

File No. 171007

Committee Item No. 3

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date November 2, 2017

Board of Supervisors Meeting

Date _____

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- Public Utilities Commission Resolution
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Completed by: Linda Wong Date October 27, 2017
 Completed by: Linda Wong Date _____

1 [Amendment Agreement - Exchange Easements in Connection with the Bay Division Pipeline
2 Reliability Upgrade Project-Bay Tunnel]

3 **Resolution approving and authorizing a Second Amendment to an agreement to**
4 **exchange interests in real property to grant the Midpeninsula Regional Open Space**
5 **District a permanent, non-exclusive public trail easement in exchange for a quitclaim to**
6 **the City and County of San Francisco of an open space easement over real property**
7 **owned by the City and County of San Francisco, as part of the San Francisco Public**
8 **Utilities Commission Water System Improvement Program-Funded Project CUW36801,**
9 **Bay Division Pipeline Reliability Upgrade-Bay Tunnel; and authorizing the General**
10 **Manager of the San Francisco Public Utilities Commission, or Director of Property to**
11 **execute documents, make certain modifications and take certain actions in furtherance**
12 **of this Resolution, as defined herein.**

13
14 WHEREAS, The San Francisco Public Utilities Commission ("SFPUC") approved
15 Project CUW36801, Bay Division Pipeline Reliability Upgrade Project-Bay Tunnel ("Bay
16 Tunnel" or the "Project") under the Water System Improvement Program ("WSIP") for
17 improvements to the regional water supply system through SFPUC Resolution No. 09-0176
18 on October 27, 2009, incorporated herein by this reference, and acquired in connection
19 therewith interests in certain real property described herein; and

20 WHEREAS, By Resolution No. 491-10 adopted effective as of October 22, 2010, the
21 Board of Supervisors and Mayor approved an Agreement to Exchange Interests in Real
22 Property ("Exchange Agreement") to acquire an exclusive, subsurface easement from the
23 Midpeninsula Regional Open Space District ("District") in exchange for a 50-foot wide open
24 space easement on SFPUC Lands ("Open Space Easement") located in the town of East Palo
25 Alto known as the Ravenswood Property on Assessor's Parcel Numbers 093-590-030, 093-

1 590-050 and 093-590-060, adopted environmental findings under the California
2 Environmental Quality Act ("CEQA"), CEQA Guidelines, and Administrative Code, Chapter 31
3 and adopted findings of consistency with City Planning Code, Section 101.1 through Board of
4 Supervisors Resolution No. 491-10 which is incorporated herein by this reference; and

5 WHEREAS, The SFPUC and the District entered into the Exchange Agreement on
6 November 17, 2010, which contemplated that the District would study the feasibility of a future
7 public trail located on SFPUC property ("Trail Easement"); and

8 WHEREAS, On January 31, 2011, the SFPUC and the District closed escrow for
9 SFPUC's acquisition of the subsurface easement in exchange for conveying the Open
10 Space Easement to the District; and

11 WHEREAS, A copy of the Exchange Agreement between the District and the City is
12 on file with the Clerk of the Board of Supervisors under File No. 101150, which is
13 incorporated herein by this reference and is considered part of the record before this Board;
14 and

15 WHEREAS, The District has conducted feasibility studies and has worked with
16 SFPUC staff to identify a mutually acceptable alignment for the proposed Trail Easement
17 and negotiated a Second Amendment to Agreement to Exchange Interests in Real Property
18 ("Second Amendment") and a Public Trail Easement; and

19 WHEREAS, By Resolution No. 17-0087 adopted as effective as of April 25, 2017, a
20 copy of which is on file with the Clerk of the Board of Supervisors of the City ("Board")
21 under File No. 171007, which is incorporated herein by this reference, approved the
22 proposed Second Amendment whereby SFPUC shall grant a new 20-foot wide easement
23 to the District for a public trail on property under the SFPUC's jurisdiction, and in exchange
24 the District shall quitclaim back to the SFPUC all rights, title and interest in an open space
25

1 easement that SFPUC originally granted to District pursuant to the Exchange Agreement;
2 and

3 WHEREAS, The Project files, including the FEIR, PEIR and SFPUC Resolution No.
4 09-0120 have been made available for review by the Board and the public, and those files
5 are considered part of the record before this Board; and

6 WHEREAS, In Planning Case 2017-010544GPR dated August 29, 2017, the
7 Department of City Planning found the exchange of property interests for the Project to be
8 in conformity with the General Plan and consistent with the Eight Priority Policies of City
9 Planning Code, Section 101.1 to the extent applicable; and

10 WHEREAS, A copy of the proposed Second Amendment between the District and the
11 City is on file with the Clerk of the Board of Supervisors under File No. 171007, which is
12 incorporated herein by this reference and is considered part of the record before this Board;
13 now, therefore, be it

14 RESOLVED, That in accordance with the recommendations of the Public Utilities
15 Commission and the Director of Property, the Board of Supervisors hereby approves the
16 Second Amendment and the transaction contemplated thereby in substantially the form of
17 such Second Amendment presented to the Board; and, be it

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

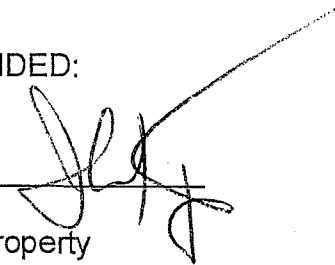
1 Property or the General Manager of the Second Amendment and any additions or
2 amendments thereto; and, be it

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

13 FURTHER RESOLVED, That upon execution of the Second Amendment, the San
14 Francisco Public Utilities Commission shall transmit to the Clerk of the Board of
15 Supervisors a copy of the Second Amendment, for inclusion in File No. 171007.


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RECOMMENDED:



Director of Property
Real Estate Division

RECOMMENDED:



General Manager
San Francisco Public Utilities Commission

**SECOND AMENDMENT TO
AGREEMENT TO EXCHANGE INTERESTS IN REAL PROPERTY**

This Second Amendment to Agreement to Exchange Interests in Real Property (this "Amendment"), dated for reference purposes only as of March 1, 2017, is made by and between the Midpeninsula Regional Open Space District, a California special district ("District") and the City and County of San Francisco, a municipal corporation ("City"), acting through its Public Utilities Commission ("SFPUC").

Recitals

A. District and City have entered into (i) an Agreement to Exchange Interests in Real Property, which was signed by District on June 14, 2010, approved by District's Board of Directors on July 14, 2010, and authorized by the SFPUC on October 27, 2009, approved by City's Board of Supervisors on October 19, 2010, approved by City's Mayor on October 22, 2010, and signed by City on November 17, 2010, and (ii) a first Amendment to Agreement to Exchange Interests in Real Property dated December 6, 2010 (together, the "Agreement").

B. Pursuant to the Agreement, City conveyed to District an open space easement (the "Open Space Easement") across portions of the real property owned by City in San Mateo County, California, identified as Assessor's Parcels No. 093-590-030, 093-590-050 and 093-590-060 ("City's Land"). City's Land is further described in Exhibit A of the Grant of Open Space Easement and Agreement recorded in the San Mateo County Recorder's Office January 31, 2011, as Instrument No. 2011-012365, and the specific location of the Open Space Easement ("Open Space Easement Area") is specifically described in Exhibit C of such instrument.

C. As contemplated in the Agreement, City is now prepared to convey a public trail easement to District, and District is now prepared to accept the public trail easement and quitclaim the Open Space Easement to City.

D. The parties desire to enter into this Amendment to the Agreement to provide for such exchange of interests in real property and to provide further escrow instructions necessary for District and City to consummate the exchange as more particularly set forth herein.

NOW, THEREFORE, District and City agree as follows.

1. EXCHANGE OF REAL PROPERTY INTERESTS

A. Public Trail Easement Grant to District. Subject to the terms, covenants and conditions set forth in this Amendment, City agrees to grant to District a permanent, non-exclusive public trail easement (the "Public Trail Easement"), more particularly described in the deed attached hereto as Exhibit A, and incorporated by this reference (the "Public Trail Easement Deed"), over and across a portion of the City Land, as described in an exhibit to the Public Trail Easement Deed.

B. Quitclaim of Open Space Easement to City. Subject to the terms, covenants and conditions set forth in this Amendment, District agrees to quitclaim to City the Open Space Easement recorded January 31, 2011, as Instrument 2011-012365, with the San Mateo County Recorder's Office which is over, across, in and upon a portion of City Land, together with the right to patrol said Easement. The "Quitclaim of Open Space Easement" is attached hereto and incorporated herein by this reference as Exhibit B.

2. EFFECTIVE DATE; ESCROW

A. Effective Date; Opening of Escrow. This Amendment shall become effective on the date the last of the following shall have occurred: (i) the SFPUC Commission shall have adopted a

resolution approving this Amendment and authorizing the transactions contemplated herein; (ii) City's Board of Supervisors and Mayor shall have enacted a resolution or an ordinance approving and authorizing this Amendment and the transactions contemplated herein; (iii) District's Board of Directors shall have adopted a resolution approving this Amendment; and (iv) the parties shall have executed and delivered this Amendment ("Effective Date"). Within twenty (20) days of the Effective Date, the parties shall open an escrow for the transaction contemplated herein by depositing a copy of an executed counterpart of this Amendment with Chicago Title Company ("Escrow Holder"), located at 455 Market Street, 21st Floor, San Francisco, CA 94105 (Escrow No. 160290909-ST), attention Terry Duwell, Escrow Officer. This Amendment shall serve as instructions to Escrow Holder for consummation of the exchange of interests in real property contemplated hereby, provided that the parties shall execute such supplementary escrow instructions as Escrow Holder may reasonably require. This Amendment may be supplemented by explicit additional escrow instructions signed by the parties, but the preprinted portion of such escrow instructions shall not supersede any inconsistent provisions contained herein.

B. "Trail Easement Closing" and "Trail Easement Closing Date" Defined. The term "Trail Easement Closing" means the Escrow Holder's causing the Public Trail Easement Deed and the Quitclaim of Open Space Easement to be recorded concurrently in the Office of the County Recorder of San Mateo County in accordance with this Amendment. The Trail Easement Closing shall occur within sixty (60) days after the Effective Date defined above, or on such earlier date as City and District may mutually agree (the "Trail Easement Closing Date"), subject to the provisions of Section 2.E [District's Conditions to Trail Easement Closing] and Section 2.F [City's Conditions to Trail Easement Closing]. The Trail Easement Closing Date may not be extended without the prior written approval of both District and City, except as otherwise expressly provided in this Amendment. City's City Attorney and the SFPUC General Manager and their respective designees, shall each have authority to approve such a modification of the Trail Easement Closing Date on behalf of the City. If the Trail Easement Closing does not occur on or before the Trail Easement Closing Date, unless extended as aforesaid, Escrow Holder shall suspend all closing operations and contact the parties for further instructions.

C. District's Deposits into Escrow. On or before Escrow Holder's deadline for delivery of such items before the Trail Easement Closing, District shall deliver into escrow the following:

- (i) a fully executed, notarized and recordable copy of the Quitclaim of Open Space Easement;
- (ii) the required certificate of acceptance for the Public Trail Easement Deed, duly executed by District and to be dated as of the Trail Easement Closing Date;
- (iii) funds sufficient to pay District's share of expenses, as provided in Section 4.B hereof;
- (iv) any documents needed in order to eliminate title exceptions other than District's Accepted Conditions of Title;
- (v) a certified copy of District's Approval Resolution, as defined in Section 2.E; and
- (v) District's approval of a closing statement in form and content satisfactory to District and City.

D. City's Deposits into Escrow. On or before Escrow Holder's deadline for delivery of such items before the Trail Easement Closing, City shall deliver into Escrow the following:

Easement Deed;

- (i) a fully executed, notarized and recordable copy of the Public Trail Easement;
- (ii) the required certificate of acceptance for the Quitclaim of Open Space Easement, duly executed by City and to be dated as of the Trail Easement Closing Date;
- (iii) funds sufficient to pay City's share of expenses, as provided in Section 4 hereof;
- (iv) a certified copy of City's Approval Resolution, as defined in Section 2.F; and
- (v) City's approval of a closing statement in form and content satisfactory to District and City.

E. District's Conditions to Trail Easement Closing. The following are conditions precedent to District's obligation to complete the exchange of easements contemplated in this Amendment (collectively, "**District's Conditions Precedent**"):

- (i) The transactions contemplated herein shall have been approved by the District Board of Directors. District acknowledges that such approval was given by Resolution No. 16-16, adopted by District's Board of Directors on November 16, 2016 ("**District's Approval Resolution**").
- (ii) City shall have delivered the items described in Section 2.D [City's Deposits Into Escrow]
- (iii) Escrow Holder shall be committed at the Trail Easement Closing to issue District's Title Policy, as defined in Section 3 [Condition of Title] to District.

District's Conditions Precedent contained in the foregoing subsections are solely for the benefit of District. If any such condition is not satisfied, District shall have the right in its sole discretion either to waive in writing the District's Condition Precedent in question and proceed with the purchase (provided that the District's Condition Precedent described in items (i) above may not be waived except insofar as District elects to extend the deadline for satisfying such item) or, in the alternative, terminate this Amendment. The waiver of any Condition Precedent shall not relieve City of any liability or obligation with respect to any representation, warranty, covenant or agreement of City. In addition, the Trail Easement Closing Date may be extended, at District's option, for a reasonable period of time specified by District, to allow such District's Conditions Precedent to be satisfied, subject to District's further right to terminate this Amendment upon the expiration of the period of any such extension if all such District's Conditions Precedent have not been satisfied.

F. City's Conditions to Trail Easement Closing. The following are conditions precedent to City's obligation to complete the exchange of Easements contemplated in this Amendment (collectively, "**City's Conditions Precedent**"):

- (i) As of the Trail Easement Closing Date there shall be no litigation or administrative agency or other governmental proceeding regarding the Open Space Easement, pending or threatened, which after the Trail Easement Closing could materially adversely affect City's title to City's Land or the ability of City to use the Open Space Easement Area.
- (ii) If City has elected to obtain title insurance, Escrow Holder shall be committed at the Trail Easement Closing to issue City's Title Policy, as defined in Section 3 [Condition of Title], to City.

(iii) The SFPUC Commission, in its sole discretion, shall have enacted a resolution approving and authorizing this Amendment and the transactions contemplated herein no later than ninety (90) days after District executes and delivers this Amendment to City.

(iv) The City's Mayor and the Board of Supervisors, in the sole discretion of each, shall have enacted a resolution or ordinance approving and authorizing this Amendment ("City's Approval Resolution"), within one hundred twenty (120) days after the SFPUC Commission shall have enacted the resolution described in the preceding subparagraph.

(v) District shall have delivered the items described in Section 2.C [District's Deposits into Escrow].

City's Conditions Precedent contained in the foregoing subsections (i) through (v) are solely for the benefit of City. If any of City's Conditions Precedent are not satisfied, City shall have the right in its sole discretion either to waive in writing the Condition Precedent in question and proceed with the purchase (provided that the Conditions Precedent described in items (iii) and (iv) above may not be waived except insofar as City elects to extend the deadline for satisfying such item) or, in the alternative, terminate this Agreement. The waiver of any Condition Precedent shall not relieve District of any liability or obligation with respect to any representation, warranty, covenant or agreement of District. In addition, the Trail Easement Closing Date may be extended, at City's option, for a reasonable period of time specified by City, to allow such Conditions Precedent to be satisfied, subject to City's further right to terminate this Agreement upon the expiration of the period of any such extension if all such Conditions Precedent have not been satisfied.

G. Closing Instructions. At the Trail Easement Closing, provided all the conditions to the parties' obligations have been satisfied or waived as provided and permitted by this Agreement, Escrow Holder shall perform the following acts in the following order:

(i) Perform such acts as are necessary in order to issue City's Title Policy, as defined in Section 3.A(ii), if City has notified Escrow Holder and District before the Trail Easement Closing that City elects to obtain such title insurance, including recording any deed of reconveyance or other documentation as specified in supplemental escrow instructions submitted by District and City before the Trail Easement Closing.

(ii) Perform such acts as are necessary in order to insure title to the Public Trail Easement vested in District subject only to District's Accepted Conditions of Title, including recording any deed of reconveyance, subordination agreement or other documentation as specified in supplemental escrow instructions submitted by District and City before the Trail Easement Closing.

(iii) Record the Public Trail Easement and Quitclaim of Open Space Easement in the Office of the County's Recorder and obtain endorsed copies thereof for each party;

(iv) Issue City's Title Policy to City, if City has elected to obtain such insurance;

(v) Issue District's Title Policy to District; and

(vi) Deliver to the appropriate party any other documents, instruments, and sums required by this Agreement, including District's Approval Resolution to City and City's Approval Resolution to District.

As soon as reasonably practicable after the Trail Easement Closing, Escrow Agent shall prepare a final accounting and closing statement for this transaction and send a copy to each party.

H. Remedies. If the exchange of real property interests is not consummated because of a default under this Amendment on the part of one of the parties or if a Condition Precedent cannot be fulfilled because a party frustrated such fulfillment by some affirmative act or negligent omission, the other party may, at its sole election, either (1) terminate this Amendment by delivery of notice of termination to defaulting party, whereupon the defaulting party shall pay to the non-defaulting party any title, escrow, legal and inspection fees incurred by such non-defaulting party and shall pay any escrow cancellation charges, and neither party shall have any further rights or obligations hereunder, or (2) continue this Amendment pending the non-defaulting party's action for specific performance and/or damages hereunder, including, without limitation, the non-defaulting party's costs and expenses incurred hereunder.

3. CONDITION OF TITLE

A. District Quitclaim of Open Space Easement

(i) At the Trail Easement Closing District shall convey to City a duly executed and acknowledged Quitclaim of Open Space Easement to remove the Open Space Easement from title to City's Land (as defined in Recital B).

(ii) Removal of the Open Space Easement from title in accordance with Subsection 3.A(i) shall be conclusively evidenced by the commitment of Chicago Title Company to issue to City a CLTA owner's policy of title insurance ("City's Title Policy") in the amount of Fifty Thousand Dollars (\$50,000), insuring title to City's Land vested in City subject to all liens, encumbrances and exceptions, including the Public Trail Easement, but free and clear of the Open Space Easement and any other exception, lien or encumbrance that was placed of record by District or as a result of the acts or omissions of District or its representatives (other than the Public Trail Easement).

B. City's Conveyance of Public Trail Easement

(i) At the Trail Easement Closing, City shall convey to District marketable and insurable title to the Public Trail Easement by the duly executed and acknowledged Public Trail Easement Deed, free and clear of all District's Unpermitted Exceptions (as defined in Subsection 3.B(ii)).

(ii) Delivery of title in accordance with Subsection 3.B(i) shall be conclusively evidenced by the commitment of Chicago Title Company to issue to District a CLTA owner's policy of title insurance ("District's Title Policy") in the amount of \$50,000.00, insuring title to the Public Trail Easement vested in District subject to all exceptions, liens and encumbrances except solely for the following ("District's Unpermitted Exceptions"): any mortgages, deeds of trust and other monetary liens, other than the lien of delinquent real property taxes and assessments and any liens resulting from the acts or omissions of District or District's representatives. District's Title Policy shall contain such special endorsements as District may reasonably request.

4. PAYMENT OF COSTS.

A. City's Expenses

City shall pay at the Closing (i) one-half of the escrow fees, (ii) the recording fees, if any, for the Quitclaim of Open Space Easement, (iii) title insurance charges for City's Title Policy, if any, and (iv) any delinquent taxes that may have become a lien against the City Land underlying the Public Trail Easement.

B. District's Expenses

District shall pay at the Closing (i) one-half of the escrow fees, (ii) the recording fees, if any, for the Public Trail Easement Deed, and (iii) title insurance charges for District's Title Policy, if any.

C. Other Expenses

Any other costs and charges of the escrow not otherwise provided for above in this Section or elsewhere in this Agreement shall be allocated in accordance with the closing customs for San Mateo County, as reasonably determined by Escrow Holder.

5. "AS-IS" CONVEYANCE; PROPERTY INFORMATION

A. Both parties are acquiring the respective real property interests on an "As-Is" basis, without warranties, express or implied, regarding the physical condition of the property, and are relying on their own inspections of the respective real property.

B. City acknowledges receipt of a copy of the documents and information, if any, listed in Exhibit D, attached hereto and incorporated into this Amendment, containing information about the Open Space Easement ("District's Delivered Information"). District makes no warranty or representation concerning the accuracy and/or completeness of District's Delivered Information. District has no knowledge of any material inaccuracies in such material.

C. District acknowledges receipt of a copy of the documents and information concerning City's Land listed in Exhibit E, attached hereto and incorporated into this Amendment ("City's Delivered Information"). City makes no warranty or representation concerning the accuracy and/or completeness of City's Delivered Information. City has no knowledge of any material inaccuracies in such material.

6. FULL FORCE AND EFFECT. The Agreement remains in full force and effect as amended herein. The Agreement as amended by this Amendment constitutes the entire agreement of the parties concerning the subject matter thereof, and supersedes all previous negotiations, agreements, or understandings, if any, regarding the matters contained in the Agreement. District and City ratify and confirm all provisions of the Agreement as amended by this Amendment.

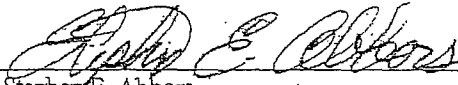
7. EFFECTIVENESS OF AMENDMENT. This Amendment may be executed in counterparts, each of which shall be an original and all of which together shall comprise the same instrument. A photocopy, facsimile, or electronic copy shall have the same effect for all purposes as an ink-signed original.

IN WITNESS WHEREOF, the parties execute this Amendment.

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation:

MIDPENINSULA REGIONAL OPEN SPACE
DISTRICT, a California special district

By: _____
John Updike
Director of Property

By: 
Stephen E. Abbors
General Manager

APPROVED AS TO FORM:
Dennis J. Herrera, City Attorney

APPROVED AS TO FORM:

By: _____
Carolyn J. Stein
Deputy City Attorney

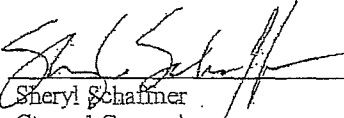
By: 
Sheryl Schaffner
General Counsel

EXHIBIT A

Public Trail Easement Deed

(See following page)

WHEN RECORDED MAIL TO:

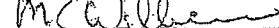
Midpeninsula Regional Open Space District
330 Distel Circle
Los Altos, CA 94022
Attention: Real Property Manager

NO TRANSFER TAX DUE
PUBLIC AGENCY ACQUIRING TITLE,
CALIFORNIA REVENUE AND TAXATION
CODE SECTION 11922

DULY RECORDED WITHOUT FEE

Pursuant to Government Code

Sections 6103, 27383.

BY: 

PUBLIC TRAIL EASEMENT

This Easement Agreement (“Agreement”), dated for reference purposes only as of _____, 2017, is made by and between THE CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“San Francisco”), acting by and through its Public Utilities Commission (“SFPUC”) and MIDPENINSULA REGIONAL OPEN SPACE DISTRICT, a Public District formed pursuant to Article 3 of Chapter 3 of Division 5 of the California Public Resources Code (“Holder” or “District”). San Francisco and Holder are sometimes referred to in this Agreement singularly as a “Party” and together as “Parties.”

RECITALS

A. San Francisco is the owner of certain real property situated in the County of San Mateo, State of California, and more particularly described in Exhibit A attached hereto and incorporated herein by this reference, also known as a portion of San Mateo County Assessor’s Parcel Numbers 093-590-030, 093-590-050 and 093-590-060 (“San Francisco’s Property”).

B. District is the owner of a public open space preserve located in the vicinity of San Francisco’s Property described and generally depicted in Exhibit B attached hereto and incorporated herein by this reference, commonly known as the Ravenswood Open Space Preserve as it currently exists or may be expanded in the future (the “District Preserve”).

C. A segment of the public trail known as the San Francisco Bay Trail (“Bay Trail”) currently crosses the District Preserve near the eastern boundary of San Francisco’s Property. Another segment of the Bay Trail consisting of pedestrian and bike lanes on University Avenue passes close to the western boundary of San Francisco’s Property. The District desires to obtain a non-exclusive public trail easement across a portion of San Francisco’s Property in order to extend the Bay Trail as more particularly described in this Agreement.

D. San Francisco’s Property contains a service road near the southerly boundary of Assessor’s Parcels 093-590-030 and 093-590-050 (the “Service Road”) that provides access to

San Francisco's Ravenswood Valve Lot facilities ("Valve Lot"). The locations of the Service Road and Bay Trail are depicted on the map attached hereto and incorporated herein as Exhibit C.

E. By instrument dated January 31, 2011, entitled *Grant of Open Space Easement and Agreement*, recorded January 31, 2011, as Instrument 2011-012365, with the San Mateo County Recorder's Office, San Francisco conveyed to District an open space easement over, across, in and upon a portion of San Francisco's Property as further described in such instrument (the "**Open Space Easement**"). The Parties intend that the Trail Easement, as defined in **Section 1(a)**, will replace the Open Space Easement.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. Grant of Public Trail Easement

(a) Easement Scope and Description. San Francisco hereby quitclaims to District a non-exclusive public trail easement in gross for the extension of the San Francisco Bay Trail between the Ravenswood Open Space Preserve to the east and University Avenue to the west, for (i) constructing and maintaining trail improvements as described in **Sections 1(e)** and **1(h)**; (ii) making the trail available to the public for walking, hiking, jogging, bicycling, nature study and bird watching; (iii) use of power-driven mobility devices by persons who have mobility impairments; and (iv) access by maintenance and patrol vehicles and emergency vehicles in the case of emergency within the Trail Easement Area (the "**Trail Easement**"). The "**Trail Easement Area**" is that portion of San Francisco's Property consisting of a strip of land twenty (20) feet wide, described in the legal description and shown on the plat map attached hereto as Exhibit D and incorporated herein by this reference.

(b) Term; Effective Date. The term of the Trail Easement shall commence on the Effective Date and shall be perpetual for public trail purposes in accordance with Public Resources Code Section 5540. The "**Effective Date**" shall be the date on which the last of the following shall have occurred: (i) This Agreement shall have been executed and delivered by both parties; (ii) this Agreement shall have been approved and authorized by San Francisco's Public Utilities Commission, Board of Supervisors and Mayor, and (iii) this Agreement shall have been approved by District's Board of Directors.

(c) Termination. If Holder abandons the Trail Easement, or vacates the Trail Easement Area for a period of two (2) years without the consent of SFPUC, then the Trail Easement shall terminate, provided that SFPUC gives 90 days' advance written notice of such termination to Holder. If abandonment or vacation is the result of war, strike, embargo, riot, civil commotion, acts of public enemies, flood, earthquake or other natural disaster, or any other similar cause beyond Holder's control, and Holder notifies SFPUC after the date that the nonuse of the Trail Easement Area begins, such involuntary period of nonuse shall be excluded in computing the period set out above.

(d) Use Restrictions. Use of the Trail Easement Area shall be limited to the public recreational uses described in **Section 1(a)** and the use by Holder's staff and contractors for trail patrol, trail maintenance, construction and repair purposes, and emergency access. Under no

circumstances shall the public be permitted to operate motorized vehicles within the Trail Easement Area, except as permitted under the Americans with Disability Act ("ADA"). Holder's agents may operate motorized vehicles within the Trail Easement Area only as needed for trail patrol, trail maintenance, construction, repair, and emergency access purposes. The right of the public to use the trail within the Trail Easement Area is subject to compliance with rules established from time to time by Holder and approved in writing by SFPUC, which approval shall not be unreasonably withheld. Such rules will, at a minimum, prohibit, within the Trail Easement Area, littering, dumping, Hazardous Material (as defined in Section 5), and vandalism, prohibit trail users from entering San Francisco's land adjacent to the trail, prohibit motorized vehicles except as required by the ADA, and prohibit animals other than service dogs for those who qualify under the ADA (which dogs shall be controlled by tether, leash, harness or other physical restraint). The rules shall limit the public's use of the Trail Easement Area to the period from sunrise to sunset; provided, however, the Trail Easement Area may be open to the public from 5 AM until 10 PM if Holder is available during the pre-sunrise and post-sunset hours to respond to issues related to trail use during such hours. Holder shall not cause or allow any of its employees, contractors, volunteers or agents to cause any Hazardous Material (as defined in Section 5) to be brought upon, kept, used, stored, generated, released or disposed of in, on, under or about the Trail Easement Area, or transported to, from or over the Trail Easement Area. Notwithstanding the foregoing, Holder is permitted to bring onto the Trail Easement Area (i) motorized vehicles, containing fuel in the fuel tanks and motor oil, for the authorized purposes described above, and (ii) materials and products that may contain material considered hazardous, to the extent necessary for trail maintenance, construction or repair purposes, provided that any such products and materials shall be used with due care, in compliance with all applicable laws, applicable provisions of this Agreement, and SFPUC's reasonable requirements, and such products and materials are stored offsite when not in use.

(e) Trail Construction. Holder shall construct a trail within the Trail Easement Area (the "Public Trail") in accordance with plans and specifications approved in advance by SFPUC's Water Supply and Treatment Division and Natural Resources and Land Management Division. The provisions of Sections 1(h)(ii) and 1(h)(iii) apply to such improvements. Holder acknowledges that SFPUC's review and approval of the plans and specifications does not relieve Holder or its contractors of any liability for negligence, errors or omissions associated with the design or construction of the Public Trail. In no event shall SFPUC's approval of the plans and specifications be deemed to constitute a representation or warranty by San Francisco concerning the suitability of the Public Trail for Holder's purposes or that the work called for in the plans and specifications complies with applicable building codes or other applicable laws or industry standards nor shall such approval release Holder from Holder's obligation to supply plans and specifications that conform to applicable codes, other laws and industry standards. The surface of the Public Trail shall be constructed from an all-weather material. Holder shall install and operate gates as needed in SFPUC's reasonable judgment for safety and security purposes, which shall include a gate at each end of the Public Trail. Holder shall construct a physical barrier adequate in San Francisco's reasonable judgment to prevent trail users from accessing San Francisco's facilities. San Francisco reserves the right to require an additional or replacement barrier (e.g. fencing or gates) in the future if necessary in San Francisco's judgment to separate traffic on the Service Road from trail users or to prevent trail users from entering San Francisco's Valve Lot. All costs and expenses associated with the design and construction of the Public Trail shall be Holder's responsibility. Upon the completion of construction of the Public Trail, Holder shall

prepare a survey of the actual alignment of the Public Trail and have a legal description of the Public Trail prepared based on such survey. If the Public Trail is located outside the Trail Easement Area due to changes in alignment of the Public Trail required because of site conditions, and if San Francisco in its sole discretion approves the deviation, the parties agree to record an amendment to this Agreement so that the Trail Easement includes the as-built legal description of the Public Trail. The General Manager of SFPUC shall have the authority to execute and record the amendment without further action by SFPUC's Commission or City's Board of Supervisors or Mayor. The General Manager of the District shall have the authority to execute and record the amendment without further action by District's Board of Directors.

(f) Patrol and Enforcement. When the Public Trail is constructed and opened for public use within the Trail Easement Area, Holder, at its expense, shall be responsible for patrolling the Trail Easement Area, enforcing the use restrictions described in subparagraph (d) above and other applicable laws, and providing emergency medical responses necessitated by public use of the Trail Easement Area. Holder shall coordinate with SFPUC and San Mateo County on emergency medical responses. Holder shall provide SFPUC with a summary of medical responses and enforcement incidents occurring within the Trail Easement Area on a monthly basis or at such other intervals as Holder and SFPUC may reasonably agree upon. If Holder's patrols and enforcement efforts are insufficient to address violations of the trail rules or this Agreement, San Francisco may avail itself of the remedies in Section 21. Holder shall have the right to access and use the Service Road in order to comply with the terms of this paragraph. Holder may contract with other public agencies, such as Menlo Park or East Palo Alto, or with contractors such as California Land Management, to perform or assist with the performance of Holder's patrol and enforcement obligations under this Section and Section 1(d) above.

(g) Trail Realignment. In the event that relocation of the Trail Easement is needed due to San Francisco's or another entity's operational needs, the Parties shall consult and provide for relocation of the Trail Easement to a mutually acceptable location.

(h) Repair and Maintenance.

(i) Responsibility for Maintenance, Repair and Replacement. Holder shall be responsible for operating, repairing and maintaining the Public Trail in good, clean and neat condition and for implementing, maintaining, repairing (and replacing when necessary) the Public Trail improvements, including trail gates, trail surface, any physical barrier constructed by or for Holder to separate the Public Trail from traffic on the Service Road or to prevent trail user access to San Francisco's facilities, and any associated drainage and erosion control improvements. In addition, Holder shall maintain the Public Trail in a safe, passable condition and free of hazardous conditions including vegetation overgrowth and down trees. Holder shall perform all such operations, maintenance, repair and replacement at its sole cost and expense, except that for the section of the Public Trail that overlaps with San Francisco's Service Road, San Francisco and Holder shall each bear one-half the cost of the maintenance, repair and any necessary replacement of the surface of the trail and associated drainage improvements. Holder may contract with other public agencies, such as Menlo Park or East Palo Alto, or with contractors such as California Land Management, to perform or assist with the performance of Holder's obligations under this Section.

(ii) Project Review; SFPUC Requirements. Holder shall submit a project review application to San Francisco not less than ninety (90) days before undertaking any proposed construction, maintenance, repair or replacement of the Public Trail improvements ("Project"), and shall undergo SFPUC's project review process ("Project Review"). After Holder has undergone Project Review for one or more trail maintenance projects, San Francisco's Watershed Manager or his or her delegee shall have discretion to waive the Project Review meeting requirement (but not the Project Review application requirement) in subsequent similar cases. If SFPUC has not taken action to approve or disapprove Holder's Project Review application within ninety (90) days after its submittal, such application shall be deemed approved and Holder may undertake the Project identified in the Project Review application, provided that: (i) Holder notifies San Francisco upon expiration of such 90-day period, that the Project will be deemed approved if San Francisco fails to take action to approve or disapprove the application within ten (10) days after receipt of such notice, and (ii) San Francisco fails to take action to approve or disapprove the Project within such 10-day period. If the timing or method of the proposed Project would adversely impact San Francisco's Property or operations, Holder and San Francisco shall agree upon an alternate reasonable time period and/or method for the Project. If a drainage problem or other trail failure necessitates trail repairs outside of the Trail Easement Area but within San Francisco's Property in order to maintain the integrity of the Public Trail, Holder shall obtain San Francisco's written consent through the Project Review process prior to undertaking repairs outside of the Trail Easement Area, and such consent shall not be unreasonably withheld. In conducting any Project, Holder shall comply with all reasonable conditions and measures imposed by SFPUC. SFPUC may require that Holder obtain an SFPUC access permit and be prepared to display it to SFPUC staff during Holder's maintenance, repair and construction operations on San Francisco's Property. Any Project shall be conducted by Holder so as to minimize the impact to San Francisco's Property and operations.

(iii) Notice to Construction Inspector and Dispatch Operator. At least ten (10) business days prior to the commencement of any permitted Project, Holder shall notify SFPUC's construction inspector ("Construction Inspector"), currently at (650) 871-3015, of the date such Project shall commence and the intended construction schedule. The Construction Inspector may require Holder to adjust such schedule from time to time. Holder shall notify SFPUC's dispatch operator ("Dispatch Operator"), currently at (650) 872-5900, 48 hours before commencing any approved Project, and during the period of such operations, Holder shall notify the Dispatch Operator daily when commencing and ending such Project in the Trail Easement Area.

(iv) Maintenance and Repair to Prevent Safety Hazards. Notwithstanding the foregoing notice and Project Review requirements, where conditions pose a risk of injury or harm to users of the Public Trail, Holder may conduct maintenance, repair or other action to minimize the risk of harm, including repair of potholes and pavement cracks, removal of vegetation or other obstructions on the Public Trail, replacement or repair of signage, repair or replacement of existing gates and fencing, and restriping of the Public Trail. Unless such condition requires an emergency repair as described in Section I(h)(v), below, at least ten (10) days prior to commencement of such work, Holder shall notify the Construction Inspector of the date such work shall commence and the intended construction schedule; Holder shall also notify the Dispatch Operator 48 hours before commencing such work, and during the period of such work, shall notify the Dispatch Operator daily when commencing and ending such work in the Trail Easement Area.

Notwithstanding the foregoing, if the Project would entail substantial excavation or potential significant impacts to sensitive species, wetlands, or other protected environmental or cultural resources, or if the Project would affect SFPUC's utility infrastructure, then Holder shall submit a Project Review application and obtain SFPUC's approval before undertaking the work, except for such emergency repair as provided in Section 1(h)(v), below.

(v) Emergency Repairs. Notwithstanding the foregoing notice and Project Review requirements, in the event of an emergency posing a threat to public health or safety or imminent injury to persons or damage to property, Holder may conduct maintenance or take other action needed to prevent or minimize a threat to public health or safety or imminent damage to property. In such instance, Holder shall contact the Dispatch Operator before commencing the work, and shall provide written notice as soon as reasonably practical thereafter (which may be after the emergency work is completed).

(vi) Failure to Perform. If Holder fails to perform any of its obligations under this Agreement to maintain the Public Trail and associated erosion control and drainage improvements in good condition, order and repair, then San Francisco may avail itself of the remedies described in Section 21.

(i) Survey. All survey costs to determine the location of the Trail Easement Area and the Public Trail shall be borne solely by Holder.

(j) Non-Exclusive Use; Reserved Rights. District acknowledges by acceptance of this Trail Easement that the present uses of the Trail Easement Area are compatible with the purpose of the Trail Easement. The Trail Easement shall be non-exclusive, and San Francisco reserves all rights that are not inconsistent with, and that do not unreasonably interfere with, Holder's use of the Trail Easement Area or its intended purposes as permitted under this Agreement, including without limitation the right, from time to time, to use the Trail Easement Area to (i) establish crossings by utilities, streets and walkways; (ii) maintain, repair, improve, use, replace, modify, expand and/or relocate roads on San Francisco's Property; (iii) maintain, operate, repair and replace as necessary any other existing improvements within the Trail Easement Area such as, without limitation, any fences, utility lines and water system facilities; (iv) erect new fences provided such fences do not unreasonably impede Holder's ability to patrol the Trail Easement Area or interfere with public use of the Trail Easement Area; (v) install, maintain, operate, repair and replace as necessary pipes, conduits and other water system facilities; (vi) install, maintain, operate, repair and replace as necessary utility lines and poles; (vii) conduct vegetation management operations consistent with San Francisco's vegetation management policy, as modified from time to time; (viii) take prudent actions to prevent, abate or mitigate significant injury to San Francisco's Property from causes beyond San Francisco's control, such as fire, flood, storm, earth movement and trespass; (ix) remove feral and/or non-native animal species as required by law or as deemed necessary by San Francisco in its sole discretion for conservation or public health reasons; and (x) pest control operations. This Agreement conveys no rights affecting the use of San Francisco's lands outside the Trail Easement Area, and San Francisco reserves the right to use its lands outside the Trail Easement Area in any lawful manner.

(k) If at any time San Francisco believes that the Public Trail should be closed for reasonable periods for safety reasons, habitat preservation, maintenance or SFPUC operational

needs, San Francisco will notify Holder at least ten (10) business days in advance, and San Francisco and Holder will jointly determine whether the Public Trail will be closed and the manner and duration of the trail closure. If the closure is to respond to an emergency, or for public safety reasons, San Francisco may close the Public Trail without the required notice but shall provide notice as soon as practicable before or after the closure but in no event more than three business days after the trail closure begins, and thereafter the Parties shall jointly determine the duration and any desired revisions to the manner of closure. San Francisco shall make every reasonable effort to provide detours or other alternate routes for the public during any period of trail closure exceeding seven (7) days; provided that San Francisco shall not be obligated to incur significant expenses to do so. San Francisco shall provide and post public notices of the closure ten days in advance of a closure at the closest trail access points or immediately at the site and within 24 hours at access points in the case of an emergency, and provide the Holder with a closure map suitable for public posting.

2. Release of Open Space Easement. As a condition to the effectiveness of the Trail Easement, Holder shall release and convey to San Francisco the Open Space Easement, by quitclaim deed or other instrument satisfactory to San Francisco.

3. Requirements of Law. Holder shall comply with all present and future laws, rules, orders, ordinances, regulations, statutes, requirements, codes, and executive orders (collectively, "Laws") of all governmental authorities now existing or hereafter created affecting the Trail Easement granted herein, or uses thereof.

4. Mechanic's Liens. Holder shall hold harmless, indemnify and defend San Francisco from and against any mechanic's or other liens arising from Holder's work or claims by contractors or laborers for compensation for work performed for Holder, including any liabilities, costs, losses, damages, expenses, causes of action, claims or judgments (including court costs and reasonable attorneys' fees) on account of such mechanic's or other liens or claims by contractors or laborers.

5. As-Is Conveyance. Holder agrees and acknowledges that San Francisco makes no representations or warranties as to the state of title or physical condition of the Trail Easement Area or its suitability for Holder's purposes. Neither San Francisco nor anyone acting for or on behalf of San Francisco has made any representation, statement, warranty or promise to Holder concerning the physical aspects or condition of the Trail Easement Area including, without limitation, conditions of the soil, land use restrictions, permits for the Trail Easement or its use, existence or non-existence of Hazardous Material, as defined below, or suitability for the purpose for which Holder plans on using the Trail Easement. Holder specifically acknowledges that it accepts the Trail Easement and Trail Easement Area in its "As-Is" physical condition and "As-Is" state of repair, with all faults, including any unauthorized encroachments that may currently exist or subsequently be placed within the Trail Easement Area. Nothing in this Agreement shall obligate San Francisco to cause encroachments to be removed, or to modify or repair the Trail Easement Area or any of San Francisco's Property or to maintain it to any particular standard. Holder shall have the right, but not the obligation, to take lawful measures, including litigation, to cause encroachments to be removed from the Trail Easement Area, and to the extent that the fee owner's cooperation is required in such measures, San Francisco shall reasonably cooperate in same; provided, however, that San Francisco shall not be required to incur expenses or assume liability in connection with such measures.

"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, 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; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any flammable materials, explosive, hazardous or toxic substances, or related materials defined in the Hazardous Materials Transportation Act, as now or hereafter amended (49 U.S.C. Sections 1801, et seq.), any asbestos and asbestos containing materials whether or not such materials are part of the Trail Easement Area or are naturally occurring substances in the Trail Easement Area, and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids. 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 Trail Easement Area. Holder shall have no cleanup liability, nor any obligation to defend, hold harmless or indemnify hereunder from and against any Claims (as defined in Section 8) resulting from any pre-existing Hazardous Material conditions not caused by Holder, or its agents or invitees, unless Holder's or its agents' or invitees' handling, excavation, relocation, investigation, disposal or other exercise of control over San Francisco's Property exacerbates such pre-existing Hazardous Material which results in San Francisco incurring new or additional costs, liability or other Claims, in which event Holder shall be responsible for cleanup and shall indemnify, defend and hold San Francisco and its officers, agents, employees and contractors harmless from such new or additional Claims only to the extent of such new or additional costs, liability and/or other Claims. The term "exacerbates" means an act that causes the increased migration of a plume of Hazardous Material in sediments, groundwater, or surface water or causes a release of Hazardous Material that had been contained until that act.

6. Assignment. The Holder shall have the ability to assign this trail easement to another public agency or to a non-profit entity with an open space or park purpose, in accordance with Public Resources Code 5540.6, subject to San Francisco's prior written consent which San Francisco may grant or withhold at its reasonable discretion. In determining whether to approve a proposed assignment, San Francisco may consider such factors as the proposed assignee's demonstrated ability and capacity, in terms of budget, personnel and experience, to perform the Holder's obligations under this Agreement, including maintenance, repair, patrolling and enforcement obligations.

7. Insurance.

(a) Holder shall procure and keep in effect at all times during the term of this Agreement, at Holder's expense, and cause its contractors and subcontractors to maintain at all times during any construction activities on the Trail Easement Area insurance as follows: (i) Commercial General Liability Insurance with limits not less than Two Million Dollars (\$2,000,000) 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 One Million Dollars (\$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 Holder uses or causes to be used any vehicles in connection with its use of the Trail Easement Area, and (iii) Workers' Compensation Insurance, including employer's liability coverage with limits of not less than One Million Dollars (\$1,000,000) each accident. The requirements of this Section may be satisfied by delivery to San Francisco evidence reasonably satisfactory to San Francisco of equivalent insurance coverage provided by membership in a governmental agency self-insured program.

(b) All policies required hereunder shall provide for the following: (i) name as additional insureds the City and County of 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 Agreement 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 Holder's 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 Holder's activities (and Holder's agents and invitees) under this Agreement (excluding nonnegligent aggravation of existing conditions with respect to Hazardous Material).

(c) All insurance policies required to be maintained by Holder hereunder shall be endorsed to provide thirty (30) days prior written notice to San Francisco of cancellation for any reason, intended non-renewal, or reduction in coverage to Holder. Notice to San Francisco shall be mailed to the address(es) for San Francisco set forth in Section 11 below.

(d) Prior to the Effective Date of this Agreement, Holder shall deliver to San Francisco 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. In the event Holder shall fail to procure such insurance, or to deliver such policies or certificates, San Francisco may procure, at its option and after providing reasonable notice of such to Holder, the same for the account of Holder, and the cost thereof shall be paid to San Francisco within thirty (30) days after delivery to Holder of bills therefor.

(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, Holder shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the Agreement expiration or termination, to the effect that should any occurrences during the Agreement term give rise to claims made after expiration or termination of the Agreement, such claims shall be covered by such claims-made policies.

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

(h) Holder's compliance with the provisions of this Section shall in no way relieve or decrease Holder's indemnification obligations under this Agreement or any of Holder's other obligations hereunder. Notwithstanding anything to the contrary in this Agreement, this Agreement shall terminate immediately, without notice to Holder, upon the lapse of any required insurance coverage. Holder shall be responsible, at its expense, for separately insuring Holder's personal property.

8. Indemnity. Holder will protect, indemnify, defend, and hold San Francisco and San Francisco's officers, directors, commissioners, employees, agents, volunteers, contractors, successors, assigns, members, and partners (each, an "Indemnified Party") harmless from and against any and all loss, liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and all costs, disbursements and expense of legal counsel) (collectively, "Claims") imposed upon or incurred by or asserted against San Francisco or any other Indemnified Party by reason of or arising out of the occurrence or existence of any of the following (except to the extent such Claims are caused by San Francisco's negligence or willful misconduct): (a) any accident, injury or death of person(s) (including recreational trail visitors/users, invitees, contractors, employees, agents and workers) or losses of or damage to property occurring within the Trail Easement Area; or (b) any release or discharge of Hazardous Material, as defined in Section 5, caused by Holder or its agents, contractors or invitees, or (c) any failure by Holder to faithfully observe or perform any of the terms, covenants or conditions of this Agreement; or (d) arising out of or in any way connected with any use, possession, occupation, operation, maintenance, management or condition of the Trail Easement Area, or the Public Trail.

9. No Liability. Neither San Francisco nor any of its Board or Commission members, officers, agents, contractors or employees shall be liable for any loss, damage, or injury whatsoever to the person or property of any person or entity whatsoever, including but not limited to, any employee, invitees, agents or contractors of San Francisco, resulting from or arising out of any act or omission by Holder or its agents, contractors, volunteers or invitees, or the use or occupancy of the Trail Easement Area by Holder or its agents, contractors, volunteers or invitees, or directly or

indirectly from any state or condition of the Trail Easement Area, except to the extent such state or condition is caused by the negligence or willful misconduct of San Francisco.

10. Public Visitor Recreational Immunity. Any permission given by San Francisco for entry by public recreational visitors on or over the Trail Easement Area is given only for recreational purposes described in Section 1(a), and San Francisco gives no assurances to public recreational visitors that such premises are safe for such purposes. It is the intent of this paragraph to preserve for San Francisco any and all recreational use immunities and any other immunities provided for under Section 831.4 of the California Government Code and Section 5075.4 of the California Public Resources Code and under any other applicable Laws or statutes, now or hereafter in effect, eliminating or limiting to the fullest extent permitted by law San Francisco's liability for, or providing immunity from, claims against San Francisco by third parties. It is also the intent of this paragraph to preserve for Holder any and all recreational use immunities and any other immunities provided under California Government Code Sections 831.4 and 831.7 and under any other applicable Laws or statutes, now or hereafter in effect, eliminating or limiting Holder's liability for, or providing immunity from, claims against Holder by third parties. This paragraph is not intended to, nor shall it be construed to, limit, affect or restrict any rights of either Party or its officers, directors, agents or employees to assert any claims against the other Party to which it may otherwise be entitled to under this Agreement.

11. Notice. All notices, demands, consents, requests, approvals, disapprovals, designations or other communications (all of the foregoing hereinafter referred to as "notice") that any Party hereto gives to any other Party shall be in writing and shall be (a) served personally, or (b) sent by United States Postal Service within the boundaries of the continental United States for registered or certified delivery, return receipt requested, with postage prepaid, or (c) sent by next business day courier, postage prepaid, in each case addressed to the applicable recipient as follows:

If to San Francisco: San Francisco Public Utilities Commission
Natural Resources and Land Management
525 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102
Attn: Division Manager
Re: Midpeninsula Trail
Email: TRamirez@sfwater.org

With a copy to: San Francisco Public Utilities Commission
Real Estate Services
525 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102
Attn: Real Estate Director
Re: Midpeninsula Ravenswood Bay Trail
Email: RSRussell@sfwater.org

and to: Office of the City Attorney
Real Estate/Finance Team
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Re: SFPUC/Midpeninsula Ravenswood Bay Trail
Facsimile: (415) 554-4755

If to District: Midpeninsula Regional Open Space District
330 Distel Circle
Los Altos, CA 94022-1404
Attn: Real Property Manager
Telephone: (650) 691-1200
Facsimile: (650) 691-0485

and to: Midpeninsula Regional Open Space District
330 Distel Circle
Los Altos, CA 94022-1404
Attn: General Manager

Either party may, from time to time, by written notice to the other, designate a different address that will be substituted for the relevant address or addresses set forth above. If at the time of the giving of any notice, the address set forth in the County's property tax rolls for the owner of San Francisco's Property or the Holder Preserve is different than the address set forth above or the last address given for notices hereunder, the notifying party shall also send the notice to the address in the County's tax rolls. Any correctly addressed notice given by a method that provides confirmation of delivery shall be deemed given upon the earliest of confirmed delivery, confirmed attempted delivery or confirmed rejection of delivery. To facilitate communication, the preference is for Parties to provide notice through multiple methods, which may include electronic mail or telefacsimile as a duplicative method; however, neither telefacsimile nor electronic mail shall be a sufficient method of providing notice.

12. Subordination. The Trail Easement shall be superior to any and all deeds of trusts, mortgages, liens, ground leases, licenses, covenants or encumbrances recorded after the recordation of this Agreement that affect San Francisco's Property, and this Agreement shall survive the foreclosure or termination of any such instrument or interest. If San Francisco encumbers San Francisco's Property or any portion thereof prior to conveyance of this Trail Easement to Holder, San Francisco shall use reasonable efforts to deliver an executed consent of lien holder in which any lien holder or mortgagor consents to the Trail Easement and agrees that Holder's rights shall not be affected by any foreclosure or other remedy under such encumbrance so long as Holder performs its obligations under this Agreement.

13. No Partnership. Nothing contained in this Agreement shall be construed as making San Francisco and Holder joint venturers or partners.

14. Taxes.

(a) Subject to applicable law, Holder recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that Holder may be subject to the payment of property taxes levied on such interest under applicable law. Holder further recognizes and understands that any transfer or assignment permitted under this Agreement may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder.

(b) Holder agrees to pay taxes, including possessory interest taxes, if any, that may be lawfully assessed on the interest created by this Agreement and to pay any other taxes, excises, licenses, permit charges or assessments based on Holder's usage of the Trail Easement that may be imposed upon Holder by applicable law. Holder shall pay all of such charges when they become due and payable and before delinquency.

(c) Holder agrees not to allow or suffer a lien for any such taxes to be imposed upon the Trail Easement Area or upon any equipment or property of Holder located thereon without promptly discharging the same, provided that Holder, if so desiring, may have the reasonable opportunity to contest the validity of the same.

15. Covenant Not to Discriminate. In the performance of its obligations under this Agreement, Holder covenants and agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, height, weight, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status) against any employee of, any San Francisco employee working with, or applicant for employment with Holder.

16. Notification of Limitations on Contributions. Through its execution of this Agreement, Holder 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 (1) the San Francisco elective officer, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Holder 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. Holder further acknowledges that the prohibition on contributions applies to Holder, each member of Holder's board of directors, and Holder's chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than twenty percent (20%) in Holder; any subcontractor listed in the contract; and any committee that is sponsored or controlled by Holder. Additionally, Holder acknowledges that Holder must inform each of the persons described in the preceding sentence of the prohibitions

contained in Section 1.126. Holder further agrees to provide to San Francisco the names of each person, entity or committee described above.

17. Tropical Hardwoods and Virgin Redwoods. The City and County of San Francisco urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product, except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code. Holder agrees that, except as permitted by the application of Sections 802(b) and 803(b), Holder shall not use or incorporate any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product in the performance of this Agreement.

18. Restrictions on Use of Pesticides. Chapter 3 of the San Francisco Environment Code (the Integrated Pest Management Program Ordinance or "IPM Ordinance") describes an integrated pest management ("IPM") policy to be implemented by all departments of San Francisco. Holder shall not use or apply or allow the use or application of any pesticides on the Trail Easement Area or contract with any party to provide pest abatement or control services to the Trail Easement Area without first receiving San Francisco's written approval of an IPM plan that (i) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Holder may need to apply to the Trail Easement Area, (ii) describes the steps Holder will take to meet the San Francisco's IPM Policy described in Section 300 of the IPM Ordinance and (iii) identifies, by name, title, address and telephone number, an individual to act as the Holder's primary IPM contact person with San Francisco. Holder shall comply, and shall require all of Holder's contractors to comply, with the IPM plan approved by San Francisco and shall comply with the requirements of Sections 300(d), 302, 304, 305(f), 305(g), and 306 of the IPM Ordinance, as if Holder were a San Francisco department. Among other matters, such provisions of the IPM Ordinance: (a) provide for the use of pesticides only as a last resort, (b) prohibit the use or application of pesticides on property owned by San Francisco, except for pesticides granted an exemption under Section 303 of the IPM Ordinance (including pesticides included on the most current Reduced Risk Pesticide List compiled by San Francisco's Department of the Environment), (c) impose certain notice requirements, and (d) require Holder to keep certain records and to report to San Francisco all pesticide use at the Trail Easement Area by Holder's staff or contractors.

If Holder or Holder's contractor will apply pesticides at the Trail Easement Area, Holder must first obtain a written recommendation from a person holding a valid Agricultural Pest Control Advisor license issued by the California Department of Pesticide Regulation ("CDPR") and any such pesticide application shall be made only by or under the supervision of a person holding a valid, CDPR-issued Qualified Applicator certificate or Qualified Applicator license. San Francisco's current Reduced Risk Pesticide List and additional details about pest management on property owned by San Francisco can be found at the San Francisco Department of the Environment website, <http://sfenvironment.org/ipm>.

19. Conflict of Interest. Through its execution of this Agreement, Holder acknowledges that it is familiar with the provisions of Sections 15.103 of the San Francisco Charter, Article III, Chapter 2 of San Francisco's Campaign and Governmental Conduct Code and Sections 87100 et seq. and Sections 1090 et seq. of the Government Code of the State of California and certifies that it does not know of any facts which would constitute a violation of said provision, and agrees that

if Holder becomes aware of any such fact during the term of this Agreement, Holder shall immediately notify San Francisco.

20. Disclosure. Holder 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. Holder hereby authorizes San Francisco to disclose any records, information and materials submitted to San Francisco in connection with this Agreement.

21. Remedies

(a) Meet and Confer. In the event either Party believes the other Party to this Agreement has failed to comply with its terms, or wishes to propose an amendment to this Agreement to address any term or condition herein, or to discuss any operational issues concerning the Trail Easement, the Parties agree to meet and confer within thirty (30) days of receipt of a written request for consultation delivered to the other Party as set out in Section 11 herein. Notwithstanding the foregoing, if a Party, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate imminent, significant injury to persons, damage to property, or impairment of the security of San Francisco's facilities, such Party may pursue its remedies at law or in equity without pursuing the 30-day meet-and-confer process. Nothing in this paragraph shall diminish any right or remedy of either Party.

(b) Self Help. If San Francisco notifies Holder of a material default in Holder's performance of any of its maintenance, repair, patrol and/or enforcement obligations under Section 1 or Holder's material failure to pay sums owed by Holder under this Agreement, and Holder does not satisfactorily remedy the situation within 30 days after meeting and conferring pursuant to Section 21(a), San Francisco reserves the right, at its option, upon not less than ten (10) business days' prior notice to Holder, to (a) close the Public Trail within the Trail Easement Area until Holder provides an acceptable plan and the resources to cure the problem, or (b) remedy such failure for Holder's account and at Holder's expense. Notwithstanding the foregoing, no such prior notice shall be required if San Francisco, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate imminent, significant injury to persons, damage to property, or impairment of the security of San Francisco's facilities. Such action by San Francisco shall not be construed as a waiver of any other rights or remedies of San Francisco under this Agreement, and nothing herein shall imply any duty of San Francisco to do any act that Holder is obligated to perform. Within thirty (30) days after delivery of SFPUC's invoice for costs reasonably incurred by San Francisco under alternative (b) above, Holder shall pay the amount of the invoice to San Francisco; provided, however, if Holder reasonably disputes the amount, Holder shall timely pay the amount not in dispute and with such payment shall deliver notice of the amount in dispute and the specific reasons for such dispute. Holder and SFPUC shall negotiate in good faith and Holder shall pay SFPUC within 30 days after the parties agree on the costs and expenses reasonably incurred by San Francisco in remedying or attempting to remedy such failure. If the parties fail to reach agreement on the amount owed within sixty (60) days after Holder delivers the

original invoice, San Francisco may avail itself of any and all remedies available at law or in equity. Holder's obligations under this Section shall survive the termination of this Agreement.

22. Miscellaneous

(a) Non-Liability of San Francisco Officials, Employees and Agents. No elective or appointive board, commission, member, officer, employee or other agent of San Francisco shall be personally liable to Holder, its successors and/or assigns, in the event of any default or breach by San Francisco or for any amount which may become due to Holder, its successors and assigns, or for any obligation of San Francisco under this Agreement.

(b) Interpretation. The captions of this Agreement are inserted only as a matter of convenience and for reference. They do not define, limit or describe the scope or intent of this Agreement and they shall not affect the interpretation hereof. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein. Provisions in this Agreement relating to number of days shall be calendar days, unless otherwise specified, provided that if the last day of any period to give notice, reply to a notice or to undertake any other action occurs on a Saturday, Sunday or a bank or San Francisco holiday, then the last day for undertaking the action or giving or replying to the notice shall be the next succeeding business day. Use of the word "including" or similar words shall not be construed to limit any general term, statement, or other matter in this Agreement, whether or not language of non-limitation, such as "without limitation," "but not limited to" or similar words, are used.

(c) Exhibits. Each of the Exhibits referenced in this Agreement is attached hereto and incorporated herein. Each of the Recitals set forth above is incorporated into this Agreement.

(d) Amendment. This Agreement may be amended only by an instrument in writing executed by the Parties hereto or by their successors and assigns.

(e) Time. Time is of the essence of this Agreement.

(f) Written Consent Required. Whenever a Party is requested to consent or to approve of any matter with respect to which its consent or approval is required by this Agreement, such consent or approval shall be given in writing. Whenever this Agreement requires or permits the giving by San Francisco or SFPUC of any consent, approval or waiver, the General Manager of SFPUC, or his or her designee, shall be authorized to provide such consent, approval or waiver, except as otherwise provided by applicable law, including San Francisco's Charter, or by SFPUC's Real Estate Guidelines.

(g) Further Assurances. The Parties shall execute such further documents and instruments as may reasonably be required from time to time by the other Party to effectuate and carry out the provisions hereof and to take such further actions as may reasonably be required to give the terms hereof full force and effect for the benefit of the Parties.

(h) Severability. If any provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement (or the application of such provision to

persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law, except to the extent that enforcement of this Agreement without the invalidated provision would be unreasonable or inequitable under all the circumstances or would frustrate a fundamental purpose of this Agreement.

(i) Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of California and San Francisco's City Charter.

(j) Attorney 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 from the other reasonable attorneys' fees and costs and experts' fees and costs, and all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). If either party uses in-house counsel in such dispute, then for purposes hereof reasonable attorneys' fees for such counsel shall be based on the fees regularly charged by private attorneys with comparable experience in the jurisdiction in which such in-house attorney's office is located. The term "attorneys' fees" shall also include, without limitation, all such fees incurred with respect to appeals, mediations, arbitrations, and bankruptcy proceedings, and whether or not any action is brought with respect to the matter for which such fees were incurred. The term "costs" shall mean the costs and expenses of counsel to the parties, which may include printing, duplicating and other expenses, air freight charges, hiring of experts, and fees billed for law clerks, paralegals, and others not admitted to the bar but performing services under the supervision of an attorney.

(k) Necessary Approvals. San Francisco's obligations hereunder are contingent upon approval of this instrument by San Francisco's Public Utilities Commission, Board of Supervisors and Mayor, each in their respective sole discretion, and the Public Trail Easement shall be null and void if such approval is not obtained.

(l) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

///
///

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

SAN FRANCISCO:

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation

By: _____
John Updike, Director of Property

Date: _____

APPROVED AS TO FORM:

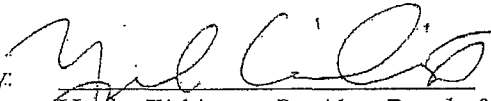
By: _____
Carolyn Johnson Stein
Deputy City Attorney

San Francisco Public Utilities Commission
Resolution No.: _____
Adopted _____, _____

San Francisco Board of Supervisors
Resolution No.: _____
Adopted _____, _____

DISTRICT:

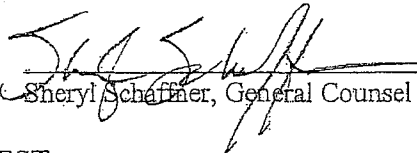
MIDPENINSULA REGIONAL OPEN SPACE DISTRICT, a Public District formed pursuant to Section 3 of Chapter 3 of Division 5 of the California Public Resources Code

By: 
Yoriko Kishimoto, President Board of Directors

Date: 11-16-16

Approved by Resolution # 16-60 on November 16 2016

APPROVED AS TO FORM:

By: 
Sheryl Schaffner, General Counsel

ATTEST:

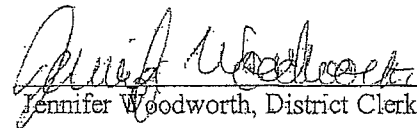
By: 
Jennifer Woodworth, District Clerk

Exhibit A

Legal Description of San Francisco's Property

Real property situated in San Mateo County, California, which is described under the headings *Parcel 46 Ravenswood Lands* and *Parcel 47 Ravenswood Road* in that Indenture dated March 3, 1930, recorded in the San Mateo County Recorder's Office on March 3, 1930, in Volume 491 at Page 1 of Official Records.

Exhibit B

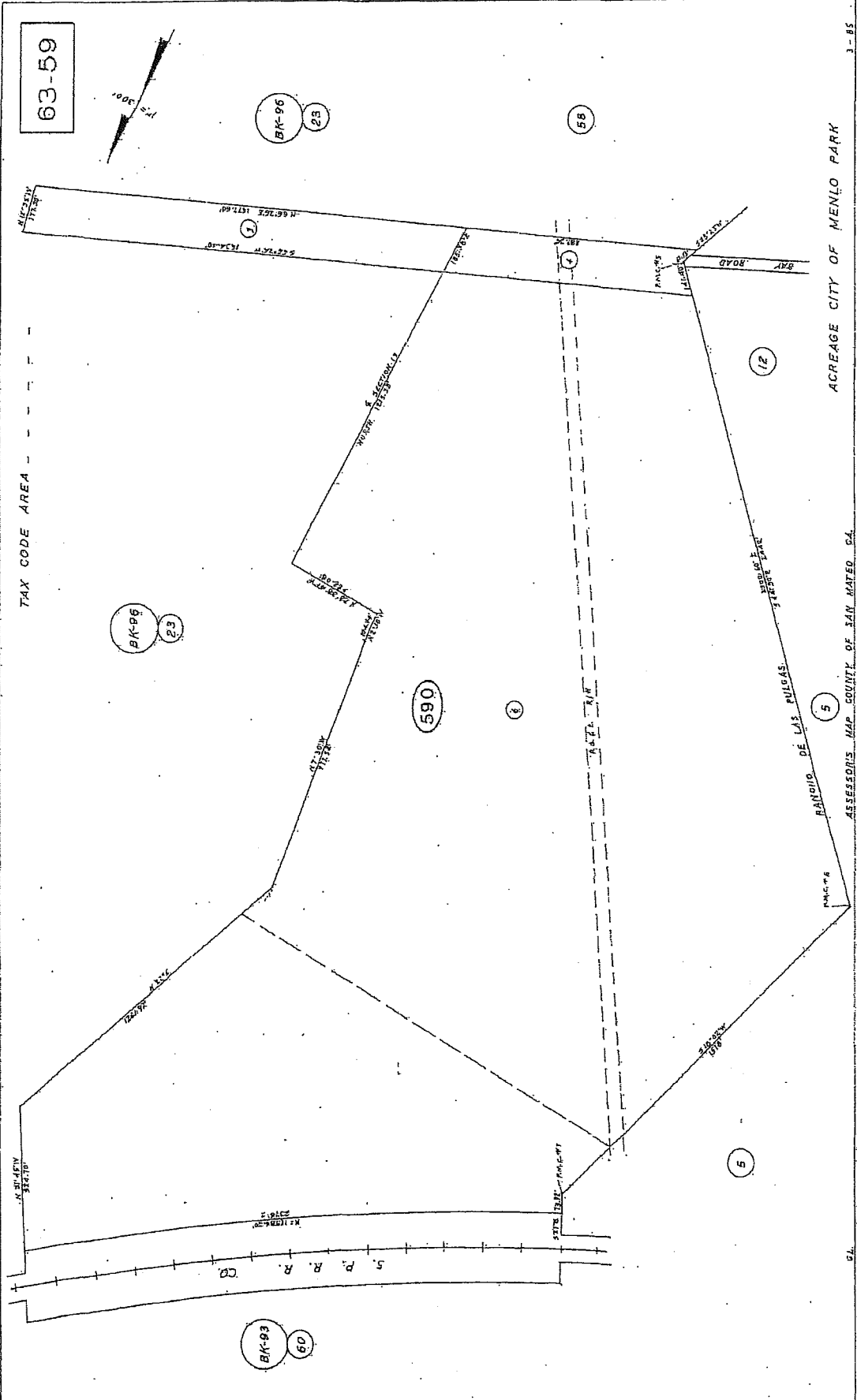
LEGAL DESCRIPTION

The land referred to herein below is situated in the City of Menlo Park, County of San Mateo, State of California and is described as follows:

Commencing at Station "P.M.C. 7" of the Official Survey of the Rancho de las Pulgas; thence south $18^{\circ}02'$ west 23 chains to the Station "P.M.C. 6", south $44^{\circ}30'$ east 37 chains to Station "P.M.C. 5", south $23^{\circ}23'$ west 61.13 feet; thence leaving said Rancho line North $66^{\circ}26'$ east 889.3 feet to the southerly terminus of that line described in Bondary Agreement, between Westbay Community Associates and Leslie Salt Company, recorded October 25, 1977 in Book 7639 of Official Records at page 283 (File No. 87853-AL), Records of San Mateo County, California, said terminus being described therein as being a point which is located south $00^{\circ}55'58''$ west 85.43 feet from a 2" x 2" wooden stake set for the north quarter corner of Section 30, T. 5s., R. 2 W., Mt. Diablo Meridian, said stake set 104.49 feet southerly of a found $3/4$ " iron pipe monument tagged "R.C.E. 5476", and 85.50 feet northerly of a similar found monument, and both of which found monuments are shown on the Record of Survey Map of 6.62 acre parcel in Menlo Park, California, recorded December 29, 1960 in Block 4 of L.L.S. Maps at page 100, Records of San Mateo County, California, and said quarter corner being distant north $22^{\circ}22'46''$ east 394.05 feet from a survey control point called "488-4", being a remset nail and a tin on the east footing of P.G. & E. Tower No. 10/68/2; thence northerly, and along the line described in said boundary line agreement the following courses; north $0^{\circ}55'58''$ east 1399.70 feet, north $88^{\circ}38'47''$ west 381.53 feet, north $1^{\circ}31'15''$ west 104.70 feet, north $6^{\circ}26'09''$ west 970.36 feet, north $22^{\circ}46'01''$ west 1249.03 feet, and north $30^{\circ}06'17''$ west 580 feet, more or less to the southeasterly line of the Southern Pacific Company 250 foot wide right of way and the named boundary, on a curve to the right, with a radius of 11,584.2 feet, an arc distance of 36 chains, more or less to a point on that certain course in the boundary of said Rancho de las Pulgas, extending from Station "P.M.C. 7" to P.M.C. "8"; thence along said course south 27° east 1.12 chains, more or less to the point of commencement.

APN: 063-590-060

63-59



TAX CODE AREA

ACREAGE CITY OF MENLO PARK

RANCHO DE LAS PULGAS

RANCHO CITY OF MENLO PARK

64

3-85

Exhibit C
Legal Description of and Plat Map of Trail Easement

November 29, 2016



ENGINEERS
SURVEYORS
PLANNERS

EXHIBIT C
LEGAL DESCRIPTION

All that certain real property situated partly in the City of East Palo Alto, County of San Mateo, State of California, being a portion of those certain parcels of land described in the deed to the City and County of San Francisco recorded March 3, 1930, in Volume 491 of Official Records at Page 1 (491 OR 1), Official Records of said county, being more particularly described as follows:

Being a portion of Parcel 46 and Parcel 47 as described on pages 57 & 58 in said deed 491 OR 1, more particularly described as follows:

BEGINNING at a point on the easterly right-of-way line of University Avenue, said point bears North $00^{\circ}37'02''$ West, 84.06 feet from the most westerly corner of Lot 3, Block 13, Tract No. 654, University Village Subdivision filed June 19, 1952, in Book 35 of Maps at Page 19, Records of said County;

Thence leaving said line along the line of said Parcel 46, North $35^{\circ}52'53''$ East 6.38 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said line, North $35^{\circ}52'53''$ East, 25.09 feet;

Thence leaving said line, North $88^{\circ}44'52''$ East, 2.86 feet to the beginning of a tangent curve to the left;

Thence along said curve, having a radius of 11.00 feet, through a central angle of $51^{\circ}45'38''$, an arc length of 9.94 feet;

Thence North $36^{\circ}59'15''$ East, 325.32 feet to the beginning of a tangent curve to the right;

Thence along said curve having a radius of 80.00 feet, through a central angle of $38^{\circ}23'25''$, an arc length of 53.60 feet;

Thence North $75^{\circ}22'39''$ East, 29.61 feet to the beginning of a tangent curve to the left;

Thence along said curve having a radius of 11,513.20 feet, through a central angle of $4^{\circ}48'33''$, an arc length of 966.36 feet to a point of reverse curvature;

Thence along said curve having a radius of 70.00 feet, through a central angle of $32^{\circ}58'56''$, an arc length of 40.30 feet to a point of reverse curvature;

Thence along said curve having a radius of 70.00 feet, through a central angle of $33^{\circ}27'04''$, an arc length of 40.87 feet;

Thence North $69^{\circ}44'37''$ East, 113.35 feet to the beginning of a tangent curve to the left;

Thence along said curve having a radius of 70.00 feet, through a central angle of $21^{\circ}15'40''$, an arc length of 25.98 feet;



November 29, 2016

Thence North $48^{\circ}28'56''$ East, 49.19 feet to the beginning of a tangent curve to the right;

Thence along said curve having a radius of 70.00 feet, through a central angle of $20^{\circ}35'27''$, an arc length of 25.16 feet to a point of reverse curvature;

Thence along said curve having a radius of 11,509.20 feet, through a central angle of $1^{\circ}11'26''$, an arc length of 239.13 feet to a point of reverse curvature;

Thence along said curve having a radius of 50.00 feet, through a central angle of $42^{\circ}32'03''$, an arc length of 37.12 feet;

Thence South $69^{\circ}34'59''$ East, 202.95 feet to the beginning of a tangent curve to the left;

Thence along said curve having a radius of 70.00 feet, through a central angle of $22^{\circ}27'04''$, an arc length of 27.43 feet;

Thence North $87^{\circ}57'57''$ East, 495.58 feet to the easterly line of said Parcel 46;

Thence along said easterly line, South $18^{\circ}11'42''$ West, 21.31 feet;

Thence leaving said line, South $87^{\circ}57'57''$ West, 488.21 feet to the beginning of a tangent curve to the right;

Thence along said curve having a radius of 90.00 feet, through a central angle of $22^{\circ}27'04''$, an arc length of 35.27 feet;

Thence North $69^{\circ}34'59''$ West, 202.95 feet to the beginning of a tangent curve to the left;

Thence along said curve having a radius of 30.00 feet, through a central angle of $42^{\circ}32'03''$, an arc length of 22.27 feet to a point of reverse curvature;

Thence along said curve having a radius of 11,529.20 feet, through a central angle of $1^{\circ}11'26''$, an arc length of 239.54 feet to a point of reverse curvature;

Thence along said curve having a radius of 50.00 feet, through a central angle of $20^{\circ}35'27''$, an arc length of 17.97 feet;

Thence South $48^{\circ}28'56''$ West, 49.19 feet to the beginning of a tangent curve to the right;

Thence along said curve having a radius of 90.00 feet, through a central angle of $21^{\circ}15'40''$, an arc length of 33.40 feet;

Thence South $69^{\circ}44'37''$ West, 113.45 feet to the beginning of a tangent curve to the right;

Thence along said curve having a radius of 90.00 feet, through a central angle of $33^{\circ}27'04''$, an arc length of 52.54 feet to a point of reverse curvature;

November 29, 2016



ENGINEERS
SURVEYORS
PLANNERS

Thence along said curve having a radius of 50.00 feet, through a central angle of 32°58'56", an arc length of 28.78 feet to a point of reverse curvature;

Thence along said curve having a radius of 11,533.20 feet, through a central angle of 4°47'06", an arc length of 963.16 feet;

Thence South 75°21'55" West, 34.52 feet to the beginning of a tangent curve to the left;

Thence along said curve having a radius of 60.00 feet, through a central angle of 38°23'25", an arc length of 40.20 feet;

Thence South 36°59'15" West, 325.32 feet to the beginning of a tangent curve to the right;

Thence along said curve having a radius of 31.00 feet, through a central angle of 51°45'38", an arc length of 28.01 feet;

Thence South 88°44'42" West, 18.00 feet to the **TRUE POINT OF BEGINNING.**

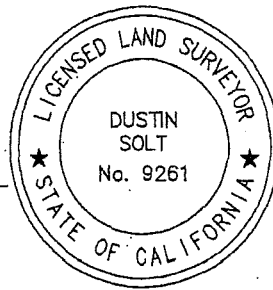
Containing 53,775 square feet or 1.23 acres, more or less.

All bearings and distances shown on this Exhibit are based upon the North American Datum of 1983 (NAD 83), California Coordinate System, Zone III, Epoch 1991.35. All distances shown hereon are grid distances. To convert to ground distance, multiply expressed distances by 1.000055883. Areas shown are calculated using grid distances. To convert to ground area, multiply the expressed area by 1.00011177.

A plat showing the above-described parcels is attached herein and made a part hereof as "EXHIBIT C-1"

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

Dustin Solt, PLS 9261



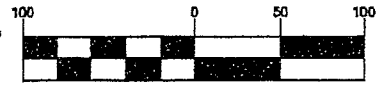
END OF DESCRIPTION

EXHIBIT C-1

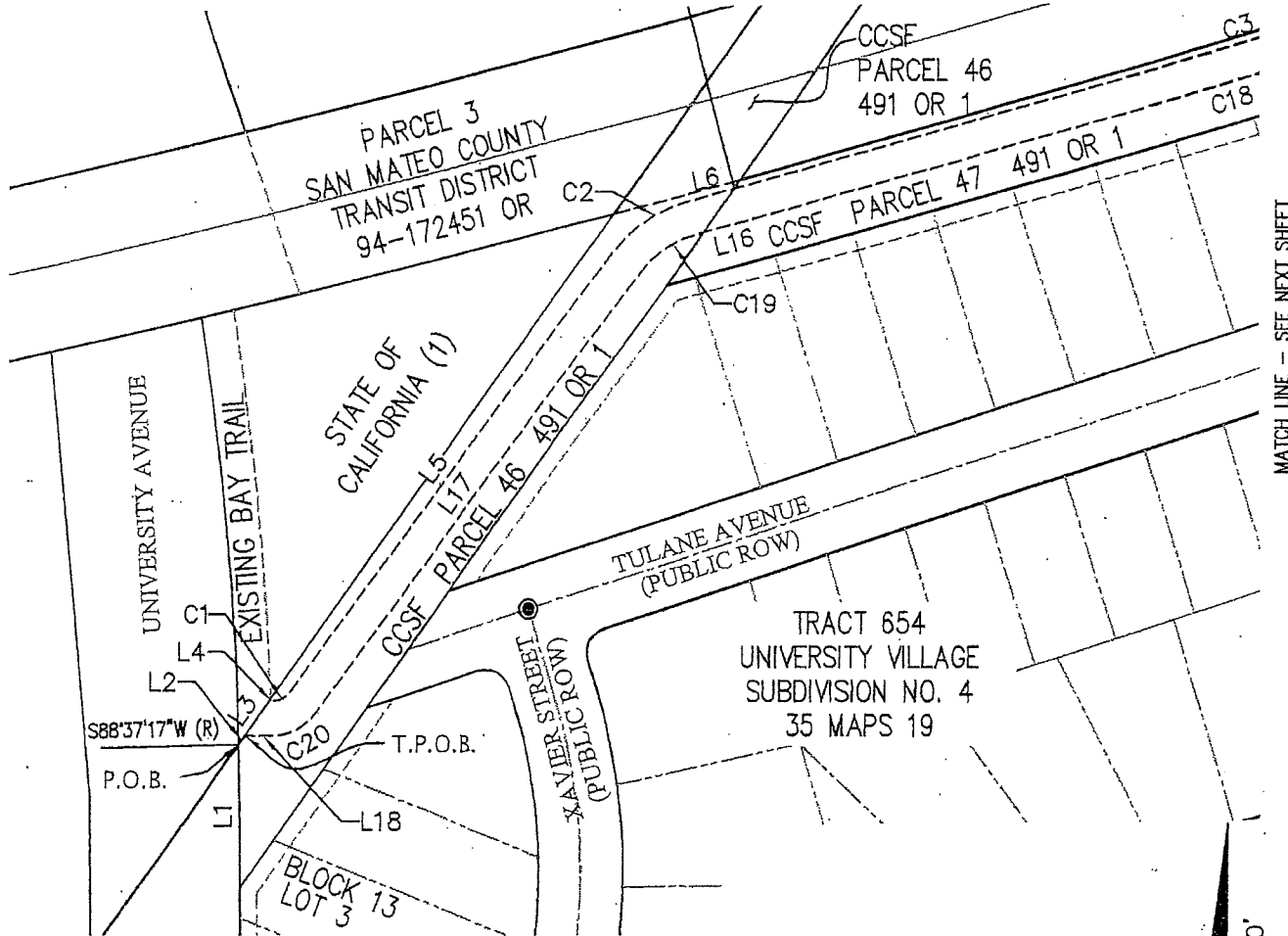
NOTE:

ALL BEARINGS AND DISTANCES SHOWN ON THIS EXHIBIT ARE BASED UPON THE NORTH AMERICAN DATUM OF 1983 (NAD83), CALIFORNIA COORDINATE SYSTEM, ZONE III, EPOCH 1991.35. ALL DISTANCES SHOWN ARE GRID DISTANCES. TO CONVERT TO GROUND DISTANCE, MULTIPLY EXPRESSED DISTANCES BY 1.000055883. AREAS SHOWN ARE CALCULATED USING GRID DISTANCES. TO CONVERT TO GROUND AREA, MULTIPLY THE EXPRESSED AREA BY 1.00011177.

GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.



MATCH LINE - SEE NEXT SHEET

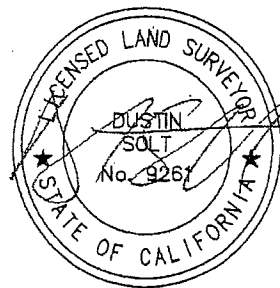


RECORD REFERENCES:

(1) PARCEL 45857-3 LANDS OF THE STATE OF CALIFORNIA 21095AT OR

LEGEND

- APN ASSESSOR'S PARCEL NUMBER
- CCSF LANDS OF CITY AND COUNTY OF SAN FRANCISCO
- C# CURVE TABLE REFERENCE
- LLS LICENSED LAND SURVEYOR'S
- L# LINE TABLE REFERENCE
- OR OFFICIAL RECORDS
- P.O.B. POINT OF BEGINNING
- (R) RADIAL
- T.P.O.B. TRUE POINT OF BEGINNING



255 SHORELINE DRIVE
SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

Subject TRAIL EASEMENT - EXHIBIT C-1

Job No. 20100085-51
By DS Date 11/29/16 Chkd. DES
SHEET 1 OF 5

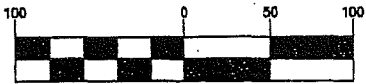
PLOT BY: [Signature]

EXHIBIT C-1

NOTE:

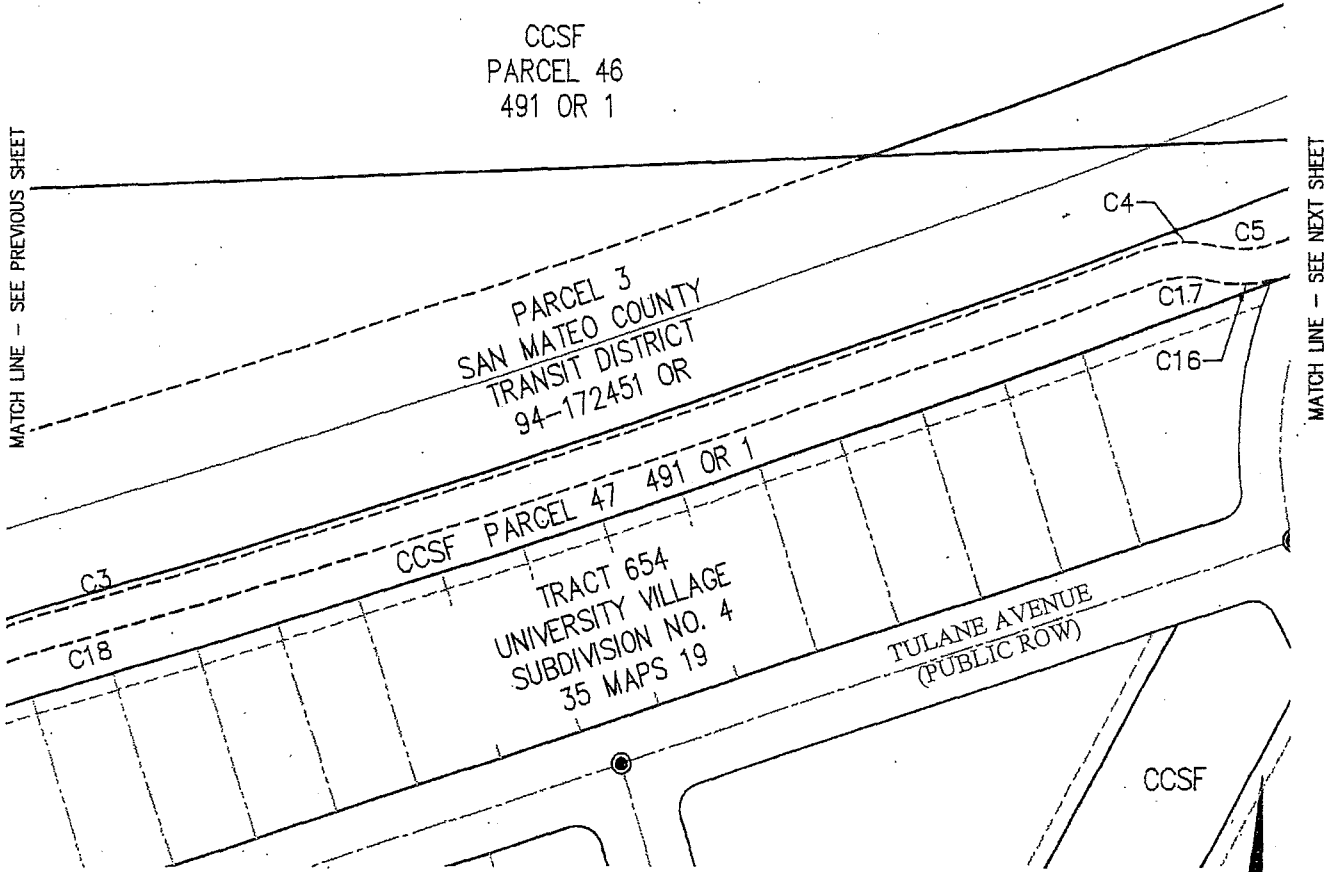
ALL BEARINGS AND DISTANCES SHOWN ON THIS EXHIBIT ARE BASED UPON THE NORTH AMERICAN DATUM OF 1983 (NAD83), CALIFORNIA COORDINATE SYSTEM, ZONE III, EPOCH 1991.35. ALL DISTANCES SHOWN ARE GRID DISTANCES. TO CONVERT TO GROUND DISTANCE, MULTIPLY EXPRESSED DISTANCES BY 1.000055883. AREAS SHOWN ARE CALCULATED USING GRID DISTANCES. TO CONVERT TO GROUND AREA, MULTIPLY THE EXPRESSED AREA BY 1.00011177.

GRAPHIC SCALE



(IN FEET)

1 inch = 100 ft.



RECORD REFERENCES:

(1) PARCEL 45857-3 LANDS OF THE STATE OF CALIFORNIA 21095AT OR

LEGEND

- APN ASSESSOR'S PARCEL NUMBER
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- LLS LICENSED LAND SURVEYOR'S
- L# LINE TABLE REFERENCE
- OR OFFICIAL RECORDS
- P.O.B. POINT OF BEGINNING
- (R) RADIAL
- T.P.O.B. TRUE POINT OF BEGINNING



255 SHORELINE DRIVE
 SUITE 200
 REDWOOD CITY, CA 94065
 650-482-6300
 650-482-6399 (FAX)

Subject TRAIL EASEMENT - EXHIBIT C-1

Job No. 20100085-51
 By DS Date 11/29/16 Chkd. DES
 SHEET 2 OF 5

PRINTED BY: BKF

EXHIBIT C-1

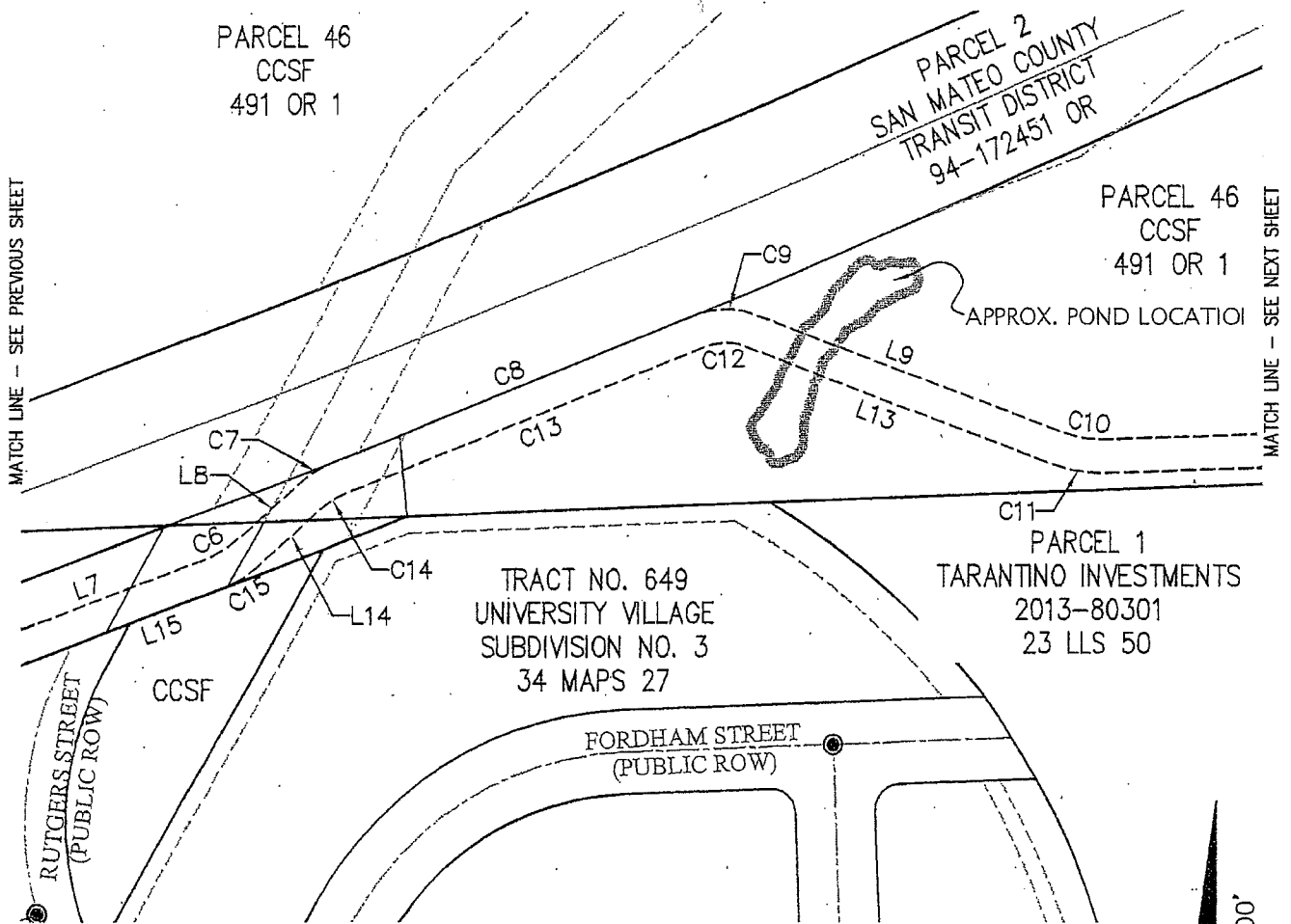
NOTE:

ALL BEARINGS AND DISTANCES SHOWN ON THIS EXHIBIT ARE BASED UPON THE NORTH AMERICAN DATUM OF 1983 (NAD83), CALIFORNIA COORDINATE SYSTEM, ZONE III, EPOCH 1991.35. ALL DISTANCES SHOWN ARE GRID DISTANCES. TO CONVERT TO GROUND DISTANCE, MULTIPLY EXPRESSED DISTANCES BY 1.000055883. AREAS SHOWN ARE CALCULATED USING GRID DISTANCES. TO CONVERT TO GROUND AREA, MULTIPLY THE EXPRESSED AREA BY 1.00011177.

GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.



RECORD REFERENCES:

(1) PARCEL 45857-3 LANDS OF THE STATE OF CALIFORNIA 21095AT OR

LEGEND

- APN ASSESSOR'S PARCEL NUMBER
- CCSF LANDS OF CITY AND COUNTY OF SAN FRANCISCO
- C# CURVE TABLE REFERENCE
- LLS LICENSED LAND SURVEYOR'S
- L# LINE TABLE REFERENCE
- OR OFFICIAL RECORDS
- P.O.B. POINT OF BEGINNING
- (R) RADIAL
- T.P.O.B. TRUE POINT OF BEGINNING



255 SHORELINE DRIVE
SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

Subject TRAIL EASEMENT - EXHIBIT C-1

Job No. 20100085-51

By DS Date 11/29/16 Chkd. DES

SHEET 3 OF 5

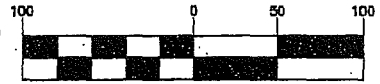
DRAWN BY: [illegible] PLOTTED BY: [illegible]

EXHIBIT C-1

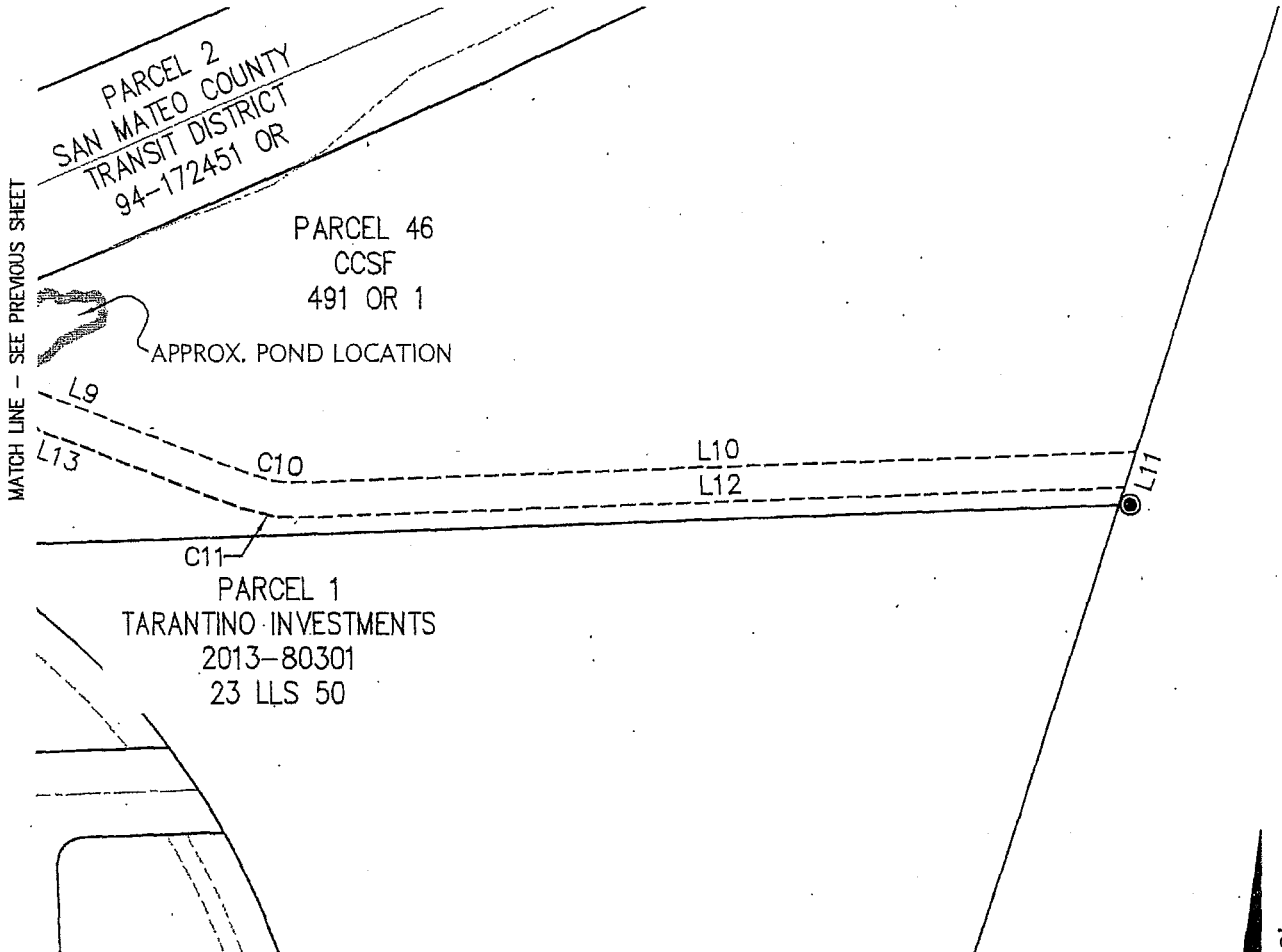
NOTE:

ALL BEARINGS AND DISTANCES SHOWN ON THIS EXHIBIT ARE BASED UPON THE NORTH AMERICAN DATUM OF 1983 (NAD83), CALIFORNIA COORDINATE SYSTEM, ZONE III, EPOCH 1991.35. ALL DISTANCES SHOWN ARE GRID DISTANCES. TO CONVERT TO GROUND DISTANCE, MULTIPLY EXPRESSED DISTANCES BY 1.000055883. AREAS SHOWN ARE CALCULATED USING GRID DISTANCES. TO CONVERT TO GROUND AREA, MULTIPLY THE EXPRESSED AREA BY 1.00011177.

GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.



RECORD REFERENCES:

(1) PARCEL 45857-3 LANDS OF THE STATE OF CALIFORNIA 21095AT OR

LEGEND

- APN ASSESSOR'S PARCEL NUMBER
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255 SHORELINE DRIVE
SUITE 200
REDWOOD CITY, CA 94065
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Subject TRAIL EASEMENT - EXHIBIT C-1

Job No. 20100085-51
By DS Date 11/29/16 Chkd. DES
SHEET 4 OF 5

PLOTTED BY: [illegible]

EXHIBIT C-1

NOTE:

ALL BEARINGS AND DISTANCES SHOWN ON THIS EXHIBIT ARE BASED UPON THE NORTH AMERICAN DATUM OF 1983 (NAD83), CALIFORNIA COORDINATE SYSTEM, ZONE III, EPOCH 1991.35. ALL DISTANCES SHOWN ARE GRID DISTANCES. TO CONVERT TO GROUND DISTANCE, MULTIPLY EXPRESSED DISTANCES BY 1.000055883. AREAS SHOWN ARE CALCULATED USING GRID DISTANCES. TO CONVERT TO GROUND AREA, MULTIPLY THE EXPRESSED AREA BY 1.00011177.

LINE TABLE		
LINE NO.	LENGTH	DIRECTION
L1	84.06'	N00°37'02"W
L2	6.38'	N35°52'53"E
L3	25.09'	N35°52'53"E
L4	2.86'	N88°44'52"E
L5	325.32'	N36°59'15"E
L6	29.61'	N75°22'39"E
L7	113.35'	N69°44'37"E
L8	49.19'	N48°28'56"E
L9	202.95'	S69°34'59"E
L10	495.58'	N87°57'57"E
L11	21.31'	S18°11'42"W
L12	488.21'	S87°57'57"W
L13	202.95'	N69°34'59"W
L14	49.19'	S48°28'56"W
L15	113.45'	S69°44'37"W
L16	34.52'	S75°21'55"W
L17	325.32'	S36°59'15"W
L18	18.00'	S88°44'52"W

CURVE TABLE			
CURVE NO.	LENGTH	RADIUS	DELTA
C1	9.94'	11.00'	51°45'38"
C2	53.60'	80.00'	38°23'25"
C3	966.36'	11513.20'	4°48'33"
C4	40.30'	70.00'	32°58'56"
C5	40.87'	70.00'	33°27'04"
C6	25.98'	70.00'	21°15'40"
C7	25.16'	70.00'	20°35'27"
C8	239.13'	11509.20'	1°11'26"
C9	37.12'	50.00'	42°32'03"
C10	27.43'	70.00'	22°27'04"
C11	35.27'	90.00'	22°27'04"
C12	22.27'	30.00'	42°32'03"
C13	239.54'	11529.20'	1°11'26"
C14	17.97'	50.00'	20°35'27"
C15	33.40'	90.00'	21°15'40"
C16	52.54'	90.00'	33°27'04"
C17	28.78'	50.00'	32°58'56"
C18	963.16'	11533.20'	4°47'06"
C19	40.20'	60.00'	38°23'25"
C20	28.01'	31.00'	51°45'38"



255 SHORELINE DRIVE
 SUITE 200
 REDWOOD CITY, CA 94065
 650-482-6300
 650-482-6399 (FAX)

Subject TRAIL EASEMENT - EXHIBIT C-1

Job No. 20100085-51

By DS Date 11/29/16 Chkd. DES

SHEET 5 OF 5

PLOTTER BY

EXHIBIT B

Quitclaim of Open Space Easement

(See following page)

WHEN RECORDED MAIL TO:

Midpeninsula Regional Open Space District
330 Distel Circle
Los Altos, CA 94022
Attention: Real Property Manager

NO TRANSFER TAX DUE
PUBLIC AGENCY ACQUIRING TITLE,
CALIFORNIA REVENUE AND
TAXATION
CODE SECTION 11922
Deed to a Public Entity

QUITCLAIM DEED

DULY RECORDED WITHOUT FEE
Pursuant to Government Code
Sections 6103, 27383.
BY: MCW

For valuable consideration, receipt of which is hereby acknowledged, MIDPENINSULA REGIONAL OPEN SPACE DISTRICT ("Grantor"), a public district, does hereby REMISE, RELEASE AND QUITCLAIM to the CITY AND COUNTY OF SAN FRANCISCO ("Grantee"), a municipal corporation, all of its right, title and interest in the easement granted to Grantor by Grantee in the GRANT OF OPEN SPACE EASEMENT AND AGREEMENT filed in the office of the County Recorder of San Mateo County, State of California, on January 31, 2011, as Instrument 2011-012365 ("Easement Agreement"). Upon the execution and recording of this Quitclaim Deed, the Easement Agreement shall have no further force or effect.

APNs 093-590-030, 093-590-050 and 093-590-060 (Portion)

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

Midpeninsula Regional Open Space District

Stephen E. Abbors
Stephen E. Abbors, General Manager

State of California
County of Santa Clara

On November 16th, 2014 before me, Jenni Fox Woodworth, notary public personally appeared Stephen E. Abbors

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 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 official seal.

Jennifer Woodworth
Signature

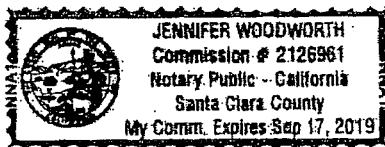


EXHIBIT C

Preliminary Report



Issuing Policies of Chicago Title Insurance Company

Order No.: 15604104-156-TAD-JM

Title Officer: Jeff Martin

TO:

Chicago Title Company
455 Market Street, Suite 2100
San Francisco, CA 94105
(415) 788-0871
(415) 896-9423

ATTN: Terry Duwel

PROPERTY ADDRESS: 5000 University Avenue, Menlo Park, CA

PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein, Chicago Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

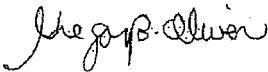
This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Chicago Title Insurance Company, a Nebraska Corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

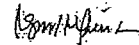
Chicago Title Company

By: 

Authorized Signature



By:



Randy Guzik, President

Attest:



Michael Gravelle, Secretary



PRELIMINARY REPORT

EFFECTIVE DATE: October 5, 2016 at 7:30 a.m.

ORDER NO.: 15604104-156-TAD-JM

The form of policy or policies of title insurance contemplated by this report is:

CLTA Standard Coverage Policy (04-08-14)

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A FEE

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

City and County of San Francisco, a municipal corporation

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

See Exhibit A attached hereto and made a part hereof.

EXHIBIT A
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MENLO PARK AND PARTLY IN THE CITY OF EAST PALO ALTO IN THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel One:

That certain strip of land 50 feet wide conveyed to Southern Pacific Company by Geraldine E.C. Frisbie by deed dated January 18, 1908, and recorded in Volume 147 of Deeds at Page 248, in the office of the County Recorder of San Mateo County, said strip or tract of land lying on the southerly side of the constructed main line track of the Central California Railway Company's railroad between two lines drawn parallel to and 50 feet and 100 feet distant, respectively, measured at right angles southeasterly from the surveyed "A" center line of the Central California Railway Company; and bounded on the Easterly side by the dividing line between the property of the Spring Valley Water Company and the property formerly owned by Geraldine E.C. Frisbie, which property line intersects said surveyed center line at Engineer Survey Station "A" 608 + 73; and on the Westerly side by the Southeasterly line of a private road belonging to Spring Valley Water Company, which Southeasterly road line forms the Northwesternly boundary of the said property formerly belonging to Geraldine E.C. Frisbie, which line intersects said surveyed center line at Engineer Survey Station "A" 617 + 78.3.

Parcel Two:

Commencing at a point on the Northerly boundary line of the Rancho de las Pulgas, distant thereon North 35° East 2.97 chains from Station "P.M.C. 11" of said Rancho; running thence along said Rancho line North 35° East 25.03 chains to Station "P.M.C. 10," North 45° 30' East 17 chains to Station "P.M.C. 9," East 5 chains to Station "P.M.C. 8," South 27° East 17 chains to Station "P.M.C. 7," South 18° 02' West 4.98 chains; thence leaving said Rancho line South 87° West 29.04 chains to a point distant 50 feet at right angles Southeasterly from the Northerly line of said Rancho; thence South 35° West 13.78 chains parallel to said Rancho line and distant 50 feet at right angles Southeasterly therefrom; thence South 1° 04' East 47.95 chains to the center line of the county road known as the "Bay Road;" thence along the center line of said road South 88° 30' West 50 feet; thence leaving the center line of said road North 1° 04' West 48.20 chains to the Northerly line of said Rancho de las Pulgas and the point of commencement, being a portion of the Rancho de las Pulgas.

Excepting therefrom that portion of Tract A hereinabove described in Parcel 45 (San Mateo County lands) contained within the boundaries of Parcel 46; and also excepting land described as follows:

A strip of land 100 feet wide, 50 feet each side of the surveyed "A" center line of the Central California Railway Company, said surveyed center line being described as follows:

Commencing at the point where said surveyed line intersects the Easterly boundary line of the Rancho de las Pulgas, which point bears South 27° East 923.4 feet, more or less, along said Easterly boundary line from a post marked "P.M.C. 8;" thence running Southerly and Westerly on a curve to the right with a radius of 11,459.2 feet, a distance of 1322.6 feet, more or less, to Engineer Survey Station "A" 608 + 72, a point in the boundary line between property of Spring Valley Water Company and property formerly belonging to Geraldine E.C. Frisbie, which point bears North 87° East 690.7 feet, more or less, from the Northwesternly corner of the property formerly belonging to Geraldine E.C. Frisbie.

JPN: 093-059-590-03A
093-059-590-05A
093-059-590-06A

APN: 093-590-030
093-590-050
093-590-060

**EXHIBIT A
(Continued)**

Excepting from Parcels One and Two

A strip of land 100 feet wide, lying 50 feet each side of the surveyed "A" center line of the Central California Railway Company, said surveyed center line being described as follows:

Commencing at the point of intersection of said surveyed center line with the Northwestern boundary line of the property of the Southern Pacific Company and formerly belonging to Geraldine E.C. Frisbie, said Northwestern boundary line being also the Southeasterly line of a private road, at a point on said surveyed center line known as Engineer Survey Station "A" 617 + 78.3 and being South 35° West 304.7 feet, more or less, from the Northwestern corner of said property of the Southern Pacific Company; thence from said point of commencement, crossing said private road and continuing across a portion of the Southeast quarter of Section 24, Township 5 South, Range 3 West, M.D.M., Southerly and Westerly on a curve to the right, having a radius of 11,459.2; a distance of 1081.7 feet to the dividing line between property of the Spring Valley Water Company and property of the Southern Pacific Company at Engineer Survey Station "A" 628 + 60; said point of intersection bears North 0° 11-1/2' West 200 feet, more or less, from the intersection of the Easterly boundary line of property belonging to Ann Carnduff with the Southwesterly line of land conveyed to Spring Valley Water Company by Ann Carnduff by Deed dated August 31, 1905, and recorded in Book 127 of Deeds at Page 537, San Mateo County Records.

Also excepting from Parcels One and Two:

A strip of land 250 feet wide, lying 125 feet each side of the surveyed "A" center line of the Central California Railway Company, said surveyed center line being described as follows:

Commencing at the point where said surveyed center line intersects the Easterly boundary of the Rancho de las Pulgas, said point of intersection being South 27° East 923.4 feet from Station "P.M.C. 8" of the Official Survey of said Rancho; thence from said point of beginning Northerly and Easterly across the Northwest quarter of Section 19, Township 5 South, Range 2 West, M.D.M., on a curve to the left having a radius of 11,459.2 feet, a distance of 2360 feet, more or less, to the Westerly boundary line of Tide Land Survey No. 61, at a point on said surveyed center line known as Engineer Survey Station "A" 571 + 89.4.

Also excepting from Parcels One and Two that portion lying Southerly of the Northerly line of the parcel described in the Final Order of Condemnation recorded February 8, 1962 in Book 4144, OR, Page 303.

APN: 093-590-030, 093-590-060, 093-590-050

EXCEPTIONS

AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 08-068
Tax Identification No.: 093-590-030
Fiscal Year: 2016-2017
1st Installment: \$160.04, Open
2nd Installment: \$160.04, Open
Exemption: \$0.00
Land: \$7,065.00
Improvements: \$3,458.00
Personal Property: \$0.00

2. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 08-067
Tax Identification No.: 093-590-050
Fiscal Year: 2016-2017
1st Installment: \$1,822.22, Open
2nd Installment: \$1,822.22, Open
Exemption: \$0.00
Land: \$206,691.00
Improvements: \$53,296.00
Personal Property: \$0.00

3. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 21-000
Tax Identification No.: 093-590-060
Fiscal Year: 2016-2017
1st Installment: \$311.18, Open
2nd Installment: \$311.18, Open
Exemption: \$0.00
Land: \$36,214.00
Improvements: \$0.00
Personal Property: \$0.00

**EXCEPTIONS
(Continued)**

4. Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.
5. The lien of supplemental, or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Sierra and San Francisco Power Company, a corporation
 Purpose: The right of erecting, constructing, reconstructing, replacing, repairing, maintaining and using for the transmission of electricity two (2) lines of steel towers and wires and wires for telephone purposes
 Recording Date: February 26, 1910
 Recording No: Book 178 of Deeds, Page 47, San Mateo County Records
 Affects: A portion of premises
7. Terms and provisions as contained in an instrument
- Entitled: Deed
 Executed by: Spring Valley Water Company
 Dated: January 17, 1910
 Recorded: February 26, 1910, Book 178 of Deeds, Page 47, San Mateo County Records
 Affects: A portion of premises
8. Easement for the construction and maintenance of pipe lines granted to San Mateo County by agreement dated February 6, 1928, as disclosed by the Deed recorded March 3, 1930, Book 491, Page 1, of Official Records.
- Affects: A portion of premises
9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as condemned by Final Decree of Condemnation:
- Superior Court of: San Mateo
 County Case No.: None shown
 In favor of: Pacific Gas and Electric Company
 Purpose: Electric transmission lines
 Recording Date: February 7, 1963
 Recording No: Book 4386, Page 546, of Official Records
 Affects: A portion of premises
- As amended by the Amended Order dated December 27, 1962, recorded February 7, 1963, Book 4386, Page 550, of Official Records.

**EXCEPTIONS
(Continued)**

10. The Land described herein is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the Redevelopment Plan) as disclosed by a document.

Redevelopment Agency: City of East Palo Alto, The Ravenswood Industrial Area
Redevelopment Project

Recording Date: July 17, 1990

Recording No: 90095083, of Official Records

Revised Statement of Institution of Redevelopment Plan Amendment recorded August 14, 2002, Instrument No. 2002-159558, of Official Records.

An Amendment to the Ravenswood Industrial Area Redevelopment Plan recorded February 3, 2003, Instrument No. 2003-026201, of Official Records.

An Amendment to the Redevelopment Plan for the Ravenswood Industrial Area Redevelopment Project recorded March 5, 2004, Instrument No. 2004-041031, of Official Records.

11. Any rights of the parties in possession of a portion of, or all of, said land, which rights are not disclosed by the public record.

This Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage. The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

12. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

13. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

PLEASE REFER TO THE "INFORMATIONAL NOTES" AND "REQUIREMENTS" SECTIONS WHICH FOLLOW FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION.

END OF EXCEPTIONS

REQUIREMENTS SECTION

1. Matters which may be disclosed by an inspection and/or by a correct ALTA/NSPS Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.
2. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): City and County of San Francisco, a municipal corporation

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

3. The transaction contemplated in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items or make further requirements after such review.

END OF REQUIREMENTS

INFORMATIONAL NOTES SECTION

1. None of the items shown in this report will cause the Company to decline to attach CLTA Endorsement Form 100 to an Extended Coverage Loan Policy, when issued.
2. Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:

No names were furnished with the application. Please provide the name(s) of the buyers as soon as possible.
3. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
4. Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the seller/borrower must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
5. Note: If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
6. Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.
7. Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.

END OF INFORMATIONAL NOTES

Jeff Martin/jf

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

At Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF", "our" or "we"), we value the privacy of our customers. This Privacy Notice explains how we collect, use, and protect your information and explains the choices you have regarding that information. A summary of our privacy practices is below. We also encourage you to read the complete Privacy Notice following the summary:

<p>Types of Information Collected. You may provide us with certain personal information, like your contact information, social security number (SSN), driver's license, other government ID numbers, and/or financial information. We may also receive information from your Internet browser, computer and/or mobile device.</p>	<p>How Information is Collected. We may collect personal information directly from you from applications, forms, or communications we receive from you, or from other sources on your behalf, in connection with our provision of products or services to you. We may also collect browsing information from your Internet browser, computer, mobile device or similar equipment. This browsing information is generic and reveals nothing personal about the user.</p>
<p>Use of Your Information. We may use your information to provide products and services to you (or someone on your behalf), to improve our products and services, and to communicate with you about our products and services. We do not give or sell your personal information to parties outside of FNF for their use to market their products or services to you.</p>	<p>Security Of Your Information. We utilize a combination of security technologies, procedures and safeguards to help protect your information from unauthorized access, use and/or disclosure. We communicate to our employees about the need to protect personal information.</p>
<p>Choices With Your Information. Your decision to submit personal information is entirely up to you. You can opt-out of certain disclosures or use of your information or choose to not provide any personal information to us.</p>	<p>When We Share Information. We may disclose your information to third parties providing you products and services on our behalf, law enforcement agencies or governmental authorities, as required by law, and to parties with whom you authorize us to share your information.</p>
<p>Information From Children. We do not knowingly collect information from children under the age of 13, and our websites are not intended to attract children.</p>	<p>Privacy Outside the Website. We are not responsible for the privacy practices of third parties, even if our website links to those parties' websites.</p>
<p>Access and Correction. If you desire to see the information collected about you and/or correct any inaccuracies, please contact us in the manner specified in this Privacy Notice.</p>	<p>Do Not Track Disclosures. We do not recognize "do not track" requests from Internet browsers and similar devices.</p>
<p>The California Online Privacy Protection Act. Certain FNF websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.</p>	<p>International Use. By providing us with your information, you consent to the transfer, processing and storage of such information outside your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.</p>
<p>Your Consent To This Privacy Notice. By submitting information to us and using our websites, you are accepting and agreeing to the terms of this Privacy Notice.</p>	<p>Contact FNF. If you have questions or wish to contact us regarding this Privacy Notice, please use the contact information provided at the end of this Privacy Notice.</p>

FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

FNF respects and is committed to protecting your privacy. We pledge to take reasonable steps to protect your Personal Information (as defined herein) and to ensure your information is used in compliance with this Privacy Notice.

This Privacy Notice is only in effect for information collected and/or owned by or on behalf of FNF, including collection through any FNF website or online services offered by FNF (collectively, the "Website"), as well as any information collected offline (e.g., paper documents). The provision of this Privacy Notice to you does not create any express or implied relationship, nor create any express or implied duty or other obligation, between FNF and you.

Types of Information Collected

We may collect two types of information: Personal Information and Browsing Information.

Personal Information. The types of personal information FNF collects may include, but are not limited to:

- contact information (e.g., name, address, phone number, email address);
- social security number (SSN), driver's license, and other government ID numbers; and
- financial account or loan information.

Browsing Information. The types of browsing information FNF collects may include, but are not limited to:

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language;
- browser type;
- domain name system requests;
- browsing history;
- number of clicks;
- hypertext transfer protocol headers; and
- application client and server banners.

How Information is Collected

In the course of our business, we may collect *Personal Information* about you from the following sources:

- applications or other forms we receive from you or your authorized representative, whether electronic or paper;
- communications to us from you or others;
- information about your transactions with, or services performed by, us, our affiliates or others; and
- information from consumer or other reporting agencies and public records that we either obtain directly from those entities, or from our affiliates or others.

We may collect *Browsing Information* from you as follows:

- Browser Log Files. Our servers automatically log, collect and record certain Browsing Information about each visitor to the Website. The Browsing Information includes only generic information and reveals nothing personal about the user.
- Cookies. From time to time, FNF may send a "cookie" to your computer when you visit the Website. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. When you visit the Website again, the cookie allows the Website to recognize your computer, with the goal of providing an optimized user experience. Cookies may store user preferences and other information. You can choose not to accept cookies by changing the settings of your Internet browser. If you choose not to accept cookies, then some functions of the Website may not work as intended.

Use of Collected Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you, or to one or more third party service providers who are performing services on your behalf or in connection with a transaction involving you;
- To improve our products and services; and
- To communicate with you and to inform you about FNF's products and services.

When We Share Information

We may share your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information with certain individuals and companies, as permitted by law, without first obtaining your authorization. Such disclosures may include, without limitation, the following:

- to agents, representatives, or others to provide you with services or products you have requested, and to enable us to detect or prevent criminal activity, fraud, or material misrepresentation or nondisclosure;
- to third-party contractors or service providers who provide services or perform other functions on our behalf;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- to other parties authorized to receive the information in connection with services provided to you or a transaction involving you.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We make efforts to ensure third party contractors and service providers who provide services or perform functions on our behalf protect your information. We limit use of your information to the purposes for which the information was provided. We do not give or sell your information to third parties for their own direct marketing use.

We reserve the right to transfer your Personal Information, Browsing Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of this information in connection with any of the above-described

proceedings. We cannot and will not be responsible for any breach of security by any third party or for any actions of any third party that receives any of the information that is disclosed to us.

Choices With Your Information

Whether you submit your information to FNF is entirely up to you. If you decide not to submit your information, FNF may not be able to provide certain products or services to you. You may choose to prevent FNF from using your information under certain circumstances ("opt out"). You may opt out of receiving communications from us about our products and/or services.

Security And Retention Of Information

FNF is committed to protecting the information you share with us and utilizes a combination of security technologies, procedures and safeguards to help protect it from unauthorized access, use and/or disclosure. FNF trains its employees on privacy practices and on FNF's privacy and information security policies. FNF works hard to retain information related to you only as long as reasonably necessary for business and/or legal purposes.

Information From Children

The Website is meant for adults. The Website is not intended or designed to attract children under the age of thirteen (13). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

Privacy Outside the Website

The Website may contain links to other websites, including links to websites of third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

International Users

Because FNF's headquarters is located in the United States, we may transfer your Personal Information and/or Browsing Information to the United States. By using our website and providing us with your Personal Information and/or Browsing Information, you understand and consent to the transfer, processing and storage of such information outside your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.

Do Not Track Disclosures

Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

The California Online Privacy Protection Act

For some websites which FNF or one of its companies owns, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain Information on behalf of that mortgage loan servicer, including:

- first and last name;
- property address;
- user name and password;
- loan number;
- social security number - masked upon entry;
- email address;
- security questions and answers; and
- IP address.

The information you submit is then transferred to your mortgage loan servicer by way of CCN. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.

CCN does not share consumer information with third parties, other than those with which the mortgage loan servicer has contracted to interface with the CCN application. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled Choices with Your Information, and Access and Correction. If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, contact your mortgage loan servicer.

Access and Correction

To access your Personal Information in the possession of FNF and correct any inaccuracies, please contact us by email at privacy@fnf.com or by mail at:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

Your Consent To This Privacy Notice

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of information by FNF in compliance with this Privacy Notice. We reserve the right to make changes to this Privacy Notice. If we change this Privacy Notice, we will post the revised version on the Website.

Contact FNF

Please send questions and/or comments related to this Privacy Notice by email at privacy@fnf.com or by mail at:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

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Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the field rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for each discount. These discounts only apply to transaction involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

FNF Underwritten Title Company

FNTC - Chicago Title Company
FNTCCA - Fidelity National Title Company of California

FNF Underwriter

CTIC - Chicago Title Insurance Company

Available Discounts

CREDIT FOR PRELIMINARY REPORTS AND/OR COMMITMENTS ON SUBSEQUENT POLICIES (CTIC)

Where no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within 12 or 36 months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge.

DISASTER LOANS (CTIC)

The charge for a lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within 24 months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be 50% of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be 50% to 70% of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be 40% to 50% of the appropriate title insurance rate, depending on the type of coverage selected.

ATTACHMENT ONE
CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY - 1990
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and

f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1.00% % of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% % of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.

6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

(Except as provided in Schedule B - Part II, (t or T)his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

(PART I

(The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:)

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

(The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.
7. (Variable exceptions such as taxes, easements, CC&R's, etc. shown here.)

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12-02-13)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

Important: This plat is not a survey. It is furnished as a convenience to locate the land in relation to adjoining streets and other lands and not to guarantee any dimensions, distances, bearings or acreage.

TAX CODE AREA _____

93-59

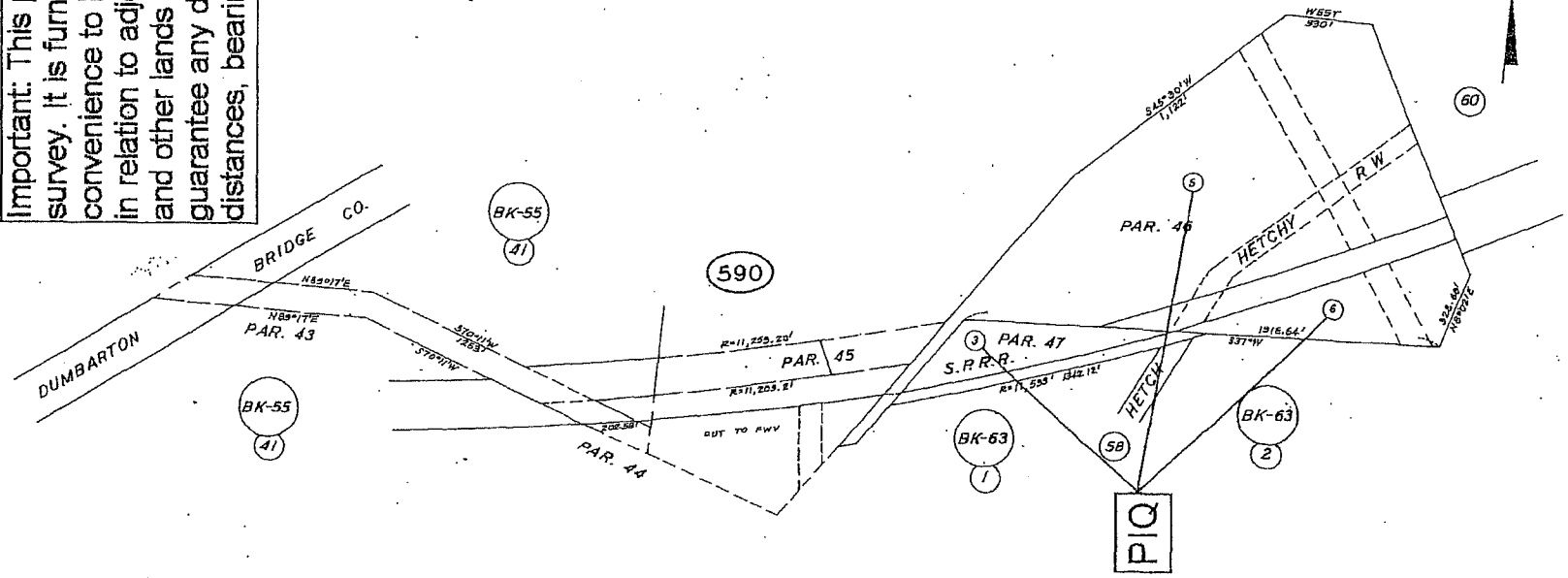


EXHIBIT D

District's Delivered Information

(Pursuant to Section 5.B)

[If none, state "None".]



Midpeninsula Regional
Open Space District
130 District Office, Los Altos, CA 94022

**POSTING
ONLY**

SEP 29 2016

GLENN S. CHANGTIN

Notice of Intent to Adopt a Mitigated Negative Declaration

A notice, pursuant to the California Environmental Quality Act of 1970, as amended (Public Resources Code 21,000, et sec.) that the following project will not have a significant effect on the environment.

File Number	TAZ	APN(s)	Date
NA	NA	093-590-060, 093-590-050, 093-590-030, 063-590-060, 055-471-999	September 30, 2016
Project Name		Project Type (Use)	
Bay Trail Connection at Ravenswood Open Space Preserve		A public trail easement and implementation of the Bay Trail Connection at the Ravenswood Open Space Preserve (the "Project").	
Owner		Applicant	
Midpeninsula Regional Open Space District (MROSD) San Francisco Public Utilities Commission (SFPUC) County of San Mateo Caltrans		Midpeninsula Regional Open Space District	
Project Location			
The project site is located east of University Avenue, south of the San Mateo County Transit District's Dumbarton railroad line, north of the University Village residential neighborhood in the City of East Palo Alto, and west of the existing San Francisco Bay Trail in the Ravenswood Open Space Preserve in the City of Menlo Park.			
Project Description			
<p>The proposed project includes several components:</p> <ol style="list-style-type: none"> 1. Transfer of a public trail easement from the SFPUC property to MROSD. 2. MROSD's adoption of a Preliminary Use and Management Plan for the trail easement. 3. Potential future transfer of the public trail easement from MROSD to another public agency. 4. Design, permitting, and construction of the new Bay Trail segment. The proposed new segment of the Bay Trail would connect University Avenue to the Ravenswood Open Space Preserve. The route would be approximately 3,000 feet in length, eight to 14 feet wide (including shoulders), within a 20-foot wide trail easement corridor. The trail would consist of a paved surface over an existing service road, and bridges (one or two) and boardwalk over wetlands and a pond. 5. Operation of the new Bay Trail segment with extended trail use hours for Bay Trail commuters. This will include installation of signage at trailhead at University Avenue to notify the public of the hours of operation and trail regulations, including the prohibition of dogs on the trail and extended trail use hours for Bay Trail commuters. Signage would also be posted on a newly installed fence separating the public trail and SFPUC Ravenswood Valve Lot to notify the public that trespassing onto the adjacent private property is prohibited. 6. Maintenance of the new Bay Trail segment. 7. Resurfacing of approximately 3,600 linear feet (0.7 miles) of the existing Bay Trail segment in Ravenswood Open Space Preserve. <p>MROSD anticipates that construction would not commence until 2018 at the earliest and the duration of construction is estimated to be approximately 22 weeks. It is anticipated that the construction sequence would be as follows: The first four weeks would consist of mobilization and site preparation. The next 17 weeks would consist of trail striping on the service road, construction of paved trail segments, boardwalk and bridge construction, resurfacing of the existing trail segment and</p>			

plantings. The last week would include site cleanup and demobilization. Trail construction equipment would include a striping machine, road grader, small excavator, skip loader, power auger, weed mower and various hand tools (e.g. power drills, skill saws, and hammer). Bridge segments would be delivered to the construction site using large trucks. Cranes would then be required to place the bridge segment on the support abutments. The boardwalk would be constructed using hand tools and light weight construction equipment.

Purpose of Notice

The purpose of this notice is to inform you that MROSD has recommended that a Mitigated Negative Declaration be approved for this project. MROSD has reviewed the Initial Study for the project, and based upon substantial evidence in the record, finds that the proposed project could not have a significant effect on the environment with implementation of mitigation measures.

Public Review Period: **Begins: September 30, 2016** **Ends: November 1, 2016 at 5:00 PM**

Public Comments regarding the correctness, completeness, or adequacy of this mitigated negative declaration are invited and must be received on or before the end of the public review period. Such comments should be based on specific environmental concerns. Written comments should be addressed to the Midpeninsula Regional Open Space District, 330 Distel Circle, Los Altos, CA 94022 or by email at: glaustsen@openspace.org. For additional information regarding this Mitigated Negative Declaration, please contact Gretchen Laustsen at 650-691-1200.

Public Meeting/Hearing: **Date: November 16, 2016** **Time: 7:00 PM** **Place: Costano Elementary School Gym**

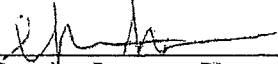

A public hearing for the proposed project is tentatively scheduled for the MROSD Board of Directors on November 16, 2016 at 7:00 PM at the Costano Elementary School Gym located at 2695 Fordham Street in East Palo Alto. It should be noted that the approval of a Mitigated Negative Declaration does not constitute approval of the project under consideration. The decision to approve or deny the project will be made separately.

The Negative Declaration and Initial Study may be viewed at the following locations:

- (1) Midpeninsula Regional Open Space District
330 Distel Circle
Los Altos, CA 94022
(650) 691-1200
- (2) MROSD website at: www.openspace.org
- (3) East Palo Alto Library
2415 University Avenue
East Palo Alto, CA 94303
(650) 321-7712
- (4) Menlo Park City Library
413 Ivy Drive
Menlo Park, CA 94025
(650) 330-2540

Responsible Agencies sent a copy of this document:

- San Francisco Public Utilities Commission
- US Fish and Wildlife
- US Army Corps of Engineers
- Regional Water Quality Control Board
- California Department of Fish and Wildlife
- San Francisco Bay Conservation and Development Commission
- City of East Palo Alto
- City of Menlo Park
- Caltrans
- County of San Mateo
- County of Santa Clara

Significant effects on the environment (or lack thereof):	
The project would not result in significant impacts to aesthetics, agricultural resources, geology and soils, greenhouse gas emissions, land use, mineral resources, population and housing, public services, recreation, transportation, utilities and service systems.	
Mitigation Measures included in the project to reduce potentially significant impacts to a less than significant level:	
With the implementation of the mitigation measures included in the proposed project and described in the air quality, biological resources, cultural resources, hazards and hazardous materials, and hydrology and water quality sections, the proposed project would not result in significant adverse environmental impacts.	
A reporting or monitoring program must be adopted for measures to mitigate significant impacts at the time the Negative Declaration is approved, in accord with the requirements of section 21081.6 of the Public Resources Code.	
Prepared by:	 Gretchen Laustsen, Planner III
	<u>9/29/2016</u> Date
Approved by:	 Ana Ruiz, AICP, Assistant General Manager
	<u>9/29/2016</u> Date



EDMUND G. BROWN JR.
GOVERNOR

STATE OF CALIFORNIA
GOVERNOR'S OFFICE of PLANNING AND RESEARCH
STATE CLEARINGHOUSE AND PLANNING UNIT



KEN ALEX
DIRECTOR

November 1, 2016

Gretchen Laustsen
Midpeninsula Regional Open Space District
330 Distel Circle
Los Altos, CA 94022

Subject: Ravenswood Bay Trail Connection
SCH#: 2016092070

Dear Gretchen Laustsen:

The State Clearinghouse submitted the above named Mitigated Negative Declaration to selected state agencies for review. The review period closed on October 31, 2016, and no state agencies submitted comments by that date. This letter acknowledges that you have complied with the State Clearinghouse review requirements for draft environmental documents, pursuant to the California Environmental Quality Act.

Please call the State Clearinghouse at (916) 445-0613 if you have any questions regarding the environmental review process. If you have a question about the above-named project, please refer to the ten-digit State Clearinghouse number when contacting this office.

Sincerely,

Scott Morgan
Director, State Clearinghouse

**Document Details Report
State Clearinghouse Data Base**

SCH# 2016092070
Project Title Ravenswood Bay Trail Connection
Lead Agency Midpeninsula Regional Open Space District

Type MND Mitigated Negative Declaration

Description The project is the construction of a new 3,000 ft long, 8- to 14-ft wide Bay Trail connection from University Avenue to the MROSD Ravenswood Open Space Preserve (west to east). The project would include the transfer of a public trail easement from SFPUC to MROSD to stripe the trail on an approximately 1,400 ft long portion of an existing SFPUC Service Rd. The rest of the trail alignment would be constructed through grassland where it would connect to a new 80- to 120-ft long single span bridge that would cross over an existing seasonal pond and wetland. The trail would then extend about 260 ft to a new 520 ft long raised boardwalk-type trail where it would connect to the existing unpaved multi-use SF Bay Trail within the OSP. The project may also include a 230 ft long bridge over an existing wetland at the western end of the project alignment.

Lead Agency Contact

Name Gretchen Laustsen
Agency Midpeninsula Regional Open Space District
Phone (650) 691-1200 **Fax**
email
Address 330 Distel Circle
City Los Altos **State** CA **Zip** 94022

Project Location

County Santa Clara
City
Region
Lat / Long 37° 28' 54" N / 122° 8' 21" W
Cross Streets University Ave/SFPUC Service Rd
Parcel No. 093-590-30, 50, 60, 055-471-999
Township **Range** **Section** **Base**

Proximity to:

Highways 84/109/114/82
Airports Palo Alto
Railways San Mateo Dumbarton
Waterways SF Bay
Schools Costano ES
Land Use

Project Issues Aesthetic/Visual; Agricultural Land; Air Quality; Archaeologic-Historic; Biological Resources; Drainage/Absorption; Flood Plain/Flooding; Forest Land/Fire Hazard; Geologic/Seismic; Minerals; Noise; Population/Housing Balance; Public Services; Recreation/Parks; Schools/Universities; Soil Erosion/Compaction/Grading; Solid Waste; Toxic/Hazardous; Traffic/Circulation; Vegetation; Water Quality; Water Supply; Wetland/Riparian; Landuse

Reviewing Agencies Resources Agency; Department of Fish and Wildlife, Region 3; Department of Parks and Recreation; San Francisco Bay Conservation and Development Commission; Department of Water Resources; Caltrans, Division of Aeronautics; California Highway Patrol; Caltrans, District 4; Air Resources Board, Transportation Projects; Regional Water Quality Control Board, Region 2; Native American Heritage Commission; Public Utilities Commission

Date Received 09/30/2016 **Start of Review** 09/30/2016 **End of Review** 10/31/2016



State of California - Department of Fish and Wildlife
2016 ENVIRONMENTAL FILING FEE CASH RECEIPT
 DFW 753.5a (Rev. 12/15/15) Previously DFG 753.5a

RECEIPT NUMBER:
 41 — 11212016 —

STATE CLEARINGHOUSE NUMBER (If applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY MIDPENINSULA REGIONAL OPEN SPACE DISTRICT	LEAD AGENCY EMAIL	DATE 11212016
--	-------------------	------------------

COUNTY/STATE AGENCY OF FILING San Mateo	DOCUMENT NUMBER
--	-----------------

PROJECT TITLE
 RAVENSWOOD BAY TRAIL CONNECTION PROJECT

PROJECT APPLICANT NAME GRETCHEN LAUSTSEN	PROJECT APPLICANT EMAIL	PHONE NUMBER ()
---	-------------------------	---------------------

PROJECT APPLICANT ADDRESS	CITY	STATE	ZIP CODE
---------------------------	------	-------	----------

PROJECT APPLICANT (Check appropriate box)

- Local Public Agency
 School District
 Other Special District
 State Agency
 Private Entity

CHECK APPLICABLE FEES:

- | | | | |
|--|------------|----|----------|
| <input type="checkbox"/> Environmental Impact Report (EIR) | \$3,070.00 | \$ | 0.00 |
| <input checked="" type="checkbox"/> Mitigated/Negative Declaration (MND)(ND) | \$2,210.25 | \$ | 2,210.25 |
| <input type="checkbox"/> Certified Regulatory Program document (CRP) | \$1,043.75 | \$ | 0.00 |

- Exempt from fee
 Notice of Exemption (attach)
 CDFW No Effect Determination (attach)
 Fee previously paid (attach previously issued cash receipt copy)

- | | | | |
|---|----------|----|-------|
| <input type="checkbox"/> Water Right Application or Petition Fee (State Water Resources Control Board only) | \$850.00 | \$ | 0.00 |
| <input checked="" type="checkbox"/> County documentary handling fee | | \$ | 50.00 |
| <input type="checkbox"/> Other | | \$ | |

PAYMENT METHOD:

- Cash
 Credit
 Check
 Other

TOTAL RECEIVED \$ 2,260.25

SIGNATURE X	AGENCY OF FILING PRINTED NAME AND TITLE DIANA SIRON/DEPUTY CLERK
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EXHIBIT E

City's Delivered Information

1. Items delivered to District prior to execution of the 2010 Agreement to Exchange Interests in Real Property:

Wetland Delineation Maps:

- Project Vicinity Map, Figure 2 dated Nov 2005
- Wetland Delineation Map Sheets P-14 and P-14a dated Nov 2005

Excerpts from Geotechnical and Phase II Reports:

- Table 4, Phase II Sampling Matrix by Geometrix
- Table 5, Detections of Metals in Soil, by Geometrix
- Table 6, Detections of Petroleum Hydrocarbons, Pesticides and Volatile Organic Compounds in Soil, by Geometrix
- Map, log and results of Boring 5-DP-1-1.0
- Map, log and results of Boring No. 5-R-2
- Results of sounding, 5-CPT-3

Lease dated July 16, 2001, between the City and County of San Francisco, as Landlord, and SCA - Palo Alto, LLC, as Tenant

2. District is aware that the Public Trail Easement will overlap with City's service road, as described in the Public Trail Easement Deed. The service road is used from time to time by City's employees, contractors, vendors, consultants, invitees, tenants, and licensees. PG&E uses the service road to access facilities serving Samtrans/Joint Powers Board and City at Ravenswood.

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 17-0087

WHEREAS, The San Francisco Public Utilities Commission (SFPUC) approved the Bay Division Pipeline Reliability Upgrade-Tunnel Project (Tunnel Project) through Resolution Number 09-0176 on October 27, 2009; and

WHEREAS The Tunnel Project required the acquisition of a sub-surface tunnel easement (Tunnel Easement) under lands owned by the Midpeninsula Regional Open Space District (District), and Resolution 09-0176 authorized the SFPUC General Manager to undertake the process, in compliance with Government Code Section 7260 et seq., with the San Francisco Charter and all applicable laws, for acquisition of interests in real property including the Tunnel Easement on the District's property, and to work with the Director of Real Estate to seek Board of Supervisors' approval of, and if approved, to accept and execute final agreements to consummate the acquisition in such form, approved by the City Attorney; and

WHEREAS, By Resolution Number 491-10 adopted effective as of October 22, 2010, the Board of Supervisors and Mayor approved an Agreement to Exchange Interests in Real Property (Exchange Agreement) to acquire the Tunnel Easement in exchange for a 50-foot wide open space easement on SFPUC lands (Open Space Easement) located in East Palo Alto known as the Ravenswood Property on Assessor's Parcels No. 093-590-030, 093-590-050 and 093-590-060 (SFPUC Property), and the SFPUC and the District entered into the Exchange Agreement on November 17, 2010; and

WHEREAS, On January 31, 2011, the District and the SFPUC closed escrow for the SFPUC's acquisition of the Tunnel Easement in exchange for conveying the Open Space Easement to the District; and

WHEREAS, The Exchange Agreement contemplated that the District would study the feasibility of a future public trail located on the SFPUC Property; and

WHEREAS, The District has conducted feasibility studies and has worked with SFPUC staff to identify a mutually acceptable alignment for the proposed Trail Easement and negotiate the terms and conditions of a Second Amendment to the Exchange Agreement (Exchange Agreement Amendment) and a Public Trail Easement agreement (Trail Easement Agreement), in the forms on file with the Commission Secretary, and now desires to obtain an easement for a 20-foot wide public trail (Trail Easement) in accordance with the Exchange Agreement Amendment and the Trail Easement Agreement; and

WHEREAS, The benefit and value of the Tunnel Easement, an essential link in the Bay Tunnel right of way, exceeded the value of the Open Space Easement and Trail Easement, and therefore, the parties did not contemplate the exchange of any monetary consideration in the Exchange Agreement or Exchange Agreement Amendment; and

WHEREAS, San Francisco Charter Section 8B.121(a) grants this Commission the exclusive charge of the real property assets under the Commission's jurisdiction and provides that the Commission may transfer real property interests declared to be surplus to the needs of any utility; and

WHEREAS, SFPUC real estate staff, in coordination with engineering, watershed, and operations staff, negotiated provisions in the Trail Easement Agreement to ensure the compatibility of the Trail Easement with SFPUC's use of its service road, and determined that given those provisions the Trail Easement interest was surplus to the needs of any utility; and

WHEREAS, The District completed its study and obtained all regulatory and District Board approvals required to exchange the Open Space Easement for the proposed Trail Easement as provided for in District Board Resolution number 16-60; and

WHEREAS, SFPUC staff now seeks approval to enter into the Exchange Agreement Amendment whereby the SFPUC will convey the Trail Easement to the District via the Trail Easement Agreement and in exchange, the District will quitclaim to the City all right, title and interest in the Open Space Easement; and

WHEREAS, The proposed Second Amendment to Agreement to Exchange Interests in Real Property with Midpeninsula Regional Open Space District (District), whereby the SFPUC will grant a new 20-foot wide easement to District for a public trail on property under the SFPUC's jurisdiction in East Palo Alto, and where the District would quitclaim all right, title and interest in an existing open space easement on the Ravenswood Property that the SFPUC granted to District pursuant to the Exchange Agreement, and that would construct a new segment of the Bay Trail connecting University Avenue to the Ravenswood Open Space Preserve, would result in temporary and permanent environmental impacts for which mitigation measures were identified in the November 2016 Initial Study/Mitigated Negative Declaration (2016 IS/MND) prepared by the District in connection with approval of the Bay Trail Connection at Ravenswood Open Space Project; and

WHEREAS, To implement the Bay Trail Connection at Ravenswood Open Space Project, the project contractor and District must implement the mitigation measures identified in the 2016 IS/MND and the mitigation measures adopted as conditions of approval in District Resolution No 16-60 on November 16, 2016 to mitigate impacts to a less than significant level, and some of the mitigation measures would be implemented on SFPUC property; and

WHEREAS, The 2016 IS/MND has been made available for review by this Commission and the public and is a part of the record of this approval by this Commission. The SFPUC, as a responsible agency under CEQA, has considered the 2016 IS/MND which cover the Bay Trail Connection at Ravenswood Open Space Project, including the environmental effects of the Bay Trail Connection at Ravenswood Open Space Project and the mitigation measures to reduce the significant adverse environmental impacts of the project to a less than significant level; and

WHEREAS, The 1994 2016 IS/MND and other materials that are part of the record of this approval are available for public review at the SFPUC offices, Real Estate Services, 525 Golden Gate Avenue, 10th Floor, which is the custodian of records for the requested MOU and construction permit approval; and

WHEREAS, No new information has come to light that would affect the conclusions of 2016 IS/MND; be it

RESOLVED, That the SFPUC has reviewed and considered the 2016 IS/MND and finds that this approval is within the scope of the Second Amendment to Agreement to Exchange Interests in Real Property with Midpeninsula Regional Open Space District and the mitigation measures evaluated in the 2016 IS/MND, and that these documents are adequate for its use in approving the Second Amendment to Agreement to Exchange Interests in Real Property with Midpeninsula Regional Open Space District; and be it

FURTHER RESOLVED, That since the 2016 IS/MND were finalized, there have been no substantial changes in the Bay Trail Connection at Ravenswood Open Space Project and no substantial changes in the Bay Trail Connection at Ravenswood Open Space Project circumstances that would require major revisions to the 2016 IS/MND due to the involvement of new significant environmental effects or an increase in the severity of previously identified significant impacts, and there is no new information of substantial importance that would change the conclusions set forth in the 2016 IS/MND; and be it

FURTHER RESOLVED, That the District has already adopted the mitigation measures recommended in the 2016 IS/MND, and has authority to implement the mitigation measures or to seek any required approvals for the mitigation measures, and the SFPUC has no direct authority or responsibility to implement the mitigation measures; now, therefore, be it

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

FURTHER RESOLVED, That this Commission hereby approves the terms and conditions of the Exchange Agreement Amendment and the Easement A Agreement; and, be it

FURTHER RESOLVED, That this Commission has determined that competitive bidding of the grant of a Trail Easement is impractical, because the easement area is not capable of independent development and will be exchanged for another real property interest previously acquired by the SFPUC from the same party; and, be it

FURTHER RESOLVED, That this Commission has determined that the Trail Easement under the terms and conditions of the Easement Agreement is surplus to the needs of any of the utilities under the Commission's jurisdiction, and hereby authorizes and directs the SFPUC's General Manager or Director of Property to execute the Exchange Agreement Amendment and the Easement Agreement, subject to the approval of the Board of Supervisors and Mayor; and be it

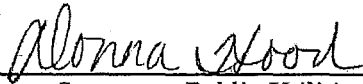
FURTHER RESOLVED, That this Commission hereby authorizes the Director of Property or the SFPUC General Manager to enter into any amendments or modifications to the Exchange Agreement Amendment and the Easement Agreement, including without limitation, the exhibits, that the General Manager determines,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

resolution; and are in compliance with all applicable laws, including the City Charter; and be it

FURTHER RESOLVED, That, upon approval by City's Board of Supervisors and the Mayor, this Commission authorizes the Director of Property and/or the SFPUC General Manager to execute and deliver the Easement Agreement conveying the Trail Easement to Buyer and to accept the quitclaim of the Open Space Easement; and be it

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

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of April 25, 2017.



Secretary, Public Utilities Commission



SAN FRANCISCO PLANNING DEPARTMENT

General Plan Referral

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

Date: August 29, 2017
Case No. Case No. 2017-010544GPR
Ravenwood Site at University Ave, East Palo Alto
Easement Exchange with Mid-Peninsula Open Space District;
Bay Division Pipeline Reliability Upgrade - Tunnel Project

Block/Lot No.: 093-590-030, 093-590-050, and 093-590-060

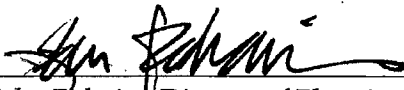
Project Sponsor: Brian Morelli, Right of Way Manager
c/o San Francisco Public Utilities Commission
525 Golden Gate Avenue
San Francisco, CA 94102

Applicant: Same as Above

Staff Contact: Jessica Look – (415) 575-6812
jessica.look@sfgov.org

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

*Recommended
By:*


John Rahaim, Director of Planning

PROJECT DESCRIPTION

The project includes the second phase of an exchange of easements between the San Francisco Public Utilities Commission (SFPUC) and Mid-Peninsula Open Space District (Mid-Penn). This exchange of easements includes a 50' Open Space easement to allow Mid-Penn to study where best to locate the ultimate 20' wide Public trail easement on the SFPUC's Ravenswood Property in East Palo Alto in order to complete a section of the Bay Trail. In exchange for this, SFPUC will obtain the subsurface tunnel easement needed to complete the Bay Tunnel Project. Mid-Penn has finalized the alignment and can convey the 50' wide Open Space Easement back to the SFPUC in exchange for the 20' wide permanent public trail easement.

Since 2009, the Bay Tunnel Project, managed by the SFPUC, involves crossing the Bay with a large diameter tunnel, which required sub-surface easements from Mid-Penn. In lieu of purchasing this easement, a phase one of exchange of easements occurred between the two

agencies, which included subsurface easements and other at-grade temporary access easements. In 2010, the San Francisco Board of Supervisors approved this first exchange of easements. There was also a 2009 General Plan Referral which also included acquisition of other temporary construction easements as well as permanent easements for installation of SFPUC pipelines and tunnels, from several property owners in San Mateo and Alameda Counties.

The submittal is for a General Plan Referral to recommend whether the Project is in conformity with the General Plan, pursuant to Section 4.105 of the Charter, and Section 2A.52 and 2A.53 of the Administrative Code.

ENVIRONMENTAL REVIEW

An environmental Impact report for the Bay Division Reliability Upgrade Project (BDPL No. 5, Reach 5-5) was certified by the San Francisco Planning Commission on July 9, 2009, per motion number 17918. Planning Case no. 2005.0164E.

GENERAL PLAN COMPLIANCE AND BASIS FOR RECOMMENDATION

The Project is the second phase of an exchange of easements between the San Francisco Public Utilities Commission (SFPUC) and Mid-Peninsula Open Space District (Mid-Penn). SFPUC received a subsurface tunnel easement needed to complete the Bay Tunnel Project, which completes the lifeline within the Hetch Hetchy Regional Water System and delivers water from Hetch Hetchy to San Francisco. In exchange, SFPUC exchanged a 50' Open Space easement to allow Mid-Penn to study the best to locate the ultimate 20' wide Public trail easement on the SFPUC's Ravenswood Property in East Palo Alto in order to complete a section of the Bay Trail. Mid-Penn has finalized the alignment and proposes to convey the 50' wide Open Space Easement back to the SFPUC in exchange for the 20' wide permanent public trail easement

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

ENVIRONMENTAL PROTECTION ELEMENT

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

The proposal is in conformity with the General Plan. The permanent easements will allow SFPUC to maintain its pipeline system in order to supply drinking water to both current and

future San Franciscans. The project supports the City's fresh water supply and needed infrastructure improvements.

PROPOSITION M FINDINGS – PLANNING CODE SECTION 101.1

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

Eight Priority Policies Findings

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

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

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

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

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

The Project would have no adverse effect on the City's housing stock or on neighborhood character.

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

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

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

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

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

The Project would not affect the existing economic base, nor would not adversely affect the industrial or service sectors or future opportunities for resident employment or ownership in this sector.

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

The Project would have no adverse effect on the City's preparedness to protect against injury and loss of life in the event of an earthquake.

- 7. That landmarks and historic buildings be preserved.

The project would have no adverse effect on landmarks or 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 San Francisco parks and open space or their access to sunlight and vistas. There would be a regional public benefits by having increased access to the Bay Trail.

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

I:\Citywide\General Plan\General Plan Referrals\2017\2017-010544GPR - Ravenswood Site at University Avenue in East Palo Alto, CA\SFPUC_Mid-Pen Open Space Easment Exchange.docx

AGREEMENT TO EXCHANGE INTERESTS IN REAL PROPERTY

This AGREEMENT TO EXCHANGE INTERESTS IN REAL PROPERTY (“Agreement”) is made by and between the Midpeninsula Regional Open Space District, a California regional open space district (“District”) and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Public Utilities Commission (“SFPUC”).

RECITALS

WHEREAS, District owns certain real property located adjacent to the San Francisco Bay in the County of San Mateo, within the City of Menlo Park identified as Assessor's Parcels Number 096-230-110 (also known as 096-230-150) and 063-590-060, further described in the deed attached as **Exhibit A**, and being part of the Ravenswood Open Space Preserve (“District Land”); and

WHEREAS, City owns certain real property located adjacent to District Land in the County of San Mateo identified as Assessor's Parcels Number 093-590-030, 093-590-050 and 093-590-060 and further described in the deed attached as **Exhibit B** (“City Land”); and

WHEREAS, City desires to obtain from District an exclusive, subsurface easement through a portion of each of the two parcels comprising District Land, for construction of a portion of the SFPUC Bay Division Pipeline Reliability Upgrade (Bay Tunnel) Project (the “**Bay Tunnel Project**”) to provide a seismically reliable pipeline for delivery of drinking water that bypasses environmentally sensitive wetlands; and

WHEREAS, District desires to obtain from City a nonexclusive open space easement over portions of the three parcels comprising City Land to protect significant scenic and ecological values and to retain an open space corridor which, among other things, allows study of the feasibility of a future public trail corridor connecting existing sections of the San Francisco Bay Trail; and

WHEREAS, the San Francisco Planning Commission, acting as lead agency on behalf of City, certified a Final Environmental Impact Report (“**FEIR**”) for the Bay Tunnel Project (State Clearinghouse No. 2006062002) on July 9, 2009; and

WHEREAS, on July 14, 2009 the SFPUC approved the Bay Tunnel Project, and, in so doing, adopted findings under the California Environmental Quality Act (“**CEQA**”), Public Resources Code section 21000 et seq., including a statement of overriding considerations for the Bay Tunnel Project's significant and unavoidable impacts, and adopted a mitigation monitoring and reporting program; and

WHEREAS, on July 14, 2010, the District independently considered the FEIR, adopted findings under CEQA as a responsible agency, adopted applicable portions of the mitigation monitoring and reporting program of the FEIR and adopted a statement of overriding

considerations, as applicable to its approval of the grant of tunnel easements contemplated by this Agreement; and

WHEREAS, on May 13, 2010, the San Francisco Planning Department's Major Environmental Analysis Division, acting as responsible agency on behalf of City, determined that the Open Space Easement contemplated by this Agreement is categorically exempt from environmental review under CEQA Guidelines Section 15317 (open space contracts or easements); and

WHEREAS, on July 14, 2010, the District determined that acceptance of the Open Space Easement contemplated by this Agreement is categorically exempt from environmental review under CEQA Guidelines Section 15317; and

WHEREAS, City and District now desire to exchange and transfer such easement rights as more particularly set forth herein; and

WHEREAS, District has determined that said exchange of interests in real property is of equal or greater value and that the long term preservation of open space at Ravenswood Open Space Preserve would be greatly enhanced and secured by such exchange; and

WHEREAS, said exchange has been determined to be in accordance with the District's enabling legislation set out at Section 5500 *et seq.* of the Public Resources Code of the State of California.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, it is mutually agreed and understood as follows:

1. EXCHANGE OF EASEMENTS

A. Tunnel Easement Grant to City. Subject to the terms, covenants and conditions set forth in this Agreement, District agrees to grant to City a permanent, exclusive tunnel easement (the "**Tunnel Easement**"), more particularly described in **Exhibit A**, attached hereto and incorporated by this reference (the "**Tunnel Easement Deed**"), in and through a portion of each of the two parcels comprising the District Land, which portions (collectively, the "**Tunnel Easement Area**") are described in an exhibit to the Tunnel Easement Deed.

B. Open Space Easement Grant to District. Subject to the terms, covenants and conditions set forth in this Agreement, City agrees to grant to District a non-exclusive open space easement (the "**Open Space Easement**"), more particularly described in **Exhibit B**, attached hereto and incorporated by this reference (the "**Open Space Easement Deed**") over, across, in and upon a portion of the City Land, said Easement being appurtenant to District Land, together with the right to patrol said Easement. The portion of City Land subject to the Open Space Easement (the "**Open Space Easement Area**") is described in an exhibit to the Open Space Easement Deed.

C. "Easements" Defined. The Tunnel Easement and the Open Space Easement are sometimes referred to herein collectively as the "**Easements.**"

2. ESCROW

A. Opening of Escrow. Within ten (10) days of the Effective Date (as defined in Section 8.R) the parties shall open an escrow for the transaction contemplated herein by depositing an executed counterpart of this Agreement with Chicago Title Company ("Escrow Holder"), located at 455 Market Street, 21st Floor, San Francisco, CA 94105 (Escrow No. 160290909-ST), attention Susan Trowbridge, Escrow Officer. This Agreement shall serve as instructions to Escrow Holder for consummation of the exchange of Easements contemplated hereby, provided that the parties shall execute such supplementary escrow instructions as Escrow Holder may reasonably require. This Agreement may be amended or supplemented by explicit additional escrow instructions signed by the parties, but the preprinted portion of such escrow instructions shall not supersede any inconsistent provisions contained herein.

B. "Closing" and "Closing Date" Defined. The term "Closing" means the date when Escrow Holder causes the Tunnel Easement Deed and the Open Space Easement Deed (collectively, the "Easement Deeds") to be recorded concurrently in the Office of the County Recorder of San Mateo County. The Closing shall occur within thirty (30) days after the Effective Date (as defined in Section 8.R), or on such earlier date as City and District may mutually agree (the "Closing Date"), subject to the provisions of Section 2.E [District's Conditions to Closing] and Section 2.F [City's Conditions to Closing]. The Closing Date may not be extended without the prior written approval of both District and City, except as otherwise expressly provided in this Agreement. If the Closing does not occur on or before the Closing Date, unless extended as aforesaid, Escrow Holder shall suspend all closing operations and contact the parties for further instructions.

C. District's Deposits into Escrow. On or before Escrow Holder's deadline for delivery of such items before Closing, District shall deliver into escrow the following:

- (i) a fully executed, notarized and recordable copy of the Tunnel Easement Deed;
- (ii) the required certificate of acceptance for the Open Space Easement Deed, duly executed by District and to be dated as of the Closing Date;
- (iii) funds sufficient to pay District's share of expenses, as provided in Section 5.B hereof;
- (iv) any documents needed in order to eliminate title exceptions other than District's Accepted Conditions of Title;
- (v) a certified copy of District's Approval Resolution, as defined in Section 2.E; and
- (v) District's approval of a closing statement in form and content satisfactory to District and City.

D. City's Deposits into Escrow. On or before Escrow Holder's deadline for delivery of such items before Closing, City shall deliver into Escrow the following:

- (i) a fully executed, notarized and recordable copy of each of Open Space Easement Deed;
- (ii) the required certificate of acceptance for the Tunnel Easement, duly executed by City and to be dated as of the Closing Date;
- (iii) funds sufficient to pay City's share of expenses, as provided in Section 5.A hereof;
- (iv) a certified copy of City's Approval Resolution, as defined in Section 2.F; and
- (v) City's approval of a closing statement in form and content satisfactory to District and City.

E. District's Conditions to Closing. The following are conditions precedent to District's obligation to complete the exchange of easements contemplated in this Agreement (collectively, "**District's Conditions Precedent**"):

- (i) The transactions contemplated herein shall have been approved by a unanimous vote of the District Board of Directors, as required by Section 5540.5 of the Public Resources Code ("**District's Approval Resolution**").
- (ii) City shall have delivered the items described in Section 2.D [City's Deposits Into Escrow]
- (iii) Escrow Holder shall be committed at the Closing to issue District's Title Policy, as defined in Section 3 [Condition of Title] to District.

District's Conditions Precedent contained in the foregoing subsections are solely for the benefit of District. If any such condition is not satisfied, District shall have the right in its sole discretion either to waive in writing the District's Condition Precedent in question and proceed with the purchase (provided that the District's Condition Precedent described in items (i) above may not be waived except insofar as District elects to extend the deadline for satisfying such item) or, in the alternative, terminate this Agreement. The waiver of any Condition Precedent shall not relieve City of any liability or obligation with respect to any representation, warranty, covenant or agreement of City. In addition, the Closing Date may be extended, at District's option, for a reasonable period of time specified by District, to allow such District's Conditions Precedent to be satisfied, subject to District's further right to terminate this Agreement upon the expiration of the period of any such extension if all such District's Conditions Precedent have not been satisfied.

F. City's Conditions to Closing. The following are conditions precedent to City's obligation to complete the exchange of Easements contemplated in this Agreement (collectively, "**City's Conditions Precedent**"):

(i) As of the Closing Date there shall be no litigation or administrative agency or other governmental proceeding, pending or threatened, which after the Closing could materially adversely affect the ability of City to use the Tunnel Easement Area for its intended use.

(ii) Escrow Holder shall be committed at the Closing to issue City's Title Policy, as defined in **Section 3** [Condition of Title], to City.

(iii) The transactions contemplated herein shall have been approved by all applicable City departments and agencies, including, without limitation, the Public Utilities Commission, in their respective sole discretion, no later than sixty (60) days after District executes and delivers this Agreement to City.

(iv) The City's Mayor and the Board of Supervisors, in the sole discretion of each, shall have enacted a resolution or ordinance approving and authorizing this Agreement, within ninety (90) days after District executes and delivers this Agreement to City ("**City's Approval Resolution**").

(v) District shall have delivered the items described in **Section 2.C** [District's Deposits into Escrow].

City's Conditions Precedent contained in the foregoing subsections (i) through (v) are solely for the benefit of City. If any of City's Conditions Precedent are not satisfied, City shall have the right in its sole discretion either to waive in writing the Condition Precedent in question and proceed with the purchase (provided that the Conditions Precedent described in items (iii) and (iv) above may not be waived except insofar as City elects to extend the deadline for satisfying such item) or, in the alternative, terminate this Agreement. The waiver of any Condition Precedent shall not relieve District of any liability or obligation with respect to any representation, warranty, covenant or agreement of District. In addition, the Closing Date may be extended, at City's option, for a reasonable period of time specified by City, to allow such Conditions Precedent to be satisfied, subject to City's further right to terminate this Agreement upon the expiration of the period of any such extension if all such Conditions Precedent have not been satisfied.

G. Closing Instructions. At Closing, provided all the conditions to the parties' obligations have been satisfied or waived as provided and permitted by this Agreement, Escrow Holder shall perform the following acts in the following order:

(i) Perform such acts as are necessary in order to insure title to the Tunnel Easement vested in City, subject only to City's Accepted Conditions of Title, including recording any deed of reconveyance, subordination agreement or other documentation as specified in supplemental escrow instructions submitted by City and District before Closing.

(ii) Perform such acts as are necessary in order to insure title to the Open Space Easements vested in District subject only to District's Accepted Conditions of Title, including recording any deed of reconveyance, subordination agreement or other documentation as specified in supplemental escrow instructions submitted by District and City before Closing.

(iii) Record the Easement Deeds in the Office of the County's Recorder and obtain endorsed copies thereof for each party;

(iv) Issue City's Title Policy to City;

(v) Issue District's Title Policy to District; and

(vi) Deliver to the appropriate party any other documents, instruments, and sums required by this Agreement, including District's Approval Resolution to City and City's Approval Resolution to District.

As soon as reasonably practicable after the Closing, Escrow Agent shall prepare a final accounting and closing statement for this transaction and send a copy to each party.

H. Remedies. If the exchange of the Easements is not consummated because of a default under this Agreement on the part of one of the parties or if a Condition Precedent cannot be fulfilled because a party frustrated such fulfillment by some affirmative act or negligent omission, the other party may, at its sole election, either (1) terminate this Agreement by delivery of notice of termination to defaulting party, whereupon the defaulting party shall pay to the non-defaulting party any title, escrow, legal and inspection fees incurred by such non-defaulting party and shall pay any escrow cancellation charges, and neither party shall have any further rights or obligations hereunder, or (2) continue this Agreement pending the non-defaulting party's action for specific performance and/or damages hereunder, including, without limitation, the non-defaulting party's costs and expenses incurred hereunder.

3. CONDITION OF TITLE

A. District Land

(i) At the Closing District shall convey to City marketable and insurable title to the Tunnel Easement, by the duly executed and acknowledged Tunnel Easement Deed, free and clear of all exceptions, liens and encumbrances except solely for City's Accepted Conditions of Title (as defined in **Subsection 3.A(ii)**).

(ii) Delivery of title in accordance with **Subsection 3.A(i)** shall be conclusively evidenced by the commitment of Chicago Title Company to issue to City a CLTA owner's policy of title insurance ("**City's Title Policy**") in the amount of City's investment in the Easements, insuring title to the Easements in City free of the liens of any and all deeds of trust, mortgages, and all other exceptions, liens and encumbrances except solely for City's Accepted Conditions of Title. City's Title Policy shall contain such special endorsements as City may reasonably request. With respect to the Tunnel Easement through Parcel HH 38-02 (portion of APN 096-230-110), "**City's Accepted Conditions of Title**" shall mean only (i) the lien of

real property taxes, not yet delinquent; and (ii) exceptions numbered 3 through 9 in the preliminary title report dated February 19, 2010, bearing Title No. 08-40700886-B-MF, attached hereto as **Exhibit C-1**. With respect to the Easement through Parcel HH 39-02 (portion of APN 063-590-060), "**City's Accepted Conditions of Title**" shall mean only (i) the lien of real property taxes, not yet due or payable; and (ii) exceptions numbered 4 through 11 in the preliminary title report dated February 17, 2010, bearing Title No. 08-40700885-C-MF, attached hereto as **Exhibit C-2**.

B. City Land

(i) At the Closing, City shall convey to District marketable and insurable title to the Open Space Easement by the duly executed and acknowledged Open Space Easement Deed, free and clear of all exceptions, liens and encumbrances except solely for District's Accepted Conditions of Title (as defined in **Subsection 3.B(ii)**).

(ii) Delivery of title in accordance with **Subsection 3.B(i)** shall be conclusively evidenced by the commitment of Chicago Title Company to issue to District a CLTA owner's policy of title insurance ("**District's Title Policy**") in the amount of \$50,000.00, insuring title to the Open Space Easements in District free of the liens of any and all deeds of trust, mortgages, and all other exceptions, liens and encumbrances except solely for District's Accepted Conditions of Title. "**District's Accepted Conditions of Title**" shall mean only (i) the lien of real property taxes, not yet delinquent; and (ii) exceptions numbered 6 through 12 in the preliminary title report dated February 19, 2010, bearing Title No. 09-40701905, attached hereto as **Exhibit D**. District's Title Policy shall contain such special endorsements as District may reasonably request.

4. REPRESENTATIONS AND WARRANTIES

A. District's Representations and Warranties. District makes to City the following representations and warranties, each of which is material, is being relied upon by City, and shall survive the Closing and recording of the Tunnel Easement Deed:

(i) Signing Authority. District and the signatories represent and warrant that upon obtaining District's Approval Resolution described in **Section 2.E**, the signatories to this Agreement are authorized to enter into this Agreement to convey the Tunnel Easement and no other authorizations are required to implement this Agreement on behalf of District.

(iii) No Leases. There are now, and will be at the Closing, no oral or written leases, occupancy agreements, licenses or easements affecting the Tunnel Easement Area or that would affect City's access to or use of the Tunnel Easement Area.

(iv) No Impediments to Use. District knows of no facts nor has District failed to disclose any fact that would prevent City from using the Tunnel Easement after Closing in the normal manner in which it is intended.

(v) No Lawsuits. There are no lawsuits or proceedings pending or, to the best of District's knowledge, threatened against or affecting District, District's Land or its use that would affect District's ability to consummate the exchange contemplated by this Agreement or City's use and enjoyment of the Tunnel Easement after the Closing.

B. City's Representations and Warranties. City makes to District the following representations and warranties, each of which is material, is being relied upon by District, and shall survive the Closing and recording of the Open Space Easement Deed:

(i) Authority. Upon obtaining the approvals described in **Sections 2.F(iii) and (iv)**, City will have the full right, power and authority to enter into this Agreement and to perform the transactions contemplated hereunder, and that no other authorizations are required to implement the exchange of the Easements on behalf of City.

(ii) No Leases. There are now, and will be at the Closing, no oral or written leases, occupancy agreements, licenses or easements affecting the Open Space Easement Area or that would affect District's access to or use of the Open Space Easement Area. District acknowledges that the existing SFPUC service road that crosses the Open Space Easement Area will continue to be used by City employees, contractors, subcontractors, agents, tenants, licensees and invitees, and agrees that such use is consistent with the Open Space Easement.

(iii) No Impediments to Use. City knows of no facts that would prevent District from using the Open Space Easement after Closing in the normal manner in which they are intended.

(iv) No Lawsuits. There are no lawsuits or proceedings pending or, to the best of City's knowledge, threatened against or affecting City, the Open Space Easement Area or its use that would affect District's ability to consummate the exchange contemplated by this Agreement or District's use and enjoyment of the Easement after the Closing.

5. PAYMENT OF COSTS

A. City's Expenses

City shall pay at the Closing (i) one-half of the escrow fees, (ii) the recording fees for the Tunnel Easement Deed, (iii) title insurance charges for City's Title Policy, and (iv) the costs incurred in connection with the prepayment or satisfaction of any loan, bond or other indebtedness secured in whole or part by the Open Space Easement Area including, without limitation, any prepayment or delinquency fees, penalties or charges, and any delinquent taxes that may have become a lien against the City Land.

B. District's Expenses

District shall pay at the Closing (i) one-half of the escrow fees, (ii) the recording fees for the Open Space Easement Deeds, (iii) title insurance charges for District's Title Policy, if any, and (iv) all costs incurred in connection with the prepayment or satisfaction of any loan, bond or other indebtedness secured in whole or part by the Tunnel Easement Area including, without

limitation, any prepayment or delinquency fees, penalties or charges. District shall also pay any delinquent taxes that may have become a lien against the District Land.

C. Other Expenses

Any other costs and charges of the escrow not otherwise provided for above in this Section or elsewhere in this Agreement shall be allocated in accordance with the closing customs for the County, as determined by Escrow Holder.

6. "AS-IS" CONVEYANCE; PROPERTY INFORMATION

A. Except as specifically otherwise set forth in this Agreement and/or the Easement Deeds, both parties are acquiring the respective real property interests on an "As-Is" basis, without warranties, express or implied, regarding the physical condition of the property, and are relying on their own inspections of the respective Easement Areas.

B. City acknowledges receipt of a copy of the documents listed in **Exhibit E**, attached hereto and incorporated into this Agreement, containing information about the District Land ("**District's Delivered Documents**"). District makes no warranty or representation concerning the accuracy and/or completeness of the information in such documents. District has no knowledge of any material inaccuracies in such documents.

C. District acknowledges receipt of a copy of the documents listed in **Exhibit F**, attached hereto and incorporated into this Agreement, containing information about the City Land ("**City's Delivered Documents**"). City makes no warranty or representation concerning the accuracy and/or completeness of the information in such documents. City has no knowledge of any material inaccuracies in such documents.

7. AGREEMENT TO COOPERATE ON IDENTIFYING ALIGNMENT FOR PUBLIC ACCESS TRAIL

A. The parties agree to fully and in good faith cooperate in the future on identifying and evaluating the feasibility of conveying a 20-foot wide trail easement over a portion of the Open Space Easement Area for purposes of providing a public access trail, and the patrol and maintenance thereof, to connect across the Open Space Easement Area from Ravenswood Open Space Preserve to University Avenue.

B. District shall undertake any appropriate studies at its sole election and expense, and City shall cooperate by allowing District reasonable access to the Open Space Easement Area as may be necessary to fully evaluate the feasibility of various trail alignments within the Open Space Easement Area.

C. City, acting through its Public Utilities Commission General Manager or designee, shall fully consider any proposal submitted by District that identifies a preferred trail alignment, and shall respond in writing within ninety (90) days of such submittal with City's proposed procedural terms for completing appropriate environmental review and bringing a grant of public trail easement to SFPUC's Commission and City's Mayor and Board of Supervisors for

consideration and approval. City and District may, in their independent discretion, thereafter enter into a Memorandum of Understanding or other non-binding instrument setting forth the roles and responsibilities of both parties in developing a recommendation for the granting and acceptance of a public trail easement to bring to the parties' respective authorizing bodies for consideration. District understands that City shall take into consideration potential impacts on SFPUC's water system facilities, improvements and operations, including but not limited to safety and security considerations, in evaluating and considering any proposed public trail project and proposed trail easement alignment.

D. In no event shall this Agreement be construed to obligate City to pay for a public trail project. District shall bear all costs of the trail project, if any, including but not limited to the costs of planning, environmental review, design, construction (including security fencing), any necessary mitigation, relocation of improvements, and removal of any encroachments. However, City shall bear its own staff costs associated with evaluating and considering any proposed public trail easement or trail construction project, and for processing any internal approvals.

E. With regard to any future proposed trail easement or trail construction approval actions, this Section 7 represents a general statement of the intent of the parties with respect to the subjects described herein. This Section 7 is not intended to be, and will not become, a contractually binding commitment to a trail easement or trail construction approval action, and no legal obligation will exist unless and until the parties have executed and delivered, following appropriate governmental approvals, a final agreement for any proposed trail easement or trail construction approval actions. District, as lead agency under CEQA, will prepare the appropriate environmental document for any proposed trail easement or trail construction approval actions. The SFPUC, as a responsible agency under CEQA, will review and consider such final environmental document for any proposed trail easement and trail construction before deciding whether to take such approval actions, including any Memorandum of Understanding related to those proposed approval actions. Both parties understand that there can not be final action on any proposed trail easement, or subsequently on any proposed trail construction, until there has been complete compliance with CEQA and San Francisco's Environmental Quality Regulations (San Francisco Administrative Code Section 31). The SFPUC and District intend, through these discussions, to identify the actions and activities that would be necessary to develop the proposed trail easement and trail construction, which will thereby facilitate meaningful environmental review.

With regard to any such proposed trail easement or subsequent trail construction, the SFPUC, as responsible agency under CEQA, retains absolute discretion to (1) challenge the project's environmental review or prepare additional environmental review under Title 14, California Code of Regulations ("CEQA Guidelines") Section 15096(e); (2) select feasible alternatives that avoid significant adverse impacts of the project or require the implementation of specific measures to mitigate direct or indirect environmental effects of those parts of the project that it decides to approve, as identified upon environmental evaluation in compliance with CEQA, as set forth in CEQA Guidelines Section 15096(g); (3) make findings pursuant to CEQA Guidelines Section 15096(h), which may include, but may not be limited to, deciding whether to adopt a statement of overriding consideration pursuant to CEQA Guidelines Section 15093.

The SFPUC understands that District, as a governmental agency, is also subject to CEQA, and accordingly, that District reserves the sole discretion to decide whether to enter into a Memorandum of Understanding with the SFPUC concerning any proposed trail easement or trail construction approval action, pending its preparation, review, and consideration of the final environmental document. With regard to any such proposed trail easement or trail construction the District, as lead agency under CEQA, retains absolute discretion to: (1) modify the project to mitigate significant adverse environmental impacts; (2) select feasible alternatives which avoid significant adverse impacts of the project; (3) require the implementation of specific measures to mitigate the significant adverse environmental impacts of the project, as identified upon environmental evaluation in compliance with CEQA; (4) reject the project as proposed if the economic and social benefits of the project do not outweigh otherwise unavoidable significant adverse environmental impacts of the project; or (5) approve the project upon a finding that the economic and social benefits of the project outweigh otherwise unavoidable significant adverse environmental impacts.

F. Concurrently with the future grant, if any, of a public trail easement by City to District, District shall quitclaim any and all rights to the Open Space Easement conveyed herein back to City, and such Open Space Easement shall thereupon be extinguished.

G. The agreements contained in this Section 7 shall survive the Closing and recording of the Open Space Easement Deed and Tunnel Easement Deed.

8. MISCELLANEOUS PROVISIONS

A. Choice of Law; City Charter. The internal laws of the State of California, regardless of any choice of law principles, shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties. There shall be no obligation for the payment of money by City under this Agreement unless City's Controller first certifies, 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.

B. Amendment. The parties hereto may by mutual written agreement amend this Agreement in any respect. Except as otherwise provided herein, this Agreement may be amended or modified only by a written instrument executed by City and District.

C. Rights Cumulative. Each and all of the various rights, powers and remedies of the parties shall be considered to be cumulative with and in addition to any other rights, powers and remedies which the parties may have at law or in equity in the event of the breach of any of the terms of this Agreement. The exercise or partial exercise of any right, power or remedy shall neither constitute the exclusive election thereof nor the waiver of any other right, power or remedy available to such party.

D. Notice. Whenever any party hereto desires or is required to give any notice, demand, or request with respect to this Agreement (or any exhibit hereto), each such communication shall be in writing and transmitted by United States mail, registered or certified

and return receipt requested, with proper postage prepaid, or by Federal Express or other reliable, private messenger, courier or other delivery service that provides confirmation of delivery and addressed as follows:

City:

To: San Francisco Public Utilities Commission
1145 Market Street, 7th Floor
San Francisco, California 94103
Attention: Brian Morelli
Facsimile No.: (415) 487-5201

With copy to:

Carolyn J. Stein
Deputy City Attorney
Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Facsimile No.: (415) 554-4755

District:

Midpeninsula Regional Open Space District
330 Distel Circle
Los Altos, CA 94022
Attn: General Manager
Facsimile: (650) 691-0485

A correctly 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. Facsimile numbers are provided above for convenience of communication; however, neither party may give official or binding notice by facsimile. The effective time of a notice shall not be affected by the delivery, prior to delivery of the original, of a telefacsimile copy of the notice. Either party hereto may from time to time, by notice in writing served upon the other as aforesaid, designate a different mailing address or a different person to which such notices or demands are thereafter to be addressed or delivered. Nothing contained in this Agreement shall excuse either party from giving oral notice to the other when prompt notification is appropriate, but any oral notice given shall not satisfy the requirements provided in this Section.

E. Severability. If any of the provisions of this Agreement are held to be void or unenforceable by or as a result of a determination of any court of competent jurisdiction, the decision of which is binding upon the parties, the parties agree that such determination shall not result in the nullity or unenforceability of the remaining portions of this Agreement. If possible, the parties further agree to replace such void or unenforceable provisions with provisions that will achieve the economic, business and other purposes of the void or unenforceable provisions.

F. Counterparts. This Agreement may be executed in separate identical counterparts, each of which shall be deemed as an original, and when executed, separately or

together, shall constitute a single original instrument, effective in the same manner as if the parties had executed one and the same copy.

G. Waiver. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or be construed as, a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement.

H. Entire Agreement. This Agreement (including all of the attached exhibits, which are incorporated into this Agreement by reference) is intended by the parties to be the final expression of their agreement with respect to the subject matter hereof, embodies the entire agreement and understanding between the parties hereto; constitutes a complete and exclusive statement of the terms and conditions thereof; and it may not be contradicted by evidence of any prior or contemporaneous correspondence, conversations, negotiations, agreements or understandings relating to the same subject matter.

I. Time of the Essence. Time is of the essence of each provision of this Agreement in which time is an element.

J. Survival of Covenants. All covenants of District or City which are expressly intended hereunder to be performed in whole or in part after the Closing, and all representations and warranties by either party to the other, shall survive the Closing (or, to the extent the context requires, any termination of this Agreement) and be binding upon and inure to the benefit of the respective parties hereto and their respective heirs, successors and permitted assigns. All representations and warranties by the respective parties contained herein or made in writing pursuant to this Agreement are intended to be, and shall remain, true and correct as of the Closing and shall be deemed to be material.

K. Assignment. Except as expressly permitted herein, neither party to this Agreement shall assign its rights or obligations under this Agreement to any third party without the prior written approval of the other party, which shall not be unreasonably withheld or delayed.

L. Further Documents and Acts. Each of the parties hereto agrees to execute and deliver such further documents and perform such other acts as may be reasonably necessary to carry out the provisions of this Agreement and the intentions of the parties.

M. Captions. Captions are provided herein for convenience only and they form no part of this Agreement and are not to serve as a basis for interpretation or construction of this Agreement, nor as evidence of the intention of the parties hereto.

N. Pronouns and Gender. In this Agreement, if it be appropriate, the use of the singular shall include the plural, and the plural shall include the singular, and the use of any gender shall include all other genders as appropriate.

O. Brokers. Each party represents to the other that it has not had any contact or dealings regarding the District Land, the City Land, the Easements or the subject matter of this

transaction, through any licensed real estate broker or other person who could claim a right to a commission or finder's fee in connection with the conveyance of any easement contemplated herein. In the event that any broker, agent or finder perfects a claim for a commission or finder's fee based upon any such contact, dealings or communication, the party through whom the broker, agent or finder makes his or her claim shall be responsible for such commission or fee and shall indemnify and hold harmless the other party from all claims, costs, and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by the indemnified party in defending against the same. The provisions of this paragraph shall survive the Closing.

P. 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 from the other party reasonable attorneys' fees and costs, including with respect to appeals, mediations, arbitrations, and bankruptcy proceedings. For purposes of this Agreement, reasonable attorneys' fees of City's Office of the City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the City Attorney's services were rendered who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney.

Q. Non-Liability of City Officials, Employees and Agents. Notwithstanding anything to the contrary in this Agreement, (i) no elective or appointive board, commission, member, officer, employee or agent of City shall be personally liable to District, its successors and assigns, in the event of any default or breach by City or for any amount which may become due to District, its successors and assigns, or for any obligation of City under this Agreement; and (ii) no elective or appointive board, commission, member, officer, employee or agent of District shall be personally liable to City, its successors and assigns, in the event of any default or breach by District or for any amount which may become due to City, its successors and assigns, or for any obligation of District under this Agreement.

R. Effective Date. This Agreement shall become effective on the date (the "Effective Date") when all of the following shall have occurred: (i) City's Board of Supervisors and Mayor shall have enacted a resolution or an ordinance approving and authorizing this Agreement, (ii) District's Board of Directors shall have adopted, by a unanimous vote as required by Section 5540.5 of the Public Resources Code, a resolution approving this Agreement; and (iii) both parties shall have executed and delivered the Agreement.

S. Relationship of Parties. The parties are not, and none of the provisions in this Agreement shall be deemed to render the parties, partners or joint venturers or members in any joint enterprise with on another. Neither party shall act as the agent of the other party in any respect hereunder. This Agreement is not intended nor shall it be construed to create any third party beneficiary rights in any third party, unless otherwise expressly provided.

T. Sunshine Ordinance. District understands and agrees that under the City's Sunshine Ordinance (San Francisco Administrative Code, Chapter 67) and the State Public Records Law (Gov. Code Section 6250 et seq.), this Agreement and any and all records, information, and materials submitted to the City hereunder are public records subject to public

disclosure. District hereby acknowledges that the City may disclose any records, information and materials submitted to the City in connection with this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement.

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation:

By: Amy L. Brown
Amy L. Brown
Director of Property

Date: 11/17/10

APPROVED AS TO FORM:
Dennis J. Herrera, City Attorney

By: Cynthia J. Stein
Deputy City Attorney

MIDPENINSULA REGIONAL OPEN SPACE DISTRICT, a California special district:

By: Mary Davey
Mary Davey
President
Board of Directors

Date: 6-14-10

ATTEST:

By: Michelle Radcliffe
Michelle Radcliffe
District Clerk

APPROVED AS TO FORM:

By: Susan M. Schectman
Susan M. Schectman
General Counsel

ESCROW HOLDER'S ACKNOWLEDGMENT

Escrow Holder agrees to act as escrow holder in accordance with the terms of this Agreement. Escrow Holder's failure to execute below shall not invalidate the Agreement between City and District.

ESCROW HOLDER:

CHICAGO TITLE COMPANY

By: _____
[signature]

Name: _____
[print name]

Its: _____

Date: _____

EXHIBIT A
TO
AGREEMENT TO EXCHANGE INTERESTS IN REAL PROPERTY

Tunnel Easement Deed

[See following page]

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:
San Francisco Public Utilities Commission
1145 Market Street, 7th Floor
San Francisco, CA 94103
Attention: Real Estate Services

The undersigned Grantee declares this instrument
to be exempt from Recording Fees (Gov't Code §27383)
and Documentary Transfer Tax (Revenue and Taxation
Code §11922)

Space above this line for Recorder's Use.

GRANT OF TUNNEL EASEMENT

For good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Midpeninsula Regional Open Space District, a California special district ("Grantor") grants to the City and County of San Francisco, a municipal corporation ("Grantee") and to its successors and assigns an exclusive perpetual subsurface easement in gross and right of way for the purpose of constructing, reconstructing, removing, replacing, repairing, maintaining, operating and using, as Grantee may see fit, for the transmission and distribution of water, a tunnel and pipelines within the tunnel and all necessary braces, connections, fastenings and other appliances and fixtures including underground telemetry and electrical cables for use in connection therewith or appurtenant thereto, in and across that certain real property (the "Easement Area") described in Exhibits A-1 and A-2 and depicted approximately (labeled "Property ID No.HH38-02" and "Property ID No.HH39-02") on Exhibits B-1 and B-2, respectively. The Easement Area is a portion of Grantor's real property described in Exhibit C ("Grantor's Property"). Exhibits A-1, A-2, B-1, B-2 and C are attached to and incorporated into this deed.

Grantee shall hold harmless, indemnify and defend Grantor and its employees, officials, officers, contractors and agents, and the heirs, personal representatives, successors and assigns of each of them (collectively "Indemnitees") from any and all liabilities, claims, demands, damages, and costs whatsoever, including but not limited to claims by any person for property damage, personal injury or death of any person, whether public or private (collectively, "Claims") to the extent caused by or arising from the use of Grantor's Property by Grantee or its officers, directors, employees, contractors, agents, volunteers or invitees, except to the extent any such Claims are caused by the negligence, willful misconduct or criminal act of Grantor or any other Indemnitee. Such indemnity shall extend to any Claims concerning any failure by Grantor to comply with the Americans with Disabilities Act or any local or state law regarding disability access connected with Grantor's Property. The duty of Grantee to indemnify and save harmless includes the duty to defend as set forth in Civil Code Section 2778.

In exercising its rights under this Grant of Tunnel Easement, Grantee shall comply with all applicable state and federal laws.

The rights and obligations contained herein shall run with the land, burden the Easement Area described in attached Exhibits A-1 and A-2, and bind and inure to the benefit of the successors and assigns of Grantor and Grantee.

Executed as of _____, 20__.

GRANTOR:

MIDPENINSULA REGIONAL OPEN
SPACE DISTRICT, a California public
district

By: _____
Mary Davey, President
Board of Directors

ATTEST:

By: _____
Michelle Radcliffe
District Clerk

APPROVED AS TO FORM:

By: _____
Susan M. Schectman
General Counsel

GRANTEE:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
Amy L. Brown
Director of Property

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____
Carolyn J. Stein
Deputy City Attorney

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)

State of California)
) ss
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed dated _____ from the grantor to the City and County of San Francisco, is hereby accepted pursuant to Board of Supervisors' Resolution No. 18110 Series of 1939, approved August 7, 1957, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____
AMY L. BROWN
Director of Property

EXHIBIT A-1

**DESCRIPTION OF PORTION OF EASEMENT AREA
(SEPUC PROPERTY ID No. HH38-02)**

[See following page]



January 15, 2010

EXHIBIT "A-1"
LEGAL DESCRIPTION
Property I.D. No. HH38-02
SFPUC Bay Division Pipeline
Subsurface Tunnel Easement

All that real property situated in the City of Menlo Park, County of San Mateo, State of California, being a portion of the land described ("PARCEL E-2") by Westbay Community Associates to Midpeninsula Regional Open Space District, by deed recorded December 19, 1984, as Document Number 84134575, said county records, more particularly described as follows:

BEGINNING at the northwesterly corner of said "PARCEL E-2" as shown on Sheet 10 of that certain Record of Survey filed July 28, 1977, in Volume 8 of L.L.S. Maps at Page 76, said county records, thence along the westerly line of said "PARCEL E-2", South 30°06'20" East (North 30°06'17" West), 301.17 feet to the **TRUE POINT OF BEGINNING** of this description;

thence leaving said westerly line, North 62°34'22" East, 926.23 feet to the northeasterly line of said "PARCEL E-2";

thence along said northeasterly line, South 38°51'48" East, 51.01 feet;

thence leaving said northeasterly line, South 62°34'22" West, 934.00 feet to said westerly line;

thence along said westerly line, North 30°06'20" West, 50.05 feet to the **TRUE POINT OF BEGINNING**.

Containing 46,506 sq. ft. or 1.07 acres, more or less, portion of APN 096-230-110

The above described easement shall be vertically limited to only that portion of land lying between the elevations of -42.0 feet and -117.0 feet, North American Vertical Datum of 1988 (NAVD 88).

All bearings and distances shown on this Exhibit are based upon the North American Datum of 1983 (NAD 83), California Coordinate System, Zone III, Epoch 1991.35. All distances shown hereon are grid distances. To convert to ground distance, multiply expressed distances by 1.000055883. Areas shown are calculated using grid distances. To convert to ground area, multiply the expressed area by 1.00011177.

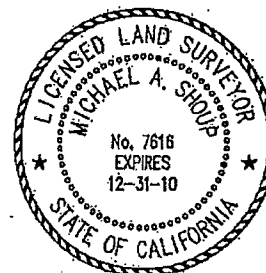
A plat showing the above-described parcel is attached herein and made a part hereof as Exhibit "B-1".

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

Michael A. Shoup 01.15.10

Michael A. Shoup, PLS 7616
License Expires 12/31/2010

END OF DESCRIPTION



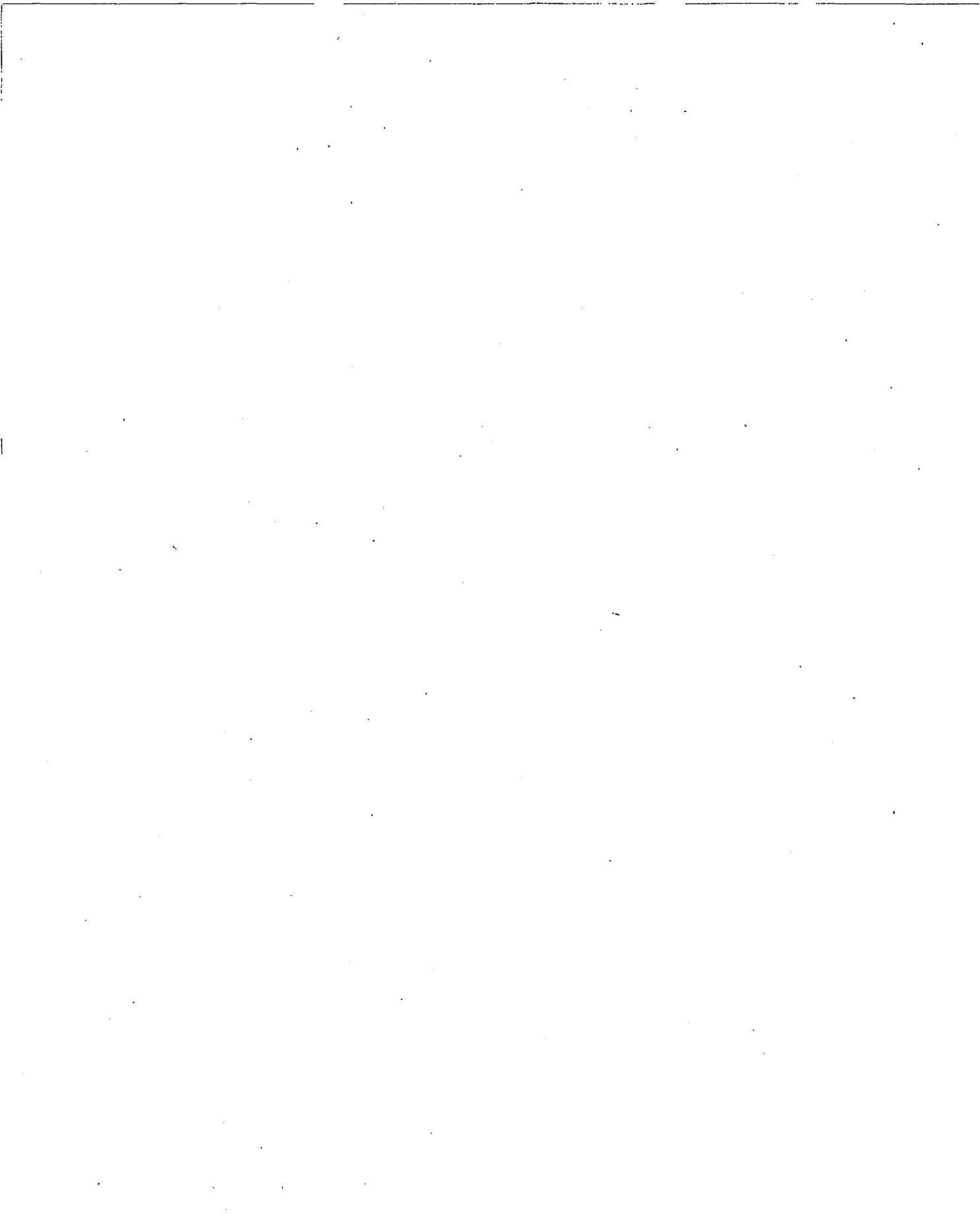
255 Shoreline Drive
Suite 200
Redwood City
California 94065
phone 650.482.6300
fax 650.482.6399
www.bkf.com



EXHIBIT A-2

**DESCRIPTION OF PORTION OF EASEMENT AREA
(SFPUC PROPERTY ID No. HH39-02)**

[See following page]



1. 2.



3. 4.



ENGINEERS
SURVEYORS
PLANNERS

January 15, 2010

EXHIBIT "A-2"
LEGAL DESCRIPTION
Property I.D. No. HH39-02
SFPUC Bay Division Pipeline
Subsurface Tunnel Easement

All that real property situate in the City of Menlo Park, County of San Mateo, State of California, being a portion of the land described by Leslie Salt Co. to the Midpeninsula Regional Open Space District, by deed recorded June 22, 1981, in Document Number 1981-58323AS, said county records, more particularly described as follows:

BEGINNING at the northwesterly corner of said "PARCEL E-2" as shown on Sheet 10 of that certain Record of Survey filed July 28, 1977, in Volume 8 of L.L.S. Maps at Page 76, said county records, thence along the westerly line of said "PARCEL E-2", South 30°06'20" East (North 30°06'17" West), 301.17 feet to the **TRUE POINT OF BEGINNING** of this description;

thence continuing along said westerly line, South 30°06'20" East, 50.05 feet;

thence leaving said westerly line, South 62°34'22" West, 384.86 feet to the beginning of a tangent curve to the right;

thence along said curve with a radius of 1025.00 feet, through a central angle of 23°02'37" and an arc length of 412.24 feet;

thence South 85°36'59" West, 195.75 feet to the southerly line of Tract 12 (D-12) "PARCEL ONE" of the lands conveyed by the Southern Pacific Transportation Company to the San Mateo County Transit District, by deed recorded November 9, 1994, as Instrument Number 94-172451, said county records, and to the beginning of a non-tangent curve concave northwesterly, from which point a radial line, from the curve to the radius point, bears North 32°02'51" West;

thence along said curve with a radius of 11584.20 feet, through a central angle of 00°31'41" and an arc length of 106.76 feet;

thence leaving said southerly line, North 85°36'59" East, 101.43 feet to the beginning of a tangent curve to the left;

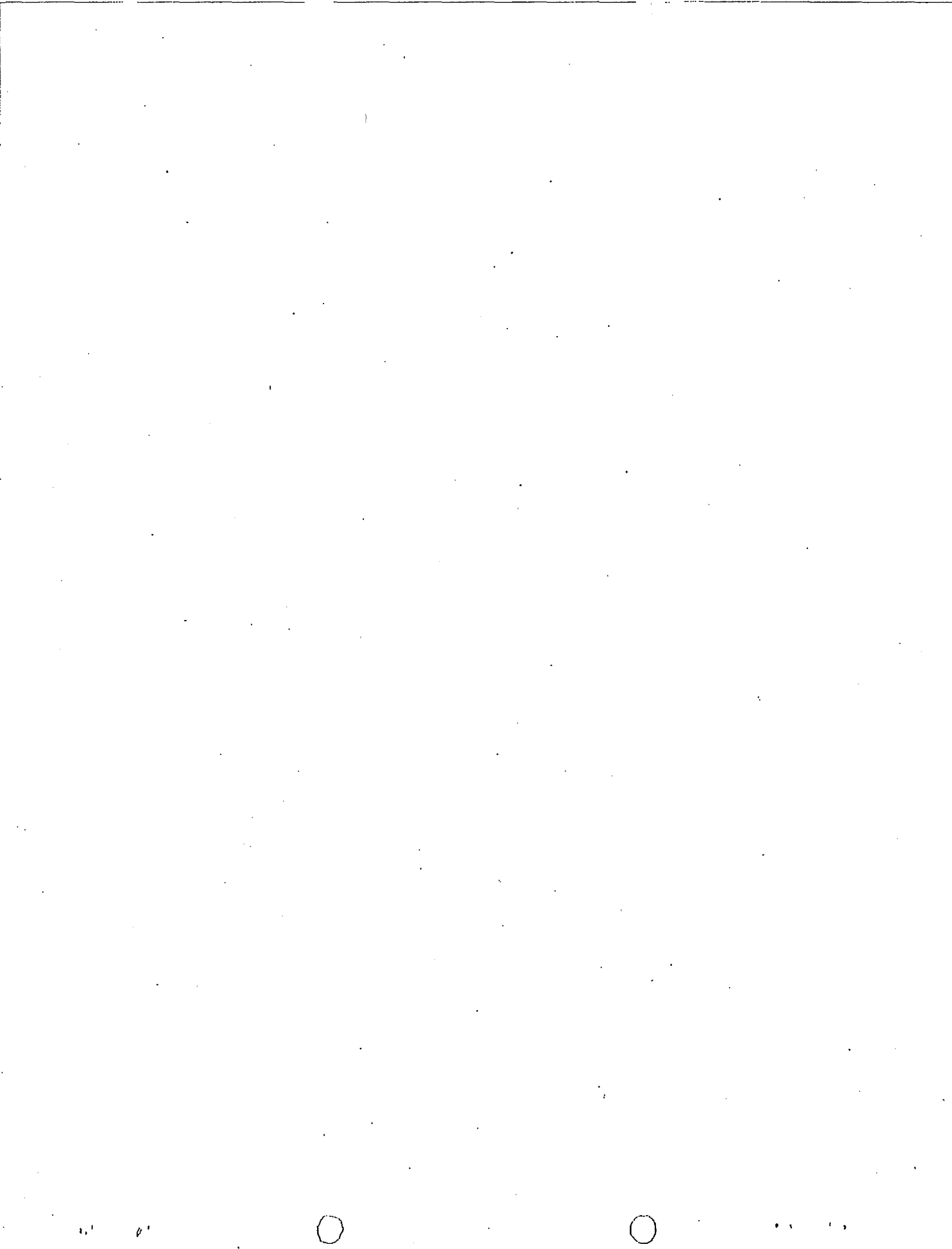
thence along said curve with a radius of 975.00 feet, through a central angle of 23°02'37" and an arc length of 392.13 feet;

thence North 62°34'22" East, 382.52 feet to the **TRUE POINT OF BEGINNING**.

Containing 46,715 sq. ft. or 1.07 acres, more or less, portion of APN 063-590-060

The above described easement shall be vertically limited to only that portion of land lying between the elevations of -44.0 feet and -119.0 feet, North American Vertical Datum of 1988 (NAVD 88).

255 Shoreline Drive
Suite 200
Redwood City
California 94065
phone 650.482.6300
fax 650.482.6399
www.bkf.com





All bearings and distances shown on this Exhibit are based upon the North American Datum of 1983 (NAD 83), California Coordinate System, Zone III, Epoch 1991.35. All distances shown hereon are grid distances. To convert to ground distance, multiply expressed distances by 1.000055883. Areas shown are calculated using grid distances. To convert to ground area, multiply the expressed area by 1.0001177.

A plat showing the above-described parcel is attached herein and made a part hereof as Exhibit "B-2".

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

Michael A. Shoup 01-15-10

Michael A. Shoup, PLS 7616
License Expires 12/31/2010



END OF DESCRIPTION

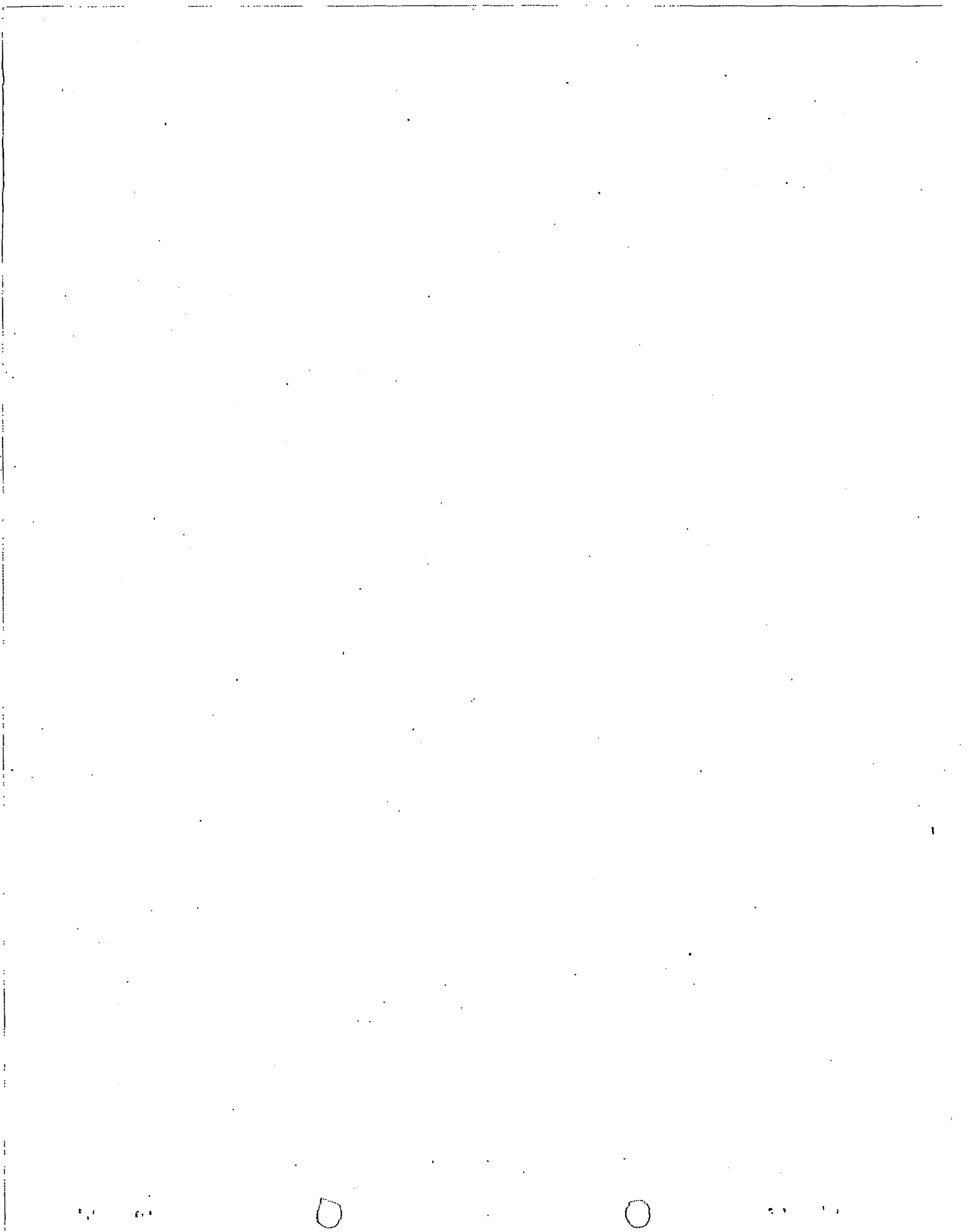
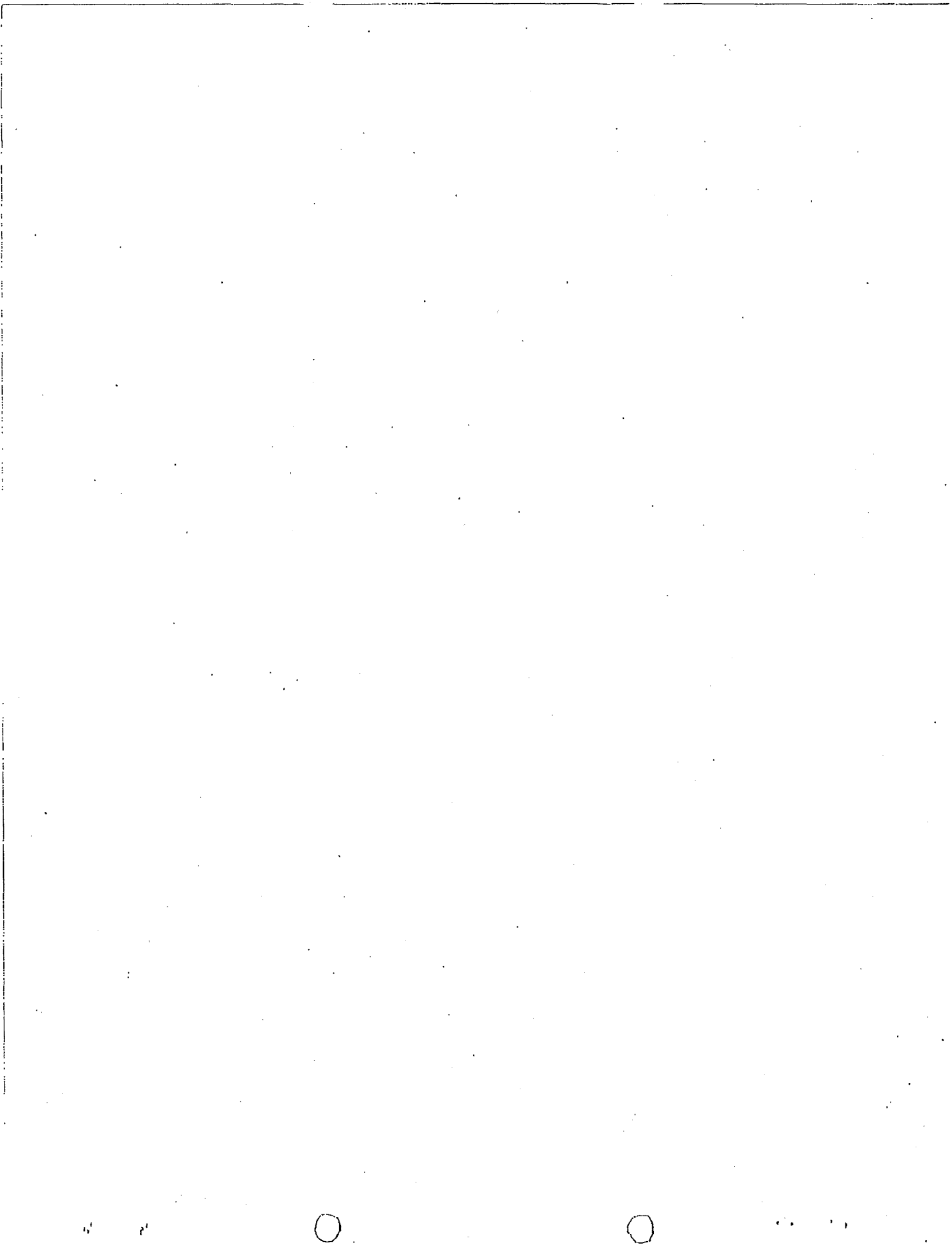


EXHIBIT B-1

**PLAT OF PORTION OF EASEMENT AREA
(SFPUC PROPERTY ID NO. HH38-02)**

[See following page]



NOTE:

All bearings and distances shown on this Exhibit are based upon the North American Datum of 1983 (NAD83), California Coordinate System, Zone III, Epoch 1991.35. All distances shown are grid distances. To convert to ground distance, multiply expressed distances by 1.000055883. Areas shown are calculated using grid distances. To convert to ground area, multiply the expressed area by 1.0001177.

EXHIBIT "B-1"
SUBSURFACE TUNNEL EASEMENT

THE EASEMENT SHOWN HEREON SHALL BE VERTICALLY LIMITED TO ONLY THAT PORTION OF LAND LYING BETWEEN THE ELEVATIONS OF -42.0 FEET AND -117.0 FEET, NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

JA R/W LINE TABLE		
NO.	BEARING	DISTANCE
L1	N62°34'22"E	928.23
L2	S38°51'48"E	51.01
L3	S62°34'22"W	934.00
L4	N30°06'20"W	50.05

APN 093-600-030
SFPUC

STATE OF CALIFORNIA
APN 096-230-140
8 LLS 76, PARCEL E-1
NO DEED FOUND

APN 093-600-010
SFPUC, DN
SFPUC-8484v[1]
(26 LLS 65)

MIDPENINSULA REGIONAL
OPEN SPACE DISTRICT
APN 096-230-110
8 LLS 76, PARCEL E-2
DN 84134575
TITLE NO. 08-40700886-A-MH,
EFFECTIVE DATE OF OCTOBER 13, 2009

SMCTD
NO APN FOUND

POINT OF BEGINNING

TRUE POINT OF BEGINNING

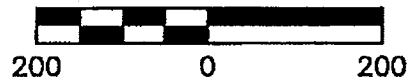
301.17'
225.65'
N30°06'20"E
PER 8 LLS 76

PROPERTY I.D. NO. HH38-02
46,506 Sq.Ft. ± 1.07 Acres ±

LEGEND

- APN ASSESSOR'S PARCEL NUMBER
- DN DOCUMENT NUMBER
- SFWD SAN FRANCISCO WATER DEPARTMENT
- SMCTD SAN MATEO COUNTY TRANSIT DISTRICT
- LLS LICENSED LAND SURVEYOR

MIDPENINSULA REGIONAL
OPEN SPACE DISTRICT
APN 063-590-060
DN 1981-58323AS
TITLE NO. 08-40700885-B-MH,
EFFECTIVE DATE OF OCTOBER 13, 2009



SCALE 1"=200'



MAS
01-15-10

CITY OF MENLO PARK
COUNTY OF SAN MATEO
STATE OF CALIFORNIA

J:\work\080212-03\Title & Legal\HH38-02\HH38-02 Plot.dwg



255 SHORELINE DRIVE
SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

Subject **HETCH HETCHY CORRIDOR**
Property I.D. No. HH38-02

Job No. **20080212-03**

By **JB/AMC** Date **1-15-10** Chkd. **MAS**

SHEET **1** OF **1**

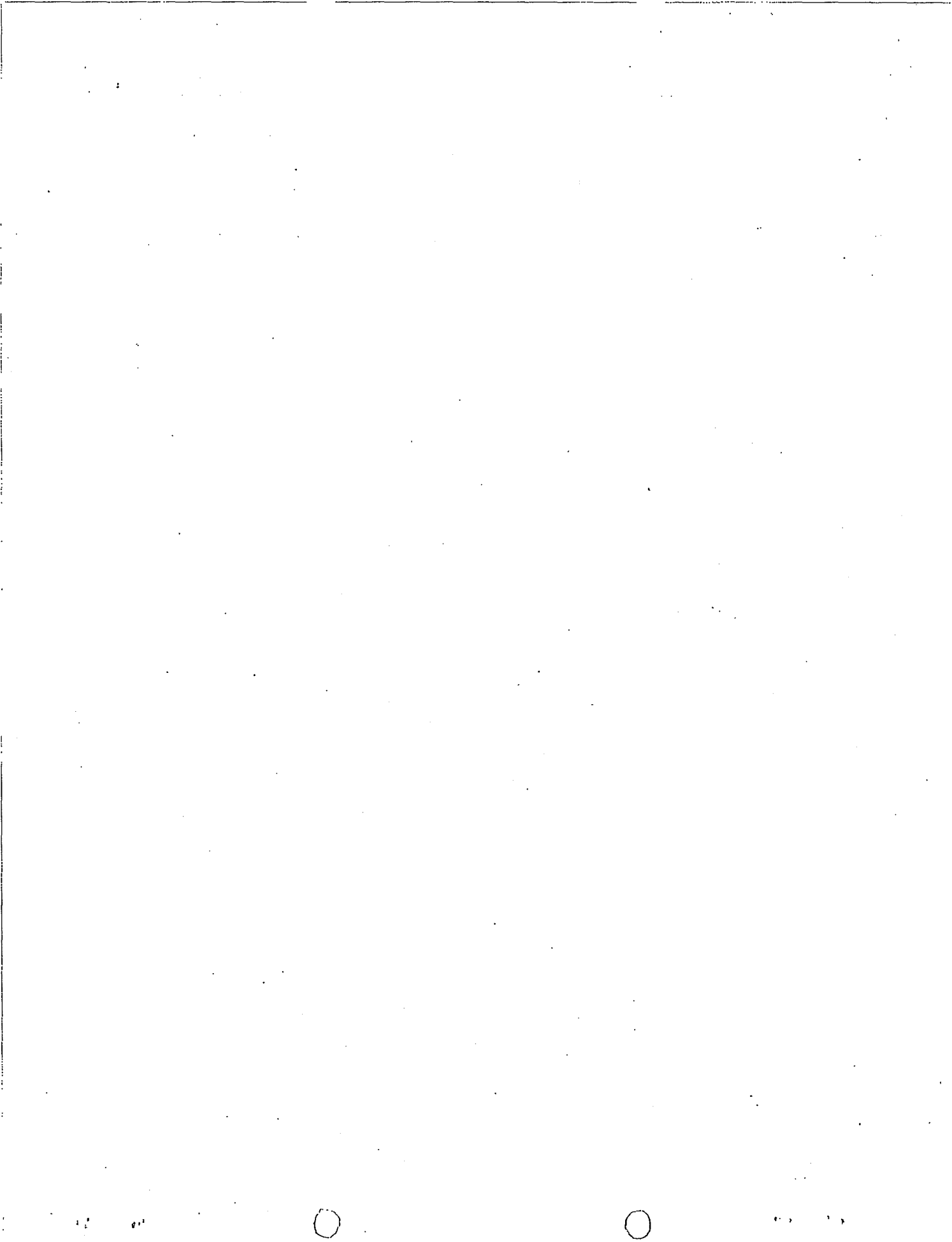


EXHIBIT B-2

**PLAT OF PORTION OF EASEMENT AREA
(SFPUC PROPERTY ID NO. HH39-02)**

[See following page]



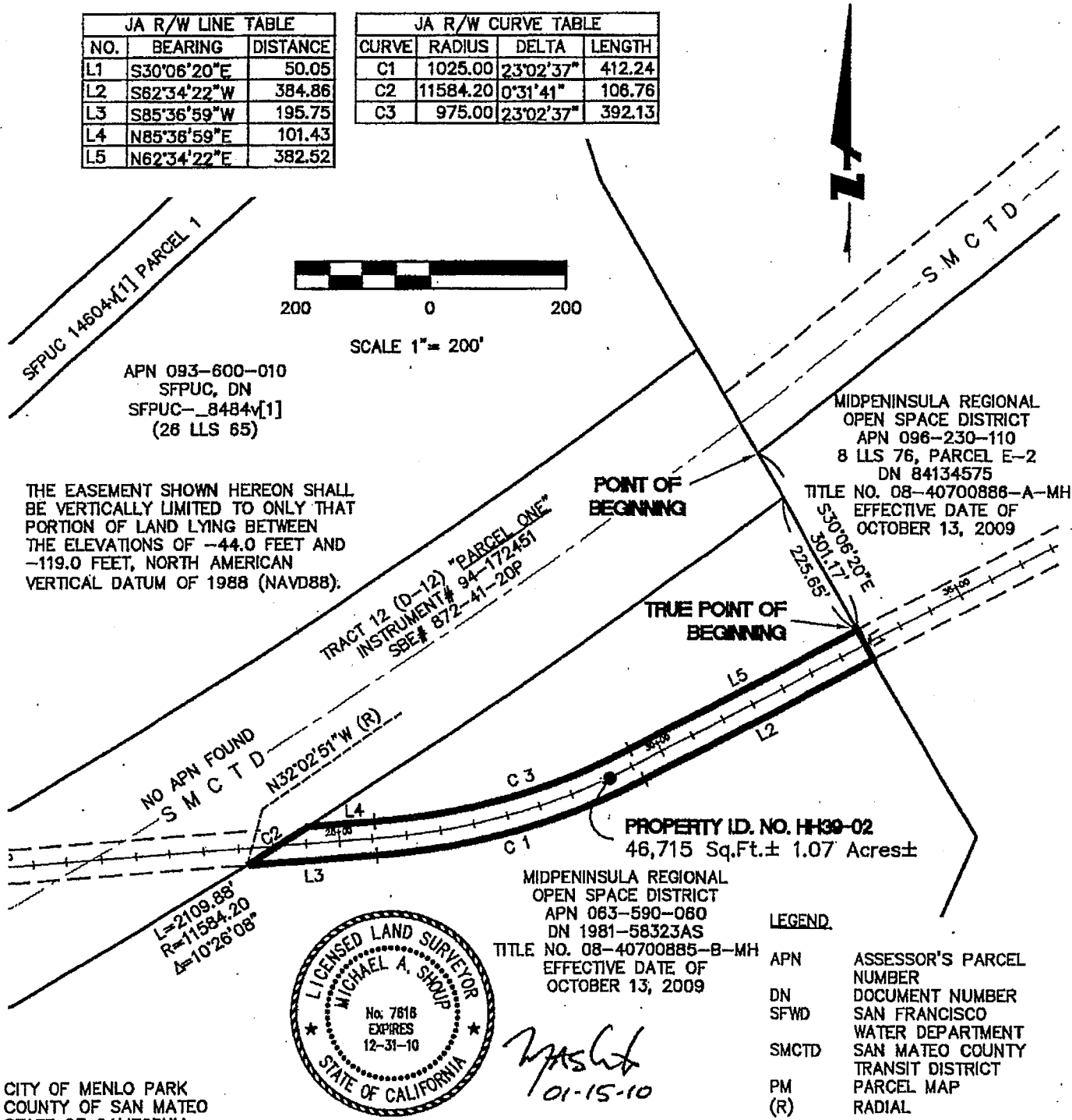
NOTE:

All bearings and distances shown on this Exhibit are based upon the North American Datum of 1983 (NAD83), California Coordinate System, Zone III, Epoch 1991.35. All distances shown are grid distances. To convert to ground distance, multiply expressed distances by 1.000055883. Areas shown are calculated using grid distances. To convert to ground area, multiply the expressed area by 1.0001177.

EXHIBIT "B-2"
SUBSURFACE TUNNEL EASEMENT

JA R/W LINE TABLE		
NO.	BEARING	DISTANCE
L1	S30°06'20"E	50.05
L2	S82°34'22"W	384.86
L3	S85°36'59"W	195.75
L4	N85°36'59"E	101.43
L5	N62°34'22"E	382.52

JA R/W CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	1025.00	23°02'37"	412.24
C2	11584.20	0°31'41"	106.76
C3	975.00	23°02'37"	392.13



APN 093-600-010
SFPUC, DN
SFPUC-8484v[1]
(26 LLS 65)

THE EASEMENT SHOWN HEREON SHALL BE VERTICALLY LIMITED TO ONLY THAT PORTION OF LAND LYING BETWEEN THE ELEVATIONS OF -44.0 FEET AND -119.0 FEET, NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).

MIDPENINSULA REGIONAL
OPEN SPACE DISTRICT
APN 096-230-110
8 LLS 76, PARCEL E-2
DN 84134575
TITLE NO. 08-40700886-A-MH
EFFECTIVE DATE OF
OCTOBER 13, 2009

PROPERTY I.D. NO. HH39-02
46,715 Sq.Ft.± 1.07 Acres±

MIDPENINSULA REGIONAL
OPEN SPACE DISTRICT
APN 063-590-080
DN 1981-58323AS
TITLE NO. 08-40700885-B-MH
EFFECTIVE DATE OF
OCTOBER 13, 2009

LEGEND.

APN	ASSESSOR'S PARCEL NUMBER
DN	DOCUMENT NUMBER
SFWD	SAN FRANCISCO WATER DEPARTMENT
SMCTD	SAN MATEO COUNTY TRANSIT DISTRICT
PM	PARCEL MAP
(R)	RADIAL



MAS
01-15-10

CITY OF MENLO PARK
COUNTY OF SAN MATEO
STATE OF CALIFORNIA



255 SHORELINE DRIVE
SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

Subject HETCH HETCHY CORRIDOR
Property I.D. No. HH39-02
Job No. 20080212-03
By JB/AMC Date 1-15-10 Chkd. MAS
SHEET 1 OF 1

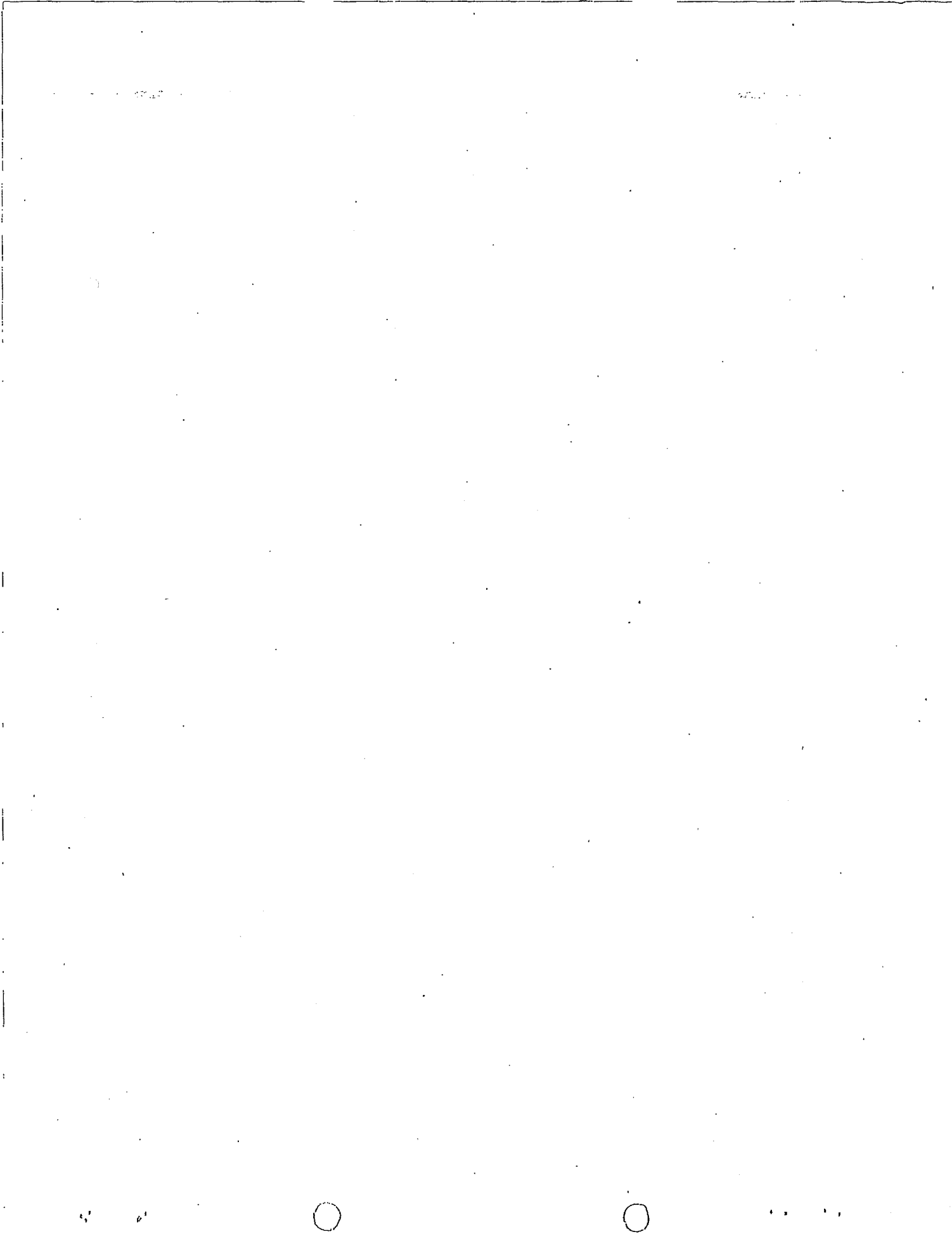


EXHIBIT C

DESCRIPTION OF GRANTOR'S PROPERTY

1. That real property in the City of Menlo Park, County of San Mateo, State of California, described as follows: Parcel E-2, as such parcel is shown on that certain Record of Survey map filed July 28, 1977, in Book 8 of Licensed Land Surveys at Pages 76-88 (53841-AL).

JPNs: 096-023-230-02A

096-023-230-05A

APN: 096-230-110

(Includes the portion of the Easement Area that is described in Exhibit A-1 and identified on Exhibit B-1 as Property ID No. HH38-02)

2. That real property in the City of Menlo Park, County of San Mateo, State of California, described as follows: Commencing at Station "P.M.C.7" of the Official Survey of the Rancho de las Pulgas; thence south 18°02' west 23 chains to the Station "P.M.C.6", south 44°30' east 37 chains to Station "P.M.C.5", south 23°23' west 61.13 feet; thence leaving said Rancho line North 66°26' east 889.3 feet to the southerly terminus of that line described in Boundary Agreement, between Westbay Community Associates and Leslie Salt Company, recorded October 25, 1977 in Book 7639 of Official Records at page 283 (File No. 87853-AL), Records of San Mateo County, California, said terminus being described therein as being a point which is located south 00°55'58" west 85.43 feet from a 2" x 2" wooden stake set for the north quarter corner of Section 30, T.5s., R.2W., Mt. Diablo Meridian, said stake set 104.49 feet southerly of a found ¾" iron pipe monument tagged "R.C.E. 5476", and 85.50 feet northerly of a similar found monument, and both of which found monuments are shown on the Record of Survey Map of 6.62 acre parcel in Menlo Park, California, recorded December 29, 1960 in Block 4 of L.L.S. Maps at page 100, Records of San Mateo County, California, and said quarter corner being distant north 22°22'46" east 394.05 feet from a survey control point called "488-4", being a remset nail" and a tin on the east footing of P.G. & E. Tower No. 10/68/2; thence northerly, and along the line described in said boundary line agreement the following courses; north 0°55'58" east 1399.70 feet, north 88°38'47" west 381.53 feet, north 1°31'15" west 104.70 feet, north 6°26'09" west 970.36 feet, north 22°46'01" west 1249.03 feet, and north 30°06'17" west 580 feet, more or less to the southeasterly line of the Southern Pacific Company 250 foot wide right of way and the named boundary, on a curve to the right, with a radius of 11,584.2 feet, an arc distance of 36 chains, more or less to a point on that certain course in the boundary of said Rancho de las Pulgas, extending from Station "P.M.C. "7" to P.M.C. "8"; thence along said course south 27° east 1.12 chains, more or less to the point of commencement.

APN: 063-590-060-8

(Includes the portion of the Easement Area that is described in Exhibit A-2 and identified on Exhibit B-2 as Property ID No. HH39-02)

EXHIBIT B
TO
AGREEMENT TO EXCHANGE INTERESTS IN REAL PROPERTY

Open Space Easement Deed

[See following page]

WHEN RECORDED MAIL TO:

Midpeninsula Regional Open Space District
330 Distel Circle
Los Altos, CA 94022
Attention: General Manager

NO TRANSFER TAX DUE
PUBLIC AGENCY ACQUIRING TITLE,
CALIFORNIA REVENUE AND TAXATION
CODE SECTION 11922

DULY RECORDED WITHOUT FEE
Pursuant to Government Code
Sections 6103, 27383.

BY: _____

GRANT OF OPEN SPACE EASEMENT AND AGREEMENT

This Grant of Open Space Easement and Agreement ("**Agreement**") is made as of _____, 2010, by and between City and County of San Francisco, a municipal corporation ("**Grantor**") and the Midpeninsula Regional Open Space District, a public district formed pursuant to Article 3 of Chapter 3 of Division 5 of the California Public Resource Code ("**Grantee**").

1. **Grant of Easement.** Grantor grants to Grantee a non-exclusive open space easement (the "**Easement**") over, across, in and upon a portion of that certain real property described in "**Exhibit A**" attached hereto and incorporated herein by this reference, also known as San Mateo County Assessor Parcels No. 093-590-030, 093-590-050 and 093-590-060 ("**Grantor's Property**"), for the purpose of preserving an unobstructed open space corridor between University Avenue and Grantee's real property known as Ravenswood Open Space Preserve, which is further described in **Exhibit B** attached hereto and incorporated herein by this reference (the "**Preserve**"), said Easement being appurtenant to said Preserve, together with the right to patrol said Easement. The portion of Grantor's Property that is subject to the Open Space Easement (the "**Easement Area**") is described in **Exhibit C** attached hereto and incorporated herein by this reference. The parties' respective rights and obligations with respect to the Open Space Easement are set forth in this Agreement.

2. **Grantee's Use of the Easement Area.** Grantee may enter and use the Easement Area for purposes of inspecting and patrolling same to confirm compliance with the terms of this Agreement, and for purposes of studying the feasibility of a potential public trail easement (provided, however, that Grantee shall not conduct any invasive studies or tests on Grantor's Property without Grantor's prior written consent), and for no other use or purpose. Grantee shall conduct such patrols, inspections and studies only on foot or, if by vehicle, by way of the then existing service road. Without limiting the foregoing, Grantee agrees that it shall not operate motorized vehicles off road on Grantor's Property, or construct, install or display any improvements, signs, notices or graphics on Grantor's Property or otherwise modify Grantor's Property. In exercising its rights to enter the Easement Area under this Agreement, Grantee shall comply with all applicable laws and all reasonable procedures and requirements promulgated in writing by Grantor related to safety, security and the protection of Grantor's land, improvements and operations, including Grantor's standard insurance requirements, as such insurance requirements may be revised from time-to-time. The insurance requirements of this Section may be satisfied by Grantee's delivery to Grantor of satisfactory evidence of equivalent insurance coverage provided by Grantee's membership in a governmental agency self-insured program. Grantee shall notify Grantor's Watershed Resources Manager or designee in advance of each entry onto the Easement Area.

3. **No Third-Party Rights.** No right of access by the general public or any third parties to any portion of Grantor's Property is conveyed or granted by this Easement. This Agreement is made and entered into for the sole benefit and protection of Grantor and Grantee and their respective permitted grantees, successors, and assigns. No person or entity other than the parties hereto and their respective permitted grantees, successors, and assigns shall have any right of action under the Open Space Easement or any right to enforce the terms and provisions hereof.

4. **Transfer of Grantee's Rights.** Grantee may transfer, assign or otherwise convey all of its rights, title and interest in the Open Space Easement only to another public agency or other entity that is authorized to acquire and hold open space easements under California law, and only after obtaining the prior written consent of Grantor. Any transfer, assignment or other conveyance without such consent shall be void. Such consent shall not be unreasonably withheld by Grantor.

5. **Grantor's Fee Title.** Nothing contained herein is intended to result in a forfeiture of Grantor's fee title in any respect. Grantor specifically reserves the right to convey fee title, or to lease, or to grant easements or permits pertaining to the Easement Area, to any third party subject to the terms of this instrument.

6. **Forbearance.** Enforcement of the terms of the Open Space Easement shall be at the discretion of each party, and any forbearance of a party to exercise its rights under this Agreement in the event of any breach of any term hereof by the other party shall not be deemed or construed to be a waiver by the forbearing party of such term or of any subsequent breach of the same or any other term of the Agreement or of any of that party's rights under the Open Space Easement. No delay or omission by either party in the exercise of any right or remedy upon any breach by the other party shall impair such right or remedy or be construed as a waiver.

7. **Indemnity.** Grantee shall hold harmless, indemnify and defend Grantor and its employees, officials, officers, contractors and agents, and the heirs, personal representatives, successors and assigns of each of them (collectively "Indemnitees") from any and all liabilities, claims, demands, damages, and costs whatsoever, including but not limited to claims by any person for property damage, personal injury or death of any person, whether public or private (collectively, "Claims") to the extent caused by or arising from the use of Grantor's Property by Grantee or its officers, directors, employees, contractors, agents, volunteers or invitees, except to the extent any such Claims are caused by the negligence, willful misconduct or criminal act of Grantor or any other Indemnitee. Such indemnity shall extend to any Claims concerning any failure by Grantor to comply with the Americans with Disabilities Act or any local or state law regarding disability access connected with Grantor's Property. The duty of Grantee to indemnify and save harmless includes the duty to defend as set forth in Civil Code Section 2778.

8. **Grantor's Reserved Rights.** Grantee acknowledges by acceptance of this grant of Easement that the present uses of the Easement Area are compatible with the purpose of the Open Space Easement. Further, notwithstanding anything contained in this Agreement to the contrary, Grantor, its employees, contractors, subcontractors, agents, successors and assigns (collectively, "Grantor Parties"), shall have the right to (a) use all of Grantor's real property outside of the Easement Area ("Grantor's Remaining Property") in any way and for any purpose whatsoever; and (b) use the Easement Area as Grantor deems necessary or convenient for the operation and security of its water system and to provide ingress to and egress from Grantor's Remaining Property provided that Grantor shall not construct any permanent buildings within the Easement Area or any other permanent structures that would be incompatible with preserving the Easement Area in its unobstructed, open space condition, except as otherwise provided herein. Such permitted use of the Easement Area by Grantor and the Grantor Parties shall include, without limitation:

(a) Maintaining, repairing, improving, using, replacing, modifying, expanding and/or relocating the existing road on Grantor's Property, including within the Easement Area;

(b) Maintaining, operating, repairing and replacing as necessary any other existing improvements within the Easement Area such as, without limitation, any fences, utility lines and water system facilities;

(c) Erecting new fences provided such fences do not unreasonably impede Grantee's ability to patrol the Easement Area;

(d) Installing, maintaining, operating, repairing and replacing as necessary pipes, conduits and other water system facilities;

(e) Installing, maintaining, operating, repairing and replacing as necessary utility lines and poles;

(f) Conducting vegetation management operations consistent with Grantor's vegetation management policy;

(g) Taking prudent actions to prevent, abate or mitigate significant injury to Grantor's Property from causes beyond Grantor's control, such as fire, flood, storm, earth movement and trespass;

(h) Removing feral and/or non-native animal species as required by law or as deemed necessary by Grantor in its sole discretion for conservation or public health reasons;

(i) Pest control operations;

(j) Storing materials and equipment, such as pipes, culverts, fencing, tools, construction vehicles and supplies, and the like, while work is in progress; and

(k) Operating motorized vehicles, for ingress, egress, property management and water system construction and operation purposes.

9. As-Is Condition; Encroachments. Grantee accepts the Open Space Easement on the Easement Area in its as-is condition with all faults, including any unauthorized encroachments that may currently exist or subsequently be placed within the Easement Area. Nothing in this Agreement shall obligate Grantor to cause encroachments to be removed, or to modify or repair the Easement Area or any of Grantor's Remaining Property or to maintain it to any particular standard. Grantee shall have the right, but not the obligation, to take lawful measures, including litigation, to cause encroachments to be removed from the Easement Area, and to the extent that the fee owner's cooperation is required in such measures, Grantor shall reasonably cooperate in same; provided, however, that Grantor shall not be required to incur expenses or assume liability in connection with such measures. Neither Grantor nor any of its Board or Commission members, officers, agents, contractors or employees shall be liable for any damage to the property of Grantee, its officers, directors, employees, contractors, agents, volunteers or invitees, or their employees, or for any bodily injury or death to such persons, resulting or arising from the condition of Grantee's Property or Grantee's use of the Open Space Easement.

10. Severability. Each provision of this Agreement is intended to be severable. If any term or provision shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this Agreement and shall not affect the validity of the remainder of this Agreement.

11. **Attorneys' Fees.** If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in the proceeding shall receive, in addition to all court costs, reasonable attorneys' fees. For purposes of this Agreement, reasonable attorneys' fees of the Grantor's Office of the City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the City Attorney's services were rendered who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney.

12. **Governing Law.** The rights and obligations of the parties under this Agreement shall be interpreted in accordance with the laws of the State of California as applied to contracts that are made and performed entirely in California.

13. **Potential Trail Easement.** The parties agree to cooperate in good faith on evaluating the feasibility of creating a 20-foot wide trail easement over a portion of the Easement Area for purposes of providing a public access trail, and the patrol and maintenance thereof, to connect across the Easement Area from the Preserve to University Avenue. In the event that Grantor grants to Grantee, and Grantee accepts from Grantor, a public trail easement across Grantor's Property, Grantee shall quitclaim any and all rights to the Open Space Easement conveyed herein back to Grantor, and such Open Space Easement shall thereupon be extinguished.

14. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall comprise one and the same Agreement.

Executed as of the date first set forth above.

GRANTOR:

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation

By: _____
Amy L. Brown
Director of Property

APPROVED AS TO FORM:

Dennis J. Herrera, City Attorney

By: _____
Carolyn J. Stein
Deputy City Attorney

GRANTEE:

MIDPENINSULA REGIONAL OPEN SPACE DISTRICT, a California public district

By: _____
Mary Davey
President, Board of Directors

ATTEST:

By: _____
Michelle Radcliffe
District Clerk

APPROVED AS TO FORM:

By: _____
Susan M. Schectman
General Counsel

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)

State of California)
) ss
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

CERTIFICATE OF ACCEPTANCE

(GOVERNMENT CODE SEC. 27281)

This is to certify that the interest in real property conveyed by the foregoing deed, grant or other instrument dated _____, from the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation, to the **MIDPENINSULA REGIONAL OPEN SPACE DISTRICT**, a public district, is hereby accepted by the undersigned on behalf of the District pursuant to authority conferred by resolution of the Board of Directors of the Midpeninsula Regional Open Space District bearing No. _____, adopted on _____, and said District consents to recordation thereof.

Dated: _____, 2010

MIDPENINSULA REGIONAL OPEN SPACE DISTRICT

By: _____

Name: _____

Title: President, Board of Directors

ATTEST:

District Clerk

EXHIBIT A
TO GRANT OF OPEN SPACE EASEMENT AND AGREEMENT

Legal Description of Grantor's Property

[See following page]

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED PARTLY IN THE CITY OF MENLO PARK AND PARTLY IN THE CITY OF EAST PALO ALTO, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel One:

That certain strip of land 50 feet wide conveyed to Southern Pacific Company by Geraldine E.C. Frisbie by deed dated January 18, 1908, and recorded in Volume 147 of Deeds at Page 248, in the office of the County Recorder of San Mateo County, said strip or tract of land lying on the southerly side of the constructed main line track of the Central California Railway Company's railroad between two lines drawn parallel to and 50 feet and 100 feet distant, respectively, measured at right angles southeasterly from the surveyed "A" center line of the Central California Railway Company; and bounded on the easterly side by the dividing line between the property of the Spring Valley Water Company and the property formerly owned by Geraldine E.C. Frisbie, which property line intersects said surveyed center line at Engineer Survey Station "A" 608 + 73; and on the westerly side by the southeasterly line of a private road belonging to Spring Valley Water Company, which southeasterly road line forms the northwesterly boundary of the said property formerly belonging to Geraldine E.C. Frisbie, which line intersects said surveyed center line at Engineer Survey Station "A" 617 + 78.3.

Parcel Two:

Commencing at a point on the northerly boundary line of the Rancho de las Pulgas, distant thereon north 35° east 2.97 chains from Station "P.M.C. 11" of said rancho; running thence along said rancho line north 35° east 25.03 chains to Station "P.M.C. 10," north 45° 30' east 17 chains to Station "P.M.C. 9," east 5 chains to Station "P.M.C. 8," south 27° east 17 chains to Station "P.M.C. 7," south 18° 02' west 4.98 chains; thence leaving said rancho line south 87° west 29.04 chains to a point distant 50 feet at right angles southeasterly from the northerly line of said rancho; thence south 35° west 13.78 chains parallel to said rancho line and distant 50 feet at right angles southeasterly therefrom; thence south 1° 04' east 47.95 chains to the center line of the county road known as the "Bay Road;" thence along the center line of said road south 88° 30' west 50 feet; thence leaving the center line of said road north 1° 04' west 48.20 chains to the northerly line of said Rancho de las Pulgas and the point of commencement, being a portion of the Rancho de las Pulgas.

Excepting therefrom that portion of Tract A hereinabove described in Parcel 45 (San Mateo County lands) contained within the boundaries of Parcel 46; and also excepting land described as follows:

A strip of land 100 feet wide, 50 feet each side of the surveyed "A" center line of the Central California Railway Company, said surveyed center line being described as follows:

Commencing at the point where said surveyed line intersects the easterly boundary line of the Rancho de las Pulgas, which point bears south 27° east 923.4 feet, more or less, along said easterly boundary line from a post marked "P.M.C. 8;" thence running southerly and westerly on a curve to the right with a radius of 11,459.2 feet, a distance of 1322.6 feet, more or less, to Engineer Survey Station "A" 608 + 72, a point in the boundary line between property of Spring Valley Water Company and property formerly belonging to Geraldine E.C. Frisbie, which point bears north 87° east 690.7 feet, more or less, from the northwesterly corner of the property formerly belonging to Geraldine E.C. Frisbie.

JPN: 093-059-590-03A
093-059-590-05A
093-059-590-06A

APN: 093-590-030
093-590-050
093-590-060

Excepting from Parcels One and Two

A strip of land 100 feet wide, lying 50 feet each side of the surveyed "A" center line of the Central California Railway Company, said surveyed center line being described as follows:

Commencing at the point of intersection of said surveyed center line with the northwesterly boundary line of the property of the Southern Pacific Company and formerly belonging to Geraldine E.C. Frisbie, said northwesterly boundary line being also the southeasterly line of a private road, at a point on said surveyed center line known as Engineer Survey Station "A" 617 + 78.3 and being south 35° west 304.7 feet, more or less, from the northwesterly corner of said property of the Southern Pacific Company; thence from said point of commencement, crossing said private road and continuing across a portion of the southeast quarter of Section 24, Township 5 South, Range 3 West, M.D.M., southerly and westerly on a curve to the right, having a radius of 11,459.2, a distance of 1081.7 feet to the dividing line between property of the Spring Valley Water Company and property of the Southern Pacific Company at Engineer Survey Station "A" 628 + 60; said point of intersection bears north 0° 11-1/2' west 200 feet, more or less, from the intersection of the easterly boundary line of property belonging to Ann Carnduff with the southwestery line of land conveyed to Spring Valley Water Company by Ann Carnduff by deed dated August 31, 1905, and recorded in Book 127 of Deeds at Page 537, San Mateo County Records.

Also excepting from Parcels One and Two:

A strip of land 250 feet wide, lying 125 feet each side of the surveyed "A" center line of the Central California Railway Company, said surveyed center line being described as follows:

Commencing at the point where said surveyed center line intersects the easterly boundary of the Rancho de las Pulgas, said point of intersection being south 27° east 923.4 feet from Station "P.M.C. 8" of the Official Survey of said rancho; thence from said point of beginning northerly and easterly across the northwest quarter of Section 19, Township 5 South, Range 2 West, M.D.M., on a curve to the left having a radius of 11,459.2 feet, a distance of 2360 feet, more or less, to the westerly boundary line of Tide Land Survey No. 61, at a point on said surveyed center line known as Engineer Survey Station "A" 571 + 89.4.

Also excepting from Parcels One and Two that portion lying southerly of the northerly line of the parcel described in the Final Order of Condemnation recorded February 8, 1962 in Book 4144, OR, Page 303.

EXHIBIT B
TO GRANT OF OPEN SPACE EASEMENT AND AGREEMENT

Legal Description of Ravenswood Open Space Preserve Property

[See following page]

EXHIBIT B

LEGAL DESCRIPTION OF GRANTEE'S REAL PROPERTY

That real property in the City of Menlo Park, County of San Mateo, State of California, described as follows: Parcel E-2, as such parcel is shown on that certain Record of Survey map filed July 28, 1977, in Book 8 of Licensed Land Surveys at Pages 76-88 (53841-AL).

JPNs: 096-023-230-02A

096-023-230-05A

APN: 096-230-110

That real property in the City of Menlo Park, County of San Mateo, State of California, described as follows: Commencing at Station "P.M.C.7" of the Official Survey of the Rancho de las Pulgas; thence south 18°02' west 23 chains to the Station "P.M.C.6", south 44°30' east 37 chains to Station "P.M.C.5", south 23°23' west 61.13 feet; thence leaving said Rancho line North 66°26' east 889.3 feet to the southerly terminus of that line described in Boundary Agreement, between Westbay Community Associates and Leslie Salt Company, recorded October 25, 1977 in Book 7639 of Official Records at page 283 (File No. 87853-AL), Records of San Mateo County, California, said terminus being described therein as being a point which is located south 00°55'58" west 85.43 feet from a 2" x 2" wooden stake set for the north quarter corner of Section 30, T.5s., R.2W., Mt. Diablo Meridian, said stake set 104.49 feet southerly of a found ¾" iron pipe monument tagged "R.C.E. 5476", and 85.50 feet northerly of a similar found monument, and both of which found monuments are shown on the Record of Survey Map of 6.62 acre parcel in Menlo Park, California, recorded December 29, 1960 in Block 4 of L.L.S. Maps at page 100, Records of San Mateo County, California, and said quarter corner being distant north 22°22'46" east 394.05 feet from a survey control point called "488-4", being a remset nail" and a tin on the east footing of P.G. & E. Tower No. 10/68/2; thence northerly, and along the line described in said boundary line agreement the following courses; north 0°55'58" east 1399.70 feet, north 88°38'47" west 381.53 feet, north 1°31'15" west 104.70 feet, north 6°26'09" west 970.36 feet, north 22°46'01" west 1249.03 feet, and north 30°06'17" west 580 feet, more or less to the southeasterly line of the Southern Pacific Company 250 foot wide right of way and the named boundary, on a curve to the right, with a radius of 11,584.2 feet, an arc distance of 36 chains, more or less to a point on that certain course in the boundary of said Rancho de las Pulgas, extending from Station "P.M.C. 7" to P.M.C. "8"; thence along said course south 27° east 1.12 chains, more or less to the point of commencement.

APN: 063-590-060-8

EXHIBIT C
TO GRANT OF OPEN SPACE EASEMENT AND AGREEMENT

Legal Description and Plat of Open Space Easement Area

[See following pages]

July 19, 2010



ENGINEERS
SURVEYORS
PLANNERS

EXHIBIT "C"
LEGAL DESCRIPTION

All that certain real property situate partly in the City of Menlo Park and partly in the City of East Palo Alto, County of San Mateo, State of California, being a portion of those certain parcels of land described in the deed to the City and County of San Francisco recorded March 3, 1930, in Volume 491 of Official Records at Page 1 (491 OR 1), Official Records of said county, being more particularly described as follows:

PARCEL ONE

Parcel 47 as described on page 58 in said deed 491 OR 1.

Containing an area of 1.39 acres, more or less.

PARCEL TWO

Being a portion of Parcel 46 as described on pages 57 & 58 in said deed 491 OR 1, more particularly described as follows:

BEGINNING at the westerly corner of Lot 21, Block 23, Tract No. 654, University Village Subdivision No. 4 filed June 19, 1952, in Book 35 of Maps at Page 19, Records of said County, said point lying on a parcel line of said Parcel 46; thence along said parcel line and the northwesterly line of said Lot 21 and its prolongation, North 35°52'53" East 298.21 feet to the southerly line of the San Mateo County Transit District parcel (100 feet wide) and the beginning of a non-tangent curve, concave northerly, having a radius of 11509.20 feet, a radial line to the radius point bears North 14°43'13" West;

thence leaving said parcel line and westerly along the southerly line and the arc of said curve 78.45 feet through a central angle of 00°23'26" to the westerly line of said Parcel 46;

thence leaving said southerly line and along said westerly line South 35°52'53" West 305.89 feet to a point lying on the prolongation of the northerly line of Tulane Avenue as shown on said University Village Subdivision;

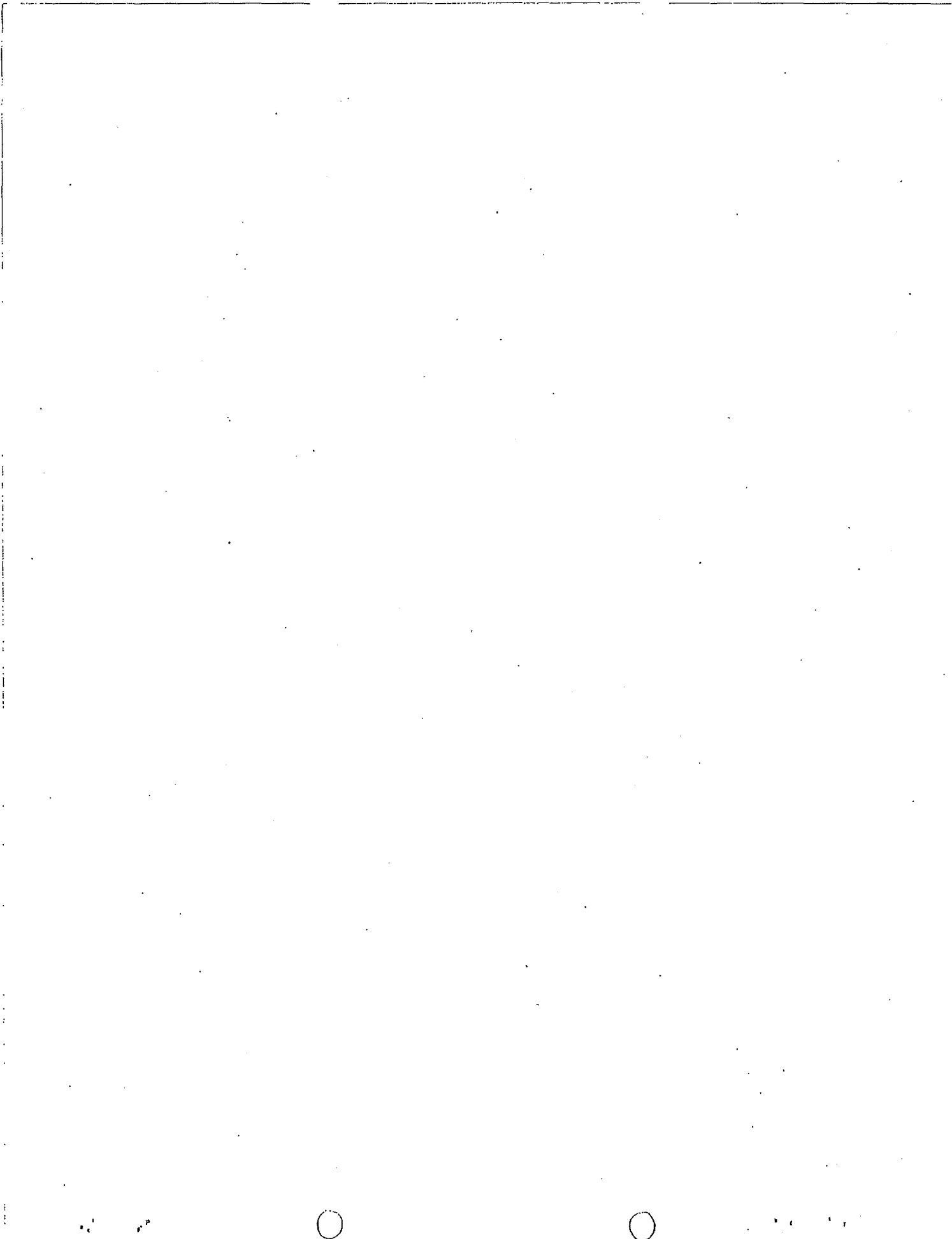
thence leaving said westerly line and along said prolongation, North 72°09'15" East 84.51 feet to the **POINT OF BEGINNING**.

Containing 15,099 square feet or 0.347 acres, more or less.

PARCEL THREE

Being a portion of Parcel 46 as described on pages 57 & 58 in said deed 491 OR 1, more particularly described as follows:

BEGINNING at the southeast corner of said Parcel 46; thence along the southerly line of said Parcel 46, South 87°57'57" West 1060.73 feet to the southerly line of the San Mateo County Transit District parcel (100 feet wide) and the beginning of a non-tangent





July 19, 2010

curve, concave northerly, having a radius of 11509.20 feet, a radial line to the radius point bears North 20°24'01" West;

thence leaving said southerly line of Parcel 46 and easterly along the southerly line of said San Mateo County Transit District parcel and the arc of said curve 155.53 feet through a central angle of 00°46'27.3" to a point lying 50 feet northerly of, measured at right angles to said southerly line of Parcel 46;

thence leaving said southerly line and parallel with the southerly line of said Parcel 46, North 87°57'57" East 931.89 feet to the easterly line of said Parcel 46;

thence along said easterly line, South 18°11'42" West 53.29 feet to the **POINT OF BEGINNING.**

Containing 49,788 square feet or 1.143 acres, more or less.

All bearings and distances shown on this Exhibit are based upon the North American Datum of 1983 (NAD 83), California Coordinate System, Zone III, Epoch 1991.35. All distances shown hereon are grid distances. To convert to ground distance, multiply expressed distances by 1.000055883. Areas shown are calculated using grid distances. To convert to ground area, multiply the expressed area by 1.00011177.

A plat showing the above-described parcels is attached herein and made a part hereof as Sheet 3 of 3.

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

William Slepnikoff, PLS 5701
License Expires 09/30/2011

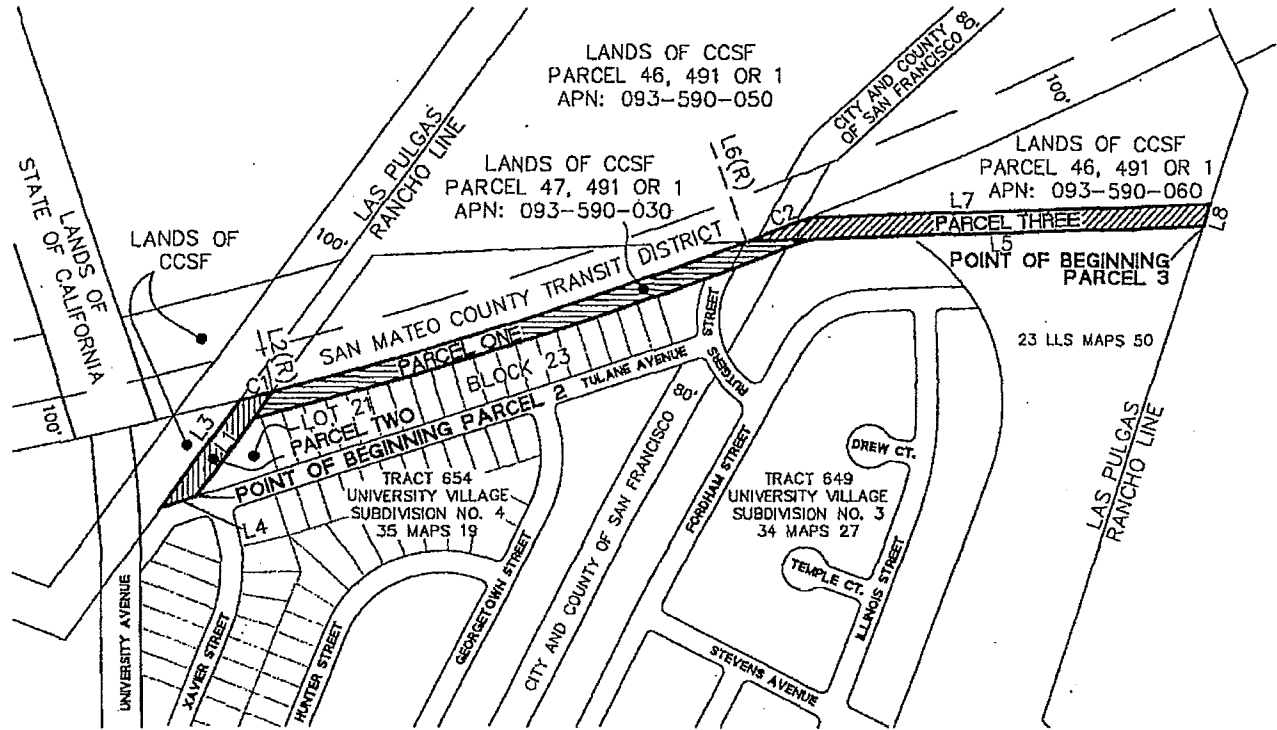


END OF DESCRIPTION



NOTE:

All bearings and distances shown on this Exhibit are based upon the North American Datum of 1983 (NAD83), California Coordinate System, Zone III, Epoch 1991.35. All distances shown are grid distances. To convert to ground distance, multiply expressed distances by 1.000055883. Areas shown are calculated using grid distances. To convert to ground area, multiply the expressed area by 1.0001177.



LEGEND

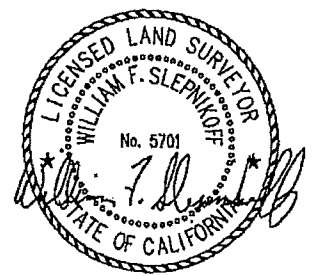
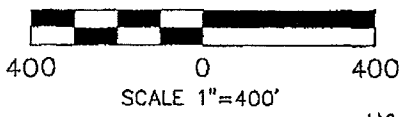
- APN ASSESSOR'S PARCEL NUMBER
- CCSF CITY AND COUNTY OF SAN FRANCISCO
- C# CURVE TABLE REFERENCE
- LLS LICENSED LAND SURVEYOR'S
- L# LINE TABLE REFERENCE
- OR OFFICIAL RECORDS
- (R) RADIAL

PARCEL AREA:

- PARCEL 1- 1.39 ACRES±
- PARCEL 2- 0.347 ACRES±
- PARCEL 3- 1.143 ACRES±

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N35°52'53"E	298.21'
L2	N14°43'13"W(R)	---
L3	S35°52'53"W	305.89'
L4	N72°09'15"E	84.51'
L5	S87°57'57"W	1060.73'
L6	N20°24'01"W(R)	---
L7	N87°57'57"E	931.89'
L8	S18°11'42"W	53.29'

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	11509.20'	0°23'26"	78.45'
C2	11509.20'	0°46'27"	155.53'



CITY OF EAST PALO ALTO
 CITY OF MENLO PARK
 COUNTY OF SAN MATEO
 STATE OF CALIFORNIA

J:\Sur06\060212-03\Plats & Legals\Open Space Easement\OSE Plat.dwg



255 SHORELINE DRIVE
 SUITE 200
 REDWOOD CITY, CA 94065
 650-482-6300
 650-482-6399 (FAX)

Subject OPEN SPACE EASEMENT
ACROSS SFPUC LANDS
 Job No. 20060212-03
 By RAB Date 07-19-10 Chkd. WFS
 SHEET 3 OF 3

2502

CA DA

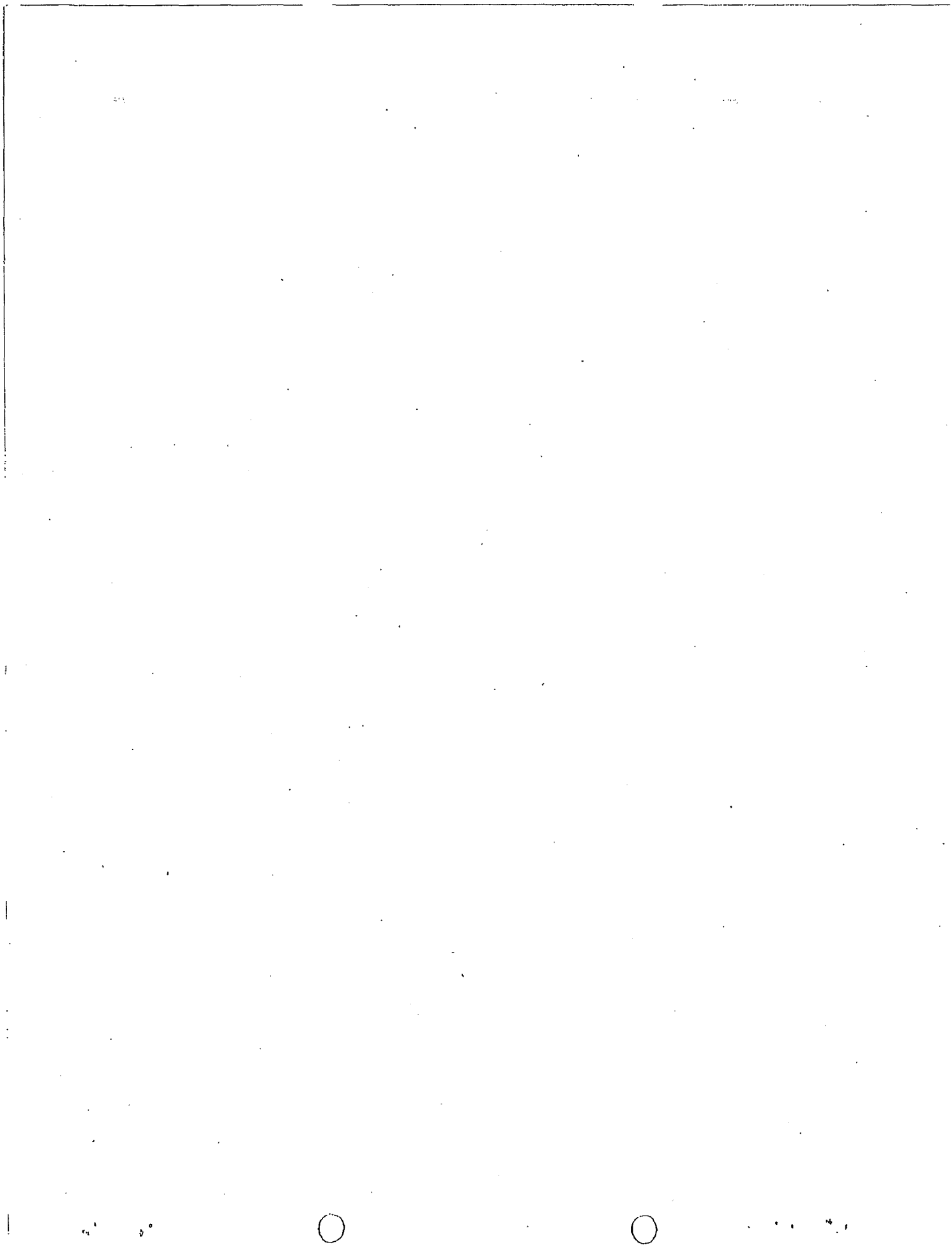


1 1 1 1

EXHIBIT C-1
TO
AGREEMENT TO EXCHANGE INTERESTS IN REAL PROPERTY

**Preliminary Title Report for Tunnel Easement
(SFPUC Parcel HH 38-02)**

[See following page]



Visit Us on our Website: www.ctic.com



Chicago Title Company

ISSUING OFFICE: 2150 John Glenn Drive, Suite 300 • Concord, CA 94520

FOR SETTLEMENT INQUIRIES, CONTACT: Chicago Title Company - San Francisco Commercial
455 Market Street, Suite 2100 • San Francisco, CA 94105
415 788-0871 • FAX 415 896-9424

PRELIMINARY REPORT

Amended

Title Officer: Michael Foster
Escrow Officer: Sue Trowbridge
Escrow No.: 08-35601387-ST

Title No.: 08-40700886-B-MF
Locate No.: CACTI7741-7738-2356-0040700886

TO: Chicago Title Company
455 Market Street, 21st Floor
San Francisco, CA 94111

ATTN: Mary Pat Noeker
YOUR REFERENCE: HH 38-02

SHORT TERM RATE: No

PROPERTY ADDRESS: Assessor's Parcel No. 096-230-110 (portion-vacant land), Menlo Park, California

EFFECTIVE DATE: February 19, 2010, 07:30 A.M.

The form of policy or policies of title insurance contemplated by this report is:

CLTA Standard Coverage Policy - 1990

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

AN EASEMENT (TO BE CREATED)
2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Midpeninsula Regional Open Space District, a public district
3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

MQ\PA 01/15/2008

LEGAL DESCRIPTION

EXHIBIT "A"

All that real property situated in the City of Menlo Park, County of San Mateo, State of California, being a portion of the land described ("PARCEL E-2") by Westbay Community Associates to Midpeninsula Regional Open Space District, by deed recorded December 19, 1984, as Document Number 84134575, said county records, more particularly described as follows:

BEGINNING at the northwesterly corner of said "PARCEL E-2" as shown on Sheet 10 of that certain Record of Survey filed July 28, 1977, in Volume 8 of L.L.S. Maps at Page 76, said county records, thence along the westerly line of said "PARCEL E-2",
South 30°06'20" East (North 30°06'17" West), 301.17 feet to the
TRUE POINT OF BEGINNING of this description;

thence leaving said westerly line, North 62°34'22" East, 926.23 feet to the northeasterly line of said "PARCEL E-2";

thence along said northeasterly line, South 38°51'48" East, 51.01 feet;

thence leaving said northeasterly line, South 62°34'22" West, 934.00 feet to said westerly line;

thence along said westerly line, North 30°06'20" West, 50.05 feet to the
TRUE POINT OF BEGINNING.

The above described easement shall be vertically limited to only that portion of land lying between the elevations of -42.0 feet and -117.0 feet, North American Vertical Datum of 1988 (NAVD 88).

All bearings and distances shown on this Exhibit are based upon the North American Datum of 1983 (NAD 83), California Coordinate System, Zone III, Epoch 1991.35. All distances shown hereon are grid distances. To convert to ground distance, multiply expressed distances by 1.000055883.

JPNs: 096-023-230-02A
096-023-230-05A (portion)

APN: 096-230-110 (portion)

AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. **Property taxes**, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2010-2011.
2. **The lien of supplemental taxes**, if any, assessed pursuant to the provisions of Chapter 3.5 (Commencing with Section 75) of the Revenue and Taxation code of the State of California.
3. **Any adverse claim** based upon the assertion that some portion of said land is tide or submerged lands, or has been created by artificial means or has accreted to such portion so created.
4. **Rights and easements** for commerce, navigation and fishery.
5. **The effect** of that certain decree issued in the Superior Court of the State of California for the County of San Mateo, Case No. 123015, entitled "In Re The Petition of Robert R. Humphrey and Roberta J. Humphrey, Petitioners," which decree provides, in part, as follows:

"This court confirms and approves the corrected Survey for California Tide Lands Survey 63, Parcel 2 (originally California Tide Lands Survey 64 and California Tide Lands Survey 76, Parcel D), which was approved by the California State Lands Commission on September 24, 1964, and said survey thereafter recorded in the office of the County Recorder of San Mateo County on January 13, 1965, in Volume 6 of Licensed Land Surveys, Page 6.

"Further, this court confirms and approves the descriptions for corrected California Tide Lands Survey 63, Parcel 2 (originally California Tide Lands Survey 64 and California Tide Lands Survey 76, Parcel D), which descriptions were approved by the California State Lands Commission on September 24, 1964."

A copy of said decree was recorded August 4, 1966 in Book 5199 Official Records of San Mateo County, Page 366 (86719-Z).
6. **The use** of the herein described property by the general public for the purposes set forth therein as contained in Notice of Consent to Use of Land, executed by Westbay Community Associates, a general partnership, dated February 11, 1971 and recorded March 22, 1971 in Book 5913 Official Records, Page 1 (91369-AD).
7. **Matters** contained in that certain document entitled "Boundary Agreement" dated July 14, 1977, executed by and between Westbay Community Associates, a general partnership and Leslie Salt Co. recorded July 22, 1977, Instrument No. 50969-AL, Book 7551, Page 413, of Official Records.

Reference is hereby made to said document for full particulars.

As corrected by Boundary Agreement between said parties dated September 28, 1977 and recorded October 25, 1977 in Instrument No. 87853-AL, Book 7639, Page 283, of Official Records.

ITEMS: (continued)

Title No. 08-40700886-B-MF
Locate No. CACTI7741-7738-2356-0040700886

8. **The terms**, covenants, conditions, agreements, restrictions, reservations and provisions contained in that certain Title and Boundary Settlement Agreement by and between the State of California, Westbay Community Associates, et al, recorded July 29, 1977 in Instrument No. 53831-AL, Book 7558, Page 440, of Official Records.
9. **Matters** contained in that certain document entitled "Memorandum of Consent Decree" dated December 14, 2005, executed by Midpeninsula Regional Open Space District, a public district recorded December 16, 2005, Instrument No. 2005-220207, of Official Records.

Reference is hereby made to said document for full particulars.

10. **The application** for title insurance was placed by reference to only a street address or tax identification number.

Based on our records, we believe that the description in this report covers the parcel requested, however, if the legal description is incorrect a new report must be prepared.

If the legal description is incorrect, in order to prevent delays, the seller/buyer/borrower must provide the Company and/or the settlement agent with the correct legal description intended to be the subject of this transaction.

END OF ITEMS

- Note 1.** No open Deeds of Trust: CONFIRM BEFORE CLOSING
- Note 2.** Taxes for the fiscal year 2009-2010 are not assessed.
- Note 3.** There are NO deeds affecting said land, recorded within twenty-four (24) months of the date of this report.
- Note 4.** If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.

NOTES: (continued)

Title No. 08-40700886-B-MF
Locate No: CACTI7741-7738-2356-0040700886

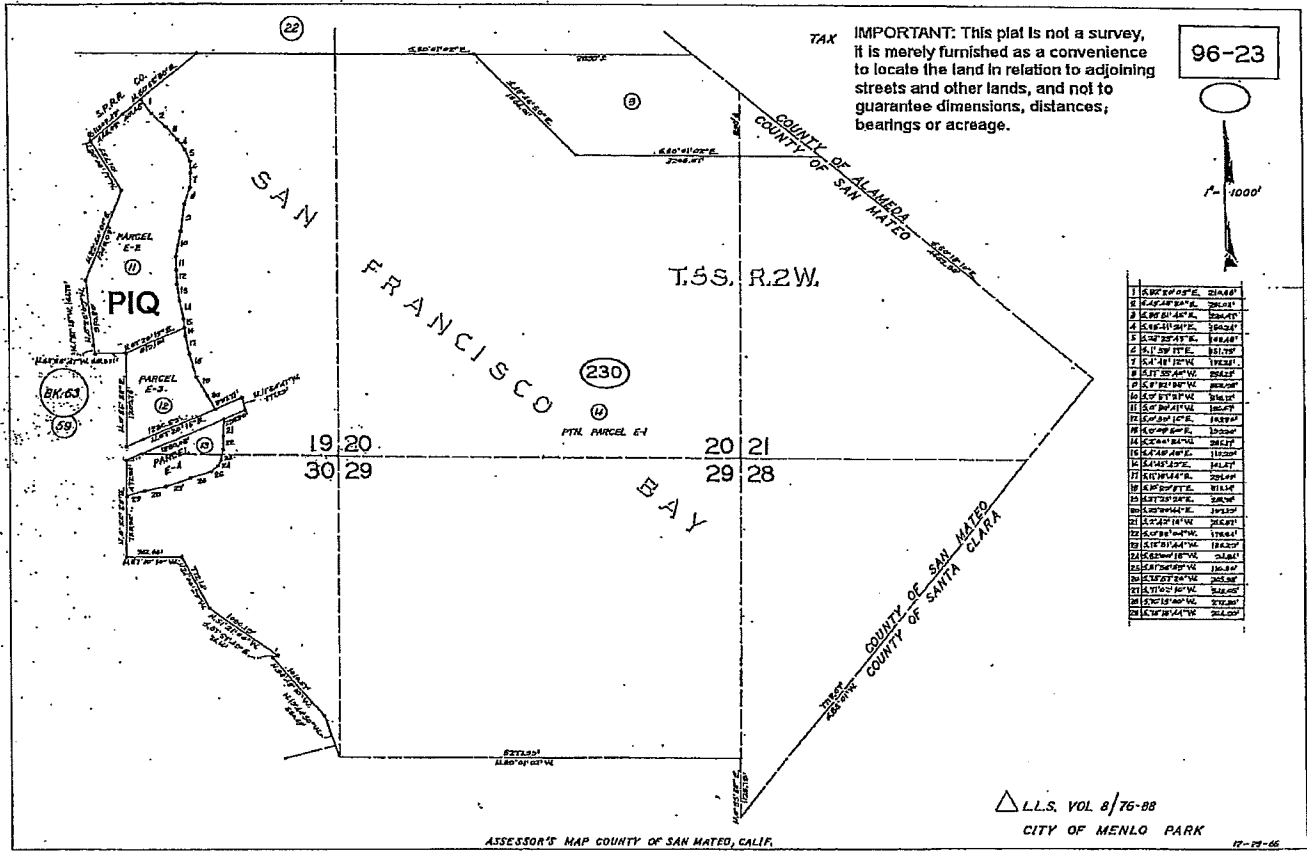
Note 5. Wiring instructions for Chicago Title Company, San Francisco, CA, are as follows:

Receiving Bank: Bank of America
275 Valencia Blvd, 2nd Floor
Brea, CA 92823-6340
ABA Routing No.: 026009593
Credit Account Name: Chicago Title Company - San Francisco Commercial
455 Market Street, Suite 2100, San Francisco, CA 94105
Credit Account No.: 12354-82420
Escrow No.: 08-35601387-ST

These wiring instructions are for this specific transaction involving the Title Department of the Concord office of Chicago Title Company. These instructions therefore should not be used in other transactions without first verifying the information with our accounting department. It is imperative that the wire text be exactly as indicated. Any extraneous information may cause unnecessary delays in confirming the receipt of funds.

Note 6. Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.

END OF NOTES



NOTE:

All bearings and distances shown on this Exhibit are based upon the North American Datum of 1983 (NAD83), California Coordinate System, Zone III, Epoch 1991.35. All distances shown are grid distances. To convert to ground distance, multiply expressed distances by 1.000055883. Areas shown are calculated using grid distances. To convert to ground area, multiply the expressed area by 1.00011177.

EXHIBIT "B-1"
SUBSURFACE TUNNEL EASEMENT

THE EASEMENT SHOWN HEREON SHALL BE VERTICALLY LIMITED TO ONLY THAT PORTION OF LAND LYING BETWEEN THE ELEVATIONS OF -42.0 FEET AND -117.0 FEET, NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

JA R/W LINE TABLE		
NO.	BEARING	DISTANCE
L1	N62°34'22"E	926.23
L2	S38°51'48"E	51.01
L3	S62°34'22"W	934.00
L4	N30°06'20"W	50.05

APN 093-800-030
 SFPUC

STATE OF CALIFORNIA
 APN 096-230-140
 8 LLS 76, PARCEL E-1
 NO DEED FOUND

APN 093-800-010
 SFPUC, DN
 SFPUC-8484v[1]
 (26 LLS 65)

MIDPENINSULA REGIONAL
 OPEN SPACE DISTRICT
 APN 096-230-110
 B LLS 76, PARCEL E-2
 DN 84134575
 TITLE NO. 08-40700886-A-MH,
 EFFECTIVE DATE OF OCTOBER 13, 2009

SMCTD
 NO APN FOUND

POINT OF BEGINNING

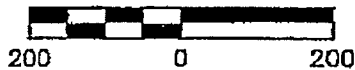
TRUE POINT OF BEGINNING

PROPERTY I.D. NO. HH38-02
 46,506 Sq.Ft. ± 1.07 Acres ±

LEGEND

- APN ASSESSOR'S PARCEL NUMBER
- DN DOCUMENT NUMBER
- SFWD SAN FRANCISCO WATER DEPARTMENT
- SMCTD SAN MATEO COUNTY TRANSIT DISTRICT
- LLS LICENSED LAND SURVEYOR

MIDPENINSULA REGIONAL
 OPEN SPACE DISTRICT
 APN 063-590-060
 DN 1981-58323AS
 TITLE NO. 08-40700885-B-MH,
 EFFECTIVE DATE OF OCTOBER 13, 2009



SCALE 1"=200'

CITY OF MENLO PARK
 COUNTY OF SAN MATEO
 STATE OF CALIFORNIA

MAS
 01-15-10



255 SHORELINE DRIVE
 SUITE 200
 REDWOOD CITY, CA 94065
 650-482-6300
 650-482-6399 (FAX)

Subject HETCH HETCHY CORRIDOR
 Property I.D. No. HH38-02
 Job No. 20060212-03
 By JB/AMC Date 1-15-10 Chkd. MAS
 SHEET 1 OF 1

EXHIBIT C-2
TO
AGREEMENT TO EXCHANGE INTERESTS IN REAL PROPERTY

**Preliminary Title Report for Tunnel Easement
(SFPUC Parcel HH 39-02)**

[See following page]

Visit Us on our Website: www.ctic.com



Chicago Title Company

ISSUING OFFICE: 2150 John Glenn Drive, Suite 300 • Concord, CA 94520

FOR SETTLEMENT INQUIRIES, CONTACT: Chicago Title Company - San Francisco Commercial
455 Market Street, Suite 2100 • San Francisco, CA 94105
415 788-0871 • FAX 415 896-9424

PRELIMINARY REPORT

Amended

Title Officer: Michael Foster
Escrow Officer: Sue Trowbridge
Escrow No.: 08-35601386-ST

Title No.: 08-40700885-C-MF
Locate No.: CACTI7741-7738-2356-0040700885

TO: Chicago Title Company
455 Market Street, 21st Floor
San Francisco, CA 94111

ATTN: Mary Pat Noeker
YOUR REFERENCE: HH 39-02

SHORT TERM RATE: No

PROPERTY ADDRESS: Assessor's Parcel No. 063-590-060 (portion-vacant land), Menlo Park, California

EFFECTIVE DATE: February 17, 2010, 07:30 A.M.

The form of policy or policies of title insurance contemplated by this report is:

CLTA Standard Coverage Policy - 1990

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

AN EASEMENT (TO BE CREATED)

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Midpeninsula Regional Open Space District, a public district

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

JR\JR 02/01/2008

LEGAL DESCRIPTION

EXHIBIT "A"

All that real property situate in the City of Menlo Park, County of San Mateo, State of California, being a portion of the land described by Leslie Salt Co. to the Midpeninsula Regional Open Space District, by deed recorded June 22, 1981, in Document Number 1981-58323AS, said county records, more particularly described as follows:

BEGINNING at the northwesterly corner of said "PARCEL E-2" as shown on Sheet 10 of that certain Record of Survey filed July 28, 1977, in Volume 8 of L.L.S. Maps at Page 76, said county records, thence along the westerly line of said "PARCEL E-2",
South 30°06'20" East (North 30°06'17" West), 301.17 feet to the
TRUE POINT OF BEGINNING of this description;

thence continuing along said westerly line, South 30°06'20" East, 50.05 feet;

thence leaving said westerly line, South 62°34'22" West, 384.86 feet to the beginning of a tangent curve to the right;

thence along said curve with a radius of 1025.00 feet, through a central angle of 23°02'37" and an arc length of 412.24 feet;

thence South 85°36'59" West, 195.75 feet to the southerly line of Tract 12 (D-12) "PARCEL ONE" of the lands conveyed by the Southern Pacific Transportation Company to the San Mateo County Transit District, by deed recorded November 9, 1994, as Instrument Number 94-172451, said county records, and to the beginning of a non-tangent curve concave northwesterly, from which point a radial line, from the curve to the radius point, bears North 32°02'51" West;

thence along said curve with a radius of 11584.20 feet, through a central angle of 00°31'41" and an arc length of 106.76 feet;

thence leaving said southerly line, North 85°36'59" East, 101.43 feet to the beginning of a tangent curve to the left;

thence along said curve with a radius of 975.00 feet, through a central angle of 23°02'37" and an arc length of 392.13 feet;

thence North 62°34'22" East, 382.52 feet to the TRUE POINT OF BEGINNING.

The above described easement shall be vertically limited to only that portion of land lying between the elevations of -44.0 feet and -119.0 feet, North American Vertical Datum of 1988 (NAVD 88).

All bearings and distances shown on this Exhibit are based upon the North American Datum of 1983 (NAD 83), California Coordinate System, Zone III, Epoch 1991.35. All distances shown hereon are grid distances. To convert to ground distance, multiply expressed distances by 1.000055883.

JPN: 063-059-590-05A and 063-059-590-01A (portion)

APN: 063-590-060 (portion)

AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. **Property taxes**, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2010-2011.
3. **The lien of supplemental taxes**, if any, assessed pursuant to the provisions of Chapter 3.5 (Commencing with Section 75) of the Revenue and Taxation code of the State of California.
4. Rights and easements for commerce, navigation and fishery.
5. Subject to the condition set out in the Corporation Grant Deed - Bargain Sale, which recites in part, as follows: "...Whereas, the bargain purchase made pursuant to this grant deed will be used within the United States or any of its possessions exclusively for parks, recreation, scenic or open space purposes..." recorded June 22, 1981, Instrument No. 58323AS., Official Records.
6. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: Sierra and San Francisco Power Company
Purpose: Steel towers and suspended wires for the transmission of electricity
Recorded: January 17, 1910, Book 178, Page 47, of Deeds
Affects: portion of premises

Matters contained in that certain document entitled "Right of Way Agreement" dated April 19, 1971, executed by and between Leslie Salt Co. and Pacific Gas and Electric Company recorded May 26, 1971, Instrument No. 10243AE, Book 5948, Page 45, of Official Records.

Reference is hereby made to said document for full particulars.

7. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: Sierra and San Francisco Power Company and Pacific Gas and Electric Company
Purpose: steel towers and suspended wires for the transmission of electricity
Recorded: June 19, 1933, Instrument No. 26365C, Book 599, Page 177, of Official Records

ITEMS: (continued)

Title No. 08-40700885-C-MF
Locate No. CACTI7741-7738-2356-0040700885

8. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: Pacific Gas and Electric company
Purpose: electric transmission lines
Recorded: March 1, 1961, Instrument No. 35242T, Book 3941, Page 502, of Official Records
Affects: portion of premises

9. **Matters** contained in that certain document entitled "Boundary Agreement" dated January 15, 1976, executed by and between Westbay Community Associates, a general partnership and Southern Pacific Transportation Company recorded June 20, 1977, Instrument No. 36011AL, Book 7515, Page 460, of Official Records.

Reference is hereby made to said document for full particulars.

10. **Matters** contained in that certain document entitled "Boundary Agreement" dated July 14, 1977, executed by and between Westbay Community Associates, a general partnership and Leslie Salt Co. recorded July 22, 1977, Instrument No. 50969AL, Book 7551, Page 413, of Official Records.

Reference is hereby made to said document for full particulars.

Matters contained in that certain document entitled "Boundary Agreement" dated September 28, 1977, executed by and between Westbay Community Associates, a general partnership and Leslie Salt Co. recorded October 25, 1977, Instrument No. 87853AL, Book 7639, Page 283, of Official Records.

Reference is hereby made to said document for full particulars.

11. **The lack** of a legal right of access to and from a public street or highway.

12. **The application** for title insurance was placed by reference to only a street address or tax identification number.

Based on our records, we believe that the description in this report covers the parcel requested, however, if the legal description is incorrect a new report must be prepared.

If the legal description is incorrect, in order to prevent delays, the seller/buyer/borrower must provide the Company and/or the settlement agent with the correct legal description intended to be the subject of this transaction.

END OF ITEMS

- Note 1.** General and Special Taxes for the fiscal year 2009-2010, not assessed - public district property - APN: 063-590-060.

NOTES: (continued)

Title No. 08-40700885-C-MF
Locate No. CACT17741-7738-2356-0040700885

Note 2. If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.

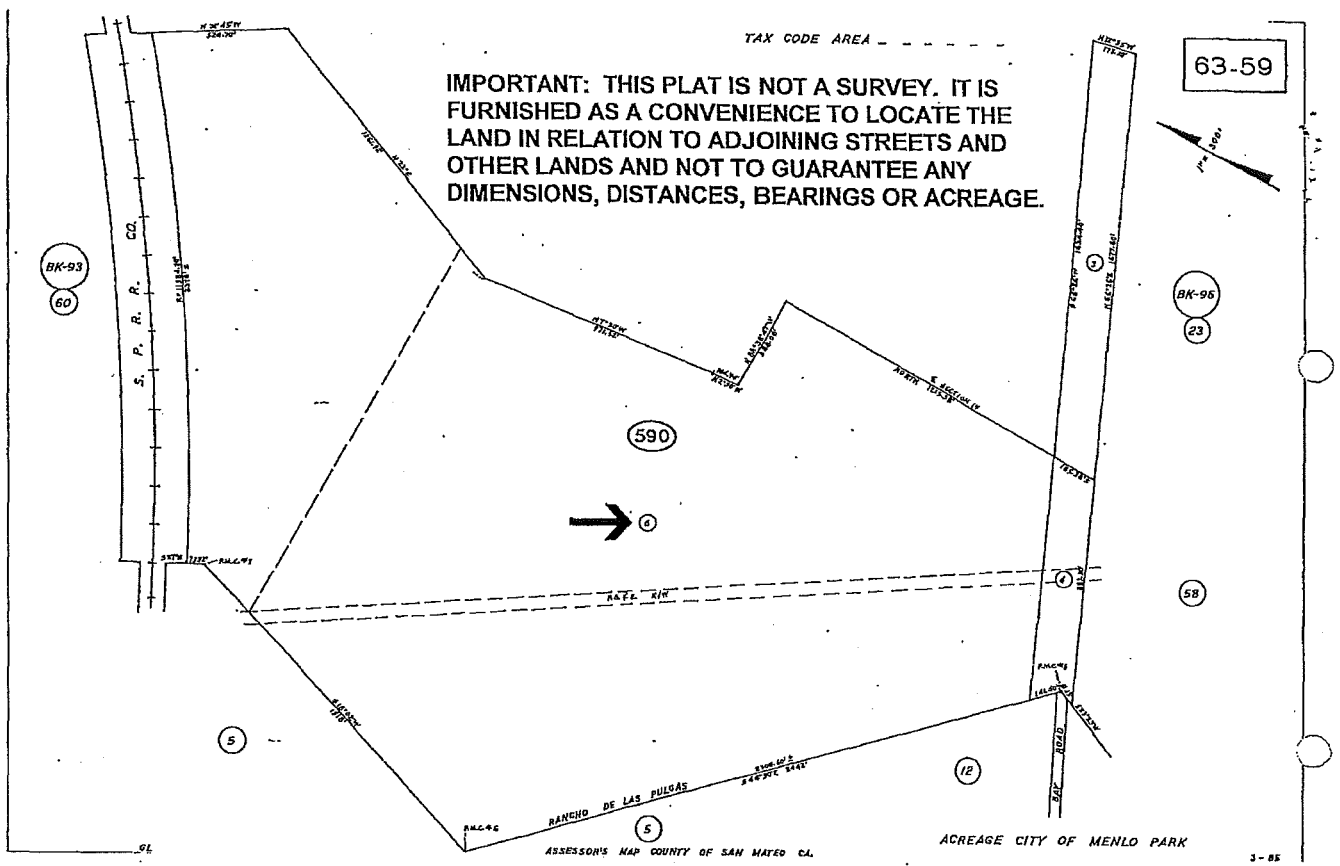
Note 3. Wiring instructions for Chicago Title Company, San Francisco, CA, are as follows:

Receiving Bank:	Bank of America 275 Valencia Blvd, 2nd Floor Brea, CA 92823-6340
ABA Routing No.:	026009593
Credit Account Name:	Chicago Title Company - San Francisco Commercial 455 Market Street, Suite 2100, San Francisco, CA 94105
Credit Account No.:	12354-82420
Escrow No.:	08-35601386-ST

These wiring instructions are for this specific transaction involving the Title Department of the Concord office of Chicago Title Company. These instructions therefore should not be used in other transactions without first verifying the information with our accounting department. It is imperative that the wire text be exactly as indicated. Any extraneous information may cause unnecessary delays in confirming the receipt of funds.

Note 4. Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.

END OF NOTES



IMPORTANT: THIS PLAT IS NOT A SURVEY. IT IS FURNISHED AS A CONVENIENCE TO LOCATE THE LAND IN RELATION TO ADJOINING STREETS AND OTHER LANDS AND NOT TO GUARANTEE ANY DIMENSIONS, DISTANCES, BEARINGS OR ACREAGE.

63-59

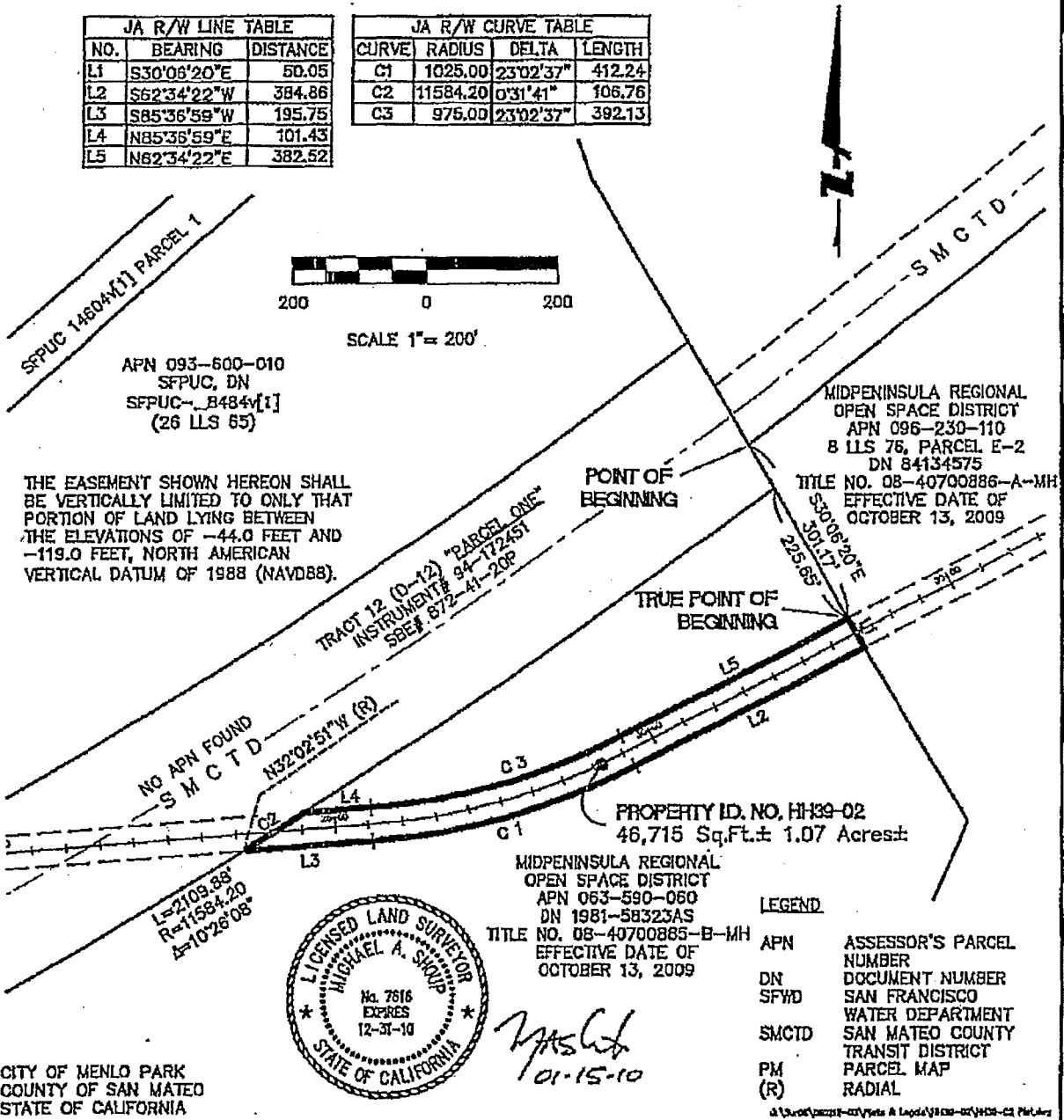
NOTE:

All bearings and distances shown on this Exhibit are based upon the North American Datum of 1983 (NAD83), California Coordinate System, Zone III, Epoch 1991.35. All distances shown are grid distances. To convert to ground distance, multiply expressed distances by 1.000055883. Areas shown are calculated using grid distances. To convert to ground area, multiply the expressed area by 1.00011777.

EXHIBIT "B-2"
SUBSURFACE TUNNEL EASEMENT

JA R/W LINE TABLE		
NO.	BEARING	DISTANCE
L1	S30°08'20"E	50.05
L2	S62°34'22"W	384.86
L3	S85°36'59"W	195.75
L4	N85°36'59"E	101.43
L5	N62°34'22"E	382.52

JA R/W CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	1025.00	23°02'37"	412.24
C2	11584.20	0°31'41"	106.76
C3	975.00	23°02'37"	392.13



THE EASEMENT SHOWN HEREON SHALL BE VERTICALLY LIMITED TO ONLY THAT PORTION OF LAND LYING BETWEEN THE ELEVATIONS OF -44.0 FEET AND -119.0 FEET, NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).

POINT OF BEGINNING

TRUE POINT OF BEGINNING

PROPERTY ID. NO. HH39-02
46,715 Sq.Ft. ± 1.07 Acres ±

MIDPENINSULA REGIONAL
OPEN SPACE DISTRICT
APN 063-590-060
DN 1981-58323AS
TITLE NO. 08-40700885-B-MH
EFFECTIVE DATE OF
OCTOBER 13, 2009

LEGEND

- APN ASSESSOR'S PARCEL NUMBER
- DN DOCUMENT NUMBER
- SFYD SAN FRANCISCO WATER DEPARTMENT
- SMCTD SAN MATEO COUNTY TRANSIT DISTRICT
- PM PARCEL MAP
- (R) RADIAL



MAS
01-15-10

CITY OF MENLO PARK
COUNTY OF SAN MATEO
STATE OF CALIFORNIA



255 SHORELINE DRIVE
SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

Subject HETCH HETCHY CORRIDOR
Property I.D. No. HH39-02
Job No. 20060212-03
By JB/AMC Date 1-15-10 Chkd. MAS
SHEET 1 OF 1

EXHIBIT D
TO
AGREEMENT TO EXCHANGE INTERESTS IN REAL PROPERTY

Preliminary Title Report for Open Space Easement

[See following page]

Visit Us on our Website: www.ctic.com



Chicago Title Company

ISSUING OFFICE: 2150 John Glenn Drive, Suite 300 • Concord, CA 94520
925 288-8000 • FAX 925 521-9562

PRELIMINARY REPORT

Title Officer: Meg Heppell

Title No.: 09-40701905-MH
Locate No.: CACTI7741-7741-2407-0040701905

TO: Chicago Title Company-San Francisco
455 Market Street, Suite 2100
San Francisco, CA. 94105

ATTN: Susan Trowbridge
YOUR REFERENCE: 160290909

SHORT TERM RATE: No

PROPERTY ADDRESS: 1600 Ruthers Road, East Palo Alto, California

EFFECTIVE DATE: February 19, 2010, 07:30 A.M.

The form of policy or policies of title insurance contemplated by this report is:

ALTA Owner's Policy (6/17/06)

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee
2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

City and County of San Francisco, a municipal corporation
3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

RB\PA 03/16/2010

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED PARTLY IN THE CITY OF MENLO PARK AND PARTLY IN THE CITY OF EAST PALO ALTO, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel One:

That certain strip of land 50 feet wide conveyed to Southern Pacific Company by Geraldine E.C. Frisbie by deed dated January 18, 1908, and recorded in Volume 147 of Deeds at Page 248, in the office of the County Recorder of San Mateo County, said strip or tract of land lying on the southerly side of the constructed main line track of the Central California Railway Company's railroad between two lines drawn parallel to and 50 feet and 100 feet distant, respectively, measured at right angles southeasterly from the surveyed "A" center line of the Central California Railway Company; and bounded on the easterly side by the dividing line between the property of the Spring Valley Water Company and the property formerly owned by Geraldine E.C. Frisbie, which property line intersects said surveyed center line at Engineer Survey Station "A" 608 + 73; and on the westerly side by the southeasterly line of a private road belonging to Spring Valley Water Company, which southeasterly road line forms the northwesterly boundary of the said property formerly belonging to Geraldine E.C. Frisbie, which line intersects said surveyed center line at Engineer Survey Station "A" 617 + 78.3.

Parcel Two:

Commencing at a point on the northerly boundary line of the Rancho de las Pulgas, distant thereon north 35° east 2.97 chains from Station "P.M.C. 11" of said rancho; running thence along said rancho line north 35° east 25.03 chains to Station "P.M.C. 10," north 45° 30' east 17 chains to Station "P.M.C. 9," east 5 chains to Station "P.M.C. 8," south 27° east 17 chains to Station "P.M.C. 7," south 18° 02' west 4.98 chains; thence leaving said rancho line south 87° west 29.04 chains to a point distant 50 feet at right angles southeasterly from the northerly line of said rancho; thence south 35° west 13.78 chains parallel to said rancho line and distant 50 feet at right angles southeasterly therefrom; thence south 1° 04' east 47.95 chains to the center line of the county road known as the "Bay Road;" thence along the center line of said road south 88° 30' west 50 feet; thence leaving the center line of said road north 1° 04' west 48.20 chains to the northerly line of said Rancho de las Pulgas and the point of commencement, being a portion of the Rancho de las Pulgas.

Excepting therefrom that portion of Tract A hereinabove described in Parcel 45 (San Mateo County lands) contained within the boundaries of Parcel 46; and also excepting land described as follows:

A strip of land 100 feet wide, 50 feet each side of the surveyed "A" center line of the Central California Railway Company, said surveyed center line being described as follows:

Commencing at the point where said surveyed line intersects the easterly boundary line of the Rancho de las Pulgas, which point bears south 27° east 923.4 feet, more or less, along said easterly boundary line from a post marked "P.M.C. 8;" thence running southerly and westerly on a curve to the right with a radius of 11,459.2 feet, a distance of 1322.6 feet, more or less, to Engineer Survey Station "A" 608 + 72, a point in the boundary line between property of Spring Valley Water Company and property formerly belonging to Geraldine E.C. Frisbie, which point bears north 87° east 690.7 feet, more or less, from the northwesterly corner of the property formerly belonging to Geraldine E.C. Frisbie.

JPN: 093-059-590-03A
093-059-590-05A
093-059-590-06A

APN: 093-590-030
093-590-050
093-590-060

Excepting from Parcels One and Two

A strip of land 100 feet wide, lying 50 feet each side of the surveyed "A" center line of the Central California Railway Company, said surveyed center line being described as follows:

Commencing at the point of intersection of said surveyed center line with the northwesterly boundary line of the property of the Southern Pacific Company and formerly belonging to Geraldine E.C. Frisbie, said northwesterly boundary line being also the southeasterly line of a private road, at a point on said surveyed center line known as Engineer Survey Station "A" 617 + 78.3 and being south 35° west 304.7 feet, more or less, from the northwesterly corner of said property of the Southern Pacific Company; thence from said point of commencement, crossing said private road and continuing across a portion of the southeast quarter of Section 24, Township 5 South, Range 3 West, M.D.M., southerly and westerly on a curve to the right, having a radius of 11,459.2, a distance of 1081.7 feet to the dividing line between property of the Spring Valley Water Company and property of the Southern Pacific Company at Engineer Survey Station "A" 628 + 60; said point of intersection bears north 0° 11-1/2' west 200 feet, more or less, from the intersection of the easterly boundary line of property belonging to Ann Carnduff with the southwesterly line of land conveyed to Spring Valley Water Company by Ann Carnduff by deed dated August 31, 1905, and recorded in Book 127 of Deeds at Page 537, San Mateo County Records.

Also excepting from Parcels One and Two:

A strip of land 250 feet wide, lying 125 feet each side of the surveyed "A" center line of the Central California Railway Company, said surveyed center line being described as follows:

Commencing at the point where said surveyed center line intersects the easterly boundary of the Rancho de las Pulgas, said point of intersection being south 27° east 923.4 feet from Station "P.M.C. 8" of the Official Survey of said rancho; thence from said point of beginning northerly and easterly across the northwest quarter of Section 19, Township 5 South, Range 2 West, M.D.M., on a curve to the left having a radius of 11,459.2 feet, a distance of 2360 feet, more or less, to the westerly boundary line of Tide Land Survey No. 61, at a point on said surveyed center line known as Engineer Survey Station "A" 571 + 89.4.

Also excepting from Parcels One and Two that portion lying southerly of the northerly line of the parcel described in the Final Order of Condemnation recorded February 8, 1962 in Book 4144, OR, Page 303.

AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. **Property taxes**, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2010-2011.

2. **Property taxes**, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2009-2010, Assessor's Parcel Number 093-590-030.

Code Area Number: 08-068
1st Installment: \$105.67 Paid
2nd Installment: \$105.67 Open
Land: \$6,498.00
Improvements: \$3,183.00
Exemption: \$0.00
Personal Property: \$0.00

3. **Property taxes**, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2009-2010, Assessor's Parcel Number 093-590-050.

Code Area Number: 08-067
1st Installment: \$1,366.49 Paid
2nd Installment: \$1,366.49 Open
Land: \$190,008.00
Improvements: \$48,997.00
Exemption: \$0.00
Personal Property: \$0.00

4. **Property taxes**, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2009-2010, Assessor's Parcel Number 093-590-060.

Code Area Number: 21-000
1st Installment: \$242.68 Paid
2nd Installment: \$242.68 Open
Land: \$33,293.00
Improvements: \$0.00
Exemption: \$0.00
Personal Property: \$0.00

5. **The lien of supplemental taxes**, if any, assessed pursuant to the provisions of Chapter 3.5 (Commencing with Section 75) of the Revenue and Taxation code of the State of California.

ITEMS: (continued)

Title No. 09-40701905-MH
Locate No. CACTI7741-7741-2407-0040701905

6. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: Sierra and San Francisco Power Company, a corporation
Purpose: The right of erecting, constructing, reconstructing, replacing, repairing, maintaining and using for the transmission of electricity two (2) lines of steel towers and wires and wires for telephone purposes
Recorded: February 26, 1910, Book 178 of Deeds, Page 47, San Mateo County Records
Affects: A portion of premises

7. **Terms and provisions** as contained in an instrument

Entitled: Deed
Executed by: Spring Valley Water Company
Dated: January 17, 1910
Recorded: February 26, 1910, Book 178 of Deeds, Page 47, San Mateo County Records
Affects: A portion of premises

8. **Easement** for the construction and maintenance of pipe lines granted to San Mateo County by agreement dated February 6, 1928, as disclosed by the deed recorded March 3, 1930, Book 491, Page 1, of Official Records.

Affects: A portion of premises

9. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as condemned by Final Decree of Condemnation,

Superior Court of: San Mateo
County Case No.: (not shown)
In favor of: Pacific Gas and Electric Company
Purpose: Electric transmission lines
Recorded: February 7, 1963, Book 4386, Page 546, of Official Records
Affects: A portion of premises

As amended by the Amended Order dated December 27, 1962, recorded February 7, 1963, Book 4386, Page 550, of Official Records.

10. **The fact** that said land is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the redevelopment plan) as disclosed by a document.

Redevelopment Agency: City of East Palo Alto, The Ravenswood Industrial Area Redevelopment Project
Recorded: July 17, 1990, Instrument No. 90095083, of Official Records

Revised Statement of Institution of Redevelopment Plan Amendment recorded August 14, 2002, Instrument No. 2002-159558, of Official Records.

An Amendment to the Ravenswood Industrial Area Redevelopment Plan recorded February 3, 2003, Instrument No. 2003-026201, of Official Records.

An Amendment to the Redevelopment Plan for the Ravenswood Industrial Area Redevelopment Project recorded March 5, 2004, Instrument No. 2004-041031, of Official Records.

- 11. Any rights of the parties in possession** of a portion of, or all of, said land, which rights are not disclosed by the public record.

This Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage. The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

- 12. Any facts, rights, interests or claims** which a correct survey would disclose and which are not disclosed by the public records.

END OF ITEMS

Note 1. If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.

Note 2. Please contact Escrow Office for Wire Instructions.

Note 3. Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.

END OF NOTES

EXHIBIT E
TO
AGREEMENT TO EXCHANGE INTERESTS IN REAL PROPERTY

District's Delivered Documents

Letter dated September 19, 1978, from J. Warren Gardner, Supervisor of the Federal Grants Section of the California Department of Parks and Recreation, to Herbert Grench, General Manager of District, re approval of Baylands Park Acquisition Project, with attached Project Agreement

Memorandum of Consent Decree dated December 14, 1005, affecting Ravenswood Open Space Preserve

Executive Summary from the Year 6 Monitoring Report for the Cooley Landing Salt Pond Restoration Project, dated January 31, 2007.

EXHIBIT F
TO
AGREEMENT TO EXCHANGE INTERESTS IN REAL PROPERTY

City's Delivered Documents

Wetland Delineation Maps:

- Project Vicinity Map, Figure 2 dated Nov 2005
- Wetland Delineation Map Sheets P-14 and P-14a dated Nov 2005

Excerpts from Geotechnical and Phase II Reports:

- Table 4, Phase II Sampling Matrix by Geometrix
- Table 5, Detections of Metals in Soil, by Geometrix
- Table 6, Detections of Petroleum Hydrocarbons, Pesticides and Volatile Organic Compounds in Soil, by Geometrix
- Map, log and results of Boring 5-DP-1-1.0
- Map, log and results of Boring No. 5-R-2
- Results of sounding, 5-CPT-3

Lease dated July 16, 2001, between the City and County of San Francisco, as Landlord, and SCA
– Palo Alto, LLC, as Tenant

**AMENDMENT TO
AGREEMENT TO EXCHANGE INTERESTS IN REAL PROPERTY**

This Amendment to Agreement to Exchange Interests in Real Property ("Amendment"), is made effective as of December 6, 2010, by and between the Midpeninsula Regional Open Space District, a California special district ("District") and the City and County of San Francisco, a municipal corporation ("City").

Recitals

A. District and City have entered into an Agreement to Exchange Interests in Real Property, which was signed by District on June 14, 2010, approved by District's Board of Directors on July 14, 2010, signed by City on October 7, 2010, approved by City's Board of Supervisors on October 19, 2010, and approved by City's Mayor on October 22, 2010 ("Agreement"). City mailed two fully executed originals of the Agreement to District on December 2, 2010.

B. District and City desire to amend the Agreement to confirm the Effective Date and opening of escrow and extend the Closing Date, as provided herein.

NOW, THEREFORE, District and City agree as follows.

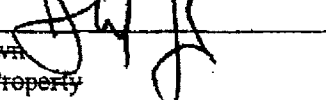
1. **"Effective Date"; "Closing Date"; Opening Escrow.** The parties agree that the "Effective Date" of the Agreement is December 6, 2010, and that escrow has been opened in substantial compliance with Section 2.A of the Agreement. The parties further agree that the second sentence of Section 2.B of the Agreement is amended to read as follows: "The Closing shall occur on January 31, 2011, or on such other date as City and District, or their respective counsel, may mutually agree, but in no event later than February 28, 2011 (the "Closing Date"), subject to the provisions of Section 2.E [District's Conditions to Closing] and Section 2.F [City's Conditions to Closing]."

2. **Full Force and Effect.** The Agreement remains in full force and effect as amended herein. The Agreement as amended by this Amendment constitutes the entire agreement of the parties concerning the subject matter thereof, and supersedes all previous negotiations, agreements, or understandings, if any, regarding the matters contained in the Agreement. District and City ratify and confirm all provisions of the Agreement as amended by this Amendment.

3. **Effectiveness of Amendment.** This Amendment shall be effective as of December 6, 2010, when signed by both parties below or in counterparts, and delivered. A photocopy, facsimile, or electronic copy shall have the same effect for all purposes as an ink-signed original.

IN WITNESS WHEREOF, the parties execute this Amendment.

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation:

By: 
Amy L. Brown
Director of Property
John Updike, Assistant Director of Property

APPROVED AS TO FORM:
Dennis J. Herrera, City Attorney

By: 
Carolyn J. Stein
Deputy City Attorney

**MIDPENINSULA REGIONAL OPEN SPACE
DISTRICT,** a California special district

By: _____
Stephen E. Abbors
General Manager

APPROVED AS TO FORM:

By: _____
Susan M. Schectman
General Counsel

BAY TRAIL CONCEPT PLAN AT RAVENSWOOD

Trail Planning and CEQA Consulting

April 13, 2015

CONCEPTUAL TRAIL ALIGNMENT

LEGEND

- Existing SFPUC Service Road
- Existing Bike Lane
- Existing Multi-Use Bay Trail
- Parcel Line (Approximate)
- Coastal Marsh (Wetlands)

Preferred Alignment

- Trail Striped on SFPUC Service Road
- Paved Trail on Grassy Uplands
- Boardwalk-Style Raised Trail above Wetlands
- Bridge over Wetlands

Alternative Alignment

- Paved Trail on Grassy Uplands
- Bridge over Wetlands





San Francisco Water Power Sewer

Operator of the Hetch Hetchy Regional Water System

525 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102
T 415.487.5226

September 1, 2017

Exchange Interests in Real Property
Town of East Palo Alto

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

Dear Board Members:

Enclosed for your consideration is a Resolution authorizing a Second Amendment to Agreement to Exchange Interests in Real Property to grant the Midpeninsula Regional Open Space District a permanent non-exclusive public trail easement in exchange for a quitclaim to the City and County of San Francisco of an open space easement over real property owned by the City and County of San Francisco.

On October 22, 2010, through Resolution No. 491-10, the Board of Supervisors and the Mayor approved an Agreement to Exchange Interests in Real Property to acquire an exclusive, subsurface easement from the Midpeninsula Regional Open Space District ("District") in exchange for a 50-foot wide open space easement on land owned by the San Francisco Public Utilities Commission ("SFPUC") located in the Town of East Palo Alto.

The District conducted feasibility studies and worked with SFPUC staff to identify a 20-foot wide easement that would be granted to the District for a public trail easement on property under the SFPUC's jurisdiction in exchange for a quitclaim back to the SFPUC of all rights, title and interest of the open space easement that SFPUC originally granted to the District pursuant to the Agreement to Exchange Interests in Real Property. Through this proposed legislation, we are asking that the Board of Supervisors:

1. Approve and authorize the Second Amendment to Agreement to Exchange Interests in Real Property;
2. Adopts and incorporates findings that the conveyance of the exchange of easements is consistent with the City's General Plan and eight priority policies of City Planning Code Section 101.1 per the General Plan referral findings dated August 29, 2017; and

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2017 SEP 18 AM 11:01

Edwin M. Lee
Mayor

Anson Moran
President

Ike Kwon
Vice President

Ann Moller Caen
Commissioner

Francesca Vietor
Commissioner

Vince Courtney
Commissioner

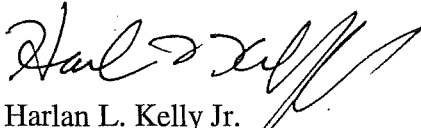
Harlan L. Kelly, Jr.
General Manager



3. Approve the Second Amendment and authorize the Director of Property and/or SFPUC General Manager to execute documents, make certain modifications, and take certain actions in furtherance of the resolution.

If you have any questions or need additional information, Please call Brian Morelli of the SFPUC at 415-554-1545.

Respectfully,



Harlan L. Kelly Jr.
SFPUC General Manager

cc: Naomi Kelly, City Administrator

w/ Resolution;
Rosanna Russell SFPUC

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 09-0120

WHEREAS, San Francisco Public Utilities Commission ("SFPUC") staff have developed a project description for Projects CUW36801 Bay Division Pipeline Reliability Upgrade Project-Tunnel ("Bay Tunnel"), CUW36802 Bay Division Pipeline Reliability Upgrade Project-Pipeline ("Pipeline"), and CUW36803 Bay Division Pipeline Reliability Upgrade Project-Relocation of BDPL Nos. 1 & 2 ("Relocation") (collectively; the "Projects") under the Water System Improvement Program ("WSIP") for improvements to the regional water supply system; and

WHEREAS, The objectives of the Projects are to provide a seismically reliable conduit between Mission Boulevard in Fremont and the Pulgas Tunnel in San Mateo County, to size and configure the Bay Division Pipeline (BDPL) transmission system for carrying water across the Bay for distribution to customers and to replenish local reservoirs, and to contribute toward meeting estimated average annual demand under conditions of both planned and unplanned facility outages; and

WHEREAS, On July 9, 2009, the Planning Commission reviewed and considered the Final Environmental Impact Report ("Final EIR") in Planning Department File No. 2005.0146E, consisting of the Draft EIR and the Comments and Responses document, and found that the contents of said report and the procedures through which the Final EIR was prepared, publicized, and reviewed complied with the provisions of the California Environmental Quality Act ("CEQA"), the CEQA Guidelines and Chapter 31 of the San Francisco Administrative Code and found further that the Final EIR reflects the independent judgment and analysis of the City and County of San Francisco, and is adequate, accurate, and objective, and that the Comments and Responses document contains no significant revisions to the Draft EIR, and certified the completion of said Final EIR in compliance with CEQA and the CEQA Guidelines in its Motion No. _____; and

WHEREAS, This Commission has reviewed and considered the information contained in the Final EIR, all written and oral information provided by the Planning Department, the public, relevant public agencies, SFPUC and other experts and the administrative files for the Project and the EIR; and

WHEREAS, The Project and Final EIR files have been made available for review by the SFPUC and the public, in File No. 2005.0146E at 1650 Mission Street, Fourth Floor, San Francisco, California, and those files are part of the record before this Commission; and

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

WHEREAS, The Projects are capital improvement projects approved by this Commission as part of the WSIP; and

WHEREAS, A Final Program EIR ("PEIR") was prepared for the WSIP and certified by the Planning Commission on October 30, 2008 by Motion No. 17734; and

WHEREAS, Thereafter, this Commission approved the WSIP and adopted findings and a MMRP as required by CEQA on October 30, 2008 by Resolution No. 08-200; and

WHEREAS, The Final EIR prepared for the Projects tiers from the PEIR, as authorized by and in accordance with CEQA; and

WHEREAS, The PEIR has been made available for review by the SFPUC and the public, and is part of the record before this Commission; and

WHEREAS, The SFPUC staff will comply with Government Code Section 7260 et seq. statutory procedures for possible (a) acquisition of interests in real property in: (1) Assessor's Parcels # 525-0784-018-00, 525-0784-015-00, and 525-0784-014-01 owned by the City of Fremont for the Pipeline, and real property owned by FMC Corporation, located adjacent to City and County of San Francisco ("City") fee-owned parcels west of Willow Street in the City of Newark; and (2) Assessor's Parcel # 537-0852-008, 537-0551-028 owned by Cargill, Incorporated, Assessor's Parcels 063-590-060, 096-230-110, owned by Midpeninsula Regional Open Space District, and Assessor's Parcel # 537-0551-021-01 in Alameda County and property located in San Mateo County where the SFPUC right of way crosses the SAMTRANS right of way at Ravenswood, east of University Avenue, both owned by SAMTRANS, for the Bay Tunnel; and (b) long-term Lease Agreements with United States Fish and Wildlife Service ("USFWS") and California State Lands Commission ("CSLC") for property within each agency's jurisdiction for the Bay Tunnel. The total combined purchase price for the acquisition of these property interests is estimated to not exceed \$500,000.; and

WHEREAS, A portion of the Pipeline Project will be located beneath a segment of Bay Road in Menlo Park, in lieu of following the alignment of Bay Division Pipeline Nos. 1 and 2 in that area, and SFPUC staff will seek to negotiate and enter into easement agreements with Menlo Park and San Mateo County with respect to that portion of the alignment; and

WHEREAS, The Pipeline Project includes work located in the Cities of Fremont, Newark, East Palo Alto, Menlo Park, and Redwood City, the County of San Mateo, and on SFPUC property either leased or under permit or license to the Fremont Unified School District, the Newark Unified School District, the Ravenswood City Elementary School District, and the Redwood City School District, and SFPUC staff will seek to enter into Memoranda of Agreement ("MOAs") with these local jurisdictions, , addressing such matters as (a) SFPUC's commitments to restore or replace, pursuant to agreed specifications, certain improvements owned by the respective local jurisdictions (as further described in the proposed term sheets on file with the Commission Secretary), (b) cooperative procedures and fees relating to local permits, inspections, and communications to the public concerning Pipeline construction, (c) the form of necessary encroachment permits or other property licenses for Project construction, and (d) the parties' respective indemnification and insurance obligations; and

WHEREAS, The Projects will require the SFPUC General Manager to apply for and execute various necessary permits and encroachment permits with the City of Fremont, City of Newark,

City of East Palo Alto, City of Menlo Park, City of Redwood City, and County of San Mateo, which permits shall be consistent with SFPUC existing fee or easement interests, where applicable, and will include terms and conditions including, but not limited to, maintenance, repair and relocation of improvements and possibly indemnity obligations; and

WHEREAS, The construction of the Bay Tunnel will require the construction of a new substation that will connect to Pacific Gas and Electric's ("PG&E") 115 KV transmission line between the cities of Mountain View and Menlo Park, and SFPUC staff is negotiating an amendment to a Letter Agreement with PG&E, a draft of which is on file with the Commission Secretary; and

WHEREAS, SFPUC has issued leases, permits, or licenses to certain parties to use for various purposes portions of City-owned property along the SFPUC right of way where the Project work will occur, and in some instances, there is apparent use of City-owned property by other parties for which there is no evidence of SFPUC authorization, and it may be necessary for the Project for the General Manager to (a) exercise rights under any such deed, lease, permit, or license or (b) negotiate and execute new or amended lease, permit, license, or encroachment removal agreements (each, a "Use Instrument") with owners or occupiers of property on, or adjacent to, City property; and

WHEREAS, Implementation of the Project mitigation measures will involve consultation with, or required approvals by, state and federal regulatory agencies, including but not limited to the following: U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, California State Lands Commission, California Department of Transportation, State Historic Preservation Officer, California Department of Fish and Game, San Francisco Bay Regional Water Quality Control Board and Bay Area Air Quality Management District.; now, therefore, be it

RESOLVED, This Commission has reviewed and considered the Final EIR, finds that the Final EIR is adequate for its use as the decision-making body for the actions taken herein, and hereby adopts the CEQA Findings, including the Statement of Overriding Considerations, attached hereto as Attachment A and incorporated herein as part of this Resolution by this reference thereto, and adopts the MMRP attached to this Resolution as Attachment B and incorporated herein as part of this Resolution by this reference thereto, and authorizes a request to the Board of Supervisors to adopt the same CEQA Findings, Statement of Overriding Considerations and MMRP; and be it;

FURTHER RESOLVED, That this Commission hereby approves Project Nos. CUW36801 Bay Division Pipeline Reliability Upgrade Project-Tunnel, CUW36802 Bay Division Pipeline Reliability Upgrade Project-Pipeline, and CUW36803 Bay Division Pipeline Reliability Upgrade Project-Relocation of BDPL 1 & 2, and authorizes staff to proceed with actions necessary to implement the Projects; and be it,

FURTHER RESOLVED, That this Commission hereby authorizes the SFPUC General Manager to undertake the process, in compliance with Government Code Section 7260 et seq., with the San Francisco Charter and all applicable laws, for possible: (a) acquisition of interests in real property in (1) Assessor's Parcels # 525-0784-018-00, 525-0784-015-00, and 525-0784-014-01 owned by the City of Fremont for the Pipeline, and real property owned by FMC Corporation,

located adjacent to City and County of San Francisco ("City") fee-owned parcels west of Willow Street in the City of Newark; and (2) Assessor's Parcel # 537-0852-008, 537-0551-028 owned by Cargill, Incorporated; Assessor's Parcels 063-590-060,096-230-110, owned by Midpeninsula Regional Open Space District, and Assessor's Parcel # 537-0551-021-01 in Alameda County and property located in San Mateo County where the SFPUC right of way crosses the SAMTRANS right of way at Ravenswood, east of University Avenue, both owned by SAMTRANS, for the Bay Tunnel; and (b) long term lease agreements with the United States Fish and Wildlife Service (USFWS) and California State Lands Commission (CSLC) for property within each agency's jurisdiction for the Bay Tunnel project, and to work with the Director of Real Estate to seek Board of Supervisors' approval of, and if approved, to accept and execute final agreements, and any other related documents necessary to consummate the transactions contemplated therein, in such form, approved by the City Attorney; and be it

FURTHER RESOLVED, That this Commission hereby authorizes the General Manager to negotiate and seek Board of Supervisors' approval of, and if approved, to accept and execute easement agreements with the City of Menlo Park and County San Mateo, as necessary to allow a portion of the Pipeline Project to be located beneath the segment of Bay Road described in the documents on file with the Commission Secretary, in lieu of following the alignment of Bay Division Pipeline Nos. 1 and 2 in that area, which easement agreements shall be in such form, approved by the City Attorney, that the General Manager determines is in the public interest, is acceptable, necessary or advisable to effectuate the purposes and intent of this Resolution and is in compliance with the Charter and all applicable laws, and shall include SFPUC indemnity obligations only if such obligations have been reviewed and approved by the San Francisco Risk Manager; and be it

FURTHER RESOLVED, The General Manager will confer with the Commission during the negotiation process on real estate agreements as necessary, and report to the Commission on all agreements submitted to the Board of Supervisors for approval; and be it

FURTHER RESOLVED, That this Commission hereby authorizes the General Manager to negotiate and execute Memoranda of Agreement to facilitate and coordinate the Project work with the City of Fremont, City of Newark, City of East Palo Alto, City of Menlo Park, City of Redwood City, County of San Mateo, Fremont Unified School District, Newark Unified School District, Ravenswood City Elementary School District, and Redwood City School District (collectively the "Project MOAs") in a form that the General Manager determines is in the public interest and is acceptable, necessary, and advisable to effectuate the purposes and intent of this Resolution, and in compliance with the Charter and all applicable laws, and approved as to form by the City Attorney. The Project MOAs will address such matters as (a) SFPUC's commitments to restore or replace, pursuant to agreed specifications, certain improvements owned by the respective local jurisdictions, (b) cooperative procedures and fees relating to local permits, inspections, and communications to the public concerning Project construction, (c) the form of necessary encroachment permits or other property licenses required to permit Project construction, and (d) the parties' respective indemnification and insurance obligations, subject to the San Francisco Risk Manager's approval; and, be it

FURTHER RESOLVED, That this Commission authorizes the General Manager, or his

designee, to apply for and execute various necessary permits and encroachment permits with the City of Fremont, City of Newark, City of East Palo Alto, City of Menlo Park, City of Redwood City and County of San Mateo, which permits shall be consistent with SFPUC's existing fee or easement interests, where applicable. To the extent that the terms and conditions of the permits will require SFPUC to indemnify the respective jurisdictions, those indemnity obligations are subject to review and approval by the San Francisco Risk Manager. The General Manager is authorized to agree to such terms and conditions, including but not limited to those relating to maintenance, repair and relocation of improvements, that are in the public interest, and in the judgment of the General Manager, in consultation with the City Attorney, are reasonable and appropriate for the scope and duration of the requested use as necessary for the Project; and be it

FURTHER RESOLVED, That this Commission authorizes the General Manager to execute an amendment to the letter agreement with PG&E that is substantially similar to the form of the draft amendment on file with the Commission Secretary, providing for the construction of a new substation that will connect to PG&E's 115 KV transmission line between the cities of Mountain View and Menlo Park, with such amendments that the General Manager determines, in consultation with the City Attorney, are in the public interest and acceptable, necessary and advisable to effectuate the purposes and intent of this Resolution; and be it

FURTHER RESOLVED, That this Commission authorizes the General Manager to exercise any right as necessary under any Use Instrument and negotiate and execute new or amended Use Instruments, if necessary for the Project, with owners or occupiers of property interests on, or adjacent to, the SFPUC right of way, in a form that the General Manager determines is in the public interest and is acceptable, necessary, and advisable to effectuate the purposes and intent of this Resolution, in compliance with the Charter and all applicable laws, and in such form approved by the City Attorney; and be it

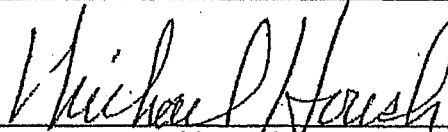
FURTHER RESOLVED, That this Commission authorizes the General Manager to consult with, or apply for, and, if necessary, seek Board of Supervisors' approval, and if approved, to accept and execute permits or required approvals by state and federal regulatory agencies, including but not limited to: U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, California State Lands Commission, California Department of Transportation, State Historic Preservation Officer, California Department of Fish and Game, San Francisco Bay Regional Water Quality Control Board and Bay Area Air Quality Management District, including terms and conditions that are within the lawful authority of the agency to impose, in the public interest, and, in the judgment of the General Manager, in consultation with the City Attorney, are reasonable and appropriate for the scope and duration of the requested permit or approval, as necessary for the Project; and be it

FURTHER RESOLVED, That this Commission authorizes the General Manager to work with the Director of Real Estate to seek Board approval, and if approved, to accept and execute the real property agreements authorized herein; and be it

FURTHER RESOLVED, That this Commission authorizes the General Manager to enter into any subsequent additions, amendments or other modifications to the permits, licenses, encroachment removal agreements, pipeline crossing agreements, leases, easements and other

real property agreements, or amendments thereto, as described herein, that the General Manager, in consultation with the Commercial Land Manager and the City Attorney, determines are in the best interests of the SFPUC and the City, do not materially decrease the benefits to the SFPUC or the City, and do not materially increase the obligations or liabilities of the SFPUC or the City, such determination to be conclusively evidenced by the execution and delivery of any such additions, amendments, or other modifications.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of July 14, 2009



Secretary, Public Utilities Commission

**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: Midpeninsula Regional Open Space District – Board of Directors	
<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>	
Pete Siemens, Yoriko Kishimoto, Jed Cyr, Curt Riffle, Nonette Hanko, Larry Hassett and Cecily Harris	
Contractor address: 330 Distel Circle, Los Altos, CA	
Date that contract was approved: <i>Upon approval by the Board of Supervisors and Mayor</i>	Amount of contract: None
Describe the nature of the contract that was approved: Second Amendment to Exchange Interests in Real Property	
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