

File No. 101505

Committee Item No. 3

Board Item No. 8

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee BUDGET AND FINANCE

Date 1/12/11

Board of Supervisors Meeting

Date 1/25/11

Cmte Board

<input type="checkbox"/>	<input type="checkbox"/>	Motion
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Resolution
<input type="checkbox"/>	<input type="checkbox"/>	Ordinance
<input type="checkbox"/>	<input type="checkbox"/>	Legislative Digest
<input type="checkbox"/>	<input type="checkbox"/>	Budget Analyst Report
<input type="checkbox"/>	<input type="checkbox"/>	Legislative Analyst Report
<input type="checkbox"/>	<input type="checkbox"/>	Introduction Form (for hearings)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Department/Agency Cover Letter and/or Report
<input type="checkbox"/>	<input type="checkbox"/>	MOU
<input type="checkbox"/>	<input type="checkbox"/>	Grant Information Form
<input type="checkbox"/>	<input type="checkbox"/>	Grant Budget
<input type="checkbox"/>	<input type="checkbox"/>	Subcontract Budget
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Contract/Agreement
<input type="checkbox"/>	<input type="checkbox"/>	Award Letter
<input type="checkbox"/>	<input type="checkbox"/>	Application
<input type="checkbox"/>	<input type="checkbox"/>	Public Correspondence

OTHER

(Use back side if additional space is needed)

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Form 126</u>
<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	

Completed by: Gail Johnson

Date 1/7/11

Completed by: V Young

Date 1-14-11

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

1734

1 [Purchase Agreement - Permanent Access Road Easement - Stanislaus County - \$13,000]

2
3 **Resolution (1) approving and authorizing an agreement for the purchase of a**
4 **permanent access road easement totaling 2.16 acres over portions of Assessor's**
5 **Parcel Numbers 016-002-017, 016-002-018 and 016-002-44 located in Stanislaus**
6 **County, required for the San Joaquin Pipeline System Project No. CUW37301 (the**
7 **"Project") for a purchase price of \$13,000; (2) adopting findings under the California**
8 **Environmental Quality Act (CEQA); (3) adopting findings that the conveyance is**
9 **consistent with the City's General Plan and Eight Priority Policies of City Planning**
10 **Code Section 101.1; and (4) authorizing the Director of Property to execute**
11 **documents, make certain modifications and take certain actions in furtherance of**
12 **this resolution.**

13
14 WHEREAS, The San Francisco Public Utilities Commission (SFPUC) has developed
15 a project known as the San Joaquin Pipeline System Project, (also commonly referred to as
16 the SJPL System Project, Project No.CUW37301, and herein as the "Project"), a water
17 infrastructure project included as part of the Water System Improvement Program (WSIP).
18 The Project is located in Tuolumne, Stanislaus, and San Joaquin Counties, beginning at
19 the Oakdale Portal in Tuolumne County, and ending at the Tesla Portal in San Joaquin
20 County. The Project includes, among other related features, the construction of two new
21 facility crossovers (Emery and Pelican), two new throttling stations (MP 50.57 Northeast of
22 Willms Road and MP 55.32), Oakdale Portal improvements including a new valve house,
23 upgrading the discharge valves at Cashman Creek and a new discharge valve at the
24 California Aqueduct, construction of a fourth pipeline segment (Eastern Segment
25 approximately 6.5 miles from Oakdale Portal (MP 49.84) to near Fogarty Road (MP 56.50)

1 and a tie-in vault), construction of a fourth pipeline segment (Western Segment
2 approximately 11 miles from west of the San Joaquin River to Tesla Portal), a new truss
3 bridge aerial structure to carry SJPL No. 4 over the California Aqueduct, and a discharge
4 structure at the Pelican Crossover involving intermittent drainage to the San Joaquin River,
5 and discharge of water to U.S. Fish and Wildlife Service San Joaquin River National
6 Wildlife Refuge, to irrigate a managed wetland area; and

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

10 WHEREAS, The Project is an improvement facility project approved by the SFPUC as
11 part of the Water System Improvement Program ("WSIP"); and

12 WHEREAS, A Final Program Environmental Impact Report ("PEIR") was prepared for
13 the WSIP and certified by the Planning Commission on October 30, 2008 by Motion No.
14 17734; and

15 WHEREAS, Thereafter the SFPUC approved the WSIP and adopted findings and a
16 Mitigation Monitoring and Reporting Program as required by the California Environmental
17 Quality Act ("CEQA") on October 30, 2008 by Resolution No. 08-0200; and

18 WHEREAS, an environmental impact report ("EIR") as required by CEQA was
19 prepared for the Project in Planning Department File No. 2007.01 18E; and

20 WHEREAS, The Final EIR ("FEIR") for the Project was certified by the San
21 Francisco Planning Commission on July 9, 2009 by Motion No. 17917; and

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

24 WHEREAS, On July 14, 2009, the San Francisco Public Utilities Commission
25 (SFPUC), by Resolution No. 09-0119, a copy of which is included in Board of Supervisors

1 File No. 090980 and which is incorporated herein by this reference: (1) approved the
2 Project; (2) adopted findings (CEQA Findings), including the statement of overriding
3 considerations, and a Mitigation Monitoring and Reporting Program ("MMRP") required by
4 CEQA; and (3) authorized the General Manager to seek the Board of Supervisors' approval
5 of and, if approved, to execute certain necessary agreements and deeds, which the
6 SFPUC staff will pursue and submit to the Board of Supervisors at a later date; and

7 WHEREAS, The Project files, including the FEIR, PEIR and SFPUC Resolution No.
8 09-0119 have been made available for review by the Board and the public, and those files
9 are considered part of the record before this Board; and

10 WHEREAS, The Board of Supervisors has reviewed and considered the information
11 and findings contained in the FEIR, PEIR and SFPUC Resolution No. 09-0119, and all
12 written and oral information provided by the Planning Department, the public, relevant
13 public agencies, SFPUC and other experts and the administrative files for the Project; and

14 WHEREAS, This Board, by Resolution No. 369-09 adopted on September 22, 2009,
15 a copy of which is on file with the Clerk of the Board of Supervisors in File No. 090980 and
16 which is incorporated herein by this reference and considered part of the record before this
17 Board, adopted findings under CEQA related to the Project, including the statement of
18 overriding considerations and the MMRP; and

19 WHEREAS, A copy of the proposed Agreement For Purchase and Sale of Real
20 Estate (the "Purchase Agreement") between the City, as buyer, and James W. Lopes, as
21 Seller, is on file with the Clerk of the Board of Supervisors under File No. 101505, which is
22 incorporated herein by this reference and is considered part of the record before this Board;
23 and,
24
25

1 WHEREAS, The Director of Property has concurred with the PUC General
2 Manager's determination that the purchase price reflects a reasonable settlement price for
3 the road easement and,

4 WHEREAS, The Director of Planning, by letter dated June 29, 2009, found that the
5 purchase of all the necessary property rights for the Project, is consistent with the City's
6 General Plan and with the Eight Priority Policies of City Planning Code Section 101.1,
7 which letter is on file with the Clerk of the Board of Supervisors under File No. 101505, and
8 which letter is incorporated herein by this reference; now, therefore, be it

9 RESOLVED, The Board has reviewed and considered the FEIR and record as a whole,
10 finds that the FEIR is adequate for its use as the decision making body for the action taken
11 herein and hereby incorporates by reference the CEQA findings contained in Resolution No.
12 369-09; and be it

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

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

22 FURTHER RESOLVED, That the Board of Supervisors of the City and County of
23 San Francisco hereby finds that the Purchase Agreement is consistent with the General
24 Plan and with the Eight Priority Policies of city planning Code Section 101.1 for the same
25 reasons as set forth in the letter of the Director of Planning dated June 29, 2009, and

1 hereby incorporates such findings by references as though fully set forth in this resolution;
2 and, be it

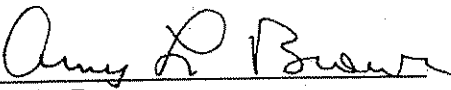
3 FURTHER RESOLVED, That in accordance with the recommendations of the Public
4 Utilities Commission and the Director of Property, the Board of Supervisors hereby
5 approves the Purchase Agreement and the transaction contemplated thereby in
6 substantially the form of such agreement presented to this Board; and, be it

7 FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of
8 Property to enter into any additions, amendments or other modifications to the Purchase
9 Agreement (including, without limitation, the attached exhibits) that the Director of Property
10 determines are in the best interest of the City, that do not increase the purchase price for
11 the road easement or otherwise materially increase the obligations or liabilities of the City,
12 and are necessary or advisable to complete the transaction contemplated in the Purchase
13 Agreement and effectuate the purpose and intent of this resolution, such determination to
14 be conclusively evidenced by the execution and delivery by the Director of Property of the
15 Purchase Agreement and any amendments thereto; and, be it


16 FURTHER RESOLVED, That the Director of Property is hereby authorized and
17 urged, in the name and on behalf of the City and County, to accept the deed to the road
18 easement from the Seller upon the closing in accordance with the terms and conditions of
19 the Purchase Agreement, and to take any and all steps (including, but not limited to, the
20 execution and delivery of any and all certificates, agreements, notices, consents, escrow
21 instructions, closing documents and other instruments or documents) as the Director of
22 Property deems necessary or appropriate in order to consummate the conveyance of the
23 road easement pursuant to the Purchase Agreement, or to otherwise effectuate the
24 purpose and intent of this resolution, such determination to be conclusively evidenced by
25 the execution and delivery by the Director of Property of any such documents; and, be it

1 FURTHER RESOLVED, All actions heretofore taken by the Director of Property with
2 respect to the matters addressed in this Resolution are hereby approved, confirmed and
3 ratified.

4
5 RECOMMENDED:

6 
7 Amy L. Brown
8 Director of Property

Funds Available:

9
10 
11 Controller

12 Appropriation: Index Code 737312
13
14
15
16
17
18
19
20
21
22
23
24
25



Amy L. Brown
Director of Real Estate



November 22, 2010

PUC
Road Easement Acquisition
San Joaquin Pipeline Project
Stanislaus County

Through Edwin M. Lee
City Administrator

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

Dear Board Members:

Enclosed for your consideration is a Resolution authorizing an agreement to purchase a permanent access easement totaling 2.16 acres over private property in Stanislaus County, required for the San Joaquin Pipeline System Project.

The road easement is necessary to access the existing Hetch Hetchy pipeline for repairs, upgrades and maintenance. The purchase price for the easement is \$13,000 pursuant to an Administrative Settlement authorized by the PUC General Manager on October 14, 2010.

In addition to the Resolution, enclosed are:

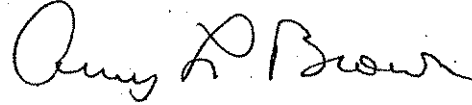
1. Agreement for Purchase and Sale of Real Estate dated October 5, 2010.
2. Public Utilities Commission Resolution No. 09-0119 approving the acquisition of this road easement and all other property interests for the project.
3. City Planning's letter dated June 29, 2009 stating that the proposed acquisition of all temporary and permanent easements for the project, including these road easements, is in conformance with the general plan and categorically exempt from environmental review.
4. Administrative Settlement Memo authorized by PUC General Manager

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2010 DEC -2 AM 9:33
BY le

5. Form SFEC – 126: Notification of Contract Approval

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

Very truly yours,



Amy L. Brown
Director of Real Estate

cc: Edwin M. Lee, City Administrator

w/ Resolution;
Hazel Brandt, Deputy City Attorney
Carolyn Stein, Deputy City Attorney
Brian Morelli, PUC
Gary Dowd, PUC
Nathan Purkiss, PUC

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

by and between

James W. Lopes

as Seller

and

CITY AND COUNTY OF SAN FRANCISCO,

as Buyer

For the purchase and sale of

Access Road easements over, in and upon real property in
Vernalis, California

October 5, 2010

TABLE OF CONTENTS

	<u>Page</u>
1. PURCHASE AND SALE.....	1
1.1 Purchase and Sale of Easement.....	1
1.2 Easement Area; Nature of Easement	1
2. CONSTRUCTION.....	1
2.1 Seller's Consent to Construction	1
3. PURCHASE PRICE	3
3.1 Purchase Price.....	3
3.2 Payment.....	3
3.3 Funds.....	3
4. CONVEYANCE OF EASEMENT.....	3
4.1 Easement Deed.....	3
4.2 State of Title.....	3
5. CONDITIONS TO CLOSING	3
5.1 City's Conditions to Closing	3
5.2 Cooperation with City.....	4
6. CLOSING AND POSSESSION.....	4
6.1 "Closing" Defined.....	4
6.2 Escrow; Closing Without an Escrow	5
6.3 Closing Date.....	5
6.4 Seller's Delivery of Documents	5
6.5 City's Delivery of Documents and Funds	6
6.6 Other Documents; Cooperation	6
6.7 Closing.....	6
6.8 Possession and Use	7
7. EXPENSES; PRORATIONS.....	7
7.1 City's Expenses	7
7.2 Seller's Expenses.....	7
7.3 Other Expenses	7
8. REPRESENTATIONS AND WARRANTIES.....	7
9. RISK OF LOSS.....	8
10. MAINTENANCE; CONSENT TO NEW CONTRACTS	9
10.1 Maintenance of the Easement Area	9

10.2	Contracts Affecting the Easement Area.....	9
10.3	Welty Road Irrigation Lines	9
11.	DISMISSAL OF EMINENT DOMAIN ACTION.....	9
12.	GENERAL PROVISIONS	9
12.1	Notices	9
12.2	Brokers and Finders	10
12.3	Successors and Assigns.....	10
12.4	Amendments; Waivers.....	11
12.5	Continuation and Survival of Representations and Warranties	11
12.6	Governing Law	11
12.7	Merger of Prior Agreements; No Inducement	11
12.8	Parties and Their Agents; Approvals	11
12.9	Interpretation of Agreement.....	12
12.10	Attorneys' Fees.....	12
12.11	Severability	12
12.12	Sunshine Ordinance	12
12.13	Conflicts of Interest.....	12
12.14	Notification of Limitations on Contributions	13
12.15	Non-Liability of City Officials, Employees and Agents	13
12.16	Counterparts.....	13
12.17	Effective Date	13
12.18	Release of Claims	13

LIST OF EXHIBITS

EXHIBIT A	Easement Deed for Access Roads with attached depiction and legal description of easement area.
EXHIBIT B	Copy of CCSF Deed
EXHIBIT C	Project Location Map

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE
(Easement Over, On and In
Portions of APN 016-002-017, 018 & 044)

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE (this "Agreement") dated for reference purposes only as of _____, 2010, is by and between James W. Lopes, a married man as his sole and separate property ("Seller"), and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("Buyer" or "City").

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 Easement

Seller agrees to sell and convey to City, and City agrees to purchase from Seller, subject to the terms, covenants and conditions set forth below, a permanent road easement in connection with City's San Joaquin Pipeline Project (the "Easement") over, across, in and upon portions of Seller's real property in an unincorporated portion of Stanislaus County ("County"), California, located near McCracken Road and commonly known as Assessor's Parcels 016-002-017, 018 & 044 ("Seller's Property"). Such portions of Seller's Property are referred to herein collectively as the "Easement Area."

1.2 Easement Area; Nature of Easement

The Easement Area consists of those portions of Seller's Property described in and approximately depicted on the exhibits to the easement deed attached as Exhibit A (the "Deed"). The nature, scope and conditions of the Easement are set forth in the Deed.

2. CONSTRUCTION

2.1 Seller's Consent to Construction

(a) Pursuant to that certain deed recorded December 28, 1923 in Book 49, at Page 67 in the Official Records of Stanislaus County, California (the "CCSF Deed") City owns certain real property as more particularly described therein (the "City's Property") located adjacent to Seller's Property. For reference, a copy of the CCSF Deed is attached hereto as Exhibit B. Subject to the terms and conditions of the CCSF Deed, City has rights to use private roads on Seller's Property located to the south of City's Property for purposes of access, ingress and egress to and from City's Property, including, without limitation, that certain dirt road located on Seller's Property that extends from South McCracken Road to River Road (also referred to as East Blewett Road) (the "E. Blewett Road"), as depicted on the Project location map attached hereto as Exhibit C. The East Blewett Road, together with any other private roads on Seller's Property located to the south of City's Property, and any roads located on the Easement Area to the north of City's Property, shall be referred to collectively herein as the "Access Roads".

(b) Seller acknowledges that City has disclosed that its Public Utilities Commission ("SFPUC") has developed a Water System Improvement Program ("WSIP") with the goals of increasing the system's ability to withstand major seismic events and prolonged droughts and to reliably meet future water demands. Seller also acknowledges that, as part of WSIP, the SFPUC has proposed the San Joaquin Pipeline System Project (the "**Pipeline Project**"), which would include, among other improvements, the installation and construction of an additional underground water transmission pipeline and any and all related facilities, on City's Property, and temporary fencing or appurtenances within the boundaries of City's Property located adjacent to Seller's Property (collectively, the "**Pipeline Project Facilities**"). The Pipeline Project may generate certain impacts (collectively, the "**Project Impacts**") that affect Seller's Property and/or any reserved rights in favor of Seller to use City's Property pursuant to the terms and conditions of the CCSF Deed (including, without limitation, any crossover rights, crops, vines, irrigation improvements, or other landscaping or improvements constructed or installed by Seller on City's Property), temporary dust, fumes, vibrations, odors, noise, groundwater discharge, storm water discharge, temporary restrictions or disruption of vehicular, equipment or pedestrian access over City's Property, temporary fencing, parking congestion, additional automobile and truck traffic.

(c) Subject to the terms and conditions of this Agreement, Seller hereby acknowledges and consents to: (i) installation and construction of the Pipeline Project on City's Property by City, its contractors, subcontractors, employees, consultants, agents and invitees (collectively, "**City Agents**"); (ii) completion of other Pipeline Project work or activities related thereto on City's Property, including without limitation, removal of any of Seller's crops, vines, or other improvements (if any) located on City's Property, installation of temporary fencing on City's Property during construction activities; and (iii) the continued use of the Access Roads, by City and its City Agents for purposes of access, ingress and egress to and from City's Property (collectively, the "**Work**"). City will perform, at its cost, the Work necessary to install the Pipeline Project in accordance with plans and specifications prepared by SFPUC (as amended or modified, the "**Plans**"). In the event any improvements of Seller are located on City's Property, Seller acknowledges and agrees that if the City removes and/or restores such improvements, the City shall have no liability for any costs, expenses or damages incurred in connection with the removal, disruption and/or restoration of any of Seller's facilities, personal property or improvements located on City's Property.

(d) During construction of the Work, City's contractor shall be obligated to apply Hygroscopic Suppressant with Magnesium Chloride active ingredient (e.g., Dust-off, DustGard) on all dirt Access Roads used by City or its located between River Road and S. McCracken Road, per manufacturer's recommended installation for dust control in lieu of water. Such materials shall be applied in accordance with the terms and conditions of any applicable permit issued by the San Joaquin Valley Air Pollution Control District related to the Pipeline Project. As an additional dust control measure, City's contractor may install gravel on the Access Roads.

(e) Seller acknowledges and agrees that City may install temporary fencing around the City's Property, for safety, security and liability purposes during construction activities.

(f) Seller acknowledges and agrees that after the construction of the Pipeline Project Facilities, Seller shall not plant any replacement vines, trees or any other vegetation on the City's Property, or install any additional subsurface or surface improvements extending below the surface on the City's Property, without prior review and written approval by SFPUC's engineering department in each instance, of plans for any such improvements, provided however, such approval may not be unreasonably withheld, conditioned or delayed.

3. PURCHASE PRICE

3.1 Purchase Price

The total purchase price for the Easement is ^{Thirteen} ~~Eleven~~ ^{13,000} Thousand Dollars (\$13,000) (the "Purchase Price"). The parties acknowledge and agree that the Purchase Price includes the purchase of the Easement, plus compensation to Seller for settlement of any and all Claims (as defined in Section 12.18 below) of Seller related to damage, loss or injury to Seller's Property or any crops or improvements located thereon, related to the construction of the Pipeline Project, *JWL*
As

3.2 Payment

On the Closing Date (as defined in Section 6.3 [Closing Date]), City shall pay the Purchase Price, adjusted pursuant to the provisions of Article 7 [Expenses], and reduced by any credits due City hereunder.

3.3 Funds

All payments made by any party hereto 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, as the escrow agent.

4. CONVEYANCE OF EASEMENT

4.1 Easement Deed

At the Closing Seller shall convey to City marketable and insurable title to the Easement, by duly executed and acknowledged Deed in the form attached hereto as Exhibit A, free and clear of all exceptions, liens and encumbrances except solely for the Accepted Conditions of Title (as defined in Section 4.2 [State of Title]). *Seller has named the easement road as "Lopes Road."* *JWL*
As

4.2 State of Title

"Accepted Conditions of Title" shall mean only (i) the lien of real property taxes, not yet due or payable; and (ii) exceptions to title which are acceptable to City.

5. CONDITIONS TO CLOSING

5.1 City's Conditions to Closing

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

(a) The physical condition of the Easement Area 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 9 [Risk of Loss]), and as of the Closing Date there shall be no litigation or administrative agency or other governmental proceeding, pending or threatened, which after the Closing could materially adversely affect the value of the Easement or the ability of City to use the Easement Area for its 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 of the Easement Area.

(b) Seller shall have delivered signed originals of any documents required under Section 4.2, 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, defined in Section 4.2 [State of Title]. The Title Policy shall contain such special endorsements as City may reasonably request.

(c) The transactions contemplated herein shall have been approved by all applicable City departments and agencies, including, without limitation, the Public Utilities Commission, in their respective sole discretion, within sixty (60) days after Seller executes and delivers this Agreement to City.

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

(e) Seller shall have delivered the items described in Section 6.4 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 the benefit of City. If any Condition Precedent is not satisfied, City shall have the right in its sole discretion either to waive in writing the Condition Precedent in question and proceed with the purchase (provided that the Conditions Precedent described in items (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 of time specified by City, to allow such Conditions Precedent to be satisfied, subject to City's further right to terminate this Agreement upon the expiration of the period of any such extension if any such Conditions Precedent remain unsatisfied.

If the sale of the Easement is not consummated because of a default under this Agreement on the part of Seller or if a Condition Precedent cannot be fulfilled because Seller frustrated such fulfillment by some affirmative act or negligent omission, City may, at its sole election, either (1) 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 hereunder, or (2) continue this Agreement pending City's action for specific performance and/or damages hereunder, including, without limitation, City's costs and expenses incurred hereunder.

5.2 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.

6. CLOSING AND POSSESSION

6.1 "Closing" Defined

The consummation of the purchase and sale contemplated hereby (the "**Closing**") shall occur as provided in this Article 6.

6.2 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 12.17 [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 Street, 21st 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 hereby; (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 6.7(b).

6.3 Closing Date

The Closing shall occur ninety (90) days after the Effective Date (as defined in Section 12.17) or on such earlier date as City and Seller may mutually agree (the "**Closing Date**"), subject to the provisions of Article 5 [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.

6.4 Seller's Delivery of Documents

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

- (i) the duly executed and acknowledged Deed;
- (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 hereby, 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;
- (iii) any documents needed in order to eliminate title exceptions other than Accepted Conditions of Title; and
- (iv) 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).

(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 6.7(b).

6.5 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, to be attached to each Deed 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 7; and

(iv) the Purchase Price, as provided in Article 3 hereof.

(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 6.7(b).

6.6 Other Documents; Cooperation

Seller and City agree to perform such further acts and to 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.

6.7 Closing

(a) **Closing through Escrow.** Subject to Section 6.7(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) Record the Deed in the Office of the County's Recorder and obtain endorsed copies thereof for each party;

(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 7;

(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: (I) 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 7), and (II) cause the certificate of acceptance in each Deed to be executed, when:

(A) City has received Seller's documents in accordance with Section 6.4, and

(B) City is in a position to record the Deed conveying the Easement to City 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.

(ii) City shall provide Seller with a recordation conformed copy of the recorded Deed.

6.8 Possession and Use

The right of possession and use of the 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 the 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.

7. EXPENSES; PRORATIONS

7.1 City's Expenses

City shall pay all escrow fees, the recording fees for the Deed and title insurance charges, if any.

7.2 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 the Easement Area including, without limitation, any prepayment or delinquency fees, penalties or charges. Seller shall also pay any delinquent taxes that may have become a lien against Seller's Property, at the Closing.

7.3 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.

8. 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 represent and warrant that the signatories 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 the Easement Area or that would affect City's access to or use 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 the Easement Area, and no violations of any laws, rules or regulations applicable to the Easement Area.

(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 Easement after Closing in the normal manner in which it is intended.

(f) **No Lawsuits.** There are no lawsuits or proceedings pending or, to the best of Seller's knowledge, threatened against or affecting Seller, the 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 Easement 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 herein, "**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.

9. RISK OF LOSS

If any of the Easement Area is damaged or destroyed before the Closing Date, then the rights and obligations of Seller and City hereunder 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 Area damaged or destroyed. City shall have thirty (30) days after Seller notifies City that an event described in this Article 9 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 9, then City and Seller shall each be released from all obligations hereunder pertaining to that portion of the Easement Area 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 Area, and this Agreement shall remain in full force and effect.

10. MAINTENANCE; CONSENT TO NEW CONTRACTS

10.1 Maintenance of the Easement Area

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 such condition. Seller shall make no changes to the Easement Area without City's prior written consent, which shall not be unreasonably withheld or delayed.

10.2 Contracts Affecting the Easement Area

Except as otherwise provided herein 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 the Easement Area.

10.3 Welty Road Irrigation Lines

JLL
is one *gone water district*
There are ~~two~~ private Irrigations lines within the right of way belonging to the City and County of San Francisco that are located west of Welty Road off Blewett Road that have been identified by Seller. During construction, Buyer will either protect in place or within 72 hours provide a temporary bypass of the existing irrigation lines provided Seller provides Buyer with the size, location and depth of the irrigations lines no later than November 1, 2010. In the event the size, location and depth of said irrigation lines are not supplied by the Seller by said date, or the irrigation lines are not at the location specified by Seller, the Seller agrees to compensate the City for it's additional cost of either protecting in place or temporarily relocating Seller's irrigation lines.. The Bypass Facilities shall be located primarily within the Buyer's Property but could be partially on Seller's property depending on field conditions and shall provide for the minimum bypass flow capability.

Promptly following completion of construction at this location, Buyer's contractor shall remove the temporary bypass if installed, and shall repair and restore any damage to such facilities caused by Buyer or its contractor to a condition substantially similar to that which existed immediately prior to the commencement of the Work.

11. 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.

12. GENERAL PROVISIONS

12.1 Notices

Any notice, consent or approval required or permitted to be given under this Agreement shall be in writing and shall be given by (i) hand delivery, against receipt, (ii) reliable next-business-day courier service that provides confirmation of delivery, or (iii) United States registered or certified mail, postage prepaid, return receipt required, and addressed as follows (or

to such other address as either party may from time to time specify in writing to the other upon five (5) days prior written notice in the manner provided above):

City:

To:

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

with copy to:

Hazel M. Brandt
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:

James W. Lopes
757 Orchard Rd
Vernalis, CA 95385
Facsimile No.: _____

with a copy to:

Facsimile No.: _____

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. Facsimile numbers are provided above for convenience of communication; however, neither party may give official or binding notice by facsimile. The effective time of a notice shall not be affected by the receipt, prior to receipt of the original, of a telefacsimile copy of the notice.

12.2 Brokers and Finders

Neither party has had any contact or dealings regarding the Easement, 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 herein. 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.

12.3 Successors and Assigns

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns, subject to Section 10.2 [Contracts Affecting the Easement Area].

12.4 Amendments; Waivers

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

12.5 Continuation and Survival of Representations and Warranties

All representations and warranties by the respective parties contained herein or made in writing pursuant to this Agreement are intended to be, and shall remain, true and correct as of the Closing, shall be deemed to be material, and, together with all conditions, covenants and indemnities made by the respective parties contained herein 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 hereby shall constitute representations and warranties hereunder.

12.6 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.

12.7 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 herein, 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 hereof 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 therefrom) 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 herein.

12.8 Parties and Their Agents; Approvals

The term "Seller" as used herein 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 herein, the term "Agents" when used with respect to either party shall include the agents, employees, officers, contractors and representatives of such party. All approvals, consents or other determinations permitted or required by City hereunder shall be made by or through the General Manager of City's Public Utilities Commission or the City's Director of Property, unless otherwise provided herein, subject to applicable law.

12.9 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 herein. 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 herein. 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.

12.10 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 thereof (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 the 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.

12.11 Severability

If any term or provision of this Agreement, or the application thereof 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.

12.12 Sunshine Ordinance

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

12.13 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 the City.

12.14 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 the City for the selling or leasing any land or building to or from the 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.

12.15 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.

12.16 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.

12.17 Effective Date

As used herein, 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 the City's Public Utilities Commission, and (c) if required by City's Charter, by a duly adopted resolution of the City's Board of Supervisors and Mayor.

12.18 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 (collectively, "Claims"), 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, fumes, 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 herein. 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.

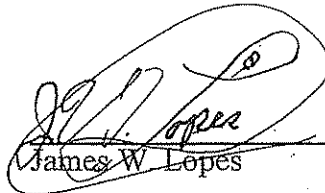
If this Agreement is terminated this Section 12.18 shall have no force or effect.

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 HEREBY. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF CITY HEREUNDER 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:



James W. Lopes

Date: 10/15/10

Tax ID: _____

CITY:

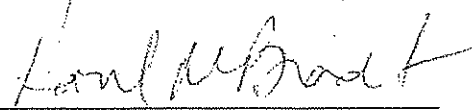
CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: 
AMY L. BROWN
Director of Property

Date: 10/26/10

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: 

Hazel M. Brandt
Deputy City Attorney

ESCROW HOLDER'S ACKNOWLEDGMENT

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

ESCROW HOLDER:

CHICAGO TITLE COMPANY

By: _____
[signature]
Name: _____
[print name]
Its: _____
Date: _____

SPOUSAL WAIVER

I acknowledge that I am the spouse of James W. Lopes who executed the attached purchase and sale agreement, and further acknowledge that the real property described in the attached agreement is James W. Lopes' separate property. I waive any requirement that I join in the execution of any other document required for the transaction set forth in the attached agreement, and agree to execute an easement deed without warranty of title, if requested, or if necessary, so that the buyer can obtain title insurance. This obligation shall survive the delivery and recordation of the easement deed.

Dated: 10/5/10

Joan Depauli Lopes
[print name of spouse]

Joan Depauli Lopes

EXHIBIT A
EASEMENT DEED
[See following page]

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
(Road Easement)

(Portion of Assessor's Parcel No. 016-002-017, 018 & 044)

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, James W. Lopes ("**Grantor**"), hereby grants to the City and County of San Francisco, a municipal corporation ("**San Francisco**"), a perpetual, nonexclusive easement in gross for road purposes (the "**Easement**") over, across, in, and upon that portion of Grantor's real property described in attached Exhibit A and depicted approximately on attached Exhibit B (the "**Easement Area**"), on the terms and conditions set forth in this Deed. Such Exhibits are incorporated into this Deed.

1. **Nature of Easement.** The Easement includes the right to improve, inspect, maintain, repair, operate, and use a roadway, approximately fifteen (15) feet in width (the "**Road**"). The Easement includes the right to modify, remove or replace the Road, provided that San Francisco obtains Grantor's approval of the proposed modification, removal and/or replacement, which approval shall not be unreasonably withheld, conditioned or delayed. However, in an emergency, San Francisco 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 San Francisco 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. San Francisco's rights under this Deed may be exercised by San Francisco's agents, contractors, subcontractors, suppliers, consultants, employees, licensees, invitees, or representatives, or by other authorized persons acting for or on behalf of San Francisco (collectively, "**Agents**").

2. **Maintenance.** San Francisco 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 San Francisco and its Agents, and not wear and tear caused by use of the Road by others.

3. **Successors and Assigns.** The provisions of this Deed shall run with the land, burden the Easement Area, and inure to the benefit of and bind the respective successors and assigns of Grantor and San Francisco.

4. **Counterpart Signatures.** This instrument may be executed in counterparts, each of which shall be an original, but all counterparts shall constitute one instrument.

Executed as of this _____ day of _____, 20__.

GRANTOR:

By: _____
James W. Lopes

SAN FRANCISCO:

CITY AND COUNTY OF SAN FRANCISCO, a
municipal corporation

By: _____
Amy L. Brown
Director of Property

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____
Hazel M. Brandt
Deputy City Attorney

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)

CERTIFICATE OF ACCEPTANCE

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

Dated: _____

By: _____
AMY L. BROWN
Director of Property

EXHIBIT A
Description of Easement Area

[See following page]



June 29, 2009

EXHIBIT "A"
LEGAL DESCRIPTION
Property I.D. No. 743-01, 02, 03

All that real property situate in the City of Vernalis, County of Stanislaus, State of California, more particularly described as follows:

PARCEL NO. 743-01

Being a portion of the second described parcel in that certain deed recorded on February 17, 2000, as Document Number 2000-0012476-00, Official Records of Stanislaus County, State of California, being a strip of land 15 feet wide, 7.50 feet each side of the following described centerline:

BEGINNING at the southwesterly corner of the second described parcel in said deed, being a point on the easterly right-of-way line of McCracken Road, 40.00 feet wide, at its intersection with the southerly line of Section 36 of Township 3 South, Range 6 East, Mount Diablo Base and Meridian;

thence along said easterly line of McCracken Road, North $00^{\circ}01'14''$ East, 1010.64 feet to the **TRUE POINT OF BEGINNING**;

thence North $86^{\circ}57'34''$ East, 187.63 feet;

thence South $66^{\circ}31'36''$ East, 54.11 feet;

thence North $78^{\circ}38'22''$ East, 189.40 feet;

thence North $74^{\circ}05'40''$ East, 218.78 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 593.00 feet, through a central angle of $12^{\circ}24'38''$, and an arc length of 128.45 feet;

thence North $61^{\circ}41'02''$ East, 62.13 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 600.00 feet, through a central angle of $4^{\circ}07'50''$, and an arc length of 43.26 feet;

thence North $65^{\circ}48'52''$ East, 1,287.67 feet;

Exhibit "A"
Page 1 of 5



thence North 66°10'03" East, 380.91 feet to a point hereinafter referred to as **POINT "A"**, containing an area of 38,285 square feet, more or less. The sidelines of the easement are to be lengthened or shortened to terminate in the westerly line of said second described parcel in Document Number 2000-0012476-00 and the most westerly line of the hereinafter described Parcel No. 743-02.

PARCEL NO. 743-02

Being a portion of the second described parcel in that certain deed recorded on February 17, 2000, as Document Number 2000-0012476-00, Official Records of Stanislaus County, State of California, being more particularly described as follows:

BEGINNING at the hereinabove described **POINT "A"**;

thence North 23°49'57" West, 7.50 feet to the northerly line of the second described parcel in said Document Number 2000-0012476-00;

thence along last said northerly line, North 70°50'38" East, 99.29 feet to the most southerly corner of Parcel 2, described in that certain Grant Deed recorded on July 2, 1998 as Document Number 98-0059001-00, Official Records of Stanislaus County;

thence continuing along last said northerly line, North 70°50'38" East, 101.12 feet;

thence South 79°40'59" East, 42.23 feet to a point hereinafter referred to as **POINT "B"**, on the northeasterly line of said second described parcel, being the common line between the first and second described parcels in said Document Number 2000-0012476-00;

thence along said common line, South 42°24'07" East, 1,349.18 feet to the northerly line of the strip of land described in that certain deed recorded on December 28, 1923 in Book 49 of Official Records at page 67, Stanislaus County Records;

thence along last said northerly line, South 77°05'53" West, 17.23 feet to a point 15.00 feet southwesterly of, as measured along a perpendicular, last said common line;

thence along a line parallel with and 15.00 feet southwesterly of, as measured along a perpendicular, last said common line, North 42°24'07" West, 1,335.63 feet;

thence North 79°40'59" West, 40.67 feet;

thence South 83°50'05" West, 26.33 feet;

Exhibit "A"
Page 2 of 5



thence South 68°47'43" West, 82.73 feet;

thence South 66°10'03" West, 80.69 feet;

thence North 23°49'57" West, 7.50 feet to POINT "A", containing an area of 22,549 square feet, more or less.

PARCEL NO. 743-03

Being a portion of the first described parcel in that certain deed recorded on February 17, 2000, as Document Number 2000-0012476-00, Official Records of Stanislaus County, State of California, being more particularly described as follows:

BEGINNING at the hereinabove described POINT "B";

thence South 79°40'59" East, 12.97 feet;

thence North 65°59'08" East, 722.34 feet;

thence North 65°54'51" East, 601.55 feet;

thence North 66°40'52" East, 509.08 feet;

thence North 65°47'18" East, 145.90 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 36.00 feet, through a central angle of 49°29'50", and an arc length of 31.10 feet to the northeasterly line of said first described parcel in Document Number 2000-0012476-00;

thence along last said northeasterly line, South 46°57'57" East, 16.36 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South 79°32'57" East;

thence southerly along said curve having a radius of 20.00 feet, through a central angle of 54°57'52", and an arc length of 19.19 feet;

thence South 44°30'49" East, 19.22 feet;

thence South 49°18'58" East, 102.55 feet;

thence South 47°32'03" East, 587.33 feet to the northeasterly line of said first described parcel in Document Number 2000-0012476-00;

Exhibit "A"
Page 3 of 5



thence along last said northeasterly line, South $46^{\circ}57'57''$ East, 1,068.05 feet;

thence South $45^{\circ}19'05''$ East, 17.63 feet;

thence South $40^{\circ}31'12''$ East, 56.04 feet to the northerly line of the strip of land described in that certain deed recorded on December 28, 1923 in Book 49 of Official Records at page 67, Stanislaus County Records;

thence along last said northerly line, South $77^{\circ}05'53''$ West, 16.93 feet;

thence North $40^{\circ}31'12''$ West, 47.57 feet;

thence North $45^{\circ}19'05''$ West, 112.00 feet;

thence North $46^{\circ}46'57''$ West, 341.24 feet;

thence North $47^{\circ}15'36''$ West, 508.30 feet;

thence North $47^{\circ}32'03''$ West, 710.08 feet;

thence North $49^{\circ}18'58''$ West, 102.95 feet;

thence North $44^{\circ}30'49''$ West, 17.63 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 20.00 feet, through a central angle of $69^{\circ}41'53''$, and an arc length of 24.33 feet;

thence South $65^{\circ}47'18''$ West, 145.36 feet;

thence South $66^{\circ}40'52''$ West, 509.10 feet;

thence South $65^{\circ}54'51''$ West, 601.46 feet;

thence South $65^{\circ}59'08''$ West, 725.64 feet to the southwesterly line of said first described parcel in Document Number 2000-0012476-00;

thence along last said line, North $42^{\circ}24'07''$ West, 23.52 feet to POINT "B", containing an area of 55,669 square feet, more or less.

All bearings and distances shown on this Exhibit are based upon the North American Datum of 1983 (NAD 83), California Coordinate System, Zone III, Epoch 1991.35. All distances shown hereon are grid distances. To convert to ground distance, multiply expressed distances by 1.00007398. Areas shown are calculated using grid distances.

Exhibit "A"
Page 4 of 5



ENGINEERS
SURVEYORS
PLANNERS

To convert to ground area, multiply the expressed area by 1.00014797.

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

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

Michael A. Shoup 07-01-09

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



END OF DESCRIPTION

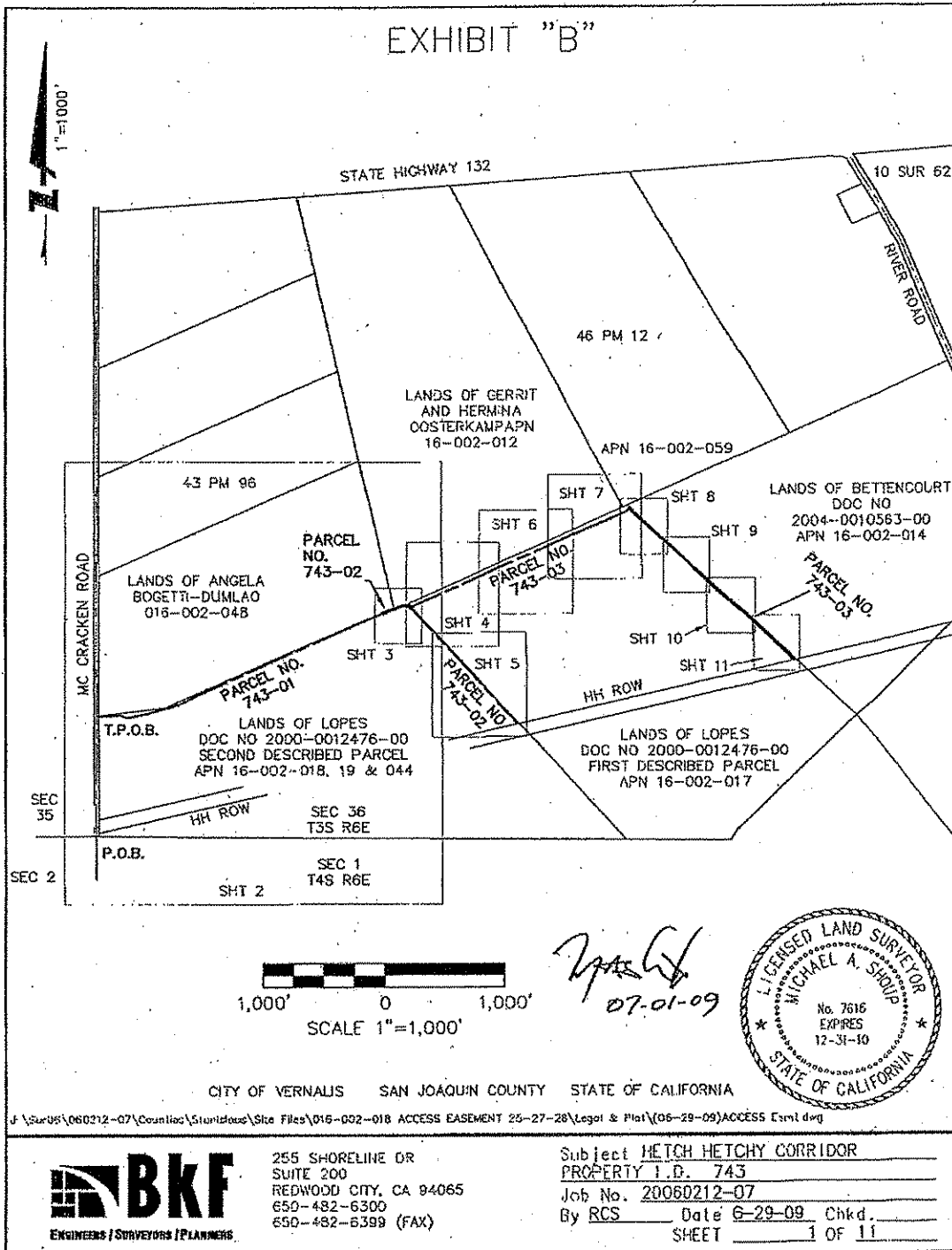
J:\Sun06\060212-07\Counties\Stanislaus\Site Files\016-003-018 ACCESS EASEMENT 25-27-28\Legal & Plat\ (06-29-09)ACCESS EASEMENT Legal.doc

Exhibit "A"
Page 5 of 5

EXHIBIT B
Depiction of Easement Area (Approximate)

[See following page]

EXHIBIT "B"



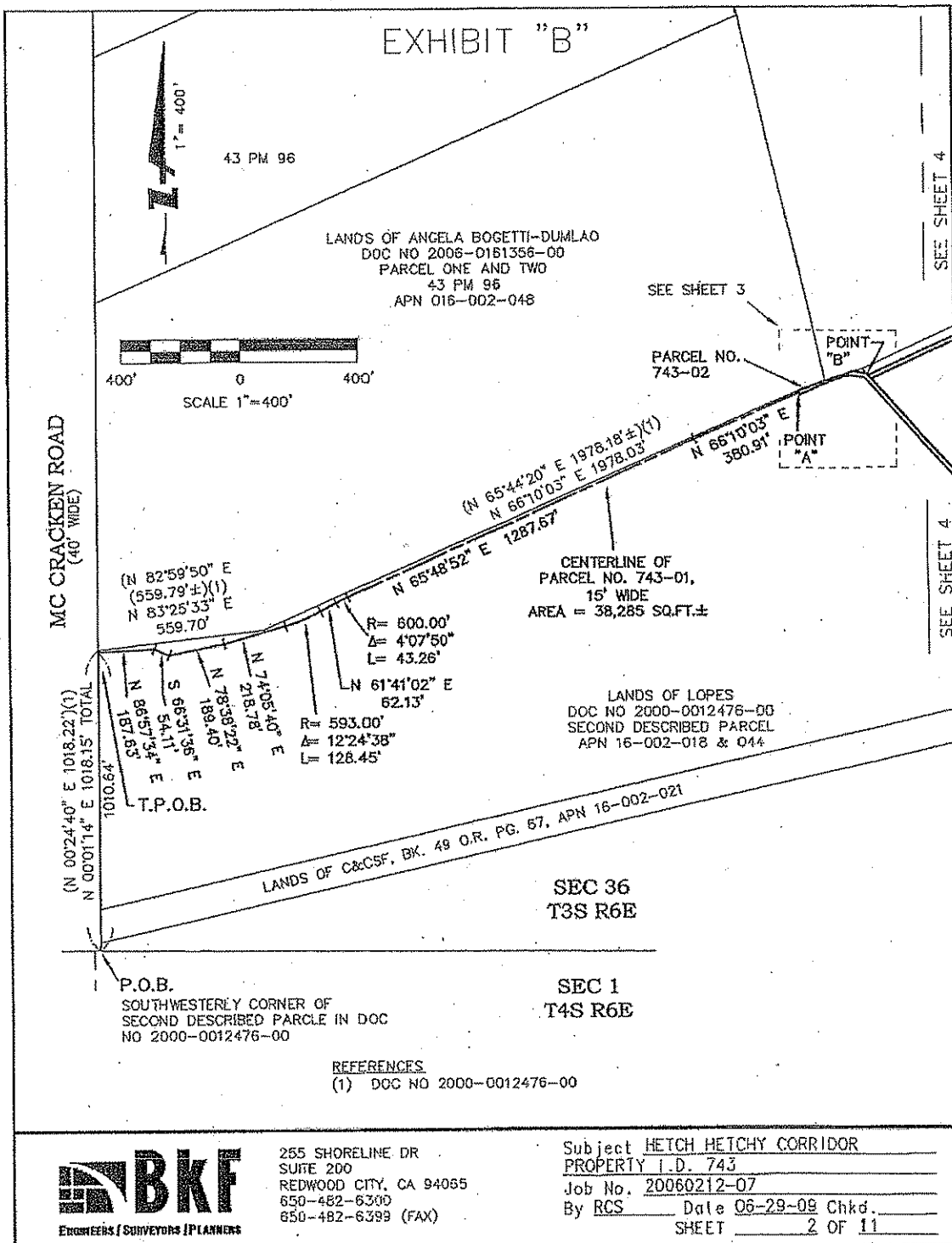
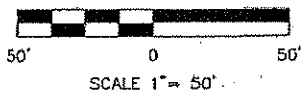


EXHIBIT "B"

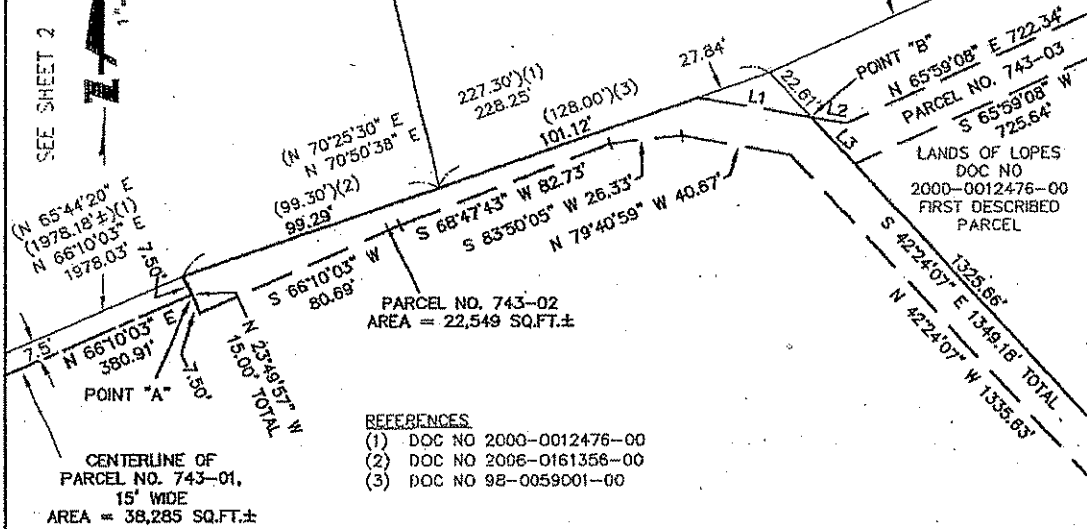
LANDS OF ANGELA
BOGETTI-DUMLAO
DOC NO 2006-0161356-00
PARCEL ONE AND TWO
43 PM 96
APN 016-002-048

LANDS OF GERRIT AND HERMINA OOSTERKAMP
DOC NO 98-0059001-00
APN 16-002-012



SEE SHEET 2

SEE SHEET 4



SEE SHEET 4



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

Subject HETCH HETCHY CORRIDOR
PROPERTY I.D. 743
Job No. 20060212-07
By RCS Date 06-29-09 Chkd.
SHEET 3 OF 11

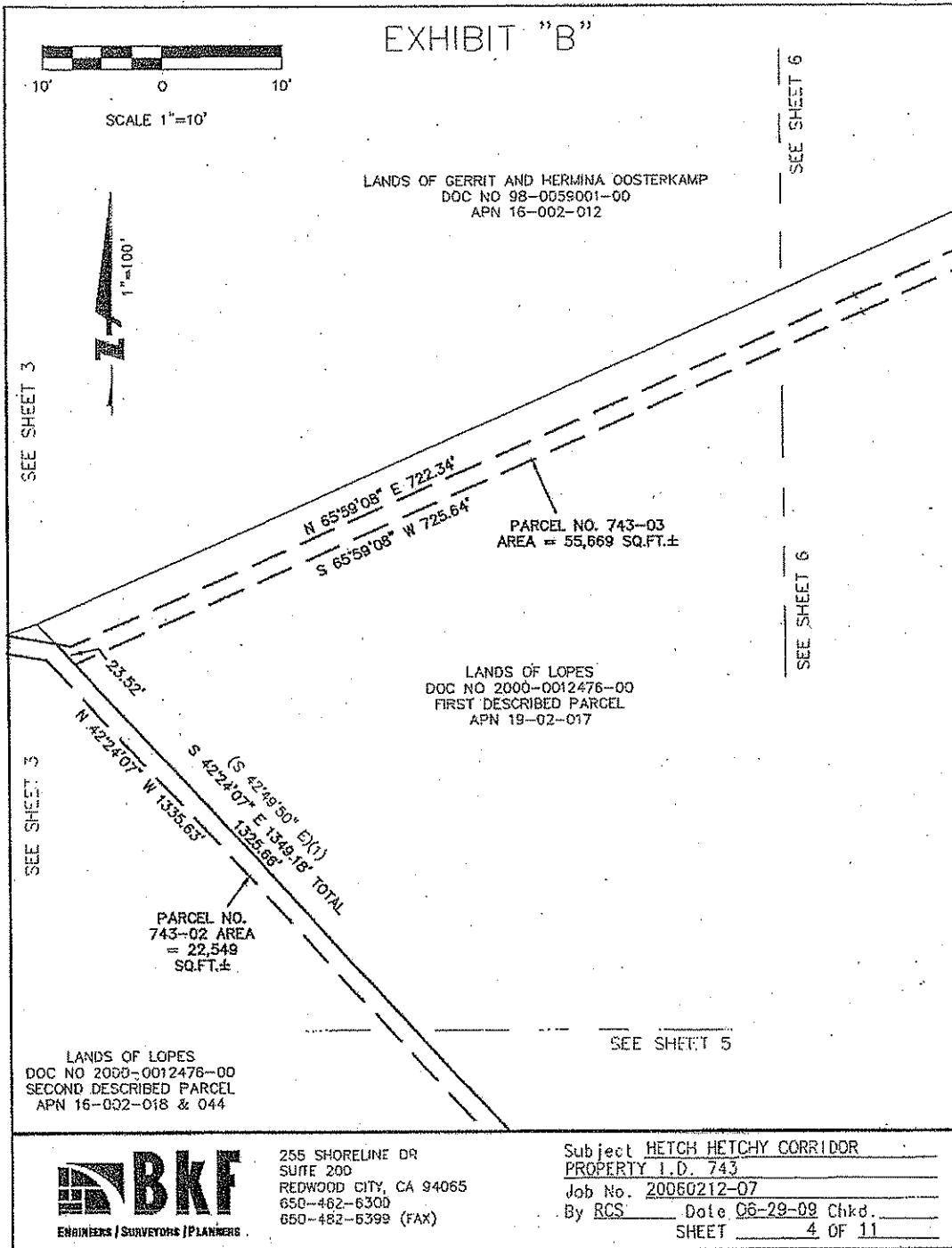
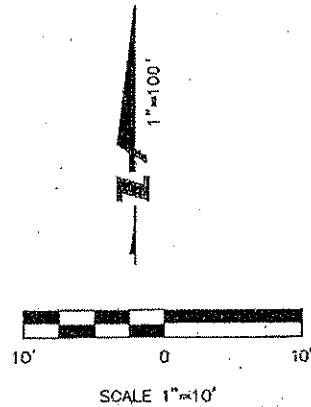


EXHIBIT "B"

SEE SHEET 4



S 42°24'07" E 1349.18' TOTAL
1325.63'
N 42°24'07" W 1335.63'

15' WIDE

(S 42°49'50" E)(1)

LANDS OF LOPES
DOC NO 2000-0012476-00
SECOND DESCRIBED PARCEL
APN 16-002-018 & 044

LANDS OF LOPES
DOC NO 2000-0012476-00
FIRST DESCRIBED PARCEL
APN 19-02-G17

PARCEL NO. 743-02
AREA = 22,549
SQ.FT.±

LEGEND

APN	ASSESSORS PARCEL NUMBER
BK	BOOK
C&CSF	CITY AND COUNTY OF SAN FRANCISCO
DOC NO	DOCUMENT NUMBER
HH	HETCH HETCHY
O.R.	OFFICIAL RECORDS
PG.	PAGE
PM	PARCEL MAP
P.O.B.	POINT OF BEGINNING
R	RANGE
ROW	RIGHT-OF-WAY
SEC	SECTION
T	TOWNSHIP
T.P.O.B.	TRUE POINT OF BEGINNING

LANDS OF C&CSF, BK. 49 O.R. PG. 67, APN 16-002-021
S 77°05'53" W 17.23'



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

Subject HETCH HETCHY CORRIDOR
PROPERTY I.D. 743
Job No. 20060212-07
By RCS Date 06-29-09 Chkd.
SHEET 5 OF 11

EXHIBIT "B"



SCALE 1"=10'



LANDS OF GERRIT AND HERMINA OOSTERKAMP
DOC NO 98-0059001-00
APN 16-002-012

SEE SHEET 4

SEE SHEET 4

SEE SHEET 7

SEE SHEET 7

N 65°54'51" E 601.55'
S 65°54'51" W 601.46'

PARCEL NO. 743-03
AREA = 55,669 SQ.FT.±

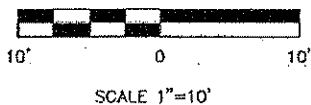
LANDS OF LOPES
DOC NO 2000-0012476-00
FIRST DESCRIBED PARCEL
APN 19-02-017



255 SHORELINE DR
SUITE 200
REDWOOD CITY, CA 94065
650-482-8300
650-482-6399 (FAX)

Subject HEICH HEICHY CORRIDOR
PROPERTY I.D. 743
Job No. 20060212-07
By RCS Date 06-29-09 Chkd.
SHEET 6 OF 11

EXHIBIT "B"



LANDS OF GERRIT AND HERMINA OOSTERKAMP
DOC NO 98-C059001-00
APN 16-002-012

SEE SHEET 6

SEE SHEET 6

N 68°40'52" E 509.08'
S 68°40'52" W 509.10'

PARCEL NO. 743-03
AREA = 55,669 SQ.FT.±

N 65°47'18" E 145.90'
S 65°47'18" W 145.36'

SEE SHEET 8

LANDS OF LOPES
DOC NO 2000-0012476-00
FIRST DESCRIBED PARCEL
APN 19-02-017

LEGEND

APN	ASSESSORS PARCEL NUMBER
BK.	BOOK
C&CSF	CITY AND COUNTY OF SAN FRANCISCO
DOC NO	DOCUMENT NUMBER
HH	HETCH HETCHY
O.R.	OFFICIAL RECORDS
PG.	PAGE
PM	PARCEL MAP
P.O.B.	POINT OF BEGINNING
R	RANGE
ROW	RIGHT-OF-WAY
SEC	SECTION
T	TOWNSHIP
T.P.O.B.	TRUE POINT OF BEGINNING



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

Subject HETCH HETCHY CORRIDOR
PROPERTY I.D. 743
Job No. 20060212-07
By RCS Date 06-29-09 Chkd.
SHEET 7 OF 11

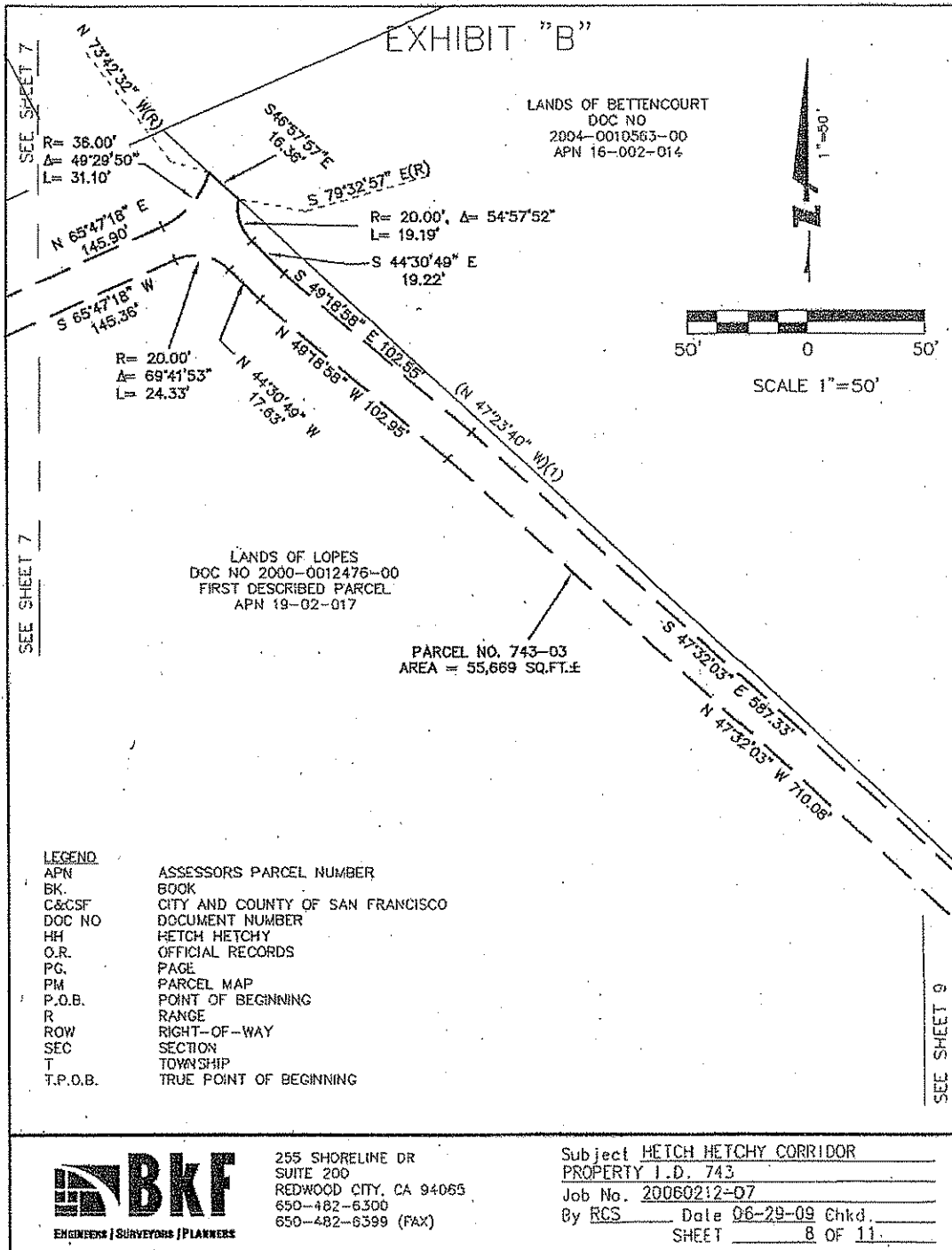
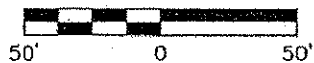


EXHIBIT "B"

LANDS OF BETTENCOURT
DOC NO
2004-0010563-00
APN 16-002-014

SEE SHEET 8

S 47°32'03" E 587.33'
N 47°32'03" W 710.08'



SCALE 1"=50'

PARCEL NO. 743-03
AREA = 55,669 SQ.FT.±

S 46°57'57" E 1068.05'

N 47°15'36" W
508.30'

LANDS OF LOPES
DOC NO 2000-0012476-00
FIRST DESCRIBED PARCEL
APN 19-02-017

————— EASEMENT LINE
————— PROPERTY LINE
- - - - - MATCHLINE

SEE SHEET 10



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

Subject HETCH HETCHY CORRIDOR
PROPERTY I.D. 743
Job No. 20060212-07
By RCS Date 06-29-09 Chkd.
SHEET 9 OF 11

EXHIBIT "B"

SEE SHEET 9

LANDS OF BETTENCOURT
DOC NO
2004-0010563-00
APN 16-002-014

PARCEL NO. 743-03
AREA = 55,669 SQ.FT.±

LANDS OF LOPES
DOC NO 2000-0012476-00
FIRST DESCRIBED PARCEL
APN 19-02-017



SCALE 1"=50'

S 46°57'57" E 1068.05'

N 47°15'36" W 508.30'

SEE SHEET 11



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

Subject HEICH HETCHY CORRIDOR
PROPERTY I.D. 743
Job No. 20060212-07
By RCS Date 06-29-09 Chkd.
SHEET 10 OF 11

EXHIBIT "B"

SEE SHEET 10

N 46°45'57" W 341.24'

(N 47°23'40" W)(1)

LANDS OF LOPES
DOC NO 2000-0012476-00
FIRST DESCRIBED PARCEL
APN 19-02-017

PARCEL NO. 743-03
AREA = 55,669 SQ.FT.±

LEGEND

APN
BK.
C&CSF
DOC NO
HH
O.R.
PG.
PM
P.O.B.
R
ROW
SEC
T
T.P.O.B.

ASSESSORS PARCEL NUMBER
BOOK
CITY AND COUNTY OF SAN FRANCISCO
DOCUMENT NUMBER
HETCH HETCHY
OFFICIAL RECORDS
PAGE
PARCEL MAP
POINT OF BEGINNING
RANGE
RIGHT-OF-WAY
SECTION
TOWNSHIP
TRUE POINT OF BEGINNING



SCALE 1"=50'

LANDS OF BETTENCOURT
DOC NO
2004-0010563-00
APN 16-002-014

S 46°57'57" E 1068.05'
N 45°19'05" W 112.00'
S 45°19'05" E 17.63'
S 40°31'12" E 55.04'
N 40°31'12" W 47.57'
S 77°05'53" W 16.93'

LANDS OF C&CSF, BK. 49 O.R. PG. 67, APN 16-002-021



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

Subject HETCH HETCHY CORRIDOR
PROPERTY I.D. 743

Job No. 20060212-07

By RCS Date 06-29-09 Chkd.
SHEET 11 OF 11

EXHIBIT B
Copy of CCSF Deed

[See following page]

EXHIBIT C
Project Location Map

[See following page]

EXHIBIT B

INFORMATION ONLY
THIS COPY MAY
BE DISCARDED

110-W

THIS INSTRUMENT, made the 21st day of December,
One Thousand Nine Hundred and Twenty-three, by and between
FRED L. KINGAID and CAROL G. KINGAID, his wife, both of the
County of San Joaquin, State of California, the parties of the
first part, hereinafter referred to as the "Grantors," and
CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, the party
of the second part, hereinafter referred to as the "Grantee,"

WITNESSETH: That the said grantors, in consideration of the
sum of Seven Thousand One Hundred Twenty and 00/100 Dollars (\$7,120.00),
lawful money of the United States of America, to them in hand paid
by the Grantee, the receipt whereof is hereby acknowledged, do by
these presents, grant, bargain and sell unto the said Grantee, and
to its successors and assigns forever, all that certain piece or
parcel of land situate in the County of Stanislaus, State of
California, and more particularly described as follows, to-wit:

All that portion of the lands of Grantors included
within a strip of land 110 feet in width, 55 feet each side
of the following described center line, and said center
line produced northeasterly and southwesterly:

BEGINNING at a point in the west line of Section
Thirty-six (36), Township Three (3) South, Range Six (6)
East, M.D.B. and M., which line is also the center line
of a county road and the west boundary of the lands of
Grantors; said point is distant along said line from the
southwest corner of said Section Thirty-six (36) North
0 degrees 27 minutes West 79.7 feet; thence from the
point of beginning North 76 degrees 40 minutes 37 seconds East
7293.7 feet to a point in the boundary between the lands of
Grantors and the lands now or formerly of El Solvo Land
Company, located in Section Thirty-one (31), Township Three
(3) South, Range Seven (7) East, M.D.B. and M., which
point is distant along said boundary from its intersection
with the southwesterly line of a county road running
northwesterly through said lands of El Solvo Land Company,
South 45 degrees 46 minutes West 987.6 feet, and also distant
along said boundary from the southeast corner of said
Section Thirty-six (36) North 45 degrees 46 minutes East
2827 feet, more or less.

CONTAINING a gross area of 18.418 acres.

In the above description it is assumed that an existing
fence marks the south line of said Section 36 and that said

southwest corner of Section 36 is the point of intersection of the projected line of said fence with the west line of said Section 36.

Subject to a right of way easement 20 feet in width, granted to the County of Stanislaus for road purposes, by grant dated June 12, 1896, and recorded July 20, 1896, in Volume 58 of Deeds, page 360, Stanislaus County records.

The center line of said 110 foot strip is a part of the center line of the Hetch Hetchy Aqueduct right of way.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto the said party of the second part, and to its successors and assigns forever.

THIS GRANT AND CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING EXPRESS CONDITIONS AND RESERVATIONS:

FIRST: The Grantors reserve the right to plant, cultivate, irrigate, harvest and retain crops on and from the land herein described, and to use said land for pasturage, until such time as the Grantee shall require said land for construction purposes as herein defined, and thereafter to pasture and cultivate, and to plant, irrigate, harvest and retain crops on and from such parts of such land as are not actually used by said Grantee for the construction, maintenance and operation of its power and aqueduct lines or roadways used in connection therewith; provided that this reservation shall not be construed as including the right to plant any trees on said property herein described; provided, further, that the exercise of this reservation shall not interfere with the right of the Grantee to haul construction materials over said land or to stretch its electrical conductors across the same at any time; but after the first tower transmission line shall have been completed on said land herein conveyed, in the event that the Grantee requires the use of said land for other purposes mentioned in this paragraph, it shall first give the Grantors written notice by mail at least ninety (90) days before commencing other construction work thereon so as to enable said Grantors to remove crops or vines which may have been planted on said land. It is a further condition of this deed that the Grantee shall not interfere with or destroy any crops which have been planted on said land until after the first day of October 1923.

SECOND: The Grantors reserve the right to retain the ownership of any buildings which are now standing on the land herein described, provided that said Grantors must remove said buildings from said land within sixty (60) days from the date of

the deed conveying said property to the grantee, or if such buildings are not removed within said length of time, the grantee shall have the right to tear down or otherwise dispose of such buildings in such manner as it shall see fit.

THIRD: It is a condition of this deed that the grantee shall design and construct any structures which it places on the land herein described so as not to interfere with the flow of such water as may be available in adjacent irrigation canals, laterals, ditches, or checks across said land herein described, and on to the adjacent land of the grantors, and shall construct such siphons or ditches under or over its proposed aqueduct line or roads when constructed on said land herein described, as may be necessary to insure uninterrupted flow of said irrigation water on to the adjacent lands of the grantors at such times as the grantors desire to irrigate the same, and in such manner as will enable the grantors to irrigate lands severed by the strip of land herein described, and to insure uninterrupted flow of drainage water from said adjacent lands at such times as the grantors desire to drain the same; provided, that ditches or siphons need not be constructed by the grantee until and unless actual interference with irrigation or drainage would otherwise result from the construction of its proposed aqueducts, roads or other structures.

FOURTH: The grantee shall maintain existing fences, and such as may be hereafter constructed, on said land in as good condition as they now are, and if it desires to cut said fences, shall install and maintain good and substantial gates, which shall be kept locked with a double loop chain, the grantors placing their padlock on one loop and the grantee placing its padlock on the other loop.

FIFTH: For ingress and egress of men, animals, vehicles and equipment to and from the land herein described for the purposes of construction, operation, inspection, maintenance and repair of its transmission lines, aqueducts or roads, said grantee may use any private road that is now or may hereafter be constructed by grantors on the lands lying south of the lands hereinbefore described, provided, however, that the grantee shall immediately repair any damage that it may cause to said private road, or to adjoining land, through the use thereof. This privilege shall terminate if and when the grantee constructs a graded road along the land herein described.

SIXTH: The grantee shall maintain existing roads on said property herein particularly described in as good condition as they now are; provided, that if at any future time the structures placed on said land by the grantee shall interfere with the use of existing roads or with the access of the grantors to or between the parcels of land severed by the conveyance of the land herein described, the grantee shall construct and maintain a new road of equally good type of construction in place of each existing road that is destroyed, together with suitable and substantial bridges, viaducts or other structures necessary to give the grantors such access to and between the parcels so severed. Grantors expressly reserve the right to construct in future such roads across said land as they may deem necessary, provided said roads do not interfere with the structures then on said lands.

SEVENTH: The grantors shall have full permission to cross over the herein described land at all times, and to use any roads which may be now constructed, or hereafter constructed, thereon, provided that no injury shall be done to said roads by grantors.

use thereof, or if any injury is so caused, it shall be repaired at the expense of grantors.

EIGHTH: The grantors shall not be liable for any damages to any structures or work on the right of way caused by the irrigation, cultivation of said land, or the cultivation permitted of the right of way, or by reason of waters seeping thereon, or cattle pasturing thereon.

NINTH: Said right of way shall not be fenced without the consent of the grantors.

TENTH: The power lines and telephone lines shall be constructed sufficiently high above the ground to permit the passage thereunder of ordinary farming machinery and the performance of ordinary farming operations under such wires.

ELEVENTH: Unless the grantors wish to remove the dirt left over after any excavation or construction, the grantee shall either remove the same or spread it out evenly over the right of way.

TWELFTH: The grantee shall reimburse the grantors for any damage which may be suffered by them by reason of interruption of their irrigation, or damage to their crops planted on adjoining land, caused by temporary interference during the course of construction of transmission or aqueduct lines, and such damage as may be caused through the operation and maintenance of said transmission or aqueduct lines, or any other structures which grantee may construct upon said property.

THIRTEENTH: Where private telephone lines cross the right of way the grantee shall provide for adequate protection thereof from its power and telephone lines.

FOURTEENTH: It is understood that the grantors are now irrigating, or may hereafter irrigate, land by the system of what is known as strip checking, under which system the said water is caused to flow along or over such checks as now extend over and across said right of way, and that the grantors may continue such system of strip checking and irrigation in the manner and method that it is now conducted by them without interruption, except temporarily during the progress of construction, and except to the extent that structures placed on said right of way by the grantee may necessitate interference with the checking of the land contained within said right of way.

FIFTEENTH: The conditions contained in this deed shall constitute an agreement which may be enforced by either party hereto, its or their assigns or successors in interest. In this connection, it is understood that the tract herein granted was part of the larger tract described as follows:

The following described land situate in the County of Stanislaus, State of California, to-wit:

Parcel 1. All those portions of Sections 25 and 36, in Township 3 South, Range 6 East, and of Sections 29, 30, 31, in Township 3 South, Range 7 East, M. D. B. and M., bounded and particularly described as follows:

Commencing for the same at the southeast corner of Section 36, in Township 3 South, Range 6 East, and running thence west 5289 feet; thence North 940 feet; thence North 45 degrees East, 13,615 feet to the west bank of the San Joaquin River; thence meandering said river up stream

to line between Sections 29 and 32, Township 3 South, Range 7 East, thence West 1180 feet; thence South 46 degrees West to the place of beginning.

and that the rights herein reserved to the first parties extend to their assigns and successors in interest in and to said parcel of land described in this paragraph, or any portion thereof.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.

Fred L. Kincaid

Carrie C. Kincaid

STATE OF CALIFORNIA,)
COUNTY OF SAN JOAQUIN.) SS.

On this 21st day of December, 1923, before me, SCOTT REX, a Notary Public in and for said County of San Joaquin, personally appeared FRED L. KINCAID and CARRIE C. KINCAID, known to me to be the persons described in and whose names are subscribed to the foregoing instrument, and they duly acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County of San Joaquin, the day and year herein first above written.

Scott Rex
Notary Public in and for the County
of San Joaquin, State of California.

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
(Road Easement)

(Portion of Assessor's Parcel No. 016-002-017, 018 & 044)

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, James W. Lopes, ("**Grantor**") hereby grants to the City and County of San Francisco, a municipal corporation ("**San Francisco**") a perpetual, nonexclusive easement in gross for road purposes (the "**Easement**") over, across, in, and upon that portion of Grantor's real property described in attached Exhibit A and depicted approximately on attached Exhibit B (the "**Easement Area**"), on the terms and conditions set forth in this Deed. Such Exhibits are incorporated into this Deed.

1. **Nature of Easement.** The Easement includes the right to improve, inspect, maintain, repair, operate, and use a roadway, approximately fifteen (15) feet in width (the "**Road**"). The Easement includes the right to modify, remove or replace the Road, provided that Grantor obtains Grantor's approval of the proposed modification, removal and/or replacement, which approval shall not be unreasonably withheld, conditioned or delayed. However, in an emergency, San Francisco 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 San Francisco 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. San Francisco's rights under this Deed may be exercised by San Francisco's agents, contractors, subcontractors, suppliers, consultants, employees, licensees, invitees, or representatives, or by other authorized persons acting for or on behalf of San Francisco (collectively, "**Agents**").

2. **Maintenance.** San Francisco 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 San Francisco and its Agents, and not wear and tear caused by use of the Road by others.

3. **Successors and Assigns.** The provisions of this Deed shall run with the land, burden the Easement Area, and inure to the benefit of and bind the respective successors and assigns of Grantor and San Francisco.

4. **Counterpart Signatures.** This instrument may be executed in counterparts, each of which shall be an original, but all counterparts shall constitute one instrument.

Executed as of this 5th day of October, 2010.

GRANTOR:

By

James W. Lopes
James W. Lopes

SAN FRANCISCO:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By:

Amy L. Brown

Amy L. Brown
Director of Property

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By:

Paul K. Brant

Deputy City Attorney

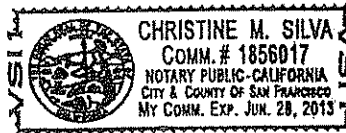
State of California)
County of San Francisco)

On October 26, 2010, before me, **CHRISTINE M. SILVA**, NOTARY PUBLIC, personally appeared Amy L. Brown, 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 Christine M. Silva (Seal)



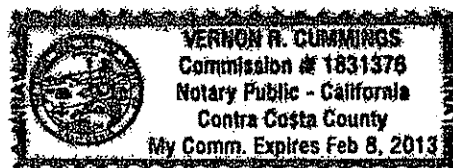
State of California)
County of Stanislaus) ss

On October 5, 2010, before me, Vernon R. Cummings, a notary public in and for said State, personally appeared James W. Lopes, 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 [Signature] (Seal)



CERTIFICATE OF ACCEPTANCE

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

Dated: 10/26/10

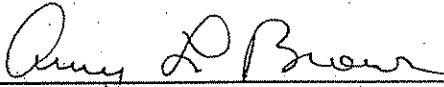
By: 
AMY L. BROWN
Director of Property

EXHIBIT A
Description of Easement Area
[See following page]



August 30, 2010

EXHIBIT "A"
LEGAL DESCRIPTION
Property I.D. No. 743-01, 02, 03

All that real property situate in the City of Vernalis, County of Stanislaus, State of California, more particularly described as follows:

PARCEL NO. 743-01

Being a portion of the second described parcel in that certain deed recorded on February 17, 2000, as Document Number 2000-0012476-00, Official Records of Stanislaus County, State of California, being a strip of land 15 feet wide, 7.50 feet each side of the following described centerline:

BEGINNING at the southwesterly corner of the second described parcel in said deed, being a point on the easterly right-of-way line of McCracken Road, 40.00 feet wide, at its intersection with the southerly line of Section 36 of Township 3 South, Range 6 East, Mount Diablo Base and Meridian;

thence along said easterly line of McCracken Road, North $00^{\circ}01'14''$ East, 1010.64 feet to the **TRUE POINT OF BEGINNING**;

thence North $86^{\circ}57'34''$ East, 187.63 feet;

thence South $66^{\circ}31'36''$ East, 54.11 feet;

thence North $78^{\circ}38'22''$ East, 189.40 feet;

thence North $74^{\circ}05'40''$ East, 218.78 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 593.00 feet, through a central angle of $12^{\circ}24'38''$, and an arc length of 128.45 feet;

thence North $61^{\circ}41'02''$ East, 62.13 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 600.00 feet, through a central angle of $4^{\circ}07'50''$, and an arc length of 43.26 feet;

thence North $65^{\circ}48'52''$ East, 1,287.67 feet;



thence North $66^{\circ}10'03''$ East, 380.91 feet to a point hereinafter referred to as **POINT "A"**, containing an area of 38,285 square feet, more or less. The sidelines of the easement are to be lengthened or shortened to terminate in the westerly line of said second described parcel in Document Number 2000-0012476-00 and the most westerly line of the hereinafter described Parcel No. 743-02.

PARCEL NO. 743-02

Being a portion of the second described parcel in that certain deed recorded on February 17, 2000, as Document Number 2000-0012476-00, Official Records of Stanislaus County, State of California, being more particularly described as follows:

BEGINNING at the hereinabove described **POINT "A"**;

thence North $23^{\circ}49'57''$ West, 7.50 feet to the northerly line of the second described parcel in said Document Number 2000-0012476-00;

thence along last said northerly line, North $70^{\circ}50'38''$ East, 99.29 feet to the most southerly corner of Parcel 2, described in that certain Grant Deed recorded on July 2, 1998 as Document Number 98-0059001-00, Official Records of Stanislaus County;

thence continuing along last said northerly line, North $70^{\circ}50'38''$ East, 101.12 feet;

thence South $79^{\circ}40'59''$ East, 42.23 feet to a point hereinafter referred to as **POINT "B"**, on the northeasterly line of said second described parcel, being the common line between the first and second described parcels in said Document Number 2000-0012476-00;

thence along said common line, South $42^{\circ}24'07''$ East, 23.52 feet;

thence South $65^{\circ}59'08''$ West, 15.81 feet to a point 15.00 feet southwesterly of, as measured along a perpendicular, said common line;

thence along a line parallel with and 15.00 feet southwesterly of, as measured along a perpendicular, last said common line, North $42^{\circ}24'07''$ West, 13.47 feet;

thence North $79^{\circ}40'59''$ West, 40.67 feet;

thence South $83^{\circ}50'05''$ West, 26.33 feet;

thence South $68^{\circ}47'43''$ West, 82.73 feet;



ENGINEERS
SURVEYORS
PLANNERS

thence South $66^{\circ}10'03''$ West, 80.69 feet;

thence North $23^{\circ}49'57''$ West, 7.50 feet to POINT "A", containing an area of 2,690 square feet, more or less.

PARCEL NO. 743-03

Being a portion of the first described parcel in that certain deed recorded on February 17, 2000, as Document Number 2000-0012476-00, Official Records of Stanislaus County, State of California, being more particularly described as follows:

BEGINNING at the hereinabove described POINT "B";

thence South $79^{\circ}40'59''$ East, 12.97 feet;

thence North $65^{\circ}59'08''$ East, 722.34 feet;

thence North $65^{\circ}54'51''$ East, 601.55 feet;

thence North $66^{\circ}40'52''$ East, 509.08 feet;

thence North $65^{\circ}47'18''$ East, 145.90 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 36.00 feet, through a central angle of $49^{\circ}29'50''$, and an arc length of 31.10 feet to the northeasterly line of said first described parcel in Document Number 2000-0012476-00;

thence along last said northeasterly line, South $46^{\circ}57'57''$ East, 16.36 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South $79^{\circ}32'57''$ East;

thence southerly along said curve having a radius of 20.00 feet, through a central angle of $54^{\circ}57'52''$, and an arc length of 19.19 feet;

thence South $44^{\circ}30'49''$ East, 19.22 feet;

thence South $49^{\circ}18'58''$ East, 102.55 feet;

thence South $47^{\circ}32'03''$ East, 587.33 feet to the northeasterly line of said first described parcel in Document Number 2000-0012476-00;

thence along last said northeasterly line, South $46^{\circ}57'57''$ East, 1,068.05 feet;

Exhibit "A"
Page 3 of 5



thence South $45^{\circ}19'05''$ East, 17.63 feet;

thence South $40^{\circ}31'12''$ East, 56.04 feet to the northerly line of the strip of land described in that certain deed recorded on December 28, 1923 in Book 49 of Official Records at page 67, Stanislaus County Records;

thence along last said northerly line, South $77^{\circ}05'53''$ West, 16.93 feet;

thence North $40^{\circ}31'12''$ West, 47.57 feet;

thence North $45^{\circ}19'05''$ West, 112.00 feet;

thence North $46^{\circ}46'57''$ West, 341.24 feet;

thence North $47^{\circ}15'36''$ West, 508.30 feet;

thence North $47^{\circ}32'03''$ West, 710.08 feet;

thence North $49^{\circ}18'58''$ West, 102.95 feet;

thence North $44^{\circ}30'49''$ West, 17.63 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 20.00 feet, through a central angle of $69^{\circ}41'53''$, and an arc length of 24.33 feet;

thence South $65^{\circ}47'18''$ West, 145.36 feet;

thence South $66^{\circ}40'52''$ West, 509.10 feet;

thence South $65^{\circ}54'51''$ West, 601.46 feet;

thence South $65^{\circ}59'08''$ West, 725.64 feet to the southwesterly line of said first described parcel in Document Number 2000-0012476-00;

thence along last said line, North $42^{\circ}24'07''$ West, 23.52 feet to **POINT "B"**, containing an area of 55,669 square feet, more or less.


All bearings and distances shown on this Exhibit are based upon the North American Datum of 1983 (NAD 83), California Coordinate System, Zone III, Epoch 1991.35. All distances shown hereon are grid distances. To convert to ground distance, multiply expressed distances by 1.00007398. Areas shown are calculated using grid distances. To convert to ground area, multiply the expressed area by 1.00014797.



ENGINEERS
SURVEYORS
PLANNERS

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

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

 08-30-10

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



END OF DESCRIPTION

J:\Sur06\060212-07\Counties\Stanislaus\Site Files\016-002-018 ACCESS EASEMENT 25-27-28\Legal & Plat\ (08-30-10)ACCESS EASEMENT Legal.doc

Exhibit "A"
Page 5 of 5

EXHIBIT "B"

43 PM 96

LANDS OF ANGELA BOGETTI-DUMLAO
DOC NO 2006-0161356-00
PARCEL ONE AND TWO
43 PM 96
APN 016-002-048

SEE SHEET 3

PARCEL NO.
743-02

POINT
"B"

POINT
"A"

SEE SHEET 4

SEE SHEET 4



400' 0 400'
SCALE 1"=400'

MC CRACKEN ROAD
(40' WIDE)

(N 82°59'50" E
(559.79'±)(1)
N 83°25'33" E
559.70'

(N 65°44'20" E 1978.18'±)(1)
N 66°10'03" E 1978.03'

CENTERLINE OF
PARCEL NO. 743-01,
15' WIDE
AREA = 38,285 SQ.FT.±

R= 600.00'
Δ= 4°07'50"
L= 43.26'

N 61°41'02" E
62.13'

R= 593.00'
Δ= 12°24'38"
L= 128.45'

LANDS OF LOPES
DOC NO 2000-0012476-00
SECOND DESCRIBED PARCEL
APN 16-002-018 & 044

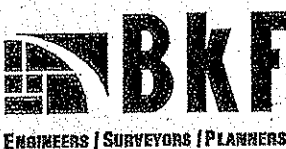
LANDS OF C&CSF, BK. 49 O.R. PG. 67, APN 16-002-021

SEC 36
T3S R6E

SEC 1
T4S R6E

P.O.B.
SOUTHWESTERLY CORNER OF
SECOND DESCRIBED PARCEL IN DOC
NO 2000-0012476-00

REFERENCES
(1) DOC NO 2000-0012476-00



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

Subject HETCH HETCHY CORRIDOR
PROPERTY I.D. 743

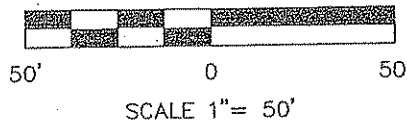
Job No. 20060212-07

By RCS Date 08-30-10 Chkd.
SHEET 2 OF 10

EXHIBIT "B"

LANDS OF ANGELA
BOGETTI-DUMLAO
DOC NO 2006-0161356-00
PARCEL ONE AND TWO
43 PM 96
APN. 016-002-048

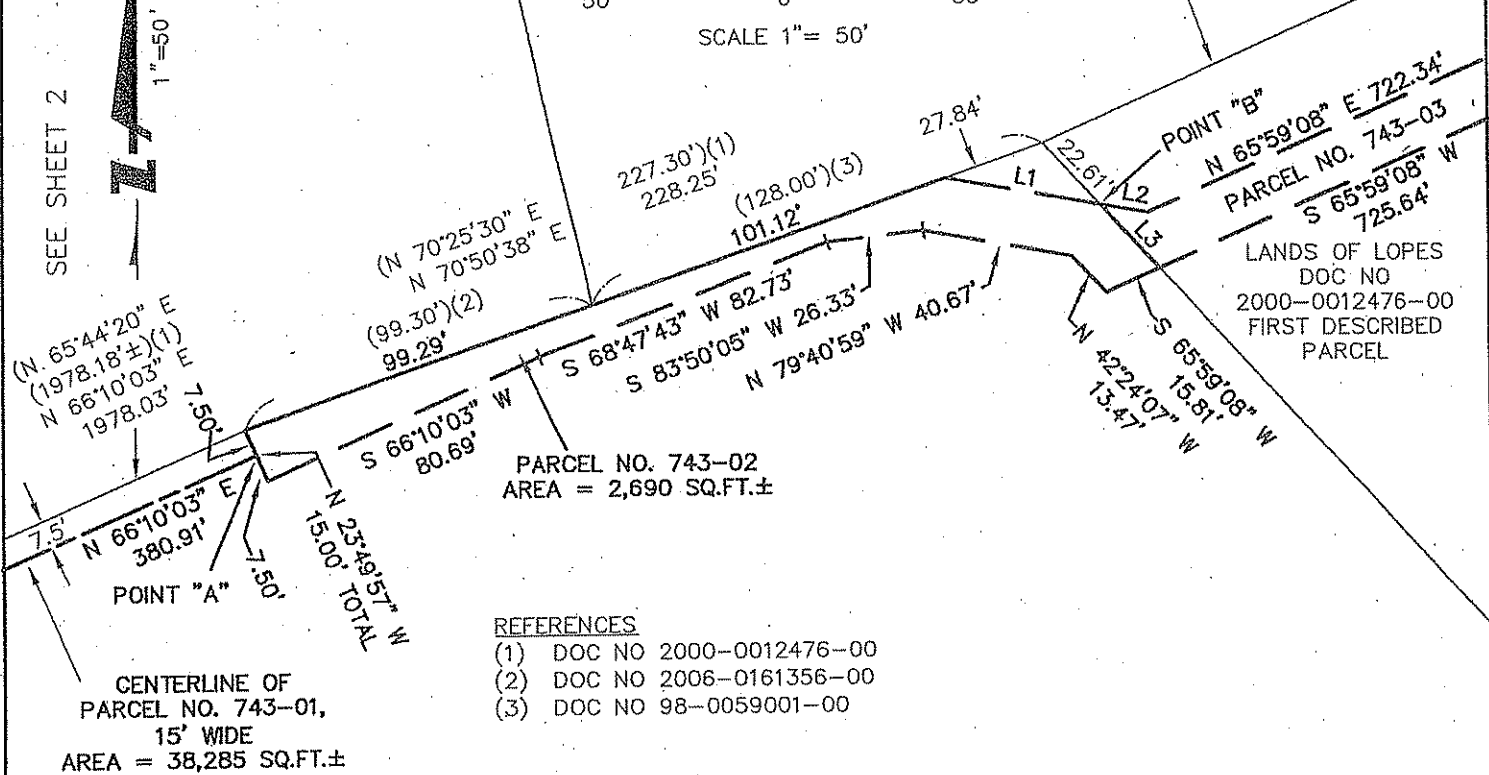
LANDS OF GERRIT AND HERMINA OOSTERKAMP
DOC NO 98-0059001-00
APN 16-002-012



PROPERTY
LINE

SEE SHEET 4

SEE SHEET 2



REFERENCES

- (1) DOC NO 2000-0012476-00
- (2) DOC NO 2006-0161356-00
- (3) DOC NO 98-0059001-00

LANDS OF LOPES
DOC NO 2000-0012476-00
SECOND DESCRIBED PARCEL
APN 16-002-018 & 044

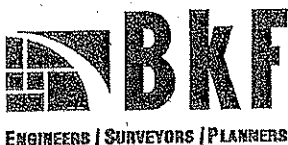
LEGEND

APN	ASSESSORS PARCEL NUMBER
BK.	BOOK
C&CSF	CITY AND COUNTY OF SAN FRANCISCO
DOC NO	DOCUMENT NUMBER
HH	HETCH HETCHY
O.R.	OFFICIAL RECORDS
PG.	PAGE
PM	PARCEL MAP
P.O.B.	POINT OF BEGINNING
R	RANGE
ROW	RIGHT-OF-WAY
SEC	SECTION
T	TOWNSHIP
T.P.O.B.	TRUE POINT OF BEGINNING

LINE TABLE

LINE	BEARING	LENGTH
L1	S 79°40'59" E	42.23'
L2	S 79°40'59" E	12.97'
L3	N 42°24'07" W	23.52'

SEE SHEET 4



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

353

Subject HETCH HETCHY CORRIDOR

PROPERTY I.D. 743

Job No. 20060212-07

By RCS Date 08-30-10 Chkd.

SHEET 3 OF 10

EXHIBIT "B"



10' 0 10'

SCALE 1"=10'

LANDS OF GERRIT AND HERMINA OOSTERKAMP
DOC NO 98-0059001-00
APN 16-002-012

SEE SHEET 5



1"=100'

SEE SHEET 3

N 65°59'08" E 722.34'
S 65°59'08" W 725.64'

PARCEL NO. 743-03
AREA = 55,669 SQ.FT.±

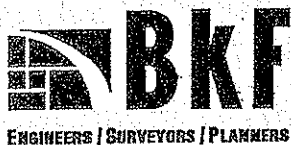
SEE SHEET 5

LANDS OF LOPES
DOC NO 2000-0012476-00
FIRST DESCRIBED PARCEL
APN 16-02-017

(S 42°49'50" E)(1)
S 42°24'07" E
23.52'

SEE SHEET 3

LANDS OF LOPES
DOC NO 2000-0012476-00
SECOND DESCRIBED PARCEL
APN 16-002-018 & 044



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

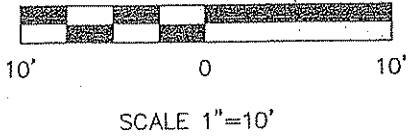
Subject HETCH HETCHY CORRIDOR
PROPERTY I.D. 743

Job No. 20060212-07

By RCS Date 08-30-10 Chkd.

SHEET 4 OF 11

EXHIBIT "B"



LANDS OF GERRIT AND HERMINA OOSTERKAMP
DOC NO 98-0059001-00
APN 16-002-012

SEE SHEET 6

SEE SHEET 4

N 65°54'51" E 601.55'
S 65°54'51" W 601.46'

PARCEL NO. 743-03
AREA = 55,669 SQ.FT.±

LANDS OF LOPES
DOC NO 2000-0012476-00
FIRST DESCRIBED PARCEL
APN 16-02-017

SEE SHEET 6

SEE SHEET 4

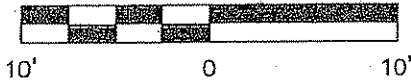


255 SHORELINE DR
SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

355

Subject HETCH HETCHY CORRIDOR
PROPERTY I.D. 743
Job No. 20060212-07
By RCS Date 08-30-10 Chkd. _____
SHEET 5 OF 10

EXHIBIT "B"



SCALE 1"=10'



LANDS OF GERRIT AND HERMINA OOSTERKAMP
DOC NO 98-0059001-00
APN 16-002-012

SEE SHEET 5

SEE SHEET 5

N 66°40'52" E 509.08'
S 66°40'52" W 509.10'

PARCEL NO. 743-03
AREA = 55,669 SQ.FT.±

N 65°47'18" E 145.90'
S 65°47'18" W 145.36'

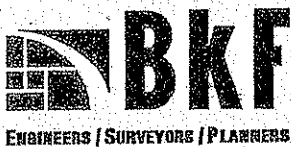
SEE SHEET 7

LANDS OF LOPES
DOC NO 2000-0012476-00
FIRST DESCRIBED PARCEL
APN 16-02-017

LEGEND

APN
BK.
C&CSF
DOC NO
HH
O.R.
PG.
PM
P.O.B.
R
ROW
SEC
T
T.P.O.B.

ASSESSORS PARCEL NUMBER
BOOK
CITY AND COUNTY OF SAN FRANCISCO
DOCUMENT NUMBER
HETCH HETCHY
OFFICIAL RECORDS
PAGE
PARCEL MAP
POINT OF BEGINNING
RANGE
RIGHT-OF-WAY
SECTION
TOWNSHIP
TRUE POINT OF BEGINNING



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

Subject HETCH HETCHY CORRIDOR
PROPERTY I.D. 743

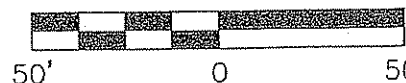
Job No. 20060212-07

By RCS Date 08-30-10 Chkd.

SHEET 6 OF 10

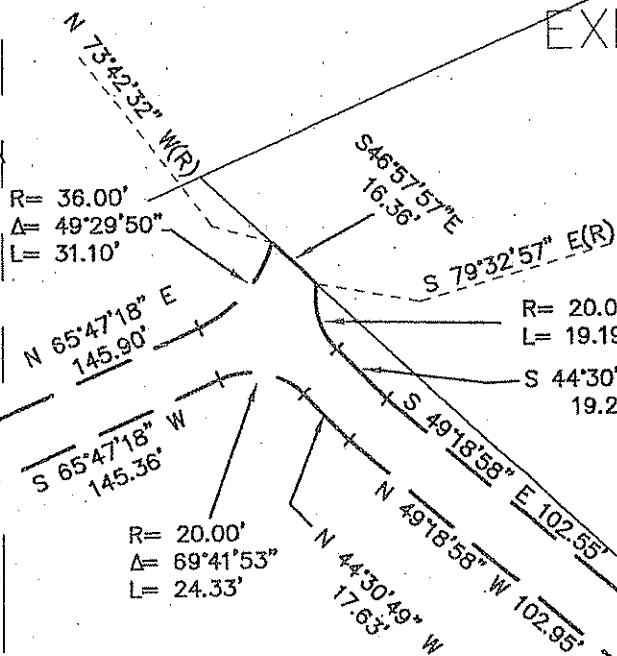
EXHIBIT "B"

LANDS OF BETTENCOURT
DOC NO
2004-0010563-00
APN 16-002-014



SCALE 1"=50'

SEE SHEET 6



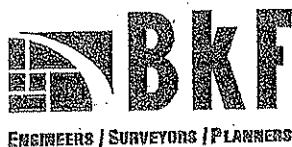
LANDS OF LOPES
DOC NO 2000-0012476-00
FIRST DESCRIBED PARCEL
APN 16-02-017

PARCEL NO. 743-03
AREA = 55,669 SQ.FT.±

LEGEND

APN	ASSESSORS PARCEL NUMBER
BK.	BOOK
C&CSF	CITY AND COUNTY OF SAN FRANCISCO
DOC NO	DOCUMENT NUMBER
HH	HETCH HETCHY
O.R.	OFFICIAL RECORDS
PG.	PAGE
PM	PARCEL MAP
P.O.B.	POINT OF BEGINNING
R	RANGE
ROW	RIGHT-OF-WAY
SEC	SECTION
T	TOWNSHIP
T.P.O.B.	TRUE POINT OF BEGINNING

SEE SHEET 8



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

357

Subject HETCH HETCHY CORRIDOR
PROPERTY I.D. 743

Job No. 20060212-07

By RCS Date 08-30-10 Chkd.

SHEET 7 OF 10

EXHIBIT "B"

LANDS OF BETTENCOURT
DOC NO
2004-0010563-00
APN 16-002-014

SEE SHEET 7

S 47°32'03" E 587.33'
N 47°32'03" W 710.08'

S 46°57'57" E 1068.05'

PARCEL NO. 743-03
AREA = 55,669 SQ.FT.±

N 47°15'36" W
508.30'

LANDS OF LOPES
DOC NO 2000-0012476-00
FIRST DESCRIBED PARCEL
APN 16-02-017



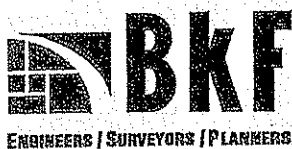
SCALE 1"=50'

EASEMENT LINE

PROPERTY LINE

MATCHLINE

SEE SHEET 9



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

Subject HETCH HETCHY CORRIDOR
PROPERTY I.D. 743

Job No. 20060212-07

By RCS Date 08-30-10 Chkd.

SHEET 8 OF 10

EXHIBIT "B"

LANDS OF BETTENCOURT
DOC NO
2004-0010563-00
APN 16-002-014

SEE SHEET 8

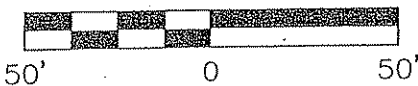
(N 47°23'40" W)(1)

PARCEL NO. 743-03
AREA = 55,669 SQ.FT.±

S 46°57'57" E 1068.05'

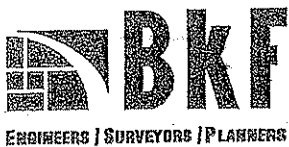
N 47°15'36" W 508.30'

LANDS OF LOPES
DOC NO 2000-0012476-00
FIRST DESCRIBED PARCEL
APN 16-02-017



SCALE 1"=50'

SEE SHEET 10



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

359

Subject HETCH HETCHY CORRIDOR

PROPERTY I.D. 743

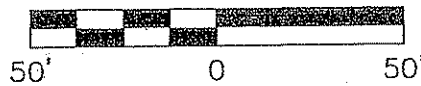
Job No. 20060212-07

By RCS Date 08-30-10 Chkd. _____

SHEET 9 OF 10

EXHIBIT "B"

SEE SHEET 9



SCALE 1"=50'

N 46°46'57" W 341.24'

(N 47°23'40" W)(1)

LANDS OF LOPES
DOC NO 2000-0012476-00
FIRST DESCRIBED PARCEL
APN 16-02-017

PARCEL NO. 743-03
AREA = 55,669 SQ.FT.±

LANDS OF BETTENCOURT
DOC NO
2004-0010563-00
APN 16-002-014

LEGEND

APN	ASSESSORS PARCEL NUMBER
BK.	BOOK
C&CSF	CITY AND COUNTY OF SAN FRANCISCO
DOC NO	DOCUMENT NUMBER
HH	HETCH HETCHY
O.R.	OFFICIAL RECORDS
PG.	PAGE
PM	PARCEL MAP
P.O.B.	POINT OF BEGINNING
R	RANGE
ROW	RIGHT-OF-WAY
SEC	SECTION
T	TOWNSHIP
T.P.O.B.	TRUE POINT OF BEGINNING

LANDS OF C&CSF, BK. 49 O.R. PG. 67, APN 16-002-021

S 46°57'57" E 1068.05'
N 45°19'05" W 112.00'
S 45°19'05" E 17.63'
N 40°31'12" W 47.57'
S 40°31'12" E 56.04'
S 77°05'53" W 16.93'



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

Subject HETCH HETCHY CORRIDOR
PROPERTY I.D. 743

Job No. 20060212-07

By RCS Date 08-30-10 Chkd. 10
SHEET 10 OF 10

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 09-0119

WHEREAS, San Francisco Public Utilities Commission ("SFPUC") staff have developed a project description for Project No. CUW37301 San Joaquin Pipeline System Project ("SJPL" or "Project") under the Water System Improvement Program ("WSIP") for the improvements to the regional water supply system, and

WHEREAS, The objectives of the Project are to provide for a SJPL System flow of 313 million gallons per day (mgd) with all pipelines in service, and an average flow of 271 mgd when any one segment of the system is taken out of service for maintenance or repairs, or during an emergency, and to meet current customer demands as well as replenish local reservoirs to allow for maintenance activities and for the capability of removing any second pipeline segment from service, after any other segment has already been removed from service for maintenance, without discontinuing deliveries; and

WHEREAS, On July 9, 2009, the Planning Commission reviewed and considered the Final Environmental Impact Report ("Final EIR") in Planning Department File No. 2007.0118E, consisting of the Draft EIR, the Comments and Responses document (including a Supplement to the Comments and Responses Document) and an Errata Sheet dated July 1, 2009, and found that the contents of said report and the procedures through which the Final EIR was prepared, publicized, and reviewed complied with the provisions of the California Environmental Quality Act ("CEQA"), the CEQA Guidelines and Chapter 31 of the San Francisco Administrative Code and found further that the Final EIR reflects the independent judgment and analysis of the City and County of San Francisco, is adequate, accurate, and objective, and that the Comments and Responses document contains no significant revisions to the Draft EIR, and certified the completion of said Final EIR in compliance with CEQA and the CEQA Guidelines in its Motion No. 17198; and

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

WHEREAS, The Project and Final EIR files have been made available for review by the SFPUC and the public, in File No. 2007.0118E, 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") and a proposed Mitigation, Monitoring, and Reporting Program ("MMRP"), which material was made available to the public and this Commission for the Commission's review, consideration and action; and

WHEREAS, The Project is a capital improvement project approved by this Commission as part of the Water System Improvement Program (WSIP); and

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

WHEREAS, Thereafter, this Commission approved the WSIP and adopted findings and a MMRP as required by CEQA on October 30, 2008 by Resolution No. 08-200; and

WHEREAS, The Final EIR prepared for the Project is tiered from the PEIR, as authorized by and in accordance with CEQA and the CEQA Guidelines; 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 in real property (temporary or permanent) in: (1) Assessor's Parcel #010-015-062 owned by Ardis Family Partnership, (2) Assessor's Parcel #010-041-026 owned by Emilio Moran, (3) Assessor's Parcel #016-002-014 owned by Frank M. Bettencourt, (4) Assessor's Parcel #016-009-008 owned by Henry Bettencourt, (5) Assessor's Parcel #255-070-08 owned by Clifford W. & Onalee J. Koster, (6) Assessor's Parcel #253-280-03 owned by Triangle Properties, Inc., (7) Assessor's Parcel #011-013-006 owned by Willms Ranch, LLC, (8) Assessor's Parcel #011-013-011 owned by Willms Ranch, LLC, (9) Assessor's Parcel #011-001-028 owned by Richard B. and Alida C. Ardis, (10) Assessor's Parcel #016-002-017 owned by James W. Lopes, (11) Assessor's Parcel #016-002-018 owned by James W. Lopes, (12) Assessor's Parcel # 016-002-044 owned by James W. Lopes, (13) Assessor's Parcel #253-170-05 owned by Garry & Christine DeWolfe, (14) Assessor's Parcel #253-17-06-05 owned by Garry & Christine DeWolfe, (15) Assessor's Parcel #016-002-048 owned by Angela Bogetti-Dumlao, (16) Assessor's Parcel #016-002-012 owned by Gary Oosterkamp, (17) Assessor's Parcel #016-022-014 owned by Frank M. Bettencourt, and (18) Assessor's Parcel #253-270-24 owned by Tracy Golf and Country Club. The total combined purchase price of all such possible acquisitions is estimated to not exceed \$700,000; and

WHEREAS, The Project work is primarily located within the City-owned SFPUC right of way, however, several private or public property owners hold easement interests in portions of the right of way, including El Solyo Water District, Shell Oil, Standard/Chevron Oil, and California Department of Water Resources (California Aqueduct) and it may be necessary for the Project for the General Manager to negotiate and enter into agreements with respect to those easement interests; and

WHEREAS, SFPUC has issued leases, permits, or licenses to certain parties, to use for various purposes, portions of City-owned property along the SFPUC right of way where the Project work will occur, and in some instances, there is apparent use of City-owned property by other parties for which there is no evidence of SFPUC authorization, and it may be necessary for the Project for the General Manager to (a) exercise rights under any such deed, lease, permit, or license or (b) negotiate and execute new or amended lease, permit, license, or encroachment removal agreements (each, a "Use Instrument") with owners or occupiers of property interests on, or adjacent to, City property, including West Stanislaus Irrigation District, Blewett Mutual Water District, PAR Country Estates, Chevron/Getty/Tide Water Oil, Standard/Chevron Oil, and Tracy Golf and Country Club, or other property owners or occupiers of land on, or adjacent to, the SFPUC right of way; and

WHEREAS, The Project will require the SFPUC to obtain various necessary permits and encroachment permits from San Joaquin and Stanislaus Counties, which permits shall be consistent with SFPUC existing fee or easement interests, where applicable, and will include terms and conditions including, but not limited to, maintenance, repair, and relocation of improvements and, possibly, indemnity obligations; and

WHEREAS, The SFPUC intends to obtain a permit or enter into an agreement with the U.S. Fish and Wildlife Service for intermittent discharge (e.g., maintenance, emergency) of water from the Pelican Crossover facility to San Joaquin National Wildlife Refuge facilities; and

WHEREAS, The Project will require the SFPUC to augment or amend its existing easement rights, with respect to the proposed fourth pipeline crossing of Union Pacific Railroad (UPRR) land at UPRR milepost 93.61 in San Joaquin County, and, pending such amendment, enter into a pipeline crossing agreement with respect to such location with UPRR; and

WHEREAS, The Project will require the SFPUC to obtain a permanent easement from Stanislaus County across River Road in Stanislaus County; and

WHEREAS, Implementation of the Project mitigation measures will involve consultation with, or required approvals by, state and federal regulatory agencies, including but not limited to the following: U.S. Army Corps of Engineers, U.S. Fish & Wildlife Service, National Marine Fisheries Service, California Department of Transportation, State Historic Preservation Officer, California Department of Fish and Game, and Central Valley Regional Water Quality Control Board; now, therefore, be it

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

FURTHER RESOLVED, That this Commission hereby approves Project No. CUW37301, San Joaquin Pipeline System Project, and authorizes staff to proceed with actions necessary to implement the Project; and be it

FURTHER RESOLVED, That this Commission hereby authorizes the SFPUC General Manager to undertake the process, in compliance with Government Code Section 7260 et seq., with the San Francisco Charter and all applicable laws, for possible acquisition of interests in real property (temporary or permanent) in: 1) Assessor's Parcel #010-015-062 owned by Ardis Family Partnership, (2) Assessor's Parcel #010-041-026 owned by Emilio Moran, (3) Assessor's Parcel #016-002-014 owned by Frank M. Bettencourt, (4) Assessor's Parcel #016-009-008 owned by Henry Bettencourt, (5) Assessor's Parcel #255-070-08 owned by Clifford W. & Onalee J. Koster, (6) Assessor's Parcel #253-280-03 owned by Triangle Properties, Inc. (7) Assessor's Parcel #011-013-006 owned by Willms Ranch, LLC, (8) Assessor's Parcel #011-013-011 owned by Willms Ranch, LLC, (9) Assessor's Parcel #011-001-028 owned by Richard B. and Alida C. Ardis, (10) Assessor's Parcel #016-002-017 owned by James W. Lopes, (11) Assessor's Parcel #016-002-018 owned by James W. Lopes, (12) Assessor's Parcel #016-002-044 owned by James W. Lopes, (13) Assessor's Parcel #253-170-05 owned by Garry & Christine DeWolfe, (14) Assessor's Parcel #253-17-06-05 owned by Garry & Christine DeWolfe, (15) Assessor's Parcel #016-002-048 owned by Angela Bogetti-Dumlao, (16) Assessor's Parcel #016-002-012 owned by Gary Oosterkamp, (17) Assessor's Parcel #016-022-014 owned by Frank M. Bettencourt, and (18) Assessor's Parcel #253-270-24 owned by Tracy Golf and Country Club, and to work with the Director of Real Estate to seek Board of Supervisors' approval of, and if approved, to accept and execute final agreements, and any other related documents necessary to consummate the transactions contemplated therein, in such form approved by the City Attorney; and be it

FURTHER RESOLVED, That this Commission authorizes the General Manager to negotiate and subject to any applicable approvals, enter into agreements, if necessary for the Project, with parties holding existing easement interests on City property, including El Solyo Water District, Shell Oil, Standard/Chevron Oil, and California Department of Water Resources

(California Aqueduct) 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 in such form approved by the City Attorney; and be it

FURTHER RESOLVED, That this Commission authorizes the General Manager to exercise any right as necessary under any Use Instrument and negotiate and execute new or amended Use Instruments, if necessary for the Project, with owners or occupiers of property interests on, or adjacent to, the SFPUC right of way, including West Stanislaus Irrigation District, Blewett Mutual Water District, PAR Country Estates, Chevron/Getty/Tide Water Oil, Standard/Chevron Oil, and Tracy Golf and Country Club, 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 in such form approved by the City Attorney; and be it

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

FURTHER RESOLVED, That this Commission hereby authorizes the SFPUC General Manager to negotiate and, if necessary, to seek Board of Supervisors' approval of, and, if approved, accept and execute a permit or agreement with the U.S. Fish and Wildlife Service with respect to intermittent discharge of water into San Joaquin National Wildlife Refuge facilities, in such form approved by the City Attorney. To the extent that the terms and conditions will require SFPUC to indemnify other parties, 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 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 hereby authorizes the SFPUC General Manager to negotiate and seek Board of Supervisors' approval of, and if approved, to accept and execute an amended easement deed and, pending such acceptance and execution, a pipeline crossing agreement and any other related documents necessary to consummate the transactions contemplated therein, with UPRR, in such form approved by the City Attorney, with respect to the proposed pipeline crossing at UPRR milepost 93.61 in San Joaquin County; and be it

FURTHER RESOLVED, That this Commission hereby authorizes the SFPUC General Manager to undertake the process, in compliance with Government Code Section 7260 *et seq.*, the San Francisco Charter, and all applicable laws, to seek Board of Supervisors' approval of, and if approved, to accept and execute an easement deed and any other related documents necessary to consummate the transactions contemplated therein, in such form approved by the City Attorney, for acquisition of a permanent easement from Stanislaus County across River Road in Stanislaus County; 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 authorizes the General Manager to consult with, or apply for, and, if necessary, seek Board of Supervisors' approval, and if approved, to accept and execute permits or required approvals by state and federal regulatory agencies, including but not limited to: U.S. Army Corps of Engineers, U.S. Fish & Wildlife Service, National Marine Fisheries Service, California Department of Transportation, State Historic Preservation Officer, California Department of Fish and Game, and Central Valley Regional Water Quality Control Board, including terms and conditions that are within the lawful authority of the agency to impose, in the public interest, and, in the judgment of the General Manager, in consultation with the City Attorney, are reasonable and appropriate for the scope and duration of the requested permit or approval, as necessary for the Project; and be it

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

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

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of July 14, 2009



Secretary, Public Utilities Commission



SAN FRANCISCO PLANNING DEPARTMENT

MEMO

June 29, 2009

Ms. Amy L. Brown
Director of Real Estate
Real Estate Division
Department of Administrative Services
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

Re: Case No. 2009.0202R
Right of Way Acquisitions –
SF Public Utilities Commission (PUC)
PUC San Joaquin Pipeline Project

Dear Ms. Brown:

The Department received your request, dated March 12, 2009, for a General Plan Referral as required by Section 4.105 of the San Francisco Charter, and Section 2A.53 of the San Francisco Administrative Code. The project is the proposed acquisition of temporary and permanent easements from several private and municipal property owners. The Public Utilities Commission (PUC) proposes to acquire easements on 16 parcels, located in Stainslaus and San Joaquin counties. Acquisition of the temporary and permanent easements is, on balance, in conformity with the San Francisco General Plan.

Project Description

The primary goal of the project is to improve the reliability of water delivery, quality and supply and drought management and seismic reliability per the SFPUC's Water System Improvement Program. The San Joaquin Pipeline Project (SJPL) will consist of constructing two new crossover facilities, installation of pipelines, and the construction of a new vault. The project construction is anticipated to impact several private and municipal properties. Temporary Construction Easements and Staging Areas and Temporary and Permanent access roads will be needed.

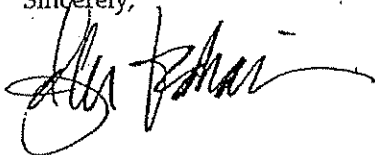
Environmental Review

The Department has determined that the proposed easement acquisition is Categorically Exempt from Environmental Review pursuant to CEQA Guidelines, Section 15060(c)(2).

Memo

A case report listing relevant General Plan Objectives and Policies is included as Attachment 1. The project has also been reviewed for consistency with the Eight Priority Policies of Section 101.1 of the Planning Code, included as Attachment 2.

Sincerely,



John Rahaim
Director of Planning

cc: Brian Morelli, PUC ✓
cc: Gary Tom, Real Estate Division, Accounting
cc: Kathy Wood, ARWS
cc: Claudia Flores, Planning Department

Attachments:

1. General Plan Case Report
2. Eight Priority Policies Findings- Planning Code Section 101.1
3. Exhibit A - Private and Municipal Properties Potentially Impacted by Project

I:\Citywide\General Plan\General Plan Referrals\2009\2009.0202R San Joaquin pipeline - PUC easements acquire - SJ and Stanislaus Counties.doc

GENERAL PLAN REFERRAL - Case Report

Attachment 1

Case Number: 2009.0202R

Assessor's Parcel

Number: Location outside of San Francisco County

Location, Description: Various municipalities and private properties along the San Joaquin Pipeline, see Exhibit Acquisition of vacant properties in unincorporated areas of Alameda and Santa Clara Counties for use by the PUC.

Staff Reviewer: Claudia Flores

Date: June 19, 2009

GENERAL PLAN POLICY FINDINGS

Note: General Plan Objectives and Policies concerning the project are in bold font, and General Plan text is in regular font. Staff comments are in *italic font*.

ENVIRONMENTAL PROTECTION ELEMENT

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 review its commitments for the sale of water to suburban areas in planning how to meet future demand.

POLICY 5.2

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

POLICY 5.3

Ensure water purity.

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: The proposed acquisition of easements for the upgrade of the San Joaquin Pipeline System will permit the PUC to protect the land from development or land uses that might impact the PUC's ability to supply high-quality drinking water to San Francisco water users and the PUC's clients in the East Bay and on the Peninsula. Acquisition of the easements is consistent with the PUC's Water System Improvement Program and with the cited General Plan policies.

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.

On balance, the proposal is in conformity with the General Plan. Any development schemes proposed for the subject parcels after acquisition of the easements for the SFPUC will be subject to separate General Plan Referrals to the Planning Department. Any development proposals would also have to comply with the local zoning ordinance and pertinent land use policies of the area.

The Project is XX in conformity with the General Plan.

Planning Code Provisions- Eight Priority Policies

Attachment 2

Planning Code Section 101.1(b) establishes the following eight priority planning policies and requires review of permits for consistency with said policies. The Project and this General Plan Referral application are consistent or inconsistent with each of these policies as follows:

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 not affect 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 neighborhoods.

The Project would not affect the City's housing stock or neighborhood character.

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

The Project would not affect 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 affect Muni transit service, streets, or 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 resident employment and ownership in these sectors be enhanced.

The Project would not affect the industrial or service sectors or future opportunities for resident employment or ownership in these sectors.

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

The Project would not affect preparedness against injury and loss of life in an earthquake and would comply with applicable safety standards.

7. That landmarks and historic buildings be preserved.

The Project would not affect any of the City's historic resources.

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

The Project would not have any adverse effect on the City's park system.

*I:\Citywide\General Plan\General Plan Referrals\2009\2009.0202R San Joaquin pipeline - PUC easements
acquire - SJ and Stanislaus Counties.doc*

REV 4-14-09

EXHIBIT A
San Joaquin Pipeline System (SJPL)

PRIVATE AND MUNICIPAL PROPERTIES POTENTIALLY IMPACTED BY PROJECT

OWNER	APN/P.M.	LOCATION	MAP PAGE
The Ardis Family Partnership	010-015-062 59.42	Warnerville Rd. Oakdale, CA Stanislaus County	22
Emilio Moran	010-041-026 59.50	Warnerville Rd. Oakdale, CA Stanislaus County	22
Frank M. Bettencourt	016-002-014 87.33	813 S. River Rd. Vernalis, CA Stanislaus County	18 & 31
Henry Bettencourt	016-002-014 87.34	2400 River Rd. Patterson, CA Stanislaus County	18
Clifford W. & Onalee J. Koster	255-070-08 93.10	3310 W. St. RT 132 Hwy Tracy, CA San Joaquin County	8
Triangle Properties, Inc	253-280-03 93.93	35555 S. Bird Rd Tracy, CA San Joaquin County	6
USA - USACE	016-009-037 86.40	Pelican Rd. Vernalis, CA Stanislaus County	20
Willms Ranch, LLC	011-013-006 011-013-011 53.25-53.40	Willms Road Salida, CA Stanislaus County	32
Richard B. Ardis	011-001-028 53.85	Willms Road Salida, CA Stanislaus County	32
James W. Lopes	016-002-017 016-002-018 016-002-044 87.75-88.80	Blewett Road Vernalis, CA Stanislaus County	31
Garry & Christine DeWolf	253-170-05 96.10	Chrisman Road Tracy, CA San Joaquin County	30
Union Pacific Railroad Co.	Stationing 89+51 89.51	Hwy 33 between McCracken & Welty Roads Vernalis, CA Stanislaus County	14

Stanislaus County	Stationing 87+33 87.33	River Road Vernalis, CA Stanislaus County	18
Tony Ramos and Mary Rocha Weirinho (209) 578-1403	012-058-005 012-058-006 012-058-008 012-058-009 012-058-011 012-059-001 012-059-008 81.40-82.58	1685 Dunn Road Modesto, CA 7956 Shackelford Road Modesto, CA Gates Road Modesto, CA Stanislaus County	33
Angela Bogetti-Dumlao	016-002-48	McCracken Rd Patterson, CA Stanislaus County	33
Gary Oosterkamp	016-002-012	Maze Blvd. Patterson, CA Stanislaus County	33

MEMORANDUM

DATE: October 14, 2010

TO: Ed Harrington, General Manager

FROM: Chris Nelson, SFPUC Project Manager; Brian Morelli, SFPUC Right of Way Manager; Carolyn Stein, Deputy City Attorney

PROJECT: San Joaquin Pipeline Project

SUBJECT: Administrative Settlement Discussion
Property Owner: James W. Lopes
Assessor's Parcel Number: 016-002-017, 018 & 044
Parcel Identification: Access Road 743-01 & 03

PROPERTY INTEREST BEING ACQUIRED: Permanent Road Access Easement

Summary

On October 27, 2009, the SFPUC's first written offer of just compensation in the amount of \$11,000 was presented to the property owner, James W. Lopes. Negotiations commenced and, over the past year, various terms, conditions, and construction related matters have been discussed. After numerous discussions and negotiations with the grantor a settlement has finally been reached.

Background

The subject property is comprised of approximately 145.9 acres in total. The property is zoned and used for agricultural purposes. The proposed road easement area, consisting of 2.16 acres (see attached map), is currently being used for access by the owner and other neighboring users. Mr. Lopes, the property owner, is a long time agricultural farmer in the area.

The proposed settlement of \$13,000 exceeds the SFPUC approved appraisal by \$2,000. The proposed settlement is prudent considering the comparatively low additional dollars, expeditiousness of the settlement, and goodwill with the property owner during the construction period and afterward.

Conclusion

The SFPUC has determined that an administrative settlement is reasonable, prudent, and in the public interest. The factors considered in making this determination include, but are not limited to the following:

- Importance of the subject property in relation to the overall project
- Agreements that avoid unnecessary litigation and congestion in the courts.
- Costs of trial and testimony: This process will consume six to nine months going through the legal system. Legal fees are estimated to far exceed the proposed settlement amount to complete the acquisition process.
- Usefulness of the road easement to embrace project construction efficiencies and the flexibility of having this road easement for future access to the right of way.
- Encouraging settlements through negotiation in conformance with the Uniform Act and Government Code Section 7267.

Based on the above, you are hereby authorized to settle this transaction in the amount of \$13,000.

Administrative Settlement Approved

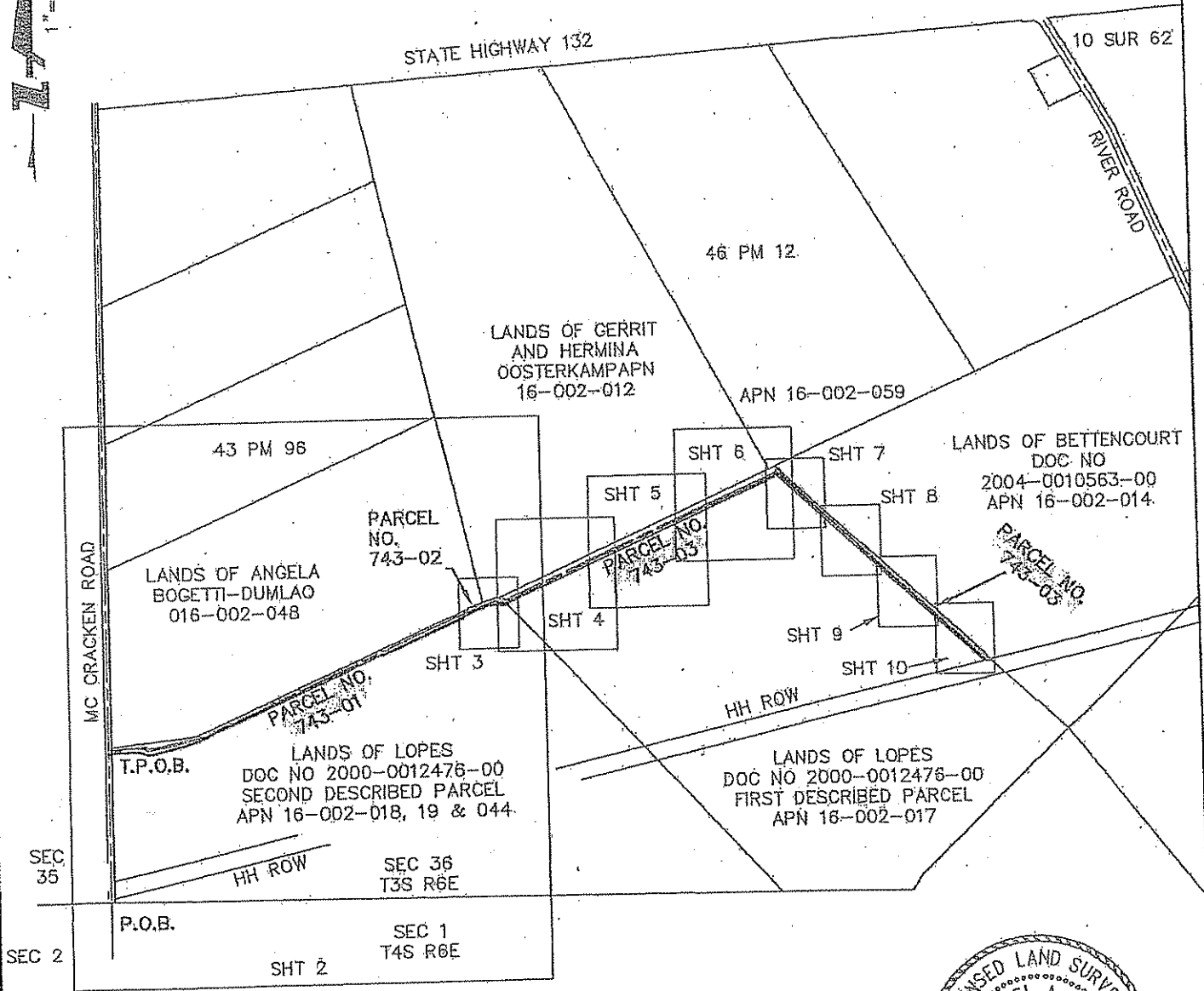
By: _____

Ed Harrington, General Manager, SFPUC

Date: _____

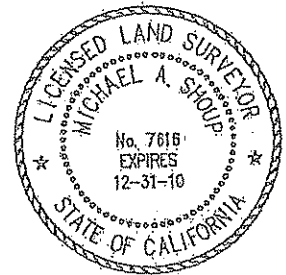
cc: Carolyn Stein – Deputy City Attorney
Bill Tannenbaum – AR/WS

EXHIBIT "B"



1,000' 0 1,000'
SCALE 1"=1,000'

Michael A. Shoup
08-30-10



CITY OF VERNALIS STANISLAUS COUNTY STATE OF CALIFORNIA

J:\Sur06\060212-07\Counties\Stanislaus\Site Files\016-002-018 ACCESS EASEMENT 25-27-28\Legal & Plot\08-30-10\ACCESS Esmt.dwg.



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

Subject HETCH HETCHY CORRIDOR
PROPERTY I.D. 743
Job No. 20060212-07
By RCS Date 08-30-10 Chkd. _____
SHEET 1 OF 10

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

City Elective Officer Information <i>(Please print clearly.)</i>	
Name of City elective officer(s): Mayor Gavin Newsom; Members, SF Board of Supervisors	City elective office(s) held: Mayor, City and County of San Francisco; Members, SF Board of Supervisors
Contractor Information <i>(Please print clearly.)</i>	
Name of contractor: James W. Lopes	
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. N/A	
Contractor address: 757 Orchard Road, Vernalis, CA 95385	
Date that contract was approved: Upon approval of the Board and Mayor	Amount of contract: \$13,000.00
Describe the nature of the contract that was approved: Agreement for Purchase and Sale of Real Estate	
Comments:	

This contract was approved by (check applicable):

- ☐ the City elective officer(s) identified on this form (Mayor, Gavin Newsom)
- ☐ a board on which the City elective officer(s) serves San Francisco Board of Supervisors
 Print Name of Board
- ☐ the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

Filer Information <i>(Please print clearly.)</i>	
Name of filer:	Contact telephone number:
Address:	E-mail:

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