

EXHIBIT I

Easement Deeds

EXHIBIT I-1

Form of Easement Deed for Crisanto Avenue Street Crossing Parcel

[see attached]

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

With a copy to:

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

and

City of Mountain View
Attn: City Clerk
500 Castro Street
Mountain View, California 94041

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

No Situs (Public Streets)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EASEMENT DEED
(Crisanto Avenue Crossing)

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF MOUNTAIN VIEW, a California charter city and municipal corporation (“**Grantor**”), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a California charter city and municipal corporation (“**Grantee**”), a perpetual, non-exclusive easement appurtenant to Grantee’s separate adjoining real property for the installation, construction, operation, inspection, maintenance, repair, and replacement of water pipelines, utilities, and related appurtenances in the real property located in the City of Mountain View, County of Santa Clara, State of California, described on the attached **Exhibit A** and depicted on the attached **Exhibit B** (the “**Easement Area**”).

Grantor shall retain such rights and privileges to use the surface and subsurface of the Easement Area as are not inconsistent with this easement, subject to the following conditions, covenants, and restrictions:

1. Nature of Easement. The Easement is a perpetual easement for purposes of accessing, constructing, reconstructing, removing, replacing, maintaining, repairing, operating, inspecting, and using one or more pipelines with all necessary braces, connections, valves, outlets, fastenings, and other appliances and fixtures (collectively the “**Facilities**”) in, under, and across the Easement Area. The Easement includes the right of ingress and egress to the Easement Area across adjacent lands of Grantor over any available roadways, or such routes as

may be agreed upon by Grantor and Grantee, to the extent Grantor has rights to grant such rights, and to the extent necessary for the convenience of Grantee in the enjoyment of its rights under this Deed. Grantee's rights under this Deed may be exercised by Grantee's agents, contractors, subcontractors, suppliers, consultants, employees, licensees, invitees, or representatives, or by other authorized persons acting for or on behalf of Grantee.

2. Subject to Superior and Prior and Existing Rights.

(a) The rights granted by this Deed are expressly subordinate to the rights of Grantor to use the surface of the Grantor's Property as a public road and for all other municipal purposes, including, without limitation, and at Grantor's sole and absolute discretion, the right to construct, reconstruct, install, operate, maintain, repair, and pave roadways, curbs, gutters, and sidewalks. Grantor also reserves the right to use the subsurface of the Grantor's Property for the installation, operation, maintenance, repair, or replacement of public utilities, including pipes, cables, manholes, or other infrastructure typically required for utility lines; provided, however, that such installation, operation, maintenance, repair, or replacement shall not require Grantee to relocate or remove its Facilities nor unreasonably restrict or interfere with Grantee's rights to access, construct, reconstruct, remove, replace, maintain, repair, operate, inspect, and use the Facilities. The rights granted by this Deed are also subject to any prior and existing recorded property rights of third parties, if any. Grantee shall be solely liable for the interference with any prior and existing third-party rights. Grantor reserves the right to grant, at its sole and absolute discretion, nonexclusive rights to other third parties within the Easement Area, provided that any such grants shall not require Grantee to relocate or remove its Facilities nor unreasonably restrict or interfere with Grantee's rights to access, construct, reconstruct, remove, replace, maintain, repair, operate, inspect, and use the Facilities.

(b) If Grantor or any of its agents propose or permit the installation or placement of any improvements by or on behalf of Grantor in, under, and to the Easement Area, prior to any such installation or placement: (i) Grantor shall provide, or cause to be provided, to Grantee such plans and other pertinent documents related to such proposed improvements as are reasonably requested by Grantee, at the address for Grantee set forth in Paragraph 8 below, to provide Grantee an opportunity to review and comment on the proposed improvements; (ii) Grantor shall obtain Grantee's approval of the plans and specifications for any such proposed installation or placement, which approval shall not be unreasonably withheld or delayed; and (iii) such installation or placement shall be performed in a manner that does not endanger or damage any then-existing Facilities within the Easement Area.

3. Indemnification. Grantee shall indemnify, defend, and hold Grantor harmless from and against any direct injury, loss, damage, or liability, costs, or expenses (including reasonable attorneys' fees and court costs) resulting from Grantee's use of the Easement Area, except to the extent attributable to the negligent or intentional act or omission of Grantor or its agents.

4. Notification. Grantor and Grantee, and their respective agents and contractors, shall not perform, nor permit any person or entity to perform, any excavation work on or about the Easement Area without giving at least thirty (30) days' written notice to the other party in the manner required by Paragraph 9 of this Deed (except in emergencies, where each shall give prompt written notice).

5. **Requirement for Excavation Permit.** As a condition of this Deed, Grantee shall secure an excavation permit from Grantor, acting in its ministerial capacity, for all maintenance activities requiring excavation and Grantee shall abide by the terms and conditions of any such permit.

6. **No Structures.** Grantor shall not do or allow anything in, on, under, or about the Easement Area that could cause damage or interference to the Facilities. Without limiting the foregoing, Grantor agrees that, without Grantee's prior, written consent: (a) except as permitted by Paragraph 2 above, no structures of any kind or character shall be constructed or placed on the Easement Area; (b) except as permitted by Paragraph 2 above, no excavation shall occur on the Easement Area; and (c) no trees or other vegetation that fails to comply with the San Francisco Public Utility Commission's Vegetation Management Policy (as it may be amended from time to time) shall be planted or maintained on the Easement Area. Neither Grantor nor Grantee shall cause or permit the dumping or other disposal on or about the Easement Area of refuse, hazardous materials, or other materials that are unsightly or could pose a danger to human health or safety or to the environment.

7. **Run with the Land.** The provisions, covenants, conditions, and easement provided in this Agreement shall be covenants running with the land pursuant to California Civil Code Sections 1468 and 1471 and shall burden and benefit every person having an interest in the Easement Area. Any reference to Grantor in this Deed shall include Grantor's agents and all successor owners of all or any part of the Easement Area.

8. **Notices.** Notices and other deliveries pursuant to this Deed may be delivered by private messenger service, mail, overnight courier, or delivery service. Any notice or document required or permitted to be delivered by either party shall be in writing and shall be deemed to be given on the date received by, or on the date receipt was refused by the party; provided, however, that all notices and documents: (a) mailed to a party in the United States Mail, postage prepaid, certified mail, return receipt requested, shall be deemed to have been received five (5) postal days after mailing; or (b) delivered by a nationally recognized overnight courier or delivery service shall be deemed received the next business day after deposit with a nationally recognized overnight courier or delivery service for overnight delivery. For all purposes the address of the parties shall be the following, unless otherwise changed by the party by notice to the other as provided in this subparagraph:

To GRANTOR: City Manager
City of Mountain View
500 Castro Street
P.O. Box 7540
Mountain View, California 94039-7540

With a copy to: Public Works Director
City of Mountain View
500 Castro Street
P.O. Box 7540
Mountain View, California 94039-7540

To GRANTEE: General Manager
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 13th Floor
San Francisco, California 94102

With a copy to: Real Estate Director
Real Estate Services Division
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 10th Floor
San Francisco, California 94102
RES@sfgwater.org

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

9. Miscellaneous.

(a) **Entire Agreement.** This Deed is the final expression of and contains the entire agreement between the parties with respect to the matters addressed in this Deed and supersedes all prior understandings with respect to such matters. This Deed may not be modified, changed, supplemented, or terminated, nor may any obligations under this Deed be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted in this Deed. The parties do not intend to confer any benefit under this Deed on any person, firm, or corporation other than the parties to this Deed.

(b) **Partial Invalidity.** If any term or provision of this Deed, or the application thereof, to any person or circumstance shall be invalid or unenforceable, to any extent, the remainder of this Deed, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Deed shall be valid and enforced to the fullest extent permitted by law.

(c) **Waivers.** No waiver of any breach of any covenant or provision of this Deed shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision of this Deed. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

(d) **Governing Law; Consent to Jurisdiction.** The parties to this Deed acknowledge that this Deed has been negotiated and entered into in the State of California and expressly agree that this Deed shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. Any legal action or proceeding brought by either party and arising from or in connection with this Deed or any breach of this Deed shall be brought in the California Superior Court for the County of Santa Clara.

Executed as of this _____ day of _____, 2019.

THE CITY OF MOUNTAIN VIEW,
a California charter city and municipal corporation

By: Audrey Parberg
Name: Daniel H. Rich *Asst. City Manager*
Its: City Manager

By: Kimberly Quinn, Sr. Asst. City Atty
Name: Jannie L. Quinn
Its: City Attorney

ACCEPTED:

CITY AND COUNTY OF SAN FRANCISCO,
a California charter city and municipal corporation,
acting by and through its Public Utilities Commission

By: _____
Harlan L. Kelly, Jr.
General Manager

SFPUC Resolution _____

Dated: _____

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____
Richard Handel, Deputy City Attorney

ACKNOWLEDGMENT

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

State of California
County of Santa Clara

On April 17, 2019 before me, Lisa Natusch, City Clerk, personally appeared Audrey Seymour Ramberg, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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)

Lisa Natusch, City Clerk
City of Mountain View
Government Code §40814

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed dated _____ from the first part to the City and County of San Francisco, is hereby accepted pursuant to Board of Supervisors' Resolution No. _____, approved _____, 201__, and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____, 2019

By: _____
Andrico Penick, Director of Property

EXHIBIT A TO
EASEMENT DEED

[Legal Description of Easement]

April 01, 2013

Exhibit "A"
LEGAL DESCRIPTION
Crisanto Ave. Crossing

All that real property situate in the County of Santa Clara, State of California, being a portion of Crisanto Avenue, and being more particularly described as follows:

BEGINNING at the most northerly corner of the parcel described in the deed to the City and County of San Francisco recorded in Book 1936, Page 385 Official Records of Santa Clara County, State of California, said parcel being known to the City and County of San Francisco as parcel number 208-A, Bay Division Pipe Line Right-of-Way (numbers 3 & 4);

thence along the westerly line of said parcel known to the City and County of San Francisco as parcel number 208-A, extended northerly across Crisanto Ave. North 26°17'00" East, 40.00 feet to the southerly line of the lands of the Peninsula Corridor Joint Powers Board;

thence along said southerly line, South 63°30'15" East, 80.00 feet to the easterly line of said parcel 208-A extended northerly across Crisanto Ave.;


thence South 26°17'00" West, 40.00 feet, along the easterly line extended of said parcel 208-A;

thence along the northeasterly line of said parcel 208-A, North 63°30'15" West, 80.00 feet to the **POINT OF BEGINNING.**

Containing 3,200 square feet, more or less.

A plat showing the above-described parcel 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.


Tony E. Durkee, PLS5773



END OF DESCRIPTION

Page 1 of 1

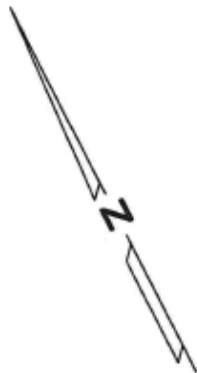
Exh. A

EXHIBIT B TO
EASEMENT DEED

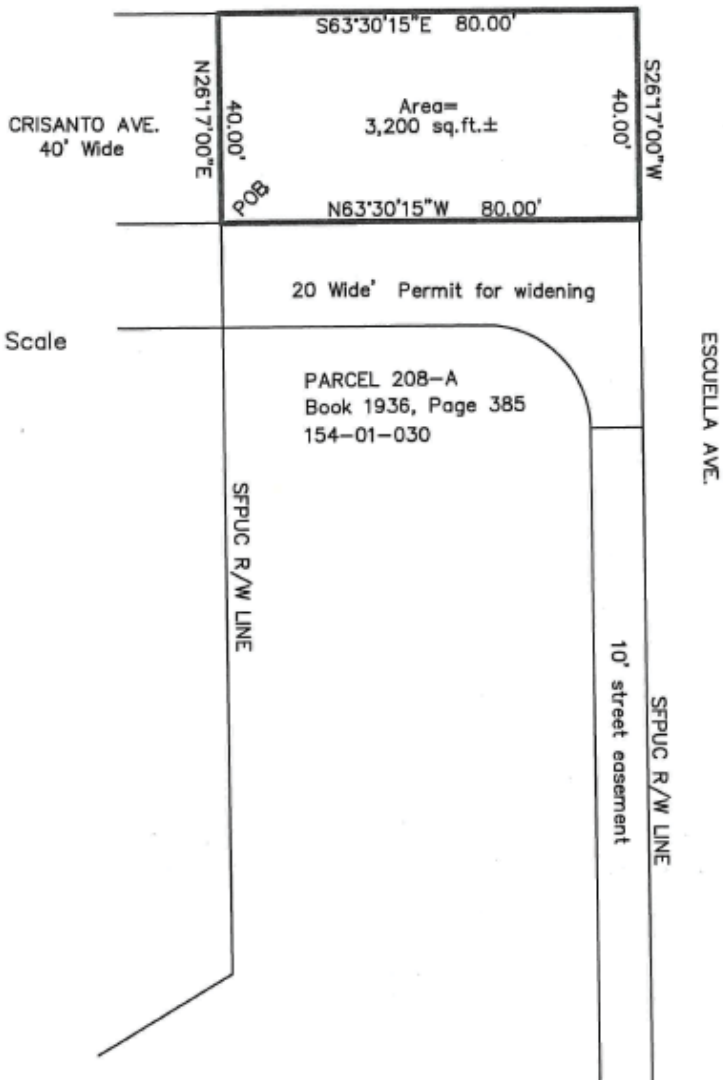
[Depiction of the Easement Area]

Exhibit "B"

154-02-054
Lands of Peninsula Corridor Joint Powers Board



Not to Scale



Crisanto Ave.dwg 01-28-2013
Revised 04/01/2013

| |
|---|
| City and County of San Francisco Public Utilities Commission Real Estate Services |
| CRISANTO AVE. CROSSING |
| City of Mountain View, Santa Clara County |

EXHIBIT I-2

Form of Easement Deed for Fayette Drive Street Crossing Parcel

[see attached]

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

With a copy to:

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

and

City of Mountain View
Attn: City Clerk
500 Castro Street
Mountain View, California 94041

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

No Situs (Public Streets)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EASEMENT DEED
(Fayette Drive Crossing)

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF MOUNTAIN VIEW, a California charter city and municipal corporation (“**Grantor**”), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a California charter city and municipal corporation (“**Grantee**”), a perpetual, non-exclusive easement appurtenant to Grantee’s separate adjoining real property for the installation, construction, operation, inspection, maintenance, repair, and replacement of water pipelines, utilities, and related appurtenances in the real property located in the City of Mountain View, County of Santa Clara, State of California, described on the attached **Exhibit A** and depicted on the attached **Exhibit B** (the “**Easement Area**”).

Grantor shall retain such rights and privileges to use the surface and subsurface of the Easement Area as are not inconsistent with this easement, subject to the following conditions, covenants, and restrictions:

1. Nature of Easement. The Easement is a perpetual easement for purposes of accessing, constructing, reconstructing, removing, replacing, maintaining, repairing, operating, inspecting, and using one or more pipelines with all necessary braces, connections, valves, outlets, fastenings, and other appliances and fixtures (collectively the “**Facilities**”) in, under, and across the Easement Area. The Easement includes the right of ingress and egress to the Easement Area across adjacent lands of Grantor over any available roadways, or such routes as

may be agreed upon by Grantor and Grantee, to the extent Grantor has rights to grant such rights, and to the extent necessary for the convenience of Grantee in the enjoyment of its rights under this Deed. Grantee's rights under this Deed may be exercised by Grantee's agents, contractors, subcontractors, suppliers, consultants, employees, licensees, invitees, or representatives, or by other authorized persons acting for or on behalf of Grantee.

2. Subject to Superior and Prior and Existing Rights.

(a) The rights granted by this Deed are expressly subordinate to the rights of Grantor to use the surface of the Grantor's Property as a public road and for all other municipal purposes, including, without limitation, and at Grantor's sole and absolute discretion, the right to construct, reconstruct, install, operate, maintain, repair, and pave roadways, curbs, gutters, and sidewalks. Grantor also reserves the right to use the subsurface of the Grantor's Property for the installation, operation, maintenance, repair, or replacement of public utilities, including pipes, cables, manholes, or other infrastructure typically required for utility lines; provided, however, that such installation, operation, maintenance, repair, or replacement shall not require Grantee to relocate or remove its Facilities nor unreasonably restrict or interfere with Grantee's rights to access, construct, reconstruct, remove, replace, maintain, repair, operate, inspect, and use the Facilities. The rights granted by this Deed are also subject to any prior and existing recorded property rights of third parties, if any. Grantee shall be solely liable for the interference with any prior and existing third-party rights. Grantor reserves the right to grant, at its sole and absolute discretion, nonexclusive rights to other third parties within the Easement Area, provided that any such grants shall not require Grantee to relocate or remove its Facilities nor unreasonably restrict or interfere with Grantee's rights to access, construct, reconstruct, remove, replace, maintain, repair, operate, inspect, and use the Facilities.

(b) If Grantor or any of its agents propose or permit the installation or placement of any improvements by or on behalf of Grantor in, under, and to the Easement Area, prior to any such installation or placement: (i) Grantor shall provide, or cause to be provided, to Grantee such plans and other pertinent documents related to such proposed improvements as are reasonably requested by Grantee, at the address for Grantee set forth in Paragraph 8 below, to provide Grantee an opportunity to review and comment on the proposed improvements; (ii) Grantor shall obtain Grantee's approval of the plans and specifications for any such proposed installation or placement, which approval shall not be unreasonably withheld or delayed; and (iii) such installation or placement shall be performed in a manner that does not endanger or damage any then-existing Facilities within the Easement Area.

3. Indemnification. Grantee shall indemnify, defend, and hold Grantor harmless from and against any direct injury, loss, damage, or liability, costs, or expenses (including reasonable attorneys' fees and court costs) resulting from Grantee's use of the Easement Area, except to the extent attributable to the negligent or intentional act or omission of Grantor or its agents.

4. Notification. Grantor and Grantee, and their respective agents and contractors, shall not perform, nor permit any person or entity to perform, any excavation work on or about the Easement Area without giving at least thirty (30) days' written notice to the other party in the manner required by Paragraph 9 of this Deed (except in emergencies, where each shall give prompt written notice).

5. **Requirement for Excavation Permit.** As a condition of this Deed, Grantee shall secure an excavation permit from Grantor, acting in its ministerial capacity, for all maintenance activities requiring excavation and Grantee shall abide by the terms and conditions of any such permit.

6. **No Structures.** Grantor shall not do or allow anything in, on, under, or about the Easement Area that could cause damage or interference to the Facilities. Without limiting the foregoing, Grantor agrees that, without Grantee's prior, written consent: (a) except as permitted by Paragraph 2 above, no structures of any kind or character shall be constructed or placed on the Easement Area; (b) except as permitted by Paragraph 2 above, no excavation shall occur on the Easement Area; and (c) no trees or other vegetation that fails to comply with the San Francisco Public Utility Commission's Vegetation Management Policy (as it may be amended from time to time) shall be planted or maintained on the Easement Area. Neither Grantor nor Grantee shall cause or permit the dumping or other disposal on or about the Easement Area of refuse, hazardous materials, or other materials that are unsightly or could pose a danger to human health or safety or to the environment.

7. **Run with the Land.** The provisions, covenants, conditions, and easement provided in this Agreement shall be covenants running with the land pursuant to California Civil Code Sections 1468 and 1471 and shall burden and benefit every person having an interest in the Easement Area. Any reference to Grantor in this Deed shall include Grantor's agents and all successor owners of all or any part of the Easement Area.

8. **Notices.** Notices and other deliveries pursuant to this Deed may be delivered by private messenger service, mail, overnight courier, or delivery service. Any notice or document required or permitted to be delivered by either party shall be in writing and shall be deemed to be given on the date received by, or on the date receipt was refused by the party; provided, however, that all notices and documents: (a) mailed to a party in the United States Mail, postage prepaid, certified mail, return receipt requested, shall be deemed to have been received five (5) postal days after mailing; or (b) delivered by a nationally recognized overnight courier or delivery service shall be deemed received the next business day after deposit with a nationally recognized overnight courier or delivery service for overnight delivery. For all purposes the address of the parties shall be the following, unless otherwise changed by the party by notice to the other as provided in this subparagraph:

To GRANTOR: City Manager
City of Mountain View
500 Castro Street
P.O. Box 7540
Mountain View, California 94039-7540

With a copy to: Public Works Director
City of Mountain View
500 Castro Street
P.O. Box 7540
Mountain View, California 94039-7540

To GRANTEE: General Manager
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 13th Floor
San Francisco, California 94102

With a copy to: Real Estate Director
Real Estate Services Division
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 10th Floor
San Francisco, California 94102
RES@sfwater.org

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

9. Miscellaneous.

(a) **Entire Agreement.** This Deed is the final expression of and contains the entire agreement between the parties with respect to the matters addressed in this Deed and supersedes all prior understandings with respect to such matters. This Deed may not be modified, changed, supplemented, or terminated, nor may any obligations under this Deed be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted in this Deed. The parties do not intend to confer any benefit under this Deed on any person, firm, or corporation other than the parties to this Deed.

(b) **Partial Invalidity.** If any term or provision of this Deed, or the application thereof, to any person or circumstance shall be invalid or unenforceable, to any extent, the remainder of this Deed, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Deed shall be valid and enforced to the fullest extent permitted by law.

(c) **Waivers.** No waiver of any breach of any covenant or provision of this Deed shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision of this Deed. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

(d) **Governing Law; Consent to Jurisdiction.** The parties to this Deed acknowledge that this Deed has been negotiated and entered into in the State of California and expressly agree that this Deed shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. Any legal action or proceeding brought by either party and arising from or in connection with this Deed or any breach of this Deed shall be brought in the California Superior Court for the County of Santa Clara.

Executed as of this _____ day of _____, 2019.

THE CITY OF MOUNTAIN VIEW,
a California charter city and municipal corporation

By: *[Signature]*
Name: Daniel H. Rich *Asst. City Manager*
Its: City Manager

By: *[Signature]*
Name: Jannie L. Quinn *Sr. Asst. City Atty.*
Its: City Attorney

ACCEPTED:

CITY AND COUNTY OF SAN FRANCISCO,
a California charter city and municipal corporation,
acting by and through its Public Utilities Commission

By: _____
Harlan L. Kelly, Jr.
General Manager

SFPUC Resolution _____

Dated: _____

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____
Richard Handel, Deputy City Attorney

ACKNOWLEDGMENT

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

State of California
County of Santa Clara

On April 17, 2019 before me, Lisa Natusch, City Clerk, personally appeared Audrey Seymour Ramberg, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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)

Lisa Natusch, City Clerk
City of Mountain View
Government Code §40814

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed dated _____ from the first part to the City and County of San Francisco, is hereby accepted pursuant to Board of Supervisors' Resolution No. _____, approved _____, 201__, and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____, 2019

By: _____
Andrico Penick, Director of Property

EXHIBIT A TO
EASEMENT DEED

[Legal Description of Easement]

April 03, 2013

Exhibit "A"
LEGAL DESCRIPTION
Fayette Drive. Crossing

All that real property situate in the County of Santa Clara, State of California, being a portion of Fayette Drive, and being more particularly described as follows:

BEGINNING at the most northerly corner of the parcel described in the deed to the City and County of San Francisco recorded in Book 1890, Page 223 Official Records of Santa Clara County, State of California, said parcel being known to the City and County of San Francisco as parcel number 227, Bay Division Pipe Line Right-of-Way (numbers 3 & 4);

thence North $44^{\circ}08'58''$ East, 50.24 feet to the most westerly corner of the parcel described in deed to the City and County of San Francisco recorded February 3, 1950 in Book 1921, Page 256 Official Records of Santa Clara County, State of California, said parcel being known to the City and County of San Francisco as parcel number 225, Bay Division Pipe Line Right-of-Way (numbers 3 & 4);

thence South $51^{\circ}25'00''$ East, 80.38 feet ;

thence South $44^{\circ}08'58''$ West, 50.24 feet to the most easterly corner of said parcel 227;

thence along the northeasterly line of said parcel 227, North $51^{\circ}25'00''$ West, 80.38 feet to the **POINT OF BEGINNING.**

Containing 4,019 square feet, more or less.

A plat showing the above-described parcel 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.

Tony E. Durkee
Tony E. Durkee, PLS5773



END OF DESCRIPTION

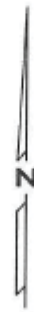
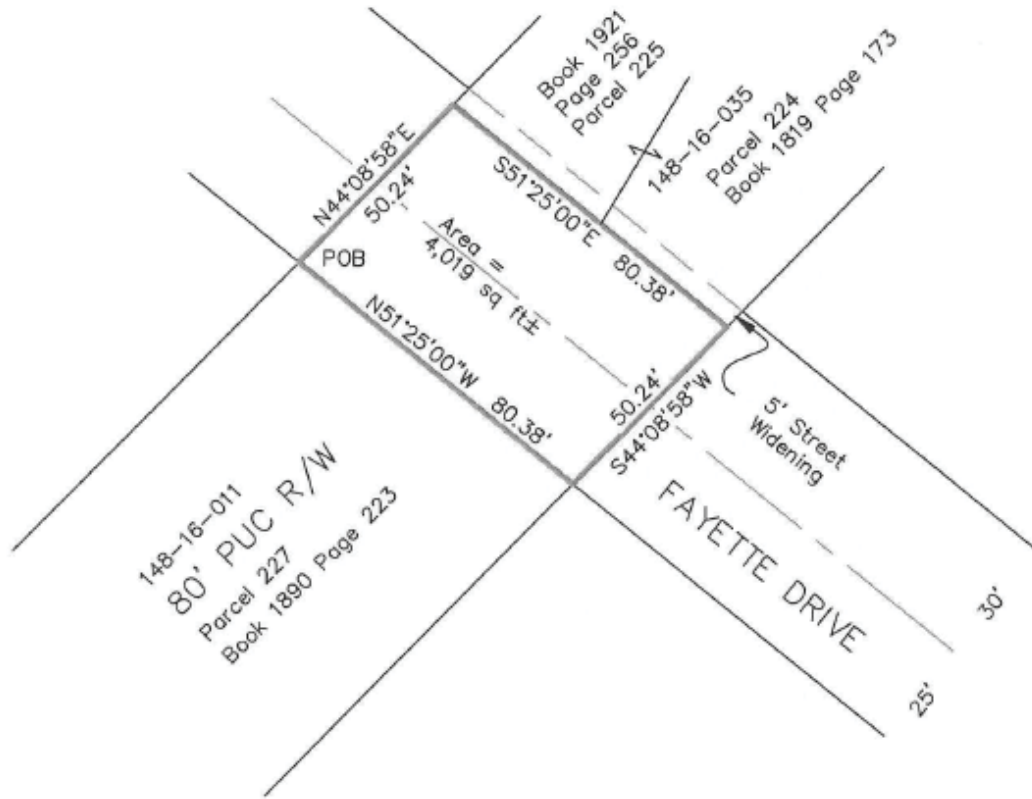
Page 1 of 1

Exh. A

EXHIBIT B TO
EASEMENT DEED

[Depiction of the Easement Area]

Exhibit "B"



Not to Scale

Fayette.dwg 02/06/2013
Revised 04/03/2013

| | |
|---|--------------------|
| City and County of San Francisco Public Utilities Commission Real Estate Services | |
| Fayette Drive Crossing | |
| City of Mountain View | Santa Clara County |

EXHIBIT I-3

Form of Easement Deed for Moffett Boulevard Street Crossing Parcel

[see attached]

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

With a copy to:

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

and

City of Mountain View
Attn: City Clerk
500 Castro Street
Mountain View, California 94041

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

No Situs (Public Streets)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EASEMENT DEED
(Moffett Blvd. Crossing)

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF MOUNTAIN VIEW, a California charter city and municipal corporation (“**Grantor**”), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a California charter city and municipal corporation (“**Grantee**”), a perpetual, non-exclusive easement appurtenant to Grantee’s separate adjoining real property for the installation, construction, operation, inspection, maintenance, repair, and replacement of water pipelines, utilities, and related appurtenances in the real property located in the City of Mountain View, County of Santa Clara, State of California, described on the attached **Exhibit A** and depicted on the attached **Exhibit B** (the “**Easement Area**”).

Grantor shall retain such rights and privileges to use the surface and subsurface of the Easement Area as are not inconsistent with this easement, subject to the following conditions, covenants, and restrictions:

1. Nature of Easement. The Easement is a perpetual easement for purposes of accessing, constructing, reconstructing, removing, replacing, maintaining, repairing, operating, inspecting, and using one or more pipelines with all necessary braces, connections, valves, outlets, fastenings, and other appliances and fixtures (collectively the “**Facilities**”) in, under, and across the Easement Area. The Easement includes the right of ingress and egress to the Easement Area across adjacent lands of Grantor over any available roadways, or such routes as

may be agreed upon by Grantor and Grantee, to the extent Grantor has rights to grant such rights, and to the extent necessary for the convenience of Grantee in the enjoyment of its rights under this Deed. Grantee's rights under this Deed may be exercised by Grantee's agents, contractors, subcontractors, suppliers, consultants, employees, licensees, invitees, or representatives, or by other authorized persons acting for or on behalf of Grantee.

2. Subject to Superior and Prior and Existing Rights.

(a) The rights granted by this Deed are expressly subordinate to the rights of Grantor to use the surface of the Grantor's Property as a public road and for all other municipal purposes, including, without limitation, and at Grantor's sole and absolute discretion, the right to construct, reconstruct, install, operate, maintain, repair, and pave roadways, curbs, gutters, and sidewalks. Grantor also reserves the right to use the subsurface of the Grantor's Property for the installation, operation, maintenance, repair, or replacement of public utilities, including pipes, cables, manholes, or other infrastructure typically required for utility lines; provided, however, that such installation, operation, maintenance, repair, or replacement shall not require Grantee to relocate or remove its Facilities nor unreasonably restrict or interfere with Grantee's rights to access, construct, reconstruct, remove, replace, maintain, repair, operate, inspect, and use the Facilities. The rights granted by this Deed are also subject to any prior and existing recorded property rights of third parties, if any. Grantee shall be solely liable for the interference with any prior and existing third-party rights. Grantor reserves the right to grant, at its sole and absolute discretion, nonexclusive rights to other third parties within the Easement Area, provided that any such grants shall not require Grantee to relocate or remove its Facilities nor unreasonably restrict or interfere with Grantee's rights to access, construct, reconstruct, remove, replace, maintain, repair, operate, inspect, and use the Facilities.

(b) If Grantor or any of its agents propose or permit the installation or placement of any improvements by or on behalf of Grantor in, under, and to the Easement Area, prior to any such installation or placement: (i) Grantor shall provide, or cause to be provided, to Grantee such plans and other pertinent documents related to such proposed improvements as are reasonably requested by Grantee, at the address for Grantee set forth in Paragraph 8 below, to provide Grantee an opportunity to review and comment on the proposed improvements; (ii) Grantor shall obtain Grantee's approval of the plans and specifications for any such proposed installation or placement, which approval shall not be unreasonably withheld or delayed; and (iii) such installation or placement shall be performed in a manner that does not endanger or damage any then-existing Facilities within the Easement Area.

3. Indemnification. Grantee shall indemnify, defend, and hold Grantor harmless from and against any direct injury, loss, damage, or liability, costs, or expenses (including reasonable attorneys' fees and court costs) resulting from Grantee's use of the Easement Area, except to the extent attributable to the negligent or intentional act or omission of Grantor or its agents.

4. Notification. Grantor and Grantee, and their respective agents and contractors, shall not perform, nor permit any person or entity to perform, any excavation work on or about the Easement Area without giving at least thirty (30) days' written notice to the other party in the manner required by Paragraph 9 of this Deed (except in emergencies, where each shall give prompt written notice).

5. **Requirement for Excavation Permit.** As a condition of this Deed, Grantee shall secure an excavation permit from Grantor, acting in its ministerial capacity, for all maintenance activities requiring excavation and Grantee shall abide by the terms and conditions of any such permit.

6. **No Structures.** Grantor shall not do or allow anything in, on, under, or about the Easement Area that could cause damage or interference to the Facilities. Without limiting the foregoing, Grantor agrees that, without Grantee's prior, written consent: (a) except as permitted by Paragraph 2 above, no structures of any kind or character shall be constructed or placed on the Easement Area; (b) except as permitted by Paragraph 2 above, no excavation shall occur on the Easement Area; and (c) no trees or other vegetation that fails to comply with the San Francisco Public Utility Commission's Vegetation Management Policy (as it may be amended from time to time) shall be planted or maintained on the Easement Area. Neither Grantor nor Grantee shall cause or permit the dumping or other disposal on or about the Easement Area of refuse, hazardous materials, or other materials that are unsightly or could pose a danger to human health or safety or to the environment.

7. **Run with the Land.** The provisions, covenants, conditions, and easement provided in this Agreement shall be covenants running with the land pursuant to California Civil Code Sections 1468 and 1471 and shall burden and benefit every person having an interest in the Easement Area. Any reference to Grantor in this Deed shall include Grantor's agents and all successor owners of all or any part of the Easement Area.

8. **Notices.** Notices and other deliveries pursuant to this Deed may be delivered by private messenger service, mail, overnight courier, or delivery service. Any notice or document required or permitted to be delivered by either party shall be in writing and shall be deemed to be given on the date received by, or on the date receipt was refused by the party; provided, however, that all notices and documents: (a) mailed to a party in the United States Mail, postage prepaid, certified mail, return receipt requested, shall be deemed to have been received five (5) postal days after mailing; or (b) delivered by a nationally recognized overnight courier or delivery service shall be deemed received the next business day after deposit with a nationally recognized overnight courier or delivery service for overnight delivery. For all purposes the address of the parties shall be the following, unless otherwise changed by the party by notice to the other as provided in this subparagraph:

To GRANTOR: City Manager
City of Mountain View
500 Castro Street
P.O. Box 7540
Mountain View, California 94039-7540

With a copy to: Public Works Director
City of Mountain View
500 Castro Street
P.O. Box 7540
Mountain View, California 94039-7540

To GRANTEE: General Manager
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 13th Floor
San Francisco, California 94102

With a copy to: Real Estate Director
Real Estate Services Division
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 10th Floor
San Francisco, California 94102
RES@sfwater.org

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

9. Miscellaneous.

(a) **Entire Agreement.** This Deed is the final expression of and contains the entire agreement between the parties with respect to the matters addressed in this Deed and supersedes all prior understandings with respect to such matters. This Deed may not be modified, changed, supplemented, or terminated, nor may any obligations under this Deed be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted in this Deed. The parties do not intend to confer any benefit under this Deed on any person, firm, or corporation other than the parties to this Deed.

(b) **Partial Invalidity.** If any term or provision of this Deed, or the application thereof, to any person or circumstance shall be invalid or unenforceable, to any extent, the remainder of this Deed, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Deed shall be valid and enforced to the fullest extent permitted by law.

(c) **Waivers.** No waiver of any breach of any covenant or provision of this Deed shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision of this Deed. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

(d) **Governing Law; Consent to Jurisdiction.** The parties to this Deed acknowledge that this Deed has been negotiated and entered into in the State of California and expressly agree that this Deed shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. Any legal action or proceeding brought by either party and arising from or in connection with this Deed or any breach of this Deed shall be brought in the California Superior Court for the County of Santa Clara.

Executed as of this _____ day of _____, 2019.

THE CITY OF MOUNTAIN VIEW,
a California charter city and municipal corporation

By: *Andrew Rosenberg*
Name: *for* Daniel H. Rich *Asst. City Manager*
Its: City Manager

By: *Kurtz Unger, Sr. Asst. City Atty.*
for Name: Jannie L. Quinn
Its: City Attorney

ACCEPTED:

CITY AND COUNTY OF SAN FRANCISCO,
a California charter city and municipal corporation,
acting by and through its Public Utilities Commission

By: _____
Harlan L. Kelly, Jr.
General Manager

SFPUC Resolution _____

Dated: _____

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____
Richard Handel, Deputy City Attorney

ACKNOWLEDGMENT

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

State of California
County of Santa Clara

On April 17, 2019 before me, Lisa Natusch, City Clerk, personally appeared Audrey Seymour Ramberg, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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)

Lisa Natusch, City Clerk
City of Mountain View
Government Code §40814

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed dated _____ from the first part to the City and County of San Francisco, is hereby accepted pursuant to Board of Supervisors' Resolution No. _____, approved _____, 201__, and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____, 2019

By: _____
Andrico Penick, Director of Property

EXHIBIT A TO
EASEMENT DEED

[Legal Description of Easement]

April 03, 2013

Exhibit "A"
LEGAL DESCRIPTION
Moffett Blvd. Crossing

All that real property situate in the County of Santa Clara, State of California, being a portion of Moffett Boulevard, and being more particularly described as follows:

BEGINNING at a point in the easterly corner of the parcel described in that certain deed to City and County of San Francisco recorded in Book 3897, Page 271 Official Records of Santa Clara County, State of California, said parcel being known to the City and County of San Francisco as parcel number 198-A, Bay Division Pipe Line Right-of-Way (numbers 3 & 4);

thence North $78^{\circ}40'05''$ East, 126.21 feet to the northwesterly corner of the parcel described in that certain deed to City and County of San Francisco recorded January 11, 1959 in Book 4446, Page 111 Official Records of Santa Clara County, State of California, said parcel being known to the City and County of San Francisco as parcel number 196-A, Bay Division Pipe Line Right-of-Way (numbers 3 & 4);

thence South $47^{\circ}11'05''$ West, 153.18 feet, to the most westerly corner of said parcel number 196-A;

thence South $78^{\circ}40'05''$ West, 69.40 feet along the southerly line of said parcel number 196-A extended;

thence North $77^{\circ}19'55''$ West, 36.01 feet to the southerly corner of the parcel described in that certain deed to the City and County of San Francisco recorded October 28, 1954 in Book 2994, Page 257 Official Records of Santa Clara County, State of California, said parcel being known to the City and County of San Francisco as parcel number 199-B, Bay Division Pipe Line Right-of-Way (numbers 3 & 4);

thence North $47^{\circ}11'05''$ East, 125.14 feet to the **POINT OF BEGINNING**.

Containing 9,681 square feet, more or less.

A plat showing the above-described parcel 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.


Tony E. Durkee, PLS5773



END OF DESCRIPTION

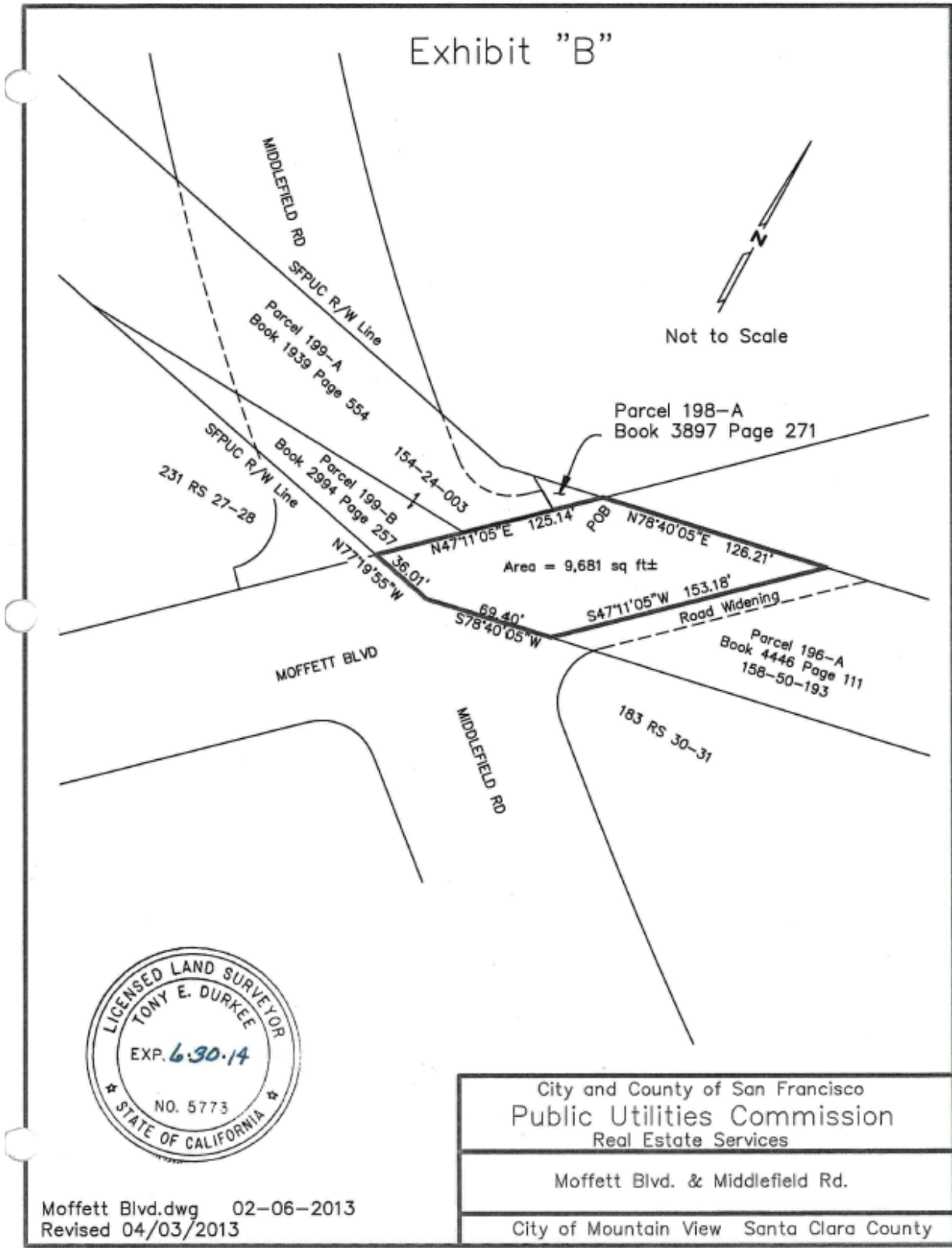
Page 1 of 1

Exh. A

EXHIBIT B TO
EASEMENT DEED

[Depiction of the Easement Area]

Exhibit "B"



| |
|---|
| City and County of San Francisco Public Utilities Commission Real Estate Services |
| Moffett Blvd. & Middlefield Rd. |
| City of Mountain View Santa Clara County |

Moffett Blvd.dwg 02-06-2013
Revised 04/03/2013

EXHIBIT I-4

Form of Easement Deed for Ortega Avenue Street Crossing Parcel

[see attached]

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

With a copy to:

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

and

City of Mountain View
Attn: City Clerk
500 Castro Street
Mountain View, California 94041

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

No Situs (Public Streets)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EASEMENT DEED
(Ortega Avenue Crossing)

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF MOUNTAIN VIEW, a California charter city and municipal corporation (“**Grantor**”), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a California charter city and municipal corporation (“**Grantee**”), a perpetual, non-exclusive easement appurtenant to Grantee’s separate adjoining real property for the installation, construction, operation, inspection, maintenance, repair, and replacement of water pipelines, utilities, and related appurtenances in the real property located in the City of Mountain View, County of Santa Clara, State of California, described on the attached **Exhibit A** and depicted on the attached **Exhibit B** (the “**Easement Area**”).

Grantor shall retain such rights and privileges to use the surface and subsurface of the Easement Area as are not inconsistent with this easement, subject to the following conditions, covenants, and restrictions:

1. Nature of Easement. The Easement is a perpetual easement for purposes of accessing, constructing, reconstructing, removing, replacing, maintaining, repairing, operating, inspecting, and using one or more pipelines with all necessary braces, connections, valves, outlets, fastenings, and other appliances and fixtures (collectively the “**Facilities**”) in, under, and across the Easement Area. The Easement includes the right of ingress and egress to the Easement Area across adjacent lands of Grantor over any available roadways, or such routes as

may be agreed upon by Grantor and Grantee, to the extent Grantor has rights to grant such rights, and to the extent necessary for the convenience of Grantee in the enjoyment of its rights under this Deed. Grantee's rights under this Deed may be exercised by Grantee's agents, contractors, subcontractors, suppliers, consultants, employees, licensees, invitees, or representatives, or by other authorized persons acting for or on behalf of Grantee.

2. Subject to Superior and Prior and Existing Rights.

(a) The rights granted by this Deed are expressly subordinate to the rights of Grantor to use the surface of the Grantor's Property as a public road and for all other municipal purposes, including, without limitation, and at Grantor's sole and absolute discretion, the right to construct, reconstruct, install, operate, maintain, repair, and pave roadways, curbs, gutters, and sidewalks. Grantor also reserves the right to use the subsurface of the Grantor's Property for the installation, operation, maintenance, repair, or replacement of public utilities, including pipes, cables, manholes, or other infrastructure typically required for utility lines; provided, however, that such installation, operation, maintenance, repair, or replacement shall not require Grantee to relocate or remove its Facilities nor unreasonably restrict or interfere with Grantee's rights to access, construct, reconstruct, remove, replace, maintain, repair, operate, inspect, and use the Facilities. The rights granted by this Deed are also subject to any prior and existing recorded property rights of third parties, if any. Grantee shall be solely liable for the interference with any prior and existing third-party rights. Grantor reserves the right to grant, at its sole and absolute discretion, nonexclusive rights to other third parties within the Easement Area, provided that any such grants shall not require Grantee to relocate or remove its Facilities nor unreasonably restrict or interfere with Grantee's rights to access, construct, reconstruct, remove, replace, maintain, repair, operate, inspect, and use the Facilities.

(b) If Grantor or any of its agents propose or permit the installation or placement of any improvements by or on behalf of Grantor in, under, and to the Easement Area, prior to any such installation or placement: (i) Grantor shall provide, or cause to be provided, to Grantee such plans and other pertinent documents related to such proposed improvements as are reasonably requested by Grantee, at the address for Grantee set forth in Paragraph 8 below, to provide Grantee an opportunity to review and comment on the proposed improvements; (ii) Grantor shall obtain Grantee's approval of the plans and specifications for any such proposed installation or placement, which approval shall not be unreasonably withheld or delayed; and (iii) such installation or placement shall be performed in a manner that does not endanger or damage any then-existing Facilities within the Easement Area.

3. Indemnification. Grantee shall indemnify, defend, and hold Grantor harmless from and against any direct injury, loss, damage, or liability, costs, or expenses (including reasonable attorneys' fees and court costs) resulting from Grantee's use of the Easement Area, except to the extent attributable to the negligent or intentional act or omission of Grantor or its agents.

4. Notification. Grantor and Grantee, and their respective agents and contractors, shall not perform, nor permit any person or entity to perform, any excavation work on or about the Easement Area without giving at least thirty (30) days' written notice to the other party in the manner required by Paragraph 9 of this Deed (except in emergencies, where each shall give prompt written notice).

5. **Requirement for Excavation Permit.** As a condition of this Deed, Grantee shall secure an excavation permit from Grantor, acting in its ministerial capacity, for all maintenance activities requiring excavation and Grantee shall abide by the terms and conditions of any such permit.

6. **No Structures.** Grantor shall not do or allow anything in, on, under, or about the Easement Area that could cause damage or interference to the Facilities. Without limiting the foregoing, Grantor agrees that, without Grantee's prior, written consent: (a) except as permitted by Paragraph 2 above, no structures of any kind or character shall be constructed or placed on the Easement Area; (b) except as permitted by Paragraph 2 above, no excavation shall occur on the Easement Area; and (c) no trees or other vegetation that fails to comply with the San Francisco Public Utility Commission's Vegetation Management Policy (as it may be amended from time to time) shall be planted or maintained on the Easement Area. Neither Grantor nor Grantee shall cause or permit the dumping or other disposal on or about the Easement Area of refuse, hazardous materials, or other materials that are unsightly or could pose a danger to human health or safety or to the environment.

7. **Run with the Land.** The provisions, covenants, conditions, and easement provided in this Agreement shall be covenants running with the land pursuant to California Civil Code Sections 1468 and 1471 and shall burden and benefit every person having an interest in the Easement Area. Any reference to Grantor in this Deed shall include Grantor's agents and all successor owners of all or any part of the Easement Area.

8. **Notices.** Notices and other deliveries pursuant to this Deed may be delivered by private messenger service, mail, overnight courier, or delivery service. Any notice or document required or permitted to be delivered by either party shall be in writing and shall be deemed to be given on the date received by, or on the date receipt was refused by the party; provided, however, that all notices and documents: (a) mailed to a party in the United States Mail, postage prepaid, certified mail, return receipt requested, shall be deemed to have been received five (5) postal days after mailing; or (b) delivered by a nationally recognized overnight courier or delivery service shall be deemed received the next business day after deposit with a nationally recognized overnight courier or delivery service for overnight delivery. For all purposes the address of the parties shall be the following, unless otherwise changed by the party by notice to the other as provided in this subparagraph:

To GRANTOR: City Manager
City of Mountain View
500 Castro Street
P.O. Box 7540
Mountain View, California 94039-7540

With a copy to: Public Works Director
City of Mountain View
500 Castro Street
P.O. Box 7540
Mountain View, California 94039-7540

To GRANTEE: General Manager
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 13th Floor
San Francisco, California 94102

With a copy to: Real Estate Director
Real Estate Services Division
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 10th Floor
San Francisco, California 94102
RES@sfwater.org

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

9. Miscellaneous.

(a) **Entire Agreement.** This Deed is the final expression of and contains the entire agreement between the parties with respect to the matters addressed in this Deed and supersedes all prior understandings with respect to such matters. This Deed may not be modified, changed, supplemented, or terminated, nor may any obligations under this Deed be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted in this Deed. The parties do not intend to confer any benefit under this Deed on any person, firm, or corporation other than the parties to this Deed.

(b) **Partial Invalidity.** If any term or provision of this Deed, or the application thereof, to any person or circumstance shall be invalid or unenforceable, to any extent, the remainder of this Deed, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Deed shall be valid and enforced to the fullest extent permitted by law.

(c) **Waivers.** No waiver of any breach of any covenant or provision of this Deed shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision of this Deed. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

(d) **Governing Law; Consent to Jurisdiction.** The parties to this Deed acknowledge that this Deed has been negotiated and entered into in the State of California and expressly agree that this Deed shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. Any legal action or proceeding brought by either party and arising from or in connection with this Deed or any breach of this Deed shall be brought in the California Superior Court for the County of Santa Clara.

Executed as of this _____ day of _____, 2019.

THE CITY OF MOUNTAIN VIEW,
a California charter city and municipal corporation

By: *Daniel H. Rich*
Name: *for* Daniel H. Rich *Asst. City Manager*
Its: City Manager

By: *Jannie L. Quinn*
Name: *for* Jannie L. Quinn *Sr. Asst. City Atty.*
Its: City Attorney

ACCEPTED:

CITY AND COUNTY OF SAN FRANCISCO,
a California charter city and municipal corporation,
acting by and through its Public Utilities Commission

By: _____
Harlan L. Kelly, Jr.
General Manager

SFPUC Resolution _____

Dated: _____

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____
Richard Handel, Deputy City Attorney

ACKNOWLEDGMENT

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

State of California
County of Santa Clara

On April 17, 2019 before me, Lisa Natusch, City Clerk, personally appeared Audrey Seymour Ramberg, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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)

Lisa Natusch, City Clerk
City of Mountain View
Government Code §40814

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed dated _____ from the first part to the City and County of San Francisco, is hereby accepted pursuant to Board of Supervisors' Resolution No. _____, approved _____, 201__, and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____, 2019

By: _____
Andrico Penick, Director of Property

EXHIBIT A TO
EASEMENT DEED

[Legal Description of Easement]

April 05, 2013

Exhibit "A"
LEGAL DESCRIPTION
Ortega Avenue Crossing

All that real property situate in the County of Santa Clara, State of California, being a portion of Ortega Avenue, and being more particularly described as follows:

BEGINNING at the most southerly corner of the parcel described in the deed to the City and County of San Francisco recorded October 11, 1951, in Book 2298, Page 529 Official Records of Santa Clara County, State of California, said parcel being known to the City and County of San Francisco as parcel number 216, Bay Division Pipe Line Right-of-Way (numbers 3 & 4);

thence North $26^{\circ}11'20''$ West, 80.00 feet along the southeasterly end of said parcel number 216 to the southerly line of California Street;

thence South $63^{\circ}57'10''$ East, 40.00 feet along said southerly line of California Street to the northwesterly corner of the parcel described in deed to the City and County of San Francisco recorded July 20, 1951 in Book 2252, Page 569 Official Records of Santa Clara County, State of California, said parcel being known to the City and County of San Francisco as parcel number 214, Bay Division Pipe Line Right-of-Way (numbers 3 & 4);

thence South $26^{\circ}11'20''$ West, 80.00 feet to the most westerly corner of said parcel number 214;

thence along the southerly line of said parcel number 214 extended, North $63^{\circ}57'10''$ West, 40.00 feet to the **POINT OF BEGINNING**.

Containing 3,200 square feet, more or less.

A plat showing the above-described parcel 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.


Tony E. Durkee, PLS5773



END OF DESCRIPTION

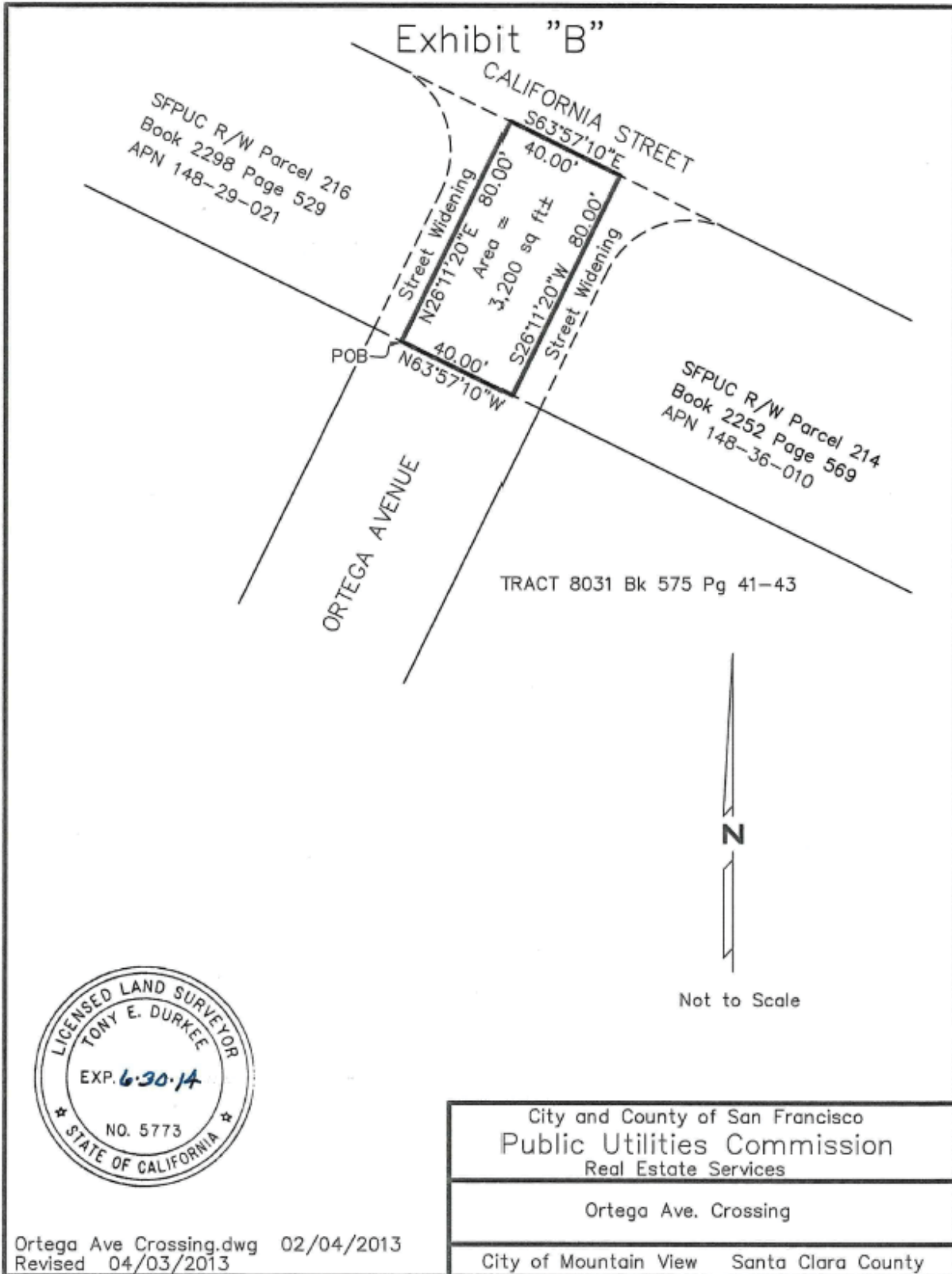
Page 1 of 1

Exh. A

EXHIBIT B TO
EASEMENT DEED

[Depiction of the Easement Area]

Exhibit "B"



SFPUC R/W Parcel 216
Book 2298 Page 529
APN 148-29-021

SFPUC R/W Parcel 214
Book 2252 Page 569
APN 148-36-010

TRACT 8031 Bk 575 Pg 41-43



Ortega Ave Crossing.dwg 02/04/2013
Revised 04/03/2013

EXHIBIT I-5

Form of Easement Deed for Rengstorff Avenue Street Crossing

[see attached]

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

With a copy to:

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

and

City of Mountain View
Attn: City Clerk
500 Castro Street
Mountain View, California 94041

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

No Situs (Public Streets)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EASEMENT DEED
(Rengstorff Avenue Crossing)

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF MOUNTAIN VIEW, a California charter city and municipal corporation (“**Grantor**”), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a California charter city and municipal corporation (“**Grantee**”), a perpetual, non-exclusive easement appurtenant to Grantee’s separate adjoining real property for the installation, construction, operation, inspection, maintenance, repair, and replacement of water pipelines, utilities, and related appurtenances in the real property located in the City of Mountain View, County of Santa Clara, State of California, described on the attached **Exhibit A** and depicted on the attached **Exhibit B** (the “**Easement Area**”).

Grantor shall retain such rights and privileges to use the surface and subsurface of the Easement Area as are not inconsistent with this easement, subject to the following conditions, covenants, and restrictions:

1. Nature of Easement. The Easement is a perpetual easement for purposes of accessing, constructing, reconstructing, removing, replacing, maintaining, repairing, operating, inspecting, and using one or more pipelines with all necessary braces, connections, valves, outlets, fastenings, and other appliances and fixtures (collectively the “**Facilities**”) in, under, and across the Easement Area. The Easement includes the right of ingress and egress to the Easement Area across adjacent lands of Grantor over any available roadways, or such routes as

may be agreed upon by Grantor and Grantee, to the extent Grantor has rights to grant such rights, and to the extent necessary for the convenience of Grantee in the enjoyment of its rights under this Deed. Grantee's rights under this Deed may be exercised by Grantee's agents, contractors, subcontractors, suppliers, consultants, employees, licensees, invitees, or representatives, or by other authorized persons acting for or on behalf of Grantee.

2. Subject to Superior and Prior and Existing Rights.

(a) The rights granted by this Deed are expressly subordinate to the rights of Grantor to use the surface of the Grantor's Property as a public road and for all other municipal purposes, including, without limitation, and at Grantor's sole and absolute discretion, the right to construct, reconstruct, install, operate, maintain, repair, and pave roadways, curbs, gutters, and sidewalks. Grantor also reserves the right to use the subsurface of the Grantor's Property for the installation, operation, maintenance, repair, or replacement of public utilities, including pipes, cables, manholes, or other infrastructure typically required for utility lines; provided, however, that such installation, operation, maintenance, repair, or replacement shall not require Grantee to relocate or remove its Facilities nor unreasonably restrict or interfere with Grantee's rights to access, construct, reconstruct, remove, replace, maintain, repair, operate, inspect, and use the Facilities. The rights granted by this Deed are also subject to any prior and existing recorded property rights of third parties, if any. Grantee shall be solely liable for the interference with any prior and existing third-party rights. Grantor reserves the right to grant, at its sole and absolute discretion, nonexclusive rights to other third parties within the Easement Area, provided that any such grants shall not require Grantee to relocate or remove its Facilities nor unreasonably restrict or interfere with Grantee's rights to access, construct, reconstruct, remove, replace, maintain, repair, operate, inspect, and use the Facilities.

(b) If Grantor or any of its agents propose or permit the installation or placement of any improvements by or on behalf of Grantor in, under, and to the Easement Area, prior to any such installation or placement: (i) Grantor shall provide, or cause to be provided, to Grantee such plans and other pertinent documents related to such proposed improvements as are reasonably requested by Grantee, at the address for Grantee set forth in Paragraph 8 below, to provide Grantee an opportunity to review and comment on the proposed improvements; (ii) Grantor shall obtain Grantee's approval of the plans and specifications for any such proposed installation or placement, which approval shall not be unreasonably withheld or delayed; and (iii) such installation or placement shall be performed in a manner that does not endanger or damage any then-existing Facilities within the Easement Area.

3. Indemnification. Grantee shall indemnify, defend, and hold Grantor harmless from and against any direct injury, loss, damage, or liability, costs, or expenses (including reasonable attorneys' fees and court costs) resulting from Grantee's use of the Easement Area, except to the extent attributable to the negligent or intentional act or omission of Grantor or its agents.

4. Notification. Grantor and Grantee, and their respective agents and contractors, shall not perform, nor permit any person or entity to perform, any excavation work on or about the Easement Area without giving at least thirty (30) days' written notice to the other party in the manner required by Paragraph 9 of this Deed (except in emergencies, where each shall give prompt written notice).

5. **Requirement for Excavation Permit.** As a condition of this Deed, Grantee shall secure an excavation permit from Grantor, acting in its ministerial capacity, for all maintenance activities requiring excavation and Grantee shall abide by the terms and conditions of any such permit.

6. **No Structures.** Grantor shall not do or allow anything in, on, under, or about the Easement Area that could cause damage or interference to the Facilities. Without limiting the foregoing, Grantor agrees that, without Grantee's prior, written consent: (a) except as permitted by Paragraph 2 above, no structures of any kind or character shall be constructed or placed on the Easement Area; (b) except as permitted by Paragraph 2 above, no excavation shall occur on the Easement Area; and (c) no trees or other vegetation that fails to comply with the San Francisco Public Utility Commission's Vegetation Management Policy (as it may be amended from time to time) shall be planted or maintained on the Easement Area. Neither Grantor nor Grantee shall cause or permit the dumping or other disposal on or about the Easement Area of refuse, hazardous materials, or other materials that are unsightly or could pose a danger to human health or safety or to the environment.

7. **Run with the Land.** The provisions, covenants, conditions, and easement provided in this Agreement shall be covenants running with the land pursuant to California Civil Code Sections 1468 and 1471 and shall burden and benefit every person having an interest in the Easement Area. Any reference to Grantor in this Deed shall include Grantor's agents and all successor owners of all or any part of the Easement Area.

8. **Notices.** Notices and other deliveries pursuant to this Deed may be delivered by private messenger service, mail, overnight courier, or delivery service. Any notice or document required or permitted to be delivered by either party shall be in writing and shall be deemed to be given on the date received by, or on the date receipt was refused by the party; provided, however, that all notices and documents: (a) mailed to a party in the United States Mail, postage prepaid, certified mail, return receipt requested, shall be deemed to have been received five (5) postal days after mailing; or (b) delivered by a nationally recognized overnight courier or delivery service shall be deemed received the next business day after deposit with a nationally recognized overnight courier or delivery service for overnight delivery. For all purposes the address of the parties shall be the following, unless otherwise changed by the party by notice to the other as provided in this subparagraph:

To GRANTOR: City Manager
City of Mountain View
500 Castro Street
P.O. Box 7540
Mountain View, California 94039-7540

With a copy to: Public Works Director
City of Mountain View
500 Castro Street
P.O. Box 7540
Mountain View, California 94039-7540

To GRANTEE: General Manager
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 13th Floor
San Francisco, California 94102

With a copy to: Real Estate Director
Real Estate Services Division
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 10th Floor
San Francisco, California 94102
RES@sfwater.org

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

9. Miscellaneous.

(a) **Entire Agreement.** This Deed is the final expression of and contains the entire agreement between the parties with respect to the matters addressed in this Deed and supersedes all prior understandings with respect to such matters. This Deed may not be modified, changed, supplemented, or terminated, nor may any obligations under this Deed be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted in this Deed. The parties do not intend to confer any benefit under this Deed on any person, firm, or corporation other than the parties to this Deed.

(b) **Partial Invalidity.** If any term or provision of this Deed, or the application thereof, to any person or circumstance shall be invalid or unenforceable, to any extent, the remainder of this Deed, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Deed shall be valid and enforced to the fullest extent permitted by law.

(c) **Waivers.** No waiver of any breach of any covenant or provision of this Deed shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision of this Deed. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

(d) **Governing Law; Consent to Jurisdiction.** The parties to this Deed acknowledge that this Deed has been negotiated and entered into in the State of California and expressly agree that this Deed shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. Any legal action or proceeding brought by either party and arising from or in connection with this Deed or any breach of this Deed shall be brought in the California Superior Court for the County of Santa Clara.

Executed as of this _____ day of _____, 2019.

THE CITY OF MOUNTAIN VIEW,
a California charter city and municipal corporation

By: *Andrew Rosenberg*
Name: Daniel H. Rich *Asst. City Manager*
Its: City Manager

By: *Karin Cheyenne, Sr. Asst. City Atty*
Name: Jannie L. Quinn
Its: City Attorney

ACCEPTED:

CITY AND COUNTY OF SAN FRANCISCO,
a California charter city and municipal corporation,
acting by and through its Public Utilities Commission

By: _____
Harlan L. Kelly, Jr.
General Manager

SFPUC Resolution _____

Dated: _____

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____
Richard Handel, Deputy City Attorney

ACKNOWLEDGMENT

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

State of California
County of Santa Clara

On April 17, 2019 before me, Lisa Natusch, City Clerk, personally appeared Audrey Seymour Ramberg, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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)

Lisa Natusch, City Clerk
City of Mountain View
Government Code §40814

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed dated _____ from the first part to the City and County of San Francisco, is hereby accepted pursuant to Board of Supervisors' Resolution No. _____, approved _____, 201__, and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____, 2019

By: _____
Andrico Penick, Director of Property

EXHIBIT A TO
EASEMENT DEED

[Legal Description of Easement]

April 05, 2013

Exhibit "A"
LEGAL DESCRIPTION
Rengstorff Avenue Crossing

All that real property situate in the County of Santa Clara, State of California, being a portion of Rengstorff Avenue, and being more particularly described as follows:

BEGINNING at the northwest corner of the parcel described in the deed to the City and County of San Francisco recorded March 7, 1951, in Book 2166, Page 205 Official Records of Santa Clara County, State of California, said parcel being known to the City and County of San Francisco as parcel number 211, Bay Division Pipe Line Right-of-Way (numbers 3 & 4);

thence South $26^{\circ}11'20''$ West, 114.11 feet to the southwest corner of the parcel described in the deed to the City and County of San Francisco recorded August 22, 1950, in Book 2039, Page 199 of Official Records of Santa Clara County, State of California, said parcel being known to the City and County of San Francisco as parcel number 211-A;

thence South $71^{\circ}11'20''$ West, 29.75 feet along the southerly line of said parcel 211-A extended southwesterly;

thence North $68^{\circ}38'40''$ West, 19.03 feet to the southeasterly corner of that certain parcel described in the Final Order of Condemnation Number 75907, Superior Court of the State of California for the County of Santa Clara, said parcel being known to the City and County of San Francisco as parcel number 213;

thence along the southeasterly line of said parcel number 213, North $26^{\circ}11'20''$ East, 80.36 feet to the northeast corner of said parcel number 213;

thence North $63^{\circ}43'05''$ West, 16.36 feet along the northerly line of said parcel number 213;

thence North $71^{\circ}11'20''$ East, 79.71 feet to the **POINT OF BEGINNING**.

Containing 4,534 square feet, more or less.

A plat showing the above-described parcel 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.


Tony E. Durkee, PLS5773



END OF DESCRIPTION

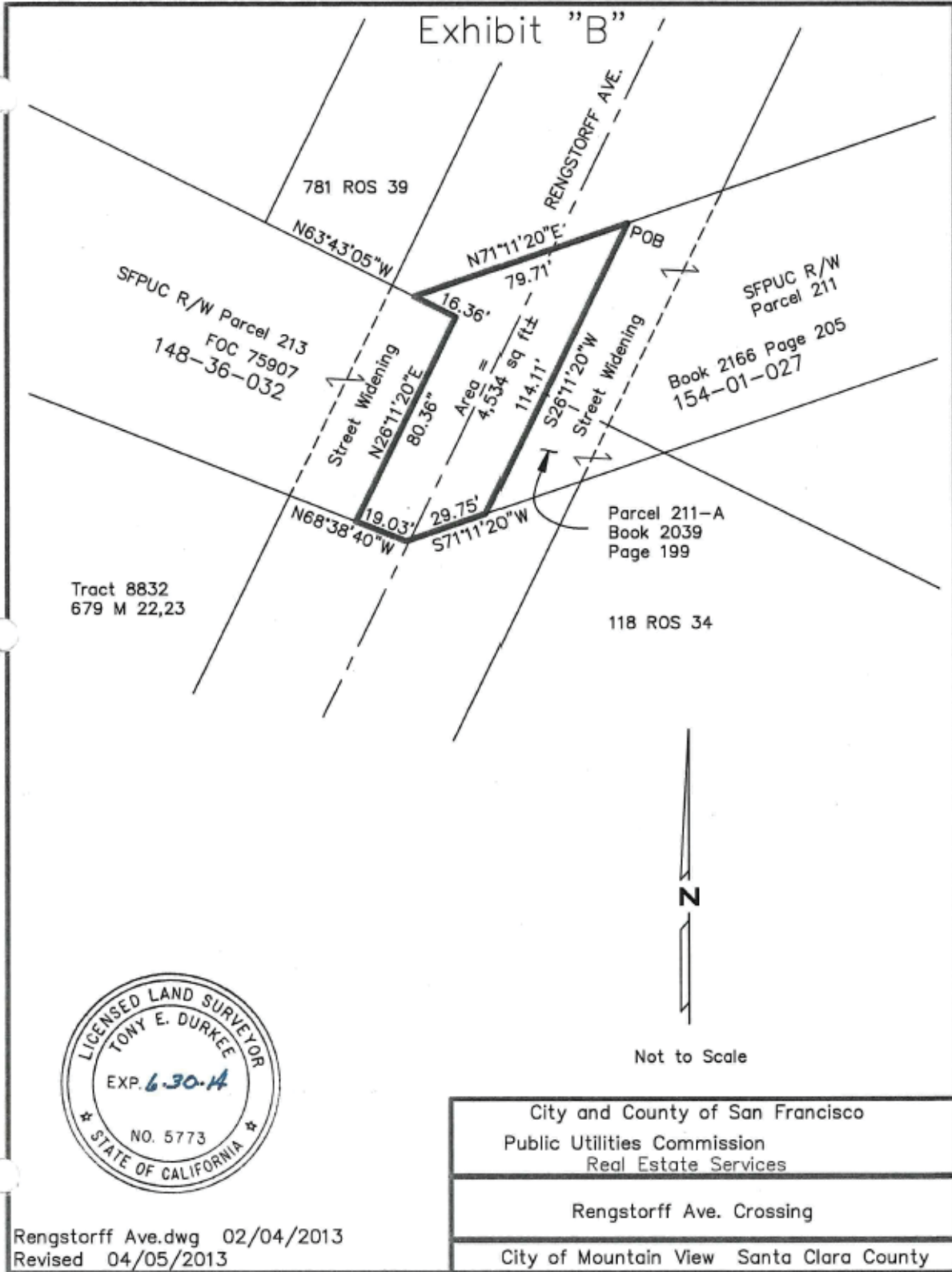
Page 1 of 1

Exh. A

EXHIBIT B TO
EASEMENT DEED

[Depiction of the Easement Area]

Exhibit "B"



Exh. B

EXHIBIT I-6

Form of Easement Deed for San Antonio Road Street Crossing Parcel

[see attached]

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

With a copy to:

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

and

City of Mountain View
Attn: City Clerk
500 Castro Street
Mountain View, California 94041

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

No Situs (Public Streets)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EASEMENT DEED
(San Antonio Road Crossing)

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF MOUNTAIN VIEW, a California charter city and municipal corporation (“**Grantor**”), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a California charter city and municipal corporation (“**Grantee**”), a perpetual, non-exclusive easement appurtenant to Grantee’s separate adjoining real property for the installation, construction, operation, inspection, maintenance, repair, and replacement of water pipelines, utilities, and related appurtenances in the real property located in the City of Mountain View, County of Santa Clara, State of California, described on the attached **Exhibit A** and depicted on the attached **Exhibit B** (the “**Easement Area**”).

Grantor shall retain such rights and privileges to use the surface and subsurface of the Easement Area as are not inconsistent with this easement, subject to the following conditions, covenants, and restrictions:

1. Nature of Easement. The Easement is a perpetual easement for purposes of accessing, constructing, reconstructing, removing, replacing, maintaining, repairing, operating, inspecting, and using one or more pipelines with all necessary braces, connections, valves, outlets, fastenings, and other appliances and fixtures (collectively the “**Facilities**”) in, under, and across the Easement Area. The Easement includes the right of ingress and egress to the Easement Area across adjacent lands of Grantor over any available roadways, or such routes as

may be agreed upon by Grantor and Grantee, to the extent Grantor has rights to grant such rights, and to the extent necessary for the convenience of Grantee in the enjoyment of its rights under this Deed. Grantee's rights under this Deed may be exercised by Grantee's agents, contractors, subcontractors, suppliers, consultants, employees, licensees, invitees, or representatives, or by other authorized persons acting for or on behalf of Grantee.

2. Subject to Superior and Prior and Existing Rights.

(a) The rights granted by this Deed are expressly subordinate to the rights of Grantor to use the surface of the Grantor's Property as a public road and for all other municipal purposes, including, without limitation, and at Grantor's sole and absolute discretion, the right to construct, reconstruct, install, operate, maintain, repair, and pave roadways, curbs, gutters, and sidewalks. Grantor also reserves the right to use the subsurface of the Grantor's Property for the installation, operation, maintenance, repair, or replacement of public utilities, including pipes, cables, manholes, or other infrastructure typically required for utility lines; provided, however, that such installation, operation, maintenance, repair, or replacement shall not require Grantee to relocate or remove its Facilities nor unreasonably restrict or interfere with Grantee's rights to access, construct, reconstruct, remove, replace, maintain, repair, operate, inspect, and use the Facilities. The rights granted by this Deed are also subject to any prior and existing recorded property rights of third parties, if any. Grantee shall be solely liable for the interference with any prior and existing third-party rights. Grantor reserves the right to grant, at its sole and absolute discretion, nonexclusive rights to other third parties within the Easement Area, provided that any such grants shall not require Grantee to relocate or remove its Facilities nor unreasonably restrict or interfere with Grantee's rights to access, construct, reconstruct, remove, replace, maintain, repair, operate, inspect, and use the Facilities.

(b) If Grantor or any of its agents propose or permit the installation or placement of any improvements by or on behalf of Grantor in, under, and to the Easement Area, prior to any such installation or placement: (i) Grantor shall provide, or cause to be provided, to Grantee such plans and other pertinent documents related to such proposed improvements as are reasonably requested by Grantee, at the address for Grantee set forth in Paragraph 8 below, to provide Grantee an opportunity to review and comment on the proposed improvements; (ii) Grantor shall obtain Grantee's approval of the plans and specifications for any such proposed installation or placement, which approval shall not be unreasonably withheld or delayed; and (iii) such installation or placement shall be performed in a manner that does not endanger or damage any then-existing Facilities within the Easement Area.

3. Indemnification. Grantee shall indemnify, defend, and hold Grantor harmless from and against any direct injury, loss, damage, or liability, costs, or expenses (including reasonable attorneys' fees and court costs) resulting from Grantee's use of the Easement Area, except to the extent attributable to the negligent or intentional act or omission of Grantor or its agents.

4. Notification. Grantor and Grantee, and their respective agents and contractors, shall not perform, nor permit any person or entity to perform, any excavation work on or about the Easement Area without giving at least thirty (30) days' written notice to the other party in the manner required by Paragraph 9 of this Deed (except in emergencies, where each shall give prompt written notice).

5. **Requirement for Excavation Permit.** As a condition of this Deed, Grantee shall secure an excavation permit from Grantor, acting in its ministerial capacity, for all maintenance activities requiring excavation and Grantee shall abide by the terms and conditions of any such permit.

6. **No Structures.** Grantor shall not do or allow anything in, on, under, or about the Easement Area that could cause damage or interference to the Facilities. Without limiting the foregoing, Grantor agrees that, without Grantee's prior, written consent: (a) except as permitted by Paragraph 2 above, no structures of any kind or character shall be constructed or placed on the Easement Area; (b) except as permitted by Paragraph 2 above, no excavation shall occur on the Easement Area; and (c) no trees or other vegetation that fails to comply with the San Francisco Public Utility Commission's Vegetation Management Policy (as it may be amended from time to time) shall be planted or maintained on the Easement Area. Neither Grantor nor Grantee shall cause or permit the dumping or other disposal on or about the Easement Area of refuse, hazardous materials, or other materials that are unsightly or could pose a danger to human health or safety or to the environment.

7. **Run with the Land.** The provisions, covenants, conditions, and easement provided in this Agreement shall be covenants running with the land pursuant to California Civil Code Sections 1468 and 1471 and shall burden and benefit every person having an interest in the Easement Area. Any reference to Grantor in this Deed shall include Grantor's agents and all successor owners of all or any part of the Easement Area.

8. **Notices.** Notices and other deliveries pursuant to this Deed may be delivered by private messenger service, mail, overnight courier, or delivery service. Any notice or document required or permitted to be delivered by either party shall be in writing and shall be deemed to be given on the date received by, or on the date receipt was refused by the party; provided, however, that all notices and documents: (a) mailed to a party in the United States Mail, postage prepaid, certified mail, return receipt requested, shall be deemed to have been received five (5) postal days after mailing; or (b) delivered by a nationally recognized overnight courier or delivery service shall be deemed received the next business day after deposit with a nationally recognized overnight courier or delivery service for overnight delivery. For all purposes the address of the parties shall be the following, unless otherwise changed by the party by notice to the other as provided in this subparagraph:

To GRANTOR: City Manager
City of Mountain View
500 Castro Street
P.O. Box 7540
Mountain View, California 94039-7540

With a copy to: Public Works Director
City of Mountain View
500 Castro Street
P.O. Box 7540
Mountain View, California 94039-7540

To GRANTEE: General Manager
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 13th Floor
San Francisco, California 94102

With a copy to: Real Estate Director
Real Estate Services Division
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 10th Floor
San Francisco, California 94102
RES@sfgwater.org

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

9. Miscellaneous.

(a) **Entire Agreement.** This Deed is the final expression of and contains the entire agreement between the parties with respect to the matters addressed in this Deed and supersedes all prior understandings with respect to such matters. This Deed may not be modified, changed, supplemented, or terminated, nor may any obligations under this Deed be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted in this Deed. The parties do not intend to confer any benefit under this Deed on any person, firm, or corporation other than the parties to this Deed.

(b) **Partial Invalidity.** If any term or provision of this Deed, or the application thereof, to any person or circumstance shall be invalid or unenforceable, to any extent, the remainder of this Deed, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Deed shall be valid and enforced to the fullest extent permitted by law.

(c) **Waivers.** No waiver of any breach of any covenant or provision of this Deed shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision of this Deed. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

(d) **Governing Law; Consent to Jurisdiction.** The parties to this Deed acknowledge that this Deed has been negotiated and entered into in the State of California and expressly agree that this Deed shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. Any legal action or proceeding brought by either party and arising from or in connection with this Deed or any breach of this Deed shall be brought in the California Superior Court for the County of Santa Clara.

Executed as of this _____ day of _____, 2019.

THE CITY OF MOUNTAIN VIEW,
a California charter city and municipal corporation

By: *Andrew Nambere*
Name: *for* Daniel H. Rich *Asst. City Manager*
Its: City Manager

By: *Kristen Chappin, Sr. Asst. City Atty*
for Name: Jannie L. Quinn
Its: City Attorney

ACCEPTED:

CITY AND COUNTY OF SAN FRANCISCO,
a California charter city and municipal corporation,
acting by and through its Public Utilities Commission

By: _____
Harlan L. Kelly, Jr.
General Manager

SFPUC Resolution _____

Dated: _____

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____
Richard Handel, Deputy City Attorney

ACKNOWLEDGMENT

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

State of California
County of Santa Clara

On April 17, 2019 before me, Lisa Natusch, City Clerk, personally appeared Audrey Seymour Ramberg, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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)

Lisa Natusch, City Clerk
City of Mountain View
Government Code §40814

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed dated _____ from the first part to the City and County of San Francisco, is hereby accepted pursuant to Board of Supervisors' Resolution No. _____, approved _____, 201__, and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____, 2019

By: _____
Andrico Penick, Director of Property

EXHIBIT A TO
EASEMENT DEED

[Legal Description of Easement]

April 05, 2013

Exhibit "A"
LEGAL DESCRIPTION
San Antonio Road Crossing

All that real property situate in the County of Santa Clara, State of California, being a portion of San Antonio Road, and being more particularly described as follows:

BEGINNING at the northwest corner of the parcel described in the deed to the City and County of San Francisco recorded January 21, 1952, in Book 2352, Page 368 Official Records of Santa Clara County, State of California, said parcel being known to the City and County of San Francisco as parcel number 219, Bay Division Pipe Line Right-of-Way (numbers 3 & 4);

thence South 25°36'00" West, 80.35 feet along the northwest end end of said parcel 219 to the most westerly corner of said parcel number 219;

thence North 69°43'23" West, 50.22 feet along the southerly line of said parcel number 219 extended northwesterly to the southeasterly corner of the parcel described in deed to the City and County of San Francisco recorded August 3, 1949 in Book 1827, Page 5 Official Records of Santa Clara County, State of California, said parcel being known to the City and County of San Francisco as parcel number 222, Bay Division Pipe Line Right-of-Way (numbers 3 & 4);

thence North 25°36'00" East, 80.35 feet to the most easterly corner of the parcel described in deed to the City and County of San Francisco recorded in Book 1961, Page 12 Official Records of Santa Clara County, State of California, said parcel being known to the City and County of San Francisco as parcel number 221, Bay Division Pipe Line Right-of-Way (numbers 3 & 4);

thence South 69°43'23" East, 50.22 feet along the northeasterly line of said parcel 221 extended southeasterly to the **POINT OF BEGINNING**.

Containing 4,017 square feet, more or less.

A plat showing the above-described parcel 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.


Tony E. Durkee, PLS5773



END OF DESCRIPTION

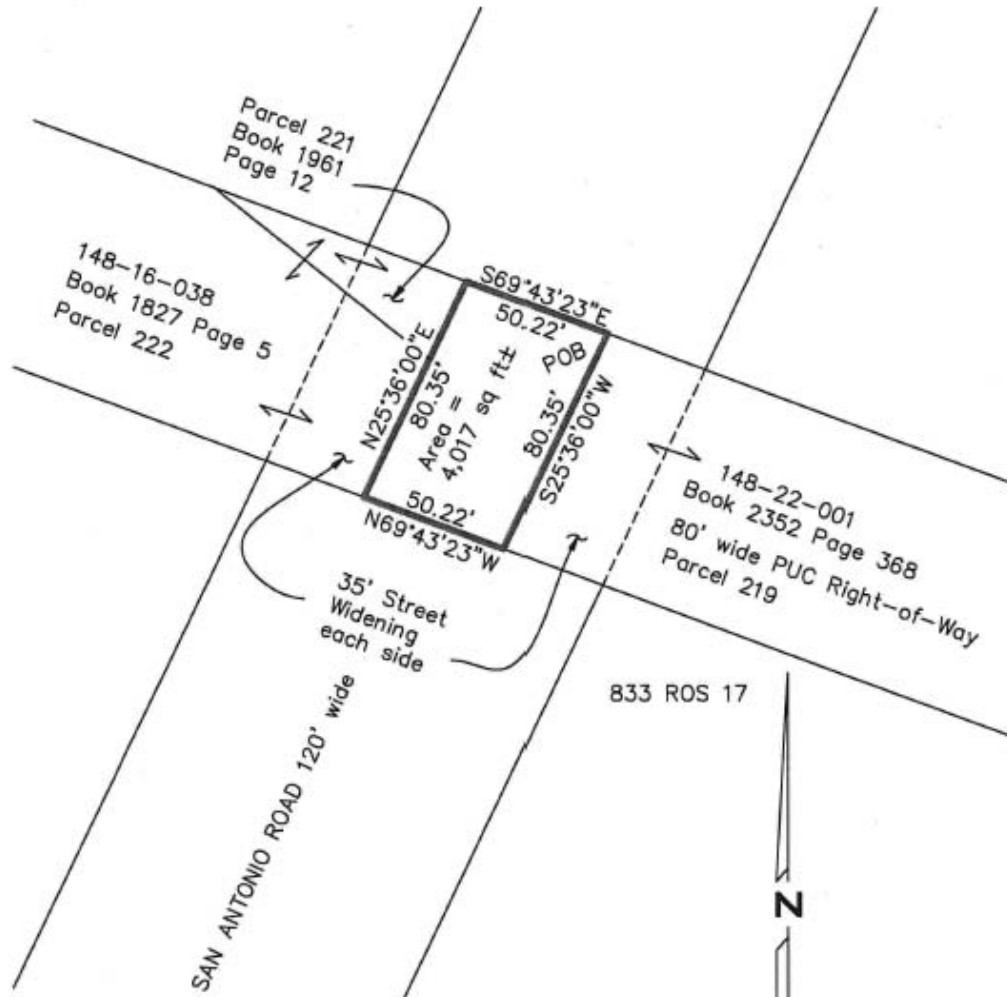
Page 1 of 1

Exh. A

EXHIBIT B TO
EASEMENT DEED

[Depiction of the Easement Area]

Exhibit "B"



Not to Scale



San Antonio Rd.dwg 01/30-2013
Revised 04/05/2013

| |
|---|
| City and County of San Francisco Public Utilities Commission Real Estate Services |
| San Antonio Rd. Crossing |
| City of Mountain View Santa Clara County |

EXHIBIT I-7

Form of Easement Deed for Stierlin Road Street Crossing Parcel

[see attached]

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

With a copy to:

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

and

City of Mountain View
Attn: City Clerk
500 Castro Street
Mountain View, California 94041

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

No Situs (Public Streets)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EASEMENT DEED
(Stierlin Road Crossing)

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF MOUNTAIN VIEW, a California charter city and municipal corporation (“**Grantor**”), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a California charter city and municipal corporation (“**Grantee**”), a perpetual, non-exclusive easement appurtenant to Grantee’s separate adjoining real property for the installation, construction, operation, inspection, maintenance, repair, and replacement of water pipelines, utilities, and related appurtenances in the real property located in the City of Mountain View, County of Santa Clara, State of California, described on the attached **Exhibit A** and depicted on the attached **Exhibit B** (the “**Easement Area**”).

Grantor shall retain such rights and privileges to use the surface and subsurface of the Easement Area as are not inconsistent with this easement, subject to the following conditions, covenants, and restrictions:

1. Nature of Easement. The Easement is a perpetual easement for purposes of accessing, constructing, reconstructing, removing, replacing, maintaining, repairing, operating, inspecting, and using one or more pipelines with all necessary braces, connections, valves, outlets, fastenings, and other appliances and fixtures (collectively the “**Facilities**”) in, under, and across the Easement Area. The Easement includes the right of ingress and egress to the Easement Area across adjacent lands of Grantor over any available roadways, or such routes as

may be agreed upon by Grantor and Grantee, to the extent Grantor has rights to grant such rights, and to the extent necessary for the convenience of Grantee in the enjoyment of its rights under this Deed. Grantee's rights under this Deed may be exercised by Grantee's agents, contractors, subcontractors, suppliers, consultants, employees, licensees, invitees, or representatives, or by other authorized persons acting for or on behalf of Grantee.

2. Subject to Superior and Prior and Existing Rights.

(a) The rights granted by this Deed are expressly subordinate to the rights of Grantor to use the surface of the Grantor's Property as a public road and for all other municipal purposes, including, without limitation, and at Grantor's sole and absolute discretion, the right to construct, reconstruct, install, operate, maintain, repair, and pave roadways, curbs, gutters, and sidewalks. Grantor also reserves the right to use the subsurface of the Grantor's Property for the installation, operation, maintenance, repair, or replacement of public utilities, including pipes, cables, manholes, or other infrastructure typically required for utility lines; provided, however, that such installation, operation, maintenance, repair, or replacement shall not require Grantee to relocate or remove its Facilities nor unreasonably restrict or interfere with Grantee's rights to access, construct, reconstruct, remove, replace, maintain, repair, operate, inspect, and use the Facilities. The rights granted by this Deed are also subject to any prior and existing recorded property rights of third parties, if any. Grantee shall be solely liable for the interference with any prior and existing third-party rights. Grantor reserves the right to grant, at its sole and absolute discretion, nonexclusive rights to other third parties within the Easement Area, provided that any such grants shall not require Grantee to relocate or remove its Facilities nor unreasonably restrict or interfere with Grantee's rights to access, construct, reconstruct, remove, replace, maintain, repair, operate, inspect, and use the Facilities.

(b) If Grantor or any of its agents propose or permit the installation or placement of any improvements by or on behalf of Grantor in, under, and to the Easement Area, prior to any such installation or placement: (i) Grantor shall provide, or cause to be provided, to Grantee such plans and other pertinent documents related to such proposed improvements as are reasonably requested by Grantee, at the address for Grantee set forth in Paragraph 8 below, to provide Grantee an opportunity to review and comment on the proposed improvements; (ii) Grantor shall obtain Grantee's approval of the plans and specifications for any such proposed installation or placement, which approval shall not be unreasonably withheld or delayed; and (iii) such installation or placement shall be performed in a manner that does not endanger or damage any then-existing Facilities within the Easement Area.

3. Indemnification. Grantee shall indemnify, defend, and hold Grantor harmless from and against any direct injury, loss, damage, or liability, costs, or expenses (including reasonable attorneys' fees and court costs) resulting from Grantee's use of the Easement Area, except to the extent attributable to the negligent or intentional act or omission of Grantor or its agents.

4. Notification. Grantor and Grantee, and their respective agents and contractors, shall not perform, nor permit any person or entity to perform, any excavation work on or about the Easement Area without giving at least thirty (30) days' written notice to the other party in the manner required by Paragraph 9 of this Deed (except in emergencies, where each shall give prompt written notice).

5. **Requirement for Excavation Permit.** As a condition of this Deed, Grantee shall secure an excavation permit from Grantor, acting in its ministerial capacity, for all maintenance activities requiring excavation and Grantee shall abide by the terms and conditions of any such permit.

6. **No Structures.** Grantor shall not do or allow anything in, on, under, or about the Easement Area that could cause damage or interference to the Facilities. Without limiting the foregoing, Grantor agrees that, without Grantee's prior, written consent: (a) except as permitted by Paragraph 2 above, no structures of any kind or character shall be constructed or placed on the Easement Area; (b) except as permitted by Paragraph 2 above, no excavation shall occur on the Easement Area; and (c) no trees or other vegetation that fails to comply with the San Francisco Public Utility Commission's Vegetation Management Policy (as it may be amended from time to time) shall be planted or maintained on the Easement Area. Neither Grantor nor Grantee shall cause or permit the dumping or other disposal on or about the Easement Area of refuse, hazardous materials, or other materials that are unsightly or could pose a danger to human health or safety or to the environment.

7. **Run with the Land.** The provisions, covenants, conditions, and easement provided in this Agreement shall be covenants running with the land pursuant to California Civil Code Sections 1468 and 1471 and shall burden and benefit every person having an interest in the Easement Area. Any reference to Grantor in this Deed shall include Grantor's agents and all successor owners of all or any part of the Easement Area.

8. **Notices.** Notices and other deliveries pursuant to this Deed may be delivered by private messenger service, mail, overnight courier, or delivery service. Any notice or document required or permitted to be delivered by either party shall be in writing and shall be deemed to be given on the date received by, or on the date receipt was refused by the party; provided, however, that all notices and documents: (a) mailed to a party in the United States Mail, postage prepaid, certified mail, return receipt requested, shall be deemed to have been received five (5) postal days after mailing; or (b) delivered by a nationally recognized overnight courier or delivery service shall be deemed received the next business day after deposit with a nationally recognized overnight courier or delivery service for overnight delivery. For all purposes the address of the parties shall be the following, unless otherwise changed by the party by notice to the other as provided in this subparagraph:

To GRANTOR: City Manager
City of Mountain View
500 Castro Street
P.O. Box 7540
Mountain View, California 94039-7540

With a copy to: Public Works Director
City of Mountain View
500 Castro Street
P.O. Box 7540
Mountain View, California 94039-7540

To GRANTEE: General Manager
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 13th Floor
San Francisco, California 94102

With a copy to: Real Estate Director
Real Estate Services Division
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 10th Floor
San Francisco, California 94102
RES@sfwater.org

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

9. Miscellaneous.

(a) **Entire Agreement.** This Deed is the final expression of and contains the entire agreement between the parties with respect to the matters addressed in this Deed and supersedes all prior understandings with respect to such matters. This Deed may not be modified, changed, supplemented, or terminated, nor may any obligations under this Deed be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted in this Deed. The parties do not intend to confer any benefit under this Deed on any person, firm, or corporation other than the parties to this Deed.

(b) **Partial Invalidity.** If any term or provision of this Deed, or the application thereof, to any person or circumstance shall be invalid or unenforceable, to any extent, the remainder of this Deed, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Deed shall be valid and enforced to the fullest extent permitted by law.

(c) **Waivers.** No waiver of any breach of any covenant or provision of this Deed shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision of this Deed. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

(d) **Governing Law; Consent to Jurisdiction.** The parties to this Deed acknowledge that this Deed has been negotiated and entered into in the State of California and expressly agree that this Deed shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. Any legal action or proceeding brought by either party and arising from or in connection with this Deed or any breach of this Deed shall be brought in the California Superior Court for the County of Santa Clara.

ACKNOWLEDGMENT

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

State of California
County of Santa Clara

On April 17, 2019 before me, Lisa Natusch, City Clerk, personally appeared Audrey Seymour Ramberg, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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)

Lisa Natusch, City Clerk
City of Mountain View
Government Code §40814

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed dated _____ from the first part to the City and County of San Francisco, is hereby accepted pursuant to Board of Supervisors' Resolution No. _____, approved _____, 201__, and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____, 2019

By: _____
Andrico Penick, Director of Property

EXHIBIT A TO
EASEMENT DEED

[Legal Description of Easement]

April 05, 2013

Exhibit "A"
LEGAL DESCRIPTION
Stierlin Road Crossing

All that real property situate in the County of Santa Clara, State of California, being a portion of Stierlin Road, and being more particularly described as follows:

BEGINNING at the most northerly corner of the parcel described in the deed to the City and County of San Francisco recorded March 5, 1950 in Book 1939, Page 554 Official Records of Santa Clara County, State of California, said parcel being known to the City and County of San Francisco as parcel number 199-A, Bay Division Pipe Line Right-of-Way (numbers 3 & 4);

thence South $0^{\circ}20'15''$ West, 81.91 feet along the westerly end of said parcel 199-A to the southwesterly corner of said parcel;

thence North $77^{\circ}15'15''$ West, 63.67 feet along the southerly line of parcel 199-A extended to the southeasterly corner of the parcel described in deed to the City and County of San Francisco recorded August 30, 1950 in Book 2044, Page 624 Official Records of Santa Clara County, State of California, said parcel being known to the City and County of San Francisco as parcel number 201-A, Bay Division Pipe Line Right-of-Way (numbers 3 & 4);

thence North $0^{\circ}20'15''$ East, 81.91 feet to the northeast corner of said parcel number 201-A;

thence South $77^{\circ}15'15''$ East, 63.67 feet to the **POINT OF BEGINNING**.

Containing 5,094 square feet, more or less.

A plat showing the above-described parcel 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.


Tony E. Durkee, PLS5773



END OF DESCRIPTION

Page 1 of 1

Exh. A

EXHIBIT B TO
EASEMENT DEED

[Depiction of the Easement Area]

Exhibit "B"



Parcel 201-A
SFPUC 80' R/W
Book 2044 Page 624
153-25-002

Area =
5,094 sq ft±

Parcel 199-A
SFPUC 80' R/W
Book 1939 Page 554
153-24-003



Not to Scale



Stierlin Road.dwg 01/30/2013
Revised 04/05/2013

| |
|---|
| City and County of San Francisco Public Utilities Commission Real Estate Services |
| Stierlin Road Crossing |
| City of Mountain View Santa Clara County |

EXHIBIT I-8

Form of Easement Deed for Tyrella Avenue Street Crossing Parcel

[see attached]

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

With a copy to:

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

and

City of Mountain View
Attn: City Clerk
500 Castro Street
Mountain View, California 94041

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

No Situs (Public Streets)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EASEMENT DEED
(Tyrella Avenue Crossing)

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF MOUNTAIN VIEW, a California charter city and municipal corporation (“**Grantor**”), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a California charter city and municipal corporation (“**Grantee**”), a perpetual, non-exclusive easement appurtenant to Grantee’s separate adjoining real property for the installation, construction, operation, inspection, maintenance, repair, and replacement of water pipelines, utilities, and related appurtenances in the real property located in the City of Mountain View, County of Santa Clara, State of California, described on the attached **Exhibit A** and depicted on the attached **Exhibit B** (the “**Easement Area**”).

Grantor shall retain such rights and privileges to use the surface and subsurface of the Easement Area as are not inconsistent with this easement, subject to the following conditions, covenants, and restrictions:

1. Nature of Easement. The Easement is a perpetual easement for purposes of accessing, constructing, reconstructing, removing, replacing, maintaining, repairing, operating, inspecting, and using one or more pipelines with all necessary braces, connections, valves, outlets, fastenings, and other appliances and fixtures (collectively the “**Facilities**”) in, under, and across the Easement Area. The Easement includes the right of ingress and egress to the Easement Area across adjacent lands of Grantor over any available roadways, or such routes as

may be agreed upon by Grantor and Grantee, to the extent Grantor has rights to grant such rights, and to the extent necessary for the convenience of Grantee in the enjoyment of its rights under this Deed. Grantee's rights under this Deed may be exercised by Grantee's agents, contractors, subcontractors, suppliers, consultants, employees, licensees, invitees, or representatives, or by other authorized persons acting for or on behalf of Grantee.

2. Subject to Superior and Prior and Existing Rights.

(a) The rights granted by this Deed are expressly subordinate to the rights of Grantor to use the surface of the Grantor's Property as a public road and for all other municipal purposes, including, without limitation, and at Grantor's sole and absolute discretion, the right to construct, reconstruct, install, operate, maintain, repair, and pave roadways, curbs, gutters, and sidewalks. Grantor also reserves the right to use the subsurface of the Grantor's Property for the installation, operation, maintenance, repair, or replacement of public utilities, including pipes, cables, manholes, or other infrastructure typically required for utility lines; provided, however, that such installation, operation, maintenance, repair, or replacement shall not require Grantee to relocate or remove its Facilities nor unreasonably restrict or interfere with Grantee's rights to access, construct, reconstruct, remove, replace, maintain, repair, operate, inspect, and use the Facilities. The rights granted by this Deed are also subject to any prior and existing recorded property rights of third parties, if any. Grantee shall be solely liable for the interference with any prior and existing third-party rights. Grantor reserves the right to grant, at its sole and absolute discretion, nonexclusive rights to other third parties within the Easement Area, provided that any such grants shall not require Grantee to relocate or remove its Facilities nor unreasonably restrict or interfere with Grantee's rights to access, construct, reconstruct, remove, replace, maintain, repair, operate, inspect, and use the Facilities.

(b) If Grantor or any of its agents propose or permit the installation or placement of any improvements by or on behalf of Grantor in, under, and to the Easement Area, prior to any such installation or placement: (i) Grantor shall provide, or cause to be provided, to Grantee such plans and other pertinent documents related to such proposed improvements as are reasonably requested by Grantee, at the address for Grantee set forth in Paragraph 8 below, to provide Grantee an opportunity to review and comment on the proposed improvements; (ii) Grantor shall obtain Grantee's approval of the plans and specifications for any such proposed installation or placement, which approval shall not be unreasonably withheld or delayed; and (iii) such installation or placement shall be performed in a manner that does not endanger or damage any then-existing Facilities within the Easement Area.

3. Indemnification. Grantee shall indemnify, defend, and hold Grantor harmless from and against any direct injury, loss, damage, or liability, costs, or expenses (including reasonable attorneys' fees and court costs) resulting from Grantee's use of the Easement Area, except to the extent attributable to the negligent or intentional act or omission of Grantor or its agents.

4. Notification. Grantor and Grantee, and their respective agents and contractors, shall not perform, nor permit any person or entity to perform, any excavation work on or about the Easement Area without giving at least thirty (30) days' written notice to the other party in the manner required by Paragraph 9 of this Deed (except in emergencies, where each shall give prompt written notice).

5. **Requirement for Excavation Permit.** As a condition of this Deed, Grantee shall secure an excavation permit from Grantor, acting in its ministerial capacity, for all maintenance activities requiring excavation and Grantee shall abide by the terms and conditions of any such permit.

6. **No Structures.** Grantor shall not do or allow anything in, on, under, or about the Easement Area that could cause damage or interference to the Facilities. Without limiting the foregoing, Grantor agrees that, without Grantee's prior, written consent: (a) except as permitted by Paragraph 2 above, no structures of any kind or character shall be constructed or placed on the Easement Area; (b) except as permitted by Paragraph 2 above, no excavation shall occur on the Easement Area; and (c) no trees or other vegetation that fails to comply with the San Francisco Public Utility Commission's Vegetation Management Policy (as it may be amended from time to time) shall be planted or maintained on the Easement Area. Neither Grantor nor Grantee shall cause or permit the dumping or other disposal on or about the Easement Area of refuse, hazardous materials, or other materials that are unsightly or could pose a danger to human health or safety or to the environment.

7. **Run with the Land.** The provisions, covenants, conditions, and easement provided in this Agreement shall be covenants running with the land pursuant to California Civil Code Sections 1468 and 1471 and shall burden and benefit every person having an interest in the Easement Area. Any reference to Grantor in this Deed shall include Grantor's agents and all successor owners of all or any part of the Easement Area.

8. **Notices.** Notices and other deliveries pursuant to this Deed may be delivered by private messenger service, mail, overnight courier, or delivery service. Any notice or document required or permitted to be delivered by either party shall be in writing and shall be deemed to be given on the date received by, or on the date receipt was refused by the party; provided, however, that all notices and documents: (a) mailed to a party in the United States Mail, postage prepaid, certified mail, return receipt requested, shall be deemed to have been received five (5) postal days after mailing; or (b) delivered by a nationally recognized overnight courier or delivery service shall be deemed received the next business day after deposit with a nationally recognized overnight courier or delivery service for overnight delivery. For all purposes the address of the parties shall be the following, unless otherwise changed by the party by notice to the other as provided in this subparagraph:

To GRANTOR: City Manager
City of Mountain View
500 Castro Street
P.O. Box 7540
Mountain View, California 94039-7540

With a copy to: Public Works Director
City of Mountain View
500 Castro Street
P.O. Box 7540
Mountain View, California 94039-7540

To GRANTEE: General Manager
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 13th Floor
San Francisco, California 94102

With a copy to: Real Estate Director
Real Estate Services Division
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 10th Floor
San Francisco, California 94102
RES@sfwater.org

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

9. Miscellaneous.

(a) Entire Agreement. This Deed is the final expression of and contains the entire agreement between the parties with respect to the matters addressed in this Deed and supersedes all prior understandings with respect to such matters. This Deed may not be modified, changed, supplemented, or terminated, nor may any obligations under this Deed be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted in this Deed. The parties do not intend to confer any benefit under this Deed on any person, firm, or corporation other than the parties to this Deed.

(b) Partial Invalidity. If any term or provision of this Deed, or the application thereof, to any person or circumstance shall be invalid or unenforceable, to any extent, the remainder of this Deed, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Deed shall be valid and enforced to the fullest extent permitted by law.

(c) Waivers. No waiver of any breach of any covenant or provision of this Deed shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision of this Deed. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

(d) Governing Law; Consent to Jurisdiction. The parties to this Deed acknowledge that this Deed has been negotiated and entered into in the State of California and expressly agree that this Deed shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. Any legal action or proceeding brought by either party and arising from or in connection with this Deed or any breach of this Deed shall be brought in the California Superior Court for the County of Santa Clara.

Executed as of this ____ day of _____, 2019.

THE CITY OF MOUNTAIN VIEW,
a California charter city and municipal corporation

By: *Audrey Rosenberg*
Name: Daniel H. Rich *Asst. City Manager*
Its: *for* City Manager

By: *Kurt Uyema, Sr. Asst. City Atty*
for Name: Jannie L. Quinn
Its: City Attorney

ACCEPTED:

CITY AND COUNTY OF SAN FRANCISCO,
a California charter city and municipal corporation,
acting by and through its Public Utilities Commission

By: _____
Harlan L. Kelly, Jr.
General Manager

SFPUC Resolution _____

Dated: _____

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____
Richard Handel, Deputy City Attorney

ACKNOWLEDGMENT

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

State of California
County of Santa Clara

On April 17, 2019 before me, Lisa Natusch, City Clerk, personally appeared Audrey Seymour Ramberg, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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)

Lisa Natusch, City Clerk
City of Mountain View
Government Code §40814

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed dated _____ from the first part to the City and County of San Francisco, is hereby accepted pursuant to Board of Supervisors' Resolution No. _____, approved _____, 201__, and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____, 2019

By: _____
Andrico Penick, Director of Property

EXHIBIT A TO
EASEMENT DEED

[Legal Description of Easement]

April 05, 2013

Exhibit "A"
LEGAL DESCRIPTION
Tyrella Ave. Crossing

All that real property situate in the County of Santa Clara, State of California, being a portion of Tyrella Ave, and being more particularly described as follows:

BEGINNING at the northeasterly corner of the parcel described in the deed to the City and County of San Francisco recorded June 27, 1950 in Book 2004, Page 480 Official Records of Santa Clara County, State of California, said parcel being known to the City and County of San Francisco as parcel number 194, Bay Division Pipe Line Right-of-Way (numbers 3 & 4);

thence South 80°24'30" West, 40.25 feet along the northerly line of said parcel 194 projected easterly to the northwesterly corner of the parcel described in the deed to the City and County of San Francisco recorded in Book 1960, Page 27 Official Records of Santa Clara County, State of California, said parcel being known to the City and County of San Francisco as parcel number 191, Bay Division Pipe Line Right-of-Way (numbers 3 & 4);

thence South 16°00'40" West, 80.50 feet to the southwesterly corner of the parcel described in deed to the City and County of San Francisco recorded February 14, 1950 in Book 1926, Page 424 Official Records of Santa Clara County, State of California, said parcel being known to the City and County of San Francisco as parcel number 192, Bay Division Pipe Line Right-of-Way (numbers 3 & 4);

thence North 80°24'30" East, 40.25 feet to the southeast corner of said parcel number 194;

thence North 16°00'40" East, 80.50 feet to the **POINT OF BEGINNING.**

Containing 3,220 square feet, more or less.

A plat showing the above-described parcel 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.

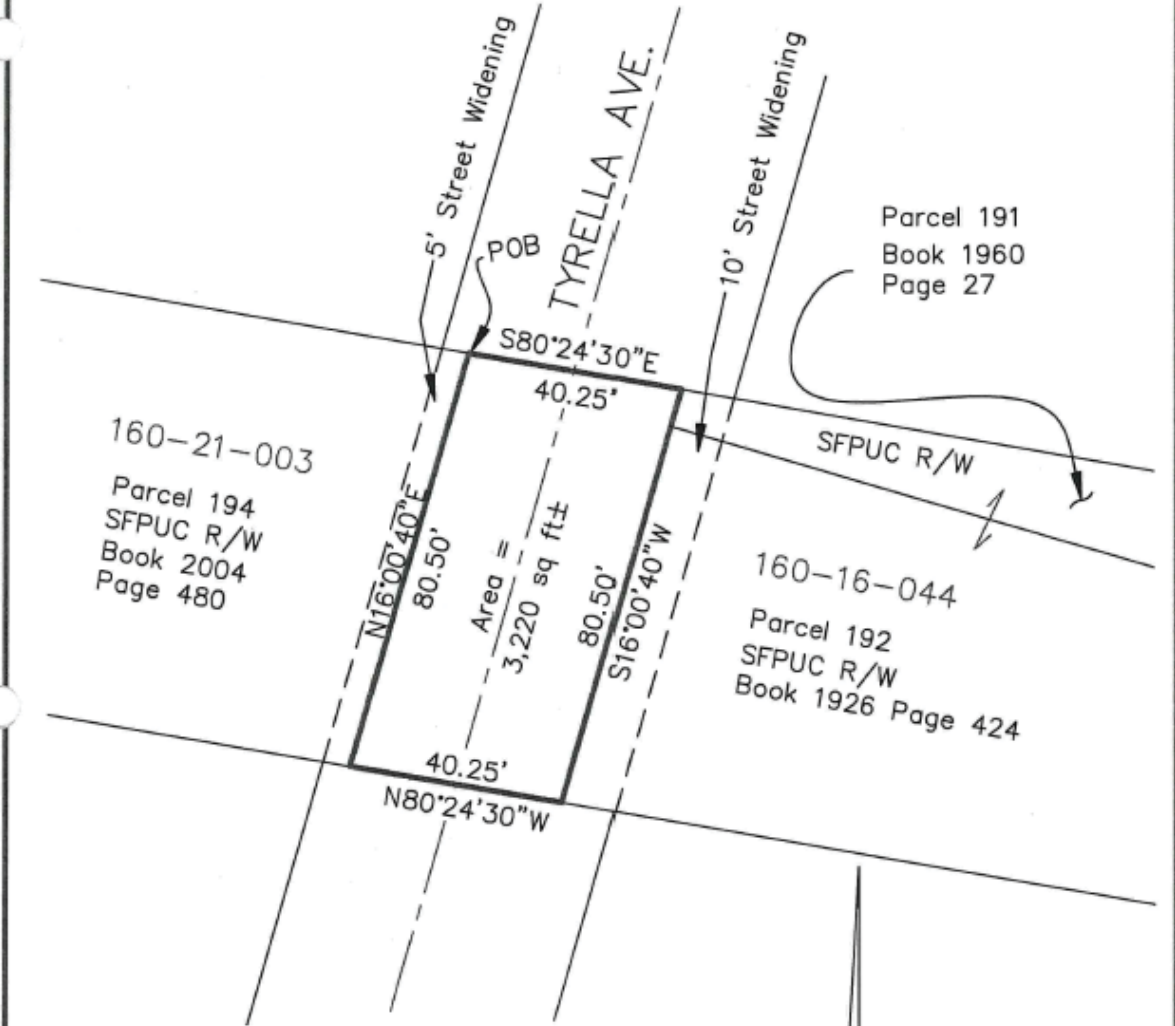
Tony E. Durkee
Tony E. Durkee, PLS5773



EXHIBIT B TO
EASEMENT DEED

[Depiction of the Easement Area]

Exhibit "B"



Parcel 191
Book 1960
Page 27

160-21-003
Parcel 194
SFPUC R/W
Book 2004
Page 480

160-16-044
Parcel 192
SFPUC R/W
Book 1926 Page 424



Not to Scale

City and County of San Francisco
Public Utilities Commission
Real Estate Services

Tyrella Ave. Crossing

City of Mountain View Santa Clara County

Tyrella Ave.dwg 02/04/2013
Revised 04/08/2013

EXHIBIT I-9

Form of Easement Deed for Whisman Road Street Crossing Parcel

[see attached]

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

With a copy to:

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

and

City of Mountain View
Attn: City Clerk
500 Castro Street
Mountain View, California 94041

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

No Situs (Public Streets)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EASEMENT DEED
(Whisman Road Crossing)

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF MOUNTAIN VIEW, a California charter city and municipal corporation (“**Grantor**”), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a California charter city and municipal corporation (“**Grantee**”), a perpetual, non-exclusive easement appurtenant to Grantee’s separate adjoining real property for the installation, construction, operation, inspection, maintenance, repair, and replacement of water pipelines, utilities, and related appurtenances in the real property located in the City of Mountain View, County of Santa Clara, State of California, described on the attached **Exhibit A** and depicted on the attached **Exhibit B** (the “**Easement Area**”).

Grantor shall retain such rights and privileges to use the surface and subsurface of the Easement Area as are not inconsistent with this easement, subject to the following conditions, covenants, and restrictions:

1. Nature of Easement. The Easement is a perpetual easement for purposes of accessing, constructing, reconstructing, removing, replacing, maintaining, repairing, operating, inspecting, and using one or more pipelines with all necessary braces, connections, valves, outlets, fastenings, and other appliances and fixtures (collectively the “**Facilities**”) in, under, and across the Easement Area. The Easement includes the right of ingress and egress to the Easement Area across adjacent lands of Grantor over any available roadways, or such routes as may be agreed

upon by Grantor and Grantee, to the extent Grantor has rights to grant such rights, and to the extent necessary for the convenience of Grantee in the enjoyment of its rights under this Deed. Grantee's rights under this Deed may be exercised by Grantee's agents, contractors, subcontractors, suppliers, consultants, employees, licensees, invitees, or representatives, or by other authorized persons acting for or on behalf of Grantee.

2. Subject to Superior and Prior and Existing Rights.

(a) The rights granted by this Deed are expressly subordinate to the rights of Grantor to use the surface of the Grantor's Property as a public road and for all other municipal purposes, including, without limitation, and at Grantor's sole and absolute discretion, the right to construct, reconstruct, install, operate, maintain, repair, and pave roadways, curbs, gutters, and sidewalks. Grantor also reserves the right to use the subsurface of the Grantor's Property for the installation, operation, maintenance, repair, or replacement of public utilities, including pipes, cables, manholes, or other infrastructure typically required for utility lines; provided, however, that such installation, operation, maintenance, repair, or replacement shall not require Grantee to relocate or remove its Facilities nor unreasonably restrict or interfere with Grantee's rights to access, construct, reconstruct, remove, replace, maintain, repair, operate, inspect, and use the Facilities. The rights granted by this Deed are also subject to any prior and existing recorded property rights of third parties, if any. Grantee shall be solely liable for the interference with any prior and existing third-party rights. Grantor reserves the right to grant, at its sole and absolute discretion, nonexclusive rights to other third parties within the Easement Area, provided that any such grants shall not require Grantee to relocate or remove its Facilities nor unreasonably restrict or interfere with Grantee's rights to access, construct, reconstruct, remove, replace, maintain, repair, operate, inspect, and use the Facilities.

(b) If Grantor or any of its agents propose or permit the installation or placement of any improvements by or on behalf of Grantor in, under, and to the Easement Area, prior to any such installation or placement: (i) Grantor shall provide, or cause to be provided, to Grantee such plans and other pertinent documents related to such proposed improvements as are reasonably requested by Grantee, at the address for Grantee set forth in Paragraph 8 below, to provide Grantee an opportunity to review and comment on the proposed improvements; (ii) Grantor shall obtain Grantee's approval of the plans and specifications for any such proposed installation or placement, which approval shall not be unreasonably withheld or delayed; and (iii) such installation or placement shall be performed in a manner that does not endanger or damage any then-existing Facilities within the Easement Area.

3. Indemnification. Grantee shall indemnify, defend, and hold Grantor harmless from and against any direct injury, loss, damage, or liability, costs, or expenses (including reasonable attorneys' fees and court costs) resulting from Grantee's use of the Easement Area, except to the extent attributable to the negligent or intentional act or omission of Grantor or its agents.

4. Notification. Grantor and Grantee, and their respective agents and contractors, shall not perform, nor permit any person or entity to perform, any excavation work on or about the Easement Area without giving at least thirty (30) days' written notice to the other party in the manner required by Paragraph 9 of this Deed (except in emergencies, where each shall give prompt written notice).

5. **Requirement for Excavation Permit.** As a condition of this Deed, Grantee shall secure an excavation permit from Grantor, acting in its ministerial capacity, for all maintenance activities requiring excavation and Grantee shall abide by the terms and conditions of any such permit.

6. **No Structures.** Grantor shall not do or allow anything in, on, under, or about the Easement Area that could cause damage or interference to the Facilities. Without limiting the foregoing, Grantor agrees that, without Grantee's prior, written consent: (a) except as permitted by Paragraph 2 above, no structures of any kind or character shall be constructed or placed on the Easement Area; (b) except as permitted by Paragraph 2 above, no excavation shall occur on the Easement Area; and (c) no trees or other vegetation that fails to comply with the San Francisco Public Utility Commission's Vegetation Management Policy (as it may be amended from time to time) shall be planted or maintained on the Easement Area. Neither Grantor nor Grantee shall cause or permit the dumping or other disposal on or about the Easement Area of refuse, hazardous materials, or other materials that are unsightly or could pose a danger to human health or safety or to the environment.

7. **Run with the Land.** The provisions, covenants, conditions, and easement provided in this Agreement shall be covenants running with the land pursuant to California Civil Code Sections 1468 and 1471 and shall burden and benefit every person having an interest in the Easement Area. Any reference to Grantor in this Deed shall include Grantor's agents and all successor owners of all or any part of the Easement Area.

8. **Notices.** Notices and other deliveries pursuant to this Deed may be delivered by private messenger service, mail, overnight courier, or delivery service. Any notice or document required or permitted to be delivered by either party shall be in writing and shall be deemed to be given on the date received by, or on the date receipt was refused by the party; provided, however, that all notices and documents: (a) mailed to a party in the United States Mail, postage prepaid, certified mail, return receipt requested, shall be deemed to have been received five (5) postal days after mailing; or (b) delivered by a nationally recognized overnight courier or delivery service shall be deemed received the next business day after deposit with a nationally recognized overnight courier or delivery service for overnight delivery. For all purposes the address of the parties shall be the following, unless otherwise changed by the party by notice to the other as provided in this subparagraph:

To GRANTOR: City Manager
City of Mountain View
500 Castro Street
P.O. Box 7540
Mountain View, California 94039-7540

With a copy to: Public Works Director
City of Mountain View
500 Castro Street
P.O. Box 7540
Mountain View, California 94039-7540

To GRANTEE: General Manager
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 13th Floor
San Francisco, California 94102

With a copy to: Real Estate Director
Real Estate Services Division
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 10th Floor
San Francisco, California 94102
RES@sfgwater.org

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

9. Miscellaneous.

(a) Entire Agreement. This Deed is the final expression of and contains the entire agreement between the parties with respect to the matters addressed in this Deed and supersedes all prior understandings with respect to such matters. This Deed may not be modified, changed, supplemented, or terminated, nor may any obligations under this Deed be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted in this Deed. The parties do not intend to confer any benefit under this Deed on any person, firm, or corporation other than the parties to this Deed.

(b) Partial Invalidity. If any term or provision of this Deed, or the application thereof, to any person or circumstance shall be invalid or unenforceable, to any extent, the remainder of this Deed, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Deed shall be valid and enforced to the fullest extent permitted by law.

(c) Waivers. No waiver of any breach of any covenant or provision of this Deed shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision of this Deed. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

(d) Governing Law; Consent to Jurisdiction. The parties to this Deed acknowledge that this Deed has been negotiated and entered into in the State of California and expressly agree that this Deed shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. Any legal action or proceeding brought by either party and arising from or in connection with this Deed or any breach of this Deed shall be brought in the California Superior Court for the County of Santa Clara.

Executed as of this _____ day of _____, 2019.

THE CITY OF MOUNTAIN VIEW,
a California charter city and municipal corporation

By: Andrew Rosenberg
Name: *for* Daniel H. Rich ~~Asst. City Manager~~
Its: City Manager

By: Kathleen Upton, Sr. Asst. of Atty
for Name: Jannie L. Quinn
Its: City Attorney

ACCEPTED:

CITY AND COUNTY OF SAN FRANCISCO,
a California charter city and municipal corporation,
acting by and through its Public Utilities Commission

By: _____
Harlan L. Kelly, Jr.
General Manager

SFPUC Resolution _____

Dated: _____

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____
Richard Handel, Deputy City Attorney

ACKNOWLEDGMENT

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

State of California
County of Santa Clara

On April 17, 2019 before me, Lisa Natusch, City Clerk, personally appeared Audrey Seymour Ramberg, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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)

Lisa Natusch, City Clerk
City of Mountain View
Government Code §40814

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed dated _____ from the first part to the City and County of San Francisco, is hereby accepted pursuant to Board of Supervisors' Resolution No. _____, approved _____, 201__, and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____, 2019

By: _____
Andrico Penick, Director of Property

EXHIBIT A TO
EASEMENT DEED

[Legal Description of Easement]

November 22, 2013

Exhibit "A"
LEGAL DESCRIPTION
Whisman Road Crossing

All that real property situate in the County of Santa Clara, State of California, being a portion of Whisman Road, and being more particularly described as follows:

BEGINNING at the southeast corner of that parcel of land described in that certain deed recorded on April 7, 1952 in Book 2396, Page 37 Official Records of Santa Clara County, State of California, said parcel being known to the City and County of San Francisco as Parcel 189-A, Bay Division Pipe Line Right-of-Way (numbers 3, & 4);

thence North 16°25'30" East, 80.14 feet;

thence South 76°51'00" East, 40.06 feet to the northeast corner of that parcel of land described in that certain final decree in condemnation recorded in Book 2662, Page 278 Official Records of Santa Clara County, State of California, said parcel being known to the City and County of San Francisco as Parcel 186-A, Bay Division Pipe line Right-of-Way (numbers 3, & 4);

thence South 16°25'30" West, 80.14 feet to the southwest corner of Parcel 2 described in that certain deed recorded on March 5, 1953 in Book 2827, Page 339 Official Records of Santa Clara County, State of California, said parcel being known to the City and County of San Francisco as Parcel 187-A, Bay Division Pipe Line Right-of-Way (numbers 3, & 4);

thence North 76°51'00" West, 40.06 feet to the **POINT OF BEGINNING**.

Containing 3,206 square feet, more or less.

A plat showing the above-described parcel 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.


Tony E. Durkee, PLS5773

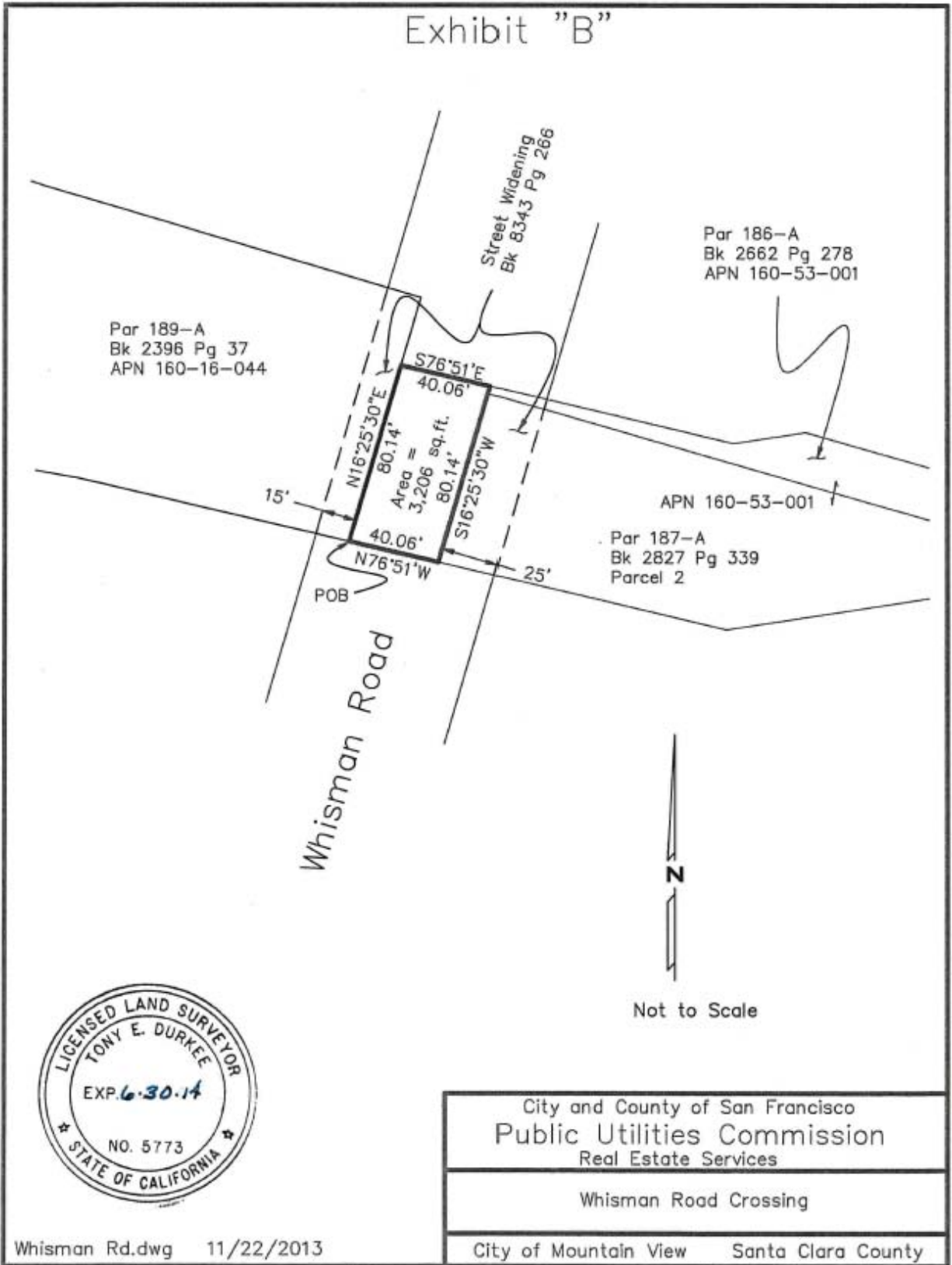


END OF DESCRIPTION

EXHIBIT B TO
EASEMENT DEED

[Depiction of the Easement Area]

Exhibit "B"



Whisman Rd.dwg 11/22/2013

| |
|---|
| City and County of San Francisco Public Utilities Commission Real Estate Services |
| Whisman Road Crossing |
| City of Mountain View Santa Clara County |