

File No. 250070

Committee Item No. 7

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date February 12, 2025

Board of Supervisors Meeting Date _____

Cmte Board

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| | | • Draft Agreement |
| | | • Draft Form of Quitclaim Deed |
| <input type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
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| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Location Map Parcel No. 9</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Revocable Permit 8/5/1999</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Revocable License No. P4588 7/14/2023</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Notice of Exemption 7/13/2023</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>PLN General Plan Referral 8/30/2023</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>PUC Resolution No. 24-0246 12/10/2024</u> |
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Completed by: Brent Jalipa Date February 6, 2025

Completed by: Brent Jalipa Date _____

1 [Sale Agreement - City of San Bruno - 67,802 Square Feet of Portion of APNs 093-340-020
2 and 093-340-060 in San Bruno, San Mateo County - \$5,000]

3 **Resolution 1) approving and authorizing the sale to the City of San Bruno of**
4 **approximately 67,802 square feet of real property designated as San Mateo County**
5 **Assessor's Parcel Nos. (APNs) 093-340-060 and 093-340-020 for \$5,000; 2) adopting**
6 **findings declaring that the property is "surplus land" and "exempt surplus land"**
7 **pursuant to California Surplus Lands Act; 3) adopting findings under San Francisco**
8 **Administrative Code, Section 23.3, that offering the property for sale through**
9 **competitive bidding would be impractical and not in the public interest; 4) affirming the**
10 **City of San Bruno's determination under the California Environmental Quality Act; 5)**
11 **adopting findings that the sale is consistent with the General Plan, and the eight**
12 **priority policies of Planning Code, Section 101.1; 6) authorizing the San Francisco**
13 **Public Utilities Commission (SFPUC) General Manager and/or City's Director of**
14 **Property to execute documents, make certain modifications, and take certain actions in**
15 **furtherance of this Resolution, as defined herein; and to authorize the SFPUC General**
16 **Manager and/or City's Director of Property to enter into any additions, amendments, or**
17 **other modifications to the Sale Agreement that do not materially decrease the benefits**
18 **to the City with respect to the Property, and do not materially increase the obligations**
19 **or liabilities of either the SFPUC or the City, and are necessary or advisable to**
20 **complete the transaction contemplated in the Sale Agreement, to effectuate the**
21 **purpose and intent of this Resolution.**

22
23 WHEREAS, The City and County of San Francisco (the City) through the San
24 Francisco Public Utilities Commission (SFPUC), owns Parcel No. 9 (the Property) in the City
25 of San Bruno (San Bruno) and other parcels pursuant to that certain deed entitled "Market

1 Street Railway Company to the City and County of San Francisco Transportation System
2 Properties dated as of September 29, 1944” recorded in Book 1161 at Page 1 in the Official
3 Records of San Mateo County as Assessor’s Parcel Nos. 093-340-020 and 093-340-060; and

4 WHEREAS, The SFPUC refers to the lands conveyed under the deed as the “Former
5 Muni Right of Way”; and

6 WHEREAS, The City, through the SFPUC, and San Bruno are parties to a Revocable
7 Permit dated August 5, 1999 (1999 Permit), under which San Bruno uses portions of the
8 Former Muni Right of Way, including the Property, to maintain a roadway, landscaping, and
9 underground utility facilities on Huntington Avenue in San Bruno; and

10 WHEREAS, San Bruno desires to construct a two-way public bicycle path (the Project)
11 on the Property, among other San Bruno parcels; and

12 WHEREAS, San Bruno seeks to narrow the existing roadway median and vehicular
13 travel lanes on Huntington Avenue from Forest Lane to San Bruno Avenue to accommodate
14 the construction of the bicycle path while also maintaining a pedestrian sidewalk along the
15 northbound direction of the roadway (Project); and

16 WHEREAS, At San Bruno’s request, the SFPUC issued to San Bruno Revocable
17 License No. P4588 dated July 14, 2023 (2023 License); and

18 WHEREAS, The 2023 License, which partially revoked and superseded the 1999
19 Permit only as to the Property, provides San Bruno with the temporary possession and use of
20 the Property to construct certain Project components to meet its Project certification deadline;
21 and

22 WHEREAS, The 2023 License expires on the earlier of July 31, 2025, or the date the
23 Agreement for Sale of Real Estate (Agreement) is fully executed by the parties, and the deeds
24 granting fee interests to San Bruno are recorded in the Official Records of San Mateo County;
25 and

1 WHEREAS, San Bruno desires to acquire the Property from the City to own the Project
2 improvements and the underlying real property; and

3 WHEREAS, The SFPUC does not have any utility infrastructure within the Property,
4 and the Property is heavily encumbered with surface and subsurface easements that the San
5 Mateo County Transportation Authority condemned for the Bay Area Rapid Transit (BART)
6 San Francisco Airport extension; and

7 WHEREAS, Under San Francisco Administrative Code, Section 23.3, the City may
8 convey the Property to San Bruno without a competitive bidding process if the Board of
9 Supervisors determines a competitive process “is impractical, impossible, or is otherwise not
10 in the public interest, including, for example only and not by way of limitation, when the Real
11 Property is not capable of independent development, will be exchanged for other Real
12 Property, or when the Board determines that a negotiated direct Conveyance of the Real
13 Property will further a public purpose”; and

14 WHEREAS, In this case, in consultation with the Office of the City Attorney, a
15 competitive bidding process is impractical and otherwise not in the public interest because the
16 Property is currently used as a roadway, median, and for sidewalk improvements and is not
17 available for independent development; and

18 WHEREAS, The Property’s dimensions and location adjacent to Huntington Avenue
19 make its use by any other entity impractical; and

20 WHEREAS, Thus, there is no possible party other than San Bruno to which the City,
21 through the SFPUC, may convey the Property; and

22 WHEREAS, San Bruno’s installation of a bicycle track on the Property demonstrates
23 San Bruno’s intention to use the Property for public purpose; and

24
25

1 WHEREAS, On August 8, 2023, the Assistant General Managers of the Water
2 Enterprise, Power Enterprise, and Wastewater Enterprise each declared that the Property is
3 not essential to the SFPUC’s utility needs; and

4 WHEREAS, The Property is “surplus land”, as defined in California Government Code,
5 Section 54221(b), because it is owned in fee simple by the City and not necessary for the
6 City’s use; and

7 WHEREAS, The Property is “exempt surplus land”, as defined in California
8 Government Code, Section 54221(f)(1)(D), because it is surplus land that the City is
9 transferring to another local, state, or federal agency for the agency’s use; and

10 WHEREAS, At the request of the SFPUC, the City’s Director of Property reviewed and
11 agreed with the nominal value determination; and

12 WHEREAS, The \$5,000 fair market value determination falls below the City’s
13 Administrative Code appraisal requirement for any property valued at or above \$10,000; and

14 WHEREAS, On July 9, 2024, San Bruno agreed to purchase the Property for \$5,000
15 under the terms of the Agreement; and

16 WHEREAS, Under the Agreement, the City, through the SFPUC, will sell the Property
17 to San Bruno on an “as is-where is basis”, subject to this Board of Supervisors’ approval; and

18 WHEREAS, On July 13, 2023, the City of San Bruno determined the Project to be
19 categorically exempt from environmental review under the CEQA Guidelines section 15301,
20 Class 1 (Existing Facilities) and statutorily exempt from environmental review under the CEQA
21 section 21080.25; and

22 WHEREAS, The San Francisco Planning Department, by letter dated August 30, 2023,
23 found that the sale of the Property is consistent with the General Plan, and the eight priority
24 policies of Planning Code, Section 101.1, which letter is on file with the Clerk of the Board of
25 Supervisors in File No. 250070, and incorporated herein by this reference; and

1 WHEREAS, On December 10, 2024, by Resolution No. 24-0246, the SFPUC
2 Commission approved the terms and conditions of the Agreement and authorized the General
3 Manager of the SFPUC to execute the Agreement and declared the Property surplus to the
4 SFPUC’s utility needs in accordance with Section 8B.121(e) of the City Charter pursuant to
5 San Francisco Administrative Code, Section 23.3; now, therefore, be it

6 RESOLVED, That this Board of Supervisors finds that the sale of Property is not under
7 CEQA Guidelines, Section 15301, Class 1 (Exiting Facilities) and statutorily exempt from
8 environmental review under the CEQA section 21080.25, as set forth in the Notice of
9 Exemption dated July 13, 2023; and, be it

10 FURTHER RESOLVED, That this Board hereby declares the Property surplus to the
11 SFPUC’s utility needs in accordance with Section 8B.121(e) of the City Charter; and, be it

12 FURTHER RESOLVED, That this Board finds that the Property is “surplus land”, as
13 defined in California Government Code, Section 55421(b), because it is owned in fee simple
14 by City and not necessary for City’s use; and, be it

15 FURTHER RESOLVED, That this Board finds, in consideration of the foregoing, that
16 the Property is “exempt surplus land” as defined in California Government Code, Section
17 54221(f)(1)(D), because it is surplus land that the City is transferring to another local agency
18 and state agency for the agency’s use; and, be it

19 FURTHER RESOLVED, That this Board of Supervisors hereby determines, in
20 accordance with Section 23.3 of the Administrative Code, that a competitive bidding process
21 for the conveyance of the Property is impractical and is otherwise not in the public interest
22 because (i) the Property is currently used as a roadway, median, and for sidewalk
23 improvements and is not available for independent development; (ii) the sale will support the
24 construction of public highway improvements; and (iii) because the Property’s location and
25 dimension make use by any other entity impractical; and, be it

1 FURTHER RESOLVED, That, in accordance with the recommendation of the SFPUC,
2 the Board approves and authorizes the City to sell the Property to the City of San Bruno for
3 \$5,000; and, be it

4 FURTHER RESOLVED, That, in accordance with the SFPUC's recommendations, this
5 Board approves the terms and conditions of the Sale Agreement for the sale of the Property to
6 the City of San Bruno, and approves and authorizes the SFPUC General Manager and/or
7 City's Director of Property to take all actions necessary or appropriate to sell the Property and
8 effectuate the Sale Agreement and this Resolution; and, be it

9 FURTHER RESOLVED, That the SFPUC General Manager and/or City's Director of
10 Property is authorized and urged in the name and on behalf of the City and County of San
11 Francisco to execute the Sale Agreement in substantially the form presented to the Board and
12 to take any and all steps (including, but not limited to, the execution and delivery of any and all
13 certificates, agreements, notices, consents, escrow instructions, closing documents, and other
14 instruments or documents) as the Director of Property or the SFPUC General Manager deems
15 necessary or appropriate in order to consummate the sale contemplated by the Sale
16 Agreement to the City of San Bruno, or otherwise effectuate the purpose and intent of this
17 resolution, such determination to be conclusively evidenced by the execution and delivery by
18 the Director of Property and /or the SFPUC General Manager of any such documents; and, be
19 it

20 FURTHER RESOLVED, That in accordance with the recommendation of the SFPUC
21 General Manager, the Board ratifies, approves, and authorizes all actions heretofore taken by
22 any City official in connection with the Sale Agreement and the transaction contemplated
23 thereby; and, be it

24 FURTHER RESOLVED, That the Board authorizes the SFPUC General Manager
25 and/or City's Director of Property, in consultation with the Office of the City Attorney, to enter

1 into any additions, amendments, or other modifications to the Sale Agreement and Quitclaim
2 Deed, including without limitation any exhibits or attachments to the Agreement and Quitclaim
3 Deed, that the General Manager determines, in consultation with the City Attorney, are in the
4 best interest of the City; do not materially increase the obligations or liabilities of the City; are
5 necessary or advisable to effectuate the purposes and intent of the Agreement, Quitclaim
6 Deed, or this resolution; and are in compliance with all applicable laws, including the City
7 Charter; and, be it

8 FURTHER RESOLVED, That within thirty (30) days after the Closing (as defined in the
9 Sale Agreement), the SFPUC shall provide any applicable final contracts to the Clerk of the
10 Board for inclusion into the official file.

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AGREEMENT FOR SALE OF REAL ESTATE

by and between

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

as Seller,

and

**the CITY OF SAN BRUNO,
a California municipal corporation,**

as Buyer

for the sale and purchase of

**Parcel No. 9,
comprising approximately 1.54 acres
of the
former Market Street Railway Company
Transportation System Properties Conveyed to
the City and County of San Francisco
located in San Bruno, California**

_____, 20____

TABLE OF CONTENTS

	<u>Page</u>
1. SALE AND PURCHASE	2
1.1 Property Included in Sale	2
2. PURCHASE PRICE	2
3. TITLE 2	
3.1 Conditions of Title	2
3.2 Intentionally Omitted.	3
3.3 Intentionally Omitted.	3
3.4 Buyer’s Responsibility for Title Insurance	3
4. “AS-IS” PURCHASE; RELEASE OF SAN FRANCISCO	3
4.1 Buyer’s Independent Investigation	3
4.2 Property Disclosures	4
4.3 Entry and Indemnity	4
4.4 “As-Is” Purchase	5
4.5 Release of San Francisco	5
5. CONDITIONS PRECEDENT	6
5.1 Buyer’s Conditions Precedent	6
5.2 Contingency Period	7
5.3 Seller’s Condition Precedent	7
5.4 Failure of Seller’s Conditions Precedent	7
6. ESCROW AND CLOSING	8
6.1 Escrow	8
6.2 Closing Date	8
6.3 Deposit of Documents	8
6.4 Prorations	8
6.5 Title Company as Real Estate Reporting Person	9
7. RISK OF LOSS	9
7.1 Loss	9
7.2 Self-Insurance	10
8. EXPENSES	10
8.1 Expenses	10
8.2 Brokers	10
9. RESERVED	11

10.	GENERAL PROVISIONS	11
10.1	Notices	11
10.2	Successors and Assigns	11
10.3	Amendments	12
10.4	Authority of Buyer	12
10.5	Buyer’s Representations and Warranties	12
10.6	Governing Law	12
10.7	Merger of Prior Agreements	12
10.8	Parties and Their Agents	13
10.9	Interpretation of Agreement	13
10.10	Reserved	13
10.11	Time of Essence	13
10.12	No Merger	13
10.13	Non-Liability of San Francisco Officials, Employees and Agents	13
10.14	Conflicts of Interest	13
10.15	Notification of Limitations on Contributions	14
10.16	Sunshine Ordinance	14
10.17	Tropical Hardwood and Virgin Redwood Ban	14
10.18	No Recording	14
10.19	Effective Date	14
10.20	Severability	15
10.21	Acceptance by Buyer	15
10.22	Counterparts	15
10.23	Cooperative Drafting.	15

LIST OF EXHIBITS

Exhibit A	Depiction of the Property
Exhibit B	Description of the Property
Exhibit C	Form of Quitclaim Deed
Schedule 1	Seller's Disclosures

AGREEMENT FOR SALE OF REAL ESTATE

(Parcel No. 9 of the
Former Market Street Railway Company
Transportation System Properties conveyed to
the City and County of San Francisco and
located in San Bruno, California)

THIS AGREEMENT FOR SALE OF REAL ESTATE (this “**Agreement**”) dated for reference purposes only as of _____, 20____, is by and between the **CITY AND COUNTY OF SAN FRANCISCO** (“**San Francisco**” or “**Seller**”), a California municipal corporation, by and through its Public Utilities Commission (“**SFPUC**”), and the **CITY OF SAN BRUNO**, a California municipal corporation (“**San Bruno**” or “**Buyer**”). Seller and Buyer are sometimes collectively referred to in this Agreement as the “**Parties**” or singularly as “**Party**.”

RECITALS

A. San Francisco owns approximately 1.54 acres of real property identified as San Mateo County Assessor’s Parcel Numbers 093-340-060 and 093-340-020 in San Bruno. This property is also designated Parcel No. 9 (“**Parcel No. 9**” or the “**Property**”) of the lands granted to San Francisco under that certain deed entitled “Market Street Railway Company to the City and County of San Francisco Transportation System Properties dated as of September 29, 1944.” The SFPUC refers to the lands conveyed under the deed as the “**Former Muni Right of Way**.”

B. San Francisco and San Bruno are parties to a Revocable Permit dated August 5, 1999 (“**1999 Permit**”) whereby San Francisco licenses to San Bruno portions of Parcel No. 10 and portions of Parcels No. 9, 11, and 12 of the former Muni Right of Way (“**Permit Area**”). Under the Permit, San Bruno uses the Permit Area, including Parcel No. 9, to maintain a roadway, landscaping, and underground utility facilities on Huntington Avenue in San Bruno.

C. San Bruno seeks to construct a two-way bicycle track (“**Project**”) on Parcel No. 9, among other properties not owned by San Francisco. The Project will narrow the existing roadway median and vehicle travel lanes on Huntington Avenue to accommodate the construction of the bicycle track while also maintaining a pedestrian sidewalk along the northbound direction of the roadway.

D. San Bruno seeks to install and maintain the Project improvements on Huntington Avenue between Forest Lane and San Bruno Avenue on Parcel No. 9. San Bruno desires to purchase from San Francisco, through the SFPUC, Parcel No. 9 described and depicted on the attached **Exhibit A** and **Exhibit B** respectively, to facilitate San Bruno’s Project.

E. San Bruno acknowledges and agrees that **(i)** time is of the essence regarding its obligations to complete this sale transaction no later than two (2) years from the Effective Date of the Memorandum of Agreement dated August 14, 2023 between the Parties (“**Transaction Deadline**”); and **(ii)** but for San Bruno’s express promise to complete the sale agreement by the Transaction Deadline, San Francisco would not agree to enter into the Agreement or issue a two-year revocable license to allow San Bruno to install permanent improvements on Parcel No. 9.

F. The SFPUC determined that conveying the Property is not required for its utility needs. On _____, 2024, the SFPUC Commission adopted Resolution No. _____ declaring the Property as “surplus land” and “exempt surplus land” under the State Surplus Lands Act (California Government Code Section 54220, *et seq.*). Because the

Parties are public agencies, the State Surplus Lands Act noticing requirements do not apply to the sale of the Property as contemplated in this Agreement.

G. San Bruno desires to purchase Parcel No. 9, and San Francisco is willing to sell Parcel No. 9, subject to approval by the SFPUC's Commission and San Francisco's Board of Supervisors and Mayor, on the terms and conditions set forth below.

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

AGREEMENT

1. SALE AND PURCHASE

1.1 Property Included in Sale

Subject to the terms, covenants and conditions set forth in this Agreement, San Francisco agrees to sell the Property to San Bruno, and San Bruno agrees to purchase the Property from San Francisco, further identified as San Mateo County Assessor's Parcel Numbers 093-340-060 and 093-340-020 in located in the City of San Bruno, County of San Mateo, State of California, as more particularly described in the attached **Exhibit B**.

2. PURCHASE PRICE

The purchase price for the Property is Five Thousand Dollars (\$5,000) (the "**Purchase Price**"). San Bruno shall pay the Purchase Price as follows:

(a) Buyer has deposited into escrow with Fidelity National Title Company ("**Title Company**"), 2099 Gateway Place, Suite 500, San Jose, CA 95110, Attention: Kassi Gutierrez, the sum of Five Thousand Dollars \$5,000 as an earnest money deposit ("**Deposit**"). The Deposit shall be held in an interest-bearing account, and all interest thereon shall be deemed a part of the Deposit. At the Closing (defined below), the Deposit shall be paid to San Francisco and credited against the Purchase Price.

(b) The Deposit covers the entire Purchase Price, and Buyer shall therefore not owe a balance at the consummation of the purchase and sale contemplated by this Agreement (the "**Closing**").

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

3. TITLE

3.1 Conditions of Title

At the Closing San Francisco shall quitclaim interest in and to the Property to Buyer by quitclaim deed in the form attached as **Exhibit C** ("**Deed**"). Title to the Property shall be subject to (a) liens of local real estate taxes and assessments, (b) all existing exceptions and encumbrances, whether or not disclosed by a current preliminary title report or the public records or any other documents reviewed by Buyer pursuant to Section 5.1 below, and any other exceptions to title which would be disclosed by an accurate and thorough investigation, survey, or inspection of the Property, and (c) all items of which Buyer has actual or constructive notice or knowledge. All of the foregoing exceptions to title shall be referred to collectively as the "Conditions of Title." Without limiting the foregoing, Buyer acknowledges receipt of a

preliminary report issued by the Title Company under Order No. 54606-21-00954, dated August 6, 2021, covering the Property and approves all of the exceptions contained therein.

3.2 Intentionally Omitted.

3.3 Intentionally Omitted.

3.4 Buyer's Responsibility for Title Insurance

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

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

4.1 Buyer's Independent Investigation

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

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

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

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

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

(e) The suitability of the Property for Buyer's intended uses. Buyer represents and warrants that its intended use of the Property is to facilitate San Bruno's Project.

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

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

4.2 Property Disclosures

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

(b) According to the United States Geological Survey, roughly one-quarter of the San Francisco Bay region may be exposed to liquefaction. More information about the potential areas of liquefaction may be found at <http://geomaps.wr.usgs.gov/sfgeo/liquefaction/susceptibility.htm>. Pursuant to California Public Resources Code Section 2694, the Property is in a seismic hazard zone. By execution of this Agreement, Buyer acknowledges the disclosures set forth above.

(c) Buyer acknowledges that San Francisco has disclosed the matters relating to the Property referred to in the attached Schedule 1. Nothing contained in such schedule shall limit any of the provisions of this Article or relieve Buyer of its obligations to conduct a diligent inquiry under this Agreement, nor shall any such matters limit any of the provisions of Section 4.4 [“As-Is” Purchase] or Section 4.5 [Release of San Francisco].

4.3 Entry and Indemnity

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

with all laws, ordinances, rules, regulations, orders and the like in connection with any entry onto or testing of the Property.

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

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

4.4 "As-Is" Purchase

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

4.5 Release of San Francisco

As part of its agreement to purchase the Property in its "As-Is With All Faults" condition, Buyer, on behalf of itself and its successors and assigns, waives any right to recover from, and forever releases and discharges, San Francisco, its officers, employees, agents, contractors, and representatives, and their respective heirs, successors, legal representatives, and assigns, from any and all demands, claims, legal, or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs, or expenses whatsoever (including attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with (a) Buyer's and its Agents and customer's past, present and future use of the Property, (b) the physical, geological, or environmental condition of the Property, including any Hazardous Material in, on, under, above or about the Property, and (c) any federal, state, local, or administrative law, rule, regulation, order or requirement applicable thereto, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("**CERCLA**", also commonly known as the "**Superfund**" law), as amended by Superfund Amendments and Reauthorization Act of 1986 ("**SARA**") (42 U.S.C. Sections 9601-9657), the Resource Conservation and Recovery Act of 1976, as amended by the Solid Waste and Disposal Act of 1984 (collectively, "**RCRA**") (42 U.S.C. Sections 6901-6987),

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

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

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

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

INITIALS: BUYER: AM

5. CONDITIONS PRECEDENT

5.1 Buyer’s Conditions Precedent

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

- (a) Buyer’s review and approval of an updated preliminary title report, together with copies of the underlying documents.
- (b) Buyer’s review and approval of the physical condition of the Property.
- (c) Buyer’s review and approval of all zoning, land use, building, environmental and other statutes, rules, or regulations applicable to the Property.
- (d) Buyer’s review and approval of soils reports and other documents of significance to the Property in San Francisco’s possession. San Francisco shall make available to Buyer at San Francisco’s Real Estate Division’s offices, without representation or warranty of any kind whatsoever, all non-privileged items in its files relating to the Property for Buyer’s review and inspection, at Buyer’s sole cost, during normal business hours. Notwithstanding the foregoing, Buyer’s review shall not include a review of any of San Francisco’s internal memoranda or reports, any privileged or confidential information, or San Francisco’s appraisals of the Property, if any.

5.2 Contingency Period

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

5.3 Seller's Condition Precedent

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

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

(b) A resolution approving and authorizing the transactions contemplated by this Agreement and finding that the public interest or necessity demands or will not be inconvenienced by the sale of the Property, shall have been adopted by San Francisco's Board of Supervisors and Mayor, in their respective sole and absolute discretion, and duly enacted two weeks after SFPUC provides Buyer with documentation of the San Francisco Board of Supervisors' approval but no later than February 28, 2025.

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

5.4 Failure of Seller's Conditions Precedent

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

6. ESCROW AND CLOSING

6.1 Escrow

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

6.2 Closing Date

The Closing shall be held, and delivery of all items to be made at the Closing under the terms of this Agreement shall be made, at the offices of the Title Company on (a) the date which is thirty (30) days after the expiration of the Contingency Period and enactment of the Board of Supervisor's resolution referred to in Section 5.3(b) above, or if such date is not a business day, then upon the next ensuing business day, before 1:00 p.m. San Francisco time or (b) such other date and time as the Parties may mutually agree upon in writing (the "**Closing Date**"). Such date and time may not be extended without the prior written approval of both the Parties.

6.3 Deposit of Documents

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

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

(ii) duly executed and acknowledged Easements;

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

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

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

(c) The Parties shall each deposit such other instruments as are reasonably required by the Title Company or otherwise required to close the escrow and consummate the purchase of the Property in accordance with the terms of this Agreement.

(d) San Francisco shall deliver to Buyer originals (or to the extent originals are not available, copies) of any items that San Francisco is required to furnish Buyer copies of or make available at the Property pursuant to Section 5.1(e) above, within five (5) business days after the Closing Date.

6.4 Prorations

On or after the Closing Date, any real property taxes and assessments, water, sewer, and utility charges, amounts payable under any annual permits and/or inspection fees (calculated on the basis of the period covered), and any other expenses normal to the operation and maintenance

of the Property, shall all be prorated as of 12:01 a.m. on the date the Deed is recorded, on the basis of a three hundred sixty-five (365)-day year. The Parties by this Agreement agree that if any of the above described prorations cannot be calculated accurately on the Closing Date, then the same shall be calculated as soon as reasonably practicable after the Closing Date and either party owing the other party a sum of money based on such subsequent proration(s) shall promptly pay said sum to the other party.

6.5 Title Company as Real Estate Reporting Person

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

7. RISK OF LOSS

7.1 Loss

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

(a) Minor Loss

In the event there occurs any partial damage to the Property or destruction of any of the improvements thereon, or any condemnation proceeding with respect to a portion of the Property or improvements, between the date this Agreement is fully executed and the Closing Date, Buyer shall nonetheless be bound to purchase the Property for the full Purchase Price pursuant to the terms hereof, without regard to the occurrence or effect of any such damage,

destruction or condemnation proceeding, provided that the following conditions are satisfied: (i) the cost to repair any damage or destruction, or the diminution on the fair market value of the remaining Property, as the case may be, does not exceed Five Thousand Dollars (\$5,000), and (ii) upon the Closing, Buyer shall receive a credit against the Purchase Price equal to the amount of any insurance proceeds or condemnation awards that San Francisco collects as a result of any such event, plus the amount of any insurance deductible, but less any sums San Francisco expends toward the restoration or repair of the Property. If San Francisco has not collected the proceeds or awards as of the Closing Date, then San Francisco shall assign such amounts to Buyer, except to the extent necessary to reimburse San Francisco for sums San Francisco has expended to repair or restore the Property.

(b) Major Loss

If the amount of the damage or destruction or condemnation as described above exceeds Five Thousand Dollars (\$5,000), then Buyer may, at its option to be within ten (10) business days of San Francisco's notice of the occurrence of such event, either terminate this Agreement or consummate the purchase for the full Purchase Price pursuant to the terms hereof. If Buyer elects to terminate this Agreement or fails to give San Francisco notice within such ten (10)-day period the Buyer will proceed with the purchase, then the Deposit shall be returned to Buyer and neither party shall have any further rights or obligation under this Agreement except as provided in Section 4.2 [Property Disclosures], Section 8.1 [Expenses], or Section 10.4 [Authority of Buyer] or otherwise expressly provided in this Agreement. If Buyer elects to proceed with the purchase of the Property, then upon the Closing, there shall be a credit against the Purchase Price due under this Agreement equal to the amount of any insurance proceeds or condemnation awards collected by San Francisco as a result of any such damage or destruction or condemnation, plus the amount of any insurance deductible, but less any sums expended by San Francisco toward the restoration or repair of the Property. If San Francisco has not collected the proceeds or awards as of the Closing Date, then San Francisco shall assign such sums to Buyer, except to the extent necessary to reimburse San Francisco for any sums San Francisco expended to repair or restore the Property.

7.2 Self-Insurance

Notwithstanding anything to the contrary above, Buyer acknowledges that San Francisco self-insures and shall not be obligated to purchase any third-party commercial liability insurance or property insurance.

8. EXPENSES

8.1 Expenses

Buyer shall pay the cost of the premium of a title insurance policy, all escrow and recording fees for the sale and San Francisco's cost of obtaining a General Plan Referral from the San Francisco Planning Department. San Francisco shall pay any applicable documentary transfer taxes on the recordation of the Deed and other closing costs customarily paid by sellers of real property in the City and County of San Francisco.

8.2 Brokers

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

indemnified party from, and hold the indemnified party against, any and all costs, damages, claims, liabilities, or expenses (including reasonable attorneys' fees and disbursements) that the indemnified party incurs in defending against the claim. The provisions of this Section shall survive the Closing, or, if the purchase and sale is not consummated for any reason, any termination of this Agreement.

9. RESERVED

10. GENERAL PROVISIONS

10.1 Notices

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

SELLER:

San Francisco Public Utilities Commission
525 Golden Gate Avenue, 10th Floor
San Francisco, California 94102
Attn: Real Estate Director
Re: Parcel No. 9 Sale, San Bruno

BUYER:

Alex McIntyre, City Manager
City of San Bruno
567 El Camino Real
San Bruno, CA 94066

with a copy to:

Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102
Attn: Real Estate Transactions Team
Re: Parcel No. 9 Sale, San Bruno

and

Trisha Ortiz
City Attorney
Richards, Watson & Gershon
One Sansome Street, Suite 2850
San Francisco, CA 94104
tortiz@rwglaw.com

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

10.2 Successors and Assigns

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

10.3 Amendments

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

10.4 Authority of Buyer

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

10.5 Buyer's Representations and Warranties

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

(a) Buyer is a California municipal corporation, duly organized and validly existing and in good standing under the laws of the jurisdiction in which it was formed. Buyer has duly authorized by all necessary action the execution, delivery, and performance of this Agreement. Buyer has duly executed and delivered this Agreement and this Agreement constitutes a legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with the terms hereof.

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

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

10.6 Governing Law

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

10.7 Merger of Prior Agreements

This Agreement, together with the exhibits hereto, contain any and all representations, warranties, and covenants made by the Parties and constitutes the entire understanding between the Parties to this Agreement with respect to the subject matter hereof. Any prior

correspondence, memoranda, or agreements are replaced in total by this Agreement together with the exhibits to this Agreement.

10.8 Parties and Their Agents

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

10.9 Interpretation of Agreement

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

10.10 Reserved

10.11 Time of Essence

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

10.12 No Merger

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

10.13 Non-Liability of San Francisco Officials, Employees and Agents

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

10.14 Conflicts of Interest

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

provisions and agrees that if it becomes aware of any such fact during the term of this Agreement, Buyer shall immediately notify San Francisco.

10.15 Notification of Limitations on Contributions

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

10.16 Sunshine Ordinance

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

10.17 Tropical Hardwood and Virgin Redwood Ban

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

10.18 No Recording

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

10.19 Effective Date

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

10.20 Severability

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

10.21 Acceptance by Buyer

This Agreement shall be null and void unless it is accepted by Buyer and two (2) fully executed copies of this Agreement are returned to San Francisco on or before 5:00 p.m. San Francisco time, two weeks after SFPUC provides Buyer with documentation of the San Francisco Board of Supervisors' approval but no later than February 28, 2025.

10.22 Counterparts

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

10.23 Cooperative Drafting.

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

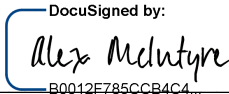
SELLER:

BUYER:

CITY AND COUNTY OF SAN FRANCISCO,
a California municipal corporation

CITY OF SAN BRUNO,
a California municipal corporation

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

By:  _____
Alex McIntyre, City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

TRISHA ORTIZ, City Attorney

By: _____
Anna Parlato Gunderson
Deputy City Attorney

By:  _____

ATTEST:

LUPITA HUERTA, City Clerk

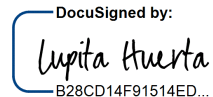
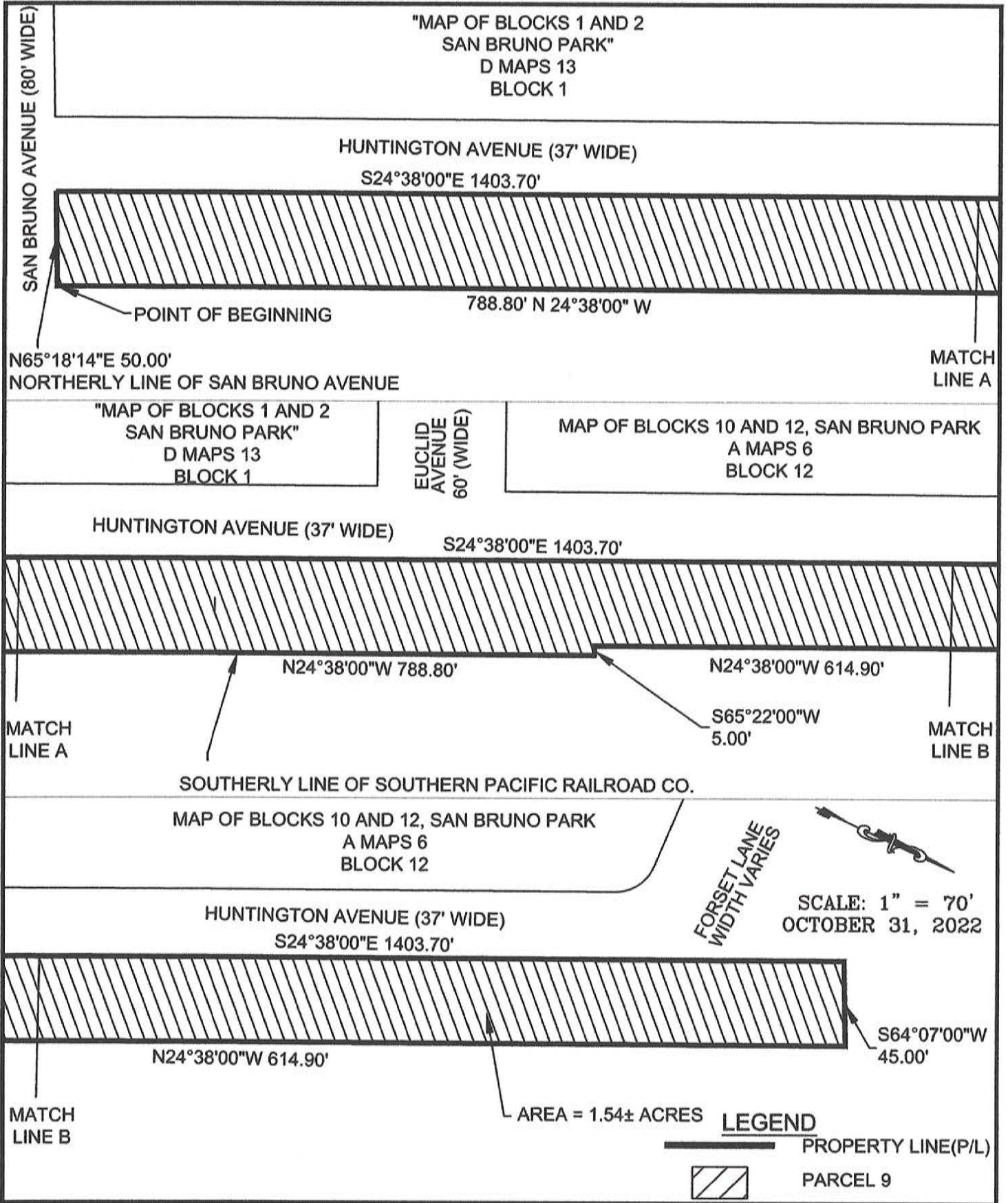
By:  _____

EXHIBIT A

DEPICTION OF THE PROPERTY

[see attached]



PLAT TO ACCOMPANY DESCRIPTION
 PARCEL 9
 LANDS OF CITY AND COUNTY OF SAN FRANCISCO
 (FOR REAL ESTATE APPRAISAL PURPOSES)
 SAN BRUNO COUNTY OF SAN MATEO, CA

(650) 244-9667
 jgmahoney@pls-corp.com
 901 Sneath Ln, Suite 117
 San Bruno, CA 94066

Professional Land Services
 LAND DEVELOPMENT SPECIALISTS

EXHIBIT B

DESCRIPTION OF THE PROPERTY

[see attached]

PROPERTY DESCRIPTION
PARCEL 9-CITY AND COUNTY OF SAN FRANCISCO
(FOR REAL ESTATE APPRAISAL PURPOSES)

A Parcel of land designated as PARCEL 9 as described in Deed from Market Street Railway Company conveyed to City and County of San Francisco recorded in Book 1161 at Page 1 in the Official Records of San Mateo County on September 29, 1944, and said Parcel 9 being situate in the City of San Bruno, County of San Mateo, State of California described as follows:

BEGINNING at the point of intersection of the westerly boundary line of the right of way of the Southern Pacific Railroad Company with the northerly boundary line of San Bruno Avenue;

1. Thence along the easterly boundary line of said PARCEL 9 and the westerly boundary line of said Southern Pacific Railroad Company, N24⁰ 38"W, 788.80 feet;
2. Thence continuing along the easterly boundary line of said PARCEL 9 and westerly boundary line of said Southern Pacific Railroad Company, S65⁰ 22"00"W, 5.00 feet;
3. Thence along the easterly boundary line of said PARCEL 9 and the westerly boundary line of said Southern Pacific Railroad Company, N24⁰ 38"W, 614.90 feet to the southerly boundary line of Tanforan Park;
4. Thence along the northerly boundary line of said PARCEL 9 and the southerly boundary line of PARCEL 8 as described in Deed from Market Street Railway Company conveyed to City and County of San Francisco recorded in Book 1161 at Page 1 in the Official Records of San Mateo County on September 29, 1944, S64⁰ 07"W, 45.00 feet;
5. Thence along the westerly boundary line of said PARCEL 9, S24⁰ 38"E, 1403.70 feet to the northerly boundary line of San Bruno Avenue;
6. Thence along the southerly boundary line of said PARCEL 9 and the northerly boundary line of San Bruno Avenue, N64⁰ 07"E, 50 .00 feet to westerly boundary line of the right of way of the Southern Pacific Railroad Company and point of BEGINNING of this description.

SUBJECT TO: A CITY OF SAN BRUNO PUBLIC HIGHWAY EASEMENT AS DESCRIBED IN DEED FROM UNITED RAILROADS TO THE CITY OF SAN BRUNO AS RECORDED IN BOOK 262 OF DEEDS AT PAGE 289 IN THE OFFICE OF THE RECORDER OF SAN MATEO COUNTY, STATE OF CALIFORNIA.

END OF DESCRIPTION

Containing 1.54 acres, more or less

PROPERTY DESCRIPTION
PARCEL 9-CITY AND COUNTY OF SAN FRANCISCO
(FOR REAL ESTATE APPRAISAL PURPOSES)
(Continued)

Also, all as shown on "PLAT TO ACCOMPANY PROPERTY DESCRIPTION" attached hereto and made apart hereof.

Prepared by:

Michael S. Mahoney
Michael S. Mahoney 10/31/2022
PLS # 5577



EXHIBIT C

FORM OF QUITCLAIM DEED

RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:

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

and

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

MAIL TAX STATEMENTS TO:

City of San Bruno

Attn: _____

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

Assessor Parcel No. 093-340-060
Assessor Parcel No. 093-340-020

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

QUITCLAIM DEED

(San Mateo County Assessor's Parcel Numbers 093-340-060 and 093-340-020)

FOR VALUABLE CONSIDERATION, receipt and adequacy of which are hereby
acknowledged, the CITY AND COUNTY OF SAN FRANCISCO, a California municipal
corporation, pursuant to Resolution No. _____, adopted by the Board of Supervisors
on _____, 2024 and approved by the Mayor on _____, 2024, hereby
RELEASES, REMISES AND QUITCLAIMS to the CITY OF SAN BRUNO, a California
municipal corporation, any and all right, title and interest San Francisco may have in and to the
real property located in the City of San Bruno, State of California, described on the attached
Exhibit B and made a part of this quitclaim deed.

Executed as of this _____ day of _____, 202__.

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
ANDRICO PENICK
Director of Property

APPROVED AS TO FORM:

DAVID CHIU
City Attorney

By: _____
Anna Parlato Gunderson
Deputy City Attorney

DESCRIPTION CHECKED/APPROVED:

By: _____
R. Edward Peterson
Chief Surveyor

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

State of California)
) ss
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

SCHEDULE 1

SELLER'S DISCLOSURES

1. 1999 Permit
2. BART Easement

1999 Permit

[see attached]

**SAN FRANCISCO PUBLIC UTILITIES COMMISSION
REVOCABLE PERMIT**

(Permit #)

THIS REVOCABLE PERMIT (this "Permit") dated for reference purposes only as of August 5, 1998, is made by and between the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation ("City"), acting by and through its Public Utilities Commission ("PUC"), and **CITY OF SAN BRUNO**, a municipal corporation ("Permittee").

City and Permittee agree as follows:

1. **License.** City confers to Permittee a revocable, personal, non-exclusive and non-possessory privilege to enter upon and use that certain real property owned by City situated in the County of San Bruno, State of California, more particularly described in Exhibit A attached hereto (the "**Permit Area**"), for the limited purpose and subject to the terms, conditions and restrictions set forth below. The Permit Area is shown generally on Drawing No. B-4707 attached hereto as Exhibit B. This Permit gives Permittee a license only and notwithstanding anything to the contrary herein, this Permit does not constitute a grant by City of any ownership, leasehold, easement or other property interest or estate whatsoever in the Permit Area, or any portion thereof. Nothing in this Permit shall be construed as granting or creating any franchise rights pursuant to any federal, state or local laws.

THE PRIVILEGE GIVEN TO PERMITTEE UNDER THIS PERMIT IS EFFECTIVE ONLY INsofar AS THE RIGHTS OF CITY IN THE PERMIT AREA ARE CONCERNED, AND PERMITTEE SHALL OBTAIN ANY FURTHER PERMISSION NECESSARY BECAUSE OF ANY OTHER EXISTING RIGHTS AFFECTING THE PERMIT AREA. WITHOUT LIMITING THE FOREGOING, THIS PERMIT IS BEING ISSUED SUBJECT AND SUBORDINATE TO ALL OF THE TERMS AND CONDITIONS OF THAT CERTAIN DEED DATED SEPTEMBER 29, 1944, AND RECORDED SEPTEMBER 29, 1944, IN VOLUME 1611, PAGE 1 OF OFFICIAL RECORDS OF SAN MATEO COUNTY, PURSUANT TO WHICH CITY ACQUIRED ITS INTEREST IN THE PERMIT AREA, A COPY OF WHICH IS ATTACHED TO THIS PERMIT AS EXHIBIT C (THE "DEED"), AND ALL OTHER EXISTING AND FUTURE DOCUMENTS AND INSTRUMENTS OF RECORD AFFECTING THE PERMIT AREA (COLLECTIVELY, WITH THE DEED, THE "RECORDED DOCUMENTS"). PERMITTEE MUST SECURE ALL ADDITIONAL NECESSARY APPROVALS, PERMITS AND CONSENTS, AND DELIVER ALL NECESSARY NOTICES, BEFORE COMMENCING WORK IN THE PERMIT AREA, INCLUDING ANY APPROVALS, PERMITS, CONSENTS OR NOTICES REQUIRED FROM OR TO THE GRANTOR UNDER THE RECORDED DOCUMENTS. PERMITTEE COVENANTS AND AGREES, FOR THE BENEFIT OF CITY, THAT PERMITTEE SHALL FULLY COMPLY WITH THE TERMS AND CONDITIONS OF THE RECORDED DOCUMENTS AND ANY OTHER RULES AND REGULATIONS PROMULGATED BY CITY AS THEY APPLY TO ANY WORK TO BE PERFORMED OR FACILITIES TO BE INSTALLED BY PERMITTEE ON THE PERMIT AREA

PURSUANT TO THIS PERMIT, AND CITY SHALL HAVE NO RESPONSIBILITY OR LIABILITY OF ANY KIND WITH RESPECT THERETO. PERMITTEE ACKNOWLEDGES AND AGREES THAT NEITHER CITY NOR ANY OF ITS AGENTS HAVE MADE, AND CITY HEREBY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE PRESENT OR FUTURE SUITABILITY OF THE PERMIT AREA FOR PERMITTEE'S INTENDED WORK OR FACILITIES, THE IMPACT OF ANY TERM OR CONDITION OF THE RECORDED DOCUMENTS ON PERMITTEE'S RIGHTS UNDER THIS PERMIT, OR THE ABILITY TO OBTAIN OR DELIVER, OR THE PROCEDURE FOR OBTAINING OR DELIVERING, ANY NECESSARY APPROVALS, PERMITS, CONSENTS OR NOTICES FROM OR TO THE GRANTOR UNDER THE RECORDED DOCUMENTS OR ANY OTHER PARTY WITH RESPECT TO ANY MATTERS CONTAINED IN THIS PERMIT.

2. **Use of Permit Area.**

(a) **Permitted Acts.** Permittee may enter and use the Permit Area for the sole purpose of roadway, landscaping and installation of underground utility facilities in strict accordance with Section 3(a) hereof, and for no other purpose whatsoever.

(b) **Subject to City Uses.** Permittee is aware that the Permit Area constitutes a portion of City's water pipeline delivery system. Notwithstanding anything to the contrary in this Permit, any and all of Permittee's activities hereunder shall be subject and subordinate at all times to City's existing and future use of the Permit Area for municipal and other purposes. City shall in no way be liable for any damage or destruction to Permittee's property and/or improvements resulting from any pipeline break or from any pipeline repair or maintenance activities. Permittee shall, at City's request, immediately remove any property or improvements on the Permit Area to allow City access to the pipelines. In the event City deems it necessary, in City's sole discretion, City shall have the right to remove any such property or improvements and City shall not be responsible for restoring or returning same to its prior condition.

3. **Installation of Facilities.** Permittee may install certain facilities consisting of roadway, landscaping, and underground utility facilities which include electric, telephone, cable television and streetlight conduits and wires on the Permit Area only upon satisfaction of the following conditions, which are for the sole benefit of City:

(a) **Approval of Plans and Specifications.** Permittee shall install the permitted facilities in accordance with plans and specifications (including drawings) approved in advance and in writing by PUC and attached hereto as Exhibit D. The plans and specifications may be revised or amended only with prior written approval of PUC after PUC'S Bureau of Environmental and Regulatory Management has determined that no further environmental review is required by CEQA as a result of any such revision or amendment.

(b) **Permits and Approvals.** Before beginning any work in the Permit Area, Permittee shall obtain any and all permits, licenses and approvals (collectively, "approvals") of all regulatory

agencies and other third parties that are required to commence, complete and maintain the permitted work. Promptly upon receipt of such approvals, Permittee shall deliver copies of them to PUC. Permittee recognizes and agrees that no approval by PUC for purposes of Permittee's work hereunder shall be deemed to constitute the approval of any federal, state or local regulatory authority with jurisdiction, and nothing herein shall limit Permittee's obligation to obtain all such regulatory approvals, at Permittee's sole cost.

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

(d) **Cooperation with Public Utilities Commission.** Permittee and its Agents shall work closely with City personnel to minimize any potential disturbance (even if temporary) of the natural features of the Permit Area and to avoid disruption (even if temporary) of City facilities, in, under, on or about the Permit Area and City uses thereof.

(e) **Heavy Equipment.** Permittee shall not use any heavy construction equipment over or about City's pipelines, except as otherwise expressly allowed in Section 4(i) hereof.

(f) **Work Schedule.** Permittee must begin installation work, if at all, within ninety (90) days after the commencement of the term of this Permit. At least five (5) days prior to the commencement of any work on the Permit Area, Permittee shall notify Mr. Ben Ayala, Construction Inspector, at (415) 872-5908, of the date such work shall commence and the intended construction schedule. Notwithstanding the approval of such schedule by PUC, the Construction Inspector shall have the right to require Permittee to adjust such schedule from time to time. All work must be performed during regular working hours (Monday through Friday) between 8:00 a.m. to 4:30 p.m., exclusive of City holidays. Any work performed during any other time or day must be preapproved by the PUC at least forty-eight (48) hours prior to commencing such work. In connection with such approval, City shall have the right to charge Permittee additional inspection fees payable prior to

PUC's approval of the request. Permittee shall complete all work no later than 180 days after the commencement of the term of this Permit, subject to unavoidable delays. For purposes hereof, "unavoidable delays" shall mean any delays by reason of acts of God, accidents, breakage, strikes, lockouts, other labor disputes, enemy action, civil commotion, protests, riots, demonstrations, federal or state governmental restrictions, or by any other reason beyond the reasonable control of Permittee. Permittee shall have the right to apply to City for a one-time extension for a period not to exceed 90 days. City may charge a non-refundable fee of \$100 to process such application for an extension.]

(g) **Restoration of Permit Area.** Immediately following completion of any work permitted hereunder, Permittee shall remove all debris and any excess dirt and shall restore the Permit Area to its condition immediately prior to Permittee's work hereunder, to the satisfaction of City. Permittee shall restore excavated areas with new vegetation (including irrigation and maintenance until established) and erosion control netting, all as requested by City.

(h) **Installation of Above-Ground Markers.** Permittee shall install above-ground markers identifying the location of any underground facilities installed pursuant to this Permit. The location, type and installation of markers and identifying information on the markers shall be subject to the prior written approval of PUC.

(i) **As-Built Drawings/Reports.** Promptly upon completion of the installation of the facilities, Permittee shall furnish PUC with two (2) complete copies of final as-built drawings for the facilities, which drawings shall include sufficient detail so as to allow City to precisely locate the facilities. In the event that Permittee or its agents or consultants prepares any environmental, seismic, geophysical or other written report relating to the Permit Area and/or any work performed thereon, Permittee shall furnish to City a complete copy of such report, including any schedules, exhibits and maps, promptly upon completion of the same.

(j) **Responsibility for Maintenance of Facilities.** Permittee shall be solely responsible for repairing and maintaining all facilities placed in or on the Permit Area pursuant hereto in good and safe condition, and City shall have no duty whatsoever for any repair or maintenance of the Permit Area or any such facilities therein. Permittee shall notify City in writing not less than five (5) days before performing any repair or maintenance work in the Permit Area, except in the case of an emergency wherein Permittee shall notify City telephonically and in writing as soon as reasonably possible.

(k) **Revocability.** Permittee acknowledges and agrees that the installation of the facilities permitted hereunder, regardless of cost, shall not in any way whatsoever limit City's right to revoke this Permit pursuant to the terms hereof or any of City's other rights hereunder.

(l) **Contractors.** Permittee shall not accept and release its contractor for work authorized or required by this Permit before securing the PUC's written approval.

(m) **Cathodic and Other Protection.** City may adopt from time to time such rules and

regulations with regard to Permittee's facilities and operations hereunder as City may determine are necessary or appropriate, in City's sole discretion, to safeguard against corrosion of, or other damage to, City's pipelines and related facilities. Permittee shall immediately comply with all such rules and regulations upon receipt of a copy thereof.

(n) **Type of Pipe.** Permittee shall use steel, ductile iron or cast iron pipe for the entire right-of-way crossing.

(o) **Distance Between Pipes.** The clear distance between the bottom of Permittee's facilities and the top of City's existing and any proposed future water lines shall not be less than twelve inches (12") and Permittee's installed facilities shall be placed at a constant grade for the entire crossing over the Permit Area.

4. **Restrictions on Use.** Permittee agrees that, by way of example only and without limitation, the following uses of the Permit Area by Permittee, or any other person claiming by or through Permittee, are inconsistent with the limited purpose of this Permit and are strictly prohibited as provided below:

(a) **Improvements.** Except as otherwise expressly provided herein, Permittee shall not construct or place any temporary or permanent structures or improvements in, on, under or about the Permit Area, nor shall Permittee make any alterations or additions to any of existing structures or improvements on the Permit Area, unless Permittee first obtains PUC's prior written consent, which PUC may give or withhold in its sole and absolute discretion. For purposes hereof, asphalt, concrete and cementitious concrete driveways, sidewalks and parking areas, shacks and storage facilities, and fences shall be deemed "improvements."

(b) **Trees and Other Plantings.** Permittee shall not plant any trees or other vegetation in or on the Permit Area, except as otherwise expressly provided herein.

(c) **Dumping.** Permittee shall not cause or permit the dumping or other disposal in, on, under or about the Permit Area of landfill, refuse, Hazardous Material (as defined below) or any other materials, including but not limited to materials that are unsightly or could pose a hazard to the human health or safety, native vegetation or wildlife, or the environment.

(d) **Hazardous Material.** Permittee shall not cause, nor shall Permittee allow any of its Agents or Invitees (as such terms are defined below) to cause, any Hazardous Material (as defined below) to be brought upon, kept, used, stored, generated, released or disposed of in, on, under or about the Permit Area, or transported to, from or over the Permit Area. Permittee shall immediately notify City when Permittee learns of, or has reason to believe that, a release of Hazardous Material has occurred in, on, under or about the Permit Area. Permittee shall further comply with all laws, statutes, ordinances, rules, regulations, policies, orders, edicts and the like (collectively, "Laws") requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary or desirable to mitigate the release or minimize the spread of contamination. In the

event that Permittee or its Agents or Invitees cause a release of Hazardous Material, Permittee shall, without cost to City and in accordance with all Laws and using the highest and best technology available, promptly return the Permit Area to the condition immediately prior to the release. In connection therewith, Permittee shall afford City a full opportunity to negotiate and participate in any discussion with governmental agencies and environmental consultants regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Material, and any other abatement or clean-up plan, strategy and procedure. For purposes hereof, "**Hazardous Material**" means material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to public health, welfare or the environment. Hazardous Material includes, without limitation, the following: any material or substance defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 *et seq.*, or pursuant to Section 25316 of the California Health & Safety Code or any other federal, state, or local Law; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the Permit Area or are naturally occurring substances in the Permit Area; and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids, provided, the foregoing shall not prohibit Permittee from traversing to, from and across the Permit Area in standard motor vehicles that do not exceed the weight limitations set forth below. The term "**release**" or "**threatened release**" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under or about the Permit Area.

(e) **Nuisances**. Permittee shall not conduct any activities in, on, under or about the Permit Area that constitute waste, nuisance or unreasonable annoyance (including, without limitation, emission of objectionable odors, noises or lights) to City, to the owners or occupants of neighboring property, or to the public, or that constitute waste or nuisance per se.

(f) **Damage**. Permittee shall not do anything in, on, under or about the Permit Area that could cause damage or interference to any pipelines or other property located in, on, under or about the Permit Area.

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

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

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

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

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

(iii) Permittee shall not use vibrating compaction equipment without PUC's prior written approval, which approval may be withheld in PUC's sole discretion.

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

5. Permit Fee(s).

(a) Permittee shall pay to City a one-time non-refundable permit fee in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) to cover City's processing, inspection and other administrative costs. Such fee is payable at such time as Permittee signs and delivers this Permit to City. Payment shall be made by good check payable to the City and County of San Francisco and delivered to City in care of the Director of the Bureau of Commercial Land Management of the San Francisco Public Utilities Commission at the address for notices to City specified in Section 29 hereof or such other place as City may designate in writing. Without limiting its right to revoke this Permit or any of its other rights hereunder, City may at any time, upon not less than 30 days' written notice to Permittee, charge a use fee for the privilege given hereunder if City establishes a general policy

for charging fees for the use permitted hereunder, and City may increase such fee from time to time in accordance with such policy.

6. **Term of Permit.** The privilege conferred to Permittee pursuant to this Permit shall commence on the date on which this Permit is executed and delivered by City following PUC authorization and approval and the receipt of all fees and security required to be provided hereunder (the "Commencement Date"), and shall immediately expire upon oral or written notice from City revoking this Permit. City may at its sole option freely revoke this Permit at any time without cause or liability, and without any obligation to pay any consideration to Permittee.

7. **Security for Performance.** INTENTIONALLY OMITTED.

8. **Insurance.**

(a) Permittee shall procure and keep in effect at all times during the term of this Permit, at Permittee's expense, and cause its contractors and subcontractors to maintain at all times during any construction activities on the Permit Area insurance as follows: (i) General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Independent Contractors, Explosion, Collapse and Underground (XCU), Broadform Property Damage, Sudden and Accidental Pollution, Products Liability and Completed Operations; (ii) Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired automobiles, as applicable, and Sudden and Accidental pollution; and (iii) Workers' Compensation Insurance with Employer's Liability Coverage with limits of not less than \$1,000,000 each accident. In lieu of the foregoing insurance, Permittee can elect to self-insure by providing City adequate evidence of its self-insurance program. If Permittee elects to self-insure, Permittee shall give PUC written notice of any significant change in or the depletion of its self-insurance fund.

(b) All liability 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 Permit and that insurance applies separately to each insured against whom claim is made or suit is brought, and (iii) include a waiver of subrogation endorsement or provision wherein the insurer acknowledges acceptance of Permittee's waiver of claims against City. 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 Permittee's activities (and Permittee's Agents and Invitees) under this Permit (excluding nonnegligent aggravation of existing conditions with respect to Hazardous Materials).

(c) All policies shall be endorsed to provide thirty (30) days prior written notice of cancellation, non-renewal or reduction in coverage to City.

(d) Prior to the commencement date of this Permit, Permittee shall deliver to City certificates of insurance in form and with insurers satisfactory to City, evidencing the coverages required hereunder, together with complete copies of the policies at City's request. In the event Permittee shall fail to procure such insurance, or to deliver such policies or certificates, City may procure, at its option, the same for the account of Permittee, and the cost thereof shall be paid to City within five (5) days after delivery to Permittee 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, Permittee shall maintain such coverage continuously throughout the term of this Permit and, without lapse, for a period of three (3) years beyond the Permit expiration, to the effect that, should any occurrences during the Permit term give rise to claims made after expiration of the Permit, such claims shall be covered by such claims-made policies.

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

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

9. **Compliance with Laws.** Permittee shall, at its expense, conduct and cause to be conducted all activities on the Permit Area allowed hereunder in a safe and reasonable manner and in compliance with all Laws of any governmental or other regulatory entity (including, without limitation, the Americans with Disabilities Act) and all covenants, restrictions and provisions of record, whether presently in effect or subsequently adopted and whether or not in the contemplation of the parties. Permittee shall, at its sole expense, procure and maintain in force at all times during its use of the Permit Area any and all business and other licenses or approvals necessary to conduct the activities allowed hereunder. Permittee understands and agrees that City is entering into this Permit in its

capacity as a property owner with a proprietary interest in the Permit Area and not as a regulatory agency with police powers. Permittee further understands and agrees that no approval by City for purposes of this Permit shall be deemed to constitute approval of any federal, state, City or other local regulatory authority with jurisdiction, and nothing herein shall limit Permittee's obligation to obtain all such regulatory approvals at Permittee's sole cost or limit in any way City's exercise of its police powers.

10. Covenant to Maintain Permit Area. In connection with its use hereunder, Permittee shall at all times, at its sole cost, maintain the Permit Area in a good, clean, safe, secure, sanitary and sightly condition, so far as the Permit Area may be affected by Permittee's activities hereunder.

11. Monuments. INTENTIONALLY OMITTED.

12. Removal or Alteration of Facilities. Without limiting City's rights hereunder, Permittee shall promptly, at City's written request, alter or remove at its sole expense any and all facilities, improvements, plantings or other property installed or placed in, on, under or about the Permit Area by Permittee, as may be necessary to avoid any actual or potential interference with any of City's pipelines, power lines, facilities or other structures now or later constructed, or with the maintenance thereof or with any other operations or land uses by City. In the request, City shall have the right to specify reasonable time limits for completion of the work. If after such written notice Permittee fails to complete the requested work within the prescribed time limits, City shall have the right to perform the requested work and charge Permittee all costs and expenses incurred by City in performing the work. Such amount shall be due and payable upon City's demand. In the event of an emergency City may, at its sole option and without notice, alter, remove or protect at Permittee's sole expense, any and all facilities, improvements, plantings or other property installed or placed in, on, under or about the Permit Area by Permittee. The owner of such utility facilities shall, upon written or oral notice by City that an emergency exists, take immediate action at its sole expense to protect, remove or relocate such facilities as required by City to meet the emergency.

13. Signs. Permittee shall not place, erect or maintain any sign, advertisement, banner or similar object in, on, or about the Permit Area without PUC's prior written consent, which PUC may withhold in its sole discretion; provided, however, Permittee may place in the Permit Area a temporary sign of less than thirty (30) days' duration that is necessary for Permittee's construction use and which does not extend below the ground surface without PUC's prior written consent.

14. Surrender. Upon the expiration of this Permit or within ten (10) days after any sooner revocation or other termination of this Permit, Permittee shall surrender the Permit Area in the same condition as received, and broom clean, free from hazards and clear of all debris. At such time, Permittee shall remove all of its property from the Permit Area and any signs and, upon City's request, other structures or improvements] permitted hereunder, and shall repair, at its cost, any damage to the Permit Area caused by such removal. Permittee's obligations under this Section shall survive any termination of this Permit.

15. Repair of Damage. If any portion of the Permit Area or any property of City located on or about the Permit Area is damaged or threatened by any of the activities conducted by Permittee or anyone acting by or through Permittee hereunder, Permittee shall immediately, at its sole cost, notify City by facsimile of such damage or threat. City may, but shall not be obligated, to remedy such damage or threat at Permittee's sole cost, or City may elect to witness Permittee's repair work. In the event City elects not to remedy such damage or threat, Permittee shall repair any and all such damage and restore the Permit Area or property to its previous condition subject to City's inspection, review and approval. City has no responsibility or liability of any kind with respect to any utilities that may be on, in or under the Permit Area. Permittee has the sole responsibility to locate such utilities and other existing facilities and protect them from damage. Permittee shall be solely responsible for arranging and paying directly for any utilities or services necessary for its activities hereunder; provided, Permittee shall obtain City's prior written approval to the provision of such services or utilities in, on, under, or through the Permit Area.

16. City's Right to Cure Defaults by Permittee. If Permittee fails to perform any of its obligations under this Permit to restore the Permit Area, remove or alter facilities or repair damage, or if Permittee defaults in the performance of any of its other obligations under this Permit, then City may, at its sole option, remedy such failure for Permittee's account and at Permittee's expense by providing Permittee with three (3) days' prior written or oral notice of City's intention to cure such default (except that no such prior notice shall be required in the event of an emergency as determined by City). Such action by City shall not be construed as a waiver of any rights or remedies of City under this Permit, and nothing herein shall imply any duty of City to do any act that Permittee is obligated to perform. Permittee shall pay to City upon demand, all costs, damages, expenses or liabilities incurred by City, including, without limitation, reasonable attorneys', experts' and consultants' fees, in remedying or attempting to remedy such default. Permittee's obligations under this Section shall survive the termination of this Permit.

17. No Costs to City. Permittee shall bear all costs or expenses of any kind or nature in connection with its use of the Permit Area, and shall keep the Permit Area free and clear of any liens or claims of lien arising out of or in any way connected with its use of the Permit Area.

18. Indemnity. Permittee shall indemnify, defend, reimburse and hold harmless City, its officers, agents, employees and contractors, and each of them, from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind ("**Claims**"), arising in any manner out of (a) any injury to or death of any person or damage to or destruction of any property occurring in, on or about the Permit Area, or any part thereof, whether the person or property of Permittee, its officers, directors, members, employees, agents, consultants, contractors or subcontractors (collectively, "**Agents**"), its invitees, guests or business visitors (collectively, "**Invitees**"), or third persons, relating to any use or activity under this Permit, (b) any failure by Permittee to faithfully observe or perform any of the terms, covenants or conditions of this Permit, (c) the use of the Permit Area or any activities conducted thereon by Permittee, its Agents or Invitees, (d) any release or discharge, or threatened release or discharge, of any Hazardous Material caused or allowed by Permittee, its Agents or Invitees, on, in, under or about

the Permit Area, any improvements or into the environment, or (e) any failure by Permittee to faithfully observe or perform any terms, covenants or conditions of the Recorded Documents to the extent that such terms, covenants or conditions relate to or are triggered by the work to be performed or the facilities to be installed pursuant to this Permit; except solely to the extent of Claims resulting directly from the gross negligence or willful misconduct of City or City's authorized representatives. In addition to Permittee's obligation to indemnify City, Permittee specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City from any claim that actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Permittee by City and continues at all times thereafter. The foregoing indemnity shall include, without limitation, reasonable attorneys', experts' and consultants' fees and costs, investigation and remediation costs and all other reasonable costs and expenses incurred by the indemnified parties, including, without limitation, damages for decrease in the value of the Permit Area and claims for damages or decreases in the value of adjoining property. Permittee's obligations under this Section shall survive the expiration or other termination of this Permit.

19. Waiver of Claims.

(a) Neither City nor any of its commissions, departments, boards, officers, agents or employees shall be liable for any damage to the property of Permittee, its officers, agents, employees, contractors or subcontractors, or their employees, or for any bodily injury or death to such persons, resulting or arising from the condition of the Permit Area or its use by Permittee.

(b) Permittee acknowledges that this Permit is freely revocable by City and in view of such fact, Permittee expressly assumes the risk of making any expenditures in connection with this Permit, even if such expenditures are substantial. Without limiting any indemnification obligations of Permittee or other waivers contained in this Permit and as a material part of the consideration for this Permit, Permittee fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, City, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, under any present or future laws, statutes, or regulations, including, but not limited to, any claim for inverse condemnation or the payment of just compensation under law or equity, in the event that City exercises its right to revoke or terminate this Permit.

(c) Permittee acknowledges that it will not be a displaced person at the time this Permit is terminated or revoked or expires by its own terms, and Permittee fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, City, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, under any present or future laws, statutes, or regulations, including, without limitation, any and all claims for relocation benefits or assistance from City under federal and state relocation assistance laws.

(d) Permittee expressly acknowledges and agrees that the fees payable hereunder do not

take into account any potential liability of City for any consequential or incidental damages including, but not limited to, lost profits arising out of disruption to the facilities or Permittee's uses hereunder. City would not be willing to give this Permit in the absence of a waiver of liability for consequential or incidental damages due to the acts or omissions of City or its Agents, and Permittee expressly assumes the risk with respect thereto. Accordingly, without limiting any indemnification obligations of Permittee or other waivers contained in this Permit and as a material part of the consideration for this Permit, Permittee fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against for consequential and incidental damages (including without limitation, lost profits), and covenants not to sue for such damages, City, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, arising out of this Permit or the uses authorized hereunder, including, without limitation, any interference with uses conducted by Permittee pursuant to this Permit, regardless of the cause, and whether or not due to the negligence of City or its Agents, except for the gross negligence and willful misconduct of City or its Agent.

(e) As part of Permittee's agreement to accept the Permit Area in its "As Is" condition as provided below, and without limiting such agreement, Permittee on behalf of itself and its successors and assigns, waives its right to recover from, and forever releases and discharges, City and its Agents, and their respective heirs, successors, administrators, personal representatives and assigns, from any and all Claims, whether direct or indirect, known or unknown, foreseen and unforeseen, that may arise on account of or in any way be connected with the physical or environmental condition of the Permit Area and any related improvements or any law or regulation applicable thereto or the suitability of the Permit Area for Permittee's intended use.

(f) In connection with the foregoing releases, Permittee acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Permittee acknowledges that the releases contained herein includes all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Permittee realizes and acknowledges that it has agreed upon this Permit in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect. The releases contained herein shall survive any termination of this Permit.

20. **As Is Condition of Permit Area; Disclaimer of Representations.** Permittee accepts the Permit Area in its "AS IS" condition, without representation or warranty of any kind by City, its officers, agents or employees, and subject to all applicable laws, rules and ordinances governing the use of the Permit Area. Without limiting the foregoing, this Permit is made subject to any and all existing and future covenants, conditions, restrictions, easements, encumbrances and other title

matters affecting the Permit Area, whether foreseen or unforeseen, and whether such matters are of record or would be disclosed by an accurate inspection or survey.

21. **No Assignment.** This Permit is personal to Permittee and shall not be assigned, conveyed or otherwise transferred by Permittee under any circumstances. Any attempt to assign, convey or otherwise transfer this Permit shall be null and void and cause the immediate termination and revocation of this Permit.

22. **Cessation of Use.** Permittee will not terminate its activities on the Permit Area pursuant hereto without prior written notice to City.

23. **No Joint Ventures or Partnership; No Authorization.** This Permit does not create a partnership or joint venture between City and Permittee as to any activity conducted by Permittee on, in or relating to the Permit Area. Permittee is not a state actor with respect to any activity conducted by Permittee on, in, under or around the Permit Area. The giving of this Permit by City does not constitute authorization or approval by City of any activity conducted by Permittee on, in, around or relating to the Permit Area.

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

25. **Burma (Myanmar) Business Prohibition.** Permittee is not the government of Burma (Myanmar), a person or business entity organized under the laws of Burma (Myanmar) or a "prohibited person or entity" as defined in Section 12J.2(G) of the San Francisco Administrative Code. Chapter 12J of the San Francisco Administrative Code is hereby incorporated by reference as though fully set forth herein. The failure of Permittee to comply with any of its requirements shall be deemed a material breach of this Permit. In the event Permittee fails to comply in good faith with any such requirements, Permittee shall be liable for liquidated damages for each violation in an amount equal to Permittee's net profit under this Permit, or 10% of the total amount of the Permit fee, or \$1,000, whichever is greatest. Permittee acknowledges and agrees the liquidated damages assessed shall be payable to the City upon demand.

26. **Non-Discrimination in City Contracts.**

Covenant Not to Discriminate. In the performance of this Permit, Permittee 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, disability or Acquired Immune Deficiency Syndrome or HIV status

(AIDS/HIV status) against any employee of, any City employee working with, or applicant for employment with Permittee, in any of Permittee's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Permittee.

27. 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 product, virgin redwood or virgin redwood product.

28. Taxes, Assessments, Licenses, Permit Fees and Liens.

(a) Permittee recognizes and understands that this Permit may create a possessory interest subject to property taxation and that Permittee may be subject to the payment of property taxes levied on such interest. Permittee further recognizes and understands that any transfer or assignment permitted under this Permit and any exercise of any option to renew or extend this Permit 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) Permittee agrees to pay taxes of any kind, including, but not limited to, possessory interest taxes, that may be lawfully assessed on the interest hereby created and to pay all other taxes, excises, licenses, permit charges and assessments based on Permittee's usage of the Permit Area that may be imposed upon Permittee by law, all of which shall be paid when the same become due and payable and before delinquency.

(c) Permittee agrees not to allow or suffer a lien for any such taxes or charges to be imposed upon the Permit Area or upon any equipment or property located thereon without promptly discharging the same, provided that Permittee, if so desiring, may have reasonable opportunity to contest the validity of the same by paying under protest or posting adequate (in City's sole discretion) security during any such contest.

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

City or PUC: Bureau of Commercial Land Management
Public Utilities Commission
1155 Market St., 5th Flr.
San Francisco, CA 94103
Attn: Director

Permittee: City of San Bruno
 Department of Public Works
 567 El Camino Real
 San Bruno, CA 94066-4299
 Attn: Abbas Masjedi

Notices herein shall be deemed given two (2) days after the date when they shall have been mailed if sent by first class, certified or overnight courier, or upon the date personal delivery is made.

30. No Tobacco Advertising. Permittee acknowledges and agrees that no advertising of cigarettes or tobacco products is allowed on any real property owned by or under the control of the City, including the property which is the subject of this Permit. This prohibition includes the placement of the name of a company producing, selling or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This prohibition does not apply to any advertisement sponsored by a state, local or nonprofit entity designed to communicate the health hazards of cigarettes and tobacco products or to encourage people not to smoke or to stop smoking.

31. Pesticide Prohibition. Permittee shall comply with the provisions of Section 39.9 of Chapter 39 of the San Francisco Administrative Code (the "Pesticide Ordinance") which (i) prohibit the use of certain pesticides on City property, and (ii) require the posting of certain notices and the maintenance of certain records regarding pesticide usage, and (iii) require Permittee to submit to the PUC an integrated pest management (IPM") plan that (a) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Permittee may need to apply to the Permit Area during the term of this Permit, (b) describes the steps Permittee will take to meet the City's IPM Policy described in Section 39.1 of the Pesticide Ordinance, and (c) identifies, by name, title, address and telephone number, an individual to act as the Permittee's primary IPM contact person with the City. In addition, Permittee shall comply with the requirements of Sections 39.4(a) and 39.4(b) of the Pesticide Ordinance as of January 1, 1999 and January 1, 2000, respectively.

32. Conflict of Interest. Permittee states that it is familiar with the provisions of Section 15.103 and C8.105 of the San Francisco Charter and certifies that it knows of no facts which would constitute a violation of such provisions. Permittee further certifies that it has made a complete disclosure to the City of all facts bearing on any possible interests, direct or indirect, which Permittee believes any officer or employee of the City presently has or will have in this Permit or in the performance thereof.

33. General Provisions. (a) This Permit may be amended or modified only by a writing signed by City and Permittee. (b) No waiver by any party of any of the provisions of this Permit shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. No waiver shall be deemed a subsequent or continuing waiver of the same, or any other, provision of this Permit. (c) Except as

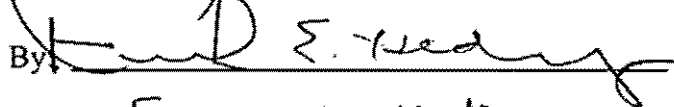
expressly provided to the contrary, all approvals, consents and determinations to be made by City hereunder may be made in the sole and absolute discretion of City. (d) This instrument (including the exhibit(s) hereto) contains the entire agreement between the parties and all prior written or oral negotiations, discussions, understandings and agreements are merged herein. (e) The section and other headings of this Permit are for convenience of reference only and shall be disregarded in the interpretation of this Permit. (f) Time is of the essence in all matters relating to this Permit. (g) This Permit shall be governed by California law and City's Charter. (h) If either party commences an action against the other or a dispute arises under this Permit, the prevailing party shall be entitled to recover from the other reasonable attorneys' fees and costs. For purposes hereof and for purposes of the indemnifications set forth herein, reasonable attorneys' fees of City shall be based on the fees regularly charged by private attorneys in San Francisco with comparable experience notwithstanding the City's use of its own attorneys. (i) If Permittee consists of more than one person then the obligations of each person shall be joint and several. (j) Permittee may not record this Permit or any memorandum hereof. (k) Subject to the prohibition against assignments or other transfers by Permittee hereunder, this Permit shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns. (l) Any sale or conveyance of the property burdened by this Permit by City shall automatically revoke this Permit. (m) Notwithstanding anything to the contrary contained in this Permit, Permittee acknowledges and agrees that no officer or employee of City has authority to commit City to this Permit unless and until a resolution of City's PUC shall have been duly adopted approving this Permit and authorizing the transaction contemplated hereby. Therefore, any obligations or liabilities of City hereunder are contingent upon enactment of such a resolution, and this Permit shall be null and void if City's PUC does not approve this Permit, in its sole discretion.

34. Disclosure. Permittee understands and agrees that under the City's Sunshine Ordinance (S.F. Administrative Code Chapter 67) and the State Public Records Law (Gov't Code section 6250 et seq.), apply to this Permit and any and all records, information, and materials submitted to the City in connection with this Permit. Accordingly, any and all such records, information and materials may be subject to public disclosure in accordance with the City's Sunshine Ordinance and the State Public Records Law. Permittee hereby authorizes the City to disclose any records, information and materials submitted to the City in connection with this Permit.

PERMITTEE REPRESENTS AND WARRANTS TO CITY THAT IT HAS READ AND UNDERSTANDS THE CONTENTS OF THIS PERMIT, HAS HAD AN OPPORTUNITY TO REVIEW AND DISCUSS IT WITH COUNSEL OF ITS CHOOSING, AND AGREES TO COMPLY WITH AND BE BOUND BY ALL OF ITS PROVISIONS.

PERMITTEE:

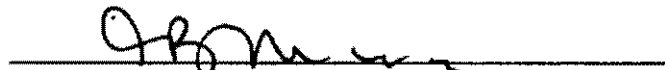
CITY OF SAN BRUNO,
a municipal corporation

By 

Name: Frank E. Hedley
Its: City Manager

CITY:


CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation


General Manager
Public Utilities Commission

Date: 7/28/99

APPROVED AS TO FORM:

LOUISE H. RENNE
City Attorney

By 
Deputy City Attorney

APPROVED AS TO FORM:


CITY ATTORNEY

Authorized by
Public Utilities Commission

Resolution No. 98-0214

Adopted August 25, 1998

Attest 
Secretary
Public Utilities Commission

EXHIBIT A

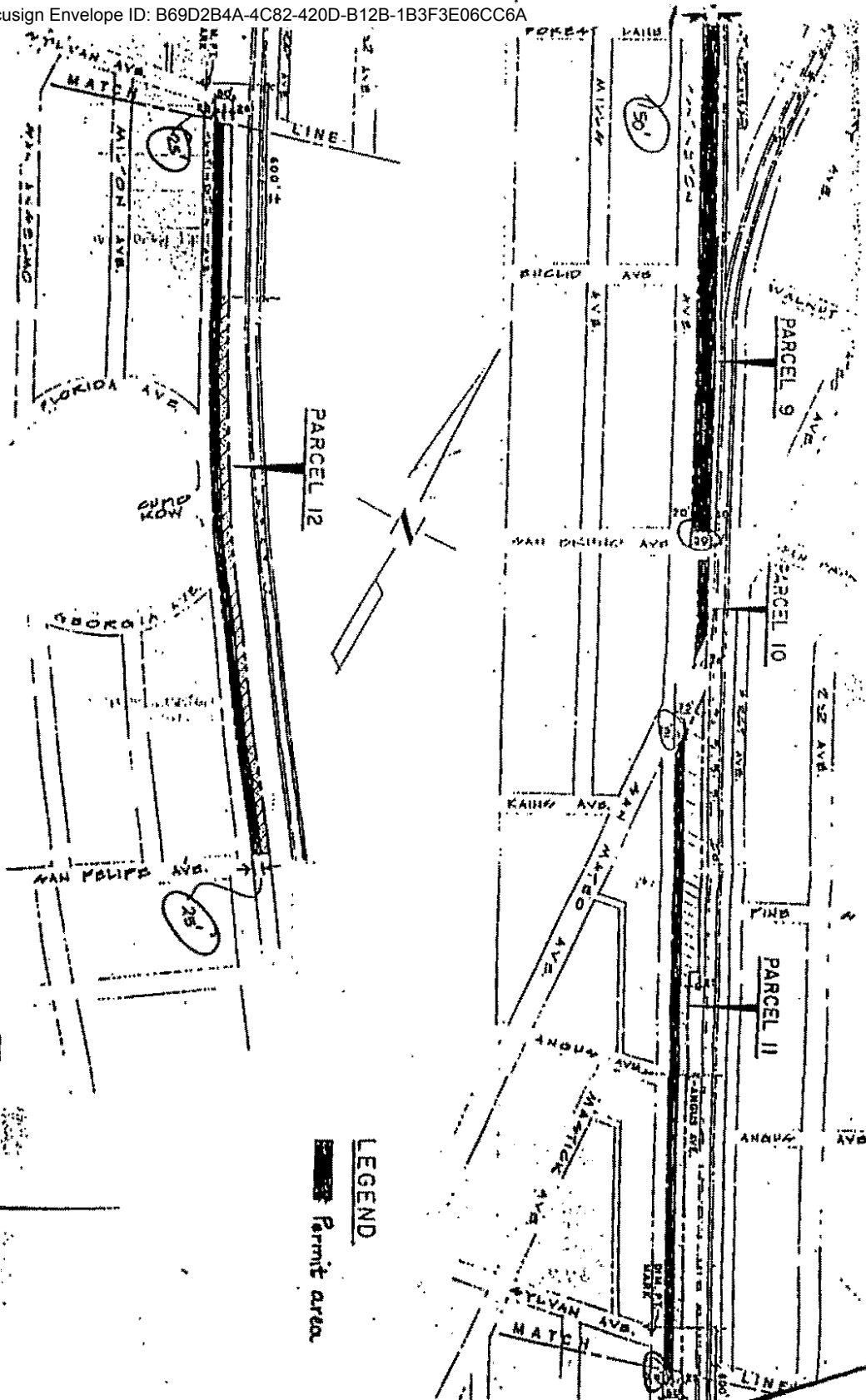
DESCRIPTION OF PERMIT AREA

All that certain real property located in San Mateo County, California, described as follows:

Parcel 10 and a portion of Parcels 9, 11 and 12 of the former Muni Railway right of way, according to SFPUC records and as shown on Drawing No. B-4707 attached hereto as Exhibit B and made a part hereof.

EXHIBIT B

DRAWING NO. B-4707



**CITY AND COUNTY OF SAN FRANCISCO
PUBLIC UTILITIES COMMISSION**

**REVOCABLE PERMIT TO CITY OF SAN BRUNO FOR ROADWAY,
LANDSCAPING AND INSTALLATION OF UNDERGROUND UTILITIES**

POR. OF PAR. 9, 10, 11 AND 12 MUNI RW

SAN MATEO COUNTY

BY	REVIEWED	DRAWN BY	SCALE <i>NO SCALE</i>	DRAWING NO.
APPROVED		CH. BY	DATE 7/21/99	B-4707
		REV BY		

EXHIBIT C

DEED

DEED

MARKET STREET RAILWAY COMPANY

10

City & County of San Francisco

Transportation System Properties

Date of September 28, 1944

CLERK'S CERTIFICATE.

State of California,
City and County of San Francisco.—ss.

I, DAVID A. BARRY, Clerk of the Board of Supervisors, of the City and County of San Francisco, do hereby certify that the annexed Resolution No. 4218 (Series 1939) is a full, true and correct copy of the original thereof on file in this office.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the official seal of the City and County this 28 day of Sept. 1944.

(Seal) DAVID A. BARRY,
Clerk of the Board of Supervisors,
City and County of San Francisco.

RECORDING PARTICULARS.

Recorded in the office of the County Recorder of the City and County of San Francisco at 9 A.M., September 29, 1944, in Liber 4150 of Official Records at page 1.

Recorded in the office of the County Recorder of the County of San Mateo at 9 A.M., September 29, 1944, in Volume 1161 of Official Records at page 1.

Parcel 9.

Beginning at the point of intersection of the westerly line of the right of way of the Southern Pacific Railroad Company with the northerly line of San Bruno Lane; thence along the westerly line of the right of way of the Southern Pacific Railroad Company north $24^{\circ} 38'$ west 788.8 feet; thence south $65^{\circ} 22'$ west 5 feet; thence along the westerly line of the right of way of the Southern Pacific Railroad Company north $24^{\circ} 38'$ west 614.9 feet to the southerly line of Tanforan Park; thence south $64^{\circ} 07'$ west 45 feet; thence south $24^{\circ} 38'$ east 1403.7 feet to the northerly line of San Bruno Lane; thence north $64^{\circ} 07'$ east 50 feet along the northerly line of San Bruno Lane to the westerly line of the right of way of the Southern Pacific Railroad Company and the point of beginning.

Containing 1.54 acres, more or less.

Parcel 11.

In the Buri Buri Rancho, beginning at the point of intersection of the southwesterly line of the right of way of the Southern Pacific Railroad Company with the easterly line of the San Bruno Road; thence along said right of way south $25^{\circ} 10'$ east 800 feet; thence at a right angle south $64^{\circ} 50'$ west 25 feet; thence at a right angle south $25^{\circ} 10'$ east 1126.50 feet to the point of intersection of said course with the northerly line of the 110 acre tract now or formerly belonging to D. O. Mills; thence along said northerly line south $83^{\circ} 30'$ west 52.78 feet to a stake; thence north $25^{\circ} 10'$ west 1732.72 feet to the easterly line of the San Bruno Road; thence along said road north $1^{\circ} 10'$ west 184.38 feet to the point of beginning.

Containing 2.508 acres.

EXHIBIT D

APPROVED PLANS AND SPECIFICATIONS

PUBLIC UTILITIES COMMISSION
City and County of San Francisco

RESOLUTION NO. 98-0214

WHEREAS, The City and County of San Francisco owns certain real property under the jurisdiction of the San Francisco Public Utilities Commission in San Mateo County; and

WHEREAS, The City of San Bruno has requested to enter into an agreement for roadway, landscaping, and installation of underground utility facilities which include placement of electrical conduits, CATV conduits, and telephone conduits within the Permit Area; and

WHEREAS, BERM has determined, and completed a certification, that the project described by the proposed agreement is categorically exempt from the requirements of the California Environmental Quality Act; and

WHEREAS, This project is a Rule 20A and Rule 32A.1, Overhead to Underground Conversion Project; now, therefore, be it

RESOLVED, That this Commission hereby approves the terms and conditions and authorizes the execution of that certain Permit to the City of San Bruno, as Permittee, for the purpose of roadway, landscaping, and installation of underground utility facilities which will include placement of electrical conduits, telephone conduits and CATV conduits within the Permit Area located in San Bruno, San Mateo County, as set forth in the Permit of certain real property under the jurisdiction of the Public Utilities Commission, as shown on Exhibit B of the Permit, commencing upon authorization and approval of said permit by Commission and expiring upon oral or written notice from City revoking this Permit; and be it

FURTHER RESOLVED, That all actions authorized by this resolution and heretofore taken by any City official in connection with such Agreement are hereby ratified, approved and confirmed by this Commission; and be

FURTHER RESOLVED, That upon approval by this Commission, the General Manager of Public Utilities is hereby authorized and directed to execute said Permit.

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

AUG 25 1998



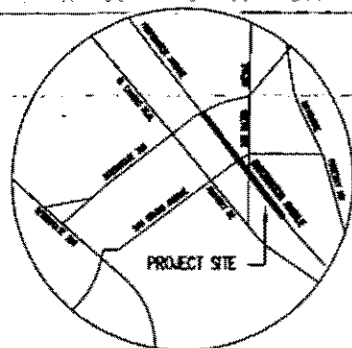
Secretary, Public Utilities Commission

OWNER
CITY OF SAN BRUNO
 667 EL CAMINO REAL
 SAN BRUNO, CA 94066-4299
 650-877-8888
 650-794-1443
 CONTACT: ABBAS MASJEDI

CIVIL ENGINEER
UDI-TETRAD CONSULTING ENGINEERS, INC.
 8528 PACHECO BLVD.
 PACHECO, CA 94553
 (925) 674-0218
 FAX (925) 674-0243
 CONTACT: DENNIS HUMMEL

IMPROVEMENT PLAN

HUNTINGTON AVENUE UNDERGROUNDING PROJECT CITY OF SAN BRUNO-SAN MATEO COUNTY-CALIFORNIA



VICINITY MAP

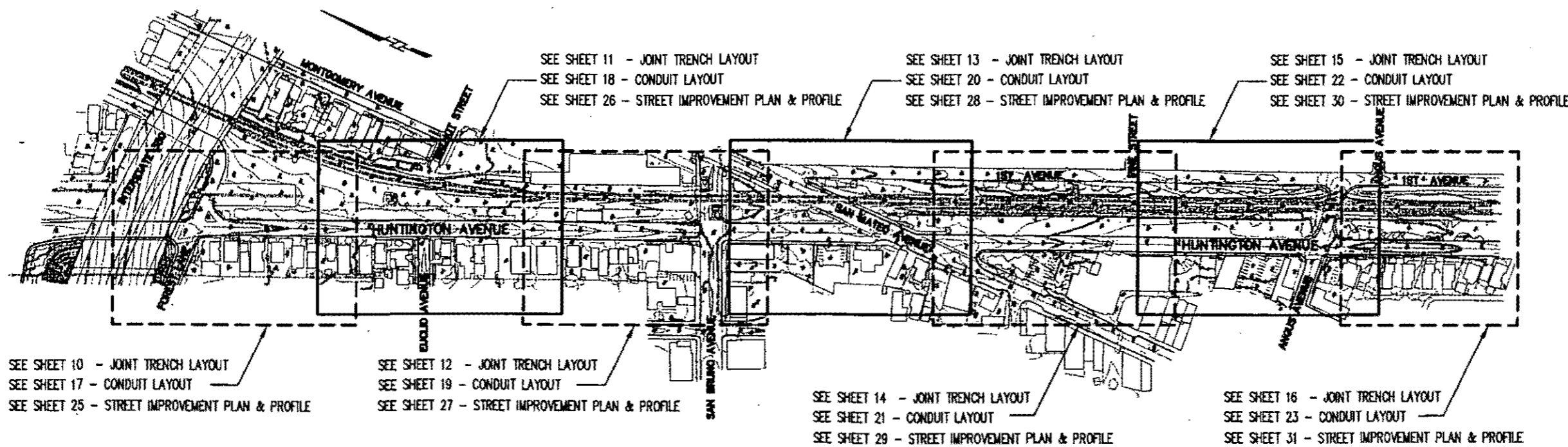
PLAN		SET		INDEX	
SHT. NO.	DESCRIPTION	SHT. NO.	DESCRIPTION	SHT. NO.	DESCRIPTION
1	TITLE SHEET	32	STORM DRAIN PLAN AND PROFILE		
2	GENERAL CIVIL ENGINEERING NOTES	33-34	CROSS SECTIONS - NEW CURB AREA		
3	TRAFFIC CONTROL NOTES AND DETAILS	35-36	SIGNING AND STRIPING PLAN		
4	DEMOLITION NOTES AND KEY MAP	37-41	INDIVIDUAL SERVICE DETAILS		
5-8	DEMOLITION PLAN	42	TREE PLANTING AND IRRIGATION NOTES AND DETAILS		
9	JOINT TRENCH NOTES AND DETAILS	43-44	TREE PLANTING AND IRRIGATION PLAN		
10-16	COMPOSITE JOINT TRENCH PLAN	45-47	P.O.B.E. PLANS		
17-23	CONDUIT LAYOUT PLAN	48-53	PAC BELL PLANS		
24	CIVIL NOTES AND DETAILS	54-58	SECATV PLANS		
25-31	CIVIL PLAN AND PROFILE				

LEGEND

	ELECTRIC
	GAS
	SEWER
	STORM DRAIN
	TELEPHONE
	CABLE TV
	CATCH BASIN
	MANHOLE (S.S. or S.G.)
	FIRE HYDRANT

	PROPOSED TRENCH
	PRIMARY CONDUCTOR
	SECONDARY CONDUCTOR/CABLE IN DUCT (SIZE AS SHOWN)
	SERVICE CONDUCTOR/CABLE IN DUCT (SIZE AS SHOWN)
	EMPTY DUCT (SIZE AS SHOWN)
	CUSTOMER OWNED STREET LIGHT CONDUCTOR/CABLE IN DUCT

	1500V TRANSFORMER (14 DEEP-FRONT)
	2500V TRANSFORMER
	1750V SECONDARY SPACE BOX "
	1750V PRIMARY ENCLOSURE
	6-48-48-48 PRIMARY ENCLOSURE
	CABLE TV SPACE BOX (SIZE AS SHOWN)
	TELEPHONE SPACE BOX (SIZE AS SHOWN)
	FIRE HYDRANT
	STREET LIGHT (1" IF 110V / 2" IF 240V, NOT SHOWN)
	CUSTOMER OWNED STREET LIGHT SPACE BOX



INDEX MAP 1"=150'

FOR QUESTIONS REGARDING THIS PLAN
 SET PLEASE CONTACT UDI-TETRAD ENGINEER,
 GLENN ERICSSON OR DENNIS HUMMEL AT
 (925) 674-0218.

ELECT. DEPT. JOB NO. ET-4889
 TELEPHONE JOB NO. HUNTINGTON AVE. U/G
 CABLE TV JOB NO. HUNTINGTON AVE. U/G

P.G. & E. APPROVAL BY: _____ DATE: _____
 PAC-BELL APPROVAL BY: _____ DATE: _____
 SAN BRUNO CABLEVISION APPROVAL BY: _____ DATE: _____

PLANS PREPARED UNDER THE DIRECTION OF AND REVIEWED BY:
 ROGER L. POYNTS P.E. NO. 35299 EXP. 9/30/99 DATE _____

PLANS APPROVED BY CITY OF SAN BRUNO:
 JERRY BRADSHAW P.E. NO. _____ EXP. _____ DATE _____
 CITY ENGINEER

PUBLIC UTILITIES COMMISSION
 CITY AND COUNTY OF SAN FRANCISCO (CCSF)
 LAND ENGINEERING

REVIEWED REVISE AS NOTED AND RESUBMIT
 REVIEWED, CORRECT AS NOTED UNACCEPTABLE

IMPORTANT: THIS REVIEW IS ONLY FOR THE PORTIONS WITH CCSF'S FACILITIES AND INTEREST AND DOES NOT RELIEVE PROJECT SPONSOR, ENGINEER AND/OR CONTRACTOR OF RESPONSIBILITY TO COMPLY WITH THE DESIGN REQUIREMENTS, SPECIFICATIONS, CODES, STANDARDS AND/OR CONTRACTUAL OBLIGATIONS.

SIGN: [Signature] DATE: 8/26/98

PRELIMINARY

IMPROVEMENT PLAN
 HUNTINGTON AVENUE UNDERGROUNDING
 CITY OF SAN BRUNO

CALIFORNIA
 SAN BRUNO
 TITLE SHEET

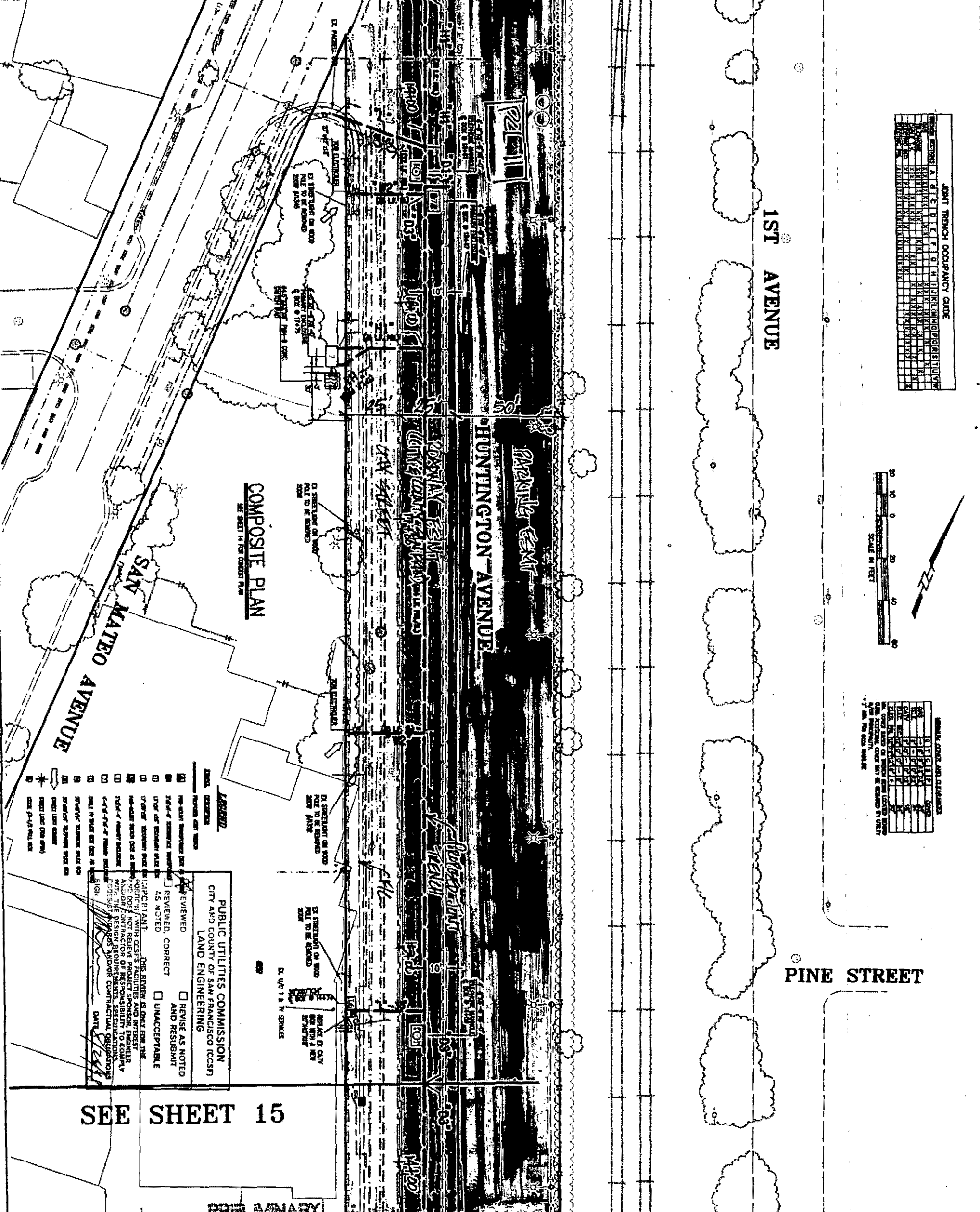
DESIGNED: STAFF
 DRAWN: STAFF
 CHECKED: R.L.P.
 SCALE: AS SHOWN
 DATE: AUG 1998
 SHEET NO. 1 OF 59
 JOB NO. 447

UDI-TETRAD
 CONSULTING ENGINEERS, INC.
 8528 PACHECO BLVD.
 PACHECO, CA 94553
 (925) 674-0218
 FAX (925) 674-0243
 Civil - Power - Communications



APPROVAL	
REVISIONS	
DATE	
BY	
NO.	

SEE SHEET 13



COMPOSITE PLAN
SEE SHEET 14 FOR DETAILED PLAN

SAN MATEO AVENUE

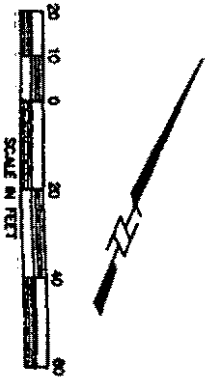
1ST AVENUE

HUNTINGTON AVENUE

PINE STREET

JOINT TRENCH OCCUPANCY GUIDE

DEPTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
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7'-0"																				
8'-0"																				
9'-0"																				
10'-0"																				



GENERAL NOTES AND REFERENCES

NO.	DESCRIPTION
1	SEE SHEET 13 FOR DETAILED PLAN
2	SEE SHEET 14 FOR DETAILED PLAN
3	SEE SHEET 15 FOR DETAILED PLAN
4	SEE SHEET 16 FOR DETAILED PLAN
5	SEE SHEET 17 FOR DETAILED PLAN
6	SEE SHEET 18 FOR DETAILED PLAN
7	SEE SHEET 19 FOR DETAILED PLAN
8	SEE SHEET 20 FOR DETAILED PLAN
9	SEE SHEET 21 FOR DETAILED PLAN
10	SEE SHEET 22 FOR DETAILED PLAN
11	SEE SHEET 23 FOR DETAILED PLAN
12	SEE SHEET 24 FOR DETAILED PLAN
13	SEE SHEET 25 FOR DETAILED PLAN
14	SEE SHEET 26 FOR DETAILED PLAN
15	SEE SHEET 27 FOR DETAILED PLAN
16	SEE SHEET 28 FOR DETAILED PLAN
17	SEE SHEET 29 FOR DETAILED PLAN
18	SEE SHEET 30 FOR DETAILED PLAN
19	SEE SHEET 31 FOR DETAILED PLAN
20	SEE SHEET 32 FOR DETAILED PLAN

- LEGEND**
- 1. NO. 100' TYPICAL SPACING OF 10' TO 15' TO BE REMOVED
 - 2. NO. 100' TYPICAL SPACING OF 10' TO 15' TO BE REMOVED
 - 3. NO. 100' TYPICAL SPACING OF 10' TO 15' TO BE REMOVED
 - 4. NO. 100' TYPICAL SPACING OF 10' TO 15' TO BE REMOVED
 - 5. NO. 100' TYPICAL SPACING OF 10' TO 15' TO BE REMOVED
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 - 11. NO. 100' TYPICAL SPACING OF 10' TO 15' TO BE REMOVED
 - 12. NO. 100' TYPICAL SPACING OF 10' TO 15' TO BE REMOVED
 - 13. NO. 100' TYPICAL SPACING OF 10' TO 15' TO BE REMOVED
 - 14. NO. 100' TYPICAL SPACING OF 10' TO 15' TO BE REMOVED
 - 15. NO. 100' TYPICAL SPACING OF 10' TO 15' TO BE REMOVED
 - 16. NO. 100' TYPICAL SPACING OF 10' TO 15' TO BE REMOVED
 - 17. NO. 100' TYPICAL SPACING OF 10' TO 15' TO BE REMOVED
 - 18. NO. 100' TYPICAL SPACING OF 10' TO 15' TO BE REMOVED
 - 19. NO. 100' TYPICAL SPACING OF 10' TO 15' TO BE REMOVED
 - 20. NO. 100' TYPICAL SPACING OF 10' TO 15' TO BE REMOVED

PUBLIC UTILITIES COMMISSION
CITY AND COUNTY OF SAN FRANCISCO (CCSF)
LAND ENGINEERING

REVIEWED: [Signature]
DATE: [Date]

REVISIONS AS NOTED AND RESUBMIT UNACCEPTABLE

SEE SHEET 15

PRELIMINARY

IMPROVEMENT PLAN
HUNTINGTON AVE., UNDERGROUNDING
RULE 20
COMPOSITE PLAN



UDI-TETRAD
CONSULTING ENGINEERS, INC.
Civil - Power - Communications

8525 PASEO BLVD.
PACIFIC, CA 94623
(925) 974-0218
FAX (925) 974-0243

NO.	BY	DATE	REVISIONS	APPROVAL

DESIGNED: STAFF
DRAWN: STAFF
CHECKED: [Signature]
SCALE: 1"=20'
DATE: AUG 1999
SHEET NO. 14 OF 28
JOB NO. 447

BART Easement

[see attached]

BART EASEMENTS

E/100
APPN/39A

RECORDING REQUESTED BY:

John Pilkington
ERICKSON, BEASLEY, HEWITT & WILSON LLP
483 Ninth Street, Suite 200
Oakland, California 94607

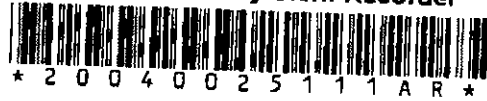
2004-025111

03:41pm 02/11/04 COCO Fee: NO FEE
Count of pages ~~282~~ 292
Recorded in Official Records
County of San Mateo
Warren Slocum
Assessor-County Clerk-Recorder

RD

WHEN RECORDED MAIL TO:

John Pilkington
ERICKSON, BEASLEY, HEWITT & WILSON LLP
483 Ninth Street, Suite 200
Oakland, California 94607



292p

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

~~282p~~

In favor of:
San Mateo County Transit District.

FINAL ORDER OF CONDEMNATION
DOCUMENT TITLE

EXEMPT FROM RECORDER'S FEES UNDER GOVT. CODE §27383

For: Perpetual, Exclusive, Subsurface Easements in Gross and rights-of-way for public transit purposes, and for construction and maintenance of public rapid transit facilities.

Affects: a Portion of said land, as described therein.

190

E/100
Appn/39A

2004-025111

03:41pm 02/11/04 COCO Fee: NO FEE
Count of pages ~~282~~ 292
Recorded in Official Records
County of San Mateo
Warren Siocum
Assessor-County Clerk-Recorder

BD



292p

RECORDING REQUESTED BY:

John Pilkington
ERICKSON, BEASLEY, HEWITT & WILSON LLP
483 Ninth Street, Suite 200
Oakland, California 94607

WHEN RECORDED MAIL TO:

John Pilkington
ERICKSON, BEASLEY, HEWITT & WILSON LLP
483 Ninth Street, Suite 200
Oakland, California 94607

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

~~282p~~

In favor of: San Mateo County
Transit District.

FINAL ORDER OF CONDEMNATION
DOCUMENT TITLE

EXEMPT FROM RECORDER'S FEES UNDER GOVT. CODE §27383

FOR: A permanent Surface Easement for
Ingress, egress and Driveway Purposes.

Affects: A portion of said land,
as described therein.

191

E/100
ATPM/39A

RECORDING REQUESTED BY:

John Pilkington
ERICKSON, BEASLEY, HEWITT & WILSON LLP
483 Ninth Street, Suite 200
Oakland, California 94607

2004-025111

03:41pm 02/11/04 COCO Fee: NO FEE

Count of pages ~~292~~ 292

Recorded in Official Records

County of San Mateo

Warren Slocum

Assessor-County Clerk-Recorder

BD



292p

WHEN RECORDED MAIL TO:

John Pilkington
ERICKSON, BEASLEY, HEWITT & WILSON LLP
483 Ninth Street, Suite 200
Oakland, California 94607

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

282p

In favor of: San Mateo County
Transit District.

FINAL ORDER OF CONDEMNATION
DOCUMENT TITLE

EXEMPT FROM RECORDER'S FEES UNDER GOVT. CODE §27383

FOR: A Permanent Surface Easement
for the purpose and use of a
Public Highway.

Affects: A portion of said land,
as described therein.

SEPARATE PAGE PURSUANT TO GOVT CODE 27361.6

192

1 Judgment are hereby waived. Upon entry of judgment, the parties agree to settle fully their
2 dispute on the terms and conditions set forth in this Agreement.

3 2. Effective Date. This Agreement shall not become effective and shall not bind the
4 parties unless it is fully executed by the parties. The Agreement shall become effective on the
5 date that the Mayor of the City signs legislation approving this Agreement ("Effective Date").

6 3. Scope of Judgment. The amount of compensation set forth in the attached
7 Judgment in Condemnation ("Exhibit A") is in full payment for the taking of the Subject
8 Property, and includes but is not limited to compensation for land, improvements, severance
9 damages, precondemnation damages, fixtures and equipment, loss of goodwill, attorneys' fees,
10 costs and relocation benefits .

11 4. Notice. SamTrans or BART shall give notice of any matter affecting this
12 Agreement to the City by contacting its Director of Property, City and County of San Francisco,
13 25 Van Ness Avenue, 4th Floor, San Francisco, CA 94102. The City shall give any notice
14 affecting this Agreement to SamTrans by contacting its Manager of Real Estate, San Mateo
15 County Transit District, San Carlos, CA 94070, and to BART by contacting its Manager of Real
16 Estate Services, San Francisco Rapid Transit District, 800 Madison Street, Oakland, CA 94604

17 5. General Provisions. (a) This Agreement may be amended or modified only by a
18 writing signed by City and SamTrans. (b) No waiver by any party of any of the provisions of this
19 Agreement shall be effective unless in writing and signed by an officer of other authorized
20 representative, and only to the extent expressly provided in such written waiver. (c) This
21 instrument (including the exhibit(s) hereto) contains the entire agreement between the parties and
22 all prior written or oral negotiations, discussions, understandings and agreements are merged
23 herein. (d) The section and other headings of this Agreement are for convenience of reference
24 only and shall be disregarded in the interpretation of this Agreement. (e) This Agreement shall be
25 governed by California law and the Charters of the parties. (f) This Agreement shall be binding
26 upon and inure to the benefit of the parties and their respective heirs, representatives, successors
27 and assigns.

28 ///

194

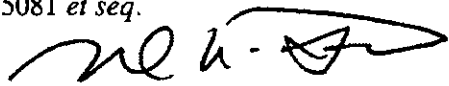
1 It appearing to the Court's satisfaction that all defendants have disclaimed or had default
2 judgment entered against them as ordered, adjudged and decreed by the Judgment in
3 Condemnation entered herein.

4 THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED that the property
5 described in Exhibit A attached hereto and incorporated herein by reference, be and it hereby is
6 condemned to and taken by plaintiff for the following public use, to wit, for use as a rail line
7 upon which will be constructed, operated and maintained a rapid transit system.

8 IT IS FURTHER ORDERED AND ADJUDGED that on filing a certified copy of this
9 Final Order of Condemnation with the County Recorder of the County of San Mateo, State of
10 California, the real property described above, and title thereto, shall vest in plaintiff, its
11 successors, and its assigns.

12 IT IS FURTHER ORDERED AND ADJUDGED that the plaintiff's portion of any
13 current taxes to be paid to the County of San Mateo are canceled as of August 3, 1998, pursuant
14 to California Revenue and Taxation Code section 5081 *et seq.*

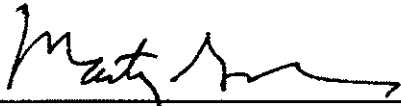
15
16 Dated: 2-5-04


MARK R. Forcum
JUDGE OF THE SUPERIOR COURT

17
18 APPROVED AS TO FORM:

19
20 Dated: 4-17-03

DENNIS J. HERRERA, City Attorney

By 
Martin L. Greenman, Deputy City Attorney
Attorneys for City and County of San Francisco

21
22
23
24 L:\SAMTRANS\San Francisco 817\Settlement\Final Order of Condemnation.wpd

25
26
27
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195

COPY

1 ALICE M. BEASLEY, No. 56523
JOHN H. ERICKSON, No. 43996
2 BRENDA AGUILAR-GUERRERO, No. 151257
ALLISON D. DANIELS, No. 146126
3 ERICKSON, BEASLEY, HEWITT & WILSON
483 Ninth Street, Suite 200
4 Oakland, California 94607
(510) 839-3448; fax (510) 839-1622

5 Attorneys for Plaintiff
6 San Mateo County Transit District

ENDORSED FILED
SAN MATEO COUNTY

JUL 18 2003

Clerk of the Superior Court
By S. BOSTOW
DEPUTY CLERK

7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SAN MATEO

10
11 SAN MATEO COUNTY TRANSIT)
DISTRICT,)

Case No. 405695

12 Plaintiff,)

JUDGMENT IN CONDEMNATION

13 v.)

Filed: July 28, 1998

14 CITY AND COUNTY OF SAN)
15 FRANCISCO, et al.,)

Trial Date: None

16 Defendants.)
17

18
19 In the above-entitled cause, plaintiff San Mateo County Transit District ("SamTrans") and
20 defendant City and County of San Francisco ("City"), having stipulated that judgment be entered
21 as follows:

22 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that City having been paid
23 compensation in the amount of \$21,314,607.57, which amount represents the settlement amount
24 of \$18,638,562.00, plus interest in the amount of \$2,676,045.57, the property described in
25 Exhibits A-1 through A-51 attached hereto is hereby condemned for the public use of plaintiff
26 SamTrans.

27 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the real property or
28 property interests which SamTrans is authorized to acquire are situated in the cities of South San

1
JUDGMENT IN CONDEMNATION

197

1 Francisco, San Bruno, Millbrae, and Burlingame, State of California, and are identified as the fee
2 simple or easement interests in Parcel Nos. D-3100-1, D-3100-6, D-3101-1, D-3102-1,
3 D-3102-4, D-3103-1, D-3103-2A, D-3103-2B, D-3103-4A, D-3103-4B, D-3104-4, D-3106-1,
4 D-3106-4A, D-3106-4B, D-3106-4C, D-3108-4, D-3109-1, D-3109-1B, D-3109-4, D-3111-1,
5 D-3111-2A, D-3111-2B, D-3111-2C, D-3111-4, D-3112-2, D-3113-1, D-3113-2, D-3113-4,
6 D-3114-1, D-3115-1, D-3116-1, D-3117-1, D-3118-1, D-3118-2, D-3120-2, D-3121-2,
7 D-3122-2, D-3123-1, D3123-2, D-3124-1, D-3126-1, D-3127-1, D-3128-1, D-3128-1A,
8 D-3128-1B, D-3128-4B, D-3128-4C, D-3108-2A, D-3106-2A, D-3118X-1A, and D3118X-2B as
9 indicated below and in the descriptions attached hereto as Exhibit A-1 through A-51 which are
10 incorporated herein by this reference.

Except
out
093-310-
020
Affects
()

11 1. The parcels described in Exhibit A-1 (Parcel No. D-3100-1), Exhibit A-3 (Parcel
12 No. D-3101-1), Exhibit A-4 (Parcel No. D-3102-1), Exhibit A-6 (Parcel No. D-3103-1),
13 Exhibit A-12 (Parcel No. D-3106-1), Exhibit A-17 (Parcel No. D-3109-1), Exhibit A-18
14 (Parcel No. 3109-1B), Exhibit A-20 (Parcel No. D-3111-1), Exhibit A-26 (Parcel
15 No. D-3113-1), Exhibit A-29 (Parcel No. D-3114-1), Exhibit A-30 (Parcel No.
16 D-3115-1), Exhibit A-31 (Parcel No. D-3116-1), Exhibit A-32 (Parcel No. D-3117-1),
17 Exhibit A-33 (Parcel No. D-3118-1), Exhibit A-38 (Parcel No. D-3123-1), Exhibit A-40
18 (Parcel No. D-3124-1), Exhibit A-41 (Parcel No. D-3126-1), Exhibit A-42 (Parcel No.
19 D-3127-1), Exhibit A-43 (Parcel No. D-3128-1), Exhibit A-44 (Parcel No. D-3128-1A),
20 and Exhibit A-45 (Parcel No. D-3128-1B), Exhibit A-50 (Parcel No. D-3118X-1A) are to
21 be acquired in fee together with the underlying fee interest, if any, appurtenant to such
22 parcels in and to any adjoining streets, alleys, public ways, or railroad rights-of-way.

23 2. The interests to be acquired in the parcels described in Exhibit A-21 (Parcel No.
24 D-3111-2A), Exhibit A-25 (Parcel No. D-3112-2), Exhibit A-27 (Parcel No. D-3113-2)
25 are perpetual, exclusive, subsurface easements in gross and rights-of-way for public
26 transit purposes and all purposes incident thereto for construction, installation, use,
27 operation, maintenance, reconstruction, and replacement of public rapid transit facilities
28 devised now and/or in the future including, but not limited to, tunnels, structures, rails,

198

1 roadways, pedestrian walks, utilities, and appurtenances thereto ("Facilities"); including
2 the right of surface entry for (a) initial construction and installation of Facilities, and (b)
3 emergency repairs, restoration and reconstruction of Facilities; and precluding the
4 owners, and any heirs, successors or assigns of the real property lying above the
5 hereinbefore-described easements from making any use of said real property which would
6 interfere with, damage, or endanger the Facilities therein or the possession, replacement,
7 or use thereof.

8 3. The interest to be acquired in the parcel described in Exhibit A-7 (Parcel
9 No. D-3103-2A) is a permanent surface drainage and access easement.

10 4. The interest to be acquired in the parcel described in Exhibit A-8 (Parcel
11 No. D-3103-2B) is a permanent subsurface easement and right-of-way for the purpose of
12 constructing, laying, maintaining, operating, using, altering, repairing, inspecting, and
13 relocating therein and thereupon and/or removing therefrom a main, mains, pipe line, or
14 pipe lines, with any and all connections and fixtures necessary or convenient thereto for
15 the transportation, distribution, sale and/or supply of water and for all necessary purposes
16 in connection therewith together with the right of ingress thereto and egress therefrom.

17 5. The interest to be acquired in the parcel described in Exhibit A-22 (Parcel
18 No. D-3111-2B) is a permanent surface easement for ingress, egress and driveway
19 purposes.

20 6. The interest to be acquired in the parcel described in Exhibit A-23 (Parcel
21 No. D-3111-2C) is a permanent surface easement for the purpose and use of a public
22 highway.

23 7. The parcels described in Exhibit A-5 (Parcel No. D-3102-4), Exhibit A-9 (Parcel
24 No. D-3103-4A), Exhibit A-10 (Parcel No. D-3103-4B), Exhibit A-11 (Parcel
25 No. D-3104-4), Exhibit A-13 (Parcel No. D-3106-4A), Exhibit A-14 (Parcel No.
26 D-3106-4B), Exhibit A-15 (Parcel No. D-3106-4C), Exhibit A-16 (Parcel No. D-3108-4),
27 Exhibit A-19 (Parcel No. D-3109-4), Exhibit A-24 (Parcel No. D-3111-4), Exhibit A-28
28 (Parcel No. 3113-4), Exhibit A-46 (Parcel No. 3128-4B), and Exhibit A-47 (Parcel No.

199

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3128-4C) are to be acquired as temporary construction easements which shall expire upon completion of construction or July 27, 2000, whichever shall occur first.

8. The parcel described in Exhibit A-2 (Parcel No. D-3100-6) is to be acquired as a temporary access easement which shall expire upon completion of construction or July 27, 2000, whichever shall occur first.

9. The parcels described in Exhibit A-48 (Parcel D-3106-2A) and Exhibit A-49 (Parcel No. D-3108-2A) are to be acquired as permanent subsurface easements and rights-of-way for the purpose of constructing, laying, maintaining, operating, using, altering, repairing and relocating therein and thereupon and/or removing therefrom public utilities systems, including but not limited to water and electrical systems servicing the BART Facilities, with any and all connections and fixtures necessary or convenient thereto together with the right of ingress thereto and egress therefrom in, on, over, under and across said property; and precluding the owners, and any heirs, successors or assigns of the real property lying above the hereinbefore-described easements from making any use of said real property which would interfere with, damage, or endanger the facilities therein, or the possession, replacement, or use thereof.

10. The parcel described in Exhibit A-51 (Parcel No. D-3118X-2B) is to be acquired as an easement for the purpose of constructing, reconstructing, maintaining, placing, operating, inspecting, repairing, replacing and/or removing underground communications facilities consisting of cables, conduits, pipes, manholes, handholes, service boxes, above ground markers, risers, service pedestals, underground and above ground switches, fuses, terminals, terminal equipment cabinets, structures with electronic communication equipment therein and associated paving, fencing, associated concrete pads, associated electrical conductors, necessary fixtures and appurtenances necessary to any or all thereof together with the right of ingress thereto and egress therefrom; the right to trim such trees and other foliage and to cut such limbs and roots on such parcel as may be necessary for the protection of such facilities; the right to cut, fill or otherwise change the grade of such parcel and to place such drainage and retaining structures thereon as are necessary for the

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protection of such facilities; the right to receive municipal service and commercial power service from the appropriate utility company serving the area, together with the right for such utility company to place their respective service facilities upon or within such easement; and precluding the owners, and any heirs, successors or assigns of the real property lying above the hereinbefore-described easements from making any use of said real property which would interfere with, damage, or endanger the facilities therein, or the possession, replacement, or use thereof.

11. The parcels described in Exhibit A-34 (Parcel No. D-3118-2), Exhibit A-35 (Parcel No. D-3120-2), Exhibit A-36 (Parcel No. D-3121-2), Exhibit A-37 (Parcel No. D-3122-2) and Exhibit A-39 (Parcel No. D-3123-2), are being acquired as non-exclusive easements to own, construct, reconstruct, maintain, repair, operate, use, relocate and/or remove fiber optic communications systems and necessary related facilities, including but not limited to a subterranean conduit, manholes, regenerators, POP sites, splice boxes and warning markers, together with the right of ingress thereto and egress therefrom, in, on, over, under, through and across the property; and precluding the owners, and any heirs, successors or assigns of the real property lying above the hereinbefore-described easements from making any use of said real property which would interfere with, damage, or endanger the facilities therein, or the possession, replacement, or use thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that defendants City of South San Francisco; City of San Bruno; City of Millbrae; Costco SSF L.L.C.; County of San Mateo; F.C. Creative, Inc.; Millbrae Lumber Company; San Mateo County Flood District; State of California, Department of Transportation; Edwin G. Silva, formerly Doe 3; Tracy Kimes, formerly Doe 11; Bruce M. Linscott, formerly Doe 12; Marc Linscott, formerly Doe 13; having filed disclaimers herein, true and correct copies of which are attached hereto as Exhibit B, that judgment is granted as to said disclaiming defendants, and that such defendants are not entitled to any further compensation under this judgment.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the following defendants are in default: R.H. Macy & Co., Inc.; South San Francisco Boys' Club; Macy Service

201

1 Center Corp.; Emilio Petrocchi and Charles Petrocchi and Louise A. Petrocchi, trustees under
 2 Trust Agreement dated December 8, 1989; Tom Koulouris; Grace Retail Corporation; Sunset
 3 Telephone and Telegraph Company; United Railroads of San Francisco; Market Street Railway
 4 Company; South San Francisco Land & Improvement Company; Spring Valley Water Works;
 5 Adeline Mills Taylor Howard, and Frederick P. Howard; Alice J. Cunningham; Robert V.
 6 Cunningham; Custodio Silva and Emelia Diaz Silva; D.O. Mills; Edward B. Mastick; Edward
 7 Taylor; Francis Euston Taylor; Frank D. Madison; Guillaume Cazares; H.H. Taylory; Henry
 8 Huntley Taylor; Henry Huntley Taylor, Henry T. Scott, as trustees under the will of Fanny
 9 Euston Taylor; Maye C. Muller; Maye C. Muller, guardian of the person and estate of Geo W.
 10 Cunningham; Robert L. Coleman, as trustee of the estate of Carrie M.P. Coleman; Alice B.
 11 Mccully, formerly Doe 1; Barbara B. Bucquet, formerly Doe 2; Spencer H. Mastick, formerly
 12 Doe 5; Donald F. Mastick, formerly Doe 6; Jane R. Mastick, formerly Doe 7; Marilyn M.
 13 Sparrow, formerly Doe 8; Elena Walker, formerly Doe 9; Marilyn Murphy, formerly Doe 10;
 14 Margaret R. O'Neill, formerly Doe 14; James Dollar Dickson, formerly Doe 15; that judgment is
 15 granted as to said defaulting defendants, and that said defendants are not entitled to any
 16 compensation under this Judgment.

17 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that summary judgment
 18 has been entered as to defendant Flat Rate Rent -A-Car and that said defendant is not entitled to
 19 any compensation under this Judgment.

20 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that dismissal has been
 21 entered as to the following defendants Pacific Telephone and Telegraph, Artichoke Joe's; South
 22 San Francisco Unified School District; and Country Garden Nursery, Inc.

23 **IT IS FURTHER ADJUDGED, ORDERED AND DECREED** that pursuant to provisions
 24 of Section 5081 of the Revenue and Taxation Code and section 1268.410 et seq. of the Code of
 25 Civil Procedure, any current or delinquent real property taxes, penalties or assessments that are a
 26 lien against said property shall be prorated, apportioned, deducted and paid to the Tax Collector
 27 of the County of San Mateo as of the dates of possession set forth in Order Fixing Security and
 28 for Immediate Possession dated July 29, 1998, attached hereto as Exhibit C.

202

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that any taxes, penalties or
2 assessments of the County of San Mateo or any other taxing agency accruing on the property
3 actually taken in fee after the effective dates of possession set forth in Exhibit C, and not
4 otherwise provided for herein, are hereby canceled, and the plaintiff shall take free and clear of
5 any lien or encumbrances therefor on said parcel.

6 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the use for which said
7 real property is sought to be condemned, to wit, for development and construction of a rail
8 station, is and was a public use, and the taking in condemnation by plaintiff SamTrans of said
9 property is and was necessary for said public use.

10 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the court reserves
11 jurisdiction to implement the terms of the Stipulation for Entry of Judgment in Condemnation
12 and this Judgment in Condemnation.

13
14 Dated: JUL 18 2003

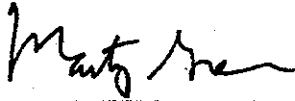
MARK R. FORCUM

JUDGE OF THE SUPERIOR COURT

15
16 APPROVED AS TO FORM:

17
18 Dated: 4-17-03

DENNIS J. HERRERA, City Attorney

By 

Martin L. Greenman, Deputy City Attorney
Attorneys for City and County of San Francisco

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23 L:\SAMTRANS\San Francisco 811\Settlement\Judgment in Condemnation.wpd

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BART SFO Airport Extension
BKF Project No. 940060.50

June 12, 1997

**PROPERTY DESCRIPTION
SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
PARCEL D-3111-1**

Being all that real property situate in the City of San Bruno, County of San Mateo, State of California and described as follows:

BEING a portion of Parcel 9, San Mateo County Lands, as described in the deed from Market Street Railway Company to the City and County of San Francisco, dated September 29, 1944, recorded in Book 1161 of Official Records at page 1, in the Office of the Recorder of San Mateo County, State of California, more particularly described as follows:

BEGINNING at the most northeasterly corner of said Parcel 9, said point being on the westerly right of way line of the Southern Pacific Railroad Company, 60.00 feet wide, as described in the Decree of Partition of the Buri Buri Rancho, which Decree was recorded in Book 10 of Deeds at page 1 on June 17, 1868, in the Office of the Recorder of San Mateo County, State of California, said point being the **TRUE POINT OF BEGINNING** of this description;

THENCE along said westerly right of way line, South 23° 26' 14" East, 120.91 feet to a point on the northerly line of Parcel 1, as described in "RELINQUISHMENT OF HIGHWAY RIGHT OF WAY IN THE CITY OF SAN BRUNO, ROAD 04-SM-380-4.7-6.1, REQUEST NO. 40256", recorded on December 2, 1975, in Book 6995 of Official Records at page 716, in the Office of the Recorder of San Mateo County, State of California, said point being on a non-tangent curve, concave southerly, having a radius of 2186.00 feet, from which point a radial line bears South 02° 22' 18" West;

THENCE leaving said westerly right of way line, along said northerly line of Parcel 1, westerly along said curve, through a central angle of 01° 18' 10", for an arc length of 49.70 feet to a point on the westerly line of said Parcel 9;

THENCE leaving said northerly line of Parcel 1, along said westerly line of Parcel 9, North 23° 26' 14" West, 98.83 feet to the most northwesterly corner of said Parcel 9;

COPY

204

THENCE leaving said westerly line, along the northerly line of said Parcel 9, North 65° 20' 57" East, 45.00 feet to the TRUE POINT OF BEGINNING of this description.

Containing an area of 4,938 square feet, more or less.

NOTE: Bearings and distances described herein are based on the California Coordinate System of 1983, Zone 3. Multiply herein described distances by 1.0000706 to obtain ground level distances.

Subject to special assessments, if any, restrictions, reservations, easements and other matters of record.

Together with the underlying fee interest, if any, appurtenant to the above described parcel in and to any adjoining streets, alleys, public ways of railroad rights-of-way.

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

Billy Martin, P.L.S. 5797
License expires: 06-30-00

Dated: 7/15/97



205

Lot name: D-3111-1

North: 2059084.0423 East: 6007482.3862
Line Course: S 23-26-14 E Length: 120.91
North: 2058973.1078 East: 6007530.4774
Curve Length: 49.70 Radius: 2186.00
Delta: 1-18-10 Tangent: 24.85
Chord: 49.70 Course: N 88-16-47 W
Course In: S 02-22-18 W Course Out: N 01-04-08 E
RP North: 2056788.9803 East: 6007440.0173
End North: 2058974.5999 East: 6007480.7962
Line Course: N 23-26-14 W Length: 98.83
North: 2059065.2761 East: 6007441.4871
Line Course: N 65-20-57 E Length: 45.00
North: 2059084.0450 East: 6007482.3861

Perimeter: 314.44 Area: 4,938 sq.ft. 0.113 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0027 Course: N 02-03-35 W

Error North: 0.00271 East: -0.00010

Precision 1: 115,855.82

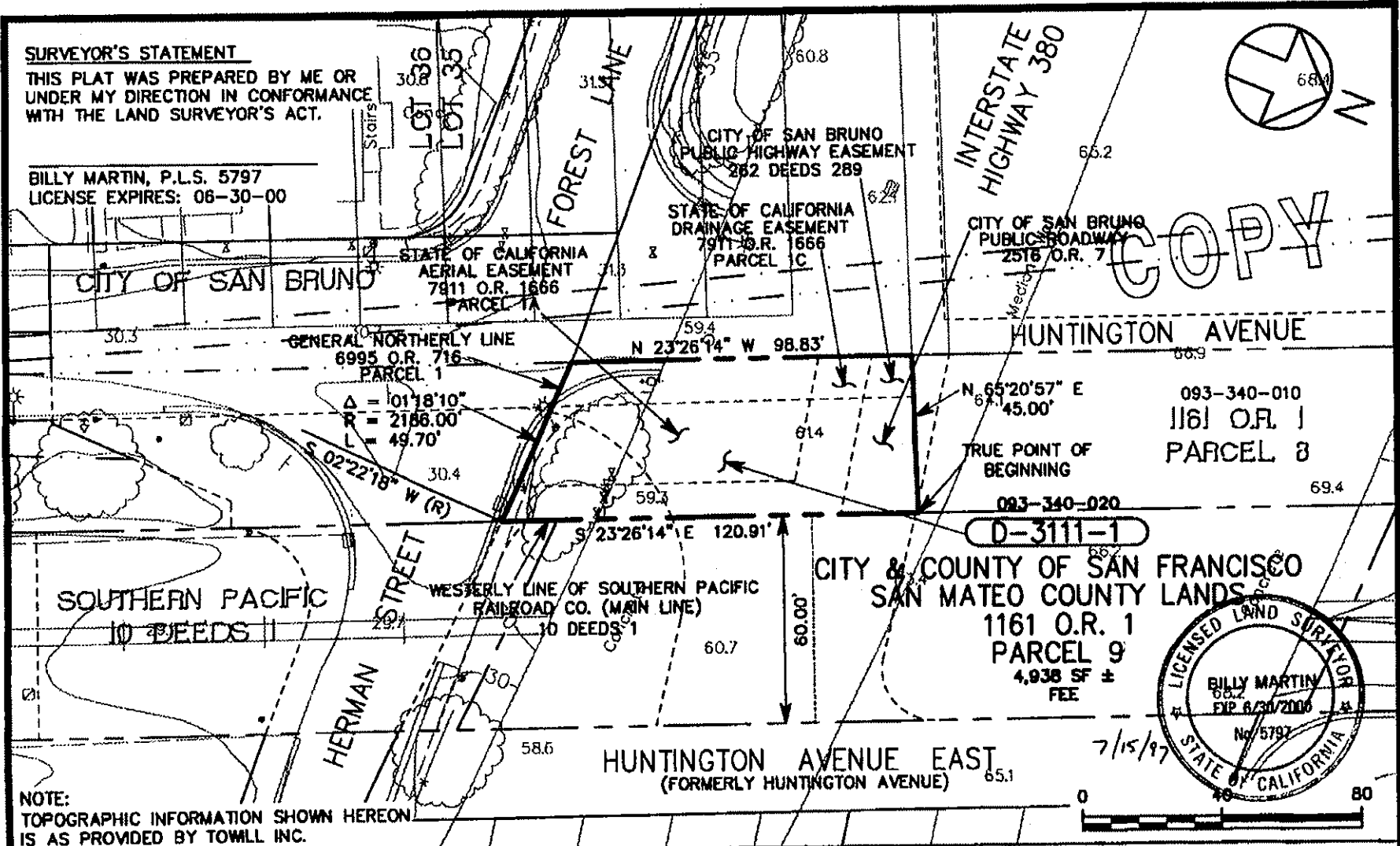
206

Description: San Mateo, CA Document - Year: DocID 2004.25111 Page: 115 of 292
Order: 00954 Comment:

SURVEYOR'S STATEMENT

THIS PLAT WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE LAND SURVEYOR'S ACT.

BILLY MARTIN, P.L.S. 5797
LICENSE EXPIRES: 06-30-00



COPY

NOTE:
TOPOGRAPHIC INFORMATION SHOWN HEREON IS AS PROVIDED BY TOWILL INC.

COORDINATES, BEARINGS AND DISTANCES SHOWN ARE ON THE CALIFORNIA COORDINATE SYSTEM ZONE 3, NAD 83. MULTIPLY DISTANCES SHOWN BY 1.0000706 TO OBTAIN GROUND LEVEL DISTANCES. ALL DISTANCES ARE IN FEET AND/OR DECIMALS THEREOF, EXCEPT AS NOTED.



APPRAISAL PLAT

CO. S.M.	RTE. SFX	P.M.
DR.NO.	D-3111-1	

SCALE: 1" = 40' DATE: 06-18-97

201

Description: San Mateo, CA Document - Year.DocID 2004.25111 Page: 116 of 292
Order: 00954 Comment:

Exhibit A-21

208

BART SFO Airport Extension
BKF Project No. 940060.50

June 13, 1997

**PROPERTY DESCRIPTION
SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
PARCEL D-3111-2A**

Being all that real property situate in the City of San Bruno, County of San Mateo, State of California and described as follows:

BEING a portion of Parcel 9, San Mateo County Lands, as described in the deed from Market Street Railway Company to the City and County of San Francisco, dated September 29, 1944, recorded in Book 1161 of Official Records at page 1, in the Office of the Recorder of San Mateo County, State of California, more particularly described as follows:

BEGINNING at the most southwesterly corner of said Parcel 9, said point being on the northerly line of San Bruno Avenue (80.00 feet wide), as shown on the map entitled "MAP OF A SURVEY MADE FOR P.E. ILER OF LANDS PURCHASED IN THE BURI BURI RANCHO AND SECTIONS 21, 22, 23, 24, 25, 26, 27, AND 28, T. 3 S., R. 5 W.", filed on March 10, 1891, in Book E of Maps at page 79, in the Office of the Recorder of San Mateo County, State of California;

THENCE along said northerly line, said line also being the southerly line of said Parcel 9, North 65° 18' 14" East, 19.59 feet to the most southeasterly corner of that certain right of way as described in the deed from United Railroads to the City of San Bruno, recorded in Book 262 of Deeds at page 289, in the Office of the Recorder of San Mateo County, State of California, said point being the TRUE POINT OF BEGINNING of this description;

THENCE leaving said lines, along the easterly line of said right of way, North 23° 44' 09" West, 588.18 feet to a point;

THENCE leaving said easterly line, North 25° 21' 58" West, 490.84 feet to a point on the westerly line of said Parcel 9;

COPY

209

THENCE along said westerly line, North 23° 26' 14" West, 240.34 feet to a point on the general northerly line of Parcel 1, as described in "RELINQUISHMENT OF HIGHWAY RIGHT OF WAY IN THE CITY OF SAN BRUNO, ROAD 04-SM-380-4.7-6.1, REQUEST NO. 40256", recorded on December 2, 1975, in Book 6995 of Official Records at page 716, in the Office of the Recorder of San Mateo County, State of California, said point being on a non-tangent curve, concave southerly, having a radius of 2186.00 feet, from which point a radial line bears South 01° 04' 08" West;

THENCE leaving said westerly line, along the general northerly line of said Parcel 1, easterly along said curve, through a central angle of 01° 18' 10", for an arc length of 49.70 feet, to a point on the easterly line of said Parcel 9, said line also being the westerly right of way line of the Southern Pacific Railroad Company, 60.00 feet wide, as described in the Decree of Partition of the Buri Buri Rancho, which Decree was recorded in Book 10 of Deeds at page 1, on June 17, 1868, in the Office of the Recorder of San Mateo County, State of California;

THENCE along said lines, the following three (3) courses:

- 1) South 23° 26' 14" East, 508.63 feet to the southeasterly line of the land formerly occupied by F.P. Tracy, now deceased, as described in said 10 Deeds 1;
- 2) along said southeasterly line, being the Southern Pacific Railroad Company right of way, North 65° 31' 32" East, 5.00 feet;
- 3) leaving said southeasterly line, and continuing along said lines of Parcel 9 and Southern Pacific Railroad Company right of way, South 23° 26' 14" East, 788.74 feet to a point on the northerly line of said San Bruno Avenue, said line also being the southerly line of said Parcel 9;

THENCE leaving said lines of Parcel 9 and Southern Pacific Railroad Company right of way, along said lines, South 65° 18' 14" West, 30.41 feet to the **TRUE POINT OF BEGINNING** of this description.

Containing an area of 48,141 square feet, more or less.

NOTE: Bearings and distances described herein are based on the California Coordinate System of 1983, Zone 3. Multiply herein described distances by 1.0000706 to obtain ground level distances.

Subject to special assessments, if any, restrictions, reservations, easements and other matters of record.

210

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

Billy Martin, P.L.S. 5797
License expires: 06-30-00

Dated: 7/15/97



211

Lot name: D-3111-2A

North: 2057772.1421 East: 6008023.4185
Line Course: N 23-44-09 W Length: 588.18
North: 2058310.5685 East: 6007786.6641
Line Course: N 25-21-58 W Length: 490.84
North: 2058754.0861 East: 6007576.3879
Line Course: N 23-26-14 W Length: 240.34
North: 2058974.6063 East: 6007480.7901
Curve Length: 49.70 Radius: 2186.00
Delta: 1-18-10 Tangent: 24.85
Chord: 49.70 Course: S 88-16-47 E
Course In: S 01-04-08 W Course Out: N 02-22-18 E
RP North: 2056788.9867 East: 6007440.0112
End North: 2058973.1142 East: 6007530.4714
Line Course: S 23-26-14 E Length: 508.63
North: 2058506.4480 East: 6007732.7759
Line Course: N 65-31-32 E Length: 5.00
North: 2058508.5195 East: 6007737.3266
Line Course: S 23-26-14 E Length: 788.74
North: 2057784.8533 East: 6008051.0433
Line Course: S 65-18-14 W Length: 30.41
North: 2057772.1479 East: 6008023.4147

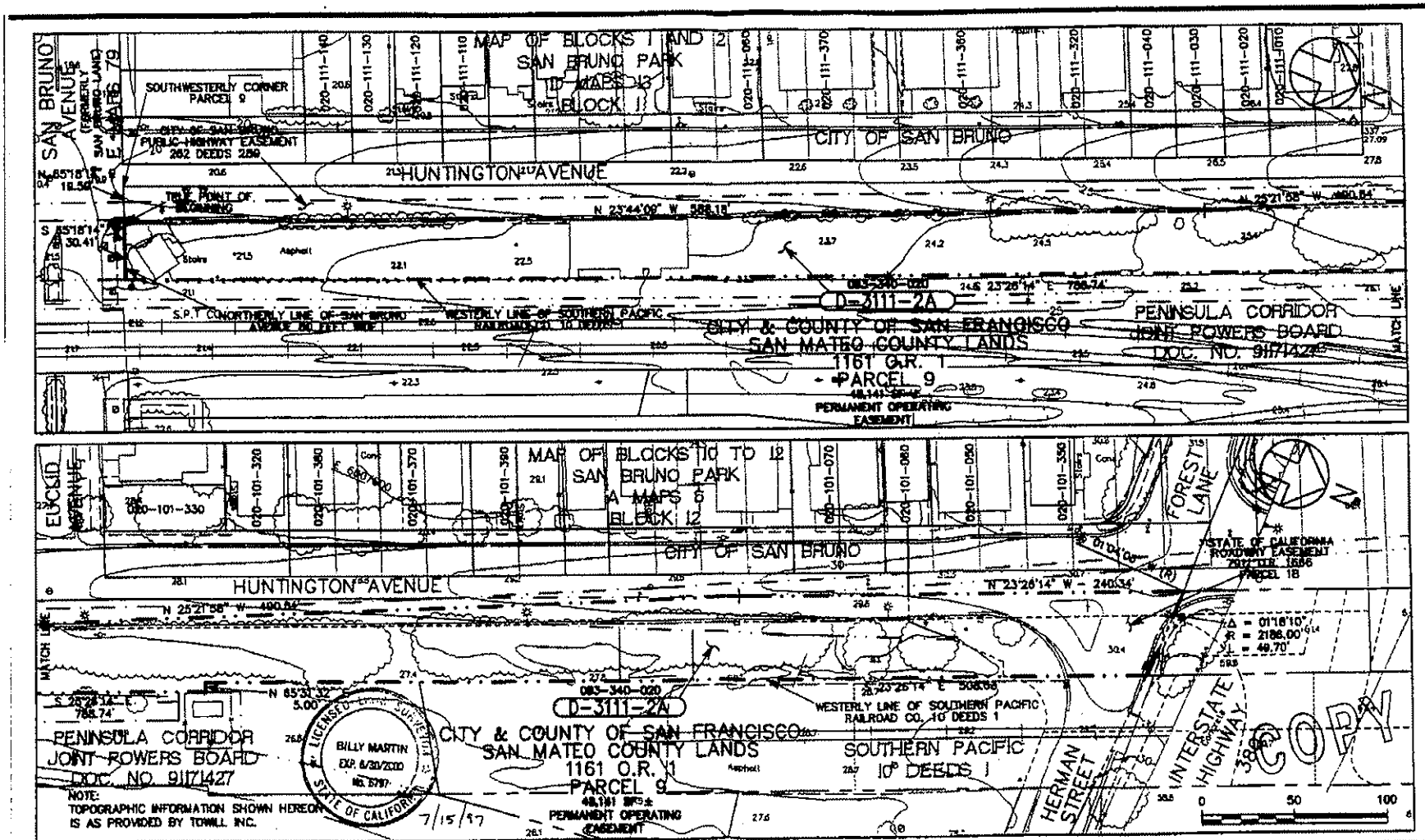
Perimeter: 2701.85 Area: 48,141 sq.ft. 1.105 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0070 Course: N 33-35-30 W
Error North: 0.00581 East: -0.00386
Precision 1: 387,694.50

212

213



COORDINATES, BEARINGS AND DISTANCES SHOWN ARE ON THE CALIFORNIA COORDINATE SYSTEM ZONE 3, NAD 83. (MULTIPLY DISTANCES SHOWN BY 1.0000706 TO OBTAIN GROUND LEVEL DISTANCES.)
 (1) DISTANCES ARE IN FEET AND/OR DECIMALS THEREOF.
 (2) "N" AT RIGHT.

SURVEYOR'S STATEMENT
 THIS PLAT WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE LAND SURVEYOR'S ACT.

BILLY MARTIN, P.L.S. 5787
 LICENSE EXPIRES: 06-30-00



APPRAISAL PLAT		
CO. S.M.	RTE. SFX	P.M.
DR.NO. 0-3111-2A		



Exhibit A-22

214

BART SFO Airport Extension
BKF Project No. 940060.50

June 5, 1997

**PROPERTY DESCRIPTION
SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
PARCEL D-3111-2B**

Being all that real property situate in the City of San Bruno, County of San Mateo, State of California and described as follows:

BEING a portion of Parcel 9, San Mateo County Lands, as described in the deed from Market Street Railway Company to the City and County of San Francisco, dated September 29, 1944, recorded in Book 1161 of Official Records at page 1, in the Office of the Recorder of San Mateo County, State of California, more particularly described as follows:

BEGINNING at the most northeasterly corner of said Parcel 9, said point being on the westerly right of way line of the Southern Pacific Railroad Company, 60.00 feet wide, as described in the Decree of Partition of the Buri Buri Rancho, which Decree was recorded in Book 10 of Deeds at page 1 on June 17, 1868, in the Office of the Recorder of San Mateo County, State of California;

THENCE along said westerly right of way line, South 23° 26' 14" East, 365.00 feet to a point, said point being the **TRUE POINT OF BEGINNING** of this description;

THENCE continuing along said westerly right of way line, South 23° 26' 14" East, 40.00 feet;

THENCE leaving said westerly right of way line, South 66° 33' 46" West, 28.47 feet;

THENCE North 20° 48' 13" West, 40.04 feet;

THENCE North 66° 33' 46" East, 26.63 feet to the **TRUE POINT OF BEGINNING** of this description.

Containing an area of 1,102 square feet, more or less.

COPY

215

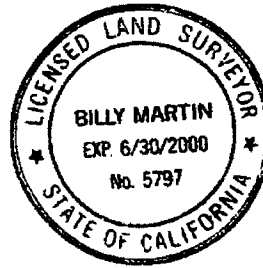
NOTE: Bearings and distances described herein are based on the California Coordinate System of 1983, Zone 3. Multiply herein described distances by 1.0000706 to obtain ground level distances.

Subject to special assessments, if any, restrictions, reservations, easements and other matters of record.

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

Billy Martin, P.L.S. 5797
License expires: 06-30-00

Dated: 7/15/97



Lot name: D-3111-28

North: 2058749.1562 East: 6007627.5629
Line Course: S 23-26-14 E Length: 40.00
North: 2058712.4563 East: 6007643.4726
Line Course: S 66-33-46 W Length: 28.47
North: 2058701.1326 East: 6007617.3515
Line Course: N 20-48-13 W Length: 40.04
North: 2058738.5621 East: 6007603.1307
Line Course: N 66-33-46 E Length: 26.63
North: 2058749.1540 East: 6007627.5636

Perimeter: 135.15 Area: 1,102 sq.ft. 0.025 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0023 Course: S 18-23-52 E
Error North: -0.00218 East: 0.00073
Precision 1: 58,765.13

Exhibit A-23

219

BART SFO Airport Extension
BKF Project No. 940060.50

June 6, 1997

**PROPERTY DESCRIPTION
SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
PARCEL D-3111-2C**

Being all that real property situate in the City of San Bruno, County of San Mateo, State of California and described as follows:

BEING a portion of Parcel 9, San Mateo County Lands, as described in the deed from Market Street Railway Company to the City and County of San Francisco, dated September 29, 1944, recorded in Book 1161 of Official Records at page 1, in the Office of the Recorder of San Mateo County, State of California, more particularly described as follows:

BEGINNING at the point of intersection of the general southerly line of Parcel 1, as described in "RELINQUISHMENT OF HIGHWAY RIGHT OF WAY IN THE CITY OF SAN BRUNO, ROAD 04-SM-380-4.7-6.1, REQUEST NO. 40256", recorded on December 2, 1975, in Book 6995 of Official Records at page 716, in the Office of the Recorder of San Mateo County, State of California, with the easterly line of that certain right of way as described in the deed from United Railroads to the City of San Bruno, recorded in Book 262 of Deeds at page 289, in the Office of the Recorder of San Mateo County, State of California, said point being the **TRUE POINT OF BEGINNING** of this description;

THENCE along said easterly line, South 23° 44' 09" East, 200.00 feet to a point;

THENCE leaving said easterly line, North 20° 48' 13" West, 223.05 feet to a point on said general southerly line;

THENCE along said southerly line the following two (2) courses:

- 1) South 00° 42' 26" West, 25.00 feet;
- 2) South 66° 34' 25" West, 1.06 feet to the **TRUE POINT OF BEGINNING** of this description.

Containing an area of 1,129 square feet, more or less.

COPY

220

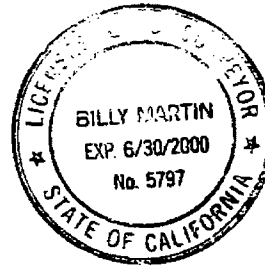
NOTE: Bearings and distances described herein are based on the California Coordinate System of 1983, Zone 3. Multiply herein described distances by 1.0000706 to obtain ground level distances.

Subject to special assessments, if any, restrictions, reservations, easements and other matters of record.

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

Billy Martin, P.L.S. 5797
License expires: 06-30-00

Dated: 7/15/97



_____ 221

L ame: D-3111-2C

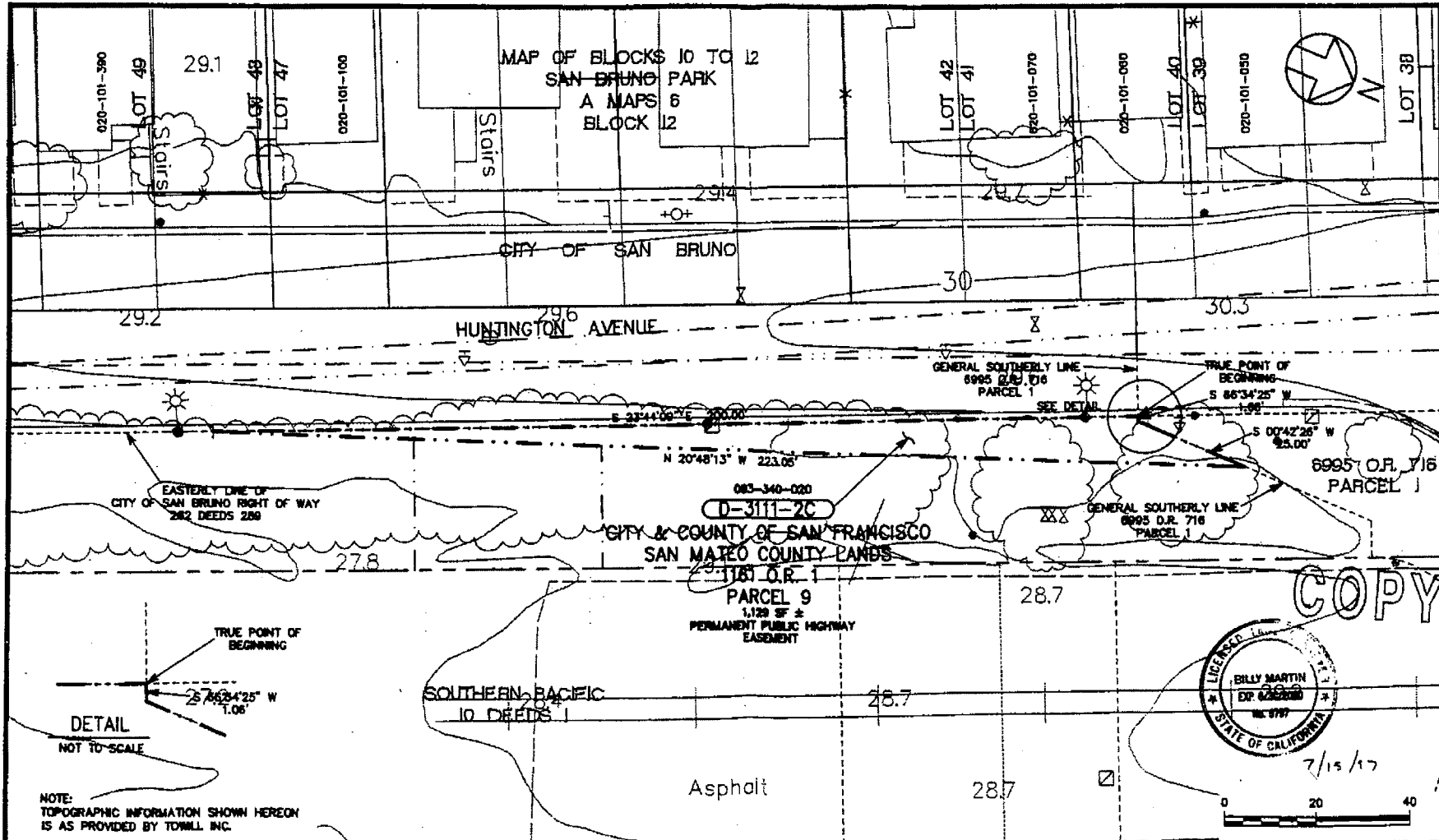
North: 2058843.7451 East: 6007552.2205
Line Course: S 23-44-09 E Length: 200.00
North: 2058660.6629 East: 6007632.7246
Line Course: N 20-48-13 W Length: 223.05
North: 2058869.1708 East: 6007553.5049
Line Course: S 00-42-26 W Length: 25.00
North: 2058844.1727 East: 6007553.1963
Line Course: S 66-34-25 W Length: 1.06
North: 2058843.7513 East: 6007552.2237

Perimeter: 449.11 Area: 1,129 sq.ft. 0.026 acres

Mapcheck Closure - (Uses listed courses, radfi, and deltas)
Error Closure: 0.0069 Course: N 26-54-53 E
Error North: 0.00615 East: 0.00312
Precision 1: 65,138.46

222

Order: 00954 Comment: San Mateo, CA Document - Year: DocID 2004.25111 Page: 131 of 292



COORDINATES, BEARINGS AND DISTANCES SHOWN ARE ON THE CALIFORNIA COORDINATE SYSTEM ZONE 3, NAD 83. MULTIPLY DISTANCES SHOWN BY 1.0000706 TO OBTAIN GROUND LEVEL DISTANCES. ALL DISTANCES ARE IN FEET AND/OR DECIMALS THEREOF, EXCEPT AS NOTED.

SURVEYOR'S STATEMENT
THIS PLAT WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE LAND SURVEYOR'S ACT.

BILLY MARTIN, P.L.S. 5797
LICENSE EXPIRES: 06-30-00

BART
b

SCALE: 1" = 20' | DATE: 06-18-97

APPRAISAL PLAT

CO. S.M.	RTE. SFX	P.M.
DR.NO.	D-3111-2C	

223

EXHIBIT C

FORM OF QUITCLAIM DEED

RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:

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

and

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

MAIL TAX STATEMENTS TO:

City of San Bruno

Attn: _____

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

Assessor Parcel No. 093-340-060
Assessor Parcel No. 093-340-020

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

QUITCLAIM DEED

(San Mateo County Assessor's Parcel Numbers 093-340-060 and 093-340-020)

FOR VALUABLE CONSIDERATION, receipt and adequacy of which are hereby
acknowledged, the CITY AND COUNTY OF SAN FRANCISCO, a California municipal
corporation, pursuant to Resolution No. _____, adopted by the Board of Supervisors
on _____, 2024 and approved by the Mayor on _____, 2024, hereby
RELEASES, REMISES AND QUITCLAIMS to the CITY OF SAN BRUNO, a California
municipal corporation, any and all right, title and interest San Francisco may have in and to the
real property located in the City of San Bruno, State of California, described on the attached
Exhibit B and made a part of this quitclaim deed.

Executed as of this _____ day of _____, 202__.

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
ANDRICO PENICK
Director of Property

APPROVED AS TO FORM:

DAVID CHIU
City Attorney

By: _____
Anna Parlato Gunderson
Deputy City Attorney

DESCRIPTION CHECKED/APPROVED:

By: _____
R. Edward Peterson
Chief Surveyor

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

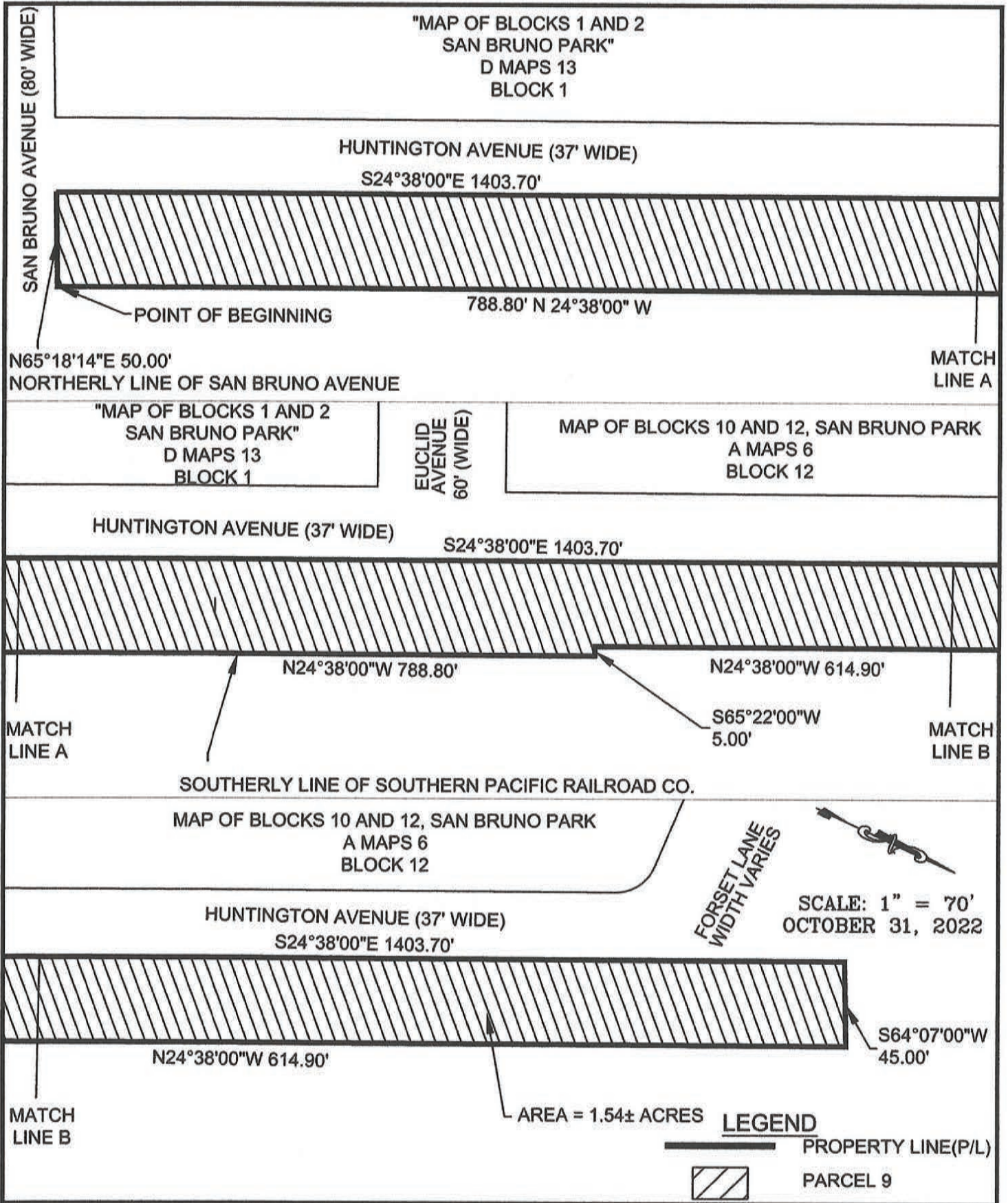
State of California)
) ss
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)



PLAT TO ACCOMPANY DESCRIPTION
 PARCEL 9
 LANDS OF CITY AND COUNTY OF SAN FRANCISCO
 (FOR REAL ESTATE APPRAISAL PURPOSES)
 SAN BRUNO COUNTY OF SAN MATEO, CA

(650) 244-9667
 jgmahoney@pls-corp.com
 901 Sneath Ln, Suite 117
 San Bruno, CA 94066

Professional Land Services
 LAND DEVELOPMENT SPECIALISTS

**SAN FRANCISCO PUBLIC UTILITIES COMMISSION
REVOCABLE PERMIT**

(Permit #)

THIS REVOCABLE PERMIT (this "Permit") dated for reference purposes only as of August 5, 1998, is made by and between the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation ("City"), acting by and through its Public Utilities Commission ("PUC"), and **CITY OF SAN BRUNO**, a municipal corporation ("Permittee").

City and Permittee agree as follows:

1. **License.** City confers to Permittee a revocable, personal, non-exclusive and non-possessory privilege to enter upon and use that certain real property owned by City situated in the County of San Bruno, State of California, more particularly described in Exhibit A attached hereto (the "**Permit Area**"), for the limited purpose and subject to the terms, conditions and restrictions set forth below. The Permit Area is shown generally on Drawing No. B-4707 attached hereto as Exhibit B. This Permit gives Permittee a license only and notwithstanding anything to the contrary herein, this Permit does not constitute a grant by City of any ownership, leasehold, easement or other property interest or estate whatsoever in the Permit Area, or any portion thereof. Nothing in this Permit shall be construed as granting or creating any franchise rights pursuant to any federal, state or local laws.

THE PRIVILEGE GIVEN TO PERMITTEE UNDER THIS PERMIT IS EFFECTIVE ONLY INsofar AS THE RIGHTS OF CITY IN THE PERMIT AREA ARE CONCERNED, AND PERMITTEE SHALL OBTAIN ANY FURTHER PERMISSION NECESSARY BECAUSE OF ANY OTHER EXISTING RIGHTS AFFECTING THE PERMIT AREA. WITHOUT LIMITING THE FOREGOING, THIS PERMIT IS BEING ISSUED SUBJECT AND SUBORDINATE TO ALL OF THE TERMS AND CONDITIONS OF THAT CERTAIN DEED DATED SEPTEMBER 29, 1944, AND RECORDED SEPTEMBER 29, 1944, IN VOLUME 1611, PAGE 1 OF OFFICIAL RECORDS OF SAN MATEO COUNTY, PURSUANT TO WHICH CITY ACQUIRED ITS INTEREST IN THE PERMIT AREA, A COPY OF WHICH IS ATTACHED TO THIS PERMIT AS EXHIBIT C (THE "DEED"), AND ALL OTHER EXISTING AND FUTURE DOCUMENTS AND INSTRUMENTS OF RECORD AFFECTING THE PERMIT AREA (COLLECTIVELY, WITH THE DEED, THE "RECORDED DOCUMENTS"). PERMITTEE MUST SECURE ALL ADDITIONAL NECESSARY APPROVALS, PERMITS AND CONSENTS, AND DELIVER ALL NECESSARY NOTICES, BEFORE COMMENCING WORK IN THE PERMIT AREA, INCLUDING ANY APPROVALS, PERMITS, CONSENTS OR NOTICES REQUIRED FROM OR TO THE GRANTOR UNDER THE RECORDED DOCUMENTS. PERMITTEE COVENANTS AND AGREES, FOR THE BENEFIT OF CITY, THAT PERMITTEE SHALL FULLY COMPLY WITH THE TERMS AND CONDITIONS OF THE RECORDED DOCUMENTS AND ANY OTHER RULES AND REGULATIONS PROMULGATED BY CITY AS THEY APPLY TO ANY WORK TO BE PERFORMED OR FACILITIES TO BE INSTALLED BY PERMITTEE ON THE PERMIT AREA

PURSUANT TO THIS PERMIT, AND CITY SHALL HAVE NO RESPONSIBILITY OR LIABILITY OF ANY KIND WITH RESPECT THERETO. PERMITTEE ACKNOWLEDGES AND AGREES THAT NEITHER CITY NOR ANY OF ITS AGENTS HAVE MADE, AND CITY HEREBY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE PRESENT OR FUTURE SUITABILITY OF THE PERMIT AREA FOR PERMITTEE'S INTENDED WORK OR FACILITIES, THE IMPACT OF ANY TERM OR CONDITION OF THE RECORDED DOCUMENTS ON PERMITTEE'S RIGHTS UNDER THIS PERMIT, OR THE ABILITY TO OBTAIN OR DELIVER, OR THE PROCEDURE FOR OBTAINING OR DELIVERING, ANY NECESSARY APPROVALS, PERMITS, CONSENTS OR NOTICES FROM OR TO THE GRANTOR UNDER THE RECORDED DOCUMENTS OR ANY OTHER PARTY WITH RESPECT TO ANY MATTERS CONTAINED IN THIS PERMIT.

2. **Use of Permit Area.**

(a) **Permitted Acts.** Permittee may enter and use the Permit Area for the sole purpose of roadway, landscaping and installation of underground utility facilities in strict accordance with **Section 3(a)** hereof, and for no other purpose whatsoever.

(b) **Subject to City Uses.** Permittee is aware that the Permit Area constitutes a portion of City's water pipeline delivery system. Notwithstanding anything to the contrary in this Permit, any and all of Permittee's activities hereunder shall be subject and subordinate at all times to City's existing and future use of the Permit Area for municipal and other purposes. City shall in no way be liable for any damage or destruction to Permittee's property and/or improvements resulting from any pipeline break or from any pipeline repair or maintenance activities. Permittee shall, at City's request, immediately remove any property or improvements on the Permit Area to allow City access to the pipelines. In the event City deems it necessary, in City's sole discretion, City shall have the right to remove any such property or improvements and City shall not be responsible for restoring or returning same to its prior condition.

3. **Installation of Facilities.** Permittee may install certain facilities consisting of roadway, landscaping, and underground utility facilities which include electric, telephone, cable television and streetlight conduits and wires on the Permit Area only upon satisfaction of the following conditions, which are for the sole benefit of City:

(a) **Approval of Plans and Specifications.** Permittee shall install the permitted facilities in accordance with plans and specifications (including drawings) approved in advance and in writing by PUC and attached hereto as **Exhibit D**. The plans and specifications may be revised or amended only with prior written approval of PUC after PUC'S Bureau of Environmental and Regulatory Management has determined that no further environmental review is required by CEQA as a result of any such revision or amendment.

(b) **Permits and Approvals.** Before beginning any work in the Permit Area, Permittee shall obtain any and all permits, licenses and approvals (collectively, "approvals") of all regulatory

agencies and other third parties that are required to commence, complete and maintain the permitted work. Promptly upon receipt of such approvals, Permittee shall deliver copies of them to PUC. Permittee recognizes and agrees that no approval by PUC for purposes of Permittee's work hereunder shall be deemed to constitute the approval of any federal, state or local regulatory authority with jurisdiction, and nothing herein shall limit Permittee's obligation to obtain all such regulatory approvals, at Permittee's sole cost.

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

(d) **Cooperation with Public Utilities Commission.** Permittee and its Agents shall work closely with City personnel to minimize any potential disturbance (even if temporary) of the natural features of the Permit Area and to avoid disruption (even if temporary) of City facilities, in, under, on or about the Permit Area and City uses thereof.

(e) **Heavy Equipment.** Permittee shall not use any heavy construction equipment over or about City's pipelines, except as otherwise expressly allowed in Section 4(i) hereof.

(f) **Work Schedule.** Permittee must begin installation work, if at all, within ninety (90) days after the commencement of the term of this Permit. At least five (5) days prior to the commencement of any work on the Permit Area, Permittee shall notify Mr. Ben Ayala, Construction Inspector, at (415) 872-5908, of the date such work shall commence and the intended construction schedule. Notwithstanding the approval of such schedule by PUC, the Construction Inspector shall have the right to require Permittee to adjust such schedule from time to time. All work must be performed during regular working hours (Monday through Friday) between 8:00 a.m. to 4:30 p.m., exclusive of City holidays. Any work performed during any other time or day must be preapproved by the PUC at least forty-eight (48) hours prior to commencing such work. In connection with such approval, City shall have the right to charge Permittee additional inspection fees payable prior to

PUC's approval of the request. Permittee shall complete all work no later than 180 days after the commencement of the term of this Permit, subject to unavoidable delays. For purposes hereof, "unavoidable delays" shall mean any delays by reason of acts of God, accidents, breakage, strikes, lockouts, other labor disputes, enemy action, civil commotion, protests, riots, demonstrations, federal or state governmental restrictions, or by any other reason beyond the reasonable control of Permittee. Permittee shall have the right to apply to City for a one-time extension for a period not to exceed 90 days. City may charge a non-refundable fee of \$100 to process such application for an extension.]

(g) **Restoration of Permit Area.** Immediately following completion of any work permitted hereunder, Permittee shall remove all debris and any excess dirt and shall restore the Permit Area to its condition immediately prior to Permittee's work hereunder, to the satisfaction of City. Permittee shall restore excavated areas with new vegetation (including irrigation and maintenance until established) and erosion control netting, all as requested by City.

(h) **Installation of Above-Ground Markers.** Permittee shall install above-ground markers identifying the location of any underground facilities installed pursuant to this Permit. The location, type and installation of markers and identifying information on the markers shall be subject to the prior written approval of PUC.

(i) **As-Built Drawings/Reports.** Promptly upon completion of the installation of the facilities, Permittee shall furnish PUC with two (2) complete copies of final as-built drawings for the facilities, which drawings shall include sufficient detail so as to allow City to precisely locate the facilities. In the event that Permittee or its agents or consultants prepares any environmental, seismic, geophysical or other written report relating to the Permit Area and/or any work performed thereon, Permittee shall furnish to City a complete copy of such report, including any schedules, exhibits and maps, promptly upon completion of the same.

(j) **Responsibility for Maintenance of Facilities.** Permittee shall be solely responsible for repairing and maintaining all facilities placed in or on the Permit Area pursuant hereto in good and safe condition, and City shall have no duty whatsoever for any repair or maintenance of the Permit Area or any such facilities therein. Permittee shall notify City in writing not less than five (5) days before performing any repair or maintenance work in the Permit Area, except in the case of an emergency wherein Permittee shall notify City telephonically and in writing as soon as reasonably possible.

(k) **Revocability.** Permittee acknowledges and agrees that the installation of the facilities permitted hereunder, regardless of cost, shall not in any way whatsoever limit City's right to revoke this Permit pursuant to the terms hereof or any of City's other rights hereunder.

(l) **Contractors.** Permittee shall not accept and release its contractor for work authorized or required by this Permit before securing the PUC's written approval.

(m) **Cathodic and Other Protection.** City may adopt from time to time such rules and

regulations with regard to Permittee's facilities and operations hereunder as City may determine are necessary or appropriate, in City's sole discretion, to safeguard against corrosion of, or other damage to, City's pipelines and related facilities. Permittee shall immediately comply with all such rules and regulations upon receipt of a copy thereof.

(n) **Type of Pipe.** Permittee shall use steel, ductile iron or cast iron pipe for the entire right-of-way crossing.

(o) **Distance Between Pipes.** The clear distance between the bottom of Permittee's facilities and the top of City's existing and any proposed future water lines shall not be less than twelve inches (12") and Permittee's installed facilities shall be placed at a constant grade for the entire crossing over the Permit Area.

4. **Restrictions on Use.** Permittee agrees that, by way of example only and without limitation, the following uses of the Permit Area by Permittee, or any other person claiming by or through Permittee, are inconsistent with the limited purpose of this Permit and are strictly prohibited as provided below:

(a) **Improvements.** Except as otherwise expressly provided herein, Permittee shall not construct or place any temporary or permanent structures or improvements in, on, under or about the Permit Area, nor shall Permittee make any alterations or additions to any of existing structures or improvements on the Permit Area, unless Permittee first obtains PUC's prior written consent, which PUC may give or withhold in its sole and absolute discretion. For purposes hereof, asphalt, concrete and cementitious concrete driveways, sidewalks and parking areas, shacks and storage facilities, and fences shall be deemed "improvements."

(b) **Trees and Other Plantings.** Permittee shall not plant any trees or other vegetation in or on the Permit Area, except as otherwise expressly provided herein.

(c) **Dumping.** Permittee shall not cause or permit the dumping or other disposal in, on, under or about the Permit Area of landfill, refuse, Hazardous Material (as defined below) or any other materials, including but not limited to materials that are unsightly or could pose a hazard to the human health or safety, native vegetation or wildlife, or the environment.

(d) **Hazardous Material.** Permittee shall not cause, nor shall Permittee allow any of its Agents or Invitees (as such terms are defined below) to cause, any Hazardous Material (as defined below) to be brought upon, kept, used, stored, generated, released or disposed of in, on, under or about the Permit Area, or transported to, from or over the Permit Area. Permittee shall immediately notify City when Permittee learns of, or has reason to believe that, a release of Hazardous Material has occurred in, on, under or about the Permit Area. Permittee shall further comply with all laws, statutes, ordinances, rules, regulations, policies, orders, edicts and the like (collectively, "Laws") requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary or desirable to mitigate the release or minimize the spread of contamination. In the

event that Permittee or its Agents or Invitees cause a release of Hazardous Material, Permittee shall, without cost to City and in accordance with all Laws and using the highest and best technology available, promptly return the Permit Area to the condition immediately prior to the release. In connection therewith, Permittee shall afford City a full opportunity to negotiate and participate in any discussion with governmental agencies and environmental consultants regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Material, and any other abatement or clean-up plan, strategy and procedure. For purposes hereof, "**Hazardous Material**" means material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to public health, welfare or the environment. Hazardous Material includes, without limitation, the following: any material or substance defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 *et seq.*, or pursuant to Section 25316 of the California Health & Safety Code or any other federal, state, or local Law; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the Permit Area or are naturally occurring substances in the Permit Area; and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids, provided, the foregoing shall not prohibit Permittee from traversing to, from and across the Permit Area in standard motor vehicles that do not exceed the weight limitations set forth below. The term "**release**" or "**threatened release**" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under or about the Permit Area.

(e) **Nuisances**. Permittee shall not conduct any activities in, on, under or about the Permit Area that constitute waste, nuisance or unreasonable annoyance (including, without limitation, emission of objectionable odors, noises or lights) to City, to the owners or occupants of neighboring property, or to the public, or that constitute waste or nuisance per se.

(f) **Damage**. Permittee shall not do anything in, on, under or about the Permit Area that could cause damage or interference to any pipelines or other property located in, on, under or about the Permit Area.

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

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

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

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

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

(iii) Permittee shall not use vibrating compaction equipment without PUC's prior written approval, which approval may be withheld in PUC's sole discretion.

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

5. **Permit Fee(s).**

(a) Permittee shall pay to City a one-time non-refundable permit fee in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) to cover City's processing, inspection and other administrative costs. Such fee is payable at such time as Permittee signs and delivers this Permit to City. Payment shall be made by good check payable to the City and County of San Francisco and delivered to City in care of the Director of the Bureau of Commercial Land Management of the San Francisco Public Utilities Commission at the address for notices to City specified in Section 29 hereof or such other place as City may designate in writing. Without limiting its right to revoke this Permit or any of its other rights hereunder, City may at any time, upon not less than 30 days' written notice to Permittee, charge a use fee for the privilege given hereunder if City establishes a general policy

for charging fees for the use permitted hereunder, and City may increase such fee from time to time in accordance with such policy.

6. **Term of Permit.** The privilege conferred to Permittee pursuant to this Permit shall commence on the date on which this Permit is executed and delivered by City following PUC authorization and approval and the receipt of all fees and security required to be provided hereunder (the "Commencement Date"), and shall immediately expire upon oral or written notice from City revoking this Permit. City may at its sole option freely revoke this Permit at any time without cause or liability, and without any obligation to pay any consideration to Permittee.

7. **Security for Performance.** INTENTIONALLY OMITTED.

8. **Insurance.**

(a) Permittee shall procure and keep in effect at all times during the term of this Permit, at Permittee's expense, and cause its contractors and subcontractors to maintain at all times during any construction activities on the Permit Area insurance as follows: (i) General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Independent Contractors, Explosion, Collapse and Underground (XCU), Broadform Property Damage, Sudden and Accidental Pollution, Products Liability and Completed Operations; (ii) Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired automobiles, as applicable, and Sudden and Accidental pollution; and (iii) Workers' Compensation Insurance with Employer's Liability Coverage with limits of not less than \$1,000,000 each accident. In lieu of the foregoing insurance, Permittee can elect to self-insure by providing City adequate evidence of its self-insurance program. If Permittee elects to self-insure, Permittee shall give PUC written notice of any significant change in or the depletion of its self-insurance fund.

(b) All liability 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 Permit and that insurance applies separately to each insured against whom claim is made or suit is brought, and (iii) include a waiver of subrogation endorsement or provision wherein the insurer acknowledges acceptance of Permittee's waiver of claims against City. 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 Permittee's activities (and Permittee's Agents and Invitees) under this Permit (excluding nonnegligent aggravation of existing conditions with respect to Hazardous Materials).

(c) All policies shall be endorsed to provide thirty (30) days prior written notice of cancellation, non-renewal or reduction in coverage to City.

(d) Prior to the commencement date of this Permit, Permittee shall deliver to City certificates of insurance in form and with insurers satisfactory to City, evidencing the coverages required hereunder, together with complete copies of the policies at City's request. In the event Permittee shall fail to procure such insurance, or to deliver such policies or certificates, City may procure, at its option, the same for the account of Permittee, and the cost thereof shall be paid to City within five (5) days after delivery to Permittee 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, Permittee shall maintain such coverage continuously throughout the term of this Permit and, without lapse, for a period of three (3) years beyond the Permit expiration, to the effect that, should any occurrences during the Permit term give rise to claims made after expiration of the Permit, such claims shall be covered by such claims-made policies.

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

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

9. **Compliance with Laws.** Permittee shall, at its expense, conduct and cause to be conducted all activities on the Permit Area allowed hereunder in a safe and reasonable manner and in compliance with all Laws of any governmental or other regulatory entity (including, without limitation, the Americans with Disabilities Act) and all covenants, restrictions and provisions of record, whether presently in effect or subsequently adopted and whether or not in the contemplation of the parties. Permittee shall, at its sole expense, procure and maintain in force at all times during its use of the Permit Area any and all business and other licenses or approvals necessary to conduct the activities allowed hereunder. Permittee understands and agrees that City is entering into this Permit in its

capacity as a property owner with a proprietary interest in the Permit Area and not as a regulatory agency with police powers. Permittee further understands and agrees that no approval by City for purposes of this Permit shall be deemed to constitute approval of any federal, state, City or other local regulatory authority with jurisdiction, and nothing herein shall limit Permittee's obligation to obtain all such regulatory approvals at Permittee's sole cost or limit in any way City's exercise of its police powers.

10. **Covenant to Maintain Permit Area.** In connection with its use hereunder, Permittee shall at all times, at its sole cost, maintain the Permit Area in a good, clean, safe, secure, sanitary and sightly condition, so far as the Permit Area may be affected by Permittee's activities hereunder.

11. **Monuments.** INTENTIONALLY OMITTED.

12. **Removal or Alteration of Facilities.** Without limiting City's rights hereunder, Permittee shall promptly, at City's written request, alter or remove at its sole expense any and all facilities, improvements, plantings or other property installed or placed in, on, under or about the Permit Area by Permittee, as may be necessary to avoid any actual or potential interference with any of City's pipelines, power lines, facilities or other structures now or later constructed, or with the maintenance thereof or with any other operations or land uses by City. In the request, City shall have the right to specify reasonable time limits for completion of the work. If after such written notice Permittee fails to complete the requested work within the prescribed time limits, City shall have the right to perform the requested work and charge Permittee all costs and expenses incurred by City in performing the work. Such amount shall be due and payable upon City's demand. In the event of an emergency City may, at its sole option and without notice, alter, remove or protect at Permittee's sole expense, any and all facilities, improvements, plantings or other property installed or placed in, on, under or about the Permit Area by Permittee. The owner of such utility facilities shall, upon written or oral notice by City that an emergency exists, take immediate action at its sole expense to protect, remove or relocate such facilities as required by City to meet the emergency.

13. **Signs.** Permittee shall not place, erect or maintain any sign, advertisement, banner or similar object in, on, or about the Permit Area without PUC's prior written consent, which PUC may withhold in its sole discretion; provided, however, Permittee may place in the Permit Area a temporary sign of less than thirty (30) days' duration that is necessary for Permittee's construction use and which does not extend below the ground surface without PUC's prior written consent.

14. **Surrender.** Upon the expiration of this Permit or within ten (10) days after any sooner revocation or other termination of this Permit, Permittee shall surrender the Permit Area in the same condition as received, and broom clean, free from hazards and clear of all debris. At such time, Permittee shall remove all of its property from the Permit Area and any signs and, upon City's request, other structures or improvements] permitted hereunder, and shall repair, at its cost, any damage to the Permit Area caused by such removal. Permittee's obligations under this Section shall survive any termination of this Permit.

15. **Repair of Damage.** If any portion of the Permit Area or any property of City located on or about the Permit Area is damaged or threatened by any of the activities conducted by Permittee or anyone acting by or through Permittee hereunder, Permittee shall immediately, at its sole cost, notify City by facsimile of such damage or threat. City may, but shall not be obligated, to remedy such damage or threat at Permittee's sole cost, or City may elect to witness Permittee's repair work. In the event City elects not to remedy such damage or threat, Permittee shall repair any and all such damage and restore the Permit Area or property to its previous condition subject to City's inspection, review and approval. City has no responsibility or liability of any kind with respect to any utilities that may be on, in or under the Permit Area. Permittee has the sole responsibility to locate such utilities and other existing facilities and protect them from damage. Permittee shall be solely responsible for arranging and paying directly for any utilities or services necessary for its activities hereunder; provided, Permittee shall obtain City's prior written approval to the provision of such services or utilities in, on, under, or through the Permit Area.

16. **City's Right to Cure Defaults by Permittee.** If Permittee fails to perform any of its obligations under this Permit to restore the Permit Area, remove or alter facilities or repair damage, or if Permittee defaults in the performance of any of its other obligations under this Permit, then City may, at its sole option, remedy such failure for Permittee's account and at Permittee's expense by providing Permittee with three (3) days' prior written or oral notice of City's intention to cure such default (except that no such prior notice shall be required in the event of an emergency as determined by City). Such action by City shall not be construed as a waiver of any rights or remedies of City under this Permit, and nothing herein shall imply any duty of City to do any act that Permittee is obligated to perform. Permittee shall pay to City upon demand, all costs, damages, expenses or liabilities incurred by City, including, without limitation, reasonable attorneys', experts' and consultants' fees, in remedying or attempting to remedy such default. Permittee's obligations under this Section shall survive the termination of this Permit.

17. **No Costs to City.** Permittee shall bear all costs or expenses of any kind or nature in connection with its use of the Permit Area, and shall keep the Permit Area free and clear of any liens or claims of lien arising out of or in any way connected with its use of the Permit Area.

18. **Indemnity.** Permittee shall indemnify, defend, reimburse and hold harmless City, its officers, agents, employees and contractors, and each of them, from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind ("**Claims**"), arising in any manner out of (a) any injury to or death of any person or damage to or destruction of any property occurring in, on or about the Permit Area, or any part thereof, whether the person or property of Permittee, its officers, directors, members, employees, agents, consultants, contractors or subcontractors (collectively, "**Agents**"), its invitees, guests or business visitors (collectively, "**Invitees**"), or third persons, relating to any use or activity under this Permit, (b) any failure by Permittee to faithfully observe or perform any of the terms, covenants or conditions of this Permit, (c) the use of the Permit Area or any activities conducted thereon by Permittee, its Agents or Invitees, (d) any release or discharge, or threatened release or discharge, of any Hazardous Material caused or allowed by Permittee, its Agents or Invitees, on, in, under or about

the Permit Area, any improvements or into the environment, or (e) any failure by Permittee to faithfully observe or perform any terms, covenants or conditions of the Recorded Documents to the extent that such terms, covenants or conditions relate to or are triggered by the work to be performed or the facilities to be installed pursuant to this Permit; except solely to the extent of Claims resulting directly from the gross negligence or willful misconduct of City or City's authorized representatives. In addition to Permittee's obligation to indemnify City, Permittee specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City from any claim that actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Permittee by City and continues at all times thereafter. The foregoing indemnity shall include, without limitation, reasonable attorneys', experts' and consultants' fees and costs, investigation and remediation costs and all other reasonable costs and expenses incurred by the indemnified parties, including, without limitation, damages for decrease in the value of the Permit Area and claims for damages or decreases in the value of adjoining property. Permittee's obligations under this Section shall survive the expiration or other termination of this Permit.

19. Waiver of Claims.

(a) Neither City nor any of its commissions, departments, boards, officers, agents or employees shall be liable for any damage to the property of Permittee, its officers, agents, employees, contractors or subcontractors, or their employees, or for any bodily injury or death to such persons, resulting or arising from the condition of the Permit Area or its use by Permittee.

(b) Permittee acknowledges that this Permit is freely revocable by City and in view of such fact, Permittee expressly assumes the risk of making any expenditures in connection with this Permit, even if such expenditures are substantial. Without limiting any indemnification obligations of Permittee or other waivers contained in this Permit and as a material part of the consideration for this Permit, Permittee fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, City, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, under any present or future laws, statutes, or regulations, including, but not limited to, any claim for inverse condemnation or the payment of just compensation under law or equity, in the event that City exercises its right to revoke or terminate this Permit.

(c) Permittee acknowledges that it will not be a displaced person at the time this Permit is terminated or revoked or expires by its own terms, and Permittee fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, City, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, under any present or future laws, statutes, or regulations, including, without limitation, any and all claims for relocation benefits or assistance from City under federal and state relocation assistance laws.

(d) Permittee expressly acknowledges and agrees that the fees payable hereunder do not

take into account any potential liability of City for any consequential or incidental damages including, but not limited to, lost profits arising out of disruption to the facilities or Permittee's uses hereunder. City would not be willing to give this Permit in the absence of a waiver of liability for consequential or incidental damages due to the acts or omissions of City or its Agents, and Permittee expressly assumes the risk with respect thereto. Accordingly, without limiting any indemnification obligations of Permittee or other waivers contained in this Permit and as a material part of the consideration for this Permit, Permittee fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against for consequential and incidental damages (including without limitation, lost profits), and covenants not to sue for such damages, City, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, arising out of this Permit or the uses authorized hereunder, including, without limitation, any interference with uses conducted by Permittee pursuant to this Permit, regardless of the cause, and whether or not due to the negligence of City or its Agents, except for the gross negligence and willful misconduct of City or its Agent.

(e) As part of Permittee's agreement to accept the Permit Area in its "As Is" condition as provided below, and without limiting such agreement, Permittee on behalf of itself and its successors and assigns, waives its right to recover from, and forever releases and discharges, City and its Agents, and their respective heirs, successors, administrators, personal representatives and assigns, from any and all Claims, whether direct or indirect, known or unknown, foreseen and unforeseen, that may arise on account of or in any way be connected with the physical or environmental condition of the Permit Area and any related improvements or any law or regulation applicable thereto or the suitability of the Permit Area for Permittee's intended use.

(f) In connection with the foregoing releases, Permittee acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Permittee acknowledges that the releases contained herein includes all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Permittee realizes and acknowledges that it has agreed upon this Permit in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect. The releases contained herein shall survive any termination of this Permit.

20. As Is Condition of Permit Area; Disclaimer of Representations. Permittee accepts the Permit Area in its "AS IS" condition, without representation or warranty of any kind by City, its officers, agents or employees, and subject to all applicable laws, rules and ordinances governing the use of the Permit Area. Without limiting the foregoing, this Permit is made subject to any and all existing and future covenants, conditions, restrictions, easements, encumbrances and other title

matters affecting the Permit Area, whether foreseen or unforeseen, and whether such matters are of record or would be disclosed by an accurate inspection or survey.

21. **No Assignment.** This Permit is personal to Permittee and shall not be assigned, conveyed or otherwise transferred by Permittee under any circumstances. Any attempt to assign, convey or otherwise transfer this Permit shall be null and void and cause the immediate termination and revocation of this Permit.

22. **Cessation of Use.** Permittee will not terminate its activities on the Permit Area pursuant hereto without prior written notice to City.

23. **No Joint Ventures or Partnership; No Authorization.** This Permit does not create a partnership or joint venture between City and Permittee as to any activity conducted by Permittee on, in or relating to the Permit Area. Permittee is not a state actor with respect to any activity conducted by Permittee on, in, under or around the Permit Area. The giving of this Permit by City does not constitute authorization or approval by City of any activity conducted by Permittee on, in, around or relating to the Permit Area.

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

25. **Burma (Myanmar) Business Prohibition.** Permittee is not the government of Burma (Myanmar), a person or business entity organized under the laws of Burma (Myanmar) or a "prohibited person or entity" as defined in Section 12J.2(G) of the San Francisco Administrative Code. Chapter 12J of the San Francisco Administrative Code is hereby incorporated by reference as though fully set forth herein. The failure of Permittee to comply with any of its requirements shall be deemed a material breach of this Permit. In the event Permittee fails to comply in good faith with any such requirements, Permittee shall be liable for liquidated damages for each violation in an amount equal to Permittee's net profit under this Permit, or 10% of the total amount of the Permit fee, or \$1,000, whichever is greatest. Permittee acknowledges and agrees the liquidated damages assessed shall be payable to the City upon demand.

26. **Non-Discrimination in City Contracts.**

Covenant Not to Discriminate. In the performance of this Permit, Permittee 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, disability or Acquired Immune Deficiency Syndrome or HIV status

(AIDS/HIV status) against any employee of, any City employee working with, or applicant for employment with Permittee, in any of Permittee's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Permittee.

27. **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 product, virgin redwood or virgin redwood product.

28. **Taxes, Assessments, Licenses, Permit Fees and Liens.**

(a) Permittee recognizes and understands that this Permit may create a possessory interest subject to property taxation and that Permittee may be subject to the payment of property taxes levied on such interest. Permittee further recognizes and understands that any transfer or assignment permitted under this Permit and any exercise of any option to renew or extend this Permit 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) Permittee agrees to pay taxes of any kind, including, but not limited to, possessory interest taxes, that may be lawfully assessed on the interest hereby created and to pay all other taxes, excises, licenses, permit charges and assessments based on Permittee's usage of the Permit Area that may be imposed upon Permittee by law, all of which shall be paid when the same become due and payable and before delinquency.

(c) Permittee agrees not to allow or suffer a lien for any such taxes or charges to be imposed upon the Permit Area or upon any equipment or property located thereon without promptly discharging the same, provided that Permittee, if so desiring, may have reasonable opportunity to contest the validity of the same by paying under protest or posting adequate (in City's sole discretion) security during any such contest.

29. **Notices.** Except as otherwise expressly provided herein, any notices given under this Permit shall be effective only if in writing and given by delivering the notice in person, by sending it first class mail or certified mail with a return receipt requested, or nationally-recognized overnight courier that guarantees next day delivery and provides a receipt therefor, with postage prepaid, addressed as follows (or such alternative address as may be provided in writing):

City or PUC:	Bureau of Commercial Land Management Public Utilities Commission 1155 Market St., 5th Flr. San Francisco, CA 94103 Attn: Director
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Permittee: City of San Bruno
 Department of Public Works
 567 El Camino Real
 San Bruno, CA 94066-4299
 Attn: Abbas Masjedi

Notices herein shall be deemed given two (2) days after the date when they shall have been mailed if sent by first class, certified or overnight courier, or upon the date personal delivery is made.

30. No Tobacco Advertising. Permittee acknowledges and agrees that no advertising of cigarettes or tobacco products is allowed on any real property owned by or under the control of the City, including the property which is the subject of this Permit. This prohibition includes the placement of the name of a company producing, selling or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This prohibition does not apply to any advertisement sponsored by a state, local or nonprofit entity designed to communicate the health hazards of cigarettes and tobacco products or to encourage people not to smoke or to stop smoking.

31. Pesticide Prohibition. Permittee shall comply with the provisions of Section 39.9 of Chapter 39 of the San Francisco Administrative Code (the "Pesticide Ordinance") which (i) prohibit the use of certain pesticides on City property, and (ii) require the posting of certain notices and the maintenance of certain records regarding pesticide usage, and (iii) require Permittee to submit to the PUC an integrated pest management (IPM") plan that (a) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Permittee may need to apply to the Permit Area during the term of this Permit, (b) describes the steps Permittee will take to meet the City's IPM Policy described in Section 39.1 of the Pesticide Ordinance, and (c) identifies, by name, title, address and telephone number, an individual to act as the Permittee's primary IPM contact person with the City. In addition, Permittee shall comply with the requirements of Sections 39.4(a) and 39.4(b) of the Pesticide Ordinance as of January 1, 1999 and January 1, 2000, respectively.

32. Conflict of Interest. Permittee states that it is familiar with the provisions of Section 15.103 and C8.105 of the San Francisco Charter and certifies that it knows of no facts which would constitute a violation of such provisions. Permittee further certifies that it has made a complete disclosure to the City of all facts bearing on any possible interests, direct or indirect, which Permittee believes any officer or employee of the City presently has or will have in this Permit or in the performance thereof.

33. General Provisions. (a) This Permit may be amended or modified only by a writing signed by City and Permittee. (b) No waiver by any party of any of the provisions of this Permit shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. No waiver shall be deemed a subsequent or continuing waiver of the same, or any other, provision of this Permit. (c) Except as

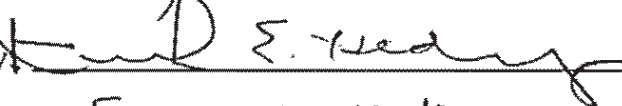
expressly provided to the contrary, all approvals, consents and determinations to be made by City hereunder may be made in the sole and absolute discretion of City. (d) This instrument (including the exhibit(s) hereto) contains the entire agreement between the parties and all prior written or oral negotiations, discussions, understandings and agreements are merged herein. (e) The section and other headings of this Permit are for convenience of reference only and shall be disregarded in the interpretation of this Permit. (f) Time is of the essence in all matters relating to this Permit. (g) This Permit shall be governed by California law and City's Charter. (h) If either party commences an action against the other or a dispute arises under this Permit, the prevailing party shall be entitled to recover from the other reasonable attorneys' fees and costs. For purposes hereof and for purposes of the indemnifications set forth herein, reasonable attorneys' fees of City shall be based on the fees regularly charged by private attorneys in San Francisco with comparable experience notwithstanding the City's use of its own attorneys. (i) If Permittee consists of more than one person then the obligations of each person shall be joint and several. (j) Permittee may not record this Permit or any memorandum hereof. (k) Subject to the prohibition against assignments or other transfers by Permittee hereunder, this Permit shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns. (l) Any sale or conveyance of the property burdened by this Permit by City shall automatically revoke this Permit. (m) Notwithstanding anything to the contrary contained in this Permit, Permittee acknowledges and agrees that no officer or employee of City has authority to commit City to this Permit unless and until a resolution of City's PUC shall have been duly adopted approving this Permit and authorizing the transaction contemplated hereby. Therefore, any obligations or liabilities of City hereunder are contingent upon enactment of such an resolution, and this Permit shall be null and void if City's PUC does not approve this Permit, in its sole discretion.

34. Disclosure. Permittee understands and agrees that under the City's Sunshine Ordinance (S.F. Administrative Code Chapter 67) and the State Public Records Law (Gov't Code section 6250 et seq.), apply to this Permit and any and all records, information, and materials submitted to the City in connection with this Permit. Accordingly, any and all such records, information and materials may be subject to public disclosure in accordance with the City's Sunshine Ordinance and the State Public Records Law. Permittee hereby authorizes the City to disclose any records, information and materials submitted to the City in connection with this Permit.

PERMITTEE REPRESENTS AND WARRANTS TO CITY THAT IT HAS READ AND UNDERSTANDS THE CONTENTS OF THIS PERMIT, HAS HAD AN OPPORTUNITY TO REVIEW AND DISCUSS IT WITH COUNSEL OF ITS CHOOSING, AND AGREES TO COMPLY WITH AND BE BOUND BY ALL OF ITS PROVISIONS.

PERMITTEE:

CITY OF SAN BRUNO,
a municipal corporation

By 

Name: FRANK E. Hedley

Its: CITY Manager

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation



General Manager
Public Utilities Commission

Date: 7/28/99

APPROVED AS TO FORM:

LOUISE H. RENNE

City Attorney

By 
Deputy City Attorney

APPROVED AS TO FORM:


CITY ATTORNEY

Authorized by
Public Utilities Commission

Resolution No. 98-0214

Adopted August 25, 1998


Attest 
Secretary
Public Utilities Commission

EXHIBIT A

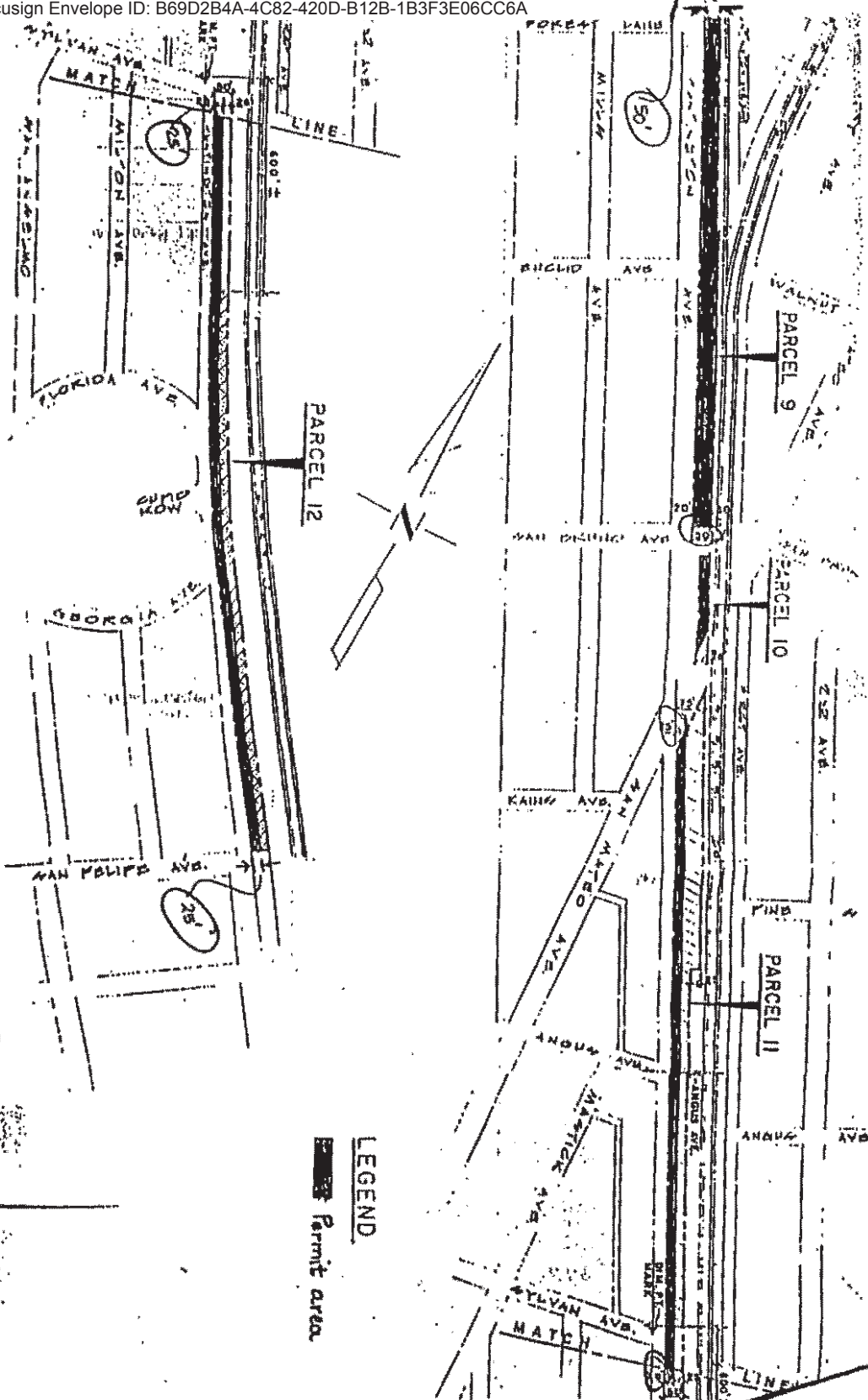
DESCRIPTION OF PERMIT AREA

All that certain real property located in San Mateo County, California, described as follows:

Parcel 10 and a portion of Parcels 9, 11 and 12 of the former Muni Railway right of way, according to SFPUC records and as shown on Drawing No. B-4707 attached hereto as Exhibit B and made a part hereof.

EXHIBIT B

DRAWING NO. B-4707



**CITY AND COUNTY OF SAN FRANCISCO
PUBLIC UTILITIES COMMISSION**

**REVOCABLE PERMIT TO CITY OF SAN BRUNO FOR ROADWAY,
LANDSCAPING AND INSTALLATION OF UNDERGROUND UTILITIES**

POR. OF PAR. 9, 10, 11 AND 12 MUNI RW

SAN MATEO COUNTY

BY	REVIEWED	DRAWN BY	SCALE AND SCALG	DRAWING NO.
APPROVED		CH. BY	DATE 7/21/99	B-4707
		REV BY	DATE	

EXHIBIT C

DEED

CLERK'S CERTIFICATE.

State of California,
City and County of San Francisco.—ss.

I, DAVID A. BARRY, Clerk of the Board of Supervisors, of the City and County of San Francisco, do hereby certify that the annexed Resolution No. 4218 (Series 1939) is a full, true and correct copy of the original thereof on file in this office.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the official seal of the City and County this 28 day of Sept. 1944.

(Seal) DAVID A. BARRY,
Clerk of the Board of Supervisors,
City and County of San Francisco.

RECORDING PARTICULARS.

Recorded in the office of the County Recorder of the City and County of San Francisco at 9 A.M., September 29, 1944, in Liber 4150 of Official Records at page 1.

Recorded in the office of the County Recorder of the County of San Mateo at 9 A.M., September 29, 1944, in Volume 1161 of Official Records at page 1.

DEED

MARKET STREET RAILWAY COMPANY

10

City & County of San Francisco

Transportation System Properties

Filed for Recording 9/29/44

Parcel 9.

Beginning at the point of intersection of the westerly line of the right of way of the Southern Pacific Railroad Company with the northerly line of San Bruno Lane; thence along the westerly line of the right of way of the Southern Pacific Railroad Company north $24^{\circ} 38'$ west 788.8 feet; thence south $65^{\circ} 22'$ west 5 feet; thence along the westerly line of the right of way of the Southern Pacific Railroad Company north $24^{\circ} 38'$ west 614.9 feet to the southerly line of Tanforan Park; thence south $64^{\circ} 07'$ west 45 feet; thence south $24^{\circ} 38'$ east 1403.7 feet to the northerly line of San Bruno Lane; thence north $64^{\circ} 07'$ east 50 feet along the northerly line of San Bruno Lane to the westerly line of the right of way of the Southern Pacific Railroad Company and the point of beginning.

Containing 1.54 acres, more or less.

Parcel 11.

In the Buri Buri Rancho, beginning at the point of intersection of the southwesterly line of the right of way of the Southern Pacific Railroad Company with the easterly line of the San Bruno Road; thence along said right of way south $25^{\circ} 10'$ east 800 feet; thence at a right angle south $64^{\circ} 50'$ west 25 feet; thence at a right angle south $25^{\circ} 10'$ east 1126.50 feet to the point of intersection of said course with the northerly line of the 110 acre tract now or formerly belonging to D. O. Mills; thence along said northerly line south $83^{\circ} 30'$ west 52.78 feet to a stake; thence north $25^{\circ} 10'$ west 1732.72 feet to the easterly line of the San Bruno Road; thence along said road north $1^{\circ} 10'$ west 184.38 feet to the point of beginning.

Containing 2.508 acres.

EXHIBIT D

APPROVED PLANS AND SPECIFICATIONS

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 98-0214

WHEREAS, The City and County of San Francisco owns certain real property under the jurisdiction of the San Francisco Public Utilities Commission in San Mateo County; and

WHEREAS, The City of San Bruno has requested to enter into an agreement for roadway, landscaping, and installation of underground utility facilities which include placement of electrical conduits, CATV conduits, and telephone conduits within the Permit Area; and

WHEREAS, BERM has determined, and completed a certification, that the project described by the proposed agreement is categorically exempt from the requirements of the California Environmental Quality Act; and

WHEREAS, This project is a Rule 20A and Rule 32A.1, Overhead to Underground Conversion Project; now, therefore, be it

RESOLVED, That this Commission hereby approves the terms and conditions and authorizes the execution of that certain Permit to the City of San Bruno, as Permittee, for the purpose of roadway, landscaping, and installation of underground utility facilities which will include placement of electrical conduits, telephone conduits and CATV conduits within the Permit Area located in San Bruno, San Mateo County, as set forth in the Permit of certain real property under the jurisdiction of the Public Utilities Commission, as shown on Exhibit B of the Permit, commencing upon authorization and approval of said permit by Commission and expiring upon oral or written notice from City revoking this Permit; and be it

FURTHER RESOLVED, That all actions authorized by this resolution and heretofore taken by any City official in connection with such Agreement are hereby ratified, approved and confirmed by this Commission; and be

FURTHER RESOLVED, That upon approval by this Commission, the General Manager of Public Utilities is hereby authorized and directed to execute said Permit.

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

AUG 25 1998



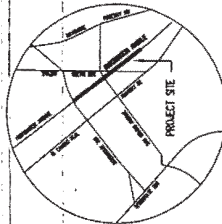
Secretary, Public Utilities Commission

CITY OF SAN BRUNO
 SAN BRUNO, CALIFORNIA 94068
 650-877-8985
 650-784-1443
 CONTRACT: ABBUS MALSUEZ

CIVIL ENGINEER
UD-TETRA ENGINEERS, INC.
 2025 PACIFIC BLVD.
 SAN FRANCISCO, CA 94133
 (415) 774-0216
 (415) 671-0216
 FAX (415) 671-0243
 CONTRACT: DENNIS HANDEL

IMPROVEMENT PLAN

HUNTINGTON AVENUE UNDERGROUNDING PROJECT CITY OF SAN BRUNO-SAN MATEO COUNTY-CALIFORNIA



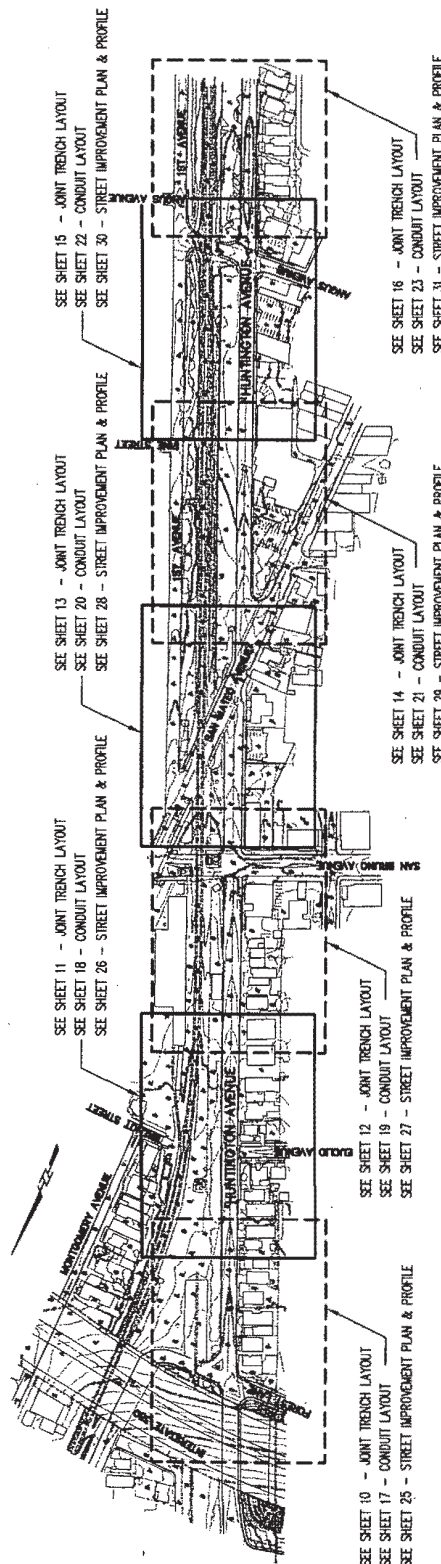
VICINITY MAP

REF. NO.	PLAN DESCRIPTION	SET	INDEX DESCRIPTION
1	TITLE SHEET	32	STORM DRAIN PLAN AND PROFILE
2	GENERAL CIVIL ENGINEERING NOTES	33-34	CROSS SECTIONS - NEW CURB AREA
3	TRAFFIC CONTROL NOTES AND DETAILS	35-38	WORKING AND STOPPING PLAN
4	DEMOLITION NOTES AND DETAIL MAP	37-41	INDIVIDUAL SERVICE DETAILS
5-8	DEMOLITION PLAN	42	TREE PLANTING AND IRRIGATION NOTES AND DETAILS
9	JOINT TRENCH NOTES AND DETAILS	43-44	TREE PLANTING AND IRRIGATION PLAN
10-16	COMPOSITE JOINT TRENCH PLAN	45-47	P.A.M.E. PLANS
17-23	CONDUIT LAYOUT PLAN	48-53	PAC BELL PLANS
24	CIVIL NOTES AND DETAILS	54-59	SEWATIVE PLANS
25-31	CIVIL PLAN AND PROFILE		

LEGEND

SYMBOL	DESCRIPTION
(Symbol)	EXISTING
(Symbol)	PROPOSED
(Symbol)	PROPOSED TRENCH
(Symbol)	PROPOSED CONDUIT
(Symbol)	PROPOSED CONDUIT PROFILE
(Symbol)	PROPOSED CONDUIT PROFILE IN TRENCH
(Symbol)	PROPOSED CONDUIT PROFILE IN TRENCH (SEE SHEET 30)
(Symbol)	PROPOSED CONDUIT PROFILE IN TRENCH (SEE SHEET 31)
(Symbol)	PROPOSED CONDUIT PROFILE IN TRENCH (SEE SHEET 32)
(Symbol)	PROPOSED CONDUIT PROFILE IN TRENCH (SEE SHEET 33)
(Symbol)	PROPOSED CONDUIT PROFILE IN TRENCH (SEE SHEET 34)
(Symbol)	PROPOSED CONDUIT PROFILE IN TRENCH (SEE SHEET 35)
(Symbol)	PROPOSED CONDUIT PROFILE IN TRENCH (SEE SHEET 36)
(Symbol)	PROPOSED CONDUIT PROFILE IN TRENCH (SEE SHEET 37)
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(Symbol)	PROPOSED CONDUIT PROFILE IN TRENCH (SEE SHEET 99)
(Symbol)	PROPOSED CONDUIT PROFILE IN TRENCH (SEE SHEET 100)

UD-TETRA
 CONSULTING ENGINEERS, INC.
 1000 POWER OF COMMUNICATIONS
 SAN FRANCISCO, CA 94104
 (415) 774-0216
 FAX (415) 671-0243



INDEX MAP
 1" = 150'

FOR QUESTIONS REGARDING THIS PLAN
 SET PLEASE CONTACT UD-TETRA ENGINEER,
 CLARENCE J. DENNIS REGISTERED AT
 (415) 674-0216

ELECT. DEPT. JOB NO. 17-4889
 TELEPHONE JOB NO. HUNTINGTON AVE. U/G
 CABLE TV JOB NO. HUNTINGTON AVE. U/G

P.C. & E. APPROVAL BY: _____ DATE _____
 PAC-BELL APPROVAL BY: _____ DATE _____
 SAN BRUNO CABLEVISION APPROVAL BY: _____ DATE _____

PLANS PREPARED UNDER THE DIRECTION OF AND REVIEWED BY:
 ROBERT L. POYNTIS P.E. NO. 35588 EXP. 9/30/98 DATE _____

PLANS APPROVED BY CITY OF SAN BRUNO:
 JERRY BROUSSHAFF P.E. NO. _____ EXP. _____ DATE _____
 CITY ENGINEER

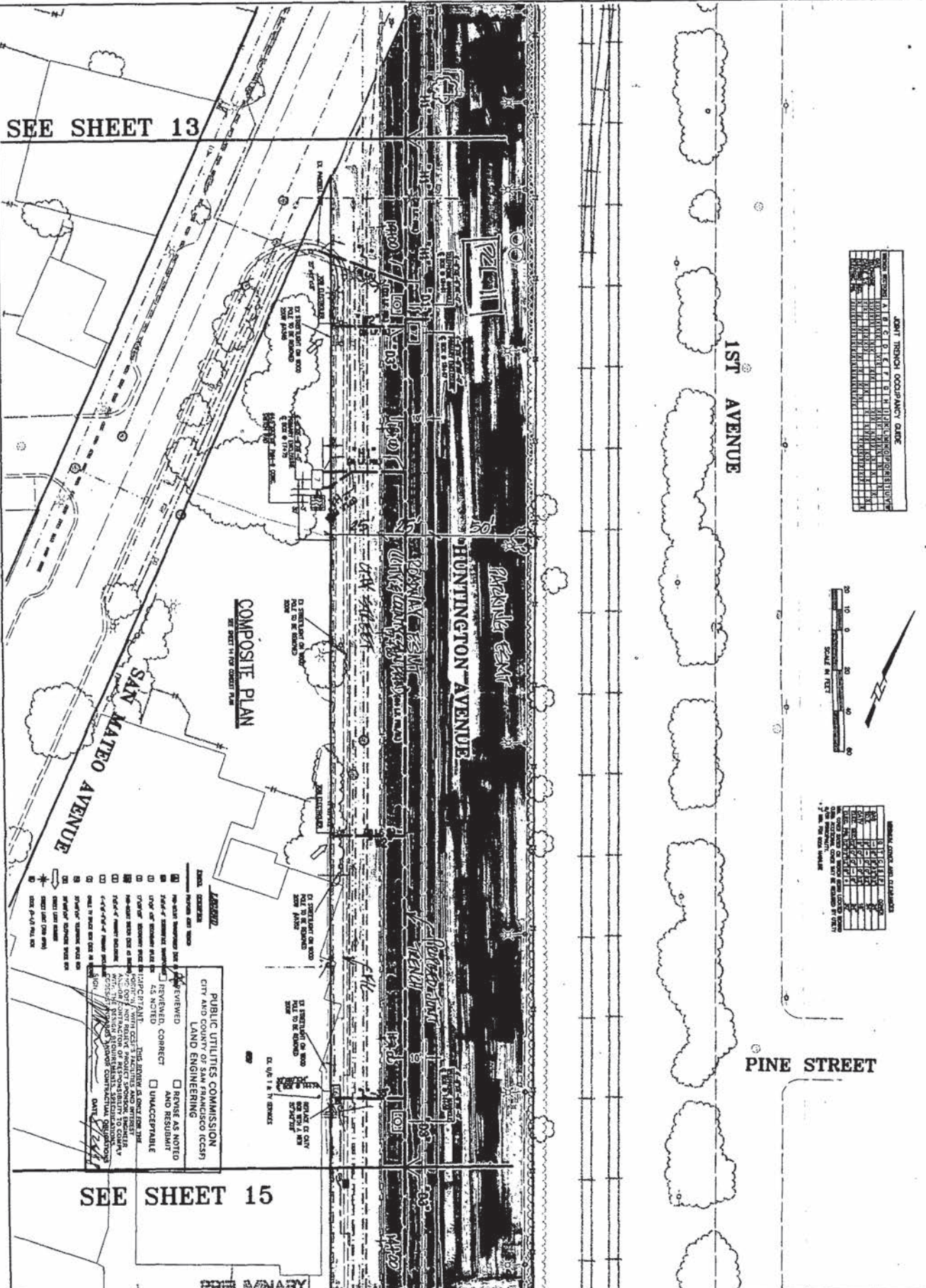
PUBLIC UTILITIES COMMISSION
 CITY AND COUNTY OF SAN FRANCISCO (CCSF)
 LAND ENGINEERING

REVIEWED AS NOTED AND RESUBMIT UNACCEPTABLE
 REVIEWED CORRECT AS NOTED

IMPORTANT: THIS REVIEW IS ONLY FOR THE CITY AND COUNTY OF SAN FRANCISCO. THE ENGINEER AND DOES NOT RELIEVE PROJECT SPONSOR, ENGINEER AND CONTRACTOR OF THEIR RESPONSIBILITIES. SPECIFICATIONS WITH THE PROJECT AND/OR CONTRACTUAL DOCUMENTS GOVERN OVER ANY CONFLICTING INFORMATION.

SIGN: _____ DATE: 7/26/98

SEE SHEET 13



COMPOSITE PLAN
SEE SHEET 13 TO THE RIGHT

LEGEND

- 1. TO BE EXPOSED TO ROAD
- 2. TO BE EXPOSED TO ROAD
- 3. TO BE EXPOSED TO ROAD
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- 47. TO BE EXPOSED TO ROAD
- 48. TO BE EXPOSED TO ROAD
- 49. TO BE EXPOSED TO ROAD
- 50. TO BE EXPOSED TO ROAD

APPROVALS

DESIGNED BY: [Signature]

CHECKED BY: [Signature]

DATE: [Date]

SHEET NO. 14 OF 58

SEE SHEET 15

PRELIMINARY

IMPROVEMENT PLAN
HUNTINGTON AVE., UNDERGROUNDING
RULE 20
COMPOSITE PLAN

SAN BRUNO

CALIFORNIA



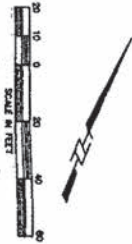
UDI-TETRAD
CONSULTING ENGINEERS, INC.
Civil - Power - Communications

9025 PINEWOOD BLVD.
PACIFIC, CA 94640
TEL: (925) 874-0218
FAX: (925) 874-0242

NO.	BY	DATE	REVISIONS	APPROVAL

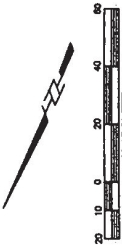
JOINT TRENCH OCCUPANCY GATE

NO.	DATE	BY	REVISIONS



REVISIONS

NO.	DATE	BY	REVISIONS



PUBLIC UTILITIES COMMISSION
CITY AND COUNTY OF SAN DIEGO (CCSF)
LAND ENGINEERING

REVIEWED
 REVIEWED, CORRECT AS NOTED
 REVISE AS NOTED AND RESUBMIT
 UNACCEPTABLE

THIS REVIEW IS ONLY FOR THE
 TECHNICAL ASPECTS OF THE
 PROJECT AND DOES NOT
 CONSTITUTE A GUARANTEE
 OR ACCEPTANCE OF THE
 PROJECT OR THE CONTRACTOR'S
 RESPONSIBILITY TO COMPLY
 WITH ALL APPLICABLE
 REGULATORY AND CONTRACTUAL
 REQUIREMENTS.
 DATE: 1/20/11

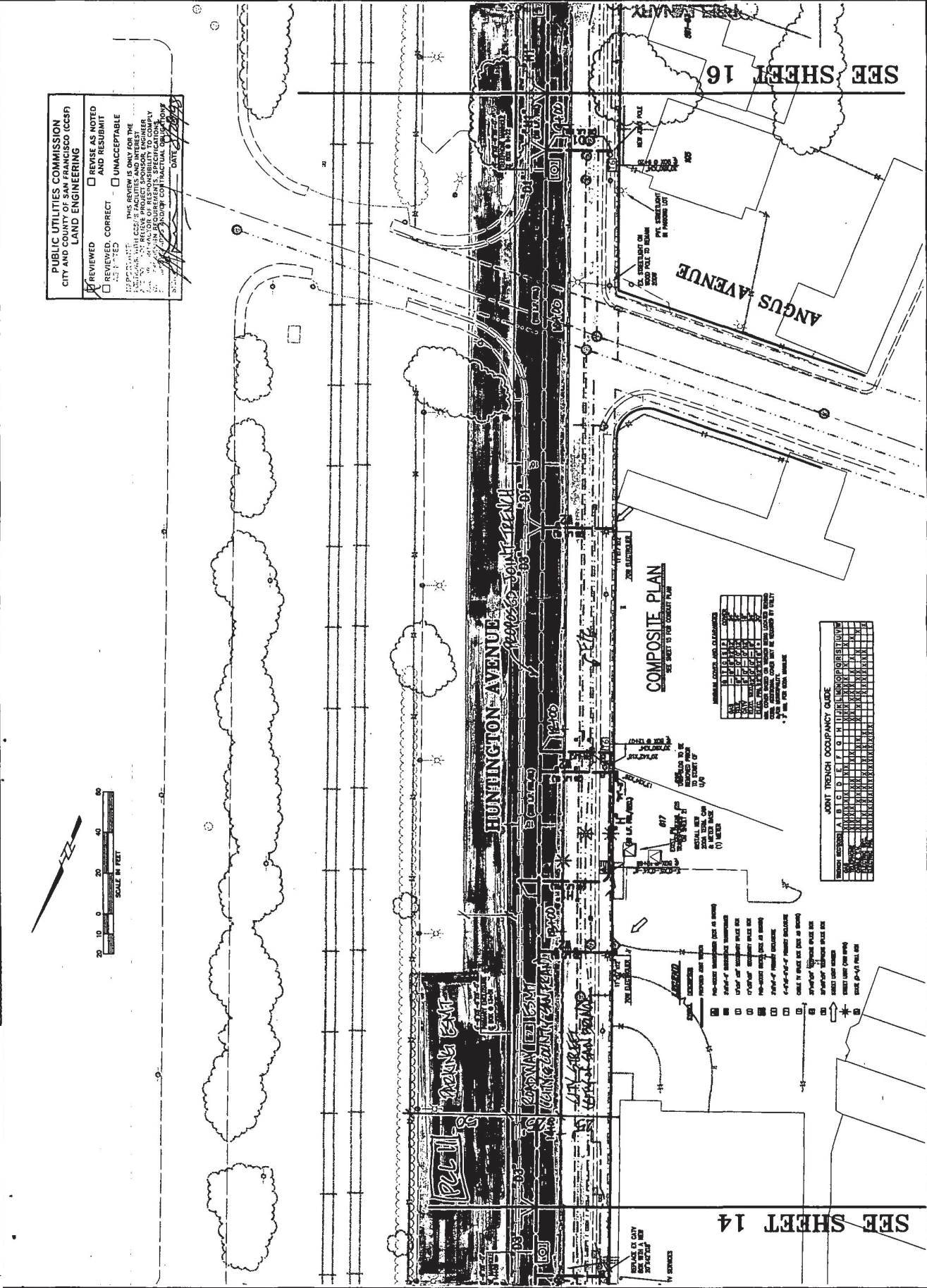
NO.	BY	DATE	REVISIONS

UDL-TETRAD
 CONSULTING ENGINEERS, INC.
 10000 LA JOLLA VILLAGE CENTER DRIVE, SUITE 100
 LA JOLLA, CA 92037
 TEL: (619) 594-0818
 FAX: (619) 594-0818

Civil - Power - Communications
 Surveying - Planning - Engineering

IMPROVEMENT PLAN
HUNTINGTON AVE., UNDERGROUNDING
 RULE 20
 COMPOSITE PLAN
 SAN DIEGO

DESIGNED: STAFF
 DRAWN: STAFF
 CHECKED: B.L.P.
 SCALE: 1"=40'-0"
 DATE: AUG 2008
 SHEET NO. **14** OF **19**
 JOB NO. 447



COMPOSITE PLAN
 SEE SHEET 15 FOR COMPOSITE PLAN

MANHOLE COVER AND CLEANOUTS

NO.	TYPE	SIZE	DEPTH	LOCATION
1	MANHOLE	36"	4'-0"	STATION 1+00
2	CLEANOUT	18"	1'-0"	STATION 1+20
3	MANHOLE	36"	4'-0"	STATION 1+40
4	CLEANOUT	18"	1'-0"	STATION 1+60
5	MANHOLE	36"	4'-0"	STATION 1+80
6	CLEANOUT	18"	1'-0"	STATION 2+00
7	MANHOLE	36"	4'-0"	STATION 2+20
8	CLEANOUT	18"	1'-0"	STATION 2+40
9	MANHOLE	36"	4'-0"	STATION 2+60
10	CLEANOUT	18"	1'-0"	STATION 2+80
11	MANHOLE	36"	4'-0"	STATION 3+00
12	CLEANOUT	18"	1'-0"	STATION 3+20
13	MANHOLE	36"	4'-0"	STATION 3+40
14	CLEANOUT	18"	1'-0"	STATION 3+60
15	MANHOLE	36"	4'-0"	STATION 3+80
16	CLEANOUT	18"	1'-0"	STATION 4+00
17	MANHOLE	36"	4'-0"	STATION 4+20
18	CLEANOUT	18"	1'-0"	STATION 4+40
19	MANHOLE	36"	4'-0"	STATION 4+60
20	CLEANOUT	18"	1'-0"	STATION 4+80
21	MANHOLE	36"	4'-0"	STATION 5+00
22	CLEANOUT	18"	1'-0"	STATION 5+20
23	MANHOLE	36"	4'-0"	STATION 5+40
24	CLEANOUT	18"	1'-0"	STATION 5+60
25	MANHOLE	36"	4'-0"	STATION 5+80
26	CLEANOUT	18"	1'-0"	STATION 6+00
27	MANHOLE	36"	4'-0"	STATION 6+20
28	CLEANOUT	18"	1'-0"	STATION 6+40
29	MANHOLE	36"	4'-0"	STATION 6+60
30	CLEANOUT	18"	1'-0"	STATION 6+80
31	MANHOLE	36"	4'-0"	STATION 7+00
32	CLEANOUT	18"	1'-0"	STATION 7+20
33	MANHOLE	36"	4'-0"	STATION 7+40
34	CLEANOUT	18"	1'-0"	STATION 7+60
35	MANHOLE	36"	4'-0"	STATION 7+80
36	CLEANOUT	18"	1'-0"	STATION 8+00
37	MANHOLE	36"	4'-0"	STATION 8+20
38	CLEANOUT	18"	1'-0"	STATION 8+40
39	MANHOLE	36"	4'-0"	STATION 8+60
40	CLEANOUT	18"	1'-0"	STATION 8+80
41	MANHOLE	36"	4'-0"	STATION 9+00
42	CLEANOUT	18"	1'-0"	STATION 9+20
43	MANHOLE	36"	4'-0"	STATION 9+40
44	CLEANOUT	18"	1'-0"	STATION 9+60
45	MANHOLE	36"	4'-0"	STATION 9+80
46	CLEANOUT	18"	1'-0"	STATION 10+00
47	MANHOLE	36"	4'-0"	STATION 10+20
48	CLEANOUT	18"	1'-0"	STATION 10+40
49	MANHOLE	36"	4'-0"	STATION 10+60
50	CLEANOUT	18"	1'-0"	STATION 10+80

JOINT TRENCH OCCUPANCY GUIDE

TRENCH DEPTH	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
0'-0" TO 4'-0"	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
4'-0" TO 6'-0"	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
6'-0" TO 8'-0"	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
8'-0" TO 10'-0"	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
10'-0" TO 12'-0"	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
12'-0" TO 14'-0"	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
14'-0" TO 16'-0"	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
16'-0" TO 18'-0"	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
18'-0" TO 20'-0"	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
20'-0" TO 22'-0"	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
22'-0" TO 24'-0"	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
24'-0" TO 26'-0"	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
26'-0" TO 28'-0"	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
28'-0" TO 30'-0"	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
30'-0" TO 32'-0"	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
32'-0" TO 34'-0"	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
34'-0" TO 36'-0"	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
36'-0" TO 38'-0"	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
38'-0" TO 40'-0"	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
40'-0" TO 42'-0"	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
42'-0" TO 44'-0"	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
44'-0" TO 46'-0"	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
46'-0" TO 48'-0"	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
48'-0" TO 50'-0"	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
50'-0" TO 52'-0"	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
52'-0" TO 54'-0"	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
54'-0" TO 56'-0"	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
56'-0" TO 58'-0"	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
58'-0" TO 60'-0"	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
60'-0" TO 62'-0"	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
62'-0" TO 64'-0"	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
64'-0" TO 66'-0"	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
66'-0" TO 68'-0"	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
68'-0" TO 70'-0"	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
70'-0" TO 72'-0"	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
72'-0" TO 74'-0"	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
74'-0" TO 76'-0"	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
76'-0" TO 78'-0"	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
78'-0" TO 80'-0"	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
80'-0" TO 82'-0"	1	1																								

**SAN FRANCISCO PUBLIC UTILITIES COMMISSION
REVOCABLE LICENSE**

(License #P4588)

(Partially replacing and superseding
SFPUC Revocable Permit No. P3862 dated August 5, 1999
only to the extent it applies to Parcel No. 9)

THIS REVOCABLE LICENSE (this “**License**”) dated for reference purposes only as of July 14, 2023, is made by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“**City**”), acting by and through its Public Utilities Commission (the “**SFPUC**”), and CITY OF SAN BRUNO, a municipal corporation (“**Licensee**”). City and Licensee are sometimes collectively referred to in this License as the “**Parties**” or singularly as a “**Party**.”

RECITALS

- A.** City owns real property identified as San Mateo County Assessor’s Parcel Numbers 093-340-060 and 093-340-020 in San Bruno. This property is also designated as Parcel No. 9 (“**Parcel No. 9**”) of the lands granted to City pursuant to that certain deed entitled “Market Street Railway Company to the City and County of San Francisco Transportation System Properties dated as of September 29, 1944.” The SFPUC refers to the lands conveyed under the deed as the “**Former Muni Right of Way**.”
- B.** City and Licensee are parties to a Revocable Permit dated August 5, 1999 (“**1999 Permit**”) whereby City licenses to Licensee portions of Parcel No. 10 and a portion of Parcels No. 9, 11 and 12 of the Former Muni Right of Way (“**Permit Area**”), as more particularly described in the attached **Exhibit A** and shown in the attached **Exhibit B**. Pursuant to the Permit, Licensee uses the Permit Area, including Parcel No. 9, to maintain a roadway, landscaping, and underground utility facilities on Huntington Avenue in San Bruno.
- C.** Licensee proposes to construct a two-way bicycle path (“**Project**”) on Parcel No. 9, among other property. The Project will narrow the existing roadway median and vehicle travel lanes on Huntington Avenue to accommodate the construction of the bicycle path while also maintaining a pedestrian sidewalk along the northbound direction of the roadway.
- D.** Licensee seeks to acquire Parcel No. 9 in fee from City to install and maintain the bicycle path on Huntington Avenue between Forest Avenue and San Bruno Avenue on Parcel No. 9, and City desires to sell Parcel No. 9 to Licensee (“**Sale Transaction**”).
- E.** Prior to the completion of the Sale Transaction, Licensee desires to enter into a new short-term license allowing Licensee to continue to use Parcel No. 9 and to install the Project improvements on Parcel No. 9. Licensee acknowledges and agrees that (i) time is of the essence regarding its obligations to complete the Sale Transaction no later than two (2) years from the Actual Commencement Date of this License (“**Transaction Deadline**”); and (ii) but for Licensee’s express promise to complete the Sale Transaction

by the Transaction Deadline, City would not agree to issue this License to allow Licensee to install permanent improvements on Parcel No. 9.

- F. City and Permittee now desire to enter into this License to, among other things: (a) allow Licensee to install the Permitted Improvements (as hereinafter defined) on behalf of the Project; and (b) revoke, supersede and replace the 1998 Permit only as to the extent it applies to Parcel No. 9 with the terms contained in this License.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing Recitals, which are incorporated into this License by this reference, the mutual covenants and obligations of the Parties contained in this License, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agrees as follows.

BASIC LICENSE INFORMATION

The following is a summary of basic license information (the "**Basic License Information**"). Each item below shall be deemed to incorporate all of the terms set forth in this License pertaining to such item. In the event of any conflict between the information in this Section and any more specific provision of this License, the more specific provision shall control.

City:	CITY AND COUNTY OF SAN FRANCISCO, acting by and through its Public Utilities Commission
Licensee:	CITY OF SAN BRUNO, a municipal corporation
License Area (Section 1):	Parcel No. 9 in San Bruno, California, as more particularly described in the attached Exhibit A and shown in the attached Exhibit B , together with any appurtenances.
Term (Section 2):	Parcel No. 9: Two (2) years commencing on the Commencement Date. Actual Commencement Date: <u>August 1, 2023</u> License Term Expiration Date: <u>July 31, 2025</u>
Permitted Acts [or Improvements] (Section 4(a)):	(i) The installation of a two-way bicycle path; (ii) the modification of an existing roadway, median and concrete sidewalk to allow for the installation of the bicycle path; (iii) the installation of pedestrian signal lighting; (iv) the construction of drainage inlet improvements, and (v) the installation of the thermoplastic striping (" Permitted Improvements ") and the use, maintenance, repair and replacement of the Permitted Improvements.
Application Fee	\$2,000

(Section 7(a)):	
Recurring Use Fee (Section 7(b)):	\$2,400 with five percent (5%) annual increases
Licensee's Share of Property Taxes:	See <u>Section 30</u> [Taxes, Assessments, Licenses, License Fees, and Liens].
Notices:	See <u>Section 31</u> [Notices].
Key Contact for City:	SFPUC Real Estate Director
Telephone No. and Email:	(415) 487-5210 RES@sfpuc.org
Key Contact for Licensee:	Mr. Harry Yip Senior Civil Engineer (Traffic)
Telephone No. and Email:	(650) 616-7052 hyip@sanbruno.ca.gov
Alternate Contact for Licensee:	City of San Bruno – Public Works Department
Telephone No. and Email:	(650) 616-7065 PWEngineering@sanbruno.ca.gov

City and Licensee agree as follows:

1. License.

(a) City confers to Licensee a revocable, personal, non-exclusive, and non-possessory privilege to enter upon and use that certain real property owned by City situated in the County of San Mateo, State of California, more particularly described in the attached **Exhibit A** (the “**License Area**”), for the limited purpose and subject to the terms, conditions, and restrictions set forth below. The License Area is shown generally the Drawing attached as **Exhibit B**. This License gives Licensee a license only and notwithstanding anything to the contrary in this License, it does not constitute a grant by City of any ownership, leasehold, easement, or other property interest or estate whatsoever in any portion of the License Area. Nothing in this License shall be construed as granting or creating any franchise rights pursuant to any federal, state, or local laws.

THE PRIVILEGE GIVEN TO LICENSEE UNDER THIS LICENSE IS EFFECTIVE ONLY INsofar AS THE RIGHTS OF CITY IN THE LICENSE AREA ARE CONCERNED, AND LICENSEE SHALL OBTAIN ANY FURTHER PERMISSION NECESSARY BECAUSE OF ANY OTHER EXISTING RIGHTS AFFECTING THE LICENSE AREA. WITHOUT LIMITING THE FOREGOING, THIS LICENSE IS BEING ISSUED SUBJECT AND SUBORDINATE TO ALL OF THE TERMS AND CONDITIONS OF THAT CERTAIN DEED

DATED AND RECORDED SEPTEMBER 29, 1944 IN VOLUME 1161, AT PAGE 1, OF OFFICIAL RECORDS OF SAN MATEO COUNTY, PURSUANT TO WHICH CITY ACQUIRED ITS INTEREST IN THE LICENSE AREA, A COPY OF WHICH IS ATTACHED TO THIS LICENSE AS **EXHIBIT C** (THE “**DEED**”), AND ALL OTHER EXISTING AND FUTURE DOCUMENTS AND INSTRUMENTS OF RECORD AFFECTING THE LICENSE AREA (COLLECTIVELY, WITH THE DEED, THE “**RECORDED DOCUMENTS**”). LICENSEE MUST SECURE ALL ADDITIONAL NECESSARY APPROVALS, PERMITS, LICENSES, AND CONSENTS, AND DELIVER ALL NECESSARY NOTICES, BEFORE COMMENCING WORK IN THE LICENSE AREA, INCLUDING ANY APPROVALS, PERMITS, LICENSES, CONSENTS, OR NOTICES REQUIRED FROM OR TO THE CITY AND COUNTY OF SAN FRANCISCO UNDER THE RECORDED DOCUMENTS. FOR CITY’S BENEFIT, LICENSEE COVENANTS AND AGREES THAT LICENSEE SHALL FULLY COMPLY WITH THE TERMS AND CONDITIONS OF THE RECORDED DOCUMENTS AND ANY OTHER RULES AND REGULATIONS PROMULGATED BY CITY AS THEY APPLY TO ANY WORK TO BE PERFORMED OR FACILITIES TO BE INSTALLED BY LICENSEE ON THE LICENSE AREA PURSUANT TO THIS LICENSE, AND CITY SHALL HAVE NO RESPONSIBILITY OR LIABILITY OF ANY KIND WITH RESPECT THERETO. LICENSEE ACKNOWLEDGES AND AGREES THAT NEITHER CITY NOR ANY OF ITS DEPARTMENTS, COMMISSIONS, OFFICERS, DIRECTORS, AND EMPLOYEES, AND ALL PERSONS ACTING BY, THROUGH, OR UNDER EACH OF THEM HAVE MADE, AND CITY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE PRESENT OR FUTURE SUITABILITY OF THE LICENSE AREA FOR LICENSEE’S INTENDED WORK OR FACILITIES, THE IMPACT OF ANY TERM OR CONDITION OF THE RECORDED DOCUMENTS ON LICENSEE’S RIGHTS UNDER THIS LICENSE, OR THE ABILITY TO OBTAIN OR DELIVER, OR THE PROCEDURE FOR OBTAINING OR DELIVERING, ANY NECESSARY APPROVALS, LICENSES, PERMITS, CONSENTS OR NOTICES FROM OR TO THE CITY AND COUNTY OF SAN FRANCISCO UNDER THE RECORDED DOCUMENTS OR ANY OTHER PARTY WITH RESPECT TO ANY MATTERS CONTAINED IN THIS LICENSE.

(b) Partial Supersession and Revocation. Effective as of the Commencement Date (defined in **Section 2** [Term of License] below), this License shall immediately supersede, replace, and revoke the 1999 Permit only to the extent the 1999 Permit applies to Parcel No. 9, and the 1999 Permit shall be deemed to have terminated as to Parcel No. 9 as of the Commencement Date and have no further force or effect thereafter; provided, however, that any provisions expressly stated to survive under any the 1999 Permit shall continue; provided, further that such termination shall not nullify or release Licensee of any obligations accruing under any such instrument with respect to periods prior to the Commencement Date.

2. Term of License. The privilege conferred to Licensee pursuant to this License shall commence on the Actual Commencement Date, as shown in the Basic License Information. The Actual Commencement Date is the date on which this License is executed and delivered by City following the SFPUC authorization and approval and the receipt of all fees, insurance certificates, and security required to be provided by this License (the “**Commencement Date**”), and, following the Commencement Date, the term of this License shall expire the earlier of: **(i)** Two (2) years after the Commencement Date, or **(ii)** upon written notice from City revoking this License. At its sole option, City may freely revoke this License at any time without cause or

liability, and without any obligation to pay any consideration to Licensee or return to Licensee any part of the license fee or, if applicable, the use fee. Upon any such revocation, Licensee will immediately surrender the License Area in the condition required by this License.

3. Intentionally Omitted.

4. Use of License Area. Permitted Acts: Licensee may enter and use the License Area for the sole purposes of (i) the installation of a two-way bicycle path; (ii) the modification of an existing roadway, median and concrete sidewalk to allow for the installation of the bicycle path; (iii) the installation of pedestrian signal lighting; (iv) the construction of drainage inlet improvements, and (v) the installation of the thermoplastic striping, all in strict accordance with Section 5(a) [Approval of Plans and Specifications] below, and for no other purpose whatsoever.

5. Installation of Facilities. Licensee may perform the permitted acts described in Section 4(a) (Permitted Acts) above on the License Area and may install certain facilities consisting of two-way bicycle path, pedestrian signal lighting, drainage inlet, and thermoplastic striping (the “**Facilities**”) on the License Area only upon satisfaction of the following conditions, which are for City’s sole benefit:

(a) **Approval of Plans and Specifications.** Licensee may perform the permitted acts described in Section 4(a) [Permitted Acts] above on the License Area in accordance with the plans and specifications (including drawings) approved in advance and in writing by the SFPUC and attached as **Exhibit D** (the “**Approved Plans and Specifications**”). The Approved Plans may be revised or amended only with the SFPUC’s prior written approval after the SFPUC’s Bureau of Environmental Management has determined that no further environmental review is required by CEQA as a result of any such revision or amendment.

(b) **Energy Service and Related Facilities.** If Licensee seeks electrical service for use in the License Area or for any licensed Facilities, Licensee shall contact the Interconnection Services Department in the Power Enterprise of the SFPUC to arrange for service. Licensee shall purchase all electricity necessary for its operations at the License Area from the SFPUC, at the SFPUC’s standard rates charged to third parties, unless the SFPUC determines, in its sole judgment, that it is not feasible to provide such service to the License Area. The SFPUC is the provider of electric services to City property, and the SFPUC’s Interconnection Services Department coordinates with Pacific Gas and Electric Company and others to implement this Section. Except as provided above with respect to any electricity services provided by the SFPUC, Licensee shall make arrangements and pay for all utilities and services furnished to the License Area, including gas, electricity, water, sewage, telephone, and trash collection services, and for all deposits, connection, and installation charges.

Except as otherwise provided in this License, the SFPUC has no responsibility or liability of any kind with respect to any utilities that may be on or about the License Area. Licensee has the sole responsibility to locate any utility facilities within the License Area and protect them from damage resulting from Licensee’s use of the License Area.

(c) **Permits, Licenses, and Approvals.** Before beginning any permitted improvement or alteration work in the License Area, Licensee shall obtain any and all permits, licenses, and approvals (collectively, “**Approvals**”) of all regulatory agencies and other third parties that are required to commence, complete, and maintain the permitted work. Promptly

upon receipt of such Approvals, Licensee shall deliver copies of them to the SFPUC. No approval by the SFPUC for purposes of Licensee's work under this License shall be deemed to constitute the approval of any federal, state, or local regulatory authority with jurisdiction, and nothing in this License shall limit Licensee's obligation to obtain all such regulatory Approvals, at Licensee's sole cost.

(d) **Limits of City's or SFPUC's Consent.** City's or the SFPUC's consent to or approval of any improvements, equipment, or fixtures shall not relieve Licensee or its engineers, architects, or contractors from any liability for negligence, errors, or omissions associated with the design and construction of any such improvements, equipment, or fixtures. In no event shall the SFPUC's approval of plans or specifications be deemed to constitute a representation or warranty by City concerning the suitability of the improvements, equipment, or fixtures for Licensee's purposes or that the work called for in the plans and specifications complies with applicable building codes or other applicable Laws (defined in Section 9 [Compliance with Laws] below), or industry standards, nor shall such approval release Licensee from its obligation to supply plans and specifications that conform to applicable building codes, other applicable Laws, and industry standards.

(e) **Exercise of Due Care.** Licensee shall use, and shall cause its Agents (defined in Section 19 [Indemnity] below) to use, due care at all times to avoid any damage or harm to City's water pipelines, facilities, or other property and to native vegetation and natural attributes of the License Area and to minimize slope erosion. Licensee shall not disturb the surface of the License Area or perform any excavation work without City's prior written approval, which City may withhold at its sole discretion. City may condition and/or oversee any permitted excavation work. At its own expense, Licensee shall mark the location of City's water pipelines or other facilities within the License Area and shall not use any pick, plow, or other sharp tool to remove the two feet of soil around the pipelines or other facilities, provided that Licensee may use hand shovels or pneumatic shovels in compliance with all other terms and conditions of this License. Licensee shall immediately inform City of any actual or potential damage to the coating of the pipeline, and any such damage shall be promptly repaired by Licensee, at its own expense, to City's satisfaction prior to backfilling; provided, at its sole discretion, City may elect to make any necessary repairs itself, at Licensee's sole cost, by notifying Licensee of such fact. Upon completion of the repairs, City shall send to Licensee a bill therefor, which Licensee shall pay within thirty (30) days following receipt. Under no circumstances shall Licensee damage, harm, or take any rare, threatened, or endangered species present on or about the License Area.

(f) **Cooperation with Public Utilities Commission.** Licensee and its Agents shall work closely with City personnel to minimize any potential disturbance (even if temporary) of the natural features of the License Area and to avoid disruption (even if temporary) of City facilities, in, under, on, or about the License Area and City uses of such facilities.

(g) **Intentionally Omitted.**

(h) **Intentionally Omitted.**

(i) **Restoration of License Area.** Following completion of any work permitted under this License, Licensee shall promptly remove all debris and any excess dirt and shall restore the License Area to its condition immediately prior to such work, to City's satisfaction. Licensee shall restore any damage caused to existing roads and restore excavated areas with new

vegetation (including irrigation and maintenance until established) and erosion control netting, all as requested by City, and shall comply with all applicable regulations of the regulatory agency with jurisdiction.

(j) **Intentionally Omitted.**

(k) **As-Built Drawings/Reports.** Promptly upon completion of the installation of the Facilities, Licensee shall furnish the SFPUC with two (2) complete copies of final as-built drawings for the Facilities, which drawings shall include sufficient detail so as to allow City to precisely locate the Facilities. If Licensee or any of its Agents or consultants prepares any environmental, seismic, geophysical, or other written report relating to the License Area and/or any work performed on the License Area, Licensee shall furnish to City a complete copy of such report, including any schedules, exhibits, and maps, promptly upon completion of the same.

(l) **Responsibility for Maintenance of Facilities.** Licensee shall be solely responsible for repairing and maintaining all Facilities placed in or on the License Area pursuant to this License in good and safe condition, and City shall have no duty whatsoever for any repair or maintenance of the License Area or any such Facilities.

(m) **Revocability.** The installation of the Facilities or improvements to or alterations of, the License Area, regardless of cost, shall not in any way whatsoever limit City's right to revoke this License pursuant to its terms or any of City's other rights under this License.

6. **Restrictions on Use.** The following uses (by way of example only) of the License Area by Licensee, or any other person claiming by or through Licensee, are inconsistent with the limited purpose of this License and are strictly prohibited as provided below:

(a) **Improvements.** Except as otherwise expressly provided in this License, Licensee shall not construct or place any temporary or permanent structures or improvements in, on, under, or about the License Area, nor shall Licensee make any alterations or additions to any existing structures or improvements on the License Area, unless Licensee first obtains the SFPUC's prior written consent, which the SFPUC may give or withhold at its sole and absolute discretion. For purposes of this License, the term "improvements" includes asphalt, concrete, and cementitious driveways, sidewalks, and parking areas, shacks, storage facilities, and fences.

(b) **Trees and Other Plantings.** Licensee shall not plant any trees or other vegetation in or on the License Area, except as otherwise expressly provided in this License and except in accordance with detailed plans consistent with the SFPUC's Vegetation Management Policy, which may be amended from time to time and as approved by the SFPUC in writing in advance.

(c) **Dumping.** Licensee shall not cause or permit the dumping or other disposal in, on, under, or about the License Area of landfill, refuse, Hazardous Material (defined in subsection (d) [Hazardous Material] below), or any other materials, including materials that are unsightly or could pose a hazard to the human health or safety, native vegetation or wildlife, or the environment.

(d) **Hazardous Material.** Licensee shall not cause, nor shall Licensee allow any of its Agents or Invitees (defined in Section 19 [Indemnity] below) to cause, any Hazardous

Material to be brought upon, kept, used, stored, generated, released, or disposed of in, on, under, or about the License Area, or transported to, from, or over the License Area. Licensee shall immediately notify City when Licensee learns of, or has reason to believe that, a release of Hazardous Material has occurred in, on, under, or about any part of the License Area. Licensee shall further comply with all applicable Laws requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary or desirable to mitigate the release or minimize the spread of contamination. If Licensee or its Agents or Invitees cause a release of Hazardous Material, Licensee shall promptly return the License Area to the condition immediately prior to the release, without cost to City, in accordance with all Laws, and using the highest and best technology available. In connection with such remedial action, Licensee shall afford City a full opportunity to participate in any discussion or negotiations with governmental agencies and environmental consultants regarding any settlement agreement, cleanup or abatement agreement, consent decree, or other compromise proceeding involving Hazardous Material, and any other abatement or cleanup plan, strategy, and procedure. For purposes of this License, “**Hazardous Material**” means material that, because of its quantity, concentration, or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state, or local governmental authority to pose a present or potential hazard to public health, welfare, or the environment. Hazardous Material includes the following: any material or substance defined as a “hazardous substance, pollutant or contaminant” pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 *et seq.*, or pursuant to Section 25316 of the California Health & Safety Code or any other federal, state, or local Law; a “hazardous waste” listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the License Area or are naturally occurring substances in the License Area; and any petroleum, including crude oil or any crude-oil fraction, natural gas, or natural gas liquids, provided, the foregoing shall not prohibit Licensee from traversing to, from, and across the License Area in standard motor vehicles that do not exceed the weight limitations set forth below. The term “**release**” or “**threatened release**” when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under, or about the License Area.

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

(f) **Damage**. Licensee shall not do anything in, on, under, or about the License Area that could cause damage to or interference with any pipelines, facilities, or other property located in, on, under, or about the License Area. Licensee will compensate City for any and all damage caused to the License Area and City facilities resulting from the activities of Licensee and its Agents and Invitees, including damage resulting from defective work.

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

(h) **Ponding; Water Courses**. Licensee shall not cause any ponding on the License Area or any flooding on adjacent land. Licensee shall not engage in any activity that causes any

change, disturbance, fill, alteration, or impairment to the bed, bank, or channel of any natural water course, wetland, or other body of water on, in, under, or about the License Area, nor shall Licensee engage in any activity that could pollute or degrade any surface or subsurface waters or result in the diminution or drainage of such waters.

(i) **Intentionally Omitted.**

7. **License Fee(s).**

(a) **Application Fee.** Licensee shall pay to City a one-time non-refundable license fee in the amount of Two Thousand Dollars (\$2,000) to cover City's processing, inspection, and other administrative costs. Such fee is payable at such time as Licensee signs and delivers this License to City. Payment shall be made by good check payable to the City and County of San Francisco and delivered to City in care of the Real Estate Director of the Real Estate Services of the San Francisco Public Utilities Commission at the address for notices to City specified in Section 31(a) [Notices] below, or such other place as City may designate in writing.

(b) **Recurring Use Fee.** In addition, throughout the term of this License beginning on the Commencement Date, Licensee shall pay to City a use fee in consideration of Licensee's use of the License Area. Starting on the Commencement Date and until any adjustments permitted by this License, the use fee payable shall be in the amount of Two Thousand Four Hundred Dollars (\$2,400) per year and paid in the amount of Two Hundred Dollars (\$200) per month. The use fee shall be paid to City in advance, without prior demand and without any deduction, setoff, or counterclaim whatsoever, before the Commencement Date and on or before the first day of each calendar year thereafter. The use fee for the first year or any partial year shall be prorated on the basis of a 360-day year. All sums payable by Licensee to City pursuant to this License shall be paid in cash or by good check, or wire transfer to the City and County of San Francisco and delivered to City in care of the Customer Service Bureau, Attn: Real Estate Billing, 525 Golden Gate Avenue, 3rd Floor, San Francisco, California, 94102, or such other place as City may designate in writing. Such use fee shall be prorated for any fractional month.

(c) **Annual Increases.** On each anniversary of the Commencement Date (the "**Adjustment Date**"), the annual use fee shall be adjusted to increase the then current annual fee by five percent (5%) of the annual fee for the year preceding such Adjustment Date.

(d) **Late Fees.** Licensee acknowledges that late payment by Licensee to City of the use fee or other sums due under this License will cause City to incur costs not contemplated by this License, the exact amount of which will be extremely difficult to ascertain. Such costs include processing and accounting charges. Accordingly, if the use fee or any other sum due from Licensee shall not be received by City within fifteen (15) days after such amount shall be due, Licensee shall pay to City a late charge of One Hundred Fifty Dollars (\$150). The Parties agree that such late charge represents a fair and reasonable estimate of the costs City will incur by reason of any late payment by Licensee. Acceptance of such late charge by City neither constitutes a waiver of Licensee's default with respect to such overdue amount, nor prevents City from exercising any of the other rights and remedies available to City.

(e) **Holding Over.** "**Holdover**" means any period after the License Term Expiration Date during which the License Area continues to be occupied by or on behalf of Licensee (whether with or without City's consent). Any holding over by or on behalf of Licensee after the

expiration of the License Term Expiration Date shall constitute a default by Licensee, shall be at a Use Fee of One Thousand Five Hundred Dollars (**\$1,500**) per month at the start of the Holdover and increase One Hundred Dollars (**\$100**) each subsequent month until reaching the amount of Five Thousand Dollars (**\$5,000**), and continue at the rate of a Use Fee of Five Thousand Dollars (**\$5,000**) per month until the completion of the Sale Transaction by Licensee, and shall entitle City to exercise any or all of its remedies as provided in this License, notwithstanding that City may elect to accept one or more payments of Rent, provided that Licensee will not pay holdover rent for periods of delay caused solely by City in closing the Sale Transaction by the License Term Expiration Date.

8. Required Insurance Coverages. Licensee's compliance with the provisions of this Section 8 shall in no way relieve or decrease Licensee's indemnification or other obligations under this License. Licensee must maintain in force, during the full term of this License, insurance in the amounts and coverages listed below. In addition, Licensee shall cause each Agent (defined in Section 19 [Indemnity] below) performing work on the License Area to procure and keep in effect during the course of such work appropriate amounts of insurance and add City as additional insureds for those respective policies.

(a) Commercial General Liability Insurance with limits not less than \$3,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Independent Contractors, Explosion, Collapse, and Underground (XCU), Broad Form Property Damage and Products, and Completed Operations.

(b) Commercial Automobile Liability Insurance with limits not less than \$2,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned, and Hired auto coverage, as applicable.

(c) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness.

(d) Additional Insured Endorsements.

(i) The Commercial General Liability and Pollution Liability policies must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(ii) The Commercial Automobile Liability Insurance policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(e) **Waiver of Subrogation Endorsements.** The Workers' Compensation policy(ies) and all Liability Policies referenced above shall be endorsed with a waiver of subrogation in favor of City for all work performed by Licensee or its Agents.

(f) Primary Insurance Endorsements.

(i) The Commercial General Liability policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to

any claims arising out of this License, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(ii) The Commercial Automobile Liability Insurance policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this License, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(iii) The Pollution Liability Insurance policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this License, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(iv) 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 that occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period.

(g) Other Insurance Requirements.

(i) Thirty (30) days' advance written notice shall be provided to City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to the City address set forth in Section 31 [Notices].

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

(iii) 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 annual aggregate limit shall be double the occurrence or claims limits specified above.

(iv) Should any required insurance lapse during the term of this License, requests for payments originating after such lapse shall not be processed until City receives satisfactory evidence of reinstated coverage as required by this License, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this License effective on the date of such lapse of insurance.

(v) Prior to the Commencement Date of this License, Licensee shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Licensee and its contractors shall submit or cause their respective insurance brokers to submit requested information through the Exigis insurance verification program designated by City or

any successor program used by City for verification of Licensee and contractor insurance coverage. Approval of the insurance by City shall not relieve or decrease Licensee's liability hereunder. If Licensee shall fail to procure such insurance, or to deliver such policies or certificates, at its option, City may procure the same for the account of Licensee, and Licensee shall reimburse City for any costs so paid by City within five (5) business days after delivery to Licensee of bills therefor.

(vi) If Licensee will use any subcontractor(s) to perform the Permitted Acts, Licensee shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees, and the Licensee as additional insureds.

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

(h) Self-Insurance.

Licensee shall have the right to self-insure with respect to any of the insurance requirements required under this License, to the extent permitted by applicable law. If Licensee elects to self-insure with respect to any of the insurance requirements required under this License, before the Commencement Date and upon written request by the SFPUC, within thirty (30) days of the commencement of each year thereafter, Licensee shall submit to the SFPUC a certificate of self-insurance signed by a duly authorized representative of Licensee, such certificate evidencing that Licensee's self-insurance program is adequately funded, in full force and effect and in compliance with and subject to all the terms, agreements, covenants, conditions and provisions of this License. If Licensee elects to self-insure, Licensee shall give City prompt written notice of any significant change in or the depletion of its self-insurance fund. Notwithstanding the foregoing, Licensee is also responsible for causing any contractors, subcontractors, and/or Agents to maintain commercially reasonable insurance coverages and coverage limits as required under this License.

Any deductibles or self-insured retentions must be declared. All deductibles and self-insured retentions shall be paid by Licensee.

With respect to any claim, loss, or liability that would have been covered by the insurance policies (including the status as an "additional insured" thereunder of City, the SFPUC, and their respective Agents and Employees) required by this License to be maintained by Licensee but within the self-insured retention or deductible amount, Licensee shall cover such claim, loss, or liability on the same basis as the insurance arrangements or deductibles on such insurance policies, including such insurance carrier responsibility to protect City, the SFPUC, and their respective Agents and Employees as an "additional insured."

9. Compliance with Laws. At its expense, Licensee shall conduct and cause to be conducted all activities on the License Area permitted by this License in a safe and reasonable

manner and in compliance with all laws, statutes, ordinances, rules, regulations, policies, orders, edicts, and the like (collectively, “**Laws**”) of any governmental or other regulatory entity with jurisdiction (including the Americans with Disabilities Act) and all covenants, restrictions, and provisions of record, whether presently in effect or subsequently adopted and whether or not in the contemplation of the parties. At its sole expense, Licensee shall procure and maintain in force at all times during its use of the License Area any and all business and other licenses or approvals necessary to conduct the activities allowed by this License. City is entering into this License in its capacity as a property owner with a proprietary interest in the License Area and not as a regulatory agency with police powers. No approval by City for purposes of this License shall be deemed to constitute approval of any federal, state, City, or other local regulatory authority with jurisdiction, and nothing in this License shall limit Licensee’s obligation to obtain all such regulatory approvals at Licensee’s sole cost, or limit in any way City’s exercise of its police powers.

10. Covenant to Maintain License Area. Throughout the term of this License, at its sole cost, Licensee shall maintain the License Area at all times in a good, clean, safe, secure, sanitary, and slightly condition, so far as the License Area may be affected by Licensee’s activities under this License.

11. Removal or Alteration of Facilities or Improvements. Without limiting City’s rights under this License, at City’s written request, Licensee shall promptly alter or remove, at its sole expense, any and all Facilities, improvements, plantings, or other property installed or placed in, on, under, or about the License Area by Licensee, as may be necessary to avoid any actual or potential interference with the installation, construction, maintenance, operation, repair, replacement, or removal of any of City’s pipelines, power lines, facilities, or other structures now or later constructed or with any other operations or land uses by City. In the request, City may specify reasonable time limits for completion of the work. If, after such written notice, Licensee fails to complete the requested work within the prescribed time limits, City may perform the requested work and charge Licensee all costs and expenses so incurred by City. Such amount shall be due and payable upon City’s demand. In the event of an emergency, at City’s sole option, at Licensee’s sole expense, and without notice, City may, alter, remove, or protect any and all facilities, improvements, plantings, or other property installed or placed in, on, under, or about the License Area by Licensee except for utility facilities owned by either a private company or a public agency that are necessary for operations after an emergency as determined by City at its sole discretion. Upon City’s written or oral notice that an emergency exists, the owner of such utility facilities shall take immediate action at its sole expense to protect, remove, or relocate such facilities as required by City to meet the emergency.

12. Interruption or Disruption of License Area. Without limiting City’s rights under this License or any applicable Laws, if Licensee’s use of the Combined License Area is interrupted or disrupted for any reason in connection with any SFPUC request for removal or alteration of Licensee’s Facilities located on the Combined License Area pursuant to Section 12 [Removal or Alteration of Facilities] above, At its sole cost, Licensee shall be responsible for: **(a)** any and all costs of alteration, removal, and/or restoration of Licensee’s Facilities or other improvements or alterations to a condition similar to that which existed prior to such interruption, disruption, alteration, or removal, and **(b)** the implementation or satisfaction of any mitigation measures or obligations that may arise under any applicable Laws, including the California Environmental Quality Act (“**CEQA**”), related to any interruption or disruption of Licensee’s use of the

Combined License Area. City shall not be responsible for mitigation of any potential recreational use impacts or other impacts associated with any interruption or disruption of use of the Combined License Area, or any related costs. If Licensee fails to promptly perform its obligations under this Section, at its sole option, City may elect to terminate this License immediately by written notice, or to exercise any and all other rights or remedies available to City under this License or at law, including the rights set forth in Section 17 [City's Right to Cure Defaults by Licensee] of this License.

City would not be willing to give this License in the absence of Licensee's assurances under this Section 13, and Licensee expressly assumes any and all liability or obligations that may arise under this Section 13.

13. Signs. Except for any pipeline markers required by City or any regulatory agency with jurisdiction, Licensee shall not place, erect, or maintain any sign, advertisement, banner, or similar object in, on, or about the License Area without City's prior written consent, which City may give or withhold at its sole discretion; provided, however, that, without City's prior written consent, if necessary for Licensee's construction use, Licensee may place in the License Area a temporary sign of less than thirty (30) days' duration that does not penetrate the ground surface. City provides its preapproval and an exception to the requirements of this Section for an explanatory sign educating the public about the Licensee's project on the License Area, which sign is permitted to remain on the License Area for the duration of construction of the Project.

14. Surrender. Upon the expiration of this License or within ten (10) days after any sooner revocation or other termination of this License, Licensee shall surrender the License Area in the same condition as received, and broom clean, free from hazards, and clear of all debris. At such time, Licensee shall remove all of its property from the License Area and any signs and, upon City's request, the Facilities and any other structures, improvements, or alterations placed on the License Area during the term of this License, and shall repair, at its cost, any damage to the License Area caused by such removal. Licensee's obligations under this Section shall survive any termination of this License.

15. Repair of Damage. If any portion of the License Area or any City property located on or about the License Area is damaged or threatened by any of the activities conducted by Licensee or anyone acting by or through Licensee, at its sole cost, Licensee shall promptly notify City of such damage or threat by **(a)** telephoning the SFPUC's dispatch operator as specified in Section 31(b) [Emergency Contacts] below, and **(b)** providing written notice in accordance with Section 31(a) [Notices] below. City may, but shall not be obligated to, remedy such damage or threat at Licensee's sole cost, or City may elect to witness Licensee's repair work. If City elects not to remedy such damage or threat, Licensee shall repair any and all such damage and restore the License Area or property to its previous condition subject to City's inspection, review, and approval. City has no responsibility or liability of any kind with respect to any utilities that may be on, in, or under the License Area. Licensee is solely responsible for the location of any such utilities and other existing facilities and their protection from damage. Licensee shall be solely responsible to arrange and pay directly for any utilities or services necessary for its activities pursuant to this License; provided, Licensee shall obtain City's prior written approval to the provision of such services or utilities in, on, under, or through the License Area.

16. City's Right to Cure Defaults by Licensee. If Licensee fails to perform any of its obligations under this License to restore the License Area, remove or alter any of Licensee's

Facilities, or improvements or alterations, or repair damage, or if Licensee defaults in the performance of any of its other obligations under this License, then, at its sole option, City may remedy such failure for Licensee's account and at Licensee's expense by providing Licensee with three (3) days' prior written notice of City's intention to cure such default (except that no such prior notice shall be required in the event of an emergency as determined by City). Such action by City shall not be construed as a waiver of any of City's rights or remedies under this License, and nothing in this License shall imply any duty of City to do any act that Licensee is obligated to perform. Licensee shall pay to City upon demand, all costs, damages, expenses, or liabilities incurred by City, including reasonable attorneys', experts', and consultants' fees, in remedying or attempting to remedy such default. Licensee's obligations under this Section shall survive the termination of this License.

17. No Costs to City. Licensee shall bear all costs or expenses of any kind or nature in connection with its use of the License Area, and shall keep the License Area free and clear of any liens or claims of lien arising out of or in any way connected with its use of the License Area.

18. Indemnity. Licensee shall indemnify, defend, reimburse, and hold harmless City, its officers, agents, employees, and contractors, and each of them, from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages, and liabilities of any kind ("**Claims**"), arising in any manner out of (a) any injury to or death of any person or damage to or destruction of any property occurring in, on, or about any part of the License Area, whether such injury, death, damage, or destruction is caused by the person or property of Licensee, its officers, directors, members, employees, agents, consultants, contractors, or subcontractors (collectively, "**Agents**"), its invitees, guests, or business visitors (collectively, "**Invitees**"), or third persons, relating to any use or activity under this License, (b) any failure by Licensee to faithfully observe or perform any of the terms, covenants, or conditions of this License, (c) the use of the License Area or any activities conducted on the License Area by Licensee, its Agents, or Invitees, (d) any release or discharge, or threatened release or discharge, of any Hazardous Material caused or allowed by Licensee, its Agents, or Invitees, on, in, under, or about the License Area, any improvements or into the environment, or (e) any failure by Licensee to faithfully observe or perform any terms, covenants, or conditions of the Recorded Documents to the extent that such terms, covenants, or conditions relate to or are triggered by the work to be performed or Facilities or other improvements or alterations installed pursuant to this License; except solely to the extent of Claims resulting directly from the gross negligence or willful misconduct of City or City's authorized representatives. In addition to Licensee's obligation to indemnify City, Licensee has an immediate and independent obligation to defend City from any claim that actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent, or false, which obligation arises at the time such claim is tendered to Licensee by City and continues at all times thereafter. The foregoing indemnity shall include reasonable attorneys', experts', and consultants' fees and costs, investigation and remediation costs, and all other reasonable costs and expenses incurred by the indemnified parties, including damages for decrease in the value of the License Area and claims for damages or decreases in the value of adjoining property. Licensee's obligations under this Section shall survive the expiration or other termination of this License.

19. Waiver of Claims.

(a) Neither City nor any of its commissions, departments, boards, officers, agents, or employees shall be liable for any damage to the property of Licensee, its officers, agents, employees, contractors, or subcontractors, or their employees, or for any bodily injury or death to such persons, resulting or arising from the condition of the License Area or its use by Licensee, or Licensee's Agents or Invitees.

(b) Because this License is freely revocable by City, Licensee expressly assumes the risk of making any expenditure in connection with this License, even if such expenditures are substantial. Without limiting any indemnification obligations of Licensee or other waivers contained in this License and as a material part of the consideration for this License, Licensee fully RELEASES, WAIVES, AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, City, its departments, commissions, officers, directors, and employees, and all persons acting by, through, or under each of them, under any present or future Laws, including any claim for inverse condemnation or the payment of just compensation under law or equity, if City exercises its right to revoke or terminate this License.

(c) Licensee acknowledges that it will not be a displaced person at the time this License is terminated or revoked or expires by its own terms, and Licensee fully RELEASES, WAIVES, AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, City, its departments, commissions, officers, directors, and employees, and all persons acting by, through, or under each of them, under any present or future Laws, including any and all claims for relocation benefits or assistance from City under federal and state relocation assistance laws.

(d) The fees payable pursuant to this License do not take into account any potential City liability for any consequential or incidental damages including lost profits and arising out of disruption to or any Facilities or other improvements or alterations installed pursuant to this License; or Licensee's uses of the License Area permitted by this License. City would not be willing to grant this License in the absence of a waiver of liability for consequential or incidental damages resulting from the acts or omissions of City or its departments, commissions, officers, directors, and employees, and by all persons acting by, through, or under each of them, and Licensee expressly assumes the risk with respect thereto. Accordingly, without limiting any indemnification obligations of Licensee or other waivers contained in this License and as a material part of the consideration for this License, Licensee fully RELEASES, WAIVES, AND DISCHARGES forever any and all claims, demands, rights, and causes of action against for consequential and incidental damages (including lost profits) and covenants not to sue for such damages City, its departments, commissions, officers, directors, and employees, and all persons acting by, through, or under each of them, arising out of this License or the uses authorized under this License, including any interference with uses conducted by Licensee pursuant to this License, regardless of the cause, and whether or not due to the negligence of City or its departments, commissions, officers, directors, and employees, and all persons acting by, through, or under each of them, except for the gross negligence and willful misconduct of City or its departments, commissions, officers, directors, and employees, and all persons acting by, through, or under each of them.

(e) As part of Licensee’s agreement to accept the License Area in its “As Is” condition as provided below, and without limiting such agreement, Licensee, on behalf of itself and its successors and assigns, waives its right to recover from, and forever releases and discharges, City and its officers, agents, and employees, and their respective heirs, successors, administrators, personal representatives, and assigns, from any and all Claims, whether direct or indirect, known or unknown, foreseen and/or unforeseen, that may arise on account of or in any way be connected with the physical or environmental condition of the License Area and any related improvements or any applicable Laws or the suitability of the License Area for Licensee’s intended use.

(f) In connection with the foregoing releases, Licensee acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Licensee acknowledges that the releases contained in this License include all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Licensee realizes and acknowledges that it has agreed upon this License in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of California Civil Code Section 1542, or any statute or other similar law now or later in effect. The releases contained in this License shall survive any termination of this License.

20. As Is Condition of License Area; Disability Access; Disclaimer of Representations.

Licensee accepts the License Area in its “AS IS” condition, without representation or warranty of any kind by City, its departments, commissions, officers, directors, and employees, and all persons acting by, through, or under each of them, and subject to all applicable Laws governing the use of the License Area. Without limiting the foregoing, this License is made subject to any and all existing and future covenants, conditions, restrictions, easements, encumbrances, and other title matters affecting the License Area, whether foreseen or unforeseen, and whether such matters are of record or would be disclosed by an accurate inspection or survey.

City discloses (i) City has not been issued a disability access inspection certificate as described in California Civil Code Section 55.53(e), (ii) pursuant to California Civil Code Section 1938, that City has not ordered, performed, or caused to be performed, a Certified Access Specialist (“CASp”) inspection of the License Area (sometimes referred to as “premises” or “subject premises” for the herein disclosures), and (iii) City makes the following statutory disclosure per California Civil Code Section 1938 (the required “CASp Disclosure”):

“A Certified Access Specialist (“CASp”) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of

the fee for the CASp inspection and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.”

21. No Assignment. This License is personal to Licensee and shall not be assigned, conveyed, or otherwise transferred by Licensee under any circumstances. Any attempt to assign, convey, or otherwise transfer this License shall be null and void and cause the immediate termination and revocation of this License.

22. Cessation of Use. Licensee will not terminate its activities on the License Area pursuant to this License without prior written notice to City.

23. No Joint Ventures or Partnership; No Authorization. This License does not create a partnership or joint venture between City and Licensee as to any activity conducted by Licensee on, in, or relating to the License Area. Licensee is not a state actor with respect to any activity conducted by Licensee on, in, under or around the License Area. City’s provision of this License does not constitute City’s authorization or approval of any activity conducted by Licensee on, in, around, or relating to the License Area.

24. MacBride Principles - Northern Ireland. The provisions of San Francisco Administrative Code Section 12F are incorporated into and made a part of this License by this reference. By signing this License, Licensee confirms that Licensee has read and understood that City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

25. Non-Discrimination in City Contracts and Benefits Ordinance.

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

(b) **Other Subcontracts.** Licensee shall include in all subcontracts relating to the License Area a non-discrimination clause applicable to such subcontractor in substantially the form of Section 26(a) [Covenant Not to Discriminate] above. In addition, Licensee shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Licensee’s failure to comply with the obligations in this subsection shall constitute a material breach of this License.

(c) **Non-Discrimination in Benefits.** Licensee does not as of the date of this License and will not during the term of this License, in any of its operations in San Francisco, on real property owned by City, or where the work is being performed for City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health

benefits, membership or membership discounts, moving expenses, pension and retirement benefits, or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

(d) **Condition to License.** As a condition to this License, Licensee shall execute the “Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits” form (Form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division.

(e) **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code relating to non-discrimination by parties contracting for the license of City property are incorporated in this Section by reference and made a part of this License as though fully set forth. Licensee shall comply fully with and be bound by all of the provisions that apply to this License under such Chapters of the San Francisco Administrative Code, including the remedies provided in such Chapters. Without limiting the foregoing, Licensee understands that pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this License may be assessed against Licensee and/or deducted from any payments due Licensee.

26. Requiring Health Benefits for Covered Employees. To the extent applicable and unless exempt or preempted by other Laws, Licensee shall comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (“HCAO”), as set forth in San Francisco Administrative Code Chapter 12Q (“**Chapter 12Q**”), including the implementing regulations, as the same may be amended or updated from time to time. The provisions of Chapter 12Q are incorporated into this License by reference and made a part of this License as though fully set forth in this License. The text of the HCAO is currently available on the web at <http://www.sfgov.org/olse/hcao>. Capitalized terms used in this Section and not defined in this License shall have the meanings assigned to such terms in Chapter 12Q.

(a) For each Covered Employee Licensee shall provide the applicable health benefit set forth in Section 12Q.3 of the HCAO. If Licensee chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

(b) Notwithstanding the above, if Licensee meets the requirements of a “small business” as described in Section 12Q.3(d) of the HCAO, it shall have no obligation to comply with subsection (a) above.

(c) Licensee’s failure to comply with any applicable requirements of the HCAO shall constitute a material breach by Licensee of this License and City’s remedies shall be those set forth in the HCAO. If, within thirty (30) days after receiving City’s written notice of a breach of this License for violating the HCAO, Licensee fails to cure such breach or, if such breach cannot reasonably be cured within such 30-day period, Licensee fails to commence efforts to cure within such period, or thereafter fails to diligently pursue such cure to completion, City shall

have the remedies set forth in Section 12Q.5(f)(1-5). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

(d) Any Contract or Subcontract regarding services to be performed on the License Area entered into by Licensee shall require the Contractors and Subcontractors, as applicable, to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Licensee shall notify the Purchasing Department when it enters into such a Contract or Subcontract and shall certify to the Purchasing Department that it has notified the Contractor or Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on the Contractor or Subcontractor through written agreement with such Contractor or Subcontractor. Licensee shall be responsible for ensuring compliance with the HCAO by each Contractor and Subcontractor performing services on the License Area. If any Contractor or Subcontractor fails to comply, City may pursue the remedies set forth in this Section against Licensee based on the Contractor's or Subcontractor's failure to comply, provided that the Contracting Department has first provided Licensee with notice and an opportunity to cure the violation.

(e) Licensee shall not discharge, reprimand, penalize, reduce the compensation of, or otherwise discriminate against, any employee for notifying City of any issue relating to the HCAO, for opposing any practice proscribed by the HCAO, for participating in any proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

(f) Licensee represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the requirements of the HCAO.

(g) Licensee shall keep itself informed of the requirements of the HCAO, as they may change from time to time.

(h) Upon request, Licensee shall provide reports to City in accordance with any reporting standards promulgated by City under the HCAO, including reports on Subcontractors or Contractors.

(i) Within five (5) business days after any request by City, Licensee shall provide City with access to pertinent records relating to any Licensee's compliance with the HCAO. In addition, City and its officers, agents, and employees may conduct random audits of Licensee at any time during the term of this License. Licensee shall cooperate with City in connection with any such audit.

27. Notification of Prohibition on Contributions. Licensee acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with City for the selling or leasing of any land or building to or from City whenever such transaction would require the approval by a City elective officer, the board on which that City elective officer serves, or a board on which an appointee of that individual serves, from making any campaign contribution to (a) the City elective officer, (b) a candidate for the office held by such individual, or (c) a committee controlled by such individual or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the contract is approved. Licensee acknowledges that the foregoing restriction applies only if the

contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$100,000 or more. Licensee further acknowledges that (i) the prohibition on contributions applies to each Licensee; each member of Licensee's board of directors, and Licensee's chief executive officer, chief financial officer, and chief operating officer; any person with an ownership interest of more than ten percent (10%) in Licensee; any subcontractor listed in the contract; and any committee that is sponsored or controlled by Licensee; and (ii) within thirty (30) days of the submission of a proposal for the contract, the City department seeking to enter into the contract must notify the Ethics Commission of the parties and any subcontractor to the contract. Additionally, Licensee certifies it has informed each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126 by the time it submitted a proposal for the contract to the City, and has provided the names of the persons required to be informed to the City department seeking to enter into that contract within thirty (30) days of submitting its contract proposal to the City department receiving that submittal, and acknowledges the City department receiving that submittal was required to notify the Ethics Commission of those persons.

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

29. Taxes, Assessments, Licenses, License Fees, and Liens.

(a) Licensee recognizes and understands that this License may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on such interest. Licensee further recognizes and understands that any transfer or assignment permitted under this License and any exercise of any option to renew or extend this License 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) Licensee shall pay taxes of any kind, including possessory interest taxes, that may be lawfully assessed on the interest created by this License and shall pay all other taxes, excises, licenses, permit charges, and assessments based on Licensee's usage of the License Area that may be imposed upon Licensee by law, all of which shall be paid when the same become due and payable and before delinquency.

(c) Licensee shall not allow or suffer a lien for any such taxes or charges to be imposed upon the License Area or upon any equipment or property located on the License Area without promptly discharging the same, provided that Licensee may contest the validity of the same by paying under protest or posting adequate (at City's sole discretion) security during any such contest.

30. Notices.

(a) Any notice, consent, or approval required or permitted to be given under this License shall be in writing and shall be given by (i) hand delivery, against receipt, (ii) reliable

next-business-day courier service that provides confirmation of delivery, or (iii) United States registered or certified mail, postage prepaid, return receipt required, and addressed as follows (or to such other address as either party may from time to time specify in writing to the other upon five (5) days' prior, written notice in the manner provided above):

City or the SFPUC: Real Estate Services Division
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 10th Floor
San Francisco, California 94102
Attn: Real Estate Director
Re: SFPUC Old MUNI ROW Parcel No. 9
License P4588
Telephone No.: (415) 487-5210

Licensee: City of San Bruno
567 El Camino Real
San Bruno, CA 94066
Attn: Public Works Department
Re: SFPUC Old MUNI ROW Parcel No. 9
License P4588
Telephone No.: (650) 616-7065
E-mail: PWEngineering@sanbruno.ca.gov

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

(b) **Emergency Contacts.** Licensee shall immediately notify the SFPUC's Millbrae Dispatch facility by phone at (650) 872-5900 of any emergency or incident requiring emergency response.

31. Prohibition of Tobacco Sales and Advertising. No advertising or sale of cigarettes or tobacco products is allowed on the License Area. This advertising prohibition includes the placement of the name of a company producing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product.

32. Prohibition of Alcoholic Beverage Advertising. No advertising of alcoholic beverages is allowed on the License Area. For purposes of this Section, "alcoholic beverage" shall be defined as set forth in California Business and Professions Code Section 23004, and shall not include cleaning solutions, medical supplies, and other products and substances not intended for drinking. This advertising prohibition includes the placement of the name of a company producing alcoholic beverages or the name of any alcoholic beverage in any promotion of any event or product.

33. Restrictions on the 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 City departments. Licensee shall not use or apply or allow the use or application of any pesticides on the License Area or contract with any person or entity to provide pest abatement or control services to the License Area without first receiving City’s written approval of an IPM plan that (a) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Licensee may need to apply to the License Area during the term of this License, (b) describes the steps Licensee will take to meet the City’s IPM Policy described in Section 300 of the IPM Ordinance and (c) identifies, by name, title, address, and telephone number, an individual to act as the Licensee’s primary IPM contact person with the City. Licensee shall comply, and shall require all of Licensee’s contractors to comply, with the IPM plan approved by the City and shall comply with the requirements of Sections 300(d), 302, 304, 305(f), 305(g), and 306 of the IPM Ordinance, as if Licensee were a City department. Among other matters, such provisions of the IPM Ordinance: (i) provide for the use of pesticides only as a last resort, (ii) prohibit the use or application of pesticides on property owned by the City, 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 City’s Department of the Environment), (iii) impose certain notice requirements, and (iv) require Licensee to keep certain records and to report to City all pesticide use at the License Area by Licensee’s staff or contractors.

If Licensee or Licensee’s contractor will apply pesticides to outdoor areas at the License Area, Licensee 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. City’s current Reduced Risk Pesticide List and additional details about pest management on City property can be found at the San Francisco Department of the Environment website, <http://sfenvironment.org/ipm>.

34. Conflict of Interest. Licensee acknowledges that it is familiar with the provisions of Section 15.103 of City’s Charter, Article III, Chapter 2 of City’s Campaign and Governmental Conduct Code, and Sections 87100 et seq. and Sections 1090 et seq. of the California Government Code and certifies that it does not know of any facts that would constitute a violation of said provisions. If Licensee becomes aware of any such fact during the term of this License, Licensee shall immediately notify City.

35. Disclosure. City’s Sunshine Ordinance (San Francisco Administrative Code Chapter 67) and the State Public Records Law (Gov’t Code Sections 6250 et seq.), apply to this License and any and all records, information, and materials submitted to City in connection with this License. Accordingly, any and all such records, information, and materials may be subject to public disclosure in accordance with City’s Sunshine Ordinance and the State Public Records Law. Licensee authorizes City to disclose any records, information, and materials submitted to City in connection with this License.

36. Food Service and Packaging Waste Reduction. Licensee shall comply fully with and be bound by all of the provisions of the Food Service and Packaging Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided therein, and implementing guidelines and rules. The provisions of Chapter 16 are

incorporated into this License by this reference and made a part of this License as though fully set forth. Capitalized terms used in this Section that are not otherwise defined in this License have the same meaning assigned to such terms in San Francisco Environment Code, Chapter 16. Accordingly, Licensee acknowledges that City contractors, lessees, and licensees may not use Disposable Food Service Ware that contains Polystyrene Foam in City Facilities while performing under a City contract, lease, or license, and shall instead use suitable Biodegradable/Compostable or Recyclable Disposable Food Service Ware. This provision is a material term of this License.

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

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

39. Criminal History in Hiring and Employment Decisions.

(a) Unless exempt, Licensee shall comply with and be bound by all of the provisions of San Francisco Administrative Code Chapter 12T (Criminal History in Hiring and Employment Decisions; “**Chapter 12T**”), which are hereby incorporated into this License by reference as the same may be amended from time to time, with respect to applicants and employees of Licensee who would be or are performing work at the License Area. Capitalized terms used in this Section that are not otherwise defined in this License shall have the meanings assigned to such terms in Chapter 12T.

(b) Licensee shall incorporate by reference the provisions of Chapter 12T in all contracts to perform work within the License Area and shall require all contractors to comply with such provisions. Licensee’s failure to comply with the obligations in this subsection shall constitute a material breach of the License.

(c) Licensee and its contractors performing work in the License Area shall not inquire about, require disclosure of, or if such information is received, base an Adverse Action on an applicant’s or potential applicant for employment, or employee’s: (i) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (ii) participation in or completion of a diversion or a deferral of judgment program; (iii) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (iv) a Conviction or any other adjudication in the juvenile justice system; (v) a Conviction that is more than seven years old, from the date of sentencing; or (vi) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

(d) Licensee and its contractors shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection (c) above. Licensee and its contractors shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

(e) Licensee and its contractors shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment with Licensee or its contractor at the License Area, that the Licensee or contractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

(f) Licensee and its contractors shall post the notice prepared by the Office of Labor Standards Enforcement (“**OLSE**”), available on OLSE’s website, in a conspicuous place at the License Area and at other workplaces within San Francisco where interviews for job opportunities at the License Area. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least five percent (5%) of the employees at the License Area or other workplace at which it is posted.

(g) Upon any failure to comply with the requirements of Chapter 12T, City shall have the right to pursue any rights or remedies available under Chapter 12T or the License, including a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant, or other person as to whom a violation occurred or continued, or termination or suspension in whole or in part of the License.

(h) If Licensee has any questions about the applicability of Chapter 12T, it may contact City’s Real Estate Division for additional information. City’s Real Estate Division may consult with the Director of City’s Office of Contract Administration who may also grant a waiver, as set forth in Section 12T.8.

40. San Francisco Packaged Water Ordinance. Licensee shall comply with San Francisco Environment Code Chapter 24 (“**Chapter 24**”). Licensee shall not sell, provide or otherwise distribute Packaged Water, as defined in Chapter 24 (including bottled water), in the performance of this License or on City property unless Licensee obtains a waiver from the City’s Department of the Environment. If Licensee violates this requirement, the City may exercise all remedies in this License and the Director of the City’s Department of the Environment may impose administrative fines as set forth in Chapter 24.

41. General Provisions. (a) This License may be amended or modified only by a writing signed by City and Licensee. (b) No waiver by any party of any of the provisions of this License shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. No waiver shall be deemed a subsequent or continuing waiver of the same, or any other, provision of this License. (c) The exhibits referenced in and attached to this instrument are incorporated into this License. (d) This License contains the entire agreement between the Parties regarding the subject matter of this License, and all prior written or oral negotiations, discussions, understandings, and agreements are merged into this License. (e) The Section and other headings of this License are for convenience of reference only and shall be disregarded in the interpretation of this License. (f) Time is of the essence in all matters relating to this License. (g) This License shall be

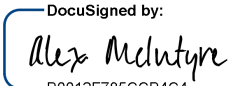
governed by California law and City's Charter. **(h)** If either party commences an action against the other or a dispute arises under this License, the prevailing party shall be entitled to recover from the other reasonable attorneys' fees and costs. For purposes of this License and the indemnifications set forth in this License, reasonable attorneys' fees of City shall be based on the fees regularly charged by private attorneys in San Francisco with comparable experience notwithstanding City's use of its own attorneys. **(i)** If Licensee consists of more than one person then the obligations of each person shall be joint and several. **(j)** Licensee may not record this License or any memorandum of this License. **(k)** Subject to the prohibition against assignments or other transfers by Licensee hereunder, this License shall be binding upon and inure to the benefit of the Parties and their respective heirs, representatives, successors, and assigns. **(l)** Any sale or conveyance of the property burdened by this License by City shall automatically revoke this License. **(m)** Notwithstanding anything to the contrary contained in this License, no officer or employee of City has authority to commit City to this License unless and until a resolution of the SFPUC shall have been duly adopted approving this License and authorizing the transaction contemplated by this License. Therefore, any of City's obligations or liabilities pursuant to or under this License are contingent upon enactment of such a resolution, and this License shall be null and void if, at its sole discretion, the SFPUC does not approve this License. **(n)** Each of the persons executing this License on Licensee's behalf do hereby represent and warrant that Licensee is a duly formed or organized (as applicable) and validly existing entity under the laws of California, that Licensee is in good standing and qualified to do business in California (and covenants to maintain such status during the term of this License), that Licensee has full right and authority to enter into this License, and that each and all of the persons signing on behalf of Licensee are authorized to do so. Upon City's request, Licensee shall provide City with evidence reasonably satisfactory to City confirming the foregoing representations and warranties. **(o)** Except as expressly provided to the contrary, all approvals, consents, and determinations to be made by City under this License may be made at City's sole and absolute discretion. **(p)** Whenever this License requires City's or the SFPUC's consent or approval, the General Manager of the SFPUC, or his or her designee, shall be authorized to provide such consent or approval, except as otherwise provided by applicable Laws, including City's Charter, or by the SFPUC's Real Estate Guidelines. No consent, approval, election, or option shall be effective unless given, made, or exercised in writing. **(q)** This License may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. **(r)** Use of the word "including" or similar words will not be construed to limit any general term, statement, or other matter in this License, whether or not language of non-limitation, such as "without limitation" or similar words, are used.

[SIGNATURES ON FOLLOWING PAGE]

LICENSEE REPRESENTS AND WARRANTS TO CITY THAT IT HAS READ AND UNDERSTANDS THE CONTENTS OF THIS LICENSE, HAS HAD AN OPPORTUNITY TO REVIEW AND DISCUSS IT WITH COUNSEL OF ITS CHOOSING, AND AGREES TO COMPLY WITH AND BE BOUND BY ALL OF ITS PROVISIONS.

LICENSEE:

CITY OF SAN BRUNO,
a municipal corporation

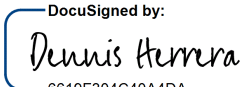
By:  ALEX MCINTYRE
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Its: Interim City Manager

Date: 6/2/2023

CITY:

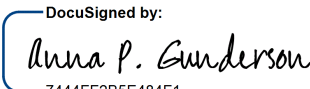
CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By:  DENNIS J. HERRERA
6619F304C40A4DA...
General Manager
San Francisco Public Utilities Commission
(authority pursuant to SFPUC Resolution
No. 015-0013)

Date: 07/17/2023 | 3:54:59 PM PDT

APPROVED AS TO FORM:

DAVID CHIU
City Attorney

By:  Anna Parlato Gunderson
7444EE2B5E484F1...
Deputy City Attorney

TRISHA ORTIZ
City Attorney
City of San Bruno

By:  Trisha Ortiz
6379DD8FFB9F44C...
City Attorney

EXHIBIT A

Description of License Area

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

All of SFPUC Old MUNI Right of Way Parcel No. 9, according to SFPUC records and as shown on the Drawing attached as **Exhibit B** and made a part of this License.

EXHIBIT B

Depiction of License Area

[see attached]

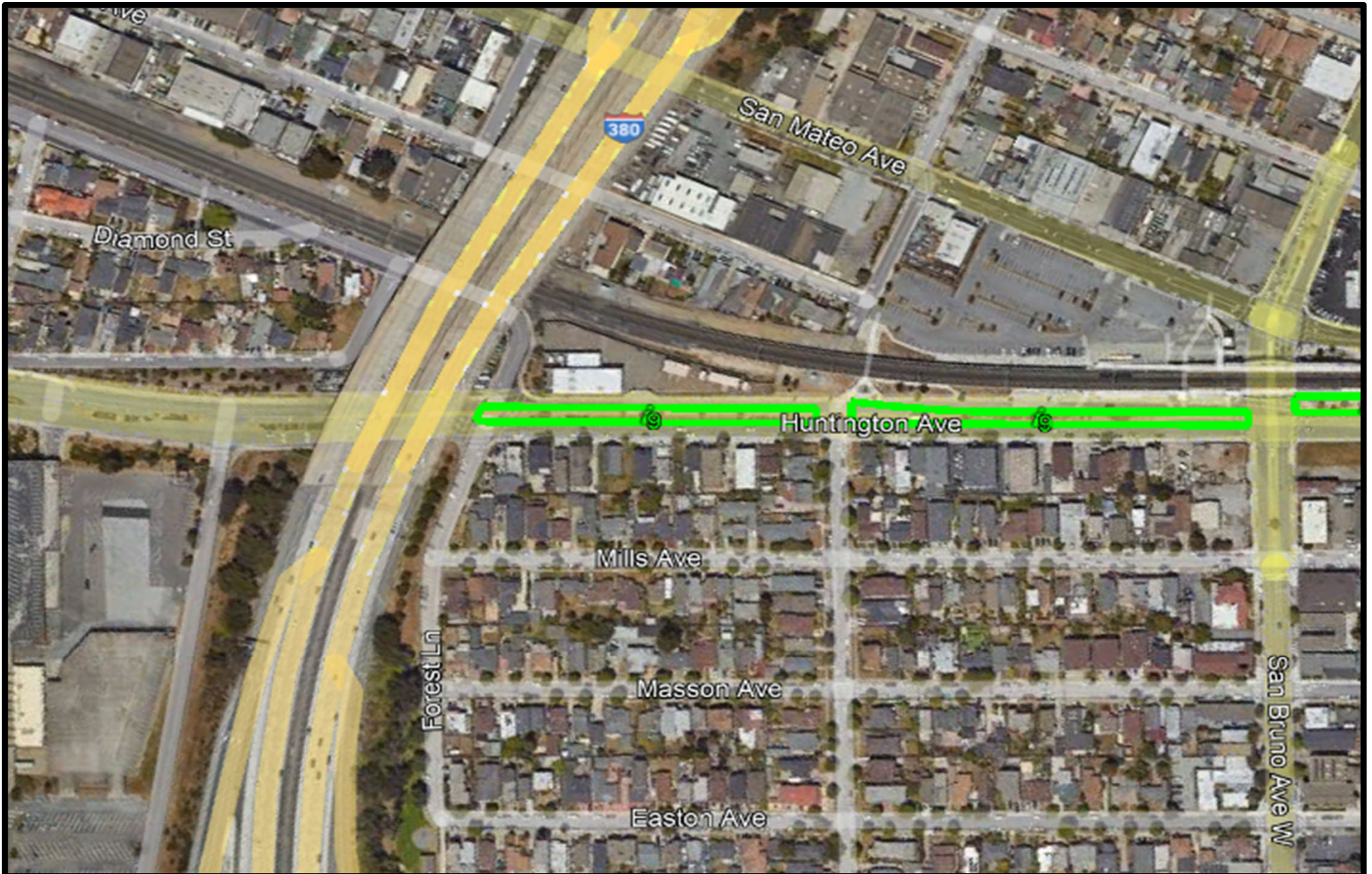


Exhibit B

Depiction of License Area
Huntington Avenue, South San Francisco, CA
SFPUC Old MUNI ROW Parcel No. 9

Revocable License – City of South San Francisco

 SFPUC ROW Boundaries



EXHIBIT C

Deed

[see attached]

DEED
MARKET STREET RAILWAY COMPANY to CITY AND COUNTY OF SAN FRANCISCO

Transportation System Properties

Dated as of September 29, 1944

DEED

THIS INDENTURE, made and entered into as of the 29th day of September, 1944, by and between MARKET STREET RAILWAY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, the first party, hereinafter referred to as "Company", and CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation of the State of California, the second party, hereinafter referred to as "City",

WITNESSETH:

That the Company, for and in consideration of the sum of \$7,500,000.00 to be paid to the Company by the City in accordance with the provisions of Section 119.1 of the Charter of City, does hereby grant, bargain, sell, assign, transfer, convey, and set over to the City all of the railroads, trackless trolleys, and bus systems, and the business and good will attached thereto, now owned by the Company for public transportation purposes within the limits of the City and County of San Francisco and the County of San Mateo, State of California, together with all permits, rights, licenses, franchises, grants, privileges, powers, and immunities, also all operative properties, real, personal and mixed, tangible and intangible, of every nature and kind whatsoever and wherever situated, now owned by the Company in conjunction with said transportation system and business (excluding, however, all non-operative lands and personal property owned by the Company which is not hereinafter specifically described or conveyed to the City), all of which said property is hereby conveyed to the City free and clear of all claims, liens and encumbrances; subject, however, to the terms and conditions hereof, also all valid conditions, limitations, reservations, covenants, easements and rights of way which are of record. Included in the properties hereby conveyed to the City are the following particularly described properties, to-wit:

REAL PROPERTY.

SAN FRANCISCO COUNTY LANDS.

All those certain parcels of real property situated in the City and County of San Francisco, State of California, particularly described as follows, to-wit:

Parcel 1. Point Lobos Avenue, Near Forty-eighth Avenue.

A strip of land 30 feet in width, 15 feet on each side of the following described center line:

Beginning at a point on the northerly line of Point Lobos Avenue (formerly Cliff Avenue) distant thereon 73.17 feet westerly from the westerly line of Forty-eighth Avenue; thence north 60° 19' west 99.81 feet; thence along a 1025 foot radius curve tangent to the preceding course, to the right 100.46 feet; thence north 54° 43' west 457.96 feet; thence along an 85 foot radius curve, tangent to the preceding course, to the left 201.77 feet; thence south 10° 41' east 416.72 feet; thence along an 85 foot radius curve, tangent to the preceding course, to the right 105.10 feet; thence south 60° 08' west 27.33 feet; thence along a 300 foot radius curve, tangent to the preceding course, to the right 36.54 feet to the easterly line of the depot lot, hereinafter described as Parcel 21, Sutro Terminal.

Parcel 2. Chenery Street, Near Diamond Street.

Beginning at a point on the westerly line of Carrie Street, distant thereon 154.679 feet northerly from the northerly line of Wilder Street; thence northerly along said line of Carrie Street 17.909 feet; thence deflecting 72° 52' to the left 5.7745 feet; thence deflecting 36° 33' to the left 310.8381 feet to the easterly line of Diamond Street; thence southerly along said line of Diamond Street 36.9292 feet to a point distant thereon 40.20 feet northerly from the northerly line of Wilder Street; thence deflecting 133° 34' 10" to the left 34.497 feet to a point on the easterly line of Lot 1 in Block 2 of Fairmount Extension Homestead, as per official map thereof, distant thereon 63.479 feet northerly from the northerly line of Wilder Street; thence deflecting 24° 09' 10" to the right 291.519 feet to the point of beginning.

Parcel 3. Diamond Street, Near Chenery Street.

Beginning at a point on the southerly line of Wilder Street, distant thereon 24.1525 feet easterly from the easterly line of Lot 3, Block 4, as said lot, block and street are shown on the official map of Fairmount Extension Homestead; thence easterly along said line of Wilder Street produced 20.02 feet; thence deflecting 86° 26' 43" to the right 100.193 feet; thence deflecting 93° 33' 17" to the right 20.02 feet; thence deflecting 86° 26' 43" to the right 100.193 feet to the point of beginning. Being a portion of Block 4, Fairmount Extension Homestead.

Parcel 4. Chenery Street, Near Carrie Street.

Beginning at a point on the easterly line of Carrie Street, distant thereon 155.87 feet northerly from the northerly line of Wilder Street, which said point is 8.41 feet southerly from the northerly corner of Lot 7, Block 3, as said lot and block are shown on the Map of Fairmount Extension Homestead; running thence northerly along the easterly line of Carrie Street 8.41 feet to the northerly corner of said Lot 7; thence deflecting 107° 08' to the right and running southeasterly along the northeasterly line of said Lot 7, 13.06 feet; thence deflecting 142° 47' 07" to the right and running 13.29 feet to the point of beginning.

Being a portion of Lot 7, Block 3, Fairmount Homestead Association.

Parcel 5. Sloat Boulevard, Nineteenth Avenue to Great Highway.

That certain strip of land 35 feet in width extending along Sloat Boulevard from Nineteenth Avenue to the Great Highway marked "Private Railroad Right of Way" as per "Map Showing the Widening and Realignment of Sloat Boulevard between Junipero Serra Boulevard and the Great Highway", recorded June 11, 1933 in Map Book "N" at pages 53, 54 and 55, Official Records of the City and County of San Francisco.

3047.3 feet, more or less; thence at a right angle southwesterly 25 feet; thence parallel to said right of way line southeasterly 452.50 feet, more or less, to the center of the main County Road at Baden Crossing; thence along the center of said County Road southwesterly 107 feet, more or less; thence parallel to and 85 feet distant from the said right of way line northwesterly 546.50 feet, more or less, to a stake; thence at an angle of 2° 52' northerly 500 feet to a stake 60 feet distant at a right angle from the said right of way line; thence parallel to and 60 feet distant from the said right of way line northwesterly 2546.28 feet, more or less, to the said boundary line between said land now or formerly belonging to John Flournoy and said 47.28 acre tract now or formerly belonging to Henry Miller; thence along said boundary line 61 feet, more or less, to the point of beginning. Containing 5 acres, more or less.

Baden to Tanforan—Parcels 6, 7 and 8.

- Parcel 6. A strip of land 90 feet wide west of, adjoining and parallel with the Southern Pacific Railroad Company's right of way so called through the town of Baden as the same is laid down and designated on a certain map of the section west of the railroad of said town of Baden surveyed November, 1891, by Ernest McCullough, C.E., which said map was filed for record in the office of the County Recorder of the said County of San Mateo on November 30, 1891, save and except the easterly 25 feet of said strip of land which was heretofore conveyed to the Spring Valley Water Company by the United Railroads of San Francisco.
- Parcel 7. Beginning at the point of intersection of the westerly boundary line of the land formerly belonging to the Spring Valley Water Company and the southerly boundary of the town of Baden; running thence along the southerly boundary of the town of Baden south 63° 37' west 97.455 feet; thence south 36° 45' east 437.436 feet; thence south 34° 00' east 1044.182 feet; thence south 34° 49' east 1038.426 feet; thence south 36° 54' east 698.961 feet; thence south 31° 40' east 524.261 feet to the northerly line of Tanforan Park, as the same existed in 1917; thence along said northerly line north 64° 30' east 96.423 feet to the point of intersection of the northerly line of Tanforan Park with the westerly boundary of the land now or formerly belonging to the Spring Valley Water Company; thence along said westerly boundary north 31° 40' west 639 feet; thence north 36° 54' west 701.6 feet; thence north 34° 49' west 1036 feet; thence north 34° 00' west 1045.8 feet; thence north 36° 45' west 422.2 feet to the point of beginning. Containing 8.45 acres, more or less.
- Parcel 8. Beginning at the point of intersection of the southerly boundary line of Tanforan Park with the westerly line of the Southern Pacific Company's right of way; thence northerly and along the easterly line of Tanforan Park, as the same existed in 1923, north 24° 39' 37" west 1112.1161 feet; thence north 26° 18' 07" west 1088.6568 feet; thence north 24° 39' 37" west 977.432 feet to the northerly boundary line of Tanforan Park as the same existed in 1923; thence westerly and along the northerly boundary line of Tanforan Park south 64° 26' 26" west 45.0054 feet; thence south 24° 39' 37" east 977.6808 feet; thence south 26° 18' 07" east 1088.6568 feet; thence south 24° 39' 37" east 1112.4588 feet to the southerly boundary line of Tanforan Park; thence easterly and along the southerly boundary line of Tanforan Park north 64° 05' east 45.0108 feet to the point of beginning. Being a strip of land 45 feet wide and containing 3.28 acres, more or less.
- Parcel 9. Through San Bruno, Forest Land to San Felipe Avenue—Parcels 9, 10, 11 and 12. Beginning at the point of intersection of the westerly line of the right of way of the Southern Pacific Railroad Company with the northerly line of San Bruno Lane; thence along the westerly line of the right of way of the Southern Pacific Railroad Company north 24° 38' west 788.8 feet; thence south 65° 22' west 5 feet; thence along the westerly line of the right of way of the Southern Pacific Railroad Company north 24° 38' west 614.9 feet to the southerly line of Tanforan Park; thence south 64° 07' west 45 feet; thence south 24° 38' east 1403.7 feet to the northerly line of San Bruno Lane; thence north 64° 07' east 50 feet along the northerly line of San Bruno Lane to the westerly line of the right of way of the Southern Pacific Railroad Company and the point of beginning. Containing 1.54 acres, more or less.
- Parcel 10. Beginning at the point of intersection of the southwesterly line of the right of way of the Southern Pacific Railroad Company with the westerly line of San Bruno Road; thence along the westerly line of San Bruno Road south 1° 15' east 74 feet; thence parallel to and 30 feet distant from the southwesterly line of the right of way of the said Southern Pacific Railroad Company north 25° west 304.96 feet to the southeasterly line of San Bruno Lane; thence along said line north 63° east 30 feet to the southwesterly line of the right of way of the Southern Pacific Railroad Company; thence along said right of way line south 25° east 237.1 feet to the point of beginning. Containing 0.186 of an acre.
- Parcel 11. In the Buri Buri Rancho, beginning at the point of intersection of the southwesterly line of the right of way of the Southern Pacific Railroad Company with the easterly line of the San Bruno Road; thence along said right of way south 25° 10' east 800 feet; thence at a right angle south 64° 50' west 25 feet; thence at a right angle south 25° 10' east 1126.50 feet to the point of intersection of said course with the northerly line of the 110 acre tract now or formerly belonging to D. O. Mills; thence along said northerly line south 83° 30' west 52.78 feet to a stake; thence north 25° 10' west 1732.72 feet to the easterly line of the San Bruno

EXHIBIT D

Approved Plans and Specifications

[see attached]

Certificate Of Completion

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Source Envelope:	
Document Pages: 39	Signatures: 2
Certificate Pages: 5	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Tonette Wong
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	525 Golden Gate Ave
	San Francisco, CA 94102
	TVWong@sfgwater.org
	IP Address: 67.218.104.126


Record Tracking

Status: Original	Holder: Tonette Wong	Location: DocuSign
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Signer Events

Rosanna Russell
 rsrussell@sfgwater.org
 SFPUC Real Estate Director
 CCSF - PUC
 Security Level: Email, Account Authentication (None)

Signature



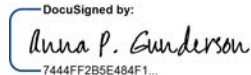
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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Anna P. Gunderson
 Anna.Gunderson@sfcityatty.org
 Security Level: Email, Account Authentication (None), Access Code



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Dennis Herrera
 DJHerrera@sfgwater.org
 General Manager
 SF PUC
 Security Level: Email, Account Authentication (None)



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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
<p>Christopher Wong CJWong@swater.org Principal Administrative Analyst CCSF - PUC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	<p>Sent: 7/14/2023 4:26:28 PM Viewed: 7/19/2023 9:41:56 AM</p>
<p>Valerie Aguas VAguas@swater.org Executive Assistant CCSF - PUC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	<p>Sent: 7/17/2023 3:16:39 PM</p>
<p>Ronald Flynn rflynn@swater.org Deputy General Manager Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	<p>Sent: 7/17/2023 3:16:40 PM</p>
<p>Teresa Roiz TRoiz@swater.org CCSF - PUC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	<p>Sent: 7/17/2023 3:16:41 PM</p>

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	7/14/2023 4:15:51 PM
Certified Delivered	Security Checked	7/17/2023 3:54:49 PM
Signing Complete	Security Checked	7/17/2023 3:54:59 PM
Completed	Security Checked	7/17/2023 3:54:59 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CCSF - 5 (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CCSF - 5:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: natalie.prendergast@sfgov.org

To advise CCSF - 5 of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at natalie.prendergast@sfgov.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to natalie.prendergast@sfgov.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to natalie.prendergast@sfgov.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CCSF - 5 as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CCSF - 5 during the course of your relationship with CCSF - 5.



State of California - Department of Fish and Wildlife
2023 ENVIRONMENTAL DOCUMENT FILING FEE
CASH RECEIPT

DFW 753.5a (REV. 01/01/23) Previously DFG 753.5a

Print  **Finalize&Email**

RECEIPT NUMBER:
 41-07132023-0001
 STATE CLEARINGHOUSE NUMBER (if applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY CITY OF SAN BRUNO PUBLIC WORKS DEPARTMENT	LEAD AGENCY EMAIL	DATE 07/13/2023
COUNTY/STATE AGENCY OF FILING SAN MATEO COUNTY	DOCUMENT NUMBER 128672	

PROJECT TITLE
 HUNTINGTON TRANSIT CORRIDOR BIKE/PED IMPROVEMENTS

PROJECT APPLICANT NAME CITY OF SAN FRANCISCO	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:

Environmental Impact Report (EIR) \$ 3,839.25 \$ _____

Mitigated/Negative Declaration (MND)(ND) \$ 2,764.00 \$ _____

Certified Regulatory Program (CRP) document - payment due directly to CDFW \$ 1,305.25 \$ _____

Exempt from fee

Notice of Exemption (attach)

CDFW No Effect Determination (attach)

Fee previously paid (attach previously issued cash receipt copy)

Water Right Application or Petition Fee (State Water Resources Control Board only) \$ 850.00 \$ _____


County documentary handling fee \$ 50.00 \$ _____ 50.00

Other \$ _____

PAYMENT METHOD:

Cash Credit Check Other

TOTAL RECEIVED \$ _____ 50.00

SIGNATURE X 	AGENCY OF FILING PRINTED NAME AND TITLE Henry Salgado Deputy Clerk
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NOTICE OF EXEMPTION

To: County Clerk
County of San Mateo

From: City of San Bruno
Public Works Department
567 El Camino Real
San Bruno CA 94066-4299

Project Title: Huntington Transit Corridor Bike/Ped Improvements
Project Location: Huntington Avenue between San Bruno Avenue and Herman Street

Description of Nature, Purpose, and Beneficiaries of the Project: The proposed Project is to install a separated bicycle path and modifying sidewalks, and thereby improving the environment and neighborhood livability by reducing traffic, air pollution, noise and energy consumption by implementing components of a comprehensive bikeway network and making biking in San Bruno safer, easier and more popular.

Name of Public Agency Approving Project: City of San Bruno, Public Works Department

Name of Person or Agency Carrying Out Project: City of San Bruno, Public Works Department

Exempt Status: (check one)

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption: State type and section number: Categorical Exemption, Section 15301(c)
- Statutory Exemptions. State code number: PRC Section 21080.25

Reasons why project is exempt: This project falls within the Class 1 Categorical Exemption set forth in CEQA Guidelines, Section 15301(c), which exempts repair existing streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities. Furthermore, this project would qualify for a statutory exemption under Public Resource Code 21080.25 as it includes the installation of pedestrian and bicycle facilities, which include separated bike lanes. The Project also meets the additional criteria as it is located in an urbanized area, and will only build within the existing public right-of-way and will not cause an expansion of an existing use of the streets.

Lead Agency Contact Person: Harry Yip, Senior Civil Engineer, City of San Bruno, Public Works Department, 650.616.7065.

Signature: Harry Yip Date: 7/13/2023 Title: Senior Civil Engineer

FILED ENDORSED
IN THE OFFICE OF THE
COUNTY CLERK RECORDER
SAN MATEO COUNTY CALIF

JUL 13 2023

MARK CHURCH County Clerk
By Henry Salgado



GENERAL PLAN REFERRAL

August 30, 2023

Case No.: 2023-006872GPR
Block/Lot No.: SFPUC ROW Parcel 9
 AKA San Mateo County Assessor's Parcel Numbers 093-340-060 and 093-340-020
Project Sponsor: San Francisco Public Utilities Commission
Applicant: Rosanna S. Russell
 Real Estate Director, San Francisco Public Utilities Commission
 525 Golden Gate Avenue
 San Francisco, CA 94102
 res@sflower.org
Staff Contact: Amnon Ben-Pazi – (628) 652-7428
 Amnon Ben-Pazi@sfgov.org

Recommended By: 
 Joshua Switzky, Acting Director of Citywide Policy for
 Rich Hillis, Director of Planning

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

Project Description

The Project is the sale of SFPUC ROW Parcel 9 in San Bruno to the City of San Bruno.

The City and County of San Francisco (City), under the jurisdiction of its Public Utilities Commission (SFPUC), owns the real property identified as San Mateo County Assessor's Parcel Numbers 093-340-060 and 093-340-020 in the City of San Bruno (San Bruno), and also is designated as SFPUC Parcel 9 (Property). The Property comprises approximately 1.54 acres. In 1999 the SFPUC issued a revocable permit to San Bruno over a portion of the Property, which permitted San Bruno to maintain a roadway, landscaping, and underground utility facilities on Huntington Avenue in San Bruno. San Bruno seeks to construct, install, and maintain a two-way bicycle track on the Property, among other properties on Huntington Avenue, between Forest Avenue and San Bruno Avenue, and proposes to purchase the Property from the City, through the SFPUC.

The SFPUC determined that the proposed conveyance of the Property is not required for its utility needs and declared the Property as "surplus land" and "exempt surplus land" under the State Surplus Lands Act. The sale of the Property is subject to approval of the SFPUC's Commission and the City's Board of Supervisors.

Environmental Review

This Project is a real estate transaction only. It is not defined as a project under CEQA Guidelines Sections 15378 and 15060(c)(2) because it would not result in a direct or indirect physical change in the environment.

General Plan Compliance and Basis for Recommendation

As described below, the project is consistent with the Eight Priority Policies of Planning Code Section 101.1 and is, on balance, in conformity with the Objectives and Policies of the General Plan.

Note: General Plan Objectives are shown in **BOLD UPPER CASE** font; Policies are in **Bold** font; staff comments are in *italic* font.

TRANSPORTATION ELEMENT

OBJECTIVE 1

MEET THE NEEDS OF ALL RESIDENTS AND VISITORS FOR SAFE, CONVENIENT AND INEXPENSIVE TRAVEL WITHIN SAN FRANCISCO AND BETWEEN THE CITY AND OTHER PARTS OF THE REGION WHILE MAINTAINING THE HIGH QUALITY LIVING ENVIRONMENT OF THE BAY AREA.

POLICY 1.3

Give priority to public transit and other alternatives to the private automobile as the means of meeting San Francisco's transportation needs, particularly those of commuters.

POLICY 1.5

Coordinate regional and local transportation systems and provide for interline transit transfers.

POLICY 1.6

Ensure choices among modes of travel and accommodate each mode when and where it is most appropriate.

OBJECTIVE 4

IMPROVE BICYCLE ACCESS TO SAN FRANCISCO FROM ALL OUTLYING CORRIDORS.

The Project would facilitate construction of bicycle facilities on Huntington Avenue in San Bruno, which connects to the San Bruno BART and Caltrain stations. The Project would thus improve the connections between the Bay Area's regional transit system and the local bicycle network. This enhanced connectivity would increase bicycle access to San Francisco for visitors and commuters from San Bruno and would enhance the ability of San Francisco residents to travel to San Bruno using bicycles for all or part of their trip.

Planning Code Section 101 Findings

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:

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 is the sale of right-of-way located in San Bruno to the City of San Bruno. It would not impact neighborhood-serving retail uses in San Francisco.

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

The Project is the sale of right-of-way located in San Bruno to the City of San Bruno. It would not impact housing and neighborhood character in San Francisco.

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

The Project is the sale of right-of-way located in San Bruno to the City of San Bruno. It would not impact affordable housing in San Francisco.

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

The Project is the sale of right-of-way located in San Bruno to the City of San Bruno, outside of the MUNI service area. It would not impact MUNI transit service or neighborhood parking in San Francisco.

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

The Project is the sale of right-of-way located in San Bruno to the City of San Bruno. It would not impact the industrial and service sectors in San Francisco.

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

The Project is the sale of right-of-way located in San Bruno to the City of San Bruno. It would not impact preparedness to protect against injury and loss of life in an earthquake in San Francisco.

7. That the landmarks and historic buildings be preserved;

The Project is the sale of right-of-way located in San Bruno to the City of San Bruno. It would not impact landmarks and historic buildings in San Francisco.

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

The Project is the sale of right-of-way located in San Bruno to the City of San Bruno. It would not impact parks and open space in San Francisco.

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

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 24-0246

WHEREAS, The City and County of San Francisco (City) owns certain real property presently under the jurisdiction of the San Francisco Public Utilities Commission (SFPUC) located on Huntington Avenue, San Bruno, California, designated as SFPUC Parcel No. 9 and also designated in the County of San Mateo as Assessor's Parcel Nos. 093-340-020 and 093-340-060 (Property); and

WHEREAS, The City of San Bruno (San Bruno) desires to construct a two-way bicycle path and related roadway improvements (Project) on Parcel No. 9; and

WHEREAS, San Bruno desires to acquire from City approximately 67,802 square feet consisting of the entirety of SFPUC Parcel No. 9 for its Project; and

WHEREAS, In contemplation of entering into an Agreement for Sale of Real Estate (Agreement), San Bruno and the SFPUC entered into a Revocable License with a term of up to two years and expiring on July 31, 2025, providing San Bruno temporary possession and use of SFPUC Parcel No. 9 for the construction of certain Project components to meet its project certification deadlines; and

WHEREAS, San Bruno and the City desire to enter into an Agreement for the City to sell Parcel No. 9 to San Bruno; and

WHEREAS, The SFPUC determined that it has no utility use for Parcel No. 9, as evidenced by an SFPUC Statement of Underutilization dated August 8, 2023, signed by the Assistant General Managers of the Water, Wastewater, and Power Enterprises; and

WHEREAS, The Property is "surplus land", as defined in California Government Code Section 54221(b) because it is owned in fee simple by the City and not necessary for the City's use; and

WHEREAS, The Property is "exempt surplus land", as defined in California Government Code Section 54221(f)(1)(D) because it is surplus land that the City is transferring to another local, state, or federal agency for the agency's use; and

WHEREAS, Under Chapter 23.3 of the City's Administrative Code, the City may convey Parcel No. 9 to San Bruno without a competitive bidding process if the Board of Supervisors determines that a competitive process is impractical, impossible, or is otherwise not in the public interest; and

WHEREAS, In this case, a competitive bidding process is impractical and is otherwise not in the public interest because Parcel No. 9 is currently used as a roadway, median and

sidewalk improvements and is not available for independent development; and

WHEREAS, The City, through the SFPUC, intends to sell Parcel No. 9 to San Bruno on an “as-is with all faults” basis pursuant to the terms of the Agreement; and

WHEREAS, San Bruno’s offer of fair and just compensation in the sum of Five Thousand Dollars (\$5,000) for its purchase of the fee interests of Parcel No. 9 falls below the City’s Administrative Code appraisal requirement for any property valued at or above \$10,000; and

WHEREAS, On July 13, 2023, the City of San Bruno determined the Project to be categorically exempt from environmental review under the CEQA Guidelines section 15301, Class 1 (Existing Facilities) and statutorily exempt from environmental review under the CEQA section 21080.25; now, therefore, be it

RESOLVED, That this Commission hereby declares Parcel No. 9 surplus to the SFPUC’s utility needs in accordance with Section 8B.121(e) of the City Charter; and, be it

FURTHER RESOLVED, That this Commission finds that Parcel No. 9 is “surplus land”, as defined in California Government Code Section 55421(b) because it is owned in fee simple by City and not necessary for City’s use; and, be it

FURTHER RESOLVED, That this Commission finds that Parcel No. 9 is “exempt surplus land” as defined in Government Code Section 54221(f)(1)(D) because it is surplus land that the City is transferring to another local agency and state agency for the agencies’ use; and, be it

FURTHER RESOLVED, That this Commission asks the Board of Supervisors to determine, in accordance with Chapter 23.3 of the Administrative Code, that a competitive bidding process for the conveyance of Parcel No. 9 is impractical and is otherwise not in the public interest because the sale of Parcel No. 9 to San Bruno will avoid the expense, time, effort, and risk of eminent domain litigation and will support the construction of public highway improvements and because Parcel No. 9’s location and dimension make use by any other entity impractical; and, be it

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

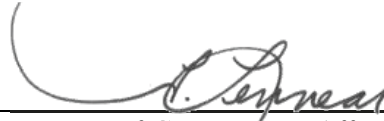
FURTHER RESOLVED, That this Commission hereby authorizes the SFPUC General Manager to execute the Agreement, upon approval from the Board of Supervisors and Mayor; and, be it

FURTHER RESOLVED, That this Commission hereby authorizes the City’s Director of Real Property and/or the SFPUC General Manager to execute a deed conveying fee interests in Parcel No. 9 to San Bruno; and, be it

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

FURTHER RESOLVED, That this Commission hereby authorizes the SFPUC General Manager and/or City's Director of Property to enter into any amendments or modifications to the Agreement or without limitation its exhibits or attachments, that the General Manager and/or City's Director of Property 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.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of December 10, 2010.



*Director of Commission Affairs
San Francisco Public Utilities Commission*

FROM: Jeremy Spitz, Policy and Government Affairs

DATE: January 10, 2025

SUBJECT: [Sale Agreement - City of San Bruno - 67,802 Square Feet of Portion of APNs 093-340-020 and 093-340-060 in San Bruno, San Mateo County - \$5,000]

Please see attached a proposed Resolution 1) approving and authorizing the sale to the City of San Bruno of approximately 67,802 square feet of real property designated as San Mateo County Assessor's Parcel Numbers 093-340-060 and 093-340-020 for \$5,000; 2) adopting findings declaring that the property is "surplus land" and "exempt surplus land" pursuant to California Surplus Lands Act; 3) adopting findings under the San Francisco Administrative Code, Section 23.3, that offering the property for sale through competitive bidding would be impractical and not in the public interest; 4) affirming the City of San Bruno's determination under the California Environmental Quality Act; 5) adopting findings that the sale is consistent with the General Plan, and the eight priority policies of Planning Code, Section 101.1; 6) authorizing the San Francisco Public Utilities Commission (SFPUC) General Manager and/or City's Director of Property to execute documents, make certain modifications, and take certain actions in furtherance of this Resolution, as defined herein; and to authorize the SFPUC General Manager and/or City's Director of Property to enter into any additions, amendments, or other modifications to the Sale Agreement that do not materially decrease the benefits to the City with respect to the Property, and do not materially increase the obligations or liabilities of either the SFPUC or the City, and are necessary or advisable to complete the transaction contemplated in the Sale Agreement, to effectuate the purpose and intent of this Resolution.

The following is a list of accompanying documents:

- Proposed Resolution (Word Doc Version)
- SFPUC 24-0246 (PDF Version)
- Agreement for Sale of Real Estate (PDF Version)
- Form of Quitclaim Deed (PDF Version)
- 1999 Permit (PDF Version)
- 2023 Revocable License (PDF Version)
- Location Map Parcel No. 9 (PDF Version)

Daniel L. Lurie
Mayor

Kate H. Stacy
President

Joshua Arce
Vice President

Avni Jamdar
Commissioner

Steve Leveroni
Commissioner

Dennis J. Herrera
General Manager



- CEQA Notice of Exemption (PDF Version)
- SF Planning Department General Plan Referral (PDF Version)

Please contact Jeremy Spitz at jspitz@sfgov.org if you need any additional information on these items.