

File No. 180439

Committee Item No. 4

Board Item No. \_\_\_\_\_

### COMMITTEE/BOARD OF SUPERVISORS

#### AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date May 10, 2018

Board of Supervisors Meeting

Date \_\_\_\_\_

#### Cmte Board

- Motion
- Resolution
- Ordinance
- Legislative Digest
- Budget and Legislative Analyst Report
- Youth Commission Report
- Introduction Form
- Department/Agency Cover Letter and/or Report
- MOU
- Grant Information Form
- Grant Budget
- Subcontract Budget
- Contract/Agreement
- Form 126 – Ethics Commission
- Award Letter
- Application
- Public Correspondence

OTHER (Use back side if additional space is needed)

- SFPUC Resolution
- Planning Commission Motion
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Completed by: Linda Wong

Date May 4, 2018

Completed by: Linda Wong

Date \_\_\_\_\_

1 [Real Property Acquisition - Easements from Lake Merced Golf Club - Regional Groundwater  
2 Storage and Recovery Project, San Mateo County - \$66,465 ]

3 **Resolution approving and authorizing the acquisition of one permanent surface access**  
4 **easement; seven permanent subsurface easements for an electrical line, telephone**  
5 **line, utility line, storm drain, sanitary sewer, utility water and well discharge; one**  
6 **temporary construction easement; and a well and building easement that includes**  
7 **bathroom improvements from Lake Merced Golf Club, a California corporation, for**  
8 **\$66,465 to be used by the City and County of San Francisco under the Water System**  
9 **Improvement Program for the access, installation, modification, removal, inspection,**  
10 **maintenance, repair, replacement, periodic scheduled maintenance, emergency**  
11 **repairs, and construction of the project known as the Regional Groundwater Storage**  
12 **and Recovery Project, Project No. CUW30103; adopting findings under the California**  
13 **Environmental Quality Act; adopting findings that the conveyance is consistent with**  
14 **the General Plan, and the eight priority policies of Planning Code, Section 101.1; and**  
15 **approving the Agreement and authorizing the Director of Property and/or the San**  
16 **Francisco Public Utilities Commission General Manager to execute documents, make**  
17 **certain modifications, and take certain actions in furtherance of this Resolution, as**  
18 **defined herein.**

19  
20 WHEREAS, The San Francisco Public Utilities Commission ("SFPUC") has developed  
21 and approved the Regional Groundwater Storage and Recovery Project ("Project"), Project  
22 No. CUW30103, a water infrastructure project included as part of the Water System  
23 Improvement Program ("WSIP"), with the primary purpose of providing additional dry-year  
24 regional water supply capacity; and  
25

1           WHEREAS, The Project is located in the County of San Mateo and its completion  
2 would help the SFPUC achieve the WSIP Level of Service goal for Water Supply adopted by  
3 the SFPUC in Resolution No. 08-200; and

4           WHEREAS, The specific objectives of the Project are to conjunctively manage the  
5 South Westside Groundwater Basin through the coordinated use of SFPUC surface water  
6 and groundwater pumped by the City of Daly City, the City of San Bruno, and the California  
7 Water Service Company ("Participating Pumpers") to provide supplemental SFPUC surface  
8 water to the Participating Pumpers in normal and wet years, resulting in a corresponding  
9 reduction of groundwater pumping, which then allows for in-lieu recharge of the South  
10 Westside Groundwater Basin to increase the dry-year and emergency pumping capacity of  
11 the South Westside Groundwater Basin by up to an average annual volume of 7.2 million  
12 gallons per day and provide a new dry-year groundwater supply for SFPUC customers and  
13 increase water supply reliability during a multi-year drought cycle; and

14           WHEREAS, An Environmental Impact Report as required by the California  
15 Environmental Quality Act ("CEQA") was prepared for the Project by the San Francisco  
16 Planning Department, File No. 2008.1396E; and

17           WHEREAS, The San Francisco Planning Commission on August 7, 2014,  
18 1) certified the Final Environmental Impact Report ("FEIR") for the Project by Motion No.  
19 M-19209; 2) adopted findings under CEQA, including the adoption of a Mitigation  
20 Monitoring and Reporting Program ("MMRP") and a statement of overriding considerations  
21 ("CEQA Findings") by Motion No. M-19210; and 3) found the Project consistent with the  
22 General Plan, and eight priority policies of Planning, Section 101.1 ("General Plan  
23 Findings") by Motion No. M-19211, a copy of the motions is on file with the Clerk of the  
24 Board of Supervisors under File No. 150616, which is incorporated herein by this reference;  
25 and

1           WHEREAS, The Project requires that the City acquire one (1) permanent surface  
2 access easement; seven (7) permanent subsurface easements for an electrical line,  
3 telephone line, utility line, storm drain, sanitary sewer, utility water and well discharge; one (1)  
4 temporary construction easement; and one (1) well and building easement that includes  
5 bathroom improvements from Lake Merced Golf Club (collectively, the "Easements") over, on,  
6 in, under and across portions of that real property owned by the Lake Merced Golf Club, a  
7 California corporation, ("Grantor") located in the City of Daly City in San Mateo County, CA;  
8 and

9           WHEREAS, On August 12, 2014, by SFPUC Resolution No. 14-0127, a copy of  
10 which is on file with the Clerk of the Board of Supervisors under File No. 140945, which is  
11 incorporated herein by this reference, the SFPUC adopted CEQA Findings and approved  
12 the proposed acquisition of the Easements by authorizing the SFPUC General Manager  
13 and/or the Director of Property through consultation with the Office of the City Attorney,  
14 following Board of Supervisors approval of the acquisition of the Easements, to accept and  
15 execute final agreements, and any other related documents necessary to consummate the  
16 transactions contemplated therein; and

17           WHEREAS, The Board of Supervisors on October 28, 2014 approved Resolution  
18 No. 400-14, which included the adoption of CEQA Findings and the adoption of the San  
19 Francisco Planning Commission's General Plan Findings for the Project; a copy of which is  
20 on file with the Clerk of Board of Supervisors under File No. 140945, which is incorporated  
21 herein by this reference; and

22           WHEREAS, SFPUC staff, through consultation with the Director of Property and the  
23 Office of the City Attorney, have negotiated with the Grantor the proposed terms and  
24 conditions of City's acquisition of the Easements as set forth in the form of an Agreement  
25 for Purchase and Sale of Real Estate ("Agreement"), between City, as Grantee, and

1 Grantor, a copy of which is on file with the Clerk of the Board of Supervisors under File No.  
2 180439, which is incorporated herein by reference, by which City would pay Grantor  
3 \$66,465 as compensation for the Easements as determined by an appraisal report dated  
4 December 1, 2014; and

5 WHEREAS, In accordance with the provisions of Section 23.3 of the San Francisco  
6 Administrative Code, an independent appraisal report was completed and appraisal review  
7 report deemed not required; and

8 WHEREAS, The Project files, including SFPUC Resolution Nos. 08-200 and 14-0127  
9 and San Francisco Planning Department File No. 2008.1396E have been made available  
10 for review by the Board of Supervisors and the public, and those files are considered part of  
11 the record before this Board; and

12 WHEREAS, The Board of Supervisors has reviewed and considered the information  
13 contained in the FEIR, and the CEQA Findings, including all written and oral information  
14 provided by the Planning Department, the public, relevant public agencies, the SFPUC and  
15 other experts and the administrative files for the Project; now, therefore, be it

16 RESOLVED, The Board of Supervisors, having reviewed and considered the FEIR  
17 and record as a whole, finds that the proposed Agreement is within the scope of the project  
18 analyzed in the FEIR and previously approved by the San Francisco Planning Commission,  
19 the SFPUC, and the Board of Supervisors; and, be it

20 FURTHER RESOLVED, The Board finds that the FEIR is adequate for its use as the  
21 decision-making body for approval of the Agreement and hereby incorporates by reference  
22 the CEQA Findings made in Resolution No. 400-14, Board File No. 140945 concerning the  
23 Project; and, be it

24 FURTHER RESOLVED, The Board further finds that since the FEIR was finalized,  
25 there have been no substantial project changes and no substantial changes in project

1 circumstances that would require major revisions to the FEIR due to the involvement of  
2 new significant environmental effects or an increase in the severity of previously identified  
3 significant impacts, and there is no new information of substantial importance that would  
4 change the conclusions set forth in the FEIR; and, be it

5 FURTHER RESOLVED, The Board of Supervisors hereby incorporates by reference  
6 the General Plan Findings made in Resolution No. 400-14, Board File No. 140945  
7 concerning the Project; and, be it


8 FURTHER RESOLVED, That in accordance with the recommendations of the Public  
9 Utilities Commission and the Director of Property, the Board of Supervisors hereby  
10 approves the Agreement and the transaction contemplated thereby in substantially the form  
11 of such instrument presented to this Board; and, be it

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

21 FURTHER RESOLVED, That the Director of Property is hereby authorized and  
22 urged, in the name and on behalf of the City and County, to execute and deliver the  
23 Agreement with Grantor upon the closing in accordance with the terms and conditions of  
24 the Agreement, and to take any and all steps (including, but not limited to, the execution  
25 and delivery of any and all certificates, agreements, notices, consents, escrow instructions,

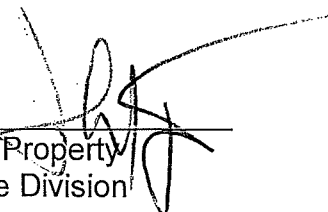
1 closing documents, and other instruments or documents) as the Director of Property deems  
2 necessary or appropriate in order to consummate the acquisition of the Easements  
3 pursuant to the Agreement, or to otherwise effectuate the purpose and intent of this  
4 resolution, such determination to be conclusively evidenced by the execution and delivery  
5 by the Director of Property of any such documents.

\$66,465.00 available  
Fund ID: 26230  
Department ID: 232146  
PS Project ID: 10015241  
Authority ID: 15557

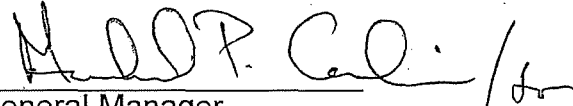
  
Controller

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

RECOMMENDED:

  
\_\_\_\_\_  
Director of Property  
Real Estate Division

RECOMMENDED:

  
\_\_\_\_\_  
General Manager  
San Francisco Public Utilities Commission



**AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE**  
(Easements Over, On, Under, and In Portion of APN 002-410-050)

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE (this "**Agreement**") dated for reference purposes only as of February 26, 2018, is by and between LAKE MERCED GOLF CLUB, a California corporation ("**Seller**"), and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**Buyer**" or "**City**").

**RECITALS**

- A.** Seller owns real property commonly known as the Lake Merced Golf Club, including the northeast portion of such real property adjacent to Poncetta Drive (the "**Poncetta Location**"), and lands adjacent to Park Plaza Drive (the "**Park Plaza Location**"). The Poncetta Location and the Park Plaza Location are sometimes collectively referred to in this Agreement as the "**Seller's Property**."
- B.** In connection with the Regional Groundwater Storage and Recovery Project (the "**Project**") of City's Public Utilities Commission, City wishes to purchase, and Seller wishes to sell certain easement interests in, on, over, under, upon, along, and/or across certain portions of Seller's Property in accordance with, and pursuant to, the terms and conditions of this Agreement.

IN CONSIDERATION of the respective agreements set forth below, Seller and City agree as follows:

**1. PURCHASE AND SALE**

**1.1 Purchase and Sale of Easements**

In connection with the Project, Seller agrees to sell and convey to City or, in the case of the Electrical Utility Line Easement 2 (defined below) its nominee, and City agrees to purchase from Seller, subject to the terms, covenants, and conditions set forth below, the following interests in real property (each, an "**Easement**" and collectively, the "**Easements**"): :

(a) a permanent access surface easement (the "**Access Easement**") over, across, in, and upon the Poncetta Location portion of Seller's Property;

(b) a permanent subsurface easement for an electrical line (the "**Electrical Easement**") under, across, and along the Poncetta Location portion of Seller's Property;

(c) a permanent subsurface easement for a telephone communications line (the "**Telephone Easement**") under, across, and along the Poncetta Location portion of Seller's Property;

(d) a permanent subsurface and surface easement for a storm drain (the "**Storm Drain Easement**") over, under, across, and along the Poncetta Location portion of Seller's Property;

(e) a permanent subsurface and surface easement for a sanitary sewer (the "**Sanitary Sewer Easement**") over, under, across, and along the Poncetta Location portion of Seller's Property;

(f) a permanent subsurface and surface easement for a utility water connection (the "**Utility Water Easement**") over, under, across, and along the Poncetta Location portion of Seller's Property;

(g) a permanent surface easement for a well and well building installation (the "**Well/Building Easement**") over, across, in, and upon the Poncetta Location portion of Seller's Property;

(h) a temporary construction easement (the "**TCE (Site 1)**") over, across, in, and upon the northeast portion of Seller's real property adjacent to Poncetta Drive ("**Poncetta Location**"), and a temporary construction easement (the "**TCE (Site 2)**") over, across, in, and upon the real property adjacent to Park Plaza Drive ("**Park Plaza Location**") (the TCE (Site 1) and the TCE (Site 2) are sometimes collectively referred to in this Agreement as the "**TCEs**");

(i) a permanent subsurface easement for an electrical line (the "**Electrical Utility Line Easement 2**") under, across, and along the Park Plaza Location portion of Seller's Property; and

(j) a permanent subsurface and surface easement for well discharge, water treatment, and flowmeter (the "**Well Discharge Easement**") over, under, across, and along the Poncetta Location portion of Seller's Property.

Each portion of Seller's Property to be acquired by Buyer pursuant to this Agreement are referred to in this Agreement individually as an "**Easement Area**" and collectively as the "**Easement Areas.**"

In addition to the Easement Areas, Seller agrees to sell and convey to City, and City agrees to purchase from Seller, all of Seller's interest in the existing bathroom and all associated improvements (the "**Bathroom Improvements**") located on the portion of the Seller's Property that constitutes the Easement Area for the Well/Building Easement.

## 1.2 Easement Areas; Nature of Easement

The Easement Areas consist of those portions of Seller's Property described in each of the easement deeds attached as **Exhibits A, C, E, G, I, K, M, O, Q, and S** (each a "**Deed**," and collectively, the "**Deeds**") and approximately depicted on the attached **Exhibits B, D, F, H, J, L, N, P, R, and T**. The nature, scope, and conditions of each Easement are set forth in the respective Deed with respect to such Easement.

## 2. PURCHASE PRICE

### 2.1 Purchase Price

The purchase price to be paid by City for each of the Easements and the depreciated, in-place value of the Bathroom Improvements shall be as follows:

(a) For the Access Easement, the sum of Eleven Thousand Forty Five Dollars (\$11,045);

(b) For the Electrical Easement, the sum of One Thousand One Hundred Five Dollars (\$1,105);

(c) For the Telephone Easement, the sum of One Thousand One Hundred Five Dollars (\$1,105);

(d) For the Storm Drain Easement, the sum of Four Thousand Seven Hundred Eighty-eight Dollars (\$4,788);

(e) For the Sanitary Sewer Easement, the sum of One Thousand Fifty-four Dollars (\$1,054);

(f) For the Utility Water Easement, the sum of Three Thousand Five Hundred Three Dollars (\$3,503);

(g) For the Well Station Easement, the sum of Six Thousand Eighty Dollars (\$6,080);

(h) For the TCE, (Site 1), the sum of One Thousand Eight Hundred Eighteen Dollars (\$1,818) and for the TCE, (Site 2), the sum of Two Hundred Seventy-one Dollars (\$271);

(i) For the Electrical Utility Line Easement 2, the sum of Two Hundred Seventy-six Dollars (\$276);

(j) For the Well Discharge Easement, the sum of Four Thousand Seven Hundred Eighty-five (\$4,785);

(k) For the depreciated, in-place value of the Bathroom Improvements, the sum of Thirty Thousand Six Hundred Thirty-five Dollars (\$30,635).

The total purchase price for all of the Easements and the Bathroom Improvements is Sixty-six Thousand Four Hundred and Sixty-five Dollars (\$66,465) (the "**Purchase Price**").

### 2.2 Payment

On the Closing Date (defined in Section 5.3 [Closing Date]), City shall pay the Purchase Price, adjusted pursuant to the provisions of Article 6 [Expenses], and reduced by any credits due City under this Agreement.

### 2.3 Funds

All payments made pursuant to this Agreement shall be in legal tender of the United States of America, paid by Controller's warrant or in cash or by wire transfer of immediately available funds. Unless the parties elect to close the transaction without an escrow, payments shall be made.

to Escrow Holder (defined in Section 5.2 [Escrow; Closing Without an Escrow]), as the escrow agent.

### 3. CONVEYANCE OF EASEMENT

#### 3.1 Easement Deeds

At the Closing (defined in Section 5.1 ["Closing" Defined]), Seller shall convey to City or City's designee marketable and insurable title to the Easements, by delivery of the Deeds, each duly executed and acknowledged in the forms of the attached as Exhibits A, C, E, G, I, K, M, and O, free and clear of all exceptions, liens, and encumbrances except solely for the Accepted Conditions of Title (defined in Section 3.2 [State of Title]). Each Deed shall be executed and delivered to City in a recordable form. City may record each of the Deeds in County's Recorder's Office except, because of the temporary nature of the temporary construction easements to be granted as described in Exhibits K and L, the Deed with respect to such TCEs shall not be recorded unless, prior to the expiration of the term of such TCEs, Seller materially breaches the terms of this Agreement or such Deed.

#### 3.2 State of Title

"Accepted Conditions of Title" shall mean: (a) the lien of real property taxes, not yet due or payable; and (b) exceptions numbered 5 through 15 and 17 through 21 of the preliminary title report dated October 12, 2015, bearing Title No. 13-40705183-JM (the "Title Report") attached as Exhibit Q. As a condition precedent to City's obligation to purchase the TCE, quitclaim deeds, a spousal waiver, lender's consents or subordinations, tenants' consents, or similar releases sufficient to clear or subordinate any possessory rights over the Easement Areas created pursuant to the TCE may be required, at City's election, in form approved by City. Seller agrees to secure any such waiver, quitclaim deeds, consents, subordinations, or releases.

### 4. CONDITIONS TO CLOSING

#### 4.1 City's Conditions to Closing

The following are conditions precedent to City's obligation to purchase the Easements (collectively, "Conditions Precedent"):

(a) The physical condition of all portions of the Easement Areas shall be substantially the same on the Closing Date as on the date of City's execution of this Agreement, reasonable wear and tear and loss by casualty excepted (subject to the provisions of Article 8 [Risk of Loss]), and as of the Closing Date there shall be no litigation or administrative agency or other governmental proceeding, pending or threatened, that after the Closing could materially adversely affect the value of the Easements or the ability of City to use all portions of the Easement Areas for their respective intended use, and no proceedings shall be pending or threatened that could or would cause the change, re-designation or other modification of the zoning classification of, or of any building or environmental code requirements applicable to, any portions of the Easement Area.

(b) Seller shall have delivered signed originals of any documents required under Section 3.2, and, unless the parties elect to consummate the transaction without an escrow, Escrow Holder shall be committed at the Closing to issue to City a CLTA owner's policy of title insurance (the "Title Policy") in the amount of the Purchase Price, insuring title to the Easement vested in City free of all exceptions, liens, and encumbrances except only the Accepted Conditions of Title. The Title Policy shall contain such special endorsements as City may reasonably request.

(c) The transactions contemplated by this Agreement shall have been approved by all applicable City departments and agencies, including, without limitation, the San Francisco

Public Utilities Commission, at their respective sole discretion, within sixty (60) days after Seller executes and delivers this Agreement to City.

(d) If required by City's Charter, City's Mayor and the Board of Supervisors, at the sole discretion of each, shall have enacted a resolution approving, adopting, and authorizing this Agreement and the transactions contemplated by this Agreement, within ninety (90) days after Seller executes and delivers this Agreement to City.

(e) Seller shall have delivered the items described in Section 5.4 below [Seller's Delivery of Documents] on or before the Closing.

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

If the sale of all of the Easements is not consummated because of a default under this Agreement on the part of Seller or if a Condition Precedent with respect to one or more of the Easements cannot be fulfilled because Seller frustrated such fulfillment by some affirmative act or negligent omission, at its sole election, City may (i) terminate this Agreement by delivery of notice of termination to Seller, whereupon Seller shall pay to City any title, escrow, legal, and inspection fees incurred by City, and neither party shall have any further rights or obligations under this Agreement, (ii) elect to proceed with Closing with respect to any Easement with respect to which all Conditions Precedent have been waived by City or satisfied and elect to either terminate this Agreement with respect to the remaining Easements not so purchased (pursuant to clause (i) of this paragraph) or continue this Agreement with respect to such remaining Easements (pursuant to clause (iii) of this paragraph), or (iii) continue this Agreement pending City's action for specific performance and/or damages under this Agreement, including, without limitation, City's costs and expenses incurred under this Agreement. In the event City elects to proceed to Closing with respect to some, but not all, of the Easements pursuant to clause (2) above, the Purchase Price with respect to the Easements being purchased will be reduced by the sum of the purchase prices stated in Section 2.1 [Purchase Price] attributable to the Easements not being purchased and any subsequent Closing with respect to any such Easement not initially purchased shall be for the purchase price stated for such Easement in Section 2.1.

#### **4.2 Cooperation with City**

Seller shall cooperate with City and do all acts as may be reasonably requested by City with regard to the fulfillment of any Conditions Precedent including, without limitation, execution of any documents, applications, or permits, but Seller's representations and warranties to City shall not be affected or released by City's waiver or fulfillment of any Condition.

### **5. CLOSING AND POSSESSION**

#### **5.1 "Closing" Defined**

The consummation of the purchase and sale contemplated by this Agreement (the "Closing") shall occur as provided in this Article 5.

## 5.2 Escrow; Closing Without an Escrow

(a) Unless the parties agree to consummate the purchase and sale without an escrow as provided in subparagraph (b) below: (i) On or before the Effective Date (as defined in Section 11.17 [General Provisions]), the parties shall open escrow by depositing an executed counterpart of this Agreement with Chicago Title Company at its offices at 455 Market St., 21<sup>st</sup> Floor, San Francisco, California 94105 ("Escrow Holder"); (ii) this Agreement shall serve as instructions to Escrow Holder as the escrow holder for consummation of the purchase and sale contemplated by this Agreement; (iii) Seller hereby authorizes City to prepare and submit supplemental escrow instructions in accordance with this Agreement on behalf of both parties, as needed; and (iv) the Closing shall be held and delivery of all items to be made at the Closing under this Agreement shall be made at Escrow Holder's offices.

(b) Notwithstanding the foregoing, the parties may elect by mutual agreement to consummate the purchase and sale without an escrow, in which event the Closing shall occur as described in Section 5.7(b).

## 5.3 Closing Date

The Closing shall occur ninety (90) days after the Effective Date (as defined in Section 11.17) or on such earlier date as City and Seller may mutually agree (the "Closing Date"), subject to the provisions of Article 4 [Conditions Precedent]. The Closing Date may not be extended without the prior written approval of both Seller and City, except as otherwise expressly provided in this Agreement. If the Closing does not occur on or before the Closing Date and the parties have deposited documents or funds in escrow, Escrow Holder shall, unless it is notified by both parties to the contrary within five (5) business days after the Closing Date, return such items to the depositor thereof.

## 5.4 Seller's Delivery of Documents

(a) At or before the Closing, Seller shall deliver or cause to be delivered to City the following:

- (i) each of the duly executed and acknowledged Deeds;
- (ii) such resolutions, authorizations, or other documents as City may reasonably require to demonstrate the authority of Seller to enter into this Agreement and consummate the transactions contemplated by this Agreement, and such proof of the power and authority of the individuals executing any documents or other instruments on behalf of Seller to act for and bind Seller; and
- (iii) a closing statement in form and content satisfactory to City and Seller (which may be in the form of a letter or memorandum from City, countersigned by Seller, if the parties elect to consummate the transaction without an escrow).

Seller shall also deliver a properly executed California Franchise Tax Board Form 590 certifying that Seller is a California resident (if Seller is an individual) or that Seller has a permanent place of business in California or is qualified to do business in California, if Seller is a corporation, or other evidence satisfactory to City that Seller is exempt from the withholding requirements of Section 18662 of the California Revenue and Taxation Code. Seller acknowledges and agrees that if Seller fails at Closing to deliver to City such certificate, City may be required to withhold and remit to the appropriate tax authority a portion of the Purchase Price pursuant to Section 18662 of the California Revenue and Taxation Code. Any amount properly so withheld and remitted shall be deemed to have been paid by City as part of the Purchase Price, and Seller's

obligation to consummate the transaction contemplated in this Agreement shall not be excused or otherwise affected thereby.

(b) Seller shall deliver such items to Seller through escrow, unless the parties elect to close the transaction without an escrow in which event Seller shall deliver the items directly to City for a Closing in accordance with Section 5.7(b).

#### **5.5 City's Delivery of Documents and Funds**

(a) At or before the Closing, City shall deliver to Seller the following:

(i) a certificate of acceptance, executed by City's Director of Property or, with respect to any Easement to be conveyed to City's designee, an authorized agent on behalf of such designee, to be attached to each of the Deeds before recording;

(ii) a closing statement in form and content satisfactory to City and Seller (which may be in the form of a letter or memorandum from City to Seller if the parties elect to consummate the transaction without an escrow);

(iii) funds sufficient to pay City's share of expenses under Article 6; and

(iv) the Purchase Price, as provided in Article 2 above (as it may be adjusted pursuant to the provisions of Section 4.1(c)).

(b) City shall deliver such documents and funds through escrow; however, if the parties elect to consummate the transaction without an escrow, City shall deliver the funds and documents as provided in Section 5.7(b).

#### **5.6 Other Documents; Cooperation**

Seller and City shall perform such further acts and execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.

#### **5.7 Closing**

(a) **Closing through Escrow.** Subject to Section 5.7(b), at Closing, provided all the conditions to the parties' obligations have been satisfied or waived as provided and permitted by this Agreement, Escrow Holder shall perform the following acts in the following order:

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

(ii) Deliver the Deeds to City or City's designee;

(iii) Deliver to Seller, or as Seller may instruct, the Purchase Price, less any amount necessary to satisfy any liens, bond demands, delinquent taxes, and Seller's share of expenses and prorations under Article 6;

(iv) Issue the Title Policy to City, if requested to do so by City;

and

(v) Deliver to the appropriate party any other documents, instruments, and sums required by this Agreement.

(b) **Closing without Escrow.** If the parties elect to consummate the purchase and sale without an escrow, City shall effect the Closing on the Closing Date as follows:

(i) City shall: (A) deliver to Seller, or as Seller may instruct, the Purchase Price (less any amount necessary to satisfy any liens, bond demands, delinquent taxes, and Seller's share of expenses and prorations, if applicable, under Article 6), and (B) cause each respective certificate of acceptance for the Deeds to be executed, when:

(1) City has received Seller's documents in accordance with Section 5.4, and

(2) City and/or its designee have received each of the Deeds conveying the Easements to City or its designee duly acknowledged and in a recordable form, subject only to the Accepted Conditions of Title, obtain the Title Policy (if City elects to do so), and deliver to the appropriate party any other documents, instruments, and sums required by this Agreement.

#### **5.8 Possession and Use**

With respect to each Easement Area, the right of possession and use of such Easement Area by City and/or its designees, including the right to remove and dispose of improvements and install and connect utilities, shall commence on the date City's contractor first enters such Easement Area to commence staging for the Project (the "**Possession Date**"), which may occur before the Closing Date. The Purchase Price includes but is not limited to full payment for such possession and use, including interest and damages if any from such date, notwithstanding any other provision of this Agreement. City shall provide Seller with at least thirty (30) days' advance written notice of the Possession Date.

### **6. EXPENSES; PRORATIONS**

#### **6.1 City's Expenses**

City shall pay all escrow fees and title insurance charges, if any.

#### **6.2 Seller's Expenses**

Seller shall pay all costs incurred in connection with the prepayment or satisfaction of any loan, bond or other indebtedness secured in whole or part by any portion of the Easement Areas including, without limitation, any prepayment or delinquency fees, penalties, or charges. Seller shall also pay at the Closing any delinquent taxes that may have become a lien against Seller's Property.

#### **6.3 Other Expenses**

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

### **7. REPRESENTATIONS AND WARRANTIES**

Seller represents and warrants to and covenants with City as follows:



(a) **Ownership of Property.** Seller is the sole fee owner of Seller's Property, and will own it at the time of the Closing, free and clear of all liens, leases, occupancy agreements, claims, encumbrances, easements, and rights of way of any nature (whether disclosed in the public record or not), except only the Accepted Conditions of Title.

(b) **Signing Authority.** Seller and the signatories on Seller's behalf represent and warrant that the signatories on Seller's behalf to this Agreement are authorized to enter into this Agreement to convey real property and that no other authorizations are required to implement this Agreement on behalf of Seller.

(c) **No Leases.** There are now, and will be at the Closing, no oral or written leases, occupancy agreements, licenses, or easements affecting any portion of the Easement Areas or that would affect City's access to or use as contemplated by the Deeds of any portion of the Easement Area.

(d) **No Property Defects or Legal Violations.** To the best of Seller's knowledge, there are now, and at the time of the Closing will be, no material physical defects of any portion of the Easement Areas, and no violations of any laws, rules, or regulations applicable to any portion of the Easement Areas.

(e) **No Impediments to Use.** Seller knows of no facts nor has Seller failed to disclose any fact that would prevent City from using the Easements after Closing in the normal manner in which they are intended.

(f) **No Lawsuits.** There are no lawsuits or proceedings pending or, to the best of Seller's knowledge, threatened against or affecting Seller, Seller's Property, or its use that would affect Seller's ability to consummate the sale contemplated by this Agreement or City's use and enjoyment of the Easements after the Closing.

(g) **No Known Hazardous Materials.** To the best of Seller's knowledge, there has been no release and there is no threatened release of any Hazardous Material in, on, under or about Seller's Property. As used in this Agreement, "Hazardous Material" shall mean any material that, because of its quantity, concentration, or physical or chemical characteristics, is 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. "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 into or inside any of the improvements, or in, on, under, or about the Easement Area.

## 8. RISK OF LOSS

If any portion of an Easement Area is damaged or destroyed before the Closing Date, then the rights and obligations of Seller and City under this Agreement shall be as follows: City shall have the right, at its election, to terminate this Agreement in its entirety or terminate it only as to that portion of the Easement Areas damaged or destroyed. City shall have thirty (30) days after Seller notifies City that an event described in this Article 8 has occurred to make such election by delivery to Seller of an election notice. City's failure to deliver such notice within such thirty (30)-day period shall be deemed City's election to terminate this Agreement in its entirety. If this Agreement is terminated in its entirety or in part pursuant to this Article 8, then City and Seller shall each be released from all obligations under this Agreement pertaining to that portion of the Easement Areas affected by such termination. If City elects not to terminate this Agreement in its entirety, Seller shall give City a credit against the Purchase Price at the Closing in an amount proportionate to the percentage reduction, if any, of the square footage of the Easement Areas, and this Agreement shall remain in full force and effect.

## **9. MAINTENANCE; CONSENT TO NEW CONTRACTS**

### **9.1 Maintenance of the Easement Areas**

Between the date of Seller's execution of this Agreement and the Closing, Seller shall maintain Seller's Property in its current condition and shall make, at Seller's expense, all repairs necessary to maintain Seller's Property in such condition. Seller shall make no changes to the Easement Areas without City's prior, written consent, which shall not be unreasonably withheld or delayed.

### **9.2 Contracts Affecting the Easement Areas**

Except as otherwise provided in this Agreement or by express written permission granted by City, Seller shall not, after the date of execution of this Agreement, alienate, lien, encumber, or otherwise transfer Seller's Property or any portion thereof or allow the same to occur, or enter into any lease or contract with respect to Seller's Property or any portion thereof that would survive the Possession Date and impair City's access to or use of any portion of the Easement Areas as contemplated by the Deeds.

## **10. DISMISSAL OF EMINENT DOMAIN ACTION**

Seller hereby agrees and consents to the dismissal of any pending action in eminent domain by City as to Seller's Property or any portion thereof and Seller also waives all claims to court costs and any money that may now be on deposit in the Superior Court in such action.

## **11. GENERAL PROVISIONS**

### **11.1 Notices**

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

**City:**

To: San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 10th Floor  
San Francisco, California 94102  
Attention: Brian Morelli  
Facsimile No.: (415) 487-5200

with copy to: Richard Handel  
Deputy City Attorney  
Office of the City Attorney  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4682  
Facsimile No.: (415) 554-4755

**Seller:**

To: Lake Merced Golf Club  
Attn: General Manager  
2300 Junipero Serra Blvd.  
Daly City, CA 94015  
Facsimile No.: (650) 755-4569

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 telephone numbers, e-mail addresses, or facsimile numbers provided from one party to another are for convenience of communication; however, neither party may give official or binding notice by telephone, 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 e-mailed or telefacsimile copy of the notice.

**11.2 Brokers and Finders**

Neither party has had any contact or dealings regarding the Easements, or any of them, or any communication in connection with the subject matter of this Agreement, through any licensed real estate broker or other person who could claim a right to a commission or finder's fee in connection with the purchase and sale contemplated by this Agreement. In the event that any broker or finder perfects a claim for a commission or finder's fee based upon any such contact, dealings, or communication, the party through whom the broker or finder makes his or her claim shall be responsible for such commission or fee and shall indemnify and hold harmless the other party from all claims, costs, and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by the indemnified party in defending against the same. The provisions of this Section shall survive the Closing.

**11.3 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, administrators, and assigns, subject to Section 9.2 [Contracts Affecting the Easement Areas].

**11.4 Amendments; Waivers**

Except as otherwise provided in this Agreement, (a) this Agreement may be amended or modified only by a written instrument executed by City and Seller, (b) no waiver of any provision of this Agreement will be binding unless executed in writing by the party making the waiver, (c) no waiver of any provision of this Agreement will be deemed to constitute a waiver of any other provision, whether or not similar, and (d) no waiver will constitute a continuing waiver unless the written waiver so specifies.

**11.5 Continuation and Survival of Representations and Warranties**

All representations and warranties by the respective parties contained in this Agreement or made in writing pursuant to this Agreement are intended to be, and shall remain, true and correct as of the Closing, shall be deemed to be material, and, together with all conditions, covenants, and indemnities made by the respective parties contained in this Agreement or made in writing pursuant to this Agreement (except as otherwise expressly limited or expanded by the terms of this Agreement), shall survive the execution and delivery of this Agreement and the Closing, or, to the extent the context requires, beyond any termination of this Agreement. All statements contained in any certificate or other instrument delivered at any time by or on behalf of Seller in conjunction with the transaction contemplated in this Agreement shall constitute representations and warranties under this Agreement.

## **11.6 Governing Law**

This Agreement shall be governed by California law and City's Charter. There shall be no obligation for the payment of money by City under this Agreement unless City's Controller first certifies, pursuant to Section 3.105 of City's Charter, that there is a valid appropriation from which the expenditure may be made and that unencumbered funds are available from the appropriation to pay the expenditure.

## **11.7 Merger of Prior Agreements; No Inducement**

The parties intend that this Agreement (including all of the attached exhibits and schedules and any documents specifically described in this Agreement, which are hereby incorporated into this Agreement by reference) shall be the final, complete, and exclusive expression of their agreement with respect to the subject matter of this Agreement and may not be contradicted by evidence of any prior or contemporaneous oral or written agreements or understandings. The parties further intend that this Agreement shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including, without limitation, term sheets and prior drafts or changes to such drafts) may be introduced in any judicial, administrative, or other legal proceeding involving this Agreement. The making, execution, and delivery of this Agreement by the parties has been induced by no representations, statements, warranties, or agreements other than those expressed in this Agreement.

## **11.8 Parties and Their Agents; Approvals**

The term "Seller" as used in this Agreement shall include the plural as well as the singular. If there is more than one (1) Seller, then the obligations under this Agreement imposed on Seller 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. Subject to applicable law, all approvals, consents, or other determinations permitted or required by City under this Agreement shall be made by or through the General Manager of City's Public Utilities Commission or City's Director of Property, unless otherwise provided in this Agreement.

## **11.9 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 or had the opportunity to be 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.

## **11.10 Attorneys' Fees**

The prevailing party in any action or proceeding to enforce or interpret, or otherwise arising out of or relating to, this Agreement or any provision of this Agreement (including but not limited to any arbitration, trial, administrative hearing, bankruptcy, or appeal) will be entitled to recover from the other party all of its costs and expenses, including but not limited to reasonable attorneys' fees and experts' fees. For purposes of this Agreement, reasonable attorneys' fees of City's Office

of the City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the City Attorney's services were rendered who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney.

#### **11.11 Severability**

If any term or provision of this Agreement, or the application of any term or provision of this Agreement to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and shall be enforceable to the extent permitted by law.

#### **11.12 Sunshine Ordinance**

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

#### **11.13 Conflicts of Interest**

Through its execution of this Agreement, Seller acknowledges that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts that would constitute a violation of those provisions, and agrees that if Seller becomes aware of any such fact during the term of this Agreement, Seller shall immediately notify City.

#### **11.14 Notification of Limitations on Contributions**

Through its execution of this Agreement, Seller 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 any land or building to or from City whenever such transaction would require approval by a City elective officer or the board on which that City elective officer serves, from making any campaign contribution to the officer at any time from the commencement of negotiations for such contract until the termination of negotiations for such contract or three (3) months has elapsed from the date the contract is approved by the City elective officer, or the board on which that City elective officer serves.

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

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

#### **11.16 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.

### 11.17 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 Seller, and (b) by a duly adopted resolution of City's Public Utilities Commission, and (c) if required by City's Charter, by a duly adopted resolution of City's Board of Supervisors and Mayor.

### 11.18 Release of Claims

Seller, for itself, its agents, heirs, assigns, successors in interest, and any related or affiliated entities, hereby fully releases and discharges City, its agents, employees, officers, directors, divisions, attorneys, accountants, insurers, successors, and other representatives, and any and all related or affiliated private or public agencies or entities, from any and all causes of action, actions, judgments, liens, indebtedness, obligations, losses, claims, damages, expenses, liabilities, and demands, including, without limitation, any claim arising out of or pertaining, directly or indirectly, to the acquisition or use of the property interest described in this Agreement and/or the construction of any improvements thereon, including without limitation, inverse condemnation, nuisance, severance damages, relocation benefits, reestablishment benefits, the cost or value of any equipment or fixtures, attorneys' fees and costs, loss of goodwill, construction-related dust, noise, traffic, and other related construction activity, and lost rentals or business associated with construction of any improvements, and any other types of related losses or damages.

Seller acknowledges that it may hereafter discover facts or law different from, or in addition to that which it now believes to be true with respect to his/her release of claims as set forth in this Agreement, and understands that by executing this Agreement it is waiving any rights of claims for any other or future benefits or damages to which it might be entitled which are not specifically exempted in this Agreement. In giving this release, Seller expressly waives the protection of Civil Code Section 1542, which statute provides as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

If this Agreement is terminated this Section 11.18 shall have no force or effect.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, SELLER ACKNOWLEDGES AND AGREES THAT NO OFFICER OR EMPLOYEE OF CITY HAS AUTHORITY TO COMMIT CITY TO THIS AGREEMENT UNLESS AND UNTIL APPROPRIATE LEGISLATION OF CITY'S PUBLIC UTILITIES COMMISSION (AND, IF REQUIRED BY CITY'S CHARTER, APPROPRIATE LEGISLATION OF CITY'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 CITY UNDER THIS AGREEMENT ARE CONTINGENT UPON THE DUE ENACTMENT OF SUCH LEGISLATION.

*[Signatures on next page]*

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

SELLER:

**LAKE MERCED GOLF CLUB,**  
a California corporation

By: 

Printed name & Title: PRESIDENT  
JEFFREY T. PER

Date: March 1, 2018

CITY:

**CITY AND COUNTY OF SAN FRANCISCO,**  
a municipal corporation

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

**JOHN UPDIKE**  
Director of Property

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

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: 

Richard Handel,  
Deputy City Attorney

**EXHIBIT A**  
**TO**  
**AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE**  
**ACCESS EASEMENT DEED**

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

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

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

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

**EASEMENT DEED**  
**(Access Easement)**

(Portion of Assessor's Parcel No. 002-410-050)

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, LAKE MERCED GOLF CLUB, a California corporation ("**Grantor**"), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**Grantee**"), a permanent, exclusive easement for access purposes as further described below (the "**Easement**") over, across, along, and upon Grantor's real property in the City of Daly City, San Mateo County, California, as more particularly described in the attached **Exhibit 1** and depicted in the attached **Exhibit 2** (the "**Easement Area**").

**1. Nature of Easement.** The Easement includes the right to improve, inspect, maintain, repair, operate, and use a roadway for personnel and vehicles, approximately twenty (20) feet in width (the "**Road**"). The Easement includes the right to modify, remove, or replace the Road, provided that Grantee obtains Grantor's approval of the proposed modification, removal, and/or replacement, which approval shall not be unreasonably withheld, conditioned, or delayed. In an emergency, however, Grantee may, but shall not be obligated to, make such modifications as are reasonably necessary under the circumstances to preserve or restore the safe use of the Easement, without Grantor's prior approval, provided that Grantee shall give Grantor such notice of the modifications as is reasonable under the circumstances, which may be retroactively. The Easement also includes the right to conduct road grading, clearing of culverts, and vegetation management and the right to do such other things as are necessary for the full enjoyment and accomplishment of the purposes of the Easement. Grantee's rights under this Deed may be exercised by Grantee's agents, contractors, subcontractors, suppliers, consultants, employees, licensees, invitees, or representatives, or by other authorized persons acting for or on behalf of Grantee (collectively, "**Agents**").

**2. Maintenance.** Grantee shall be responsible, at its expense, to repair and maintain the Road only as to wear and tear caused by the proportionate use of the Road by Grantee and its Agents, and not wear and tear caused by use of the Road by others.



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

Grantee:

To: San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 10<sup>th</sup> Floor  
San Francisco, California 94103  
Attention: Brian Morelli, WSIP Right of Way  
Manager  
Facsimile No.: (415) 487-5200

With a copy to: Richard Handel  
Deputy City Attorney  
Office of the City Attorney  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4682  
Facsimile No.: (415) 554-4755

Grantor:

To: Lake Merced Golf Club  
Attn: General Manager  
2300 Junipero Serra Blvd.  
Daly City, CA 94015  
Fax: (650) 755-4569

A properly addressed notice transmitted by one of the foregoing methods shall be deemed received upon confirmed delivery, attempted delivery, or rejected delivery. Any telephone numbers, e-mail addresses, or facsimile numbers provided from one party to another are for convenience of communication; however, neither party may give official or binding notice by telephone, 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 e-mailed or telefacsimile copy of the notice.

4. **Run with the Land.** The provisions of this Easement Deed shall run with the land, burden the Easement Area, and bind and inure to the benefit of the respective successors and assigns of Grantee and Grantor. In the event Grantor sells, conveys, or assigns any property interest encumbered by the Agreement, Grantor shall notify the successor or assignee of the rights and obligations of both parties as stated in this Deed.

5. **Exhibits.** The Exhibits referenced in this Easement Deed are attached to and made a part of this Deed.

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

*[Remainder of page intentionally left blank.]*

Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**GRANTOR:**

LAKE MERCED GOLF CLUB,  
a California corporation

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2018

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_ 2018

**ACCEPTED:**

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

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

John Updike  
Director of Property

PUC Resolution: \_\_\_\_\_

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

**APPROVED AS TO FORM:**

DENNIS J. HERRERA, City Attorney

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

**CERTIFICATE OF ACCEPTANCE**

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

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

By: \_\_\_\_\_  
JOHN UPDIKE  
Director of Property

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)

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)

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

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

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)

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

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

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

I certify under Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

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

---

**EXHIBIT 1 TO**  
**ACCESS EASEMENT DEED**  
**LEGAL DESCRIPTION OF EASEMENT AREA**  
**FOR ACCESS EASEMENT**  
**[Attach Legal Description of Easement Area For Access Easement]**

**EXHIBIT B**

**TO**

**AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE**  
**(To be attached as Exhibit 2 to Access Easement Deed)**

**DEPICTION OF EASEMENT AREA**

**FOR ACCESS EASEMENT**

**EXHIBIT C**  
**TO**  
**AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE**  
**ELECTRICAL EASEMENT DEED**

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

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

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

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

**EASEMENT DEED**  
(Electrical Easement)

(Portion of Assessor's Parcel No. 002-410-050)

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, LAKE MERCED GOLF CLUB, a California corporation ("**Grantor**"), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**Grantee**"), a nonexclusive subsurface easement and nonexclusive surface easement, for the right to construct, reconstruct, renew, alter, operate, maintain, replace (with the initial or any other size) and repair such electrical power lines as the Grantee shall from time to time elect and all necessary maintenance access structures, laterals, and appurtenances thereto (the "**Easement**"), over, across, along, under, and upon Grantor's real property located at 2300 Junipero Serra Boulevard in the City of Daly City, San Mateo County, California, and commonly known as Assessor's Parcel 002-410-050. The specific location of the portion of Grantor's real property that is subject to the easement is more particularly described in the attached **Exhibit 1** and depicted in the attached **Exhibit 2** (the "**Easement Area**"). Maintenance access structures (manholes, etc.) constructed within the Easement Area shall not be covered by earth or other material and shall remain in an exposed and accessible condition at all times for routine and/or emergency maintenance that may be deemed necessary by the Grantee from time to time.

**1. Nature of Easement.** The Easement includes rights of free ingress, egress, and emergency access to the Easement Area over and across the remaining portion of the Grantor's property, provided that such rights of ingress, egress, and emergency access shall be limited to established roadways, pathways, avenues, or other routes to the extent possible and as reasonably necessary for the proper use of the rights granted by this Deed. Grantee is also granted the right to clear obstructions and vegetation from the Easement Area as may be required for the proper use of the other rights granted by this Deed and the right to do such other things as are necessary for the full enjoyment and accomplishment of the purposes of the Easement. Grantee's rights under this Deed may be exercised by Grantee's agents, contractors, subcontractors, suppliers, consultants, employees, licensees, invitees, or representatives, or by other authorized persons acting for or on behalf of Grantee (collectively, "**Agents**").



**2. Grantor's Use.** Grantor reserves the right to landscape or make such other use of the lands included within the Easement Area that is consistent with the Grantee's use; however, such use by Grantor shall not include the planting of trees or construction of permanent structures, including but not limited to buildings, outbuildings, swimming pools, tennis courts, retaining walls, decks, patios, or other concrete architectural structures within or over the Easement Area, or any other activity which may interfere with Grantee's full enjoyment of the Easement.

**3. Maintenance of Improvements.** Grantee shall be solely responsible for repairing and maintaining all of Grantee's facilities placed in, on, or under the Easement Area in good, safe, and secure condition, and Grantor shall have no duty whatsoever for any repair or maintenance of Grantee's facilities. Grantor shall maintain the surface of the Easement Area, provided that any damage, subsidence, or other injury to the Easement Area to the extent resulting from the presence of Grantee's facilities shall be remedied or repaired by Grantee.

**4. Abandonment of Easement.** If Grantee permanently abandons use of Grantee's facilities placed in, on, or under the Easement Area, Grantee shall remove all fixtures and improvements installed or maintained by Grantee within the Easement Area, or abandon them in place in accordance with Grantor's reasonable specifications, and Grantee shall restore the Easement Area to substantially the same condition prior to the installation of such facilities.

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

Grantee:

To: San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 10<sup>th</sup> Floor  
San Francisco, California 94103  
Attention: Brian Morelli, WSIP Right of Way  
Manager  
Facsimile No.: (415) 487-5200

With a copy to: Richard Handel  
Deputy City Attorney  
Office of the City Attorney  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4682  
Facsimile No.: (415) 554-4755

Grantor: Lake Merced Golf Club  
Attn: General Manager  
2300 Junipero Serra Blvd.  
Daly City, CA 94015  
Fax: (650) 755-4569

A properly addressed notice transmitted by one of the foregoing methods shall be deemed received upon confirmed delivery, attempted delivery, or rejected delivery. Any telephone numbers, e-mail addresses, or facsimile numbers provided from one party to another are for convenience of communication; however, neither party may give official or binding notice by

telephone, 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 e-mailed or telefacsimile copy of the notice.

4. **Run with the Land.** The provisions of this Easement Deed shall run with the land, burden the Easement Area, and bind and inure to the benefit of the respective successors and assigns of Grantee and Grantor. In the event Grantor sells, conveys, or assigns any property interest encumbered by the Agreement, Grantor shall notify the successor or assignee of the rights and obligations of both parties as stated in this Deed.

5. **Exhibits.** The Exhibits referenced in this Easement Deed are attached to and made a part of this Deed.

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

*[Remainder of page intentionally left blank.]*

Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**GRANTOR:**

LAKE MERCED GOLF CLUB,  
a California corporation

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_ 2018

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_ 2018

**ACCEPTED:**

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

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

John Updike  
Director of Property

PUC Resolution: \_\_\_\_\_

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

**APPROVED AS TO FORM:**

DENNIS J. HERRERA, City Attorney

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

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

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

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)

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

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

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)

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)

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)

---

**EXHIBIT 1 TO**  
**ELECTRICAL EASEMENT DEED**  
**LEGAL DESCRIPTION OF EASEMENT AREA**  
**FOR ELECTRICAL EASEMENT**  
**[Attach Legal Description of Easement Area For Electrical Easement]**

**EXHIBIT D**

**TO**

**AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE**  
**(To be attached as Exhibit 2 to Electrical Easement Deed)**

**DEPICTION OF EASEMENT AREA FOR**  
**ELECTRICAL EASEMENT DEED**

**[Attach Depiction of Easement Area]**

**EXHIBIT E**  
**TO**  
**AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE**  
**TELEPHONE EASEMENT DEED**

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

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

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

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

**EASEMENT DEED**  
**(Telephone Easement)**

(Portion of Assessor's Parcel No. 002-410-050)

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, LAKE MERCED GOLF CLUB, a California corporation ("**Grantor**"), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**Grantee**"), a nonexclusive subsurface easement and nonexclusive surface easement, for the right to construct, reconstruct, renew, alter, operate, maintain, replace (with the initial or any other size) and repair such telephone, fiber optic, or other similar telecommunication or data lines as the Grantee shall from time to time elect and all necessary maintenance access structures, laterals, and appurtenances thereto (the "**Easement**"), over, across, along, under, and upon Grantor's real property located at 2300 Junipero Serra Boulevard in the City of Daly City, San Mateo County, California, and commonly known as Assessor's Parcel 002-410-050. The specific location of the portion of Grantor's real property that is subject to the easement is more particularly described in the attached **Exhibit 1** and depicted in the attached **Exhibit 2** (the "**Easement Area**"). Maintenance access structures (manholes, etc.) constructed within the Easement Area shall not be covered by earth or other material and shall remain in an exposed and accessible condition at all times for routine and/or emergency maintenance that may be deemed necessary by the Grantee from time to time.

1. **Nature of Easement.** The Easement includes rights of free ingress, egress, and emergency access to the Easement Area over and across the remaining portion of the Grantor's property, provided that such rights of ingress, egress, and emergency access shall be limited to established roadways, pathways, avenues, or other routes to the extent possible and as reasonably necessary for the proper use of the rights granted by this Deed. Grantee is also granted the right to clear obstructions and vegetation from the Easement Area as may be required for the proper use of the other rights granted by this Deed and the right to do such other things as are necessary for the full enjoyment and accomplishment of the purposes of the Easement. Grantee's rights under this Deed may be exercised by Grantee's agents, contractors, subcontractors, suppliers,



consultants, employees, licensees, invitees, or representatives, or by other authorized persons acting for or on behalf of Grantee (collectively, "Agents").

**2. Grantor's Use.** Grantor reserves the right to landscape or make such other use of the lands included within the Easement Area that is consistent with the Grantee's use; however, such use by Grantor shall not include the planting of trees or construction of permanent structures, including but not limited to buildings, outbuildings, swimming pools, tennis courts, retaining walls, decks, patios, or other concrete architectural structures within or over the Easement Area, or any other activity which may interfere with Grantee's full enjoyment of the Easement.

**3. Maintenance of Improvements.** Grantee shall be solely responsible for repairing and maintaining all of Grantee's facilities placed in, on, or under the Easement Area in good, safe, and secure condition, and Grantor shall have no duty whatsoever for any repair or maintenance of Grantee's facilities. Grantor shall maintain the surface of the Easement Area, provided that any damage, subsidence, or other injury to the Easement Area to the extent resulting from the presence of Grantee's facilities shall be remedied or repaired by Grantee.

**4. Abandonment of Easement.** If Grantee permanently abandons use of Grantee's facilities placed in, on, or under the Easement Area, Grantee shall remove all fixtures and improvements installed or maintained by Grantee within the Easement Area, or abandon them in place in accordance with Grantor's reasonable specifications, and Grantee shall restore the Easement Area to substantially the same condition prior to the installation of such facilities.

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

Grantee:

To: San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 10<sup>th</sup> Floor  
San Francisco, California 94103  
Attention: Brian Morelli, WSIP Right of Way  
Manager  
Facsimile No.: (415) 487-5200

With a copy to: Richard Handel  
Deputy City Attorney  
Office of the City Attorney  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4682  
Facsimile No.: (415) 554-4755

Grantor: Lake Merced Golf Club  
Attn: General Manager  
2300 Junipero Serra Blvd.  
Daly City, CA 94015  
Fax: (650) 755-4569

A properly addressed notice transmitted by one of the foregoing methods shall be deemed received upon confirmed delivery, attempted delivery, or rejected delivery. Any telephone numbers, e-mail addresses, or facsimile numbers provided from one party to another are for

convenience of communication; however, neither party may give official or binding notice by telephone, 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 e-mailed or telefacsimile copy of the notice.

**4. Run with the Land.** The provisions of this Easement Deed shall run with the land, burden the Easement Area, and bind and inure to the benefit of the respective successors and assigns of Grantee and Grantor. In the event Grantor sells, conveys, or assigns any property interest encumbered by the Agreement, Grantor shall notify the successor or assignee of the rights and obligations of both parties as stated in this Deed.

**5. Exhibits.** The Exhibits referenced in this Easement Deed are attached to and made a part of this Deed.

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

*[Remainder of page intentionally left blank.]*

Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**GRANTOR:**

**LAKE MERCED GOLF CLUB,**  
a California corporation

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_ 2018

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_ 2018

**ACCEPTED:**

**CITY AND COUNTY OF SAN FRANCISCO,**  
a municipal corporation

By: \_\_\_\_\_  
John Updike  
Director of Property

PUC Resolution: \_\_\_\_\_

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

**APPROVED AS TO FORM:**

DENNIS J. HERRERA, City Attorney

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

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

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

SS

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)

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

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

SS

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)

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

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

SS

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)

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

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

SS

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

I certify under Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

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

**EXHIBIT 1 TO**

**TELEPHONE EASEMENT DEED**

**LEGAL DESCRIPTION OF EASEMENT AREA**

**FOR TELEPHONE EASEMENT**

**[Attach Legal Description of Easement Area For Telephone Easement]**

**EXHIBIT F**

**TO**

**AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE**  
**(To be attached as Exhibit 2 to Telephone Easement Deed)**

**DEPICTION OF EASEMENT AREA FOR**  
**TELEPHONE EASEMENT DEED**

**[Attach Depiction of Easement Area]**

**EXHIBIT G**  
**TO**  
**AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE**  
**STORM DRAIN EASEMENT DEED**

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

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

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

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

EASEMENT DEED  
(Storm Drain Easement)

(Portion of Assessor's Parcel No. 002-410-050)

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, LAKE MERCED GOLF CLUB, a California corporation ("**Grantor**"), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**Grantee**"), a nonexclusive subsurface easement and nonexclusive surface easement for the right to construct, reconstruct, renew, alter, operate, maintain, replace (with the initial or any other size) and repair such water pipe or pipes as the Grantee shall from time to time elect for conveying storm and waste water and all necessary maintenance access structures, laterals, and appurtenances thereto (the "**Easement**"), over, across, along, under, and upon Grantor's real property located at 2300 Junipero Serra Boulevard in the City of Daly City, San Mateo County, California, and commonly known as Assessor's Parcel 002-410-050. The specific location of the portion of Grantor's real property that is subject to the easement is more particularly described in the attached **Exhibit 1** and depicted in the attached **Exhibit 2** (the "**Easement Area**"). Maintenance access structures (manholes, etc.) constructed within the Easement Area shall not be covered by earth or other material and shall remain in an exposed and accessible condition at all times for routine and/or emergency maintenance that may be deemed necessary by the Grantee from time to time.

**1. Nature of Easement.** The Easement includes rights of free ingress, egress, and emergency access to the Easement Area over and across the remaining portion of the Grantor's property, provided that such rights of ingress, egress, and emergency access shall be limited to established roadways, pathways, avenues, or other routes to the extent possible and as reasonably necessary for the proper use of the rights granted by this Deed. Grantee is also granted the right to clear obstructions and vegetation from the Easement Area as may be required for the proper use of the other rights granted by this Deed and the right to do such other things as are necessary for the full enjoyment and accomplishment of the purposes of the Easement. Grantee's rights under this Deed may be exercised by Grantee's agents, contractors, subcontractors, suppliers,



consultants, employees, licensees, invitees, or representatives, or by other authorized persons acting for or on behalf of Grantee (collectively, "Agents").

**2. Grantor's Use.** Grantor reserves the right to landscape or make such other use of the lands included within the Easement Area that is consistent with the Grantee's use; however, such use by Grantor shall not include the planting of trees or construction of permanent structures, including but not limited to buildings, outbuildings, swimming pools, tennis courts, retaining walls, decks, patios, or other concrete architectural structures within or over the Easement Area, or any other activity which may interfere with Grantee's full enjoyment of the Easement.

**3. Maintenance of Improvements.** Grantee shall be solely responsible for repairing and maintaining all of Grantee's facilities placed in, on, or under the Easement Area in good, safe, and secure condition, and Grantor shall have no duty whatsoever for any repair or maintenance of Grantee's facilities. Grantor shall maintain the surface of the Easement Area, provided that any damage, subsidence, or other injury to the Easement Area to the extent resulting from the presence of Grantee's facilities shall be remedied or repaired by Grantee.

**4. Abandonment of Easement.** If Grantee permanently abandons use of Grantee's facilities placed in, on, or under the Easement Area, Grantee shall remove all fixtures and improvements installed or maintained by Grantee within the Easement Area, or abandon them in place in accordance with Grantor's reasonable specifications, and Grantee shall restore the Easement Area to substantially the same condition prior to the installation of such facilities.

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

Grantee:

To: San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 10<sup>th</sup> Floor  
San Francisco, California 94103  
Attention: Brian Morelli, WSIP Right of Way  
Manager  
Facsimile No.: (415) 487-5200

With a copy to: Richard Handel  
Deputy City Attorney  
Office of the City Attorney  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4682  
Facsimile No.: (415) 554-4755

Grantor:

To: Lake Merced Golf Club  
Attn: General Manager  
2300 Junipero Serra Blvd.  
Daly City, CA 94015  
Fax: (650) 755-4569

A properly addressed notice transmitted by one of the foregoing methods shall be deemed received upon confirmed delivery, attempted delivery, or rejected delivery. Any telephone

numbers, e-mail addresses, or facsimile numbers provided from one party to another are for convenience of communication; however, neither party may give official or binding notice by telephone, 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 e-mailed or telefacsimile copy of the notice.

**6. Run with the Land.** The provisions of this Easement Deed shall run with the land, burden the Easement Area, and bind and inure to the benefit of the respective successors and assigns of Grantee and Grantor. In the event Grantor sells, conveys, or assigns any property interest encumbered by the Agreement, Grantor shall notify the successor or assignee of the rights and obligations of both parties as stated in this Deed.

**7. Exhibits.** The Exhibits referenced in this Easement Deed are attached to and made a part of this Deed.

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

*[Remainder of page intentionally left blank.]*

Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**GRANTOR:**

LAKE MERCED GOLF CLUB,  
a California corporation

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2018

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2018

**ACCEPTED:**

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

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

John Updike  
Director of Property

PUC Resolution: \_\_\_\_\_

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

**APPROVED AS TO FORM:**

DENNIS J. HERRERA, City Attorney

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

**CERTIFICATE OF ACCEPTANCE**

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

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

By: \_\_\_\_\_  
JOHN UPDIKE  
Director of Property

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

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

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)

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

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

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)

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)

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)

**EXHIBIT 1 TO**

**STORM DRAIN EASEMENT DEED**

**LEGAL DESCRIPTION OF EASEMENT AREA**

**FOR STORM DRAIN EASEMENT**

**[Attach Legal Description of Easement Area For Storm Drain Easement]**

**EXHIBIT H**

**TO**

**AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE**  
**(To be attached as Exhibit 2 to the Storm Drain Easement Deed)**

**DEPICTION OF EASEMENT AREA FOR**

**STORM DRAIN EASEMENT**

**[Attach Depiction of Easement Area]**



**EXHIBIT I**  
**TO**  
**AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE**  
**SANITARY SEWER EASEMENT DEED**

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

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

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

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

**EASEMENT DEED**  
**(Sanitary Sewer Easement)**

(Portion of Assessor's Parcel No. 002-410-050)

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged LAKE MERCED GOLF CLUB, a California corporation ("**Grantor**"), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**Grantee**"), a nonexclusive subsurface easement and nonexclusive surface easement, for the right to construct, reconstruct, renew, alter, operate, maintain, replace (with the initial or any other size) and repair such subterranean sanitary sewer or sewers as the Grantee shall from time to time elect for conveying, waste water and effluent and all necessary surface and subterranean maintenance access structures, laterals, and appurtenances thereto (the "**Easement**"), over, across, along, under, and upon Grantor's real property located at 2300 Junipero Serra Boulevard in the City of Daly City, San Mateo County, California, and commonly known as Assessor's Parcel 002-410-050. The specific location of the portion of Grantor's real property that is subject to the Easement is described in attached **Exhibit 1** and depicted in the attached **Exhibit 2** (the "**Easement Area**"). Maintenance access structures (manholes, etc.) constructed within the Easement Area shall not be covered by earth or other material and shall remain in an exposed and accessible condition at all times for routine and/or emergency maintenance that may be deemed necessary by the Grantee from time to time.

**1. Nature of Easement.** The Easement includes rights of free ingress, egress, and emergency access to the Easement Area over and across the remaining portion of the Grantor's property, provided that such rights of ingress, egress, and emergency access shall be limited to established roadways, pathways, avenues, or other routes to the extent possible and as reasonably necessary for the proper use of the rights granted by this Deed. Grantee is also granted the right to clear obstructions and vegetation from the Easement Area as may be required for the proper use of the other rights granted by this Deed and the right to do such other things as are necessary for the full enjoyment and accomplishment of the purposes of the Easement. Grantee's rights under this Deed may be exercised by Grantee's agents, contractors, subcontractors, suppliers,

consultants, employees, licensees, invitees, or representatives, or by other authorized persons acting for or on behalf of Grantee (collectively, "Agents").

**2. Grantor's Use.** Grantor reserves the right to landscape or make such other use of the lands included within the Easement Area that is consistent with the Grantee's use; however, such use by Grantor shall not include the planting of trees or construction of permanent structures, including but not limited to buildings, outbuildings, swimming pools, tennis courts, retaining walls, decks, patios, or other concrete architectural structures within or over the Easement Area, or any other activity which may interfere with Grantee's full enjoyment of the Easement.

**3. Maintenance of Improvements.** Grantee shall be solely responsible for repairing and maintaining all of Grantee's facilities placed in, on, or under the Easement Area in good, safe, and secure condition, and Grantor shall have no duty whatsoever for any repair or maintenance of Grantee's facilities. Grantor shall maintain the surface of the Easement Area, provided that any damage, subsidence, or other injury to the Easement Area to the extent resulting from the presence of Grantee's facilities shall be remedied or repaired by Grantee.

**4. Abandonment of Easement.** If Grantee permanently abandons use of Grantee's facilities placed in, on, or under the Easement Area, Grantee shall remove all fixtures and improvements installed or maintained by Grantee within the Easement Area, or abandon them in place in accordance with Grantor's reasonable specifications, and Grantee shall restore the Easement Area to substantially the same condition prior to the installation of such facilities.

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

Grantee:

To: San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 10<sup>th</sup> Floor  
San Francisco, California 94103  
Attention: Brian Morelli, WSIP Right of Way  
Manager  
Facsimile No.: (415) 487-5200

With a copy to:

Richard Handel  
Deputy City Attorney  
Office of the City Attorney  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4682  
Facsimile No.: (415) 554-4755

Grantor:

To: Lake Merced Golf Club  
Attn: General Manager  
2300 Junipero Serra Blvd.  
Daly City, CA 94015  
Fax: (650) 755-4569

A properly addressed notice transmitted by one of the foregoing methods shall be deemed received upon confirmed delivery, attempted delivery, or rejected delivery. Any telephone numbers, e-mail addresses, or facsimile numbers provided from one party to another are for

convenience of communication; however, neither party may give official or binding notice by telephone, 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 e-mailed or telefacsimile copy of the notice.

**6. Run with the Land.** The provisions of this Easement Deed shall run with the land, burden the Easement Area, and bind and inure to the benefit of the respective successors and assigns of Grantee and Grantor. In the event Grantor sells, conveys, or assigns any property interest encumbered by the Agreement, Grantor shall notify the successor or assignee of the rights and obligations of both parties as stated in this Deed.

**7. Exhibits.** The Exhibits referenced in this Easement Deed are attached to and made a part of this Deed.

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

*[Remainder of page intentionally left blank.]*

Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**GRANTOR:**

LAKE MERCED GOLF CLUB,  
a California corporation

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2018

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2018

**ACCEPTED:**

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
John Updike  
Director of Property

PUC Resolution: \_\_\_\_\_

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

**APPROVED AS TO FORM:**

DENNIS J. HERRERA, City Attorney

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

**CERTIFICATE OF ACCEPTANCE**

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

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

By: \_\_\_\_\_  
JOHN UPDIKE  
Director of Property

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

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

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)

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

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

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)

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

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

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)

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

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

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

I certify under Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

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

**EXHIBIT 1 TO**

**SANITARY SEWER EASEMENT DEED**

**LEGAL DESCRIPTION OF EASEMENT AREA**

**FOR SANITARY SEWER EASEMENT**

**[Attach Legal Description of Easement Area For Sanitary Sewer Easement]**



**EXHIBIT J**

**TO**

**AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE  
(To be attached as Exhibit 2 to the Sanitary Sewer Easement Deed)**

**DEPICTION OF EASEMENT AREA FOR  
SANITARY SEWER EASEMENT DEED**

*[See following page]*

**EXHIBIT K**  
**TO**  
**AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE**  
**UTILITY WATER EASEMENT DEED**

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

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

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

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

**EASEMENT DEED**  
**(Utility Water Easement)**

(Portion of Assessor's Parcel No. 002-410-050)

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged LAKE MERCED GOLF CLUB, a California corporation ("**Grantor**"), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**Grantee**"), a nonexclusive subsurface easement and nonexclusive surface easement, for the right to construct, reconstruct, renew, alter, operate, maintain, replace (with the initial or any other size) and repair such subterranean water pipes as the Grantee shall from time to time elect for conveying water and all necessary surface and subterranean maintenance access structures, laterals, and appurtenances thereto (the "**Easement**"), over, across, along, under, and upon Grantor's real property located at 2300 Junipero Serra Boulevard in the City of Daly City, San Mateo County, California, and commonly known as Assessor's Parcel 002-410-050. The specific location of the portion of Grantor's real property that is subject to the Easement is described in attached **Exhibit 1** and depicted in the attached **Exhibit 2** (the "**Easement Area**"). Maintenance access structures (manholes, etc.) constructed within the Easement Area shall not be covered by earth or other material and shall remain in an exposed and accessible condition at all times for routine and/or emergency maintenance that may be deemed necessary by the Grantee from time to time.

**1. Nature of Easement.** The Easement includes rights of free ingress, egress, and emergency access to the Easement Area over and across the remaining portion of the Grantor's property, provided that such rights of ingress, egress, and emergency access shall be limited to established roadways, pathways, avenues, or other routes to the extent possible and as reasonably necessary for the proper use of the rights granted by this Deed. Grantee is also granted the right to clear obstructions and vegetation from the Easement Area as may be required for the proper use of the other rights granted by this Deed and the right to do such other things as are necessary for the full enjoyment and accomplishment of the purposes of the Easement. Grantee's rights under this Deed may be exercised by Grantee's agents, contractors, subcontractors, suppliers,

consultants, employees, licensees, invitees, or representatives, or by other authorized persons acting for or on behalf of Grantee (collectively, "Agents").

**2. Grantor's Use.** Grantor reserves the right to landscape or make such other use of the lands included within the Easement Area that is consistent with the Grantee's use; however, such use by Grantor shall not include the planting of trees or construction of permanent structures, including but not limited to buildings, outbuildings, swimming pools, tennis courts, retaining walls, decks, patios, or other concrete architectural structures within or over the Easement Area, or any other activity which may interfere with Grantee's full enjoyment of the Easement.

**3. Maintenance of Improvements.** Grantee shall be solely responsible for repairing and maintaining all of Grantee's facilities placed in, on, or under the Easement Area in good, safe, and secure condition, and Grantor shall have no duty whatsoever for any repair or maintenance of Grantee's facilities. Grantor shall maintain the surface of the Easement Area, provided that any damage, subsidence, or other injury to the Easement Area to the extent resulting from the presence of Grantee's facilities shall be remedied or repaired by Grantee.

**4. Abandonment of Easement.** If Grantee permanently abandons use of Grantee's facilities placed in, on, or under the Easement Area, Grantee shall remove all fixtures and improvements installed or maintained by Grantee within the Easement Area, or abandon them in place in accordance with Grantor's reasonable specifications, and Grantee shall restore the Easement Area to substantially the same condition prior to the installation of such facilities.

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

Grantee:

To: San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 10<sup>th</sup> Floor  
San Francisco, California 94103  
Attention: Brian Morelli, WSIP Right of Way  
Manager  
Facsimile No.: (415) 487-5200

With a copy to:

Richard Handel  
Deputy City Attorney  
Office of the City Attorney  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4682  
Facsimile No.: (415) 554-4755

Grantor:

To: Lake Merced Golf Club  
Attn: General Manager  
2300 Junipero Serra Blvd.  
Daly City, CA 94015  
Fax: (650) 755-4569

A properly addressed notice transmitted by one of the foregoing methods shall be deemed received upon confirmed delivery, attempted delivery, or rejected delivery. Any telephone numbers, e-mail addresses, or facsimile numbers provided from one party to another are for

convenience of communication; however, neither party may give official or binding notice by telephone, 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 e-mailed or telefacsimile copy of the notice.

**6. Run with the Land.** The provisions of this Easement Deed shall run with the land, burden the Easement Area, and bind and inure to the benefit of the respective successors and assigns of Grantee and Grantor. In the event Grantor sells, conveys, or assigns any property interest encumbered by the Agreement, Grantor shall notify the successor or assignee of the rights and obligations of both parties as stated in this Deed.

**7. Exhibits.** The Exhibits referenced in this Easement Deed are attached to and made a part of this Deed.

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

*[Remainder of page intentionally left blank.]*

Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**GRANTOR:**

LAKE MERCED GOLF CLUB,  
a California corporation

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2018

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2018

**ACCEPTED:**

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
John Updike  
Director of Property

PUC Resolution: \_\_\_\_\_

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

**APPROVED AS TO FORM:**

DENNIS J. HERRERA, City Attorney

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

**CERTIFICATE OF ACCEPTANCE**

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

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

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

JOHN UPDIKE  
Director of Property

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

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

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)

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

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

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)

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)

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)



**EXHIBIT 1 TO**  
**UTILITY WATER EASEMENT DEED**  
**LEGAL DESCRIPTION OF EASEMENT AREA**  
**FOR UTILITY WATER EASEMENT**  
**[Attach Legal Description of Easement Area For Utility Water Easement]**

**EXHIBIT L**

**TO**

**AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE  
(To be attached as Exhibit 2 to the Utility Water Easement Deed)**

**DEPICTION OF EASEMENT AREA FOR  
UTILITY WATER EASEMENT DEED**

*[See following page]*

EXHIBIT M

TO

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

WELL/BUILDING EASEMENT DEED

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

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

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

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

EASEMENT DEED  
(Well/Building Easement)

(Portion of Assessor's Parcel No. 002-410-050)

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, LAKE MERCED GOLF CLUB, a California corporation ("Grantor"), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("Grantee"), an exclusive, perpetual easement for the construction, operation, use, reconstruction, replacement, repair, and maintenance of a water well approximately seven hundred and thirty feet in depth, with well casing, pumps, water pipes and related braces, connections, fastenings and other appliances, appurtenances and fixtures, including electrical controls and cables for use in connection therewith (collectively, "Grantee's Facilities"), to draw water from Grantor's subsurface lands up through the well, and transmit the water via an eight (8)-inch diameter subsurface pipe from the well to Grantee's water distribution lines and system (the "Easement") on, under, over, and across Grantor's real property in the City of Daly City, San Mateo County, California, as more particularly described in the attached Exhibit 1 and depicted in the attached Exhibit 2 (the "Easement Area").

1. **Nature of Easement.** The Easement shall include (a) the right to construct, install, maintain, repair, and replace security fencing and/or sound walls within the Easement Area, (b) rights of free ingress, egress, and emergency access to the Easement Area over and across the remaining portion of the Grantor's property, provided that such rights of ingress, egress, and emergency access shall be limited to established roadways, pathways, avenues, or other routes to the extent possible and as reasonably necessary for the proper use of the rights granted by this Deed, (c) the right to park vehicles and store tools, equipment, supplies, and excavated soils on the Easement Area on a temporary basis during construction and maintenance of Grantee's Facilities, (d) the right to manage vegetation that may impinge on the Easement Area, and (e) the right to make such other improvements and take such other actions as may be reasonably necessary for the full enjoyment and accomplishment of the purposes of the Easement. Grantee's rights under this Deed may be exercised by Grantee's agents, contractors, subcontractors, suppliers, consultants,

employees, licensees, invitees, or representatives, or by other authorized persons acting for or on behalf of Grantee (collectively, "Agents").

**2. Maintenance of Improvements.** Grantee shall be solely responsible for repairing and maintaining all of Grantee's facilities placed in, on, or under the Easement Area in good, safe, secure, and sightly condition, and Grantor shall have no duty whatsoever for any repair or maintenance of Grantee's facilities. Grantor shall maintain the surface of the Easement Area, provided that any damage, subsidence, or other injury to the Easement Area to the extent resulting from the presence of Grantee's facilities shall be remedied or repaired by Grantee.

**3. Abandonment of Easement.** If Grantee permanently abandons use of Grantee's facilities placed in, on, or under the Easement Area, Grantee shall remove all fixtures and improvements installed or maintained by Grantee within the Easement Area, or abandon them in place in accordance with Grantor's reasonable specifications, and Grantee shall restore the Easement Area to substantially the same condition prior to the installation of such facilities.

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

Grantee:

To: San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 10<sup>th</sup> Floor  
San Francisco, California 94103  
Attention: Brian Morelli, WSIP Right of Way  
Manager  
Facsimile No.: (415) 487-5200

With a copy to: Richard Handel  
Deputy City Attorney  
Office of the City Attorney  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4682  
Facsimile No.: (415) 554-4755

Grantor:

To: Lake Merced Golf Club  
Attn: General Manager  
2300 Junipero Serra Blvd.  
Daly City, CA 94015  
Fax: (650) 755-4569

A properly addressed notice transmitted by one of the foregoing methods shall be deemed received upon confirmed delivery, attempted delivery, or rejected delivery. Any telephone numbers, e-mail addresses, or facsimile numbers provided from one party to another are for convenience of communication; however, neither party may give official or binding notice by telephone, 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 e-mailed or telefacsimile copy of the notice.

**5. Run with the Land.** The provisions of this Easement Deed shall run with the land, burden the Easement Area, and bind and inure to the benefit of the respective successors and

---

assigns of Grantee and Grantor. In the event Grantor sells, conveys, or assigns any property interest encumbered by the Agreement, Grantor shall notify the successor or assignee of the rights and obligations of both parties as stated in this Deed.

**6. Exhibits.** The Exhibits referenced in this Easement Deed are attached to and made a part of this Deed.

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

*[Remainder of page intentionally left blank.]*

Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**GRANTOR:**

LAKE MERCED GOLF CLUB,  
a California corporation

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_ 2018

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_ 2018

**ACCEPTED:**

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
John Updike  
Director of Property

PUC Resolution: \_\_\_\_\_

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

**APPROVED AS TO FORM:**

DENNIS J. HERRERA, City Attorney

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

**CERTIFICATE OF ACCEPTANCE**

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

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

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

JOHN UPDIKE  
Director of Property

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

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

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)

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

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

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)



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)

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)

**EXHIBIT 1 TO**  
**WELL/BUILDING EASEMENT DEED**  
**LEGAL DESCRIPTION OF EASEMENT AREA**  
**FOR WELL/BUILDING EASEMENT**  
**[Attach Legal Description of Easement Area For Well/Building Easement]**

**EXHIBIT N TO**

**AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE**  
**(To be attached as Exhibit 2 to the Well/Building Easement Deed)**

**DEPICTION OF EASEMENT AREA FOR  
WELL/BUILDING EASEMENT DEED**

*[See following page]*

**EXHIBIT O**  
**TO**  
**AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE**  
**TEMPORARY CONSTRUCTION EASEMENT DEED**

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

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

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

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

**EASEMENT DEED**  
(Temporary Construction Easements)

(Portion of Assessor's Parcel No. 002-410-050)

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged LAKE MERCED GOLF CLUB, a California corporation ("**Grantor**"), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**Grantee**") two (2) temporary, exclusive easements for construction and access purposes as further described below (the "**Easements**") over, across, under, and upon Grantor's real property located at 2300 Junipero Serra Boulevard in the City of Daly City, San Mateo County, California, and commonly known as Assessor's Parcel 002-410-050. The specific location of the portion of Grantor's real property that is subject to the Easement is described in the attached **Exhibits 1A and 1B** and depicted in the attached **Exhibits 2A and 2B** (the "**Easement Areas**").

**1. Nature of Easements.** The Easement Areas shall consist of an exclusive surface easement that shall be used primarily for construction staging and general construction-related activities. Grantee's rights to use any portion of the Easement Area shall include (a) the right to store, use, and stage construction trailers, equipment, vehicles, machinery, tools, materials, supplies, and excavated soils in connection with the construction of Grantee's Regional Groundwater Storage and Recovery Project (the "**Project**"); (b) the right to improve, repair, and maintain the Easement Area, including grading, installation of paving and/or crushed rock, fencing, management of vegetation impinging on the Easement Area; and (c) such other rights as are reasonably necessary for the full enjoyment and accomplishment of the purposes of the Easement. Grantee's rights under this Deed may be exercised by Grantee's agents, contractors, subcontractors, suppliers,

consultants, employees, licensees, invitees, or representatives, or by other authorized persons acting for or on behalf of Grantee.

2. **Term of Easement.** The term of the Easement shall commence on the date (the "Commencement Date") on which Grantee's contractor first enters the Easement Area to commence staging in connection with construction of the Project after Grantee's issuance of a Notice to Proceed to the contractor. Grantee shall provide, or cause its contractor to provide, at least thirty (30) days' advance written notice to Grantor of the Commencement Date. At the request of either party, Grantor and Grantee shall confirm in writing the Commencement Date. The Easement shall expire on the last day of the eighteenth (18<sup>th</sup>) full calendar month after the Commencement Date; however, Grantee shall have the option to extend the term on a month-to-month basis not to exceed an additional twelve (12) months beyond the original expiration term of the easement. Thirty (30) days' written notice will be given to Grantor if Grantee elects to exercise its option for any such extension. Upon expiration of the extended term, Grantee shall pay Grantor an additional sum for any such extensions at the same rate paid for the initial term (prorated on a monthly basis).

3. **Restoration.** Upon the earlier of expiration of the term of the Easement or Grantee's completion of the Project, Grantee shall restore, as nearly as reasonably possible, the surface of the Easement Area to its condition immediately prior to the commencement of the work related to the Project.

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

**Grantee:**

To: San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 10<sup>th</sup> Floor  
San Francisco, California 94103  
Attention: Brian Morelli, WSIP Right of Way  
Manager  
Facsimile No.: (415) 487-5200

With a copy to: Richard Handel  
Deputy City Attorney  
Office of the City Attorney  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4682  
Facsimile No.: (415) 554-4755

**Grantor:**

**To:** Lake Merced Golf Club  
Attn: General Manager  
2300 Junipero Serra Blvd.  
Daly City, CA 94015  
Fax: (650) 755-4569

A properly addressed notice transmitted by one of the foregoing methods shall be deemed received upon confirmed delivery, attempted delivery, or rejected delivery. Any telephone numbers, e-mail addresses, or facsimile numbers provided from one party to another are for convenience of communication; however, neither party may give official or binding notice by telephone, 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 e-mailed or telefacsimile copy of the notice.

**5. Run with the Land.** The provisions of this Easement Deed shall run with the land, burden the Easement Area, and bind and inure to the benefit of the respective successors and assigns of Grantee and Grantor. In the event Grantor sells, conveys, or assigns any property interest encumbered by the Agreement, Grantor shall notify the successor or assignee of the rights and obligations of both parties as stated in this Deed.

**6. Exhibits.** The Exhibits referenced in this Deed are attached to and made a part of this Deed.

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

*[Remainder of page intentionally left blank.]*

Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**GRANTOR:**

LAKE MERCED GOLF CLUB,  
a California corporation

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

Date: \_\_\_\_\_, 2018

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

Date: \_\_\_\_\_, 2018

**ACCEPTED:**

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

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

John Updike  
Director of Property

PUC Resolution: \_\_\_\_\_

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

**APPROVED AS TO FORM:**

DENNIS J. HERRERA, City Attorney

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

Richard Handel, Deputy City Attorney

CERTIFICATE OF ACCEPTANCE

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

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

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

JOHN UPDIKE  
Director of Property



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)

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)

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)

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)

**EXHIBITS 1A AND 1B TO**

**TEMPORARY CONSTRUCTION EASEMENT DEED**

**LEGAL DESCRIPTION OF EASEMENT AREAS  
FOR TEMPORARY CONSTRUCTION EASEMENTS**

**[Attach Legal Description of Easement Areas For Temporary Construction Easements]**

**EXHIBIT P**

**TO**

**AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE**  
**(To be attached as Exhibits 2A and 2B to the Temporary Construction Easement Deed)**

**DEPICTION OF EASEMENT AREA FOR**  
**TEMPORARY CONSTRUCTION EASEMENTS**

*[See following page]*

**EXHIBIT Q**  
**TO**  
**AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE**  
**ELECTRICAL UTILITY LINE EASEMENT 2 DEED**

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

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

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

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

**EASEMENT DEED**  
(Utility Line Easement)

(Portion of Assessor's Parcel No. 002-410-050)

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, LAKE MERCED GOLF CLUB, a California corporation ("**Grantor**"), hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("**Grantee**"), a nonexclusive subsurface easement and nonexclusive surface easement, for the right to construct, reconstruct, renew, alter, operate, maintain, replace (with the initial or any other size) and repair such telephone or electrical power lines as the Grantee shall from time to time elect and all necessary maintenance access structures, laterals, and appurtenances thereto (the "**Easement**"), over, across, along, under, and upon Grantor's real property located at 2300 Junipero Serra Boulevard in the City of Daly City, San Mateo County, California, and commonly known as Assessor's Parcel 002-410-050. The specific location of the portion of Grantor's real property that is subject to the Easement is described in the attached **Exhibit 1** and depicted in the attached **Exhibit 2** (the "**Easement Area**"). Maintenance access structures (manholes, etc.) constructed within the Easement Area shall not be covered by earth or other material and shall remain in an exposed and accessible condition at all times for routine and/or emergency maintenance that may be deemed necessary by the Grantee from time to time.

**1. Nature of Easement.** The Easement includes rights of free ingress, egress, and emergency access to the Easement Area over and across the remaining portion of the Grantor's property, provided that such rights of ingress, egress, and emergency access shall be limited to established roadways, pathways, avenues, or other routes to the extent possible and as reasonably necessary for the proper use of the rights granted by this Deed. Grantee is also granted the right to clear obstructions and vegetation from the Easement Area as may be required for the proper use of the other rights granted by this Deed and the right to do such other things as are necessary for the full enjoyment and accomplishment of the purposes of the Easement. Grantee's rights under this Deed may be exercised by Grantee's agents, contractors, subcontractors, suppliers, consultants, employees, licensees, invitees, or representatives, or by other authorized persons acting for or on behalf of Grantee (collectively, "**Agents**").

2. **Grantor's Use.** Grantor reserves the right to landscape or make such other use of the lands included within the Easement Area that is consistent with the Grantee's use; however, such use by Grantor shall not include the planting of trees or construction of permanent structures, including but not limited to buildings, outbuildings, swimming pools, tennis courts, retaining walls, decks, patios, or other concrete architectural structures within or over the Easement Area, or any other activity which may interfere with Grantee's full enjoyment of the Easement.

3. **Maintenance of Improvements.** Grantee shall be solely responsible for repairing and maintaining all of Grantee's facilities placed in, on, or under the Easement Area in good, safe, and secure condition, and Grantor shall have no duty whatsoever for any repair or maintenance of Grantee's facilities. Grantor shall maintain the surface of the Easement Area, provided that any damage, subsidence, or other injury to the Easement Area to the extent resulting from the presence of Grantee's facilities shall be remedied or repaired by Grantee.

4. **Abandonment of Easement.** If Grantee permanently abandons use of Grantee's facilities placed in, on, or under the Easement Area, Grantee shall remove all fixtures and improvements installed or maintained by Grantee within the Easement Area, or abandon them in place in accordance with Grantor's reasonable specifications, and Grantee shall restore the Easement Area to substantially the same condition prior to the installation of such facilities.

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

Grantee:

To: PG&E  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Facsimile No.: \_\_\_\_\_

With a copy to: [SFPUC notice?]

Grantor:

To: Lake Merced Golf Club  
Attn: General Manager  
2300 Junipero Serra Blvd.  
Daly City, CA 94015  
Fax: (650) 755-4569

A properly addressed notice transmitted by one of the foregoing methods shall be deemed received upon confirmed delivery, attempted delivery, or rejected delivery. Any telephone numbers, e-mail addresses, or facsimile numbers provided from one party to another are for convenience of communication; however, neither party may give official or binding notice by telephone, 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 e-mailed or telefacsimile copy of the notice.

6. **Run with the Land.** The provisions of this Easement Deed shall run with the land, burden the Easement Area, and bind and inure to the benefit of the respective successors and assigns of Grantee and Grantor. In the event Grantor sells, conveys, or assigns any property interest

encumbered by the Agreement, Grantor shall notify the successor or assignee of the rights and obligations of both parties as stated in this Deed.

7. **Exhibits.** The Exhibits referenced in this Easement Deed are attached to and made a part of this Deed.

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

*[Remainder of page intentionally left blank.]*

Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**GRANTOR:**

LAKE MERCED GOLF CLUB,  
a California corporation

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_ 2018

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_ 2018

**ACCEPTED:**

PACIFIC GAS AND ELECTRIC COMPANY, a  
California corporation

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_ 2018



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

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

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)

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

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

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)

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)

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)

**EXHIBIT 1 TO**  
**ELECTRICAL UTILITY LINE EASEMENT 2 DEED**  
**LEGAL DESCRIPTION OF EASEMENT AREA**  
**FOR ELECTRICAL UTILITY LINE EASEMENT 2**  
**[Attach Legal Description of Easement Area for**  
**Electrical Utility Line Easement 2]**

**EXHIBIT R**

**TO**

**AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE**  
**(To be attached as Exhibit 2 to the Electrical Utility Line Easement 2 Deed)**

**DEPICTION OF EASEMENT AREA FOR**  
**ELECTRICAL UTILITY LINE EASEMENT 2**

*[See following page]*

**EXHIBIT S**  
**TO**  
**AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE**  
**WELL DISCHARGE EASEMENT DEED**

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

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

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

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

**EASEMENT DEED**  
**(Well Discharge Easement)**

(Portion of Assessor's Parcel No. 002-410-050)

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, LAKE MERCED GOLF CLUB, a California corporation ("**Grantor**"), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**Grantee**"), a nonexclusive subsurface easement and nonexclusive surface easement for the right to construct, reconstruct, renew, alter, operate, maintain, replace (with the initial or any other size) and repair such subterranean water discharge pipe or pipes as the Grantee shall from time to time elect for conveying water, wastewater, and other substances and all necessary surface and subterranean maintenance access structures, laterals, and appurtenances thereto (the "**Easement**"), over, across, along, under, and upon Grantor's real property located at 2300 Junipero Serra Boulevard in the City of Daly City, San Mateo County, California, and commonly known as Assessor's Parcel 002-410-050. The specific location of the portion of Grantor's real property that is subject to the easement is more particularly described in the attached **Exhibit 1** and depicted in the attached **Exhibit 2** (the "**Easement Area**"). Maintenance access structures (manholes, etc.) constructed within the Easement Area shall not be covered by earth or other material and shall remain in an exposed and accessible condition at all times for routine and/or emergency maintenance that may be deemed necessary by the Grantee from time to time.

**1. Nature of Easement.** The Easement includes rights of free ingress, egress, and emergency access to the Easement Area over and across the remaining portion of the Grantor's property, provided that such rights of ingress, egress, and emergency access shall be limited to established roadways, pathways, avenues, or other routes to the extent possible and as reasonably necessary for the proper use of the rights granted by this Deed. Grantee is also granted the right to clear obstructions and vegetation from the Easement Area as may be required for the proper use of the other rights granted by this Deed and the right to do such other things as are necessary for the full enjoyment and accomplishment of the purposes of the Easement. Grantee's rights under this Deed may be exercised by Grantee's agents, contractors, subcontractors, suppliers,

consultants, employees, licensees, invitees, or representatives, or by other authorized persons acting for or on behalf of Grantee (collectively, "Agents").

**2. Grantor's Use.** Grantor reserves the right to landscape or make such other use of the lands included within the Easement Area that is consistent with the Grantee's use; however, such use by Grantor shall not include the planting of trees or construction of permanent structures, including but not limited to buildings, outbuildings, swimming pools, tennis courts, retaining walls, decks, patios, or other concrete architectural structures within or over the Easement Area, or any other activity which may interfere with Grantee's full enjoyment of the Easement.

**3. Maintenance of Improvements.** Grantee shall be solely responsible for repairing and maintaining all of Grantee's facilities placed in, on, or under the Easement Area in good, safe, and secure condition, and Grantor shall have no duty whatsoever for any repair or maintenance of Grantee's facilities. Grantor shall maintain the surface of the Easement Area, provided that any damage, subsidence, or other injury to the Easement Area to the extent resulting from the presence of Grantee's facilities shall be remedied or repaired by Grantee.

**4. Abandonment of Easement.** If Grantee permanently abandons use of Grantee's facilities placed in, on, or under the Easement Area, Grantee shall remove all fixtures and improvements installed or maintained by Grantee within the Easement Area, or abandon them in place in accordance with Grantor's reasonable specifications, and Grantee shall restore the Easement Area to substantially the same condition prior to the installation of such facilities.

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

Grantee:

To: San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 10<sup>th</sup> Floor  
San Francisco, California 94103  
Attention: Brian Morelli, WSIP Right of Way  
Manager  
Facsimile No.: (415) 487-5200

With a copy to: Richard Handel  
Deputy City Attorney  
Office of the City Attorney  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4682  
Facsimile No.: (415) 554-4755

Grantor:

To: Lake Merced Golf Club  
Attn: General Manager  
2300 Junipero Serra Blvd.  
Daly City, CA 94015  
Fax: (650) 755-4569

A properly addressed notice transmitted by one of the foregoing methods shall be deemed received upon confirmed delivery, attempted delivery, or rejected delivery. Any telephone

numbers, e-mail addresses, or facsimile numbers provided from one party to another are for convenience of communication; however, neither party may give official or binding notice by telephone, 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 e-mailed or telefacsimile copy of the notice.

**6. Run with the Land.** The provisions of this Easement Deed shall run with the land, burden the Easement Area, and bind and inure to the benefit of the respective successors and assigns of Grantee and Grantor. In the event Grantor sells, conveys, or assigns any property interest encumbered by the Agreement, Grantor shall notify the successor or assignee of the rights and obligations of both parties as stated in this Deed.

**7. Exhibits.** The Exhibits referenced in this Easement Deed are attached to and made a part of this Deed.

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

*[Remainder of page intentionally left blank.]*

Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**GRANTOR:**

LAKE MERCED GOLF CLUB,  
a California corporation

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2018

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2018

**ACCEPTED:**

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
John Updike  
Director of Property

PUC Resolution: \_\_\_\_\_

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

**APPROVED AS TO FORM:**

DENNIS J. HERRERA, City Attorney

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



**CERTIFICATE OF ACCEPTANCE**

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

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

By: \_\_\_\_\_  
JOHN UPDIKE  
Director of Property

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

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

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)

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

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

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)

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

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

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)

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

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

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

I certify under Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

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

**EXHIBIT 1 TO**

**WELL-DISCHARGE EASEMENT DEED**

**LEGAL DESCRIPTION OF EASEMENT AREA**

**FOR WELL-DISCHARGE EASEMENT**

**[Attach Legal Description of Easement Area For Well-Discharge Easement]**

**EXHIBIT T**

**TO**

**AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE**  
**(To be attached as Exhibit 2 to the Well Discharge Easement Deed)**

**DEPICTION OF EASEMENT AREA FOR  
WELL-DISCHARGE EASEMENT DEED**

**[Attach Depiction of Easement Area]**

**EXHIBIT U**  
**TO**  
**AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE**  
**PRELIMINARY TITLE REPORT**

[attach copy of Title Report]

## PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 14-0127

WHEREAS, San Francisco Public Utilities Commission (SFPUC) staff have developed a project description under the Water System Improvement Program (WSIP) for the improvements to the regional water supply system, otherwise known as Project No. CUW30103, Regional Groundwater Storage and Recovery; and

WHEREAS, The primary objective of the Project is to provide an additional dry-year regional water supply. Specific objectives of the Project are to:

- Conjunctively manage the South Westside Groundwater Basin through the coordinated use of SFPUC surface water and groundwater pumped by the Daly City, San Bruno, and California Water Service Company ("Participating Pumpers");
- Provide supplemental SFPUC surface water to the Participating Pumpers in normal and wet years, resulting in a corresponding reduction of groundwater pumping, which then allows for in-lieu recharge of the South Westside Groundwater Basin;
- Increase the dry-year and emergency pumping capacity of the South Westside Groundwater Basin by up to an average annual volume of 7.2 mgd; and
- Provide a new dry-year groundwater supply for SFPUC customers and increase water supply reliability during the 8.5-year design drought cycle.

WHEREAS, On August 7, 2014, the Planning Commission reviewed and considered the Final Environmental Impact Report (FEIR) in Planning Department File No. 2008.1396E, consisting of the Draft Environmental Impact Report (EIR), the Comments and Responses document and found that the contents of said report and the procedures through which the FEIR was prepared, publicized and reviewed complied with the provisions of the California Environmental Quality Act (CEQA), the CEQA Guidelines and Chapter 31 of the San Francisco Administrative Code and found further that the FEIR reflects the independent judgment and analysis of the City and County of San Francisco, is adequate, accurate and objective, and that the Comments and Responses document contains no significant revisions to the Draft EIR, and certified the completion of said FEIR in compliance with CEQA and the CEQA Guidelines in its Motion Nos. 19209; 192010; 192011; and

WHEREAS, This Commission has reviewed and considered the information contained in the FEIR, all written and oral information provided by the Planning Department, the public, relevant public agencies, SFPUC and other experts and the administrative files for the Project and the EIR; and

WHEREAS, The Project and FEIR files have been made available for review by the SFPUC and the public in File No. 2008.1396E, at 1650 Mission Street, Fourth Floor, San Francisco, California; and those files are part of the record before this Commission; and

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

WHEREAS, The Project is a capital improvement project approved by this Commission as part of the WSIP; and

WHEREAS, A Final Programmatic EIR (PEIR) was prepared for the WSIP and certified by the Planning Commission on October 30, 2008 by Motion No. 17734; and

WHEREAS, Thereafter, the SFPUC approved the WSIP and adopted findings and a MMRP as required by CEQA on October 30, 2008 by Resolution No. 08-0200; and

WHEREAS, The FEIR prepared for the Project is tiered from the PEIR, as authorized by and in accordance with CEQA; and

WHEREAS, The PEIR has been made available for review by the SFPUC and the public, and is part of the record before this Commission; and

WHEREAS, The SFPUC staff will comply with Government Code Section 7260 et seq. statutory procedures for possible acquisition of interests (temporary or permanent) in the following real property in San Mateo County (1) Assessor's Parcel # 002-410-050 in Daly City, owned by Lake Merced Golf and Country Club, (2) Assessor's Parcels # 002-072-240, -250 and 002-201-650 in Daly City, owned by John Daly Boulevard Associates/West Lake Associates, (3) Assessor's Parcels # 006-111-540 and 006-111-460 in Daly City, owned by Jefferson School District, (4) Assessor's Parcel # 008-421-120 in Colma, owned by TSE Serramonte, (5) Assessor's Parcel's # (unknown) for property owned by BART/SAMTRANS in South San Francisco, (6) Assessor's Parcel # 010-212-100 in South San Francisco, owned by Costco Wholesale Corporation, (7) Assessor's Parcel # 010-292-210 in South San Francisco, owned by Kaiser Foundation Hospitals, (8) Assessor's Parcel # 093-220-010 in Millbrae, leased by OSH/Lowes Corporation, and (9) Assessor's Parcel # 014-320-010 in San Bruno, owned by the U.S. Department of Veterans Affairs. The total combined purchase price for the acquisition of these property interests is estimated to not exceed \$1,500,000; and

WHEREAS, The Project includes work located on the property of the City of South San Francisco, Town of Colma, Lake Merced Golf Club, Jefferson Elementary School District and the Participating Pumpers, and SFPUC staff may seek to enter into Memoranda of Agreement ("MOAs") with these entities, addressing such matters as (a) SFPUC's commitments to restore or replace, pursuant to agreed specifications, certain improvements owned by the respective entities, (b) cooperative procedures and fees relating to local permits, if any, inspections, and communications to the public concerning Project construction, (c) the form of necessary encroachment permits or other property agreements for Project construction, and (d) the parties' respective indemnification and insurance obligations; and



WHEREAS, The Project will require Board of Supervisors approval of Mitigation Agreements with irrigators overlying the South Westside Basin under Charter section 9.118; and

WHEREAS, The Project requires the General Manager to negotiate and execute an Operating Agreement with the Participating Pumpers, and related agreements to carry out the Operating Agreement. The Operating Agreement to be negotiated and executed is substantially in the form attached to this Resolution as Attachment C; and

WHEREAS, The Project MMRP requires the SFPUC to negotiate and execute Mitigation Agreements with Cypress Lawn Memorial Park Cemetery; Eternal Home Cemetery; Hills of Eternity/Home of Peace/Salem Cemeteries; Holy Cross Catholic Cemetery; Italian Cemetery; Olivet Cemetery; and Woodlawn Cemetery in Colma, and the California Golf Club in South San Francisco. The Mitigation Agreements to be negotiated and executed are substantially in the form attached to this Resolution as Attachment D; and

WHEREAS, The Project MMRP requires the SFPUC to 1) negotiate and execute an amendment to the 2009 Water Supply Agreement (WSA) with the SFPUC's wholesale water customers regarding delivery of replacement water from the Regional Water System as an interim mitigation action to irrigators overlying the South Westside Basin; and 2) negotiate and execute a wheeling agreement with California Water Service Company for delivery of replacement water to irrigators overlying the South Westside Basin as an interim mitigation action; and

WHEREAS, Implementation of the Project mitigation measures will involve consultation with, or required approvals by, state regulatory agencies, including but not limited to the following: California Department of Health, San Francisco Bay Regional Water Quality Control Board, State Water Resources Control Board, Bay Area Air Quality Management District, State Historic Preservation Officer, and California Department of Fish and Game; and

WHEREAS, The Project may require the SFPUC General Manager to apply for and execute various necessary permits, encroachment permits, or other approvals with, including but not limited to, the California Department of Transportation; County of San Mateo; Town of Colma, and cities of Daly City, Millbrae, San Bruno, and South San Francisco, and those permits shall be consistent with SFPUC existing fee or easement interests, where applicable, and will include terms and conditions including, but not limited to, maintenance, repair and relocation of improvements and possibly indemnity obligations; now, therefore, be it

RESOLVED, This Commission has reviewed and considered the FEIR, finds that the FEIR is adequate for its use as the decision-making body for the actions taken herein, and hereby adopts the CEQA Findings, including the Statement of Overriding Considerations, attached hereto as Attachment A and incorporated herein as part of this Resolution by this reference thereto, and adopts the MMRP attached to this Resolution as Attachment B and incorporated herein as part of this Resolution by this reference thereto, and authorizes a request to the Board of Supervisors to adopt the same CEQA Findings, Statement of Overriding Considerations and MMRP; and be it

FURTHER RESOLVED, That this Commission hereby approves Project No. CUW30103, Regional Groundwater Storage and Recovery Project and authorizes staff to proceed with actions necessary to implement the Project consistent with this Resolution, including advertising for construction bids, provided, however, that staff will return to seek Commission approval for award of the construction contract; and be it

FURTHER RESOLVED, That this Commission hereby authorizes the SFPUC General Manager and/or the Director of Real Estate to undertake the process, in compliance with Government Code Section 7260 et seq., with the San Francisco Charter and all applicable laws, for possible acquisition of interests (temporary or permanent) in the following real property in San Mateo County (1) Assessor's Parcel # 002-410-050 in Daly City, owned by Lake Merced Golf and Country Club, (2) Assessor's Parcels # 002-072-240, -250 and 002-201-650 in Daly City, owned by West Lake Associates/John Daly Blvd. Assoc, (3) Assessor's Parcels # 006-111-540 and 006-111-460 in Daly City, owned by Jefferson Elementary School District, (4) Assessor's Parcel # 008-421-120 in Colma, owned by TSE Serramonte, L.P. and leased by Kohl's Department Store, (5) Assessor's Parcels (unknown) for property owned by BART/SAMTRANS in South San Francisco, (6) Assessor's Parcel # 010-212-100 in South San Francisco, owned by Costco Wholesale Corporation, (7) Assessor's Parcel # 093-331-080 in South San Francisco, owned by the City of South San Francisco, (8) Assessor's Parcel # 010-292-210 in South San Francisco, owned by Kaiser Foundation Hospitals, (9) Assessor's Parcel # 093-220-010 in Millbrae, leased by OSH/Lowes Corporation, and (10) Assessor's Parcel # 014-320-010 in San Bruno, owned by the U.S.A., and to seek Board of Supervisors' approval if necessary, and provided that any necessary Board approval has been obtained, to accept and execute final agreements, and any other related documents necessary to consummate the transactions contemplated therein, in such form, approved by the City Attorney; and be it

FURTHER RESOLVED, The General Manager will confer with the Commission during the negotiation process on real estate agreements as necessary, and report to the Commission on all agreements submitted to the Board of Supervisors for approval; and be it

FURTHER RESOLVED, That this Commission hereby authorizes the General Manager to negotiate and execute Memoranda of Agreement, if necessary, to perform work on the property of the City of South San Francisco, Town of Colma, Lake Merced Golf Club, Jefferson Elementary School District and the Participating Pumpers (collectively the "Project MOAs") in a form that the General Manager determines is in the public interest and is acceptable, necessary, and advisable to effectuate the purposes and intent of this Resolution, and in compliance with the Charter and all applicable laws, and approved as to form by the City Attorney. The Project MOAs may address such matters as (a) SFPUC's commitments to restore or replace, pursuant to agreed specifications, certain improvements owned by the respective local jurisdictions, (b) cooperative procedures and fees relating to local permits, inspections, and communications to the public concerning Project construction, (c) the form of necessary encroachment permits or other property licenses required to permit Project construction, and (d) the parties' respective indemnification and insurance obligations, subject to the San Francisco Risk Manager's approval; and be it

FURTHER RESOLVED, That this Commission hereby authorizes the SFPUC General Manager to seek Board of Supervisors approval for the Controller's release of reserve for the Project; and be it

FURTHER RESOLVED, That this Commission hereby authorizes the SFPUC General Manager to negotiate and execute an Operating Agreement with the City of Daly City, the City of San Bruno, and California Water Service Company, substantially in the form attached to this Resolution as Attachment C, along with more detailed site specific agreements for the operation of Project wells by the Participating Pumpers and the shared use of facilities owned by the Participating Pumpers for water treatment and distribution, as contemplated by the Operating Agreement; and be it

FURTHER RESOLVED, That this Commission hereby authorizes the SFPUC General Manager to negotiate and execute Mitigation Agreements with Cypress Lawn Memorial Park Cemetery; Eternal Home Cemetery; Hills of Eternity/Home of Peace/Salem Cemeteries; Holy Cross Catholic Cemetery; Italian Cemetery; Olivet Cemetery; and Woodlawn Cemetery in Colma, and the California Golf Club in South San Francisco substantially in the forms attached to this Resolution as Attachment D, and to seek Board of Supervisors approval of the Mitigation Agreements under Charter Section 9.118, along with the approval of the settlement of any CEQA appeals filed by these irrigators based on the terms of the Mitigation Agreements; and be it

FURTHER RESOLVED, That this Commission authorizes the General Manager, or his designee, to consult with, or apply for, and, if necessary, seek Board of Supervisors' approval, and if approved, to accept and execute permits or required approvals by state regulatory agencies, including but not limited to, the California Department of Public Health, the Regional Water Quality Control Board, the State Water Resources Control Board, the Bay Area Air Quality Management District, the State Historic Preservation Officer, and the California Department of Fish and Wildlife, including terms and conditions that are within the lawful authority of the agency to impose, in the public interest, and, in the judgment of the General Manager, in consultation with the City Attorney, are reasonable and appropriate for the scope and duration of the requested permit or approval, as necessary for the Project; and be it

FURTHER RESOLVED, That this Commission authorizes the General Manager, or his designee, to apply for and execute various necessary permits and encroachment permits or other approvals with, including but not limited to, the California Department of Transportation; County of San Mateo; Town of Colma; and the cities of Daly City, Millbrae, San Bruno, and South San Francisco, which permits or approvals shall be consistent with SFPUC's existing fee or easement interests, where applicable. To the extent that the terms and conditions of the permits will require SFPUC to indemnify the respective jurisdictions, those indemnity obligations are subject to review and approval by the San Francisco Risk Manager. The General Manager is authorized to agree to such terms and conditions, including but not limited to those relating to maintenance, repair and relocation of improvements, that are in the public interest, and in the judgment of the General Manager, in consultation with the City Attorney, are reasonable and appropriate for the scope and duration of the requested use as necessary for the Project; and be it

FURTHER RESOLVED, That this Commission authorizes the General Manager to work with the Director of Real Estate to seek Board approval if necessary, and provided any necessary Board approval is obtained, to accept and execute the real property agreements authorized herein; and be it

FURTHER RESOLVED, That this Commission authorizes the General Manager, or his designee, to enter into any subsequent additions, amendments or other modifications to the permits, licenses, encroachment removal agreements, leases, easements, other Use Instruments or real property agreements, Operating Agreements, and Mitigation Agreements or amendments thereto, as described herein, that the General Manager, in consultation with the Real Estate Services director and the City Attorney, determines are in the best interests of the SFPUC and the City, do not materially decrease the benefits to the SFPUC or the City, and do not materially increase the obligations or liabilities of the SFPUC or the City, such determination to be conclusively evidenced by the execution and delivery of any such additions, amendments, or other modifications.

*I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of August 12, 2014.*



---

*Secretary, Public Utilities Commission*



# SAN FRANCISCO PLANNING DEPARTMENT

## Planning Commission Motion No. 19211

GENERAL PLAN REFERRAL

HEARING DATE AUGUST 7, 2014

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

Reception:  
**415.558.6378**

Fax:  
**415.558.6409**

Planning  
Information:  
**415.558.6377**

*Date:* July 31, 2014  
*Case No.* Case No. 2008.1396R  
*Project Name* For SFPUC Regional Groundwater Storage and Recovery Project  
*Zoning:* N/A; Various locations, San Francisco Peninsula  
*Block/Lot No.:* N/A; Various locations; San Francisco Peninsula. See attachment for individual locations.  
*Project Sponsor:* San Francisco Public Utilities Commission  
Greg Bartow  
525 Golden Gate Ave., 10<sup>th</sup> Floor  
San Francisco, CA 94102  
  
*Staff Contact:* Paolo Ikezoe – (415) 575-9137  
*Paolo.Ikezoe@sfgov.org*

### ADOPTING FINDINGS OF CONSISTENCY WITH THE GENERAL PLAN AND WITH THE PRIORITY POLICIES OF PLANNING CODE SECTION 101.1 FOR THE PROPOSED SFPUC REGIONAL GROUNDWATER STORAGE AND RECOVERY PROJECT AND FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, Section 4.105 of the City Charter and Section 2A.53 of the Administrative Code require General Plan referrals to the Planning Commission (hereinafter "Commission") for certain matters, including determination as to whether the lease or sale of public property, the vacation, sale or change in the use of any public way, transportation route, ground, open space, building, or structure owned by the City and County, would be in conformity with the General Plan prior to consideration by the Board of Supervisors.

On April 23, 2013, the San Francisco Public Utilities Commission ("Project Sponsor" or "SFPUC") submitted an application to the Planning Department requesting a determination of consistency with the General Plan for the proposed acquisition of various property and easements in conjunction with the implementation of the SFPUC's Regional Groundwater Storage and Recovery Project ("GSR Project"), a part of the Water System Improvement Program ("WSIP").

#### PROJECT DESCRIPTION

The SFPUC is proposing the GSR Project as part of the WSIP, which the SFPUC approved in 2008 to provide a long-term plan for management of its regional water supply system. The primary goal of the Project is to provide additional dry-year water supply. The specific objectives of the Project are:

- Conjunctively manage the South Westside Groundwater Basin through the coordinated use of SFPUC surface water and groundwater pumped by its Partner Agencies.
- Provide supplemental SFPUC surface water to the Partner Agencies in normal and wet years, with a corresponding reduction of groundwater pumping by these agencies, which then allows for in-lieu recharge of the South Westside Groundwater Basin.
- Increase the dry-year and emergency pumping capacity of the South Westside Groundwater Basin by an average annual 7.2 million gallons per day (“mgd”).
- Provide a new dry-year groundwater supply for the SFPUC’s customers and increase water supply reliability during the 8.5-year design drought cycle.

The Project is a groundwater storage and recovery project located in northern San Mateo County that the SFPUC proposes to operate in conjunction with Daly City, San Bruno and CalWater (referred to as the “Partner Agencies”). The SFPUC supplies surface water to the Partner Agencies from its Regional Water System. The Partner Agencies currently supply potable water to their retail customers through a combination of groundwater from the southern portion of the Westside Groundwater Basin (referred to as the “South Westside Groundwater Basin”) and purchased SFPUC surface water. Under the Project, SFPUC would provide supplemental SFPUC surface water to the Partner Agencies during normal and wet years and in turn the Partner Agencies would reduce their groundwater pumping for the purpose of allowing the amount of groundwater in the South Westside Groundwater Basin to recharge. Then, during dry years, the Partner Agencies and the SFPUC would pump the increased stored groundwater using 16 new well facilities. The dry-year groundwater supply would be blended with water from the SFPUC’s regional water system and would as a result increase the available water supply to all regional water system customers during dry years.

The project consists of operation of up to 16 new groundwater well facilities within the South Westside Groundwater Basin to withdraw up to 7.2 mgd of stored groundwater during dry years and emergencies. Each groundwater well facility site would contain a well pump station, underground distribution piping, and above or underground utility connections. Most well facilities would have disinfection units as required.

The SFPUC proposes to install the 16 new groundwater wells along the SFPUC Regional Water System, at various locations throughout the San Francisco Peninsula in San Mateo County. The sites would have permanent wells installed and would require temporary construction easements and staging areas, temporary and permanent access roads, permanent pipeline easements and permanent utility easements.

The GSR Project is designed to further the use of the South Westside Groundwater Basin as an underground storage reservoir by storing water in the basin during wet periods for subsequent recapture during the dry period. This new dry-year water supply would be made available to the SFPUC’s regional water system to benefit all of the SFPUC wholesale and retail water customers.

In addition, the Project is part of the SFPUC’s WSIP adopted by the SFPUC on October 30, 2008. The WSIP consists of over 70 local and regional facility improvement projects that would increase the ability of the SFPUC’s water supply system to withstand major seismic events and prolonged droughts and to

meet estimated water-purchase requests in the service area. With the exception of the water supply goal, the overall WSIP goals and objectives are based on a planning horizon through 2030. The water supply goal to meet delivery needs in the SFPUC service area is based on a planning horizon through 2018. The overall goals of the WSIP for the regional water system are to:

- Maintain high-quality water.
- Reduce vulnerability to earthquakes.
- Increase water delivery reliability.
- Meet customer water supply needs.
- Enhance sustainability.
- Achieve a cost-effective, fully operational system.

The Project would help meet WSIP goals by increasing dry year water supply and helping to meet customer water supply needs. In addition, the Project would provide potable groundwater for emergency supply in the event that an earthquake or other major catastrophe interrupts the delivery of water from the regional water system.

#### ENVIRONMENTAL REVIEW

On April 10, 2013, the Department published the Draft Environmental Impact Report ("DEIR") and provided public notice in a newspaper of general circulation of the availability of the DEIR for public review and comment for a 45-day period (the public review period was extended for two weeks, concluding on June 11, 2013, resulting in a 62-day public review period), and of the date and time of the Planning Commission public hearing on the DEIR; this notice was mailed to the Department's list of persons requesting such notice and other interested parties, posted near the Project site, and made available at the main public library in San Francisco and at public libraries in San Mateo County. Additional notices of availability were distributed and published on May 29, 2013, to announce the extended public review period.

On April 10, 2013, copies of the DEIR were mailed or otherwise delivered to a list of persons requesting it, to those noted on the distribution list in the DEIR, to adjacent property owners, and to government agencies, the latter both directly and through the State Clearinghouse. The DEIR was posted on the Department's website. A Notice of Completion was filed with the State Secretary of Resources via the State Clearinghouse on April 10, 2013.

The Planning Commission held a duly-advertised public hearing on the DEIR to accept written or oral comments on May 16, 2013. The Planning Department also held a local public hearing in the project vicinity in San Mateo County on May 14, 2013. The public hearing transcripts are in the Project record. The extended period for acceptance of written comments ended on June 11, 2013.

The Department prepared responses to comments on environmental issues received at the public hearing and in writing during the extended 62 day public review period for the DEIR, prepared revisions to the text of the DEIR in response to comments received or based on additional information that became available during the public review period. The Department provided additional, updated information

and clarification on issues raised by commenters, as well as SFPUC and the Planning Department, to address Project updates since publication of the DEIR. This material was presented in a Responses to Comments document ("RTC"), published on July 9, 2014, distributed to the Commission on July 10, 2014, and all parties who commented on the DEIR, and made available to others upon request at the Department and on the Department's website.

On August 7, 2014, the Planning Commission (hereinafter "Commission") conducted a public hearing on the Final Environmental Impact Report (EIR) for the Project, consisting of the Draft Environmental Impact Report, the RTC, and any additional consultations, comments and information received during the review process. The Commission reviewed and considered the Final EIR and found the contents of said report and the procedures through which the EIR was prepared, publicized and reviewed complied with the California Environmental Quality Act (Public Resources Code section 21000 *et seq.*) ("CEQA"), the CEQA Guidelines (14 Cal. Code Reg. section 15000 *et seq.*), and Chapter 31 of the San Francisco Administrative Code.

On August 7, 2014, the Commission certified the Final EIR by Motion No. XXXXX. Additionally, the Commission adopted approval findings, including findings rejecting alternatives, amending a mitigation measure, and making a statement of overriding considerations, and adopted a mitigation monitoring and reporting program ("MMRP") pursuant to CEQA by Motion No. XXXXX, which findings and MMRP are incorporated by this reference as though fully set forth herein.

#### **GENERAL PLAN COMPLIANCE AND BASIS FOR RECOMMENDATION**

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

#### **ENVIRONMENTAL PROTECTION ELEMENT**

##### **OBJECTIVE 2**

##### **IMPLEMENT BROAD AND EFFECTIVE MANAGEMENT OF NATURAL RESOURCES.**

##### **POLICY 2.1**

##### **Coordinate regional and local management of natural resources.**

*Comment: The SFPUC is entering into the GSR project with its Partner Agencies, Daly City, San Bruno and CalWater to make efficient use of the South Westside Groundwater Basin. Under the Project, the SFPUC would provide surface water to its Partner Agencies in wet and normal years, allowing for in-lieu storage of groundwater. In dry years, the SFPUC and Partner Agencies would be able to pump increased groundwater supply. The GSR project, located outside of the City and County of San Francisco in San Mateo County, would make the dry-year water supply it creates available to the cities in which the wells would be located - Daly City, San Bruno and South San Francisco - as well as to SFPUC wholesale water customers.*



**OBJECTIVE 5**

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

Hetch Hetchy and the Water Department should continue their excellent planning program to assure that the water supply will adequately meet foreseeable consumption demands. To this end, the City should be prepared to undertake the necessary improvements and add to the Hetch Hetchy/Water Department system in order to guarantee the permanent supply. Furthermore, San Francisco should continually renew its commitments for the sale of water to suburban areas in planning how to meet future demand.

*Comment: The GSR project is a key component of the SFPUC's WSIP plan for dry year supply. The GSR project would improve the SFPUC's ability to provide an adequate, reliable supply of water in both wet and dry years, by creating the capacity to collect and store groundwater. Water collected during wet periods would be used to supplement existing sources during dry years.*

**POLICY 5.3**

**Ensure water purity.**

San Francisco's drinking water must meet State and Federal water quality standards. Ensuring water quality means continuing the present water purification process and monitoring storage facilities and transmission lines for threats to the water supply.

*Comment: New well facilities constructed as part of the GSR project would have disinfection units as required. The Final EIR determines that the Project would have no significant impact on water quality and would not degrade drinking water.*

**OBJECTIVE 6**

**CONSERVE AND PROTECT THE FRESH WATER RESOURCE.**

The fresh water resource, like all natural resources, is finite and measurable. While San Francisco's water supply seems vast in relation to current demands, it should not be wasted. Supplementary sources should also be investigated.

*Comment: The GSR project would provide new supplementary sources of fresh water, collecting and storing groundwater during wet periods for use during dry years.*

**PROPOSITION M FINDINGS – PLANNING CODE SECTION 101.1**

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

**Eight Priority Policies Findings**

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

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

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

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

*The Project would have no adverse effect on the City's housing stock or on neighborhood character. The existing housing and neighborhood character will be not be negatively affected*

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

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

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

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

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

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

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

*The Project would not adversely affect achieving the greatest possible preparedness against injury and loss of life in an earthquake.*

7. That landmarks and historic buildings be preserved.

*The project does not involve alteration of any historic buildings.*

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

*The Project would have no long-term adverse effect on parks and open space or their access to sunlight and vista. The Final EIR determines that short-term impacts to the recreational experience during project construction would be mitigated to a less-than-significant level with the implementation of mitigation measures.*

### DECISION

That based upon the Record, the submissions of the SFPUC, the Department and SFPUC staff, and other interested parties, the oral testimony presented to this Commission at the public hearings, and all other written materials submitted by all parties, the Commission hereby **APPROVES** the General Plan Referral, finding the project, on balance, consistent with the General Plan.

I hereby certify that the Planning Commission **ADOPTED** the foregoing Motion on August 7, 2014.

Jonas P. Ionin  
Commission Secretary

AYES: Commissioners Antonini, Borden, Fong, Hillis, Moore, Sugaya and Wu.

NAYES: None

ABSENT: None

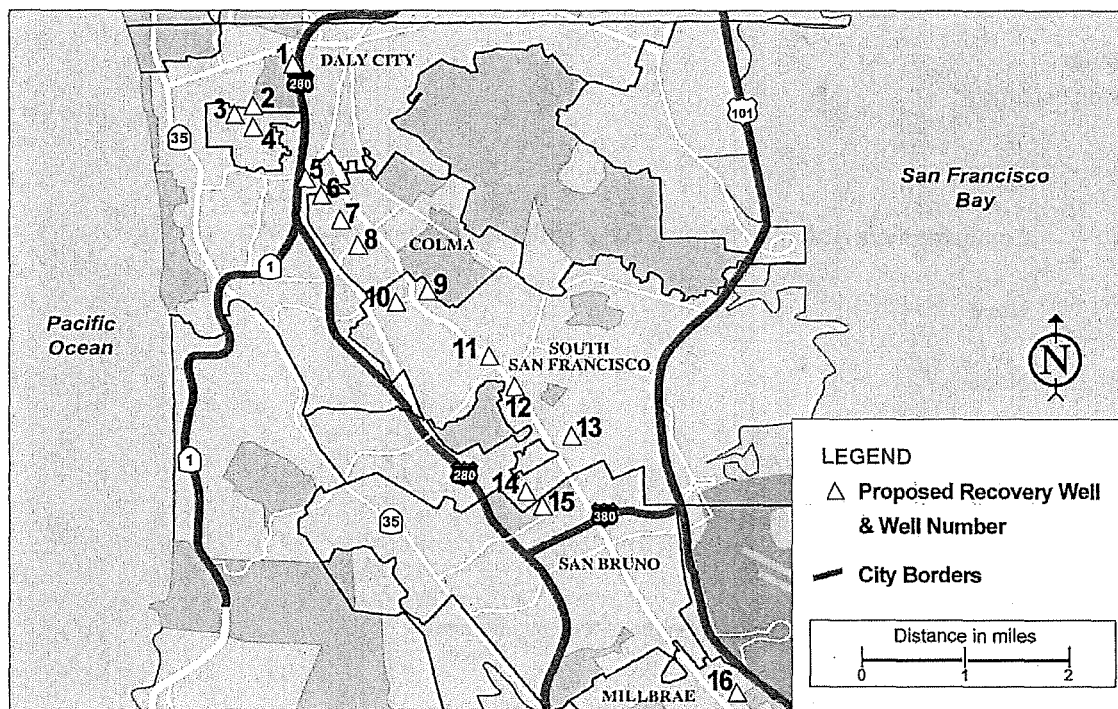
ADOPTED: August 07, 2014

*Attachments: Map of proposed well sites and list of right-of-way requirements*

I:\Citywide\General Plan\General Plan Referrals\2014\2008.1396R PUC Groundwater Storage and Recovery.docx  
**List of right-of-way requirements**

In compliance with Government Code Section 7260 et seq., undertake the process for possible acquisition, for an estimated combined purchase price not to exceed \$1,000,000, of interests (temporary or permanent) in real property located in San Mateo County, as follows:

- (1) Assessor's Parcel # 002-410-050 in Daly City, owned by Lake Merced Golf and Country Club
- (2) Assessor's Parcel's # 002-072-240, -250 and 002-201-650 in Daly City, owned by John Daly Boulevard Associates/West Lake Associates
- (3) Assessor's Parcel #'s 006-111-540 and 006-111-460 in Daly City, owned by Jefferson Elementary School District
- (4) Assessor's Parcel # 008-421-120 in Colma, owned by TSE Serramonte L.P. and leased by Kohl's Department Stores
- (5) Assessor's Parcel's (unknown) for property owned by BART/SAMTRANS in South San Francisco
- (6) Assessor's Parcel # 010-212-100 in South San Francisco, owned by Costco Wholesale Corporation
- (7) Assessor's Parcel # 093-331-080 in South San Francisco, owned by the City of South San Francisco
- (8) Assessor's Parcel # 010-292-210 in South San Francisco, owned by Kaiser Foundation Hospitals
- (9) Assessor's Parcel # 093-220-010 in Millbrae, owned by the SFPUC and leased by OSH/Lowes Corporation
- (10) Assessor's Parcel # 014-320-010 in San Bruno, owned by the U.S. Department of Veterans Affairs





# San Francisco Water Power Sewer

Services of the San Francisco Public Utilities Commission

Real Estate Services Division  
525 Golden Gate Avenue, 10th Floor  
San Francisco, CA 94102  
T 415.487.5210

April 17, 2018

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

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
2018 APR 26 PM 3:49  
BY [Signature]

**Re: Acquisition of easements for the SFPUC Regional Groundwater Storage and Recovery Project**

Dear Board Members:

Enclosed for your consideration is a Resolution authorizing an agreement for conveyance and acceptance of interests in real property from the Lake Merced Golf Club for a groundwater well site, utilities, access, and maintenance over real property as part of the SFPUC Water System Improvement Program.

The Regional Groundwater Storage and Recovery Project will provide supplemental SFPUC surface water to our participating water agency partners on the Peninsula in normal and wet years, resulting in a corresponding reduction of groundwater pumping, which then allows for in-lieu recharge of the South Westside Groundwater Basin. This will increase the dry year and emergency pumping capacity of the South Westside Groundwater Basin by up to an average annual volume of 7.2 million gallons per day. The project will provide a new dry year groundwater supply for SFPUC customers and increase water supply reliability during the 8.5 year design drought cycle.

Through this proposed legislation, we are asking that the Board of Supervisors to approve and authorize the Agreement for Conveyance and Acceptance of Real Property between the Lake Merced Golf Club and the City and County of San Francisco.

If you have any questions or need additional information, please call Brian Morelli of the SFPUC at 415-554-1545.

Respectfully,

Harlan L. Kelly Jr.  
SFPUC General Manager

Mark Farrell  
Mayor

Ike Kwon  
President

Vince Courtney  
Vice President

Ann Moller Caen  
Commissioner

Francesca Vietor  
Commissioner

Anson Moran  
Commissioner

Harlan L. Kelly, Jr.  
General Manager

**OUR MISSION:** To provide our customers with high-quality, efficient and reliable water, power and sewer services in a manner that values environmental and community interests and sustains the resources entrusted to our care.



cc: Naomi Kelly, City Administrator  
Rosanna Russell SFPUC

w/ Resolution;

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

<b>City Elective Officer Information</b> <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors
<b>Contractor Information</b> <i>(Please print clearly.)</i>	
Name of contractor: <b>Lake Merced Golf Club, a California Corporation</b>	
<i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i>	
President: Jeffery T. Piro Agent for Service: Pat LaRocca Controller: Sanjay Govan	
Contractor address: 2300 Junipero Serra Blvd. Daly City. CA 94015	
Date that contract was approved: <i>(By the SF Board of Supervisors)</i>	Amount of contract: \$66,465
Describe the nature of the contract that was approved: The SFPUC is acquiring easements from Lake Merced Golf Club for a Groundwater Well Facility on their property.	
Comments: This transaction is for the SFPUC Regional Groundwater Project under the Water System Improvement Program.	

This contract was approved by (check applicable):

the City elective officer(s) identified on this form

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

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

Print Name of Board

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

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

\_\_\_\_\_  
Date Signed

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

\_\_\_\_\_  
Date Signed

