

MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO,
THROUGH ITS PUBLIC UTILITIES COMMISSION,
AND
THE CITY OF THE CITY OF MOUNTAIN VIEW
REGARDING MOUNTAIN VIEW'S USE OF SAN FRANCISCO LANDS

Dated as of November 21, 2019

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (“**Agreement**”), dated as of _____, 2019 for reference purposes, is by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“**San Francisco**”), acting through its Public Utilities Commission (“**SFPUC**”), and the CITY OF MOUNTAIN VIEW, a municipal corporation (“**Mountain View**”). San Francisco and Mountain View may be sometimes collectively referred to in this Agreement as the “**Parties**.”

RECITALS

A. San Francisco, acting by and through the SFPUC, owns and operates a regional water system that serves San Francisco and twenty-seven (27) wholesale water customers located in San Mateo, Santa Clara, and Alameda counties in the San Francisco Bay Area. The SFPUC maintains San Francisco real property that constitutes a part of such water system, including numerous parcels of property located within Mountain View’s municipal borders. San Francisco has installed and maintains, or may install and maintain, pipelines, electrical, telecommunication, or other utility lines, wells, sanitary or storm sewers, and/or other improvements, along with related appurtenances to any of the foregoing named improvements (collectively, the “**SFPUC Facilities**”), on, across, under, or over most or all of such parcels of real property.

B. Mountain View occupies and uses for recreational uses six (6) parcels of San Francisco real property pursuant to six (6) existing SFPUC permits as shown on the attached **Exhibit A** (collectively, the “**Subject Parcels**”). Mountain View pays no rent to San Francisco with respect to its use of any of the Subject Parcels, although, in certain instances, Mountain View reimburses San Francisco for Mountain View’s pro rata share of property taxes and assessments for such use. In addition to the Subject Parcels, San Francisco owns a parcel of real property located between El Camino Real and Fayette Drive in Mountain View (sometimes designated as SFPUC Parcels No. 227, 228, and 229) where Mountain View desires to construct a new park for use by the public (the “**Fayette Parcel**”). The Fayette Parcel is further depicted in the attached **Exhibit B**.

C. San Francisco has identified the trees listed on the attached **Exhibit C-1** and located as shown on the attached **Exhibit C-2** (the “**Unacceptable Trees**”) that are currently placed on certain of the Subject Parcels or other San Francisco parcels located within Mountain View’s borders that San Francisco has determined pose hazards or unacceptable risks to the SFPUC Facilities located on, across, or under such parcels. The Unacceptable Trees should be removed in accordance with the SFPUC Right of Way Encroachment Policy (a copy of which is attached as **Exhibit D**) and the SFPUC Right of Way Integrated Vegetation Management Policy (a copy of which is attached as **Exhibit E**). San Francisco desires that Mountain View remove the Unacceptable Trees and seeks Mountain View’s assistance with community outreach in the SFPUC’s ongoing efforts under its Encroachment Policy and Vegetation Management Policy to remove encroachments by adjoining third-party landowners upon certain of other portions of San Francisco’s pipeline right-of-way within Mountain View’s boundaries.

D. San Francisco’s regional water system includes Bay Division Pipelines 3 and 4, which are located in San Francisco’s pipeline right of way that crosses Mountain View. Although San Francisco owns fee interests or permanent easement rights in virtually all of its pipeline rights of way, San Francisco lacks documentation of such permanent rights in several parcels constituting portions of its pipeline right of way that lie beneath certain Mountain View streets and are identified in the attached **Exhibit F** (the “**Gap Parcels**”). In order to perfect any rights it has, or desires to have, in the Gap Parcels for the benefit of its constituents and rate payers, San Francisco desires to obtain easement rights from the City of Mountain View to place, operate, maintain, repair, and replace its pipelines and related appurtenances within, across, and under the Gap Parcels.

E. On February 2, 2016, the Mountain View City Council determined that the proposed transactions and respective obligations of the Parties pursuant to this Agreement (inclusive of the proposed park developments and tree removals), were categorically exempt under the California Environmental Quality Act (“CEQA”) per Sections 15332, 15321, and 15301(h) (“Infill Development Projects”, “Enforcement Actions by Regulatory Agencies”, and “Existing Facilities”) of the CEQA Guidelines and authorized the Mountain View City Manager to execute this Agreement once the terms have been finalized. Mountain View filed a CEQA Notice of Exemption on February 3, 2016. On November 16, 2016, the Bureau Manager of the SFPUC’s Bureau Of Environmental Management wrote a memorandum explaining the SFPUC’s role as a Responsible Agency under CEQA with respect to this proposed Agreement, and the transactions and respective obligations of the Parties pursuant to this Agreement (inclusive of the proposed park developments and tree removals contemplated by this Agreement), and, among other determinations, found that (i) the SFPUC is a “responsible agency” under CEQA with respect to the “project” contemplated by this Agreement because execution of this Agreement and the instruments contemplated by this Agreement to allow Mountain View’s use and maintenance of certain of the SFPUC’s lands in Mountain View constitutes a discretionary action by the SFPUC that is subject to compliance with CEQA, but Mountain View is primarily responsible as “Lead Agency” for implementation of the actions considered in this MOA; (ii) the SFPUC’s Natural Resources Land Management Division determined that the proposed park developments and tree removals are consistent with the SFPUC’s policy regarding acceptable uses of the SFPUC’s right-of-way lands and are compatible with protection and maintenance of the SFPUC’s pipelines; and (iii) Mountain View did not adopt mitigation measures for the proposed “project,” as part of its determination that the project is categorically exempt from CEQA, but did agree to conduct bird nesting surveys before tree removal, and the SFPUC is willing to enable Mountain View, through execution of this proposed Agreement and approval of the associated revocable licenses, to carry out the proposed improvements on portions of the SFPUC’s rights of way located in the City of Mountain View.

F. Subject to the terms and conditions of this Agreement, San Francisco is willing to grant Mountain View rent-free licenses with respect to the Subject Parcels and the Fayette Parcel for the Term (defined in Section 1 [Term] below) of this Agreement.

G. Mountain View is willing to maintain the Subject Parcels and the Fayette Parcel and perform its other obligations set forth in this Agreement and the New Licenses (defined in Section 3 [License Agreements] below) in order to improve the appearance of these parcels and enable its residents to enjoy the use of the parcels as parks and community open space.

NOW, THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, San Francisco and Mountain View hereby agree as follows:

AGREEMENT

1. **Term**. The term (the “**Term**”) of this Agreement shall commence on the date that this Agreement is mutually executed and delivered by the Parties (the “**Effective Date**”) and continue for so long as the New Licenses or any of them, are in force and effect. Execution and delivery of this Agreement is subject to the approval of Mountain View’s City Council, SFPUC approval, and, if required, the approval of San Francisco’s Board of Supervisors and Mayor.

2. **Fayette Park**. On the Effective Date, pursuant to Section 3 [License Agreements] below, San Francisco shall issue an appropriate license that provides for Mountain View’s use of the Fayette Parcel for park and recreational uses.

3. **License Agreements**. On the Effective Date, the Parties shall execute and deliver new licenses (collectively, the “**New Licenses**” and each a “**New License**”) in substantially the form attached as **Exhibit G-1**, **Exhibit G-2**, **Exhibit G-3**, **Exhibit G-4**, **Exhibit G-5**,

Exhibit G-6, and **Exhibit G-7** with respect to use and occupancy of the Subject Parcels and the Fayette Parcel (collectively, the “**Licensed Premises**”) after the Effective Date. The Parties acknowledge that (a) upon the execution and delivery by the Parties of the New Licenses, any permit, lease, license, or other instrument issued prior to the Effective Date by San Francisco to Mountain View with respect to Mountain View’s use or occupancy of any of the Licensed Premises shall be terminated, superseded, and replaced by the New License to be issued with respect to such Licensed Premises; and (b) none of the New Licenses shall require Mountain View to pay rent or other consideration to San Francisco as compensation for Mountain View’s use or occupancy of the Licensed Premises except as provided in Section 4 [Maintenance], Section 5 [Conveyance of Easement Rights in Specified Street Crossings], Section 6 [Removal of Certain Encroachments and Encroachment Assistance], and Section 7 [Costs of Mitigation and Removal of Mountain View’s Improvements]. In addition, Mountain View acknowledges that the New Licenses will provide that Mountain View shall be obligated to (i) reimburse San Francisco for property taxes and other assessments levied against the Licensed Premises during the term of each New License, (ii) maintain such insurance or self-insurance as specified in each New License, and (iii) pay such other fees or costs not constituting rent or compensation for Mountain View’s use or occupancy of the Licensed Premises as specified in each New License (e.g., repair costs to SFPUC Facilities damaged by Mountain View’s or the public’s use of any of the Licensed Premises, inspection fees or costs associated with improvements, repairs, or maintenance work by or on behalf of Mountain View on any of the Licensed Premises, and such costs or damages incurred by San Francisco resulting from Mountain View’s failure to perform its obligations under a New License).

4. **Maintenance.** During the Term, Mountain View will maintain the surface of the parcel identified on the attached **Exhibit H** (the “**Maintenance Parcel**”), which is owned by San Francisco as part of its water system and located within Mountain View’s boundaries. As used in this Section 4 and Section 8 [Indemnity] below, the terms “**maintain**,” “**maintenance**,” and “**maintenance obligations**,” mean that, with respect to the Maintenance Parcel, Mountain View shall be solely responsible to (a) mow grass and remove weeds when necessary in accordance with the SFPUC Vegetation Management Policy and, in any event, at least twice each calendar year, and (b) regularly (at least once every calendar month) remove trash, debris, and graffiti as reasonably required or necessary to keep the Maintenance Parcel in a safe, sanitary, and slightly condition and to prevent the existence of a nuisance on the Maintenance Parcel. In the course of maintaining the Maintenance Parcel, Mountain View shall not do anything in, on, under, or about the Maintenance Parcel that could cause damage to or interference with any pipelines or other property located in, on, under, or about the Maintenance Parcel. Mountain View shall use, and shall cause its employees, contractors, and agents to use, due care at all times to avoid any damage or harm to San Francisco’s water pipelines or other property and natural attributes of the Maintenance Parcel and to minimize slope erosion. Mountain View shall not perform any excavation work without San Francisco’s prior written approval, which San Francisco may withhold at its sole discretion. Under no circumstances shall Mountain View damage, harm, or remove any rare, threatened, or endangered species that are present on or about the Maintenance Parcel. Mountain View’s obligations to maintain the Maintenance Parcel shall continue until the earlier of the following dates: (i) the date Mountain View receives San Francisco’s notice terminating all of Mountain View’s then remaining maintenance obligations pursuant to this Section 4 or (ii) the date that none of the New Licenses continues to be in force and effect. Mountain View shall notify San Francisco in writing not less than five (5) days before performing any maintenance work on the Maintenance Parcel, except in the case of an emergency wherein Mountain View shall notify San Francisco telephonically and in writing as soon as reasonably possible. For the purposes of the foregoing notice obligation, “maintenance work” shall not be deemed to include the mowing, or the weed, trash, debris, and graffiti removal regularly performed by Mountain View pursuant to this Section. Notwithstanding the foregoing, at all times, San Francisco shall retain all of its property rights with respect to the Maintenance Parcel, including, without limitation, the right at all relevant times to enter upon, use, inspect, and construct, maintain, or repair improvements upon, across, under, or over the Maintenance Parcel. If, at any time prior to the termination of Mountain View’s maintenance obligations pursuant to this Section 4, San Francisco notifies Mountain View of deficiencies or failures in

Mountain View's performance of such obligations, Mountain View shall promptly remedy or cure such deficiencies or failures.

5. Conveyance of Easement Rights in Specified Street Crossings. On the Effective Date, Mountain View shall execute and deliver to San Francisco easement deeds with respect to each of the Gap Parcels in the forms attached as **Exhibit I-1, Exhibit I-2, Exhibit I-3, Exhibit I-4, Exhibit I-5, Exhibit I-6, Exhibit I-7, Exhibit I-8, and Exhibit I-9.**

6. Removal of Certain Encroachments and Encroachment Assistance. In accordance with, and pursuant to the SFPUC Encroachment Policy and Vegetation Management Policy, Mountain View will perform the following services:

(a) Within one hundred eighty (180) days of the Effective Date, Mountain View will remove, or cause the removal of, the Unacceptable Trees that are currently located on certain Subject Parcels or other parcels of San Francisco's real property located within Mountain View's borders. The Unacceptable Trees are specifically identified on the attached **Exhibit C-1** and their locations are depicted on the attached **Exhibit C-2.**

(b) During the Term, Mountain View shall assist and cooperate with San Francisco in its community outreach efforts and communications with third-parties to remove structures, trees, and shrubs on parcels of San Francisco real property located within Mountain View's boundaries when San Francisco determines that the presence on San Francisco lands of such structures, trees, or shrubs constitute violations of the SFPUC Encroachment Policy, Vegetation Management Policy, and related guidelines (as they currently exist and may be amended from time to time) or pose hazards or unacceptable risks to any of the current or future SFPUC Facilities installed on or about such parcels of San Francisco property. Such community outreach assistance and cooperation shall include, without limitation, promptly after San Francisco's request, Mountain View co-signing any SFPUC correspondence to local citizens regarding such violations of the SFPUC Encroachment Policy, Vegetation Management Policy, and related guidelines or risks resulting therefrom, and other reasonable measures necessary to protect and safely maintain and operate San Francisco's water conveyance systems and its associated pipeline right of way(s), subject to Mountain View's approval of the letter content.

7. Costs of Mitigation and Removal of Mountain View's Improvements. In the event that the SFPUC requires use or occupancy of the any portion of the Licensed Premises at any time or for any reason, including, without limitation, (a) any use that requires or results in the installation, removal, replacement, repair, or maintenance by or on behalf of San Francisco of pipelines, water or electrical conveyance systems, structures of any kind, or any other improvements to be constructed or placed upon, under, above, or across the Licensed Premises, or any of them, (b) the removal or alteration of any improvements installed by Mountain View on any of the Licensed Premises, (c) the interruption or cessation of the use by Mountain View or the public for public park or recreational purposes of any portion of the Licensed Premises, (d) the termination of any of the New Licenses, or (e) any other change in the use or physical modification of any portion of the Licensed Premises, Mountain View acknowledges and agrees that, within thirty (30) days of San Francisco's written request, it shall pay or reimburse San Francisco for any costs or expenses incurred by San Francisco to the extent attributable to:

(i) the implementation of any mitigation measures required by any applicable federal, state, or local law, including, without limitation, CEQA, San Francisco's Environmental Quality Regulations (San Francisco Administrative Code Section 31), and any other similar law or statute, resulting from the change in use or alteration of any of the Licensed Premises or the loss or interruption of public park or recreational uses of any of the Licensed Premises by Mountain View or the public, and

(ii) the alteration, removal, and/or restoration of Mountain View's improvements upon any of the Licensed Premises.

8. Indemnity. Mountain View, on behalf of itself and its successors and assigns, shall indemnify and hold harmless San Francisco and its boards, commissions, departments, agencies, and other subdivisions, including, without limitation, the SFPUC, and all of its and their respective officers, directors, employees, agents, and contractors (collectively, “**Agents**”), and their respective heirs, legal representatives, successors and assigns, and each of them (collectively, “**Indemnified Parties**”) from and against any and all claims, demands, losses, liabilities, damages, liens, injuries, penalties, fines, lawsuits and other proceedings, judgments and awards, and costs and expenses, including, without limitation, reasonable attorneys’ and consultants’ fees and costs (collectively, “**Losses**”) incurred in connection with or arising directly or indirectly, in whole or in part, out of: (a) any accident, injury to, or death of a person, including, without limitation, Mountain View’s agents, employees, representatives, employees, and invitees, or loss of or damage to property (including, without limitation, the SFPUC Facilities) howsoever or by whomsoever caused, occurring in, on, or about any parcel of San Francisco real property located within Mountain View’s borders (the “**San Francisco Properties**”) during the course of, or relating to, Mountain View’s performance of its maintenance obligations pursuant to Section 4 [Maintenance] or Mountain View’s performance of its obligations pursuant to Section 6(a) [Removal of Certain Encroachments and Encroachment Assistance] to remove the structures, trees, and shrubs specified on Exhibit C-1; (b) any default by Mountain View in the observation or performance of any of the terms, covenants, or conditions of this Agreement to be observed or performed on Mountain View’s part; (c) the condition of any of the San Francisco Properties or any of the SFPUC Facilities located on, across, under, or over any of the San Francisco Properties; (d) any construction or other work undertaken by Mountain View on or about the San Francisco Properties whether before or during the Term of this Agreement; or (e) any acts, omissions or negligence of Mountain View, its agents, employees, representatives, employees and invitees, or of any trespassers, in, on, or about the San Francisco Properties; all regardless of the sole negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on, San Francisco or any other of the Indemnified Parties, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement and further except only to the extent such Losses as are caused exclusively by the gross negligence and intentional wrongful acts and omissions of the Indemnified Parties. The foregoing indemnification and hold harmless obligations shall include, without limitation, reasonable fees of attorneys, consultants, and experts and related costs and San Francisco’s costs of investigating any Loss. Mountain View specifically acknowledges and agrees that it has an immediate and independent obligation to defend San Francisco and the other Indemnified Parties from any claim that actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent, or false, which obligation arises at the time such claim is tendered to Mountain View by San Francisco and continues at all times thereafter. Mountain View’s obligations under this Section shall survive the expiration or sooner termination of the Agreement.

9. Notices. Any notices given or required pursuant to this Agreement shall be effective only if in writing and given by delivering the notice in person, by sending it first class mail or certified mail with a return receipt requested, or nationally-recognized overnight courier that guarantees next day delivery and provides a receipt therefor, with postage prepaid, addressed as follows (or such alternative address as may be provided in writing):

San Francisco or the SFPUC: Real Estate Services Division
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 10th Floor
San Francisco, California 94102
Attn: Real Estate Director
Re: MOA with City of Mountain View

Mountain View:

City of Mountain View
Public Works Department
500 Castro Street
Mountain View, California 94039-7540
Attn: Real Estate Program Administrator

A properly addressed notice transmitted by one of the foregoing methods shall be deemed received upon confirmed delivery, attempted delivery, or rejected delivery. Neither party may give official or binding notice by e-mail or facsimile transmission.

10. Miscellaneous Provisions.

(a) **Risk of Non-Appropriation of Funds.** This Agreement is subject to the budget and fiscal provisions of San Francisco's Charter. San Francisco shall have no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. Mountain View acknowledges that San Francisco budget decisions are subject to the discretion of its Mayor and Board of Supervisors. Mountain View assumes all risk of possible non-appropriation or non-certification of funds, and such assumption is part of the consideration for this Agreement. Accordingly, there shall be no obligation for the payment or expenditure of money by San Francisco under this Agreement unless San Francisco's Controller first certifies, pursuant to Section 3.105 of San Francisco's Charter, that there is a valid appropriation from which the expenditure may be made and that unencumbered funds are available from the appropriation to pay the expenditure. Without limiting the foregoing, if in any fiscal year of San Francisco after the fiscal year in which the Term of this Agreement commences, sufficient funds for the funding of any costs or other payments that may be required under this Agreement are not appropriated, then San Francisco may terminate this Agreement, without penalty, liability, or expense of any kind to Mountain View, as of the last date on which sufficient funds are appropriated. San Francisco shall use its reasonable efforts to give Mountain View reasonable advance notice of such termination.

(b) **Severability.** If any provision of this Agreement or the application thereof to any person, entity, or circumstance 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 be enforceable to the fullest extent permitted by law, provided that the remainder of this Agreement can be interpreted to give effect to the intention of the Parties.

(c) **Good Faith.** Each party shall use all reasonable efforts and work wholeheartedly and in good faith for the expedited completion of the objectives of this Agreement and the satisfactory performance of its terms.

(d) **Sole Benefit.** This Agreement is for the sole benefit of the Parties and shall not be construed as granting rights to any person other than the Parties or imposing obligations on a Party to any person other than the other Party to this Agreement.

(e) **Governing Law.** This Agreement is made under and shall be governed by the laws of the State of California and San Francisco's Charter.

(f) **Amendment; Waiver.** Neither this Agreement nor any term or provision hereof may be changed or amended, except by a written instrument signed by both Parties. Any waiver by either party of any term, covenant, or condition contained in this Agreement must be in writing, and signed by an officer or other authorized representative, and a waiver of one breach shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition.

(g) **Notification of Limitations on Contributions.** Through its execution of this Agreement, Mountain View acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with San Francisco for the selling or leasing of any land or building to or from San Francisco whenever such transaction would require the approval by a San Francisco elective officer, the board on which that San Francisco elective officer serves, or a board on which an appointee of that individual serves, from making any campaign contribution to (i) a San Francisco elective officer, (ii) a candidate for the office held by such individual, or (iii) 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. Mountain View 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. Mountain View further acknowledges that the prohibition on contributions applies to Mountain View; each member of Mountain View's City Council, and Mountain View's chief executive officers; any contractor or subcontractor listed in this Agreement; and any committee that is sponsored or controlled by Mountain View. Additionally, Mountain View acknowledges that Mountain View must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Mountain View further agrees to provide to San Francisco the names of each person, entity, or committee described above. The requirements of this Section 10(g) shall apply only to the six (6)-month period following the Parties' execution and delivery of this Agreement and each six (6)-month period that follows the Parties' execution and delivery of each License described in Section 3 [License Agreements] above.

(h) **Disclosure.** Mountain View understands and agrees that San Francisco's Sunshine Ordinance (San Francisco Administrative Code Chapter 67) and the State Public Records Law (Gov't Code Section 6250 et seq.) apply to this Agreement and any and all records, information, and materials submitted to San Francisco in connection with this Agreement. Accordingly, any and all such records, information and materials may be subject to public disclosure in accordance with San Francisco's Sunshine Ordinance and the State Public Records Law. Mountain View hereby authorizes San Francisco to disclose any records, information and materials submitted to San Francisco in connection with this Agreement.

(i) **Time of the Essence.** Time is of the essence in all matters relating to this Agreement.

(j) **Attorneys' Fees.** If either party commences an action against the other or a dispute arises under this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the other party. For purposes hereof and for purposes of the indemnifications set forth herein, San Francisco's reasonable attorneys' fees shall be based on the fees regularly charged by private attorneys in San Francisco with comparable experience notwithstanding San Francisco's use of its own attorneys.

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

(l) **Recitals, Exhibits, and Schedules.** The Recitals set forth above are true and correct and are incorporated into this Agreement. The attached exhibits and schedules referred to herein are incorporated into and made a part of this Agreement.

(m) **Integration.** Subject to any subsequent agreements authorized pursuant to this Agreement, this Agreement represents the entire understanding of the Parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in this Agreement.

(n) **MacBride Principles - Northern Ireland.** San Francisco urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1 et seq. San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Mountain View acknowledges that it has read and understands the above statement of San Francisco concerning doing business in Northern Ireland.

(o) **Tropical Hardwood and Virgin Redwood Ban.** Pursuant to Section 804(b) of the San Francisco Environment Code, San Francisco urges contractors 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, neither Mountain View nor any of its contractors shall include in the specifications for any work to be performed by or on behalf of Mountain View pursuant to or in connection with this Agreement any items that are tropical hardwood, tropical hardwood wood products, virgin redwood, or virgin redwood wood products.

(p) **Nondiscrimination.** In the performance of this Agreement, Mountain View shall not discriminate against any employee, subcontractor, applicant for employment with Mountain View, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

(q) **Cooperative Drafting; Interpretation; Captions.** 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. The provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against any Party in order to achieve the objectives and purposes of the Parties. Any caption preceding the text of any section, paragraph, or subsection or in the table of contents is included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement.

(r) **Further Assurances.** The Parties shall execute and acknowledge such other and further documents as may be necessary or reasonably required to carry out the mutual intent of the Parties as expressed in this Agreement.

(s) **Corrections of Technical Errors.** If by reason of inadvertence, and contrary to the intention of the Parties, errors are made in this Agreement, then the Parties by mutual agreement may correct such error by written memorandum executed by them without the necessity of a formal amendment of this Agreement.



(t) **Necessary Approvals.** This Agreement is subject to the approval of Mountain View's City Council, SFPUC approval, and, if required, the approval of San Francisco's Board of Supervisors and Mayor, each at its sole and absolute discretion.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

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

CITY OF MOUNTAIN VIEW,
a municipal corporation

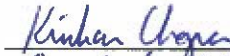
By: 
Harlan L. Kelly, Jr.
General Manager

By: 
for City Manager 

Approved as to form:

Approved as to form:

Dennis J. Herrera
City Attorney

By: 
Sr. Asst. City Att
City of Mountain View

By: 
Richard Handel, Deputy City Attorney

EXHIBITS:

Exhibit A – Depiction of Subject Parcels Currently Occupied by Mountain View

Exhibit B – Fayette Parcel

Exhibit C-1 – List of Unacceptable Trees to Be Removed From San Francisco Lands in Mountain View

Exhibit C-2 - Maps of Unacceptable Trees to be Removed From San Francisco Lands in Mountain View

Exhibit D – Copy of the SFPUC Encroachment Policy

Exhibit E – Copy of the SFPUC Vegetation Management Policy

Exhibit F – Gap Parcels

Exhibit G – New Licenses

Exhibit G-1 – Form of License for Fayette Park P4255

Exhibit G-2 – Form of License for Klein Park P3626A

Exhibit G-3 – Form of License for Rengstorff Park P2447A

Exhibit G-4 – Form of License for Senior Garden P3986A

Exhibit G-5 – Form of License for Rex Manor Park P3845A

Exhibit G-6 – Form of License for Stierlin Road Sidewalk Connector Parcel P4057A

Exhibit G-7 – Form of License for Stevens Creek Trail and Whisman Park P3694A

Exhibit H – Maintenance Parcel

Exhibit H-1 – Depiction of Maintenance Parcel 199-A

Exhibit I – Easement Deeds

Exhibit I-1 – Form of Easement Deed for Crisanto Avenue Street Crossing Parcel

Exhibit I-2 – Form of Easement Deed for Fayette Drive Street Crossing Parcel

Exhibit I-3 – Form of Easement Deed for Moffett Boulevard Street Crossing Parcel

Exhibit I-4 – Form of Easement Deed for Ortega Avenue Street Crossing Parcel

Exhibit I-5 – Form of Easement Deed for Rengstorff Avenue Street Crossing

Exhibit I-6 – Form of Easement Deed for San Antonio Road Street Crossing Parcel

Exhibit I-7 – Form of Easement Deed for Stierlin Road Street Crossing Parcel

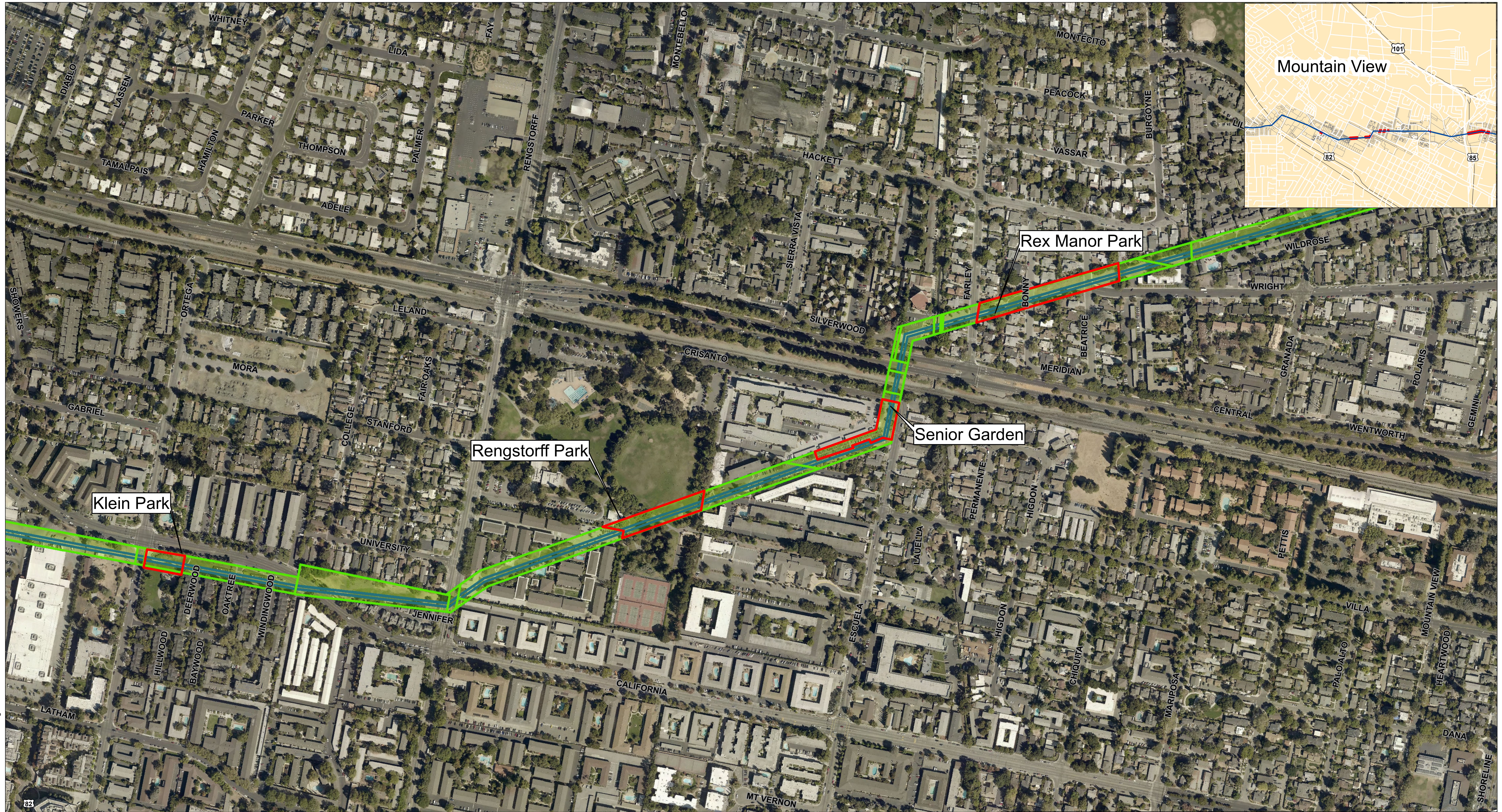
Exhibit I-8 – Form of Easement Deed for Tyrella Avenue Street Crossing Parcel

Exhibit I-9 – Form of Easement Deed for Whisman Road Street Crossing Parcel

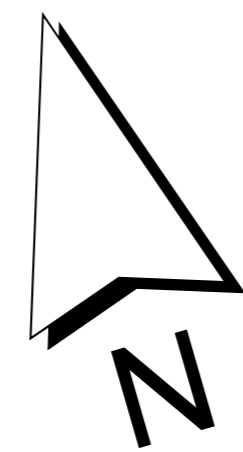
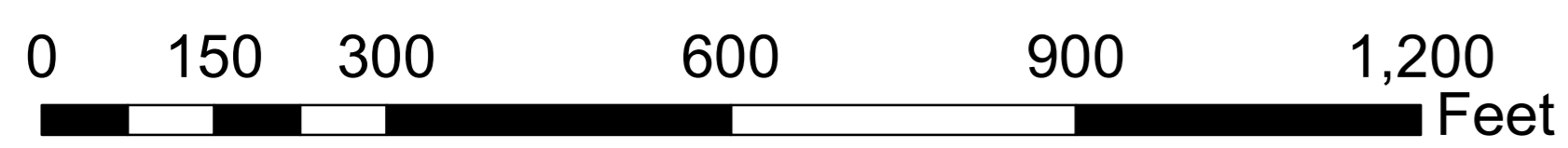
EXHIBIT A

Depiction of Subject Parcels Currently Occupied by Mountain View

[see attached]



H. Rodgers 02.21.2019



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.

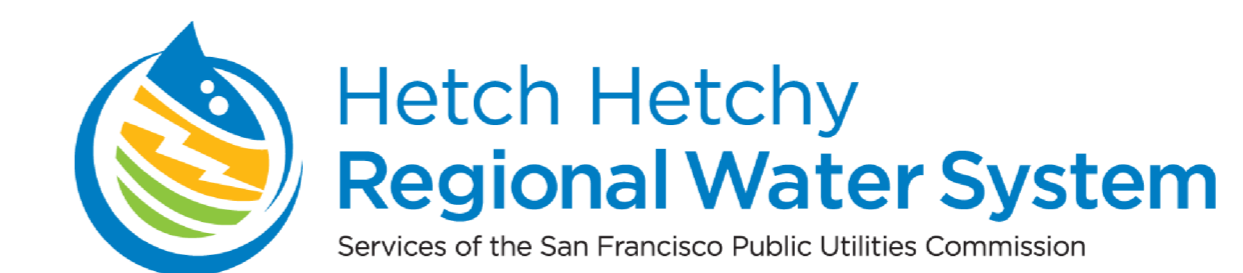
 SFPUC land (fee owned)

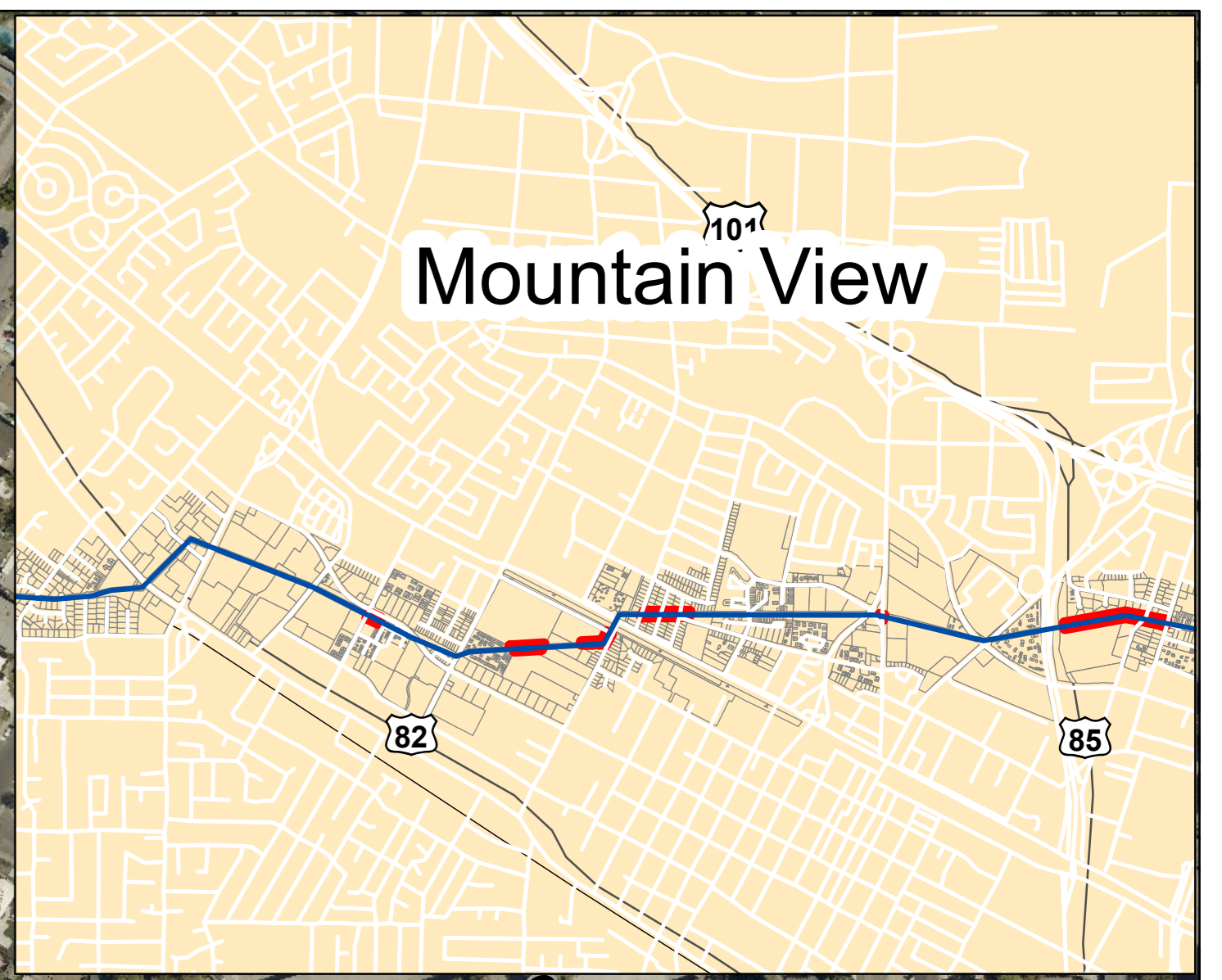
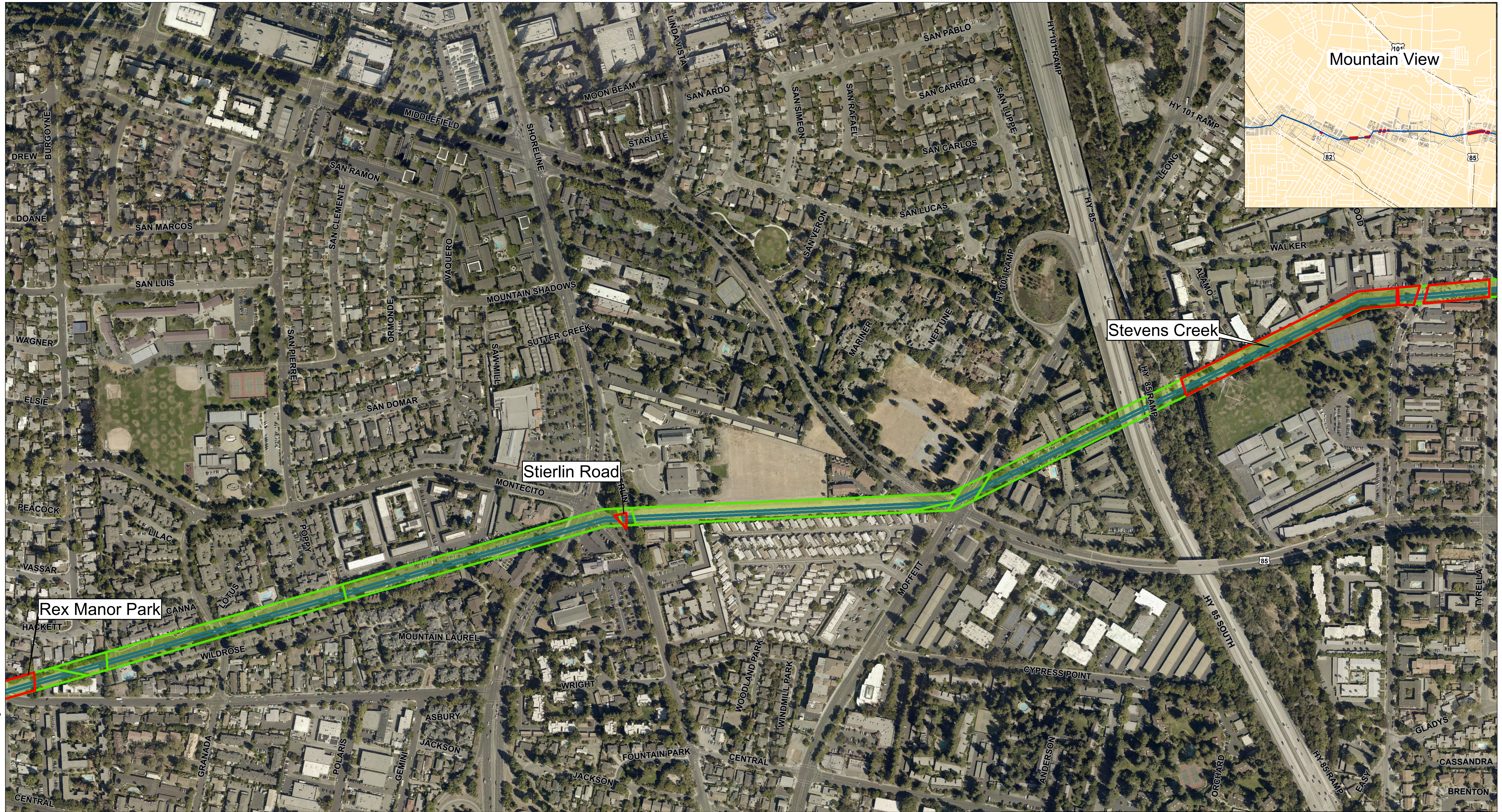
 SFPUC Pipelines

 License Area

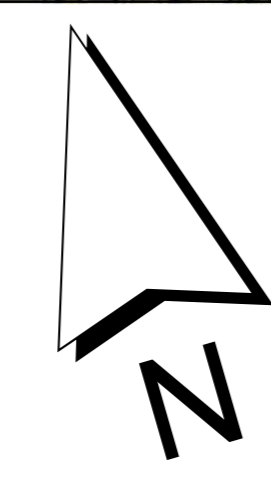
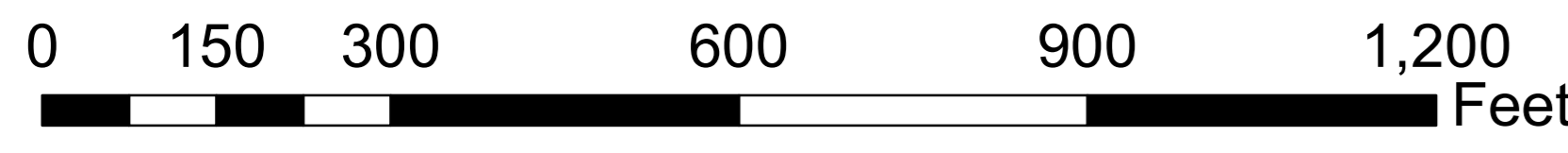
San Francisco Public Utilities Commission Mountain View MOU

License Areas shown in the MOU between
City and County of San Francisco
and the City of Mountain View
Page 1 of 2





H. Rodgers 02.21.2019



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- SFPUC land (fee owned)
- SFPUC Pipelines
- License Area

San Francisco Public Utilities Commission Mountain View MOU

License Areas shown in the MOU between
City and County of San Francisco
and the City of Mountain View
Page 2 of 2



EXHIBIT B

Fayette Parcel

[see attached]

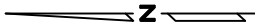
Fayette Drive

Parcel 227
Book 1890 Page 223

Parcel 228
Book 1860 Page 402

148-16-010
80' Wide PUC Right-of-Way
Parcel 229
Book 1945 Page 397

Parcel 380 Maps Page 44
Book 1945 Page 397



Scale: 1"=100'

Easement to State

El Camino Real

167-11-040
80' Wide PUC Right-of-Way
Parcel 231
Book 2180 Page 109

Fayette Parcel.dwg

03/13/2019

City and County of San Francisco Public Utilities Commission Real Estate Services
BDPL 3&4 Parcels 227, 228, & 229
City of Mountain View Santa Clara County

EXHIBIT C-1

List of Unacceptable Trees to be Removed From San Francisco Lands in Mountain View

SFPUC Id. Tag No.	Photo Id. No.	Location Description	SFPUC Parcel No.	SFPUC License No.	Number of Trees or Encroachments to be Removed	Description
229-1, 229-2, 229-3, 229-4, 229-5	229-1, 229-2, 229-3, 229-4, 229-5	S.F. fee-owned property between Fayette Drive and El Camino Real	229	Fayette Park, Proposed License No. 4255	5 trees	Five (5) Monterey pine trees of varying sizes, including two (2) very large trees (over 70 feet tall) growing on the southeastern edge of S.F. property.
227-A, 227-B, 227-C, 227-D, 227-E, 227-F, 227-G, 227-H	227-A, 227-B, 227-C, 227-D, 227-E, 227-F, 227-G, 227-H	S.F. fee-owned property between Fayette Drive and El Camino Real	227	Fayette Park, Proposed License No. 4255	8 trees	Eight (8) trees adjacent to 2645 Fayette Drive. This adjacent private property has a fence and improvements encroaching onto SFPUC property and there are four (4) very large elm trees and four (4) smaller mulberry trees within this encroachment area. These trees have not been tagged or photographed by the SFPUC but are on SFPUC property.
213-1, 213-A, 213-B, 213-C	213-1, 213-A, 213-B, 213-C	S.F. fee-owned property at California Street, West of S. Rengstorff Ave. near University Garden townhouse complex (Jennifer Court)	213	Unlicensed area along California Street	4 trees	Four (4) large sycamore trees growing between or near Bay Division Pipelines Nos. 3 and 4

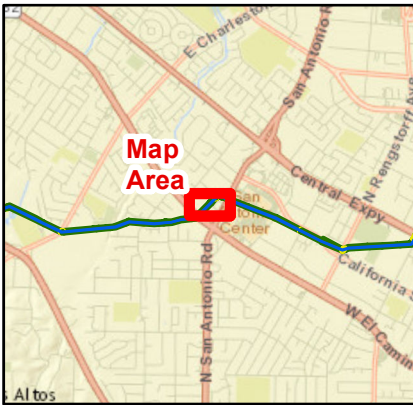
SFPUC Id. Tag No.	Photo Id. No.	Location Description	SFPUC Parcel No.	SFPUC License No.	Number of Trees or Encroachments to be Removed	Description
212-A 212-B	212-A 212-B	S.F. crossing at traffic median on S. Rengstorff Ave.	212	Unlicensed traffic median on S. Rengstorff Ave	2 trees	Two (2) large Canary Island Pines, one directly on top of Bay Division Pipeline No. 3, the other within 10 feet of Bay Division Pipeline No. 3
211-1	211-1	S.F. fee-owned property at Rengstorff Ave. adjacent to eastern sidewalk	211	Unlicensed area adjacent to sidewalk on east side of Rengstorff Avenue	1 tree	One (1) large Magnolia Grandiflora tree within ten (10) feet of Bay Division Pipeline No. 3
208A-A, 208A-B, 208A- C	208A-A, 208A-B, 208A- C	SF fee-owned property near the corner of Crisanto Ave. and Escuela Avenue, adjacent to the SFPUC turn-out.	208A	Senior Park Garden at the corner of Crisanto Avenue and Escuela Avenue adjacent to the SFPUC turn-out: Existing and Proposed License No. P3986A	3 trees	One (1) small tree over the Bay Division pipeline along Crisanto Ave. Two (2) liquid amber trees along Escuela Avenue behind the sidewalk.
195A-3 195A-4 195A-5	195A-3, 195A-4, 195A-5	S.F. fee-owned property East of Hwy 85 and Stevens Creek	195A	Stevens Creek Trail and Whisman Park: Existing and Proposed License No. 3694B	3 trees	Three (3) ornamental trees on top of Bay Division Pipeline No. 3
194-1 194-2 194-2A	194-1, 194-2, 194-2A	S.F. fee-owned property bordering on Easy St.	194	Stevens Creek Trail and Whisman Park: No existing license, Proposed License No. P3694B	3 trees	Three (3) ornamental trees between Bay Division Pipeline Nos. 3 and 4

EXHIBIT C-2

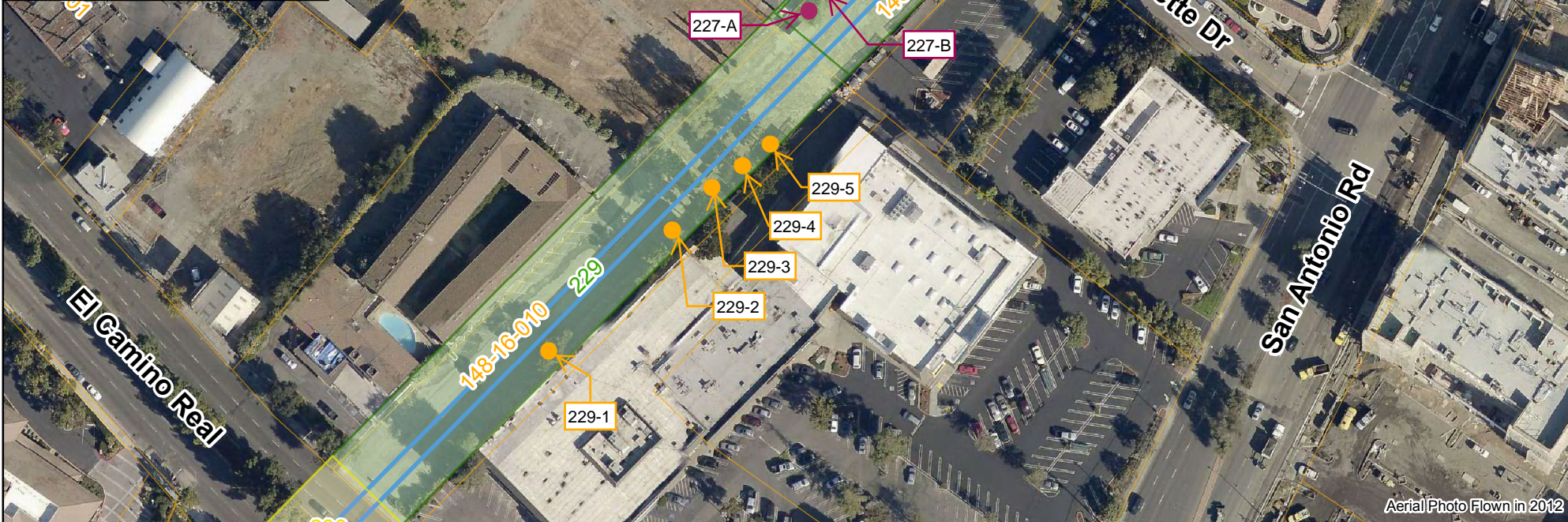
**Maps of Unacceptable Trees to be Removed From San Francisco Lands
in Mountain View**

[see attached]

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- Trees to Remove**
- Mulberry (4)
 - Elm (4)
 - Monterey Pine (5)



Approx. Location: 37.403155 (lat)
-122.114330 (long)

- SFPUC land (in fee)
- Easement / other right to SFPUC
- SFPUC Pipeline
- Tax Assessor Parcel

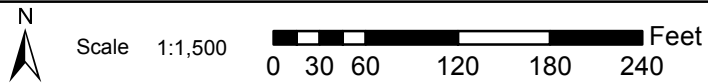


Tree Removal - Fayette Park

SFPUC Parcel #: 227, 229
APN: 148-16-010, 148-16-011

Author: Joel Mandella Date: 12/27/2016

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. This map shows the approximate limits of the licensed area and estimated pipeline locations, and will not be exact.





Trees to Remove

- Sycamore (4)

- Tax Assessor Parcel
- SFPUC land (in fee)
- SFPUC Pipeline
- Easement / other right to SFPUC

Approx. Location: 37.399968 (lat)
-122.100773 (long)



**Tree Removal -
University Garden
Townhouse Complex
at California St**

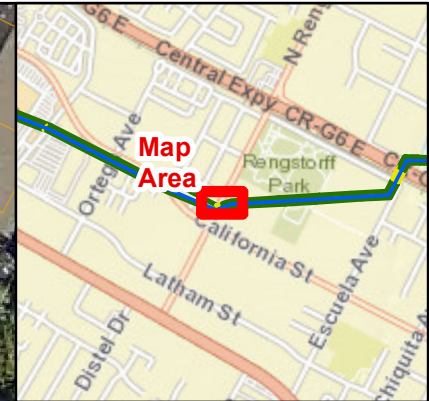
SFPUC Parcel #: 213 APN: 148-36-032

Author: Joel Mandella Date: 12/27/2016

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. This map shows the approximate limits of the licensed area and estimated pipeline locations, and will not be exact.



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Trees to Remove

- Magnolia Grandiflora (1)
- Canary Island Pine (2)

Aerial Photo Flown in 2012

Approx. Location: 37.399726 (lat)
-122.099409 (long)

- Tax Assessor Parcel
- SFPUC land (in fee)
- SFPUC Pipeline
- Easement / other right to SFPUC



Tree Removal - Rengstorff Ave

SFPUC Parcel #: 211, 212
APN: 154-01-027

Author: Joel Mandella Date: 12/27/2016

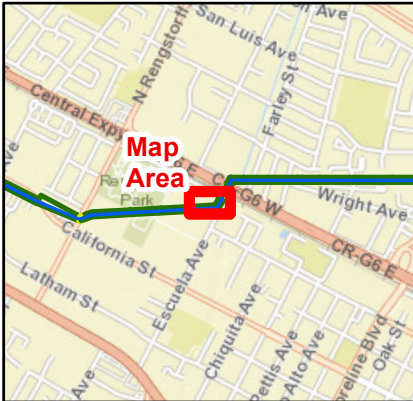
The City does not guarantee that the information is accurate or complete. The City is not responsible for any damages arising from the use of data. Users should verify the information before making project commitments. This map shows the approximate limits of the licensed area and estimated pipeline locations, and will not be exact.

N

Scale 1:600

0 12.5 25 50 75 100 Feet

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Trees to Remove

- Ornamental Tree (1)
- Liquid Amber (2)



- Tax Assessor Parcel
- SFPUC land (in fee)
- SFPUC Pipeline
- Easement / other right to SFPUC

Approx. Location: 37.400188 (lat)
-122.092479 (long)

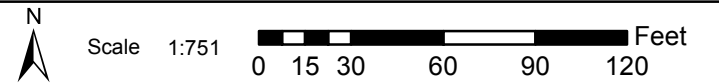


Tree Removal - Senior Garden at Crisanto & Escuela Ave

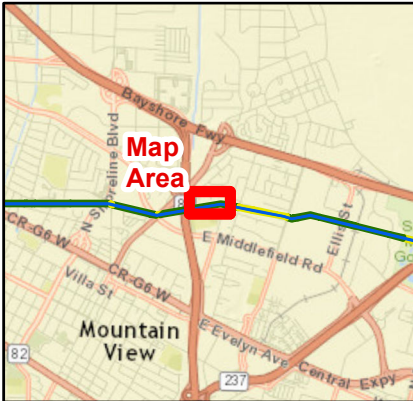
SFPUC Parcel #: 208-A
APN: 154-01-030

Author: Joel Mandella Date: 12/27/2016

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. This map shows the approximate limits of the licensed area and estimated pipeline locations, and will not be exact.



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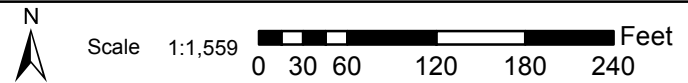


Trees to Remove
● Ornamental Tree (6)

Approx. Location: 37.401735 (lat)
-122.065960 (long)

-  Tax Assessor Parcel
-  SFPUC land (in fee)
-  SFPUC Pipeline
-  Easement / other right to SFPUC

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Hetch Hetchy Regional Water System
Real Estate Services

Tree Removal - Stevens Creek Trail & Whisman Park
SFPUC Parcel #: 194, 195-A
APN: 160-04-019, 160-23-001

Author: Joel Mandella Date: 12/27/2016

Aerial Photo Flown in 2012

EXHIBIT D

Copy of the SFPUC Encroachment Policy

[see attached]

SFPUC RIGHT OF WAY ENCROACHMENT POLICY

2007

As part of its utility system, the San Francisco Public Utilities Commission (SFPUC) operates and maintains approximately 1600 miles of water pipelines and tunnels, 160 miles of electrical transmission lines, 900 miles of sewer lines and other related appurtenances that run through real property (the "Right of Way") located in San Francisco, San Mateo, Santa Clara, Alameda, Tuolumne, Stanislaus and San Joaquin counties. Most of the Right of Way is owned by the City and County of San Francisco (the "City") in fee, although in some instances the City has only an easement interest for its right of way. Inside the City, most water and wastewater transmission lines are located within City streets.

Regardless of the nature of the City's property rights, it is vitally important that the SFPUC protect its water, wastewater, and power transmission facilities and ensure immediate access to all facilities for maintenance, repair, security and replacement. It is also important that the right of way be maintained so as to minimize any potential landowner liability and to prepare for the possibility of future capital improvements to the right of way.

Increased urbanization and development around the water transmission line right of way in particular has led to an increase in the number of encroachments onto the right of way. Water transmission pipelines are those that move water to SFPUC's wholesale customers located in Alameda, Santa Clara, San Mateo and to the City of San Francisco. These encroachments threaten access, impair new construction and maintenance efforts, and increase costs and potential liabilities. Houses, garages, driveways, fences, trees, landscaped areas, vehicles and other items currently encroach onto the right of way. The SFPUC has also noticed an increase in unauthorized uses such as temporary trespasses and garbage dumping. Therefore, on September 28, 1999, the San Francisco Public Utilities Commission adopted a Commercial Land Management Operating Manual that included a Right of Way (R/W) Encroachment Removal Policy published 12/14/01 and a R/W Vegetation Management Plan administered under the (R/W) Integrated Vegetation Management Policy attached hereto.

Since the original implementation of the R/W Encroachment Policy, security concerns have given additional impetus to the need to provide a safe and protected corridor for water transmission by the SFPUC. The SFPUC's concern for safety and security provides an additional foundation for the strict implementation of this policy.

Because of the length of the right of way and the importance of the encroachment removal effort, the SFPUC has determined that **intensified encroachment removal activities must commence** notwithstanding the failure to identify each and every encroachment. Accordingly, continuing identification, prevention and removal efforts shall occur simultaneously. In

SFPUC RIGHT OF WAY ENCROACHMENT POLICY

2007

addition, due to limited resources and the variation in safety and other threats posed by different encroachments, the SFPUC shall continuously prioritize known encroachments to ensure that the encroachments that pose the greatest threat to pipeline access, construction, safety and security, and encroachments that can be easily removed are addressed first. Removal efforts shall initially focus on any encroachments which would:

- (1) endanger the existing or proposed water, sewer or electrical transmission lines and appurtenances;**
- (2) impair access to facilities for emergency repair, maintenance, or operational activity;**
- (3) be detrimental to the efficient and effective maintenance of the right of way;**
- (4) cause obstruction to the inspection and monitoring of equipment, and collection of land survey, corrosion control, and water quality data; and/or**
- (5) increase liabilities to the SFPUC. It shall be the policy of the SFPUC to take any and all necessary actions to cause the removal of, or to remove, such encroachments from the right of way in accordance with this policy.**

To prevent the unauthorized use of the right of way, the SFPUC **may install fences and other barriers where prudent** or necessary as authorized by the Water Enterprise Assistant General Manager after consultation with Real Estate Services (RES). The SFPUC's goal shall be to fence as much of the right of way as is necessary to protect the SFPUC's facilities and property rights. Said fencing shall be consistent with the SFPUC's standards at the time of fence installation. The Water Enterprise, working with RES, shall have broad discretion and authority to cause the installation of fences or other barriers along the right of way in any location deemed necessary or prudent.

Ancillary uses and encroachments in the right of way may be permitted only where the uses provide identifiable benefits to the SFPUC, as determined by SFPUC Water Enterprise and RES personnel. Approval of permitted uses shall be consistent with existing SFPUC policy and shall be processed by RES.

In specific cases, the SFPUC will allow use of the right of way by third parties in order to enhance maintenance efforts and reduce maintenance costs by the SFPUC. **For example, the SFPUC provides for the leasing or permitting of portions of the right of way with nominal revenue-generating potential**

SFPUC RIGHT OF WAY ENCROACHMENT POLICY

2007

to property owners whose land is bi-sected by the SFPUC right of way, neighborhood associations, municipal governmental entities, non-profit groups and similar entities at little or no cost, provided they agree to maintain the surface of the right of way in a good and safe condition acceptable to the SFPUC and to indemnify the SFPUC for any injury or loss relating to such third-party use. It is contemplated that this effort will focus on non-commercial uses such as parks and recreation areas. Only portions of the right of way large enough to reduce the SFPUC's maintenance costs and efforts shall be considered in this regard. In areas where the right of way may be leased to private entities for parking or other commercial uses, this shall be a preferred use due to its revenue-generating capacity. All such third party rights in SFPUC property will be temporary in nature.

Policy Implementation

SFPUC RES staff will use available resources to identify and prioritize all existing unauthorized encroachments and uses. With regard to each encroachment, SFPUC RES staff will gather relevant, available information. Where any current use of right of way property is not permitted, SFPUC Water Enterprise personnel will contact RES and obtain ownership information of the encroaching party and survey information of the encroachment, if necessary. The SFPUC RES staff will notify the adjacent owner/encroacher that the use is not authorized, and such notice will identify the option or options available to the adjacent property owners/encroachers, consistent with an administrative procedure, acceptable to the SFPUC General Manager, to be prepared and implemented by RES. Depending on the nature of the encroachment, and at the sole discretion of the SFPUC, **options may include:**

- (1) immediate removal;**
- (2) removal within a specified period of time;**
- (3) possible modifications to the encroachment; and/or**
- (4) development of a permit agreement with provisions acceptable to the SFPUC.**

The administrative procedures will include attempts to resolve the encroachment through follow-up contact with the adjacent property owners/encroachers by RES. RES shall establish and chair an Internal Encroachment Review Committee (IERC) for the purpose of providing an administrative review of and proposed resolution to encroachments that may not be resolved via initial contacts between the SFPUC and the adjacent property owners/encroachers. Should administrative procedures fail or reach impasse, the SFPUC will, working with the City Attorneys'

SFPUC RIGHT OF WAY ENCROACHMENT POLICY

2007

Office, avail itself of any available remedies, including but not limited to self-help remedies and/or litigation. In particular, where the encroachment consists of trees or vegetation, or the owner of the encroachment is unknown, SFPUC RES staff may determine to cause the removal of the encroachment following notice (posting and/or mail) of the date set for removal without first requesting that the removal be performed by adjoining property owners. The SFPUC RES staff will make every effort to recover the costs of such removal from the adjacent property owners/encroachers.

For Areas that Should be Fenced as Determined by the SFPUC Water Enterprise:

1. Staff from RES will gather relevant, available information to confirm the location of the applicable SFPUC property boundaries.
2. Staff from SFPUC Communications Group will notify neighboring property owners in advance, of the SFPUC Water Enterprise's decision to install fences in the specified areas.
3. The SFPUC Water Enterprise will cause the fence or other barrier to be installed in the specified locations at the times specified in the notice above.

EXHIBIT E

Copy of the SFPUC Vegetation Management Policy

[see attached]



**AMENDMENT TO
 RIGHT OF WAY INTEGRATED VEGETATION MANAGEMENT POLICY
 Updated November 18, 2014**

12.000 RIGHT OF WAY INTEGRATED VEGETATION MANAGEMENT POLICY

12.001 General

The San Francisco Public Utilities Commission (“SFPUC”) is responsible for the delivery of potable water and the collection and treatment of wastewater for some 800,000 customers within the City of San Francisco; it is also responsible for the delivery of potable water to 26 other water retailers with a customer base of 1.8 million. **The following policy is established to manage vegetation on the transmission, distribution and collection systems within the SFPUC Right of Way (“ROW”) so that it does not pose a threat or hazard to the system’s integrity and infrastructure or impede utility maintenance and operations.**

The existence of large woody vegetation¹, hereinafter referred to as vegetation, and water transmission lines within the ROW are not compatible and, in fact, are mutually exclusive uses of the same space. Roots can impact transmission pipelines by causing corrosion. The existence of trees and other vegetation directly adjacent to pipelines makes emergency and annual maintenance very difficult, hazardous, and expensive, and increases concerns for public safety. The risk of fire within the ROW is always a concern and the reduction of fire ladder fuels within these corridors is another reason to modify the vegetation mosaic. In addition to managing vegetation in a timely manner to prevent any disruption in utility service, the SFPUC also manages vegetation on its ROW to comply with local fire ordinances enacted to protect public safety.

One of the other objectives of this policy is to reduce and eliminate as much as practicable the use of herbicides on vegetation within the ROW and to implement integrated pest management (IPM).

12.002 Woody Vegetation Management

1.0 Vegetation of any size or species will not be allowed to grow within certain critical portions of the ROW, pumping stations or other facilities as

Edwin M. Lee
 Mayor
Ann Moller Caen
 President
Francesca Viotor
 Vice President
Vince Courtney
 Commissioner
Anson Moran
 Commissioner
Harlan L. Kelly, Jr.
 General Manager

¹ Woody vegetation is defined as all brush, tree and ornamental shrub species planted in (or naturally occurring in) the native soil having a woody stem that at maturity exceeds 3 inches in diameter.



determined by a SFPUC qualified professional, and generally in accordance with the following guidelines.

1.1 Emergency Removal

SFPUC Management reserves the right to remove any vegetation without prior public notification that has been assessed by a SFPUC qualified professional as an immediate threat to transmission lines or other utility infrastructure, human life and property due to acts of God, insects, disease, or natural mortality.

1.2 Priority Removal

Vegetation that is within 15 feet of the edge of any pipe will be removed and the vegetative debris will be cut into short lengths and chipped whenever possible. Chips will be spread upon the site where the vegetation was removed. Material that cannot be chipped will be hauled away to a proper disposal site.

If vegetation along the ROW is grouped in contiguous stands², or populations, a systematic and staggered removal of that vegetation will be undertaken to replicate a natural appearance. Initial removal³ will be vegetation immediately above or within 15 feet of the pipeline edges; secondary vegetation⁴ within 15 to 25 feet from pipelines will then be removed.

1.3 Standard Removal

Vegetation that is more than 25 feet from the edge of a pipeline and up to the boundary of the ROW will be assessed by a SFPUC qualified professional for its age and condition, fire risk, and potential impact to the pipelines. Based on this assessment, the vegetation will be removed or retained.

1.4 Removal Standards

Each Operating Division will develop its own set of guidelines or follow established requirements in accordance with local needs.

² A stand is defined as a community of trees possessing sufficient uniformity in composition, structure, age, arrangement, or condition to be distinguishable from adjacent forest communities to form a management unit.

³ Initial removal is defined as the vegetation removed during the base year or first year of cutting

⁴ Secondary vegetation is defined as the vegetative growth during the second year following the base year for cutting.

2.0 All stems of vegetation will be cut flush with the ground and where deemed necessary or appropriate, roots will be removed. All trees identified for removal will be clearly marked with paint and/or a numbered aluminum tag.

3.0 Sprouting species of vegetation will be treated with herbicides where practicable, adhering to provisions of Chapter 3 of the San Francisco Environment Code.

4.0 Erosion control measures, where needed, will be completed before the work crew or contractors leave the work site or before October 15 of the calendar year.

5.0 Department personnel will remove in a timely manner any and all material that has been cut for maintenance purposes within any stream channel.

6.0 All vegetation removal work and consultation on vegetation retention will be reviewed and supervised by a SFPUC qualified professional. All vegetation removal work and/or treatment will be made on a case-by-case basis by a SFPUC qualified professional.

7.0 Notification process for areas of significant resource impact that are beyond regular and ongoing maintenance:

7.1 County/City Notification – The individual Operating Division will have sent to the affected county/city a map showing the sections of the ROW which will be worked, a written description of the work to be done, the appropriate removal time for the work crews, and a contact person for more information. This should be done approximately 10 days prior to start of work. Each Operating Division will develop its own set of guidelines in accordance with local need.

7.2 Public Notification – The Operating Division will have notices posted at areas where the vegetation is to be removed with the same information as above also approximately 10 days prior to removal. Notices will also be sent to all property owners within 300 feet of the removal site. Posted notices will be 11- by 17-inches in size on colored paper and will be put up at each end of the project area and at crossover points through the ROW. Questions and complaints from the public will be handled through a designated contact person. Each Operating Division will develop its own set of guidelines in accordance with local needs.

12.003 Annual Grass and Weed Management

Annual grasses and weeds will be mowed, disked, sprayed or mulched along the ROW as appropriate to reduce vegetation and potential fire danger annually. This treatment should be completed before July 30 of each year. This date is targeted to allow the grasses, forbs and weeds to reach maturity and facilitate control for the season.

12.004 Segments of ROW that are covered by Agricultural deed rights

The only vegetation that may be planted within the ROW on those segments where an adjacent owner has Deeded Agricultural Rights will be: non-woody herbaceous plants such as grasses, flowers, bulbs, or vegetables.

12.005 Segments of ROW that are managed and maintained under a Lease or License

Special allowance may be made for these types of areas, as the vegetation will be maintained by the licensed user as per agreement with the City, and not allowed to grow unchecked. Only shallow rooted plants may be planted directly above the pipelines.

Within the above segments, the cost of vegetation maintenance and removal will be borne by the tenant or licensee exclusively. In a like fashion, when new vegetative encroachments are discovered they will be assessed by a SFPUC qualified professional on a case-by-case basis and either be permitted or proposed for removal.

The following is a guideline for the size at maturity of plants (small trees, shrubs, and groundcover) that may be permitted to be used as landscape materials. Note: All distance measurements are for mature trees and plants measured from the edge of the drip-line to the edge of the pipeline.

- Plants that may be permitted to be planted directly above existing and future pipelines: shallow rooted plants such as ground cover, grasses, flowers, and very low growing plants that grow to a maximum of one foot in height at maturity.
- Plants that may be permitted to be planted 15–25 feet from the edge of existing and future pipelines: shrubs and plants that grow to a maximum of five feet in height at maturity.

- Plants that may be permitted to be planted 25 feet or more from the edge of existing and future pipelines: small trees or shrubs that grow to a maximum of twenty feet in height and fifteen feet in canopy width.

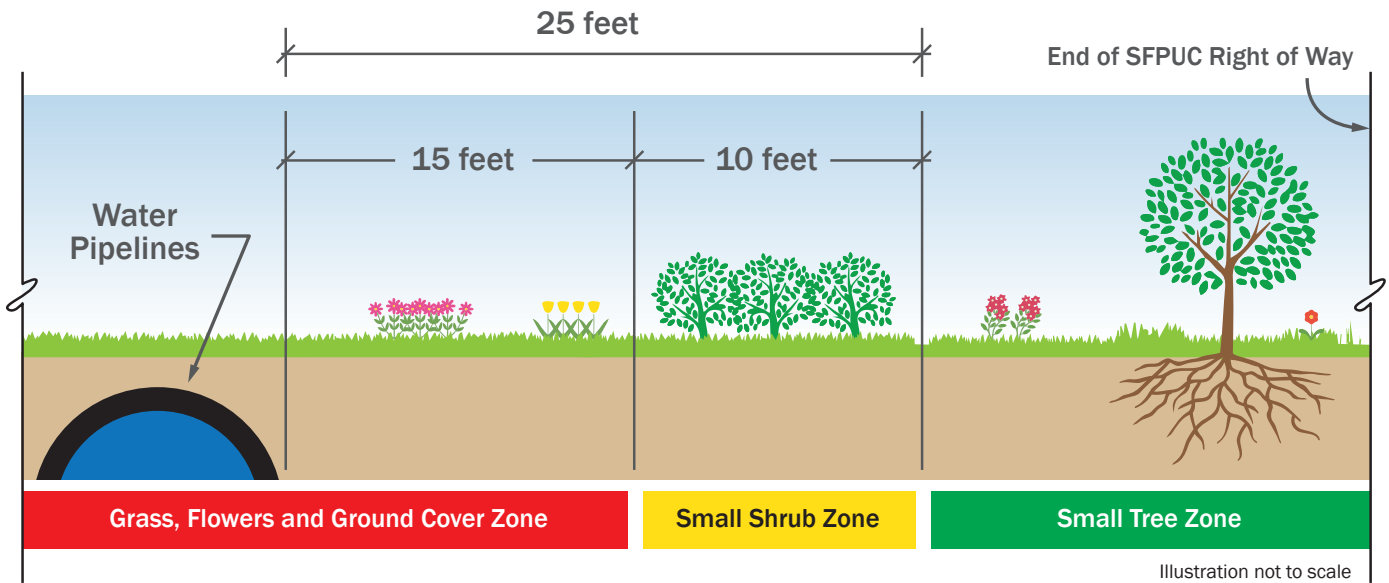
Trees and plants that exceed the maximum height and size limit (described above) may be permitted within a leased or licensed area provided they are in containers and are above ground. Container load and placement location(s) are subject to review and approval by the SFPUC.

Low water use plant species are encouraged and invasive plant species are not allowed.

All appurtenances, vaults, and facility infrastructure must remain visible and accessible at all times. All determinations of species acceptability will be made by a SFPUC qualified professional.

The above policy is for general application and for internal administration purposes only and may not be relied upon by any third party for any reason whatsoever. The SFPUC reserves the right at its sole discretion, to establish stricter policies in any particular situation and to revise and update the above policy at any time.

Right Of Way (ROW) Landscape Vegetation Guidelines



The following vegetation types are permitted on the ROW within the appropriate zones.

Plantings that may be permitted directly above existing and future pipelines:

Ground cover, grasses, flowers, and very low growing plants that reach no more than one foot in height at maturity.



Plantings that may be permitted 15–25 feet from the edge of existing and future pipelines:

Shrubs and plants that grow no more than five feet tall in height at maturity.



Plantings that may be permitted 25 feet or more from the edge of existing and future pipelines:

Small trees or shrubs that grow to a maximum of twenty feet in height and fifteen feet in canopy width or less.



EXHIBIT F

Gap Parcels

Street Name	Legal Description	Depiction
Crisanto Avenue	See <u>Exhibit A</u> to Easement Deed attached as <u>Exhibit I-1</u>	See <u>Exhibit B</u> to Easement Deed attached as <u>Exhibit I-1</u>
Fayette Drive	See <u>Exhibit A</u> to Easement Deed attached as <u>Exhibit I-2</u>	See <u>Exhibit B</u> to Easement Deed attached as <u>Exhibit I-2</u>
Moffett Boulevard	See <u>Exhibit A</u> to Easement Deed attached as <u>Exhibit I-3</u>	See <u>Exhibit B</u> to Easement Deed attached as <u>Exhibit I-3</u>
Ortega Avenue	See <u>Exhibit A</u> to Easement Deed attached as <u>Exhibit I-4</u>	See <u>Exhibit B</u> to Easement Deed attached as <u>Exhibit I-4</u>
Rengstorff Avenue	See <u>Exhibit A</u> to Easement Deed attached as <u>Exhibit I-5</u>	See <u>Exhibit B</u> to Easement Deed attached as <u>Exhibit I-5</u>
San Antonio Road	See <u>Exhibit A</u> to Easement Deed attached as <u>Exhibit I-6</u>	See <u>Exhibit B</u> to Easement Deed attached as <u>Exhibit I-6</u>
Stierlin Road	See <u>Exhibit A</u> to Easement Deed attached as <u>Exhibit I-7</u>	See <u>Exhibit B</u> to Easement Deed attached as <u>Exhibit I-7</u>
Tyrella Avenue	See <u>Exhibit A</u> to Easement Deed attached as <u>Exhibit I-8</u>	See <u>Exhibit B</u> to Easement Deed attached as <u>Exhibit I-8</u>
Whisman Road	See <u>Exhibit A</u> to Easement Deed attached as <u>Exhibit I-9</u>	See <u>Exhibit B</u> to Easement Deed attached as <u>Exhibit I-9</u>

EXHIBIT G

New Licenses

EXHIBIT G-1

Form of License for Fayette Park P4255

[see attached]

EXHIBIT G-2

Form of License for Klein Park P3626A

[see attached]

EXHIBIT G-3

Form of License for Rengstorff Park P2447A

[see attached]

EXHIBIT G-4

Form of License for Senior Garden P3986A

[see attached]

EXHIBIT G-5

Form of License for Rex Manor Park P3845A

[see attached]

EXHIBIT G-6

Form of License for Stierlin Road Sidewalk Connector Parcel P4057A

[see attached]

EXHIBIT G-7

Form of License for Stevens Creek Trail and Whisman Park P3694A

[see attached]

EXHIBIT H

Maintenance Parcel

SFPUC Parcel Number(s)	Location Description
199-A	San Francisco property located between Stierlin Road and Moffett Boulevard adjacent to Buddhist Temple (see depiction of Maintenance Parcel 199-A attached as <u>Exhibit H-1</u>)

EXHIBIT H-1

Depiction of Maintenance Parcel 199-A

[see attached]



Aerial Photo Flown in 2012

Approx. Location: 37.401017 (lat)
-122.075611 (long)

- Maintenance Parcel Area
- SFPUC land (in fee)
- SFPUC Pipeline
- Easement / other right to SFPUC



Maintenance Parcel

Between Sterlin Road & Middlefield Road

SFPUC Parcel #: 199-A (portion of)

APN: 153-24-003 (portion of)

Author: Joel Mandella Date: 7/24/2018

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. This map shows the approximate limits of the licensed area and estimated pipeline locations, and will not be exact.



Scale 1:1,902

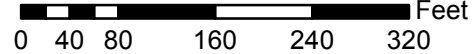


EXHIBIT I

Easement Deeds

EXHIBIT I-1

Form of Easement Deed for Crisanto Avenue Street Crossing Parcel

[see attached]

24362985

Regina Alcomendras
Santa Clara County - Clerk-Recorder
12/20/2019 11:23 AM

CONFORMED COPY

Copy of document recorded.
Has not been compared with original.

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

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

With a copy to:

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

and

City of Mountain View
Attn: City Clerk
500 Castro Street
Mountain View, California 94041

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)

No Situs (Public Streets)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EASEMENT DEED
(Crisanto Avenue Crossing)

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF MOUNTAIN VIEW, a California charter city and municipal corporation ("Grantor"), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a California charter city and municipal corporation ("Grantee"), a perpetual, non-exclusive easement appurtenant to Grantee's separate adjoining real property for the installation, construction, operation, inspection, maintenance, repair, and replacement of water pipelines, utilities, and related appurtenances in the real property located in the City of Mountain View, County of Santa Clara, State of California, described on the attached **Exhibit A** and depicted on the attached **Exhibit B** (the "Easement Area").

Grantor shall retain such rights and privileges to use the surface and subsurface of the Easement Area as are not inconsistent with this easement, subject to the following conditions, covenants, and restrictions:

1. **Nature of Easement.** The Easement is a perpetual easement for purposes of accessing, constructing, reconstructing, removing, replacing, maintaining, repairing, operating, inspecting, and using one or more pipelines with all necessary braces, connections, valves, outlets, fastenings, and other appliances and fixtures (collectively the "Facilities") in, under, and across the Easement Area. The Easement includes the right of ingress and egress to the Easement Area across adjacent lands of Grantor over any available roadways, or such routes as

may be agreed upon by Grantor and Grantee, to the extent Grantor has rights to grant such rights, and to the extent necessary for the convenience of Grantee in the enjoyment of its rights under this Deed. Grantee's rights under this Deed may be exercised by Grantee's agents, contractors, subcontractors, suppliers, consultants, employees, licensees, invitees, or representatives, or by other authorized persons acting for or on behalf of Grantee.

2. Subject to Superior and Prior and Existing Rights.

(a) The rights granted by this Deed are expressly subordinate to the rights of Grantor to use the surface of the Grantor's Property as a public road and for all other municipal purposes, including, without limitation, and at Grantor's sole and absolute discretion, the right to construct, reconstruct, install, operate, maintain, repair, and pave roadways, curbs, gutters, and sidewalks. Grantor also reserves the right to use the subsurface of the Grantor's Property for the installation, operation, maintenance, repair, or replacement of public utilities, including pipes, cables, manholes, or other infrastructure typically required for utility lines; provided, however, that such installation, operation, maintenance, repair, or replacement shall not require Grantee to relocate or remove its Facilities nor unreasonably restrict or interfere with Grantee's rights to access, construct, reconstruct, remove, replace, maintain, repair, operate, inspect, and use the Facilities. The rights granted by this Deed are also subject to any prior and existing recorded property rights of third parties, if any. Grantee shall be solely liable for the interference with any prior and existing third-party rights. Grantor reserves the right to grant, at its sole and absolute discretion, nonexclusive rights to other third parties within the Easement Area, provided that any such grants shall not require Grantee to relocate or remove its Facilities nor unreasonably restrict or interfere with Grantee's rights to access, construct, reconstruct, remove, replace, maintain, repair, operate, inspect, and use the Facilities.

(b) If Grantor or any of its agents propose or permit the installation or placement of any improvements by or on behalf of Grantor in, under, and to the Easement Area, prior to any such installation or placement: (i) Grantor shall provide, or cause to be provided, to Grantee such plans and other pertinent documents related to such proposed improvements as are reasonably requested by Grantee, at the address for Grantee set forth in Paragraph 8 below, to provide Grantee an opportunity to review and comment on the proposed improvements; (ii) Grantor shall obtain Grantee's approval of the plans and specifications for any such proposed installation or placement, which approval shall not be unreasonably withheld or delayed; and (iii) such installation or placement shall be performed in a manner that does not endanger or damage any then-existing Facilities within the Easement Area.

3. Indemnification. Grantee shall indemnify, defend, and hold Grantor harmless from and against any direct injury, loss, damage, or liability, costs, or expenses (including reasonable attorneys' fees and court costs) resulting from Grantee's use of the Easement Area, except to the extent attributable to the negligent or intentional act or omission of Grantor or its agents.

4. Notification. Grantor and Grantee, and their respective agents and contractors, shall not perform, nor permit any person or entity to perform, any excavation work on or about the Easement Area without giving at least thirty (30) days' written notice to the other party in the manner required by Paragraph 9 of this Deed (except in emergencies, where each shall give prompt written notice).

5. **Requirement for Excavation Permit.** As a condition of this Deed, Grantee shall secure an excavation permit from Grantor, acting in its ministerial capacity, for all maintenance activities requiring excavation and Grantee shall abide by the terms and conditions of any such permit.

6. **No Structures.** Grantor shall not do or allow anything in, on, under, or about the Easement Area that could cause damage or interference to the Facilities. Without limiting the foregoing, Grantor agrees that, without Grantee's prior, written consent: (a) except as permitted by Paragraph 2 above, no structures of any kind or character shall be constructed or placed on the Easement Area; (b) except as permitted by Paragraph 2 above, no excavation shall occur on the Easement Area; and (c) no trees or other vegetation that fails to comply with the San Francisco Public Utility Commission's Vegetation Management Policy (as it may be amended from time to time) shall be planted or maintained on the Easement Area. Neither Grantor nor Grantee shall cause or permit the dumping or other disposal on or about the Easement Area of refuse, hazardous materials, or other materials that are unsightly or could pose a danger to human health or safety or to the environment.

7. **Run with the Land.** The provisions, covenants, conditions, and easement provided in this Agreement shall be covenants running with the land pursuant to California Civil Code Sections 1468 and 1471 and shall burden and benefit every person having an interest in the Easement Area. Any reference to Grantor in this Deed shall include Grantor's agents and all successor owners of all or any part of the Easement Area.

8. **Notices.** Notices and other deliveries pursuant to this Deed may be delivered by private messenger service, mail, overnight courier, or delivery service. Any notice or document required or permitted to be delivered by either party shall be in writing and shall be deemed to be given on the date received by, or on the date receipt was refused by the party; provided, however, that all notices and documents: (a) mailed to a party in the United States Mail, postage prepaid, certified mail, return receipt requested, shall be deemed to have been received five (5) postal days after mailing; or (b) delivered by a nationally recognized overnight courier or delivery service shall be deemed received the next business day after deposit with a nationally recognized overnight courier or delivery service for overnight delivery. For all purposes the address of the parties shall be the following, unless otherwise changed by the party by notice to the other as provided in this subparagraph:

To GRANTOR: City Manager
City of Mountain View
500 Castro Street
P.O. Box 7540
Mountain View, California 94039-7540

With a copy to: Public Works Director
City of Mountain View
500 Castro Street
P.O. Box 7540
Mountain View, California 94039-7540

To GRANTEE: General Manager
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 13th Floor
San Francisco, California 94102

With a copy to: Real Estate Director
Real Estate Services Division
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 10th Floor
San Francisco, California 94102
RES@sfwater.org

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

9. Miscellaneous.

(a) Entire Agreement. This Deed is the final expression of and contains the entire agreement between the parties with respect to the matters addressed in this Deed and ~~supersedes all prior understandings with respect to such matters. This Deed may not be~~ modified, changed, supplemented, or terminated, nor may any obligations under this Deed be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted in this Deed. The parties do not intend to confer any benefit under this Deed on any person, firm, or corporation other than the parties to this Deed.

(b) Partial Invalidity. If any term or provision of this Deed, or the application thereof, to any person or circumstance shall be invalid or unenforceable, to any extent, the remainder of this Deed, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Deed shall be valid and enforced to the fullest extent permitted by law.

(c) Waivers. No waiver of any breach of any covenant or provision of this Deed shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision of this Deed. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

(d) Governing Law; Consent to Jurisdiction. The parties to this Deed acknowledge that this Deed has been negotiated and entered into in the State of California and expressly agree that this Deed shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. Any legal action or proceeding brought by either party and arising from or in connection with this Deed or any breach of this Deed shall be brought in the California Superior Court for the County of Santa Clara.

Executed as of this 21st day of November, 2019.

THE CITY OF MOUNTAIN VIEW,
a California charter city and municipal corporation

Audrey Seymour Ramberg

By: *Audrey Seymour Ramberg*
Name: Daniel H. Rich *Asst. City Manager*
Its: City Manager

for By: *Krishan Chopra, Sr. Asst. City Atty.*
Name: Jannie L. Quinn
Its: City Attorney *Krishan Chopra*

ACCEPTED:

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

By: *Harlan L. Kelly, Jr.*
Harlan L. Kelly, Jr.
General Manager

SFPUC Resolution 19-0099

Dated: May 28, 2019

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: *Dennis J. Herrera*
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
County of Santa Clara

On April 17, 2019 before me, Lisa Natusch, City Clerk, personally appeared Audrey Seymour Ramberg, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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)

Lisa Natusch, City Clerk
City of Mountain View
Government Code §40814

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed dated November 21, 2019, from the first part to the City and County of San Francisco, is hereby accepted pursuant to Board of Supervisors' Ordinance No. 246-19, approved November 6, 2019, and the grantee consents to recordation thereof by its duly authorized officer.

Dated 12/9, 2019

By:



Andrico Penick, Director of Property

EXHIBIT A TO
EASEMENT DEED

[Legal Description of Easement]

April 01, 2013

Exhibit "A"
LEGAL DESCRIPTION
Crisanto Ave. Crossing

All that real property situate in the County of Santa Clara, State of California, being a portion of Crisanto Avenue, and being more particularly described as follows:

BEGINNING at the most northerly corner of the parcel described in the deed to the City and County of San Francisco recorded in Book 1936, Page 385 Official Records of Santa Clara County, State of California, said parcel being known to the City and County of San Francisco as parcel number 208-A, Bay Division Pipe Line Right-of-Way (numbers 3 & 4);

thence along the westerly line of said parcel known to the City and County of San Francisco as parcel number 208-A, extended northerly across Crisanto Ave. North $26^{\circ}17'00''$ East, 40.00 feet to the southerly line of the lands of the Peninsula Corridor Joint Powers Board;

thence along said southerly line, South $63^{\circ}30'15''$ East, 80.00 feet to the easterly line of said parcel 208-A extended northerly across Crisanto Ave.;


thence South $26^{\circ}17'00''$ West, 40.00 feet, along the easterly line extended of said parcel 208-A;

thence along the northeasterly line of said parcel 208-A, North $63^{\circ}30'15''$ West, 80.00 feet to the **POINT OF BEGINNING**.

Containing 3,200 square feet, more or less.

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

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


Tony E. Durkee, PLS5773



END OF DESCRIPTION

Page 1 of 1

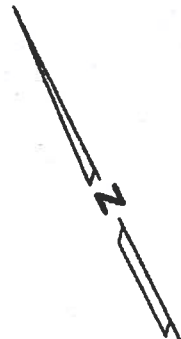
Exh. A

EXHIBIT B TO
EASEMENT DEED

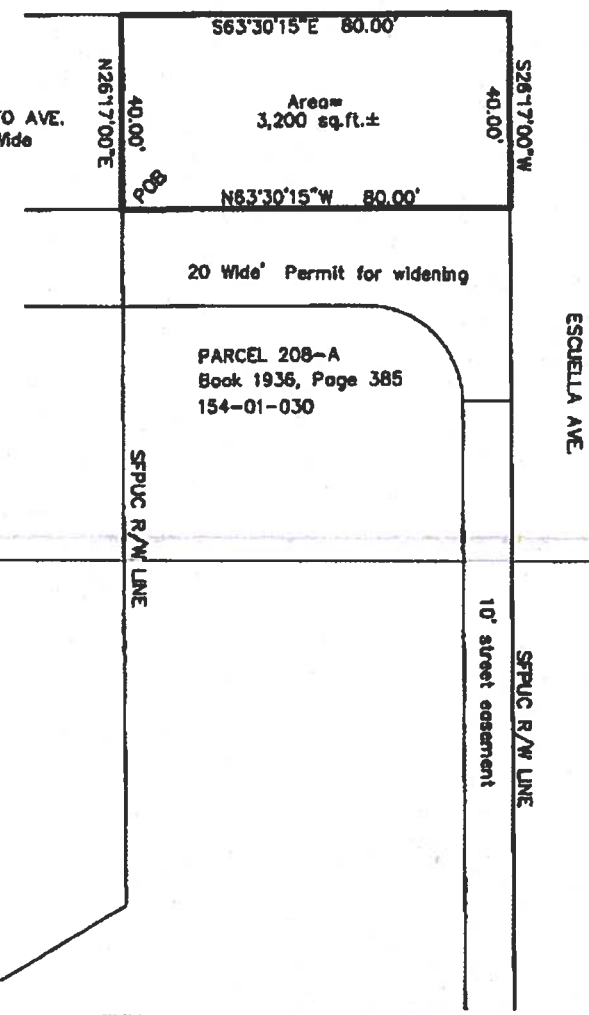
[Depiction of the Easement Area]

Exhibit "B"

154-02-054
Lands of Peninsula Corridor Joint Powers Board



Not to Scale



Crisanto Ave.dwg 01-28-2013
Revised 04/01/2013

City and County of San Francisco
Public Utilities Commission
Real Estate Services
CRISANTO AVE. CROSSING
City of Mountain View, Santa Clara County

EXHIBIT I-2

Form of Easement Deed for Fayette Drive Street Crossing Parcel

[see attached]

24362986

Regina Alcomendras
Santa Clara County - Clerk-Recorder
12/20/2019 11:23 AM

CONFORMED COPY

Copy of document recorded.
Has not been compared with original.

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

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

With a copy to:

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

and

City of Mountain View
Attn: City Clerk
500 Castro Street
Mountain View, California 94041

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)

No Situs (Public Streets)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EASEMENT DEED
(Fayette Drive Crossing)

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF MOUNTAIN VIEW, a California charter city and municipal corporation ("Grantor"), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a California charter city and municipal corporation ("Grantee"), a perpetual, non-exclusive easement appurtenant to Grantee's separate adjoining real property for the installation, construction, operation, inspection, maintenance, repair, and replacement of water pipelines, utilities, and related appurtenances in the real property located in the City of Mountain View, County of Santa Clara, State of California, described on the attached Exhibit A and depicted on the attached Exhibit B (the "Easement Area").

Grantor shall retain such rights and privileges to use the surface and subsurface of the Easement Area as are not inconsistent with this easement, subject to the following conditions, covenants, and restrictions:

1. Nature of Easement. The Easement is a perpetual easement for purposes of accessing, constructing, reconstructing, removing, replacing, maintaining, repairing, operating, inspecting, and using one or more pipelines with all necessary braces, connections, valves, outlets, fastenings, and other appliances and fixtures (collectively the "Facilities") in, under, and across the Easement Area. The Easement includes the right of ingress and egress to the Easement Area across adjacent lands of Grantor over any available roadways, or such routes as

may be agreed upon by Grantor and Grantee, to the extent Grantor has rights to grant such rights, and to the extent necessary for the convenience of Grantee in the enjoyment of its rights under this Deed. Grantee's rights under this Deed may be exercised by Grantee's agents, contractors, subcontractors, suppliers, consultants, employees, licensees, invitees, or representatives, or by other authorized persons acting for or on behalf of Grantee.

2. Subject to Superior and Prior and Existing Rights.

(a) The rights granted by this Deed are expressly subordinate to the rights of Grantor to use the surface of the Grantor's Property as a public road and for all other municipal purposes, including, without limitation, and at Grantor's sole and absolute discretion, the right to construct, reconstruct, install, operate, maintain, repair, and pave roadways, curbs, gutters, and sidewalks. Grantor also reserves the right to use the subsurface of the Grantor's Property for the installation, operation, maintenance, repair, or replacement of public utilities, including pipes, cables, manholes, or other infrastructure typically required for utility lines; provided, however, that such installation, operation, maintenance, repair, or replacement shall not require Grantee to relocate or remove its Facilities nor unreasonably restrict or interfere with Grantee's rights to access, construct, reconstruct, remove, replace, maintain, repair, operate, inspect, and use the Facilities. The rights granted by this Deed are also subject to any prior and existing recorded property rights of third parties, if any. Grantee shall be solely liable for the interference with any prior and existing third-party rights. Grantor reserves the right to grant, at its sole and absolute discretion, nonexclusive rights to other third parties within the Easement Area, provided that any such grants shall not require Grantee to relocate or remove its Facilities nor unreasonably restrict or interfere with Grantee's rights to access, construct, reconstruct, remove, replace, maintain, repair, operate, inspect, and use the Facilities.

(b) If Grantor or any of its agents propose or permit the installation or placement of any improvements by or on behalf of Grantor in, under, and to the Easement Area, prior to any such installation or placement: (i) Grantor shall provide, or cause to be provided, to Grantee such plans and other pertinent documents related to such proposed improvements as are reasonably requested by Grantee, at the address for Grantee set forth in Paragraph 8 below, to provide Grantee an opportunity to review and comment on the proposed improvements; (ii) Grantor shall obtain Grantee's approval of the plans and specifications for any such proposed installation or placement, which approval shall not be unreasonably withheld or delayed; and (iii) such installation or placement shall be performed in a manner that does not endanger or damage any then-existing Facilities within the Easement Area.

3. Indemnification. Grantee shall indemnify, defend, and hold Grantor harmless from and against any direct injury, loss, damage, or liability, costs, or expenses (including reasonable attorneys' fees and court costs) resulting from Grantee's use of the Easement Area, except to the extent attributable to the negligent or intentional act or omission of Grantor or its agents.

4. Notification. Grantor and Grantee, and their respective agents and contractors, shall not perform, nor permit any person or entity to perform, any excavation work on or about the Easement Area without giving at least thirty (30) days' written notice to the other party in the manner required by Paragraph 9 of this Deed (except in emergencies, where each shall give prompt written notice).

5. **Requirement for Excavation Permit.** As a condition of this Deed, Grantee shall secure an excavation permit from Grantor, acting in its ministerial capacity, for all maintenance activities requiring excavation and Grantee shall abide by the terms and conditions of any such permit.

6. **No Structures.** Grantor shall not do or allow anything in, on, under, or about the Easement Area that could cause damage or interference to the Facilities. Without limiting the foregoing, Grantor agrees that, without Grantee's prior, written consent: (a) except as permitted by Paragraph 2 above, no structures of any kind or character shall be constructed or placed on the Easement Area; (b) except as permitted by Paragraph 2 above, no excavation shall occur on the Easement Area; and (c) no trees or other vegetation that fails to comply with the San Francisco Public Utility Commission's Vegetation Management Policy (as it may be amended from time to time) shall be planted or maintained on the Easement Area. Neither Grantor nor Grantee shall cause or permit the dumping or other disposal on or about the Easement Area of refuse, hazardous materials, or other materials that are unsightly or could pose a danger to human health or safety or to the environment.

7. **Run with the Land.** The provisions, covenants, conditions, and easement provided in this Agreement shall be covenants running with the land pursuant to California Civil Code Sections 1468 and 1471 and shall burden and benefit every person having an interest in the Easement Area. Any reference to Grantor in this Deed shall include Grantor's agents and all successor owners of all or any part of the Easement Area.

8. **Notices.** Notices and other deliveries pursuant to this Deed may be delivered by private messenger service, mail, overnight courier, or delivery service. Any notice or document required or permitted to be delivered by either party shall be in writing and shall be deemed to be given on the date received by, or on the date receipt was refused by the party; provided, however, that all notices and documents: (a) mailed to a party in the United States Mail, postage prepaid, certified mail, return receipt requested, shall be deemed to have been received five (5) postal days after mailing; or (b) delivered by a nationally recognized overnight courier or delivery service shall be deemed received the next business day after deposit with a nationally recognized overnight courier or delivery service for overnight delivery. For all purposes the address of the parties shall be the following, unless otherwise changed by the party by notice to the other as provided in this subparagraph:

To GRANTOR: City Manager
City of Mountain View
500 Castro Street
P.O. Box 7540
Mountain View, California 94039-7540

With a copy to: Public Works Director
City of Mountain View
500 Castro Street
P.O. Box 7540
Mountain View, California 94039-7540

To GRANTEE: General Manager
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 13th Floor
San Francisco, California 94102

With a copy to: Real Estate Director
Real Estate Services Division
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 10th Floor
San Francisco, California 94102
RES@sfwater.org

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

9. Miscellaneous.

(a) Entire Agreement. This Deed is the final expression of and contains the entire agreement between the parties with respect to the matters addressed in this Deed and supersedes all prior understandings with respect to such matters. This Deed may not be modified, changed, supplemented, or terminated, nor may any obligations under this Deed be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted in this Deed. The parties do not intend to confer any benefit under this Deed on any person, firm, or corporation other than the parties to this Deed.

(b) Partial Invalidity. If any term or provision of this Deed, or the application thereof, to any person or circumstance shall be invalid or unenforceable, to any extent, the remainder of this Deed, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Deed shall be valid and enforced to the fullest extent permitted by law.

(c) Waivers. No waiver of any breach of any covenant or provision of this Deed shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision of this Deed. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

(d) Governing Law; Consent to Jurisdiction. The parties to this Deed acknowledge that this Deed has been negotiated and entered into in the State of California and expressly agree that this Deed shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. Any legal action or proceeding brought by either party and arising from or in connection with this Deed or any breach of this Deed shall be brought in the California Superior Court for the County of Santa Clara.

Executed as of this 21st day of November, 2019.

THE CITY OF MOUNTAIN VIEW,
a California charter city and municipal corporation

Audrey Seymour Ramberg

By: Audrey Ramberg
Name: Daniel H. Rich
Its: City Manager Asst. City Manager

for By: Krishan Chopra, Sr. Asst. City Atty
Name: Jannie L. Quinn
Its: City Attorney Krishan Chopra

ACCEPTED:

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

By: Harlan L. Kelly, Jr.
Harlan L. Kelly, Jr.
General Manager

SFPUC Resolution 19-0099

Dated: May 20, 2019

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: Richard Handel
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
County of Santa Clara

On April 17, 2019 before me, Lisa Natusch, City Clerk, personally appeared Audrey Seymour Ramberg, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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)

Lisa Natusch, City Clerk
City of Mountain View
Government Code §40814

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed dated November 21, 2019, from the first part to the City and County of San Francisco, is hereby accepted pursuant to Board of Supervisors' Ordinance No. 246-19, approved November 6, 2019, and the grantee consents to recordation thereof by its duly authorized officer.

Dated 12/9, 2019

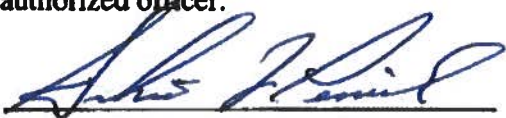
By: 
Andrico Penick, Director of Property

EXHIBIT A TO
EASEMENT DEED

[Legal Description of Easement]

April 03, 2013

Exhibit "A"
LEGAL DESCRIPTION
Fayette Drive. Crossing

All that real property situate in the County of Santa Clara, State of California, being a portion of Fayette Drive, and being more particularly described as follows:

BEGINNING at the most northerly corner of the parcel described in the deed to the City and County of San Francisco recorded in Book 1890, Page 223 Official Records of Santa Clara County, State of California, said parcel being known to the City and County of San Francisco as parcel number 227, Bay Division Pipe Line Right-of-Way (numbers 3 & 4);

thence North $44^{\circ}08'58''$ East, 50.24 feet to the most westerly corner of the parcel described in deed to the City and County of San Francisco recorded February 3, 1950 in Book 1921, Page 256 Official Records of Santa Clara County, State of California, said parcel being known to the City and County of San Francisco as parcel number 225, Bay Division Pipe Line Right-of-Way (numbers 3 & 4);

thence South $51^{\circ}25'00''$ East, 80.38 feet ;

thence South $44^{\circ}08'58''$ West, 50.24 feet to the most easterly corner of said parcel 227;

thence along the northeasterly line of said parcel 227, North $51^{\circ}25'00''$ West, 80.38 feet to the **POINT OF BEGINNING.**

Containing 4.019 square feet, more or less.

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

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

Tony E. Durkee
Tony E. Durkee, PLS5773



END OF DESCRIPTION

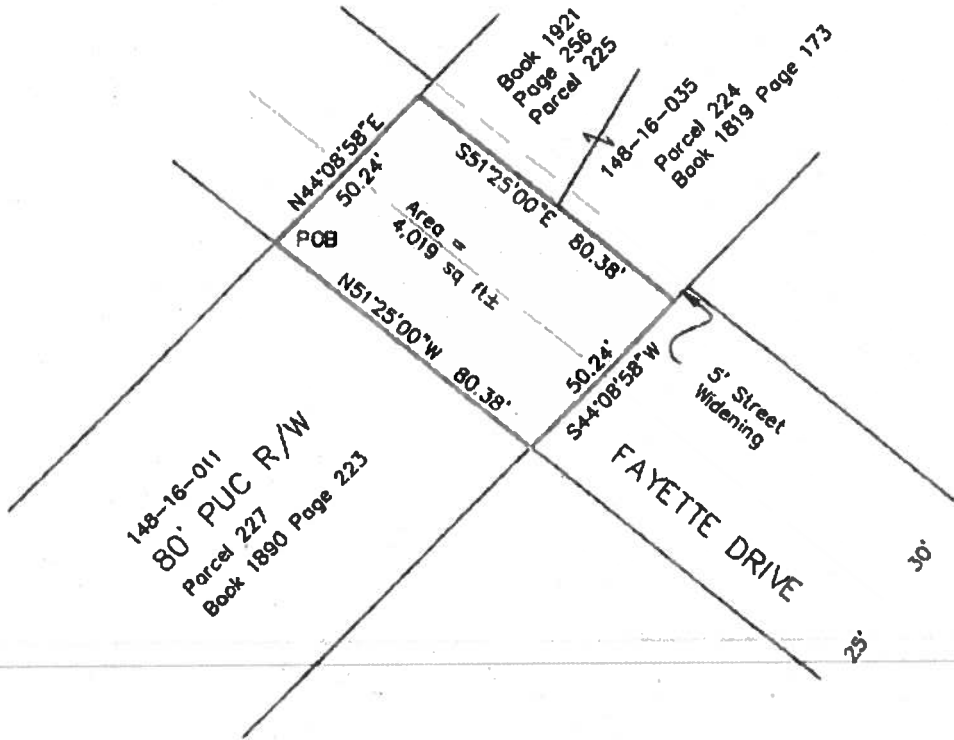
Page 1 of 1

Exh. A

EXHIBIT B TO
EASEMENT DEED

[Depiction of the Easement Area]

Exhibit "B"



148-16-011
80' PUC R/W
Parcel 227
Book 1890 Page 223

Book 1921
Page 266
Parcel 225

148-16-035
Parcel 224
Book 1819 Page 173



Not to Scale

Fayette.dwg 02/06/2013
Revised 04/03/2013

City and County of San Francisco Public Utilities Commission Real Estate Services	
Fayette Drive Crossing	
City of Mountain View	Santa Clara County

EXHIBIT I-3

Form of Easement Deed for Moffett Boulevard Street Crossing Parcel

[see attached]

24362987

Regina Alcomendras
Santa Clara County - Clerk-Recorder
12/20/2019 11:23 AM

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

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

CONFORMED COPY

Copy of document recorded.
Has not been compared with original.

With a copy to:

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

and

**City of Mountain View
Attn: City Clerk
500 Castro Street
Mountain View, California 94041**

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)

No Situs (Public Streets)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EASEMENT DEED
(Moffett Blvd. Crossing)

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF MOUNTAIN VIEW, a California charter city and municipal corporation ("Grantor"), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a California charter city and municipal corporation ("Grantee"), a perpetual, non-exclusive easement appurtenant to Grantee's separate adjoining real property for the installation, construction, operation, inspection, maintenance, repair, and replacement of water pipelines, utilities, and related appurtenances in the real property located in the City of Mountain View, County of Santa Clara, State of California, described on the attached Exhibit A and depicted on the attached Exhibit B (the "Easement Area").

Grantor shall retain such rights and privileges to use the surface and subsurface of the Easement Area as are not inconsistent with this easement, subject to the following conditions, covenants, and restrictions:

1. Nature of Easement. The Easement is a perpetual easement for purposes of accessing, constructing, reconstructing, removing, replacing, maintaining, repairing, operating, inspecting, and using one or more pipelines with all necessary braces, connections, valves, outlets, fastenings, and other appliances and fixtures (collectively the "Facilities") in, under, and across the Easement Area. The Easement includes the right of ingress and egress to the Easement Area across adjacent lands of Grantor over any available roadways, or such routes as

may be agreed upon by Grantor and Grantee, to the extent Grantor has rights to grant such rights, and to the extent necessary for the convenience of Grantee in the enjoyment of its rights under this Deed. Grantee's rights under this Deed may be exercised by Grantee's agents, contractors, subcontractors, suppliers, consultants, employees, licensees, invitees, or representatives, or by other authorized persons acting for or on behalf of Grantee.

2. Subject to Superior and Prior and Existing Rights.

(a) The rights granted by this Deed are expressly subordinate to the rights of Grantor to use the surface of the Grantor's Property as a public road and for all other municipal purposes, including, without limitation, and at Grantor's sole and absolute discretion, the right to construct, reconstruct, install, operate, maintain, repair, and pave roadways, curbs, gutters, and sidewalks. Grantor also reserves the right to use the subsurface of the Grantor's Property for the installation, operation, maintenance, repair, or replacement of public utilities, including pipes, cables, manholes, or other infrastructure typically required for utility lines; provided, however, that such installation, operation, maintenance, repair, or replacement shall not require Grantee to relocate or remove its Facilities nor unreasonably restrict or interfere with Grantee's rights to access, construct, reconstruct, remove, replace, maintain, repair, operate, inspect, and use the Facilities. The rights granted by this Deed are also subject to any prior and existing recorded property rights of third parties, if any. Grantee shall be solely liable for the interference with any prior and existing third-party rights. Grantor reserves the right to grant, at its sole and absolute discretion, nonexclusive rights to other third parties within the Easement Area, provided that any such grants shall not require Grantee to relocate or remove its Facilities nor unreasonably restrict or interfere with Grantee's rights to access, construct, reconstruct, remove, replace, maintain, repair, operate, inspect, and use the Facilities.

(b) If Grantor or any of its agents propose or permit the installation or placement of any improvements by or on behalf of Grantor in, under, and to the Easement Area, prior to any such installation or placement: (i) Grantor shall provide, or cause to be provided, to Grantee such plans and other pertinent documents related to such proposed improvements as are reasonably requested by Grantee, at the address for Grantee set forth in Paragraph 8 below, to provide Grantee an opportunity to review and comment on the proposed improvements; (ii) Grantor shall obtain Grantee's approval of the plans and specifications for any such proposed installation or placement, which approval shall not be unreasonably withheld or delayed; and (iii) such installation or placement shall be performed in a manner that does not endanger or damage any then-existing Facilities within the Easement Area.

3. Indemnification. Grantee shall indemnify, defend, and hold Grantor harmless from and against any direct injury, loss, damage, or liability, costs, or expenses (including reasonable attorneys' fees and court costs) resulting from Grantee's use of the Easement Area, except to the extent attributable to the negligent or intentional act or omission of Grantor or its agents.

4. Notification. Grantor and Grantee, and their respective agents and contractors, shall not perform, nor permit any person or entity to perform, any excavation work on or about the Easement Area without giving at least thirty (30) days' written notice to the other party in the manner required by Paragraph 9 of this Deed (except in emergencies, where each shall give prompt written notice).

5. **Requirement for Excavation Permit.** As a condition of this Deed, Grantee shall secure an excavation permit from Grantor, acting in its ministerial capacity, for all maintenance activities requiring excavation and Grantee shall abide by the terms and conditions of any such permit.

6. **No Structures.** Grantor shall not do or allow anything in, on, under, or about the Easement Area that could cause damage or interference to the Facilities. Without limiting the foregoing, Grantor agrees that, without Grantee's prior, written consent: (a) except as permitted by Paragraph 2 above, no structures of any kind or character shall be constructed or placed on the Easement Area; (b) except as permitted by Paragraph 2 above, no excavation shall occur on the Easement Area; and (c) no trees or other vegetation that fails to comply with the San Francisco Public Utility Commission's Vegetation Management Policy (as it may be amended from time to time) shall be planted or maintained on the Easement Area. Neither Grantor nor Grantee shall cause or permit the dumping or other disposal on or about the Easement Area of refuse, hazardous materials, or other materials that are unsightly or could pose a danger to human health or safety or to the environment.

7. **Run with the Land.** The provisions, covenants, conditions, and easement provided in this Agreement shall be covenants running with the land pursuant to California Civil Code Sections 1468 and 1471 and shall burden and benefit every person having an interest in the Easement Area. Any reference to Grantor in this Deed shall include Grantor's agents and all successor owners of all or any part of the Easement Area.

8. **Notices.** Notices and other deliveries pursuant to this Deed may be delivered by ~~private messenger service, mail, overnight courier, or delivery service.~~ Any notice or document required or permitted to be delivered by either party shall be in writing and shall be deemed to be given on the date received by, or on the date receipt was refused by the party; provided, however, that all notices and documents: (a) mailed to a party in the United States Mail, postage prepaid, certified mail, return receipt requested, shall be deemed to have been received five (5) postal days after mailing; or (b) delivered by a nationally recognized overnight courier or delivery service shall be deemed received the next business day after deposit with a nationally recognized overnight courier or delivery service for overnight delivery. For all purposes the address of the parties shall be the following, unless otherwise changed by the party by notice to the other as provided in this subparagraph:

To GRANTOR: City Manager
City of Mountain View
500 Castro Street
P.O. Box 7540
Mountain View, California 94039-7540

With a copy to: Public Works Director
City of Mountain View
500 Castro Street
P.O. Box 7540
Mountain View, California 94039-7540

To GRANTEE: General Manager
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 13th Floor
San Francisco, California 94102

With a copy to: Real Estate Director
Real Estate Services Division
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 10th Floor
San Francisco, California 94102
RES@sfwater.org

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

9. Miscellaneous.

(a) Entire Agreement. This Deed is the final expression of and contains the entire agreement between the parties with respect to the matters addressed in this Deed and ~~supersedes all prior understandings with respect to such matters. This Deed may not be~~ modified, changed, supplemented, or terminated, nor may any obligations under this Deed be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted in this Deed. The parties do not intend to confer any benefit under this Deed on any person, firm, or corporation other than the parties to this Deed.

(b) Partial Invalidity. If any term or provision of this Deed, or the application thereof, to any person or circumstance shall be invalid or unenforceable, to any extent, the remainder of this Deed, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Deed shall be valid and enforced to the fullest extent permitted by law.

(c) Waivers. No waiver of any breach of any covenant or provision of this Deed shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision of this Deed. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

(d) Governing Law; Consent to Jurisdiction. The parties to this Deed acknowledge that this Deed has been negotiated and entered into in the State of California and expressly agree that this Deed shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. Any legal action or proceeding brought by either party and arising from or in connection with this Deed or any breach of this Deed shall be brought in the California Superior Court for the County of Santa Clara.

Executed as of this 21st day of November, 2019.

THE CITY OF MOUNTAIN VIEW,
a California charter city and municipal corporation

Audrey Seymour Ramberg

By: Audrey Ramberg
Name: Daniel H. Rich Asst. City Manager
Its: City Manager

By: Krishan Chopra, Sr. Asst. City Atty.
For Name: Jannie L. Quinn
Its: City Attorney Krishan Chopra

ACCEPTED:

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

By: Harlan L. Kelly, Jr.
General Manager

SFPUC Resolution 19-0099

Dated: May 28, 2019

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: Richard Handel
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
County of Santa Clara

On April 17, 2019 before me, Lisa Natusch, City Clerk, personally appeared Audrey Seymour Ramberg, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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)

Lisa Natusch, City Clerk
City of Mountain View
Government Code §40814

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed dated November 21, 2019, from the first part to the City and County of San Francisco, is hereby accepted pursuant to Board of Supervisors' Ordinance No. 246-19, approved November 6, 2019, and the grantee consents to recordation thereof by its duly authorized officer.

Dated 12/9, 2019


By: 
Andrico Penick, Director of Property

EXHIBIT A TO
EASEMENT DEED

[Legal Description of Easement]

April 03, 2013

Exhibit "A"
LEGAL DESCRIPTION
Moffett Blvd. Crossing

All that real property situate in the County of Santa Clara, State of California, being a portion of Moffett Boulevard, and being more particularly described as follows:

BEGINNING at a point in the easterly corner of the parcel described in that certain deed to City and County of San Francisco recorded in Book 3897, Page 271 Official Records of Santa Clara County, State of California, said parcel being known to the City and County of San Francisco as parcel number 198-A, Bay Division Pipe Line Right-of-Way (numbers 3 & 4),

thence North 78°40'05" East, 126.21 feet to the northwesterly corner of the parcel described in that certain deed to City and County of San Francisco recorded January 11, 1959 in Book 4446, Page 111 Official Records of Santa Clara County, State of California, said parcel being known to the City and County of San Francisco as parcel number 196-A, Bay Division Pipe Line Right-of-Way (numbers 3 & 4);

thence South 47°11'05" West, 153.18 feet, to the most westerly corner of said parcel number 196-A;

thence South 78°40'05" West, 69.40 feet along the southerly line of said parcel number 196-A extended;

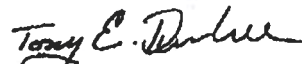
thence North 77°19'55" West, 36.01 feet to the southerly corner of the parcel described in that certain deed to the City and County of San Francisco recorded October 28, 1954 in Book 2994, Page 237 Official Records of Santa Clara County, State of California, said parcel being known to the City and County of San Francisco as parcel number 199-B, Bay Division Pipe Line Right-of-Way (numbers 3 & 4);

thence North 47°11'05" East, 125.14 feet to the **POINT OF BEGINNING**.

Containing 9,681 square feet, more or less.

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

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


Tony E. Durkee, PLS5773



END OF DESCRIPTION

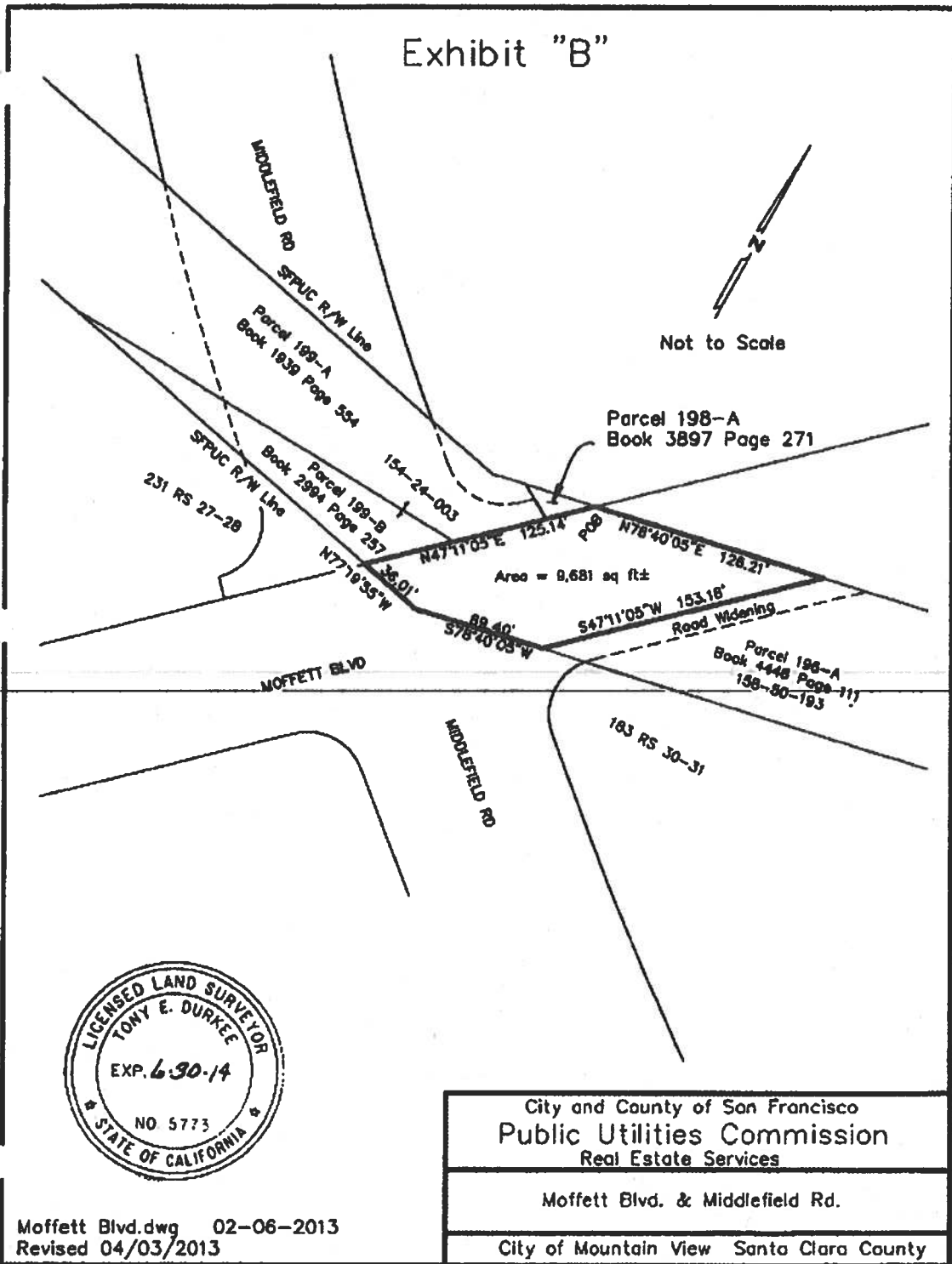
Page 1 of 1

Exh. A

EXHIBIT B TO
EASEMENT DEED

[Depiction of the Easement Area]

Exhibit "B"



Exh. B

EXHIBIT I-4

Form of Easement Deed for Ortega Avenue Street Crossing Parcel

[see attached]

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

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

With a copy to:

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

and

City of Mountain View
Attn: City Clerk
500 Castro Street
Mountain View, California 94041

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)

No Situs (Public Streets)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

24363029

Regina Alcomendras
Santa Clara County - Clerk-Recorder
12/20/2019 11:52 AM

CONFORMED COPY

Copy of document recorded.
Has not been compared with original.

EASEMENT DEED
(Ortega Avenue Crossing)

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF MOUNTAIN VIEW, a California charter city and municipal corporation ("Grantor"), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a California charter city and municipal corporation ("Grantee"), a perpetual, non-exclusive easement appurtenant to Grantee's separate adjoining real property for the installation, construction, operation, inspection, maintenance, repair, and replacement of water pipelines, utilities, and related appurtenances in the real property located in the City of Mountain View, County of Santa Clara, State of California, described on the attached Exhibit A and depicted on the attached Exhibit B (the "Easement Area").

Grantor shall retain such rights and privileges to use the surface and subsurface of the Easement Area as are not inconsistent with this easement, subject to the following conditions, covenants, and restrictions:

1. **Nature of Easement.** The Easement is a perpetual easement for purposes of accessing, constructing, reconstructing, removing, replacing, maintaining, repairing, operating, inspecting, and using one or more pipelines with all necessary braces, connections, valves, outlets, fastenings, and other appliances and fixtures (collectively the "Facilities") in, under, and across the Easement Area. The Easement includes the right of ingress and egress to the Easement Area across adjacent lands of Grantor over any available roadways, or such routes as

may be agreed upon by Grantor and Grantee, to the extent Grantor has rights to grant such rights, and to the extent necessary for the convenience of Grantee in the enjoyment of its rights under this Deed. Grantee's rights under this Deed may be exercised by Grantee's agents, contractors, subcontractors, suppliers, consultants, employees, licensees, invitees, or representatives, or by other authorized persons acting for or on behalf of Grantee.

2. Subject to Superior and Prior and Existing Rights.

(a) The rights granted by this Deed are expressly subordinate to the rights of Grantor to use the surface of the Grantor's Property as a public road and for all other municipal purposes, including, without limitation, and at Grantor's sole and absolute discretion, the right to construct, reconstruct, install, operate, maintain, repair, and pave roadways, curbs, gutters, and sidewalks. Grantor also reserves the right to use the subsurface of the Grantor's Property for the installation, operation, maintenance, repair, or replacement of public utilities, including pipes, cables, manholes, or other infrastructure typically required for utility lines; provided, however, that such installation, operation, maintenance, repair, or replacement shall not require Grantee to relocate or remove its Facilities nor unreasonably restrict or interfere with Grantee's rights to access, construct, reconstruct, remove, replace, maintain, repair, operate, inspect, and use the Facilities. The rights granted by this Deed are also subject to any prior and existing recorded property rights of third parties, if any. Grantee shall be solely liable for the interference with any prior and existing third-party rights. Grantor reserves the right to grant, at its sole and absolute discretion, nonexclusive rights to other third parties within the Easement Area, provided that any such grants shall not require Grantee to relocate or remove its Facilities nor unreasonably restrict or interfere with Grantee's rights to access, construct, reconstruct, remove, replace, maintain, repair, operate, inspect, and use the Facilities.

(b) If Grantor or any of its agents propose or permit the installation or placement of any improvements by or on behalf of Grantor in, under, and to the Easement Area, prior to any such installation or placement: (i) Grantor shall provide, or cause to be provided, to Grantee such plans and other pertinent documents related to such proposed improvements as are reasonably requested by Grantee, at the address for Grantee set forth in Paragraph 8 below, to provide Grantee an opportunity to review and comment on the proposed improvements; (ii) Grantor shall obtain Grantee's approval of the plans and specifications for any such proposed installation or placement, which approval shall not be unreasonably withheld or delayed; and (iii) such installation or placement shall be performed in a manner that does not endanger or damage any then-existing Facilities within the Easement Area.

3. Indemnification. Grantee shall indemnify, defend, and hold Grantor harmless from and against any direct injury, loss, damage, or liability, costs, or expenses (including reasonable attorneys' fees and court costs) resulting from Grantee's use of the Easement Area, except to the extent attributable to the negligent or intentional act or omission of Grantor or its agents.

4. Notification. Grantor and Grantee, and their respective agents and contractors, shall not perform, nor permit any person or entity to perform, any excavation work on or about the Easement Area without giving at least thirty (30) days' written notice to the other party in the manner required by Paragraph 9 of this Deed (except in emergencies, where each shall give prompt written notice).

5. **Requirement for Excavation Permit.** As a condition of this Deed, Grantee shall secure an excavation permit from Grantor, acting in its ministerial capacity, for all maintenance activities requiring excavation and Grantee shall abide by the terms and conditions of any such permit.

6. **No Structures.** Grantor shall not do or allow anything in, on, under, or about the Easement Area that could cause damage or interference to the Facilities. Without limiting the foregoing, Grantor agrees that, without Grantee's prior, written consent: (a) except as permitted by Paragraph 2 above, no structures of any kind or character shall be constructed or placed on the Easement Area; (b) except as permitted by Paragraph 2 above, no excavation shall occur on the Easement Area; and (c) no trees or other vegetation that fails to comply with the San Francisco Public Utility Commission's Vegetation Management Policy (as it may be amended from time to time) shall be planted or maintained on the Easement Area. Neither Grantor nor Grantee shall cause or permit the dumping or other disposal on or about the Easement Area of refuse, hazardous materials, or other materials that are unsightly or could pose a danger to human health or safety or to the environment.

7. **Run with the Land.** The provisions, covenants, conditions, and easement provided in this Agreement shall be covenants running with the land pursuant to California Civil Code Sections 1468 and 1471 and shall burden and benefit every person having an interest in the Easement Area. Any reference to Grantor in this Deed shall include Grantor's agents and all successor owners of all or any part of the Easement Area.

8. **Notices.** Notices and other deliveries pursuant to this Deed may be delivered by private messenger service, mail, overnight courier, or delivery service. Any notice or document required or permitted to be delivered by either party shall be in writing and shall be deemed to be given on the date received by, or on the date receipt was refused by the party; provided, however, that all notices and documents: (a) mailed to a party in the United States Mail, postage prepaid, certified mail, return receipt requested, shall be deemed to have been received five (5) postal days after mailing; or (b) delivered by a nationally recognized overnight courier or delivery service shall be deemed received the next business day after deposit with a nationally recognized overnight courier or delivery service for overnight delivery. For all purposes the address of the parties shall be the following, unless otherwise changed by the party by notice to the other as provided in this subparagraph:

To GRANTOR: City Manager
City of Mountain View
500 Castro Street
P.O. Box 7540
Mountain View, California 94039-7540

With a copy to: Public Works Director
City of Mountain View
500 Castro Street
P.O. Box 7540
Mountain View, California 94039-7540

To GRANTEE: General Manager
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 13th Floor
San Francisco, California 94102

With a copy to: Real Estate Director
Real Estate Services Division
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 10th Floor
San Francisco, California 94102
RES@sfwater.org

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

9. Miscellaneous.

(a) **Entire Agreement.** This Deed is the final expression of and contains the entire agreement between the parties with respect to the matters addressed in this Deed and ~~supersedes all prior understandings with respect to such matters. This Deed may not be~~ modified, changed, supplemented, or terminated, nor may any obligations under this Deed be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted in this Deed. The parties do not intend to confer any benefit under this Deed on any person, firm, or corporation other than the parties to this Deed.

(b) **Partial Invalidity.** If any term or provision of this Deed, or the application thereof, to any person or circumstance shall be invalid or unenforceable, to any extent, the remainder of this Deed, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Deed shall be valid and enforced to the fullest extent permitted by law.

(c) **Waivers.** No waiver of any breach of any covenant or provision of this Deed shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision of this Deed. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

(d) **Governing Law; Consent to Jurisdiction.** The parties to this Deed acknowledge that this Deed has been negotiated and entered into in the State of California and expressly agree that this Deed shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. Any legal action or proceeding brought by either party and arising from or in connection with this Deed or any breach of this Deed shall be brought in the California Superior Court for the County of Santa Clara.

Executed as of this 21st day of November, 2019.

THE CITY OF MOUNTAIN VIEW,
a California charter city and municipal corporation

Audrey Seymour Ramberg

By:

Name: Daniel H. Rich

Its: City Manager

By:

Name: Jannie L. Quinn

Its: City Attorney

Krishan Chopra, Sr. Asst. City Atty.
Krishan Chopra

ACCEPTED:

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

By:

Harlan L. Kelly, Jr.
General Manager

SFPUC Resolution 19-0099

Dated: May 28, 2019

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
County of Santa Clara

On April 17, 2019 before me, Lisa Natusch, City Clerk, personally appeared Audrey Seymour Ramberg, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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

Lisa Natusch

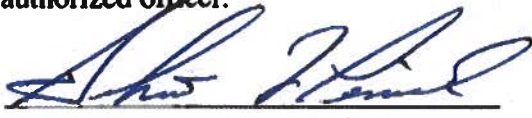
(Seal)

Lisa Natusch, City Clerk
City of Mountain View
Government Code §40814

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed dated November 21, 2019, from the first part to the City and County of San Francisco, is hereby accepted pursuant to Board of Supervisors' Ordinance No. 246-19, approved November 6, 2019, and the grantee consents to recordation thereof by its duly authorized officer.

Dated 12/9/, 2019

By: 
Andrico Penick, Director of Property

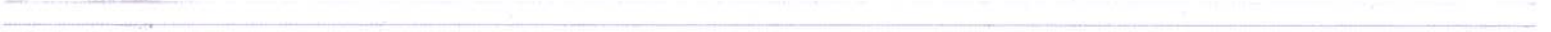


EXHIBIT A TO
EASEMENT DEED

[Legal Description of Easement]

April 05, 2013

Exhibit "A"
LEGAL DESCRIPTION
Ortega Avenue Crossing

All that real property situate in the County of Santa Clara, State of California, being a portion of Ortega Avenue, and being more particularly described as follows:

BEGINNING at the most southerly corner of the parcel described in the deed to the City and County of San Francisco recorded October 11, 1951, in Book 2298, Page 529 Official Records of Santa Clara County, State of California, said parcel being known to the City and County of San Francisco as parcel number 216, Bay Division Pipe Line Right-of-Way (numbers 3 & 4);

thence North $26^{\circ}11'20''$ West, 80.00 feet along the southeasterly end of said parcel number 216 to the southerly line of California Street;

thence South $63^{\circ}57'10''$ East, 40.00 feet along said southerly line of California Street to the northwesterly corner of the parcel described in deed to the City and County of San Francisco recorded July 20, 1951 in Book 2252, Page 569 Official Records of Santa Clara County, State of California, said parcel being known to the City and County of San Francisco as parcel number 214, Bay Division Pipe Line Right-of-Way (numbers 3 & 4);

thence South $26^{\circ}11'20''$ West, 80.00 feet to the most westerly corner of said parcel number 214;

thence along the southerly line of said parcel number 214 extended, North $63^{\circ}57'10''$ West, 40.00 feet to the **POINT OF BEGINNING**.

Containing 3,200 square feet, more or less.

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

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


Tony E. Durkee, PL.S5773



END OF DESCRIPTION

Page 1 of 1

Exh. A

EXHIBIT B TO
EASEMENT DEED

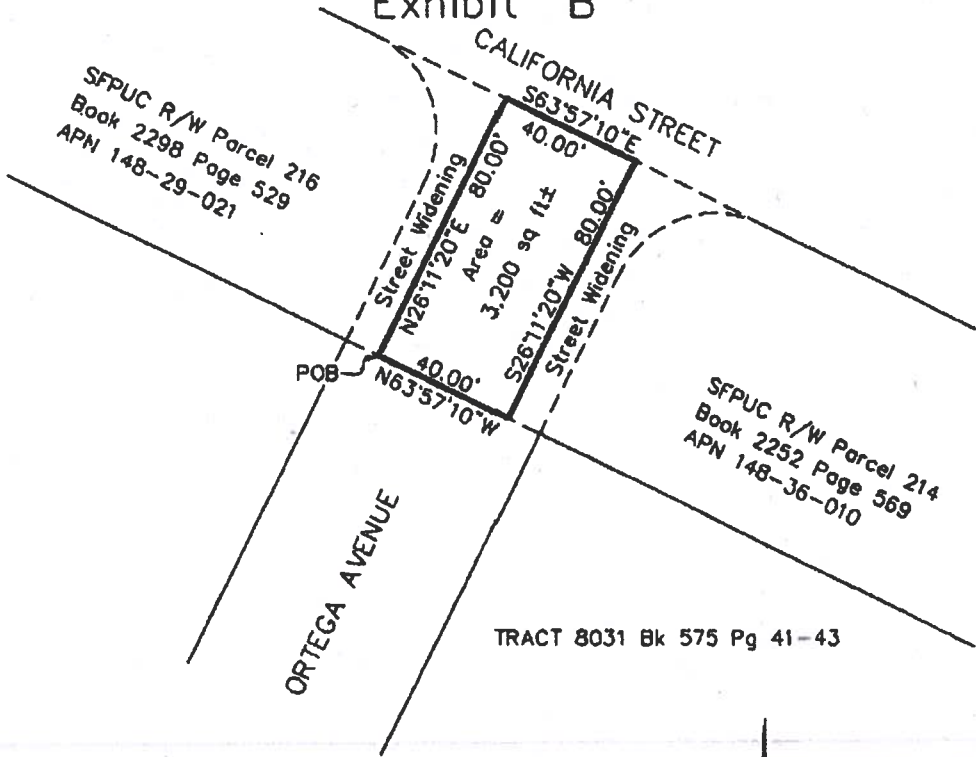
[Depiction of the Easement Area]

Exhibit "B"

SFPUC R/W Parcel 216
 Book 2298 Page 529
 APN 148-29-021

SFPUC R/W Parcel 214
 Book 2252 Page 569
 APN 148-36-010

TRACT 8031 Bk 575 Pg 41-43



Not to Scale



City and County of San Francisco Public Utilities Commission Real Estate Services
Ortega Ave. Crossing
City of Mountain View Santa Clara County

Ortega Ave Crossing.dwg 02/04/2013
 Revised 04/03/2013

EXHIBIT I-5

Form of Easement Deed for Rengstorff Avenue Street Crossing

[see attached]

24363030

Regina Alcomendras
Santa Clara County - Clerk-Recorder
12/20/2019 11:52 AM

CONFORMED COPY

Copy of document recorded.
Has not been compared with original.

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

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

With a copy to:

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

and

City of Mountain View
Attn: City Clerk
500 Castro Street
Mountain View, California 94041

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)

No Situs (Public Streets)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EASEMENT DEED

(Rengstorff Avenue Crossing)

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF MOUNTAIN VIEW, a California charter city and municipal corporation ("Grantor"), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a California charter city and municipal corporation ("Grantee"), a perpetual, non-exclusive easement appurtenant to Grantee's separate adjoining real property for the installation, construction, operation, inspection, maintenance, repair, and replacement of water pipelines, utilities, and related appurtenances in the real property located in the City of Mountain View, County of Santa Clara, State of California, described on the attached Exhibit A and depicted on the attached Exhibit B (the "Easement Area").

Grantor shall retain such rights and privileges to use the surface and subsurface of the Easement Area as are not inconsistent with this easement, subject to the following conditions, covenants, and restrictions:

1. **Nature of Easement.** The Easement is a perpetual easement for purposes of accessing, constructing, reconstructing, removing, replacing, maintaining, repairing, operating, inspecting, and using one or more pipelines with all necessary braces, connections, valves, outlets, fastenings, and other appliances and fixtures (collectively the "Facilities") in, under, and across the Easement Area. The Easement includes the right of ingress and egress to the Easement Area across adjacent lands of Grantor over any available roadways, or such routes as

may be agreed upon by Grantor and Grantee, to the extent Grantor has rights to grant such rights, and to the extent necessary for the convenience of Grantee in the enjoyment of its rights under this Deed. Grantee's rights under this Deed may be exercised by Grantee's agents, contractors, subcontractors, suppliers, consultants, employees, licensees, invitees, or representatives, or by other authorized persons acting for or on behalf of Grantee.

2. Subject to Superior and Prior and Existing Rights.

(a) The rights granted by this Deed are expressly subordinate to the rights of Grantor to use the surface of the Grantor's Property as a public road and for all other municipal purposes, including, without limitation, and at Grantor's sole and absolute discretion, the right to construct, reconstruct, install, operate, maintain, repair, and pave roadways, curbs, gutters, and sidewalks. Grantor also reserves the right to use the subsurface of the Grantor's Property for the installation, operation, maintenance, repair, or replacement of public utilities, including pipes, cables, manholes, or other infrastructure typically required for utility lines; provided, however, that such installation, operation, maintenance, repair, or replacement shall not require Grantee to relocate or remove its Facilities nor unreasonably restrict or interfere with Grantee's rights to access, construct, reconstruct, remove, replace, maintain, repair, operate, inspect, and use the Facilities. The rights granted by this Deed are also subject to any prior and existing recorded property rights of third parties, if any. Grantee shall be solely liable for the interference with any prior and existing third-party rights. Grantor reserves the right to grant, at its sole and absolute discretion, nonexclusive rights to other third parties within the Easement Area, provided that any such grants shall not require Grantee to relocate or remove its Facilities nor unreasonably restrict or interfere with Grantee's rights to access, construct, reconstruct, remove, replace, maintain, repair, operate, inspect, and use the Facilities.

(b) If Grantor or any of its agents propose or permit the installation or placement of any improvements by or on behalf of Grantor in, under, and to the Easement Area, prior to any such installation or placement: (i) Grantor shall provide, or cause to be provided, to Grantee such plans and other pertinent documents related to such proposed improvements as are reasonably requested by Grantee, at the address for Grantee set forth in Paragraph 8 below, to provide Grantee an opportunity to review and comment on the proposed improvements; (ii) Grantor shall obtain Grantee's approval of the plans and specifications for any such proposed installation or placement, which approval shall not be unreasonably withheld or delayed; and (iii) such installation or placement shall be performed in a manner that does not endanger or damage any then-existing Facilities within the Easement Area.

3. Indemnification. Grantee shall indemnify, defend, and hold Grantor harmless from and against any direct injury, loss, damage, or liability, costs, or expenses (including reasonable attorneys' fees and court costs) resulting from Grantee's use of the Easement Area, except to the extent attributable to the negligent or intentional act or omission of Grantor or its agents.

4. Notification. Grantor and Grantee, and their respective agents and contractors, shall not perform, nor permit any person or entity to perform, any excavation work on or about the Easement Area without giving at least thirty (30) days' written notice to the other party in the manner required by Paragraph 9 of this Deed (except in emergencies, where each shall give prompt written notice).

5. **Requirement for Excavation Permit.** As a condition of this Deed, Grantee shall secure an excavation permit from Grantor, acting in its ministerial capacity, for all maintenance activities requiring excavation and Grantee shall abide by the terms and conditions of any such permit.

6. **No Structures.** Grantor shall not do or allow anything in, on, under, or about the Easement Area that could cause damage or interference to the Facilities. Without limiting the foregoing, Grantor agrees that, without Grantee's prior, written consent: (a) except as permitted by Paragraph 2 above, no structures of any kind or character shall be constructed or placed on the Easement Area; (b) except as permitted by Paragraph 2 above, no excavation shall occur on the Easement Area; and (c) no trees or other vegetation that fails to comply with the San Francisco Public Utility Commission's Vegetation Management Policy (as it may be amended from time to time) shall be planted or maintained on the Easement Area. Neither Grantor nor Grantee shall cause or permit the dumping or other disposal on or about the Easement Area of refuse, hazardous materials, or other materials that are unsightly or could pose a danger to human health or safety or to the environment.

7. **Run with the Land.** The provisions, covenants, conditions, and easement provided in this Agreement shall be covenants running with the land pursuant to California Civil Code Sections 1468 and 1471 and shall burden and benefit every person having an interest in the Easement Area. Any reference to Grantor in this Deed shall include Grantor's agents and all successor owners of all or any part of the Easement Area.

8. **Notices.** Notices and other deliveries pursuant to this Deed may be delivered by ~~private-messenger service, mail, overnight courier, or delivery service.~~ Any notice or document required or permitted to be delivered by either party shall be in writing and shall be deemed to be given on the date received by, or on the date receipt was refused by the party; provided, however, that all notices and documents: (a) mailed to a party in the United States Mail, postage prepaid, certified mail, return receipt requested, shall be deemed to have been received five (5) postal days after mailing; or (b) delivered by a nationally recognized overnight courier or delivery service shall be deemed received the next business day after deposit with a nationally recognized overnight courier or delivery service for overnight delivery. For all purposes the address of the parties shall be the following, unless otherwise changed by the party by notice to the other as provided in this subparagraph:

To GRANTOR: City Manager
City of Mountain View
500 Castro Street
P.O. Box 7540
Mountain View, California 94039-7540

With a copy to: Public Works Director
City of Mountain View
500 Castro Street
P.O. Box 7540
Mountain View, California 94039-7540

To GRANTEE: General Manager
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 13th Floor
San Francisco, California 94102

With a copy to: Real Estate Director
Real Estate Services Division
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 10th Floor
San Francisco, California 94102
RES@sfwater.org

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

9. Miscellaneous.

(a) **Entire Agreement.** This Deed is the final expression of and contains the entire agreement between the parties with respect to the matters addressed in this Deed and supersedes all prior understandings with respect to such matters. This Deed may not be modified, changed, supplemented, or terminated, nor may any obligations under this Deed be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted in this Deed. The parties do not intend to confer any benefit under this Deed on any person, firm, or corporation other than the parties to this Deed.

(b) **Partial Invalidity.** If any term or provision of this Deed, or the application thereof, to any person or circumstance shall be invalid or unenforceable, to any extent, the remainder of this Deed, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Deed shall be valid and enforced to the fullest extent permitted by law.

(c) **Waivers.** No waiver of any breach of any covenant or provision of this Deed shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision of this Deed. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

(d) **Governing Law; Consent to Jurisdiction.** The parties to this Deed acknowledge that this Deed has been negotiated and entered into in the State of California and expressly agree that this Deed shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. Any legal action or proceeding brought by either party and arising from or in connection with this Deed or any breach of this Deed shall be brought in the California Superior Court for the County of Santa Clara.

Executed as of this 21st day of November, 2019.

THE CITY OF MOUNTAIN VIEW,
a California charter city and municipal corporation

By: Audrey Seymour Ramberg
Name: Audrey Ramberg
Its: Daniel H. Rich Asst. City Manager
City Manager

By: Krishan Chopra, Sr. Asst. City Atty
Name: Jannie L. Quinn
Its: Krishan Chopra
City Attorney

ACCEPTED:

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

By: Harlan L. Kelly, Jr.
General Manager

SFPUC Resolution 19-0099

Dated: May 28, 2019

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: Richard Handel
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
County of Santa Clara

On April 17, 2019 before me, Lisa Natusch, City Clerk, personally appeared Audrey Seymour Ramberg, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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)

Lisa Natusch, City Clerk
City of Mountain View
Government Code §40814

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed dated November 21, 2019, from the first part to the City and County of San Francisco, is hereby accepted pursuant to Board of Supervisors' Ordinance No. 246-19, approved November 6, 2019, and the grantee consents to recordation thereof by its duly authorized officer.

Dated 12/6/19, 2019

By: 
Andrico Penick, Director of Property

EXHIBIT A TO
EASEMENT DEED

[Legal Description of Easement]

April 05, 2013

Exhibit "A"
LEGAL DESCRIPTION
Rengstorff Avenue Crossing

All that real property situate in the County of Santa Clara, State of California, being a portion of Rengstorff Avenue, and being more particularly described as follows:

BEGINNING at the northwest corner of the parcel described in the deed to the City and County of San Francisco recorded March 7, 1951, in Book 2166, Page 205 Official Records of Santa Clara County, State of California, said parcel being known to the City and County of San Francisco as parcel number 211, Bay Division Pipe Line Right-of-Way (numbers 3 & 4);

thence South $26^{\circ}11'20''$ West, 114.11 feet to the southwest corner of the parcel described in the deed to the City and County of San Francisco recorded August 22, 1950, in Book 2039, Page 199 of Official Records of Santa Clara County, State of California, said parcel being known to the City and County of San Francisco as parcel number 211-A;

thence South $71^{\circ}11'20''$ West, 29.75 feet along the southerly line of said parcel 211-A extended southwesterly;

thence North $68^{\circ}38'40''$ West, 19.03 feet to the southeasterly corner of that certain parcel described in the Final Order of Condemnation Number 75907, Superior Court of the State of California for the County of Santa Clara, said parcel being known to the City and County of San Francisco as parcel number 213;

thence along the southeasterly line of said parcel number 213, North $26^{\circ}11'20''$ East, 80.36 feet to the northeast corner of said parcel number 213;

thence North $63^{\circ}43'05''$ West, 16.36 feet along the northerly line of said parcel number 213;

thence North $71^{\circ}11'20''$ East, 79.71 feet to the **POINT OF BEGINNING**.

Containing 4,534 square feet, more or less.

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

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

Tony E. Durkee
Tony E. Durkee, PLS5773



END OF DESCRIPTION

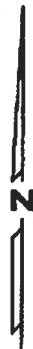
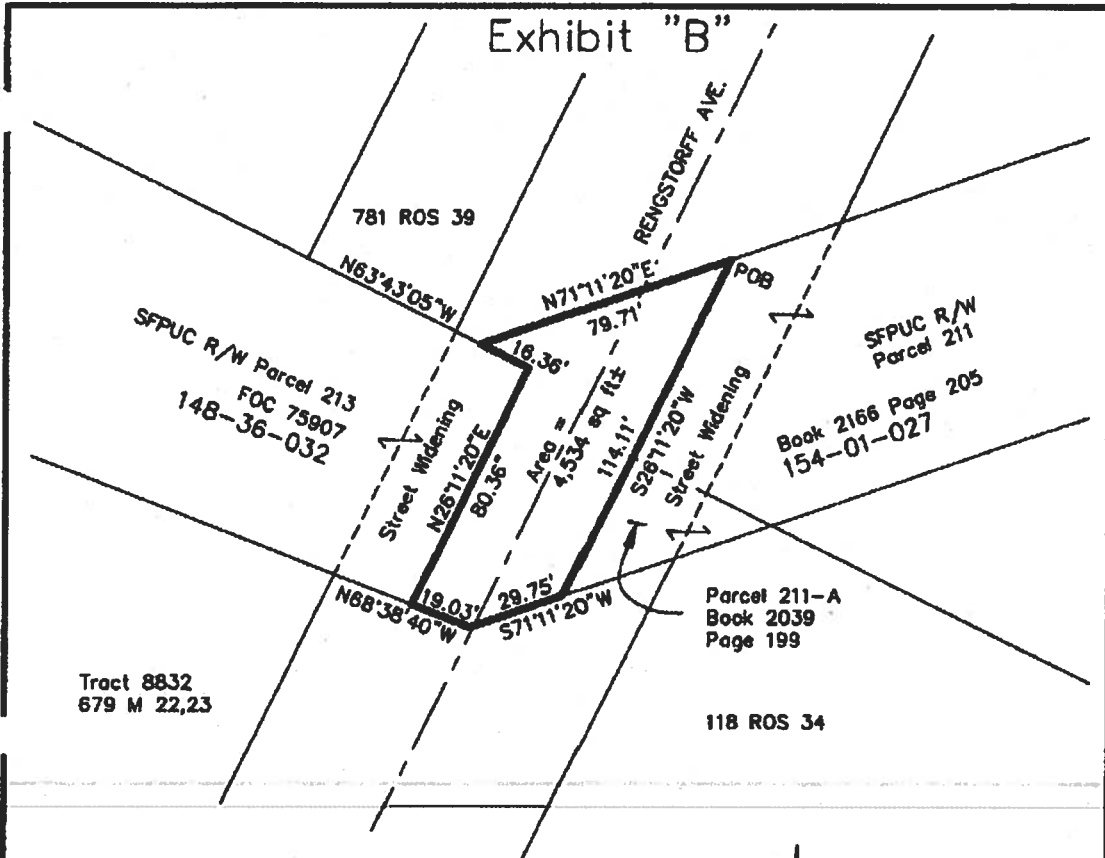
Page 1 of 1

Exh. A

EXHIBIT B TO
EASEMENT DEED

[Depiction of the Easement Area]

Exhibit "B"



Not to Scale



Rengstorff Ave.dwg 02/04/2013
Revised 04/05/2013

City and County of San Francisco Public Utilities Commission Real Estate Services
Rengstorff Ave. Crossing
City of Mountain View Santa Clara County

EXHIBIT I-6

Form of Easement Deed for San Antonio Road Street Crossing Parcel

[see attached]

24363031

Regina Alcomendras
Santa Clara County - Clerk-Recorder
12/20/2019 11:52 AM

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

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

CONFORMED COPY

Copy of document recorded.
Has not been compared with original.

With a copy to:

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

and

City of Mountain View
Attn: City Clerk
500 Castro Street
Mountain View, California 94041

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)

No Situs (Public Streets)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EASEMENT DEED
(San Antonio Road Crossing)

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF MOUNTAIN VIEW, a California charter city and municipal corporation ("Grantor"), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a California charter city and municipal corporation ("Grantee"), a perpetual, non-exclusive easement appurtenant to Grantee's separate adjoining real property for the installation, construction, operation, inspection, maintenance, repair, and replacement of water pipelines, utilities, and related appurtenances in the real property located in the City of Mountain View, County of Santa Clara, State of California, described on the attached Exhibit A and depicted on the attached Exhibit B (the "Easement Area").

Grantor shall retain such rights and privileges to use the surface and subsurface of the Easement Area as are not inconsistent with this easement, subject to the following conditions, covenants, and restrictions:

1. **Nature of Easement.** The Easement is a perpetual easement for purposes of accessing, constructing, reconstructing, removing, replacing, maintaining, repairing, operating, inspecting, and using one or more pipelines with all necessary braces, connections, valves, outlets, fastenings, and other appliances and fixtures (collectively the "Facilities") in, under, and across the Easement Area. The Easement includes the right of ingress and egress to the Easement Area across adjacent lands of Grantor over any available roadways, or such routes as

may be agreed upon by Grantor and Grantee, to the extent Grantor has rights to grant such rights, and to the extent necessary for the convenience of Grantee in the enjoyment of its rights under this Deed. Grantee's rights under this Deed may be exercised by Grantee's agents, contractors, subcontractors, suppliers, consultants, employees, licensees, invitees, or representatives, or by other authorized persons acting for or on behalf of Grantee.

2. Subject to Superior and Prior and Existing Rights.

(a) The rights granted by this Deed are expressly subordinate to the rights of Grantor to use the surface of the Grantor's Property as a public road and for all other municipal purposes, including, without limitation, and at Grantor's sole and absolute discretion, the right to construct, reconstruct, install, operate, maintain, repair, and pave roadways, curbs, gutters, and sidewalks. Grantor also reserves the right to use the subsurface of the Grantor's Property for the installation, operation, maintenance, repair, or replacement of public utilities, including pipes, cables, manholes, or other infrastructure typically required for utility lines; provided, however, that such installation, operation, maintenance, repair, or replacement shall not require Grantee to relocate or remove its Facilities nor unreasonably restrict or interfere with Grantee's rights to access, construct, reconstruct, remove, replace, maintain, repair, operate, inspect, and use the Facilities. The rights granted by this Deed are also subject to any prior and existing recorded property rights of third parties, if any. Grantee shall be solely liable for the interference with any prior and existing third-party rights. Grantor reserves the right to grant, at its sole and absolute discretion, nonexclusive rights to other third parties within the Easement Area, provided that any such grants shall not require Grantee to relocate or remove its Facilities nor unreasonably restrict or interfere with Grantee's rights to access, construct, reconstruct, remove, replace, maintain, repair, operate, inspect, and use the Facilities.

(b) If Grantor or any of its agents propose or permit the installation or placement of any improvements by or on behalf of Grantor in, under, and to the Easement Area, prior to any such installation or placement: (i) Grantor shall provide, or cause to be provided, to Grantee such plans and other pertinent documents related to such proposed improvements as are reasonably requested by Grantee, at the address for Grantee set forth in Paragraph 8 below, to provide Grantee an opportunity to review and comment on the proposed improvements; (ii) Grantor shall obtain Grantee's approval of the plans and specifications for any such proposed installation or placement, which approval shall not be unreasonably withheld or delayed; and (iii) such installation or placement shall be performed in a manner that does not endanger or damage any then-existing Facilities within the Easement Area.

3. Indemnification. Grantee shall indemnify, defend, and hold Grantor harmless from and against any direct injury, loss, damage, or liability, costs, or expenses (including reasonable attorneys' fees and court costs) resulting from Grantee's use of the Easement Area, except to the extent attributable to the negligent or intentional act or omission of Grantor or its agents.

4. Notification. Grantor and Grantee, and their respective agents and contractors, shall not perform, nor permit any person or entity to perform, any excavation work on or about the Easement Area without giving at least thirty (30) days' written notice to the other party in the manner required by Paragraph 9 of this Deed (except in emergencies, where each shall give prompt written notice).

5. **Requirement for Excavation Permit.** As a condition of this Deed, Grantee shall secure an excavation permit from Grantor, acting in its ministerial capacity, for all maintenance activities requiring excavation and Grantee shall abide by the terms and conditions of any such permit.

6. **No Structures.** Grantor shall not do or allow anything in, on, under, or about the Easement Area that could cause damage or interference to the Facilities. Without limiting the foregoing, Grantor agrees that, without Grantee's prior, written consent: (a) except as permitted by Paragraph 2 above, no structures of any kind or character shall be constructed or placed on the Easement Area; (b) except as permitted by Paragraph 2 above, no excavation shall occur on the Easement Area; and (c) no trees or other vegetation that fails to comply with the San Francisco Public Utility Commission's Vegetation Management Policy (as it may be amended from time to time) shall be planted or maintained on the Easement Area. Neither Grantor nor Grantee shall cause or permit the dumping or other disposal on or about the Easement Area of refuse, hazardous materials, or other materials that are unsightly or could pose a danger to human health or safety or to the environment.

7. **Run with the Land.** The provisions, covenants, conditions, and easement provided in this Agreement shall be covenants running with the land pursuant to California Civil Code Sections 1468 and 1471 and shall burden and benefit every person having an interest in the Easement Area. Any reference to Grantor in this Deed shall include Grantor's agents and all successor owners of all or any part of the Easement Area.

8. **Notices.** Notices and other deliveries pursuant to this Deed may be delivered by ~~private messenger service, mail, overnight courier, or delivery service.~~ Any notice or document required or permitted to be delivered by either party shall be in writing and shall be deemed to be given on the date received by, or on the date receipt was refused by the party; provided, however, that all notices and documents: (a) mailed to a party in the United States Mail, postage prepaid, certified mail, return receipt requested, shall be deemed to have been received five (5) postal days after mailing; or (b) delivered by a nationally recognized overnight courier or delivery service shall be deemed received the next business day after deposit with a nationally recognized overnight courier or delivery service for overnight delivery. For all purposes the address of the parties shall be the following, unless otherwise changed by the party by notice to the other as provided in this subparagraph:

To GRANTOR: City Manager
City of Mountain View
500 Castro Street
P.O. Box 7540
Mountain View, California 94039-7540

With a copy to: Public Works Director
City of Mountain View
500 Castro Street
P.O. Box 7540
Mountain View, California 94039-7540

To GRANTEE: General Manager
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 13th Floor
San Francisco, California 94102

With a copy to: Real Estate Director
Real Estate Services Division
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 10th Floor
San Francisco, California 94102
RES@sfwater.org

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

9. Miscellaneous.

(a) Entire Agreement. This Deed is the final expression of and contains the entire agreement between the parties with respect to the matters addressed in this Deed and supersedes all prior understandings with respect to such matters. This Deed may not be modified, changed, supplemented, or terminated, nor may any obligations under this Deed be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted in this Deed. The parties do not intend to confer any benefit under this Deed on any person, firm, or corporation other than the parties to this Deed.

(b) Partial Invalidity. If any term or provision of this Deed, or the application thereof, to any person or circumstance shall be invalid or unenforceable, to any extent, the remainder of this Deed, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Deed shall be valid and enforced to the fullest extent permitted by law.

(c) Waivers. No waiver of any breach of any covenant or provision of this Deed shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision of this Deed. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

(d) Governing Law; Consent to Jurisdiction. The parties to this Deed acknowledge that this Deed has been negotiated and entered into in the State of California and expressly agree that this Deed shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. Any legal action or proceeding brought by either party and arising from or in connection with this Deed or any breach of this Deed shall be brought in the California Superior Court for the County of Santa Clara.

Executed as of this 21st day of November, 2019.

THE CITY OF MOUNTAIN VIEW,
a California charter city and municipal corporation

By: Audrey Seymour Ramberg
Name: Audrey Ramberg
Its: Asst. City Manager
City Manager

By: Krishan Chopra, Sr. Asst. City Atty
for Name: Jannie L. Quinn
Its: City Attorney
Krishan Chopra

ACCEPTED:

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

By: [Signature]
Harlan L. Kelly, Jr.
General Manager

SFPUC Resolution 19-0099

Dated: May 20, 2019

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: [Signature]
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
County of Santa Clara

On April 17, 2019 before me, Lisa Natusch, City Clerk, personally appeared Audrey Seymour Ramberg, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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)

Lisa Natusch, City Clerk
City of Mountain View
Government Code §40814

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed dated November 21, 2019, from the first part to the City and County of San Francisco, is hereby accepted pursuant to Board of Supervisors' Ordinance No. 246-19, approved November 6, 2019, and the grantee consents to recordation thereof by its duly authorized officer.

Dated 12/9/19, 2019

By: 
Andrico Penick, Director of Property

EXHIBIT A TO
EASEMENT DEED

[Legal Description of Easement]

April 05, 2013

Exhibit "A"
LEGAL DESCRIPTION
San Antonio Road Crossing

All that real property situate in the County of Santa Clara, State of California, being a portion of San Antonio Road, and being more particularly described as follows:

BEGINNING at the northwest corner of the parcel described in the deed to the City and County of San Francisco recorded January 21, 1952, in Book 2352, Page 368 Official Records of Santa Clara County, State of California, said parcel being known to the City and County of San Francisco as parcel number 219, Bay Division Pipe Line Right-of-Way (numbers 3 & 4);

thence South 25°36'00" West, 80.35 feet along the northwest end end of said parcel 219 to the most westerly corner of said parcel number 219;

thence North 69°43'23" West, 50.22 feet along the southerly line of said parcel number 219 extended northwesterly to the southeasterly corner of the parcel described in deed to the City and County of San Francisco recorded August 3, 1949 in Book 1827, Page 5 Official Records of Santa Clara County, State of California, said parcel being known to the City and County of San Francisco as parcel number 222, Bay Division Pipe Line Right-of-Way (numbers 3 & 4);

thence North 25°36'00" East, 80.35 feet to the most easterly corner of the parcel described in deed to the City and County of San Francisco recorded in Book 1961, Page 12 Official Records of Santa Clara County, State of California, said parcel being known to the City and County of San Francisco as parcel number 221, Bay Division Pipe Line Right-of-Way (numbers 3 & 4);

~~thence South 69°43'23" East, 50.22 feet along the northeasterly line of said parcel 221 extended southeasterly to the POINT OF BEGINNING.~~

Containing 4,017 square feet, more or less.

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

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


Tony E. Durkee, PLS5773



END OF DESCRIPTION

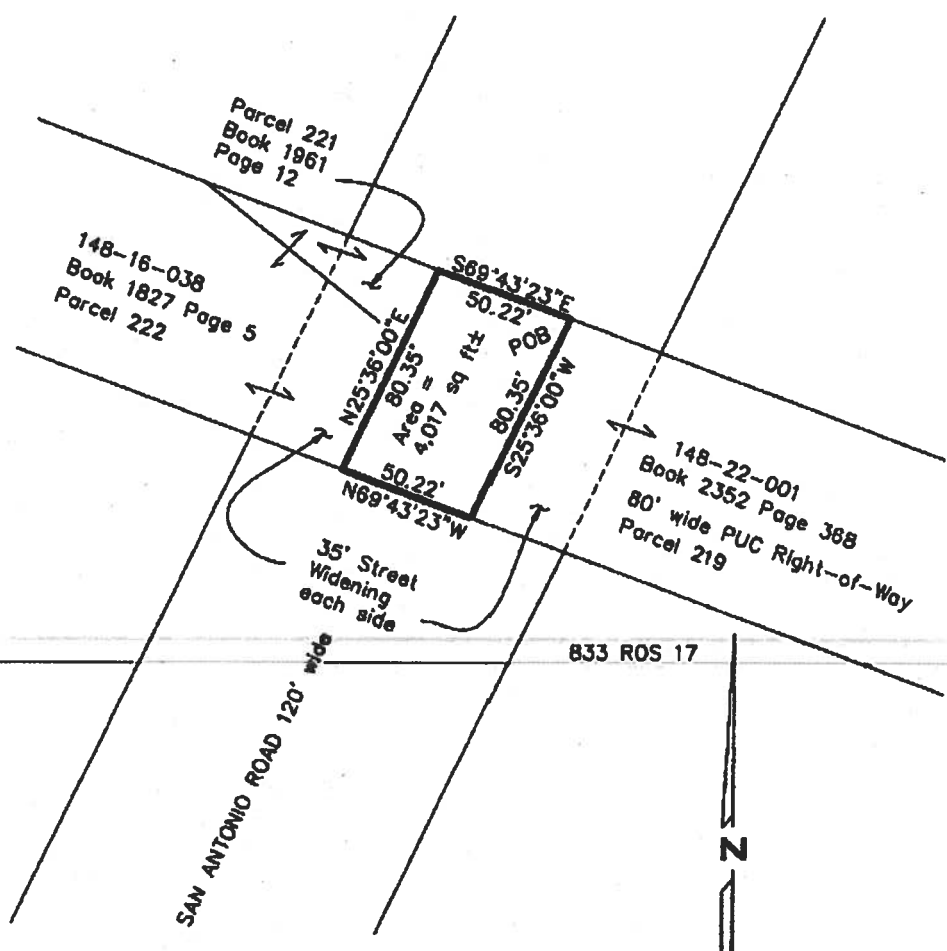
Page 1 of 1

Exh. A

EXHIBIT B TO
EASEMENT DEED

[Depiction of the Easement Area]

Exhibit "B"



Not to Scale

City and County of San Francisco Public Utilities Commission Real Estate Services
San Antonio Rd. Crossing
City of Mountain View Santa Clara County

San Antonio Rd.dwg 01/30-2013
 Revised 04/05/2013

EXHIBIT I-7

Form of Easement Deed for Stierlin Road Street Crossing Parcel

[see attached]

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

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

With a copy to:

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

and

City of Mountain View
Attn: City Clerk
500 Castro Street
Mountain View, California 94041

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)

24363032

Regina Alcomendras
Santa Clara County - Clerk-Recorder
12/20/2019 11:52 AM

CONFORMED COPY

Copy of document recorded.
Has not been compared with original.

No Situs (Public Streets)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EASEMENT DEED
(Stierlin Road Crossing)

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF MOUNTAIN VIEW, a California charter city and municipal corporation ("Grantor"), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a California charter city and municipal corporation ("Grantee"), a perpetual, non-exclusive easement appurtenant to Grantee's separate adjoining real property for the installation, construction, operation, inspection, maintenance, repair, and replacement of water pipelines, utilities, and related appurtenances in the real property located in the City of Mountain View, County of Santa Clara, State of California, described on the attached **Exhibit A** and depicted on the attached **Exhibit B** (the "Easement Area").

Grantor shall retain such rights and privileges to use the surface and subsurface of the Easement Area as are not inconsistent with this easement, subject to the following conditions, covenants, and restrictions:

1. **Nature of Easement.** The Easement is a perpetual easement for purposes of accessing, constructing, reconstructing, removing, replacing, maintaining, repairing, operating, inspecting, and using one or more pipelines with all necessary braces, connections, valves, outlets, fastenings, and other appliances and fixtures (collectively the "Facilities") in, under, and across the Easement Area. The Easement includes the right of ingress and egress to the Easement Area across adjacent lands of Grantor over any available roadways, or such routes as

may be agreed upon by Grantor and Grantee, to the extent Grantor has rights to grant such rights, and to the extent necessary for the convenience of Grantee in the enjoyment of its rights under this Deed. Grantee's rights under this Deed may be exercised by Grantee's agents, contractors, subcontractors, suppliers, consultants, employees, licensees, invitees, or representatives, or by other authorized persons acting for or on behalf of Grantee.

2. Subject to Superior and Prior and Existing Rights.

(a) The rights granted by this Deed are expressly subordinate to the rights of Grantor to use the surface of the Grantor's Property as a public road and for all other municipal purposes, including, without limitation, and at Grantor's sole and absolute discretion, the right to construct, reconstruct, install, operate, maintain, repair, and pave roadways, curbs, gutters, and sidewalks. Grantor also reserves the right to use the subsurface of the Grantor's Property for the installation, operation, maintenance, repair, or replacement of public utilities, including pipes, cables, manholes, or other infrastructure typically required for utility lines; provided, however, that such installation, operation, maintenance, repair, or replacement shall not require Grantee to relocate or remove its Facilities nor unreasonably restrict or interfere with Grantee's rights to access, construct, reconstruct, remove, replace, maintain, repair, operate, inspect, and use the Facilities. The rights granted by this Deed are also subject to any prior and existing recorded property rights of third parties, if any. Grantee shall be solely liable for the interference with any prior and existing third-party rights. Grantor reserves the right to grant, at its sole and absolute discretion, nonexclusive rights to other third parties within the Easement Area, provided that any such grants shall not require Grantee to relocate or remove its Facilities nor unreasonably restrict or interfere with Grantee's rights to access, construct, reconstruct, remove, replace, maintain, repair, operate, inspect, and use the Facilities.

(b) If Grantor or any of its agents propose or permit the installation or placement of any improvements by or on behalf of Grantor in, under, and to the Easement Area, prior to any such installation or placement: (i) Grantor shall provide, or cause to be provided, to Grantee such plans and other pertinent documents related to such proposed improvements as are reasonably requested by Grantee, at the address for Grantee set forth in Paragraph 8 below, to provide Grantee an opportunity to review and comment on the proposed improvements; (ii) Grantor shall obtain Grantee's approval of the plans and specifications for any such proposed installation or placement, which approval shall not be unreasonably withheld or delayed; and (iii) such installation or placement shall be performed in a manner that does not endanger or damage any then-existing Facilities within the Easement Area.

3. Indemnification. Grantee shall indemnify, defend, and hold Grantor harmless from and against any direct injury, loss, damage, or liability, costs, or expenses (including reasonable attorneys' fees and court costs) resulting from Grantee's use of the Easement Area, except to the extent attributable to the negligent or intentional act or omission of Grantor or its agents.

4. Notification. Grantor and Grantee, and their respective agents and contractors, shall not perform, nor permit any person or entity to perform, any excavation work on or about the Easement Area without giving at least thirty (30) days' written notice to the other party in the manner required by Paragraph 9 of this Deed (except in emergencies, where each shall give prompt written notice).

5. **Requirement for Excavation Permit.** As a condition of this Deed, Grantee shall secure an excavation permit from Grantor, acting in its ministerial capacity, for all maintenance activities requiring excavation and Grantee shall abide by the terms and conditions of any such permit.

6. **No Structures.** Grantor shall not do or allow anything in, on, under, or about the Easement Area that could cause damage or interference to the Facilities. Without limiting the foregoing, Grantor agrees that, without Grantee's prior, written consent: (a) except as permitted by Paragraph 2 above, no structures of any kind or character shall be constructed or placed on the Easement Area; (b) except as permitted by Paragraph 2 above, no excavation shall occur on the Easement Area; and (c) no trees or other vegetation that fails to comply with the San Francisco Public Utility Commission's Vegetation Management Policy (as it may be amended from time to time) shall be planted or maintained on the Easement Area. Neither Grantor nor Grantee shall cause or permit the dumping or other disposal on or about the Easement Area of refuse, hazardous materials, or other materials that are unsightly or could pose a danger to human health or safety or to the environment.

7. **Run with the Land.** The provisions, covenants, conditions, and easement provided in this Agreement shall be covenants running with the land pursuant to California Civil Code Sections 1468 and 1471 and shall burden and benefit every person having an interest in the Easement Area. Any reference to Grantor in this Deed shall include Grantor's agents and all successor owners of all or any part of the Easement Area.

8. **Notices.** Notices and other deliveries pursuant to this Deed may be delivered by private messenger service, mail, overnight courier, or delivery service. Any notice or document required or permitted to be delivered by either party shall be in writing and shall be deemed to be given on the date received by, or on the date receipt was refused by the party; provided, however, that all notices and documents: (a) mailed to a party in the United States Mail, postage prepaid, certified mail, return receipt requested, shall be deemed to have been received five (5) postal days after mailing; or (b) delivered by a nationally recognized overnight courier or delivery service shall be deemed received the next business day after deposit with a nationally recognized overnight courier or delivery service for overnight delivery. For all purposes the address of the parties shall be the following, unless otherwise changed by the party by notice to the other as provided in this subparagraph:

To GRANTOR: City Manager
City of Mountain View
500 Castro Street
P.O. Box 7540
Mountain View, California 94039-7540

With a copy to: Public Works Director
City of Mountain View
500 Castro Street
P.O. Box 7540
Mountain View, California 94039-7540

To GRANTEE: General Manager
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 13th Floor
San Francisco, California 94102

With a copy to: Real Estate Director
Real Estate Services Division
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 10th Floor
San Francisco, California 94102
RES@sfwater.org

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

9. Miscellaneous.

(a) Entire Agreement. This Deed is the final expression of and contains the entire agreement between the parties with respect to the matters addressed in this Deed and supersedes all prior understandings with respect to such matters. This Deed may not be modified, changed, supplemented, or terminated, nor may any obligations under this Deed be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted in this Deed. The parties do not intend to confer any benefit under this Deed on any person, firm, or corporation other than the parties to this Deed.

(b) Partial Invalidity. If any term or provision of this Deed, or the application thereof, to any person or circumstance shall be invalid or unenforceable, to any extent, the remainder of this Deed, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Deed shall be valid and enforced to the fullest extent permitted by law.

(c) Waivers. No waiver of any breach of any covenant or provision of this Deed shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision of this Deed. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

(d) Governing Law; Consent to Jurisdiction. The parties to this Deed acknowledge that this Deed has been negotiated and entered into in the State of California and expressly agree that this Deed shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. Any legal action or proceeding brought by either party and arising from or in connection with this Deed or any breach of this Deed shall be brought in the California Superior Court for the County of Santa Clara.

Executed as of this 21st day of November, 2019.

THE CITY OF MOUNTAIN VIEW,
a California charter city and municipal corporation

By: Audrey Seymour Ramberg
Name: Audrey Ramberg
Its: for Daniel H. Riordan Asst. City Manager
City Manager

By: Krishan Chopra, Sr. Asst. City Atty
Name: Jannie L. Quinn
Its: City Attorney
Krishan Chopra

ACCEPTED:

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

By: [Signature]
Harlan L. Kelly, Jr.
General Manager

SFPUC Resolution 19-0099

Dated: May 20, 2019

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: [Signature]
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
County of Santa Clara

On April 17, 2019 before me, Lisa Natusch, City Clerk, personally appeared Audrey Seymour Ramberg, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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)

Lisa Natusch, City Clerk
City of Mountain View
Government Code §40814

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed dated November 21, 2019, from the first part to the City and County of San Francisco, is hereby accepted pursuant to Board of Supervisors' Ordinance No. 246-19, approved November 6, 2019, and the grantee consents to recordation thereof by its duly authorized officer.

Dated 12/9/, 2019

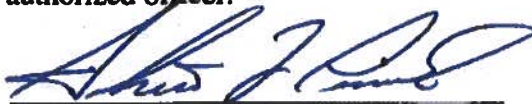
By: 
Andrico Penick, Director of Property

EXHIBIT A TO
EASEMENT DEED

[Legal Description of Easement]

April 05, 2013

Exhibit "A"
LEGAL DESCRIPTION
Stierlin Road Crossing

All that real property situate in the County of Santa Clara, State of California, being a portion of Stierlin Road, and being more particularly described as follows:

BEGINNING at the most northerly corner of the parcel described in the deed to the City and County of San Francisco recorded March 5, 1950 in Book 1939, Page 554 Official Records of Santa Clara County, State of California, said parcel being known to the City and County of San Francisco as parcel number 199-A, Bay Division Pipe Line Right-of-Way (numbers 3 & 4);

thence South $0^{\circ}20'15''$ West, 81.91 feet along the westerly end of said parcel 199-A to the southwesterly corner of said parcel;

thence North $77^{\circ}15'15''$ West, 63.67 feet along the southerly line of parcel 199-A extended to the southeasterly corner of the parcel described in deed to the City and County of San Francisco recorded August 30, 1950 in Book 2044, Page 624 Official Records of Santa Clara County, State of California, said parcel being known to the City and County of San Francisco as parcel number 201-A, Bay Division Pipe Line Right-of-Way (numbers 3 & 4);

thence North $0^{\circ}20'15''$ East, 81.91 feet to the northeast corner of said parcel number 201-A;

thence South $77^{\circ}15'15''$ East, 63.67 feet to the **POINT OF BEGINNING**.

Containing ~~5,094~~ square feet, more or less.

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

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

Tony E. Durkee
Tony E. Durkee, PLS5773



END OF DESCRIPTION

Page 1 of 1

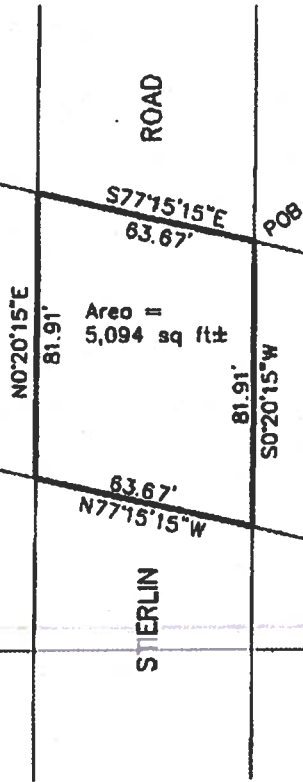
Exh. A

EXHIBIT B TO
EASEMENT DEED

[Depiction of the Easement Area]

Exhibit "B"

Parcel 201-A
 SFPUC 80' R/W
 Book 2044 Page 624
 153-25-002



Area =
 5,094 sq ft±

Parcel 199-A
 SFPUC 80' R/W
 Book 1939 Page 554
 153-24-003



Not to Scale



Stierlin Road.dwg 01/30/2013
 Revised 04/05/2013

City and County of San Francisco Public Utilities Commission Real Estate Services
Stierlin Road Crossing
City of Mountain View Santa Clara County

EXHIBIT I-8

Form of Easement Deed for Tyrella Avenue Street Crossing Parcel

[see attached]

24363033

Regina Alcomendras
Santa Clara County - Clerk-Recorder
12/20/2019 11:52 AM

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

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

CONFORMED COPY

Copy of document recorded.
Has not been compared with original.

With a copy to:

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

and

City of Mountain View
Attn: City Clerk
500 Castro Street
Mountain View, California 94041

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)

No Situs (Public Streets)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EASEMENT DEED
(Tyrella Avenue Crossing)

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF MOUNTAIN VIEW, a California charter city and municipal corporation ("Grantor"), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a California charter city and municipal corporation ("Grantee"), a perpetual, non-exclusive easement appurtenant to Grantee's separate adjoining real property for the installation, construction, operation, inspection, maintenance, repair, and replacement of water pipelines, utilities, and related appurtenances in the real property located in the City of Mountain View, County of Santa Clara, State of California, described on the attached **Exhibit A** and depicted on the attached **Exhibit B** (the "Easement Area").

Grantor shall retain such rights and privileges to use the surface and subsurface of the Easement Area as are not inconsistent with this easement, subject to the following conditions, covenants, and restrictions:

1. **Nature of Easement.** The Easement is a perpetual easement for purposes of accessing, constructing, reconstructing, removing, replacing, maintaining, repairing, operating, inspecting, and using one or more pipelines with all necessary braces, connections, valves, outlets, fastenings, and other appliances and fixtures (collectively the "Facilities") in, under, and across the Easement Area. The Easement includes the right of ingress and egress to the Easement Area across adjacent lands of Grantor over any available roadways, or such routes as

may be agreed upon by Grantor and Grantee, to the extent Grantor has rights to grant such rights, and to the extent necessary for the convenience of Grantee in the enjoyment of its rights under this Deed. Grantee's rights under this Deed may be exercised by Grantee's agents, contractors, subcontractors, suppliers, consultants, employees, licensees, invitees, or representatives, or by other authorized persons acting for or on behalf of Grantee.

2. Subject to Superior and Prior and Existing Rights.

(a) The rights granted by this Deed are expressly subordinate to the rights of Grantor to use the surface of the Grantor's Property as a public road and for all other municipal purposes, including, without limitation, and at Grantor's sole and absolute discretion, the right to construct, reconstruct, install, operate, maintain, repair, and pave roadways, curbs, gutters, and sidewalks. Grantor also reserves the right to use the subsurface of the Grantor's Property for the installation, operation, maintenance, repair, or replacement of public utilities, including pipes, cables, manholes, or other infrastructure typically required for utility lines; provided, however, that such installation, operation, maintenance, repair, or replacement shall not require Grantee to relocate or remove its Facilities nor unreasonably restrict or interfere with Grantee's rights to access, construct, reconstruct, remove, replace, maintain, repair, operate, inspect, and use the Facilities. The rights granted by this Deed are also subject to any prior and existing recorded property rights of third parties, if any. Grantee shall be solely liable for the interference with any prior and existing third-party rights. Grantor reserves the right to grant, at its sole and absolute discretion, nonexclusive rights to other third parties within the Easement Area, provided that any such grants shall not require Grantee to relocate or remove its Facilities nor unreasonably restrict or interfere with Grantee's rights to access, construct, reconstruct, remove, replace, maintain, repair, operate, inspect, and use the Facilities.

(b) If Grantor or any of its agents propose or permit the installation or placement of any improvements by or on behalf of Grantor in, under, and to the Easement Area, prior to any such installation or placement: (i) Grantor shall provide, or cause to be provided, to Grantee such plans and other pertinent documents related to such proposed improvements as are reasonably requested by Grantee, at the address for Grantee set forth in Paragraph 8 below, to provide Grantee an opportunity to review and comment on the proposed improvements; (ii) Grantor shall obtain Grantee's approval of the plans and specifications for any such proposed installation or placement, which approval shall not be unreasonably withheld or delayed; and (iii) such installation or placement shall be performed in a manner that does not endanger or damage any then-existing Facilities within the Easement Area.

3. Indemnification. Grantee shall indemnify, defend, and hold Grantor harmless from and against any direct injury, loss, damage, or liability, costs, or expenses (including reasonable attorneys' fees and court costs) resulting from Grantee's use of the Easement Area, except to the extent attributable to the negligent or intentional act or omission of Grantor or its agents.

4. Notification. Grantor and Grantee, and their respective agents and contractors, shall not perform, nor permit any person or entity to perform, any excavation work on or about the Easement Area without giving at least thirty (30) days' written notice to the other party in the manner required by Paragraph 9 of this Deed (except in emergencies, where each shall give prompt written notice).

5. **Requirement for Excavation Permit.** As a condition of this Deed, Grantee shall secure an excavation permit from Grantor, acting in its ministerial capacity, for all maintenance activities requiring excavation and Grantee shall abide by the terms and conditions of any such permit.

6. **No Structures.** Grantor shall not do or allow anything in, on, under, or about the Easement Area that could cause damage or interference to the Facilities. Without limiting the foregoing, Grantor agrees that, without Grantee's prior, written consent: (a) except as permitted by Paragraph 2 above, no structures of any kind or character shall be constructed or placed on the Easement Area; (b) except as permitted by Paragraph 2 above, no excavation shall occur on the Easement Area; and (c) no trees or other vegetation that fails to comply with the San Francisco Public Utility Commission's Vegetation Management Policy (as it may be amended from time to time) shall be planted or maintained on the Easement Area. Neither Grantor nor Grantee shall cause or permit the dumping or other disposal on or about the Easement Area of refuse, hazardous materials, or other materials that are unsightly or could pose a danger to human health or safety or to the environment.

7. **Run with the Land.** The provisions, covenants, conditions, and easement provided in this Agreement shall be covenants running with the land pursuant to California Civil Code Sections 1468 and 1471 and shall burden and benefit every person having an interest in the Easement Area. Any reference to Grantor in this Deed shall include Grantor's agents and all successor owners of all or any part of the Easement Area.

8. **Notices.** Notices and other deliveries pursuant to this Deed may be delivered by ~~private messenger service, mail, overnight courier, or delivery service.~~ Any notice or document required or permitted to be delivered by either party shall be in writing and shall be deemed to be given on the date received by, or on the date receipt was refused by the party; provided, however, that all notices and documents: (a) mailed to a party in the United States Mail, postage prepaid, certified mail, return receipt requested, shall be deemed to have been received five (5) postal days after mailing; or (b) delivered by a nationally recognized overnight courier or delivery service shall be deemed received the next business day after deposit with a nationally recognized overnight courier or delivery service for overnight delivery. For all purposes the address of the parties shall be the following, unless otherwise changed by the party by notice to the other as provided in this subparagraph:

To GRANTOR: City Manager
City of Mountain View
500 Castro Street
P.O. Box 7540
Mountain View, California 94039-7540

With a copy to: Public Works Director
City of Mountain View
500 Castro Street
P.O. Box 7540
Mountain View, California 94039-7540

To GRANTEE: General Manager
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 13th Floor
San Francisco, California 94102

With a copy to: Real Estate Director
Real Estate Services Division
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 10th Floor
San Francisco, California 94102
RES@sfwater.org

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

9. Miscellaneous.

(a) **Entire Agreement.** This Deed is the final expression of and contains the entire agreement between the parties with respect to the matters addressed in this Deed and supersedes all prior understandings with respect to such matters. This Deed may not be modified, changed, supplemented, or terminated, nor may any obligations under this Deed be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted in this Deed. The parties do not intend to confer any benefit under this Deed on any person, firm, or corporation other than the parties to this Deed.

(b) **Partial Invalidity.** If any term or provision of this Deed, or the application thereof, to any person or circumstance shall be invalid or unenforceable, to any extent, the remainder of this Deed, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Deed shall be valid and enforced to the fullest extent permitted by law.

(c) **Waivers.** No waiver of any breach of any covenant or provision of this Deed shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision of this Deed. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

(d) **Governing Law; Consent to Jurisdiction.** The parties to this Deed acknowledge that this Deed has been negotiated and entered into in the State of California and expressly agree that this Deed shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. Any legal action or proceeding brought by either party and arising from or in connection with this Deed or any breach of this Deed shall be brought in the California Superior Court for the County of Santa Clara.

Executed as of this 21st day of November, 2019.

THE CITY OF MOUNTAIN VIEW,
a California charter city and municipal corporation

By: Audrey Seymour Ramberg
Audrey Ramberg
Name: Daniel H. Rich Asst. City Manager
Its: City Manager

For By: Krishan Chopra, Sr. Asst. City Atty
Name: Jannie L. Quinn
Its: City Attorney Krishan Chopra

ACCEPTED:

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

By: [Signature]
Harlan L. Kelly, Jr.
General Manager

SFPUC Resolution 19-0099

Dated: May 28, 2019

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: [Signature]
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
County of Santa Clara

On April 17, 2019 before me, Lisa Natusch, City Clerk, personally appeared Audrey Seymour Ramberg, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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)

Lisa Natusch, City Clerk
City of Mountain View
Government Code §40814

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed dated November 21, 2019, from the first part to the City and County of San Francisco, is hereby accepted pursuant to Board of Supervisors' Ordinance No. 246-19, approved November 6, 2019, and the grantee consents to recordation thereof by its duly authorized officer.

Dated 12/1, 2019

By: 
Andrico Penick, Director of Property

EXHIBIT A TO
EASEMENT DEED

[Legal Description of Easement]

April 05, 2013

Exhibit "A"
LEGAL DESCRIPTION
Tyrella Ave. Crossing

All that real property situate in the County of Santa Clara, State of California, being a portion of Tyrella Ave, and being more particularly described as follows:

BEGINNING at the northeasterly corner of the parcel described in the deed to the City and County of San Francisco recorded June 27, 1950 in Book 2004, Page 480 Official Records of Santa Clara County, State of California, said parcel being known to the City and County of San Francisco as parcel number 194, Bay Division Pipe Line Right-of-Way (numbers 3 & 4);

thence South 80°24'30" West, 40.25 feet along the northerly line of said parcel 194 projected easterly to the northwesterly corner of the parcel described in the deed to the City and County of San Francisco recorded in Book 1960, Page 27 Official Records of Santa Clara County, State of California, said parcel being known to the City and County of San Francisco as parcel number 191, Bay Division Pipe Line Right-of-Way (numbers 3 & 4);

thence South 16°00'40" West, 80.50 feet to the southwesterly corner of the parcel described in deed to the City and County of San Francisco recorded February 14, 1950 in Book 1926, Page 424 Official Records of Santa Clara County, State of California, said parcel being known to the City and County of San Francisco as parcel number 192, Bay Division Pipe Line Right-of-Way (numbers 3 & 4);

thence North 80°24'30" East, 40.25 feet to the southeast corner of said parcel number 194;

thence North 16°00'40" East, 80.50 feet to the **POINT OF BEGINNING**.

Containing 3,220 square feet, more or less.

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

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

Tony E. Durkee
Tony E. Durkee. PLS5773



END OF DESCRIPTION

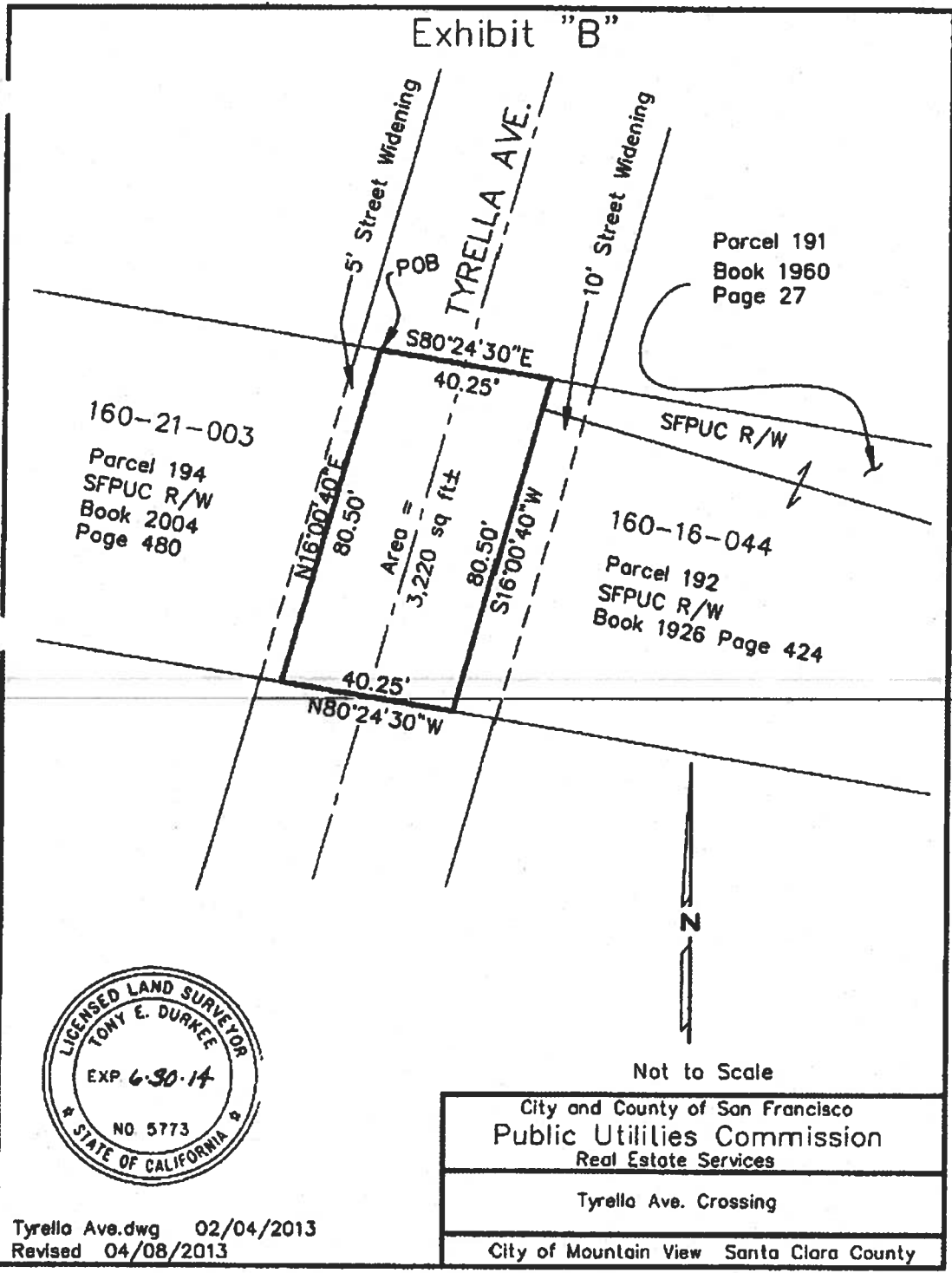
Page 1 of 1

Exh. A

EXHIBIT B TO
EASEMENT DEED

[Depiction of the Easement Area]

Exhibit "B"



Tyrella Ave.dwg 02/04/2013
 Revised 04/08/2013

Not to Scale

City and County of San Francisco Public Utilities Commission Real Estate Services
Tyrella Ave. Crossing
City of Mountain View Santa Clara County

EXHIBIT I-9

Form of Easement Deed for Whisman Road Street Crossing Parcel

[see attached]

24363034

Regina Alcomendras
Santa Clara County - Clerk-Recorder
12/20/2019 11:52 AM

CONFORMED COPY

Copy of document recorded.
Has not been compared with original.

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

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

With a copy to:

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

and

City of Mountain View
Attn: City Clerk
500 Castro Street
Mountain View, California 94041

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)

No Situs (Public Streets)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EASEMENT DEED
(Whisman Road Crossing)

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF MOUNTAIN VIEW, a California charter city and municipal corporation ("Grantor"), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a California charter city and municipal corporation ("Grantee"), a perpetual, non-exclusive easement appurtenant to Grantee's separate adjoining real property for the installation, construction, operation, inspection, maintenance, repair, and replacement of water pipelines, utilities, and related appurtenances in the real property located in the City of Mountain View, County of Santa Clara, State of California, described on the attached Exhibit A and depicted on the attached Exhibit B (the "Easement Area").

Grantor shall retain such rights and privileges to use the surface and subsurface of the Easement Area as are not inconsistent with this easement, subject to the following conditions, covenants, and restrictions:

1. Nature of Easement. The Easement is a perpetual easement for purposes of accessing, constructing, reconstructing, removing, replacing, maintaining, repairing, operating, inspecting, and using one or more pipelines with all necessary braces, connections, valves, outlets, fastenings, and other appliances and fixtures (collectively the "Facilities") in, under, and across the Easement Area. The Easement includes the right of ingress and egress to the Easement Area across adjacent lands of Grantor over any available roadways, or such routes as may be agreed

upon by Grantor and Grantee, to the extent Grantor has rights to grant such rights, and to the extent necessary for the convenience of Grantee in the enjoyment of its rights under this Deed. Grantee's rights under this Deed may be exercised by Grantee's agents, contractors, subcontractors, suppliers, consultants, employees, licensees, invitees, or representatives, or by other authorized persons acting for or on behalf of Grantee.

2. Subject to Superior and Prior and Existing Rights.

(a) The rights granted by this Deed are expressly subordinate to the rights of Grantor to use the surface of the Grantor's Property as a public road and for all other municipal purposes, including, without limitation, and at Grantor's sole and absolute discretion, the right to construct, reconstruct, install, operate, maintain, repair, and pave roadways, curbs, gutters, and sidewalks. Grantor also reserves the right to use the subsurface of the Grantor's Property for the installation, operation, maintenance, repair, or replacement of public utilities, including pipes, cables, manholes, or other infrastructure typically required for utility lines; provided, however, that such installation, operation, maintenance, repair, or replacement shall not require Grantee to relocate or remove its Facilities nor unreasonably restrict or interfere with Grantee's rights to access, construct, reconstruct, remove, replace, maintain, repair, operate, inspect, and use the Facilities. The rights granted by this Deed are also subject to any prior and existing recorded property rights of third parties, if any. Grantee shall be solely liable for the interference with any prior and existing third-party rights. Grantor reserves the right to grant, at its sole and absolute discretion, nonexclusive rights to other third parties within the Easement Area, provided that any such grants shall not require Grantee to relocate or remove its Facilities nor unreasonably restrict or interfere with Grantee's rights to access, construct, reconstruct, remove, replace, maintain, repair, operate, inspect, and use the Facilities.

(b) If Grantor or any of its agents propose or permit the installation or placement of any improvements by or on behalf of Grantor in, under, and to the Easement Area, prior to any such installation or placement: (i) Grantor shall provide, or cause to be provided, to Grantee such plans and other pertinent documents related to such proposed improvements as are reasonably requested by Grantee, at the address for Grantee set forth in Paragraph 8 below, to provide Grantee an opportunity to review and comment on the proposed improvements; (ii) Grantor shall obtain Grantee's approval of the plans and specifications for any such proposed installation or placement, which approval shall not be unreasonably withheld or delayed; and (iii) such installation or placement shall be performed in a manner that does not endanger or damage any then-existing Facilities within the Easement Area.

3. Indemnification. Grantee shall indemnify, defend, and hold Grantor harmless from and against any direct injury, loss, damage, or liability, costs, or expenses (including reasonable attorneys' fees and court costs) resulting from Grantee's use of the Easement Area, except to the extent attributable to the negligent or intentional act or omission of Grantor or its agents.

4. Notification. Grantor and Grantee, and their respective agents and contractors, shall not perform, nor permit any person or entity to perform, any excavation work on or about the Easement Area without giving at least thirty (30) days' written notice to the other party in the manner required by Paragraph 9 of this Deed (except in emergencies, where each shall give prompt written notice).

5. **Requirement for Excavation Permit.** As a condition of this Deed, Grantee shall secure an excavation permit from Grantor, acting in its ministerial capacity, for all maintenance activities requiring excavation and Grantee shall abide by the terms and conditions of any such permit.

6. **No Structures.** Grantor shall not do or allow anything in, on, under, or about the Easement Area that could cause damage or interference to the Facilities. Without limiting the foregoing, Grantor agrees that, without Grantee's prior, written consent: (a) except as permitted by Paragraph 2 above, no structures of any kind or character shall be constructed or placed on the Easement Area; (b) except as permitted by Paragraph 2 above, no excavation shall occur on the Easement Area; and (c) no trees or other vegetation that fails to comply with the San Francisco Public Utility Commission's Vegetation Management Policy (as it may be amended from time to time) shall be planted or maintained on the Easement Area. Neither Grantor nor Grantee shall cause or permit the dumping or other disposal on or about the Easement Area of refuse, hazardous materials, or other materials that are unsightly or could pose a danger to human health or safety or to the environment.

7. **Run with the Land.** The provisions, covenants, conditions, and easement provided in this Agreement shall be covenants running with the land pursuant to California Civil Code Sections 1468 and 1471 and shall burden and benefit every person having an interest in the Easement Area. Any reference to Grantor in this Deed shall include Grantor's agents and all successor owners of all or any part of the Easement Area.

8. **Notices.** Notices and other deliveries pursuant to this Deed may be delivered by private messenger service, mail, overnight courier, or delivery service. Any notice or document required or permitted to be delivered by either party shall be in writing and shall be deemed to be given on the date received by, or on the date receipt was refused by the party; provided, however, that all notices and documents: (a) mailed to a party in the United States Mail, postage prepaid, certified mail, return receipt requested, shall be deemed to have been received five (5) postal days after mailing; or (b) delivered by a nationally recognized overnight courier or delivery service shall be deemed received the next business day after deposit with a nationally recognized overnight courier or delivery service for overnight delivery. For all purposes the address of the parties shall be the following, unless otherwise changed by the party by notice to the other as provided in this subparagraph:

To GRANTOR: City Manager
City of Mountain View
500 Castro Street
P.O. Box 7540
Mountain View, California 94039-7540

With a copy to: Public Works Director
City of Mountain View
500 Castro Street
P.O. Box 7540
Mountain View, California 94039-7540

To GRANTEE: General Manager
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 13th Floor
San Francisco, California 94102

With a copy to: Real Estate Director
Real Estate Services Division
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 10th Floor
San Francisco, California 94102
RES@sfwater.org

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

9. Miscellaneous.

(a) Entire Agreement. This Deed is the final expression of and contains the entire agreement between the parties with respect to the matters addressed in this Deed and supersedes all prior understandings with respect to such matters. This Deed may not be modified, changed, supplemented, or terminated, nor may any obligations under this Deed be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted in this Deed. The parties do not intend to confer any benefit under this Deed on any person, firm, or corporation other than the parties to this Deed.

(b) Partial Invalidity. If any term or provision of this Deed, or the application thereof, to any person or circumstance shall be invalid or unenforceable, to any extent, the remainder of this Deed, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Deed shall be valid and enforced to the fullest extent permitted by law.

(c) Waivers. No waiver of any breach of any covenant or provision of this Deed shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision of this Deed. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

(d) Governing Law; Consent to Jurisdiction. The parties to this Deed acknowledge that this Deed has been negotiated and entered into in the State of California and expressly agree that this Deed shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. Any legal action or proceeding brought by either party and arising from or in connection with this Deed or any breach of this Deed shall be brought in the California Superior Court for the County of Santa Clara.

Executed as of this 21st day of November, 2019.

THE CITY OF MOUNTAIN VIEW,
a California charter city and municipal corporation

By: Audrey Seymour Ramberg
Name: Audrey Ramberg
Its: for Daniel H. Rich City Manager
City Manager

By: Krishan Chopra, Sr. Asst. City Atty
Name: Jannie L. Quinn
Its: City Attorney Krishan Chopra

ACCEPTED:

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

By: Harlan L. Kelly, Jr.
Harlan L. Kelly, Jr.
General Manager

SFPUC Resolution 19-0099

Dated: May 28, 2019

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: Richard Handel
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
County of Santa Clara

On April 17, 2019 before me, Lisa Natusch, City Clerk, personally appeared Audrey Seymour Ramberg, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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)

Lisa Natusch, City Clerk
City of Mountain View
Government Code §40814

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed dated November 21, 2019, from the first part to the City and County of San Francisco, is hereby accepted pursuant to Board of Supervisors' Ordinance No. 246-19, approved November 6, 2019, and the grantee consents to recordation thereof by its duly authorized officer.

Dated 12/9/, 2019


By: 
Andrico Penick, Director of Property

EXHIBIT A TO
EASEMENT DEED

[Legal Description of Easement]

November 22, 2013

Exhibit "A"
LEGAL DESCRIPTION
Whisman Road Crossing

All that real property situate in the County of Santa Clara, State of California, being a portion of Whisman Road, and being more particularly described as follows:

BEGINNING at the southeast corner of that parcel of land described in that certain deed recorded on April 7, 1952 in Book 2396, Page 37 Official Records of Santa Clara County, State of California, said parcel being known to the City and County of San Francisco as Parcel 189-A, Bay Division Pipe Line Right-of-Way (numbers 3, & 4);

thence North $16^{\circ}25'30''$ East, 80.14 feet;

thence South $76^{\circ}51'00''$ East, 40.06 feet to the northeast corner of that parcel of land described in that certain final decree in condemnation recorded in Book 2662, Page 278 Official Records of Santa Clara County, State of California, said parcel being known to the City and County of San Francisco as Parcel 186-A, Bay Division Pipe line Right-of-Way (numbers 3, & 4);

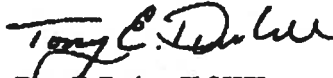
thence South $16^{\circ}25'30''$ West, 80.14 feet to the southwest corner of Parcel 2 described in that certain deed recorded on March 5, 1953 in Book 2827, Page 339 Official Records of Santa Clara County, State of California, said parcel being known to the City and County of San Francisco as Parcel 187-A, Bay Division Pipe Line Right-of-Way (numbers 3, & 4);

thence North $76^{\circ}51'00''$ West, 40.06 feet to the **POINT OF BEGINNING**.

Containing 3,206 square feet, more or less.

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

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


Tony E. Durkee, PLS5773



END OF DESCRIPTION

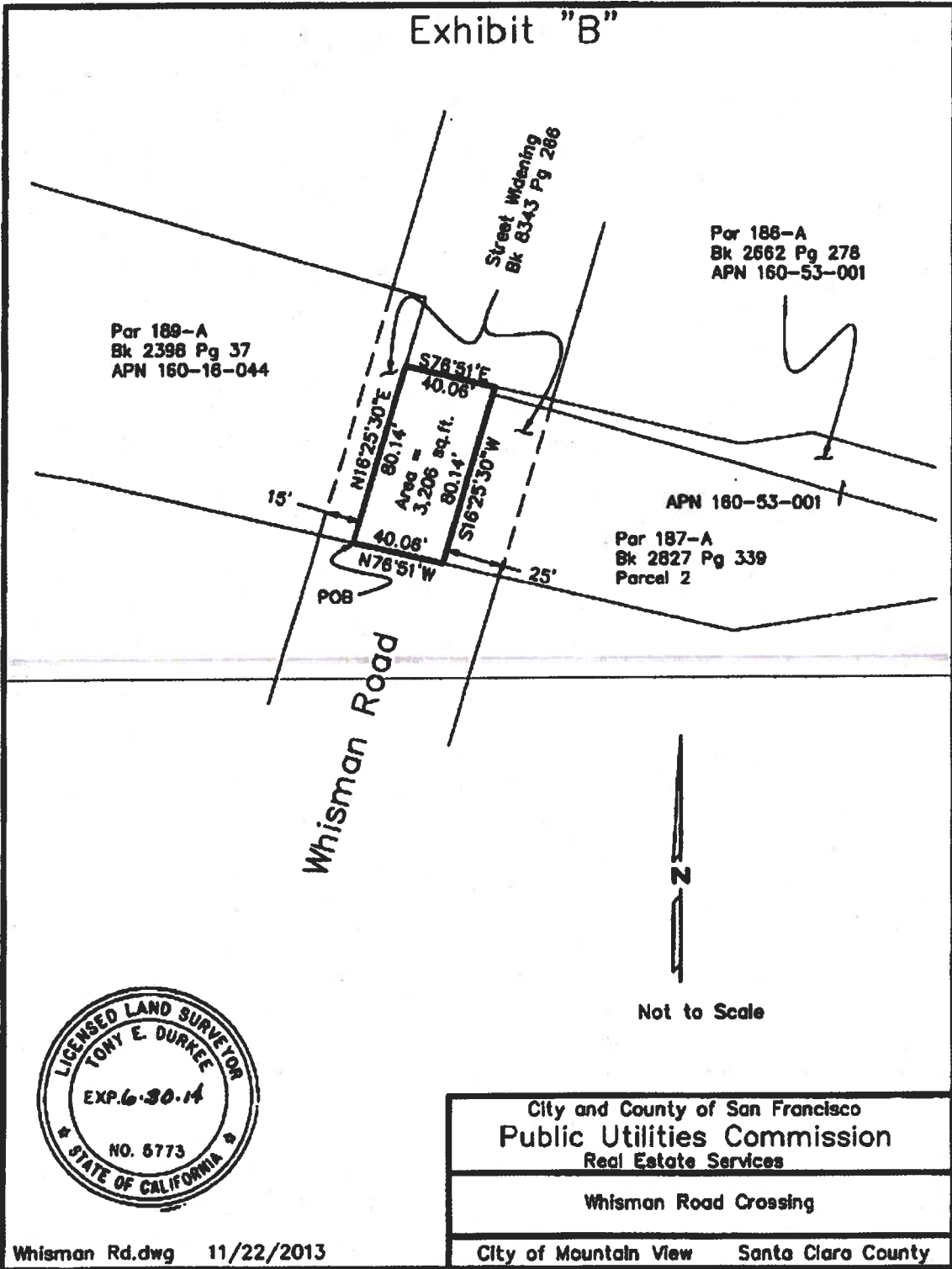
Page 1 of 1

Exh. A

EXHIBIT B TO
EASEMENT DEED

[Depiction of the Easement Area]

Exhibit "B"



Whisman Rd.dwg 11/22/2013