

File No. 111095

Committee Item No. 1

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Land Use and Economic Development Date November 14, 2011

Board of Supervisors Meeting

Date _____

Cmte Board

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OTHER

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| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Easement Deed and Agreement</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Public Utilities Commission Resolution No. 11-0071</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>General Plan Referral</u> |
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Completed by: Alisa Miller Date November 10, 2011

Completed by: _____ Date _____

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

1 [Conveyance of Easement - Silicon Valley Power - Bay Division Pipeline Nos. 3 and 4
2 Crossovers Project - Santa Clara]

3
4 **Resolution 1) approving and authorizing conveyance of a perpetual, nonexclusive**
5 **easement to Silicon Valley Power, a division of the City of Santa Clara, at no charge,**
6 **for the installation, construction, operation, inspection, maintenance, repair, and**
7 **replacement of electrical facilities, including underground cable, a transformer and a**
8 **meter in City's real property at the Guadalupe River site off Lick Mill Boulevard in the**
9 **City of Santa Clara, to provide electrical power required for the Bay Division Pipeline**
10 **Nos. 3 and 4 Crossovers Project No. CUW38001; 2) adopting findings under the**
11 **California Environmental Quality Act; 3) adopting findings that the conveyance is**
12 **consistent with the City's General Plan and Eight Priority Policies of City Planning**
13 **Code Section 101.1; and 4) authorizing the Director of Property to execute**
14 **documents, make certain modifications, and take certain actions in furtherance of**
15 **this Resolution.**

16
17 WHEREAS, The San Francisco Public Utilities Commission ("SFPUC") is
18 constructing Project No. CUW38001, the Bay Division Pipeline Nos. 3 and 4 Crossovers
19 Project (the "Project"), as part of the Water System Improvement Program ("WSIP"). The
20 Project is located in San Mateo and Santa Clara Counties, at three different locations in the
21 Cities of Santa Clara and Palo Alto in Santa Clara County and the Town of Atherton in San
22 Mateo County. The Project includes, among other related features, the construction of
23 three new facility crossovers including subsurface vault housing valves and actuators and
24 two adjacent concrete pads supporting an emergency generator and electrical and
25 communications control equipment; and

1 WHEREAS, the objectives of the Project are to improve delivery reliability and
2 provide operational flexibility during maintenance activities or unplanned outages, as well
3 as to replenish local reservoirs after such events; and

4 WHEREAS, An Initial Study/Mitigated Negative Declaration as required by CEQA
5 (California Public Resources Code Sections 21000 et seq.) was prepared for the Project;
6 and

7 WHEREAS, On October 23, 2008, the Planning Department reviewed and
8 considered the Initial Study/Final Mitigated Negative Declaration ("IS/FMND") and found
9 that the contents of said report and the procedures through which the IS/FMND was
10 prepared, publicized and reviewed complied with CEQA, the CEQA Guidelines (14
11 California Code of Regulations Sections 15000 et seq.) and Chapter 31 of the San
12 Francisco Administrative Code; and

13 WHEREAS, Thereafter the SFPUC adopted findings under CEQA, including
14 adopting the IS/FMND and a Mitigation Monitoring and Reporting Program ("MMRP") as
15 required by CEQA, and approved the Project, on December 9, 2008 by Resolution No. 08-
16 0225; and

17 WHEREAS, This Board, by Resolution No. 23-09 adopted on January 27, 2009, a
18 copy of which is on file with the Clerk of the Board of Supervisors in File No. 081617 and
19 which is incorporated herein by this reference and considered part of the record before this
20 Board, adopted the IS/FMND and the SFPUC CEQA findings related to the Project as its
21 own including the MMRP; and

22 WHEREAS, The Project includes the installation of electric facilities, including the
23 Facilities, in order to provide electrical power service needed to operate the SFPUC's
24 BDPL Nos. 3 and 4 crossover facility at the Guadalupe River site off Lick Mill Boulevard in
25 the City of Santa Clara; and

1 WHEREAS, Silicon Valley Power, a division of the City of Santa Clara, is the electric
2 power utility in the City of Santa Clara, and requires that the City and County of San
3 Francisco ("City") provide an easement on City's land for the installation, maintenance and
4 operation of such Facilities (the "Easement") ; and

5 WHEREAS, SFPUC staff have negotiated with the City of Santa Clara staff the
6 proposed terms and conditions of the Easement, set forth in the form of an Easement Deed
7 and Agreement ("Easement Deed"), between City, as Grantor, and the City of Santa Clara,
8 as Grantee, a copy of which is on file with the Clerk of the Board of Supervisors under File
9 No. 111095, which is incorporated herein by reference and is considered part of the
10 record before this Board; and

11 WHEREAS, On May 10, 2011, SFPUC, by Resolution No. 11-0071, a copy of which
12 is included in Board of Supervisors File No. 111095 and which is incorporated herein by
13 this reference: (1) approved the proposed conveyance of the Easement and authorized the
14 SFPUC General Manager and/or the Director of Property, following Board of Supervisors
15 approval of the conveyance of the Easement, to execute the Easement Deed with such
16 additional terms that are in the public interest and in the judgment of the General Manager
17 and/or Director of Property, in consultation with the City Attorney, are reasonable and
18 appropriate for the scope and duration of the City's power requirements as necessary for
19 the Project; and (2) adopted findings under CEQA related to the Easement; and

20 WHEREAS, The Project files, including the IS/FMNDA, MMRP and SFPUC
21 Resolutions No. 08-0225 and 11-0071 have been made available for review by the Board
22 and the public, and those files are considered part of the record before this Board; and

23 WHEREAS, The Board of Supervisors has reviewed and considered the information
24 and findings contained in the IS/FMND and MMRP and SFPUC Resolutions No. 08-0225
25 and 11-0071, and all written and oral information provided by the Planning Department, the

1 public, relevant public agencies, SFPUC and other experts and the administrative files for
2 the Project; and

3 WHEREAS, The Director of Planning, by letter dated December 8, 2008 and an
4 addendum dated September 15, 2011, found that the acquisition and conveyance of all the
5 necessary property rights for the Project, is consistent with the City's General Plan and with
6 the Eight Priority Policies of City Planning Code Section 101.1, which letter is on file with
7 the Clerk of the Board of Supervisors under File No. 111095 and which letter is
8 incorporated herein by this reference; now, therefore, be it

9 RESOLVED, The Board has reviewed and considered the IS/FMND and record as a
10 whole, finds that the IS/FMND is adequate for its use as the decision making body for the
11 action taken herein and hereby incorporates by this reference as though set forth in this
12 resolution the CEQA findings contained in SFPUC Resolution No. 08-0225 and previously
13 adopted as the Board's own by Resolution No. 23-09; and be it

14 FURTHER RESOLVED, The Board finds that the Project mitigation measures
15 adopted by the SFPUC will be implemented as reflected in and in accordance with the
16 MMRP; and be it

17 FURTHER RESOLVED, The Board finds that since the IS/FMND was finalized,
18 there have been no substantial project changes and no substantial changes in the Project
19 circumstances that would require major revisions to the IS/FMND due to the involvement of
20 new significant environmental effects or an increase in the severity of previously identified
21 significant impacts, and there is no new information of substantial importance that would
22 change the conclusions set forth in the IS/FMND; and, be it

23 FURTHER RESOLVED, That the Board of Supervisors of the City and County of
24 San Francisco hereby finds that the Easement to be conveyed to City of Santa Clara
25 pursuant to the Easement Deed is consistent with the General Plan and with the Eight

1 Priority Policies of city planning Code Section 101.1 for the same reasons as set forth in the
2 letter of the Director of Planning dated December 8, 2008, and addendum dated
3 September 15, 2011, hereby incorporates such findings by references as though fully set
4 forth in this resolution; and, be it

5 FURTHER RESOLVED, That in accordance with the recommendations of the Public
6 Utilities Commission and the Director of Property, the Board of Supervisors hereby
7 approves the Easement Deed and the transaction contemplated thereby in substantially the
8 form of such instrument presented to this Board; and, be it

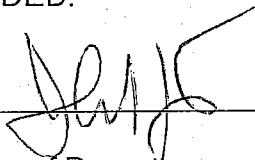
9 FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of
10 Property and/or the SFPUC's General Manager to enter into any additions, amendments or
11 other modifications to the Easement Deed (including, without limitation, the attached
12 exhibits) that the Director of Property and/or the SFPUC's General Manager determines are
13 in the best interest of the City, that do not materially increase the obligations or liabilities of
14 the City, and are necessary or advisable to complete the transaction contemplated in the
15 Easement Deed and effectuate the purpose and intent of this resolution, such
16 determination to be conclusively evidenced by the execution and delivery by the Director of
17 Property of the Easement Deed and any amendments thereto; and, be it

18 FURTHER RESOLVED, That the Director of Property is hereby authorized and
19 urged, in the name and on behalf of the City and County, to execute and deliver the
20 Easement Deed to the City of Santa Clara upon the closing in accordance with the terms
21 and conditions of the Easement Deed, and to take any and all steps (including, but not
22 limited to, the execution and delivery of any and all certificates, agreements, notices,
23 consents, escrow instructions, closing documents and other instruments or documents) as
24 the Director of Property deems necessary or appropriate in order to consummate the
25 conveyance of the Easement pursuant to the Easement Deed, or to otherwise effectuate

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the purpose and intent of this resolution, such determination to be conclusively evidenced by the execution and delivery by the Director of Property of any such documents.

RECOMMENDED:



John Updike
Acting Director of Property



John Updike
Acting Director of Real Estate



October 4, 2011

File 111095

PUC
Bay Division
Pipeline Nos. 2 and 3
Crossovers Project

Through Amy L. Brown, Acting City Administrator

Honorable Board of Supervisors
City & County of San Francisco
City Hall, Room 244
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2011 OCT - 7 AM 10:18
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Dear Board Members:

Enclosed for your consideration is a Resolution authorizing an agreement to convey a perpetual, nonexclusive easement, at no charge, for the installation, construction, operation, inspection, maintenance, repair and replacement of electrical facilities, including underground cable, a transformer and meter over City and County of San Francisco (City) property at the Guadalupe River site off Lick Mill Boulevard in the City of Santa Clara.. The conveyance is necessary to provide power required for the Bay Division Pipeline Nos. 3 and 4 Crossovers Project.

In addition to the Resolution, enclosed are:

1. Easement Deed and Agreement between the City and the City of Santa Clara.
2. Public Utilities Commission Resolution No. 11-0071, dated May 10, 2011, approving the conveyance of the easement for the project.
3. City Planning's letter dated December 8, 2008 stating that the proposed project is in conformity with the General Plan.
4. Addendum to City's 2008 Planning letter dated September 15, 2011.
4. Form SFEC - 126: Notification of Contract Approval

Should you have any questions or need additional information, do not hesitate to call Marta Bayol of our office at 554-9865

Sincerely yours,

A handwritten signature in black ink, appearing to read "John Updike", with a long, sweeping flourish extending to the right.

John Updike
Acting Director of Real Estate

cc: Amy L. Brown, City Administrator

w/ Resolution;
Carolyn Stein, Deputy City Attorney
Brian Morelli, PUC

**RECORD WITHOUT FEE
PURSUANT TO GOV'T CODE SECTION 6103**

Recording Requested by:
Office of the City Attorney
City of Santa Clara, California

When Recorded, Mail to:
Office of the City Clerk
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

EASEMENT DEED AND AGREEMENT

This Easement Deed and Agreement ("**Deed**"), dated for reference purposes only April 1, 2011, is entered into by and between the **City and County of San Francisco**, a municipal corporation ("**San Francisco**"), acting by and through its Public Utilities Commission ("**SFPUC**"), as Grantor, and the **City of Santa Clara**, California, a California chartered municipal corporation ("**Santa Clara**").

Recitals

This Deed is made with reference to the following facts:

A. San Francisco owns that certain improved real property located in the City of Santa Clara, Santa Clara County, California, described in **Exhibit C**, attached hereto and incorporated herein ("**San Francisco's Property**").

B. SFPUC desires to have Santa Clara, acting through its Electric Utility Department known as Silicon Valley Power ("**SVP**") install and operate electrical power facilities on that portion of San Francisco's Property described in **Exhibit A** and depicted approximately on **Exhibit B**, which exhibits are attached hereto and incorporated herein (the "**Easement Area**"), to provide electrical power service for San Francisco's operations.

B. Santa Clara has agreed to install and operate such electrical facilities to provide electrical power for San Francisco's operations at the site on the condition that San Francisco provide to Santa Clara a nonexclusive easement in the Easement Area. San Francisco is willing to convey such nonexclusive easement, and Santa Clara is willing to accept it, on the terms and conditions of this Deed.

THEREFORE, San Francisco and Santa Clara agree as follows.

1. **Easement.** San Francisco hereby quitclaims and conveys to Santa Clara, without warranty of title, a nonexclusive easement (the "**Easement**") in, on, over, under, along and across the

Easement Area for the purpose of constructing, reconstructing, installing, operating, maintaining, repairing, and/or replacing the Facilities, as defined in **Paragraph 2**, below.

The Easement is for the sole purpose of constructing, reconstructing, installing, operating, maintaining, repairing, and/or replacing in kind the electrical power facilities, including underground electric distribution and/or communication systems, a transformer, meter, appurtenances thereto and connecting wires and/or cables (collectively, the "**Facilities**") which are depicted and described on the drawings described in attached **Exhibit D** (the "**Approved Drawings**"), only to provide electrical power service to San Francisco for its operations on San Francisco's Property, and for no other purpose. Santa Clara shall make no material modifications to the Facilities without San Francisco's prior written consent, which shall not be unreasonably withheld. No other improvements or utility facilities, public or private, may be constructed or operated within the Easement Area by Santa Clara or any third party without San Francisco's prior written consent, which may be granted or withheld in its sole discretion. Except to the extent mandated by law or real estate rights senior to Santa Clara's, San Francisco shall not allow any third party to install additional facilities within the Easement Area without obtaining Santa Clara's written consent, which shall not be unreasonably withheld, conditioned or delayed. By way of example but not limitation, the parties agree that it shall be reasonable for SVP to withhold consent to installation of wet utility facilities (such as water or sewer lines) within the Easement Area if the proposed installation would not meet the standards for separation of wet and dry utilities set forth in California PUC General Order 128.

2. **Reserved Rights; Relocation.** San Francisco reserves and retains the right to use San Francisco's Property, including the Easement Area, for any purpose and in any way that does not unreasonably interfere with Santa Clara's use of the Easement for the purpose expressly permitted in this Deed. By way of example but not limitation, the parties agree that San Francisco may plant grass and small shrubs and install improvements such as paving and fencing on the surface of the Easement Area above the conduit, but shall not construct buildings or plant trees on the Easement Area without Santa Clara's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

If required by San Francisco in connection with any planned construction, reconstruction, remodeling, operations or change of use on its property, and upon written request of San Francisco, Santa Clara shall, from time to time and within a reasonable period of time and at the sole cost and expense of San Francisco, including costs of engineering and design review, relocate the Facilities within the Easement Area, or any part of them, to another location designated by San Francisco and approved by Santa Clara. Santa Clara's approval shall not be withheld unreasonably, provided that San Francisco grants to Santa Clara an easement, on the same terms and conditions as set forth herein, for the relocated utility facilities at no cost to Santa Clara. To document such new easement, the parties may execute and record an amendment of this Deed changing the description of the Easement Area to the new easement area. If San Francisco so requests, Santa Clara shall also quitclaim to San Francisco Santa Clara's interest in the vacated Easement Area, effective upon relocation of the facilities. Any exercise by San Francisco of its right to require relocation of the utility

facilities under this paragraph shall not limit San Francisco's subsequent exercise of such rights.

3. **Assignment.** Santa Clara shall not assign its rights under this Deed, in whole or in part, without San Francisco's prior written consent. San Francisco shall not unreasonably withhold consent if Santa Clara proposes to transfer the Easement to an agency or utility company that succeeds SVP as the electrical utility in the City of Santa Clara. An assignee approved in writing by San Francisco is referred to herein as an "**Approved Assignee.**"
4. **Indemnity.** Santa Clara shall indemnify, defend, reimburse and hold harmless San Francisco, its officers, agents, employees and contractors, and each of them, from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind, including without limitation, all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom ("**Claims**"), arising in any manner out of (a) injury to or death of any person or damage to or destruction of any property occurring in, on or about the Easement Area, when such injury, death, damage or destruction is caused by the person or property of Santa Clara, its officers, directors, members, employees, agents, consultants, contractors or subcontractors (collectively, "**Agents**"), its invitees, guests or business visitors (collectively, "**Invitees**"), or third persons, relating to Santa Clara's use or activity under this Deed, (b) any failure by Santa Clara to faithfully observe or perform any of the terms, covenants or conditions of this Deed, (c) the use of the Easement Area or any activities conducted thereon by Santa Clara, its Agents or Invitees, or (d) any release or discharge, or threatened release or discharge, of any Hazardous Material caused or allowed by Santa Clara, its Agents or Invitees, on, in, under or about the Easement Area, any improvements or into the environment; except solely to the extent arising out of or caused by the negligence or willful misconduct of San Francisco or San Francisco's authorized representatives. Santa Clara's obligations under this Section shall survive the termination of the Easement, with respect to events occurring prior to such termination.
5. **Insurance.** The requirements of attached **Exhibit E** shall apply for so long as the Easement remains in effect.
6. **Duration.** The Easement shall continue for so long as Santa Clara or a Permitted Assignee, as defined in **Section 3**, continues to be the provider of electrical power service to San Francisco's operations at San Francisco's Property. In the event that such provider/customer relationship is terminated by either or both parties, the Easement shall automatically terminate and all right, title and interest of Santa Clara in and to the Easement, shall terminate and revert to San Francisco. In the event of such termination, Santa Clara shall (a) if requested in writing by San Francisco, remove its utility Facilities, which for these purposes includes the transformer and electrical wires, not conduits, vaults, boxes, and transformer pad, within 60 days; and (b) execute, acknowledge and deliver to San Francisco a quitclaim deed in recordable form, quitclaiming to San Francisco Santa Clara's interest in San Francisco's Property, no later than 60 days after receipt of San Francisco's written request.

7. **Restrictions on Use.**

(a) **Improvements.** Except as otherwise expressly provided herein, Santa Clara shall not construct or place any temporary or permanent structures or improvements in, on, under or about the Easement Area, nor shall Santa Clara make any alterations or additions to any of existing structures or improvements on the Easement Area or excavate any portion of the Easement Area, unless Santa Clara first obtains SFPUC's prior written consent, which SFPUC may give or withhold in its sole and absolute discretion. For purposes hereof, hardscape, landscaping, storage facilities, and fences shall be deemed "improvements."

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

(d) **Hazardous Material.** Santa Clara shall not cause, nor shall Santa Clara allow any of its Agents or Invitees (as such terms are defined below) to cause, any Hazardous Material (as defined below) to be brought upon, kept, used, stored, generated, released or disposed of in, on, under or about the San Francisco's Property, or transported to, from or over San Francisco's Property, except that Santa Clara is permitted to bring onto the Easement Area products and materials commonly used in or essential to the installation of electric power facilities that may contain material considered hazardous, provided that any such products and materials shall be handled and used in compliance with all applicable laws and only in such quantities as are necessary for the permitted use of the Easement.

Santa Clara shall immediately notify San Francisco when Santa Clara learns of, or has reason to believe that, a release of Hazardous Material has occurred in, on, under or about the Easement Area. In the event that any Hazardous Material brought to San Francisco's Property by Santa Clara or any of its employees, contractors or agents is spilled or leaked or otherwise released on San Francisco's Property as a result of Santa Clara's exercise of this Easement, Santa Clara shall promptly take all steps necessary to remove any contamination resulting from such activities. Santa Clara accepts full responsibility for all activities and costs incurred related to cleaning up San Francisco's Property from the effects of such spill or leak. With respect to Hazardous Material brought to San Francisco's Property by Santa Clara or its employees, contractors or agents, Santa Clara shall be responsible for meeting, and possessing the means to satisfy, the requirements of all federal, state and local controlling agencies, such as the Bay Area Water Quality Management District and/or the environmental protection agency, which may have jurisdiction over the region in which San Francisco's Property is located or over the substance being used by Santa Clara on San Francisco's Property. In the event that Santa Clara or its employees, contractors or agents cause a release of Hazardous Material, Santa Clara shall, at San Francisco's discretion, either remediate, at Santa Clara's sole cost, such contaminated property to the satisfaction of the regulatory agency having jurisdiction over same or reimburse San Francisco for its costs

in performing such remediation. Santa Clara shall further comply with all laws, statutes, ordinances, rules, regulations, policies, orders, edicts and the like (collectively, "Laws") requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary or desirable to mitigate the release or minimize the spread of contamination. In connection therewith, Santa Clara shall afford San Francisco a full opportunity to negotiate and participate in any discussion with governmental agencies and environmental consultants regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Material, and any other abatement or clean-up plan, strategy and procedure.

For purposes hereof, "Hazardous Material" means material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to public health, welfare or the environment. Hazardous Material includes, without limitation, the following: any material or substance defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 et seq., or pursuant to Section 25316 of the California Health & Safety Code or any other federal, state, or local Law; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the Easement Area or are naturally occurring substances in the Easement Area; and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids, provided, the foregoing shall not prohibit Santa Clara from traversing to, from and across the Easement Area in standard motor vehicles that do not exceed the weight limitations set forth below. The term "release" or "threatened release" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under or about the Easement Area.

(e) **Nuisances.** Santa Clara shall not conduct or allow any of its Agents or Invitees conduct any activities in, on, under or about the Easement Area that constitute waste, nuisance or unreasonable annoyance (including, without limitation, emission of objectionable odors, noises or lights) to San Francisco, to the owners or occupants of neighboring property, or to the public, or that constitute waste or nuisance per se.

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

If any portion of the Easement Area or any property of San Francisco or a third party located on or about the Easement Area is damaged or threatened by any of the activities conducted by Santa Clara or anyone acting by or through Santa Clara hereunder, Santa Clara shall immediately, at its sole cost, notify San Francisco of such damage or threat by calling the SFPUC dispatch operator, whose number is currently (650) 872-5900, followed as soon as possible by written notice to SFPUC's Deputy General Manager, at the then current mailing address for SFPUC's executive offices, which can be determined by visiting www.sfgov.org or by calling either the dispatch operator at the above number or the main telephone number of the SFPUC, which is currently (415) 554-3155. San Francisco may, but shall not be obligated, to remedy such damage or threat at Santa Clara's sole cost, or San Francisco may elect to witness Santa Clara's repair work. In the event San Francisco elects not to remedy such damage or threat, Santa Clara shall repair any and all such damage and restore the Easement Area or property to its previous condition subject to San Francisco's inspection, review and approval. In its activities on San Francisco's Property, Santa Clara has the sole responsibility to locate any utilities and other existing facilities that may be on, in or under the Easement Area and protect them from damage from Santa Clara's operations. Santa Clara shall be solely responsible for arranging and paying directly for any utilities or services necessary for its activities hereunder; provided, Santa Clara shall obtain San Francisco's prior written approval to the provision of such services or utilities in, on, under, or through the Easement Area.

(g) Use of Adjoining Land. Santa Clara acknowledges that the privilege given under this Easement shall be limited strictly to the Easement Area. Santa Clara shall not traverse over or otherwise use any adjoining lands of San Francisco without San Francisco's prior written consent which shall not be unreasonably withheld. Notwithstanding the foregoing, Santa Clara may use those roadways, if any, that are generally open to the public on San Francisco's adjoining lands, without San Francisco's consent, subject to the restrictions on heavy vehicles and equipment described in subparagraph (i) below.

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

(i) Heavy Equipment and Vehicles. To prevent damage to San Francisco's underground pipelines, Santa Clara's use of vehicles and equipment within twenty feet (20') of each side of the centerline of San Francisco's pipelines (measured on the surface) shall be subject to the following restrictions:

(1) Santa Clara shall coordinate with SFPUC's Land Engineering Manager, whose office is currently located at 1000 El Camino Real Millbrae, CA 94030, phone no. (650) 872-5900, on the type of vehicles and equipment that will be used for any maintenance or repair of Santa Clara's facilities if such vehicles and equipment exceed the

weight limitations in subsection (2). Such vehicles and equipment used by Santa Clara will be subject to review and approval by SFPUC. Such approval will not be unreasonably withheld, provided Santa Clara furnishes in writing the information reasonably requested by SFPUC concerning the vehicles and equipment and the nature, timing and location of the proposed use of same on San Francisco's Property at least five (5) business days in advance of the proposed use.

(2) The effects of vehicle and equipment loads to the pipe must not exceed the effects of the "AASHO Standard H-10 Loading." H-10 loading is defined as loading caused by a two-axle truck with a gross weight of ten tons (20,000 lbs.), axles fourteen feet (14') apart, and rear axle carrying 8-tons (16,000 lbs.). Santa Clara shall be responsible to provide SFPUC adequate evidence that its equipment and vehicles meet the foregoing requirements.

(3) Santa Clara shall not use vibrating compaction equipment without SFPUC's prior written approval, which approval may be withheld in SFPUC's sole discretion.

(4) If the depth of the soil cover over the steel cylinder pipeline (determined by potholing or other proof procedure) is less than three feet (3') and/or if the depth of soil cover over the reinforced pre-stressed concrete cylinder pipeline (determined by potholing or other proof procedure) is less than four feet (4'), then, unless an alternate method is approved by SFPUC in writing, all excavation and grading over the pipeline in question shall be performed manually. For any machinery equipment excavation and grading over and within twenty feet (20') on each side of the centerline of the pipeline (measured on the surface), Santa Clara shall submit a written proposal together with all supporting calculations and data to SFPUC for review and approval. In any case, the two feet (2') of soil around the pipeline shall be removed manually or by other methods approved by SFPUC with due care as provided in Section 3(c).

(j) **Noninterference.** While exercising the Easement Santa Clara shall not block or obstruct the driveways and walkways on and around the Easement Area, except for such intervals of obstruction as cannot be avoided through reasonably available measures, and it shall not otherwise unreasonably interfere with the use of San Francisco's property by San Francisco or its agents, contractors and invitees.

8. **Cathodic and Other Protection.** San Francisco may adopt from time to time such reasonable rules and regulations with regard to Santa Clara's facilities and operations hereunder as San Francisco may determine are necessary or appropriate, in San Francisco's sole discretion, to safeguard against corrosion of, or other damage to, San Francisco's pipelines and related facilities. Santa Clara shall, within a reasonable timeframe, comply with all such rules and regulations upon receipt of a copy thereof.

9. **Compliance with Laws.** Santa Clara shall, at its expense, conduct and cause to be conducted all activities on the Easement Area allowed hereunder in a safe and reasonable manner and in compliance with all Laws of any governmental or other regulatory entity (including, without limitation, the Americans with Disabilities Act) and all covenants,

restrictions and provisions of record, whether presently in effect or subsequently adopted and whether or not in the contemplation of the parties.

10. **Maintenance of Facilities.** Santa Clara shall be solely responsible for repairing and maintaining the Facilities placed in or on the Easement Area pursuant hereto, including the conduit and substructures installed by San Francisco and accepted by Santa Clara and all modifications, additions and replacements of any of the Facilities, in good and safe condition, and San Francisco shall have no duty whatsoever for any repair or maintenance of the Easement Area or any such Santa Clara facilities therein. Santa Clara shall notify San Francisco in writing not less than five (5) days before performing any repair or maintenance work in the Easement Area, except in the case of an emergency wherein Santa Clara shall notify San Francisco telephonically and in writing as soon as reasonably possible. Santa Clara shall be responsible and shall pay for any inspection, maintenance, repair, reconstruction and removal of its utility Facilities in the Easement Area; provided, however, that the cost of any relocation of the Facilities required by San Francisco pursuant to **Section 2**, above, shall be borne by San Francisco
11. **Recording.** This Deed shall be recorded in the Office of the County Recorder, Santa Clara County, California. The provisions of this Deed shall run with the land, burden the Easement Area, and bind and inure to the benefit of the respective successors and assigns of San Francisco and Santa Clara, subject to **Section 3**, above.
12. **General Provisions.** (a) This Deed may be amended or modified only by a writing signed by San Francisco and Santa Clara. (b) No waiver by any party of any of the provisions of this Deed shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. No waiver shall be deemed a subsequent or continuing waiver of the same, or any other, provision of this Deed. (c) This instrument (including the exhibit(s) hereto) contains the entire agreement between the parties and all prior written or oral negotiations, discussions, understandings and agreements are merged herein. (d) Time is of the essence in all matters relating to this Deed. (e) This Deed shall be governed by California law. There shall be no obligation for the payment of money by San Francisco under this Deed unless San Francisco's Controller first certifies in the Controller's customary manner, pursuant to Section 3.105 of City'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. (f) If either party commences an action against the other or for breach of this Deed, the prevailing party shall be entitled to recover from the other reasonable attorneys' fees and costs. For purposes of this Deed, if Santa Clara uses its own in-house attorneys, "reasonable attorneys' fees" of Santa Clara shall be based on the fees regularly charged by private attorneys in Santa Clara with comparable experience notwithstanding Santa Clara's use of attorneys in the City Attorney's Office of the City of Santa Clara, and reasonable attorneys' fees of San Francisco shall be based on the fees regularly charged by private attorneys in San Francisco with comparable experience notwithstanding San Francisco's use of attorneys in the San Francisco City Attorney's Office. (g) The recitals on the first page and the exhibits attached to and referenced in this Deed are incorporated into and made a part of this Deed

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

[SIGNATURE(S) APPEAR ON THE FOLLOWING PAGE]

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SAN FRANCISCO:

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

By: _____
John Updike
Acting Director of Property

By: Carolyn J. Stein
Carolyn J. Stein
Deputy City Attorney

Authorized by
Public Utilities Commission

Resolution No. _____

Adopted: _____

Attested: _____
Secretary
Public Utilities Commission

SANTA CLARA:

CITY OF SANTA CLARA, CALIFORNIA,
a chartered California municipal corporation

APPROVED AS TO FORM:

Elizabeth H. Silver
ELIZABETH H. SILVER
Interim City Attorney

Jennifer Sparacino
JENNIFER SPARACINO 3/22/11
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

ATTEST:
Rod Diridon, Jr.
ROD DIRIDON, JR.
City Clerk

Accepted on behalf of Santa Clara by:

Carol McCarthy
JENNIFER SPARACINO
City Manager

California All-Purpose Acknowledgment

STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

} ss

On April 7, 2011, before me, Liza S. Contreras, a Notary Public in and for said County and State, personally appeared Jennifer Sparacino, 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.

A handwritten signature in black ink, appearing to read "Liza S. Contreras".

NOTARY PUBLIC, STATE OF CALIFORNIA

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:

Easement Deed and Agreement
City and County of San Francisco
Date of Document: April 1, 2011

ACKNOWLEDGMENT

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

State of California)
) ss
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

Description of Easement Area

All that certain real property being in the City of Santa Clara, County of Santa Clara, State of California, as shown on the map filed in Book 607, pages 27-31, of Record of Surveys, in the office of the Recorder of the County of Santa Clara, more particularly described as:

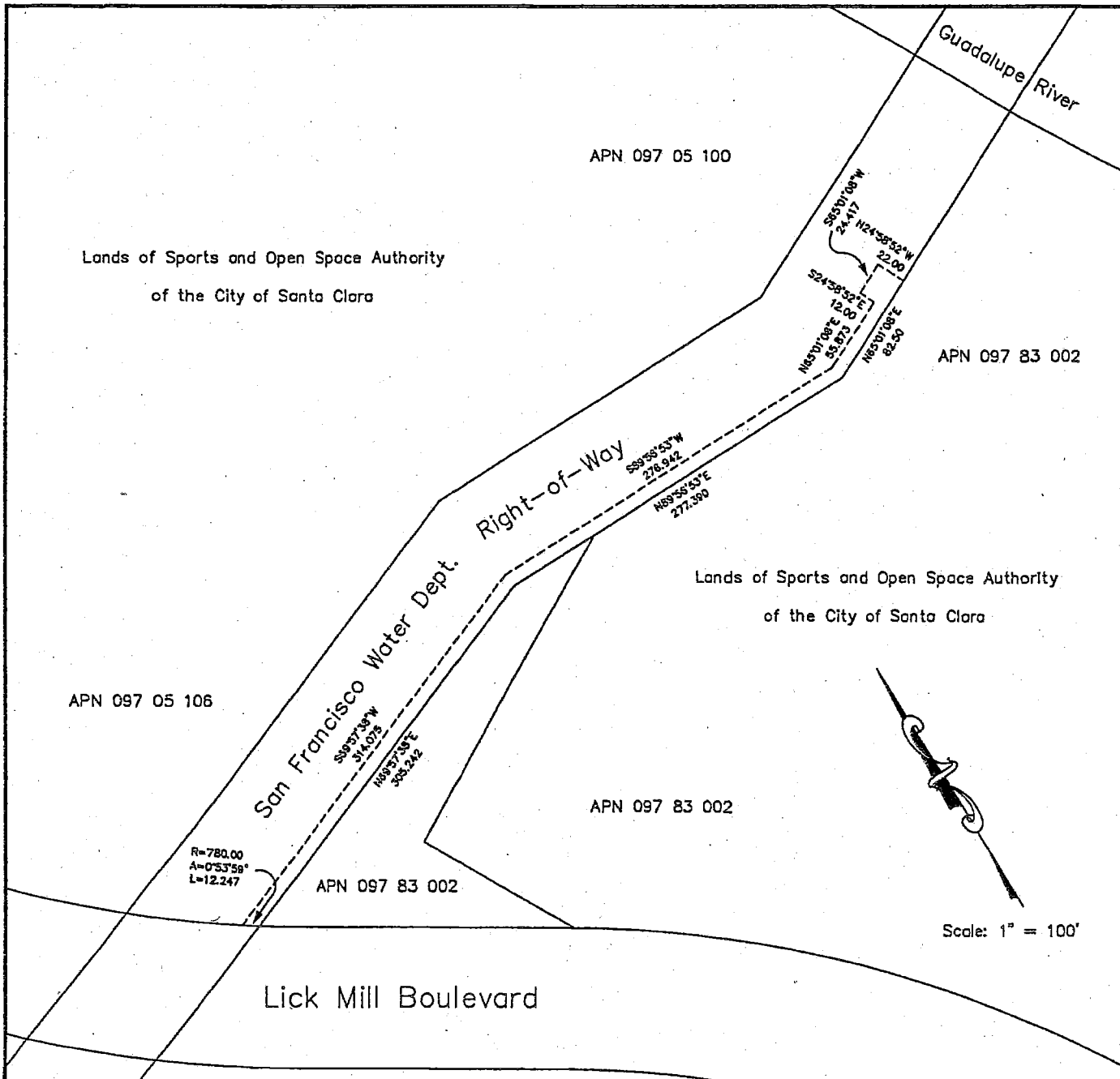
Beginning at the intersection of the Northeasterly right-of-way line of Lick Mill Boulevard with the Southeasterly right-of-way line of the San Francisco Water Department, as shown on that certain Record of Survey filed in Book 607 at pages 27-31 in the Office of the County Recorder of Santa Clara County, thence along said Southeasterly right-of-way line of the San Francisco Water Department North $69^{\circ} 57' 38''$ East 305.242 feet to an angle point therein; thence along said Southeasterly right-of-way line of the San Francisco Water Department North $89^{\circ} 56' 53''$ East 277.390 feet to an angle point therein; thence along said Southeasterly right-of-way line of the San Francisco Water Department North $65^{\circ} 01' 08''$ East 82.500 feet; thence North $24^{\circ} 58' 52''$ West 22.000 feet; thence South $65^{\circ} 01' 08''$ West 24.417 feet; thence South $24^{\circ} 58' 52''$ East 12.00 feet; thence South $65^{\circ} 01' 08''$ West 55.873; thence parallel with and 10.00 feet perpendicularly offset from said Southeasterly right-of-way line of the San Francisco Water Department South $89^{\circ} 56' 53''$ West 276.942 feet; thence parallel with and 10.00 feet perpendicularly offset from said Southeasterly right-of-way line of the San Francisco Water Department South $69^{\circ} 57' 38''$ West 314.075 feet to the Northeasterly right-of-way line of Lick Mill Boulevard; thence along the Northeasterly right-of-way line of Lick Mill Boulevard through a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears North $35^{\circ} 08' 51''$ East 780.00 feet, through a central angle of $0^{\circ} 53' 59''$ and an arc length of 12.247 feet to the Point of Beginning.

Consisting of 6,852 square feet of APN 097 05 002.

EXHIBIT B

Plat of Easement Area

(See following page)



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

Electrical
Easement Diagram
Guadalupe River
Bay Division Pipeline No. 3 & 4

Date: August 12, 2010

Drawing No. 08-0013

City of Santa Clara

Santa Clara County

EXHIBIT C

Description of San Francisco's Property

That real property located in Santa Clara County, California, and described in the Final Decree in Condemnation filed October 9, 1951, in the Superior Court of the State of California in and for the County of Santa Clara, Case No. 75907, City and County of San Francisco vs. Manuel S. Rogers et al.

EXHIBIT D

Description of Approved Drawings

Guadalupe River Crossover Electrical Site Plan, revision 2, dated October 21, 2010, prepared by Ernesto O. Ricardo of the San Francisco Public Utilities Commission's Engineering Management Bureau, consisting of two sheets, labeled "E3.1A" (Drawing No. E-15713) and "E3.1B" (Drawing No. 15714)

EXHIBIT E

Insurance Requirements

The insurance requirements specified in this Exhibit shall apply to Santa Clara's contractors and any other persons, firms or corporations that Santa Clara contracts with to work within the Easement Area under the Easement Deed and Agreement ("Deed") of which this Exhibit is a part (collectively, "Contractors"). Santa Clara and its Contractors are required to procure and maintain at their sole cost and expense the insurance coverages set forth below, subject to Santa Clara's right to self insure as described in Paragraph (i) below. Such insurance shall remain in full force and effect throughout the term of the Contractor's work in the Easement Area. To the extent that any Contractor does not procure and maintain such insurance coverage, Santa Clara shall be responsible for such coverage and assume all costs and expenses that may be incurred in securing such coverage or in fulfilling Santa Clara's indemnity obligation as to itself or any of its Contractors in the absence of coverage. In the event Santa Clara or its Contractors procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that the Contractor's insurance be primary without any right of contribution from San Francisco. Prior to beginning work within the Easement Area, Santa Clara shall provide San Francisco with satisfactory evidence of compliance with the insurance requirements of this Exhibit.

(a) Santa Clara shall procure and keep in effect at all times, at Santa Clara's expense, and cause its contractors and subcontractors working within the Easement Area (collectively, "Contractors") to maintain at all times during any construction activities on or about the Easement Area insurance as follows: (i) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage, including coverages for contractual liability, personal injury, independent contractors, explosion, collapse and underground (XCU), Broadform Property Damage, Sudden and Accidental Pollution, Products Liability and Completed Operations; (ii) Business Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage, including coverages for owned, non-owned and hired automobiles, as applicable, if Santa Clara uses or causes to be used any vehicles in connection with its use of the Easement Area, and (iii) Workers' Compensation Insurance, including employer's liability coverage with limits of not less than \$1,000,000 each accident.

(b) All policies required hereunder shall provide for the following: (i) name as additional insureds San Francisco, its Public Utilities Commission and its officers, agents and employees; (ii) specify that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Deed and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limit of liability, and (iii) include a waiver of subrogation endorsement or provision wherein the insurer acknowledges acceptance of Santa Clara's (or the Contractor's, as applicable) waiver of claims against San Francisco. Such policies shall also provide for severability of interests and that an act or omission of

one of the named insureds which would void or otherwise reduce coverage shall not reduce or void the coverage as to any insured, and shall afford coverage for all claims based on acts, omissions, injury or damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period. Sudden and accidental pollution coverage in the liability policies required hereunder shall be limited to losses resulting from Santa Clara's activities (and Santa Clara's Agents and Invitees) under this Deed (excluding nonnegligent aggravation of existing conditions with respect to Hazardous Materials).

(c) All policies shall be endorsed to provide thirty (30) days prior written notice to San Francisco of cancellation or intended non-renewal.

(d) Prior to the recording of this Deed, Santa Clara shall deliver to San Francisco either (1) certificates of insurance and additional insured policy endorsements from insurers in a form satisfactory to San Francisco, evidencing the coverages required hereunder, together with complete copies of the policies at San Francisco's request, or (2) evidence of self-insurance in accordance with paragraph (i) below. In the event Santa Clara shall fail to procure such insurance, or to deliver such policies, certificates or evidence of self-insurance, San Francisco may procure, at its option, the insurance for the account of Santa Clara, and the cost thereof shall be paid to San Francisco within five (5) days after delivery to Santa Clara of bills therefore.

(e) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general aggregate limit shall double the occurrence or claims limits specified above.

(f) Should any of the required insurance be provided under a claims made form, Santa Clara shall maintain such coverage continuously throughout the term of this Deed and, without lapse, for a period of three (3) years beyond the Deed expiration or termination, to the effect that should any occurrences during the Deed term give rise to claims made after expiration or termination of the Deed, such claims shall be covered by such claims-made policies.

(g) Upon San Francisco's request, Santa Clara and San Francisco shall periodically review the limits and types of insurance carried pursuant to this Deed. If the general commercial practice in the City and County of San Francisco is to carry liability insurance in an amount or coverage materially greater than the amount or coverage then being carried by Santa Clara for risks comparable to those associated with the Easement, then San Francisco in its sole discretion may require Santa Clara and its Contractors to increase the amounts or coverage carried hereunder to conform to such general commercial practice.

(h) Santa Clara's compliance with the provisions of this Section shall in no way relieve or decrease Santa Clara's indemnification obligations under this Deed or any of Santa Clara's other obligations hereunder. Santa Clara shall be responsible, at its expense, for separately insuring Santa Clara's personal property.

(i) Santa Clara (but not its Contractors) may satisfy the above insurance requirements through self-insurance by furnishing to San Francisco adequate evidence of its self-insurance program. If Santa Clara elects to self-insure, Santa Clara shall give San Francisco written notice of any significant change in or the depletion of its self-insurance fund. If Santa Clara assigns the Easement to an Approved Assignee, as defined in Section 3 of the Deed, such assignee shall not have the right to satisfy the insurance requirements through self-insurance unless San Francisco expressly consents to such self-insurance program.

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 11-0071

WHEREAS, San Francisco Public Utilities Commission (SFPUC) staff have developed a project description under the Water System Improvement Program (WSIP) for those improvements to the regional water supply system known as Project No. 38001, Bay Division Pipeline No. 3 and 4 Crossover Project (BDPL Nos. 3 and 4); and

WHEREAS, The objectives of the Project are to increase the system's delivery and seismic reliability; and

WHEREAS, A Draft Initial Study/Preliminary Mitigated Negative Declaration (IS/PMND) for the Project was prepared and published for public review on August 12, 2008; and

WHEREAS, Public comments on the Draft IS/PMND were received between August 12, 2008 and September 19, 2008; and

WHEREAS, On October 23, 2008, the Planning Department reviewed and considered the IS/Final MND (IS/FMND) and found that the contents of said report and the procedures through which the IS/FMND was prepared, publicized and reviewed complied with the California Environmental Quality Act (California Public Resources Code Sections 21000 et seq.) (CEQA), 14 California Code of Regulations Sections 15000 et seq. (the CEQA Guidelines) and Chapter 31 of the San Francisco Administrative Code (Chapter 31); and

WHEREAS, The Planning Department found the IS/FMND was adequate, accurate and objective, reflected the independent analysis and judgment of the Department of City Planning and the Planning Commission, and that the summary of comments and responses contained no significant revisions to the Draft IS/FMND, and approved the IS/FMND for the Project in compliance with CEQA and Chapter 31; and

WHEREAS, The IS/FMND files have been made available for review by the Public Utilities Commission and the public, and those files are part of the record before this Commission; and

WHEREAS, SFPUC staff prepared Findings, as required by CEQA, and a Mitigation, Monitoring and Reporting Program (MMRP), which material was made available to the public and this Commission for the Commission's review, consideration and action; and

WHEREAS, On December 9, 2008, at a public meeting, this Commission adopted Resolution No. 08-0225, in which it: (1) adopted the CEQA Findings, including adopting the IS/FMND, the MMRP and the Standard Construction Measures and Greenhouse Gas Reduction Actions; and (2) approved the Project and authorized staff to implement the Project following final action by the Board of Supervisors; and

WHEREAS, On January 27, 2009, the Board of Supervisors reviewed and considered SFPUC Resolution No. 08-0225 and adopted the IS/FMND and the SFPUC CEQA Findings as

its own with respect to the Project, including the MMRP, and directed the Clerk of the Board to forward Resolution 23-09 to the Controller; and

WHEREAS, The Project includes the installation of electric facilities, including underground cable, a transformer and a meter (collectively, the Facilities), in order to provide electrical power service needed to operate the SFPUC's BDPL Nos. 3 and 4 Facility at the Guadalupe River site off Lick Mill Boulevard in the City of Santa Clara; and

WHEREAS, Silicon Valley Power (SVP), a division of the City of Santa Clara, is the electric power utility in the City of Santa Clara, and requires that the City provide an easement for the installation, maintenance and operation of the Facilities on City's land (the Easement); and

WHEREAS, SFPUC staff have negotiated the proposed terms and conditions of the Easement, set forth in the form of an Easement Deed and Agreement (Easement Deed), which is part of the record before this Commission; now, therefore, be it

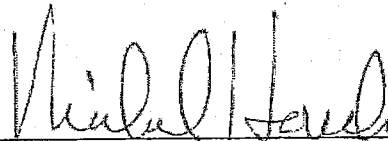
RESOLVED, That this Commission has reviewed and considered the IS/FMND and reaffirms the Findings and the MMRP, adopted in Resolution 08-0225 on January 27, 2009, and incorporated herein by this reference, and further finds on the basis of substantial evidence in light of the whole record that: (A) the conveyance of the Easement will not require revisions to the Final MND due to the involvement of new significant environmental effects or substantially increase in the severity of previously identified significant effects; (B) no substantial changes have occurred with respect to the circumstances under which the Project will be undertaken that would require major revisions to the IS/FMND due to the involvement of new significant environmental effects, or a substantial increase in the severity of effects identified in the IS/FMND; and (C) no new information of substantial importance to the Project has become available that would indicate (1) the Project will have significant effects not discussed in the IS/FMND or (2) environmental effects will be substantially more severe; and, be it

FURTHER RESOLVED, That this Commission hereby authorizes and directs the General Manager and/or the Director of Property, following Board of Supervisors approval of the conveyance of the Easement, to execute the Easement Deed, as described above, with such additional terms that are in the public interest, and in the judgment of the General Manager and/or Director of Property, in consultation with the City Attorney, are reasonable and appropriate for the scope and duration of the City's power requirements as necessary for the Project; and, be it

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

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

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of May 10, 2011



Secretary, Public Utilities Commission



SAN FRANCISCO PLANNING DEPARTMENT

December 8, 2008

Mr. Larry Ritter, Principal Real Property Officer
Office of the Director of Real Estate
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102

Re: Case No. 2008.0859R
PUC Pipeline 3-4 Crossover Project

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

RECEIVED
DEC 12 2008
REAL ESTATE DIV.

Dear Mr. Ritter,

We are responding to a request from your office, received on August 1, 2008 for a General Plan Referral for approval to acquire easements from three property owners in San Mateo and Santa Clara Counties. The General Plan Referral is conducted pursuant to San Francisco Charter Section 4.105 and Section 2A.53 of the Administrative Code. We find the proposed project to be on balance **in conformity** with the General Plan. The findings are based on General Plan objectives and policies, described in Attachment A. Aspects of the project may be subject to review and approval by other local jurisdictions and/or the State of California.

Findings Summary

The proposed easement acquisition will be used for the construction of crossover facilities along the Bay Division Pipeline Nos. 3 and 4. They would improve the reliability of the PUC's Water System and reduce potential delays to customers in the result of a seismic event by providing an alternate route to avoid breaks in the pipeline and reducing the total length of pipe that could be impacted by a seismic event or planned maintenance.

The three proposed crossover facilities will be located 8 miles apart to relieve existing crossover facilities, which provide service to customers in the East Bay, South Bay, Peninsula, and San Francisco. Each facility will consist of a concrete vault with two adjacent concrete pads supporting a generator, propane fuel tank, and an electrical control enclosure (approximately 5 feet in height), a five-valve configuration, bypass systems, 130 feet of new steel pipe, electrical power, security/access control systems, site work (including excavation, shoring, groundwater and pipeline dewatering), civil work (including fencing, gates, access roads, sidewalks, curbs, grading and road structures across existing swale) and site restoration and environmental work.

Environmental Review

The Major Environmental Analysis Division of the Planning Department determined that the proposed Project is categorically exempt from CEQA review under Class 1(c) and 4(b) of State Environmental Review Guidelines.

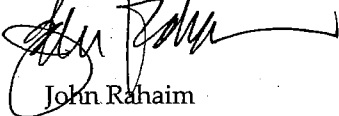
Attachment 1: General Plan Policy Findings

Planning Code Section 101.1 Priority Policies

The Project has been found consistent with the Eight Priority Policies of Section 101.1 of the Planning Code, as described in Attachment B.

In summary, we find the proposed project to be on balance **in conformity** with the General Plan.

Sincerely,



John Rahaim
Director of Planning

Attachments: A. General Plan Policy Findings
B: Planning Code Section 101.1 Findings

cc: Brett Bollinger, Environmental Planner
Rosemary Dudley, Planner
Stephen Shotland, Planner

Attachment 1: General Plan Policy Findings

Re: Case No. 2008.0859R
PUC Pipeline 3-4 Crossover Project
Staff Reviewer: Rosemary Dudley
Date: October 31, 2008

General Plan Policy Findings

Note: General Plan Objectives and Policies are in **bold font**, General Plan text is in regular font, and staff comments are in *italic font*.

ENVIRONMENTAL PROTECTION ELEMENT

OBJECTIVE 1

ACHIEVE A PROPER BALANCE AMONG THE CONSERVATION, UTILIZATION, AND DEVELOPMENT OF SAN FRANCISCO'S NATURAL RESOURCES.

POLICY 1.1

Conserve and protect the natural resources of San Francisco.

POLICY 1.2

Improve the quality of natural resources.

The proposed crossover facilities will improve the Hetch Hetchy water system which supplies the City and region with its source of water, one of the region's critical natural resources. This project will improve water conservation and quality with the replacement of aging pipes and construction of new facilities. It will maintain the above-mentioned policies.

OBJECTIVE 2

IMPLEMENT BROAD AND EFFECTIVE MANAGEMENT OF NATURAL RESOURCES.

POLICY 2.1

Coordinate regional and local management of natural resources.

The proposed crossover facilities will improve the Hetch Hetchy water system which supplies the City and region with its source of water. They will be located in neighboring Santa Clara and San Mateo counties. Our coordination with these regional governments will improve the effectiveness of the Hetch Hetchy water system. The proposal will maintain the above-mentioned policy.

OBJECTIVE 5

ASSURE A PERMANENT AND ADEQUATE SUPPLY OF FRESH WATER TO MEET THE PRESENT AND FUTURE NEEDS OF SAN FRANCISCO.

POLICY 5.1

Maintain an adequate water distribution system within San Francisco.

POLICY 5.2

Exercise controls over development to correspond to the capabilities of the water supply and distribution system.

Attachment 1: General Plan Policy Findings

The proposed crossover facilities will improve the Hetch Hetchy water system which supplies the City and region with its source of water. This project will improve water supply, flow and distribution in the case of a seismic event or pipeline maintenance. The proposal will maintain the above-mentioned policies.

OBJECTIVE 6

CONSERVE AND PROTECT THE FRESH WATER RESOURCE.

POLICY 6.1

Maintain a leak detection program to prevent the waste of fresh water.

The improvements proposed will upgrade the existing pipelines, reducing the chance of leakage and unnecessary waste. The proposal will maintain the above-mentioned policy.

The proposal is on balance, X in conformity not in conformity with the General Plan.

Attachment 2: Planning of the Section 101.1 Priority Policies Findings

The following Priority Policies are hereby established. They shall be included in the preamble to the General Plan and shall be the basis upon which inconsistencies in the General Plan are resolved:

1. That existing neighborhood-serving retail uses be preserved and enhanced and future opportunities for resident employment in and ownership of such businesses enhanced;
Project conforms with this policy.
2. That existing housing and neighborhood character be conserved and protected in order to preserve the cultural and economic diversity of our neighborhoods;
Project conforms with this policy.
3. That the City's supply of affordable housing be preserved and enhanced;
Project conforms with this policy.
4. That commuter traffic not impede Muni transit services or overburden our streets or neighborhood parking;
Project conforms with this policy.
5. That a diverse economic base be maintained by protecting our industrial and service sectors from displacement due to commercial office development, and that future opportunities for resident employment and ownership in these sectors be enhanced;
Project conforms with this policy.
6. That the City achieves the greatest possible preparedness to protect against injury and the loss of life in an earthquake.
Project conforms with this policy. The project will aid in the City's preparedness in the event of an earthquake.
7. That landmarks and historic buildings be preserved; and
Project conforms with this policy.
8. That our parks and open space and their access to sunlight and vistas be protected from development.
Project conforms with this policy.



SAN FRANCISCO PLANNING DEPARTMENT

General Plan Referral

Date: September 15, 2011

Case No. Case No. 2008.0859R

PUC Bay Division Pipeline No. 3 and 4 Crossover Project
Acquisition and Conveyance of Additional Easements -
ADDENDUM

Block/Lot No.: The Project is related to proposed acquisition and conveyance of easements on the following Assessor's Parcels located in Santa Clara County - outside of the City and County of San Francisco (CCSF):

- APN 097-005-002 -City of Santa Clara
- APN 142-17-029 - City of Palo Alto
- APN 142-17-033 -City of Palo Alto
- APN 073-192-160 - Town of Atherton

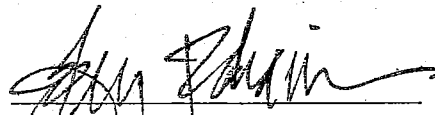
Project Sponsor: John Updike
Acting Director
City and County of San Francisco Real Estate Division
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102

Applicant: Same as Above

Staff Contact: Stephen Shotland – (415) 558-76308
Stephen.shotland@sfgov.org

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

*Recommended
By:*


John Rahaim, Director of Planning

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

RECEIVED

SEP 16 2011

REAL ESTATE DIV.

PROJECT DESCRIPTION

This is an addendum to General Plan Referral to Case 2008.0859R. In that case, the Planning Department found that the Public Utility Commission's (PUC's) acquisition of a number of easements required for the

GENERAL PLAN REFERRAL -
SF PUC PIPELINE NOS. 3 AND NO. 4 CROSSOVER PROJECT
ADDENDUM TO CASE - ACQUISITION AND CONVEYANCE OF
ADDITIONAL EASEMENTS

CASE NO. 2008.0859R
ADDENDUM

PUC's Pipeline Nos. 3 and 4 Crossover Project. On December 8, 2008, the Planning Department found that the case was in conformity with the General Plan.

The PUC recently determined that the Pipeline Nos. 3 and 4 Crossover Project would require acquisition and conveyance of additional easements to those reviewed in 2008. On July 6, 2011, the Department of Real Estate submitted a General Plan Referral application, requesting that the Department determine whether the PUC's acquisition and conveyance of *additional easements* for the PUC's Pipeline Nos. 3 and 4 Crossover Project would be in conformity with the General Plan. This case report is an addendum to the original Case No. 2008.0859R, and is limited the PUC's proposal to acquire and convey the following *additional easements* as part of the project:

1. Convey a nonexclusive permanent easement to Silicon Valley Power, a division of the City of Santa Clara, for installation, maintenance and operation of electrical facilities in the City and County of San Francisco's (CCSF)'s real property located at Guadalupe River off Lick Mill Boulevard (APN 097-005-002), shown in Exhibit A.
2. Acquire a utility easement from the City of Palo Alto Power Department's easement from Stanford University to power the PUC's new Facility (APN 142-17-029) and the City may need to convey an easement to Palo Alto Power on the PUC property located at Barron Creek Crossing in the City of Palo Alto (APN 142-17-033), shown in Exhibit B and B-1.
3. Convey two easements to PG&E in order to service the PUC's new facility. One easement would be located across California Water Service property; the second is located within a PUC right-of-way. The easements are located in the vicinity of Bear Gulch Reservoir on Reservoir Road in Atherton, California (APN 073-192-060) shown in Exhibit C.

The proposed acquisition and conveyance of the referenced easements are necessary to implement the PUC's Bay Division Pipeline Nos. 3 and 4 Project. This Project would improve the reliability of the PUC's Water System and reduce potential delays to customers in the result of a seismic event by providing an alternate route to avoid breaks in the pipeline and reducing the total length of pipe that could be impacted by a seismic event or planned maintenance.

ENVIRONMENTAL REVIEW

The Department determined that the proposed acquisition and conveyance of the property easements is Categorically Exempt from CEQA Review under Class 1(c) and 4(b) of State Environmental Review Guidelines.

GENERAL PLAN COMPLIANCE AND BASIS FOR RECOMMENDATION

Recently, the PUC determined that the project requires acquisition and conveyance of easements that were not identified as part of the earlier General Plan referral on the PUC's Pipeline Nos. 3 and 4

GENERAL PLAN REFERRAL
SF PUC PIPELINE NOS. 3 AND NO. 4 CROSSOVER PROJECT
ADDENDUM TO CASE - ACQUISITION AND CONVEYANCE OF
ADDITIONAL EASEMENTS

CASE NO. 2008.0859R
ADDENDUM

Crossover Project. This Case Report amends the earlier case, considering acquisition and conveyance of additional easements.

The Project is consistent with the Eight Priority Policies of Planning Code Section 101.1 as described in the body of this letter and is, on balance, in-conformity with the Objectives and Policies of the General Plan listed below.

Note that General Plan Objectives and Policies are shown in bold font, General Plan text is shown in regular text; staff comments are in *italic* text.

COMMUNITY SAFETY ELEMENT

POLICY 2.10

Identify and replace vulnerable and critical lifelines in high-risk areas.

Comment: The PUC has ongoing programs to replace and improve vulnerable water collection and distribution systems to improve performance of the systems that may be affected by seismic events by providing system segmentation, safety shut-off systems and redundant back-up systems, to reducing potential damage and provide alternative sources of service.

ENVIRONMENTAL PROTECTION ELEMENT

OBJECTIVE 1

ACHIEVE A PROPER BALANCE AMONG THE CONSERVATION, UTILIZATION, AND DEVELOPMENT OF SAN FRANCISCO'S NATURAL RESOURCES.

POLICY 1.1

Conserve and protect the natural resources of San Francisco.

POLICY 1.2

Improve the quality of natural resources.

Comment: The proposed acquisition and conveyance of additional easements related to the PUC Pipeline 3 and 4 Crossover Project would improve the Hetch Hetchy water system which supplies the City and region with water, one of the region's critical natural resources. The project sponsor recently determined the need to consider acquiring and conveying these easements, related to the of the Project This project will improve reliability of the system and water conservation and quality with the replacement of aging pipes and construction of new facilities. It will maintain the above-mentioned policies.

OBJECTIVE 2

IMPLEMENT BROAD AND EFFECTIVE MANAGEMENT OF NATURAL RESOURCES.

GENERAL PLAN REFERRAL -
SF PUC PIPELINE NOS. 3 AND NO. 4 CROSSOVER PROJECT
ADDENDUM TO CASE - ACQUISITION AND CONVEYANCE OF
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ADDENDUM

POLICY 2.1

Coordinate regional and local management of natural resources.

Comment: The City and PUC are working with other jurisdictions, utilities and property owners in the region to coordinate the implementation of this project. The project is required as part of the PUC's Bay Division Pipelines 3 and 4 Project.

OBJECTIVE 5

ASSURE A PERMANENT AND ADEQUATE SUPPLY OF FRESH WATER TO MEET THE PRESENT AND FUTURE NEEDS OF SAN FRANCISCO.

POLICY 5.1

Maintain an adequate water distribution system within San Francisco.

POLICY 5.2

Exercise controls over development to correspond to the capabilities of the water supply and distribution system.

POLICY 5.3

Ensure water purity.

Acquisition and Conveyance of the referenced easements is necessary as part of the PUC's Pipeline No. 3 and 4 Crossover Project. The proposed crossover facilities are necessary to improve the Hetch Hetchy water system which supplies the City and region with its source of water. This project will improve water supply, flow and distribution in the case of a seismic event or pipeline maintenance. The SFPUC determined that the project required acquisition and conveyance of the additional easements after submitting the project for review in 2008. The proposal is consistent with the above-mentioned policies.

OBJECTIVE 6

CONSERVE AND PROTECT THE FRESH WATER RESOURCE.

Acquisition and Conveyance of the additional easements necessary to complete the PUC's Pipeline Nos. 3 and 4 Crossover Project is consistent with this Objective.

The Project is, on-balance, consistent with the General Plan.

Attachments:

- Exhibit A Electrical Easement Diagram Guadalupe River, Drawing 08-0013
- Exhibit B Electrical Easement Diagram Barron Creek Crossing, Drawing 11-0008
- Exhibit B-1 Baron Creek Crossover Site Plan – Electrical, Drawing E2.1, E-15707
- Exhibit C Aerial Photograph showing general location of Easements

GENERAL PLAN REFERRAL
SF PUC PIPELINE NOS. 3 AND NO. 4 CROSSOVER PROJECT
ADDENDUM TO CASE - ACQUISITION AND CONVEYANCE OF
ADDITIONAL EASEMENTS

CASE NO. 2008.0859R
ADDENDUM

PROPOSITION M FINDINGS – PLANNING CODE SECTION 101.1

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

Eight Priority Policies Findings

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

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

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

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

The Project would have no adverse effect on the City's housing stock or on neighborhood character. The existing housing and neighborhood character would not be negatively affected. The Project is located outside of the City and County of San Francisco.

3. That the City's supply of affordable housing be preserved and enhanced. *The Project is located outside of the City and County of San Francisco.*

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

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

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

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

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

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

GENERAL PLAN REFERRAL -
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The Project would not adversely affect achieving the greatest possible preparedness against injury and loss of life in an earthquake. The project will further the City's goal of preparing for natural disasters by seismically upgrading the water facility and implementing the PUC Pipeline 3 and 4 Crossover Project.

7. That landmarks and historic buildings be preserved.

The project does not involve any historic buildings.

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

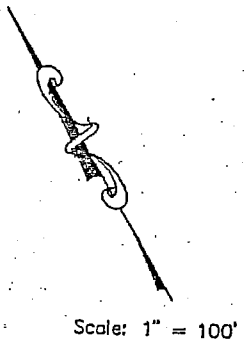
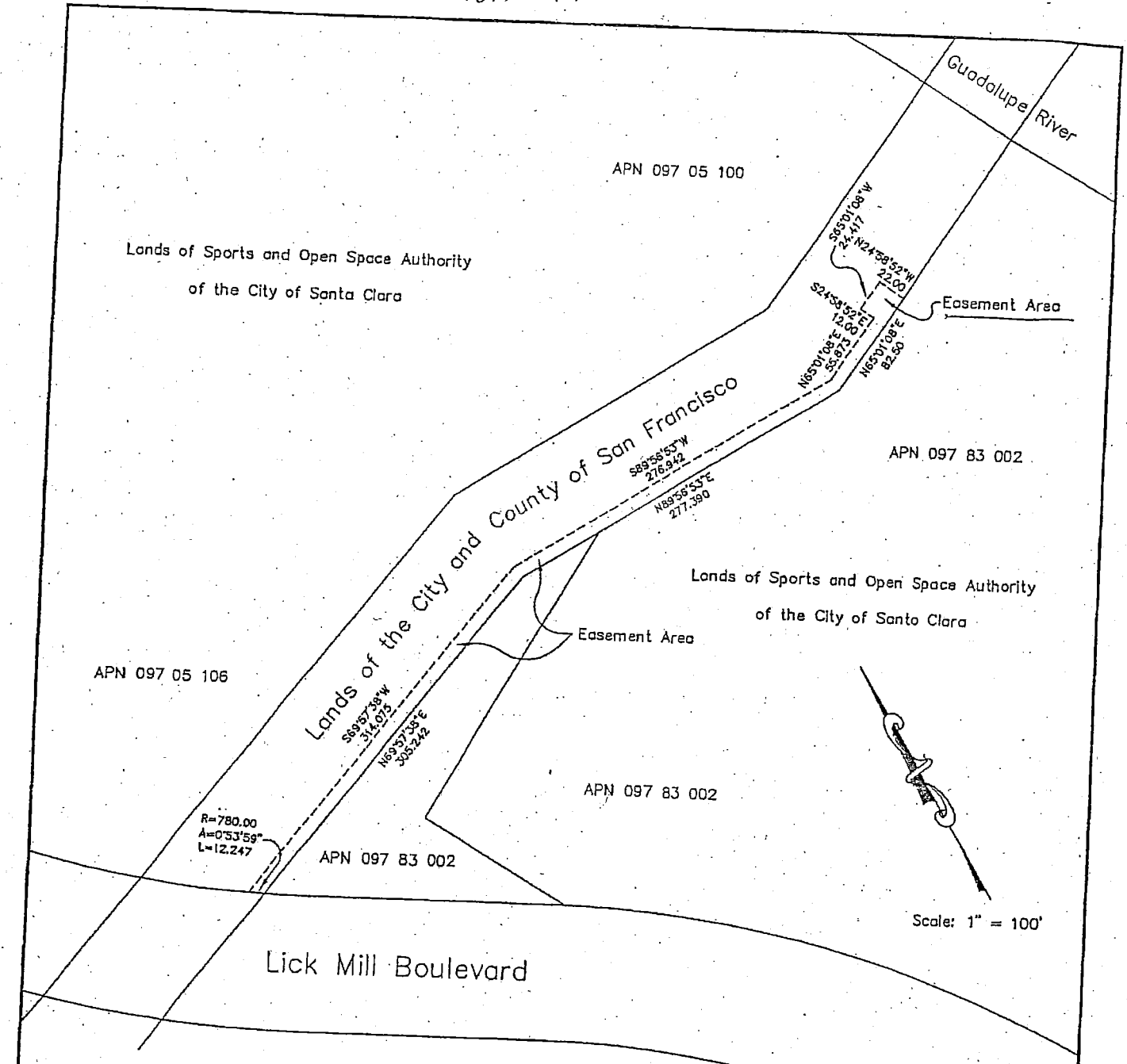
The Project would have no adverse effect on parks and open space or their access to sunlight and vista.

RECOMMENDATION:

Finding the Project, on balance, **in-conformity**, with the General Plan.

I:\Citywide\General Plan\General Plan Referrals\2011\2008.0859R PUC Bay Division Pipelines 3_4 Addendum Easement Acquisition.doc

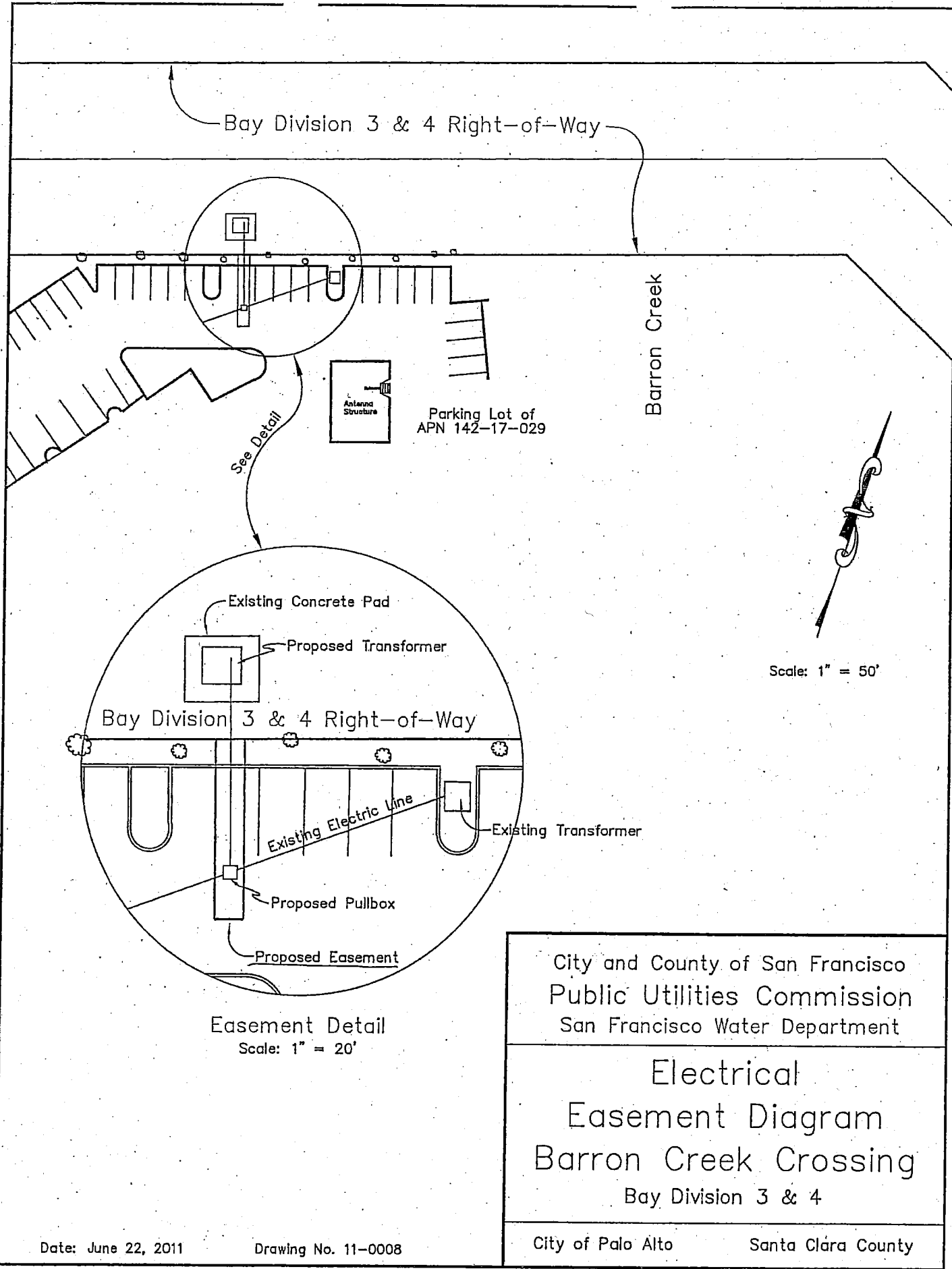
Exhibit A



City and County of San Francisco Public Utilities Commission San Francisco Water Department	
Electrical Easement Diagram Guadalupe River Bay Division Pipeline No. 3 & 4	
City of Santa Clara	Santa Clara County

Date: October 21, 2010 Drawing No. 08-0013

Exhibit B



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

Electrical
 Easement Diagram
 Barron Creek Crossing
 Bay Division 3 & 4

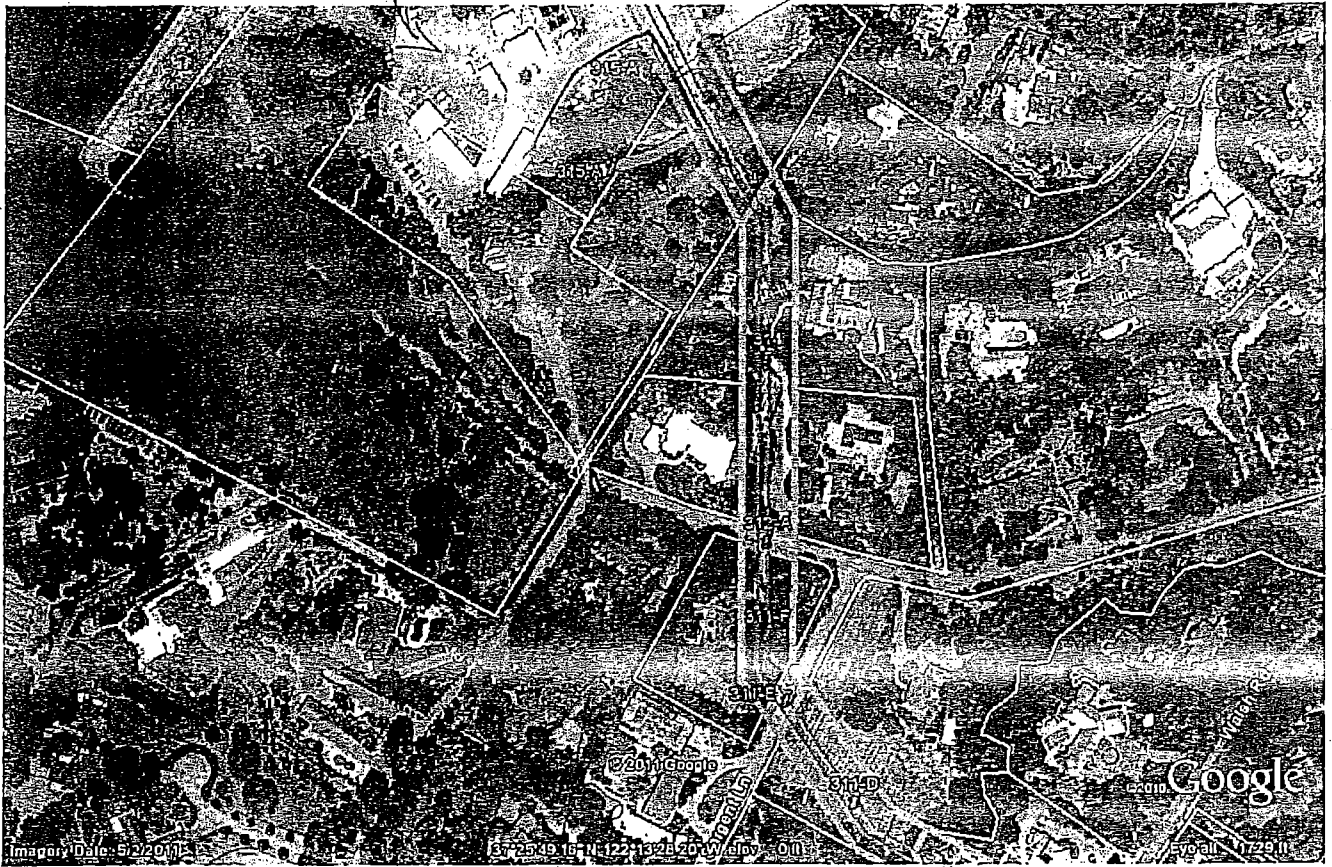
City of Palo Alto Santa Clara County

Date: June 22, 2011

Drawing No. 11-0008

LYMBIT
CAL WATER FACILITY

sement locations



Reservoir Rd

SFPUC
RIGHT OF WAY

FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL
(S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors
Contractor Information <i>(Please print clearly.)</i>	
Name of contractor: Silicon Valley Power, a division of the City of Santa Clara	
<i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i>	
Jennifer Sparacino, City Manager	
Contractor address: 1500 Warburton Avenue, Santa Clara, CA 95050	
Date that contract was approved: <i>Subject to Board of Supervisors' approval</i>	Amount of contract: \$0.00
Describe the nature of the contract that was approved: Quitclaim and conveyance of easement for electrical facilities.	
Comments:	

This contract was approved by (check applicable):

the City elective officer(s) identified on this form

a board on which the City elective officer(s) serves: San Francisco Board of Supervisors
Print Name of Board

the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

Filer Information <i>(Please print clearly.)</i>	
Name of filer: Angela Calvillo, Clerk of the Board	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: Board.of.Supervisors@sfgov.org

Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed

