not use any pick, plow, or other sharp tool to remove the two feet (2') of soil around the pipelines or other facilities, provided that Caltrans may use hand shovels or pneumatic shovels in compliance with all other terms and conditions of this Easement Deed. Caltrans shall immediately inform City of any actual or potential damage to the coating of the pipeline, and any such damage shall be promptly repaired by Caltrans, at its own expense, to City's satisfaction prior to backfilling; provided, at its sole discretion, City may elect to make any necessary repairs itself, at Caltrans' sole cost, by notifying Caltrans of such fact. Upon completion of the repairs, City shall send to Caltrans a bill therefor, which Caltrans shall pay within thirty (30) days following receipt. Under no circumstances shall Caltrans damage, harm, or remove any rare, threatened, or endangered species present on or about the Easement Area.

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

**5. Indemnity.** Caltrans shall indemnify, defend, reimburse, and hold harmless City, its officers, agents, employees, and contractors, and each of them, from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind, including without limitation, all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom ("**Claims**"), arising in any manner out of (a) injury to or death of any person or damage to or destruction of any property occurring in, on or about the Easement Area, when such injury, death, damage or destruction is caused by the person or property of Caltrans, its Agents, or invitees, guests, or business visitors (collectively, "**Invitees**"), or third persons, relating to Caltrans' use or activity under this Easement Deed, (b) any failure by Caltrans to faithfully observe or perform any of the



terms, covenants, or conditions of this Easement Deed, **(c)** the use of the Easement Area or any activities conducted thereon by Caltrans or its Agents or Invitees, or **(d)** any release or discharge, or threatened release or discharge, of any Hazardous Material caused or allowed by Caltrans or its Agents or Invitees, on, in, under or about the Easement Area, any improvements or into the environment; except solely to the extent arising out of or caused by the negligence or willful misconduct of City or its authorized representatives. Caltrans' obligations under this Section shall survive the termination of the Easements, with respect to events occurring prior to such termination.

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

**7. Restrictions on Use.**

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

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

**(c) Hazardous Material.** Caltrans shall not cause, nor shall Caltrans allow any of its Agents or Invitees to cause, any Hazardous Material (defined below) to be brought upon, kept, used, stored, generated, released, or disposed of in, on, under, or about the Easement Area, or transported to, from, or over the Easement Area, except that Caltrans is permitted to bring onto the Easement Area products and materials commonly used in or essential to the Project that may contain material considered hazardous, provided that any such products and materials shall 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 use of the Easements.

Caltrans shall immediately notify City when Caltrans learns of, or has reason to believe that, a release of Hazardous Material has occurred in, on, under, or about the Easement Area. In the event that any Hazardous Material brought to the Easement Area by Caltrans or any of its Agents or Invitees is spilled or leaked or otherwise released on the Easement Area as a result of Caltrans' exercise of this Easement Deed, Caltrans shall promptly take all steps necessary to remove any contamination resulting from such activities. Caltrans accepts full responsibility for all activities and costs incurred related to cleaning up the Easement Area from the effects of such spill or leak. With respect to Hazardous Material brought to the Easement Area by Caltrans or its Agents or Invitees, Caltrans shall be responsible for meeting, and possessing the means to satisfy, the requirements of all federal, state, and local controlling agencies, which may have jurisdiction over the region in which the Easement Area is located or

over the substance being used by Caltrans on the Easement Area. In the event that Caltrans or its Agents or Invitees cause a release of Hazardous Material, at City's discretion, Caltrans shall either remediate, at Caltrans' sole cost, such contaminated property to the satisfaction of the regulatory agency having jurisdiction over same or reimburse City for its costs in performing such remediation. Caltrans shall further comply with all applicable Laws that require notice of such releases or threatened releases to governmental agencies, and shall take all action necessary or desirable to mitigate the release or minimize the spread of contamination. In connection with any release of Hazardous Material on or about the Easement Area, Caltrans shall afford City a full opportunity to negotiate and participate in any discussion with governmental agencies and environmental consultants regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Material, and any other abatement or clean-up plan, strategy, and procedure.

For purposes of this Easement Deed, "**Hazardous Material**" means material that, because of its quantity, concentration, or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state, or local governmental authority to pose a present or potential hazard to public health, welfare, or the environment. Hazardous Material includes, without limitation, 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 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 Area or are naturally occurring substances in the Easement Area; and any petroleum, including crude oil or any fraction thereof, natural gas or natural gas liquids, provided, the foregoing shall not prohibit Caltrans from traversing to, from, and across the Easement Area in standard motor vehicles that do not exceed the weight limitations set forth below. The term "**release**" or "**threatened release**" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under, or about the Easement Area.

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

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

If any portion of the Easement Area or any City property located on or about the Easement Area is damaged or threatened by any of the activities conducted by Caltrans or its Agents or Invitees, at its sole cost, Caltrans shall immediately notify City of such damage or threat by **(a)** telephoning the SFPUC's Millbrae Dispatch facility by telephone at (650) 872-5900 of any emergency or incident requiring emergency response., and **(b)** providing written notice in accordance with **Section 17** [Notices] below. At its option, City may remedy such damage or threat at Caltrans' sole cost, or City may elect to witness Caltrans' repair work. If City elects not to remedy such damage or threat, Caltrans shall repair any and all such damage and restore the Easement Area or property to its previous condition subject to City's inspection, review, and approval. City has no responsibility or liability of any kind with respect to any utilities that may be on, in, or under the Easement Area. Caltrans is solely responsible for the location of any such utilities and other existing facilities and their protection from damage. Caltrans shall be solely responsible to arrange and pay directly for any utilities or services necessary for its activities pursuant to this Easement Deed; provided, Caltrans shall obtain City's prior written approval to the provision of such services or utilities in, on, under, or through the Easement Area.

**(f) Use of Adjoining Land.** Caltrans acknowledges that the privilege given under this Easement Deed shall be limited strictly to the Easement Area. Caltrans shall not traverse over or otherwise use any adjoining lands of City.

**(g) Ponding; Water Courses.** Caltrans shall not cause any ponding on the Easement Area or any flooding on adjacent land. Caltrans 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 Easement Area, nor shall Caltrans engage in any activity that could pollute or degrade any surface or subsurface waters or result in the diminution or drainage of such waters.

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

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

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

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

(iv) If the depth of the soil cover over the pipeline (determined by potholing or other proof procedure) is less than the minimum stated in **subsection (i)** above, unless an alternate method is approved by the SFPUC in writing, all excavation and grading over the pipeline shall be performed manually. For any machinery or equipment excavation and grading over and/or within twenty feet (20') of each side of the centerline of the pipeline (measured on the surface), Caltrans shall submit a written proposal together with all supporting calculations and data to the SFPUC for review and approval. In any case, the two feet (2') of soil around the pipeline shall be removed manually or by other methods approved by the SFPUC with due care as provided in **Section 3** [Exercise of Due Care] above.

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

**9. Compliance with Laws.** At its expense, Caltrans shall conduct and cause to be conducted all activities on the Easement Area allowed under this Easement Deed in a safe and reasonable manner and in compliance with all Laws of any governmental or other regulatory entity (including, without limitation, 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.

**10. Maintenance.** At its expense, Caltrans shall repair and maintain the Easement Area as to wear and tear caused by the proportionate use of the Easement Area by Caltrans and its Agents, but not wear and tear caused by use of the Easement Area by others.

**11. Approval of Approved Plans.** If Caltrans, at its sole cost and expense, Caltrans desires to construct and/or install any improvements in the Easement Area, Caltrans shall submit plans and specifications with drawings (the "**Approved Plans**") in advance for City's approval. Subject to the terms and conditions of this Easement Deed, Caltrans shall maintain any such improvements in a good, safe condition and repair. Any Approved Plans may be revised or amended only with City's prior written approval, at its sole discretion, after the SFPUC's Bureau of Environmental Management has determined that no further environmental review is required by CEQA as a result of any such revision or amendment. City's consent to or approval of any improvements, equipment, or fixtures shall not relieve Caltrans or its Agents from any liability for negligence, errors, or omissions associated with the design and construction of the such improvements. In no event shall City's approval of the Approved Plans or any future revisions or amendments to the Approved Plans be deemed to constitute a representation or warranty by City concerning the suitability of the improvements, equipment, or fixtures for Caltrans' purposes or that the work called for in the Approved Plans complies with applicable Laws or industry standards nor shall such approval release Caltrans from its obligation to supply plans and specifications that conform to any applicable Laws, including applicable building codes and industry standards.

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

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

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

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

**City or the SFPUC:** Real Estate Services Division  
San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 10<sup>th</sup> Floor  
San Francisco, California 94102  
Attn: Real Estate Director  
Re: Caltrans SR-84/I-680 Highway Widening

with a copy to: Office of the City Attorney of San Francisco  
Real Estate/Finance Team  
1 Dr. Carlton B Goodlett Place  
San Francisco, California 94012  
Attn: Richard Handel, Deputy City Attorney

**State:** State of California  
Department of Transportation  
Right of Way and Land Surveys

\_\_\_\_\_  
\_\_\_\_\_  
Attn: Mark L. Weaver, Deputy District Director  
**[CONFIRM]**

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_ **[CONFIRM]**

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

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

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

**18. General Provisions.** (a) This Easement Deed may be amended or modified only by a writing signed by City and Caltrans. (b) No waiver by any party of any of the provisions of this Easement Deed shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. (c) All approvals and determinations of City requested, required, or permitted hereunder may be made by the General Manager of the SFPUC. (d) This instrument (including the attached exhibits) contains the entire agreement between the parties and all prior written or oral negotiations, discussions, understandings, and agreements are merged into this Easement Deed. (e) The section and other headings of this Easement Deed are for convenience of reference only and shall be disregarded in the interpretation of this Easement Deed. (f) Time is of the essence. (g) This Easement Deed shall be governed by California law and City’s Charter and Administrative Code. (h) If either party commences an action against the other or a dispute arises under this Easement Deed, the prevailing party shall be entitled to recover from the other party reasonable attorneys’ fees and costs. For purposes of this Easement Deed, City’s reasonable attorneys’ fees shall be based on the fees regularly charged by private attorneys in City with comparable experience. (i) The obligations of Caltrans under this Easement Deed shall be joint and several. (j) This Easement Deed has been drafted through a cooperative effort of City and Caltrans, and both parties have had an opportunity to have this Easement Deed reviewed and revised by legal counsel. No party shall be considered the drafter of this Easement Deed, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Easement Deed. (k) Use of the word “including” or similar words shall not be construed to limit any general term, statement, or other matter in this Easement Deed, whether or not language of non-limitation, such as “without limitation,” “but not limited to,” or similar words, are used. (l) Notwithstanding anything to the contrary contained in this Easement Deed, City acknowledges and agrees that no officer or employee of City has authority to commit City to this Easement Deed unless and until a resolution approving this Easement Deed of City’s Public Utilities Commission and City’s Board of Supervisors and Mayor, shall have been duly adopted and approved. Therefore, any obligations or liabilities of City under this Easement Deed are contingent upon enactment of such

a resolution and ordinance, and this Easement Deed shall be null and void if City's SFPUC, Board of Supervisors and Mayor do not approve this Easement Deed, at their respective sole discretion.

*[SIGNATURES ON FOLLOWING PAGE]*

Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

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

DESCRIPTION CHECKED/APPROVED:

By: \_\_\_\_\_  
Tony Durkee  
Chief Surveyor

APPROVED AS TO FORM:

DENNIS J. HERRERA  
City Attorney

By: \_\_\_\_\_  
Richard Handel  
Deputy City Attorney



**ACKNOWLEDGMENT**

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

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

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

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

WITNESS my hand and official seal.

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

**CERTIFICATE OF ACCEPTANCE**

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

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

**ADETOKUNBO OMISHAKIN**

Director of Transportation

By \_\_\_\_\_

MARK L. WEAVER, Attorney in Fact

Deputy District Director

Right of Way and Land Surveys

**EXHIBIT 1 TO EASEMENT DEED**

**Description of Access Easement**

All that certain real property in Alameda County described and being a portion of Parcel 65 in the Indenture to the City and County of San Francisco, a municipal corporation of the State of California, dated and recorded March 3, 1930, in Book 2350, at Page 1, of the Official Records of Alameda County, and more particularly described as a portion of Assessor's Parcel Number 096-0375-012-02, and designated and described as Caltrans Parcel No. 63879-2.

*[see attached]*

Number

63879-2

**Exhibit "1"****PARCEL 63879-2**

A parcel of land situate in the unincorporated area of the County of Alameda, State of California, being a portion of Parcel 65 as described in the Indenture to the City and County of San Francisco, a municipal corporation of the State of California, recorded March 3, 1930 in Book 2350 at Page 1, Official Records of said County, being more particularly described as follows:

An easement for access purposes in and to that portion of said Parcel 65 described as follows:

**COMMENCING** at a point on the general westerly line of PARCEL 2A as described in the Final Order of Condemnation recorded August 25, 1964 in Reel 1296 Image 1, Official Records of said County, said point of commencement being the northerly terminus of the course described as "N. 18°50'14" E., 638.13 feet" in said Final Order of Condemnation (North 18°50'14" East for purposes of this description); thence along said general westerly line, North 65°50'00" West 1.75 feet; thence departing said general westerly line, South 19°59'49" West 10.03 feet to the **TRUE POINT OF BEGINNING**; thence continuing South 19°59'49" West 951.83 feet; thence southwesterly, along the arc of a curve to the right, concave to the northwest, having a radius of 7,152.58 feet, through a central angle of 4°16'33", an arc distance of 533.77 feet; thence South 24°16'22" West 774.04 feet; thence southwesterly, along the arc of a curve to the left, concave to the southeast, having a radius of 1,978.00 feet, through a central angle of 5°01'35", an arc distance of 173.53 feet; thence South 19°14'47" West 545.19 feet to a point on said general westerly line; thence along said general westerly line, South 23°18'17" West 116.01 feet; thence departing said general westerly line, North 62°21'48" West 10.03 feet; thence North 23°18'17" East 114.90 feet; thence North 19°14'47" East 544.83 feet; thence northeasterly, along the arc of a curve to the right, concave to the southeast, having a radius of 1,988.00 feet, through a central angle of 5°01'35", an arc distance of 174.40 feet; thence North 24°16'22" East 774.04 feet; thence northeasterly, along the arc of a curve to the left, concave to the northwest, having a radius of 7,142.58 feet, through a central angle of 4°16'33", an arc distance of 533.02 feet; thence North 19°59'49" East 952.56 feet; thence South 65°50'00" East 10.03 feet to the **TRUE POINT OF BEGINNING**.

CONTAINING 30,941 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983 (CCS83) Zone 3, Epoch 2010.00. Multiply distances by 1.0000871 to obtain ground distances.

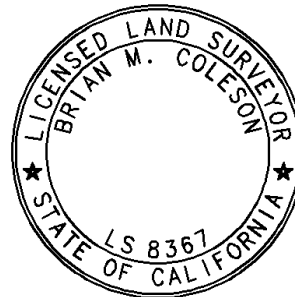
This real property description has been prepared by me, or under my direction, in conformance with the California Professional Land Surveyors' Act.



Brian M. Coleson, LS 8367

5/4/2021

Date

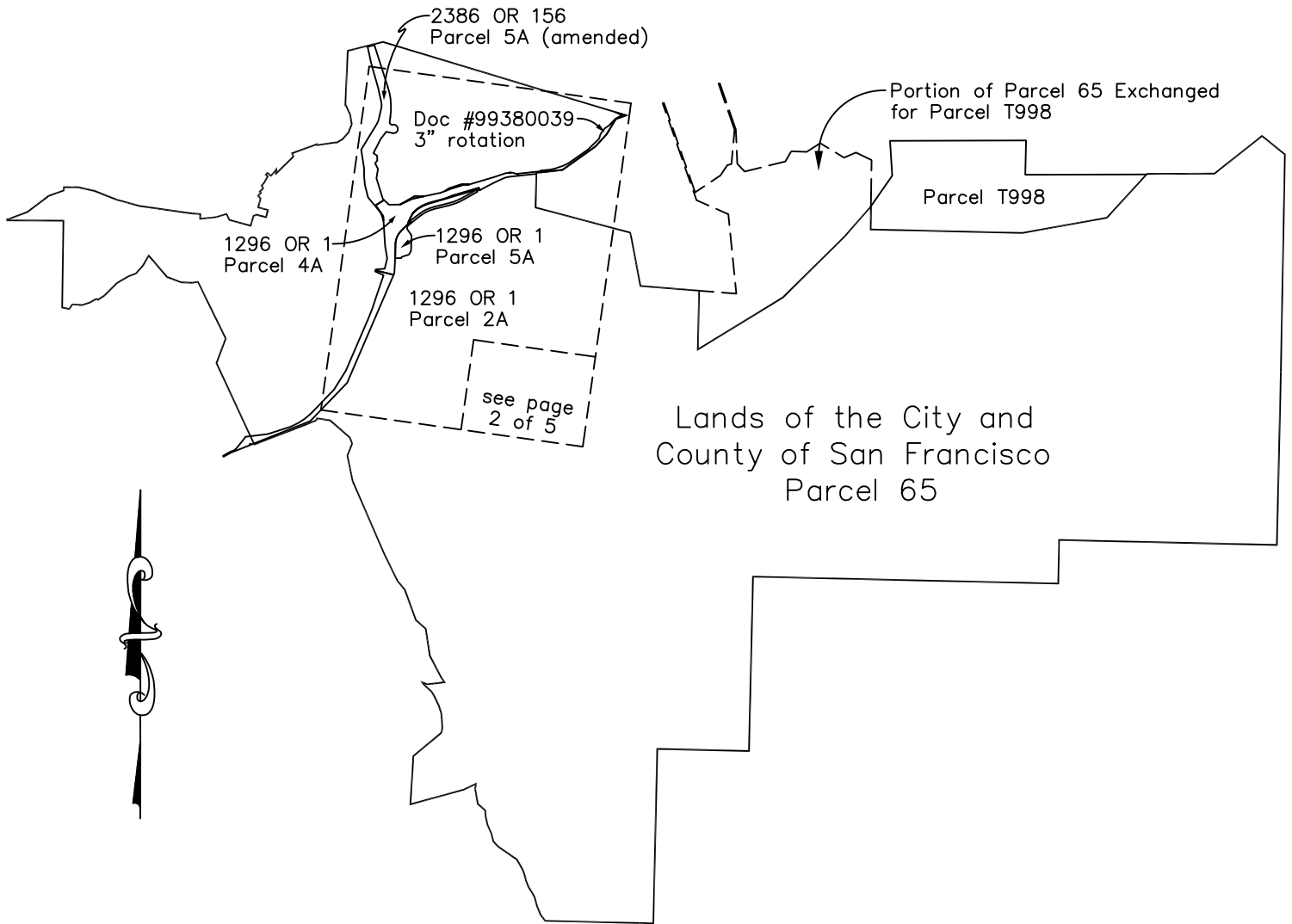


**EXHIBIT 2 TO EASEMENT DEED**

**Depiction of Access Easement**

(Assessor's Parcel No. 096-0375-012-02;  
Caltrans Parcel No. 63879-2)

*[see attached]*



Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

Legend

Doc # Document Number  
 O.R. Official Records

Scale: 1" = 5000'

Page 1 of 5

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

Parcel 65 Relinquishments

CalTrans Easement Parcels  
 Adjacent to Either of  
 Interstate 680 or Highway 84

Unincorporated Alameda County

Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-6-11

Parcel 63869-11

Parcel 63869-10

2386 OR 156  
Parcel 5A (amended)

Parcel 63869-9

Parcel 63868-4

1296 OR 1  
Parcel 5E

Doc #99380039  
3" rotation

1296 OR 1  
Parcel 5D

Parcel 63868-5

APN 96-365-2-5

1296 OR 1  
Parcel 5C

2386 OR 156, Parcel 6A

2386 OR 156, Parcel 6B

APN 96-375-6-8

1296 OR 1  
Parcel 4A

2386 OR 156  
Parcel 7A

1296 OR 1  
Parcel 5A

Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-7-3

Doc #1999444755

1296 OR 1  
Parcel 2A

Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

Scale: 1" = 1000'

Page 2 of 5

APN 96-375-12-2

Parcel 63879-2

Legend

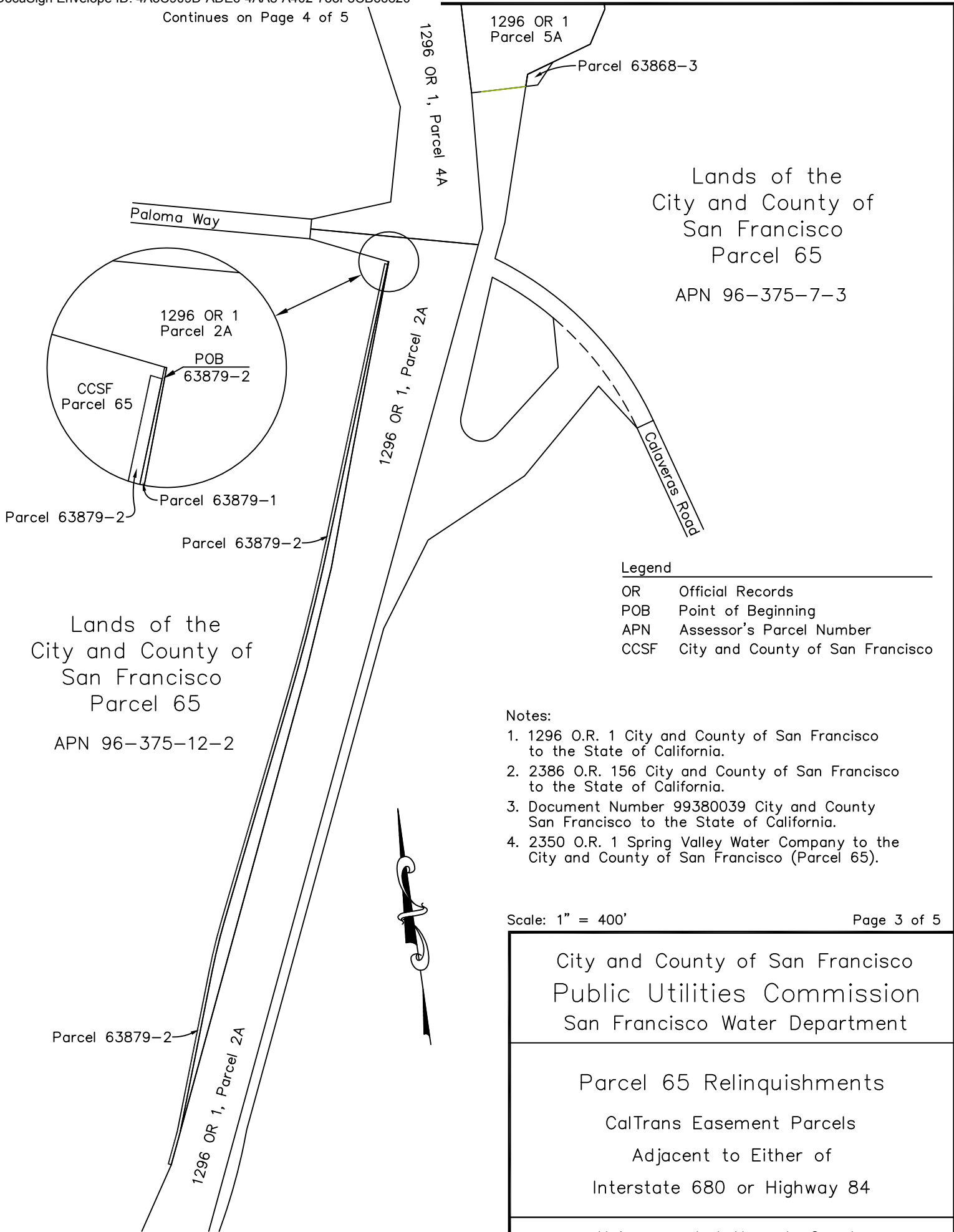
Doc # Document Number  
O.R. Official Records

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

Parcel 65 Relinquishments

CalTrans Easement Parcels  
Adjacent to Either of  
Interstate 680 or Highway 84

Unincorporated Alameda County



Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-7-3

Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-12-2

Legend

- OR Official Records
- POB Point of Beginning
- APN Assessor's Parcel Number
- CCSF City and County of San Francisco

Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

Scale: 1" = 400'

Page 3 of 5

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

Parcel 65 Relinquishments  
CalTrans Easement Parcels  
Adjacent to Either of  
Interstate 680 or Highway 84

Unincorporated Alameda County

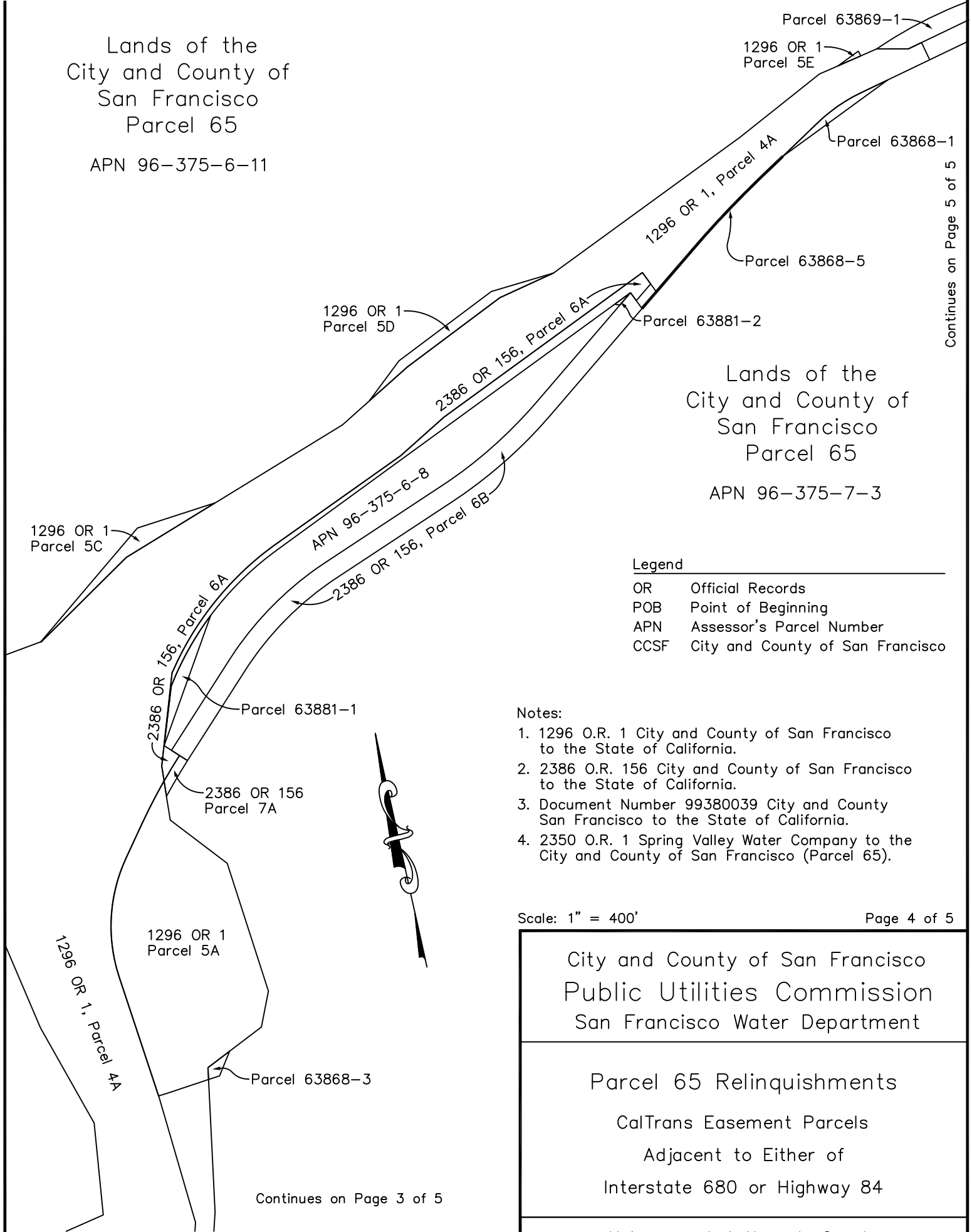


Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-6-11

Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-7-3



Legend

- OR Official Records
- POB Point of Beginning
- APN Assessor's Parcel Number
- CCSF City and County of San Francisco

Notes:

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2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
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Scale: 1" = 400'

Page 4 of 5

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

Parcel 65 Relinquishments  
CalTrans Easement Parcels  
Adjacent to Either of  
Interstate 680 or Highway 84

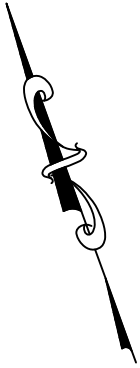
Unincorporated Alameda County

Continues on Page 3 of 5

Continues on Page 5 of 5

Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-6-11

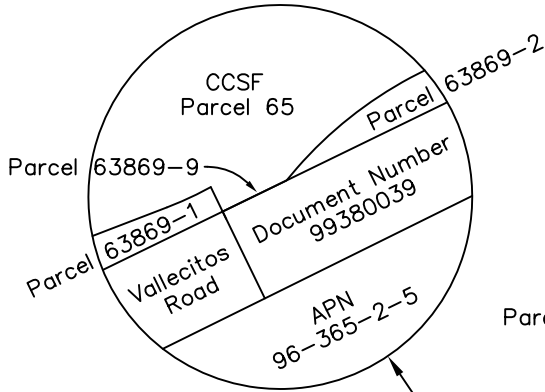


Parcel 63869-4  
Parcel 63869-11  
Document Number 99380039

Parcel 63869-3

Parcel 63869-10

Parcel 63869-7



Legend

- OR Official Records
- POB Point of Beginning
- APN Assessor's Parcel Number
- CCSF City and County of San Francisco

Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

APN 96-365-2-5

Scale: 1" = 400'

Page 5 of 5

Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-7-3

Continues on Page 4 of 3

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

Parcel 65 Relinquishments  
CalTrans Easement Parcels  
Adjacent to Either of  
Interstate 680 or Highway 84

**EXHIBIT 3 TO EASEMENT DEED**

**Description of City's Real Property**

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

**EXHIBIT F**

**FORM OF RETAINING WALL EASEMENT DEED TO STATE OF CALIFORNIA**

*[see attached]*

RECORDING REQUESTED BY,  
AND WHEN RECORDED RETURN TO:

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

and

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

MAIL TAX STATEMENTS TO:

State of California  
Department of Transportation

Attn: \_\_\_\_\_ **[CONFIRM]**

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 Assessor's Parcel No. 096-0375-006-11.

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

**EASEMENT DEED AND AGREEMENT  
(Retaining Walls)**

THIS EASEMENT DEED AND AGREEMENT (this "**Easement Deed**") is made by and between the CITY AND COUNTY OF SAN FRANCISCO, a California municipal corporation ("**City**"), acting by and through its Public Utilities Commission ("**SFPUC**"), and the STATE OF CALIFORNIA, a California public agency, acting by and through its DEPARTMENT OF TRANSPORTATION ("**Caltrans**"). Caltrans and City sometimes are referred to collectively in this Agreement as the "**Parties**" or singularly as a "**Party**."

**RECITALS**

**A.** City, through the SFPUC, owns real property located along State Route 84 ("**SR-84**") and Interstate 680 ("**I-680**") in an unincorporated portion of Alameda County, State of California, commonly known as Parcel 65 and described in the attached **Exhibit 3** ("**City's Real Property**").

**B.** Caltrans, in cooperation with Alameda County Transportation Commission, proposes to widen and conform SR-84 to expressway standards between south of Ruby Hill Drive and the I-680 interchange (the "**Project**") in or over certain portions of City's Real Property. The Project seeks to **(1)** alleviate existing and projected traffic congestion and improve traffic circulation between SR-84 and I-680, and in the vicinity of the SR-84/I-680

interchange; (2) improve safety for motorists and cyclists on this segment of SR-84; (3) complete the statutory designation of this segment of SR-84 as an expressway facility; and (4) extend the existing southbound I-680 High Occupancy Vehicle/express lane northward by approximately two (2) miles in the City of Pleasanton, the Town of Sunol, and in unincorporated Alameda County.

C. As a component of the Project, Caltrans desires to reinforce a retaining wall that will be within the public right of way and seeks four (4) perpetual, non-exclusive retaining wall easements situated within those portions of City's Real Property commonly known as Assessor's Parcel No. 096-375-06-011, more particularly described in the Description of Retaining Wall Easements (the "**Easements**") attached as **Exhibit 1** and **Exhibit 1-1** and shown in the attached **Exhibit 2** (the "**Easement Area**"). City is willing to convey such Easements in the Easement Area, and Caltrans is willing to accept the Easements, on the terms and conditions of this Easement Deed.

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, City hereby quitclaims and conveys to Caltrans the Easements upon, over, across, and in portions of City's Real Property, together with the right of ingress and egress from said Easements over and across said lands, on the terms and conditions set forth in this Easement Deed. The attached Exhibits are incorporated into this Easement Deed.

1. **Easements.** City hereby quitclaims and conveys to Caltrans the Easements upon, over, across, and within the portions of City's Real Property described below:

(a) An approximately 10,324 square-foot portion of such parcel designated as Caltrans Parcel No. 63869-5 that is more particularly described in the attached **Exhibit 1** and **Exhibit 1-1** and depicted approximately on the attached **Exhibit 2**;

(b) An approximately 30,788 square-foot portion of such parcel designated as Caltrans Parcel No. 63869-6 that is more particularly described in the attached **Exhibit 1** and **Exhibit 1-1** and depicted approximately on the attached **Exhibit 2**;

(c) An approximately 20,136 square-foot portion of such parcel designated as Caltrans Parcel No. 63869-7 that is more particularly described in the attached **Exhibit 1** and **Exhibit 1-1** and depicted approximately on the attached **Exhibit 2**.

(d) An approximately 7,449 square-foot portion of such parcel designated as Caltrans Parcel No. 63869-8 that is more particularly described in the attached **Exhibit 1** and **Exhibit 1-1** and depicted approximately on the attached **Exhibit 2**.

2. **Permitted Uses.** The Easements include the right and privilege to maintain each retaining wall, inclusive of all necessary nail supports, fences, protective barriers, and fixtures for use in connection with the Easements. The Easements include the right to modify, remove, or replace the retaining walls, provided that Caltrans obtains City's approval of the proposed modification, removal and/or replacement, which approval shall not be unreasonably withheld, conditioned, or delayed. In an emergency, however, Caltrans may make such modifications as are reasonably necessary under the circumstances to preserve or restore the safe use of the Easements, without City's prior approval, provided that Caltrans shall give City such notice of the modifications as is reasonable under the circumstances, which may be retroactively. Further,

the Easements include the right of ingress to and egress from the Easement Areas over and across City's Real Property provided that Caltrans' right of ingress and egress shall not extend to any portion of City's Real Property that is isolated from the Easements by any public road or highway now crossing or thereafter crossing City's Real Property. City reserves the right to use said Easement Area for purposes that will not interfere with Caltrans' full enjoyment of the rights granted by this Easement Deed; provided that neither City nor its successors or assigns shall excavate, erect, place, or construct any permanent building or other structures, septic system, leach field, construct any fence, place underground utilities, drill, or operate any well, or construct any reservoir or other obstruction within said Easement Area, or diminish or install anything that will interfere with the rights in this Easement Deed granted to Caltrans within said Easement Area. Caltrans' rights under this Easement Deed may be exercised by Caltrans and its officers, directors, members, employees, agents, contractors, subcontractors, consultants, licensees, invitees, or representatives, or by any other authorized persons acting for or on Caltrans' behalf (collectively, "**Agents**").

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

**4. Exercise of Due Care.** Caltrans shall use and shall cause its Agents (defined in **Section 2** [Permitted Uses] above) to use, due care at all times to avoid any damage or harm to City's water pipelines, facilities, or other property and to native vegetation and natural attributes of the Easement Area and to minimize slope erosion. Except as permitted pursuant to **Section 12** [Construction and Ownership of Retaining Walls] below, Caltrans shall not disturb the surface of the Easement Area or perform any excavation work without City's prior written approval, which City may withhold at its sole discretion. City may condition and/or oversee any permitted excavation work. At its own expense, Caltrans shall mark the location of City's water pipelines

or other facilities within the Easement Area and shall not use any pick, plow, or other sharp tool to remove the two feet (2') of soil around the pipelines or other facilities, provided that Caltrans may use hand shovels or pneumatic shovels in compliance with all other terms and conditions of this Easement Deed. Caltrans shall immediately inform City of any actual or potential damage to the coating of the pipeline, and any such damage shall be promptly repaired by Caltrans, at its own expense, to City's satisfaction prior to backfilling; provided, at its sole discretion, City may elect to make any necessary repairs itself, at Caltrans' sole cost, by notifying Caltrans of such fact. Upon completion of the repairs, City shall send to Caltrans a bill therefor, which Caltrans shall pay within thirty (30) days following receipt. Under no circumstances shall Caltrans damage, harm, or take any rare, threatened, or endangered species present on or about the Easement Area.

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

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

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

**8. Restrictions on Use.**

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



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

(c) **Hazardous Material.** Caltrans shall not cause, nor shall Caltrans allow any of its Agents or Invitees to cause, any Hazardous Material (defined below) to be brought upon, kept, used, stored, generated, released, or disposed of in, on, under, or about the Easement Area, or transported to, from, or over the Easement Area, except that Caltrans is permitted to bring onto the Easement Area products and materials commonly used in or essential to the installation of the retaining walls that may contain material considered hazardous, provided that any such products and materials shall 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 use of the Easements.

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

For purposes of this Easement Deed, "**Hazardous Material**" means material that, because of its quantity, concentration, or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state, or local governmental authority to pose a present or potential hazard to public health, welfare, or the environment. Hazardous Material includes 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 Area or are naturally occurring substances in the Easement Area; and any petroleum, including crude oil or any fraction thereof, natural gas or natural gas liquids, provided, the foregoing shall not prohibit Caltrans from traversing to, from, and across the Easement Area in standard motor vehicles that do not exceed the weight limitations set forth below. The term “**release**” or “**threatened release**” when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under, or about the Easement Area.

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

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

If any portion of the Easement Area or any City property located on or about the Easement Area is damaged or threatened by any of the activities conducted by Caltrans or its Agents or Invitees, at its sole cost, Caltrans shall immediately notify City of such damage or threat by **(a)** telephoning the SFPUC's Millbrae Dispatch facility by telephone at (650) 872-5900 of any emergency or incident requiring emergency response., and **(b)** providing written notice in accordance with **Section 17** [Notices] below. At its option, City may remedy such damage or threat at Caltrans' sole cost, or City may elect to witness Caltrans' repair work. If City elects not to remedy such damage or threat, Caltrans shall repair any and all such damage and restore the Easement Area or property to its previous condition subject to City's inspection, review, and approval. City has no responsibility or liability of any kind with respect to any utilities that may be on, in, or under the Easement Area. Caltrans is solely responsible for the location of any such utilities and other existing facilities and their protection from damage. Caltrans shall be solely responsible to arrange and pay directly for any utilities or services necessary for its activities pursuant to this Easement Deed; provided, Caltrans shall obtain City's prior written approval to the provision of such services or utilities in, on, under, or through the Easement Area.

**(f) Use of Adjoining Land.** Caltrans acknowledges that the privilege given under this Easement Deed shall be limited strictly to the Easement Area. Caltrans shall not traverse over or otherwise use any adjoining lands of City.

(g) **Ponding; Water Courses.** Caltrans shall not cause any ponding on the Easement Area or any flooding on adjacent land. Caltrans 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 Easement Area, nor shall Caltrans engage in any activity that could pollute or degrade any surface or subsurface waters or result in the diminution or drainage of such waters.

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

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

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

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

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

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

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

**11. Maintenance.** At its expense, Caltrans shall repair and maintain the Easement Area as to wear and tear caused by the proportionate use of the Easement Area by Caltrans and its Agents, but not wear and tear caused by use of the Easement Area by others.

**12. Construction and Ownership of Retaining Walls.** The Parties acknowledge that the retaining walls, once constructed by Caltrans within the Easement Area in accordance with the plans and specifications described on the attached **Exhibit 4** (the “**Approved Plans**”) shall belong to Caltrans. Subject to the terms and conditions of this Easement Deed, at its sole cost and expense, Caltrans may construct or cause the construction of modifications, additions, or replacements of such retaining walls and shall, at its sole cost and expense, maintain the retaining walls in good, safe condition and repair.

**13. Approval of Caltrans’ Approved Plans.** Caltrans shall construct and install any improvements in the Easement Area, including modifications, additions, or replacements to the retaining walls, in strict accordance with the Approved Plans (including drawings) approved in advance and in writing by City. Any Approved Plans may be revised or amended only with City’s prior written approval, at its sole discretion, after the SFPUC’s Bureau of Environmental Management has determined that no further environmental review is required by CEQA as a result of any such revision or amendment. City’s consent to or approval of any improvements, equipment, or fixtures shall not relieve Caltrans or its Agents from any liability for negligence, errors, or omissions associated with the design and construction of the retaining walls. In no event shall City’s approval of the Approved Plans or any future revisions or amendments to the Approved Plans be deemed to constitute a representation or warranty by City concerning the suitability of the improvements, equipment, or fixtures for Caltrans’ purposes or that the work called for in the Approved Plans complies with applicable Laws or industry standards nor shall such approval release Caltrans from Caltrans’ obligation to supply plans and specifications that conform to any applicable Laws, including building codes, and industry standards.

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

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

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

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

**City or the SFPUC:** Real Estate Services Division  
San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 10<sup>th</sup> Floor  
San Francisco, California 94102  
Attn: Real Estate Director  
Re: Caltrans SR-84/I-680 Highway Widening

with a copy to: Office of the City Attorney of San Francisco  
Real Estate/Finance Team  
1 Dr. Carlton B Goodlett Place  
San Francisco, California 94012  
Attn: Richard Handel, Deputy City Attorney

**State:** State of California  
Department of Transportation  
Right of Way and Land Surveys  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: Mark L. Weaver, Deputy District Director  
**[CONFIRM]**

with a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_ **[CONFIRM]**

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

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

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

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

*[SIGNATURES ON FOLLOWING PAGE]*

Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

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

DESCRIPTION CHECKED/APPROVED:

By: \_\_\_\_\_  
Tony Durkee  
Chief Surveyor

APPROVED AS TO FORM:

DENNIS J. HERRERA  
City Attorney

By: \_\_\_\_\_  
Richard Handel  
Deputy City Attorney

**ACKNOWLEDGMENT**

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

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

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

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

WITNESS my hand and official seal.

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



**CERTIFICATE OF ACCEPTANCE**

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

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

**ADETOKUNBO OMISHAKIN**  
Director of Transportation

By \_\_\_\_\_

MARK L. WEAVER, Attorney in Fact  
Deputy District Director  
Right of Way and Land Surveys

**Exhibit 1 to Easement Deed**

**Description of Retaining Wall Easements**

All that certain real property in Alameda County described and being a portion of Parcel 65 in the Indenture to the City and County of San Francisco, a municipal corporation of the State of California, dated and recorded March 3, 1930, in Book 2350, at Page 1, of the Official Records of Alameda County, and more particularly described as Assessor's Parcel Number 096-0375-006-11, and further designated as Parcels 63869-5 through 63869-8 in attached **Exhibit 1-1**.

**Exhibit 1-1 to Easement Deed**

**Description of Retaining Wall Easements**

(Assessor's Parcel No. 096-0375-006-11;  
Caltrans Parcel Nos. 63869-5 through 63869-8)

*[see attached]*

Number

63879-2

**Exhibit "1"****PARCEL 63879-2**

A parcel of land situate in the unincorporated area of the County of Alameda, State of California, being a portion of Parcel 65 as described in the Indenture to the City and County of San Francisco, a municipal corporation of the State of California, recorded March 3, 1930 in Book 2350 at Page 1, Official Records of said County, being more particularly described as follows:

An easement for access purposes in and to that portion of said Parcel 65 described as follows:

**COMMENCING** at a point on the general westerly line of PARCEL 2A as described in the Final Order of Condemnation recorded August 25, 1964 in Reel 1296 Image 1, Official Records of said County, said point of commencement being the northerly terminus of the course described as "N. 18°50'14" E., 638.13 feet" in said Final Order of Condemnation (North 18°50'14" East for purposes of this description); thence along said general westerly line, North 65°50'00" West 1.75 feet; thence departing said general westerly line, South 19°59'49" West 10.03 feet to the **TRUE POINT OF BEGINNING**; thence continuing South 19°59'49" West 951.83 feet; thence southwesterly, along the arc of a curve to the right, concave to the northwest, having a radius of 7,152.58 feet, through a central angle of 4°16'33", an arc distance of 533.77 feet; thence South 24°16'22" West 774.04 feet; thence southwesterly, along the arc of a curve to the left, concave to the southeast, having a radius of 1,978.00 feet, through a central angle of 5°01'35", an arc distance of 173.53 feet; thence South 19°14'47" West 545.19 feet to a point on said general westerly line; thence along said general westerly line, South 23°18'17" West 116.01 feet; thence departing said general westerly line, North 62°21'48" West 10.03 feet; thence North 23°18'17" East 114.90 feet; thence North 19°14'47" East 544.83 feet; thence northeasterly, along the arc of a curve to the right, concave to the southeast, having a radius of 1,988.00 feet, through a central angle of 5°01'35", an arc distance of 174.40 feet; thence North 24°16'22" East 774.04 feet; thence northeasterly, along the arc of a curve to the left, concave to the northwest, having a radius of 7,142.58 feet, through a central angle of 4°16'33", an arc distance of 533.02 feet; thence North 19°59'49" East 952.56 feet; thence South 65°50'00" East 10.03 feet to the **TRUE POINT OF BEGINNING**.

CONTAINING 30,941 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983 (CCS83) Zone 3, Epoch 2010.00. Multiply distances by 1.0000871 to obtain ground distances.

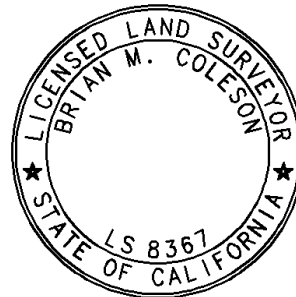
This real property description has been prepared by me, or under my direction, in conformance with the California Professional Land Surveyors' Act.



Brian M. Coleson, LS 8367

5/4/2021

Date

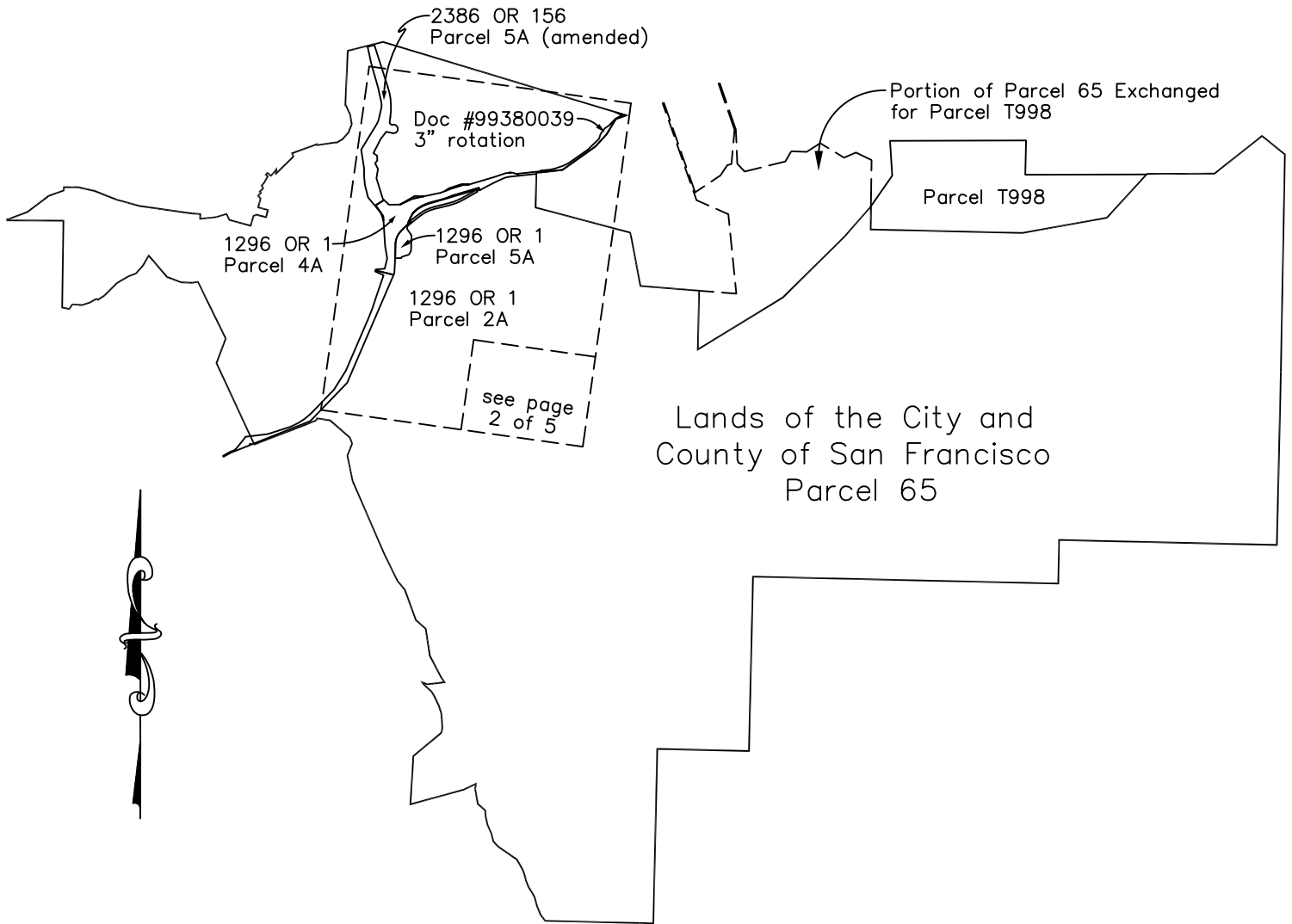


**Exhibit 2 to Easement Deed**

**Depiction of Parcel 65 Relinquishments-Caltrans Retaining Wall Easement Parcels Map**

(Assessor's Parcel No. 096-0375-006-11;  
Caltrans Parcel Nos. 63869-5 through 63869-8)

*[see attached]*



Lands of the City and County of San Francisco  
Parcel 65

Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

Legend

Doc # Document Number  
O.R. Official Records

Scale: 1" = 5000'

Page 1 of 5

City and County of San Francisco Public Utilities Commission San Francisco Water Department
Parcel 65 Relinquishments  CalTrans Easement Parcels Adjacent to Either of Interstate 680 or Highway 84
Unincorporated Alameda County

Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-6-11

Parcel 63869-11

Parcel 63869-10

2386 OR 156  
Parcel 5A (amended)

Parcel 63869-9

Parcel 63868-4

1296 OR 1  
Parcel 5E

Doc #99380039  
3" rotation

1296 OR 1  
Parcel 5D

Parcel 63868-5

APN 96-365-2-5

1296 OR 1  
Parcel 5C

2386 OR 156, Parcel 6A

2386 OR 156, Parcel 6B

APN 96-375-6-8

1296 OR 1  
Parcel 4A

2386 OR 156  
Parcel 7A

1296 OR 1  
Parcel 5A

Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-7-3

Doc #1999444755

1296 OR 1  
Parcel 2A

Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

Scale: 1" = 1000'

Page 2 of 5

APN 96-375-12-2

Parcel 63879-2

Legend

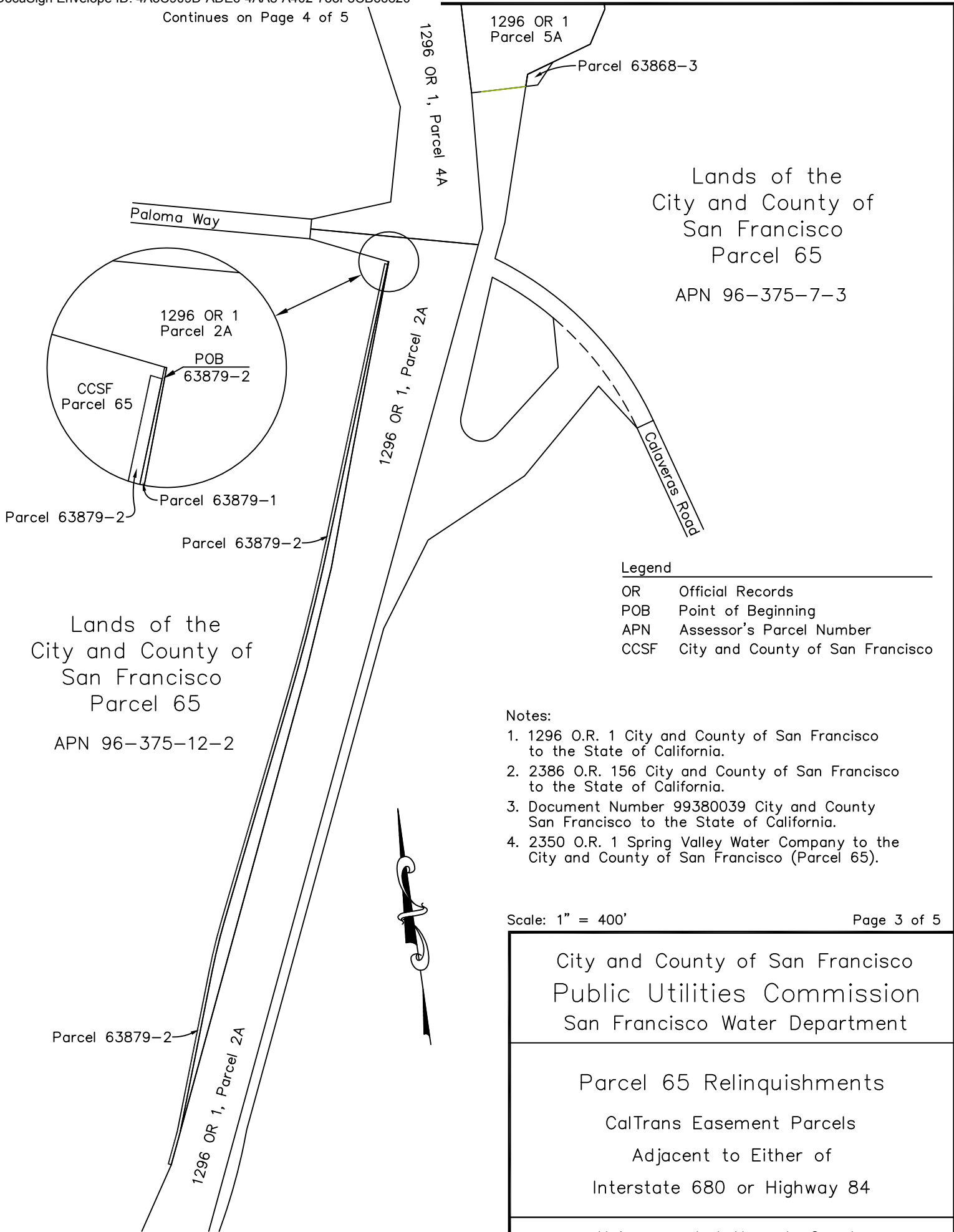
Doc # Document Number  
O.R. Official Records

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

Parcel 65 Relinquishments

CalTrans Easement Parcels  
Adjacent to Either of  
Interstate 680 or Highway 84

Unincorporated Alameda County



Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-7-3

Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-12-2

Legend

- OR Official Records
- POB Point of Beginning
- APN Assessor's Parcel Number
- CCSF City and County of San Francisco

Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
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Scale: 1" = 400'

Page 3 of 5

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

Parcel 65 Relinquishments  
CalTrans Easement Parcels  
Adjacent to Either of  
Interstate 680 or Highway 84

Unincorporated Alameda County



Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-6-11

Parcel 63869-1  
1296 OR 1  
Parcel 5E

Parcel 63868-1

1296 OR 1, Parcel 4A

Parcel 63868-5

1296 OR 1  
Parcel 5D

2386 OR 156, Parcel 6A

Parcel 63881-2

Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-7-3

1296 OR 1  
Parcel 5C

APN 96-375-6-8

2386 OR 156, Parcel 6B

2386 OR 156, Parcel 6A

Parcel 63881-1

2386 OR 156  
Parcel 7A

Legend

- OR Official Records
- POB Point of Beginning
- APN Assessor's Parcel Number
- CCSF City and County of San Francisco

Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

Scale: 1" = 400'

Page 4 of 5

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

Parcel 65 Relinquishments  
CalTrans Easement Parcels  
Adjacent to Either of  
Interstate 680 or Highway 84

Unincorporated Alameda County

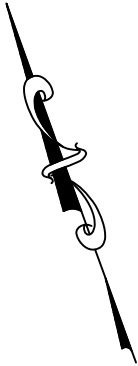


Continues on Page 5 of 5

Continues on Page 3 of 5

Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-6-11

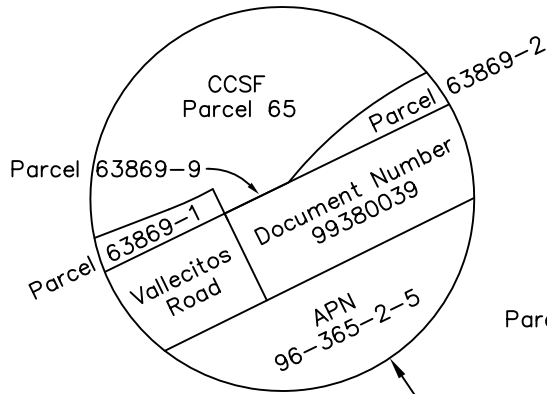


Parcel 63869-4  
Parcel 63869-11  
Document Number 99380039

Parcel 63869-3

Parcel 63869-10

Parcel 63869-7



Legend

- OR Official Records
- POB Point of Beginning
- APN Assessor's Parcel Number
- CCSF City and County of San Francisco

Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

APN 96-365-2-5

Scale: 1" = 400'

Page 5 of 5

Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-7-3

Continues on Page 4 of 3

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

Parcel 65 Relinquishments  
CalTrans Easement Parcels  
Adjacent to Either of  
Interstate 680 or Highway 84

**Exhibit 3 to Easement Deed**

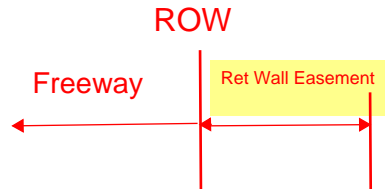
**Description of City's Real Property**

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

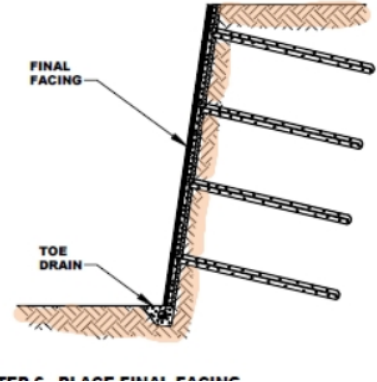
**Exhibit 4 to Easement Deed**

**Approved Plans**

*[see attached]*



Ret wall fac



steel bar drill into soil (Typ)

**EXHIBIT G**

**FORM OF UTILITY EASEMENT DEED TO PACIFIC GAS AND ELECTRIC**

*[see attached]*

RECORDING REQUESTED BY,  
AND WHEN RECORDED RETURN TO:

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

and

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

MAIL TAX STATEMENTS TO:

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

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 Assessor's Parcel Nos. 096-375-07-003 and 096-375-12-002

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

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

THIS EASEMENT DEED AND AGREEMENT (this "**Easement Deed**") is made by and between the CITY AND COUNTY OF SAN FRANCISCO, a California municipal corporation ("**City**"), acting by and through its Public Utilities Commission ("**SFPUC**"), and PACIFIC GAS & ELECTRIC COMPANY, a California corporation ("**PG&E**") and City and PG&E sometimes are referred to collectively in this Agreement as the "**Parties**" or singularly as a "**Party**."

**RECITALS**

**A.** City, through the SFPUC, owns real property located along State Route 84 ("**SR-84**") and Interstate 680 ("**I-680**") in an unincorporated portion of Alameda County, State of California, commonly known as Parcel 65, and generally described in the attached **Exhibit 3** ("**City's Real Property**").

**B.** The State of California, a California public agency, acting by and through its Department of Transportation ("**Caltrans**"), in cooperation with the Alameda County Transportation Commission, proposes to widen and conform SR-84 to expressway standards between south of Ruby Hill Drive and the I-680 interchange (the "**Project**") in or over certain portions of City's Real Property.

C. As a component of the Project, PG&E desires to acquire electric utility easements within the public right of way and seeks four (4) perpetual, non-exclusive electric utility easements situated within those portions of City's Real Property commonly known as Assessor's Parcel No. 096-375-07-003 and Assessor's Parcel No. 096-375-12-002, and described as follows:

(1) Those portions of Assessor's Parcel No. 096-375-07-003 designated as Caltrans Parcel Nos. 63868-6 through 63868-8 that are more particularly described in the Description of Electric Utility Easements ("**Electric Utility Easements**") in the attached **Exhibit 1** and **Exhibit 1-1**, and depicted in the Parcel 65 Relinquishments-Electric Utility Easement Parcels Map attached as **Exhibit 2**; and

(2) A portion of Assessor's Parcel No. 096-375-12-002 designated as Caltrans Parcel No. 63879-3 that is more particularly described in the attached **Exhibit 1** and **Exhibit 1-2**, and depicted in the Parcel 65 Relinquishments-Electric Utility Easement Parcels Map attached as **Exhibit 2**.

The Electric Utility Easement areas described in **Exhibit 1**, **Exhibit 1-1**, and **Exhibit 1-2** and depicted in **Exhibit 2** are referred to as the ("**Easement Area**"). City is willing to convey such Electric Utility Easements in the Easement Area, and PG&E is willing to accept the Electric Utility Easements, on the terms and conditions of this Easement Deed.

## AGREEMENT

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

### 1. **Electric Utility Easements**

City hereby quitclaims and conveys to PG&E the following Electric Utility Easements upon, over, across, and within portions of City's Real Property:

(a) A perpetual, non-exclusive Electric Utility Easements upon, over, across, and in three (3) locations located in Assessor's Parcel Number 096-375-07-03 as follows:

(i) An approximately 24,473 square-foot portion of such parcel designated as Caltrans Parcel No. 63868-6 and more particularly described in the attached **Exhibit 1-1**, and depicted approximately on the Parcel 65 Relinquishments-Electric Easement Parcels Map attached as **Exhibit 2**.

(ii) An approximately 415 square-foot portion of such parcel designated as Caltrans Parcel No. 63868-7, and more particularly described in the attached **Exhibit 1-1**, and depicted approximately on the Parcel 65 Relinquishments-Electric Easement Parcels Map attached as **Exhibit 2**.



(iii) An approximately 3,812 square-foot portion of such parcel designated as Caltrans Parcel No. 63868-8, and more particularly described in the attached **Exhibit 1-1**, and depicted approximately on the Parcel 65 Relinquishments-Electric Easement Parcels Map attached as **Exhibit 2**.

(b) A perpetual, non-exclusive Electric Utility Easement upon, over, across, and in an approximately 27,475 square-foot portion of Assessor's Parcel Number 096-375-12-002 (also designated as Caltrans Parcel No. 63879-3), and more particularly described in the attached **Exhibit 1-2** and depicted approximately on the Parcel 65 Relinquishments-Electric Easement Parcels Map attached as **Exhibit 2**.

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

**3. Subject to City’s Uses.** PG&E is aware that the Easement Area constitutes a portion of the SFPUC’s regional water and power transmission systems. Notwithstanding anything to the contrary in this Easement Deed, any and all of PG&E’s activities under this Easement Deed shall be subject and subordinate at all times to City’s existing and future use of the Easement Area for utility and all other municipal purposes, which may include construction of additional subsurface pipelines within the Easement Area. City shall in no way be liable for any damage or destruction to PG&E’s Facilities or the personal property of PG&E or its Agents resulting from any construction, accident, break, repair, assessment, or maintenance of any pipeline or other SFPUC facilities located on or about the Easement Area. PG&E acknowledges that City may use the open trench method for access to City’s existing or future facilities or

pipelines located on or about the Easement Area in the event of maintenance, repair, replacement, construction, or installation of any existing, future or additional pipelines, conduits, transmission lines, tunnels or other SFPUC facilities. City also reserves the right to use the subsurface of City's Real Property for the installation, operation, maintenance, repair, or replacement of public utilities, including pipes, cable, manholes, or other infrastructure typically required for utility lines; provided, however, that such installation, operation, maintenance, repair, or replacement shall not require PG&E to relocate or remove PG&E's Facilities nor unreasonably restrict PG&E's rights to access the Easement Area. The rights granted in this Easement Deed are also subject to any prior and existing rights of third parties, if any. PG&E shall be solely liable for any interference with any prior and existing third-party rights. City reserves the right to grant, at its sole and absolute discretion, nonexclusive rights to other third parties within the Easement Area. City will require such other third parties to consult with PG&E on design, location, and construction activities, but PG&E shall have no rights of approval or disapproval.

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

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

**6. Indemnity.** PG&E shall indemnify, defend, reimburse and hold harmless City, its officers, agents, employees and contractors, and each of them, from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom ("**Claims**"), arising in any manner out of (a) injury to or death of any person or damage to or destruction of any property occurring in, on or about the Easement Area, when such injury, death, damage or destruction is caused by the person or property of PG&E, or its Agents, its invitees, guests or business visitors (collectively, "**Invitees**"), or third persons, relating to PG&E's use or activity under this Easement Deed,

(b) any failure by PG&E to faithfully observe or perform any of the terms, covenants, or conditions of this Easement Deed, (c) the use of the Easement Area or any activities conducted thereon by PG&E or its Agents or Invitees, or (d) any release or discharge, or threatened release or discharge, of any Hazardous Material caused or allowed by PG&E or its Agents or Invitees, on, in, under, or about the Easement Area, any improvements or into the environment; except solely to the extent arising out of or caused by the negligence or willful misconduct of City or City's authorized representatives. PG&E's obligations under this Section shall survive the termination of the Electric Utility Easements, with respect to events occurring prior to such termination.

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

8. **Restrictions on Use.**

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

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

(c) **Hazardous Material.** PG&E shall not cause, nor shall PG&E allow any of its Agents or Invitees to cause, any Hazardous Material (defined below) to be brought upon, kept, used, stored, generated, released, or disposed of in, on, under, or about the Easement Area, or transported to, from, or over the Easement Area, except that PG&E is permitted to bring onto the Easement Area products and materials commonly used in or essential to the installation of PG&E's Facilities that may contain material considered hazardous, provided that any such products and materials shall be handled and used in compliance with all applicable 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 use of the Electric Utility Easements.

PG&E shall immediately notify City when PG&E learns of, or has reason to believe that, a release of Hazardous Material has occurred in, on, under or about the Easement Area. In the event that any Hazardous Material brought to the Easement Area by PG&E or any of its Agents or Invitees is spilled or leaked or otherwise released on the Easement Area as a result of PG&E's exercise of this Easement Deed, PG&E shall promptly take all steps necessary to remove any contamination resulting from such activities. PG&E accepts full responsibility for all activities and costs incurred related to cleaning up the Easement Area from the effects of such spill or leak. With respect to Hazardous Material brought to the Easement Area by PG&E or its Agents or Invitees, PG&E shall be responsible for meeting, and possessing the means to satisfy,

the requirements of all federal, state and local controlling agencies, which may have jurisdiction over the region in which the Easement Area is located or over the substance being used by PG&E on the Easement Area. In the event that PG&E or its Agents or Invitees cause a release of Hazardous Material, at City's discretion, PG&E shall either remediate, at PG&E's sole cost, such contaminated property to the satisfaction of the regulatory agency having jurisdiction over same or reimburse City for its costs in performing such remediation. PG&E shall further comply with all applicable Laws that require notice of such releases or threatened releases to governmental agencies, and shall take all action necessary or desirable to mitigate the release or minimize the spread of contamination. In connection with any release of Hazardous Material on or about the Easement Area, PG&E shall afford City a full opportunity to negotiate and participate in any discussion with governmental agencies and environmental consultants regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Material, and any other abatement or clean-up plan, strategy, and procedure.

For purposes of this Easement Deed, "**Hazardous Material**" means material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to public health, welfare, or the environment. Hazardous Material includes 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 Area or are naturally occurring substances in the Easement Area; and any petroleum, including crude oil or any fraction thereof, natural gas or natural gas liquids, provided, the foregoing shall not prohibit PG&E from traversing to, from and across the Easement Area in standard motor vehicles that do not exceed the weight limitations set forth below. The term "**release**" or "**threatened release**" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under or about the Easement Area.

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

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

PG&E's work under this Easement Deed, to the reasonable satisfaction of City's authorized representative.

If any portion of the Easement Area or any City property located on or about the Easement Area is damaged or threatened by any of the activities conducted by PG&E or its Agents or Invitees, at its sole cost, PG&E shall immediately notify City of such damage or threat by **(a)** telephoning the SFPUC's Millbrae Dispatch facility by telephone at (650) 872-5900 of any emergency or incident requiring emergency response., and **(b)** providing written notice in accordance with **Section 17** [Notices] below. At its option, City may remedy such damage or threat at PG&E's sole cost or City may elect to witness PG&E's repair work. If City elects not to remedy such damage or threat, PG&E shall repair any and all such damage and restore the Easement Area or property to its previous condition subject to City's inspection, review, and approval. City has no responsibility or liability of any kind with respect to any utilities that may be on, in, or under the Easement Area. PG&E is solely responsible for the location of any such utilities and other existing facilities and their protection from damage. PG&E shall be solely responsible to arrange and pay directly for any utilities or services necessary for its activities pursuant to this Easement Deed; provided, PG&E shall obtain City's prior written approval to the provision of such services or utilities in, on, under, or through the Easement Area.

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

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

**(h) Heavy Equipment and Vehicles.** To prevent damage to City's underground pipelines, PG&E's use of vehicles and equipment within twenty feet (20') of each side of the centerline of any City pipeline (measured on the surface) shall be subject to the following restrictions:

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

**(ii)** The effects of vehicle and equipment loads to the pipeline must not exceed the effects of the "AASHTO Standard H-10 Loading." H-10 loading is defined as loading caused by a two-axle truck with a gross weight of ten tons (20,000 lbs.), axles fourteen feet (14') apart, and rear axle carrying eight tons (16,000 lbs.). PG&E shall be responsible for

providing adequate evidence to City that PG&E's equipment and vehicles meet the foregoing requirements.

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

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

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

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

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

**12. Construction and Ownership of PG&E's Facilities.** The Parties acknowledge that PG&E's Facilities, once constructed by PG&E within the Easement Area in accordance with the plans and specifications described on the attached **Exhibit 4** (the "**Approved Plans**"), shall belong to PG&E. Subject to the terms and conditions of this Easement Deed, at its sole cost and expense, PG&E may construct or cause the construction of modifications, additions, or replacements of PG&E's Facilities and shall, at its sole cost and expense, maintain PG&E's Facilities in good, safe condition and repair.

**13. Approval of PG&E's Approved Plans.** PG&E shall construct and install any improvements in the Easement Area, including modifications, additions, or replacements to the utility poles, in strict accordance with the Approved Plans (including drawings) approved in advance and in writing by City. Any Approved Plans may be revised or amended only with City's prior written approval, at its sole discretion, after the SFPUC's Bureau of Environmental Management has determined that no further environmental review is required by CEQA as a result of any such revision or amendment. City's consent to or approval of any improvements,

equipment, or fixtures shall not relieve PG&E or its Agents from any liability for negligence, errors, or omissions associated with the design and construction of the utility poles. In no event shall City's approval of the Approved Plans or any future revisions or amendments to the Approved Plans be deemed to constitute a representation or warranty by City concerning the suitability of the improvements, equipment, or fixtures for PG&E's purposes or that the work called for in the Approved Plans complies with applicable Laws or industry standards nor shall such approval release PG&E from PG&E's obligation to supply plans and specifications that conform to any applicable Laws, including applicable building codes and industry standards.

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

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

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

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

**City or the SFPUC:** Real Estate Services Division  
San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 10<sup>th</sup> Floor  
San Francisco, California 94102  
Attn: Real Estate Director  
Re: Caltrans SR-84/I-680 Highway Widening

with a copy to: Office of the City Attorney of San Francisco  
Real Estate/Finance Team  
1 Dr. Carlton B Goodlett Place  
San Francisco, California 94012

Attn: Richard Handel, Deputy City Attorney  
Re: Caltrans SR-84/I-680 Highway Widening

**PG&E:**

Pacific Gas and Electric Company

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_ **[CONFIRM]**

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_ **[CONFIRM]**

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

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

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

**20. General Provisions.** (a) This Easement Deed may be amended or modified only by a writing signed by City and PG&E. (b) No waiver by any party of any of the provisions of this Easement Deed shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. (c) All approvals and determinations of City requested, required, or permitted hereunder may be made by the General Manager of the SFPUC. (d) This instrument (including the attached exhibits) contains the entire agreement between the parties and all prior written or oral negotiations, discussions, understandings, and agreements are merged into this Easement Deed. (e) The section and other headings of this Easement Deed are for convenience of reference only and shall be disregarded in the interpretation of this Easement Deed. (f) Time is of the essence. (g) This Easement Deed shall be governed by California law and City’s Charter and Administrative Code. (h) If either party commences an action against the other or a dispute arises under this Easement Deed, the prevailing party shall be entitled to recover from the other party reasonable attorneys’ fees and costs. For purposes of this Easement Deed, City’s reasonable attorneys’ fees shall be based on the fees regularly charged by private attorneys in City with comparable experience. (i) The obligations of PG&E under this Easement Deed shall be joint and several. (j) This Easement Deed has been drafted through a cooperative effort of City and PG&E, and both parties have had an opportunity to have this Easement Deed reviewed and revised by legal counsel. No party shall be considered the drafter of this Easement Deed, and no presumption or rule that an ambiguity shall be construed against the party drafting the



clause shall apply to the interpretation or enforcement of this Easement Deed. **(k)** Use of the word “including” or similar words shall not be construed to limit any general term, statement, or other matter in this Agreement, whether or not language of non-limitation, such as “without limitation,” “but not limited to,” or similar words, are used. **(l)** Notwithstanding anything to the contrary contained in this Easement Deed, City acknowledges and agrees that no officer or employee of City has authority to commit City to this Easement Deed unless and until a resolution approving this Easement Deed of City’s Public Utilities Commission and City’s Board of Supervisors and Mayor, shall have been duly adopted and approved. Therefore, any obligations or liabilities of City under this Easement Deed are contingent upon enactment of such a resolution and ordinance, and this Easement Deed shall be null and void if City’s SFPUC, Board of Supervisors and Mayor do not approve this Easement Deed, at their respective sole discretion.

*[SIGNATURES ON FOLLOWING PAGE]*

Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

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

DESCRIPTION CHECKED/APPROVED:

By: \_\_\_\_\_  
Tony Durkee  
Chief Surveyor

APPROVED AS TO FORM:

DENNIS J. HERRERA  
City Attorney

By: \_\_\_\_\_  
Richard Handel  
Deputy City Attorney

**ACKNOWLEDGMENT**

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

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

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

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

WITNESS my hand and official seal.

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

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by this Easement Deed and Agreement, dated \_\_\_\_\_, 2021, from City to PG&E is hereby accepted pursuant to \_\_\_\_\_, and PG&E consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
[NAME]  
[TITLE]

**EXHIBIT 1 TO EASEMENT DEED**

**Description of Electric Utility Easements**

All that certain real property in Alameda County described and being a portion of Parcel 65 in the Indenture to the City and County of San Francisco, a municipal corporation of the State of California, dated and recorded March 3, 1930, in Book 2350, at Page 1, of the Official Records of Alameda County, and more particularly described as a portion of Assessor's Parcel Number 096-0375-007-03, described and designated as Caltrans Parcels 63868-6, 63868-7, 63868-8 in the attached **Exhibit 1-1**; and a portion of Assessor's Parcel Number 096-0375-012-02, described and designated as Caltrans Parcel 63879-3 in the attached **Exhibit 1-2**.

**EXHIBIT 1-1 TO EASEMENT DEED**

**Description of Electric Utility Easements**

(Assessor's Parcel No. 096-375-07-003;  
Caltrans Parcel Nos. 63868-6 through 63868-8)

*[see attached]*

<b>Number</b>
<b>63868-6</b>

(63868-7, 63868-8)

**Exhibit "1-1"****PARCEL 63868-6**

A parcel of land situate in the unincorporated area of the County of Alameda, State of California, being a portion of Parcel 65 as described in the Indenture to the City and County of San Francisco, a municipal corporation of the State of California, recorded March 3, 1930 in Book 2350 at Page 1, Official Records of said County, being more particularly described as follows:

An easement for electric line purposes in and to that portion of said Parcel 65 described as follows:

**COMMENCING** at a point on the general southerly line of PARCEL 4A as described in the Final Order of Condemnation recorded August 25, 1964 in Reel 1296 Image 1, Official Records of said County, said point of commencement being the westerly terminus of the course described as "S. 83°53'35" W., 266.45 feet" in said Final Order of Condemnation (South 83°53'36" West for purposes of this description); thence along said general southerly line the following two (2) courses: (1) North 83°53'36" East 104.60 feet to the **TRUE POINT OF BEGINNING**; and (2) continuing North 83°53'36" East 349.81 feet; thence departing said general southerly line, North 87°29'00" East 355.21 feet to a point on the general northerly line of said Parcel 65; thence along said general northerly line, South 00°50'09" West 20.03 feet; thence departing said general northerly line, South 87°29'00" West 353.41 feet; thence South 83°53'36" West 347.36 feet; thence South 73°29'18" West 591.58 feet to a point on said general southerly line; thence along said general southerly line the following two (2) courses: (1) northeasterly, along the arc of a non-tangent curve to the right, concave to the southeast, the center of which bears South 24°50'57" East 3,564.31 feet, through a central angle of 0°30'17", an arc distance of 31.39 feet; and (2) North 65°39'20" East 114.36 feet; thence departing last said line, North 73°29'18" East 449.03 feet to the **TRUE POINT OF BEGINNING**.

CONTAINING 24,473 square feet, more or less.

**PARCEL 63868-7**

A parcel of land situate in the unincorporated area of the County of Alameda, State of California, being a portion of Parcel 65 as described in the Indenture to the City and County of San Francisco, a municipal corporation of the State of California, recorded March 3, 1930 in Book 2350 at Page 1, Official Records of said County, being more particularly described as follows:

An easement for electric line purposes in and to that portion of said Parcel 65 described as follows:

**COMMENCING** at a point on the general southerly line of PARCEL 5A as described in the Final Order of Condemnation recorded August 25, 1964 in Reel 1296 Image 1, Official Records of said County, said point of commencement being the southerly terminus of the course described as "S. 16°43'04" W., 41.07 feet" in said Final Order of Condemnation; thence along said general southerly line the following two (2) courses: (1) North 16°43'04" East 41.10 feet; and (2) North 72°18'27" East 94.06 feet; thence South 41°41'47" West 26.11 feet to the **TRUE POINT OF BEGINNING**; thence South 22°13'54" West 53.72 feet to a point on the northerly line of Parcel 2 as described in the Joint Tenancy Grant Deed Correction Deed to Michael A. Gbadebo recorded December 14, 1999 as Document No. 1999444755, Official Records of said County; thence along said northerly line, North 88°51'17" West 10.72 feet; thence departing said northerly line, North 22°13'54" East 29.28 feet; thence North 41°41'47" East 30.01 feet to the **TRUE POINT OF BEGINNING**.

CONTAINING 415 square feet, more or less.





**EXHIBIT 1-2 TO EASEMENT DEED**

**Description of Electric Utility Easements**

(Assessor's Parcel No. 096-375-12-002;  
Caltrans Parcel No. 63879-3)

*[see attached]*

Number

63879-3

**Exhibit "1-2"****PARCEL 63879-3**

A parcel of land situate in the unincorporated area of the County of Alameda, State of California, being a portion of Parcel 65 as described in the Indenture to the City and County of San Francisco, a municipal corporation of the State of California, recorded March 3, 1930 in Book 2350 at Page 1, Official Records of said County, being more particularly described as follows:

An easement for electric line purposes in and to that portion of said Parcel 65 described as follows:

**COMMENCING** at a point on the general westerly line of PARCEL 2A as described in the Final Order of Condemnation recorded August 25, 1964 in Reel 1296 Image 1, Official Records of said County, said point of commencement being the northerly terminus of the course described as "N. 18°50'14" E., 638.13 feet" in said Final Order of Condemnation (North 18°50'14" East for purposes of this description); thence along said general westerly line, North 65°50'00" West 1.75 feet; thence departing said general westerly line, South 19°59'49" West 10.03 feet; thence North 65°50'00" West 8.09 feet to the **TRUE POINT OF BEGINNING**, said true point of beginning lying on the general westerly line of Parcel 4 as described in the Director's Deed to Pacific Gas and Electric Company, a California corporation, recorded December 17, 1965 in Book 1667 at Page 65, Official Records of said County; thence along last said general westerly line, South 18°50'14" West 398.55 feet; thence departing last said general westerly line, South 19°59'49" West 553.95 feet; thence southwesterly, along the arc of a curve to the right, concave to the northwest, having a radius of 7,152.58 feet, through a central angle of 4°16'33", an arc distance of 533.77 feet; thence South 24°16'22" West 774.04 feet; thence southwesterly, along the arc of a curve to the left, concave to the southeast, having a radius of 1,978.00 feet, through a central angle of 5°01'35", an arc distance of 173.53 feet; thence South 19°14'47" West 403.89 feet to a point on last said general westerly line; thence along last said general westerly line, South 23°18'17" West 141.30 feet; thence departing last said general westerly line, North 19°14'47" East 544.83 feet; thence northeasterly, along the arc of a curve to the right, concave to the southeast, having a radius of 1,988.00 feet, through a central angle of 5°01'35", an arc distance of 174.40 feet; thence North 24°16'22" East 774.04 feet; thence northeasterly, along the arc of a curve to the left, concave to the northwest, having a radius of 7,142.58 feet, through a central angle of 4°16'33", an arc distance of 533.02 feet; thence North 19°59'49" East 952.56 feet to a point on last said general westerly line; thence along last said general westerly line, South 65°50'00" East 1.94 feet to the **TRUE POINT OF BEGINNING**.

CONTAINING 24,475 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983 (CCS83) Zone 3, Epoch 2010.00. Multiply distances by 1.0000871 to obtain ground distances.

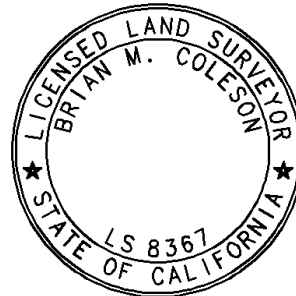
This real property description has been prepared by me, or under my direction, in conformance with the California Professional Land Surveyors' Act.



Brian M. Coleson, LS 8367

06/14/2020

Date



**EXHIBIT 2 TO EASEMENT DEED**

**Depiction of Electric Utility Easement**

Parcel 65 Relinquishments-Electric Utility Easement Parcels Map

(Assessor's Parcel No. 096-375-07-003;  
Caltrans Parcel Nos. 63868-6 through 63868-8)

and

(Assessor's Parcel No. 096-375-12-002;  
Caltrans Parcel No. 63879-3)

*[see attached]*

Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-6-11

Doc #99380039  
3" rotation

Parcel 63868-6  
1296 OR 1  
Parcel 5E

APN 96-365-2-5

1296 OR 1  
Parcel 5D

1296 OR 1  
Parcel 5C

2386 OR 156, Parcel 6A

APN 96-375-6-8

2386 OR 156, Parcel 6B

1296 OR 1  
Parcel 4A

2386 OR 156  
Parcel 7A

Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-7-3

Parcel 63868-8

1296 OR 1  
Parcel 5A

Parcel 63868-7

Doc #1999444755

1296 OR 1  
Parcel 2A

APN 96-375-12-2

Parcel 63879-3

Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

Scale: 1" = 1000'

Page 2 of 5

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

Parcel 65 Relinquishments  
Easements Granted to PG&E  
Adjacent to Either of  
Interstate 680 or Highway 84

Unincorporated Alameda County

Legend

Doc # Document Number  
O.R. Official Records

**EXHIBIT 3 TO EASEMENT DEED**

**Description of City's Real Property**

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

**EXHIBIT 4 TO EASEMENT DEED**

**Approved Plans**

*[see attached]*

**EXHIBIT H**

**FORM OF QUITCLAIM DEED TO ALAMEDA COUNTY**

*[see attached]*

RECORDING REQUESTED BY,  
AND WHEN RECORDED RETURN TO:

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

and

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

MAIL TAX STATEMENTS TO:

Alameda County Public Works Agency  
399 Elmhurst Street  
Hayward, CA 94544  
Attn: Beth Perrill  
Right of Way Manager

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

Portion of APN 096-0375-006-11

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

**QUITCLAIM DEED**

(Portion of Assessor’s Parcel No. 096-0375-006-11)

FOR VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged, the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“City”), pursuant to Resolution No. \_\_\_\_\_, adopted by the Board of Supervisors on \_\_\_\_\_, 2021, and approved by the Mayor on \_\_\_\_\_, 2021, hereby RELEASES, REMISES, AND QUITCLAIMS to the COUNTY OF ALAMEDA, a political subdivision of the State of California, any and all right, title, and interest City may have in and to the real property located in an unincorporated portion of the County of Alameda, State of California, described in the Description of the Property in the attached **Exhibit 1 and Exhibit 1-1**, and shown in the Depiction of the Property in the attached **Exhibit 2** (the “Property”), which exhibits are made a part of this quitclaim deed.

TOGETHER WITH any and all rights, privileges and easements incidental or appurtenant to the Property, including any and all minerals, oil, gas, and other hydrocarbon substances on and under the Property, as well as any and all development rights, air rights, water, water rights, riparian rights and water stock relating to the Property, and any and all easements, rights-of-way and other appurtenances used in connection with the beneficial use and enjoyment of the land and



all of Grantor's right, title, and interest in and to any and all roads and alleys adjoining or servicing the Property.

Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

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

DESCRIPTION CHECKED/APPROVED:

By: \_\_\_\_\_  
Tony Durkee  
Chief Surveyor



**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by this quitclaim deed, dated \_\_\_\_\_, 2021, from the City and County of San Francisco to Alameda CTC is hereby accepted pursuant to \_\_\_\_\_, and Alameda CTC consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_

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

[NAME]

[TITLE]

**EXHIBIT 1 TO QUITCLAIM DEED TO ALAMEDA COUNTY**

**Description of the Property**

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

Portion of Assessor's Parcel No. 096-0375-006-11 designated as Parcel 63869-12 as further described and in the attached **Exhibit 1-1**.

**EXHIBIT 1-1 TO QUITCLAIM DEED TO ALAMEDA COUNTY**

**Description of the Property**

(Assessor's Parcel No. 096-0375-006-11;  
Caltrans Parcel Nos. 63869-12)

*[see attached]*

**EXHIBIT "1-1"**

**ALAMEDA COUNTY PUBLIC WORKS DEPARTMENT**

**DOCUMENT TITLE**

**MAP: J-285**  
**APN: 96-375-6-11 (Por)**

**DESC. No. 36479**  
**DATE: July 13, 2020**

**PARCEL 63869-12**

A parcel of land situate in the unincorporated area of the County of Alameda, State of California, being a portion of Parcel 65 as described in the Indenture to the City and County of San Francisco, a municipal corporation of the State of California, recorded March 3, 1930 in Book 2350 at Page 1, Official Records of said County, being more particularly described as follows:

**BEGINNING** at a point on the general northwesterly line of the parcel as described in the Grant Deed to the State of California recorded October 6, 1999 as Document No. 99380039, Official Records of said County, said point of beginning being the westerly terminus of the course described as "S. 64°13'04" E., 183.59 feet in said Grant Deed (South 64°13'07" East for purposes of this description), said **POINT OF BEGINNING** lying on the southwesterly line of that 33 foot wide strip of land described in the Indenture to Bernal recorded December 15, 1888 in Book 358 of Deeds at Page 433, Official Records of said County, said southwesterly line also being the line of division between the Sunol and Bernal portions of the Rancho El Valle De San Jose as described in the Decree of Partition recorded April 12, 1869 in Book 40 of Deeds at Page 315, Official Records of said County; thence along said general northwesterly line the following two (2) courses: (1) South 64°13'07" East 183.59 feet; and (2) South 28°45'01" East 1.05 feet; thence South 69°29'38" West 35.15 feet; thence North 65°10'49" West 183.44 feet; thence North 18°59'58" East 25.07 feet to a point on said southwesterly and said division lines; thence along said southwesterly and said division lines, South 73°19'20" East 26.54 feet to the **POINT OF BEGINNING**.

CONTAINING 5,371 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983 (CCS83) Zone 3, Epoch 2010.00. Multiply distances by 1.0000871 to obtain ground distances.

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



Brian M. Coleson  
Professional Land Surveyor  
LS 8367



**EXHIBIT 2 TO QUITCLAIM DEED TO ALAMEDA COUNTY**

**Depiction of the Property**

(Assessor's Parcel No. 096-0375-006-11;  
Caltrans Parcel Nos. 63869-12)

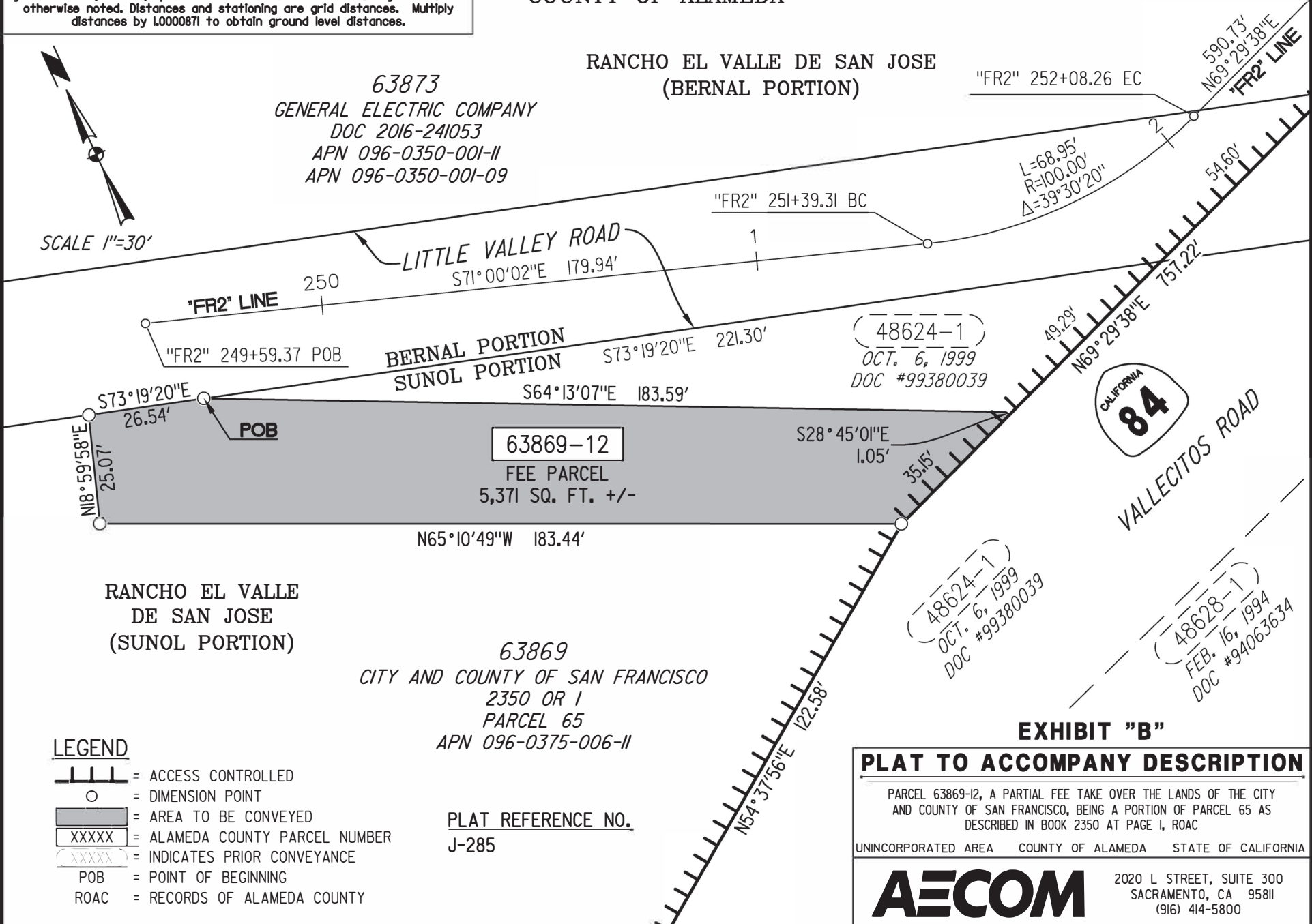
*[see attached]*

COUNTY OF ALAMEDA

RANCHO EL VALLE DE SAN JOSE  
(BERNAL PORTION)

63873  
GENERAL ELECTRIC COMPANY  
DOC 2016-241053  
APN 096-0350-001-II  
APN 096-0350-001-09

Coordinates, bearings and distances are based on the California Coordinate System of 1983, Zone 3, Epoch 2010.00. Distances are U.S. Survey Feet unless otherwise noted. Distances and stationing are grid distances. Multiply distances by 1.0000871 to obtain ground level distances.



RANCHO EL VALLE  
DE SAN JOSE  
(SUNOL PORTION)

63869  
CITY AND COUNTY OF SAN FRANCISCO  
2350 OR 1  
PARCEL 65  
APN 096-0375-006-II

63869-12  
FEE PARCEL  
5,371 SQ. FT. +/-

(48624-1)  
OCT. 6, 1999  
DOC #99380039



**LEGEND**

- = ACCESS CONTROLLED
- = DIMENSION POINT
- = AREA TO BE CONVEYED
- = ALAMEDA COUNTY PARCEL NUMBER
- = INDICATES PRIOR CONVEYANCE
- POB = POINT OF BEGINNING
- ROAC = RECORDS OF ALAMEDA COUNTY

**PLAT REFERENCE NO.**  
J-285

**EXHIBIT "B"**

**PLAT TO ACCOMPANY DESCRIPTION**

PARCEL 63869-12, A PARTIAL FEE TAKE OVER THE LANDS OF THE CITY AND COUNTY OF SAN FRANCISCO, BEING A PORTION OF PARCEL 65 AS DESCRIBED IN BOOK 2350 AT PAGE 1, ROAC

UNINCORPORATED AREA COUNTY OF ALAMEDA STATE OF CALIFORNIA



2020 L STREET, SUITE 300  
SACRAMENTO, CA 95811  
(916) 414-5800



**EXHIBIT I**

**FORM OF ACCESS EASEMENT DEED  
TO ALAMEDA COUNTY TRANSPORTATION COMMISSION**

*[see attached]*

RECORDING REQUESTED BY,  
AND WHEN RECORDED RETURN TO:

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

and

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

MAIL TAX STATEMENTS TO:

Alameda County Transportation Commission  
1111 Broadway, Suite 800  
Oakland, CA 94607  
Attn: Deputy Executive Director of  
Projects **[CONFIRM]**

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 Assessor's Parcel No. 096-0375-012-02

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

**EASEMENT DEED AND AGREEMENT**  
**(Access Easement)**

THIS EASEMENT DEED AND AGREEMENT (this "**Easement Deed**") is made by and between the CITY AND COUNTY OF SAN FRANCISCO, a California municipal corporation ("**City**"), acting by and through its Public Utilities Commission ("**SFPUC**"), and the ALAMEDA COUNTY TRANSPORTATION COMMISSION, a California joint powers authority ("**Alameda CTC**"). Alameda CTC and City sometimes are referred to collectively in this Agreement as the "**Parties**" or singularly as a "**Party**."

**RECITALS**

**A.** City, through the SFPUC, owns real property located along State Route 84 ("**SR-84**") and Interstate 680 ("**I-680**") in an unincorporated portion of Alameda County, State of California, commonly known as Parcel 65, and generally described in the attached **Exhibit 3** ("**City's Real Property**").

**B.** The State of California, a California public agency, acting by and through its Department of Transportation ("**Caltrans**"), in cooperation with the Alameda CTC, proposes to widen and conform SR-84 to expressway standards between south of Ruby Hill Drive and the I-680 interchange (the "**Project**") in or over certain portions of City's Real Property. The Project seeks to **(1)** alleviate existing and projected traffic congestion and improve traffic

circulation between SR-84 and I-680, and in the vicinity of the SR-84/I-680 interchange; (2) improve safety for motorists and cyclists on this segment of SR-84; (3) complete the statutory designation of this segment of SR-84 as an expressway facility; and (4) extend the existing southbound I-680 High Occupancy Vehicle/express lane northward by approximately two (2) miles in the City of Pleasanton, the Town of Sunol, and in unincorporated Alameda County.

C. As a component of the Project, Alameda CTC seeks to acquire an access easement (“**Access Easement**”) situated within that portion of City’s Real Property commonly known as Assessor’s Parcel No. 096-375-12-002 and designated as Caltrans Parcel No. 63879-4, and described in the Description of Access Easement in the attached **Exhibit 1** and **Exhibit 1-1** and shown on the Depiction of Access Easement (the “**Easement Area**”) attached as **Exhibit 2**. City is willing to convey such Access Easement in the Easement Area, and Alameda CTC is willing to accept the Access Easement, on the terms and conditions of this Easement Deed.

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, City hereby quitclaims and conveys to Alameda CTC the Access Easement in the Easement Area, with the right of ingress and egress from said Easement Area over and across a portion of City’s Real Property, on the terms and conditions set forth in this Easement Deed. The attached Exhibits are incorporated into this Easement Deed.

1. **Access Easement.** City hereby quitclaims and conveys to Alameda CTC a perpetual, non-exclusive Access Easement located within an approximately 30,941 square foot portion upon, over, across, and within City’s Real Property in Project Area C commonly known as Assessor’s Parcel No. 096-375-12-002 and designated as Caltrans Parcel No. 63879-4, as more particularly described in the attached **Exhibit 1** and **Exhibit 1-1**, and depicted on the attached **Exhibit 2**.

2. **Permitted Uses.** The Access Easement includes the right and privilege to maintain the Access Easement, inclusive of all necessary protective barriers and fixtures for use. Alameda CTC’s right of ingress and egress shall not extend to any portion of said lands that are isolated from the Access Easement by any public road or highway now crossing or thereafter crossing said lands. City reserves the right to use said Easement Area for purposes that will not interfere with Alameda CTC’s full enjoyment of the rights granted by this Easement Deed; provided that neither City nor its successors or assigns shall excavate, erect, place, or construct any permanent building or other structures, septic system, leach field, construct any fence, place underground utilities, drill, or operate any well, or construct any reservoir or other obstruction within said Easement Area, or diminish or install anything that will interfere with the rights in this Easement Deed granted to Alameda CTC within said Easement Area. Alameda CTC’s rights under this Easement Deed may be exercised by Alameda CTC, or its officers, directors, members, employees, agents, contractors, subcontractors, suppliers, consultants, employees, licensees, invitees, or representatives, or by any other authorized persons acting for or on Alameda CTC’s behalf (collectively, “**Agents**”).

3. **Subject to City’s Uses.** Alameda CTC is aware that the Easement Area constitutes a portion of the SFPUC’s regional water and power transmission systems. Notwithstanding anything to the contrary in this Easement Deed, any and all of Alameda CTC’s activities under this Easement Deed shall be subject and subordinate at all times to City’s existing and future use of the Easement Area for utility and all other municipal purposes, which may include construction of additional subsurface pipelines within the Easement Area. City

shall in no way be liable for any damage or destruction to the personal property of Alameda CTC or its Agents resulting from any construction, accident, break, repair, assessment, or maintenance of any pipeline or other SFPUC facilities located on or about the Easement Area. Alameda CTC acknowledges that City may use the open trench method for access to City's existing or future facilities or pipelines located on or about the Easement Area in the event of maintenance, repair, replacement, construction, or installation of any existing, future or additional pipelines, conduits, transmission lines, tunnels, or other SFPUC facilities. City also reserves the right to use the subsurface of City's Real Property for the installation, operation, maintenance, repair, or replacement of public utilities, including pipes, cable, manholes, or other infrastructure typically required for utility lines; provided, however, that such installation, operation, maintenance, repair, or replacement shall not unreasonably restrict Alameda CTC's rights to access the Easement Area. The rights granted in this Easement Deed are subject to any prior and existing rights of third parties, if any. Alameda CTC shall be solely liable for any interference with any prior and existing third-party rights. City reserves the right to grant, at its sole and absolute discretion, nonexclusive rights to other third parties within the Easement Area. City will require such other third parties to consult with Alameda CTC on design, location, and construction activities, but Alameda CTC shall have no rights of approval or disapproval.

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

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

**6. Indemnity.** Alameda CTC shall indemnify, defend, reimburse, and hold harmless City, its officers, agents, employees and contractors, and each of them, from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages, and liabilities of any kind, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom ("**Claims**"), arising in any manner out of (a) injury to or death of any person or damage to or destruction of any property occurring in, on or about the Easement Area, when such injury, death, damage, or destruction is caused by the

person or property of Alameda CTC, its Agents, or invitees, guests, or business visitors (collectively, “**Invitees**”), or third persons, relating to Alameda CTC’s use or activity under this Easement Deed, **(b)** any failure by Alameda CTC to faithfully observe or perform any of the terms, covenants, or conditions of this Easement Deed, **(c)** the use of the Easement Area or any activities conducted thereon by Alameda CTC or its Agents or Invitees, or **(d)** any release or discharge, or threatened release or discharge, of any Hazardous Material caused or allowed by Alameda CTC or its Agents or Invitees, on, in, under or about the Easement Area, any improvements or into the environment; except solely to the extent arising out of or caused by the negligence or willful misconduct of City or its authorized representatives. Alameda CTC’s obligations under this Section shall survive the termination of the Easements, with respect to events occurring prior to such termination.

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

**8. Restrictions on Use.**

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

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

**(c) Hazardous Material.** Alameda CTC shall not cause, nor shall Alameda CTC allow any of its Agents or Invitees to cause, any Hazardous Material (defined below) to be brought upon, kept, used, stored, generated, released, or disposed of in, on, under, or about the Easement Area, or transported to, from or over the Easement Area, except that Alameda CTC is permitted to bring onto the Easement Area products and materials commonly used in or essential to the Project that may contain material considered hazardous, provided that any such products and materials shall 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 use of the Easements.

Alameda CTC shall immediately notify City when Alameda CTC learns of, or has reason to believe that, a release of Hazardous Material has occurred in, on, under or about the Easement Area. In the event that any Hazardous Material brought to the Easement Area by Alameda CTC or any of its Agents or Invitees is spilled or leaked or otherwise released on the Easement Area as a result of Alameda CTC's exercise of this Easement Deed, Alameda CTC shall promptly take all steps necessary to remove any contamination resulting from such activities. Alameda CTC accepts full responsibility for all activities and costs incurred related to

cleaning up the Easement Area from the effects of such spill or leak. With respect to Hazardous Material brought to the Easement Area by Alameda CTC or its Agents or Invitees, Alameda CTC shall be responsible for meeting, and possessing the means to satisfy, the requirements of all federal, state, and local controlling agencies, which may have jurisdiction over the region in which the Easement Area is located or over the substance being used by Alameda CTC on the Easement Area. In the event that Alameda CTC or its Agents or Invitees cause a release of Hazardous Material, at City's discretion, Alameda CTC shall either remediate, at Alameda CTC's sole cost, such contaminated property to the satisfaction of the regulatory agency having jurisdiction over same or reimburse City for its costs in performing such remediation. Alameda CTC shall further comply with all applicable Laws that require notice of such releases or threatened releases to governmental agencies, and shall take all action necessary or desirable to mitigate the release or minimize the spread of contamination. In connection with any release of Hazardous Material on or about the Easement Area, Alameda CTC shall afford City a full opportunity to negotiate and participate in any discussion with governmental agencies and environmental consultants regarding any settlement agreement, cleanup, or abatement agreement, consent decree, or other compromise proceeding involving Hazardous Material, and any other abatement or clean-up plan, strategy, and procedure.

For purposes of this Easement Deed, "**Hazardous Material**" means material that, because of its quantity, concentration, or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state, or local governmental authority to pose a present or potential hazard to public health, welfare, or the environment. Hazardous Material includes 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 Area or are naturally occurring substances in the Easement Area; and any petroleum, including crude oil or any fraction thereof, natural gas, or natural gas liquids, provided, the foregoing shall not prohibit Alameda CTC from traversing to, from, and across the Easement Area in standard motor vehicles that do not exceed the weight limitations set forth below. The term "**release**" or "**threatened release**" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under or about the Easement Area.

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

(e) **Avoiding Damage to the Easement Area.** At its sole cost, Alameda CTC shall at all times maintain the Easement Area in a good, clean, safe, secure, sanitary, and sightly condition, so far as the Easement Area may be affected by Alameda CTC's activities under this Easement Deed. Alameda CTC shall not do anything in, on, under, or about the Easement Area that could cause damage or interference to any pipelines or other property located in, on, under, or about the Easement Area. Immediately following completion of any

work permitted under this Easement Deed, at its sole expense, Alameda CTC shall remove all debris and any excess dirt and restore the Easement Area as near as reasonably possible to its condition immediately prior to Alameda CTC's work under this Easement Deed, to the reasonable satisfaction of City's authorized representative.

If any portion of the Easement Area or any City property located on or about the Easement Area is damaged or threatened by any of the activities conducted by Alameda CTC or its Agents or Invitees, at its sole cost, Alameda CTC shall immediately notify City of such damage or threat by **(a)** telephoning the SFPUC's Millbrae Dispatch facility by telephone at (650) 872-5900 of any emergency or incident requiring emergency response., and **(b)** providing written notice in accordance with **Section 16** [Notices] below. At its option, City may remedy such damage or threat at Alameda CTC's sole cost or City may elect to witness Alameda CTC's repair work. If City elects not to remedy such damage or threat, Alameda CTC shall repair any and all such damage and restore the Easement Area or property to its previous condition subject to City's inspection, review, and approval. City has no responsibility or liability of any kind with respect to any utilities that may be on, in, or under the Easement Area. Alameda CTC is solely responsible for the location of any such utilities and other existing facilities and their protection from damage. Alameda CTC shall be solely responsible to arrange and pay directly for any utilities or services necessary for its activities pursuant to this Easement Deed; provided that Alameda CTC shall obtain City's prior written approval to the provision of such services or utilities in, on, under, or through the Easement Area.

**(f) Use of Adjoining Land.** Alameda CTC acknowledges that the privilege given under this Easement Deed shall be limited strictly to the Easement Area. Alameda CTC shall not traverse over or otherwise use any adjoining lands of City.

**(g) Ponding; Water Courses.** Alameda CTC shall not cause any ponding on the Easement Area or any flooding on adjacent land. Alameda CTC 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 Easement Area, nor shall Alameda CTC engage in any activity that could pollute or degrade any surface or subsurface waters or result in the diminution or drainage of such waters.

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

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

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

(iii) Alameda CTC shall not use vibrating compaction equipment without City’s prior written approval, which approval may be given or withheld at City’s sole discretion.

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

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

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

**11. Maintenance.** At its expense, Alameda CTC shall repair and maintain the Easement Area as to wear and tear caused by the proportionate use of the Easement Area by Alameda CTC and its Agents, but not wear and tear caused by use of the Easement Area by others.

**12. Approval of Approved Plans.** If, at its sole cost and expense, Alameda CTC desires to construct and/or install any improvements in the Easement Area, Alameda CTC shall submit plans and specifications with drawings (the “**Approved Plans**”) in advance for City’s approval. Subject to the terms and conditions of this Easement Deed, Alameda CTC shall maintain any such improvements in a good, safe condition and repair. Any Approved Plans may be revised or amended only with City’s prior written approval, at its sole discretion, after the SFPUC’s Bureau of Environmental Management has determined that no further environmental review is required by CEQA as a result of any such revision or amendment. City’s consent to or approval of any improvements, equipment, or fixtures shall not relieve Alameda CTC or its



Agents from any liability for negligence, errors, or omissions associated with the design and construction of the such improvements. In no event shall City's approval of the Approved Plans or any future revisions or amendments to the Approved Plans be deemed to constitute a representation or warranty by City concerning the suitability of the improvements, equipment, or fixtures for Alameda CTC's purposes or that the work called for in the Approved Plans complies with applicable Laws or industry standards nor shall such approval release Alameda CTC from its obligation to supply plans and specifications that conform to any applicable Laws, including applicable building codes and industry standards.

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

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

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

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

**City or the SFPUC:**

Real Estate Services Division  
San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 10<sup>th</sup> Floor  
San Francisco, California 94102  
Attn: Real Estate Director  
Re: Caltrans SR-84/I-680 Highway Widening

with a copy to:

Office of the City Attorney of San Francisco  
Real Estate/Finance Team  
1 Dr. Carlton B Goodlett Place  
San Francisco, California 94012  
Attn: Richard Handel, Deputy City Attorney

**Alameda CTC:**

Alameda County Transportation Commission  
1111 Broadway, Suite 800  
Oakland, CA 94607  
Attn: Gary Huisingh, P.E., Deputy Executive Director of  
Projects

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_ **[CONFIRM]**

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

**17. Successors and Assigns.** The provisions of this Easement Deed shall run with the land, burden the Easement Area, and inure to the benefit of and bind the respective successors and assigns of City and Alameda CTC.

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

**19. General Provisions.** (a) This Easement Deed may be amended or modified only by a writing signed by City and Alameda CTC. (b) No waiver by any party of any of the provisions of this Easement Deed shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. (c) All approvals and determinations of City requested, required, or permitted hereunder may be made by the General Manager of the SFPUC. (d) This instrument (including the attached exhibits) contains the entire agreement between the parties and all prior written or oral negotiations, discussions, understandings, and agreements are merged into this Easement Deed. (i) The section and other headings of this Easement Deed are for convenience of reference only and shall be disregarded in the interpretation of this Easement Deed. (f) Time is of the essence. (g) This Easement Deed shall be governed by California law and City’s Charter and Administrative Code. (h) If either party commences an action against the other or a dispute arises under this Easement Deed, the prevailing party shall be entitled to recover from the other party reasonable attorneys’ fees and costs. For purposes of this Easement Deed, City’s reasonable attorneys’ fees shall be based on the fees regularly charged by private attorneys in City with comparable experience. (i) The obligations of Alameda CTC under this Easement Deed shall be joint and several. (j) This Easement Deed has been drafted through a cooperative effort of City and Alameda CTC, and both parties have had an opportunity to have this Easement Deed reviewed and revised by legal counsel. No party shall be considered the drafter of this Easement Deed, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Easement Deed. (k) Use of the word “including” or similar words shall not be construed to limit any general term, statement, or other matter in this Easement Deed, whether or not language of non-limitation,

such as “without limitation,” “but not limited to,” or similar words, are used. (I) Notwithstanding anything to the contrary contained in this Easement Deed, City acknowledges and agrees that no officer or employee of City has authority to commit City to this Easement Deed unless and until a resolution approving this Easement Deed of City’s Public Utilities Commission and City’s Board of Supervisors and Mayor, shall have been duly adopted and approved. Therefore, any obligations or liabilities of City under this Easement Deed are contingent upon enactment of such a resolution and ordinance, and this Easement Deed shall be null and void if City’s SFPUC, Board of Supervisors and Mayor do not approve this Easement Deed, at their respective sole discretion.

*[SIGNATURES ON FOLLOWING PAGE]*

Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

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

DESCRIPTION CHECKED/APPROVED:

By: \_\_\_\_\_  
Tony Durkee  
Chief Surveyor

APPROVED AS TO FORM:

DENNIS J. HERRERA  
City Attorney

By: \_\_\_\_\_  
Richard Handel  
Deputy City Attorney

**ACKNOWLEDGMENT**

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

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

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

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

WITNESS my hand and official seal.

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

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by this Easement Deed and Agreement, dated \_\_\_\_\_, 2021, from City to Alameda CTC is hereby accepted pursuant to \_\_\_\_\_, and Grantee consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_

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

[NAME]

[TITLE]

**EXHIBIT 1 TO EASEMENT DEED**

**Description of Access Easement**

All that certain real property in Alameda County described and being a portion of Parcel 65 in the Indenture to the City and County of San Francisco, a municipal corporation of the State of California, dated and recorded March 3, 1930, in Book 2350, at Page 1, of the Official Records of Alameda County, more particularly described as a portion of Assessor's Parcel Number 096-0375-012-02, and designated and described as Caltrans Parcel 63879-4 on the attached **Exhibit 1-1**.

**EXHIBIT 1-1 TO EASEMENT DEED**

**Metes and Bounds Description of Access Easement**



Number

63879-4

**Exhibit "1-1"****PARCEL 63879-4**

A parcel of land situate in the unincorporated area of the County of Alameda, State of California, being a portion of Parcel 65 as described in the Indenture to the City and County of San Francisco, a municipal corporation of the State of California, recorded March 3, 1930 in Book 2350 at Page 1, Official Records of said County, being more particularly described as follows:

An easement for access purposes in and to that portion of said Parcel 65 described as follows:

**COMMENCING** at a point on the general westerly line of PARCEL 2A as described in the Final Order of Condemnation recorded August 25, 1964 in Reel 1296 Image 1, Official Records of said County, said point of commencement being the northerly terminus of the course described as "N. 18°50'14" E., 638.13 feet" in said Final Order of Condemnation (North 18°50'14" East for purposes of this description); thence along said general westerly line, North 65°50'00" West 1.75 feet; thence departing said general westerly line, South 19°59'49" West 10.03 feet to the **TRUE POINT OF BEGINNING**; thence continuing South 19°59'49" West 951.83 feet; thence southwesterly, along the arc of a curve to the right, concave to the northwest, having a radius of 7,152.58 feet, through a central angle of 4°16'33", an arc distance of 533.77 feet; thence South 24°16'22" West 774.04 feet; thence southwesterly, along the arc of a curve to the left, concave to the southeast, having a radius of 1,978.00 feet, through a central angle of 5°01'35", an arc distance of 173.53 feet; thence South 19°14'47" West 545.19 feet to a point on said general westerly line; thence along said general westerly line, South 23°18'17" West 116.01 feet; thence departing said general westerly line, North 62°21'48" West 10.03 feet; thence North 23°18'17" East 114.90 feet; thence North 19°14'47" East 544.83 feet; thence northeasterly, along the arc of a curve to the right, concave to the southeast, having a radius of 1,988.00 feet, through a central angle of 5°01'35", an arc distance of 174.40 feet; thence North 24°16'22" East 774.04 feet; thence northeasterly, along the arc of a curve to the left, concave to the northwest, having a radius of 7,142.58 feet, through a central angle of 4°16'33", an arc distance of 533.02 feet; thence North 19°59'49" East 952.56 feet; thence South 65°50'00" East 10.03 feet to the **TRUE POINT OF BEGINNING**.

CONTAINING 30,941 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983 (CCS83) Zone 3, Epoch 2010.00. Multiply distances by 1.0000871 to obtain ground distances.

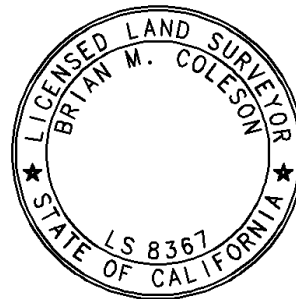
This real property description has been prepared by me, or under my direction, in conformance with the California Professional Land Surveyors' Act.



Brian M. Coleson, LS 8367

09/25/2020

Date

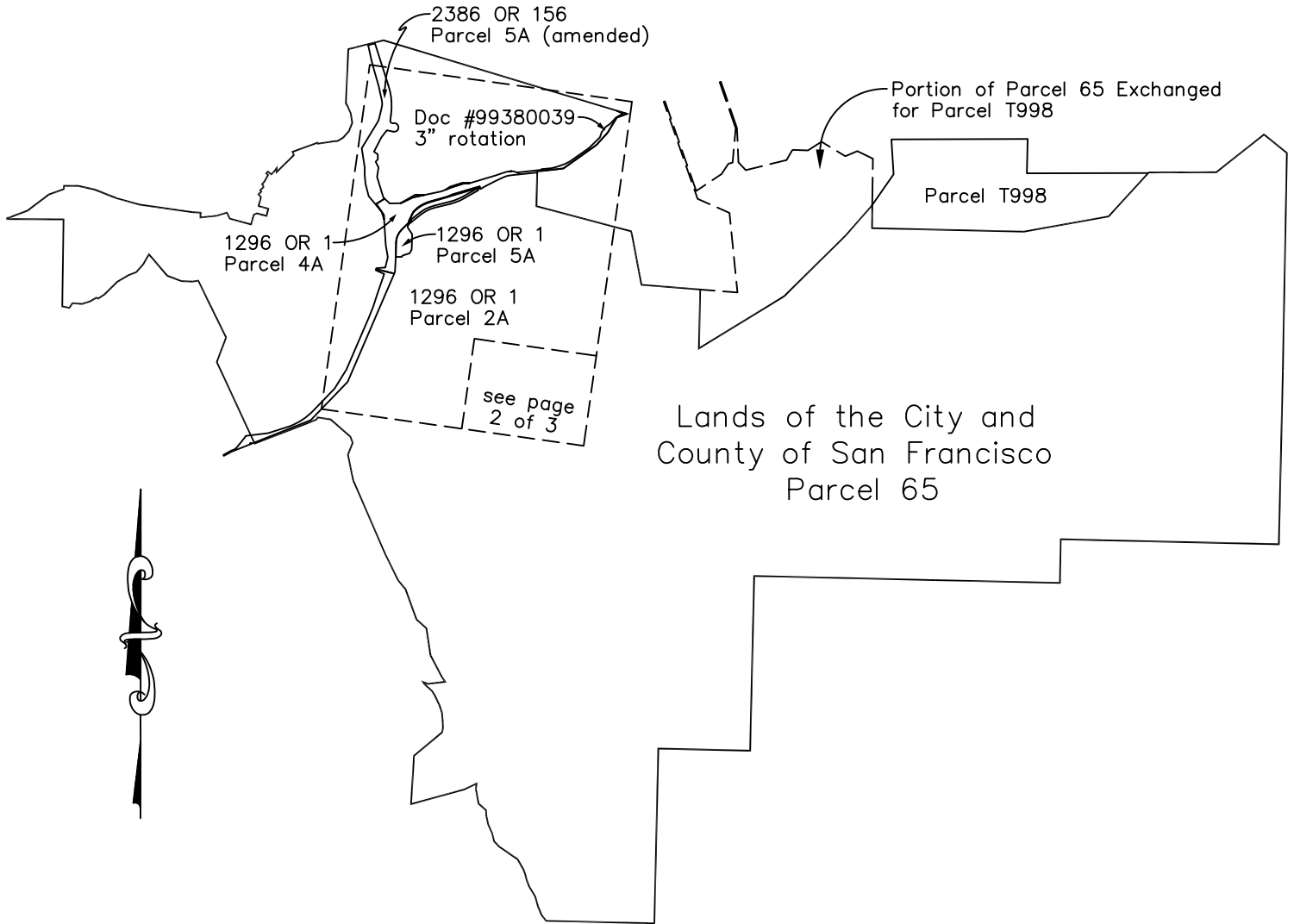


**EXHIBIT 2 TO EASEMENT DEED**

**Depiction of Access Easement**

(Assessor's Parcel No. 096-0375-012-02;  
Caltrans Parcel No. 63879-4)

*[see attached]*



Lands of the City and County of San Francisco Parcel 65

Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

Legend

Doc # Document Number  
 O.R. Official Records

Scale: 1" = 5000'

Page 1 of 3

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

Parcel 65 Relinquishments

Granted to Alameda County  
 For an Easement Adjacent  
 To Interstate 680

Unincorporated Alameda County

Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-6-11

Doc #99380039  
3" rotation

1296 OR 1  
Parcel 5E

APN 96-365-2-5

1296 OR 1  
Parcel 5D

2386 OR 156, Parcel 6A

1296 OR 1  
Parcel 5C

2386 OR 156, Parcel 6B

APN 96-375-6-8

1296 OR 1  
Parcel 4A

2386 OR 156  
Parcel 7A

Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-7-3

1296 OR 1  
Parcel 5A

Doc #1999444755

Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

1296 OR 1  
Parcel 2A

Scale: 1" = 1000'

Page 2 of 3

APN 96-375-12-2

Parcel 63879-4

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

Parcel 65 Relinquishments

Granted to Alameda County  
For an Easement Adjacent  
To Interstate 680

Legend

Doc # Document Number  
O.R. Official Records

Unincorporated Alameda County

Continues on Page 2 of 3

1296 OR 1, Parcel 4A

1296 OR 1 Parcel 5A

POB  
63868-7

1296 OR 1 Parcel 5A

POB  
63868-7

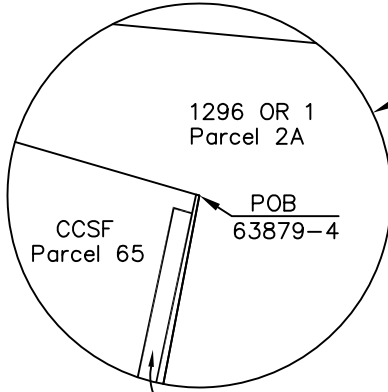
Parcel 63868-7

CCSF Parcel 65

Paloma Way

Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-7-3



1296 OR 1 Parcel 2A

POB  
63879-4

CCSF Parcel 65

Parcel 63879-4

1296 OR 1, Parcel 2A

Legend

- OR Official Records
- POB Point of Beginning
- APN Assessor's Parcel Number
- CCSF City and County of San Francisco

Lands of the  
City and County of  
San Francisco  
Parcel 65

APN 96-375-12-2

Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

Scale: 1" = 400'

Page 3 of 3



Parcel 63879-4

1296 OR 1, Parcel 2A

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

Parcel 65 Relinquishments  
Granted to Alameda County  
For an Easement Adjacent  
To Interstate 680

Unincorporated Alameda County

**EXHIBIT 3 TO EASEMENT DEED**

**Description of City's Real Property**

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

**Certificate Of Completion**

Envelope Id: 4A5C909DADE64AA8A402733F8CB66820	Status: Completed
Subject: Please DocuSign: PSA SR 84 / I-680 Widening Project in Sunol	
Source Envelope:	
Document Pages: 206	Signatures: 5
Certificate Pages: 5	Initials: 4
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Anthony Bardo
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	525 Golden Gate Ave
	San Francisco, CA 94102
	ABardo@sfgate.com
	IP Address: 67.218.104.126

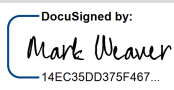
**Record Tracking**

Status: Original	Holder: Anthony Bardo	Location: DocuSign
6/14/2021 2:11:02 PM	ABardo@sfgate.com	

**Signer Events**

Mark Weaver  
 mark.weaver@dot.ca.gov  
 Deputy District Director, Right of Way  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 14EC35DD375F467...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 172.8.239.91

**Timestamp**

Sent: 6/14/2021 2:33:23 PM  
 Viewed: 6/14/2021 2:51:40 PM  
 Signed: 6/14/2021 2:51:59 PM

**Electronic Record and Signature Disclosure:**

Accepted: 6/14/2021 2:51:40 PM  
 ID: 580a948a-3b79-4599-9931-8aea5a568de4

R. Zachary Wasserman  
 zwasserman@wendel.com  
 RZW  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
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 Signature Adoption: Pre-selected Style  
 Using IP Address: 69.25.225.36

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**Electronic Record and Signature Disclosure:**

Accepted: 7/28/2020 3:46:46 PM  
 ID: 262c5ef0-e739-4efe-8e28-2f5888e67f77

Gary Huisingh  
 ghuisingh@alamedactc.org  
 Deputy Executive Director of Projects  
 Security Level: Email, Account Authentication (None)


DocuSigned by:  
  
 5B27E41D79F8454...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 64.237.7.190

Sent: 6/16/2021 5:36:32 PM  
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 Signed: 6/16/2021 5:55:26 PM

**Electronic Record and Signature Disclosure:**

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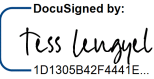
Patricia Reavey  
 preavey@alamedactc.org  
 Deputy Executive Director of Finance and Administration  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
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 Signature Adoption: Pre-selected Style  
 Using IP Address: 216.75.238.110

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 Signed: 6/17/2021 10:19:14 AM

**Electronic Record and Signature Disclosure:**

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Signer Events	Signature	Timestamp
Tess Lengyel tlengyel@alamedactc.org Security Level: Email, Account Authentication (None)	 <p>Signature Adoption: Pre-selected Style Using IP Address: 64.237.7.190</p>	<p>Sent: 6/17/2021 10:19:18 AM Viewed: 6/18/2021 8:46:25 AM Signed: 6/18/2021 8:49:06 AM</p>

**Electronic Record and Signature Disclosure:**  
 Accepted: 6/18/2021 8:46:25 AM  
 ID: 7b300ad1-ef67-4600-97b1-13c2757dc8ec


In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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O'Callaghan, Michael michael.ocallaghan@dot.ca.gov Security Level: Email, Account Authentication (None)	 <p>Using IP Address: 149.136.25.244</p>	<p>Sent: 6/14/2021 2:27:09 PM Viewed: 6/14/2021 2:33:22 PM</p>
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Amara Morrison amorrison@Wendel.com Security Level: Email, Account Authentication (None)	 <p>Using IP Address: 69.25.225.36</p>	<p>Sent: 6/14/2021 2:52:03 PM Viewed: 6/14/2021 4:01:47 PM</p>
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**Electronic Record and Signature Disclosure:**  
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	6/18/2021 8:46:25 AM
Signing Complete	Security Checked	6/18/2021 8:49:06 AM
Completed	Security Checked	6/18/2021 8:49:06 AM

Payment Events	Status	Timestamps
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**Electronic Record and Signature Disclosure**



## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, CCSF - 5 (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact CCSF - 5:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [natalie.prendergast@sfgov.org](mailto:natalie.prendergast@sfgov.org)

#### **To advise CCSF - 5 of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [natalie.prendergast@sfgov.org](mailto:natalie.prendergast@sfgov.org) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from CCSF - 5**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [natalie.prendergast@sfgov.org](mailto:natalie.prendergast@sfgov.org) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with CCSF - 5**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [natalie.prendergast@sfgov.org](mailto:natalie.prendergast@sfgov.org) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CCSF - 5 as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CCSF - 5 during the course of your relationship with CCSF - 5.