

File No. 101595

Committee Item No. 5
Board Item No. 6

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee

Date: February 2, 2011

Board of Supervisors Meeting

Date 2/8/11

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"/>	Ethics Form 126 <i>NA - intergovernmental</i>
<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)

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Completed by: Victor Young

Date: January 28, 2011

Completed by: Victor Young

Date: 2-3-11

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

1 [Sale Agreement - Permanent and Temporary Easements for Highway 84 Improvement
2 Project in Alameda County - \$6,000]

3
4 **Resolution approving and authorizing an agreement for the sale and conveyance of**
5 **property rights in fee interest, two nonexclusive permanent easements and three**
6 **temporary easements over portions of Assessor's Parcel Numbers 85A-5400-2-3 and**
7 **507-762-005-00 located in Alameda County under the jurisdiction of the San Francisco**
8 **Public Utilities Commission to State of California acting through its California**
9 **Department of Transportation for a purchase price of \$6,000 which includes \$2,500**
10 **payment for City and County of San Francisco's administration and legal fees;**
11 **adopting SFPUC's Resolution 10-0094; further adopting findings that the conveyance is**
12 **in conformity with City's General Plan Referral as required by Section 4.105 of the**
13 **Charter and Section 2A.53 of the Administrative Code; is consistent with the Eight**
14 **Priority Policies of City Planning Code Section 101.1; adopting that the**
15 **sale/conveyance is "Categorically Exempt" from environmental review under Class 12-**
16 **Surplus Government Property Sales under CEQA Guidelines; and authorizing City's**
17 **Director of Property to execute documents, make certain modifications and take certain**
18 **actions in furtherance of this resolution.**

19
20 **WHEREAS, the City and County of San Francisco (City) owns certain real property**
21 **under the jurisdiction of San Francisco Public Utilities Commission (SFPUC) in its watershed**
22 **lands for the San Antonio Reservoir located adjacent to California State Highway 84 (aka Nile**
23 **Canyon Road) in Alameda County; and**

24 **WHEREAS, the State of California acting through its California Department of**
25 **Transportation (State) proposes to perform roadway improvements on State Highway 84 (aka**

1 Nile Canyon Road) in Alameda County, to realign and improve sight distance (the "Project");
2 and,

3 WHEREAS, on November 24, 2008, City's Director of Property reviewed and
4 concurred with State's conclusion of value for the subject fee parcels, identified as State
5 Parcel Numbers 61010-1, 61010-2 and 61010-3 and easement rights identified as State
6 Parcel Numbers 61010-4, 61010-5, 61010-6, 61010-7 and 61010-8 to be \$3,500 with an
7 additional payment of \$2,500 for City's administration and legal fees for a total acquisition
8 price of \$6,000; and

9 WHEREAS, The Director of Planning, by letter dated December 4, 2009, found that the
10 conveyance of the necessary property rights for the Project, is consistent with the City's
11 General Plan and with the Eight Priority Policies of Planning Code Section 101.1 and that the
12 Project is Categorically Exempt from environmental review as they are Class 12-Surplus
13 Government Property Sales , under CEQA guidelines, which letter is on file with the Clerk of
14 the Board of Supervisors under File No. 101595, and which letter is incorporated herein by
15 this reference; and

16 WHEREAS, A copy of the Agreement for Sale of Real Estate (the "Sale Agreement")
17 between the City, as seller, and State, as buyer, is on filed with the Clerk of the Board of
18 Supervisors under File No. 101595, which is incorporated herein by this reference and is
19 considered part of the record before this Board; and

20 WHEREAS, The SFPUC has by its Resolution No. 10-0094, dated June 8, 2010, a
21 copy of which is on file with the Clerk of the Board in File No. 101595, declared the subject fee
22 parcels and easement rights to be surplus to its needs, approved Sale Agreement and
23 authorized the Director of Property to seek Board of Supervisors' approval of and, if approved
24 to execute the necessary conveyance documents; now, therefore, be it
25

1 RESOLVED, That the Board of Supervisors of the City and County of San Francisco
2 hereby finds that the Sale Agreement is consistent with the General Plan and with the Eight
3 Priority Policies of City Planning Code Section 101.1 for the same reasons as set forth in the
4 letter of the Director of Planning dated December 4, 2009, and hereby incorporates such
5 findings by references as though fully set forth in this resolution; and be it


6 FURTHER RESOLVED, That in accordance with the recommendation of the Public
7 Utilities Commission and the Director of Property, the Board of Supervisors hereby approves
8 the Sale Agreement and the transaction contemplated thereby in substantially the form of
9 such agreement presented to this Board; and be it

10 FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of
11 Property to enter into any additions, amendments or other modifications to the Sale
12 Agreement (including, without limitation, the attached exhibits) that the Director of Property,
13 together with the City Attorney, determine are in the best interest of the City, do not decrease
14 the revenues to the City, or do not materially increase the obligations or liabilities of either
15 SFPUC or the City and are advisable to complete the transaction contemplated by the Sale
16 Agreement and to effectuate the purpose and intent of this resolution such determination to be
17 conclusively evidenced by the execution and delivery by the Director of Property of the Sale
18 Agreement and any additions or amendments thereto; and, be it

19 FURTHER RESOLVED, That the Director of Property is hereby authorized and urged
20 in the name and on behalf of the City and County, to executed the Sale Agreement for the
21 sale of fee interest and easement rights with the State in accordance with the terms and
22 conditions of the Sale Agreement, an do take any all steps (including, but not limited to, the
23 execution and delivery of any and all certificates, agreements, notices, consents, escrow
24 instructions, closing documents and other instruments or documents) as the Director of
25 Property deems necessary or appropriate pursuant to the Sale Agreement, or to otherwise

1 effectuate the purpose and intent of this resolution; such determination to be conclusively
2 evidenced by the execution and delivery by the Director of Property of any such documents.
3

4 RECOMMENDED:

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6

7 Amy L. Brown
8 Director of Property
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Amy L. Brown
Director of Real Estate



December 16, 2010

File 101595

PUC
State Highway 84
Improvement Project
Alameda 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

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2010 DEC 22 PM 3:05
BY _____ AK

Dear Board Members:

Enclosed for your consideration is a Resolution authorizing an agreement to convey property rights in fee interest totaling 4,449 square feet, two nonexclusive permanent easements totaling 45,331 square feet and three temporary easements totaling 24,079 square feet over a portion of watershed lands for San Antonio Reservoir owned by the City and County of San Francisco (City) in Alameda County. The conveyance is necessary to allow State of California, Department of Transportation (State), to construct and maintain roadway improvements to State Highway 84 in the Niles Canyon area of Alameda County.

The purchase price for the property rights is \$3,500 plus an additional \$2,500 for City administrative and legal fees as determined by State's appraisal and approved by the Director of Property.

In addition to the Resolution, enclosed are:

1. Agreement for Sale of Real Estate dated December 28, 2009.
2. Public Utilities Commission Resolution No. 10-0094, dated June 8, 2010, approving the conveyance of the property rights for the project.
3. City Planning's letter dated December 4, 2009 stating that the proposed sale and transfer of the property rights is in conformity with the General Plan and that State's project is

categorically exempt from environmental review per Class 12-Surplus Governmental Property Sales, under CEQA guidelines, and is consistent with the Eight Priority Policies of Planning Code Section 101.1.

4. Form SFEC – 126: Notification of Contract Approval

Should you have any questions or need additional information, do not hesitate to call Jess Myres of our office at 554-9859.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Amy L. Brown".

Amy L. Brown
Director of Real Estate

cc: Edwin M. Lee, City Administrator

w/ Resolution;
Evan Gross, Deputy City Attorney
Marta Bayol, RED
Gary Dowd, PUC
Cindy Lee, PUC



SAN FRANCISCO PLANNING DEPARTMENT

December 4, 2009

Mr. Larry Ritter
Real Estate Division
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102

RE: CASE NO. 2009.0287
CALTRANS STATE HIGHWAY 84 IMPROVEMENT PROJECT

RECEIVED

DEC 10 2009

REAL ESTATE DIV.

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

Dear Mr. Ritter:

On April 7, 2009, the Department received your request for a General Plan Referral as required by Section 4.105 of the Charter and Section 2A.53 of the Administrative Code. The proposed project would convey property owned by the San Francisco Public Utilities Commission to the California Department of Transportation (Caltrans) to accommodate necessary roadway improvements to Highway 84 in the Niles Canyon Area of Alameda County. The subject property (illustrated in the Site Map, Attachment 1) includes portions of the City's watershed lands for the San Antonio Reservoir and consist of three fee Acquisition parcels totaling 4,339 sq. ft., two permanent maintenance easements totaling 45,332 sq. ft. and three temporary construction easements totaling 24,081 sq. ft.

The purpose of this conveyance is to allow Caltrans to construct and maintain the roadway improvements to State Highway 84, including roadway curve improvements, intersection improvements and shoulder widening.

The Department finds the conveyance of the watershed lands for the San Antonio Reservoir, on balance, *in conformity* with the General Plan, as described in the attached staff report (included as Attachment 2).

Environmental Review

On May 7, 2009, the Department determined that the project is Categorically Exempt from environmental review as they are Class 12-Surplus Government Property Sales, under CEQA Guidelines.

The project has been reviewed for consistency with the Eight Priority Policies of Planning Code Section 101.1, and the findings are attached (Attachment 3).

Sincerely,



John Rahaim
Director of Planning

Attachments:

1. ROW Appraisal Maps
2. General Plan Case Report
3. Planning Code Sec. 101.1(b) Priority Policies

cc N. Hrushowy, Planning Department

I:\Citywide\General Plan\General Plan Referrals\2009\2009.0287R Caltran Hwy84 ROW Easement.doc

GENERAL PLAN CASE REPORT: ATTACHMENT 2

RE: CASE NO. 2009.0287R
CALTRANS STATE HIGHWAY IMPROVEMENT PROJECT

STAFF REVIEWER: NEIL HRUSHOWY

GENERAL PLAN CONSIDERATIONS

General Plan Objectives, Policies, and Principles are in **bold font**, and staff comments are in *italic font*.

TRANSPORTATION ELEMENT

OBJECTIVE 1

MEET THE NEEDS OF ALL RESIDENTS AND VISITORS FOR SAFE, CONVENIENT AND INEXPENSIVE TRAVEL WITHIN SAN FRANCISCO AND BETWEEN THE CITY AND OTHER PARTS OF THE REGION WHILE MAINTAINING THE HIGH QUALITY LIVING ENVIRONMENT OF THE BAY AREA.

Policy 1.5

Coordinate regional and local transportation systems and provide interline transit transfers.

Policy 1.6

Ensure choices among modes of travel and accommodate each mode when and where it is most appropriate.

San Francisco supports the design of safe local and regional roads and this project will result in improved safety along State Highway 84.

ENVIRONMENTAL PROTECTION ELEMENT

OBJECTIVE 5

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

Policy 5.3

Ensure water purity.

The San Francisco Public Utilities Commission maintains the purity of San Francisco's drinking water as one of its paramount concerns and would not approve any project that could compromise water quality.

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

EIGHT PRIORITY POLICIES FINDINGS: ATTACHMENT 3

**RE: CASE NO. 2009.0287R
CALTRANS STATE HIGHWAY IMPROVEMENT PROJECT**

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

1. The project would have no adverse effect on neighborhood serving retail uses or opportunities for employment in or ownership of such businesses.
2. The project would have no adverse effect on the City's housing stock or on neighborhood character.
3. The project would have no adverse effect on the City's supply of affordable housing.
4. The project would not result in commuter traffic impeding Muni transit service or overburdening the streets or neighborhood parking.
5. The project would not adversely affect the industrial or service sectors or future opportunities for resident employment or ownership in these sectors.
6. The project would have no adverse effect on the City's preparedness to protect against injury and loss of life in an earthquake.
7. The project would have no adverse effect on landmarks or historic buildings.
8. The project would have no adverse effect on parks and open space or their access to sunlight and vistas.

I:\Citywide\General Plan\General Plan Referrals\2009\2009.0287R Caltran Hwy84 ROW Easement.doc

204

AGREEMENT FOR SALE OF REAL ESTATE
(State Route 84 (between mile posts 11.89 and 13.15),
Alameda County)

THIS AGREEMENT FOR SALE OF REAL ESTATE (this "Agreement") dated for reference purposes only as of December 28, 2009 is by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City" or "Seller"), and STATE OF CALIFORNIA, acting through the CALIFORNIA DEPARTMENT OF TRANSPORTATION ("State" or "Buyer").

THIS AGREEMENT IS MADE WITH REFERENCE TO THE FOLLOWING FACTS AND CIRCUMSTANCES:

- A. The City owns fee title interest in the real property located at State Route 84, between mile posts 11.89 and 13.15, Alameda County, State of California, and more particularly described in Exhibit A attached hereto (the "Property").
- B. Buyer has requested that the City convey certain interests in the Property to Buyer in connection with State's widening of State Route 84.
- C. The San Francisco Public Utilities Commission ("SFPUC") has recommended sale of the Property.
- D. State requires the Property for State highway purposes, a public use for which Buyer has the authority to exercise the power of eminent domain.

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

1. SALE AND PURCHASE

Subject to the terms, covenants and conditions set forth herein, City agrees to sell to State, and State agrees to purchase from City, a fee interest in certain portions of the Property (the "Fee") and permanent and temporary easements in certain portions of the Property (the "Easements"), all as further set forth below and in the Quitclaim Deed attached hereto as Exhibit B and incorporated herein (the "Deed").

2. CONSIDERATION

In consideration of the City's agreement to convey the Fee and the Easements, State shall pay to City the sum of Three Thousand Five Hundred Dollars (\$3,500). In addition, State shall pay to City the sum of Two Thousand Five Hundred Dollars (\$2,500) for City's administrative and legal fees in connection with this Agreement. State shall pay to City the entire amount due hereunder at the consummation of the purchase and sale contemplated by this Agreement (the "Closing"). All sums payable hereunder shall be paid in immediately available funds of lawful money of the United States of America. Notwithstanding the foregoing, it is understood and agreed by and between the parties hereto that funding for this transaction may not be budgeted

by the California Transportation Commission, in which case State may terminate this Agreement without penalty. The Closing may be delayed until funds are budgeted.

3. TITLE

At the Closing, City shall quitclaim City's interest in and to the Fee and the Easements to State by quitclaim deed in the form of the Deed. Title to the Property shall be subject to (a) liens of local real estate taxes and assessments, (b) all existing exceptions and encumbrances, disclosed by a current preliminary title report or the public records or any other documents reviewed by State, and any other exceptions to title which would be disclosed by an accurate and thorough investigation, survey, or inspection of the Property, and (c) all items of which State has actual or constructive notice or knowledge. All of the foregoing exceptions to title shall be referred to collectively as the "Conditions of Title." State understands and agrees that the right, title and interest in the Property shall not exceed that vested in City, and City is under no obligation to furnish any policy of title insurance in connection with this transaction. State recognizes that any fences or other physical monument of the Property's boundary lines may not correspond to the legal description of the Property. City shall not be responsible for any discrepancies in the parcel area or location of the property lines or any other matters which an accurate survey or inspection might reveal. It is State's sole responsibility to obtain a survey from an independent surveyor and a policy of title insurance from a title company, if desired.

4. "AS-IS" PURCHASE; RELEASE OF CITY

4.1 State's Independent Investigation

State represents and warrants to City that State has performed a diligent and thorough inspection and investigation of each and every aspect of the Property, either independently or through agents of State's choosing, including, without limitation, the following matters (collectively, the "Property Conditions"): (a) all matters relating to the Conditions of Title; (b) the zoning status of the Property; (c) the physical and environmental condition of the Property (including soils and any groundwater), and the presence or absence of any Hazardous Materials in, on, under or about the Property or any other real property in the vicinity of the Property; (d) the suitability of the Property for State's intended uses; and (e) all other matters of material significance affecting the Property. As used in this Agreement, "Hazardous Material" shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment.

4.2 Hazardous Substance Disclosure

California Health & Safety Code section 25359.7 requires owners of non-residential real property who know, or have reasonable cause to believe, that any release of Hazardous Substances has come to be located on or beneath the real property to provide written notice of same to the buyer of real property. City hereby discloses that it has no knowledge or reasonable cause to believe that any release of Hazardous Substances has come to be located on or beneath the the Property, or portions of the Property. City has made available to State all of City's files relating to the Property. Additionally, City represents and warrants that

City has no actual knowledge or reasonable belief of any disposal, release, or threatened release of hazardous substances or hazardous waste on, from or under the Property which may have occurred prior to City taking the Property except to the extent set forth above and in City's files. By execution of this Agreement, State acknowledges that the notices and warnings set forth above satisfy the requirements of California Health and Safety Code Section 25359.7 and related statutes.

State acknowledges that City has disclosed the matters relating to the Property referred to above. Nothing contained herein shall limit any of the provisions of this Article or relieve Buyer of its obligations to conduct a diligent inquiry hereunder, nor shall any such matters limit any of the provisions of Section 4.4 ["As-Is" Purchase] or Section 4.5 [Release of City].

4.3 Entry and Indemnity

In connection with any entry by State or its Agents onto the Property prior to sale, State shall give City reasonable advance written notice of such entry and shall conduct such entry and any inspections in connection therewith so as to minimize, to the extent possible, interference with uses being made of the Property and otherwise in a manner and on terms and conditions acceptable to City. All entries by State or its Agents onto the Property to perform any testing or other investigations which could affect the physical condition of the Property (including, without limitation, soil borings) or the uses thereof will be made only pursuant to the terms and conditions of a permit to enter in form and substance reasonably satisfactory to City. State shall maintain, and shall require that its Agents maintain, public liability and property damage insurance in amounts and in form and substance adequate to insure against all liability of Buyer and its Agents, arising out of any entry or inspection of the Property in connection with the transaction contemplated hereby, and State shall provide City with evidence of such insurance coverage upon request from City. In lieu of the foregoing insurance, State can elect to self-insure by providing City adequate evidence of its self-insurance program. If State elects to self-insure, State shall give City written notice of any significant change in or the depletion of its self-insurance fund.

To the fullest extent permitted under law, State shall indemnify, reimburse, defend and hold harmless City, its Agents, and each of them, from and against any liabilities, costs, damages, losses, liens, claims and expenses (including, without limitation, reasonable fees of attorneys, experts and consultants and related costs) arising out of or relating to any entry on, under or about the Property by State, its Agents, contractors and subcontractors in performing the inspections, testings or inquiries provided for in this Agreement, whether prior to the date of this Agreement or during the term hereof, including, without limitation, any injuries or deaths to any persons (including, without limitation, State's Agents) and damage to any property, except to the extent caused by City. The foregoing indemnity shall survive beyond the Closing, or, if the sale is not consummated, beyond the termination of this Agreement.

4.4 "As-Is" Purchase

STATE SPECIFICALLY ACKNOWLEDGES AND AGREES THAT CITY IS SELLING AND STATE IS PURCHASING THE PROPERTY ON AN "AS-IS WITH ALL FAULTS" BASIS. EXCEPT AS OTHERWISE PROVIDED HEREIN, STATE IS RELYING

SOLELY ON ITS INDEPENDENT INVESTIGATION AND NOT ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM CITY OR ITS AGENTS AS TO ANY MATTERS CONCERNING THE PROPERTY, ITS SUITABILITY FOR STATE'S INTENDED USES OR ANY OF THE PROPERTY CONDITIONS. CITY DOES NOT GUARANTEE THE LEGAL, PHYSICAL, GEOLOGICAL, ENVIRONMENTAL OR OTHER CONDITIONS OF THE PROPERTY, NOR DOES IT ASSUME ANY RESPONSIBILITY FOR THE COMPLIANCE OF THE PROPERTY OR ITS USE WITH ANY STATUTE, ORDINANCE OR REGULATION. IT IS STATE'S SOLE RESPONSIBILITY TO DETERMINE ALL BUILDING, PLANNING, ZONING AND OTHER REGULATIONS RELATING TO THE PROPERTY AND THE USES TO WHICH IT MAY BE PUT.

4.5 Release of City

As part of its agreement to purchase the Property in its "As-Is With All Faults" condition, State, on behalf of itself and its successors and assigns, waives any right to recover from, and forever releases and discharges, City, its officers, employees, Agents, contractors and representatives, and their respective heirs, successors, legal representatives and assigns, from any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with (i) State's and its Agents and invitee's past, present and future use of the Property, (ii) the physical, geological or environmental condition of the Property, including, without limitation, any Hazardous Material in, on, under, above or about the Property, and (iii) any federal, state, local or administrative law, rule, regulation, order or requirement applicable thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA", also commonly known as the "Superfund" law), as amended by Superfund Amendments and Reauthorization Act of 1986 ("SARA") (42 U.S.C. Sections 9601-9657), the Resource Conservation and Recovery Act of 1976, as amended by the Solid Waste and Disposal Act of 1984 (collectively, "RCRA") (42 U.S.C. Sections 6901-6987), the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977 (collectively the "Clean Water Act") (33 U.S.C. Section 1251 et seq.), the Toxic Substances Control Act ("TSCA") (15 U.S.C. Sections 2601-2629), Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.), the Carpenter-Presley-Tanner Hazardous Substance Account Law (commonly known as the "California Superfund" law) (California Health and Safety Code Sections 25300-25395), Hazardous Waste Control Act (California Health and Safety Code Section 25100 et seq.), Hazardous Materials Release Response Plans and Inventory Law (commonly known as the "Business Plan Law") (California Health and Safety Code Section 25500 et seq.), Porter-Cologne Water Quality Control Act (California Water Code Section 13000 et seq.), Safe Drinking Water and Toxic Enforcement Act of 1986 (commonly known as "Proposition 65") (California Health and Safety Code Section 25249.5 et seq.).

In connection with the foregoing release, State expressly waives the benefits of Section 1542 of the California Civil Code, which 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 TO HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

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

INITIALS: STATE: 

5. CONDITIONS PRECEDENT

5.1 State's Conditions Precedent

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

- (a) State's review and approval of the physical condition of the Property; and
- (b) State's review and approval of all zoning, title, land use, building, environmental and other statutes, rules, or regulations applicable to the Property.

5.2 City's Condition Precedent

The following are conditions precedent to City's obligation to sell the Property to State ("City's Conditions Precedent"):

- (a) State shall have performed all of its obligations hereunder, including payment of the Purchase Price, and all of Buyer's representations and warranties shall be true and correct; and
- (b) A resolution approving and authorizing the transactions contemplated hereby and finding that the public interest or necessity demands, or will not be inconvenienced by the sale of the Property, shall have been adopted by the City's Board of Supervisors and Mayor, in their respective sole and absolute discretion, and duly enacted (the "Board Resolution").

5.3 Failure of City's Conditions Precedent

Each of City's Conditions Precedent is intended solely for the benefit of City. If any of City's Conditions Precedent is not satisfied as provided above, City may, at its option, terminate this Agreement. Upon any such termination, neither party shall have any further rights or obligations hereunder except as provided in Sections 4.3 [Entry and Indemnity], or 8.4 [Authority of State] or as otherwise expressly provided herein.

6. ESCROW AND CLOSING

6.1 Escrow

The Closing shall be handled through an internal escrow by the State of California Department of Transportation, District 4 Office, 111 Grand Avenue, Oakland, California 94623-0440. All escrow, recording and title charges, if any, shall be paid by State.

6.2 Closing Date

The Closing hereunder shall be held within thirty (30) days after the date the Board Resolution is enacted (the "Closing Date"). Such date and time may not be extended without the prior written approval of both City and State, each in its sole discretion. The Closing Date shall be confirmed by email, as set forth in Section 6.3 below.

6.3 Deposit of Documents

At or before the Closing, City shall deposit into escrow the duly executed and acknowledged Deed conveying the Fee and Easements in the Property to State subject to the Conditions of Title; and State shall pay directly to City the Purchase Price and any additional charges due City hereunder at the following address: San Francisco Public Utilities Commission, Real Estate Services, 1145 Market St. 7th Floor, San Francisco, CA 94103. City's release and delivery of the Deed, and State's release and delivery of the Purchase Price and other funds (if any), shall occur simultaneously and shall be confirmed in writing by City and Buyer via email. Any recordation of the Deed shall be handled by State after the closing.

6.4 Prorations

Any real property taxes and assessments and any other expenses normal to the operation and maintenance of the Property, shall all be prorated as of 12:01 a.m. on the Closing Date, on the basis of a three hundred sixty-five (365)-day year. City and State hereby agree that if any of the above described prorations cannot be calculated accurately on the Closing Date, then the same shall be calculated as soon as reasonably practicable after the Closing Date and either party owing the other party a sum of money based on such subsequent proration(s) shall promptly pay said sum to the other party.

7. EASEMENT PROVISIONS.

7.1 Easements.

At the Closing, City shall, subject to satisfaction of all conditions set forth herein, grant to State certain non-exclusive Easements over portions of the Property identified in the Deed (the "Easement Area"). The Easements shall be as follows:

(i) A nonexclusive, perpetual easement over Takes 61010-4 and 61010-5 (as identified on the legal description attached as Exhibit A to the Deed) solely for the purposes of maintaining retaining walls and slope installed on the State's fee portion of the Property;

(ii) A nonexclusive, temporary easement over Takes 61010-6, 61010-7 and 61010-8 (as identified on the legal description attached as Exhibit A to the Deed) solely for the purposes of staging heavy construction equipment for the construction of the retaining walls being installed on the State's fee portion of the Property; and

(iii) A nonexclusive, temporary easement over Takes 61010-6, 61010-7 and 61010-8 (as identified on the legal description attached as Exhibit A to the Deed) solely for the purposes of removing two small concrete structures in the creek located thereon in order to improve water flow.

The Easements described in subsections (ii) and (iii) above shall collectively be referred to herein as the "Temporary Construction Easements".

State acknowledges and agrees that neither the City nor any of its Agents have made, and City hereby disclaims, any representations or warranties, express or implied, concerning the Easement Area. Notwithstanding the foregoing, the City agrees to fully disclose the existence of the Temporary Construction Easements to any and all potential buyers in the event City should choose to sell the Easement Area after the Closing. The City shall have no responsibility or liability of any kind with respect to State's use of the Easement Area. The City reserves and retains all rights and interests it may have in and to the Easement Area not inconsistent with the above grant.

With respect to the Temporary Construction Easements, State's period of use shall commence on the date the Office of the Office Engineer awards the contract and shall terminate on December 31, 2014; provided however that in the event of unpredictable delays in construction, the term may be extended upon written notice by Buyer at a rate of Fifty Dollars (\$50) a month (to be paid in a lump sum at completion of construction) for up to twelve (12) months. State shall give City at least 48 hours advance written notice prior to entry onto the Easement Area.

7.2 Maintenance and Repair.

State shall, at its expense, conduct and cause to be conducted all activities on the Easement Area in a safe and reasonable manner, and shall maintain the Easement Area in a good, secure, and sanitary condition. State shall use, and shall cause its Agents to use, due care at all times to avoid any damage or harm to the Easement Area and surrounding property. If any

portion of the Easement Area or any facilities thereon is damaged by State, State shall immediately, at its sole cost, repair any and all such damage. Immediately following termination of any part of the Easements, State shall remove all debris and any excess dirt and shall restore the Easement Area to its condition immediately prior to the Closing. State shall keep the Easement Area free from any liens arising out of any work performed, material furnished or obligations incurred by or on behalf of State.

7.3 Insurance.

State shall procure and keep in effect at all times during the term of the Easements, at State's expense, General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, which insurance shall name the City as an additional insured. Such policy shall provide for severability of interests and that an act or omission of one of the named insureds which would void or otherwise reduce coverage shall not reduce or void the coverage as to any insured, and shall afford coverage for all claims based on acts, omissions, injury or damage which occurred or arose in whole or in part during the policy period. State may elect, if it does so with respect to other similar property owned or used by State, to self-insure to satisfy the above requirements. State's compliance with the provisions of this Section shall in no way relieve or decrease Buyer's indemnification obligations under the Easements or any of State's other obligations hereunder. In lieu of the foregoing insurance, State can elect to self-insure by providing City adequate evidence of its self-insurance program. If State elects to self-insure, State shall give City written notice of any significant change in or the depletion of its self-insurance fund.

7.4 Indemnity.

State shall indemnify, defend, reimburse and hold harmless the City, its officers, Agents, employees and contractors, and each of them, from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind arising out of or relating to State's use of the Easement Area, excluding any claims to the extent they result from City's intentional acts or negligence. State acknowledges and agrees that it has an immediate and independent obligation to defend the City from any claim that actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false. The foregoing indemnity shall include, without limitation, reasonable attorneys', experts' and consultants' fees and costs.

State's obligations under this Section 7 shall survive the expiration or termination of this Agreement and termination of the Easements.

8. GENERAL PROVISIONS

8.1 Notices

Any notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, or (c) by U.S. Express Mail or commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

CITY:

Real Estate Services
San Francisco Public Utilities Commission
1145 Market Street, 7th Floor
San Francisco, CA 94103
Attn: Garrett M. Dowd, Director

with a copy to:

Evan A. Gross
Deputy City Attorney
Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Re: State Highway 84

STATE:

Deputy District Director, Right of Way
Department of Transportation MS11A
P.O. Box 23440
Oakland, CA 94623-0440

or such other address as either party may from time to time specify in writing to the other party. Any notice shall be deemed given when actually delivered if such delivery is in person, two (2) days after deposit with the U.S. Postal Service if such delivery is by certified or registered mail, and the next business day after deposit with the U.S. Postal Service or with the commercial overnight courier service if such delivery is by overnight mail

For purposes of confirmation of the Closing Date: clee@sfwater.org.

8.2 Successors and Assigns

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

8.3 Amendments

This Agreement may be amended or modified only by a written instrument signed by the State and City.

8.4 Authority of State

State represents and warrants to City that this Agreement and all documents executed by State which are to be delivered to City at Closing: (a) are or at the time of Closing will be duly authorized, executed and delivered by State; (b) are or at the time of Closing will be legal, valid and binding obligations of State; and (c) do not and at the time of Closing will not violate any provision of any agreement or judicial order to which State is a party or to which State is subject. Notwithstanding anything to the contrary in this Agreement, the foregoing representations and

warranties and any and all other representations and warranties of State contained herein or in other agreements or documents executed by State in connection herewith, shall survive the Closing Date.

8.5 City's Representations and Warranties

City represents, to its knowledge, that as of the date of this Agreement and at all times throughout this Agreement that there are no oral or written leases on all or any portion of the Property exceeding a period of one month, and City agrees to hold State harmless and reimburse State for any and all losses and expenses occasioned by reason of any lease of the Property held by any tenant of City for a period exceeding one month; provided however that City's reimbursement obligation shall not exceed the Purchase Price.

8.6 Governing Law

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

8.7 Merger of Prior Agreements

This Agreement, together with the exhibits hereto, contain any and all representations, warranties and covenants made by State and City and constitutes the entire understanding between the parties hereto with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are replaced in total by this Agreement together with the exhibits hereto.

8.8 Parties and Their Agents

The term "State" as used herein shall include the plural as well as the singular. If State consists of more than one (1) individual or entity, then the obligations under this Agreement imposed on State 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.

8.9 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 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.

8.10 Attorneys' Fees

If either party hereto fails to perform any of its respective obligations under this Agreement or if any dispute arises between the parties hereto concerning the meaning or interpretation of any provision of this Agreement, then the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party on account of such default or in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements. For purposes of this Agreement, the reasonable fees of attorneys of the Office of the City Attorney of the City and County of San Francisco 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 City Attorney's Office.

8.11 Time of Essence

Time is of the essence with respect to the performance of the parties' respective obligations contained herein.

8.12 No Merger

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

8.13 Non-Liability of City Officials, Employees and Agents

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

8.14 Conflicts of Interest

Through its execution of this Agreement, State acknowledges that it is familiar with the provisions of Section 15.103 or City's 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 which constitute a violation of said provisions and agrees that if it becomes aware of any such fact during the term of this Agreement, State shall immediately notify the City.

8.15 Notification of Limitations on Contributions

Through execution of this Agreement, State acknowledges that it is familiar with Section 1.126 of City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for 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 a contribution to such an officer, or candidate for such office, or committee controlled by such officer or candidate 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.

8.16 Sunshine Ordinance

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

8.17 Tropical Hardwood and Virgin Redwood Ban

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

8.18 MacBride Principles - Northern Ireland

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

8.19 No Recording

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

8.20 Effective Date

As used herein, the term "Effective Date" shall mean the date on which the City's Board of Supervisors and Mayor enact a resolution approving and authorizing this Agreement and the transactions contemplated hereby, following execution of this Agreement by both parties.

8.21 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.

8.22 Possession Date

The Parties hereby agree that the State's possession date for the Property shall be May 15, 2010.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, STATE ACKNOWLEDGES AND AGREES THAT NO OFFICER OR EMPLOYEE OF CITY HAS AUTHORITY TO COMMIT CITY TO THIS AGREEMENT UNLESS AND UNTIL A RESOLUTION 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 A RESOLUTION, AND THIS AGREEMENT SHALL BE NULL AND VOID IF CITY'S BOARD OF SUPERVISORS AND MAYOR DO NOT APPROVE THIS AGREEMENT IN THEIR RESPECTIVE SOLE DISCRETION. APPROVAL OF THE TRANSACTIONS CONTEMPLATED HEREBY BY ANY DEPARTMENT, COMMISSION OR AGENCY OF CITY SHALL NOT BE DEEMED TO IMPLY THAT SUCH RESOLUTION WILL BE ENACTED NOR WILL ANY SUCH APPROVAL CREATE ANY BINDING OBLIGATIONS ON CITY.

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

CITY:

CITY AND COUNTY OF
SAN FRANCISCO, a municipal corporation

By: 

AMY L. BROWN
Director of Property

STATE:

STATE OF CALIFORNIA, DEPARTMENT
OF TRANSPORTATION

By: 

R.A. Macpherson
Deputy District Director
Right of Way

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: 

Evan A. Gross
Deputy City Attorney

RECOMMENDED FOR APPROVAL:

By: 

KEITH WINN, Right of Way Agent
Acquisition Services

By: 

JASPREET SINGH, District Branch Chief
Acquisition Services

APPROVED AS TO FORM:

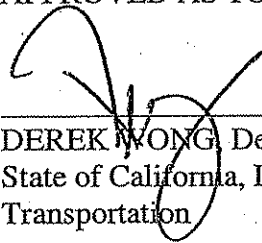

DEREK WONG, Deputy Attorney
State of California, Department of
Transportation

EXHIBIT A

Portions of Grantor's Land in Alameda County, California, more particularly described as:

PARCEL ONE (61010-1) FEE:

COMMENCING at Control Monument N10 as shown on attached Exhibit B; thence South 09° 32' 39" West, 132.818 meters to the easterly right of way line of State Route 84 at the northerly column corner of the Rosewornes Railroad Bridge; thence North 48° 02' 46" West, 1.677 meters along said right of way line; thence North 40° 28' 09" East, 20.570 meters along said right of way line; thence North 10° 33' 23" East, 61.543 meters along said right of way line to the TRUE POINT OF BEGINNING; thence continuing along said right of way line North 10° 33' 23" East, 16.283 meters to the commencement of a 243.942 meter radius, non-tangent curve, concave southeasterly, at the commencement of which a radial line bears North 79° 25' 20" West; thence northerly along said curve and said right of way line through a central angle of 12° 14' 09", an arc distance of 52.095 meters; thence leaving said right of way line South 15° 13' 58" West, 68.208 meters to said easterly right of way line and the TRUE POINT OF BEGINNING.

CONTAINING 93.5 square meters (1,006 square feet), more or less.

PARCEL TWO (61010-2) FEE:

COMMENCING at Control Monument N19 as shown on attached Exhibit B; thence North 67° 17' 48" West, 112.155 meters to Control Monument N18; thence South 11° 42' 32" East, 20.669 meters to the angle point in the southerly right of way line of State Route 84 at its intersection with the northerly right of way line of the Central Pacific Railroad, said angle point being designated POINT "X"; thence along the southerly right of way line of State Route 84 on a 229.386 meter radius, non-tangent curve, concave southerly, at the commencement of which a radial line bears North 11° 49' 29" East, through a central angle of 16° 41' 55", an arc distance of 66.853 meters; thence South 85° 07' 34" West, 59.646 meters along said right of way; thence along said right of way line South 85° 07' 34" West, 21.764 meters to a 242.113 meter radius, non-tangent curve, concave southerly, at the commencement of which a radial line bears North 04° 49' 33" West; thence westerly along said right of way line and said curve through a central angle of 18° 46' 49", an arc distance of 79.359 meters; thence along said right of way line South 66° 23' 42" West, 44.131 meters; thence southwesterly along said right of way line on a 120.142 meter radius curve, concave southeasterly, through a central angle of 25° 32' 40", an arc distance of 53.563 meters; thence along said right of way line South 40° 51' 22" West, 37.874 meters to the TRUE POINT OF BEGINNING; thence along said right of way line South 40° 51' 22" West, 28.111 meters; thence southerly along said right of way line along a 42.531 meter radius curve, concave easterly, through a central angle of 18° 31' 15", an arc distance of 13.748 meters to a point of compound curvature whereat a radial line bears North 67° 39' 53" West; thence southerly along said right of way line and along a 120.142 meter radius, concave easterly curve, through a central

angle of 5° 43' 45", an arc distance of 12.013 meters; thence leaving said right of way line North 33° 45' 05" East, 53.212 meters to said right of way line and the TRUE POINT OF BEGINNING.

CONTAINING 116.0 square meters (1,249 square feet), more or less.

PARCEL THREE (61010-3) FEE:

COMMENCING at above described POINT "X", the TRUE POINT OF BEGINNING; thence along the southerly right of way line of State Route 84 on a 229.386 meter radius, non-tangent curve, concave southerly, at the commencement of which a radial line bears North 11° 49' 29" East through a central angle of 16° 41' 55", an arc distance of 66.853 meters; thence along said right of way line South 85° 07' 34" West, 59.646 meters; thence leaving said right of way line North 87° 14' 52" East, 71.627 meters; thence North 87° 14' 54" East, 9.670 meters; thence North 88° 10' 06" West, 8.053 meters; thence North 86° 09' 43" West, 18.072 meters; thence North 82° 21' 03" West, 15.181 meters to said right of way line; thence along said right of way line North 80° 18' 45" East, 3.647 meters to POINT "X" and the TRUE POINT OF BEGINNING.

CONTAINING 193.6 square meters (2,084 square feet), more or less.

PARCEL FOUR (61010-4):

AN EASEMENT for maintenance purposes and incidents thereto, more particularly described as: COMMENCING at Control Monument N10 as shown on attached Exhibit B; thence South 09° 32' 39" West, 132.818 meters to the easterly right of way line of State Route 84 at the northerly column corner of the Rosewanes Railroad Bridge; thence North 48° 02' 46" West, 1.677 meters along said right of way line; thence North 40° 28' 09" East, 20.570 meters along said right of way line; thence North 10° 33' 23" East, 45.267 meters along said right of way line to the TRUE POINT OF BEGINNING; thence continuing along said right of way line North 10° 33' 23" East, 16.276 meters; thence leaving said right of way line North 15° 13' 58" East, 68.208 meters to said right of way line; thence along said right of way line on a 243.942 meter radius, non-tangent curve, concave easterly, at the commencement of which a radial line bears North 67° 11' 11" West, through a central angle of 12° 36' 26", an arc distance of 53.677 meters; thence along said right of way line North 35° 25' 15" East, 23.706 meters; thence leaving said right of way line South 57° 55' 06" East, 5.156 meters; thence South 32° 04' 56" West, 43.617 meters; thence South 21° 17' 13" West, 48.723 meters, thence South 15° 22' 15" West, 53.556 meters to the westerly right of way line of the Central Pacific Railway; thence along said Railway right of way line South 41° 51' 00" West, 15.029 meters to the easterly right of way line of State Route 84 and the TRUE POINT OF BEGINNING.

CONTAINING 1,205.5 square meters (12,976 square feet), more or less.

PARCEL FIVE (61010-5):

AN EASEMENT for maintenance purposes and incidents thereto, more particularly described as: COMMENCING at above described POINT "X"; thence along the northerly right of way line of the Central Pacific Railroad South 80° 18' 45" West, 3.647 meters to the TRUE POINT OF BEGINNING; thence continuing along said railroad right of way line South 80° 18' 45" West, 26.850 meters; thence North 82° 26' 10" West, 5.323 meters; thence South 87° 56' 21" West, 58.825 meters; thence South 86° 58' 23" West, 54.266 meters; thence South 79° 09' 42" West, 31.542 meters; thence South 71° 43' 26" West, 43.635 meters; thence South 66° 32' 08" West, 44.117 meters; thence South 58° 08' 10" West, 26.725 meters; thence South 46° 51' 10" West, 26.798 meters; thence South 40° 34' 28" West, 42.446 meters; thence South 36° 16' 09" West, 59.388 meters to the easterly right of way line of State Route 84; thence along said right of way line northerly along a 306.757 meter radius curve, concave westerly, through a central angle of 00° 47' 15", an arc distance of 4.216 meters (at the commencement of said curve a radial line bears South 72° 36' 23" East); thence along said right of way line North 16° 36' 22" East, 11.242 meters; thence leaving said right of way line North 33° 45' 05" East, 53.212 meters to the easterly right of way line of State Route 84; thence North 40° 51' 22" East, 37.875 meters along said right of way line; thence northeasterly along said right of way line along a 120.142 meter radius curve, concave southeasterly, through a central angle of 25° 32' 40", an arc distance of 53.563 meters; thence along said right of way line North 66° 23' 42" East, 44.131 meters; thence easterly along said right of way line along a 242.113 meter radius curve, concave southerly, through a central angle of 18° 46' 49", an arc distance of 79.359 meters (at the termination of which a radial line bears North 04° 49' 33" West; thence exiting said curve on a non-tangent line along said right of way line North 85° 07' 34" East, 21.764 meters; thence leaving said right of way line North 87° 14' 52" East, 71.627 meters; thence North 87° 14' 54" East, 9.670 meters; thence South 88° 10' 06" East, 8.053 meters; thence South 86° 09' 43" East, 18.072 meters; thence South 82° 21' 03" East, 15.181 meters to the TRUE POINT OF BEGINNING.

CONTAINING 3,005.9 square meters (32,355 square feet), more or less.

PARCEL SIX (61010-6):

A TEMPORARY CONSTRUCTION EASEMENT for construction purposes and incidents thereto, to expire January, 2013, upon, over, and across that parcel of land described as follows:

COMMENCING at Control Monument N10 as shown on attached Exhibit B; thence South 09° 32' 39" West, 132.818 meters to the easterly right of way line of State Route 84 at the northerly column corner of the Rosewarnes Railroad Bridge; thence North 48° 02' 46" West, 1.677 meters along said right of way line; thence North 40° 28' 09" East, 20.570 meters along said right of way line; thence North 10° 33' 23" East, 45.267 meters along said right of way line to the northerly right of way line of the Central Pacific Railroad; thence along said railroad right of way North 41° 51' 00" East, 15.029 meters to the TRUE POINT OF BEGINNING; thence continuing on said railroad right of way line North 41° 51' 00" East, 8.161 meters; thence North 14° 51' 58" East, 45.407 meters; thence North 20° 05' 20" East, 44.731 meters; thence North 30° 03' 03" East, 49.701 meters; thence North 59° 56' 56" West, 6.467 meters to the easterly right of way line of State Route 84; thence along said right of way line South 35° 25' 15" West, 1.842 meters; thence leaving said right of way line South 57° 55' 06" East, 5.156 meters; thence South 32° 04' 56"

West, 43.617 meters; thence South 21° 17' 13" West, 48.723 meters; thence South 15° 22' 15" West, 53.556 meters to the northerly right of way line of the Central Pacific Railroad and the TRUE POINT OF BEGINNING.

CONTAINING 419.8 square meters (4,519 square feet), more or less.

PARCEL SEVEN (61010-7):

A TEMPORARY CONSTRUCTION EASEMENT for construction purposes and incidents thereto, to expire January, 2013, upon, over, and across that parcel of land described as follows:

COMMENCING at above described POINT "X"; thence along the northerly right of way line of the Central Pacific Railroad South 80° 18' 45" West, 61.785 meters to the TRUE POINT OF BEGINNING; thence North 89° 44' 54" West, 32.255 meters; thence South 83° 49' 37" West, 90.106 meters; thence South 69° 45' 58" West, 61.025 meters; thence South 62° 24' 50" West, 50.384 meters; thence South 39° 37' 10" West, 130.972 meters to the easterly right of way line of State Route 84; thence northerly along said right of way line on a 306.757 meter radius curve, concave westerly, through a central angle of 01° 12' 06", an arc distance of 6.434 meters (a radial line to the end of said curve bears South 72° 36' 23" East); thence leaving said right of way line North 36° 16' 09" East, 59.388 meters; thence North 40° 34' 28" East, 42.446 meters; thence North 46° 51' 10" East, 26.798 meters; thence North 58° 08' 10" East, 26.725 meters; thence North 66° 32' 08" East, 44.117 meters; thence North 71° 43' 26" East, 43.635 meters; thence North 79° 09' 42" East, 31.542 meters; thence North 86° 58' 23" East, 54.266 meters; thence North 87° 56' 21" East, 58.825 meters; thence South 82° 26' 10" East, 5.323 to the northerly right of way line of the Central Pacific Railroad; thence along said right of way line South 80° 18' 45" West, 31.288 meters to the TRUE POINT OF BEGINNING.

CONTAINING 1,719.3 square meters (18,506 square feet), more or less.

PARCEL EIGHT (61010-8):

A TEMPORARY CONSTRUCTION EASEMENT for construction purposes and incidents thereto, to expire January, 2013, upon, over, and across that parcel of land described as follows:

COMMENCING at above described POINT "X"; thence South 12° 23' 37" West, 32.893 meters to the Central Pacific Railroad right of way line and being the TRUE POINT OF BEGINNING; thence along said right of way line North 80° 18' 45" East, 12.867 meters; thence North 46° 32' 30" East, 4.869 meters; thence North 86° 17' 06" West, 21.492 meters; thence South 00° 15' 05" West, 3.848 meters; thence South 59° 45' 12" East, 6.072 meters to the TRUE POINT OF BEGINNING.

CONTAINING 98.0 square meters (1,054 square feet), more or less.

To convert meters to the U.S. survey foot equivalent, multiply the above distances by the factor of 3937/1200.

The bearings and distances used in the above descriptions are on the California Coordinate system of 1983 (1991.35), Zone 3. Multiply the above distances by 1.0000735 to obtain horizontal ground distances.

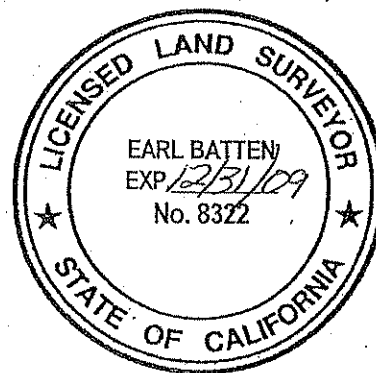
This real property description has been prepared by me in conformance with the Professional Land Surveyors Act.

Signature

Earl Batten
Licensed Land Surveyor

Date

Sept. 3, 2008



COORDINATES, BEARINGS AND DISTANCES SHOWN ARE ON THE CAL COORDINATE SYSTEM OF 1983 (1991.35), ZONE 3. MULTIPLY DISTANCES SHOWN BY 1.0000735 TO OBTAIN GROUND DISTANCES.



FOR ADDITIONAL INFORMATION
SEE R MAPS AT CALTRANS,
111 GRAND AVE., OAKLAND, CA

EXHIBIT B
Page 1 of 5

RANCHO ARROYO DE LA ALAMEDA

H, F. LOUIE ET AL.

DDC.#608169, 12/27/2002
APN 85A-5400-001-02

61011

P.O.B. 61010-1

P.O.B. 61010-4

RR RIGHT OF WAY LINE

Property Line

EXISTING RIGHT OF WAY LINE

PROPOSED NEW RIGHT OF WAY LINE

EXISTING RIGHT OF WAY LINE

RR RIGHT OF WAY LINE

RR RIGHT OF WAY LINE

RR RIGHT OF WAY LINE

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EXISTING RIGHT OF WAY LINE

A-10364.1
N 621953.070m
E 1871283.8170m
N10: 804 NAIL
N: 622084.0568m
E 1871305.8391m
CONVERGENCE ANGLE AT
N10: -0° 53' 31".99451

LEGEND
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
DIMENSION POINT
CONTROL MONUMENT

CITY/COUNTY SAN FRANCISCO
SUBPARCELS 61010-1,4,6
04-ALA-84-K.P. 19.5

Exhibit B

COORDINATES, BEARINGS AND DISTANCES SHOWN ARE ON THE
CAL COORDINATE SYSTEM OF 1983 (1991.35), ZONE 3. MULTIPLY
DISTANCES SHOWN BY 1.0000735 TO OBTAIN GROUND DISTANCES.



SEE R MAPS AT CALTRANS,
111 GRAND AVE., OAKLAND, CA

EXHIBIT B
Page 2 of 5

DOC.#60869, 12/21/2002

6101

RANKIN RANCH

6101-2

MAINTENANCE EASEMENT

PROPOSED NEW
RIGHT OF WAY LINE

PROPOSED NEW
RIGHT OF WAY LINE

STATE ROUTE 84

P.O.B. 61010-2

61010-2

61010-5

61010-7

RANCHO EX MISSION SAN JOSE

FREMONT

CITY AND COUNTY OF SAN
FRANCISCO WATER DEPT.

APN 085A-5400-002-03

A-10364.2

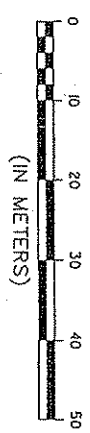
LEGEND

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- DIMENSION POINT
- TCE TEMPORARY CONSTRUCTION EASEMENT

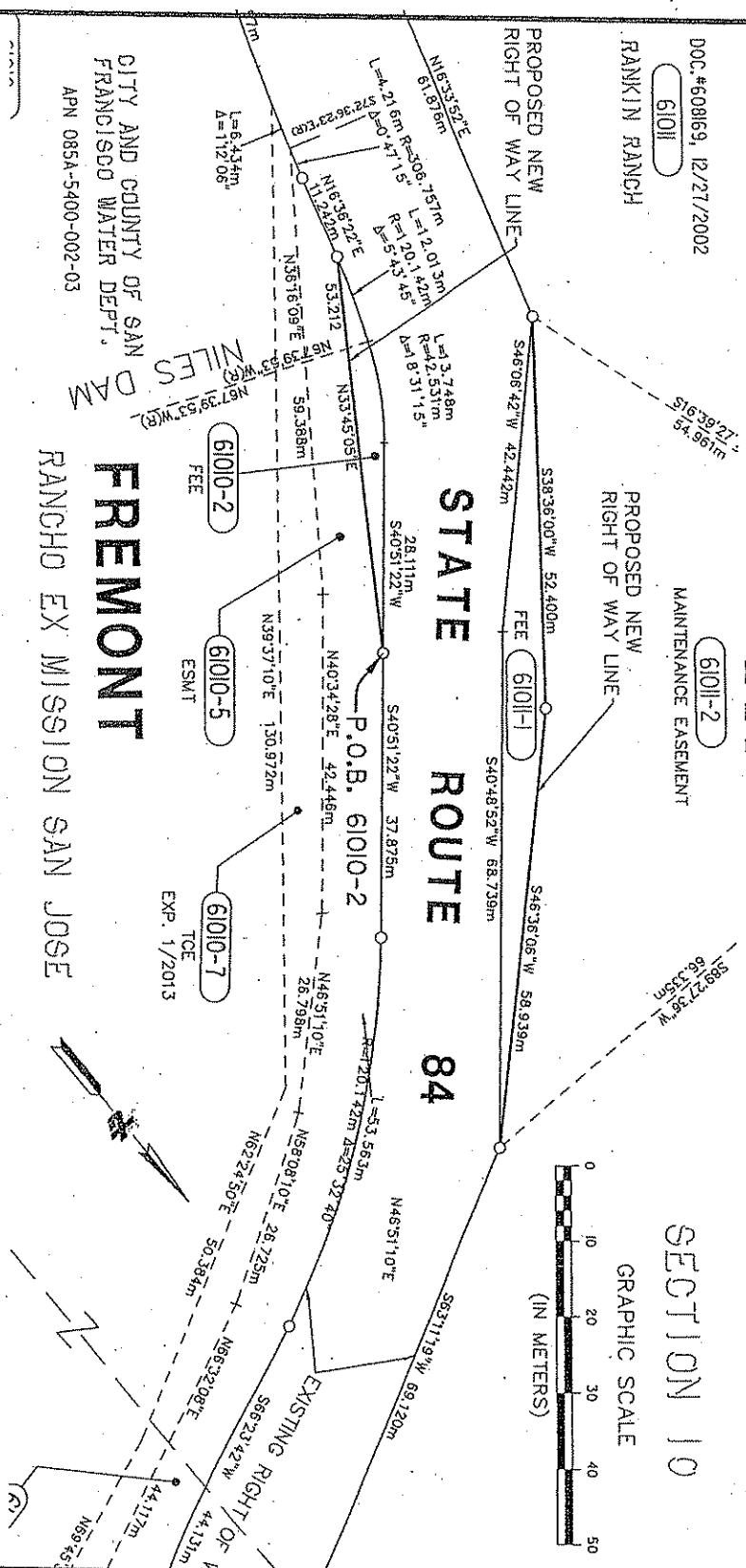
CITY AND COUNTY OF
SAN FRANCISCO

SUBPARCELS 61010-2,5,7
04-ALA-84-K.P. 20.5

Exhibit B



SECTION 10



COORDINATES, BEARINGS AND DISTANCES SHOWN ARE ON THE CAL COORDINATE SYSTEM OF 1983 (NAD 83), ZONE 3. MULTIPLY DISTANCES SHOWN BY 1.0000735 TO OBTAIN GROUND DISTANCES.



SEE R MAPS AT CALTRANS,
111 GRAND AVE., OAKLAND, CA

EXHIBIT B
Page 3 of 5

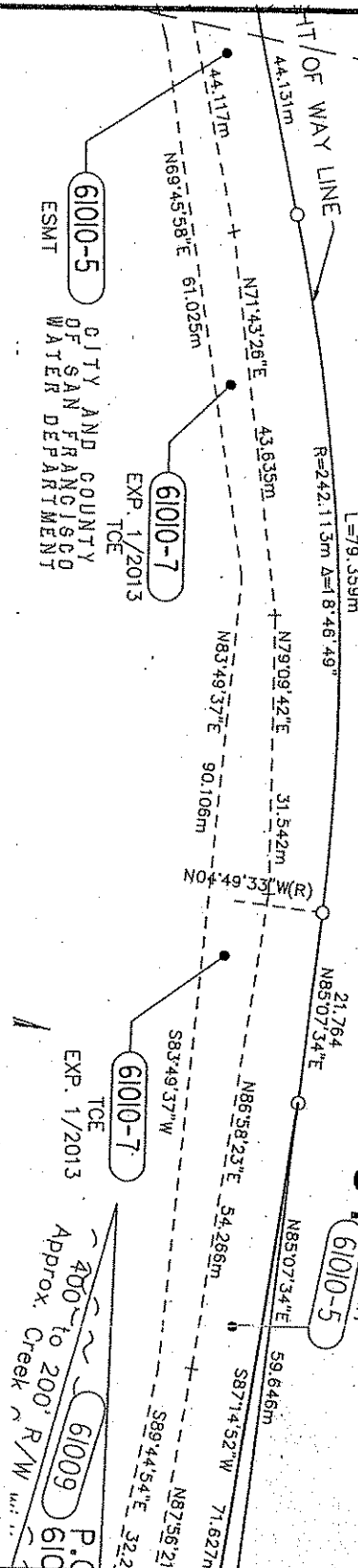
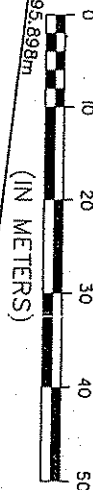
UNION CITY

DOC. #42314, 11/18/1999
DOC. #156813, 4/14/2004, Owner Transfer
NATHAN T. AND BARBARA J. GREGORY
APN 085A-5500-001-07

SECTION 10 (Approx. Line)
SECTION 11 (Approx. Line)

EXISTING RIGHT OF WAY LINE

STATE ROUTE 84



LEGEND

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- DIMENSION POINT
- TCE TEMPORARY CONSTRUCTION EASEMENT

CITY AND COUNTY OF
SAN FRANCISCO
SUBPARCELS 61010-5,7
04-ALA-84-K.P. 20.9

Exhibit B

A-10364.2,3

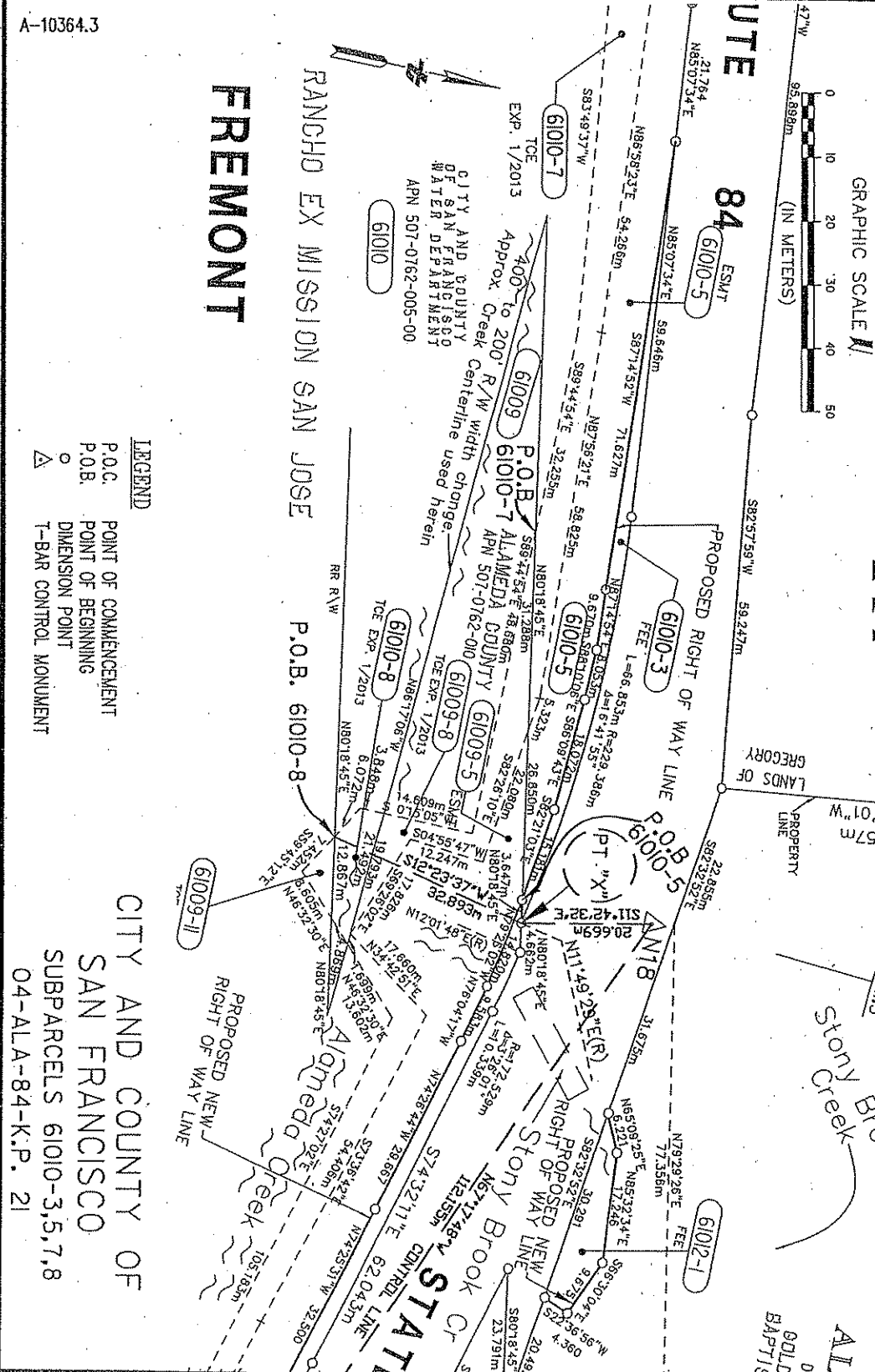
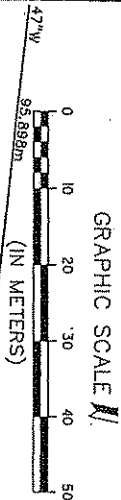
COORDINATES, BEARINGS AND DISTANCES SHOWN ARE ON THE CAL COORDINATE SYSTEM OF 1983 (1991.35), ZONE 3. MULTIPLY DISTANCES SHOWN BY 1.0000735 TO OBTAIN GROUND DISTANCES.



SEE R MAPS AT CALTRANS,
111 GRAND AVE., OAKLAND, CA

EXHIBIT B

Page 4 of 5



- LEGEND**
- P.O.C. POINT OF COMMENCEMENT
 - P.O.B. POINT OF BEGINNING
 - DIMENSION POINT
 - △ T-BAR CONTROL MONUMENT

CITY AND COUNTY OF
SAN FRANCISCO
SUBPARCELS 61010-3,5,7,8
04-ALA-84-K.P. 21

Exhibit B

A-10364.3

COORDINATES, BEARINGS AND DISTANCES SHOWN ARE ON THE CAL COORDINATE SYSTEM OF 1983 (1991.35), ZONE 3. MULTIPLY DISTANCES SHOWN BY 1.0000735 TO OBTAIN GROUND DISTANCES.

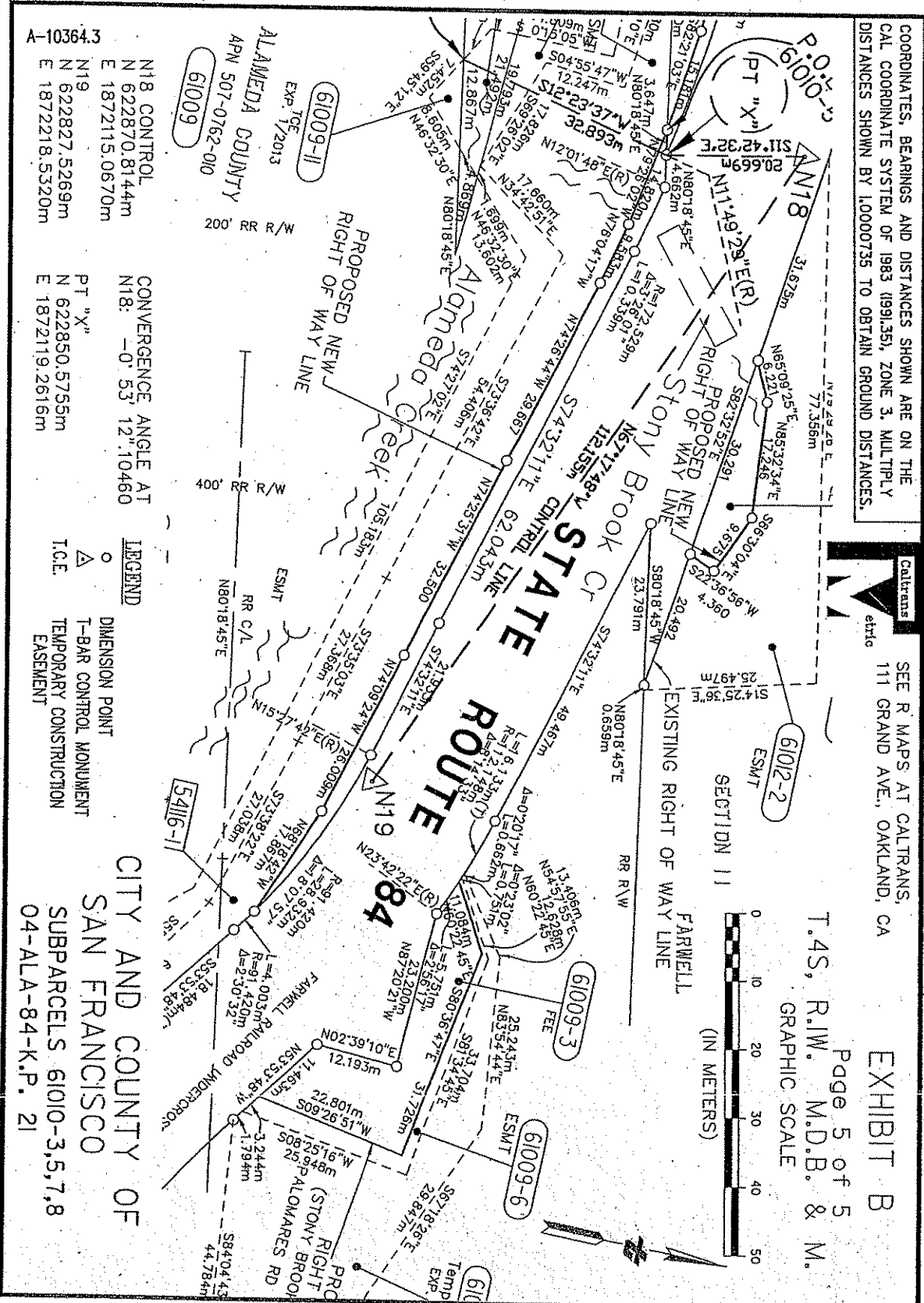
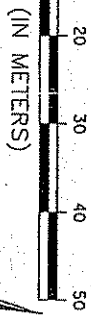


SEE R MAPS AT CALTRANS,
111 GRAND AVE., OAKLAND, CA

EXHIBIT B

Page 5 of 5
T.4S, R.1W. M.D.B. & M.

GRAPHIC SCALE



A-10364.3

N18 CONTROL
N 622870.8144m
E 1872115.0670m
N19
N 622827.5269m
E 1872218.5320m

CONVERGENCE ANGLE AT
N18: -0° 53' 12" 10.460
PT "X"
N 622850.5755m
E 1872119.2616m

LEGEND
○ DIMENSION POINT
△ T-BAR CONTROL MONUMENT
T.C.E. TEMPORARY CONSTRUCTION EASEMENT

CITY AND COUNTY OF
SAN FRANCISCO
SUBPARCELS 61010-3,5,7,8
04-ALA-84-K.P. 21

EXHIBIT B

QUITCLAIM DEED

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

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

QUITCLAIM DEED

[(Assessor's Parcel No. _____)]

FOR VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged, the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City"), pursuant to Resolution No. _____, adopted by the Board of Supervisors on _____, 2009, hereby RELEASES, REMISES AND QUITCLAIMS without representation or warranty to the STATE OF CALIFORNIA, acting through the CALIFORNIA DEPARTMENT OF TRANSPORTATION ("Grantee"), the following right, title and interest City has in and to the real property located in the County of Alameda, State of California, described on Exhibit A attached hereto and made a part hereof (the "Property"):

(i) A fee interest in Takes 61010-1, 61010-2, and 61010-3 (as identified on the legal description attached as Exhibit A hereto);

(ii) A nonexclusive, perpetual easement over Takes 61010-4 and 61010-5 (as identified on the legal description attached as Exhibit A hereto) solely for the purposes of maintaining retaining walls and slope installed on the Buyer's fee portion of the Property;

(iii) A nonexclusive, temporary easement over Takes 61010-6, 61010-7 and 61010-8 (as identified on the legal description attached as Exhibit A hereto) solely for the purposes of staging heavy construction equipment for the construction of the retaining walls being installed on the Buyer's fee portion of the Property; and

(iv) A nonexclusive, temporary easement over Takes 61010-6, 61010-7 and 61010-8 (as identified on the legal description attached as Exhibit A hereto) solely for the purposes of removing two small concrete structures in the creek located thereon in order to improve water flow.

With respect to the easements described in subsections (ii) and (iii) above, Grantee's period of use shall commence on the date the Office of the Office Engineer awards the contract and shall terminate on December 31, 2014; provided however that in the event of unpredictable delays in construction, the term may be extended upon written notice by Grantee at a rate of Fifty Dollars (\$50) a month (to be paid in a lump sum at completion of construction) for up to twelve (12) months.

Executed as of this _____ day of _____, 200__.

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: _____
Evan A. Gross
Deputy City Attorney

DESCRIPTION CHECKED/APPROVED:

By: _____
[NAME]
City Engineer

State of California)
) ss
County of San Francisco)

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)

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 10-0094

WHEREAS, The City and County of San Francisco owns certain real property under the jurisdiction of the San Francisco Public Utilities Commission (SFPUC) located adjacent to State Route 84 in Alameda County; and

WHEREAS, The State of California Department of Transportation (Caltrans) is proposing to perform roadway improvements on State Highway 84 (aka Niles Canyon Rd.) in Alameda County, to realign and improve sight distance; and

WHEREAS, Caltrans desires to enter into an Agreement for Sale of Real Estate (as attached to this Agenda) and;

WHEREAS, Caltrans has requested the SFPUC to convey property rights in fee (3 parcels totaling 4,449 +/- square feet), in easement (2 parcels totaling 45,331 +/- square feet) and temporary construction easements (3 parcels totaling 24,079 +/- square feet) as described in Exhibit A of the Agreement for Sale of Real Estate, attached, (the "Subject Property"); and

WHEREAS, Pursuant to Charter Section 8B.121 the SFPUC has exclusive charge of the real assets under its jurisdiction. The SFPUC Land Resource Management determined that the Subject Property is a portion of watershed lands and is not capable of independent development. A determination has been made that there are no SFPUC facilities within the fee or easement areas and that conveyance of the parcels will not affect any SFPUC operations, and thus recommends a Commission determination that the Subject Property is surplus to the needs of the SFPUC; and

WHEREAS, The SFPUC proposes that the sale be made subject to paying the City the sum of \$3,500.00 which has been determined to be fair market value of the property by the Real Estate Department and a processing fee in the amount of \$2,500.00, bringing the total acquisition price to \$6,000.00; and

WHEREAS, The Planning Department's Major Environmental Analysis Section has determined, and has completed a certification, that the project described by the proposed agreement is statutorily exempt from the requirements of the California Environmental Quality Act; now, therefore, be it

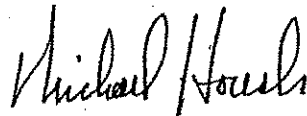
RESOLVED, That this Commission has determined that the Subject Property, described in Exhibit A to the proposed Agreement for Sale of Real Estate, is surplus to the needs of the SFPUC; and, be it

FURTHER RESOLVED, That this Commission hereby approves the terms and conditions of the Agreement for Sale of Real Estate and the conveyance of the Subject Property rights in fee, easement and temporary construction easement to the State of California Department of Transportation; and, be it

FURTHER RESOLVED, That this Commission hereby authorizes and directs the General Manager of the San Francisco Public Utilities Commission to request the Director of Property to prepare and submit legislation to the Board of Supervisors to approve the sale and conveyance of the Subject Property located in Alameda County for a total fee of \$6000, and to execute the conveyance documents, if so approved; and, be it

FURTHER RESOLVED, That this Commission hereby ratifies, approves and authorizes all actions heretofore taken by any City official in connection with this agreement.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of June 8, 2010



Secretary, Public Utilities Commission