

File No. 190703

Committee Item No. 3

Board Item No. 5

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date October 16, 2019

Board of Supervisors Meeting

Date October 22, 2019

#### Cmte Board

<input type="checkbox"/>	<input type="checkbox"/>	Motion
<input type="checkbox"/>	<input type="checkbox"/>	Resolution
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Ordinance
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Legislative Digest
<input type="checkbox"/>	<input type="checkbox"/>	Budget and Legislative Analyst Report
<input type="checkbox"/>	<input type="checkbox"/>	Youth Commission Report
<input type="checkbox"/>	<input type="checkbox"/>	Introduction Form
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Department/Agency Cover Letter and/or Report
<input type="checkbox"/>	<input type="checkbox"/>	MOU
<input type="checkbox"/>	<input type="checkbox"/>	Grant Information Form
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<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Contract/Agreement
<input type="checkbox"/>	<input type="checkbox"/>	Form 126 – Ethics Commission
<input type="checkbox"/>	<input type="checkbox"/>	Award Letter
<input type="checkbox"/>	<input type="checkbox"/>	Application
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OTHER (Use back side if additional space is needed)

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Memorandum of Agreement</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>SFPUC Resolution</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Easement Deeds</u>
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Completed by: Linda Wong

Date October 10, 2019

Completed by: Linda Wong

Date October 16, 2019

[Memorandum of Agreement - Issuance of Revocable Licenses and Easements Agreements - City of Mountain View - Waiver of Administrative Code Appraisal Requirements]

Ordinance approving the terms and conditions of, and authorizing the General Manager of the San Francisco Public Utilities Commission (SFPUC) to seek approval from the Board of Supervisors and Mayor to execute, a Memorandum of Agreement (MOA) with the City of Mountain View, California with a term of up to 20 years, providing for the SFPUC's issuance to Mountain View of eight revocable licenses (New Licenses) for the use of SFPUC lands for public recreational purposes in exchange for Mountain View's grant to the SFPUC of nine easements (Proposed Easements) and Mountain View's agreement to perform other services, subject to Board of Supervisors approval pursuant to Charter, Section 9.118; exempting the MOA, the New Licenses, and the Proposed Easements from the appraisal requirements of San Francisco Administrative Code, Sections 23.3 and 23.30; affirming the SFPUC's determination under the California Environmental Quality Act; and making findings, including findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1(b).

NOTE: **Unchanged Code text and uncodified text** are in plain Arial font.  
**Additions to Codes** are in single-underline italics Times New Roman font.  
**Deletions to Codes** are in ~~strikethrough italics Times New Roman font~~.  
**Board amendment additions** are in double-underlined Arial font.  
**Board amendment deletions** are in ~~strikethrough Arial font~~.  
**Asterisks (\* \* \* \*)** indicate the omission of unchanged Code subsections or parts of tables.

Be it ordained by the People of the City and County of San Francisco:

Section 1. Background and Findings.



1 (a) The City and County of San Francisco (City), under the jurisdiction of the San  
2 Francisco Public Utilities Commission (SFPUC), owns in fee certain real property in the City of  
3 Mountain View, California (Mountain View) that contains the SFPUC's Bay Division Pipelines  
4 3 and 4.

5 (b) The SFPUC lacks documentation of permanent rights in nine parcels of real  
6 property (Gap Parcels) that constitute portions of the SFPUC's pipeline right-of-way that lie  
7 beneath the following street crossings located in Mountain View: Crisanto Avenue, Fayette  
8 Drive, Moffett Boulevard, Ortega Avenue, Rengstorff Avenue, San Antonio Road, Stierlin  
9 Road, Tyrella Avenue, and Whisman Road.

10 (c) The City, through the SFPUC, also owns a parcel of real property located between  
11 Stierlin Road and Moffett Boulevard in Mountain View (Maintenance Parcel) identified as  
12 SFPUC Parcel 199-A that consists of a vacant unlicensed parcel.

13 (d) To perfect the SFPUC's rights in, and use of, the Gap Parcels and the SFPUC's  
14 pipelines and related appurtenances within, across, and under the Gap Parcels for the benefit  
15 of its constituents and rate payers, the SFPUC desires to obtain from Mountain View  
16 permanent easement rights under and across the Gap Parcels pursuant to nine easement  
17 deeds (Proposed Easements) to avoid the potential risk and huge costs of being forced to  
18 relocate its infrastructure located in the Gap Parcels.

19 (e) The SFPUC has identified 29 trees located on certain parcels of City property  
20 located in Mountain View that pose hazards or unacceptable risks to the SFPUC pipelines  
21 and appurtenances and should be removed in accordance with the SFPUC Right of Way  
22 Encroachment Policy and the SFPUC Right of Way Integrated Vegetation Management  
23 Policy.

24 (f) In addition to its desire to acquire such permanent easement rights pursuant to the  
25 Proposed Easements, the SFPUC seeks Mountain View's agreement to perform the following

1 services (Additional Services): the removal of the identified 29 trees, maintenance of the  
2 Maintenance Parcel, and assistance with community outreach in the SFPUC's ongoing efforts  
3 to remove existing and future encroachments by adjoining third-party landowners upon City  
4 property within Mountain View.

5 (g) Mountain View has long occupied and used for recreational uses several SFPUC  
6 parcels located in Mountain View (collectively, SFPUC Parcels) pursuant to seven existing,  
7 outdated SFPUC revocable permits (Existing Permits). The recreational uses include a  
8 garden, pedestrian and bicycle trails, public parks and playgrounds, and landscaping.

9 (h) Under the terms of the Existing Permits, Mountain View pays no fee to the SFPUC  
10 for its use of the SFPUC Parcels, although some of the Existing Permits obligate Mountain  
11 View to reimburse the SFPUC for Mountain View's pro rata share of property taxes and  
12 assessments.

13 (i) In exchange for the Proposed Easements across the Gap Parcels and Mountain  
14 View's performance of the Additional Services, the SFPUC is willing to grant Mountain View  
15 seven new revocable licenses to replace the outdated Existing Permits. The new revocable  
16 licenses will have an initial term of 10 years, with two five-year extension terms which will  
17 become automatically effective unless (1) the license is previously terminated or (2) Mountain  
18 View is in default under the terms of the license. Each license has a total potential term of 20  
19 years.

20 (j) The seven replacement revocable licenses are as follows: (1) a license for  
21 approximately 13,504 square feet of SFPUC Parcel No. 214, designated by Mountain View as  
22 Klein Park; (2) a license for approximately 35,806 square feet of SFPUC Parcel No. 210,  
23 designated by Mountain View as Rengstorff Park; (3) a license for approximately 14,350  
24 square feet of SFPUC Parcel No. 208A, designated by Mountain View as Senior Garden; (4)  
25 a license for approximately 70,132 square feet of SFPUC Parcel N. 203-A, designated by

1 Mountain View as Rex Manor Park; (5) A license for approximately 3,750 square feet of  
2 SFPUC Parcel No. 201A, designated by Mountain View as the Stierlin Road Sidewalk  
3 Connector; and (6) a license for approximately 122,000 square feet of SFPUC Parcel No.  
4 194, 195-A, and 196-A, designated by Mountain View as the Stevens Creek Trail and  
5 Whisman Park.

6 (k) The SFPUC is also willing to grant Mountain View one new revocable license for the  
7 use of approximately 57,500 square feet of SFPUC Parcels No. 227, 228, and 229, located  
8 between El Camino Real and Fayette Drive in Mountain View where Mountain View desires to  
9 construct a new public park to be designated Fayette Park. The new Fayette Park license will  
10 also have a total potential term of 20 years.

11 (l) The SFPUC and Mountain View and the City have negotiated and prepared a  
12 proposed Memorandum of Agreement (MOA), a copy of which is on file with the Clerk of the  
13 Board of Supervisors in File No. 190703, which provides for the SFPUC's issuance of seven,  
14 revocable modern licenses to replace the seven outdated Existing Permits on the SFPUC  
15 Parcels and issuance of a new revocable license to allow Mountain View to construct and  
16 operate Fayette Park for public use, for a total of eight revocable licenses (New Licenses).

17 (m) As consideration for the eight New Licenses, pursuant to the MOA, Mountain View  
18 shall provide the following: (1) the grant pursuant to the Proposed Easements of permanent,  
19 subsurface easement rights to SFPUC, at no cost, to perfect the SFPUC's rights in, and use  
20 of, the Gap Parcels; (2) Mountain View's removal of 29 trees that present pipeline hazards  
21 located on certain City property within Mountain View in accordance with the SFPUC's Right  
22 of Way Encroachment Policy and the SFPUC's Right of Way Integrated Vegetation  
23 Management Policy; (3) Mountain View's maintenance of the Maintenance Parcel throughout  
24 the term of the MOA; (4) Mountain View's assistance in the SFPUC's ongoing efforts under  
25

1 these policies to remove encroachments by adjoining third-party landowners upon certain  
2 other portions of the SFPUC's pipeline right-of-way within Mountain View; and (5) Mountain  
3 View's reimbursement of the SFPUC's costs of mitigation and removal of Mountain View's  
4 improvements if the SFPUC needs to disrupt Mountain View's improvements on the SFPUC  
5 Parcels.

6 (n) On February 2, 2016, as a Lead Agency under the California Environmental Quality  
7 Act (CEQA), Mountain View determined that the proposed MOA, including the New Licenses  
8 and Proposed Easements, is categorically exempt under Sections 15332, 15321, and  
9 15301(h) ("Infill Development Projects," "Enforcement Actions by Regulatory Agencies," and  
10 "Existing Facilities") of the CEQA Guidelines. On February 3, 2016, Mountain View issued a  
11 Notice of Exemption (NOE).

12 (o) On May 28, 2019, the SFPUC adopted SFPUC Resolution No. 19-0099 by which  
13 the SFPUC approved the transactions contemplated by the MOA and, as a Responsible  
14 Agency under CEQA, made the following determinations (SFPUC CEQA Findings): (1) the  
15 SFPUC reviewed the proposed MOA and reviewed and considered the categorical exemption  
16 and Notice of Exemption (NOE) issued by Mountain View, and the record as a whole; (2) the  
17 MOA is within the scope of Mountain View's CEQA determination; (3) the categorical  
18 exemption and the NOE were adequate for SFPUC's use in approving the MOA; and (4) since  
19 the categorical exemption and the Notice of Exemption were finalized, there have been no  
20 project changes and no substantial changes in project circumstances that would require  
21 changes to Mountain View's CEQA determinations due to the involvement of any significant  
22 environmental effects, and there is no new information of substantial importance that would  
23 change the conclusions set forth in the categorical exemption. Mountain View's categorical  
24 exemption and the NOE are part of the record of such approval and copies of said  
25

1 documents, along with SFPUC Resolution 19-0099, are on file with the Clerk of the Board of  
2 Supervisors in File No. 190703 and are incorporated herein by reference.

3 (p) The Board of Supervisors hereby adopts and incorporates by reference as though  
4 fully set forth herein the SFPUC CEQA Findings.

5 (q) By letter to the Board of Supervisors dated June 4, 2019, the Planning Department  
6 found that the proposed MOA was consistent with the City's General Plan and the eight  
7 priority policies of Planning Code Section 101.1. A copy of said letter is on file with the Clerk  
8 of the Board of Supervisors in File No. 190703, and is incorporated herein by reference. The  
9 Board of Supervisors finds that the proposed MOA is consistent with the City's General Plan  
10 and the eight priority policies of Planning Code Section 101.1 for the reasons set forth in said  
11 letter.

12 Section 2. Waiver of Administrative Code Requirement for Market Rent Determination.

13 (a) Because of the substantial non-monetary consideration to be received from  
14 Mountain View in exchange for the New Licenses and the Additional Services, SFPUC has  
15 determined that the appraisal requirements in Administrative Code Section 23.3 and Section  
16 23.30 should not apply to the transaction between SFPUC and Mountain View.

17 (b) The Board of Supervisors hereby waives Section 23.3 and Section 23.30 of the  
18 Administrative Code to the extent they apply to the MOA, the City's acquisition of the  
19 Proposed Easements, and the City's issuance of the New Licenses to Mountain View.

20 Section 3. Approval of Memorandum of Agreement.

21 (a) The SFPUC's General Manager is authorized to execute and deliver the MOA and  
22 the New Licenses, accept the Proposed Easements, perform all acts required of the City  
23 under the MOA, the New Licenses, and the Proposed Easements, and enter into  
24 amendments or other modifications to the MOA, the New Licenses, and the Proposed  
25 Easements (including, without limitation, attaching and modifying any exhibits to such

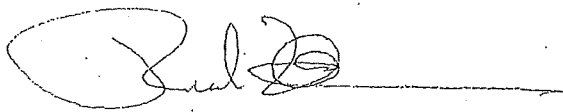
1 instruments) that the General Manager, in consultation with the City Attorney, determines are  
2 in the best interest of the City, do not materially decrease the City's benefits, do not materially  
3 increase the City's obligations or liabilities, do not authorize any activities without pursuing all  
4 required regulatory and environmental review and approvals, and are necessary or advisable  
5 to complete the transactions which the New License contemplates and effectuate the purpose  
6 and intent of this ordinance.

7 (b) Within 30 days of the MOA, the Proposed Easements, and the New Licenses being  
8 fully executed and delivered by all parties, the SFPUC shall provide the final MOA to the Clerk  
9 of the Board of Supervisors for inclusion in File No. 190703, the official file for this  
10 ordinance.

11 Section 4. Effective Date. This ordinance shall become effective 30 days after  
12 enactment. Enactment occurs when the Mayor signs the ordinance, the Mayor returns the  
13 ordinance unsigned or does not sign the ordinance within ten days of receiving it, or the Board  
14 of Supervisors overrides the Mayor's veto of the ordinance.

15  
16 APPROVED AS TO FORM:  
17 DENNIS J. HERRERA, City Attorney

18  
19 By:



20 RICHARD HANDEL  
21 Deputy City Attorney  
22  
23  
24  
25

## LEGISLATIVE DIGEST

[Memorandum of Agreement - Issuance of Revocable Licenses and Easements Agreements - City of Mountain View - Waiver of Administrative Code Appraisal Requirements]

Ordinance approving the terms and conditions of, and authorizing the General Manager of the San Francisco Public Utilities Commission (SFPUC) to seek approval from the Board of Supervisors and Mayor to execute a Memorandum of Agreement (MOA) with the City of Mountain View, California with a term of up to 20 years, providing for the SFPUC's issuance to Mountain View of eight revocable licenses (New Licenses) for the use of SFPUC lands for public recreational purposes in exchange for Mountain View's grant to the SFPUC of nine easements (Proposed Easements) and Mountain View's agreement to perform other services, subject to Board of Supervisors approval pursuant to Charter, Section 9.118; exempting the MOA, the New Licenses, and the Proposed Easements from the appraisal requirements of San Francisco Administrative Code, Sections 23.3 and 23.30; affirming the SFPUC's determination under the California Environmental Quality Act; and making findings, including findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1(b).

### Existing Law

Chapter 23 of the City's Administrative Code sets forth the policies and procedures for conveyance, acquisition, and leasing of real property by the City, including requirements for the preparation of appraisals in connection with certain proposed acquisitions, conveyances and leases. Pursuant to the proposed ordinance, the Board would approve the execution by the City of a Memorandum of Agreement ("MOA") for the proposed issuance of eight licenses ("New Licenses") by City to the City of Mountain View ("Mountain View") for use of City land as parks in exchange for Mountain View's conveyance to City of nine permanent easements ("Proposed Easements") across nine Mountain View street intersections where SFPUC pipelines are currently located and other services to be performed by Mountain View as stated in the MOA. The Board would also exempt from the appraisal requirements of Chapter 23 of the City's Administrative Code the real property transactions contemplated by the MOA, the New Licenses, and the Proposed Easements. The Board will also adopt findings affirming the SFPUC's determination under the California Environmental Quality Act and pursuant to the City Planning Code Section 101.

### Amendments to Current Law

Pursuant to the proposed Ordinance, the Board would find, based on the substantial non-monetary consideration to be received from Mountain View in exchange for the New Licenses, that the appraisal requirements in San Francisco Administrative Code Section 23.3 and Section 23.30 should not apply to the transactions contemplated by the MOA, the New Licenses, and the Proposed Easements.

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**THE CITY AND COUNTY OF SAN FRANCISCO,**  
**THROUGH ITS PUBLIC UTILITIES COMMISSION,**  
**AND**  
**THE CITY OF THE CITY OF MOUNTAIN VIEW**  
**REGARDING MOUNTAIN VIEW'S USE OF SAN FRANCISCO LANDS**

Dated as of \_\_\_\_\_, 2019



## MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Agreement"), dated as of \_\_\_\_\_, 2019 for reference purposes, is by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("San Francisco"), acting through its Public Utilities Commission ("SFPUC"), and the CITY OF MOUNTAIN VIEW, a municipal corporation ("Mountain View"). San Francisco and Mountain View may be sometimes collectively referred to in this Agreement as the "Parties."

### RECITALS

A. San Francisco, acting by and through the SFPUC, owns and operates a regional water system that serves San Francisco and twenty-seven (27) wholesale water customers located in San Mateo, Santa Clara, and Alameda counties in the San Francisco Bay Area. The SFPUC maintains San Francisco real property that constitutes a part of such water system, including numerous parcels of property located within Mountain View's municipal borders. San Francisco has installed and maintains, or may install and maintain, pipelines, electrical, telecommunication, or other utility lines, wells, sanitary or storm sewers, and/or other improvements, along with related appurtenances to any of the foregoing named improvements (collectively, the "SFPUC Facilities"), on, across, under, or over most or all of such parcels of real property.

B. Mountain View occupies and uses for recreational uses six (6) parcels of San Francisco real property pursuant to six (6) existing SFPUC permits as shown on the attached Exhibit A (collectively, the "Subject Parcels"). Mountain View pays no rent to San Francisco with respect to its use of any of the Subject Parcels, although, in certain instances, Mountain View reimburses San Francisco for Mountain View's pro rata share of property taxes and assessments for such use. In addition to the Subject Parcels, San Francisco owns a parcel of real property located between El Camino Real and Fayette Drive in Mountain View (sometimes designated as SFPUC Parcels No. 227, 228, and 229) where Mountain View desires to construct a new park for use by the public (the "Fayette Parcel"). The Fayette Parcel is further depicted in the attached Exhibit B.

C. San Francisco has identified the trees listed on the attached Exhibit C-1 and located as shown on the attached Exhibit C-2 (the "Unacceptable Trees") that are currently placed on certain of the Subject Parcels or other San Francisco parcels located within Mountain View's borders that San Francisco has determined pose hazards or unacceptable risks to the SFPUC Facilities located on, across, or under such parcels. The Unacceptable Trees should be removed in accordance with the SFPUC Right of Way Encroachment Policy (a copy of which is attached as Exhibit D) and the SFPUC Right of Way Integrated Vegetation Management Policy (a copy of which is attached as Exhibit E). San Francisco desires that Mountain View remove the Unacceptable Trees and seeks Mountain View's assistance with community outreach in the SFPUC's ongoing efforts under its Encroachment Policy and Vegetation Management Policy to remove encroachments by adjoining third-party landowners upon certain of other portions of San Francisco's pipeline right-of-way within Mountain View's boundaries.

D. San Francisco's regional water system includes Bay Division Pipelines 3 and 4, which are located in San Francisco's pipeline right of way that crosses Mountain View. Although San Francisco owns fee interests or permanent easement rights in virtually all of its pipeline rights of way, San Francisco lacks documentation of such permanent rights in several parcels constituting portions of its pipeline right of way that lie beneath certain Mountain View streets and are identified in the attached Exhibit F (the "Gap Parcels"). In order to perfect any rights it has, or desires to have, in the Gap Parcels for the benefit of its constituents and rate payers, San Francisco desires to obtain easement rights from the City of Mountain View to place, operate, maintain, repair, and replace its pipelines and related appurtenances within, across, and under the Gap Parcels.

E. On February 2, 2016, the Mountain View City Council determined that the proposed transactions and respective obligations of the Parties pursuant to this Agreement (inclusive of the proposed park developments and tree removals), were categorically exempt under the California Environmental Quality Act ("CEQA") per Sections 15332, 15321, and 15301(h) ("Infill Development Projects", "Enforcement Actions by Regulatory Agencies", and "Existing Facilities") of the CEQA Guidelines and authorized the Mountain View City Manager to execute this Agreement once the terms have been finalized. Mountain View filed a CEQA Notice of Exemption on February 3, 2016. On November 16, 2016, the Bureau Manager of the SFPUC's Bureau Of Environmental Management wrote a memorandum explaining the SFPUC's role as a Responsible Agency under CEQA with respect to this proposed Agreement, and the transactions and respective obligations of the Parties pursuant to this Agreement (inclusive of the proposed park developments and tree removals contemplated by this Agreement), and, among other determinations, found that (i) the SFPUC is a "responsible agency" under CEQA with respect to the "project" contemplated by this Agreement because execution of this Agreement and the instruments contemplated by this Agreement to allow Mountain View's use and maintenance of certain of the SFPUC's lands in Mountain View constitutes a discretionary action by the SFPUC that is subject to compliance with CEQA, but Mountain View is primarily responsible as "Lead Agency" for implementation of the actions considered in this MOA; (ii) the SFPUC's Natural Resources Land Management Division determined that the proposed park developments and tree removals are consistent with the SFPUC's policy regarding acceptable uses of the SFPUC's right-of-way lands and are compatible with protection and maintenance of the SFPUC's pipelines; and (iii) Mountain View did not adopt mitigation measures for the proposed "project," as part of its determination that the project is categorically exempt from CEQA, but did agree to conduct bird nesting surveys before tree removal, and the SFPUC is willing to enable Mountain View, through execution of this proposed Agreement and approval of the associated revocable licenses, to carry out the proposed improvements on portions of the SFPUC's rights of way located in the City of Mountain View.

F. Subject to the terms and conditions of this Agreement, San Francisco is willing to grant Mountain View rent-free licenses with respect to the Subject Parcels and the Fayette Parcel for the Term (defined in Section 1 [Term] below) of this Agreement.

G. Mountain View is willing to maintain the Subject Parcels and the Fayette Parcel and perform its other obligations set forth in this Agreement and the New Licenses (defined in Section 3 [License Agreements] below) in order to improve the appearance of these parcels and enable its residents to enjoy the use of the parcels as parks and community open space.

NOW, THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, San Francisco and Mountain View hereby agree as follows:

### AGREEMENT

1. Term. The term (the "Term") of this Agreement shall commence on the date that this Agreement is mutually executed and delivered by the Parties (the "Effective Date") and continue for so long as the New Licenses or any of them, are in force and effect. Execution and delivery of this Agreement is subject to the approval of Mountain View's City Council, SFPUC approval, and, if required, the approval of San Francisco's Board of Supervisors and Mayor.

2. Fayette Park. On the Effective Date, pursuant to Section 3 [License Agreements] below, San Francisco shall issue an appropriate license that provides for Mountain View's use of the Fayette Parcel for park and recreational uses.

3. License Agreements. On the Effective Date, the Parties shall execute and deliver new licenses (collectively, the "New Licenses" and each a "New License") in substantially the form attached as Exhibit G-1, Exhibit G-2, Exhibit G-3, Exhibit G-4, Exhibit G-5,

Exhibit G-6, and Exhibit G-7 with respect to use and occupancy of the Subject Parcels and the Fayette Parcel (collectively, the “**Licensed Premises**”) after the Effective Date. The Parties acknowledge that (a) upon the execution and delivery by the Parties of the New Licenses, any permit, lease, license, or other instrument issued prior to the Effective Date by San Francisco to Mountain View with respect to Mountain View’s use or occupancy of any of the Licensed Premises shall be terminated, superseded, and replaced by the New License to be issued with respect to such Licensed Premises; and (b) none of the New Licenses shall require Mountain View to pay rent or other consideration to San Francisco as compensation for Mountain View’s use or occupancy of the Licensed Premises except as provided in Section 4 [Maintenance], Section 5 [Conveyance of Easement Rights in Specified Street Crossings], Section 6 [Removal of Certain Encroachments and Encroachment Assistance], and Section 7 [Costs of Mitigation and Removal of Mountain View’s Improvements]. In addition, Mountain View acknowledges that the New Licenses will provide that Mountain View shall be obligated to (i) reimburse San Francisco for property taxes and other assessments levied against the Licensed Premises during the term of each New License, (ii) maintain such insurance or self-insurance as specified in each New License, and (iii) pay such other fees or costs not constituting rent or compensation for Mountain View’s use or occupancy of the Licensed Premises as specified in each New License (e.g., repair costs to SFPUC Facilities damaged by Mountain View’s or the public’s use of any of the Licensed Premises, inspection fees or costs associated with improvements, repairs, or maintenance work by or on behalf of Mountain View on any of the Licensed Premises, and such costs or damages incurred by San Francisco resulting from Mountain View’s failure to perform its obligations under a New License).

4. **Maintenance.** During the Term, Mountain View will maintain the surface of the parcel identified on the attached Exhibit H (the “**Maintenance Parcel**”), which is owned by San Francisco as part of its water system and located within Mountain View’s boundaries. As used in this Section 4 and Section 8 [Indemnity] below, the terms “**maintain**,” “**maintenance**,” and “**maintenance obligations**,” mean that, with respect to the Maintenance Parcel, Mountain View shall be solely responsible to (a) mow grass and remove weeds when necessary in accordance with the SFPUC Vegetation Management Policy and, in any event, at least twice each calendar year, and (b) regularly (at least once every calendar month) remove trash, debris, and graffiti as reasonably required or necessary to keep the Maintenance Parcel in a safe, sanitary, and sightly condition and to prevent the existence of a nuisance on the Maintenance Parcel. In the course of maintaining the Maintenance Parcel, Mountain View shall not do anything in, on, under, or about the Maintenance Parcel that could cause damage to or interference with any pipelines or other property located in, on, under, or about the Maintenance Parcel. Mountain View shall use, and shall cause its employees, contractors, and agents to use, due care at all times to avoid any damage or harm to San Francisco’s water pipelines or other property and natural attributes of the Maintenance Parcel and to minimize slope erosion. Mountain View shall not perform any excavation work without San Francisco’s prior written approval, which San Francisco may withhold at its sole discretion. Under no circumstances shall Mountain View damage, harm, or remove any rare, threatened, or endangered species that are present on or about the Maintenance Parcel. Mountain View’s obligations to maintain the Maintenance Parcel shall continue until the earlier of the following dates: (i) the date Mountain View receives San Francisco’s notice terminating all of Mountain View’s then remaining maintenance obligations pursuant to this Section 4 or (ii) the date that none of the New Licenses continues to be in force and effect. Mountain View shall notify San Francisco in writing not less than five (5) days before performing any maintenance work on the Maintenance Parcel, except in the case of an emergency wherein Mountain View shall notify San Francisco telephonically and in writing as soon as reasonably possible. For the purposes of the foregoing notice obligation, “maintenance work” shall not be deemed to include the mowing, or the weed, trash, debris, and graffiti removal regularly performed by Mountain View pursuant to this Section. Notwithstanding the foregoing, at all times, San Francisco shall retain all of its property rights with respect to the Maintenance Parcel, including, without limitation, the right at all relevant times to enter upon, use, inspect, and construct, maintain, or repair improvements upon, across, under, or over the Maintenance Parcel. If, at any time prior to the termination of Mountain View’s maintenance obligations pursuant to this Section 4, San Francisco notifies Mountain View of deficiencies or failures in

Mountain View's performance of such obligations, Mountain View shall promptly remedy or cure such deficiencies or failures.

5. **Conveyance of Easement Rights in Specified Street Crossings.** On the Effective Date, Mountain View shall execute and deliver to San Francisco easement deeds with respect to each of the Gap Parcels in the forms attached as **Exhibit I-1, Exhibit I-2, Exhibit I-3, Exhibit I-4, Exhibit I-5, Exhibit I-6, Exhibit I-7, Exhibit I-8, and Exhibit I-9.**

6. **Removal of Certain Encroachments and Encroachment Assistance.** In accordance with, and pursuant to the SFPUC Encroachment Policy and Vegetation Management Policy, Mountain View will perform the following services:

(a) Within one hundred eighty (180) days of the Effective Date, Mountain View will remove, or cause the removal of, the Unacceptable Trees that are currently located on certain Subject Parcels or other parcels of San Francisco's real property located within Mountain View's borders. The Unacceptable Trees are specifically identified on the attached **Exhibit C-1** and their locations are depicted on the attached **Exhibit C-2.**

(b) During the Term, Mountain View shall assist and cooperate with San Francisco in its community outreach efforts and communications with third-parties to remove structures, trees, and shrubs on parcels of San Francisco real property located within Mountain View's boundaries when San Francisco determines that the presence on San Francisco lands of such structures, trees, or shrubs constitute violations of the SFPUC Encroachment Policy, Vegetation Management Policy, and related guidelines (as they currently exist and may be amended from time to time) or pose hazards or unacceptable risks to any of the current or future SFPUC Facilities installed on or about such parcels of San Francisco property. Such community outreach assistance and cooperation shall include, without limitation, promptly after San Francisco's request, Mountain View co-signing any SFPUC correspondence to local citizens regarding such violations of the SFPUC Encroachment Policy, Vegetation Management Policy, and related guidelines or risks resulting therefrom, and other reasonable measures necessary to protect and safely maintain and operate San Francisco's water conveyance systems and its associated pipeline right of way(s), subject to Mountain View's approval of the letter content.

7. **Costs of Mitigation and Removal of Mountain View's Improvements.** In the event that the SFPUC requires use or occupancy of the any portion of the Licensed Premises at any time or for any reason, including, without limitation, (a) any use that requires or results in the installation, removal, replacement, repair, or maintenance by or on behalf of San Francisco of pipelines, water or electrical conveyance systems, structures of any kind, or any other improvements to be constructed or placed upon, under, above, or across the Licensed Premises, or any of them, (b) the removal or alteration of any improvements installed by Mountain View on any of the Licensed Premises, (c) the interruption or cessation of the use by Mountain View or the public for public park or recreational purposes of any portion of the Licensed Premises, (d) the termination of any of the New Licenses, or (e) any other change in the use or physical modification of any portion of the Licensed Premises, Mountain View acknowledges and agrees that, within thirty (30) days of San Francisco's written request, it shall pay or reimburse San Francisco for any costs or expenses incurred by San Francisco to the extent attributable to:

(i) the implementation of any mitigation measures required by any applicable federal, state, or local law, including, without limitation, CEQA, San Francisco's Environmental Quality Regulations (San Francisco Administrative Code Section 31), and any other similar law or statute, resulting from the change in use or alteration of any of the Licensed Premises or the loss or interruption of public park or recreational uses of any of the Licensed Premises by Mountain View or the public, and

(ii) the alteration, removal, and/or restoration of Mountain View's improvements upon any of the Licensed Premises.

8. **Indemnity.** Mountain View, on behalf of itself and its successors and assigns, shall indemnify and hold harmless San Francisco and its boards, commissions, departments, agencies, and other subdivisions, including, without limitation, the SFPUC, and all of its and their respective officers, directors, employees, agents, and contractors (collectively, "**Agents**"), and their respective heirs, legal representatives, successors and assigns, and each of them (collectively, "**Indemnified Parties**") from and against any and all claims, demands, losses, liabilities, damages, liens, injuries, penalties, fines, lawsuits and other proceedings, judgments and awards, and costs and expenses, including, without limitation, reasonable attorneys' and consultants' fees and costs (collectively, "**Losses**") incurred in connection with or arising directly or indirectly, in whole or in part, out of: (a) any accident, injury to, or death of a person, including, without limitation, Mountain View's agents, employees, representatives, employees, and invitees, or loss of or damage to property (including, without limitation, the SFPUC Facilities) howsoever or by whomsoever caused, occurring in, on, or about any parcel of San Francisco real property located within Mountain View's borders (the "**San Francisco Properties**") during the course of, or relating to, Mountain View's performance of its maintenance obligations pursuant to Section 4 [Maintenance] or Mountain View's performance of its obligations pursuant to Section 6(a) [Removal of Certain Encroachments and Encroachment Assistance] to remove the structures, trees, and shrubs specified on Exhibit C-1; (b) any default by Mountain View in the observation or performance of any of the terms, covenants, or conditions of this Agreement to be observed or performed on Mountain View's part; (c) the condition of any of the San Francisco Properties or any of the SFPUC Facilities located on, across, under, or over any of the San Francisco Properties; (d) any construction or other work undertaken by Mountain View on or about the San Francisco Properties whether before or during the Term of this Agreement; or (e) any acts, omissions or negligence of Mountain View, its agents, employees, representatives, employees and invitees, or of any trespassers, in, on, or about the San Francisco Properties; all regardless of the sole negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on, San Francisco or any other of the Indemnified Parties, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement and further except only to the extent such Losses as are caused exclusively by the gross negligence and intentional wrongful acts and omissions of the Indemnified Parties. The foregoing indemnification and hold harmless obligations shall include, without limitation, reasonable fees of attorneys, consultants, and experts and related costs and San Francisco's costs of investigating any Loss. Mountain View specifically acknowledges and agrees that it has an immediate and independent obligation to defend San Francisco and the other Indemnified Parties from any claim that actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent, or false, which obligation arises at the time such claim is tendered to Mountain View by San Francisco and continues at all times thereafter. Mountain View's obligations under this Section shall survive the expiration or sooner termination of the Agreement.

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

San Francisco or the SFPUC: Real Estate Services Division  
San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 10th Floor  
San Francisco, California 94102  
Attn: Real Estate Director  
Re: MOA with City of Mountain View

Mountain View:

City of Mountain View  
Public Works Department  
500 Castro Street  
Mountain View, California 94039-7540  
Attn: Real Estate Program Administrator

A properly addressed notice transmitted by one of the foregoing methods shall be deemed received upon confirmed delivery, attempted delivery, or rejected delivery. Neither party may give official or binding notice by e-mail or facsimile transmission.

**10. Miscellaneous Provisions.**

(a) **Risk of Non-Appropriation of Funds.** This Agreement is subject to the budget and fiscal provisions of San Francisco's Charter. San Francisco shall have no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. Mountain View acknowledges that San Francisco budget decisions are subject to the discretion of its Mayor and Board of Supervisors. Mountain View assumes all risk of possible non-appropriation or non-certification of funds, and such assumption is part of the consideration for this Agreement. Accordingly, there shall be no obligation for the payment or expenditure of money by San Francisco under this Agreement unless San Francisco's Controller first certifies, pursuant to Section 3.105 of San Francisco's Charter, that there is a valid appropriation from which the expenditure may be made and that unencumbered funds are available from the appropriation to pay the expenditure. Without limiting the foregoing, if in any fiscal year of San Francisco after the fiscal year in which the Term of this Agreement commences, sufficient funds for the funding of any costs or other payments that may be required under this Agreement are not appropriated, then San Francisco may terminate this Agreement, without penalty, liability, or expense of any kind to Mountain View, as of the last date on which sufficient funds are appropriated. San Francisco shall use its reasonable efforts to give Mountain View reasonable advance notice of such termination.

(b) **Severability.** If any provision of this Agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law, provided that the remainder of this Agreement can be interpreted to give effect to the intention of the Parties.

(c) **Good Faith.** Each party shall use all reasonable efforts and work wholeheartedly and in good faith for the expedited completion of the objectives of this Agreement and the satisfactory performance of its terms.

(d) **Sole Benefit.** This Agreement is for the sole benefit of the Parties and shall not be construed as granting rights to any person other than the Parties or imposing obligations on a Party to any person other than the other Party to this Agreement.

(e) **Governing Law.** This Agreement is made under and shall be governed by the laws of the State of California and San Francisco's Charter.

(f) **Amendment; Waiver.** Neither this Agreement nor any term or provision hereof may be changed or amended, except by a written instrument signed by both Parties. Any waiver by either party of any term, covenant, or condition contained in this Agreement must be in writing, and signed by an officer or other authorized representative, and a waiver of one breach shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition.

(g) **Notification of Limitations on Contributions.** Through its execution of this Agreement, Mountain View acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with San Francisco for the selling or leasing of any land or building to or from San Francisco whenever such transaction would require the approval by a San Francisco elective officer, the board on which that San Francisco elective officer serves, or a board on which an appointee of that individual serves, from making any campaign contribution to (i) a San Francisco elective officer, (ii) a candidate for the office held by such individual, or (iii) a committee controlled by such individual or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Mountain View acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Mountain View further acknowledges that the prohibition on contributions applies to Mountain View; each member of Mountain View's City Council, and Mountain View's chief executive officers; any contractor or subcontractor listed in this Agreement; and any committee that is sponsored or controlled by Mountain View. Additionally, Mountain View acknowledges that Mountain View must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Mountain View further agrees to provide to San Francisco the names of each person, entity, or committee described above. The requirements of this Section 10(g) shall apply only to the six (6)-month period following the Parties' execution and delivery of this Agreement and each six (6)-month period that follows the Parties' execution and delivery of each License described in Section 3 [License Agreements] above.

(h) **Disclosure.** Mountain View understands and agrees that San Francisco's Sunshine Ordinance (San Francisco Administrative Code Chapter 67) and the State Public Records Law (Gov't Code Section 6250 et seq.) apply to this Agreement and any and all records, information, and materials submitted to San Francisco in connection with this Agreement. Accordingly, any and all such records, information and materials may be subject to public disclosure in accordance with San Francisco's Sunshine Ordinance and the State Public Records Law. Mountain View hereby authorizes San Francisco to disclose any records, information and materials submitted to San Francisco in connection with this Agreement.

(i) **Time of the Essence.** Time is of the essence in all matters relating to this Agreement.

(j) **Attorneys' Fees.** If either party commences an action against the other or a dispute arises under this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the other party. For purposes hereof and for purposes of the indemnifications set forth herein, San Francisco's reasonable attorneys' fees shall be based on the fees regularly charged by private attorneys in San Francisco with comparable experience notwithstanding San Francisco's use of its own attorneys.

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

(l) **Recitals, Exhibits, and Schedules.** The Recitals set forth above are true and correct and are incorporated into this Agreement. The attached exhibits and schedules referred to herein are incorporated into and made a part of this Agreement.

(m) **Integration.** Subject to any subsequent agreements authorized pursuant to this Agreement, this Agreement represents the entire understanding of the Parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in this Agreement.

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

(o) **Tropical Hardwood and Virgin Redwood Ban.** Pursuant to Section 804(b) of the San Francisco Environment Code, San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product. Except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code, neither Mountain View nor any of its contractors shall include in the specifications for any work to be performed by or on behalf of Mountain View pursuant to or in connection with this Agreement any items that are tropical hardwood, tropical hardwood wood products, virgin redwood, or virgin redwood wood products.

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

(q) **Cooperative Drafting; Interpretation; Captions.** This Agreement has been drafted through a cooperative effort of both Parties, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement. The provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against any Party in order to achieve the objectives and purposes of the Parties. Any caption preceding the text of any section, paragraph, or subsection or in the table of contents is included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement.

(r) **Further Assurances.** The Parties shall execute and acknowledge such other and further documents as may be necessary or reasonably required to carry out the mutual intent of the Parties as expressed in this Agreement.

(s) **Corrections of Technical Errors.** If by reason of inadvertence, and contrary to the intention of the Parties, errors are made in this Agreement, then the Parties by mutual agreement may correct such error by written memorandum executed by them without the necessity of a formal amendment of this Agreement.

(t) **Necessary Approvals.** This Agreement is subject to the approval of Mountain View's City Council, SFPUC approval, and, if required, the approval of San Francisco's Board of Supervisors and Mayor, each at its sole and absolute discretion.



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

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

**CITY OF MOUNTAIN VIEW,**  
a municipal corporation

By: \_\_\_\_\_  
Harlan L. Kelly, Jr.  
General Manager

By: Andrew Rosenberg  
For City Manager Asst. City Manager

Approved as to form:

Dennis J. Herrera  
City Attorney

Approved as to form:

By: Kathleen Chynoweth  
Sr. Asst. City Attorney  
City of Mountain View

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

**EXHIBITS:**

**Exhibit A – Depiction of Subject Parcels Currently Occupied by Mountain View**

**Exhibit B – Fayette Parcel**

**Exhibit C-1 – List of Unacceptable Trees to Be Removed From San Francisco Lands in Mountain View**

**Exhibit C-2 – Maps of Unacceptable Trees to be Removed From San Francisco Lands in Mountain View**

**Exhibit D – Copy of the SFPUC Encroachment Policy**

**Exhibit E – Copy of the SFPUC Vegetation Management Policy**

**Exhibit F – Gap Parcels**

**Exhibit G – New Licenses**

**Exhibit G-1 – Form of License for Fayette Park P4255**

**Exhibit G-2 – Form of License for Klein Park P3626A**

**Exhibit G-3 – Form of License for Rengstorff Park P2447A**

**Exhibit G-4 – Form of License for Senior Garden P3986A**

**Exhibit G-5 – Form of License for Rex Manor Park P3845A**

**Exhibit G-6 – Form of License for Stierlin Road Sidewalk Connector Parcel P4057A**

**Exhibit G-7 – Form of License for Stevens Creek Trail and Whisman Park P3694A**

**Exhibit H – Maintenance Parcel**

**Exhibit H-1 – Depiction of Maintenance Parcel 199-A**

**Exhibit I – Easement Deeds**

**Exhibit I-1 – Form of Easement Deed for Crisanto Avenue Street Crossing Parcel**

**Exhibit I-2 – Form of Easement Deed for Fayette Drive Street Crossing Parcel**

**Exhibit I-3 – Form of Easement Deed for Moffett Boulevard Street Crossing Parcel**

**Exhibit I-4 – Form of Easement Deed for Ortega Avenue Street Crossing Parcel**

**Exhibit I-5 – Form of Easement Deed for Rengstorff Avenue Street Crossing**

**Exhibit I-6 – Form of Easement Deed for San Antonio Road Street Crossing Parcel**

**Exhibit I-7 – Form of Easement Deed for Stierlin Road Street Crossing Parcel**

**Exhibit I-8 – Form of Easement Deed for Tyrella Avenue Street Crossing Parcel**

**Exhibit I-9 – Form of Easement Deed for Whisman Road Street Crossing Parcel**

**EXHIBIT A**

**Depiction of Subject Parcels Currently Occupied by Mountain View**

*[see attached]*



0 150 300 600 900 1,200 Feet



The City does not guarantee that the information is accurate or complete. The City is not responsible for any damages arising from the use of data. Users should verify the information before making project commitments.

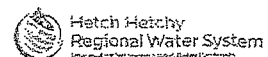
SFPUC land (fee owned)

— SFPUC Pipelines

□ License Area

## San Francisco Public Utilities Commission Mountain View MOU

License Areas shown in the MOU between  
City and County of San Francisco  
and the City of Mountain View  
Page 1 of 2





0 150 300 600 900 1,200 Feet



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SFPUC land (fee owned)

SFPUC Pipelines

License Area

## San Francisco Public Utilities Commission Mountain View MOU

License Areas shown in the MOU between  
City and County of San Francisco  
and the City of Mountain View  
Page 2 of 2



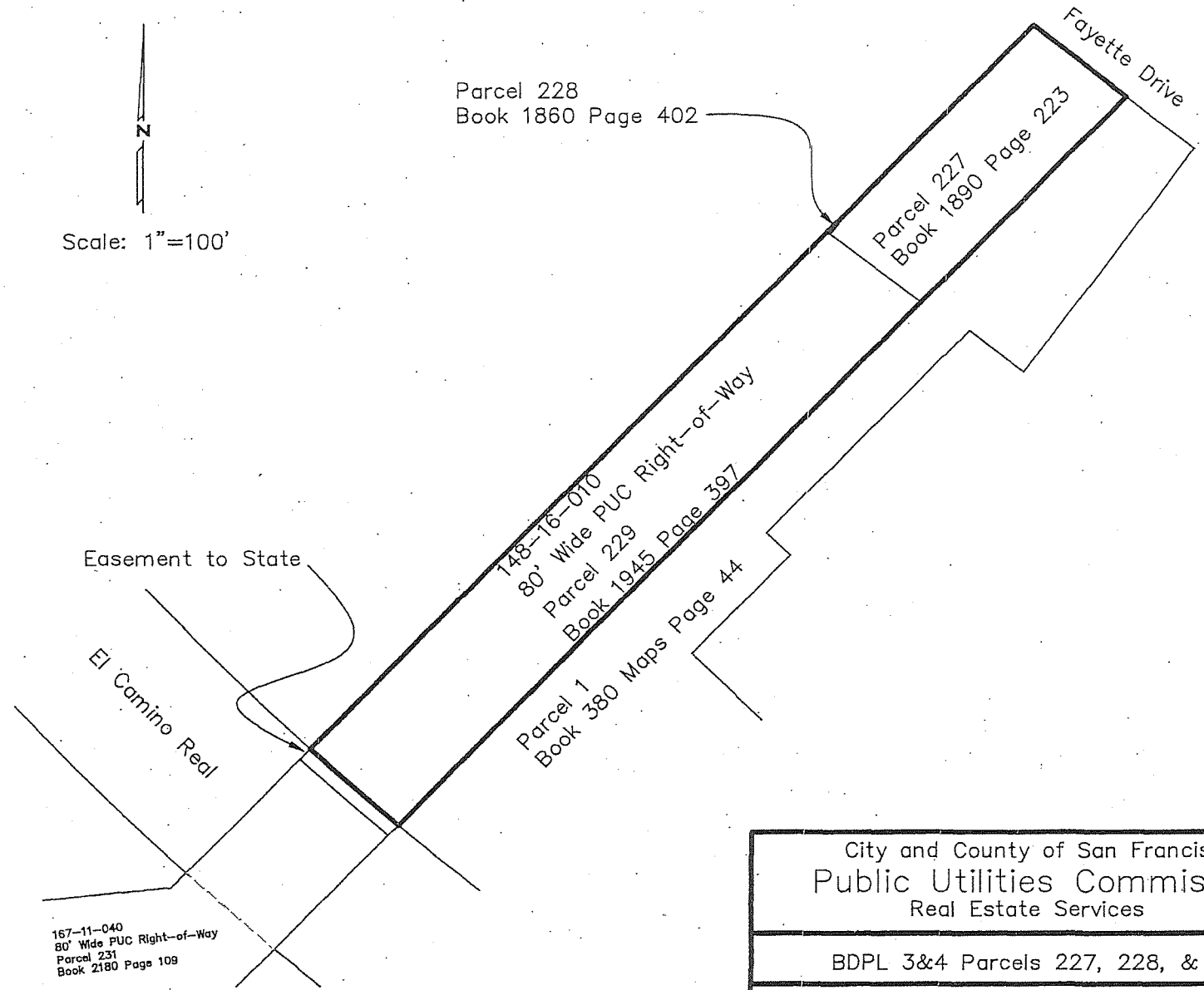
Hatch Hatchy  
Regional Water System

**EXHIBIT B**

**Fayette Parcel**

*[see attached]*

Scale: 1"=100'



City and County of San Francisco Public Utilities Commission Real Estate Services
BDPL 3&4 Parcels 227, 228, & 229
City of Mountain View Santa Clara County

EXHIBIT C-1

List of Unacceptable Trees to be Removed From San Francisco Lands in Mountain View

SFPUC Id. Tag No.	Photo Id. No.	Location Description	SFPUC Parcel No.	SFPUC License No.	Number of Trees or Encroachments to be Removed	Description
229-1, 229-2, 229-3, 229-4, 229-5	229-1, 229-2, 229-3, 229-4, 229-5	S.F. fee-owned property between Fayette Drive and El Camino Real	229	Fayette Park, Proposed License No. 4255	5 trees	Five (5) Monterey pine trees of varying sizes, including two (2) very large trees (over 70 feet tall) growing on the southeastern edge of S.F. property.
227-A, 227-B, 227-C, 227-D, 227-E, 227-F, 227-G, 227-H	227-A, 227-B, 227-C, 227-D, 227-E, 227-F, 227-G, 227-H	S.F. fee-owned property between Fayette Drive and El Camino Real	227	Fayette Park, Proposed License No. 4255	8 trees	Eight (8) trees adjacent to 2645 Fayette Drive. This adjacent private property has a fence and improvements encroaching onto SFPUC property and there are four (4) very large elm trees and four (4) smaller mulberry trees within this encroachment area. These trees have not been tagged or photographed by the SFPUC but are on SFPUC property.
213-1, 213-A, 213-B, 213-C	213-1, 213-A, 213-B, 213-C	S.F. fee-owned property at California Street, West of S. Rengstorff Ave. near University Garden townhouse complex (Jennifer Court)	213	Unlicensed area along California Street	4 trees	Four (4) large sycamore trees growing between or near Bay Division Pipelines Nos. 3 and 4

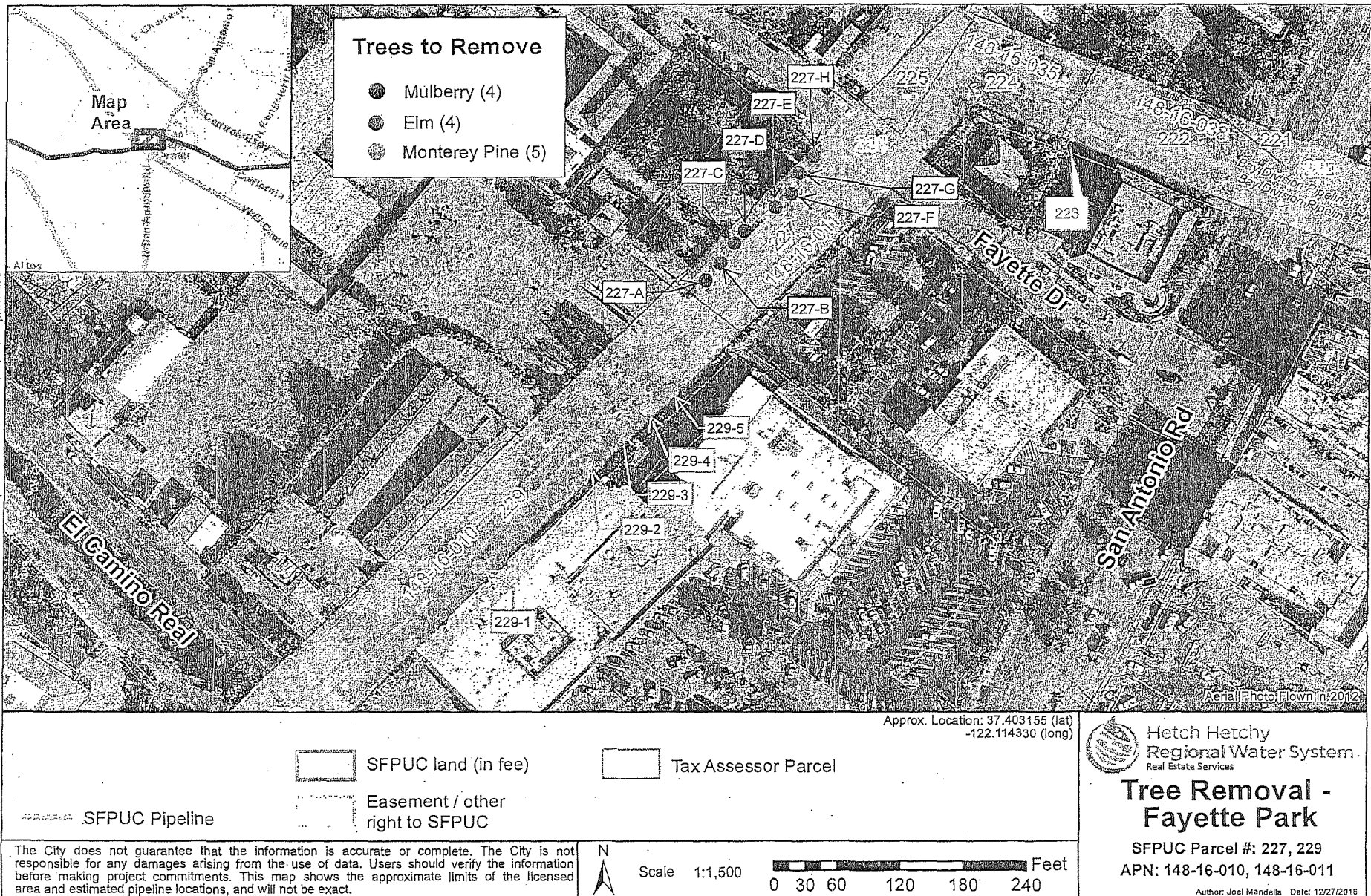


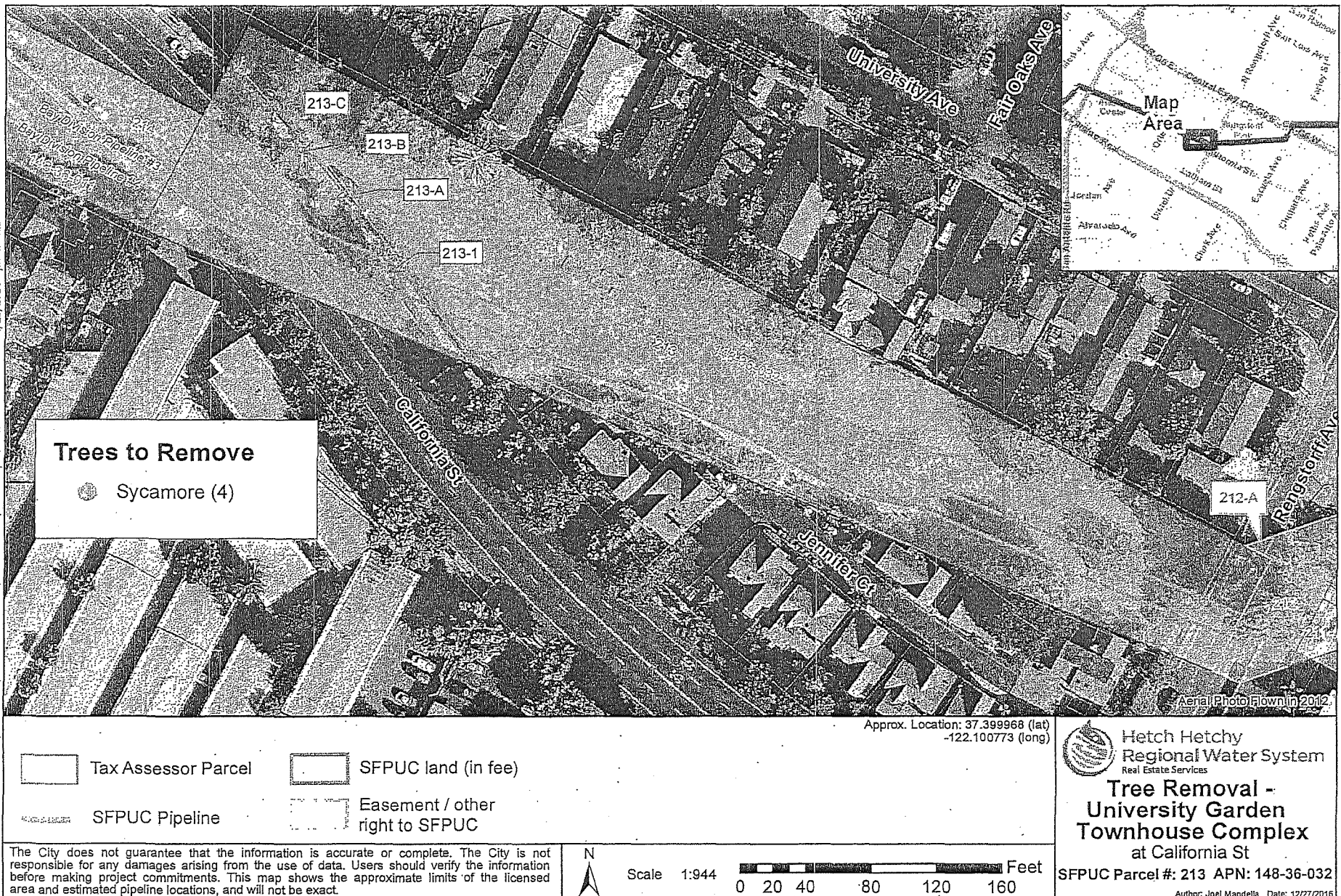
SFPUC Id. Tag No.	Photo Id. No.	Location Description	SFPUC Parcel No.	SFPUC License No.	Number of Trees or Encroachments to be Removed	Description
212-A 212-B	212-A 212-B	S.F. crossing at traffic median on S. Rengstorff Ave.	212	Unlicensed traffic median on S. Rengstorff Ave	2 trees	Two (2) large Canary Island Pines, one directly on top of Bay Division Pipeline No. 3, the other within 10 feet of Bay Division Pipeline No. 3
211-1	211-1	S.F. fee-owned property at Rengstorff Ave. adjacent to eastern sidewalk	211	Unlicensed area adjacent to sidewalk on east side of Rengstorff Avenue	1 tree	One (1) large Magnolia Grandiflora tree within ten (10) feet of Bay Division Pipeline No. 3
208A-A, 208A-B, 208A- C	208A-A, 208A-B, 208A- C	SF fee-owned property near the corner of Crisanto Ave. and Escuela Avenue, adjacent to the SFPUC turn-out.	208A	Senior Park Garden at the corner of Crisanto Avenue and Escuela Avenue adjacent to the SFPUC turn-out: Existing and Proposed License No. P3986A	3 trees	One (1) small tree over the Bay Division pipeline along Crisanto Ave. Two (2) liquid amber trees along Escuela Avenue behind the sidewalk.
195A-3 195A-4 195A-5	195A-3, 195A-4, 195A-5	S.F. fee-owned property East of Hwy 85 and Stevens Creek	195A	Stevens Creek Trail and Whisman Park: Existing and Proposed License No. 3694B	3 trees	Three (3) ornamental trees on top of Bay Division Pipeline No. 3
194-1 194-2 194-2A	194-1, 194-2, 194-2A	S.F. fee-owned property bordering on Easy St.	194	Stevens Creek Trail and Whisman Park: No existing license, Proposed License No. P3694B	3 trees	Three (3) ornamental trees between Bay Division Pipeline Nos. 3 and 4

**EXHIBIT C-2**

**Maps of Unacceptable Trees to be Removed From San Francisco Lands  
in Mountain View**

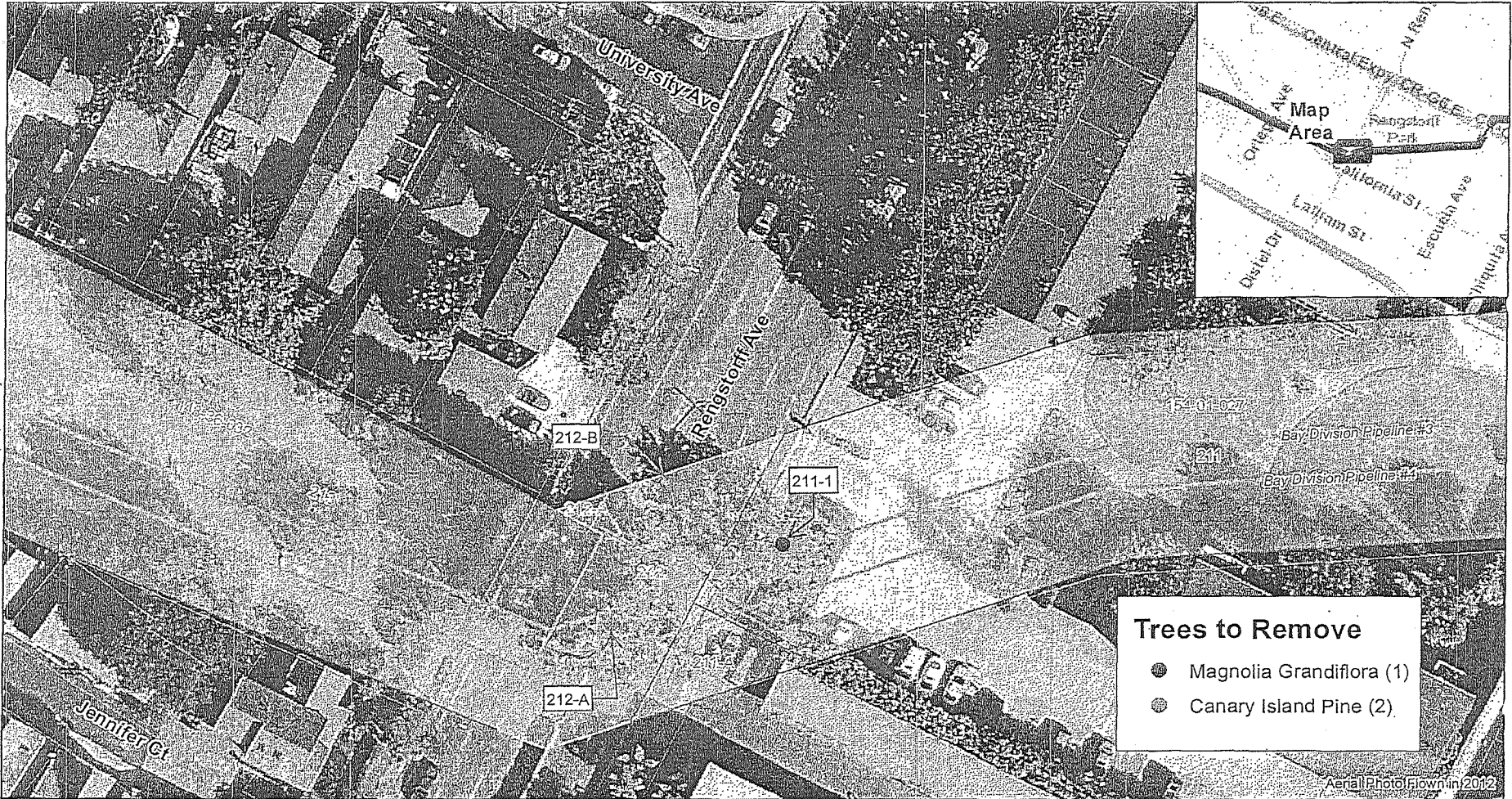
*[see attached]*





The City does not guarantee that the information is accurate or complete. The City is not responsible for any damages arising from the use of data. Users should verify the information before making project commitments. This map shows the approximate limits of the licensed area and estimated pipeline locations, and will not be exact.





### Trees to Remove

- Magnolia Grandiflora (1)
- Canary Island Pine (2)

Aerial Photo Flown in 2012

Approx. Location: 37.399726 (lat)  
-122.099409 (long)

- |  |                     |  |                                 |
|--|---------------------|--|---------------------------------|
|  | Tax Assessor Parcel |  | SFPUC land (in fee)             |
|  | SFPUC Pipeline      |  | Easement / other right to SFPUC |

The City does not guarantee that the information is accurate or complete. The City is not responsible for any damages arising from the use of data. Users should verify the information before making project commitments. This map shows the approximate limits of the licensed area and estimated pipeline locations, and will not be exact.



Scale 1:600

0 12.5 25 50 75 100 Feet

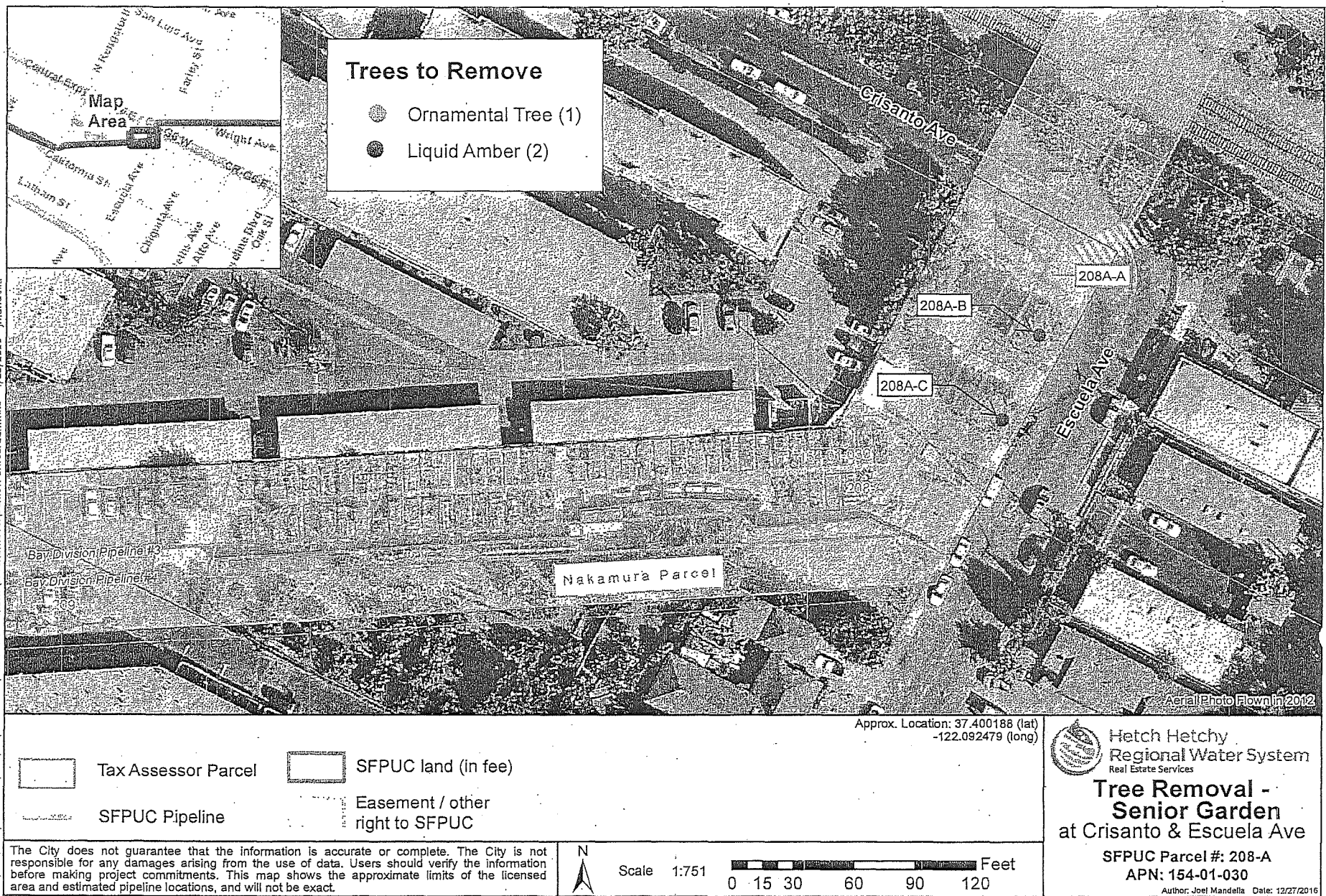


Hetch Hetchy  
Regional Water System  
Real Estate Services

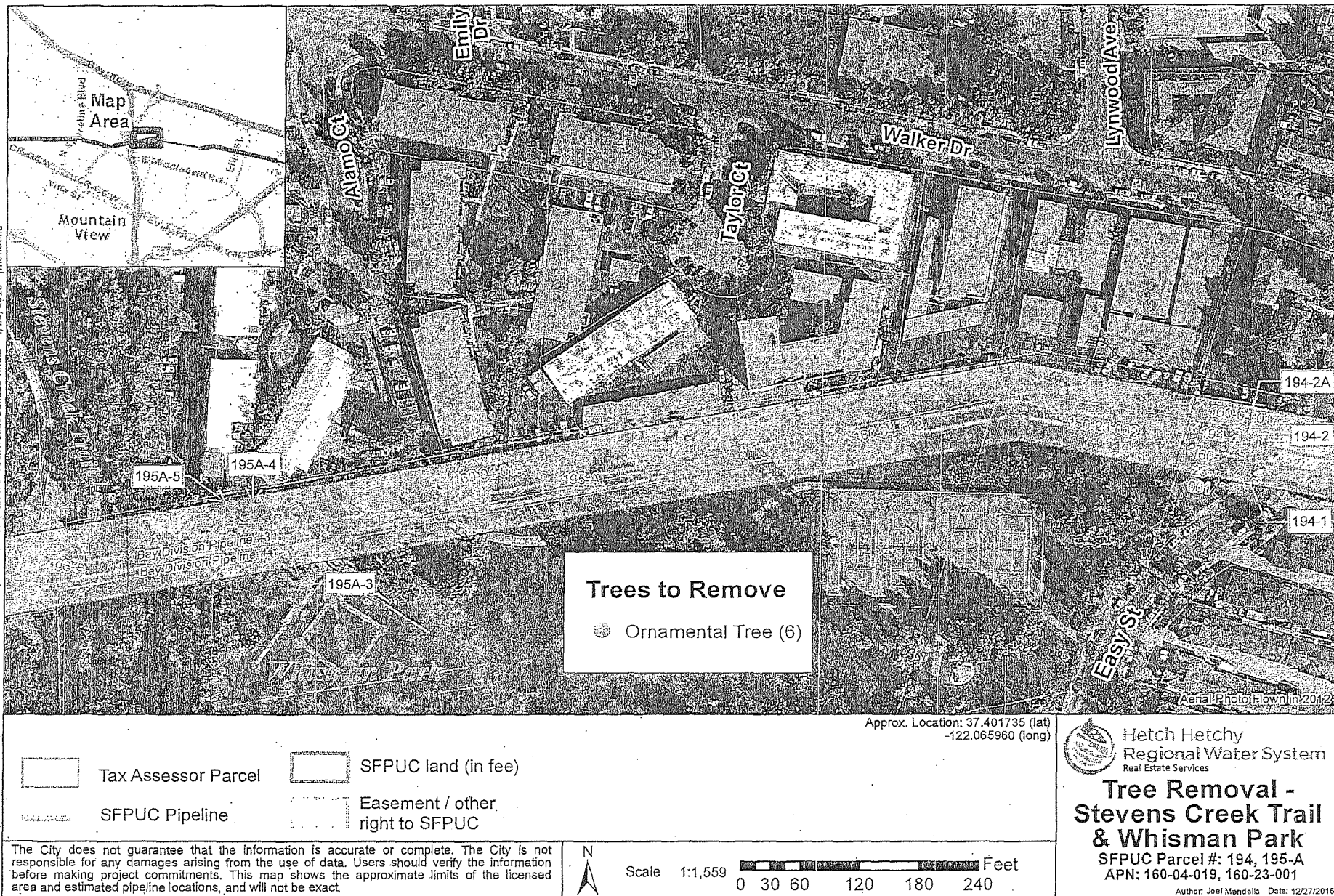
## Tree Removal - Rengstorff Ave

SFPUC Parcel #: 211, 212  
APN: 154-01-027

Author: Joel Mandella Date: 12/27/2016







The City does not guarantee that the information is accurate or complete. The City is not responsible for any damages arising from the use of data. Users should verify the information before making project commitments. This map shows the approximate limits of the licensed area and estimated pipeline locations, and will not be exact.

**EXHIBIT D**

**Copy of the SFPUC Encroachment Policy**

*[see attached]*



## SFPUC RIGHT OF WAY ENCROACHMENT POLICY

2007

As part of its utility system, the San Francisco Public Utilities Commission (SFPUC) operates and maintains approximately 1600 miles of water pipelines and tunnels, 160 miles of electrical transmission lines, 900 miles of sewer lines and other related appurtenances that run through real property (the "Right of Way") located in San Francisco, San Mateo, Santa Clara, Alameda, Tuolumne, Stanislaus and San Joaquin counties. Most of the Right of Way is owned by the City and County of San Francisco (the "City") in fee, although in some instances the City has only an easement interest for its right of way. Inside the City, most water and wastewater transmission lines are located within City streets.

Regardless of the nature of the City's property rights, it is vitally important that the SFPUC protect its water, wastewater, and power transmission facilities and ensure immediate access to all facilities for maintenance, repair, security and replacement. It is also important that the right of way be maintained so as to minimize any potential landowner liability and to prepare for the possibility of future capital improvements to the right of way.

Increased urbanization and development around the water transmission line right of way in particular has led to an increase in the number of encroachments onto the right of way. Water transmission pipelines are those that move water to SFPUC's wholesale customers located in Alameda, Santa Clara, San Mateo and to the City of San Francisco. These encroachments threaten access, impair new construction and maintenance efforts, and increase costs and potential liabilities. Houses, garages, driveways, fences, trees, landscaped areas, vehicles and other items currently encroach onto the right of way. The SFPUC has also noticed an increase in unauthorized uses such as temporary trespasses and garbage dumping. Therefore, on September 28, 1999, the San Francisco Public Utilities Commission adopted a Commercial Land Management Operating Manual that included a Right of Way (R/W) Encroachment Removal Policy published 12/14/01 and a R/W Vegetation Management Plan administered under the (R/W) Integrated Vegetation Management Policy attached hereto.

Since the original implementation of the R/W Encroachment Policy, security concerns have given additional impetus to the need to provide a safe and protected corridor for water transmission by the SFPUC. The SFPUC's concern for safety and security provides an additional foundation for the strict implementation of this policy.

Because of the length of the right of way and the importance of the encroachment removal effort, the SFPUC has determined that **intensified encroachment removal activities must commence** notwithstanding the failure to identify each and every encroachment. Accordingly, continuing identification, prevention and removal efforts shall occur simultaneously. In

## **SFPUC RIGHT OF WAY ENCROACHMENT POLICY**

2007

addition, due to limited resources and the variation in safety and other threats posed by different encroachments, the SFPUC shall continuously prioritize known encroachments to ensure that the encroachments that pose the greatest threat to pipeline access, construction, safety and security, and encroachments that can be easily removed are addressed first. Removal efforts shall initially focus on any encroachments which would:

- (1) **endanger the existing or proposed water, sewer or electrical transmission lines and appurtenances;**
- (2) **impair access to facilities for emergency repair, maintenance, or operational activity;**
- (3) **be detrimental to the efficient and effective maintenance of the right of way;**
- (4) **cause obstruction to the inspection and monitoring of equipment, and collection of land survey, corrosion control, and water quality data; and/or**
- (5) **increase liabilities to the SFPUC. It shall be the policy of the SFPUC to take any and all necessary actions to cause the removal of, or to remove, such encroachments from the right of way in accordance with this policy.**

To prevent the unauthorized use of the right of way, the SFPUC **may install fences and other barriers where prudent** or necessary as authorized by the Water Enterprise Assistant General Manager after consultation with Real Estate Services (RES). The SFPUC's goal shall be to fence as much of the right of way as is necessary to protect the SFPUC's facilities and property rights. Said fencing shall be consistent with the SFPUC's standards at the time of fence installation. The Water Enterprise, working with RES, shall have broad discretion and authority to cause the installation of fences or other barriers along the right of way in any location deemed necessary or prudent.

Ancillary uses and encroachments in the right of way may be permitted only where the uses provide identifiable benefits to the SFPUC, as determined by SFPUC Water Enterprise and RES personnel. Approval of permitted uses shall be consistent with existing SFPUC policy and shall be processed by RES.

In specific cases, the SFPUC will allow use of the right of way by third parties in order to enhance maintenance efforts and reduce maintenance costs by the SFPUC. **For example, the SFPUC provides for the leasing or permitting of portions of the right of way with nominal revenue-generating potential**

## **SFPUC RIGHT OF WAY ENCROACHMENT POLICY**

2007

to property owners whose land is bi-sected by the SFPUC right of way, neighborhood associations, municipal governmental entities, non-profit groups and similar entities at little or no cost, provided they agree to maintain the surface of the right of way in a good and safe condition acceptable to the SFPUC and to indemnify the SFPUC for any injury or loss relating to such third-party use. It is contemplated that this effort will focus on non-commercial uses such as parks and recreation areas. Only portions of the right of way large enough to reduce the SFPUC's maintenance costs and efforts shall be considered in this regard. In areas where the right of way may be leased to private entities for parking or other commercial uses, this shall be a preferred use due to its revenue-generating capacity. All such third party rights in SFPUC property will be temporary in nature.

### **Policy Implementation**

SFPUC RES staff will use available resources to identify and prioritize all existing unauthorized encroachments and uses. With regard to each encroachment, SFPUC RES staff will gather relevant, available information. Where any current use of right of way property is not permitted, SFPUC Water Enterprise personnel will contact RES and obtain ownership information of the encroaching party and survey information of the encroachment, if necessary. The SFPUC RES staff will notify the adjacent owner/encroacher that the use is not authorized, and such notice will identify the option or options available to the adjacent property owners/encroachers, consistent with an administrative procedure, acceptable to the SFPUC General Manager, to be prepared and implemented by RES. Depending on the nature of the encroachment, and at the sole discretion of the SFPUC, **options may include:**

- (1) immediate removal;**
- (2) removal within a specified period of time;**
- (3) possible modifications to the encroachment; and/or**
- (4) development of a permit agreement with provisions acceptable to the SFPUC.**

The administrative procedures will include attempts to resolve the encroachment through follow-up contact with the adjacent property owners/encroachers by RES. RES shall establish and chair an Internal Encroachment Review Committee (IERC) for the purpose of providing an administrative review of and proposed resolution to encroachments that may not be resolved via initial contacts between the SFPUC and the adjacent property owners/encroachers. Should administrative procedures fail or reach impasse, the SFPUC will, working with the City Attorneys'

## **SFPUC RIGHT OF WAY ENCROACHMENT POLICY**

2007

Office, avail itself of any available remedies, including but not limited to self-help remedies and/or litigation. In particular, where the encroachment consists of trees or vegetation, or the owner of the encroachment is unknown, SFPUC RES staff may determine to cause the removal of the encroachment following notice (posting and/or mail) of the date set for removal without first requesting that the removal be performed by adjoining property owners. The SFPUC RES staff will make every effort to recover the costs of such removal from the adjacent property owners/encroachers.

### **For Areas that Should be Fenced as Determined by the SFPUC Water Enterprise:**

1. Staff from RES will gather relevant, available information to confirm the location of the applicable SFPUC property boundaries.
2. Staff from SFPUC Communications Group will notify neighboring property owners in advance, of the SFPUC Water Enterprise's decision to install fences in the specified areas.
3. The SFPUC Water Enterprise will cause the fence or other barrier to be installed in the specified locations at the times specified in the notice above.

**EXHIBIT E**

**Copy of the SFPUC Vegetation Management Policy**

*[see attached]*



AMENDMENT TO  
RIGHT OF WAY INTEGRATED VEGETATION MANAGEMENT POLICY  
Updated November 18, 2014

12.000 RIGHT OF WAY INTEGRATED VEGETATION MANAGEMENT  
POLICY

12.001 General

The San Francisco Public Utilities Commission ("SFPUC") is responsible for the delivery of potable water and the collection and treatment of wastewater for some 800,000 customers within the City of San Francisco; it is also responsible for the delivery of potable water to 26 other water retailers with a customer base of 1.8 million. **The following policy is established to manage vegetation on the transmission, distribution and collection systems within the SFPUC Right of Way ("ROW") so that it does not pose a threat or hazard to the system's integrity and infrastructure or impede utility maintenance and operations.**

The existence of large woody vegetation<sup>1</sup>, hereinafter referred to as vegetation, and water transmission lines within the ROW are not compatible and, in fact, are mutually exclusive uses of the same space. Roots can impact transmission pipelines by causing corrosion. The existence of trees and other vegetation directly adjacent to pipelines makes emergency and annual maintenance very difficult, hazardous, and expensive, and increases concerns for public safety. The risk of fire within the ROW is always a concern and the reduction of fire ladder fuels within these corridors is another reason to modify the vegetation mosaic. In addition to managing vegetation in a timely manner to prevent any disruption in utility service, the SFPUC also manages vegetation on its ROW to comply with local fire ordinances enacted to protect public safety.

One of the other objectives of this policy is to reduce and eliminate as much as practicable the use of herbicides on vegetation within the ROW and to implement integrated pest management (IPM).

12.002 Woody Vegetation Management

1.0 Vegetation of any size or species will not be allowed to grow within certain critical portions of the ROW, pumping stations or other facilities as

Edwin M. Lee  
Mayor

Ann Moller Caen  
President

Francesca Viator  
Vice President

Vince Courtney  
Commissioner

Anson Moran  
Commissioner

Harlan L. Kelly, Jr.  
General Manager

<sup>1</sup> Woody vegetation is defined as all brush, tree and ornamental shrub species planted in (or naturally occurring in) the native soil having a woody stem that at maturity exceeds 3 inches in diameter.



determined by a SFPUC qualified professional, and generally in accordance with the following guidelines.

#### 1.1 Emergency Removal

SFPUC Management reserves the right to remove any vegetation without prior public notification that has been assessed by a SFPUC qualified professional as an immediate threat to transmission lines or other utility infrastructure, human life and property due to acts of God, insects, disease, or natural mortality.

#### 1.2 Priority Removal

Vegetation that is within 15 feet of the edge of any pipe will be removed and the vegetative debris will be cut into short lengths and chipped whenever possible. Chips will be spread upon the site where the vegetation was removed. Material that cannot be chipped will be hauled away to a proper disposal site.

If vegetation along the ROW is grouped in contiguous stands<sup>2</sup>, or populations, a systematic and staggered removal of that vegetation will be undertaken to replicate a natural appearance. Initial removal<sup>3</sup> will be vegetation immediately above or within 15 feet of the pipeline edges; secondary vegetation<sup>4</sup> within 15 to 25 feet from pipelines will then be removed.

#### 1.3 Standard Removal

Vegetation that is more than 25 feet from the edge of a pipeline and up to the boundary of the ROW will be assessed by a SFPUC qualified professional for its age and condition, fire risk, and potential impact to the pipelines. Based on this assessment, the vegetation will be removed or retained.

#### 1.4 Removal Standards

Each Operating Division will develop its own set of guidelines or follow established requirements in accordance with local needs.

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<sup>2</sup> A stand is defined as a community of trees possessing sufficient uniformity in composition, structure, age, arrangement, or condition to be distinguishable from adjacent forest communities to form a management unit.

<sup>3</sup> Initial removal is defined as the vegetation removed during the base year or first year of cutting

<sup>4</sup> Secondary vegetation is defined as the vegetative growth during the second year following the base year for cutting.



2.0 All stems of vegetation will be cut flush with the ground and where deemed necessary or appropriate, roots will be removed. All trees identified for removal will be clearly marked with paint and/or a numbered aluminum tag.

3.0 Sprouting species of vegetation will be treated with herbicides where practicable, adhering to provisions of Chapter 3 of the San Francisco Environment Code.

4.0 Erosion control measures, where needed, will be completed before the work crew or contractors leave the work site or before October 15 of the calendar year.

5.0 Department personnel will remove in a timely manner any and all material that has been cut for maintenance purposes within any stream channel.

6.0 All vegetation removal work and consultation on vegetation retention will be reviewed and supervised by a SFPUC qualified professional. All vegetation removal work and/or treatment will be made on a case-by-case basis by a SFPUC qualified professional.

7.0 Notification process for areas of significant resource impact that are beyond regular and ongoing maintenance:

7.1 County/City Notification – The individual Operating Division will have sent to the affected county/city a map showing the sections of the ROW which will be worked, a written description of the work to be done, the appropriate removal time for the work crews, and a contact person for more information. This should be done approximately 10 days prior to start of work. Each Operating Division will develop its own set of guidelines in accordance with local need.

7.2 Public Notification – The Operating Division will have notices posted at areas where the vegetation is to be removed with the same information as above also approximately 10 days prior to removal. Notices will also be sent to all property owners within 300 feet of the removal site. Posted notices will be 11- by 17-inches in size on colored paper and will be put up at each end of the project area and at crossover points through the ROW. Questions and complaints from the public will be handled through a designated contact person. Each Operating Division will develop its own set of guidelines in accordance with local needs.

#### 12.003 Annual Grass and Weed Management

Annual grasses and weeds will be mowed, disked, sprayed or mulched along the ROW as appropriate to reduce vegetation and potential fire danger annually. This treatment should be completed before July 30 of each year. This date is targeted to allow the grasses, forbs and weeds to reach maturity and facilitate control for the season.

#### 12.004 Segments of ROW that are covered by Agricultural deed rights

The only vegetation that may be planted within the ROW on those segments where an adjacent owner has Deeded Agricultural Rights will be: non-woody herbaceous plants such as grasses, flowers, bulbs, or vegetables.

#### 12.005 Segments of ROW that are managed and maintained under a Lease or License

Special allowance may be made for these types of areas, as the vegetation will be maintained by the licensed user as per agreement with the City, and not allowed to grow unchecked. Only shallow rooted plants may be planted directly above the pipelines.

Within the above segments, the cost of vegetation maintenance and removal will be borne by the tenant or licensee exclusively. In a like fashion, when new vegetative encroachments are discovered they will be assessed by a SFPUC qualified professional on a case-by-case basis and either be permitted or proposed for removal.

The following is a guideline for the size at maturity of plants (small trees, shrubs, and groundcover) that may be permitted to be used as landscape materials. Note: All distance measurements are for mature trees and plants measured from the edge of the drip-line to the edge of the pipeline.

- Plants that may be permitted to be planted directly above existing and future pipelines: shallow rooted plants such as ground cover, grasses, flowers, and very low growing plants that grow to a maximum of one foot in height at maturity.
- Plants that may be permitted to be planted 15–25 feet from the edge of existing and future pipelines: shrubs and plants that grow to a maximum of five feet in height at maturity.

- Plants that may be permitted to be planted 25 feet or more from the edge of existing and future pipelines: small trees or shrubs that grow to a maximum of twenty feet in height and fifteen feet in canopy width.

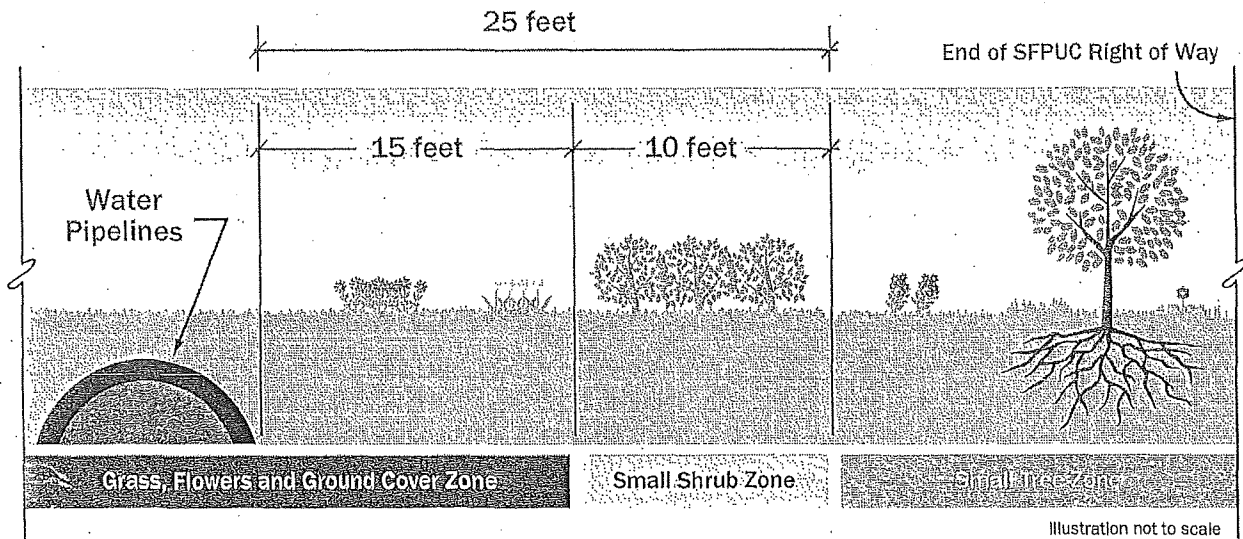
Trees and plants that exceed the maximum height and size limit (described above) may be permitted within a leased or licensed area provided they are in containers and are above ground. Container load and placement location(s) are subject to review and approval by the SFPUC.

Low water use plant species are encouraged and invasive plant species are not allowed.

All appurtenances, vaults, and facility infrastructure must remain visible and accessible at all times. All determinations of species acceptability will be made by a SFPUC qualified professional.

**The above policy is for general application and for internal administration purposes only and may not be relied upon by any third party for any reason whatsoever. The SFPUC reserves the right at its sole discretion, to establish stricter policies in any particular situation and to revise and update the above policy at any time.**

## Right Of Way (ROW) Landscape Vegetation Guidelines



The following vegetation types are permitted on the ROW within the appropriate zones.

### Plantings that may be permitted directly above existing and future pipelines:

Ground cover, grasses, flowers, and very low growing plants that reach no more than one foot in height at maturity.



### Plantings that may be permitted 15–25 feet from the edge of existing and future pipelines:

Shrubs and plants that grow no more than five feet tall in height at maturity.



### Plantings that may be permitted 25 feet or more from the edge of existing and future pipelines:

Small trees or shrubs that grow to a maximum of twenty feet in height and fifteen feet in canopy width or less.



## EXHIBIT F

### Gap Parcels

Street Name	Legal Description	Depiction
Crisanto Avenue	See Exhibit A to Easement Deed attached as Exhibit I-1	See Exhibit B to Easement Deed attached as Exhibit I-1
Fayette Drive	See Exhibit A to Easement Deed attached as Exhibit I-2	See Exhibit B to Easement Deed attached as Exhibit I-2
Moffett Boulevard	See Exhibit A to Easement Deed attached as Exhibit I-3	See Exhibit B to Easement Deed attached as Exhibit I-3
Ortega Avenue	See Exhibit A to Easement Deed attached as Exhibit I-4	See Exhibit B to Easement Deed attached as Exhibit I-4
Rengstorff Avenue	See Exhibit A to Easement Deed attached as Exhibit I-5	See Exhibit B to Easement Deed attached as Exhibit I-5
San Antonio Road	See Exhibit A to Easement Deed attached as Exhibit I-6	See Exhibit B to Easement Deed attached as Exhibit I-6
Stierlin Road	See Exhibit A to Easement Deed attached as Exhibit I-7	See Exhibit B to Easement Deed attached as Exhibit I-7
Tyrella Avenue	See Exhibit A to Easement Deed attached as Exhibit I-8	See Exhibit B to Easement Deed attached as Exhibit I-8
Whisman Road	See Exhibit A to Easement Deed attached as Exhibit I-9	See Exhibit B to Easement Deed attached as Exhibit I-9

**EXHIBIT G**

**New Licenses**

**EXHIBIT G-1**

**Form of License for Fayette Park P4255**

*[see attached]*



**EXHIBIT G-2**

**Form of License for Klein Park P3626A**

*[see attached]*

**EXHIBIT G-3**

**Form of License for Rengstorff Park P2447A**

*[see attached]*

**EXHIBIT G-4**

**Form of License for Senior Garden P3986A**

*[see attached]*

**EXHIBIT G-5**

**Form of License for Rex Manor Park P3845A**

*[see attached]*

**EXHIBIT G-6**

**Form of License for Stierlin Road Sidewalk Connector Parcel P4057A**

*[see attached]*

**EXHIBIT G-7**

**Form of License for Stevens Creek Trail and Whisman Park P3694A**

*[see attached]*

**EXHIBIT H**

**Maintenance Parcel**

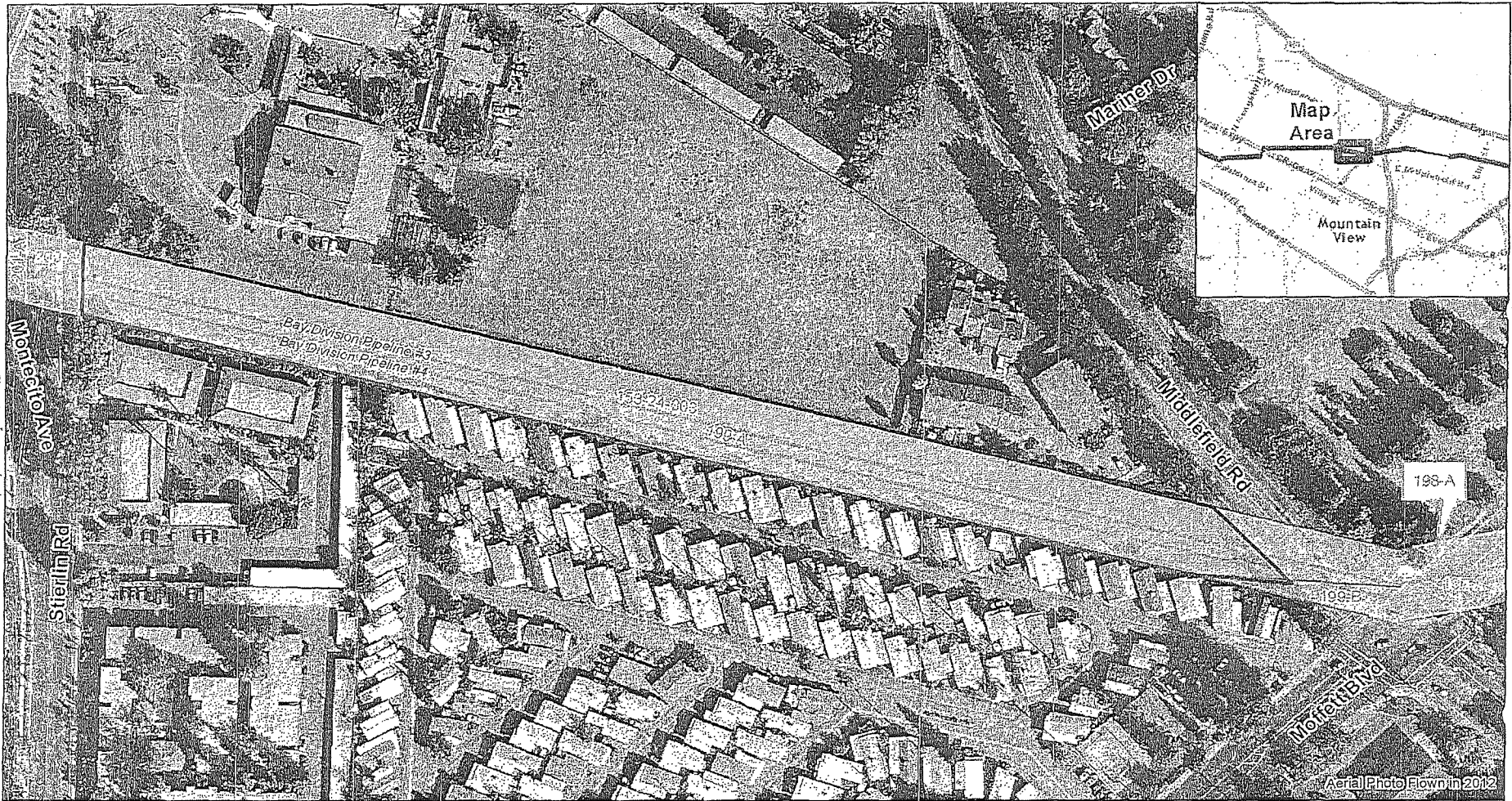
<b>SFPUC Parcel Number(s)</b>	<b>Location Description</b>
199-A	San Francisco property located between Stierlin Road and Moffett Boulevard adjacent to Buddhist Temple (see depiction of Maintenance Parcel 199-A attached as <b><u>Exhibit H-1</u></b> )



**EXHIBIT H-1**

**Depiction of Maintenance Parcel 199-A**

*[see attached]*



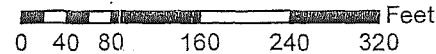
Approx. Location: 37.401017 (lat)  
-122.075611 (long)

- Maintenance Parcel Area
- SFPUC land (in fee)
- SFPUC Pipeline
- Easement / other right to SFPUC

The City does not guarantee that the information is accurate or complete. The City is not responsible for any damages arising from the use of data. Users should verify the information before making project commitments. This map shows the approximate limits of the licensed area and estimated pipeline locations, and will not be exact.



Scale 1:1,902



Hetch Hetchy  
Regional Water System  
Real Estate Services

### Maintenance Parcel

Between Stierlin Road &  
Middlefield Road

SFPUC Parcel #: 199-A (portion of)

APN: 153-24-003 (portion of)

Author: Joel Mandella Date: 7/24/2016

**EXHIBIT I**

**Easement Deeds**

**EXHIBIT I-1**

**Form of Easement Deed for Crisanto Avenue Street Crossing Parcel**

*[see attached]*

**EXHIBIT I-2**

**Form of Easement Deed for Fayette Drive Street Crossing Parcel**

*[see attached]*

**EXHIBIT I-3**

**Form of Easement Deed for Moffett Boulevard Street Crossing Parcel**

*[see attached]*

**EXHIBIT I-4**

**Form of Easement Deed for Ortega Avenue Street Crossing Parcel**

*[see attached]*

**EXHIBIT I-5**

**Form of Easement Deed for Rengstorff Avenue Street Crossing**

*[see attached]*



**EXHIBIT I-6**

**Form of Easement Deed for San Antonio Road Street Crossing Parcel**

*[see attached]*

**EXHIBIT I-7**

**Form of Easement Deed for Stierlin Road Street Crossing Parcel**

*[see attached]*

**EXHIBIT I-8**

**Form of Easement Deed for Tyrella Avenue Street Crossing Parcel**

*[see attached]*

**EXHIBIT I-9**

**Form of Easement Deed for Whisman Road Street Crossing Parcel**

*[see attached]*



## SAN FRANCISCO PLANNING DEPARTMENT

### General Plan Referral

**Date:** June 4, 2019

**Case No.** Case No. 2019-005685GPR  
SFPUC Pipeline Right-of-Way Easements in City of Mountain View

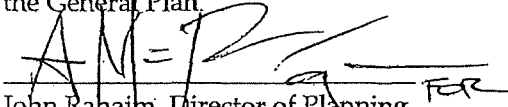
**Block/Lot No.:** Various, in City of Mountain View

**Project Sponsor:** Dina Brasil  
San Francisco Public Utilities Commission (SFPUC)  
525 Golden Gate Ave. 10<sup>th</sup> Floor  
San Francisco, CA 94102

**Applicant:** Dina Brasil, SFPUC

**Staff Contact:** Paolo Ikezoe -- (415) 575-9137  
Paolo.ikezoe@sfgov.org

**Recommendation:** Finding the project, on balance, is in conformity with the General Plan.

**Recommended By:**   
John Rahaim, Director of Planning

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

Reception:  
415.558.6378

Fax:  
415.558.6409

Planning  
Information:  
415.558.6377

#### PROJECT DESCRIPTION

The SFPUC's Bay Division Pipelines 3 and 4 are located in the SFPUC's pipeline right of way that crosses Mountain View. Although the SFPUC owns fee interests or permanent easement rights in virtually all of its pipeline rights of way and is informed and believes it has permanent real estate rights to its entire pipeline right of way in Mountain View city streets, the SFPUC lacks documentation of such permanent rights in several parcels (Gap Parcels) constituting portions of its pipeline right of way that lie beneath certain Mountain View streets. In order to assure its continued permanent rights in, and use of, the Gap Parcels for the benefit of its constituents and rate payers, the SFPUC desires to document and confirm its permanent real estate rights to place, operate, maintain, repair, and replace its pipelines and related appurtenances within, across, and under the Gap Parcels. Mountain View will convey easement rights via easement deeds to the SFPUC in the following street crossings in Mountain View: Crisanto Avenue, Fayette Drive, Moffett Boulevard, Ortega Avenue, Rengstorff Avenue, San Antonio Road, Stierlin Road, Tyrella Avenue, and Whisman Road. No improvements to the streets are proposed as part of these easement acquisitions.

The submittal is for a General Plan Referral to recommend whether the Project is in conformity with the General Plan, pursuant to Section 4.105 of the Charter, and Section 2A.52 and 2A.53 of the Administrative Code.

#### ENVIRONMENTAL REVIEW

Not defined as a project under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15378 and 15060(c)(2) because it does not result in a direct or indirect physical change in the environment.

#### GENERAL PLAN COMPLIANCE AND BASIS FOR RECOMMENDATION

The Project is SFPUC's acquisition of several easements in the City of Mountain View, intended to assure continued permanent rights in, and use of below-grade water distribution infrastructure. The Project is consistent with the Eight Priority Policies of Planning Code Section 101.1 as described in the body of this letter and is, on balance, **in-conformity** with the following Objectives and Policies of the General Plan:

#### ENVIRONMENTAL PROTECTION ELEMENT

##### OBJECTIVE 5

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

**POLICY 5.1 - Maintain an adequate water distribution system within San Francisco.**

**POLICY 5.3 - Ensure water purity.**

*The Project supports the City's fresh water supply by confirming permanent real estate rights to place, operate, maintain, repair and replace pipelines and related appurtenances within, across, and under the parcels in question.*

#### COMMUNITY SAFETY ELEMENT

##### OBJECTIVE 2

**BE PREPARED FOR THE ONSET OF DISASTER BY PROVIDING PUBLIC EDUCATION AND TRAINING ABOUT EARTHQUAKES AND OTHER NATURAL AND MAN-MADE DISASTERS, BY READYING THE CITY'S INFRASTRUCTURE, AND BY ENSURING THE NECESSARY COORDINATION IS IN PLACE FOR A READY RESPONSE.**

**POLICY 2.8 – Ensure potable water is available in an emergency.**

*The Project supports the availability of fresh water in cases of emergency by ensuring that the necessary Water Line Easements are in place to allow the City access to water delivery infrastructure for maintenance and operational purposes.*

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

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

**Eight Priority Policies Findings**

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

The proposed project is found to be consistent with the eight priority policies of Planning Code Section 101.1 in that:

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

*The Project involves acquiring easements in the City of Mountain View. It would have no adverse effect on neighborhood serving retail uses or opportunities for employment in or ownership of such businesses.*

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

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

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

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

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

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

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

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

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

*The Project would not adversely affect preparedness against injury and loss of life in an earthquake. Acquiring the easements in Mountain View will ensure the SFPUC retains access to the below-grade water facilities for maintenance and repair in the case of an earthquake or other natural or man-made disasters.*

7. That landmarks and historic buildings be preserved.

*The Project would have no adverse effect on historic landmarks or buildings.*

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

*The Project would have no adverse effect on parks and open space or access to sunlight and vistas.*

<b>RECOMMENDATION:</b>	<b>Finding the Project, on balance, in-conformity with the General Plan</b>
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I:\Citywide\General Plan\General Plan Referrals\2017\2017-005381GPR - Water Supply Line Easement\2017-005381GPR - Water Supply Line Easement.docx



## **12.000 RIGHT OF WAY VEGETATION MANAGEMENT POLICY**

### **12.001 General**

The following policy is established to manage vegetation on SFPUC property that poses a threat or hazard to the system's integrity and infrastructure.

The existence of large woody vegetation (which includes all brush, trees and ornamental shrubs species planted or naturally occurring that has a woody stem that exceeds three inches), hereinafter referred to as vegetation, and water/sewer transmission lines and other facilities are not compatible and in fact are mutually exclusive uses of the same space. Our experience has shown that roots can destroy transmission pipes by causing corrosion to the outer casements. It has also been our experience that the existence of trees and other vegetation directly adjacent to pipe lines, electrical transmission lines and other critical facilities makes emergency and annual maintenance very difficult, hazardous and expensive. The fire danger within the rights of way, reservoirs, pump stations, and storage tanks is always a concern and the SFPUC must comply with local fire ordinances. The reduction of fire ladder fuels within these corridors is another reason to modify the vegetation mosaic. In order to properly maintain these properties, facilities, water/sewer transmission lines, that serve 2.3 million customers in the South Bay, Peninsula, and San Francisco areas, the existing vegetation must be identified, addressed, and managed in an appropriate and timely manner to prevent any potential disruption in service or serious threat to the public.

Vegetation management practices include the use of mechanical, physical, cultural and biological means. The use of chemicals is the last vegetation management choice. If chemicals are chosen, only those chemicals approved by the Office of the Environment will be used.

### **12.002 Vegetation Management**

Vegetation of any size or species will not be allowed to grow within certain portions of the rights of way or near sewer pump stations and critical facilities and infrastructure, as determined by SFPUC staff, generally in accordance with the following guidelines.

#### **1. Emergency Removal**

All trees and vegetation posing an imminent hazard to water/sewer facilities, reservoirs, transmission lines such as fire suppression, native habitat preservation, or posing a potential for disease transmission shall be mitigated. In cases of emergencies where vegetation threatens the public,

City employees or property, the vegetation may be removed without prior public notification.

2. Priority Removal

If vegetation and trees along the rights of way is grouped in contiguous stands; or populations, a systematic and staggered removal of that vegetation will be undertaken to replicate natural appearances. Tree removal shall recognize wildlife habitat such as birds or rare forms of plants. In some instances coordination with SPEAC should take place prior to removal. Initial removal will be vegetation immediately above or within 15 feet of the pipeline. Secondary vegetation to be removed will be that which is 15 to 25 feet from the centerline of the pipes.

Vegetation and trees that are within 25 feet of center line of an underground pipe will be cut down, bucked up into short lengths and chipped whenever possible. Chips will be spread upon the site where the vegetation was removed. Material that can not be chipped will be hauled away to a proper disposal site.

3. Regular Maintenance Removal

Vegetation or trees that are more than 25 feet from the center line of a pipe and up to the boundary of the right of way will be assessed by SFPUC staff on its age and condition, fire risk, potential impact to the pipe lines and transmission lines or facilities, and will be removed in a like manner as stated above. Additionally, for intercity property, the San Francisco Fire Department requires that all vegetation and trees be kept clear within 30 feet of a structure and 8 feet in height. This reduces any ladder fire load due to low branches in trees or brush, or shrubs species.

All stems of vegetation will be cut flush with the ground, and where deemed necessary or appropriate, roots will be removed. All trees identified for removal will be clearly marked with paint and posted in accordance with local regulations.

Sprouting species of vegetation will be treated with herbicides where practicable and in compliance with policies and procedures.

Erosion control measures, where needed, will be completed before the work crew or contractor leaves the work site. SFPUC personnel will remove in a timely manner any and all material that has been cut for maintenance purposes within any

stream channel. All vegetation removal work and consultation on vegetation retention will always be reviewed and supervised by SFPUC staff.

#### **12.003 Notification**

Notification process for areas of significant resource impact that are beyond regular and ongoing maintenance:

1. County/City Notification – When appropriate, the Operating Divisions will send to the county/city a map showing the sections of the rights-of-way which will be worked, a written description of the work to be done, the approximate removal time for the work crews, and a contact person for more information. This will be done approximately 10 days prior to start of work.
2. Public Notification – Notices posted at areas where the vegetation is to be removed with the same information as above also approximately 10 days prior to removal. Posted notices will be 11" by 17" in size on colored paper and will be put up at each end of the project area and at cross over points through the right-of-way.

Questions and complaints from the public will be handled through a designated SFPUC contact person.

#### **12.004 Annual Grass and Weed Management**

Annual grasses and weeds will be mowed, disced, sprayed or mulched along the rights-of-way as appropriate to reduce the fire danger annually. If conditions allow treatment will be completed before July 30<sup>th</sup> of each year. This date is targeted to allow the grasses, forage and weeds to reach maturity and facilitate control for the season.

#### **12.005 Segments of Right-of-Way that are covered by Agricultural deed rights**

The only vegetation that will be allowed to be planted within the right of way on those segments where an adjacent neighbor has Deeded Agricultural Rights will be: non woody herbaceous plants such as grasses, flowers, bulbs, or vegetables.

**12.006      Segments of Right-of-Way that are managed and maintained on a  
Leased or Permit basis**

Special allowance may be made for these type of areas as the vegetation will be managed and not allowed to grow unchecked. When landscape plants are allowed to be planted in these designed areas they should have a limited life span of 10 years or less and then be replaced. Only shallow rooted plants will be allowed to be planted directly above the pipes and other plants that could possibly have an impact on the pipes must be at least 15 feet from the edge of any pipeline.

Within the above segments the cost of vegetation maintenance and removal will be born by the permittee or tenant exclusively and as directed by the SFPUC when encroachments are discovered.

The following is a suggested list of drought tolerant plants and shrubs that may be permitted to be used as landscaping materials:

*Listing of Plants that may be permitted to be planted directly above existing and future pipelines:*

Lily	Santa Barbara Daisy	Blue Oat Grass	Fountain Grass
Pennstemon	Shrub Rose	Mexican Sage	Trumpet Vine
English Ivy	Daylilies	Periwinkle	Fortnight Lily
Yarrow	Agapanthus	Sea Pink	Bergenia
Rock Rose	Erigeron	Wallflower	Blue Fescue
Gaillardia	Gaura	Gazania	Cranesbill
Ice Plants	Iris	Lantana	Lavendar
Sea Statice	Monkeyflower	Primrose	Poppy
Sage	Santolina	Germander	

*Listing of Shrubs that may be permitted to be planted 15 feet from edge of existing and future pipelines:*

Manzanita	Strawberry Tree	Barberry	Bush Anemone
Ceanothus	Australian Fuschia	Cotoneaster	Escallonia
Pineapple Guava	Garrya	Grevillea	Toyon
Australian Tea Tree	Mahonia	Pacific Wax Myrtle	Dwarf Olive
Pittosporum	Catalina Cherry	Hollyleaf Cherry	Coffeeberry
Indian Hawthorn	Sugar Bush	Currant	Rosemary

Sarcococca  
Oleander

Aust. Blue Creeper    Westringia  
cultivars of each species

Xylosma

Other species will be considered on a case by case basis as submitted by the public. In all instances xeroiscape landscaping is encouraged.

#### 12.007      **Trees on the Right-of-Way**

Trees will not be permitted to be planted directly into the native surface of any portion of the right of way. Trees of any species will be allowed to be planted and placed anywhere within the permitted area provided they are in containers and are above ground.

The above policy is for general application and for internal administration purposes only and may not be relied upon by any third party for any reason whatsoever. The SFPUC reserves the right at its sole discretion, to establish stricter policies in any particular situation and to revise and update the above policy at any time.

## PUBLIC NOTICE

### NOTICE OF INTENT TO REMOVE VEGETATION

The San Francisco Public Utilities Commission (SFPUC), \_\_\_\_\_ Division plans to modify the vegetation along this portion of its right of way. It is planned that some trees and brush will be removed above and within \_\_\_ feet of the transmission lines at this time.

The SFPUC is responsible for the delivery of potable water to some 2.3 million customers in the South Bay, Peninsula, and City of San Francisco, the water transmission lines which run through Bay Area counties and cities are the main arteries of our system. The SFPUC is also responsible for the San Francisco Clean Water Program. Any element which would contribute to an interruption of water or sewer service or hamper prompt repairs to any of these utilities would be irresponsible on the part of a public utility. The trees and brush that are growing either on top or directly adjacent to these lines fall into the category of negligence on our part if delays in repair time were to occur due to their presence. We are mandated to supply a continuous flow of water and uninterrupted sewer service to our customers and this requires continual maintenance of the delivery systems.

The <appropriate agency> has been advised of this project and is aware of our management program for our rights of ways.

1. Project Owner: (Appropriate Division)
2. Location of the Project: (See Map for more information)
3. Purpose of Project: Reduction of hazardous fuels for fire protection and preventative maintenance to reduce impact of roots on the water/sewer transmission lines.
4. Schedule: The tree removal operation will begin on \_\_\_\_\_ and continue for \_\_\_\_\_ working days from <Date> \_\_\_\_\_.
5. Work Hours: 7:00 a.m. to 5:00 p.m. Monday through Friday

Questions regarding this project can be directed to the following office:

(List address and phone number of appropriate Division or Bureau)

## SFPUC RIGHT OF WAY ENCROACHMENT POLICY

2007

As part of its utility system, the San Francisco Public Utilities Commission (SFPUC) operates and maintains approximately 1600 miles of water pipelines and tunnels, 160 miles of electrical transmission lines, 900 miles of sewer lines and other related appurtenances that run through real property (the "Right of Way") located in San Francisco, San Mateo, Santa Clara, Alameda, Tuolumne, Stanislaus and San Joaquin counties. Most of the Right of Way is owned by the City and County of San Francisco (the "City") in fee, although in some instances the City has only an easement interest for its right of way. Inside the City, most water and wastewater transmission lines are located within City streets.

Regardless of the nature of the City's property rights, it is vitally important that the SFPUC protect its water, wastewater, and power transmission facilities and ensure immediate access to all facilities for maintenance, repair, security and replacement. It is also important that the right of way be maintained so as to minimize any potential landowner liability and to prepare for the possibility of future capital improvements to the right of way.

Increased urbanization and development around the water transmission line right of way in particular has led to an increase in the number of encroachments onto the right of way. Water transmission pipelines are those that move water to SFPUC's wholesale customers located in Alameda, Santa Clara, San Mateo and to the City of San Francisco. These encroachments threaten access, impair new construction and maintenance efforts, and increase costs and potential liabilities. Houses, garages, driveways, fences, trees, landscaped areas, vehicles and other items currently encroach onto the right of way. The SFPUC has also noticed an increase in unauthorized uses such as temporary trespasses and garbage dumping. Therefore, on September 28, 1999, the San Francisco Public Utilities Commission adopted a Commercial Land Management Operating Manual that included a Right of Way (R/W) Encroachment Removal Policy published 12/14/01 and a R/W Vegetation Management Plan administered under the (R/W) Integrated Vegetation Management Policy attached hereto.

Since the original implementation of the R/W Encroachment Policy, security concerns have given additional impetus to the need to provide a safe and protected corridor for water transmission by the SFPUC. The SFPUC's concern for safety and security provides an additional foundation for the strict implementation of this policy.

Because of the length of the right of way and the importance of the encroachment removal effort, the SFPUC has determined that **intensified encroachment removal activities must commence** notwithstanding the failure to identify each and every encroachment. Accordingly, continuing identification, prevention and removal efforts shall occur simultaneously. In

## **SFPUC RIGHT OF WAY ENCROACHMENT POLICY**

2007

addition, due to limited resources and the variation in safety and other threats posed by different encroachments, the SFPUC shall continuously prioritize known encroachments to ensure that the encroachments that pose the greatest threat to pipeline access, construction, safety and security, and encroachments that can be easily removed are addressed first. Removal efforts shall initially focus on any encroachments which would:

- (1) **endanger the existing or proposed water, sewer or electrical transmission lines and appurtenances;**
- (2) **impair access to facilities for emergency repair, maintenance, or operational activity;**
- (3) **be detrimental to the efficient and effective maintenance of the right of way;**
- (4) **cause obstruction to the inspection and monitoring of equipment, and collection of land survey, corrosion control, and water quality data; and/or**
- (5) **increase liabilities to the SFPUC. It shall be the policy of the SFPUC to take any and all necessary actions to cause the removal of, or to remove, such encroachments from the right of way in accordance with this policy.**

To prevent the unauthorized use of the right of way, the SFPUC **may install fences and other barriers where prudent** or necessary as authorized by the Water Enterprise Assistant General Manager after consultation with Real Estate Services (RES). The SFPUC's goal shall be to fence as much of the right of way as is necessary to protect the SFPUC's facilities and property rights. Said fencing shall be consistent with the SFPUC's standards at the time of fence installation. The Water Enterprise, working with RES, shall have broad discretion and authority to cause the installation of fences or other barriers along the right of way in any location deemed necessary or prudent.

Ancillary uses and encroachments in the right of way may be permitted only where the uses provide identifiable benefits to the SFPUC, as determined by SFPUC Water Enterprise and RES personnel. Approval of permitted uses shall be consistent with existing SFPUC policy and shall be processed by RES.

In specific cases, the SFPUC will allow use of the right of way by third parties in order to enhance maintenance efforts and reduce maintenance costs by the SFPUC. **For example, the SFPUC provides for the leasing or permitting of portions of the right of way with nominal revenue-generating potential**



## **SFPUC RIGHT OF WAY ENCROACHMENT POLICY**

2007

to property owners whose land is bi-sected by the SFPUC right of way, neighborhood associations, municipal governmental entities, non-profit groups and similar entities at little or no cost, provided they agree to maintain the surface of the right of way in a good and safe condition acceptable to the SFPUC and to indemnify the SFPUC for any injury or loss relating to such third-party use. It is contemplated that this effort will focus on non-commercial uses such as parks and recreation areas. Only portions of the right of way large enough to reduce the SFPUC's maintenance costs and efforts shall be considered in this regard. In areas where the right of way may be leased to private entities for parking or other commercial uses, this shall be a preferred use due to its revenue-generating capacity. All such third party rights in SFPUC property will be temporary in nature.

### **Policy Implementation**

SFPUC RES staff will use available resources to identify and prioritize all existing unauthorized encroachments and uses. With regard to each encroachment, SFPUC RES staff will gather relevant, available information. Where any current use of right of way property is not permitted, SFPUC Water Enterprise personnel will contact RES and obtain ownership information of the encroaching party and survey information of the encroachment, if necessary. The SFPUC RES staff will notify the adjacent owner/encroacher that the use is not authorized, and such notice will identify the option or options available to the adjacent property owners/encroachers, consistent with an administrative procedure, acceptable to the SFPUC General Manager, to be prepared and implemented by RES. Depending on the nature of the encroachment, and at the sole discretion of the SFPUC, **options may include:**

- (1) immediate removal;**
- (2) removal within a specified period of time;**
- (3) possible modifications to the encroachment; and/or**
- (4) development of a permit agreement with provisions acceptable to the SFPUC.**

The administrative procedures will include attempts to resolve the encroachment through follow-up contact with the adjacent property owners/encroachers by RES. RES shall establish and chair an Internal Encroachment Review Committee (IERC) for the purpose of providing an administrative review of and proposed resolution to encroachments that may not be resolved via initial contacts between the SFPUC and the adjacent property owners/encroachers. Should administrative procedures fail or reach impasse, the SFPUC will, working with the City Attorneys'

## **SFPUC RIGHT OF WAY ENCROACHMENT POLICY**

2007

Office, avail itself of any available remedies, including but not limited to self-help remedies and/or litigation. In particular, where the encroachment consists of trees or vegetation, or the owner of the encroachment is unknown, SFPUC RES staff may determine to cause the removal of the encroachment following notice (posting and/or mail) of the date set for removal without first requesting that the removal be performed by adjoining property owners. The SFPUC RES staff will make every effort to recover the costs of such removal from the adjacent property owners/encroachers.

### **For Areas that Should be Fenced as Determined by the SFPUC Water Enterprise:**

1. Staff from RES will gather relevant, available information to confirm the location of the applicable SFPUC property boundaries.
2. Staff from SFPUC Communications Group will notify neighboring property owners in advance, of the SFPUC Water Enterprise's decision to install fences in the specified areas.
3. The SFPUC Water Enterprise will cause the fence or other barrier to be installed in the specified locations at the times specified in the notice above.

County of Santa Clara  
Office of the County Clerk-Recorder  
Business Division

County Government Center  
70 West Hedding Street, E. Wing, 1<sup>st</sup> Floor  
San Jose, California 95110 (408) 299-5688



Santa Clara County Clerk-Recorder's Office  
State of California



Document No.: 19827  
Number of Pages: 2  
Filed and Posted On: 2/03/2016  
Through: 3/04/2016  
CRD Order Number:  
Fee Total: 50.00

**CEQA DOCUMENT DECLARATION**

REGINA ALCOMENDRAS, County Clerk-Recorder  
by Nina Khamphilath, Clerk-Recorder Office Spe,

ENVIRONMENTAL FILING FEE RECEIPT

PLEASE COMPLETE THE FOLLOWING:

1. LEAD AGENCY: City of Mountain View
2. PROJECT TITLE: Memorandum of Agreement between the City of Mountain View and San Francisco Public Utilities Commission
3. APPLICANT NAME: City of Mountain View PHONE: 650-903-6311
4. APPLICANT ADDRESS: 500 Castro Street, Mountain View, CA 94041
5. PROJECT APPLICANT IS A: ☒ Local Public Agency ☐ School District ☐ Other Special District ☐ State Agency ☐ Private Entity
6. NOTICE TO BE POSTED FOR 30 DAYS.
7. CLASSIFICATION OF ENVIRONMENTAL DOCUMENT

a. PROJECTS THAT ARE SUBJECT TO DFG FEES

- |   |             |         |
|---|-------------|---------|
| <input type="checkbox"/> 1. ENVIRONMENTAL IMPACT REPORT (PUBLIC RESOURCES CODE §21152)  | \$ 3,070.00 | \$ 0.00 |
| <input type="checkbox"/> 2. <u>NEGATIVE DECLARATION</u> (PUBLIC RESOURCES CODE §21080(C))                                       | \$ 2,210.25 | \$ 0.00 |
| <input type="checkbox"/> 3. <u>APPLICATION FEE WATER DIVERSION</u> (STATE WATER RESOURCES CONTROL BOARD ONLY)                   | \$ 850.00   | \$ 0.00 |
| <input type="checkbox"/> 4. <u>PROJECTS SUBJECT TO CERTIFIED REGULATORY PROGRAMS</u>  | \$ 1,043.75 | \$ 0.00 |
| <input type="checkbox"/> 5. <u>COUNTY ADMINISTRATIVE FEE</u> (REQUIRED FOR a-1 THROUGH a-4 ABOVE)<br>Fish & Game Code §711.4(e) | \$ 50.00    | \$ 0.00 |

b. PROJECTS THAT ARE EXEMPT FROM DFG FEES

- |   |          |          |
|---|----------|----------|
| <input checked="" type="checkbox"/> 1. NOTICE OF EXEMPTION (\$50.00 COUNTY ADMINISTRATIVE FEE REQUIRED)   | \$ 50.00 | \$ 50.00 |
| <input type="checkbox"/> 2. A COMPLETED "CEQA FILING FEE NO EFFECT DETERMINATION FORM" FROM THE DEPARTMENT OF FISH & GAME, DOCUMENTING THE DFG'S DETERMINATION THAT THE PROJECT WILL HAVE NO EFFECT ON FISH, WILDLIFE AND HABITAT, OR AN OFFICIAL, DATED RECEIPT / PROOF OF PAYMENT SHOWING PREVIOUS PAYMENT OF THE DFG FILING FEE FOR THE *SAME PROJECT IS ATTACHED (\$50.00 COUNTY ADMINISTRATIVE FEE REQUIRED) |          |          |
| DOCUMENT TYPE: <input type="checkbox"/> ENVIRONMENTAL IMPACT REPORT <input type="checkbox"/> NEGATIVE DECLARATION   | \$ 50.00 | \$ 0.00  |

c. NOTICES THAT ARE NOT SUBJECT TO DFG FEES OR COUNTY ADMINISTRATIVE FEES

- |  |   |        |           |
|--|---|--------|-----------|
| <input type="checkbox"/> NOTICE OF PREPARATION | <input type="checkbox"/> NOTICE OF INTENT | NO FEE | \$ NO FEE |
|--|---|--------|-----------|

8. OTHER: \_\_\_\_\_ FEE (IF APPLICABLE): \$ \_\_\_\_\_

9. TOTAL RECEIVED \_\_\_\_\_ \$ 50.00

\*NOTE: "SAME PROJECT" MEANS NO CHANGES. IF THE DOCUMENT SUBMITTED IS NOT THE SAME (OTHER THAN DATES), A "NO EFFECT DETERMINATION" LETTER FROM THE DEPARTMENT OF FISH AND GAME FOR THE SUBSEQUENT FILING OR THE APPROPRIATE FEES ARE REQUIRED.

THIS FORM MUST BE COMPLETED AND ATTACHED TO THE FRONT OF ALL CEQA DOCUMENTS LISTED ABOVE (INCLUDING COPIES) SUBMITTED FOR FILING. WE WILL NEED AN ORIGINAL (WET SIGNATURE) AND THREE COPIES. (YOUR ORIGINAL WILL BE RETURNED TO YOU AT THE TIME OF FILING.)

CHECKS FOR ALL FEES SHOULD BE MADE PAYABLE TO: SANTA CLARA COUNTY CLERK-RECORDER

PLEASE NOTE: FEES ARE ANNUALLY ADJUSTED (Fish & Game Code §711.4(b)); PLEASE CHECK WITH THIS OFFICE AND THE DEPARTMENT OF FISH AND GAME FOR THE LATEST FEE INFORMATION.

"... NO PROJECT SHALL BE OPERATIVE, VESTED, OR FINAL, NOR SHALL LOCAL GOVERNMENT PERMITS FOR THE PROJECT BE VALID, UNTIL THE FILING FEES REQUIRED PURSUANT TO THIS SECTION ARE PAID." Fish & Game Code §711.4(o)(3)

(Fees Effective 01-01-2016)

## Notice of Exemption

To: ☐ Office of Planning and Research  
P.O. Box 3044, 1400 Tenth Street, Room 212  
Sacramento, CA 95812-3044

From: City of Mountain View  
Public Works Department  
500 Castro Street  
Mountain View, CA 94041

☒ County Clerk-Recorder  
County of Santa Clara  
East Wing, First Floor  
70 West Hedding Street  
San Jose, CA 95110

File#: 19827 2/03/2016

**Project Title:** Memorandum of Agreement between the City of Mountain View and San Francisco Public Utilities Commission (SFPUC) granting Mountain View permission to use/maintain SFPUC properties, to construct a public park at the SFPUC parcel between Fayette Drive and El Camino Real and to install a walkway and landscaping on the SFPUC parcel between Bonnie Street and Beatrice Street.

**Project Location - Specific:** Various SFPUC parcels throughout the City of Mountain View

**Project Location - City:** Mountain View **Project Location - County:** Santa Clara

**Description of Project:** In Mountain View, construct a new public park on the SFPUC parcels located between El Camino Real and Fayette Ave., construct an asphalt walkway and adjacent landscaping on the SFPUC parcel located between Bonnie St. and Beatrice St., execute new license agreements with the SFPUC for permission to use specified SFPUC parcels for public use and maintain landscaping and/or native growth on specified unlicensed SFPUC parcels.

**Name of Public Agency Approving Project:** City of Mountain View

**Name of Person or Agency Carrying Out Project:** City of Mountain View.

**Exempt Status:** (check one)

☐ Ministerial (Sec. 21080(b)(1); 15268);

☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));

☐ Emergency Project (Sec. 21080 (b)(4); 15269(b)(c));

☒ Categorical Exemption. State type and section number: 15332 - Infill Development Project for construction of a new park and new pathway, 15321 - Enforcement Actions by Regulatory Agencies for the execution of new license agreements, and 15301(h) - Existing Facilities - Maintenance of existing landscaping, native growth and water supply reservoirs for the maintenance of SFPUC parcels.

☐ Statutory Exemptions. State code number: \_\_\_\_\_

**Reasons why project is exempt:** The construction of the new park and the new path and landscaping meets the criteria for the Infill Development Project exemption (15332). Maintenance of unlicensed properties meets the criteria for Existing Facilities - Maintenance of Existing Landscaping exemption (15301(h)) and executing new license agreements meets the criteria for the Enforcement Actions by Regulatory Agencies exemption (15321).

**Lead Agency**

**Area Code/**

**Contact Person:** Anne Marie Starr

**Telephone/Extension:** 650-903-6311

**If filed by applicant:**

1. Attach certified document of exemption finding.

2. Has a notice of exemption been filed by the public agency approving the project? ☒ Yes ☐ No

**Signature:** Anne Marie Starr

**Date:** 02/03/16

**Title:** Senior Engineer

☒ Signed by Lead Agency

☐ Signed by Applicant

**Date received for filing at OPR:**

**EXHIBIT G-1**

**Form of License for Fayette Park P4255**

*[see attached]*

**SAN FRANCISCO PUBLIC UTILITIES COMMISSION  
REVOCABLE LICENSE**

**(License #P4255-Fayette Park)**

**THIS REVOCABLE LICENSE** (this "License") dated for reference purposes only as of \_\_\_\_\_, 2019, is made by and between the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation ("City"), acting by and through its Public Utilities Commission (the "SFPUC"); and the **CITY OF MOUNTAIN VIEW**, a municipal corporation ("Licensee").

City and Licensee agree as follows:

1. **License.** City confers to Licensee a revocable, personal, non-exclusive, and non-possessory privilege to enter upon and use approximately 57,500 square feet of that certain real property owned by City situated in the County of Santa Clara, State of California, more particularly described in the attached **Schedule A** (the "License Area"), for the limited purpose and subject to the terms, conditions, and restrictions set forth below. The License Area is shown generally on Drawing No. 4255 attached as **Schedule B**. This License gives Licensee a license only and, notwithstanding anything to the contrary in this License, it does not constitute a grant by City of any ownership, leasehold, easement, or other property interest or estate whatsoever in any portion of the License Area. Nothing in this License shall be construed as granting or creating any franchise rights pursuant to any federal, state, or local laws.

THE PRIVILEGE GIVEN TO LICENSEE UNDER THIS LICENSE IS EFFECTIVE ONLY INsofar AS CITY'S RIGHTS IN THE LICENSE AREA ARE CONCERNED, AND LICENSEE SHALL OBTAIN ANY FURTHER PERMISSION NECESSARY BECAUSE OF ANY OTHER EXISTING RIGHTS AFFECTING THE LICENSE AREA. WITHOUT LIMITING THE FOREGOING, THIS LICENSE IS BEING ISSUED SUBJECT AND SUBORDINATE TO ALL OF THE TERMS AND CONDITIONS OF THAT CERTAIN DEED, DATED DECEMBER 7, 1949, AND RECORDED IN BOOK 1890, PAGE 223, OF THE OFFICIAL RECORDS OF SANTA CLARA COUNTY, AND OF THAT CERTAIN DEED, DATED AUGUST 29, 1949, AND RECORDED IN BOOK 1860, PAGE 402, OF THE OFFICIAL RECORDS OF SANTA CLARA COUNTY, AND OF THAT CERTAIN DEED, DATED JANUARY 9, 1950, AND RECORDED MARCH 16, 1950, IN BOOK 1945, PAGE 397, OF THE OFFICIAL RECORDS OF SANTA CLARA COUNTY, PURSUANT TO WHICH CITY ACQUIRED ITS INTEREST IN THE LICENSE AREA, COPIES OF WHICH ARE ATTACHED TO THIS LICENSE AS **SCHEDULE C** (THE "DEEDS"), AND ALL OTHER EXISTING AND FUTURE DOCUMENTS AND INSTRUMENTS OF RECORD AFFECTING THE LICENSE AREA (COLLECTIVELY, WITH THE DEEDS, THE "**RECORDED DOCUMENTS**"). LICENSEE MUST SECURE ALL ADDITIONAL NECESSARY APPROVALS, LICENSES, AND CONSENTS, AND DELIVER ALL NECESSARY NOTICES, BEFORE COMMENCING WORK IN THE LICENSE AREA, INCLUDING ANY APPROVALS, LICENSES, CONSENTS, OR NOTICES REQUIRED FROM OR TO THE GRANTOR UNDER THE RECORDED DOCUMENTS. FOR CITY'S BENEFIT, LICENSEE COVENANTS AND AGREES THAT LICENSEE SHALL FULLY COMPLY WITH THE TERMS AND CONDITIONS OF THE RECORDED DOCUMENTS AND ANY OTHER RULES AND REGULATIONS PROMULGATED BY CITY AS THEY APPLY TO ANY WORK TO BE PERFORMED OR ANY LICENSEE FACILITIES (DEFINED IN **SECTION 6** [INSTALLATION OF FACILITIES] BELOW) THAT WILL OR MAY BE INSTALLED ON OR WITHIN THE LICENSE AREA, AND CITY SHALL HAVE NO RESPONSIBILITY OR LIABILITY OF ANY KIND WITH RESPECT THERETO. LICENSEE ACKNOWLEDGES AND AGREES THAT NEITHER CITY NOR ANY OF ITS DEPARTMENTS, COMMISSIONS, OFFICERS, DIRECTORS, AND EMPLOYEES, AND ALL PERSONS ACTING BY, THROUGH, OR UNDER EACH OF THEM, HAVE MADE, AND CITY HEREBY

DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING TITLE, THE PRESENT OR FUTURE SUITABILITY OF THE LICENSE AREA FOR LICENSEE'S INTENDED WORK, THE LICENSEE FACILITIES, OR USE, THE IMPACT OF ANY TERM OR CONDITION OF THE RECORDED DOCUMENTS ON LICENSEE'S RIGHTS UNDER THIS LICENSE, OR THE ABILITY TO OBTAIN OR DELIVER, OR THE PROCEDURE FOR OBTAINING OR DELIVERING, ANY NECESSARY APPROVALS, LICENSES, CONSENTS, OR NOTICES FROM OR TO THE GRANTOR UNDER THE RECORDED DOCUMENTS OR ANY OTHER PARTY WITH RESPECT TO ANY MATTERS CONTAINED IN THIS LICENSE.

2. Intentionally Omitted.

3. Term of License. The privilege conferred to Licensee pursuant to this License shall commence on the date (the "**Commencement Date**") on which this License is executed and delivered by City following the SFPUC authorization and approval and the receipt of all fees and security required to be provided under this License. The term of this License shall continue thereafter for an initial term of ten (10) years after the Commencement Date; provided that the term may terminate (a) immediately upon Licensee's receipt of City's written notice revoking this License or (b) on the date that is one (1) year from the date of a written termination notice from Licensee to City. City's option to freely revoke this License may be exercised at any time without cause or liability, and without any obligation to pay any consideration to Licensee or return to Licensee any part of the license fee or, if applicable, the use fee. If City elects to immediately terminate pursuant to Subsection (a) above, City shall use reasonable good faith efforts to provide as much notice to Licensee as is reasonably possible; and further, City and Licensee mutually agree to coordinate reasonably and in good faith to provide for an orderly transition and wind-down of the rights and responsibilities of this License prior to the termination date. Upon any termination of this License by either Party, Licensee will immediately surrender the License Area in the condition required by this License. Subject to the right of either party to terminate this License as provided in this Section; if, on the date that the initial term or the first five (5)-year renewal term thereafter expires, if Licensee is not then in breach of this License, this License shall automatically renew for an additional five (5)-year term, it being agreed by the parties that the term of this License shall not so automatically renew for more than two (2) renewal terms of five (5) years each. Upon the occurrence of any such automatic renewal, City and Licensee shall sign a letter agreement amending this License by (x) confirming the expiration date of such renewal term; and (y) confirming any revised insurance coverages that City may then require from Licensee.

4. Security for Performance. Intentionally Omitted.

5. Use of License Area.

(a) Permitted Acts. Subject to the terms and conditions of this License, Licensee may enter and use the License Area for the sole purpose of constructing, installing, and maintaining a public park, limited to activity paths, landscaping, and related irrigation facilities, in strict accordance with the terms of this License, and for no other purpose whatsoever. In accordance with such use, subject to Licensee's compliance with the terms and conditions of this License (including Section 6 [Installation of Facilities] below, Licensee may install certain facilities consisting of six (6) bicycle racks, wrought iron perimeter fencing, three (3) walkways, trees in movable planter pots, benches, trash receptacles, picnic tables, signage, and related landscaping and irrigation improvements. Except as specifically permitted by this License, no other recreational structures, paths, equipment, trees, or large shrubs shall be permitted in the License Area without City's prior written approval.

(b) Subject to City Uses. Licensee is aware that the License Area constitutes a portion of City's regional water pipeline delivery or wastewater system, including City's pipelines and related valves, drains, and other appurtenances (collectively or singularly, "**City's Facilities**").

Notwithstanding anything to the contrary in this License, any and all of Licensee's activities under this License shall be subject and subordinate at all times to City's existing and future use of the License Area for municipal and other purposes. City shall in no way be liable for any damage or destruction to Licensee's property and/or improvements resulting from any damages caused by or related to City's Facilities or from any repair or maintenance activities related to City's Facilities. At City's request, Licensee shall immediately remove any property or improvements on the License Area to allow City access to City's Facilities installed on or about the License Area. Except in emergencies, City shall use reasonable good faith efforts to provide as much notice to Licensee as is reasonably possible of the need for any such removal. If City deems it necessary, at its sole discretion, City shall have the right to remove any such property or improvements and City shall not be responsible for restoring or returning the same to its prior condition.

6. **Installation of Facilities.** Licensee may install the permitted facilities as described in Section 5(a) [Permitted Acts] above on the License Area, and detailed in the plans and specifications attached as **Schedule D**. Licensee may not install additional facilities or structures within the License Area without strict adherence to the terms and conditions of this License. The facilities described above and any future facilities, structures, landscaping, and improvements authorized by this License are collectively defined as the "**Licensee Facilities**." Licensee may only install the Licensee Facilities upon satisfaction of the following conditions, which are for City's sole benefit:

(a) **Approval of Plans and Specifications.** Licensee shall install the permitted facilities in accordance with plans and specifications (including drawings) approved in advance and in writing by the SFPUC (a copy of such plans with respect to the Licensee Facilities are attached as **Schedule D**). The plans and specifications may be revised or amended only with the SFPUC's prior written approval after the SFPUC's Bureau of Environmental Management has determined that no further environmental review is required by CEQA (as defined below) as a result of any such revision or amendment. Licensee may not install additional facilities or structures within the License Area without strict adherence to the terms and conditions of this License.

(b) **Permits, Licenses, and Approvals.** Before beginning any work in the License Area, Licensee shall obtain any and all permits, licenses, and approvals (collectively, "**Approvals**") of all regulatory agencies and other third parties that are required to commence, complete, and maintain the permitted work. Promptly upon receipt of such Approvals, Licensee shall deliver copies of them to the SFPUC. No approval by the SFPUC for purposes of Licensee's work under this License shall be deemed to constitute the approval of any federal, state, or local regulatory authority with jurisdiction, and nothing in this License shall limit Licensee's obligation to obtain all such regulatory Approvals, at Licensee's sole cost.

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

(d) **Exercise of Due Care.** Licensee shall use, and shall cause its Agents (defined in Section 20 [Indemnity] below) to use, due care at all times to avoid any damage or harm to City's Facilities or other property and to native vegetation and natural attributes of the License Area and to minimize slope erosion. Licensee shall not disturb the surface of the License Area or perform



any excavation work (including excavation work associated with any otherwise routine maintenance or repairs of any Licensee Facilities) without City's prior written approval, which City may withhold at its sole discretion. City shall have the right to condition and/or oversee any permitted excavation work. At its own expense, Licensee shall mark the location of City's Facilities within the License Area and shall not use any pick, plow, or other sharp tool to remove the two feet (2') of soil around any water transmission mains or other pipelines or appurtenances, provided that Licensee may use hand shovels or pneumatic shovels in compliance with all other terms and conditions of this License. Licensee shall immediately inform City of any actual or potential damage to any of City's Facilities (including any damage to pipeline coatings), and any such damage shall be promptly repaired by Licensee, at its own expense, to City's satisfaction prior to backfilling; provided, at its sole discretion, City may elect to make any necessary repairs itself, at Licensee's sole cost, by notifying Licensee of such fact. Upon completion of the repairs, City shall send to Licensee a bill therefor, which Licensee shall pay within thirty (30) days following receipt. Under no circumstances shall Licensee damage, harm, or take any rare, threatened, or endangered species on or about the License Area.

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

(f) **Heavy Equipment.** Licensee shall not use any heavy construction equipment over or about City's Facilities, except as otherwise expressly allowed in Section 7(i) [Heavy Equipment and Vehicles] below.

(g) **Work Schedule.** Licensee must begin installation work, if at all, within one (1) year after the Commencement Date. At least ten (10) days prior to the commencement of any work on the License Area, Licensee shall notify the Construction Inspector, at (650) 871-3015, of the date such work shall commence and the intended construction schedule. Notwithstanding the approval of such schedule by the SFPUC, the Construction Inspector shall have the right to require Licensee to adjust such schedule from time to time. All work must be performed during regular working hours (Monday through Friday) between 8:00 a.m. and 4:30 p.m., exclusive of City holidays. Any work performed during any other time or day must be preapproved by the SFPUC at least forty-eight (48) hours prior to commencing such work. In connection with such approval, City shall have the right to charge Licensee additional inspection fees payable prior to the SFPUC's approval of the request. Licensee shall complete all work no later than one (1) year and six (6) months after the Commencement Date.

(h) **Restoration of License Area.** Immediately following completion of any work permitted by this License, Licensee shall remove all debris and any excess dirt and shall restore the License Area to its condition immediately prior to such work by Licensee, to City's satisfaction. At City's request, Licensee shall restore excavated areas with new vegetation (including irrigation and maintenance until established) that complies with City's then-existing vegetation management policy or other applicable policy and erosion control netting.

(i) **Pipeline Depth/Installation of Above-Ground Markers.** Before commencing any excavation work approved by City in the License Area, Licensee shall measure the depth of any of City's Facilities located in the License Area and shall forward such information to City. Licensee shall install above-ground markers identifying the location of any underground Licensee Facilities installed pursuant to this License. The location, type, and installation of markers and identifying information on the markers shall be subject to the SFPUC's prior written approval.

(j) **As-Built Drawings/Reports.** Promptly upon completion of the installation of any Licensee Facilities by or on behalf of Licensee permitted by this License, Licensee shall furnish City with two (2) complete copies of final as-built drawings for the Licensee Facilities, which

drawings shall include sufficient detail so as to allow City to precisely locate the Licensee Facilities. If Licensee or its Agents or consultants prepares any environmental, seismic, geophysical, or other written report relating to the License Area and/or any work performed on the License Area, Licensee shall furnish to City a complete copy of such report, including any schedules, exhibits, and maps, promptly upon completion of the same.

(k) **Responsibility for Maintenance of Facilities.** Licensee shall be solely responsible for repairing and maintaining all Licensee Facilities placed in or on the License Area pursuant to this License in good and safe condition, and City shall have no duty whatsoever for any repair or maintenance of the License Area or any such Licensee Facilities. Licensee shall notify City in writing not less than five (5) days before performing any material repair or maintenance work (defined as any repair or maintenance that exceeds routine and regularly scheduled work performed by Licensee necessary to keep Licensee Facilities in good repair and operating condition) in the License Area, except in the case of an emergency when Licensee shall notify City telephonically and in writing as soon as reasonably possible. Licensee acknowledges that no work that contemplates any excavation on or about the License Area, including material repair or maintenance work, shall occur without City's prior written approval, which City may withhold at its sole discretion.

(i) **Revocability.** The installation of existing or future Licensee Facilities by Licensee, regardless of cost, shall not in any way whatsoever limit City's right to revoke this License pursuant to its terms or any of City's other rights under this License.

(m) **Contractors.** Licensee shall not accept and release its contractor for work authorized or required by this License before securing the SFPUC's written approval.

(n) **Cathodic and Other Protection.** City may adopt from time to time such rules and regulations with regard to the Licensee Facilities and operations under this License as City may determine are necessary or appropriate, at City's sole discretion, to safeguard against corrosion of, or other damage to, City's Facilities. Upon receipt of a copy of such rules and regulations, Licensee shall immediately comply with them.

(o) **Potholing.** The parties acknowledge that they anticipate all potholing necessary in connection with the initial construction of the permitted improvements authorized by this License on the Commencement Date has already been completed. In connection with any further potholing that may become necessary in connection with either (i) the initial construction of the permitted improvements authorized by this License or (ii) the future installation or construction of further improvements not yet authorized or permitted pursuant to this License, the necessity and manner of implementation for any potholing shall be subject to the direction of City's inspector. If required by City, potholing using the soft dig method (vacuum soil extraction system) is preferred. The use of other mechanical methods such as digging with a backhoe must be approved by the SFPUC at least five (5) days prior to commencing such work. Notwithstanding the foregoing, the last two (2) feet above the top of the pipe must be dug manually, without the use of any machines.

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

(a) **Improvements.** Except for the permitted improvements described in Section 5(a) [Permitted Acts] above, and authorized in the attached **Schedule D**, Licensee shall not construct or place any temporary or permanent structures or improvements, including signage, in, on, under, or about the License Area, nor shall Licensee make any alterations or additions to any of existing structures or improvements on the License Area, unless Licensee first obtains the SFPUC's prior written consent, which the SFPUC may give or withhold at its sole and absolute discretion. For

purposes of this License, asphalt, concrete and cementitious concrete driveways, sidewalks and parking areas, shacks and storage facilities, and fences shall be deemed "improvements."

(b) **Trees and Other Plantings.** Except as otherwise expressly provided in this License, Licensee shall not plant any trees or other vegetation in or on the License Area, except in accordance with detailed plans consistent with the SFPUC's vegetation management policy and as approved by the SFPUC in writing in advance.

(c) **Dumping.** Licensee shall not cause or permit the dumping or other disposal in, on, under, or about the License Area of landfill, refuse, Hazardous Material (defined in Section 7(d) [Hazardous Material] below) or any other materials, including materials that are unsightly or could pose a hazard to the human health or safety, native vegetation or wildlife, or the environment.

(d) **Hazardous Material.** Licensee shall not cause, nor shall Licensee allow any of its Agents or Invitees (defined in Section 20 [Indemnity] below) to cause, any Hazardous Material to be brought upon, kept, used, stored, generated, released, or disposed of in, on, under, or about the License Area, or transported to, from, or over the License Area. Licensee shall immediately notify City when Licensee learns of, or has reason to believe that, a release of Hazardous Material has occurred in, on, under, or about the License Area. Licensee shall further comply with all laws, statutes, ordinances, rules, regulations, policies, orders, edicts, and the like (collectively, "Laws") requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary or desirable to mitigate the release or minimize the spread of contamination. If Licensee or its Agents or Invitees cause a release of Hazardous Material, Licensee shall promptly return the License Area to the condition immediately prior to the release without cost to City and in accordance with all Laws and using commonly accepted, effective practices to remediate and mitigate the release. In connection with any such release, Licensee shall afford City a full opportunity to negotiate and participate in any discussion with governmental agencies and environmental consultants regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Material, and any other abatement or clean-up plan, strategy, and procedure. For purposes of this License, "Hazardous Material" means material that, because of its quantity, concentration, or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state, or local governmental authority to pose a present or potential hazard to public health, welfare, or the environment. Hazardous Material includes the following: any material or substance defined as a "hazardous substance, pollutant, or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 et seq., or pursuant to Section 25316 of the California Health & Safety Code or any other federal, state, or local Law; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials in the License Area; and any petroleum, including crude oil or any crude-oil fraction, natural gas, or natural gas liquids, provided, the foregoing shall not prohibit Licensee from traversing to, from, and across the License Area in standard motor vehicles that do not exceed the weight limitations set forth below. The term "release" or "threatened release" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under, or about the License Area.

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

(f) **Damage.** Licensee shall not do anything in, on, under, or about the License Area that could cause damage or interference to any of City's Facilities or any other pipelines or other property located in, on, under, or about the License Area. Licensee will compensate City for any

and all damage caused to the License Area and City Facilities resulting from the activities of Licensee and its Agents and Invitees, including damage resulting from defective work.

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

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

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

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

(ii) The effects of vehicle and equipment loads to City's pipelines or other of City's Facilities must not exceed the effects of the "AASHTO Standard H-10 Loading." H-10 loading is defined as loading caused by a two-axle truck with a gross weight of ten tons (20,000 lbs.), axles fourteen feet (14') apart, and rear axle carrying 8-tons (16,000 lbs.). Licensee shall be responsible for providing the SFPUC with adequate evidence that Licensee's equipment and vehicles meet the foregoing requirements.

(iii) Licensee shall not use vibrating compaction equipment without the SFPUC's prior written approval, which approval may be withheld at the SFPUC's sole discretion.

(iv) If the depth of the soil cover over any of City's Facilities (determined by potholing or other proof procedure) is less than the minimum stated in Subsection (i) above, unless an alternate method is approved by the SFPUC in writing, all excavation and grading over any of City's Facilities shall be performed manually. For any machinery equipment excavation and grading over and within twenty feet (20') on each side of the centerline of any of City's pipelines (measured on the surface), Licensee shall submit a written proposal together with all supporting calculations and data to the SFPUC for review and approval. In any case, the two feet (2') of soil around any City pipeline or other of City's Facilities shall be removed manually or by other methods approved by the SFPUC with due care as provided in Section 6(d) [Exercise of Due Care] above.

8. **License Fee(s).** Intentionally Omitted.

9. Insurance.

(a) Licensee shall procure and keep in effect at all times during the term of this License, at Licensee's expense, and cause its contractors and subcontractors engaged to perform any work permitted by this License on or about the License Area ("**Licensee Contractors**") to maintain at all times during any construction activities on or about the License Area, insurance as follows: (i) Commercial General Liability Insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence combined single limit for bodily injury and property damage, including coverages for contractual liability, personal injury, independent contractors, explosion, collapse and underground (XCU), Broadform Property Damage, Sudden and Accidental Pollution, Products Liability, and Completed Operations; (ii) Business Automobile Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for bodily injury and property damage, including coverages for owned, non-owned, and hired automobiles, as applicable, if Licensee uses or causes to be used any vehicles in connection with its use of the License Area, and (iii) Workers' Compensation Insurance, including employer's liability coverage with limits of not less than One Million Dollars (\$1,000,000) each accident.

In lieu of the foregoing insurance required of Licensee (but not in lieu of insurance to be provided by Licensee Contractors), Licensee can elect to self-insure, to the extent permitted by applicable law, by providing City adequate evidence acceptable to City of its self-insurance program. If Licensee elects to self-insure, on or before the Commencement Date and upon written request by the SFPUC, within thirty (30) days of the commencement of each year thereafter, Licensee shall submit to the SFPUC a certificate of self-insurance signed by a duly authorized representative of Licensee, such certificate evidencing that Licensee's self-insurance program is adequately funded, in full force and effect, and in compliance with and subject to all the terms, agreements, covenants, conditions, and provisions of this License. Licensee shall give the SFPUC written notice of any significant change in or the depletion of its self-insurance fund. If, in City's judgment, any such change or depletion results in Licensee's inability to adequately cover the risks resulting from the activities permitted on the License Area by this License through its self-insurance program, City may require Licensee to obtain promptly the insurance coverages required by this License or, if such insurance is not so obtained, terminate this License by delivery of notice to Licensee.

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

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

(b) All policies required by this License shall be effected by valid and enforceable policies issued by insurers of recognized responsibility and reasonably approved by City and provide for the following: (i) name as additional insureds the City and County of San Francisco, its Public Utilities Commission, and their respective officers, agents, and employees; (ii) specify that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this License and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limit of liability, and (iii) include a waiver of subrogation endorsement or provision whereby the insurer acknowledges acceptance of Licensee's or a Licensee Contractor's waiver of claims against City. Such policies shall also provide for severability of interests and that an act or omission of one of the named insureds that would void or otherwise reduce coverage shall not reduce or void the

coverage as to any insured, and shall afford coverage for all claims based on acts, omissions, injury, or damage that occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period. Sudden and accidental pollution coverage in the liability policies required by this License shall be limited to losses resulting from Licensee's activities (and Licensee's Agents, and Invitees) or Licensee Contractors' activities (as applicable) under this License (excluding nonnegligent aggravation of existing conditions with respect to Hazardous Material).

(c) All insurance policies required to be maintained by Licensee or any Licensee Contractor by this License shall be endorsed to provide thirty (30) days' prior written notice to City of cancellation for any reason, intended non-renewal or reduction in coverage. Notice to City shall be mailed to the address(es) for City set forth in Section 30 [Notices] below.

(d) Unless Licensee elects to self-insure in compliance with the provisions of Subsection (a) above, prior to the Commencement Date of this License, Licensee shall deliver to City certificates of insurance and additional insured policy endorsements from insurers in a form satisfactory to City, evidencing the coverages required by this License, together with complete copies of the policies at City's request. At least five (5) business days prior to the commencement of any work permitted by this License on or about the License Area by any Licensee Contractor, Licensee shall deliver, or cause to be delivered, to City certificates of insurance and additional insured policy endorsements from insurers in a form satisfactory to City, evidencing the coverages required by this License. If Licensee shall fail to procure, or cause the procurement of, such insurance, or to deliver, or cause the delivery of, such policies or certificates, at its option, City may procure the same for the account of Licensee, and any resulting costs shall be paid to City within five (5) days after delivery to Licensee of bills therefor.

(e) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general aggregate limit shall double the occurrence or claims limits specified above.

(f) Should any of the required insurance be provided under a claims-made form, Licensee shall maintain, or cause its Licensee Contractors to maintain, such coverage continuously throughout the term of this License and, without lapse, for a period of three (3) years beyond the License expiration or termination, to the effect that should any occurrences during the License term give rise to claims made after expiration or termination of the License, such claims shall be covered by such claims-made policies.

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

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

**10. Compliance with Laws.** At its expense, Licensee shall conduct and cause to be conducted all activities on the License Area allowed under this License in a safe and reasonable manner and

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

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

12. **Monuments.**

(a) By its execution and delivery of this License, Licensee acknowledges that the monuments shown on the attached **Schedule B**, if any, are in place and in good condition. During the installation by or on behalf of Licensee of any Licensee Facilities or improvements permitted by this License and at all times during Licensee's use of the License Area, Licensee shall protect and safeguard City's monuments. Licensee shall promptly notify City in the event Licensee becomes aware of any change in the condition of City's monuments, regardless of the cause of such change.

(b) If Licensee damages a monument necessitating resurvey, repair, or replacement, as determined by City at its sole discretion, at its sole cost, Licensee shall survey, file a land surveyor's map in the County Office, and install a replacement monument within thirty (30) days of completion of work authorized under this License, all to City's satisfaction. A recorded surveyor's map shall be furnished by Licensee to the SFPUC for its records.

(c) During the term of this License, City may replace missing monuments or install new monuments. City shall give Licensee written notice if City replaces missing monuments or installs new monuments. Upon receipt of such notice, Licensee shall assume the protection and replacement responsibilities set forth in this License.

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

action at its sole expense to protect, remove, or relocate such facilities as required by City to meet the emergency.

**14. Interruption or Disruption of License Area.** Without limiting City's rights under this License, if Licensee's use of the License Area is interrupted or disrupted for any reason, including in connection with any City request for the removal or alteration of Licensee Facilities located on the License Area pursuant to Section 13 [Removal or Alteration of Facilities] above, at Licensee's sole cost, Licensee shall be responsible for: (a) any and all costs of alteration, removal, and/or restoration of Licensee's improvements to a condition similar to that which existed prior to such interruption, disruption, alteration or removal, and (b) the implementation or satisfaction of any mitigation measures or obligations that may arise under applicable law, including the California Environmental Quality Act ("CEQA"), related to any interruption or disruption of Licensee's use of the License Area. City will not be responsible for mitigation of any potential recreational use impacts or other impacts associated with any interruption or disruption of use of the License Area, or any costs related thereto. If Licensee fails to promptly perform its obligations under this Section, at its sole option, City may elect to terminate this License immediately upon written notice, or to exercise any and all other rights or remedies available to City under this License or at law, including the rights set forth in Section 18 [City's Right to Cure Defaults by Licensee] below.

City would not be willing to give this License in the absence of Licensee's assurances under this Section 14, and Licensee expressly assumes any and all liability or obligations that may arise under this Section 14.

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

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

**17. Repair of Damage.** If any portion of the License Area or any City property located on or about the License Area is damaged or threatened by any of the activities conducted by Licensee or anyone acting by or through Licensee under this License, at its sole cost, Licensee shall immediately notify City by telephone to the SFPUC's dispatch operator at (650) 872-5900 of such damage or threat. City may, but shall not be obligated to, remedy such damage or threat at Licensee's sole cost, or City may elect to witness Licensee's repair work. If City elects not to remedy such damage or threat, Licensee shall repair any and all such damage and restore the License Area or property to its previous condition subject to City's inspection, review, and approval. City has no responsibility or liability of any kind with respect to any utilities that may be on, in, or under the License Area. Licensee has the sole responsibility to locate such utilities and other existing facilities and protect them from damage. Licensee shall be solely responsible for arranging and paying directly for any utilities or services necessary for its activities under this License; provided, Licensee shall obtain City's prior written approval to the provision of such services or utilities in, on, under, or through the License Area.

**18. City's Right to Cure Defaults by Licensee.** If Licensee fails to perform any of its obligations under this License to restore the License Area, remove or alter Licensee Facilities, or repair damage, or if Licensee defaults in the performance of any of its other obligations under this



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

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

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

21. **Waiver of Claims.**

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

(b) Licensee acknowledges that this License is freely revocable by City and in view of such fact, Licensee expressly assumes the risk of making any expenditures in connection with this License, even if such expenditures are substantial. Without limiting any indemnification obligations of Licensee or other waivers contained in this License and as a material part of the

consideration for this License, Licensee fully RELEASES, WAIVES, AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, City, its departments, commissions, officers, directors, and employees, and all persons acting by, through or under each of them, under any present or future laws, statutes, or regulations, including any claim for inverse condemnation or the payment of just compensation under law or equity, if City exercises its right to revoke or terminate this License.

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

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

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

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

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

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

**22. As Is Condition of License Area; Disclaimer of Representations; CASp Disclosure.**

(a) Licensee accepts the License Area in its "AS IS" condition, without representation or warranty of any kind by City, its officers, agents, or employees, and subject to all applicable laws, rules and ordinances governing the use of the License Area. Without limiting the foregoing, this License is made subject to any and all existing and future covenants, conditions, restrictions, easements, encumbrances, and other title matters affecting the License Area, whether foreseen or unforeseen, and whether such matters are of record or would be disclosed by an accurate inspection or survey.

(b) California law requires commercial property owners to disclose on every rental agreement whether the property being rented has undergone inspection by a Certified Access Specialist ("CASp") to determine whether the property meets all applicable construction-related accessibility standards pursuant to California Civil Code Section 55.53.

The law does not require owners to have the inspections performed. Pursuant to California Civil Code Section 1938, Licensee is hereby advised that the License Area has not been inspected by a CASp.

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

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

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

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

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

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

hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product in the performance of this License.

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

(a) Licensee recognizes and understands that this License may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on such interest. Licensee further recognizes and understands that any transfer or assignment permitted under this License and any exercise of any option to renew or extend this License may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created pursuant to this License.

(b) Licensee shall pay taxes of any kind, including possessory interest taxes, that may be lawfully assessed on the interest hereby created and to pay all other taxes, excises, licenses, permit charges, and assessments based on Licensee's usage of the License Area that may be imposed upon Licensee by law, all of which shall be paid when the same become due and payable and before delinquency.

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

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

**City or the SFPUC:** Real Estate Services Division  
San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 10<sup>th</sup> Floor  
San Francisco, California 94102  
Attn: Real Estate Director  
Re: Fayette Park P4255

**Licensee:** City of Mountain View  
500 Castro Street  
Mountain View, California 94039-7540  
Attn: Real Property Program Administrator  
Re: Fayette Park P4255

A properly addressed notice transmitted by one of the foregoing methods shall be deemed received upon confirmed delivery, attempted delivery, or rejected delivery. Neither party may give official or binding notice by facsimile or e-mail.

**31. Prohibition of Tobacco Sales and Advertising.** No advertising of cigarettes or tobacco products is allowed on the License Area. This advertising prohibition includes the placement of the name of a company producing, selling, or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This advertising prohibition does not apply to any advertisement sponsored by a state, local, nonprofit, or other entity designed to (a) communicate the health hazards of cigarettes and tobacco products, or (b) encourage people not to smoke or to stop smoking.

32. **Prohibition of Alcoholic Beverage Advertising.** No advertising of alcoholic beverages is allowed on the License Area. For purposes of this Section, "alcoholic beverage" shall be defined as set forth in California Business and Professions Code Section 23004, and shall not include cleaning solutions, medical supplies and other products and substances not intended for drinking. This advertising prohibition includes the placement of the name of a company producing, selling, or distributing alcoholic beverages or the name of any alcoholic beverage in any promotion of any event or product. This advertising prohibition does not apply to any advertisement sponsored by a state, local, nonprofit, or other entity designed to (a) communicate the health hazards of alcoholic beverages, (b) encourage people not to drink alcohol or to stop drinking alcohol, or (c) provide or publicize drug or alcohol treatment or rehabilitation services.

33. **Pesticide Prohibition.** Licensee shall comply with the provisions of Section 308 of Chapter 3 of the San Francisco Environment Code (the "**Pesticide Ordinance**") that (a) prohibit the use of certain pesticides on City property, (b) require the posting of certain notices and the maintenance of certain records regarding pesticide usage and (c) require Licensee to submit to the SFPUC an integrated pest management ("IPM") plan that (i) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Licensee may need to apply to the License Area during the term of this License, (ii) describes the steps Licensee will take to meet City's IPM Policy described in Section 300 of the Pesticide Ordinance, and (iii) identifies, by name, title, address, and telephone number, an individual to act as the Licensee's primary IPM contact person with City. In addition, Licensee shall comply with Sections 303(a) and 303(b) of the Pesticide Ordinance.

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

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

36. **Food Service and Packaging Waste Reduction.** In the performance of this License, Licensee shall comply fully with and be bound by all applicable provisions of the Food Service and Packaging Waste Reduction Ordinance, as set forth in the San Francisco Environment Code, Chapter 16, including the remedies provided therein, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated into this License by reference and made a part of this License as though fully set forth in this License. Accordingly, Licensee acknowledges that City contractors and lessees may not use Disposable Food Service Ware that contains Polystyrene Foam in City buildings or structures and while performing under a City contract or lease, and shall instead use suitable Biodegradable/Compostable or Recyclable Disposable Food Service Ware. This provision is a material term of this License.

37. **Severability.** If any provision of this License or its application to any person, entity, or circumstance shall be invalid or unenforceable, the remainder of this License, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this License shall be valid and be enforceable to the fullest extent permitted by law, except to the extent that enforcement of

this License without the invalidated provision would be unreasonable or inequitable under all the circumstances or would frustrate a fundamental purpose of this License.

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

**39. General Provisions.** (a) This License may be amended or modified only by a writing signed by City and Licensee. (b) No waiver by any party of any of the provisions of this License shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. No waiver shall be deemed a subsequent or continuing waiver of the same, or any other, provision of this License. (c) Except as expressly provided to the contrary, all approvals, consents, and determinations to be made by City under this License may be made at City's sole and absolute discretion. (d) This instrument (including any attached Exhibits or Schedule(s)) contains the entire agreement between the parties regarding the use or occupancy of the Licensed Area by Licensee and all prior written or oral negotiations, discussions, understandings, and agreements are merged in this License. (e) The section and other headings of this License are for convenience of reference only and shall be disregarded in the interpretation of this License. (f) Time is of the essence in all matters relating to this License. (g) This License shall be governed by California law and City's Charter. (h) If either party commences an action against the other or a dispute arises under this License, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the other party. For purposes of this License and for purposes of the indemnifications set forth in this License, City's reasonable attorneys' fees shall be based on the fees regularly charged by private attorneys in San Francisco with comparable experience notwithstanding City's use of its own attorneys. (i) If Licensee consists of more than one person then the obligations of each person shall be joint and several. (j) Licensee may not record this License or any memorandum of this License. (k) Subject to the prohibition against assignments or other transfers by Licensee under this License, this License shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors, and assigns. (l) Any sale or conveyance of the property burdened by this License by City shall automatically revoke this License. (m) Notwithstanding anything to the contrary contained in this License, Licensee acknowledges and agrees that no officer or employee of City has authority to commit City to this License unless and until a resolution of the SFPUC's Commission shall have been duly adopted approving this License and authorizing the transaction contemplated by this License. Therefore, any obligations or liabilities of City under this License are contingent upon enactment of such a resolution, and this License shall be null and void if the SFPUC's Commission does not approve this License, at its sole discretion. (n) Each of the persons executing this License on behalf of Licensee do hereby covenant and warrant that Licensee is a duly authorized and existing entity, that Licensee is qualified to do business in California, that Licensee has full right and authority to enter into this License, and that each and all of the persons signing on behalf of Licensee are authorized to do so. Upon City's request, Licensee shall provide City with evidence reasonably satisfactory to City confirming the foregoing representations and warranties. (o) This License may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. (p) Whenever this License requires City's or the SFPUC's consent or approval, the General Manager of the SFPUC, or his or her designee, shall be authorized to provide such consent or approval, except as otherwise provided by applicable Laws, including City's Charter, or by the SFPUC's Real Estate Guidelines. No consent, approval, election, or option shall be effective unless given, made, or exercised in writing. (q) Use of the word "including" or similar words will not be construed to limit any general term, statement, or other matter in this License, whether or not language of non-limitation, such as "without limitation" or similar words, are used.

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

**LICENSEE:**

**CITY OF MOUNTAIN VIEW,**  
a municipal corporation

By: *Ducheyson*  
Its: *Asst. City Manager*  
Date: *4/17/19*

**CITY:**

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

By: HARLAN E. KELLY, JR.  
General Manager  
San Francisco Public Utilities Commission

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

**APPROVED AS TO FORM:**

**DENNIS J. HERRERA**  
City Attorney

**APPROVED AS TO FORM**

*Kurt Unger*  
*Sr. Asst.* CITY ATTORNEY

By: Richard Handel, Deputy City Attorney

**Authorized by**  
**San Francisco Public Utilities Commission**

Resolution No. \_\_\_\_\_  
Adopted: \_\_\_\_\_

Attested: \_\_\_\_\_  
Secretary  
San Francisco Public Utilities Commission

## **SCHEDULE A**

### **Description of License Area**

All that certain real property located in Santa Clara County, California, described as follows:

An approximately 57,500 square-foot portion of SFPUC Parcels 227, 228, and 229, according to the SFPUC's records and as shown on Drawing No. 4255 attached as Schedule B and made a part of this License, located between El Camino Real and Fayette Drive in Santa Clara County, in the City of Mountain View, California.

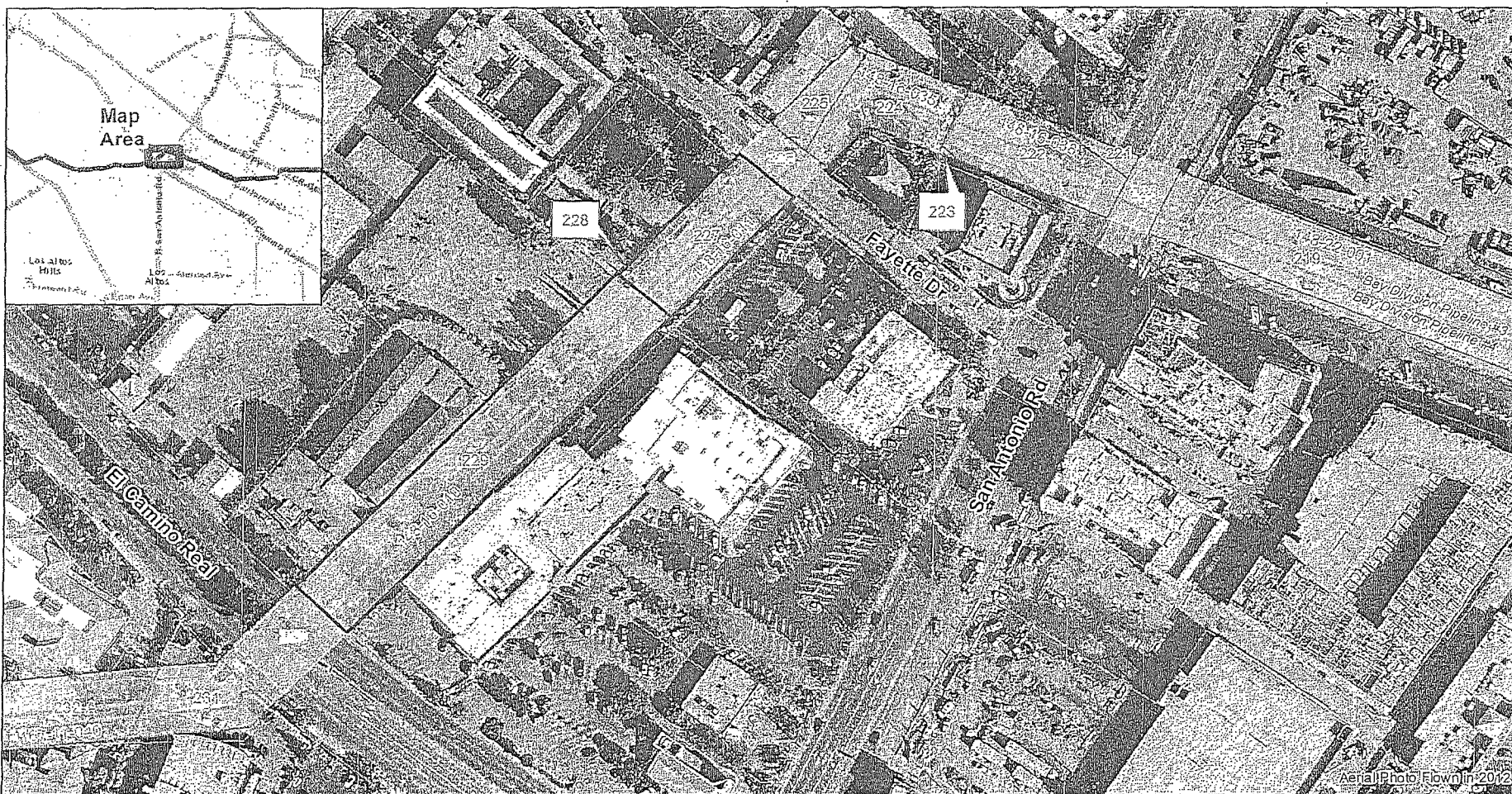


**SCHEDULE B**

**Drawing No. 4255**

*(See attached)*

# Drawing No. 4255



- License Area
- SFPUC land (in fee)
- Tax Assessor Parcel
- SFPUC Pipeline
- Easement / other right to SFPUC

Approx. Location: 37.403155 (lat)  
-122.114330 (long)



Hetch Hetchy  
Regional Water System  
Real Estate Services

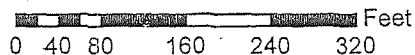
**Fayette Park**  
License #: P4255

SFPUC Parcel #: 227, 228, 229  
APN: 148-16-010, 148-16-011

The City does not guarantee that the information is accurate or complete. The City is not responsible for any damages arising from the use of data. Users should verify the information before making project commitments. This map shows the approximate limits of the licensed area and estimated pipeline locations, and will not be exact.



Scale 1:2,000



Author: Joel Mandella Date: 12/27/2016

**SCHEDULE C**

**Deeds**

*(See attached)*

No Revenue Stamps Required

200187 52a

BOOK 1890 PAGE 223

D E E D

MELVIN O. ANDREEN and STELLA B. ANDREEN, his wife, the first parties, hereby grant to CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, the second party, the following described real property situated in the County of Santa Clara, State of California:

A portion of that certain parcel of land conveyed by Matthew A. Harris et ux, to Melvin O. Andreen by deed dated November 19, 1920 and recorded December 31, 1920 in Book 524 of Deeds, at page 571, Records of Santa Clara County; hereinafter referred to as the Andreen Parcel; said portion being more particularly described as COMMENCING at a point in the southwesterly boundary of a 50 foot right of way known as Fayette Drive; said point being distant along said boundary South  $51^{\circ} 31' 30''$  east 15.84 feet from the most easterly corner of that certain parcel of land conveyed by Melvin O. Andreen and Stella B. Andreen to Walter Pedersen et al, by Joint Tenancy Deed dated May 13, 1944 and recorded May 24, 1944 in Volume 1205 at page 43, Official Records, Santa Clara County; hereinafter referred to as the Pedersen Parcel; thence, from said point of commencement, and running along the above mentioned southwesterly boundary of Fayette Drive, south  $51^{\circ} 31' 30''$  east 80.38 feet; thence, leaving said southwesterly boundary, south  $44^{\circ} 06'$  west 198.36 feet to a point in the common boundary between the above mentioned Andreen Parcel and that certain parcel of land conveyed by R. F. Clute and A. K. Clute to Eugene Calvo and Emily Calvo by Joint Tenancy Deed dated January 7, 1946 and recorded January 11, 1946 in Volume 1302 at page 339, Official Records Santa Clara County; thence, along said common boundary, north  $52^{\circ} 14'$  west 77.76 feet to the most southerly corner of the above mentioned Pedersen Parcel; thence along the southeasterly boundary of the above mentioned Pedersen Parcel, north  $38^{\circ} 45' 30''$  east 29.18 feet; thence, leaving said southeasterly boundary north  $44^{\circ} 06'$  east 170.03 feet to the point of commencement.

Containing 0.364 of an Acre.

IN WITNESS WHEREOF, the first parties have executed this conveyance this 7th day of December, 1949.

Melvin O Andreen

Stella B. Andreen

No Revenue Stamps Required

200187 sja

BOOK 1890 PAGE 223

D E E D

MELVIN O. ANDREEN and STELLA B. ANDREEN, his wife, the first parties, hereby grant to CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, the second party, the following described real property situated in the County of Santa Clara, State of California:

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Containing 0.364 of an Acre.

STATE OF CALIFORNIA

County of Santa Clara } ss first parties have executed this  
On this 7th day of December, 1949.  
before me, John W. Clark in the year one thousand nine hundred and Forty-Nine  
a Notary Public in and for the  
County of Santa Clara State of California, residing therein,  
duly commissioned and sworn, personally appeared  
Melvin O. Andreen and Stella B. Andreen

known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Santa Clara, the day and year in this certificate first above written.

LAND PURCHASES—BAY DIVISION  
PIPE LINE NO. 3  
Resolution No. 8722  
(Series of 1939)  
RESOLVED, in accordance with the written offers on file in the office of the Director of Property and the recommendation of the Public Utilities Commission, that the City and County of San Francisco, a municipal corporation, accept deeds from the following named parties or the legal owners to certain parcels of land in Santa Clara County, California, required for the Bay Division Pipe Line No. 3, and that the sums set forth opposite their names be paid for said real property from Appropriation No. 80,600,000, Making of Andrew Claus, \$1,455.00; Eugene Calvo et al, \$14,000.00; Emil De Chloupek et al, \$4,300.00. The sum of \$19,755.00 required for the purpose of this resolution was previously certified under Resolution No. 8208, Series of 1939, for the acquisition of said real property through eminent domain proceedings, and inasmuch as it now appears that said proceedings will not be necessary with respect to said property, the Controller is authorized to release this amount from the previous certification and make said amount available for the purposes herein set forth. In the event that it should become necessary to proceed under Resolution No. 8208, the Controller is authorized to make the necessary adjustment in funds.  
The City Attorney shall examine and approve the title to said property.  
I hereby certify that the foregoing resolution was adopted by the Board of Supervisors of the City and County of San Francisco at its meeting of June 8, 1949.  
JOHN R. McGRATH, Clerk  
Approved June 7, 1949  
MILLEN B. ROBINSON  
June 19, 1949

STATE OF CALIFORNIA  
City and County of San Francisco } ss.

CLERK'S CERTIFICATE

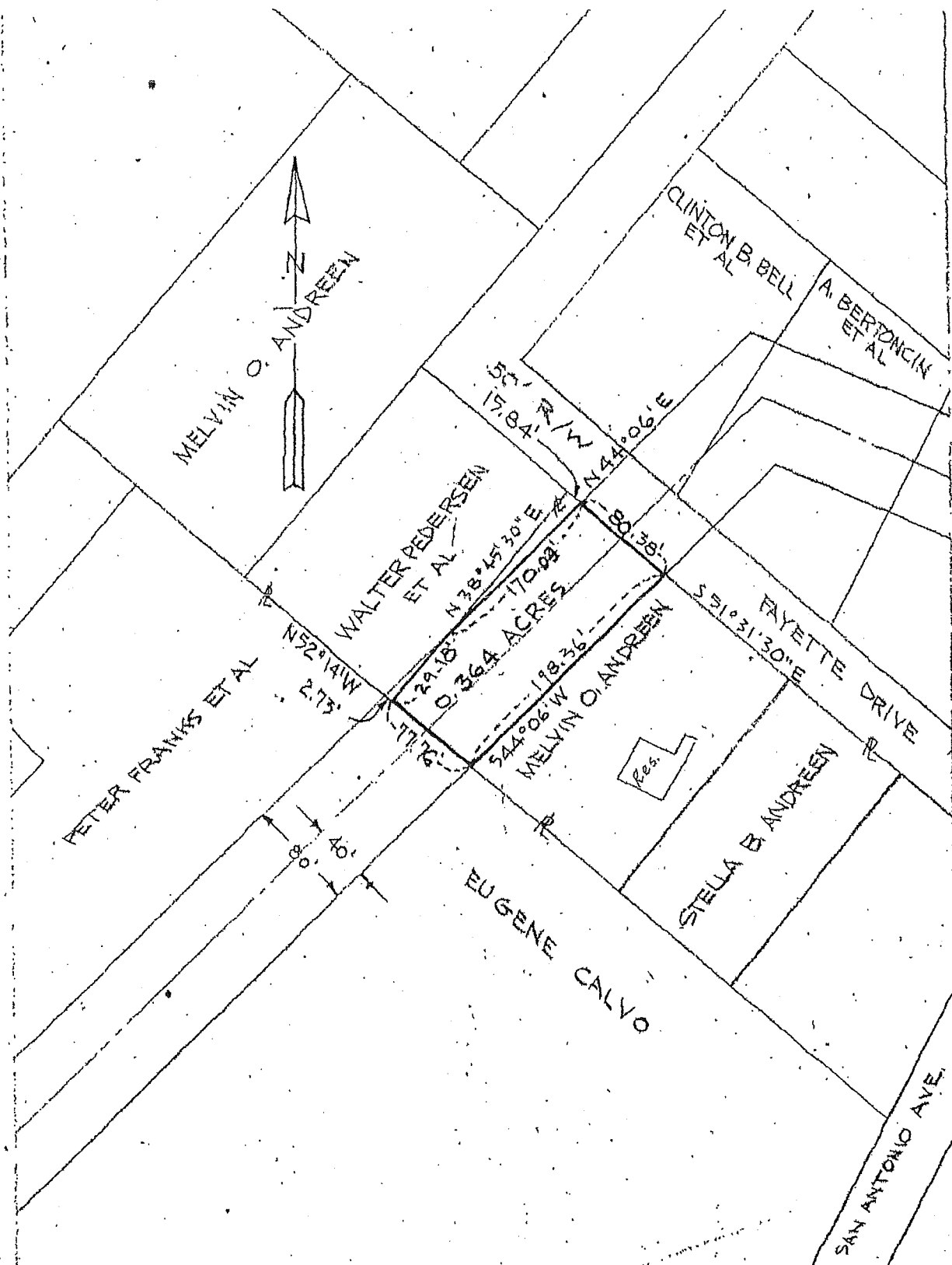
I, John R. McGrath, Clerk of the Board of Supervisors of the City and County of San Francisco, do hereby certify

that the annexed Resolution No. 8722 (Series of 1939) is a full, true and correct copy of the original thereof on file in the office of the Clerk of the Board of Supervisors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City and County this 13 day of September 1949

John R. McGrath  
Clerk of the Board of Supervisors, City and County of San Francisco





CITY AND COUNTY OF SAN FRANCISCO  
PUBLIC UTILITIES COMMISSION  
SAN FRANCISCO WATER DEPARTMENT

BAY DIVISION PIPE LINE NO 3

PARCEL NO 227

SANTA CLARA COUNTY

Revenue Stamps Required  
REG 1560 PAGE 402

Page 228

B-566

DEED

WALTER KRANSKY and BLANCHE M. KRANSKY, his wife, the first parties, hereby grant to CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, the second party, the following described real property situated in the County of Santa Clara, State of California:

A portion of that certain parcel of land conveyed by Melvin O. Andreen and Stella B. Andreen to Walter Pedersen et al, by Joint Tenancy Deed dated May 13, 1944 and recorded May 24, 1944 in Volume 1205 of Official Records, page 43, Santa Clara County, hereinafter referred to as the Pedersen Parcel, said portion of land being more particularly described as, COMMENCING at a point in the Southeasterly boundary of the above mentioned Pedersen Parcel, distant thereon South 38° 45' 30" West 169.21 feet from its intersection with the southwesterly boundary of a 50 foot right of way known as Fayette Drive; thence from said point of commencement, South 38° 45' 30" West 29.18 feet to the most Southerly corner of the above mentioned Pedersen Parcel; thence along the Southwesterly boundary of the Pedersen Parcel, North 52° 14' West 2.73 feet; thence leaving said Southwesterly boundary North 44° 06' East 29.35 feet to the point of commencement.

Containing 0.001 of an acre.

STATE OF CALIFORNIA

County of Santa Clara

On this 29<sup>th</sup> day of August in the year one thousand nine hundred and Forty-Nine  
before me, Louis P. Acton a Notary Public in and for the

County of Santa Clara, State of California, residing therein,  
duly commissioned and sworn, personally appeared  
Walter Kransky and Blanche M. Kransky

known to me to be the persons whose names are subscribed to the within instrument  
and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal  
in the county of Santa Clara the day and year in this  
certificate first above written.

Louis P. Acton  
Notary Public in and for the County of Santa Clara  
State of California.  
My Commission Expires



Revenue Stamps Required  
0554 1860 PAGE 402

D E E D

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Containing 0.001 of an acre.

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certificate first above written.

Notary Public in and for the

County of Santa Clara  
State of California.  
My Commission Expires

LAND PURCHASE-BAY DIVISION PIPE  
LINE NO. 3.  
Resolution No. 8592  
(Series of 1939)

RESOLVED, in accordance with the written offers on file in the office of the Director of Property and the recommendation of the Public Utilities Commission, that the City and County of San Francisco, a municipal corporation, accept leases from the following named parties, or their legal owners, to certain parcels of land in Santa Clara County, California, required for the Bay Division Pipe Line No. 3, and that the sums set forth opposite their names be paid for said real property from Appropriation No. 90,600.00:

Little William Jensen et ux.....	350.00
E. M. Frenk et al.....	2,850.00
A. Bertone et ux.....	1,000.00
Walter Kransky et ux.....	50.00
Richard T. Weight et ux.....	200.00

The sum of \$4,250.00 required for the purpose of this resolution was previously certified under Resolution No. 8209, Series of 1939, for the acquisition of said real property through eminent domain proceedings, and inasmuch as it now appears that said proceedings will not be necessary with respect to said property, the Controller is authorized to release this amount from the previous certification and make said amount available for the purposes herein set forth. In the event that it should become necessary to proceed under Resolution No. 8209, the Controller is authorized to make the necessary adjustment of funds.

The City Attorney shall examine and approve the title to said property.

I hereby certify that the foregoing resolution was adopted by the Board of Supervisors of the City and County of San Francisco at its meeting of April 26, 1939.

JOHN R. McGRATH, Clerk.  
Approved, April 27, 1939.  
NIMMER E. ROBINSON, Mayor.

MAY 2-16

BOOK 1860 PAGE 463

Approved  
JW [Signature]  
General Manager

# CLERK'S CERTIFICATE

I, John R. McGrath, Clerk of the Board of Supervisors, of the City and County of San Francisco, do hereby certify that

the annexed Resolution No. 8592 (Series of 1939) is a full, true and correct copy of the original thereof on file in this office.

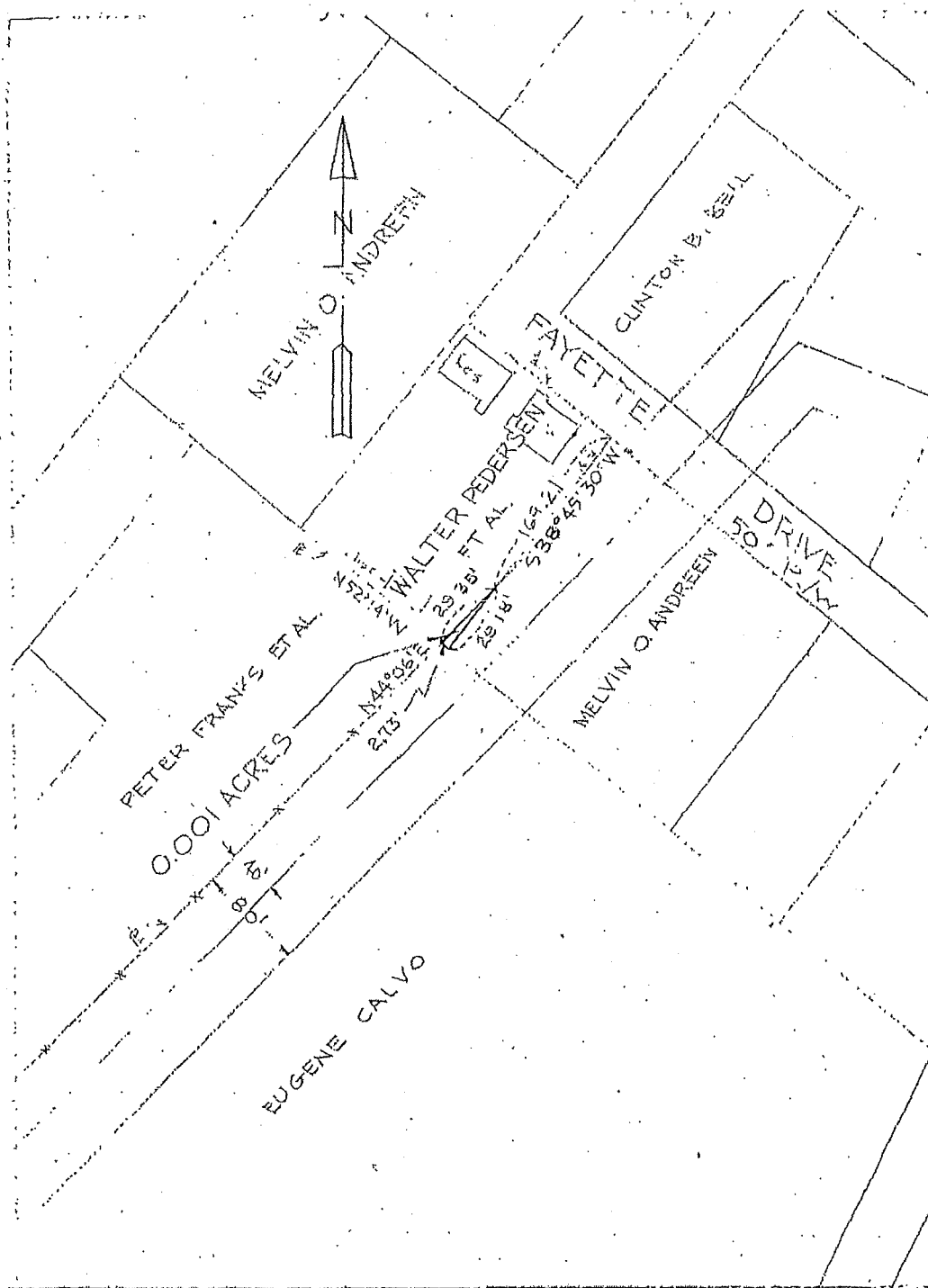
IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the

official seal of the City and County this 3 day of May 1949

John R. McGrath  
Clerk of the Board of Supervisors, City and County of San Francisco

STATE OF CALIFORNIA }  
City and County of San Francisco }





CITY AND COUNTY OF SAN FRANCISCO  
PUBLIC UTILITIES COMMISSION  
SAN FRANCISCO WATER DEPARTMENT

BAY DIVISION PIPE LINE NO 3

PARCEL NO 228

SANTA CLARA COUNTY

APPROVED BY <i>A. F.</i>	SCALE 1" = 100'	BY A. F.	DR	CHECKING
APPROVED BY		TR. J. D.	CH. W. E.	B-562
		DATE 6-29-48	REVISED	

RECORDS MANAGER AND CHIEF ENGINEER

DEED

(No documentary stamps required)

S.J.A. #200189

EUGENE CALVO and EMILY CALVO, his wife, the first parties, hereby grant to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, the second party, the following described real property situated in the County of Santa Clara, State of California:

A strip of land 80 feet wide, lying 40 feet either side of the following described line and extensions thereto, across that certain parcel of land conveyed by R.F. Clute and A. E. Clute to Eugene Calvo and Emily Calvo by Joint Tenancy Deed dated January 7, 1946 and recorded January 11, 1946 in Volume 1302 at page 339, Official Records, Santa Clara County, hereinafter referred to as the Calvo Parcel; said strip of land being more particularly described as, COMMENCING at a point in the common boundary between the above mentioned Calvo Parcel and that certain 5.678 acre parcel of land conveyed by M. A. Harris et ux, to M. O. Andreen by deed dated November 19, 1920 and recorded December 31, 1920 in Book 524 of Deeds at page 571, Records of Santa Clara County, hereinafter referred to as the Andreen Parcel; said point being distant along said common boundary south 52° 14' east 37.51 feet from the most southerly corner of that certain parcel of land conveyed by M. O. Andreen and S. B. Andreen to Walter Pedersen et al, by Joint Tenancy Deed dated May 13, 1944 and recorded May 23, 1944 in Volume 1205, at page 43, Official Records, Santa Clara County; thence, from said point of commencement south 44° 06' west 519.19 feet to the point of intersection with the northeasterly boundary of State Highway IV-SCL-2A U.S. Route 101, said point being distant, from a concrete monument opposite center line station 230 + 86.95 of the above mentioned State Highway, along said northeasterly boundary on a curve to the left with a radius of 1850 feet and a central angle of 5° 49' 10" an arc distance of 188.06 feet, the tangent to said curve to said point of intersection bearing south 46° 48' 10" east; the northeasterly end of said strip being the above mentioned common boundary between the Calvo and Andreen Parcels, and the southwesterly end of said strip being the above mentioned northeasterly boundary of the existing State Highway U. S. 101; Containing 0.953 of an acre.

IN WITNESS WHEREOF, the first parties have executed this conveyance this 9th day of JANUARY 1950.

Eugene Calvo

Emily Calvo

1X

State of California,

County of Santa Clara

BOOK 1945 PAGE 398



On this 9th day of January A. D. 1950 before me,  
JOHN RAZZARI  
a Notary Public in and for the said  
County and State, residing therein, duly commissioned and sworn, personally appeared

Eugene Calvo and Emily Calvo

known to me to be the person whose names are subscribed to the within  
Instrument, and acknowledged to me that they executed the same.  
In Witness Whereof, I have hereunto set my hand and affixed my official seal the day  
and year in this Certificate first above-written.

*John Razzari*  
Notary Public in and for the said County and State of California.  
My Commission Expires December 20, 1951

Crocker's Blank No. 131-Acknowledgment-General

21

LAND PURCHASES - MAY DIVISION  
FIVE LINE NO. 2

Resolution No. 8723  
(Series of 1939)

RESOLVED, in accordance with the  
written order on file in the office of the  
Director of Property and the Federal  
Bureau of Investigation, that the City and County of San  
Francisco, a municipal corporation, accept  
from the following named parties  
the land in Santa Clara County, California,  
known as the May Division Five Line  
No. 2, and that the sums set forth opposite  
their names be paid for said land  
Property from Appropriation No. 20,250,000  
Marilyn G. Anderson et al. \$1,400.00  
Eugene Calvo et al. \$1,400.00  
Small Ex. Children of UK \$1,400.00  
The sum of \$19,100.00 required for the  
purpose of this resolution was previously  
certified under Resolution No. 8708, Series  
of 1939, for the acquisition of said real  
property through eminent domain pro-  
ceedings, and inasmuch as it now appears  
that said proceedings will not be necessary  
with respect to said property, the Com-  
missioner is authorized to release the amount  
said amount available for the purposes  
herein set forth. In the event that it  
should become necessary to proceed under  
Resolution No. 8708, the Controller is  
authorized to make the necessary adjust-  
ment of funds.  
The City Attorney shall examine and  
approve this title to said property.  
I hereby certify that the foregoing reso-  
lution was adopted by the Board of Super-  
visors of the City and County of San  
Francisco at its meeting of June 6, 1949.  
JOHN L. McGRATH, Clerk  
Approved, June 7, 1949  
June 10-11 ELLEN K. ROBINSON  
Mayor

Approved:  
*Lowther*  
General Manager.

6266208  
FILED FOR RECORD  
AT REQUEST OF  
1950 MAR 16 AM 10:51  
BOOK 1945 PAGE 397  
OFFICIAL RECORDS  
SANTA CLARA COUNTY  
RECORDED

STATE OF CALIFORNIA }  
City and County of San Francisco } ss.

CLERK'S CERTIFICATE

I, Robert J. Dolan, Acting  
Clerk of the Board  
of Supervisors of the City and County of San Francisco, do hereby certify

that the annexed Resolution 8722 (Series of 1939)  
is a full, true and correct copy of the original thereof on file in the office  
of the Clerk of the Board of Supervisors.

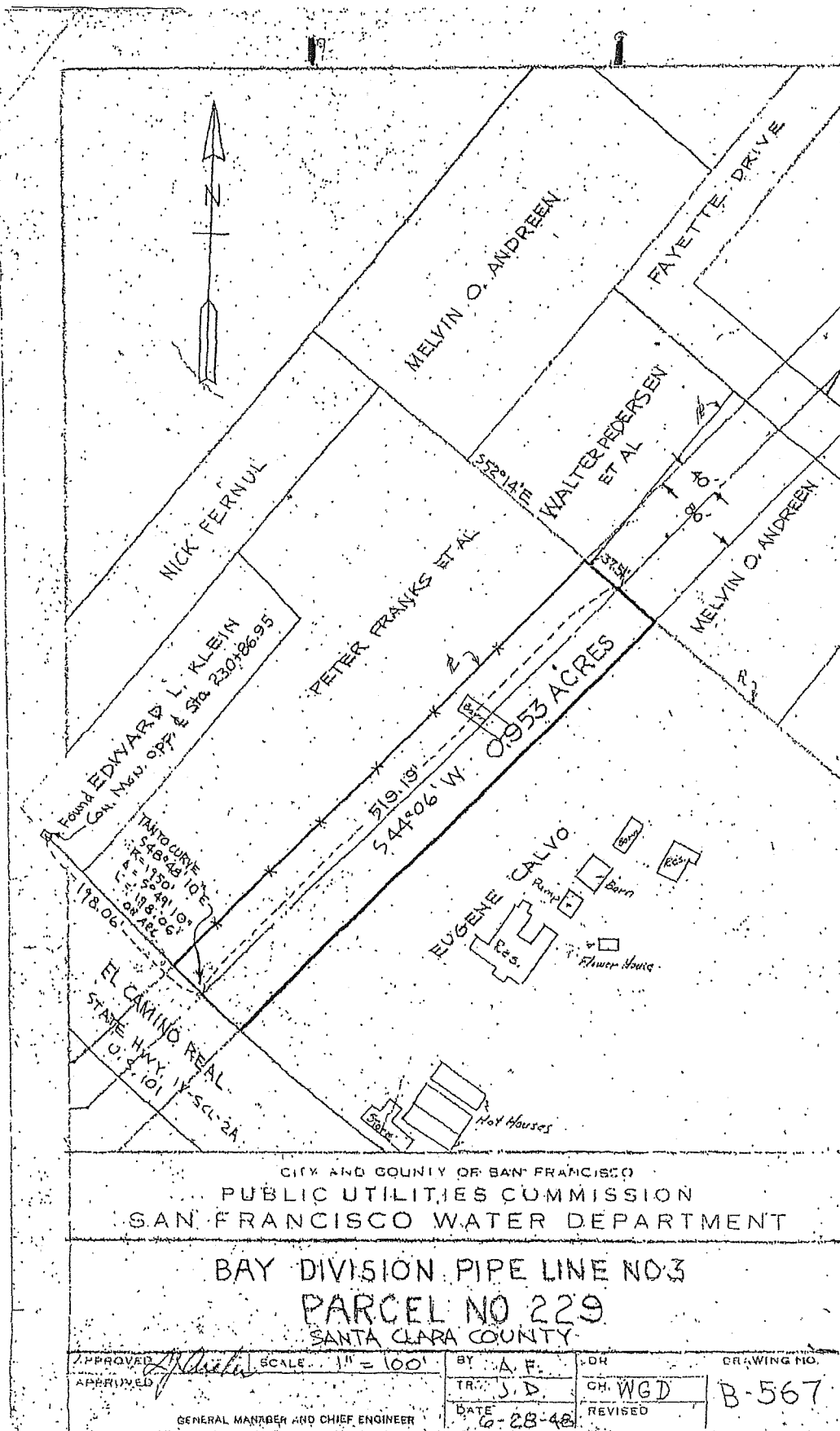
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the  
official seal of the City and County this 6th day of December, 1949.

*Robert J. Dolan*  
Acting Clerk of the Board of Supervisors, City and County of San Francisco.



2X

STATE OF CALIFORNIA County of Santa Clara ) ss:	I, ERENDA DAVIS, Recorder of the above entitled County, do hereby certify that the enclosed is a full, true and correct copy of the original.
Record in my office. WITNES my hand and Official Seal this 12th day of December 1994	Attest: Deputy



**SCHEDULE D**

**Approved Plans and Specifications**

*(See attached)*



# CONSTRUCTION NOTES.

## GENERAL

- ALL WORK TO BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS OF THE CITY OF SAN FRANCISCO, LATEST EDITION, AND ANY AMENDMENTS THEREOF. THE PROVISIONS OF THE STANDARD SPECIFICATIONS SHALL BE APPLIED TO THE STANDARD SPECIFICATIONS AND SPECIFICATIONS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY AND COUNTY OF SAN FRANCISCO, AND ANY AGENCIES THEREOF, PRIOR TO THE START OF ANY WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY AND COUNTY OF SAN FRANCISCO, AND ANY AGENCIES THEREOF, PRIOR TO THE START OF ANY WORK.
- ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY AND COUNTY OF SAN FRANCISCO, AND ANY AGENCIES THEREOF, PRIOR TO THE START OF ANY WORK.
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## NOTIFICATION

- THE CONTRACTOR SHALL NOTIFY THE PUBLIC WORKS CONSTRUCTION INSPECTOR AT LEAST TWO (2) WEEKS PRIOR TO THE START OF ANY WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY AND COUNTY OF SAN FRANCISCO, AND ANY AGENCIES THEREOF, PRIOR TO THE START OF ANY WORK.
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## HEALTH AND SAFETY

- THE CONTRACTOR SHALL COMPLY WITH THE RULES AND REGULATIONS OF THE STATE OF CALIFORNIA, AND ANY AGENCIES THEREOF, REGARDING HEALTH AND SAFETY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY AND COUNTY OF SAN FRANCISCO, AND ANY AGENCIES THEREOF, PRIOR TO THE START OF ANY WORK.
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## CONTRACTOR SHALL PROTECT AND MAINTAIN EXISTING UTILITIES

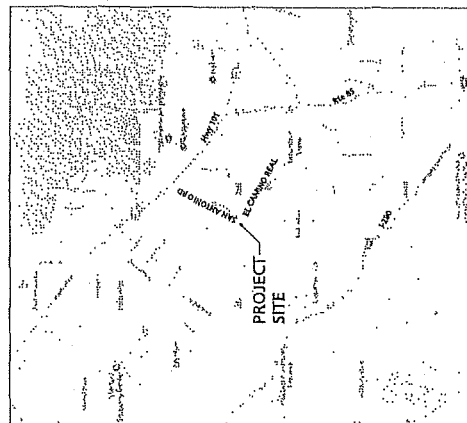
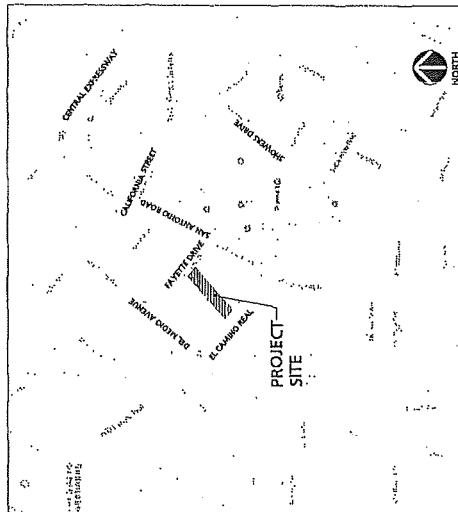
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## SAN FRANCISCO PUBLIC UTILITY COMMISSION NOTES.

- THE CITY AND COUNTY OF SAN FRANCISCO, AND ANY AGENCIES THEREOF, SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY AND COUNTY OF SAN FRANCISCO, AND ANY AGENCIES THEREOF, PRIOR TO THE START OF ANY WORK.
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# CITY OF MOUNTAIN VIEW

## FAYETTE PARK PROJECT 13-36



## SHEET INDEX

SHEET NO.	DESCRIPTION
1.	11.00 Title Sheet
2.	LANDSCAPE
3.	11.01 Planting Notes and Legends
4.	11.02 Layout Plan
5.	11.03 Planting Schedule
6.	11.04 Planting Schedule
7.	11.05 Planting Schedule
8.	11.06 Planting Schedule
9.	11.07 Planting Schedule
10.	11.08 Planting Schedule
11.	11.09 Planting Schedule
12.	11.10 Planting Schedule
13.	11.11 Planting Schedule
14.	11.12 Planting Schedule
15.	11.13 Planting Schedule
16.	11.14 Planting Schedule
17.	11.15 Planting Schedule
18.	11.16 Planting Schedule
19.	11.17 Planting Schedule
20.	11.18 Planting Schedule
21.	11.19 Planting Schedule
22.	11.20 Planting Schedule

		CITY OF MOUNTAIN VIEW PUBLIC WORKS DEPARTMENT 10000 MOUNTAIN VIEW BLVD., SUITE 100 MOUNTAIN VIEW, CA 94039	
CHECKED BY: _____ DATE: _____		APPROVED FOR CONSTRUCTION _____ DATE: _____	
THE TIZARDO PARTNERSHIP INC. Landscape Architects - Land of Flowers 181 Greenleaf Street San Francisco, CA 94111 415 433 8887		PROJECT ENGINEER _____ DATE: _____	
DESIGNED BY: _____ DRAWN BY: _____		SCALE: NOS DATE: 06/19/2019 SHEET: 1 OF 23	

## LAYOUT LEGEND

	Natural Turf		Vehicular Asphalt Paving
	Ground Cover		Pedestrian Decomposed Granite Paving
	Pedestrian Concrete Paving	S.C.D.	See Civil Engineer's Drawings
	Vehicular Concrete Paving	S.C.F.S.	See Color/Finish Schedule
	Detail Number		
	Sheet Number		
	Property Line		
	Center Line		
	Match Line		
	Align		
	Point of Curvature		
	Below grade utilities as noted, S.C.D.		
	Trash Receptacle. See Color and Finish Schedule		
	Planter Pots. See Color and Finish Schedule		
	Bench. See Color and Finish Schedule		
	Park Monument Sign		
	Park Sign on Fence		

## LAYOUT NOTES

- The Contractor shall verify all distances and dimensions in the field and bring any discrepancies to the attention of the City Construction Engineer for a decision before proceeding with the work.
- Contractor to take all necessary precautions to protect buildings and waterproof membranes from damage. Any damage caused by the Contractor or the Contractor's representatives during their activities shall be repaired at no cost to the Owner.
- All written dimensions supersede all scaled distances and dimensions. Dimensions shown are from the face of curb, edge of walk, or property line unless otherwise noted on the drawings.
- Work scoring, expansion joints and paving shall be located as indicated on the Layout Plans, Landscape Construction Details, in the Specifications, or as field adjusted under the direction of the City Construction Engineer.
- All site civil information is based on drawings prepared by:  
BKF Engineers  
150 California Street, Ste 650  
San Francisco, CA 94111  
550 482 8300  
Scott R. Schwab
- For Geotechnical information see the Soils Report prepared by:  
Rockledge Geotechnical, Inc.  
270 Grand Ave.  
Oakland, CA 94612  
510 852 3095  
Logan D. Messeras
- The Contractor is to verify location of all on-site utilities before commencing with the work. The Contractor shall be responsible for the repair of any damage to utilities caused by the activities of the Contractor or the Contractor's representatives. Any utilities shown on Landscape Drawings are for reference and coordination purposes only.
- Protect all existing construction from damage. The Contractor shall be responsible for the repair of any damage to existing construction caused by the activities of the Contractor or the Contractor's representatives.
- Expansion joints shall be located no less than 16' o.c. nor greater than 20' o.c. and/or as indicated on the Layout Plans, Landscape Construction Details, in the Specifications, or as field adjusted under the direction of the City Construction Engineer.

## FINE GRADING NOTES

- The Contractor is responsible for fine grading and positive surface drainage in all landscape areas. The Contractor shall verify all rough grades in the field and bring any discrepancies to the attention of the City Construction Engineer for a decision before proceeding with the work.
- See Civil drawings for road surface elevations, roadway sections, catch basins, and top of curb elevations. Top of curb elevations shown on Landscape drawings are for reference and coordination purposes only.
- Earth mounds are shown diagrammatically for form and location. Shaping of mounds to be reviewed and approved in the field by the City Construction Engineer.
- Contractors are to exercise extreme care in back filling and compacting any excavation or trenching in areas previously compacted for other aspects of the work.
- The Contractor shall remove from the site all debris and unsuitable material generated by the Contractor's operations.
- Catch basins, area drains, planter drains, and perforated drain lines are to be connected to the storm drain system if specified in the Civil Engineer's plans. See Civil Engineer's drawings for all connections.
- All catch basins and other drains are to be free of obstructions and maintained open and free running during and upon completion of the Contractor's work.
- All on-grade areas to receive planting are to be received by the fine grading Contractor within a time of a foot of final grade. The Contractor shall rip and compost rough graded soil to a depth of 8 inches, then fill in the soil immediately. Soil amendment shall be determined by an Agricultural Soilability Analysis conducted by a licensed laboratory upon sample(s) taken from the rough graded soil. This analysis shall be conducted and paid for by the General Contractor.
- See structural soils report for recommendations on soil type, grading procedures, soil compaction, maximum allowable slopes, flatwork base material, etc.
- Minimum paving slope to be 2% typically with a maximum cross slope of 2%. Minimum planting area slope to be 2% typically. Bring any discrepancies to the attention of the City Construction Engineer for a decision prior to fine grading.
- All slopes 2:1 and greater shall have jute mesh erosion control netting installed per manufacturer's specifications. Lap netting minimum 2'-0" and stakes.
- Grading shall be in conformance with all local codes and ordinances. Swales shall be a minimum of four (4) feet from all structures.
- Grades to be constant and uniform between spot elevations.

## COLOR AND FINISH SCHEDULE

## PEDESTRIAN AND VEHICULAR CONCRETE PAVING

- Type 1 Natural grey concrete with light broom finish. Sweep perpendicular to path of travel.
- Type 2 Integral Color to be "Base Buff"-5477. Finish to be medium sandblast finish.
- Type 3 Integral Color to be "Pebble"-641. Finish to be medium sandblast finish.

\*All colors to be Davis Colors, 800.350.4040

## VEHICULAR ASPHALT PAVING

See Civil Drawings

## TRASH RECEPTACLE

"BearSaver" - CE Series Double Trash/Recycling Enclosure - CE232-CHR. QTY: (4); Available from BearSaver, 800.851.3887, www.bearsaver.com

## PRE-CAST PLANTERS

Pre-cast planter: Tournefort Siteworks; 800.452.2282; www.tournefortsiteworks.com

"Downtown" - DS-6000; Top Width: 60", Bottom Width: 36", Height: 42", Weight: 63 lbs; Color: Apple; Finish: Standard FRP, Tier 2; Eye Hooks to be mounted on side (2) per set for Tree Guying purposes; QTY: (26)

Contractor to submit sample to City Construction Engineer for approval prior to installation.

## BENCH

"Multiplicity" - End & Center Arms; length: 95"; Surface Mounted; Wood; 1st; Finish: Anodized Aluminum; QTY: (7); Available from Landscape Forms; 800.521.2516, www.landscapeforms.com

## GRAVEL

"Desert Calc." Available from Lynsay Garden Materials. 650.364.1730 www.lynsaygarden.com

## BIKE RACK

Bike Rack "Ride"; Color: Titanium; Embed Mount. Available by Landscape Forms 800.450.6209; www.landscapeforms.com; Quantity: 6 racks/12 spaces.

## METAL FENCE WITH 12" AND 4" GATE

Echelon II, Decorative Aluminum Fence and Double Swing Gate; 4 Rail Majestic Panel w/ Rings; Color: Black; 4' Gate QTY: (2), 12' Gate QTY: (2). Total Length (fence and gates combined): 1,252 ft. IL Available from AmeristarFence; 1.888.333.3422; www.onefence.com

## PARK MONUMENT SIGN

3" Thick High Density Polyethylene Monument Sign w/ Routed Laminata Sign Color: Brown; Routed Lettering Color: White; Font: "Mans 401 BD" Poster; Recycled Plastic Lumber; Post Color: Brown; QTY: (2). Whole Kit available from "Eco Signs", Contact: "Outdoor Design Studio"; www.outdoordesignstudio.com; 800.960.1096

## PARK SIGN ON FENCE

2000 Aluminum Sign w/ Rounded Corners, 3/8" White Vinyl Border, and Brown Reflective Background Sheeting. White Vinyl lettering to be 1-1/2". QTY: (2).

## DEDICATION PLAQUE

Plaque type, size, color and lettering size per city of Mountain View. QTY: (1)



THE  
GUZZARDO  
PARTNERSHIP INC.  
Landscape Architects - Land Planners  
181 Greenwood Street  
San Francisco, CA 94111  
415 423 4072  
415 423 3003

REVISIONS			
NO.	DATE	DESCRIPTION	APPROVED
1	11/18/13	1.000 - Initial Construction Documents	
2	04/15/14	2.000 - Add Construction Documents	
3	11/25/14	3.000 - Add Construction Documents	
4	06/15/15	4.000 - Add Construction Documents	
5	06/15/15	5.000 - Add Construction Documents	
6	11/25/15	6.000 - Add Construction Documents	
DISCREPANCY WITH EXISTING			
DRAWING BY: EN			



CITY OF MOUNTAIN VIEW, CALIFORNIA PUBLIC WORKS DEPARTMENT 300 CASTLE STREET, MOUNTAIN VIEW, CA 94038			
FAYETTE PARK PROJECT 13-36 L.I.O.I. NOTES AND LEGENDS			
SCALE: NONE	DATE: 01/18/2013	PN: 1523	SHEET: 2 OF 23





**THE  
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REVISIONS			
NO	DATE	DESCRIPTION	APP'D
1	11.14.10	NEW CONSTRUCTION BUILDINGS	
2	06.05.17	NEW CONSTRUCTION BUILDINGS	
3	12.03.17	NEW CONSTRUCTION BUILDINGS NOT EXISTING IN SET	
4	06.05.18	NEW CONSTRUCTION BUILDINGS EXISTING IN SET	
5	26.04.18	REMOVE BUILDINGS NOT IN SET	
6	01.04.19	REMOVE BUILDINGS NOT IN SET	

DESIGNED BY: EN  
DRAWN BY: EN



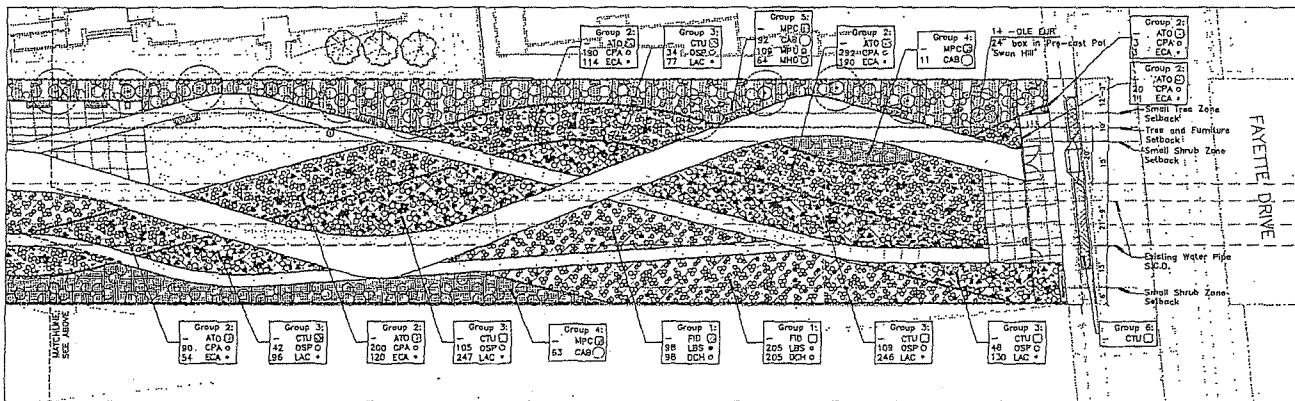
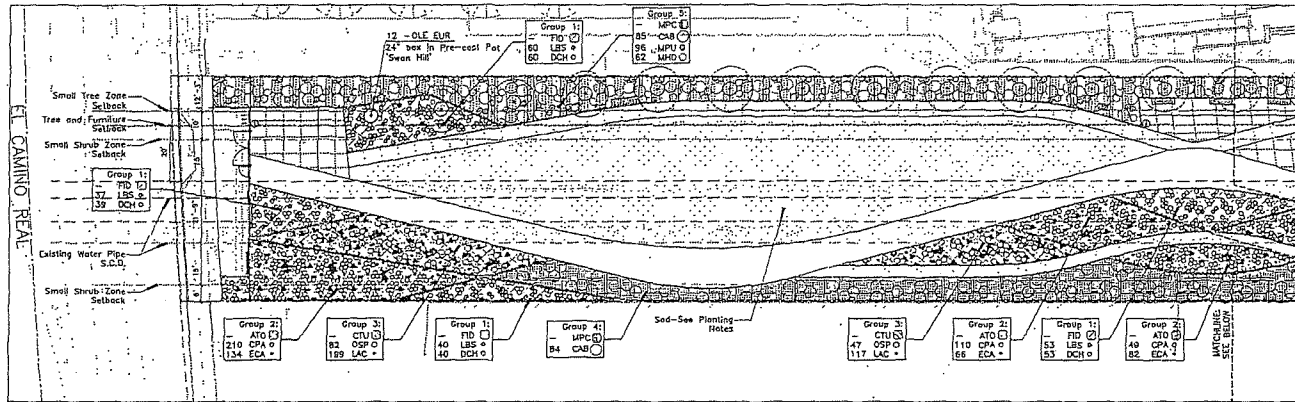
CITY OF MOUNTAIN VIEW

CITY OF MOUNTAIN VIEW, CALIFORNIA  
PUBLIC WORKS DEPARTMENT  
200 CASTRO STREET, MOUNTAIN VIEW, CALIF. 94031

FAYETTE PARK LANDSCAPE IMPROVEMENTS  
PROJECT 13-36  
12/01 LAYOUT PLAN

SCALE: 3/4"=1'-0"	DATE 01/16/2019	FIG. R523	SHEET: 4 OF 23
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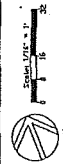
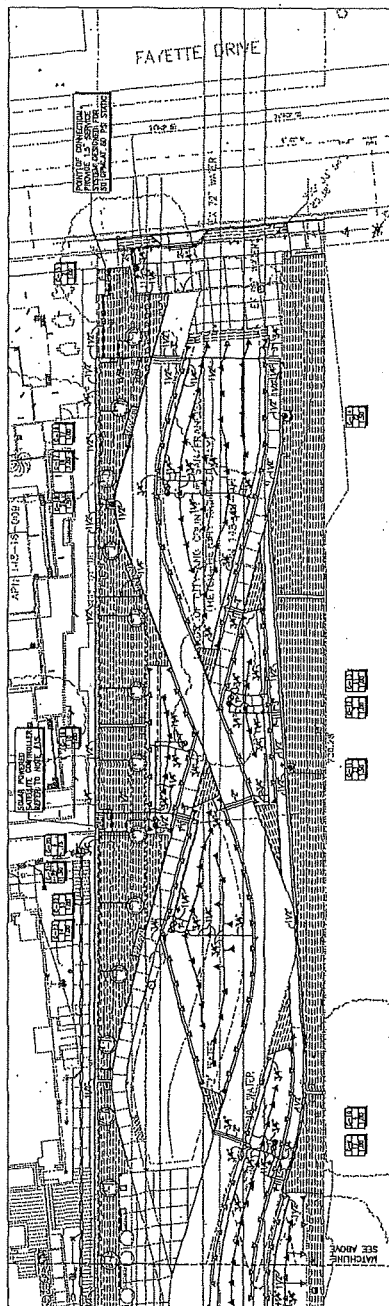
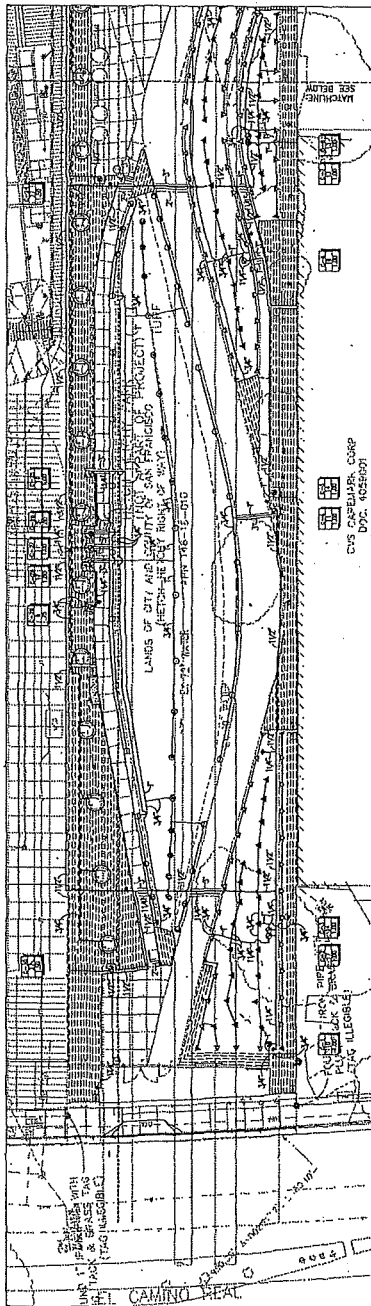


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REVISIONS			
NO.	DATE	DESCRIPTION	APPROVED
1	11/14/13	Initial Design	
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100	11/14/13	Final Design	



CITY OF MOUNTAIN VIEW, CALIFORNIA PUBLIC WORKS DEPARTMENT 300 CAMINO STREET, MOUNTAIN VIEW, CA 94031			
FAYETTE PARK LANDSCAPE IMPROVEMENTS PROJECT 13-36 LL01 PLANTING PLAN			
SCALE: 1/4" = 1'-0"	DATE: 11/13/2013	DESIGNER: BN	SHEET: 6 OF 23



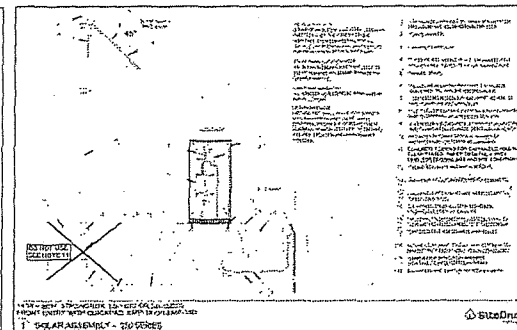
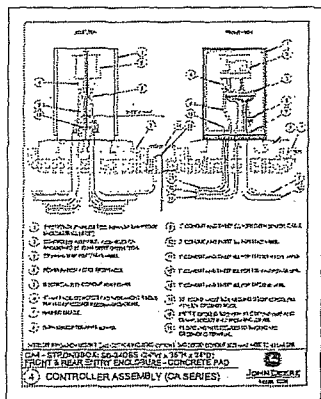
<b>THE GUZZARDO PARTNERSHIP INC.</b> Landscape Architects - Land Planners 1115 GATEWAY BLVD. SAN FRANCISCO, CA 94107 TEL: 415.774.4444 FAX: 415.774.4445		<b>AERIAL LANDSCAPE DESIGN CONSULTING</b> Aerial Landscape Design Consulting 1115 GATEWAY BLVD. SAN FRANCISCO, CA 94107 TEL: 415.774.4444 FAX: 415.774.4445		<b>CITY OF MOUNTAIN VIEW</b>		CITY OF MOUNTAIN VIEW, CALIFORNIA PUBLIC WORKS DEPARTMENT 1115 GATEWAY BLVD., SAN FRANCISCO, CA 94107	
<b>PROJECT 1336</b> 13.01 IRRIGATION PLAN		SCALE: 1/2" = 1'-0" DATE: 01/15/1999 BY: ERS SHEET: 7 OF 10		CITY OF MOUNTAIN VIEW, CALIFORNIA PUBLIC WORKS DEPARTMENT 1115 GATEWAY BLVD., SAN FRANCISCO, CA 94107		CITY OF MOUNTAIN VIEW, CALIFORNIA PUBLIC WORKS DEPARTMENT 1115 GATEWAY BLVD., SAN FRANCISCO, CA 94107	

# IRRIGATION SYSTEM NOTES

1. THE CONTRACTOR SHALL REVIEW RELATED DRAWINGS AND SHALL ENSURE COORDINATION WITH APPLICABLE TRAILS FROM TO SUBMITTING BLD.
2. THE IRRIGATION SYSTEM SHALL BE INSTALLED IN CONFORMANCE WITH APPLICABLE STATE AND LOCAL CODES AND ORDINANCES BY LICENSED CONTRACTORS AND EXPERIENCED WORKMEN. CONTRACTOR SHALL OBTAIN AND PAY FOR REQUIRED PERMITS AND FEES RELATING TO HIS WORK.
3. DRAWINGS ARE GENERALLY DIAGRAMMATIC AND INDICATIVE OF THE WORK TO BE INSTALLED. PIPING, VALVES, ETC. SHOWN WITHIN PAVED AREAS IS FOR DESIGN CLARIFICATION ONLY AND SHALL BE INSTALLED IN PLANTING AREAS WHERE POSSIBLE. AVOID ANY CONFLICTS BETWEEN THE SPRINKLER SYSTEM, PLANTING AND ARCHITECTURAL FEATURES. PARALLEL PIPES MAY BE INSTALLED IN COMMON TRENCH. PIPES ARE NOT TO BE INSTALLED DIRECTLY ABOVE ONE ANOTHER.
4. NOTIFY CITY REPRESENTATIVE SIX (6) DAYS PRIOR TO INSTALLATION FOR A PRE-INSTALLATION CONFERENCE AND FIELD REVIEW COORDINATION FOR TRENCH DEPTHS, ASSEMBLY REVIEW, PRESSURE TESTS, COVERAGE TESTS, PRE-WINTERIZATION AND FINAL REVISIONS. NO SUBSTITUTIONS WILL BE ALLOWED WITHOUT PRIOR WRITTEN APPROVAL FROM THE OWNERS REPRESENTATIVE.
5. DO NOT WILLFULLY INSTALL THE IRRIGATION SYSTEM AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT OBSTRUCTIONS, GRADE DIFFERENCES OR DIFFERENCES IN THE AREA DIMENSIONS EXIST THAT MIGHT NOT HAVE BEEN CONSIDERED IN THE ENGINEERING. SUCH OBSTRUCTIONS OR DIFFERENCES SHOULD BE BROUGHT TO THE ATTENTION OF THE CITY REPRESENTATIVE. IN THE EVENT THAT THIS NOTIFICATION IS NOT PERFORMED, THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY NECESSARY REVISIONS.
6. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY RELEVANT SITE CONDITIONS, INCLUDING THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES PRIOR TO THE EXCAVATION OF TRENCHES. CONTRACTOR IS TO REPAIR ANY DAMAGE CAUSED BY THE WORK AT NO ADDITIONAL COST TO THE OWNER.
7. DUE TO THE SCALE OF THE DRAWINGS, IT IS NOT POSSIBLE TO INDICATE OFFSETS, FITTINGS, SLEEVES, ETC. WHICH MAY BE REQUIRED. THE CONTRACTOR SHALL CAREFULLY INVESTIGATE THE STRUCTURAL AND FINISH CONDITIONS AFFECTING THE WORK AND PLAN THE WORK ACCORDINGLY, FURNISHING SUCH FITTINGS, ETC., AS MAY BE REQUIRED TO MEET SUCH CONDITIONS.
8. NOTIFY CITY REPRESENTATIVE OF ANY ASPECTS OF LAYOUT THAT WILL PROVIDE INCOMPLETE OR INSUFFICIENT WATER COVERAGE OF PLANT MATERIAL, AND DO NOT PROCEED UNTIL INSTRUCTIONS ARE OBTAINED.
9. EXCAVATIONS ARE TO BE FILLED WITH COMPACTED BACKFILL. CONTRACTOR TO REPAIR SETTLED TRENCHES PROMPTLY, FOR A PERIOD OF 1 YEAR AFTER COMPLETION OF WORK. ADDITIONALLY, CONTRACTOR SHALL WARRANT THAT THE IRRIGATION SYSTEM WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF 1 YEAR AFTER FINAL ACCEPTANCE OF WORK.
10. WHERE IT IS NECESSARY TO EXCAVATE ADJACENT TO EXISTING TREES, THE CONTRACTOR SHALL USE ALL POSSIBLE CARE TO AVOID HARM TO TREES AND TREE ROOTS. EXCAVATION IN AREAS WHERE 2 INCHES AND LARGER ROOTS OCCUR SHALL BE DONE BY HAND. ROOTS 2 INCHES AND LARGER IN DIAMETER SHALL BE WRAPPED IN A PLASTIC BAG AND SECURED WITH A RUBBER BAND. TRENCHES ADJACENT TO TREES SHOULD BE CLOSED WITHIN 24 HOURS. WHERE THIS IS NOT POSSIBLE, THE SIDE OF THE TRENCH ADJACENT TO THE TREE SHALL BE KEPT SHADED WITH BURLAP OR CANVAS.
11. IRRIGATION CONTRACTOR NOTIFY ALL LOCAL JURISDICTIONS FOR INSPECTION AND TESTING OF INSTALLED BACKFLOW PREVENTION DEVICE.
12. PRIOR TO TRENCHING, CALL UNDERGROUND SERVICE ALERT, (800) 227-2800 FOR NORTHERN CALIFORNIA FOR ALL AREAS WITHIN THE PUBLIC RIGHT-OF-WAY.
13. IRRIGATION SYSTEM IS DESIGNED FOR A MAXIMUM OF 50 G.P.M. AT 60 P.S.I. STATIC PRESSURE. THE IRRIGATION CONTRACTOR SHALL VERIFY WATER PRESSURE PRIOR TO CONSTRUCTION. REPORT ANY DIFFERENCE BETWEEN THE WATER PRESSURE INDICATED ON THE DRAWINGS AND THE ACTUAL PRESSURE READINGS AT THE IRRIGATION POINT OF CONNECTION TO THE OWNER'S AUTHORIZED REPRESENTATIVE.
14. CONNECT TO DISCHARGE SIDE OF IRRIGATION BACKFLOW PREVENTION DEVICE PROVIDED BY CIVIL SECTION OF CONTRACT.
15. INSTALL SATELLITE ASSEMBLY AND SOLAR PANEL, WHERE INDICATED. EXACT LOCATION TO BE DETERMINED AT JOBSITE BY CITY REPRESENTATIVE AND MANUFACTURERS REPRESENTATIVE. PROGRAM CONTROLLER TO NOT EXCEED MAXIMUM FLOW RATE STATED IN NOTE NO. 12. INSTALL PER MANUFACTURERS SPECIFICATIONS. CONTROLLER SHALL BE PROPERLY GROUNDING PER ARTICLE 250 OF THE NATIONAL ELECTRIC CODE AND CONFORM TO LOCAL REGULATIONS AND MANUFACTURERS WRITTEN SPECIFICATIONS. INSTALL AS DETAIL. SEAL ALL CONDUIT HOLES WITH GULON OR EQUAL. PROGRAM CONTROLLER TO IRRIGATE USING MULTIPLE REPEAT CYCLES OF SHORT DURATIONS. CARE SHALL BE TAKEN TO PREVENT RUNOFF OF WATER AND SLOPE/EROSION DUE TO PROLONGED APPLICATIONS OF WATER. GROUNDING AND INSTALLATION SHALL BE IN ACCORDANCE WITH MANUFACTURERS WRITTEN SPECIFICATIONS. PROGRAM CONTROLLER PER MANUFACTURERS WRITTEN SPECIFICATIONS. PRIOR TO RECEIVING MANUFACTURERS QUOTATION FOR SOLAR POWERED SATELLITE ASSEMBLY, A SITE SURVEY SHALL BE PERFORMED BY MANUFACTURERS REPRESENTATIVE. CONTACT HANSEN SELLER WITH SITEKIT AT 925-451-1110.

16. INSTALL TWO (2) SPARE CONTROL WIRES ALONG THE ENTIRE MAIN LINE. SPARE WIRES SHALL BE THE SAME COLOR (ONE WITH A WHITE STRIPE) AND OF A DIFFERENT COLOR THAN OTHER CONTROL WIRES. LOOP 35" EXCESS WIRE INTO EACH SINGLE VALVE BOX AND INTO ONE VALVE BOX IN EACH GROUP OF VALVES.
17. INSTALL EQUIPMENT AS DETAILED. INSTALL R.C.V. TO TAPS MANUFACTURED BY T. CHRISTY CO. STANDARD SIZE 1 1/2" HOT STAMPED BLACK LETTERS ON YELLOW BACKGROUND ON SOLIDHOSE WIRES FOR EACH REMOTE CONTROL VALVE. LETTERS TO CONFORM TO STATION NUMBER. CONNECT FLOW SENSOR TO CONTROLLER PER MANUFACTURERS SPECIFICATIONS. REMOTE CONTROL VALVES SHALL BE WIRE TO CONTROLLER IN SEQUENCE AS SHOWN ON PLANS. RUN WIRE FROM EACH ROW TO THE CONTROLLER. SPLICING WIRES TOGETHER OUTSIDE OF VALVE BOXES WILL NOT BE PERMITTED. VALVE LOCATIONS SHOWN ARE DIAGRAMMATIC. INSTALL IN GROUND COVER/SHRUB AREAS.
18. INSTALL VALVE BOXES MINIMUM 12" FROM AND PERPENDICULAR TO WALKWAY, CURB, HEADERS OR OTHER LANDSCAPE FEATURE. AT MULTIPLE VALVE BOX GROUPS, EACH BOX SHALL BE AT AN EQUAL DISTANCE FROM THE WALKWAY, CURB, HEADERS, ETC. AND EACH BOX SHALL BE MINIMUM 12" APART. SHORT SIDE OF VALVE BOXES SHALL BE PARALLEL TO WALKWAY, CURB, HEADERS, ETC. LOCATE QUICK COUPLING VALVE 12" FROM LANDSCAPE AREA.
19. HEADS SHALL HAVE RISER ASSEMBLIES AS DETAILED. INSTALL CHECK VALVES AS SHOWN ON BUBBLER RISER ASSEMBLY DETAIL WHERE LOW HEAD DRAINAGE OCCURS. NOTE ESPECIALLY TO AVOID DRAINAGE AT SIDEWALKS AND OTHER POINTS WHERE PUDDING WILL CAUSE DAMAGE OR HAZARD. LOCATE BUBBLERS ON UPPIER SIDE OF TREES.
20. LINES SHALL BE FLUSHED PRIOR TO THE INSTALLATION OF IRRIGATION. AT 30 DAYS AFTER INSTALLATION EACH SYSTEM SHALL BE FLUSHED TO ELIMINATE CLUE AND DIRT PARTICLES FROM THE LINES.
21. ALL PIPE AND WIRING UNDER PAVEMENT SHALL BE INSTALLED IN SLEEVING AND ELECTRICAL CONDUIT. SLEEVING AND ELECTRICAL CONDUIT SHALL EXTEND SIX INCHES (6") BEYOND EDGE OF PAVING. IN ADDITION TO THE SLEEVES AND CONDUITS SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF SLEEVES AND CONDUITS OF SUFFICIENT SIZE UNDER AGRICULTURAL CANALS.
22. VALVE CONTROL WIRE SHALL BE MINIMUM NO. 14 AND COPPER UL APPROVED FOR DIRECT BURIAL IN GROUND. COMMON GROUND WIRE SHALL BE NO. 12 AWG UL APPROVED AND SHALL BE WHITE IN COLOR. WIRING TO INDIVIDUAL REMOTE CONTROL VALVES SHALL BE COLOR OTHER THAN WHITE. SPLICING OF 24-VOLT WIRES WILL NOT BE PERMITTED EXCEPT IN VALVE BOXES. LEAVE A 36" COIL OF EXCESS WIRE AT EACH SPRINKLE AND 100 FEET ON CENTER ALONG WIRE RUN. 100C WIRE IN BUNDLES 10 FEET ON CENTER. NO TAPPING PERMITTED INSIDE SLEEVES.
23. REFER TO SPECIFICATIONS FOR FURTHER INFORMATION REGARDING THIS PROJECT.

NOTE: ONE SIDE OF DOUBLE SIDED ENCLOSURE IS TO HOUSE SOLAR POWER EQUIPMENT, OPPOSITE SIDE TO HOUSE CONTROLLER EQUIPMENT.



## IRRIGATION SYSTEM LEGEND

1	IRRIGATION WATER METER - 2"	-BY CIVIL SECTION OF CONTRACT
2	IRRIGATION BACKFLOW PREVENTION DEVICE	-BY CIVIL SECTION OF CONTRACT
3	SOLAR POWERED SATELLITE CONTROLLER	-SITE ONE-SM-24-240-35/SOLAR-500/210/PWR-CAC/RSE/TSFY-150P-200 -RAINMASTER EAGLE 1-CENTRAL 3E STATION IN FRONT/BACK ENTRY STRONG BOX S.S. ENCLOSURE 2 ADDITIONAL YEARS OF REMOTE SERVICE RAINMASTER REMOTE RECEIVER (PWR-240) RAIN SENSOR (ENCLOSURE MOUNT) 1.5" PLASTIC FLOW SENSOR 2" SUPERIOR W/O MASTER VALVE SOLAR POWER OPTION
4	SOLAR PANEL	-INCLUDED IN SATELLITE ASSEMBLY
5	MASTER CONTROL VALVE	-INCLUDED IN SATELLITE ASSEMBLY
6	FLOW SENSOR	-INCLUDED IN SATELLITE ASSEMBLY
7	REMOTE CONTROL VALVE	-GRISWOLD-DWS SERIES
8	QUICK COUPLING VALVE	-RAINBIRD-448C
9	BALL VALVE	-NIBCO-T-58056-R-85-LL
10	DRIP CONTROL ZONE KIT	-HUNTER-ICZ-101-40 /ICZ-151-40 (FOR ZONES OVER 20 GPM)
11	DRIP FLUSH VALVE	-SEE DETAIL
12	6" POP-UP ROTATING HEAD	-HUNTER-PROS-06-CV-FRS40-MP3000-F.H.T.Q
13	6" POP-UP ROTATING HEAD	-HUNTER-PROS-06-CV-FRS40-MP2000-F.H.T.Q
14	6" POP-UP ROTATING HEAD	-HUNTER-PROS-06-CV-FRS40-MP1000-F.H.T.Q
15	6" POP-UP ROTATING HEAD	-HUNTER-PROS-06-CV-FRS40-MP800-F.H.T.Q
16	12" POP-UP ROTATING HEAD	-HUNTER-PROS-12-CV-FRS40-MP1800-F.H.T.Q
17	12" POP-UP ROTATING HEAD	-HUNTER-PROS-12-CV-FRS40-MP800-F.H.T.Q
18	TREE BUBBLER	-HUNTER-RZWS-18-25
19	IRRIGATION SUPPLYLINE	-1120/SCHEDULE 40 PVC PIPE
20	IRRIGATION LATERAL LINE	-1120/GLASS 200 PVC PIPE
21	SUBSURFACE DRIP LINE	-SUBIRMA-10W-6-12
22	SLEEVING	-1120/SCHEDULE 40 PVC PIPE
23	ELECTRICAL CONDUIT	-1120/SCHEDULE 40 PVC ELECTRICAL CONDUIT
24	CONTROLLER STATION NUMBER	
25	GALLONS PER MINUTE THROUGH VALVE	
26	CONTROL VALVE SIZE	

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415 422 1007



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San Francisco, CA 94111  
415 422 1007

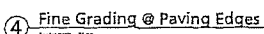
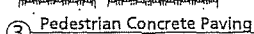
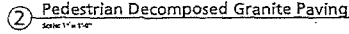
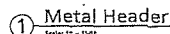
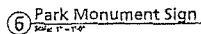
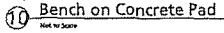
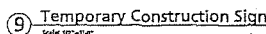
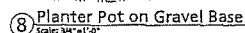
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30	01/14/2014	30. IRRIGATION SYSTEM DESIGN	



CITY OF MOUNTAIN VIEW, CALIFORNIA PUBLIC WORKS DEPARTMENT 880 GASTRO STREET, MOUNTAIN VIEW, CA 94031	PAYETTE PARK LANDSCAPE IMPROVEMENTS PROJECT 13-36 L5.02 IRRIGATION NOTES & LEGEND
SCALE: NO SCALE	DATE: 01/14/2014
FIG: 8333	SHEET: 8 OF 23

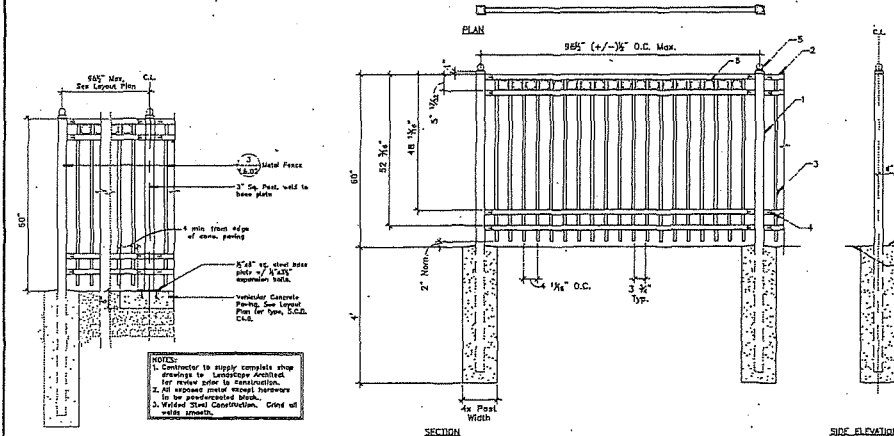






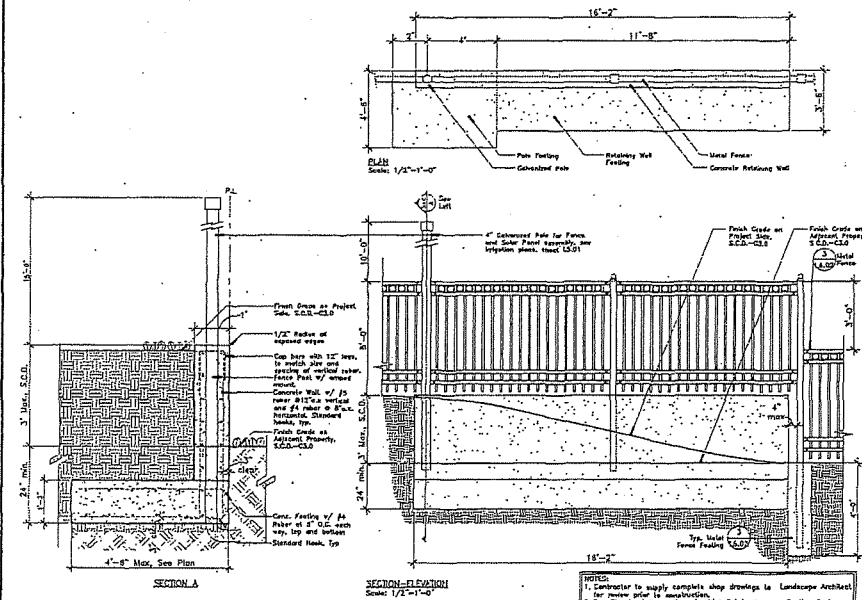
CITY OF MOUNTAIN VIEW

CITY OF MOUNTAIN VIEW, CALIFORNIA PUBLIC WORKS DEPARTMENT 200 CASTRO STREET, MOUNTAIN VIEW, CA 92654			
FAYETTE PARK LANDSCAPE IMPROVEMENTS PROJECT 13-36 L6.01 CONSTRUCTION DETAILS			
SCALE: AS SHOWN	DATE: 01/31/2019	FIG: A523	SHEET: 10 OF 21



5 Surface Mount Fence Post  
Scale 3/4" = 1'-0"

3 Ornamental Metal Fence  
Scale 3/4" = 1'-0"

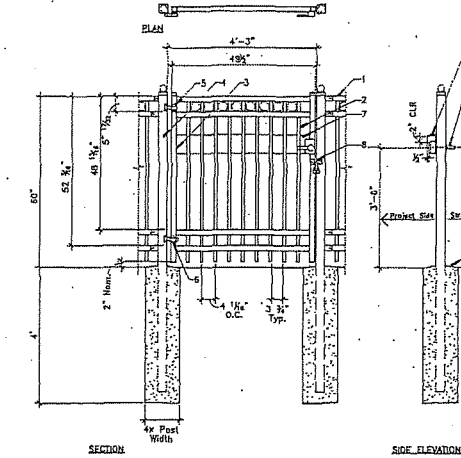


4 Retaining Wall w/ Ornamental Metal Fence  
Scale 3/4" = 1'-0"

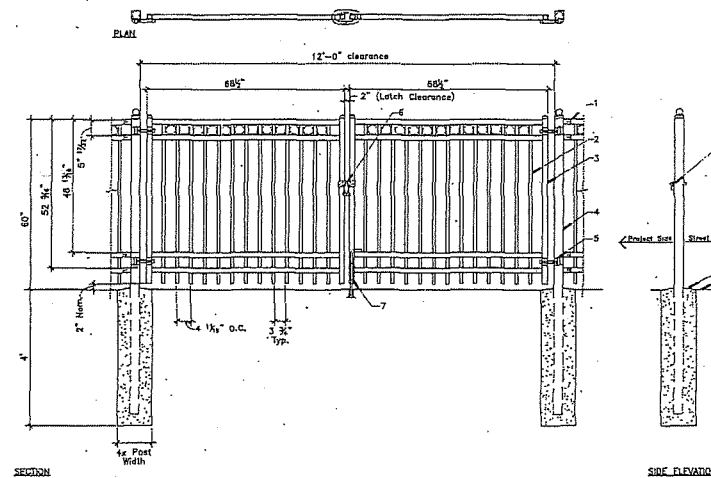
DESCRIPTION		
1	3" Sq. Post	
2	1 3/4" FORERUNNER Rail	
3	1" Sq. x .125 Picket	
4	BK3015 Bracket	
5	AK516 Ball Cap	
6	Rings	

**NOTES:**  
1. Contractor to supply complete shop drawings to Landscape Architect for review prior to construction.  
2. All exposed metal except hardware to be powdercoated black.  
3. Fasteners are not to be installed on footprints of SPJUC Aqueducts.  
4. Detail per Architect's Notes, modified as needed. See Color and Finish Schedule.

SIDE ELEVATION



1 Ornamental Single Metal Gate  
Scale 3/4" = 1'-0"



2 12' Ornamental Double Metal Gate  
Scale 3/4" = 1'-0"

DESCRIPTION		
1	1 3/4" FORERUNNER Rail	
2	1" Sq. x .125 Picket	
3	2" x .250 Gate End	
4	3" Sq. Post	
5	RF 1085 ReadyFit Hinge	
6	RF 1085S ReadyFit Closer	
7	Panic Bar Assembly Beyond	
8	Hasp, Gate Lock & Padlocks	

**NOTES:**  
1. Contractor to supply complete shop drawings to Landscape Architect for review prior to construction.  
2. All exposed metal except hardware to be powdercoated black.  
3. Fasteners are not to be installed on footprints of SPJUC Aqueducts.  
4. Detail per Architect's Notes, modified as needed. See Color and Finish Schedule.

DESCRIPTION		
1	1 3/4" FORERUNNER Rail	
2	1" Sq. x .125 Picket	
3	2" x .250 Gate End	
4	3" Sq. Post	
5	NH1180 Gate Hinge	
6	Hasp, Gate Lock & Padlocks	
7	Gate Bolt	

**NOTES:**  
1. Contractor to supply complete shop drawings to Landscape Architect for review prior to construction.  
2. All exposed metal except hardware to be powdercoated black.  
3. Fasteners are not to be installed on footprints of SPJUC Aqueducts.  
4. Detail per Architect's Notes, modified as needed. See Color and Finish Schedule.

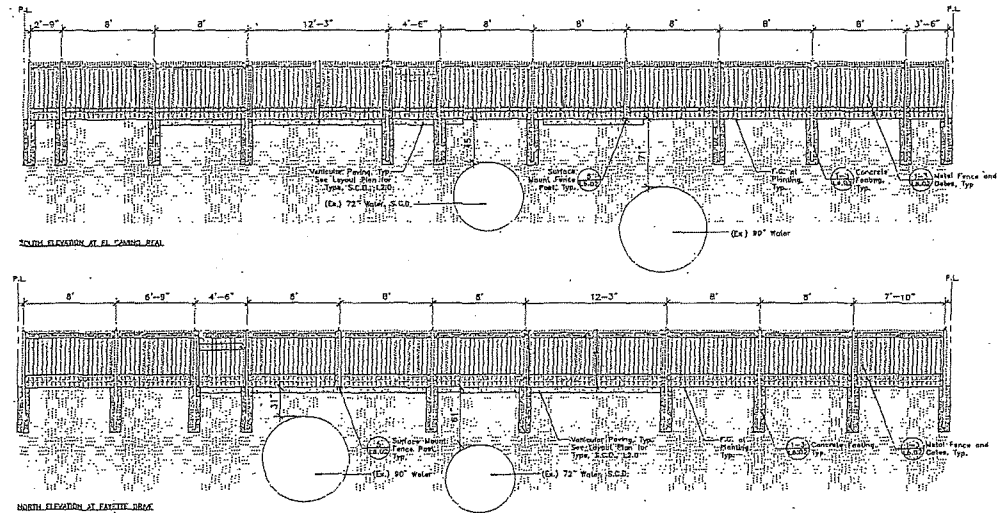
**CHAIN AND PAD LOCKS**  
N.T.S.



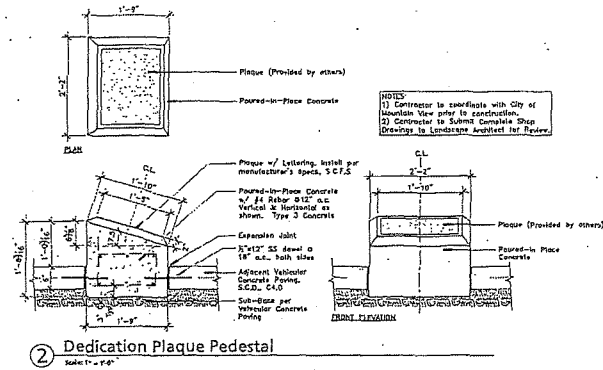
**THE GUZZARDO PARTNERSHIP INC.**  
Landscape Architects • Land Planners  
181 Greenwood Street  
San Francisco, CA 94111  
T 415 433 4672  
F 415 433 4903



CITY OF MOUNTAIN VIEW, CALIFORNIA  
PUBLIC WORKS DEPARTMENT  
300 CASTRO STREET, MOUNTAIN VIEW, CA 94031  
**FAYETTE PARK LANDSCAPE IMPROVEMENTS**  
PROJECT 13-36  
L&O2 CONSTRUCTION DETAILS  
SCALE: AS SHOWN DATE: 01/18/2019 PLOT: 653 SHEET: 11 OF 23



① Metal Fence over Ex. Water Pipes  
Scale 1/8"=1'-0"



② Dedication Plaque Pedestal  
Scale 1"=1'-0"



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REVISIONS		
NO.	DATE	DESCRIPTION
1	10/10/10	Initial design
2	10/10/10	Revised design
3	10/10/10	Final design
4	10/10/10	Construction details
5	10/10/10	Final construction details
6	10/10/10	Final construction details
7	10/10/10	Final construction details
8	10/10/10	Final construction details
9	10/10/10	Final construction details
10	10/10/10	Final construction details



CITY OF MOUNTAIN VIEW, CALIFORNIA PUBLIC WORKS DEPARTMENT 350 CANTON STREET, MOUNTAIN VIEW, CA 94031			
FAYETTE PARK LANDSCAPE IMPROVEMENTS PROJECT 13-35 L&B CONSTRUCTION DETAILS			
SCALE AS SHOWN	DATE 01/18/2019	PIN 8523	SHEET 13 OF 23

[illegible]

## NOTES

TOPOGRAPHIC AND SOUNDINGS SURVEY PREPARED BY BMT  
ENGINEERS DATED AUGUST 28, 2010, BY DATA TRACER, INC.  
BASED SUPPLEMENTED BY FIELD SURVEY METHODS AS WELL AS  
AERIAL BASED TOPOGRAPHIC MAP BY AGRO-GEODESIC  
CORPORATION BASED ON 2010 PHOTOGRAPHY.

## BENCHMARK

CITY OF MOUNTAIN VIEW EDITION MAP, NO. 24-11. BRIDGE LOCATED IN TOP OF CURVE, AT CENTER OF CURVE OF SOUTHEAST CORNER OF CALIFORNIA STREET AND SAN ANTONIO ROAD. ELEVATION - 1848 FEET (1999 ADJUSTMENT) BASED ON THE 1996 AUSTRALIAN VERTICAL DATUM OF 1988 (DAVD88).

## BASIS OF BEARINGS

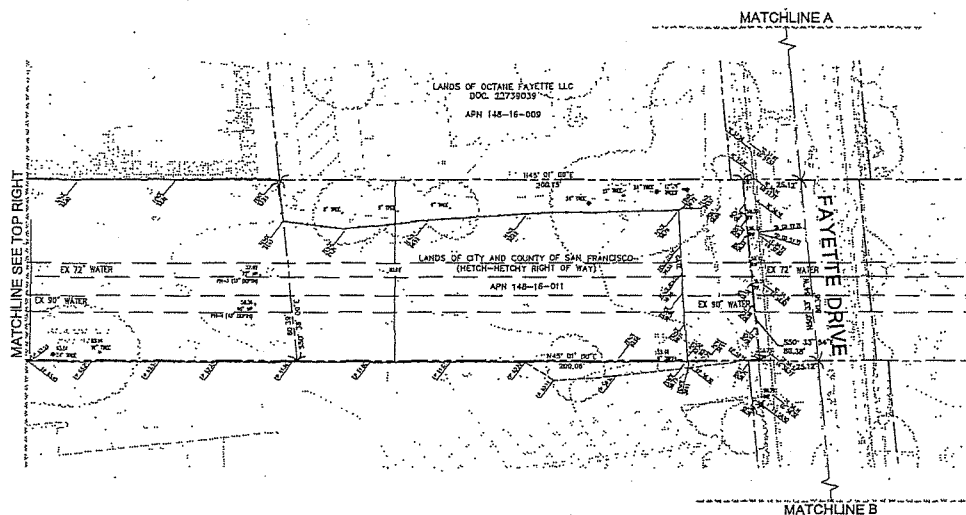
THE BEARING NORTH 1/4 OF THE MONUMENT LINE OF SAN ANTONIO ROAD, BETWEEN FOUND MONUMENTS, WAS TAKEN AS THE BASIS OF BEARINGS FOR THIS SURVEY.



GRAPHIC SCALE



[ IN FEET ]  
1 inch = 20 ft.

[illegible]

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Tel: 408.467.9100 Fax: 408.467.9199

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PARTNERSHIP INC.**  
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181 Greenwich Street  
San Francisco, CA 94111  
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REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	01.01.14	13A CONSTRUCTION DOCUMENTS	
2	06.06.17	13A CONSTRUCTION DOCUMENTS	
3	12.22.17	13A CONSTRUCTION DOCUMENTS RECALCULATED, SET	
4	03.21.18	13A CONSTRUCTION DOCUMENTS RECALCULATED, SET	
5	06.29.18	13A CONSTRUCTION DOCUMENTS RECALCULATED, SET	
6	01.10.19	13A CONSTRUCTION DOCUMENTS RECALCULATED, SET	

DESIGNED BY: ML  
DRAWN BY: ML



CITY OF MOUNTAIN VIEW

CITY OF MOUNTAIN VIEW, CALIFORNIA  
PUBLIC WORKS DEPARTMENT  
• 300 CASTRO STREET, MOUNTAIN VIEW, CA 90011

## C1.0 EXISTING CONDITIONS

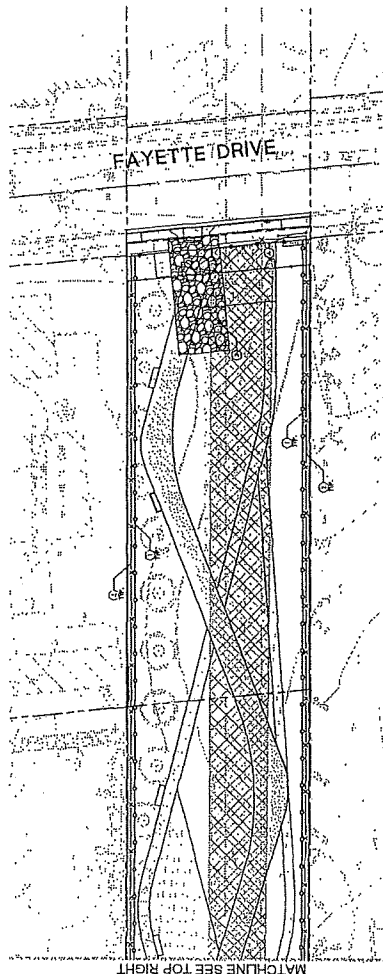
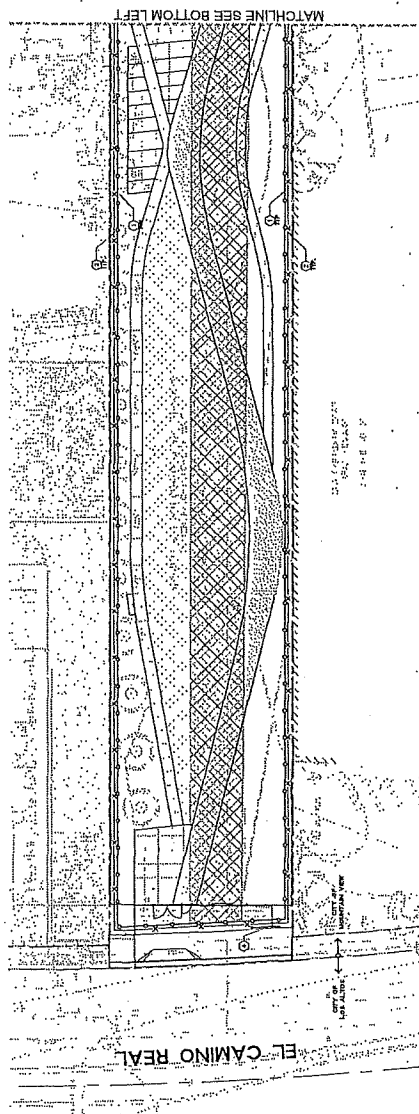
SCALE: 1" = 20'	DATE: 01/18/2019	FIN: 8523	SHEET: 13 OF 23
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**KEY NOTES**

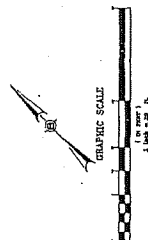
- ① NEW PIER WALL PER DETAIL 1, SHEET C3.1
- ② DIMENSIONS OF CONSTRUCTION TONGUE
- ③ SHEET PILING CONNECTION SHALL BE INSTALLED WITH PERMANENT TONGUE
- ④ STABILIZED CONSTRUCTION DYNAMIC/STIFF PER DETAIL 1, SHEET C3.1
- ⑤ TEMPORARY CONSTRUCTION SOIL TO 15 PLANS DETAIL 8, SHEET U4.01

**LEGEND**

	CONCRETE ON EXISTING CONCRETE
	STANDARD CONSTRUCTION
	NO STONE OR STANDARD STONE

EROSION CONTROL NOTES:

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REVISIONS			APPROVAL
NO	DATE	DESCRIPTION	
1	08/18/13	ASA COMPLETION INCOMPLET	
2	08/18/13	SPX COMPLETION INCOMPLET	
3	12/22/13	SPX COMPLETION INCOMPLET	
4	02/19/14	SPX COMPLETION INCOMPLET	
5	08/13/14	SPX COMPLETION INCOMPLET	
6	08/13/14	SPX COMPLETION INCOMPLET	

DESIGNED BY: ML  
DRAWN BY:

**THE GUZZARDO PARTNERSHIP INC.**  
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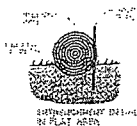
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**YEARS**  
**ENGINEERS • SURVEYORS • PLANNERS**  
7330 N First Street, Suite 600, San Jose, CA 95112  
Tel: 408.467.2100 Fax: 408.467.2189



CITY OF MOUNTAIN VIEW

CITY OF MOUNTAIN VIEW, CALIFORNIA 300 GATEBERRY STREET, MOUNTAIN VIEW, CA 94031	C5.0 EROSION CONTROL PLAN		DATE		11/11/2010	PIN: 5572	SHEET	17 OF 20
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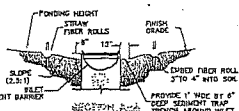
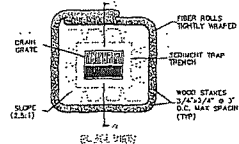
PIN: 8523-17



## NOTES:

1. USE RED & GRAY, INC. GEOMATICS STRAW WATTLE FIBER ROLL (COMES IN 3' X 25' ROLLS) OR APPROVED EQUIVALENT.
2. FIBER ROLL INSTALLATION REQUIRES THE PLACEMENT AND SECURE STAKING OF THE FIBER ROLL IN A TRENCH 3" - 5" DEEP, DIG ON CONTOUR.
3. RUNOFF MUST NOT BE ALLOWED TO RUN UNDER OR AROUND FIBER ROLL. THE TOP OF THE STRUCTURE (POUNDING HEIGHT) MUST BE WELL BELOW THE GROUND ELEVATION DOWNSLOPE TO PREVENT RUNOFF FROM BY-PASSING THE INLET.
4. EXCAVATION OF A BASIN ADJACENT TO THE DROP INLET OR A TEMPORARY DUNE ON THE DOWNSLOPE OF THE STRUCTURE MAY BE NECESSARY. IN PAVED AREAS, USE SAND BAGS TO SECURE FIBER ROLLS IN PLACE OF WOOD STAKES.

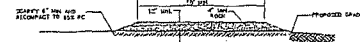
1 FIBER ROLL  
SCALE: NTS



## NOTE:

1. PLACE FIBER ROLLS AROUND THE INLET CONSISTENT WITH BASIN SEDIMENT BARRIERS DETAIL ON THE SHEET. FIBER ROLLS ARE TUBES MADE FROM STRAW BUNDLED WITH PLASTIC NETTING. THEY ARE APPROXIMATELY 8' DIAMETER AND 20-30 FEET LONG.

2 INLET PROTECTION  
SCALE: NTS



## NOTES:

1. THE STABILIZED CONSTRUCTION ENTRANCE/EXIT SHALL BE DESIGNED AND MAINTAINED IN ACCORDANCE WITH THE CITY OF MOUNTAIN VIEW, CALIFORNIA, PUBLIC WORKS DEPARTMENT, 800 CANTER STREET, MOUNTAIN VIEW, CA 94040.
2. THE STABILIZED CONSTRUCTION ENTRANCE/EXIT SHALL BE MAINTAINED IN A CONDITION THAT THE FIBER ROLL IS NOT DAMAGED BY EXCESSIVE WEIGHTS OR EXCESSIVE TRAFFIC. THE FIBER ROLL SHALL BE REPLACED OR REPAIRED AS NECESSARY.
3. THE STABILIZED CONSTRUCTION ENTRANCE/EXIT SHALL BE MAINTAINED IN A CONDITION THAT THE FIBER ROLL IS NOT DAMAGED BY EXCESSIVE WEIGHTS OR EXCESSIVE TRAFFIC. THE FIBER ROLL SHALL BE REPLACED OR REPAIRED AS NECESSARY.
4. THE STABILIZED CONSTRUCTION ENTRANCE/EXIT SHALL BE MAINTAINED IN A CONDITION THAT THE FIBER ROLL IS NOT DAMAGED BY EXCESSIVE WEIGHTS OR EXCESSIVE TRAFFIC. THE FIBER ROLL SHALL BE REPLACED OR REPAIRED AS NECESSARY.
5. THE STABILIZED CONSTRUCTION ENTRANCE/EXIT SHALL BE MAINTAINED IN A CONDITION THAT THE FIBER ROLL IS NOT DAMAGED BY EXCESSIVE WEIGHTS OR EXCESSIVE TRAFFIC. THE FIBER ROLL SHALL BE REPLACED OR REPAIRED AS NECESSARY.
6. THE STABILIZED CONSTRUCTION ENTRANCE/EXIT SHALL BE MAINTAINED IN A CONDITION THAT THE FIBER ROLL IS NOT DAMAGED BY EXCESSIVE WEIGHTS OR EXCESSIVE TRAFFIC. THE FIBER ROLL SHALL BE REPLACED OR REPAIRED AS NECESSARY.
7. THE LENGTH OF THE FIBER ROLL SHALL NOT BE LESS THAN 20'.

2 STABILIZED CONSTRUCTION ENTRANCE/EXIT  
SCALE: NTS

**BKF100+**  
YEARS  
ENGINEERS, SURVEYORS, PLANNERS  
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Tel: 408.487.2100 Fax: 408.487.2100

**THE GUZZARDO PARTNERSHIP INC.**  
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REVISIONS		
NO.	DATE	DESCRIPTION
1	01/11/11	1st Construction Preparation
2	04/10/11	2nd Construction Preparation
3	02/11/11	3rd Construction Preparation
4	02/11/11	4th Construction Preparation
5	02/11/11	5th Construction Preparation
6	02/11/11	6th Construction Preparation
7	02/11/11	7th Construction Preparation
8	02/11/11	8th Construction Preparation
9	02/11/11	9th Construction Preparation
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100	02/11/11	100th Construction Preparation




CITY OF MOUNTAIN VIEW, CALIFORNIA  
PUBLIC WORKS DEPARTMENT  
800 CANTER STREET, MOUNTAIN VIEW, CA 94040

C51 EROSION CONTROL DETAILS

SCALE: 1" = 20' DATE: 01/15/2019 PWD: 8523 SHEET: 18 OF 23

FIN: 8523-18

### Heavy Equipment Operation



1. Operate equipment in accordance with manufacturer's instructions.

2. Inspect equipment before use.

3. Use proper lifting techniques.

4. Maintain clear communication with other workers.

5. Avoid overloading equipment.

6. Use proper grading techniques.

7. Maintain proper safety distance.

8. Use proper backfilling techniques.

9. Maintain proper compaction techniques.

10. Use proper trenching techniques.

11. Maintain proper shoring techniques.

12. Use proper dewatering techniques.

13. Maintain proper earthmoving techniques.

14. Use proper site cleanup techniques.

15. Maintain proper site security techniques.

16. Use proper site restoration techniques.


17. Maintain proper site monitoring techniques.

18. Use proper site reporting techniques.

19. Maintain proper site documentation techniques.

20. Use proper site communication techniques.

### Landscaping, Gardening, and Pool Maintenance



1. Maintain proper watering techniques.

2. Use proper fertilization techniques.

3. Maintain proper pruning techniques.

4. Use proper mulching techniques.

5. Maintain proper soil aeration techniques.

6. Use proper pest control techniques.

7. Maintain proper lawn care techniques.

8. Use proper pool maintenance techniques.

9. Maintain proper pool safety techniques.

10. Use proper pool cleaning techniques.

11. Maintain proper pool chemical balance techniques.

12. Use proper pool filtration techniques.

13. Maintain proper pool circulation techniques.

14. Use proper pool heating techniques.

15. Maintain proper pool cooling techniques.

16. Use proper pool lighting techniques.


17. Maintain proper pool sound system techniques.

18. Use proper pool furniture techniques.

19. Maintain proper pool deck techniques.

20. Use proper pool landscaping techniques.

### General Construction and Site Supervision



1. Maintain proper site safety techniques.

2. Use proper site security techniques.

3. Maintain proper site documentation techniques.

4. Use proper site communication techniques.

5. Maintain proper site monitoring techniques.

6. Use proper site reporting techniques.

7. Maintain proper site restoration techniques.

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### Roadwork and Paving



1. Maintain proper roadwork techniques.

2. Use proper paving techniques.

3. Maintain proper roadwork techniques.

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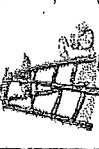
17. Maintain proper roadwork techniques.

18. Use proper paving techniques.

19. Maintain proper roadwork techniques.

20. Use proper paving techniques.

### Painting and Application of Adhesives



1. Maintain proper painting techniques.

2. Use proper adhesive application techniques.

3. Maintain proper painting techniques.

4. Use proper adhesive application techniques.

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20. Use proper adhesive application techniques.

### Earth-Moving and Dewatering Activities



1. Maintain proper earthmoving techniques.

2. Use proper dewatering techniques.

3. Maintain proper earthmoving techniques.

4. Use proper dewatering techniques.

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6. Use proper dewatering techniques.

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20. Use proper dewatering techniques.

### Fresh Concrete and Mortar Application



1. Maintain proper concrete application techniques.

2. Use proper mortar application techniques.

3. Maintain proper concrete application techniques.

4. Use proper mortar application techniques.

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### Best Management Practices for the Construction Industry



1. Maintain proper site safety techniques.

2. Use proper site security techniques.

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18. Use proper site dewatering techniques.

19. Maintain proper site earthmoving techniques.

20. Use proper site dewatering techniques.

### Blueprint for a Clean Bay

Remember, the property owner and the contractor share ultimate responsibility for the activities that occur on a construction site. You may be held responsible for any environmental damage caused by your subcontractors or employees.

**Best Management Practices for the Construction Industry**

**Santa Clara Valley Urban Runoff Pollution Prevention Program**

### Preventing Pollution

1. Maintain proper site safety techniques.

2. Use proper site security techniques.

3. Maintain proper site documentation techniques.

4. Use proper site communication techniques.

5. Maintain proper site monitoring techniques.

6. Use proper site reporting techniques.

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### Best Management Practices

1. Maintain proper site safety techniques.

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17. Maintain proper site earthmoving techniques.

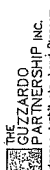
18. Use proper site dewatering techniques.

19. Maintain proper site earthmoving techniques.


20. Use proper site dewatering techniques.



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181 GREENWICH STREET  
SAN FRANCISCO, CA 94111  
TEL: 415.433.3300 FAX: 415.433.3305



**CITY OF MOUNTAIN VIEW**  
PUBLIC WORKS DEPARTMENT  
300 CAMPUS DRIVE, MOUNTAIN VIEW, CA 94039

**REVISIONS**

NO.	DATE	DESCRIPTION
1	11/11/11	1. INITIAL DESIGN
2	11/11/11	2. PRELIMINARY DESIGN
3	11/11/11	3. PRELIMINARY DESIGN
4	11/11/11	4. PRELIMINARY DESIGN
5	11/11/11	5. PRELIMINARY DESIGN
6	11/11/11	6. PRELIMINARY DESIGN
7	11/11/11	7. PRELIMINARY DESIGN
8	11/11/11	8. PRELIMINARY DESIGN
9	11/11/11	9. PRELIMINARY DESIGN
10	11/11/11	10. PRELIMINARY DESIGN
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19	11/11/11	19. PRELIMINARY DESIGN
20	11/11/11	20. PRELIMINARY DESIGN

**SCALE** 1" = 3'

**DATE** 11/11/11

**BY** [Signature]

**CHECKED** [Signature]

**APPROVED** [Signature]

**CITY OF MOUNTAIN VIEW**  
PUBLIC WORKS DEPARTMENT  
300 CAMPUS DRIVE, MOUNTAIN VIEW, CA 94039

**CS2 BEST MANAGEMENT PRACTICES**

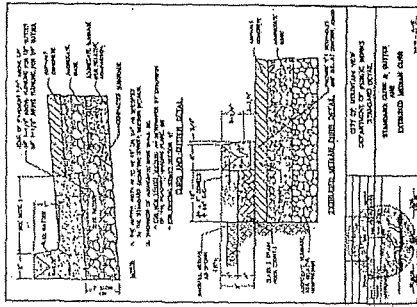
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**DATE** 11/11/11

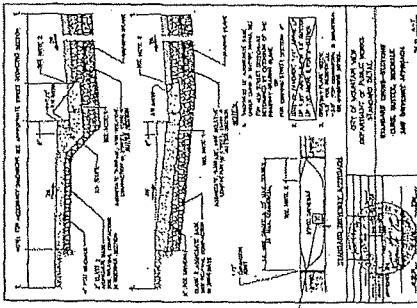
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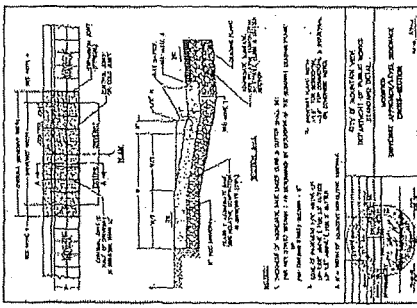
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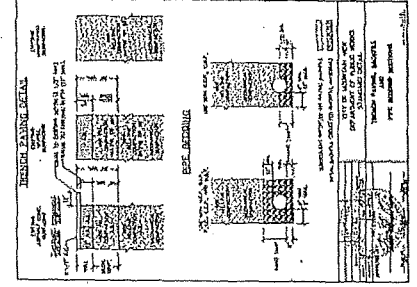
DETAIL A



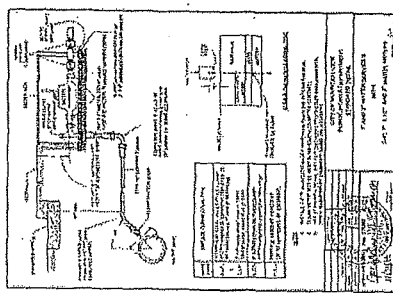
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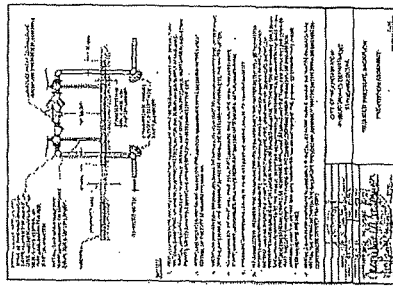
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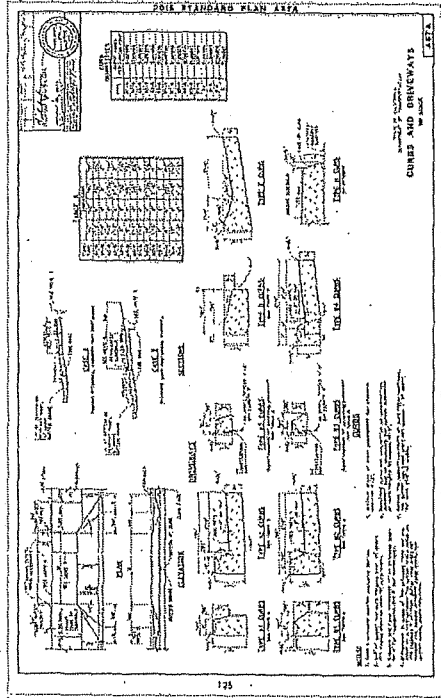
DETAIL D



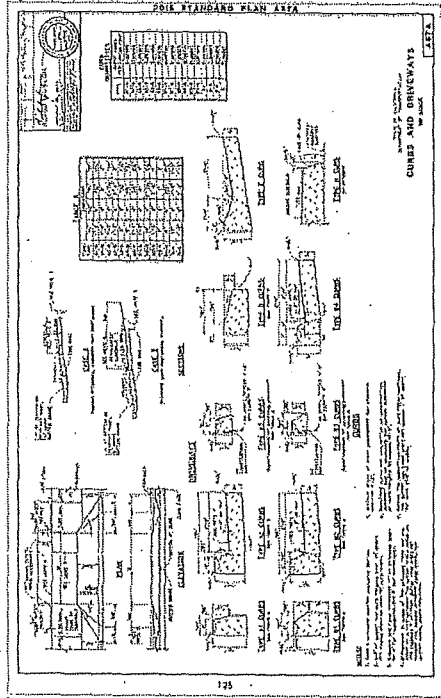
DETAIL E



DETAIL F



DETAIL G



DETAIL H

**BKF100+**  
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Fax: 303.751.1112

**THE GUZZARDO PARTNERSHIP INC.**  
Landscape Architects Land Planners  
181 Greenwich Street  
San Francisco, CA 94111  
Tel: 415.393.5503  
Fax: 415.393.5503

**CITY OF MOUNTAIN VIEW, CALIFORNIA**  
SUNSHINE CITY  
SUNSHINE CITY  
SUNSHINE CITY

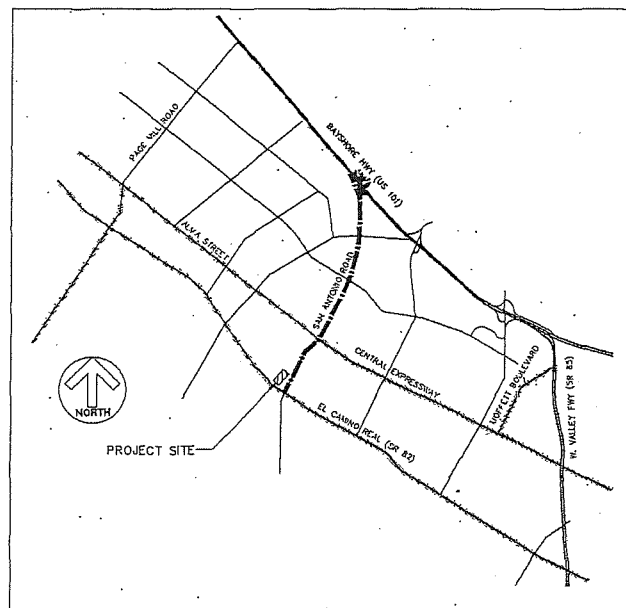
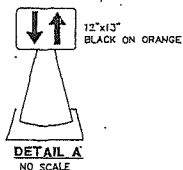
**C6.0 CONSTRUCTION DETAILS**  
SHEET 20 OF 20  
DATE: 01/15/2019  
FILE: 852  
SCALE: 1" = 2'

ACTIVITY-DURATION TABLE SUMMARY OF ACTIVITIES					
PHASE/STAGE	PROPOSED ACTIVITY	ESTIMATED # OF DAYS	CITY RESTRICTIONS/REQUIREMENTS	IMPACTS TO RIGHT-OF-WAY	MITIGATION
1 (EL CAMINO)	CURB, GUTTER, SIDEWALK AND DRIVEWAY CONSTRUCTION ALONG THE EAST SIDE OF EL CAMINO REAL	5	-EXISTING AC PAVEMENT TO BE REPLACED WITHIN 5 DAYS AFTER COMPLETION OF TRENCH WORK -EXISTING CURB, GUTTER, SIDEWALKS AND DRIVEWAYS TO BE REPLACED WITHIN 5 DAYS AFTER DEMO	EL CAMINO REAL -LANE SHIFT -SHOULDER CLOSURE	TRAFFIC CONTROL PROVIDED, SEE CIVIL PLANS SHEET C7.1
1 (FAYETTE)	CONSTRUCTION WATER LINE ACROSS FAYETTE DRIVE	2	-SIDEWALK CLOSURES ALLOWED ONLY WHEN WORK IS OCCURRING IN IMMEDIATE AREA -SIDEWALK AND TRAFFIC LANES TO REMAIN OPEN WHEN NO ACTIVITY AND/OR BETWEEN SCHEDULED CLOSURES	FAYETTE DRIVE -LANE SHIFTS -SIDEWALK CLOSURE -PARKING CLOSURE	TRAFFIC CONTROL PROVIDED, SEE CIVIL PLANS SHEET C7.2
2 (FAYETTE)	CURB, GUTTER, SIDEWALK AND DRIVEWAY CONSTRUCTION ALONG THE WEST SIDE OF FAYETTE DRIVE	5	-SIDEWALK CLOSURES WILL ONLY BE ALLOWED FOR 5 CONSECUTIVE DAYS. CLOSURES MAY BE ALLOWED INTERMITTENTLY. -TRAFFIC LANES TO BE OPENED AT END OF EACH WORK DAY	FAYETTE DRIVE -LANE SHIFT -SIDEWALK CLOSURE -PARKING CLOSURE	TRAFFIC CONTROL PROVIDED, SEE CIVIL PLANS SHEET C7.2

NOTE:  
THE CONTRACTOR SHALL DETERMINE ULTIMATE PROJECT PHASING, ACTUAL DURATION OF EACH OF PHASE, AND SHALL COMMUNICATE SUCH CONSTRUCTION OPERATIONS TO THE CITY PUBLIC WORKS INSPECTOR.

#### LEGEND

- CONSTRUCT THIS STAGE
- TEMPORARY TYPE II BARRICADE
- PORTABLE CHANNELIZERS AT 10' OC UNLESS OTHERWISE NOTED ON PLAN (MIN. 28" H HEIGHT)
- INSTALL TEMPORARY ROADSIDE SIGN
- DIRECTION OF TRAFFIC
- FLASHING ARROW SIGN (FAS)



#### TRUCK ROUTE MAP

NO SCALE  
FOR USE BETWEEN THE HOURS OF 9 A.M. AND 3 P.M.  
--- CITY OF MOUNTAIN VIEW DESIGNATED TRUCK ROUTE  
--- CITY OF PALO ALTO DESIGNATED TRUCK ROUTE  
--- PROJECT TRUCK ROUTE

#### GENERAL TRAFFIC CONTROL NOTES

- THESE TRAFFIC CONTROL PLANS HAVE BEEN PREPARED USING INFORMATION CONTAINED IN THE 2014 CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (2014 CA MUTCD).
- THE CONTRACTOR SHALL INSTALL TRAFFIC CONTROL DEVICES PRIOR TO COMMENCEMENT OF CONSTRUCTION. THE CONTRACTOR SHALL ALSO MAINTAIN ALL TRAFFIC CONTROL DEVICES DURING CONSTRUCTION, AS REQUIRED BY THE CITY ENGINEER/INSPECTOR. A 24-HOUR "ON-CALL" TELEPHONE NUMBER SHALL ALSO BE PROVIDED TO THE CITY BY THE CONTRACTOR FOR SERVICES REQUIRED BEYOND NORMAL WORKDAY OPERATIONS.
- ACTUAL SIGN INSTALLATION LOCATIONS ARE TO BE DETERMINED IN THE FIELD. ALL SIGNS SHALL BE INSTALLED PER CALTRANS STANDARD PLAN R31-R54 OR ON APPROVED BARRICADES. SIGN LOCATIONS SHALL BE APPROVED BY THE CITY ENGINEER/INSPECTOR PRIOR TO ANY INSTALLATION WORK.
- SIGNS SHALL BE INSTALLED/PLACED AND REMOVED BY THE CONTRACTOR IN ACCORDANCE WITH THESE PLANS AND AS DIRECTED BY THE CITY.
- SIGNS SHALL BE DESIGNED AND COMMERCIAL MANUFACTURED IN ACCORDANCE WITH THE MOST RECENT CALTRANS STANDARD SPECIFICATIONS AND THE 2014 CA MUTCD.
- ANY EXISTING SIGNS, STRIPING, AND/OR PAVEMENT MARKINGS THAT CONFLICT WITH THESE TRAFFIC CONTROL PLANS SHALL BE COVERED OR REMOVED DURING CONSTRUCTION. REMOVAL OF ROADWAY STRIPING AND/OR PAVEMENT MARKINGS SHALL BE DONE IN ACCORDANCE WITH CURRENT CALTRANS AND CA MUTCD STANDARDS. SIGNS, STRIPING, AND/OR PAVEMENT MARKINGS SHALL BE RESTORED TO EXISTING CONDITIONS TO THE SATISFACTION OF THE CITY ENGINEER/INSPECTOR ONCE CONSTRUCTION IS COMPLETE.
- A MINIMUM OF ONE 12' WIDE TRAVEL LANE PER DIRECTION OF TRAVEL (UNLESS OTHERWISE NOTED ON PLANS) SHALL REMAIN OPEN AT ALL TIMES DURING CONSTRUCTION.
- TEMPORARY TRAFFIC CONTROL SIGNS SHALL NOT BLOCK FIRE HYDRANTS AND/OR DRIVEWAYS.
- ALL TRAFFIC CONTROL DEVICES (SIGNS, CHANNELIZERS, ETC.) SHALL BE RETROREFLECTIVE AND/OR ILLUMINATED DURING NIGHTTIME TRAFFIC CONTROL.
- CONTRACTOR SHALL POST TEMPORARY "NO PARKING" SIGNS ALONG ROADWAY FRONTAGE, WHERE APPLICABLE, A MINIMUM 48 HOURS PRIOR TO COMMENCEMENT OF WORK. SIGNS SHALL STATE DAYS AND HOURS WHEN RESTRICTIONS APPLY. NOTIFY POLICE WHEN PLACED.
- CONTRACTOR SHALL DISPLAY ON ITS BARRICADES COMPANY NAME AND 24-HOUR EMERGENCY TELEPHONE NUMBER IN CASE OF EMERGENCY CALLOUTS.
- CONTRACTOR SHALL FURNISH, ERECT, AND MAINTAIN BARRICADES, LIGHTS, SIGNS, FLAGMEN, FENCING, AND OTHER SAFETY MEASURES TO GIVE ADEQUATE PROTECTION TO THE PUBLIC AT ALL TIMES.
- THE PARKING OF ANY CONSTRUCTION-RELATED VEHICLES OR STORAGE OF ANY MATERIAL IS NOT ALLOWED ON A PUBLIC STREET OR SIDEWALK UNLESS APPROVED IN ADVANCE BY THE CITY ENGINEER.
- ANY TRAFFIC STRIPING, PAVEMENT MARKINGS, PAVEMENT SURFACE, ETC. DAMAGED OR DESTROYED BY CONTRACTOR'S WORK SHALL BE REPLACED BY CONTRACTOR TO THE SATISFACTION OF THE CITY ENGINEER AT CONTRACTOR'S SOLE EXPENSE.
- FOR ANY ONGOING PROJECTS IN THE VICINITY OF THIS PROJECT, THE ROUTING OF PEDESTRIANS, VEHICLES, AND CONSTRUCTION TRUCKS SHALL BE COORDINATED WITH OTHER CONTRACTORS TO MINIMIZE PUBLIC INCONVENIENCE.
- SIDEWALKS AND TRAFFIC LANES MUST REMAIN OPEN WHEN NO ACTIVITY IS PLANNED AND/OR BETWEEN SCHEDULED CLOSURES. SIDEWALKS AND TRAFFIC LANES MUST BE OPENED AT THE END OF EACH WORKDAY. OPEN TRENCHES SHALL BE COVERED BY STEEL PLATES (FOR A MAXIMUM OF 14 DAYS).
- DURING CONSTRUCTION, TRASH/RECYCLING/YARD WASTE COLLECTION VEHICLES MUST HAVE ACCESS TO COLLECTION ROUTE STREETS IN ORDER TO FACILITATE COLLECTION ACTIVITIES. DELAYS OR DISRUPTIONS TO COLLECTION SERVICES MAY NOT OCCUR AS A RESULT OF CONSTRUCTION ACTIVITY.
- SIDEWALK CLOSURES WILL ONLY BE ALLOWED DURING SIDEWALK AND DRIVEWAY REPLACEMENT FOR 5 CONSECUTIVE DAYS. OTHERWISE, SIDEWALKS SHALL BE RESTORED EVERY DAY AFTER UTILITY WORK. CLOSURES MAY BE ALLOWED INTERMITTENTLY.
- CONTRACTOR SHALL PROVIDE FLAGMEN AS NECESSARY TO CONTROL TRAFFIC AS CONSTRUCTION EQUIPMENT ENTERS AND EXITS CONSTRUCTION WORK ZONES.

**BKF100+**  
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**THE GUZZARDO PARTNERSHIP INC.**  
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181 Greenleaf Street  
San Francisco, CA 94111  
T 415 433 4672  
F 415 433 5003

REVISIONS			
NO.	DATE	DESCRIPTION	APPROVED
1	9/14/14	ISS CONSTRUCTION DOCUMENTS	
2	9/16/14	ISS CONSTRUCTION DOCUMENTS	
3	12/22/14	ISS CONSTRUCTION DOCUMENTS MOUNTAIN VIEW	
4	10/23/14	ISS CONSTRUCTION DOCUMENTS MOUNTAIN VIEW	
5	10/23/14	ISS CONSTRUCTION DOCUMENTS MOUNTAIN VIEW	
6	10/23/14	ISS CONSTRUCTION DOCUMENTS MOUNTAIN VIEW	
7	10/23/14	ISS CONSTRUCTION DOCUMENTS MOUNTAIN VIEW	
8	10/23/14	ISS CONSTRUCTION DOCUMENTS MOUNTAIN VIEW	
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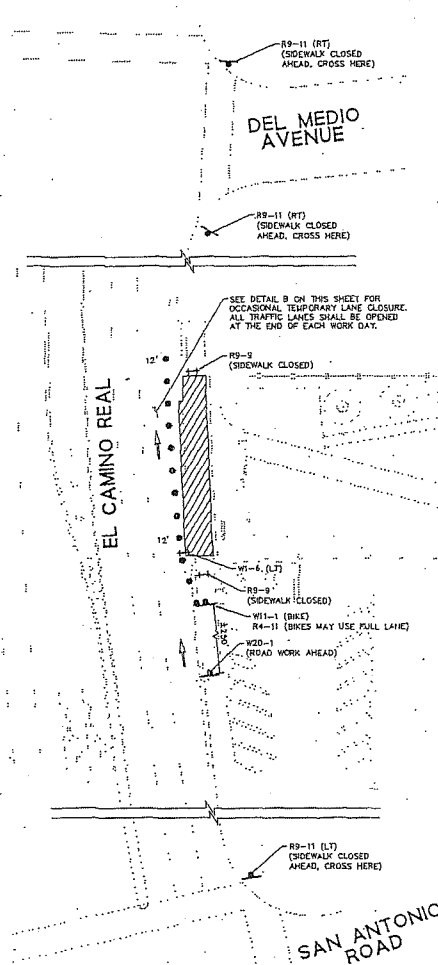


CITY OF MOUNTAIN VIEW, CALIFORNIA  
PUBLIC WORKS DEPARTMENT  
300 CASTRO STREET, MOUNTAIN VIEW, CA 94031

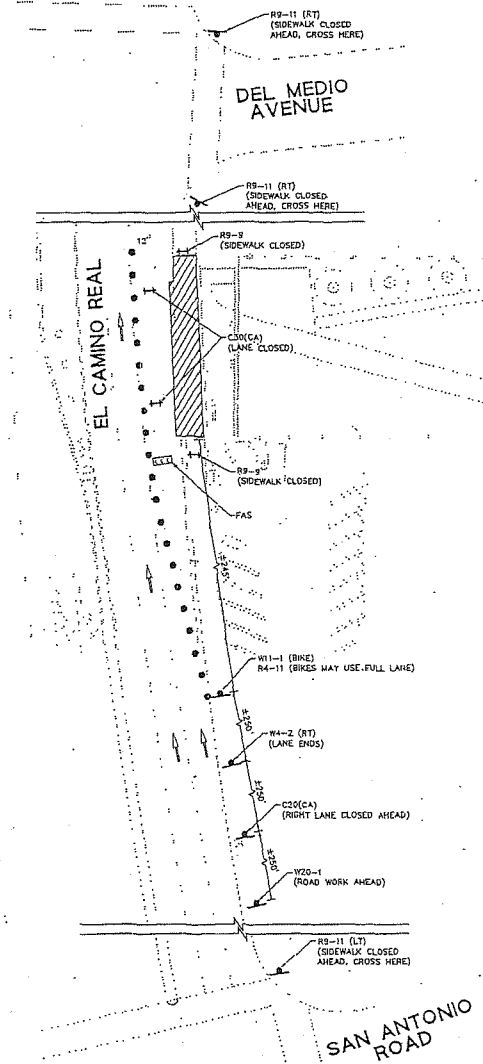
#### C7.0 TRAFFIC CONTROL PLAN

SCALE: 1" = 20' DATE: 01/16/2015 PIN: 8523 SECRET: 23 OF 23

PIN: 8523-21

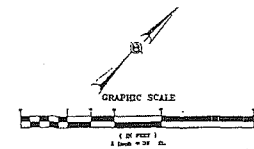


STAGE 1 - EL CAMINO REAL



DETAIL B - OCCASIONAL LANE CLOSURE

NOTE: ALL TRAFFIC LANES SHALL BE OPENED AT THE END OF EACH WORK DAY



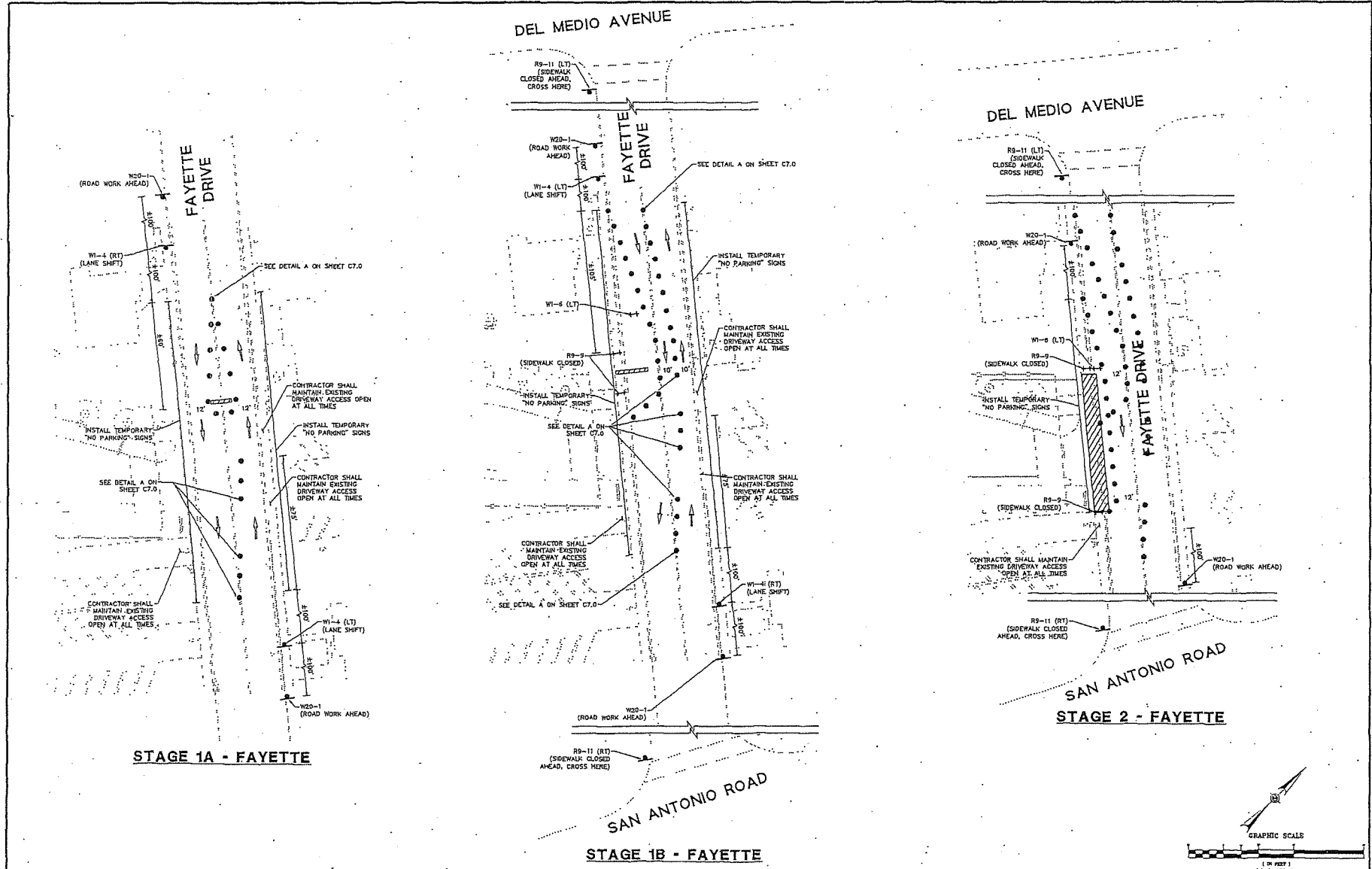
**BKF100+**  
100 YEARS  
ENGINEERS, SURVEYORS, PLANNERS  
1720 N. First Street, Suite 600, San Jose, CA 95112  
Tel: 408.467.9100 Fax: 408.467.9100

**THE GUZZARDO PARTNERSHIP INC.**  
Landscape Architects Land Planners  
181 Greenleaf Street  
San Francisco, CA 94111  
T 415 433 4872  
F 415 433 5003

REVISIONS		
NO.	DATE	DESCRIPTION
1	01/10/10	FOR SUBMITTAL TO THE CITY OF MOUNTAIN VIEW
2	08/10/10	FOR SUBMITTAL TO THE CITY OF MOUNTAIN VIEW
3	01/10/11	FOR SUBMITTAL TO THE CITY OF MOUNTAIN VIEW
4	08/10/10	FOR SUBMITTAL TO THE CITY OF MOUNTAIN VIEW
5	01/10/11	FOR SUBMITTAL TO THE CITY OF MOUNTAIN VIEW
6	01/10/11	FOR SUBMITTAL TO THE CITY OF MOUNTAIN VIEW
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8	01/10/11	FOR SUBMITTAL TO THE CITY OF MOUNTAIN VIEW
9	01/10/11	FOR SUBMITTAL TO THE CITY OF MOUNTAIN VIEW
10	01/10/11	FOR SUBMITTAL TO THE CITY OF MOUNTAIN VIEW



CITY OF MOUNTAIN VIEW, CALIFORNIA PUBLIC WORKS DEPARTMENT 300 CAMINO STREET, MOUNTAIN VIEW, CALIFORNIA			
C7.1 TRAFFIC CONTROL PLAN			
SCALE: 1" = 30'	DATE: 01/10/2010	PIN: 8523-22	SHEET: 22 OF 23



REVISIONS			
NO.	DATE	DESCRIPTION	APPROVED
1	11-28-78	NEW CONSTRUCTION DOCUMENTS	
2	02-26-79	NEW CONSTRUCTION DOCUMENTS	
3	12-22-77	NEW CONSTRUCTION DOCUMENTS INCORPORATING SET	
4	06-21-78	NEW CONSTRUCTION DOCUMENTS INCORPORATING SET	
5	06-21-78	SPRING INCORPORATING SET	
6	07-17-78	SPRING INCORPORATING SET	

DESIGNED BY: ML  
 DRAWN BY: ML

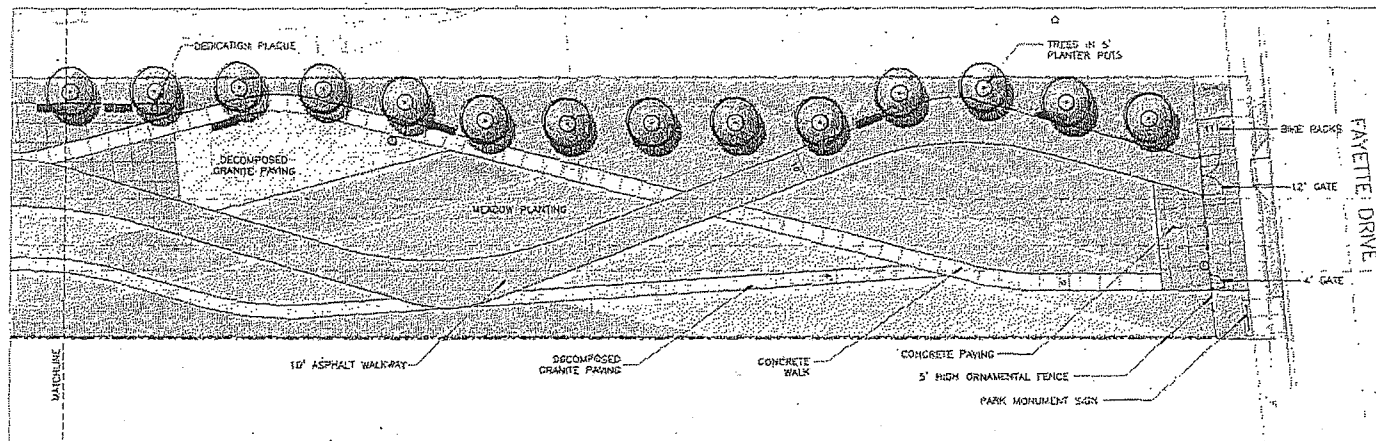
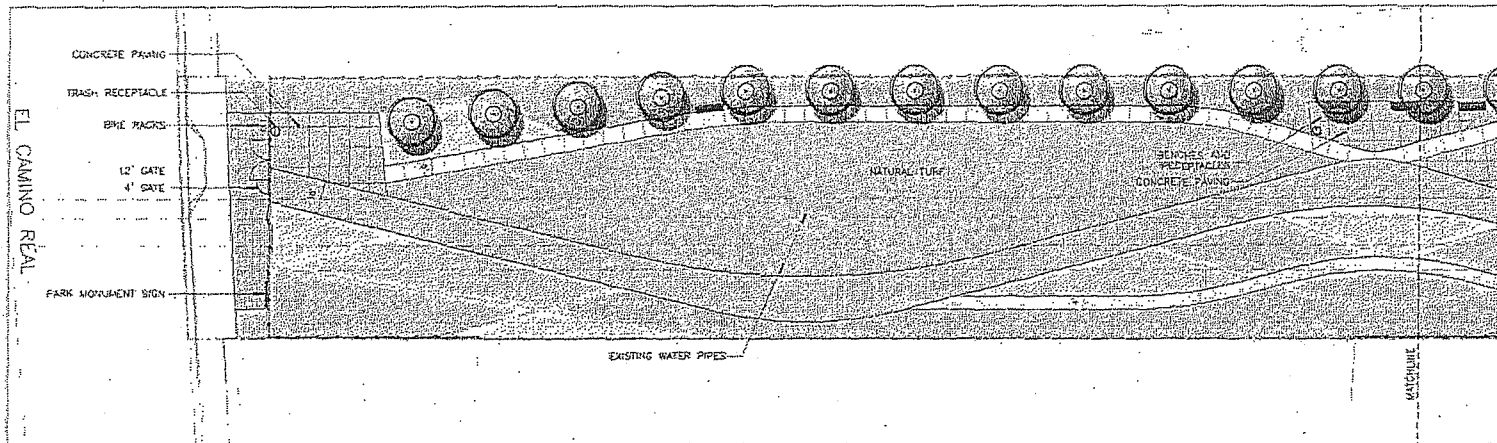


CITY OF MOUNTAIN VIEW

CITY OF MOUNTAIN VIEW, CALIFORNIA  
PUBLIC WORKS DEPARTMENT  
300 CASTRO STREET, MOUNTAIN VIEW, CA 94030

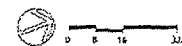
C72 TRAFFIC CONTROL PLAN

SCALE: 1" = 20'	DATE: 01/14/2019	PIN: 8323	SHEET: 23 OF 23
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#### PLANTING LEGEND

	Gravel Imp Native Grasses
	Native Grasses with Flowering Perennials
	Native Grasses with Flowering Perennials (B&B Seedling Approved)
	Groundcovers
	Groundcovers, Grasses, and Native Shrubs
	Native Grasses



## FAYETTE PARK LAYOUT PLAN

MOUNTAIN VIEW, CA

L2

Dec 18, 2018



**EXHIBIT G-2**

**Form of License for Klein Park P3626A**

*[see attached]*

**SAN FRANCISCO PUBLIC UTILITIES COMMISSION  
REVOCABLE LICENSE**

**(License # P3626A-Klein Park)**

**(Supersedes and replaces former SFPUC Land Use Permit #P3626)**

**THIS REVOCABLE LICENSE** (this "License") dated for reference purposes only as of \_\_\_\_\_, 2019, is made by and between the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation ("City"), acting by and through its Public Utilities Commission ("SFPUC"), and the **CITY OF MOUNTAIN VIEW**, a municipal corporation ("Licensee").

City and Licensee agree as follows:

1. **License.** City confers to Licensee a revocable, personal, non-exclusive, and non-possessory privilege to enter upon and use that certain real property owned by City situated in the County of Santa Clara, State of California, more particularly described in the attached **Schedule A** (the "License Area"), for the limited purpose and subject to the terms, conditions, and restrictions set forth below. The License Area is shown generally on Drawing No. 3626A attached as **Schedule B**. This License gives Licensee a license only and, notwithstanding anything to the contrary in this License, it does not constitute a grant by City of any ownership, leasehold, easement, or other property interest or estate whatsoever in any portion of the License Area. Nothing in this License shall be construed as granting or creating any franchise rights pursuant to any federal, state, or local laws.

THE PRIVILEGE GIVEN TO LICENSEE UNDER THIS LICENSE IS EFFECTIVE ONLY INsofar AS CITY'S RIGHTS IN THE LICENSE AREA ARE CONCERNED, AND LICENSEE SHALL OBTAIN ANY FURTHER PERMISSION NECESSARY BECAUSE OF ANY OTHER EXISTING RIGHTS AFFECTING THE LICENSE AREA. WITHOUT LIMITING THE FOREGOING, THIS LICENSE IS BEING ISSUED SUBJECT AND SUBORDINATE TO ALL OF THE TERMS AND CONDITIONS OF THAT CERTAIN DEED, DATED JULY 16, 1951, AND RECORDED JULY 20, 1951, IN BOOK 2252, PAGE 569, OF THE OFFICIAL RECORDS OF SANTA CLARA COUNTY, PURSUANT TO WHICH CITY ACQUIRED ITS INTEREST IN THE LICENSE AREA, A COPY OF WHICH IS ATTACHED TO THIS LICENSE AS **SCHEDULE C** (THE "DEED"), AND ALL OTHER EXISTING AND FUTURE DOCUMENTS AND INSTRUMENTS OF RECORD AFFECTING THE LICENSE AREA (COLLECTIVELY, WITH THE DEED, THE "RECORDED DOCUMENTS"). LICENSEE MUST SECURE ALL ADDITIONAL NECESSARY APPROVALS, LICENSES, AND CONSENTS, AND DELIVER ALL NECESSARY NOTICES, BEFORE COMMENCING WORK IN THE LICENSE AREA, INCLUDING ANY APPROVALS, LICENSES, CONSENTS, OR NOTICES REQUIRED FROM OR TO THE GRANTOR UNDER THE RECORDED DOCUMENTS. FOR CITY'S BENEFIT, LICENSEE COVENANTS AND AGREES THAT LICENSEE SHALL FULLY COMPLY WITH THE TERMS AND CONDITIONS OF THE RECORDED DOCUMENTS AND ANY OTHER RULES AND REGULATIONS PROMULGATED BY CITY AS THEY APPLY TO ANY WORK TO BE PERFORMED OR ANY LICENSEE FACILITIES (DEFINED IN SECTION 6 [INSTALLATION OF FACILITIES] BELOW) THAT WILL OR MAY BE INSTALLED ON OR WITHIN THE LICENSE AREA, AND CITY SHALL HAVE NO RESPONSIBILITY OR LIABILITY OF ANY KIND WITH RESPECT THERETO. LICENSEE ACKNOWLEDGES AND AGREES THAT NEITHER CITY NOR ANY OF ITS DEPARTMENTS, COMMISSIONS, OFFICERS, DIRECTORS, AND EMPLOYEES, AND ALL PERSONS ACTING BY, THROUGH, OR UNDER EACH OF THEM, HAVE MADE, AND CITY HEREBY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING TITLE, THE PRESENT OR FUTURE SUITABILITY OF THE LICENSE AREA FOR LICENSEE'S INTENDED WORK, THE LICENSEE FACILITIES, OR

USE, THE IMPACT OF ANY TERM OR CONDITION OF THE RECORDED DOCUMENTS ON LICENSEE'S RIGHTS UNDER THIS LICENSE, OR THE ABILITY TO OBTAIN OR DELIVER, OR THE PROCEDURE FOR OBTAINING OR DELIVERING, ANY NECESSARY APPROVALS, LICENSES, CONSENTS, OR NOTICES FROM OR TO THE GRANTOR UNDER THE RECORDED DOCUMENTS OR ANY OTHER PARTY WITH RESPECT TO ANY MATTERS CONTAINED IN THIS LICENSE.

2. **Supersession and Revocation.** Effective as of the Commencement Date (defined in Section 3 [Term of License] below), this License shall immediately supersede, replace, and revoke SFPUC Land Use Permit dated April 10, 1989 and denominated as P3626 ("P3626") and the terms and conditions of P3626 shall have no further force or effect. Any plans or approvals contained in P3626 that are not expressly incorporated by this License shall not be deemed approved or permitted. If the terms and conditions of P3626 conflict with the terms and conditions of this License, the terms and conditions of this License shall prevail.

3. **Term of License.** The privilege conferred to Licensee pursuant to this License shall commence on the date (the "Commencement Date") on which this License is executed and delivered by City following the SFPUC's authorization and approval and the receipt of all fees and security required to be provided under this License. The term of this License shall continue thereafter for an initial term of ten (10) years after the Commencement Date; provided that the term may terminate (a) immediately upon Licensee's receipt of City's written notice revoking this License or (b) on the date that is one (1) year from the date of a written termination notice from Licensee to City. City's option to freely revoke this License may be exercised at any time without cause or liability, and without any obligation to pay any consideration to Licensee or return to Licensee any part of the license fee or, if applicable, the use fee. If City elects to immediately terminate pursuant to Subsection (a) above, City shall use reasonable good faith efforts to provide as much notice to Licensee as is reasonably possible; and further, City and Licensee mutually agree to coordinate reasonably and in good faith to provide for an orderly transition and wind-down of the rights and responsibilities of this License prior to the termination date. Upon any termination of this License by either Party, Licensee will immediately surrender the License Area in the condition required by this License. Subject to the right of either party to terminate this License as provided in this Section, if, on the date that the initial term or the first five (5)-year renewal term thereafter expires, if Licensee is not then in breach of this License, this License shall automatically renew for an additional five (5)-year term, it being agreed by the parties that the term of this License shall not so automatically renew for more than two (2) renewal terms of five (5) years each. Upon the occurrence of any such automatic renewal, City and Licensee shall sign a letter agreement amending this License by (x) confirming the expiration date of such renewal term; and (y) confirming any revised insurance coverages that City may then require from Licensee.

4. **Security for Performance.** Intentionally omitted.

5. **Use of License Area.**

(a) **Permitted Acts.** Subject to the terms and conditions of this License, Licensee may enter and use the License Area for the sole purpose of utilizing, repairing, and maintaining the License Area and its existing landscaping as a walking trail and public park in strict accordance with the terms of this License, and for no other purpose whatsoever. Except as specifically permitted by this License, no other recreational structures, paths, equipment, trees, or large shrubs shall be permitted in the License Area.

(b) **Subject to City Uses.** Licensee is aware that the License Area constitutes a portion of City's regional water pipeline delivery or wastewater system, including City's pipelines and related valves, drains, and other appurtenances (collectively or singularly, "City's Facilities"). Notwithstanding anything to the contrary in this License, any and all of Licensee's

activities under this License shall be subject and subordinate at all times to City's existing and future use of the License Area for municipal and other purposes. City shall in no way be liable for any damage or destruction to Licensee's property and/or improvements resulting from any damages caused by or related to City's Facilities or from any repair or maintenance activities related to City's Facilities. At City's request, Licensee shall immediately remove any property or improvements on the License Area to allow City access to City's Facilities installed on or about the License Area. Except in emergencies, City shall use reasonable good faith efforts to provide as much notice to Licensee as is reasonably possible of the need for any such removal. If City deems it necessary, at its sole discretion, City shall have the right to remove any such property or improvements and City shall not be responsible for restoring or returning the same to its prior condition.

6. **Installation of Facilities.** City reaffirms its prior approval of Licensee's existing facilities, structures, landscaping, and improvements installed pursuant to the grading, irrigation, and planting plans previously approved by City by its issuance of P3626 to Licensee (a copy of such plans are attached as **Schedule D**). Licensee may not install additional facilities or structures within the License Area without strict adherence to the terms and conditions of this License. Licensee's existing and any future facilities, structures, including signage, landscaping, and improvements authorized by this License are collectively defined as the "Licensee Facilities."

(a) **Consent Required for Future Installations.** Any installation of additional Licensee Facilities in the License Area by or for Licensee shall require City's further prior, written consent, which City may withhold at its discretion.

(b) **Future Permits, Licenses, and Approvals.** Before beginning any future work in the License Area, Licensee shall obtain any and all permits, licenses, and approvals (collectively, "Approvals") of all regulatory agencies and other third parties that are required to commence, complete, and maintain the permitted work. Promptly upon receipt of such Approvals, Licensee shall deliver copies of them to the SFPUC. No approval by the SFPUC for purposes of Licensee's work under this License shall be deemed to constitute the approval of any federal, state, or local regulatory authority with jurisdiction, and nothing in this License shall limit Licensee's obligation to obtain all such regulatory Approvals, at Licensee's sole cost.

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

(d) **Exercise of Due Care.** Licensee shall use, and shall cause its Agents (defined in Section 20 [Indemnity] below) to use, due care at all times to avoid any damage or harm to City's Facilities or other property and to native vegetation and natural attributes of the License Area and to minimize slope erosion. Licensee shall not disturb the surface of the License Area or perform any excavation work (including excavation work associated with any otherwise routine maintenance or repairs of any Licensee Facilities) without City's prior written approval, which City may withhold at its sole discretion. City shall have the right to condition and/or oversee any permitted excavation work. At its own expense, Licensee shall mark the location of City's Facilities within the License Area and shall not use any pick, plow, or other sharp tool to remove the two feet (2') of soil around any water transmission mains or other pipelines or

appurtenances, provided that Licensee may use hand shovels or pneumatic shovels in compliance with all other terms and conditions of this License. Licensee shall immediately inform City of any actual or potential damage to any of City's Facilities (including any damage to pipeline coatings), and any such damage shall be promptly repaired by Licensee, at its own expense, to City's satisfaction prior to backfilling; provided, at its sole discretion, City may elect to make any necessary repairs itself, at Licensee's sole cost, by notifying Licensee of such fact. Upon completion of the repairs, City shall send to Licensee a bill therefor, which Licensee shall pay within thirty (30) days following receipt. Under no circumstances shall Licensee damage, harm, or take any rare, threatened, or endangered species on or about the License Area.

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

(f) **Heavy Equipment.** Licensee shall not use any heavy construction equipment over or about City's Facilities, except as otherwise expressly allowed in Section 7(i) [Heavy Equipment and Vehicles] below.

(g) **Restoration of License Area.** Immediately following completion of any work permitted by this License, Licensee shall remove all debris and any excess dirt and shall restore the License Area to its condition immediately prior to such work by Licensee, to City's satisfaction. At City's request, Licensee shall restore excavated areas with new vegetation (including irrigation and maintenance until established) that complies with City's then-existing vegetation management policy or other applicable policy and erosion control netting.

(h) **Pipeline Depth/Installation of Above-Ground Markers.** Before commencing any excavation work approved by City in the License Area, Licensee shall measure the depth of any of City's Facilities located in the License Area and shall forward such information to City. Licensee shall install above-ground markers identifying the location of any underground Licensee Facilities installed pursuant to this License. The location, type, and installation of markers and identifying information on the markers shall be subject to the SFPUC's prior written approval.

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

(j) **Responsibility for Maintenance of Facilities.** Licensee shall be solely responsible for repairing and maintaining all Licensee Facilities placed in or on the License Area pursuant to this License in good and safe condition, and City shall have no duty whatsoever for any repair or maintenance of the License Area or any such Licensee Facilities. Licensee shall notify City in writing not less than five (5) days before performing any material repair or maintenance work (defined as any repair or maintenance that exceeds routine and regularly scheduled work performed by Licensee necessary to keep Licensee Facilities in good repair and operating condition) in the License Area, except in the case of an emergency when Licensee shall notify City telephonically and in writing as soon as reasonably possible. Licensee acknowledges that no work that contemplates any excavation on or about the License Area, including material repair or maintenance work, shall occur without City's prior written approval, which City may withhold at its sole discretion.

(k) **Revocability.** The installation of existing or future Licensee Facilities by Licensee, regardless of cost, shall not in any way whatsoever limit City's right to revoke this License pursuant to its terms or any of City's other rights under this License.

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

(m) **Cathodic and Other Protection.** City may adopt from time to time such rules and regulations with regard to the Licensee Facilities and operations under this License as City may determine are necessary or appropriate, at City's sole discretion, to safeguard against corrosion of, or other damage to, City's Facilities. Upon receipt of a copy of such rules and regulations, Licensee shall immediately comply with them.

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

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

(b) **Trees and Other Plantings.** Except as otherwise expressly provided in this License, Licensee shall not plant any trees or other vegetation in or on the License Area, except in accordance with detailed plans consistent with the SFPUC's vegetation management policy and as approved by the SFPUC in writing in advance.

(c) **Dumping.** Licensee shall not cause or permit the dumping or other disposal in, on, under, or about the License Area of landfill, refuse, Hazardous Material (defined in Section 7(d) [Hazardous Material] below) or any other materials, including materials that are unsightly or could pose a hazard to the human health or safety, native vegetation or wildlife, or the environment.

(d) **Hazardous Material.** Licensee shall not cause, nor shall Licensee allow any of its Agents or Invitees (defined in Section 20 [Indemnity] below) to cause, any Hazardous Material to be brought upon, kept, used, stored, generated, released, or disposed of in, on, under, or about the License Area, or transported to, from, or over the License Area. Licensee shall immediately notify City when Licensee learns of, or has reason to believe that, a release of Hazardous Material has occurred in, on, under, or about the License Area. Licensee shall further comply with all laws, statutes, ordinances, rules, regulations, policies, orders, edicts, and the like (collectively, "Laws") requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary or desirable to mitigate the release or minimize the spread of contamination. If Licensee or its Agents or Invitees cause a release of Hazardous Material, Licensee shall promptly return the License Area to the condition immediately prior to the release without cost to City and in accordance with all Laws and using commonly accepted, effective practices to remediate and mitigate the release. In connection with any such release, Licensee shall afford City a full opportunity to negotiate and participate in any discussion with governmental agencies and environmental consultants regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Material, and any other abatement or clean-up plan, strategy, and procedure. For

purposes of this License, "**Hazardous Material**" means material that, because of its quantity, concentration, or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state, or local governmental authority to pose a present or potential hazard to public health, welfare, or the environment. Hazardous Material includes the following: any material or substance defined as a "hazardous substance, pollutant, or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 *et seq.*, or pursuant to Section 25316 of the California Health & Safety Code or any other federal, state, or local Law; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials in the License Area; and any petroleum, including crude oil or any crude-oil fraction, natural gas, or natural gas liquids, provided, the foregoing shall not prohibit Licensee from traversing to, from, and across the License Area in standard motor vehicles that do not exceed the weight limitations set forth below. The term "**release**" or "**threatened release**" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under, or about the License Area.

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

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

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

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

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

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

(ii) The effects of vehicle and equipment loads to City's pipelines or other of City's Facilities must not exceed the effects of the "AASHTO Standard H-10 Loading." H-10 loading is defined as loading caused by a two-axle truck with a gross weight of ten tons (20,000 lbs.), axles fourteen feet (14') apart, and rear axle carrying 8-tons (16,000 lbs.). Licensee shall be responsible for providing the SFPUC with adequate evidence that Licensee's equipment and vehicles meet the foregoing requirements.

(iii) Licensee shall not use vibrating compaction equipment without the SFPUC's prior written approval, which approval may be withheld at the SFPUC's sole discretion.

(iv) If the depth of the soil cover over any of City's Facilities (determined by potholing or other proof procedure) is less than the minimum stated in Subsection (i) above, unless an alternate method is approved by the SFPUC in writing, all excavation and grading over any of City's Facilities shall be performed manually. For any machinery equipment excavation and grading over and within twenty feet (20') on each side of the centerline of any of City's pipelines (measured on the surface), Licensee shall submit a written proposal together with all supporting calculations and data to the SFPUC for review and approval. In any case, the two feet (2') of soil around any City pipeline or other of City's Facilities shall be removed manually or by other methods approved by the SFPUC with due care as provided in Section 6(d) [Exercise of Due Care] above.

8. License Fee(s). Intentionally Omitted.

9. Insurance.

(a) Licensee shall procure and keep in effect at all times during the term of this License, at Licensee's expense, and cause its contractors and subcontractors engaged to perform any work permitted by this License on or about the License Area ("**Licensee Contractors**") to maintain at all times during any construction activities on or about the License Area, insurance as follows: (i) Commercial General Liability Insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence combined single limit for bodily injury and property damage, including coverages for contractual liability, personal injury, independent contractors, explosion, collapse and underground (XCU), Broadform Property Damage, Sudden and Accidental Pollution, Products Liability, and Completed Operations; (ii) Business Automobile Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for bodily injury and property damage, including coverages for owned, non-owned, and hired automobiles, as applicable, if Licensee uses or causes to be used any vehicles in connection with its use of the License Area, and (iii) Workers' Compensation Insurance, including employer's liability coverage with limits of not less than One Million Dollars (\$1,000,000) each accident.

In lieu of the foregoing insurance required of Licensee (but not in lieu of insurance to be provided by Licensee Contractors), Licensee can elect to self-insure, to the extent permitted by applicable law, by providing City adequate evidence acceptable to City of its self-insurance program. If Licensee elects to self-insure, on or before the Commencement Date and upon written request by the SFPUC, within thirty (30) days of the commencement of each year thereafter, Licensee shall submit to the SFPUC a certificate of self-insurance signed by a duly authorized representative of Licensee, such certificate evidencing that Licensee's self-insurance program is adequately funded, in full force and effect, and in compliance with and subject to all the terms, agreements, covenants, conditions, and provisions of this License. Licensee shall give the SFPUC written notice of any significant change in or the depletion of its self-insurance fund. If, in City's judgment, any such change or depletion results in Licensee's inability to adequately cover the risks resulting from the activities permitted on the License Area by this License through its self-insurance program, City may require Licensee to obtain promptly the insurance



coverages required by this License or, if such insurance is not so obtained, terminate this License by delivery of notice to Licensee.

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

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

(b) All policies required by this License shall be effected by valid and enforceable policies issued by insurers of recognized responsibility and reasonably approved by City and provide for the following: (i) name as additional insureds the City and County of San Francisco, its Public Utilities Commission, and their respective officers, agents, and employees; (ii) specify that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this License and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limit of liability, and (iii) include a waiver of subrogation endorsement or provision whereby the insurer acknowledges acceptance of Licensee's or a Licensee Contractor's waiver of claims against City. Such policies shall also provide for severability of interests and that an act or omission of one of the named insureds that would void or otherwise reduce coverage shall not reduce or void the coverage as to any insured, and shall afford coverage for all claims based on acts, omissions, injury, or damage that occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period. Sudden and accidental pollution coverage in the liability policies required by this License shall be limited to losses resulting from Licensee's activities (and Licensee's Agents, and Invitees) or Licensee Contractors' activities (as applicable) under this License (excluding nonnegligent aggravation of existing conditions with respect to Hazardous Material).

(c) All insurance policies required to be maintained by Licensee or any Licensee Contractor by this License shall be endorsed to provide thirty (30) days' prior written notice to City of cancellation for any reason, intended non-renewal or reduction in coverage. Notice to City shall be mailed to the address(es) for City set forth in Section 30 [Notices] below.

(d) Unless Licensee elects to self-insure in compliance with the provisions of Subsection (a) above, prior to the Commencement Date of this License, Licensee shall deliver to City certificates of insurance and additional insured policy endorsements from insurers in a form satisfactory to City, evidencing the coverages required by this License, together with complete copies of the policies at City's request. At least five (5) business days prior to the commencement of any work permitted by this License on or about the License Area by any Licensee Contractor, Licensee shall deliver, or cause to be delivered, to City certificates of insurance and additional insured policy endorsements from insurers in a form satisfactory to City, evidencing the coverages required by this License. If Licensee shall fail to procure, or cause the procurement of, such insurance, or to deliver, or cause the delivery of, such policies or certificates, at its option, City may procure the same for the account of Licensee, and any resulting costs shall be paid to City within five (5) days after delivery to Licensee of bills therefor.

(e) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense

costs be included in such general annual aggregate limit, such general aggregate limit shall double the occurrence or claims limits specified above.

(f) Should any of the required insurance be provided under a claims-made form, Licensee shall maintain, or cause its Licensee Contractors to maintain, such coverage continuously throughout the term of this License and, without lapse, for a period of three (3) years beyond the License expiration or termination, to the effect that should any occurrences during the License term give rise to claims made after expiration or termination of the License, such claims shall be covered by such claims-made policies.

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

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

**10. Compliance with Laws.** At its expense, Licensee shall conduct and cause to be conducted all activities on the License Area allowed under this License in a safe and reasonable manner and in compliance with all Laws of any governmental or other regulatory entity (including the Americans with Disabilities Act) and all covenants, restrictions, and provisions of record, whether presently in effect or subsequently adopted and whether or not in the contemplation of the parties. At its sole expense, Licensee shall procure and maintain in force at all times during its use of the License Area any and all business and other licenses or approvals necessary to conduct the activities allowed under this License. Licensee understands and agrees that City is entering into this License in its capacity as a property owner with a proprietary interest in the License Area and not as a regulatory agency with police powers. No approval by City for purposes of this License shall be deemed to constitute approval of any federal, state, City, or other local regulatory authority with jurisdiction, and nothing in this License shall limit Licensee's obligation to obtain all such regulatory approvals at Licensee's sole cost, or limit in any way City's exercise of its police powers.

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

**12. Monuments.**

(a) By its execution and delivery of this License, Licensee acknowledges that the monuments shown on the attached Schedule B, if any, are in place and in good condition. During the installation by or on behalf of Licensee of any Licensee Facilities or improvements permitted by this License and at all times during Licensee's use of the License Area, Licensee shall protect and safeguard City's monuments. Licensee shall promptly notify City in the event Licensee becomes aware of any change in the condition of City's monuments, regardless of the cause of such change.

(b) If Licensee damages a monument necessitating resurvey, repair, or replacement, as determined by City at its sole discretion, at its sole cost, Licensee shall survey, file a land surveyor's map in the County Office, and install a replacement monument within thirty (30) days of completion of work authorized under this License, all to City's satisfaction. A recorded surveyor's map shall be furnished by Licensee to the SFPUC for its records.

(c) During the term of this License, City may replace missing monuments or install new monuments. City shall give Licensee written notice if City replaces missing monuments or installs new monuments. Upon receipt of such notice, Licensee shall assume the protection and replacement responsibilities set forth in this License.

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

**14. Interruption or Disruption of License Area.** Without limiting City's rights under this License, if Licensee's use of the License Area is interrupted or disrupted for any reason, including in connection with any City request for the removal or alteration of Licensee Facilities located on the License Area pursuant to Section 13 [Removal or Alteration of Facilities] above, at Licensee's sole cost, Licensee shall be responsible for: (a) any and all costs of alteration, removal, and/or restoration of Licensee's improvements to a condition similar to that which existed prior to such interruption, disruption, alteration, or removal, and (b) the implementation or satisfaction of any mitigation measures or obligations that may arise under applicable law, including the California Environmental Quality Act ("CEQA"), related to any interruption or disruption of Licensee's use of the License Area. City will not be responsible for mitigation of any potential recreational use impacts or other impacts associated with any interruption or disruption of use of the License Area, or any costs related thereto. If Licensee fails to promptly perform its obligations under this Section, at its sole option, City may elect to terminate this License immediately upon written notice, or to exercise any and all other rights or remedies available to City under this License or at law, including the rights set forth in Section 18 [City's Right to Cure Defaults by Licensee] below.

City would not be willing to give this License in the absence of Licensee's assurances under this Section 14, and Licensee expressly assumes any and all liability or obligations that may arise under this Section 14.

**15. Signs.** Licensee shall not place, erect, or maintain any sign, advertisement, banner, or similar object in, on, or about the License Area without City's prior written consent, which City may withhold at its sole discretion; provided, however, Licensee may place in the License Area a temporary sign of less than thirty (30) days' duration that is necessary for Licensee's

construction use and that does not extend below the ground surface without City's prior written consent.

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

17. **Repair of Damage.** If any portion of the License Area or any City property located on or about the License Area is damaged or threatened by any of the activities conducted by Licensee or anyone acting by or through Licensee under this License, at its sole cost, Licensee shall immediately notify City by telephone to the SFPUC's dispatch operator at (650) 872-5900 of such damage or threat. City may, but shall not be obligated to, remedy such damage or threat at Licensee's sole cost, or City may elect to witness Licensee's repair work. If City elects not to remedy such damage or threat, Licensee shall repair any and all such damage and restore the License Area or property to its previous condition subject to City's inspection, review, and approval. City has no responsibility or liability of any kind with respect to any utilities that may be on, in, or under the License Area. Licensee has the sole responsibility to locate such utilities and other existing facilities and protect them from damage. Licensee shall be solely responsible for arranging and paying directly for any utilities or services necessary for its activities under this License; provided, Licensee shall obtain City's prior written approval to the provision of such services or utilities in, on, under, or through the License Area.

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

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

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

Invitees, (d) any release or discharge, or threatened release or discharge, of any Hazardous Material caused or allowed by Licensee, its Agents, or Invitees, on, in, under, or about the License Area, any improvements or into the environment, or (e) any failure by Licensee to faithfully observe or perform any terms, covenants, or conditions of the Recorded Documents or this License to the extent that such terms, covenants, or conditions relate to or are triggered by the work to be performed or the Licensee Facilities to be installed pursuant to this License; except solely to the extent of Claims resulting directly from the gross negligence or willful misconduct of City or City's authorized representatives. In addition to Licensee's obligation to indemnify City, Licensee specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim that actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent, or false, which obligation arises at the time such claim is tendered to Licensee by City and continues at all times thereafter. The foregoing indemnity shall include reasonable attorneys', experts' and consultants' fees and costs, investigation and remediation costs, and all other reasonable costs and expenses incurred by the indemnified parties, including damages for decrease in the value of the License Area and claims for damages or decreases in the value of adjoining property. Licensee's obligations under this Section shall survive the expiration or other termination of this License.

**21. Waiver of Claims.**

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

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

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

(d) Licensee expressly acknowledges and agrees that any fees or costs payable by Licensee under this License do not take into account any of City's potential liability for any consequential or incidental damages including lost profits arising out of disruption to the Licensee Facilities or Licensee's uses permitted under this License. City would not be willing to give this License in the absence of a waiver of liability for consequential or incidental damages resulting from the acts or omissions of City or its Agents, and Licensee expressly assumes the risk with respect thereto. Accordingly, without limiting any indemnification obligations of Licensee or other waivers contained in this License and as a material part of the consideration for this License, Licensee fully RELEASES, WAIVES, AND DISCHARGES forever any and all claims, demands, rights, and causes of action against for consequential and incidental damages

including lost profits and covenants not to sue for such damages, City, its departments, commissions, officers, directors, and employees, and all persons acting by, through or under each of them, arising out of this License or the uses authorized under this License, including any interference with uses conducted by Licensee pursuant to this License, regardless of the cause, and whether or not resulting from the negligence of City or its Agents, except for the gross negligence and willful misconduct of City or its Agents.

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

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

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

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

## **22. As Is Condition of License Area; Disclaimer of Representations; CASp Disclosure.**

(a) Licensee accepts the License Area in its "AS IS" condition, without representation or warranty of any kind by City, its officers, agents, or employees, and subject to all applicable laws, rules and ordinances governing the use of the License Area. Without limiting the foregoing, this License is made subject to any and all existing and future covenants, conditions, restrictions, easements, encumbrances, and other title matters affecting the License Area, whether foreseen or unforeseen, and whether such matters are of record or would be disclosed by an accurate inspection or survey.

(b) California law requires commercial property owners to disclose on every rental agreement whether the property being rented has undergone inspection by a Certified Access Specialist ("CASp") to determine whether the property meets all applicable construction-related accessibility standards pursuant to California Civil Code Section 55.53.

The law does not require owners to have the inspections performed. Pursuant to California Civil Code Section 1938, Licensee is hereby advised that the License Area has not been inspected by a CASp.

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

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

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

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

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

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

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

(a) Licensee recognizes and understands that this License may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on such interest. Licensee further recognizes and understands that any transfer or assignment permitted under this License and any exercise of any option to renew or extend this License may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created pursuant to this License.

(b) Licensee shall pay taxes of any kind, including possessory interest taxes, that may be lawfully assessed on the interest hereby created and to pay all other taxes, excises, licenses, permit charges, and assessments based on Licensee's usage of the License Area that may be imposed upon Licensee by law, all of which shall be paid when the same become due and payable and before delinquency.

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

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

City or the SFPUC: Real Estate Services Division  
San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 10<sup>th</sup> Floor  
San Francisco, California 94102  
Attn: Real Estate Director  
Re: Klein Park P3626A

Licensee: City of Mountain View  
500 Castro Street  
Mountain View, California 94039-7540  
Attn: Real Property Program Administrator  
Re: Klein Park P3626A

A properly addressed notice transmitted by one of the foregoing methods shall be deemed received upon confirmed delivery, attempted delivery, or rejected delivery. Neither party may give official or binding notice by facsimile or e-mail.

31. **Prohibition of Tobacco Sales and Advertising.** No advertising of cigarettes or tobacco products is allowed on the License Area. This advertising prohibition includes the placement of the name of a company producing, selling, or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This advertising prohibition does not apply to any advertisement sponsored by a state, local, nonprofit, or other entity designed to (a) communicate the health hazards of cigarettes and tobacco products, or (b) encourage people not to smoke or to stop smoking.

32. **Prohibition of Alcoholic Beverage Advertising.** No advertising of alcoholic beverages is allowed on the License Area. For purposes of this Section, "alcoholic beverage" shall be defined as set forth in California Business and Professions Code Section 23004, and shall not include cleaning solutions, medical supplies and other products and substances not intended for drinking. This advertising prohibition includes the placement of the name of a company producing, selling, or distributing alcoholic beverages or the name of any alcoholic beverage in any promotion of any event or product. This advertising prohibition does not apply to any advertisement sponsored by a state, local, nonprofit, or other entity designed to (a) communicate the health hazards of alcoholic beverages, (b) encourage people not to drink alcohol or to stop drinking alcohol, or (c) provide or publicize drug or alcohol treatment or rehabilitation services.

33. **Pesticide Prohibition.** Licensee shall comply with the provisions of Section 308 of Chapter 3 of the San Francisco Environment Code (the "Pesticide Ordinance") that (a) prohibit the use of certain pesticides on City property, (b) require the posting of certain notices and the maintenance of certain records regarding pesticide usage and (c) require Licensee to submit to the SFPUC an integrated pest management ("IPM") plan that (i) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Licensee may need to apply to the License Area during the term of this License, (ii) describes the steps Licensee will take to meet City's IPM Policy described in Section 300 of the Pesticide Ordinance, and (iii) identifies, by name, title, address, and telephone number, an individual to act as the Licensee's primary IPM contact person with City. In addition, Licensee shall comply with Sections 303(a) and 303(b) of the Pesticide Ordinance.



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

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

36. **Food Service and Packaging Waste Reduction.** In the performance of this License, Licensee shall comply fully with and be bound by all applicable provisions of the Food Service and Packaging Waste Reduction Ordinance, as set forth in the San Francisco Environment Code, Chapter 16, including the remedies provided therein, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated into this License by reference and made a part of this License as though fully set forth in this License. Accordingly, Licensee acknowledges that City contractors and lessees may not use Disposable Food Service Ware that contains Polystyrene Foam in City buildings or structures and while performing under a City contract or lease, and shall instead use suitable Biodegradable/Compostable or Recyclable Disposable Food Service Ware. This provision is a material term of this License.

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

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

39. **General Provisions.** (a) This License may be amended or modified only by a writing signed by City and Licensee. (b) No waiver by any party of any of the provisions of this License shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. No waiver shall be deemed a subsequent or continuing waiver of the same, or any other, provision of this License. (c) Except as expressly provided to the contrary, all approvals, consents, and determinations to be made by City under this License may be made at City's sole and absolute discretion. (d) This instrument (including any attached Exhibits or Schedule(s)) contains the entire agreement between the parties regarding the use or occupancy of the Licensed Area by Licensee and all prior written or oral negotiations, discussions, understandings, and agreements are merged in this License. (e) The section and other headings of this License are for convenience of reference only and shall be disregarded in the interpretation of this License. (f) Time is of the essence in all matters relating to this License. (g) This License shall be governed by California law and City's Charter. (h) If either party commences an action against the other or a dispute arises under this License,

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

*(SIGNATURES ON FOLLOWING PAGE)*

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

**LICENSEE:**

**CITY OF MOUNTAIN VIEW,**  
a municipal corporation

By: *Richard S. Rosenberg*  
Its: *Asst. City Manager*  
Date: *4/17/19*

**CITY:**

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

By: *HARLAN L. KELLY, JR.*  
General Manager  
San Francisco Public Utilities Commission

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

**APPROVED AS TO FORM:**

**DENNIS J. HERRERA**  
City Attorney

By: Richard Handel, Deputy City Attorney

APPROVED AS TO FORM  
*Richard Handel*  
Sr. Asst. CITY ATTORNEY

Authorized by  
**San Francisco Public Utilities Commission**

Resolution No. \_\_\_\_\_

Adopted: \_\_\_\_\_

Attested: \_\_\_\_\_

Secretary  
San Francisco Public Utilities Commission

## **SCHEDULE A**

### **Description of License Area**

All that certain real property located in Santa Clara County, California, described as follows:

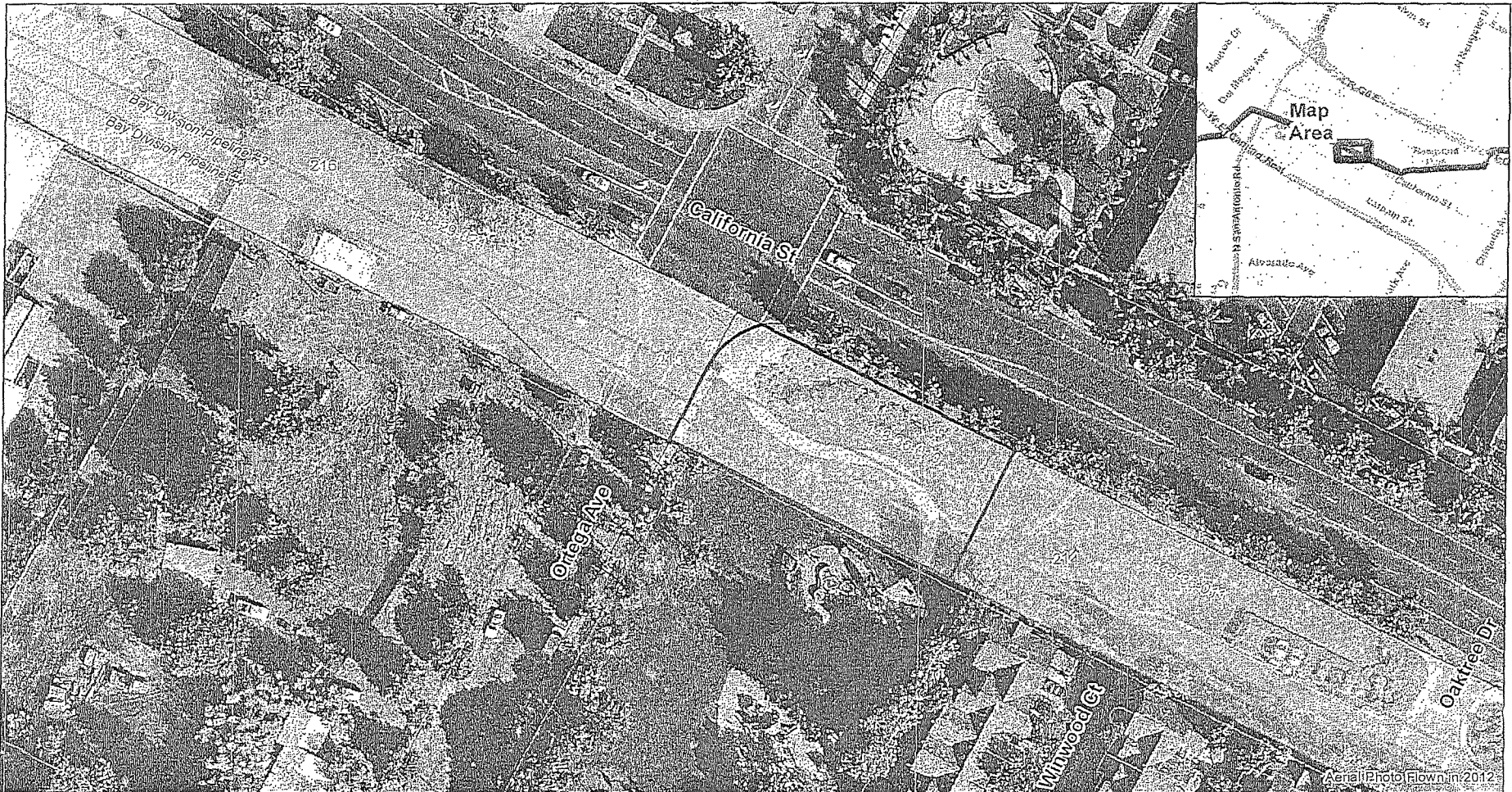
An approximately 13,504 square-foot portion of SFPUC Parcel 214, according to the SFPUC's records and as shown on Drawing No. 3626A attached as **Schedule B** and made a part of this License, commonly known as Klein Park on California Street and Ortega Avenue in Santa Clara County, in the City of Mountain View, California.






**SCHEDULE B**

**Drawing No. 3626A**

*(See attached)*

# Drawing No. 3626A

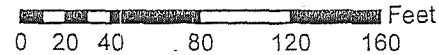


-  License Area
-  SFPUC land (in fee)
-  Tax Assessor Parcel
-  SFPUC Pipeline
-  Easement / other right to SFPUC

The City does not guarantee that the information is accurate or complete. The City is not responsible for any damages arising from the use of data. Users should verify the information before making project commitments. This map shows the approximate limits of the licensed area and estimated pipeline locations, and will not be exact.



Scale 1:944



Approx. Location: 37.401036 (lat)  
-122.103813 (long)



Hetch Hetchy  
Regional Water System  
Real Estate Services

**Klein Park**  
License #: P3626A

SFPUC Parcel #: 214 (portion of)  
APN: 148-36-010

Author: Joel Mandella Date 12/27/2016

**SCHEDULE C**

**Deed**

*(See attached)*



Par. 214  
B-674

3.85

202102 sja

D E E D

S.J.A. #202102

BOOK 2252 PAGE 569

FILED FOR RECORD  
AT REQUEST OF  
JUL 20 11 36 A 1951  
OFFICIAL RECORDS  
SANTA CLARA COUNTY  
RECORDED  
14

BOOK 2252 PAGE 569

SATOSHI TSUNODA, the First party, hereinafter referred to  
as the Grantor, hereby grants to CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation, the second party, hereinafter referred to  
as the City, the following described real property situated in the  
County of Santa Clara, State of California:

A strip of land 80 feet wide, lying 40 feet either side  
of the following described line and extensions thereto,  
across that certain parcel of land conveyed by F. L.  
Bennetts, et ux, to William P. Wright et ux, by joint  
tenancy deed dated August 16, 1943 and recorded August 16,  
1943 in Volume 1155 of Official Records, Santa Clara  
County, at page 176, hereinafter referred to as the Wright  
Parcel; said line being more particularly described as fol-  
lows:

COMMENCING at a point in the common boundary between the  
above mentioned Wright Parcel and that certain parcel of  
land conveyed by A. B. Dunn to Jasper Y. Burns by Deed  
dated March 21, 1922 and recorded March 21, 1922 in Book  
550 of Deeds, page 296, records of Santa Clara County,  
hereinafter referred to as the Burns Parcel; said point  
being distant along said common boundary, South 26° 18'  
30" West 101.11 feet from the most Northerly corner of  
the above mentioned Burns Parcel; thence, from said point  
of commencement North 63° 51' 45" West 706.71 feet to a  
point in the Easterly boundary of the existing Ortega  
Avenue (formerly known as Calderon Avenue) distant thereon  
South 26° 15' 15" West 101.08 feet from its intersection  
with the Northerly boundary of the above mentioned Wright  
Parcel; thence continuing N. 63° 51' 45" W., 20.0 feet,  
more or less, to the center line of Ortega Avenue, the  
Easterly end of said strip being the common boundary be-  
tween said Burns and Wright Parcels and the Westerly end  
of said strip being the said center line of Ortega Avenue.  
Containing 1.298 acres. (excluding the area in the street)

Also the right of ingress to and egress from said parcel of  
real property across adjacent lands of the Grantor over any  
available private roadway or over such route as may be agreed  
upon, the right to cut any and all existing fences and to install  
gates therein at such points as may be necessary for the conveni-  
ence of the City in the use of said parcel of real property, and



the right to protect pipes and other structures or improvements of the City by means of fences or otherwise; provided, however, that the City shall not construct any other fences upon or with respect to said parcel of real property without the consent of the Grantor. If the City should damage the Grantor's roads or fences, the City shall, at its own expense, repair such damage.

THIS DEED IS MADE SUBJECT TO THE FOREGOING AND THE FOLLOWING COVENANTS:

1. The Grantor is permitted the right to plant, cultivate, irrigate, harvest and retain crops from the parcel of land herein described, and to use said land for pasturage, until such time as the City requires said land for construction purposes, and thereafter to cultivate, plant, irrigate, harvest and retain crops from, and to use for pasturage, such parts of said parcel of land as are not actually needed by the City for the construction, maintenance, repair, operation, renewal and replacement of its aqueduct pipe lines and other structures or improvements, appurtenances and appliances; provided, that the Grantor shall not plant any trees on said above described parcel of real property.

2. The Grantor is permitted the right to construct, maintain, use, repair, replace and renew, over and across said parcel of land, (but not along in the direction of the City's pipe line or lines), fences, roads, streets, earth fills, sewers, water pipes, gas pipes, electric power lines, telephone lines, telegraph lines; provided, however, that the locations and grades of such improvements and structures of the Grantor, and the amount of any earth fill, proposed to be placed on said parcel of real property by the Grantor, shall first be approved by the City's Public Utilities Commission; provided further, that the Grantor shall not use said parcel of land, or permit the same to be used, for any purpose or in any manner which will interfere with, damage,

or endanger in any way any aqueduct pipe lines, and other structures and improvements, appurtenances or appliances of the City. The Grantor shall install gates in any additional fences which he may construct across said parcel of real property sufficient in width to allow passage of trucks and other equipment.

3. After installation of the City's first pipe line, the City's Public Utilities Commission shall give the Grantor at least six months' written notice before commencing construction of any additional aqueduct pipe lines, utilities, and other structures or improvements on said parcel of real property.

4. All notices to be given between the parties hereto shall be in writing and served personally or by depositing the same in the United States mail, postage prepaid and addressed to City at the office of its Manager of Utilities, City Hall, San Francisco, California; and to Grantor at 395 Ortega Avenue, Mountain View, California, and the said notice shall be binding upon any successor in interest of the Grantor unless the City is notified in writing of the address of said successor in interest, in which case said notice of the City is to be sent thereto.

5. The tops of all of City's pipe lines and conduits shall be laid below the surface of the ground and covered to a depth of not less than 24 inches, excepting pipe line appurtenances which may be constructed flush with or above the surface of the ground.

## STATE OF CALIFORNIA

County of Santa ClaraOn this 14<sup>th</sup> day of July in the year one thousand nine hundred and fifty onebefore me, Ralph L. Lantis

a Notary Public in and for the

County of Santa Clara, State of California, residing therein, duly commissioned and sworn, personally appeared Satoshi Isumidaknown to me to be the person whose name as subscribed to the within instrument and acknowledged to me that he executed the same.IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the Santa Clara county of Santa Clara the day and year in this certificate first above written.Ralph L. Lantis

Notary Public in and for the

County of Santa Clara, State of California, My Commission Expires 3/27/54

LAND PURCHASE--BAY DIVISION PIPE  
LINE NO. 3.

Resolution No. 11169  
(Series of 1939)

RESOLVED, in accordance with the written offer on file in the office of the Director of Property and the recommendation of the Public Utilities Commission, that the City and County of San Francisco, a municipal corporation, accept a deed from Satochi Tanoda, or the legal owner, to the following described parcel of land in Santa Clara County, California, required for the Bay Division Pipe Line No. 3, and that the sum of \$5,200.00 be paid for said land property from Appropriation No. 98,850.00:

A strip of land 80 feet wide, lying 45 feet either side of the following described line and extensions thereto, across that certain parcel of land conveyed by E. L. Hennells et al. to Tenantry Deed dated August 16, 1943, and recorded August 16, 1943, in Volume 1155 at page 178, Official Records Santa Clara County, hereinafter referred to as the Wright Parcel; said line being more particularly described as COMMENCING at a point in the easterly boundary of Office Avenue distant thereon S. 29° 16' 15" W. 121.08 feet from the most northerly corner of said Wright Parcel; thence from said point of commencement S. 27° 57' 48" E. 101.81 feet to the easterly boundary of said Wright Parcel; CONTAINING 1.368 acres.

The City Attorney shall examine and approve the title of said property.

I hereby certify that the foregoing resolution was adopted by the Board of Supervisors of the City and County of San Francisco at its meeting of May 21, 1951.

ROBERT J. DOLAN, Acting Clerk.  
Approved, MAY 24, 1951.  
ELMER E. ROBINSON, Mayor.

STATE OF CALIFORNIA }  
City and County of San Francisco } ss.

CLERK'S CERTIFICATE

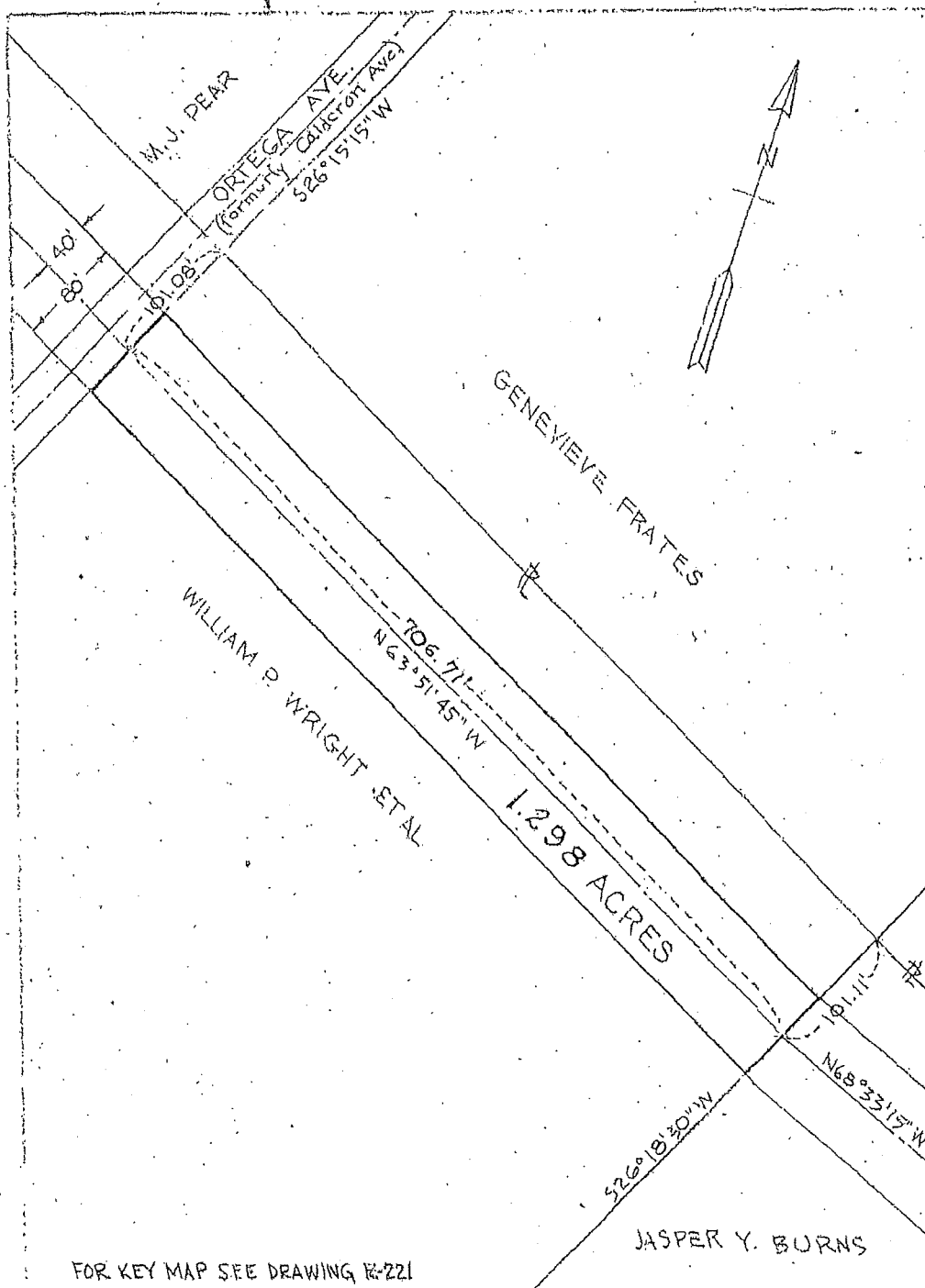
I, Robert J. Dolan, Acting Clerk of the Board of Supervisors of the City and County of San Francisco, do hereby certify

that the annexed Resolution No. 11169 (Series of 1939) is a full, true and correct copy of the original thereof on file in the office of the Clerk of the Board of Supervisors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City and County this 11th day of June, 1951

Acting

Robert J. Dolan  
Clerk of the Board of Supervisors, City and County of San Francisco



FOR KEY MAP SEE DRAWING R-221

CITY AND COUNTY OF SAN FRANCISCO  
PUBLIC UTILITIES COMMISSION  
SAN FRANCISCO WATER DEPARTMENT

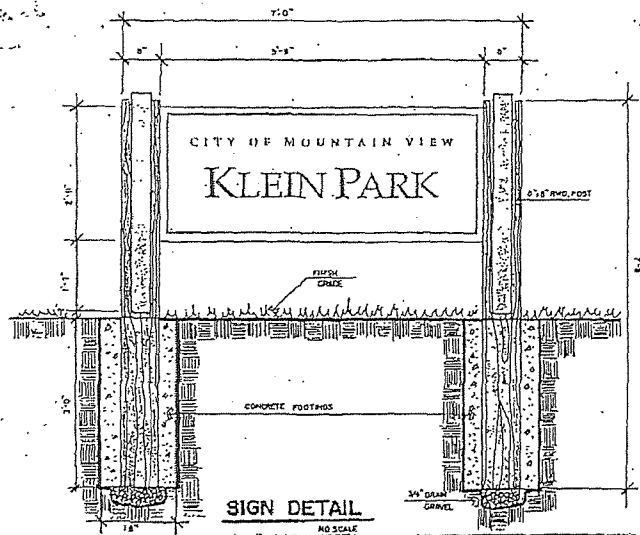
BAY DIVISION PIPE LINE NO. 3  
PARCEL NO. 214  
SANTA CLARA COUNTY

APPROVED	SCALE 1" = 100'	BY A.F.	DR	DRAWING NO.
APPROVED		TR. J.D.	CH. D.I.	B-674
GENERAL MANAGER AND CHIEF ENGINEER		DATE 7-9-48	REVISED 4-7-49	

**SCHEDULE D**

**Approved Plans and Specifications**

*(See attached)*



#### Klein Park Monument Sign Specifications

Main panel to be fabricated from fully air-dried clear heart, vertical grain redwood and must have been air-dried for a minimum of 3 1/2 years; use of green lumber that results in severe checking will not be accepted. Finish size is approximately 3 1/2" x 28 1/2" x 69"

\*Wrap around 2" x 4" stock also to be vertical grain.

8"x8" posts (extending 36" into the ground) also to be vertical grain and must have been air-dried for a minimum of 3 1/2 years; use of green lumber that results in severe checking will not be accepted.

Border and "Klein Park" copy to be engraved exactly as per provided artwork to a depth of 3/16"; "City of Mountain View" copy to be engraved to a depth of 3/32"; Typeface: Palatino

Border and copy to be painted with a stain blocking primer and 2 top coats of oil base enamel. Copy to be painted white (color sample to be submitted for approval)

2" x 4"s that "wrap around" 8"x8"s are to be attached with splines or blind dowels and Weldwood Resorcinol—a waterproof glue; exposed fasteners or putty filled holes will not be accepted. 2" x 4"s to be stain a lighter color than 8"x8"s.

8"x8"s to be attached to main panel with four 1/2" x 14" lag screws—2 per post; upper screw hole on each post must be slotted vertically (1/2" more than original hole in both directions) to allow for the expansion/contraction of main panel.

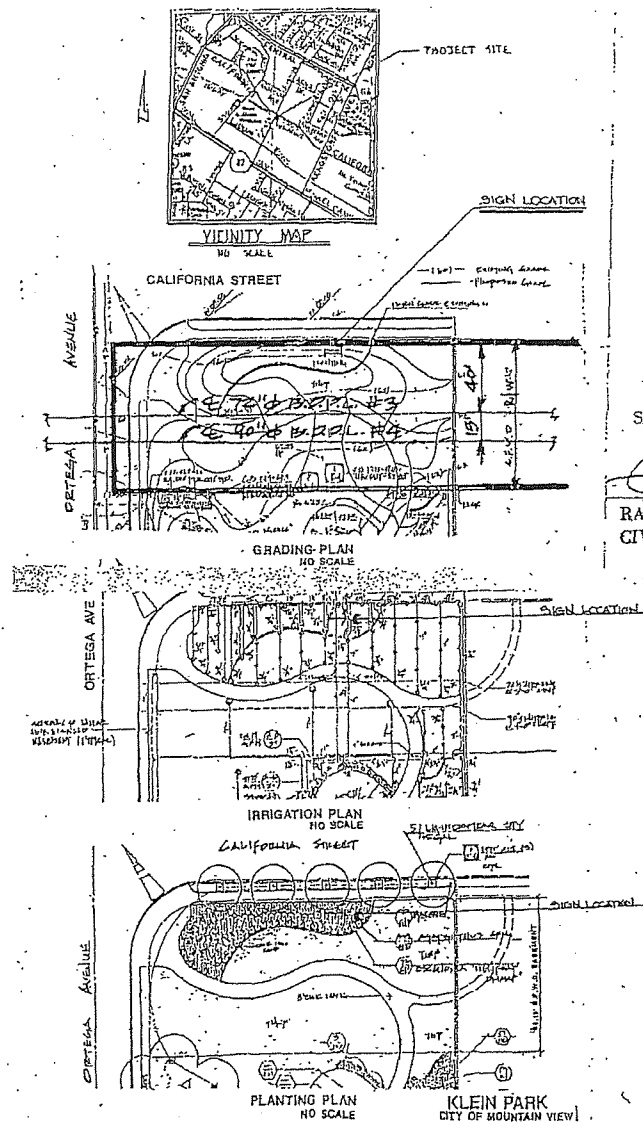
Lag screws to be countersunk approximately 3/4"; resulting holes are to be plugged with matching redwood grain plugs, sanded flush and stained to match posts.

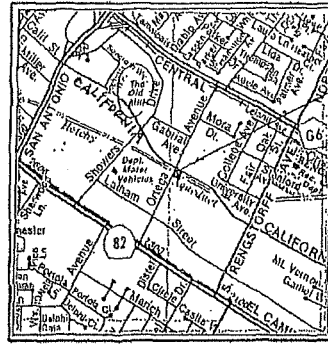
All exposed edges are to be eased to 1/8" radius.

All components are to be sanded to a minimum of 160 grit.

All wood to be sealed and stained with 2 coats of Olympic brand semi-transparent oil base stain. Stain colors to be Olympic 913 and 708.

12-18-89 MZR



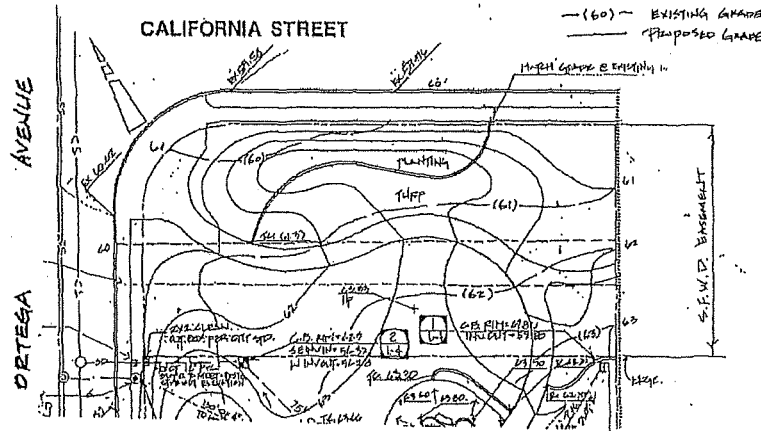


PROJECT SITE

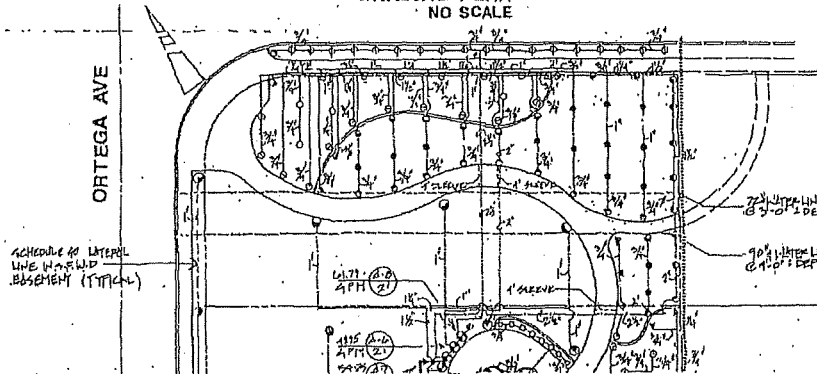
APPROVED DRAWING FOR  
SAN FRANCISCO WATER DEPT.  
LAND USE

*Mickey Heo* 2/16/89  
MICKEY HEO DATE  
CIVIL ENGINEER

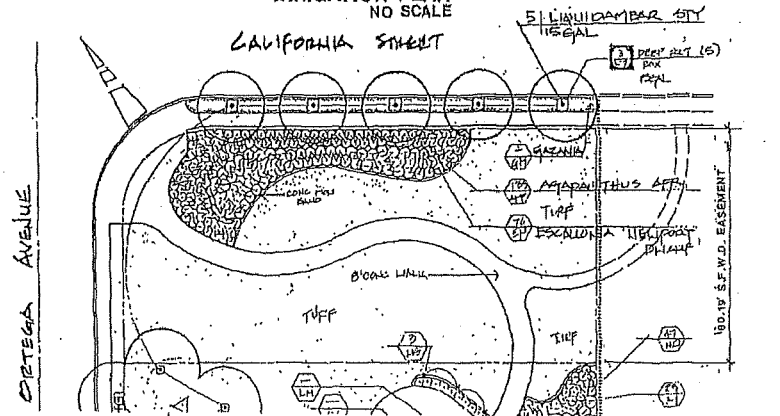
VICINITY MAP  
NO SCALE



GRADING PLAN  
NO SCALE



IRRIGATION PLAN  
NO SCALE



PLANTING PLAN  
NO SCALE

KLEIN PARK  
CITY OF MOUNTAIN VIEW

**EXHIBIT G-3**

**Form of License for Rengstorff Park P2447A**

*[see attached]*



**SAN FRANCISCO PUBLIC UTILITIES COMMISSION  
REVOCABLE LICENSE**

**(License # P2447A-Rengstorff Park)  
(Supersedes and replaces former SFPUC Land Use Permit #P2447)**

**THIS REVOCABLE LICENSE** (this “License”) dated for reference purposes only as of \_\_\_\_\_, 2019, is made by and between the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (“City”), acting by and through its Public Utilities Commission (“SFPUC”), and the **CITY OF MOUNTAIN VIEW**, a municipal corporation (“Licensee”).

City and Licensee agree as follows:

1. **License.** City confers to Licensee a revocable, personal, non-exclusive, and non-possessory privilege to enter upon and use that certain real property owned by City situated in the County of Santa Clara, State of California, more particularly described in the attached **Schedule A** (the “License Area”), for the limited purpose and subject to the terms, conditions, and restrictions set forth below. The License Area is shown generally on Drawing No. 2447A attached as **Schedule B**. This License gives Licensee a license only and, notwithstanding anything to the contrary in this License, it does not constitute a grant by City of any ownership, leasehold, easement, or other property interest or estate whatsoever in any portion of the License Area. Nothing in this License shall be construed as granting or creating any franchise rights pursuant to any federal, state, or local laws.

THE PRIVILEGE GIVEN TO LICENSEE UNDER THIS LICENSE IS EFFECTIVE ONLY INsofar AS CITY’S RIGHTS IN THE LICENSE AREA ARE CONCERNED, AND LICENSEE SHALL OBTAIN ANY FURTHER PERMISSION NECESSARY BECAUSE OF ANY OTHER EXISTING RIGHTS AFFECTING THE LICENSE AREA. WITHOUT LIMITING THE FOREGOING, THIS LICENSE IS BEING ISSUED SUBJECT AND SUBORDINATE TO ALL OF THE TERMS AND CONDITIONS OF THAT CERTAIN DEED, DATED NOVEMBER 7, 1950, AND RECORDED IN BOOK 2127, PAGE 512, OF THE OFFICIAL RECORDS OF SANTA CLARA COUNTY, PURSUANT TO WHICH CITY ACQUIRED ITS INTEREST IN THE LICENSE AREA, A COPY OF WHICH IS ATTACHED TO THIS LICENSE AS **SCHEDULE C** (THE “DEED”), AND ALL OTHER EXISTING AND FUTURE DOCUMENTS AND INSTRUMENTS OF RECORD AFFECTING THE LICENSE AREA (COLLECTIVELY, WITH THE DEED, THE “**RECORDED DOCUMENTS**”). LICENSEE MUST SECURE ALL ADDITIONAL NECESSARY APPROVALS, LICENSES, AND CONSENTS, AND DELIVER ALL NECESSARY NOTICES, BEFORE COMMENCING WORK IN THE LICENSE AREA, INCLUDING ANY APPROVALS, LICENSES, CONSENTS, OR NOTICES REQUIRED FROM OR TO THE GRANTOR UNDER THE RECORDED DOCUMENTS. FOR CITY’S BENEFIT, LICENSEE COVENANTS AND AGREES THAT LICENSEE SHALL FULLY COMPLY WITH THE TERMS AND CONDITIONS OF THE RECORDED DOCUMENTS AND ANY OTHER RULES AND REGULATIONS PROMULGATED BY CITY AS THEY APPLY TO ANY WORK TO BE PERFORMED OR ANY LICENSEE FACILITIES (DEFINED IN SECTION 6 [INSTALLATION OF FACILITIES] BELOW) THAT WILL OR MAY BE INSTALLED ON OR WITHIN THE LICENSE AREA, AND CITY SHALL HAVE NO RESPONSIBILITY OR LIABILITY OF ANY KIND WITH RESPECT THERETO. LICENSEE ACKNOWLEDGES AND AGREES THAT NEITHER CITY NOR ANY OF ITS DEPARTMENTS, COMMISSIONS, OFFICERS, DIRECTORS, AND EMPLOYEES, AND ALL PERSONS ACTING BY, THROUGH, OR UNDER EACH OF THEM, HAVE MADE, AND CITY HEREBY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING TITLE, THE PRESENT OR FUTURE SUITABILITY OF THE LICENSE AREA FOR LICENSEE’S INTENDED WORK, THE LICENSEE FACILITIES, OR

USE, THE IMPACT OF ANY TERM OR CONDITION OF THE RECORDED DOCUMENTS ON LICENSEE'S RIGHTS UNDER THIS LICENSE, OR THE ABILITY TO OBTAIN OR DELIVER, OR THE PROCEDURE FOR OBTAINING OR DELIVERING, ANY NECESSARY APPROVALS, LICENSES, CONSENTS, OR NOTICES FROM OR TO THE GRANTOR UNDER THE RECORDED DOCUMENTS OR ANY OTHER PARTY WITH RESPECT TO ANY MATTERS CONTAINED IN THIS LICENSE.

2. **Supersession and Revocation.** Effective as of the Commencement Date (defined in Section 3 [Term of License] below), this License shall immediately supersede, replace, and revoke SFPUC Land Use Permit dated August 8, 1975 and denominated as P2447 ("P2447") and the terms and conditions of P2447 shall have no further force or effect. Any plans or approvals contained in P2447 that are not expressly incorporated by this License shall not be deemed approved or permitted. If the terms and conditions of P2447 conflict with the terms and conditions of this License, the terms and conditions of this License shall prevail.

3. **Term of License.** The privilege conferred to Licensee pursuant to this License shall commence on the date (the "**Commencement Date**") on which this License is executed and delivered by City following the SFPUC's authorization and approval and the receipt of all fees and security required to be provided under this License. The term of this License shall continue thereafter for an initial term of ten (10) years after the Commencement Date; provided that the term may terminate (a) immediately upon Licensee's receipt of City's written notice revoking this License or (b) on the date that is one (1) year from the date of a written termination notice from Licensee to City. City's option to freely revoke this License may be exercised at any time without cause or liability, and without any obligation to pay any consideration to Licensee or return to Licensee any part of the license fee or, if applicable, the use fee. If City elects to immediately terminate pursuant to Subsection (a) above, City shall use reasonable good faith efforts to provide as much notice to Licensee as is reasonably possible; and further, City and Licensee mutually agree to coordinate reasonably and in good faith to provide for an orderly transition and wind-down of the rights and responsibilities of this License prior to the termination date. Upon any termination of this License by either Party, Licensee will immediately surrender the License Area in the condition required by this License. Subject to the right of either party to terminate this License as provided in this Section, if, on the date that the initial term or the first five (5)-year renewal term thereafter expires, if Licensee is not then in breach of this License, this License shall automatically renew for an additional five (5)-year term, it being agreed by the parties that the term of this License shall not so automatically renew for more than two (2) renewal terms of five (5) years each. Upon the occurrence of any such automatic renewal, City and Licensee shall sign a letter agreement amending this License by (x) confirming the expiration date of such renewal term; and (y) confirming any revised insurance coverages that City may then require from Licensee.

4. **Security for Performance.** Intentionally omitted.

5. **Use of License Area.**

(a) **Permitted Acts.** Subject to the terms and conditions of this License, Licensee may enter and use the License Area for the sole purpose of utilizing, repairing, and maintaining the License Area as a public park, including an existing baseball field and appurtenant underground water line, drainage facilities, and electrical conduits, in strict accordance with the terms of this License, and for no other purpose whatsoever. Except as specifically permitted by this License, no other recreational structures, paths, equipment, trees, or large shrubs shall be permitted in the License Area.

(b) **Subject to City Uses.** Licensee is aware that the License Area constitutes a portion of City's regional water pipeline delivery or wastewater system, including City's pipelines and related valves, drains, and other appurtenances (collectively or singularly, "City's

Facilities"). Notwithstanding anything to the contrary in this License, any and all of Licensee's activities under this License shall be subject and subordinate at all times to City's existing and future use of the License Area for municipal and other purposes. City shall in no way be liable for any damage or destruction to Licensee's property and/or improvements resulting from any damages caused by or related to City's Facilities or from any repair or maintenance activities related to City's Facilities. At City's request, Licensee shall immediately remove any property or improvements on the License Area to allow City access to City's Facilities installed on or about the License Area. Except in emergencies, City shall use reasonable good faith efforts to provide as much notice to Licensee as is reasonably possible of the need for any such removal. If City deems it necessary, at its sole discretion, City shall have the right to remove any such property or improvements and City shall not be responsible for restoring or returning the same to its prior condition.

6. **Installation of Facilities.** City reaffirms its prior approval of Licensee's existing landscaped park, baseball field, and appurtenant underground water line, drainage facilities, and electrical conduits previously approved by City by its issuance of P2447 to Licensee, and installed in accordance with San Francisco Water Department Drawing No. B-2726 attached as **Schedule D.** Licensee may not install additional facilities or structures within the License Area without strict adherence to the terms and conditions of this License. Licensee's existing and any future facilities, structures, including signage, landscaping, and improvements authorized by this License are collectively defined as the "Licensee Facilities."

(a) **Consent Required for Future Installations.** Any installation of additional Licensee Facilities in the License Area by or for Licensee shall require City's further prior, written consent, which City may withhold at its discretion.

(b) **Future Permits, Licenses, and Approvals.** Before beginning any future work in the License Area, Licensee shall obtain any and all permits, licenses, and approvals (collectively, "Approvals") of all regulatory agencies and other third parties that are required to commence, complete, and maintain the permitted work. Promptly upon receipt of such Approvals, Licensee shall deliver copies of them to the SFPUC. No approval by the SFPUC for purposes of Licensee's work under this License shall be deemed to constitute the approval of any federal, state, or local regulatory authority with jurisdiction, and nothing in this License shall limit Licensee's obligation to obtain all such regulatory Approvals, at Licensee's sole cost.

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

(d) **Exercise of Due Care.** Licensee shall use, and shall cause its Agents (defined in Section 20 [Indemnity] below) to use, due care at all times to avoid any damage or harm to City's Facilities or other property and to native vegetation and natural attributes of the License Area and to minimize slope erosion. Licensee shall not disturb the surface of the License Area or perform any excavation work (including excavation work associated with any otherwise routine maintenance or repairs of any Licensee Facilities) without City's prior written approval, which City may withhold at its sole discretion. City shall have the right to condition and/or oversee any permitted excavation work. At its own expense, Licensee shall mark the location of City's Facilities within the License Area and shall not use any pick, plow, or other sharp tool to

remove the two feet (2') of soil around any water transmission mains or other pipelines or appurtenances, provided that Licensee may use hand shovels or pneumatic shovels in compliance with all other terms and conditions of this License. Licensee shall immediately inform City of any actual or potential damage to any of City's Facilities (including any damage to pipeline coatings), and any such damage shall be promptly repaired by Licensee, at its own expense, to City's satisfaction prior to backfilling; provided, at its sole discretion, City may elect to make any necessary repairs itself, at Licensee's sole cost, by notifying Licensee of such fact. Upon completion of the repairs, City shall send to Licensee a bill therefor, which Licensee shall pay within thirty (30) days following receipt. Under no circumstances shall Licensee damage, harm, or take any rare, threatened, or endangered species on or about the License Area.

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

(f) **Heavy Equipment.** Licensee shall not use any heavy construction equipment over or about City's Facilities, except as otherwise expressly allowed in Section 7(i) [Heavy Equipment and Vehicles] below.

(g) **Restoration of License Area.** Immediately following completion of any work permitted by this License, Licensee shall remove all debris and any excess dirt and shall restore the License Area to its condition immediately prior to such work by Licensee, to City's satisfaction. At City's request, Licensee shall restore excavated areas with new vegetation (including irrigation and maintenance until established) that complies with City's then-existing vegetation management policy or other applicable policy and erosion control netting.

(h) **Pipeline Depth/Installation of Above-Ground Markers.** Before commencing any excavation work approved by City in the License Area, Licensee shall measure the depth of any of City's Facilities located in the License Area and shall forward such information to City. Licensee shall install above-ground markers identifying the location of any underground Licensee Facilities installed pursuant to this License. The location, type, and installation of markers and identifying information on the markers shall be subject to the SFPUC's prior written approval.

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

(j) **Responsibility for Maintenance of Facilities.** Licensee shall be solely responsible for repairing and maintaining all Licensee Facilities placed in or on the License Area pursuant to this License in good and safe condition, and City shall have no duty whatsoever for any repair or maintenance of the License Area or any such Licensee Facilities. Licensee shall notify City in writing not less than five (5) days before performing any material repair or maintenance work (defined as any repair or maintenance that exceeds routine and regularly scheduled work performed by Licensee necessary to keep Licensee Facilities in good repair and operating condition) in the License Area, except in the case of an emergency when Licensee shall notify City telephonically and in writing as soon as reasonably possible. Licensee acknowledges that no work that contemplates any excavation on or about the License Area,

including material repair or maintenance work, shall occur without City's prior written approval, which City may withhold at its sole discretion.

(k) **Revocability.** The installation of existing or future Licensee Facilities by Licensee, regardless of cost, shall not in any way whatsoever limit City's right to revoke this License pursuant to its terms or any of City's other rights under this License.

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

(m) **Cathodic and Other Protection.** City may adopt from time to time such rules and regulations with regard to the Licensee Facilities and operations under this License as City may determine are necessary or appropriate, at City's sole discretion, to safeguard against corrosion of, or other damage to, City's Facilities. Upon receipt of a copy of such rules and regulations, Licensee shall immediately comply with them.

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

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

(b) **Trees and Other Plantings.** Except as otherwise expressly provided in this License, Licensee shall not plant any trees or other vegetation in or on the License Area, except in accordance with detailed plans consistent with the SFPUC's vegetation management policy and as approved by the SFPUC in writing in advance.

(c) **Dumping.** Licensee shall not cause or permit the dumping or other disposal in, on, under, or about the License Area of landfill, refuse, Hazardous Material (defined in Section 7(d) [Hazardous Material] below) or any other materials, including materials that are unsightly or could pose a hazard to the human health or safety, native vegetation or wildlife, or the environment.

(d) **Hazardous Material.** Licensee shall not cause, nor shall Licensee allow any of its Agents or Invitees (defined in Section 20 [Indemnity] below) to cause, any Hazardous Material to be brought upon, kept, used, stored, generated, released, or disposed of in, on, under, or about the License Area, or transported to, from, or over the License Area. Licensee shall immediately notify City when Licensee learns of, or has reason to believe that, a release of Hazardous Material has occurred in, on, under, or about the License Area. Licensee shall further comply with all laws, statutes, ordinances, rules, regulations, policies, orders, edicts, and the like (collectively, "Laws") requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary or desirable to mitigate the release or minimize the spread of contamination. If Licensee or its Agents or Invitees cause a release of Hazardous Material, Licensee shall promptly return the License Area to the condition immediately prior to the release without cost to City and in accordance with all Laws and using commonly accepted, effective practices to remediate and mitigate the release. In connection with any such release, Licensee shall afford City a full opportunity to negotiate and participate in any discussion with

governmental agencies and environmental consultants regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Material, and any other abatement or clean-up plan, strategy, and procedure. For purposes of this License, "**Hazardous Material**" means material that, because of its quantity, concentration, or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state, or local governmental authority to pose a present or potential hazard to public health, welfare, or the environment. Hazardous Material includes the following: any material or substance defined as a "hazardous substance, pollutant, or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 *et seq.*, or pursuant to Section 25316 of the California Health & Safety Code or any other federal, state, or local Law; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials in the License Area; and any petroleum, including crude oil or any crude-oil fraction, natural gas, or natural gas liquids, provided, the foregoing shall not prohibit Licensee from traversing to, from, and across the License Area in standard motor vehicles that do not exceed the weight limitations set forth below. The term "**release**" or "**threatened release**" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under, or about the License Area.

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

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

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

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

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

(i) The depth of soil cover over the tops of City's pipelines must be at least three feet (3') for steel cylinder pipe and four feet (4') for reinforced pre-stressed concrete cylinder pipe to accommodate the loading as defined below in Subsection (ii). If any equipment with axle loading exceeds the loads stated in Subsection (ii) below or if the depth of soil cover is less than stated above, Licensee shall submit to the SFPUC for review and approval, at the SFPUC's sole discretion, engineering calculations prepared by a licensed Professional Engineer showing that City's pipelines will not be adversely affected by Licensee's proposed activities. If

City's pipelines may be adversely affected, Licensee shall submit remedial measures for City's approval to ensure that no adverse effect will occur.

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

(iii) Licensee shall not use vibrating compaction equipment without the SFPUC's prior written approval, which approval may be withheld at the SFPUC's sole discretion.

(iv) If the depth of the soil cover over any of City's Facilities (determined by potholing or other proof procedure) is less than the minimum stated in Subsection (i) above, unless an alternate method is approved by the SFPUC in writing, all excavation and grading over any of City's Facilities shall be performed manually. For any machinery equipment excavation and grading over and within twenty feet (20') on each side of the centerline of any of City's pipelines (measured on the surface), Licensee shall submit a written proposal together with all supporting calculations and data to the SFPUC for review and approval. In any case, the two feet (2') of soil around any City pipeline or other of City's Facilities shall be removed manually or by other methods approved by the SFPUC with due care as provided in Section 6(d) [Exercise of Due Care] above.

8. License Fee(s). Intentionally Omitted.

9. Insurance.

(a) Licensee shall procure and keep in effect at all times during the term of this License, at Licensee's expense, and cause its contractors and subcontractors engaged to perform any work permitted by this License on or about the License Area ("Licensee Contractors") to maintain at all times during any construction activities on or about the License Area, insurance as follows: (i) Commercial General Liability Insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence combined single limit for bodily injury and property damage, including coverages for contractual liability, personal injury, independent contractors, explosion, collapse and underground (XCU), Broadform Property Damage, Sudden and Accidental Pollution, Products Liability, and Completed Operations; (ii) Business Automobile Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for bodily injury and property damage, including coverages for owned, non-owned, and hired automobiles, as applicable, if Licensee uses or causes to be used any vehicles in connection with its use of the License Area, and (iii) Workers' Compensation Insurance, including employer's liability coverage with limits of not less than One Million Dollars (\$1,000,000) each accident.

In lieu of the foregoing insurance required of Licensee (but not in lieu of insurance to be provided by Licensee Contractors), Licensee can elect to self-insure, to the extent permitted by applicable law, by providing City adequate evidence acceptable to City of its self-insurance program. If Licensee elects to self-insure, on or before the Commencement Date and upon written request by the SFPUC, within thirty (30) days of the commencement of each year thereafter, Licensee shall submit to the SFPUC a certificate of self-insurance signed by a duly authorized representative of Licensee, such certificate evidencing that Licensee's self-insurance program is adequately funded, in full force and effect, and in compliance with and subject to all the terms, agreements, covenants, conditions, and provisions of this License. Licensee shall give the SFPUC written notice of any significant change in or the depletion of its self-insurance fund.

If, in City's judgment, any such change or depletion results in Licensee's inability to adequately cover the risks resulting from the activities permitted on the License Area by this License through its self-insurance program, City may require Licensee to obtain promptly the insurance coverages required by this License or, if such insurance is not so obtained, terminate this License by delivery of notice to Licensee.

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

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

(b) All policies required by this License shall be effected by valid and enforceable policies issued by insurers of recognized responsibility and reasonably approved by City and provide for the following: (i) name as additional insureds the City and County of San Francisco, its Public Utilities Commission, and their respective officers, agents, and employees; (ii) specify that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this License and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limit of liability, and (iii) include a waiver of subrogation endorsement or provision whereby the insurer acknowledges acceptance of Licensee's or a Licensee Contractor's waiver of claims against City. Such policies shall also provide for severability of interests and that an act or omission of one of the named insureds that would void or otherwise reduce coverage shall not reduce or void the coverage as to any insured, and shall afford coverage for all claims based on acts, omissions, injury, or damage that occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period. Sudden and accidental pollution coverage in the liability policies required by this License shall be limited to losses resulting from Licensee's activities (and Licensee's Agents, and Invitees) or Licensee Contractors' activities (as applicable) under this License (excluding nonnegligent aggravation of existing conditions with respect to Hazardous Material).

(c) All insurance policies required to be maintained by Licensee or any Licensee Contractor by this License shall be endorsed to provide thirty (30) days' prior written notice to City of cancellation for any reason, intended non-renewal or reduction in coverage. Notice to City shall be mailed to the address(es) for City set forth in Section 30 [Notices] below.

(d) Unless Licensee elects to self-insure in compliance with the provisions of Subsection (a) above, prior to the Commencement Date of this License, Licensee shall deliver to City certificates of insurance and additional insured policy endorsements from insurers in a form satisfactory to City, evidencing the coverages required by this License, together with complete copies of the policies at City's request. At least five (5) business days prior to the commencement of any work permitted by this License on or about the License Area by any Licensee Contractor, Licensee shall deliver, or cause to be delivered, to City certificates of insurance and additional insured policy endorsements from insurers in a form satisfactory to City, evidencing the coverages required by this License. If Licensee shall fail to procure, or cause the procurement of, such insurance, or to deliver, or cause the delivery of, such policies or certificates, at its option, City may procure the same for the account of Licensee, and any resulting costs shall be paid to City within five (5) days after delivery to Licensee of bills therefor.



(e) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general aggregate limit shall double the occurrence or claims limits specified above.

(f) Should any of the required insurance be provided under a claims-made form, Licensee shall maintain, or cause its Licensee Contractors to maintain, such coverage continuously throughout the term of this License and, without lapse, for a period of three (3) years beyond the License expiration or termination, to the effect that should any occurrences during the License term give rise to claims made after expiration or termination of the License, such claims shall be covered by such claims-made policies.

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

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

10. **Compliance with Laws.** At its expense, Licensee shall conduct and cause to be conducted all activities on the License Area allowed under this License in a safe and reasonable manner and in compliance with all Laws of any governmental or other regulatory entity (including the Americans with Disabilities Act) and all covenants, restrictions, and provisions of record, whether presently in effect or subsequently adopted and whether or not in the contemplation of the parties. At its sole expense, Licensee shall procure and maintain in force at all times during its use of the License Area any and all business and other licenses or approvals necessary to conduct the activities allowed under this License. Licensee understands and agrees that City is entering into this License in its capacity as a property owner with a proprietary interest in the License Area and not as a regulatory agency with police powers. No approval by City for purposes of this License shall be deemed to constitute approval of any federal, state, City, or other local regulatory authority with jurisdiction, and nothing in this License shall limit Licensee's obligation to obtain all such regulatory approvals at Licensee's sole cost, or limit in any way City's exercise of its police powers.

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

12. **Monuments.**

(a) By its execution and delivery of this License, Licensee acknowledges that the monuments shown on the attached **Schedule B**, if any, are in place and in good condition. During the installation by or on behalf of Licensee of any Licensee Facilities or improvements permitted by this License and at all times during Licensee's use of the License Area, Licensee shall protect and safeguard City's monuments. Licensee shall promptly notify City in the event

Licensee becomes aware of any change in the condition of City's monuments, regardless of the cause of such change.

(b) If Licensee damages a monument necessitating resurvey, repair, or replacement, as determined by City at its sole discretion, at its sole cost, Licensee shall survey, file a land surveyor's map in the County Office, and install a replacement monument within thirty (30) days of completion of work authorized under this License, all to City's satisfaction. A recorded surveyor's map shall be furnished by Licensee to the SFPUC for its records.

(c) During the term of this License, City may replace missing monuments or install new monuments. City shall give Licensee written notice if City replaces missing monuments or installs new monuments. Upon receipt of such notice, Licensee shall assume the protection and replacement responsibilities set forth in this License.

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

**14. Interruption or Disruption of License Area.** Without limiting City's rights under this License, if Licensee's use of the License Area is interrupted or disrupted for any reason, including in connection with any City request for the removal or alteration of Licensee Facilities located on the License Area pursuant to Section 13 [Removal or Alteration of Facilities] above, at Licensee's sole cost, Licensee shall be responsible for: (a) any and all costs of alteration, removal, and/or restoration of Licensee's improvements to a condition similar to that which existed prior to such interruption, disruption, alteration, or removal, and (b) the implementation or satisfaction of any mitigation measures or obligations that may arise under applicable law, including the California Environmental Quality Act ("CEQA"), related to any interruption or disruption of Licensee's use of the License Area. City will not be responsible for mitigation of any potential recreational use impacts or other impacts associated with any interruption or disruption of use of the License Area, or any costs related thereto. If Licensee fails to promptly perform its obligations under this Section, at its sole option, City may elect to terminate this License immediately upon written notice, or to exercise any and all other rights or remedies available to City under this License or at law, including the rights set forth in Section 18 [City's Right to Cure Defaults by Licensee] below.

City would not be willing to give this License in the absence of Licensee's assurances under this Section 14, and Licensee expressly assumes any and all liability or obligations that may arise under this Section 14.

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

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

17. **Repair of Damage.** If any portion of the License Area or any City property located on or about the License Area is damaged or threatened by any of the activities conducted by Licensee or anyone acting by or through Licensee under this License, at its sole cost, Licensee shall immediately notify City by telephone to the SFPUC's dispatch operator at (650) 872-5900 of such damage or threat. City may, but shall not be obligated to, remedy such damage or threat at Licensee's sole cost, or City may elect to witness Licensee's repair work. If City elects not to remedy such damage or threat, Licensee shall repair any and all such damage and restore the License Area or property to its previous condition subject to City's inspection, review, and approval. City has no responsibility or liability of any kind with respect to any utilities that may be on, in, or under the License Area. Licensee has the sole responsibility to locate such utilities and other existing facilities and protect them from damage. Licensee shall be solely responsible for arranging and paying directly for any utilities or services necessary for its activities under this License; provided, Licensee shall obtain City's prior written approval to the provision of such services or utilities in, on, under, or through the License Area.

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

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

20. **Indemnity.** Licensee shall indemnify, defend, reimburse, and hold harmless City, its officers, agents, employees, and contractors, and each of them, from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages, and liabilities of any kind ("Claims"), arising in any manner out of (a) any injury to or death of any person or damage to or destruction of any property occurring in, on, or about any part of the License Area, whether such injury, death, damage, or destruction is caused by the person or property of Licensee, its officers, directors, members, employees, agents, consultants, contractors, or subcontractors (collectively, "Agents"), its invitees, guests, or

business visitors (collectively, "Invitees"), or third persons, including members of the public, relating to any use or activity under this License, (b) any failure by Licensee to faithfully observe or perform any of the terms, covenants, or conditions of this License, (c) the use of the License Area or any activities conducted on or about the License Area by Licensee, its Agents, or Invitees, (d) any release or discharge, or threatened release or discharge, of any Hazardous Material caused or allowed by Licensee, its Agents, or Invitees, on, in, under, or about the License Area, any improvements or into the environment, or (e) any failure by Licensee to faithfully observe or perform any terms, covenants, or conditions of the Recorded Documents or this License to the extent that such terms, covenants, or conditions relate to or are triggered by the work to be performed or the Licensee Facilities to be installed pursuant to this License; except solely to the extent of Claims resulting directly from the gross negligence or willful misconduct of City or City's authorized representatives. In addition to Licensee's obligation to indemnify City, Licensee specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim that actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent, or false, which obligation arises at the time such claim is tendered to Licensee by City and continues at all times thereafter. The foregoing indemnity shall include reasonable attorneys', experts' and consultants' fees and costs, investigation and remediation costs, and all other reasonable costs and expenses incurred by the indemnified parties, including damages for decrease in the value of the License Area and claims for damages or decreases in the value of adjoining property. Licensee's obligations under this Section shall survive the expiration or other termination of this License.

## **21. Waiver of Claims.**

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

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

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

(d) Licensee expressly acknowledges and agrees that any fees or costs payable by Licensee under this License do not take into account any of City's potential liability for any consequential or incidental damages including lost profits arising out of disruption to the Licensee Facilities or Licensee's uses permitted under this License. City would not be willing to give this License in the absence of a waiver of liability for consequential or incidental damages resulting from the acts or omissions of City or its Agents, and Licensee expressly assumes the

risk with respect thereto. Accordingly, without limiting any indemnification obligations of Licensee or other waivers contained in this License and as a material part of the consideration for this License, Licensee fully RELEASES, WAIVES, AND DISCHARGES forever any and all claims, demands, rights, and causes of action against for consequential and incidental damages including lost profits and covenants not to sue for such damages, City, its departments, commissions, officers, directors, and employees, and all persons acting by, through or under each of them, arising out of this License or the uses authorized under this License, including any interference with uses conducted by Licensee pursuant to this License, regardless of the cause, and whether or not resulting from the negligence of City or its Agents, except for the gross negligence and willful misconduct of City or its Agents.

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

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

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

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

## **22. As Is Condition of License Area; Disclaimer of Representations; CASp Disclosure.**

(a) Licensee accepts the License Area in its "AS IS" condition, without representation or warranty of any kind by City, its officers, agents, or employees, and subject to all applicable laws, rules and ordinances governing the use of the License Area. Without limiting the foregoing, this License is made subject to any and all existing and future covenants, conditions, restrictions, easements, encumbrances, and other title matters affecting the License Area, whether foreseen or unforeseen, and whether such matters are of record or would be disclosed by an accurate inspection or survey.

(b) California law requires commercial property owners to disclose on every rental agreement whether the property being rented has undergone inspection by a Certified Access Specialist ("CASp") to determine whether the property meets all applicable construction-related accessibility standards pursuant to California Civil Code Section 55.53.

The law does not require owners to have the inspections performed. Pursuant to California Civil Code Section 1938, Licensee is hereby advised that the License Area has not been inspected by a CASp.

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

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

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

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

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

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

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

(a) Licensee recognizes and understands that this License may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on such interest. Licensee further recognizes and understands that any transfer or assignment permitted under this License and any exercise of any option to renew or extend this License may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created pursuant to this License.

(b) Licensee shall pay taxes of any kind, including possessory interest taxes, that may be lawfully assessed on the interest hereby created and to pay all other taxes, excises, licenses, permit charges, and assessments based on Licensee's usage of the License Area that may be imposed upon Licensee by law, all of which shall be paid when the same become due and payable and before delinquency.

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

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

**City or the SFPUC:** Real Estate Services Division  
San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 10<sup>th</sup> Floor  
San Francisco, California 94102  
Attn: Real Estate Director  
Re: Rengstorff Park P2447A

**Licensee:** City of Mountain View  
500 Castro Street  
Mountain View, California 94039-7540  
Attn: Real Property Program Administrator  
Re: Rengstorff Park P2447A

A properly addressed notice transmitted by one of the foregoing methods shall be deemed received upon confirmed delivery, attempted delivery, or rejected delivery. Neither party may give official or binding notice by facsimile or e-mail.

31. **Prohibition of Tobacco Sales and Advertising.** No advertising of cigarettes or tobacco products is allowed on the License Area. This advertising prohibition includes the placement of the name of a company producing, selling, or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This advertising prohibition does not apply to any advertisement sponsored by a state, local, nonprofit, or other entity designed to (a) communicate the health hazards of cigarettes and tobacco products, or (b) encourage people not to smoke or to stop smoking.

32. **Prohibition of Alcoholic Beverage Advertising.** No advertising of alcoholic beverages is allowed on the License Area. For purposes of this Section, "alcoholic beverage" shall be defined as set forth in California Business and Professions Code Section 23004, and shall not include cleaning solutions, medical supplies and other products and substances not intended for drinking. This advertising prohibition includes the placement of the name of a company producing, selling, or distributing alcoholic beverages or the name of any alcoholic beverage in any promotion of any event or product. This advertising prohibition does not apply to any advertisement sponsored by a state, local, nonprofit, or other entity designed to (a) communicate the health hazards of alcoholic beverages, (b) encourage people not to drink alcohol or to stop drinking alcohol, or (c) provide or publicize drug or alcohol treatment or rehabilitation services.

33. **Pesticide Prohibition.** Licensee shall comply with the provisions of Section 308 of Chapter 3 of the San Francisco Environment Code (the "Pesticide Ordinance") that (a) prohibit the use of certain pesticides on City property, (b) require the posting of certain notices and the maintenance of certain records regarding pesticide usage and (c) require Licensee to submit to the SFPUC an integrated pest management ("IPM") plan that (i) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Licensee may need to apply to the

License Area during the term of this License, (ii) describes the steps Licensee will take to meet City's IPM Policy described in Section 300 of the Pesticide Ordinance, and (iii) identifies, by name, title, address, and telephone number, an individual to act as the Licensee's primary IPM contact person with City. In addition, Licensee shall comply with Sections 303(a) and 303(b) of the Pesticide Ordinance.

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

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

36. **Food Service and Packaging Waste Reduction.** In the performance of this License, Licensee shall comply fully with and be bound by all applicable provisions of the Food Service and Packaging Waste Reduction Ordinance, as set forth in the San Francisco Environment Code, Chapter 16, including the remedies provided therein, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated into this License by reference and made a part of this License as though fully set forth in this License. Accordingly, Licensee acknowledges that City contractors and lessees may not use Disposable Food Service Ware that contains Polystyrene Foam in City buildings or structures and while performing under a City contract or lease, and shall instead use suitable Biodegradable/Compostable or Recyclable Disposable Food Service Ware. This provision is a material term of this License.

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

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

39. **General Provisions.** (a) This License may be amended or modified only by a writing signed by City and Licensee. (b) No waiver by any party of any of the provisions of this License shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. No waiver shall be deemed a subsequent or continuing waiver of the same, or any other, provision of this License. (c) Except as expressly provided to the contrary, all approvals, consents, and determinations to be made by City under this License may be made at City's sole and absolute discretion. (d) This instrument (including any attached Exhibits or Schedule(s)) contains the entire agreement between the



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

*(SIGNATURES ON FOLLOWING PAGE)*

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

**LICENSEE:**

**CITY OF MOUNTAIN VIEW,**  
a municipal corporation

By: Ludrey Renberg  
Its: Asst. City Manager  
Date: 4/17/19

**CITY:**

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

By: HARLAN L. KELLY, JR.  
General Manager  
San Francisco Public Utilities Commission

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

**APPROVED AS TO FORM:**

**DENNIS J. HERRERA**  
City Attorney

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

**APPROVED AS TO FORM**

Kristen Upton  
Sr. Asst. CITY ATTORNEY

**Authorized by**  
**San Francisco Public Utilities Commission**

Resolution No. \_\_\_\_\_

Adopted: \_\_\_\_\_

Attested: \_\_\_\_\_

Secretary  
San Francisco Public Utilities Commission

## SCHEDULE A

### **Description of License Area**

All that certain real property located in Santa Clara County, California, described as follows:

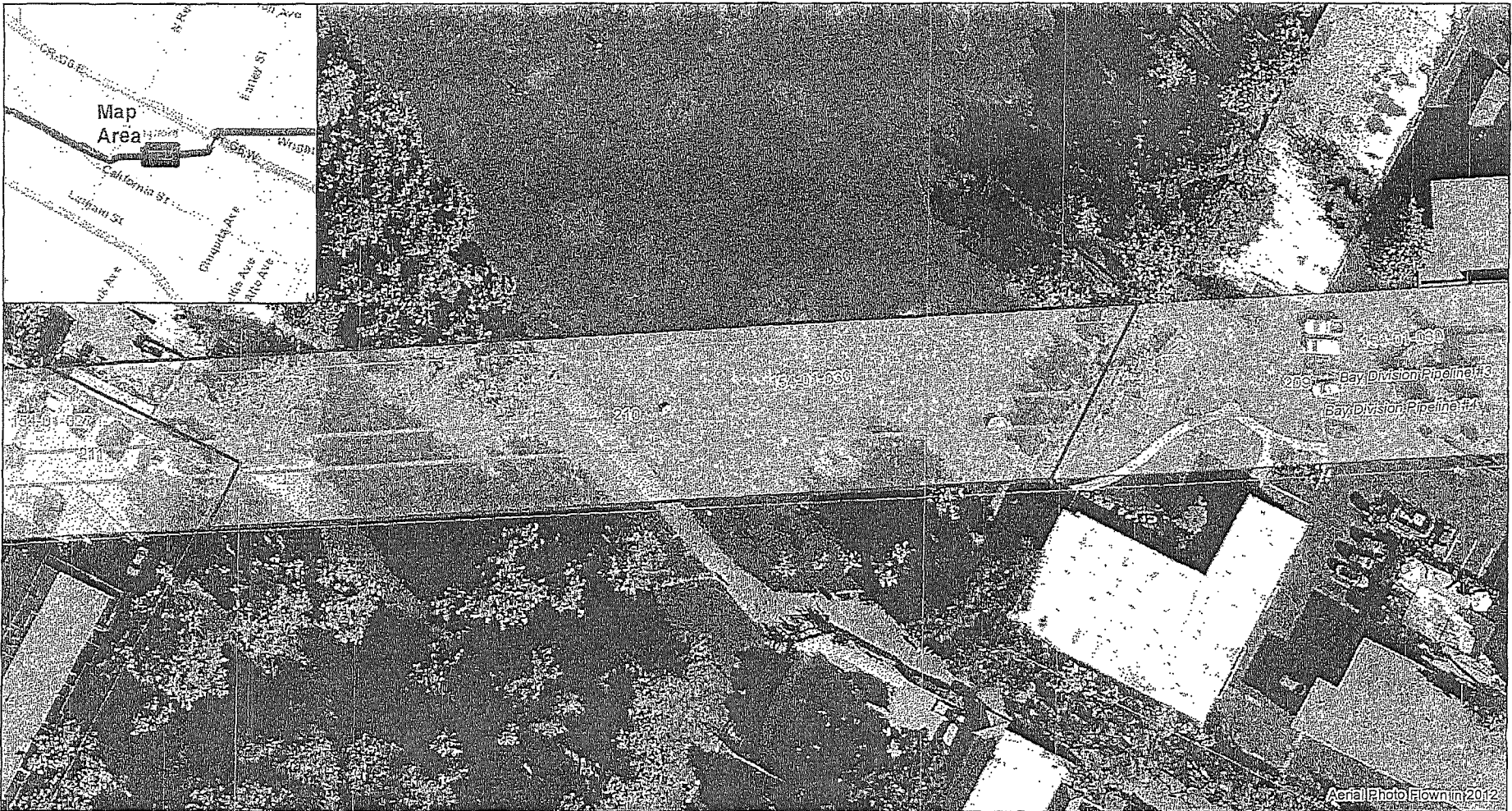
An approximately 35,806 square foot portion of SFPUC Parcel 210, according to the SFPUC's records and as shown on Drawing No. 2447A attached as Schedule B and made a part of this License, commonly known as Rengstorff Park near Crisanto Avenue and South Rengstorff Avenue in Santa Clara County, in the City of Mountain View, California.

**SCHEDULE B**

**Drawing No. 2447A**

*(See attached)*

# Drawing No. 2447A



Approx. Location: 37.399935 (lat)  
-122.095734 (long)



Hetch Hetchy  
Regional Water System  
Real Estate Services

**Rengstorff Park**  
License #: P2447A

SFPUC Parcel #: 210  
APN: 154-01-030 (portion of)

Author: Joel Mandella Date: 12/27/2016

License Area

SFPUC land (in fee)

Tax Assessor Parcel

SFPUC Pipeline

Easement / other  
right to SFPUC

The City does not guarantee that the information is accurate or complete. The City is not responsible for any damages arising from the use of data. Users should verify the information before making project commitments. This map shows the approximate limits of the licensed area and estimated pipeline locations, and will not be exact.



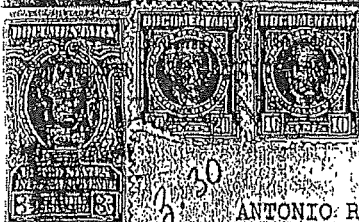
Scale 1:800

0 15 30 60 90 120 Feet

**SCHEDULE C**

**Deed**

*(See attached)*



B-668

S.J.A. #202096

DEED

Page 210

BOOK 2127 PAGE 512

ANTONIO RODRIGUEZ MARTIN, JOSEFA PERALTA WILSON, SUE R. CASTRO and MERCEDES CASTRO, the first parties, hereinafter referred to as the Grantors, hereby grant to CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, the second party, hereinafter referred to as the City, the following described real property situated in the County of Santa Clara, State of California:

A strip of land 80 feet wide, lying 40 feet either side of the following described line and extensions thereto, across that certain parcel of land conveyed to Antonio Rodriguez Martin, et al, by that certain Decree of Distribution of the Estate of H. P. Dargle, deceased, dated July 23, 1942 and recorded August 6, 1942 in Volume 1108 at page 29 Official Records, Santa Clara County, hereinafter referred to as the Martin Parcel; said line being more particularly described as COMMENCING at a point in the common boundary between the above mentioned Martin Parcel and that certain parcel of land conveyed to Manuel Joseph by that certain Decree of Distribution of the Estate of Martin Joseph, deceased, dated April 29, 1922, and recorded May 19, 1922 in Book 552 of Deeds, page 194 Records of Santa Clara County; hereinafter referred to as the Joseph Parcel; said point being distant along said common boundary South 26° 13' West 247.93 feet from the most northerly corner of the above mentioned Joseph Parcel; thence from said point of commencement South 85° 42' 30" West 423.22 feet to a point in the common boundary between the above mentioned Martin Parcel and that certain parcel of land conveyed by J. R. Castro, et ux, to Romeo Fontana, et ux, by Joint Tenancy Deed dated March 27, 1934 and recorded April 3, 1934 in Volume 682 of Official Records, at page 148, Records of Santa Clara County, hereinafter referred to as the Fontana Parcel; said point being distant along said common boundary South 63° 27' East 674.67 feet from its intersection with the easterly boundary of the existing Rengstorff Avenue; the easterly end of said strip being the above mentioned common boundary between the Joseph and Martin parcels, and the westerly end of said strip being the above mentioned common boundary between the Martin and Fontana parcels, CONTAINING 0.800 of an Acre.

ALSO the right of ingress to and egress from said parcel of real property across adjacent lands of the Grantors over any available private roadway or over such route as may be agreed upon, the right to cut any and all existing fences and to install gates therein at such points as may be necessary for the convenience of the City in the use of said parcel of real property, and the right to protect pipes and other structures or improvements of the City by means of fences or otherwise; provided, however, that the City shall not construct any

other fences upon or with respect to said parcel of real property without the consent of the Grantors. If the City should damage the Grantors' roads or fences, the City shall, at its own expense, repair such damage.

THIS DEED IS MADE SUBJECT TO THE FOREGOING AND THE FOLLOWING COVENANTS:

1. The Grantors are permitted the right to plant, cultivate, irrigate, harvest and retain crops from the parcel of land herein described, and to use said land for pasturage, until such time as the City requires said land for construction purposes, and thereafter to cultivate, plant, irrigate, harvest and retain crops from, and to use for pasturage, such parts of said parcel of land as are not actually needed by the City for the construction, maintenance, repair, operation, renewal and replacement of its aqueduct pipe lines and other structures or improvements, appurtenances and appliances; provided, that the Grantors shall not plant any trees on said above described parcel of real property.
2. The Grantors are permitted the right to construct, maintain, use, repair, replace, and renew, over and across said parcel of land, (but not along in the direction of the City's pipe line or lines), fences, roads, streets, earth fills, sewers, water pipes, gas pipes, electric power lines, telephone lines, telegraph lines; provided, however, that the locations and grades of such improvements and structures of the Grantors, and the amount of any earth fill, proposed to be placed on said parcel of real property by the Grantors, shall first be approved by the City's Public Utilities Commission; provided further, that the Grantors shall not use said parcel of land, or permit the same to be used, for any purpose or in any manner which will interfere with, damage, or endanger in any way any aqueduct pipe lines and other structures and improvements, appurtenances or appliances of the City. The Grantors shall install gates in any additional fences which he may construct across said parcel of real property sufficient in width to allow passage of trucks and other equipment.



BOOK 2127 PAGE 514 Acknowledgment of Execution of an Instrument

3. After installation of the City's first pipe line, the City's Public Utilities Commission shall give the Grantors at least six months' written notice before commencing construction of any additional aqueduct pipe lines, utilities, and other structures or improvements on said parcel of real property.

4. All notices to be given between the parties hereto shall be in writing and served personally or by depositing the same in the United States mail, postage prepaid and addressed to City at the office of its Manager of Utilities, City Hall, San Francisco, California; and to Grantors at 126 Monticello Avenue, Piedmont, California and Fairmont Hotel, San Francisco, California, and the said notice shall be binding upon any successor in interest of the Grantors unless the City is notified in writing of the address of said successor in interest, in which case said notice of the City is to be sent thereto.

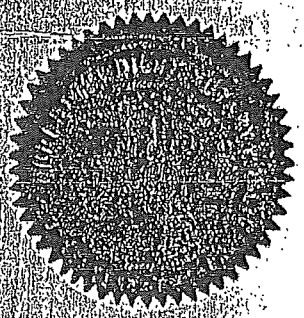
5. The tops of all of City's pipe lines and conduits shall be laid below the surface of the ground and covered to a depth of not less than 18 inches, excepting pipe line appurtenances which may be constructed flush with or above the surface of the ground.

6. The covenants herein set forth shall inure to the benefit of, and bind, the heirs, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the first parties have executed this conveyance this 7th day of November, 1950.

STATE OF CALIFORNIA }  
COUNTY OF SANTA CLARA }

BOOK 2127 PAGE 515



On this 7th day of November in the year one thousand nine hundred and Fifty before me, Robert M. Wright a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Mercedes Castro and  
Sue R. Castro,  
known to me to be the persons described in, whose names are subscribed to and who executed the within instrument, and acknowledged that they executed the same.

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

Robert M. Wright  
Notary Public in and for said County and State

My Commission Expires \_\_\_\_\_

5181 213

2127 514

3. After installation of the City's first pipe line, the City's Public Utilities Commission shall give the Grantors at least six months' written notice before commencing construction of any additional aqueduct pipe lines, utilities, and other structures or improvements on said parcel of real property.

4. All notices to be given between the parties hereto shall be in writing and served personally or by depositing the same in the United States mail, postage prepaid and addressed to City at the office of its Manager of Utilities, City Hall, San Francisco, California; and to Grantors at 126 Monticello Avenue, Piedmont, California and Fairmont Hotel, San Francisco, California; and the said notice shall be binding upon any successor in interest of the Grantors unless the City is notified in writing of the address of said successor in interest, in which case said notice of the City is to be sent thereto.

5. The tops of all of City's pipe lines and conduits shall be laid below the surface of the ground and covered to a depth of not less than 18 inches, excepting pipe line appurtenances which may be constructed flush with or above the surface of the ground.

6. The covenants herein set forth shall inure to the benefit of, and bind, the heirs, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the first parties have executed this conveyance this 7<sup>th</sup> day of November, 1950.

RECEIVED  
CITY OF SAN FRANCISCO

Antonio R. Martin  
Josefa Leralla Melina  
Marcos J. Portes  
Law & Co.

Certificate of Acknowledgment of Execution of an Instrument

The Spanish State

(Country)

Province and City of Madrid

(County or other political division)

Embassy of the United States  
of America.

(Name of foreign service office)

ss:

Leon L. Cowles, Consul General

of the United States of America at Madrid, Spain

duly commissioned and qualified, do hereby certify that on this 17th

day of November, 1950, before me personally appeared Antonio R.

(Date)

Martin

to me personally known, and known to me to be the individual described in, whose  
name he subscribed to, and who executed the annexed instrument, and being  
informed by me of the contents of said instrument has duly acknowledged to me  
that he executed the same freely and voluntarily for the uses and purposes  
herein mentioned.

In witness whereof I have hereunto set my hand and

official seal the day and year last above written.



Leon L. Cowles

Consul General of the United States of America.

FEES: 0.28 DOLLARS - Pts. 90.00.

STAMP: 2893

NOTE: Where practicable all signatures to a document should be included in one certificate.

U. S. GOVERNMENT PRINTING OFFICE 16-10051-1

1X  
of Supervisors of the City and County of San Francisco, do hereby certify

that the annexed Resolution No. 10135 (Series of 1939)  
is a full, true and correct copy of the original thereof on file in the office  
of the Clerk of the Board of Supervisors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the

official seal of the City and County this 11 day of September

John R. McGraw

Clerk of the Board of Supervisors, City and County

BOOK 2127 PAGE 516

LAND PURCHASES — BAY DIVISION  
FILE LINE NO. 2  
Resolution No. 10135  
(Series of 1939)  
RESOLVED, in accordance with the written offer on file in the Office of the Director of Property and the recommendation of the Public Utilities Commission, that the City and County of San Francisco, a municipal corporation, accept deeds from the following named parties or the legal owners to certain parcels of land in Santa Clara County, California, required for the Bay Division Pipe Line No. 2 and that the sums set forth opposite their names be paid for said real property from Appropriation No. 20,000.00.  
M. Frank ..... 15,000.00  
George Cook ..... 200.00  
Frank Goularte ..... 2,822.00  
Joseph Goularte, et al ..... 5,440.00  
John Gamba ..... 210.00  
Peter Plunkard ..... 2,023.00  
A. Martin et al ..... 2,700.00  
The City Attorney shall examine and

STATE OF CALIFORNIA,  
City and County of San Francisco } ss.

BOOK 2127 PAGE 517

On this 22nd day of December, in the year one thousand nine hundred and fifty, before me, FRANK A. REITHERS, a Notary Public in and for the

City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared,

Josefa Peralta Wilson

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the City and County of San Francisco the day and year in this certificate first above written.

Frank A. Reithers  
Notary Public in and for the State of California.

STATE OF CALIFORNIA  
City and County of San Francisco } ss.

### CLERK'S CERTIFICATE

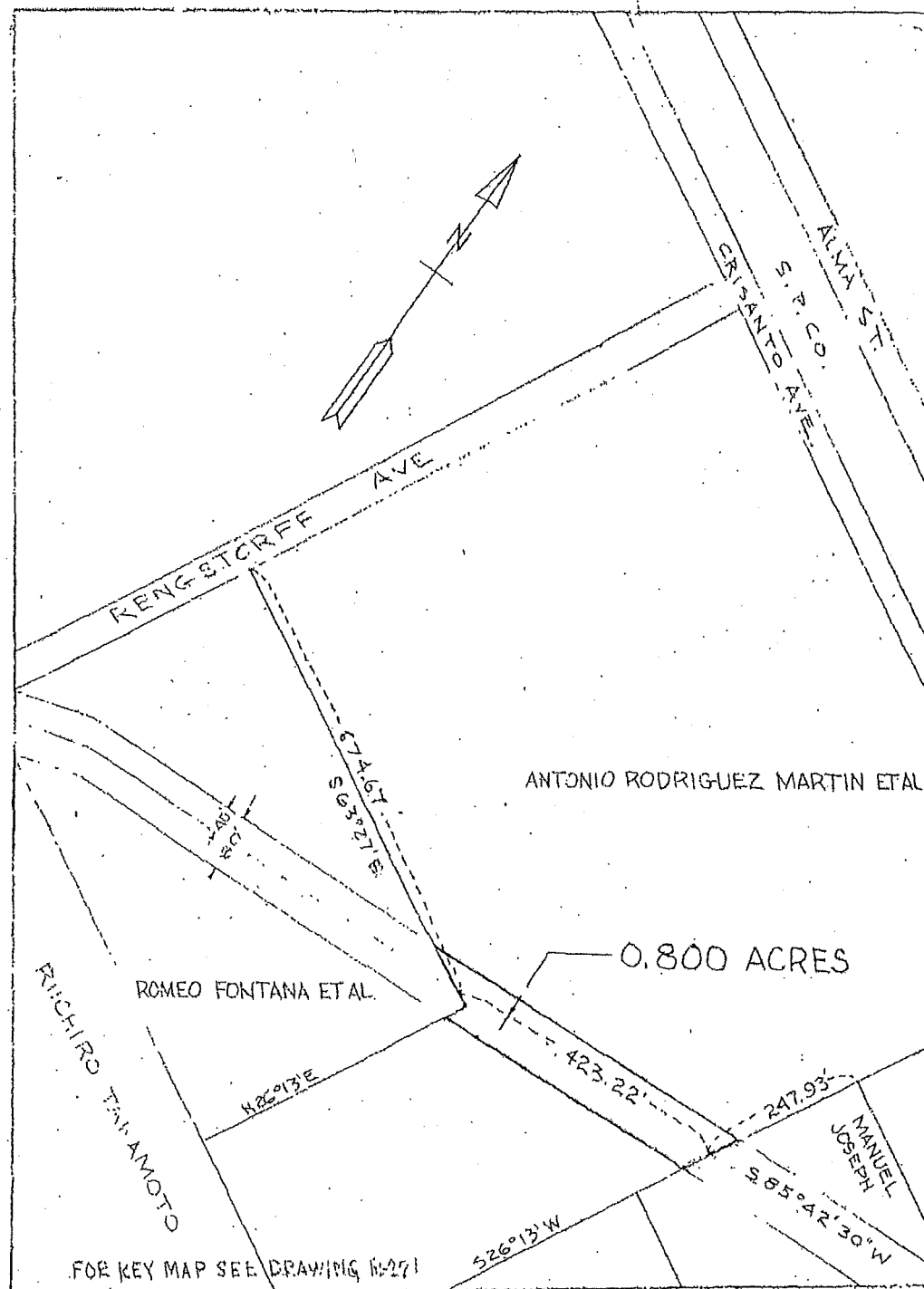
I, John R. McGrath, Clerk of the Board of Supervisors of the City and County of San Francisco, do hereby certify

that the annexed Resolution No. 10135 (Series of 1939) is a full, true and correct copy of the original thereof on file in the office of the Clerk of the Board of Supervisors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City and County this 11 day of September,

John R. McGrath  
Clerk of the Board of Supervisors, City and County  
by a Jey

2X  
(over)



CITY AND COUNTY OF SAN FRANCISCO  
PUBLIC UTILITIES COMMISSION  
SAN FRANCISCO WATER DEPARTMENT

BAY DIVISION PIPE LINE NO 3  
PARCEL NO 210  
SANTA CLARA COUNTY

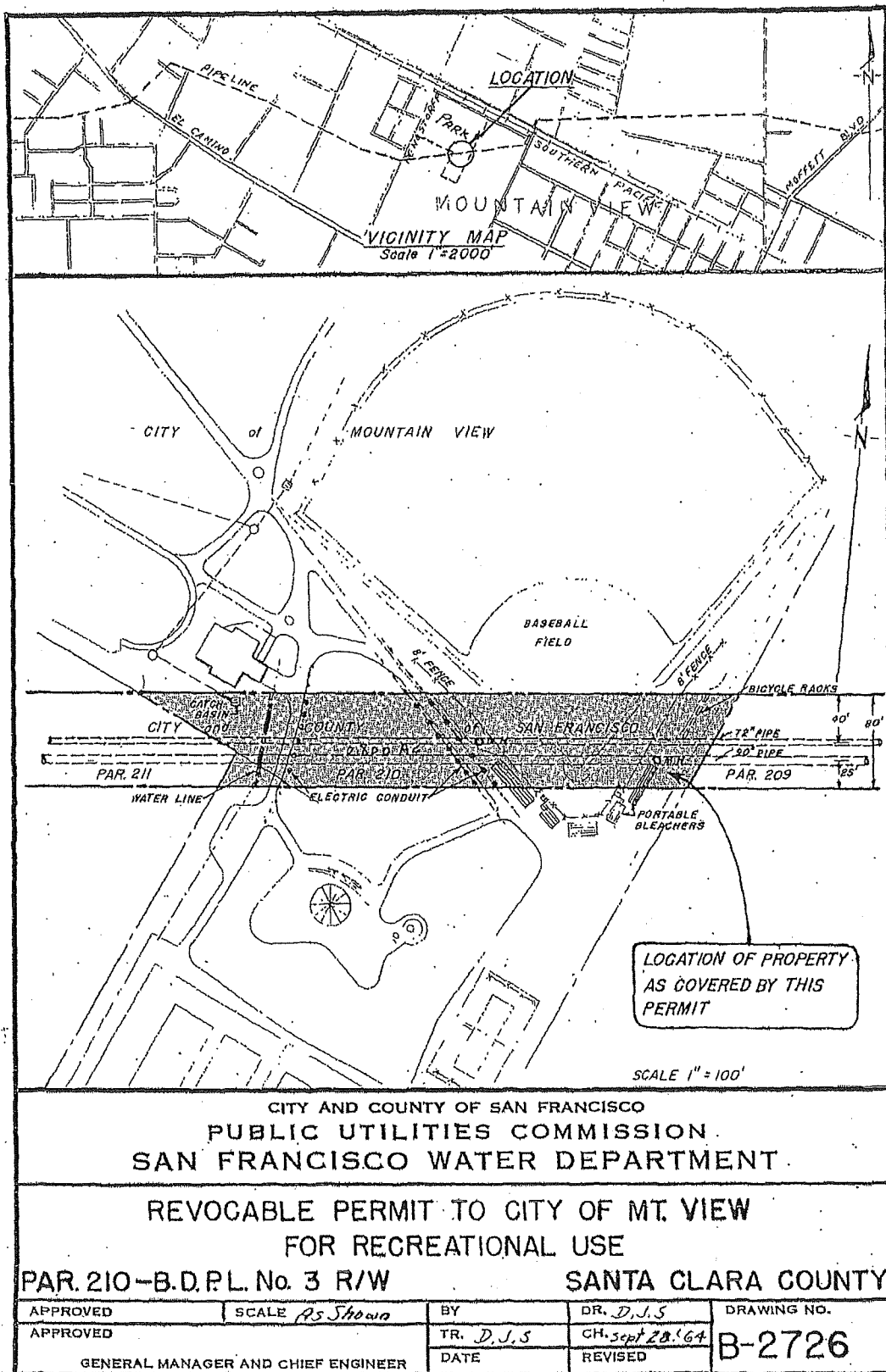
APPROVED	SCALE 1" = 200'	BY A.F.	DR	DRAWING NO.
APPROVED		TR. J.D.	CH J.M.H.	B-668
		DATE 6-17-48	REVISED	

MANAGER AND CHIEF ENGINEER

**SCHEDULE D**

**Approved Plans and Specifications**

*(See attached)*



**EXHIBIT G-4**

**Form of License for Senior Garden P3986A**

*[see attached]*



**SAN FRANCISCO PUBLIC UTILITIES COMMISSION  
REVOCABLE LICENSE**

**(License #P3986A-Senior Garden)**

**(Supersedes and replaces former SFPUC Revocable Permit #P3986)**

**THIS REVOCABLE LICENSE** (this "License") dated for reference purposes only as of \_\_\_\_\_, 2019, is made by and between the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation ("City"), acting by and through its Public Utilities Commission ("SFPUC"), and the **CITY OF MOUNTAIN VIEW**, a municipal corporation ("Licensee").

City and Licensee agree as follows:

1. **License.** City confers to Licensee a revocable, personal, non-exclusive, and non-possessory privilege to enter upon and use that certain real property owned by City situated in the County of Santa Clara, State of California, more particularly described in the attached **Schedule A** (the "License Area"), for the limited purpose and subject to the terms, conditions, and restrictions set forth below. The License Area is shown generally on Drawing No. 3986A attached as **Schedule B**. This License gives Licensee a license only and, notwithstanding anything to the contrary in this License, it does not constitute a grant by City of any ownership, leasehold, easement, or other property interest or estate whatsoever in any portion of the License Area. Nothing in this License shall be construed as granting or creating any franchise rights pursuant to any federal, state, or local laws.

THE PRIVILEGE GIVEN TO LICENSEE UNDER THIS LICENSE IS EFFECTIVE ONLY INsofar AS CITY'S RIGHTS IN THE LICENSE AREA ARE CONCERNED, AND LICENSEE SHALL OBTAIN ANY FURTHER PERMISSION NECESSARY BECAUSE OF ANY OTHER EXISTING RIGHTS AFFECTING THE LICENSE AREA. WITHOUT LIMITING THE FOREGOING, THIS LICENSE IS BEING ISSUED SUBJECT AND SUBORDINATE TO ALL OF THE TERMS AND CONDITIONS OF THAT CERTAIN DEED, DATED FEBRUARY 6, 1950, AND RECORDED IN BOOK 1936, PAGE 385, OF THE OFFICIAL RECORDS OF SANTA CLARA COUNTY, PURSUANT TO WHICH CITY ACQUIRED ITS INTEREST IN THE LICENSE AREA, A COPY OF WHICH IS ATTACHED TO THIS LICENSE AS **SCHEDULE C** (THE "DEED"), AND ALL OTHER EXISTING AND FUTURE DOCUMENTS AND INSTRUMENTS OF RECORD AFFECTING THE LICENSE AREA (COLLECTIVELY, WITH THE DEED, THE "RECORDED DOCUMENTS"). LICENSEE MUST SECURE ALL ADDITIONAL NECESSARY APPROVALS, LICENSES, AND CONSENTS, AND DELIVER ALL NECESSARY NOTICES, BEFORE COMMENCING WORK IN THE LICENSE AREA, INCLUDING ANY APPROVALS, LICENSES, CONSENTS, OR NOTICES REQUIRED FROM OR TO THE GRANTOR UNDER THE RECORDED DOCUMENTS. FOR CITY'S BENEFIT, LICENSEE COVENANTS AND AGREES THAT LICENSEE SHALL FULLY COMPLY WITH THE TERMS AND CONDITIONS OF THE RECORDED DOCUMENTS AND ANY OTHER RULES AND REGULATIONS PROMULGATED BY CITY AS THEY APPLY TO ANY WORK TO BE PERFORMED OR ANY LICENSEE FACILITIES (DEFINED IN SECTION 6 [INSTALLATION OF FACILITIES] BELOW) THAT WILL OR MAY BE INSTALLED ON OR WITHIN THE LICENSE AREA, AND CITY SHALL HAVE NO RESPONSIBILITY OR LIABILITY OF ANY KIND WITH RESPECT THERETO. LICENSEE ACKNOWLEDGES AND AGREES THAT NEITHER CITY NOR ANY OF ITS DEPARTMENTS, COMMISSIONS, OFFICERS, DIRECTORS, AND EMPLOYEES, AND ALL PERSONS ACTING BY, THROUGH, OR UNDER EACH OF THEM, HAVE MADE, AND CITY HEREBY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING TITLE, THE PRESENT OR FUTURE SUITABILITY OF THE LICENSE AREA FOR LICENSEE'S INTENDED WORK, THE LICENSEE FACILITIES, OR

USE, THE IMPACT OF ANY TERM OR CONDITION OF THE RECORDED DOCUMENTS ON LICENSEE'S RIGHTS UNDER THIS LICENSE, OR THE ABILITY TO OBTAIN OR DELIVER, OR THE PROCEDURE FOR OBTAINING OR DELIVERING, ANY NECESSARY APPROVALS, LICENSES, CONSENTS, OR NOTICES FROM OR TO THE GRANTOR UNDER THE RECORDED DOCUMENTS OR ANY OTHER PARTY WITH RESPECT TO ANY MATTERS CONTAINED IN THIS LICENSE.

2. **Supersession and Revocation.** Effective as of the Commencement Date (defined in Section 3 [Term of License] below), this License shall immediately supersede, replace, and revoke SFPUC Revocable Permit dated as of January 17, 2003 and denominated as P3986 ("P3986") and the terms and conditions of P3986 shall have no further force or effect. Any plans or approvals contained in P3986 that are not expressly incorporated by this License shall not be deemed approved or permitted. If the terms and conditions of P3986 conflict with the terms and conditions of this License, the terms and conditions of this License shall prevail.

3. **Term of License.** The privilege conferred to Licensee pursuant to this License shall commence on the date (the "**Commencement Date**") on which this License is executed and delivered by City following the SFPUC's authorization and approval and the receipt of all fees and security required to be provided under this License. The term of this License shall continue thereafter for an initial term of ten (10) years after the Commencement Date; provided that the term may terminate (a) immediately upon Licensee's receipt of City's written notice revoking this License or (b) on the date that is one (1) year from the date of a written termination notice from Licensee to City. City's option to freely revoke this License may be exercised at any time without cause or liability, and without any obligation to pay any consideration to Licensee or return to Licensee any part of the license fee or, if applicable, the use fee. If City elects to immediately terminate pursuant to Subsection (a) above, City shall use reasonable good faith efforts to provide as much notice to Licensee as is reasonably possible; and further, City and Licensee mutually agree to coordinate reasonably and in good faith to provide for an orderly transition and wind-down of the rights and responsibilities of this License prior to the termination date. Upon any termination of this License by either Party, Licensee will immediately surrender the License Area in the condition required by this License. Subject to the right of either party to terminate this License as provided in this Section, if, on the date that the initial term or the first five (5)-year renewal term thereafter expires, if Licensee is not then in breach of this License, this License shall automatically renew for an additional five (5)-year term, it being agreed by the parties that the term of this License shall not so automatically renew for more than two (2) renewal terms of five (5) years each. Upon the occurrence of any such automatic renewal, City and Licensee shall sign a letter agreement amending this License by (x) confirming the expiration date of such renewal term; and (y) confirming any revised insurance coverages that City may then require from Licensee.

4. **Security for Performance.** Intentionally omitted.

5. **Use of License Area.**

(a) **Permitted Acts.** Subject to the terms and conditions of this License, Licensee may enter and use the License Area for the sole purpose of utilizing, repairing, and maintaining the License Area as a public community garden in strict accordance with the terms of this License, and for no other purpose whatsoever. Except as specifically permitted by this License, no trees shall be permitted in the License Area.

(b) **Subject to City Uses.** Licensee is aware that the License Area constitutes a portion of City's regional water pipeline delivery or wastewater system, including City's pipelines and related valves, drains, and other appurtenances (collectively or singularly, "**City's Facilities**"). Notwithstanding anything to the contrary in this License, any and all of Licensee's activities under this License shall be subject and subordinate at all times to City's existing and

future use of the License Area for municipal and other purposes. City shall in no way be liable for any damage or destruction to Licensee's property and/or improvements resulting from any damages caused by or related to City's Facilities or from any repair or maintenance activities related to City's Facilities. At City's request, Licensee shall immediately remove any property or improvements on the License Area to allow City access to City's Facilities installed on or about the License Area. Except in emergencies, City shall use reasonable good faith efforts to provide as much notice to Licensee as is reasonably possible of the need for any such removal. If City deems it necessary, at its sole discretion, City shall have the right to remove any such property or improvements and City shall not be responsible for restoring or returning the same to its prior condition.

6. **Installation of Facilities.** City reaffirms its prior approval of Licensee's existing community garden installed pursuant to the plans previously approved by City by its issuance of P3986 to Licensee (a copy of such plans are attached as **Schedule D**). Licensee may not install additional facilities or structures within the License Area without strict adherence to the terms and conditions of this License. Licensee's existing and any future facilities, structures, including signage, landscaping, and improvements authorized by this License are collectively defined as the "**Licensee Facilities**."

(a) **Consent Required for Future Installations.** Any installation of additional Licensee Facilities in the License Area by or for Licensee shall require City's further prior, written consent, which City may withhold at its discretion.

(b) **Future Permits, Licenses, and Approvals.** Before beginning any future work in the License Area, Licensee shall obtain any and all permits, licenses, and approvals (collectively, "**Approvals**") of all regulatory agencies and other third parties that are required to commence, complete, and maintain the permitted work. Promptly upon receipt of such Approvals, Licensee shall deliver copies of them to the SFPUC. No approval by the SFPUC for purposes of Licensee's work under this License shall be deemed to constitute the approval of any federal, state, or local regulatory authority with jurisdiction, and nothing in this License shall limit Licensee's obligation to obtain all such regulatory Approvals, at Licensee's sole cost.

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

(d) **Exercise of Due Care.** Licensee shall use, and shall cause its Agents (defined in **Section 20** [Indemnity] below) to use, due care at all times to avoid any damage or harm to City's Facilities or other property and to native vegetation and natural attributes of the License Area and to minimize slope erosion. Licensee shall not disturb the surface of the License Area or perform any excavation work (including excavation work associated with any otherwise routine maintenance or repairs of any Licensee Facilities) without City's prior written approval, which City may withhold at its sole discretion. City shall have the right to condition and/or oversee any permitted excavation work. At its own expense, Licensee shall mark the location of City's Facilities within the License Area and shall not use any pick, plow, or other sharp tool to remove the two feet (2') of soil around any water transmission mains or other pipelines or appurtenances, provided that Licensee may use hand shovels or pneumatic shovels in compliance with all other terms and conditions of this License. Licensee shall immediately inform City of

any actual or potential damage to any of City's Facilities (including any damage to pipeline coatings), and any such damage shall be promptly repaired by Licensee, at its own expense, to City's satisfaction prior to backfilling; provided, at its sole discretion, City may elect to make any necessary repairs itself, at Licensee's sole cost, by notifying Licensee of such fact. Upon completion of the repairs, City shall send to Licensee a bill therefor, which Licensee shall pay within thirty (30) days following receipt. Under no circumstances shall Licensee damage, harm, or take any rare, threatened, or endangered species on or about the License Area.

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

(f) **Heavy Equipment.** Licensee shall not use any heavy construction equipment over or about City's Facilities, except as otherwise expressly allowed in Section 7(i) [Heavy Equipment and Vehicles] below.

(g) **Restoration of License Area.** Immediately following completion of any work permitted by this License, Licensee shall remove all debris and any excess dirt and shall restore the License Area to its condition immediately prior to such work by Licensee, to City's satisfaction. At City's request, Licensee shall restore excavated areas with new vegetation (including irrigation and maintenance until established) that complies with City's then-existing vegetation management policy or other applicable policy and erosion control netting.

(h) **Pipeline Depth/Installation of Above-Ground Markers.** Before commencing any excavation work approved by City in the License Area, Licensee shall measure the depth of any of City's Facilities located in the License Area and shall forward such information to City. Licensee shall install above-ground markers identifying the location of any underground Licensee Facilities installed pursuant to this License. The location, type, and installation of markers and identifying information on the markers shall be subject to the SFPUC's prior written approval.

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

(j) **Responsibility for Maintenance of Facilities.** Licensee shall be solely responsible for repairing and maintaining all Licensee Facilities placed in or on the License Area pursuant to this License in good and safe condition, and City shall have no duty whatsoever for any repair or maintenance of the License Area or any such Licensee Facilities. Licensee shall notify City in writing not less than five (5) days before performing any material repair or maintenance work (defined as any repair or maintenance that exceeds routine and regularly scheduled work performed by Licensee necessary to keep Licensee Facilities in good repair and operating condition) in the License Area, except in the case of an emergency when Licensee shall notify City telephonically and in writing as soon as reasonably possible. Licensee acknowledges that no work that contemplates any excavation on or about the License Area, including material repair or maintenance work, shall occur without City's prior written approval, which City may withhold at its sole discretion.

(k) **Revocability.** The installation of existing or future Licensee Facilities by Licensee, regardless of cost, shall not in any way whatsoever limit City's right to revoke this License pursuant to its terms or any of City's other rights under this License.

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

(m) **Cathodic and Other Protection.** City may adopt from time to time such rules and regulations with regard to the Licensee Facilities and operations under this License as City may determine are necessary or appropriate, at City's sole discretion, to safeguard against corrosion of, or other damage to, City's Facilities. Upon receipt of a copy of such rules and regulations, Licensee shall immediately comply with them.

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

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

(b) **Trees and Other Plantings.** Except as otherwise expressly provided in this License, Licensee shall not plant any trees or other vegetation in or on the License Area, except in accordance with detailed plans consistent with the SFPUC's vegetation management policy and as approved by the SFPUC in writing in advance.

(c) **Dumping.** Licensee shall not cause or permit the dumping or other disposal in, on, under, or about the License Area of landfill, refuse, Hazardous Material (defined in Section 7(d) [Hazardous Material] below) or any other materials, including materials that are unsightly or could pose a hazard to the human health or safety, native vegetation or wildlife, or the environment.

(d) **Hazardous Material.** Licensee shall not cause, nor shall Licensee allow any of its Agents or Invitees (defined in Section 20 [Indemnity] below) to cause, any Hazardous Material to be brought upon, kept, used, stored, generated, released, or disposed of in, on, under, or about the License Area, or transported to, from, or over the License Area. Licensee shall immediately notify City when Licensee learns of, or has reason to believe that, a release of Hazardous Material has occurred in, on, under, or about the License Area. Licensee shall further comply with all laws, statutes, ordinances, rules, regulations, policies, orders, edicts, and the like (collectively, "Laws") requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary or desirable to mitigate the release or minimize the spread of contamination. If Licensee or its Agents or Invitees cause a release of Hazardous Material, Licensee shall promptly return the License Area to the condition immediately prior to the release without cost to City and in accordance with all Laws and using commonly accepted, effective practices to remediate and mitigate the release. In connection with any such release, Licensee shall afford City a full opportunity to negotiate and participate in any discussion with governmental agencies and environmental consultants regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Material, and any other abatement or clean-up plan, strategy, and procedure. For

purposes of this License, "**Hazardous Material**" means material that, because of its quantity, concentration, or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state, or local governmental authority to pose a present or potential hazard to public health, welfare, or the environment. Hazardous Material includes the following: any material or substance defined as a "hazardous substance, pollutant, or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 *et seq.*, or pursuant to Section 25316 of the California Health & Safety Code or any other federal, state, or local Law; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials in the License Area; and any petroleum, including crude oil or any crude-oil fraction, natural gas, or natural gas liquids, provided, the foregoing shall not prohibit Licensee from traversing to, from, and across the License Area in standard motor vehicles that do not exceed the weight limitations set forth below. The term "**release**" or "**threatened release**" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under, or about the License Area.

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

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

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

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

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

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

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

(iii) Licensee shall not use vibrating compaction equipment without the SFPUC's prior written approval, which approval may be withheld at the SFPUC's sole discretion.

(iv) If the depth of the soil cover over any of City's Facilities (determined by potholing or other proof procedure) is less than the minimum stated in Subsection (i) above, unless an alternate method is approved by the SFPUC in writing, all excavation and grading over any of City's Facilities shall be performed manually. For any machinery equipment excavation and grading over and within twenty feet (20') on each side of the centerline of any of City's pipelines (measured on the surface), Licensee shall submit a written proposal together with all supporting calculations and data to the SFPUC for review and approval. In any case, the two feet (2') of soil around any City pipeline or other of City's Facilities shall be removed manually or by other methods approved by the SFPUC with due care as provided in Section 6(d) [Exercise of Due Care] above.

8. License Fee(s). Intentionally Omitted.

9. Insurance.

(a) Licensee shall procure and keep in effect at all times during the term of this License, at Licensee's expense, and cause its contractors and subcontractors engaged to perform any work permitted by this License on or about the License Area ("Licensee Contractors") to maintain at all times during any construction activities on or about the License Area, insurance as follows: (i) Commercial General Liability Insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence combined single limit for bodily injury and property damage, including coverages for contractual liability, personal injury, independent contractors, explosion, collapse and underground (XCU), Broadform Property Damage, Sudden and Accidental Pollution, Products Liability, and Completed Operations; (ii) Business Automobile Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for bodily injury and property damage, including coverages for owned, non-owned, and hired automobiles, as applicable, if Licensee uses or causes to be used any vehicles in connection with its use of the License Area, and (iii) Workers' Compensation Insurance, including employer's liability coverage with limits of not less than One Million Dollars (\$1,000,000) each accident.

In lieu of the foregoing insurance required of Licensee (but not in lieu of insurance to be provided by Licensee Contractors), Licensee can elect to self-insure, to the extent permitted by applicable law, by providing City adequate evidence acceptable to City of its self-insurance program. If Licensee elects to self-insure, on or before the Commencement Date and upon written request by the SFPUC, within thirty (30) days of the commencement of each year thereafter, Licensee shall submit to the SFPUC a certificate of self-insurance signed by a duly authorized representative of Licensee, such certificate evidencing that Licensee's self-insurance program is adequately funded, in full force and effect, and in compliance with and subject to all the terms, agreements, covenants, conditions, and provisions of this License. Licensee shall give the SFPUC written notice of any significant change in or the depletion of its self-insurance fund. If, in City's judgment, any such change or depletion results in Licensee's inability to adequately cover the risks resulting from the activities permitted on the License Area by this License through its self-insurance program, City may require Licensee to obtain promptly the insurance

coverages required by this License or, if such insurance is not so obtained, terminate this License by delivery of notice to Licensee.

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

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

(b) All policies required by this License shall be effected by valid and enforceable policies issued by insurers of recognized responsibility and reasonably approved by City and provide for the following: (i) name as additional insureds the City and County of San Francisco, its Public Utilities Commission, and their respective officers, agents, and employees; (ii) specify that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this License and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limit of liability, and (iii) include a waiver of subrogation endorsement or provision whereby the insurer acknowledges acceptance of Licensee's or a Licensee Contractor's waiver of claims against City. Such policies shall also provide for severability of interests and that an act or omission of one of the named insureds that would void or otherwise reduce coverage shall not reduce or void the coverage as to any insured, and shall afford coverage for all claims based on acts, omissions, injury, or damage that occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period. Sudden and accidental pollution coverage in the liability policies required by this License shall be limited to losses resulting from Licensee's activities (and Licensee's Agents, and Invitees) or Licensee Contractors' activities (as applicable) under this License (excluding nonnegligent aggravation of existing conditions with respect to Hazardous Material).

(c) All insurance policies required to be maintained by Licensee or any Licensee Contractor by this License shall be endorsed to provide thirty (30) days' prior written notice to City of cancellation for any reason, intended non-renewal or reduction in coverage. Notice to City shall be mailed to the address(es) for City set forth in Section 30 [Notices] below.

(d) Unless Licensee elects to self-insure in compliance with the provisions of Subsection (a) above, prior to the Commencement Date of this License, Licensee shall deliver to City certificates of insurance and additional insured policy endorsements from insurers in a form satisfactory to City, evidencing the coverages required by this License, together with complete copies of the policies at City's request. At least five (5) business days prior to the commencement of any work permitted by this License on or about the License Area by any Licensee Contractor, Licensee shall deliver, or cause to be delivered, to City certificates of insurance and additional insured policy endorsements from insurers in a form satisfactory to City, evidencing the coverages required by this License. If Licensee shall fail to procure, or cause the procurement of, such insurance, or to deliver, or cause the delivery of, such policies or certificates, at its option, City may procure the same for the account of Licensee, and any resulting costs shall be paid to City within five (5) days after delivery to Licensee of bills therefor.

(e) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense



costs be included in such general annual aggregate limit, such general aggregate limit shall double the occurrence or claims limits specified above.

(f) Should any of the required insurance be provided under a claims-made form, Licensee shall maintain, or cause its Licensee Contractors to maintain, such coverage continuously throughout the term of this License and, without lapse, for a period of three (3) years beyond the License expiration or termination, to the effect that should any occurrences during the License term give rise to claims made after expiration or termination of the License, such claims shall be covered by such claims-made policies.

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

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

10. **Compliance with Laws.** At its expense, Licensee shall conduct and cause to be conducted all activities on the License Area allowed under this License in a safe and reasonable manner and in compliance with all Laws of any governmental or other regulatory entity (including the Americans with Disabilities Act) and all covenants, restrictions, and provisions of record, whether presently in effect or subsequently adopted and whether or not in the contemplation of the parties. At its sole expense, Licensee shall procure and maintain in force at all times during its use of the License Area any and all business and other licenses or approvals necessary to conduct the activities allowed under this License. Licensee understands and agrees that City is entering into this License in its capacity as a property owner with a proprietary interest in the License Area and not as a regulatory agency with police powers. No approval by City for purposes of this License shall be deemed to constitute approval of any federal, state, City, or other local regulatory authority with jurisdiction, and nothing in this License shall limit Licensee's obligation to obtain all such regulatory approvals at Licensee's sole cost, or limit in any way City's exercise of its police powers.

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

12. **Monuments.**

(a) By its execution and delivery of this License, Licensee acknowledges that the monuments shown on the attached **Schedule B**, if any, are in place and in good condition. During the installation by or on behalf of Licensee of any Licensee Facilities or improvements permitted by this License and at all times during Licensee's use of the License Area, Licensee shall protect and safeguard City's monuments. Licensee shall promptly notify City in the event Licensee becomes aware of any change in the condition of City's monuments, regardless of the cause of such change.

(b) If Licensee damages a monument necessitating resurvey, repair, or replacement, as determined by City at its sole discretion, at its sole cost, Licensee shall survey, file a land surveyor's map in the County Office, and install a replacement monument within thirty (30) days of completion of work authorized under this License, all to City's satisfaction. A recorded surveyor's map shall be furnished by Licensee to the SFPUC for its records.

(c) During the term of this License, City may replace missing monuments or install new monuments. City shall give Licensee written notice if City replaces missing monuments or installs new monuments. Upon receipt of such notice, Licensee shall assume the protection and replacement responsibilities set forth in this License.

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

**14. Interruption or Disruption of License Area.** Without limiting City's rights under this License, if Licensee's use of the License Area is interrupted or disrupted for any reason, including in connection with any City request for the removal or alteration of Licensee Facilities located on the License Area pursuant to Section 13 [Removal or Alteration of Facilities] above, at Licensee's sole cost, Licensee shall be responsible for: (a) any and all costs of alteration, removal, and/or restoration of Licensee's improvements to a condition similar to that which existed prior to such interruption, disruption, alteration, or removal, and (b) the implementation or satisfaction of any mitigation measures or obligations that may arise under applicable law, including the California Environmental Quality Act ("CEQA"), related to any interruption or disruption of Licensee's use of the License Area. City will not be responsible for mitigation of any potential recreational use impacts or other impacts associated with any interruption or disruption of use of the License Area, or any costs related thereto. If Licensee fails to promptly perform its obligations under this Section, at its sole option, City may elect to terminate this License immediately upon written notice, or to exercise any and all other rights or remedies available to City under this License or at law, including the rights set forth in Section 18 [City's Right to Cure Defaults by Licensee] below.

City would not be willing to give this License in the absence of Licensee's assurances under this Section 14, and Licensee expressly assumes any and all liability or obligations that may arise under this Section 14.

**15. Signs.** Licensee shall not place, erect, or maintain any sign, advertisement, banner, or similar object in, on, or about the License Area without City's prior written consent, which City may withhold at its sole discretion; provided, however, Licensee may place in the License Area a temporary sign of less than thirty (30) days' duration that is necessary for Licensee's

construction use and that does not extend below the ground surface without City's prior written consent.

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

17. **Repair of Damage.** If any portion of the License Area or any City property located on or about the License Area is damaged or threatened by any of the activities conducted by Licensee or anyone acting by or through Licensee under this License, at its sole cost, Licensee shall immediately notify City by telephone to the SFPUC's dispatch operator at (650) 872-5900 of such damage or threat. City may, but shall not be obligated to, remedy such damage or threat at Licensee's sole cost, or City may elect to witness Licensee's repair work. If City elects not to remedy such damage or threat, Licensee shall repair any and all such damage and restore the License Area or property to its previous condition subject to City's inspection, review, and approval. City has no responsibility or liability of any kind with respect to any utilities that may be on, in, or under the License Area. Licensee has the sole responsibility to locate such utilities and other existing facilities and protect them from damage. Licensee shall be solely responsible for arranging and paying directly for any utilities or services necessary for its activities under this License; provided, Licensee shall obtain City's prior written approval to the provision of such services or utilities in, on, under, or through the License Area.

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

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

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

Invitees, (d) any release or discharge, or threatened release or discharge, of any Hazardous Material caused or allowed by Licensee, its Agents, or Invitees, on, in, under, or about the License Area, any improvements or into the environment, or (e) any failure by Licensee to faithfully observe or perform any terms, covenants, or conditions of the Recorded Documents or this License to the extent that such terms, covenants, or conditions relate to or are triggered by the work to be performed or the Licensee Facilities to be installed pursuant to this License; except solely to the extent of Claims resulting directly from the gross negligence or willful misconduct of City or City's authorized representatives. In addition to Licensee's obligation to indemnify City, Licensee specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim that actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent, or false, which obligation arises at the time such claim is tendered to Licensee by City and continues at all times thereafter. The foregoing indemnity shall include reasonable attorneys', experts' and consultants' fees and costs, investigation and remediation costs, and all other reasonable costs and expenses incurred by the indemnified parties, including damages for decrease in the value of the License Area and claims for damages or decreases in the value of adjoining property. Licensee's obligations under this Section shall survive the expiration or other termination of this License.

**21. Waiver of Claims.**

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

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

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

(d) Licensee expressly acknowledges and agrees that any fees or costs payable by Licensee under this License do not take into account any of City's potential liability for any consequential or incidental damages including lost profits arising out of disruption to the Licensee Facilities or Licensee's uses permitted under this License. City would not be willing to give this License in the absence of a waiver of liability for consequential or incidental damages resulting from the acts or omissions of City or its Agents, and Licensee expressly assumes the risk with respect thereto. Accordingly, without limiting any indemnification obligations of Licensee or other waivers contained in this License and as a material part of the consideration for this License, Licensee fully RELEASES, WAIVES, AND DISCHARGES forever any and all claims, demands, rights, and causes of action against for consequential and incidental damages

including lost profits and covenants not to sue for such damages, City, its departments, commissions, officers, directors, and employees, and all persons acting by, through or under each of them, arising out of this License or the uses authorized under this License, including any interference with uses conducted by Licensee pursuant to this License, regardless of the cause, and whether or not resulting from the negligence of City or its Agents, except for the gross negligence and willful misconduct of City or its Agents.

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

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

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

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

## **22. As Is Condition of License Area; Disclaimer of Representations; CASp Disclosure.**

(a) Licensee accepts the License Area in its "AS IS" condition, without representation or warranty of any kind by City, its officers, agents, or employees, and subject to all applicable laws, rules and ordinances governing the use of the License Area. Without limiting the foregoing, this License is made subject to any and all existing and future covenants, conditions, restrictions, easements, encumbrances, and other title matters affecting the License Area, whether foreseen or unforeseen, and whether such matters are of record or would be disclosed by an accurate inspection or survey.

(b) California law requires commercial property owners to disclose on every rental agreement whether the property being rented has undergone inspection by a Certified Access Specialist ("CASp") to determine whether the property meets all applicable construction-related accessibility standards pursuant to California Civil Code Section 55.53.

The law does not require owners to have the inspections performed. Pursuant to California Civil Code Section 1938, Licensee is hereby advised that the License Area has not been inspected by a CASp.

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

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

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

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

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

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

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

(a) Licensee recognizes and understands that this License may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on such interest. Licensee further recognizes and understands that any transfer or assignment permitted under this License and any exercise of any option to renew or extend this License may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created pursuant to this License.

(b) Licensee shall pay taxes of any kind, including possessory interest taxes, that may be lawfully assessed on the interest hereby created and to pay all other taxes, excises, licenses, permit charges, and assessments based on Licensee's usage of the License Area that may be imposed upon Licensee by law, all of which shall be paid when the same become due and payable and before delinquency.

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

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

**City or the SFPUC:** Real Estate Services Division  
San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 10<sup>th</sup> Floor  
San Francisco, California 94102  
Attn: Real Estate Director  
Re: Senior Garden P3986A

**Licensee:** City of Mountain View  
500 Castro Street  
Mountain View, California 94039-7540  
Attn: Real Property Program Administrator  
Re: Senior Garden P3986A

A properly addressed notice transmitted by one of the foregoing methods shall be deemed received upon confirmed delivery, attempted delivery, or rejected delivery. Neither party may give official or binding notice by facsimile or e-mail.

31. **Prohibition of Tobacco Sales and Advertising.** No advertising of cigarettes or tobacco products is allowed on the License Area. This advertising prohibition includes the placement of the name of a company producing, selling, or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This advertising prohibition does not apply to any advertisement sponsored by a state, local, nonprofit, or other entity designed to (a) communicate the health hazards of cigarettes and tobacco products, or (b) encourage people not to smoke or to stop smoking.

32. **Prohibition of Alcoholic Beverage Advertising.** No advertising of alcoholic beverages is allowed on the License Area. For purposes of this Section, "alcoholic beverage" shall be defined as set forth in California Business and Professions Code Section 23004, and shall not include cleaning solutions, medical supplies and other products and substances not intended for drinking. This advertising prohibition includes the placement of the name of a company producing, selling, or distributing alcoholic beverages or the name of any alcoholic beverage in any promotion of any event or product. This advertising prohibition does not apply to any advertisement sponsored by a state, local, nonprofit, or other entity designed to (a) communicate the health hazards of alcoholic beverages, (b) encourage people not to drink alcohol or to stop drinking alcohol, or (c) provide or publicize drug or alcohol treatment or rehabilitation services.

33. **Pesticide Prohibition.** Licensee shall comply with the provisions of Section 308 of Chapter 3 of the San Francisco Environment Code (the "**Pesticide Ordinance**") that (a) prohibit the use of certain pesticides on City property, (b) require the posting of certain notices and the maintenance of certain records regarding pesticide usage and (c) require Licensee to submit to the SFPUC an integrated pest management ("IPM") plan that (i) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Licensee may need to apply to the License Area during the term of this License, (ii) describes the steps Licensee will take to meet City's IPM Policy described in Section 300 of the Pesticide Ordinance, and (iii) identifies, by name, title, address, and telephone number, an individual to act as the Licensee's primary IPM contact person with City. In addition, Licensee shall comply with Sections 303(a) and 303(b) of the Pesticide Ordinance.

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

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

36. **Food Service and Packaging Waste Reduction.** In the performance of this License, Licensee shall comply fully with and be bound by all applicable provisions of the Food Service and Packaging Waste Reduction Ordinance, as set forth in the San Francisco Environment Code, Chapter 16, including the remedies provided therein, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated into this License by reference and made a part of this License as though fully set forth in this License. Accordingly, Licensee acknowledges that City contractors and lessees may not use Disposable Food Service Ware that contains Polystyrene Foam in City buildings or structures and while performing under a City contract or lease, and shall instead use suitable Biodegradable/Compostable or Recyclable Disposable Food Service Ware. This provision is a material term of this License.

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

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

39. **General Provisions.** (a) This License may be amended or modified only by a writing signed by City and Licensee. (b) No waiver by any party of any of the provisions of this License shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. No waiver shall be deemed a subsequent or continuing waiver of the same, or any other, provision of this License. (c) Except as expressly provided to the contrary, all approvals, consents, and determinations to be made by City under this License may be made at City's sole and absolute discretion. (d) This instrument (including any attached Exhibits or Schedule(s)) contains the entire agreement between the parties regarding the use or occupancy of the Licensed Area by Licensee and all prior written or oral negotiations, discussions, understandings, and agreements are merged in this License. (e) The section and other headings of this License are for convenience of reference only and shall be disregarded in the interpretation of this License. (f) Time is of the essence in all matters relating to this License. (g) This License shall be governed by California law and City's Charter. (h) If either party commences an action against the other or a dispute arises under this License,



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

*(SIGNATURES ON FOLLOWING PAGE)*

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

**LICENSEE:**

**CITY OF MOUNTAIN VIEW,**  
a municipal corporation

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

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

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

**CITY:**

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

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

HARLAN L. KELLY, JR.  
General Manager  
San Francisco Public Utilities Commission

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

**APPROVED AS TO FORM:**

**DENNIS J. HERRERA**  
City Attorney

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

Richard Handel, Deputy City Attorney

**APPROVED AS TO FORM**

*Richard Handel*  
S. Asst. CITY ATTORNEY

Authorized by  
San Francisco Public Utilities Commission

Resolution No. \_\_\_\_\_

Adopted: \_\_\_\_\_

Attested: \_\_\_\_\_

Secretary  
San Francisco Public Utilities Commission

## SCHEDULE A

### **Description of License Area**

All that certain real property located in Santa Clara County, California, described as follows:

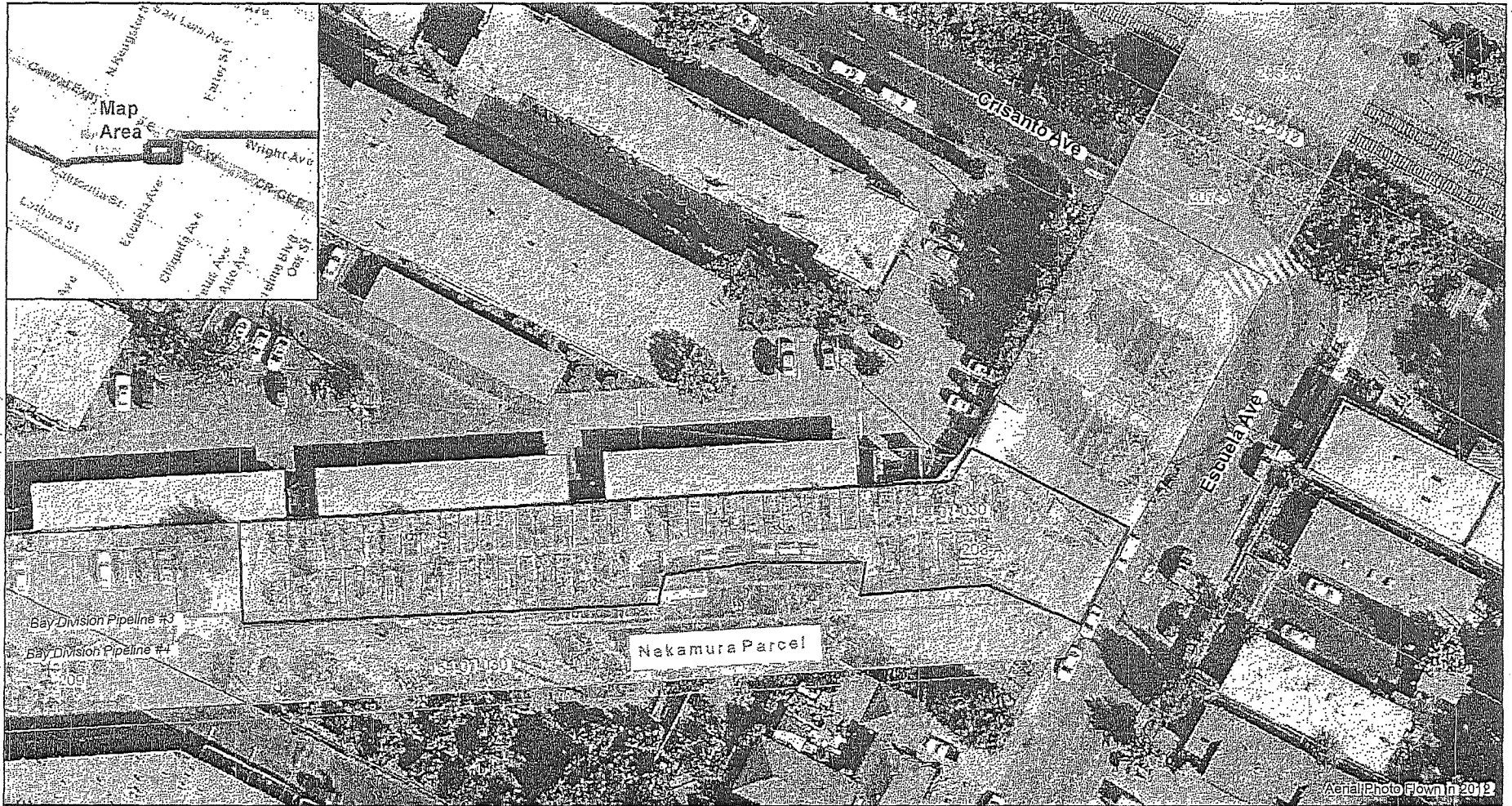
An approximately 14,350 square-foot portion of SFPUC Parcel 208-A, according to the SFPUC's records and as shown on Drawing No. 3986A attached as Schedule B and made a part of this License commonly known as the Senior Garden, near Escuela Avenue and Crisanto Avenue in Santa Clara County, in the City of Mountain View, California.

**SCHEDULE B**

**Drawing No. 3986A**

*(See attached)*

# Drawing No. 3986A



Approx. Location: 37.400188 (lat)  
-122.092479 (long)

- License Area
- SFPUC land (in fee)
- Tax Assessor Parcel
- SFPUC Pipeline
- Easement / other right to SFPUC



**Hetch Hetchy**  
Regional Water System  
Real Estate Services

**Senior Garden**  
at Crisanto & Escuela Ave

SFPUC Parcel #: 208-A

APN: 154-01-030

Author: Joel Mandella Revised Date: 10/11/2016

The City does not guarantee that the information is accurate or complete. The City is not responsible for any damages arising from the use of data. Users should verify the information before making project commitments. This map shows the approximate limits of the licensed area and estimated pipeline locations, and will not be exact.



Scale 1:751

0 15 30 60 90 120 Feet

**SCHEDULE C**

**Deed**

*(See attached)*

Par. 208-A B-666-A

(No documentary stamps required)

S.J.A. 202094-A

202094-SJA  
DEED

WILLIAM JOSEPH and NORA JOSEPH, his wife, the first parties, hereinafter referred to as the Grantors, hereby grant to CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, the second party, hereinafter referred to as the City, the following described real property situated in the County of Santa Clara, State of California:

A strip of land 80 feet wide lying 40 feet either side of the following described line and extensions thereto, across that certain parcel of land conveyed by J. Joseph et al, to William Joseph by deed dated January 22, 1946 and recorded June 17, 1947 in Volume 1442 of Official Records, page 301, Santa Clara County, hereinafter referred to as the William Joseph Parcel; said line being more particularly described as COMMENCING at a point in the Southerly boundary of the existing Crisanto Avenue, distant thereon North 63° 30' 15" West 40.00 feet from its point of intersection with the Westerly boundary of the existing Escuela Avenue, formerly known as Castro Avenue; thence from said point of commencement, South 26° 17' West 166.36 feet and South 85° 42' 30" West 402.67 feet to a point in the common boundary between the above mentioned William Joseph Parcel and that certain parcel of land conveyed to Manuel Joseph by that certain Decree of Distribution of the Estate of Martin Joseph, deceased, dated April 29, 1922 and recorded May 19, 1922 in Book 552 of Deeds, page 194, Records of Santa Clara County; hereinafter referred to as the Manuel Joseph Parcel; said point being distant along said common boundary South 63° 38' East 418.88 feet from the most Westerly corner of the above mentioned William Joseph Parcel; the Northerly end of said strip being the above mentioned Southerly boundary of Crisanto Avenue and the Westerly end of said strip being the above mentioned common boundary between the William Joseph and Manuel Joseph Parcels, CONTAINING 1.045 Acres.

TOGETHER with all right, title and interest of the first parties in and to those portions of said Crisanto Avenue and Escuela Avenue adjoining the above described land.

ALSO the right to cut any and all existing fences and to install gates therein at such points as may be necessary for the convenience of the City in the use of said parcel of real property, and the right to protect pipes and other structures or improvements of the City by means of fences or otherwise; provided, however, that the City shall not construct any other fences upon or with respect to said parcel of real property without the consent of the Grantors. If the City should damage the Grantors' roads or fences, the City shall, at its own expense, repair such damage.

THIS DEED IS MADE SUBJECT TO THE FOREGOING AND THE FOLLOWING  
COVENANTS:

1. The Grantors are permitted the right to plant, cultivate, irrigate, harvest and retain crops from the parcel of land herein described, and to use said land for pasturage, until such time as the City requires said land for construction purposes, and thereafter to cultivate, plant, irrigate, harvest and retain crops from, and to use for pasturage, such parts of said parcel of land as are not actually needed by the City for the construction, maintenance, repair, operation, renewal and replacement of its aqueduct pipe lines and other structures or improvements, appurtenances and appliances; provided, that the Grantors shall not plant any trees on said above described parcel of real property.

2. The Grantors are permitted the right to construct, maintain, use, repair, replace, and renew, over and across said parcel of land, (but not along in the direction of the City's pipe line or lines), fences, roads, streets, earth fills, sewers, water pipes, gas pipes, electric power lines, telephone lines, telegraph lines; provided, however, that the locations and grades of such improvements and structures of the Grantors, and the amount of any earth fill, proposed to be placed on said parcel of real property by the Grantors, shall first be approved by the City's Public Utilities Commission; provided further, that the Grantors shall not use said parcel of land, or permit the same to be used, for any purpose or in any manner which will interfere with, damage, or endanger in any way any aqueduct pipe lines, and other structures and improvements, appurtenances or appliances, of the City. The Grantors shall install gates in any additional fences which he may construct across said parcel of real property sufficient in width to allow passage of trucks and other equipment.



3. After installation of the City's first pipe line, the City's Public Utilities Commission shall give the Grantors at least six months' written notice before commencing construction of any additional aqueduct pipe lines, utilities, and other structures or improvements on said parcel of real property.

4. All notices to be given between the parties hereto shall be in writing and served personally or by depositing the same in the United States mail, postage prepaid and addressed to City at the office of its Manager of Utilities, City Hall, San Francisco, California; and to Grantors at 1915 Crisanto Avenue, Mountain View, California, and the said notice shall be binding upon any successor in interest of the Grantors unless the City is notified in writing of the address of said successor in interest, in which case said notice of the City is to be sent thereto.

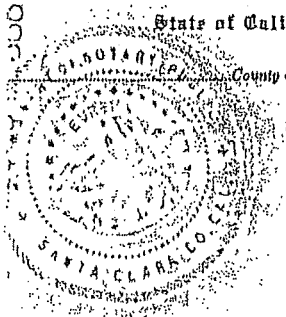
5. The tops of all of City's pipe lines and conduits shall be laid below the surface of the ground and covered to a depth of not less than 24 inches, excepting pipe line appurtenances which may be constructed flush with or above the surface of the ground.

6. The covenants herein set forth shall inure to the benefit of, and bind, the heirs, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the first parties have executed this conveyance this 6th day of February, 1950.

State of California,

County of Santa Clara.



On this 6th day of February A. D. 1950 before me,

J. V. MANFREDI a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared

Nora Joseph and  
William Joseph

known to me to be the persons whose names are subscribed to the within Instrument, and acknowledged to me that they executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

J. V. Manfredi  
Notary Public in and for said County and State of California.

LAND PURCHASES—BAY DIVISION TYPE  
LINE NO. 3

Resolution No. 9463  
(Series of 1939)

RESOLVED, in accordance with the written offers on file in the office of the Director of Property and the recommendation of the Public Utilities Commission, that the City and County of San Francisco, a municipal corporation, accept deeds from the following named parties, or the legal owners, to certain parcels of land in Santa Clara County, California, required for the Bay Division Type, Line No. 3, and that the sum set forth opposite their names be paid for said real property from Appropriation No. 50,650.00:

Gonzalez, Agostino et ux.	215.00
Eugene T. Murphy	1,000.00
Juan G. Gutierrez et ux.	3,150.00
Joseph B. Chirides et ux.	1,200.00
Max. Watson	570.00
Louise Stael	385.00
Helen Carl	455.00
Rosa Martin Jimenez	4,245.00
William Joseph et ux.	4,400.00
Olga E. Dewitt et ux.	722.00
Ray J. Fisher et ux.	455.00
Henry, Erasmey et ux.	2,370.00

The sum of \$23,187.00 required for the purpose of this resolution was previously certified under Resolution No. 2175, Series of 1939, for the acquisition of said real property through eminent domain proceedings, and inasmuch as it now appears that said proceedings will not be necessary with respect to said property, the Controller is authorized to release this amount from the previous certification and make said amount available for the purpose herein set forth. In the event that it should become necessary to proceed under eminent domain proceedings, the Controller is authorized to make the necessary adjustment of funds.

The City Attorney shall examine and approve the title of said property.

I hereby certify that the foregoing resolution was adopted by the Board of Supervisors of the City and County of San Francisco at its meeting of Jan. 16, 1950.

JOHN R. McGRATH, Clerk  
Approved, Jan. 17, 1950.  
ELMER E. ROBINSON, Mayor

1X

STATE OF CALIFORNIA } ss.  
City and County of San Francisco }

CLERK'S CERTIFICATE

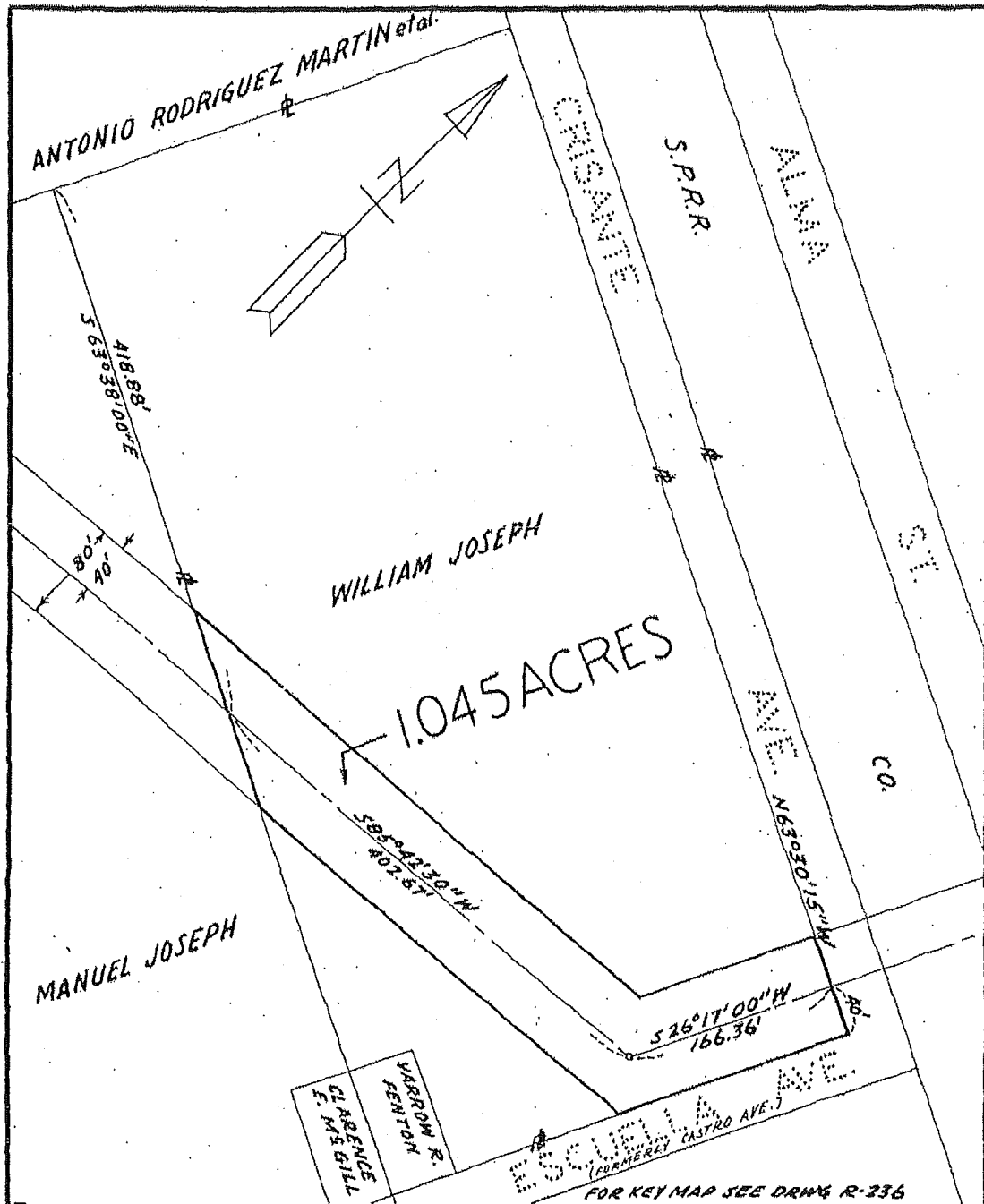
BOOK 1936 PAGE 389

I, John R. McGrath, Clerk of the Board of Supervisors of the City and County of San Francisco, do hereby certify

that the annexed Resolution No. 9463 (Series of 1939) is a full, true and correct copy of the original thereof on file in the office of the Clerk of the Board of Supervisors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City and County this 24 day of January, 1950.

John R. McGrath  
Clerk of the Board of Supervisors, City and County of San Francisco



CITY AND COUNTY OF SAN FRANCISCO  
PUBLIC UTILITIES COMMISSION  
SAN FRANCISCO WATER DEPARTMENT

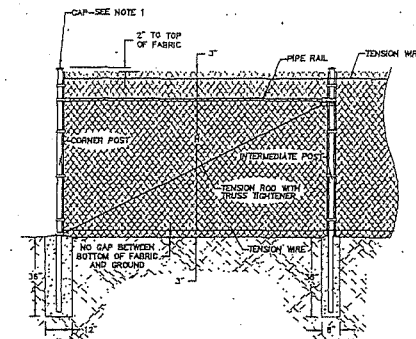
BAY DIVISION PIPE LINE NO. 3  
PARCEL NO. 208A  
SANTA CLARA COUNTY

APPROVED	SCALE 1"=100'	BY C.W.	DR. H.L.	DRAWING NO.
APPROVED		TR. M.R.P.	CH. D.I.	B 666A
GENERAL MANAGER AND CHIEF ENGINEER		DATE 5-18-49	REVISED	

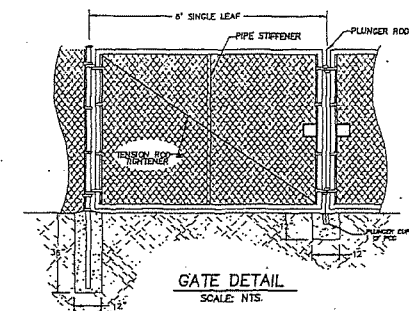
**SCHEDULE D**

**Approved Plans and Specifications**

*(See attached)*



FENCE DETAIL  
SCALE: NTS



GATE DETAIL  
SCALE: NTS.

NOTES:

1. SECURE DRIVE-PIV GALVANIZED CAP TO POST WITH 1/4" ROUND-HEAD RIVET.
2. H DENOTES FABRIC WIDTH AND NOMINAL FENCE HEIGHT. H=6" UNLESS OTHERWISE NOTED.  
FENCE & GATE WITH SUPREME PRIVACY VINYL.
3. IF FENCE WITH TOP RAIL IS SPECIFIED, DELETE STEEL TENSION WIRE AT TOP, AND PIPE RAILS AT INTERMEDIATE, SLOPE END AND CORNER POSTS. EXTEND TENSION ROD TO TOP RAIL.
4. RAIL CONNECTIONS MAXIMUM 10". ALL GATE AND FENCE POSTS SHALL BE  
AT LEAST 4 FEET FROM EDGE OF PIPELINE.
5. FILL CLEARING GREATER THAN 3" WITH FABRIC. FOR OPENING LESS THAN 18",  
THE FABRIC TO POSTS.
6. GARDENING IS FOR FLOWERS AND VEGETABLES ONLY (NO TREES ALLOWED).
7. RELOCATE HOMEOWNER'S WATER LINE TO SOUTH OF NEW FENCE AREA.

<b>REVISIONS</b> NO. DATE DESCRIPTION DATE			CITY OF MOUNTAIN VIEW, CALIFORNIA DEPARTMENT OF PUBLIC WORKS 520 CASTRO STREET, MOUNTAIN VIEW, CA 94041	
DESIGNED BY: _____ DRAWN BY: _____ CHECKED BY: _____ PROJECT ENGINEER: _____ DATE: _____			<b>SENIOR CENTER TEMPORARY GARDEN</b>	
			SCALE: AS SHOWN DATE: 03-10-03 SHEET: _____	
			RECOMMENDED FOR APPROVAL: _____ APPROVED FOR CONSTRUCTION: _____	
			ASSISTANT PUBLIC WORKS DIRECTOR: _____ BY: _____ DATE: _____	

**EXHIBIT G-5**

**Form of License for Rex Manor Park P3845A**

*[see attached]*

SAN FRANCISCO PUBLIC UTILITIES COMMISSION  
REVOCABLE LICENSE

(License #P3845A-Rex Manor Park)  
(Supersedes and replaces former SFPUC Revocable Permit #P3845)

THIS REVOCABLE LICENSE (this "License") dated for reference purposes only as of \_\_\_\_\_, 2019, is made by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City"), acting by and through its Public Utilities Commission ("SFPUC"), and the CITY OF MOUNTAIN VIEW, a municipal corporation ("Licensee").

City and Licensee agree as follows:

1. **License.** City confers to Licensee a revocable, personal, non-exclusive, and non-possessory privilege to enter upon and use that certain real property owned by City situated in the County of Santa Clara, State of California, more particularly described in the attached **Schedule A** (the "License Area"), for the limited purpose and subject to the terms, conditions, and restrictions set forth below. The License Area is shown generally on Drawing No. 3845A attached as **Schedule B**. This License gives Licensee a license only and, notwithstanding anything to the contrary in this License, it does not constitute a grant by City of any ownership, leasehold, easement, or other property interest or estate whatsoever in any portion of the License Area. Nothing in this License shall be construed as granting or creating any franchise rights pursuant to any federal, state, or local laws.

THE PRIVILEGE GIVEN TO LICENSEE UNDER THIS LICENSE IS EFFECTIVE ONLY INsofar AS CITY'S RIGHTS IN THE LICENSE AREA ARE CONCERNED, AND LICENSEE SHALL OBTAIN ANY FURTHER PERMISSION NECESSARY BECAUSE OF ANY OTHER EXISTING RIGHTS AFFECTING THE LICENSE AREA. WITHOUT LIMITING THE FOREGOING, THIS LICENSE IS BEING ISSUED SUBJECT AND SUBORDINATE TO ALL OF THE TERMS AND CONDITIONS OF THAT CERTAIN DEED, DATED JANUARY 31, 1951, AND RECORDED FEBRUARY 5, 1951, IN BOOK 2146, PAGE 508, OF THE OFFICIAL RECORDS OF SANTA CLARA COUNTY, PURSUANT TO WHICH CITY ACQUIRED ITS INTEREST IN THE LICENSE AREA, A COPY OF WHICH IS ATTACHED TO THIS LICENSE AS **SCHEDULE C (THE "DEED")**, AND ALL OTHER EXISTING AND FUTURE DOCUMENTS AND INSTRUMENTS OF RECORD AFFECTING THE LICENSE AREA (COLLECTIVELY, WITH THE DEED, THE "**RECORDED DOCUMENTS**"). LICENSEE MUST SECURE ALL ADDITIONAL NECESSARY APPROVALS, LICENSES, AND CONSENTS, AND DELIVER ALL NECESSARY NOTICES, BEFORE COMMENCING WORK IN THE LICENSE AREA, INCLUDING ANY APPROVALS, LICENSES, CONSENTS, OR NOTICES REQUIRED FROM OR TO THE GRANTOR UNDER THE RECORDED DOCUMENTS. FOR CITY'S BENEFIT, LICENSEE COVENANTS AND AGREES THAT LICENSEE SHALL FULLY COMPLY WITH THE TERMS AND CONDITIONS OF THE RECORDED DOCUMENTS AND ANY OTHER RULES AND REGULATIONS PROMULGATED BY CITY AS THEY APPLY TO ANY WORK TO BE PERFORMED OR ANY LICENSEE FACILITIES (DEFINED IN **SECTION 6 [INSTALLATION OF FACILITIES]** BELOW) THAT WILL OR MAY BE INSTALLED ON OR WITHIN THE LICENSE AREA, AND CITY SHALL HAVE NO RESPONSIBILITY OR LIABILITY OF ANY KIND WITH RESPECT THERETO. LICENSEE ACKNOWLEDGES AND AGREES THAT NEITHER CITY NOR ANY OF ITS DEPARTMENTS, COMMISSIONS, OFFICERS, DIRECTORS, AND EMPLOYEES, AND ALL PERSONS ACTING BY, THROUGH, OR UNDER EACH OF THEM, HAVE MADE, AND CITY HEREBY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING TITLE, THE PRESENT OR FUTURE SUITABILITY OF THE LICENSE AREA FOR LICENSEE'S INTENDED WORK, THE

LICENSEE FACILITIES, OR USE, THE IMPACT OF ANY TERM OR CONDITION OF THE RECORDED DOCUMENTS ON LICENSEE'S RIGHTS UNDER THIS LICENSE, OR THE ABILITY TO OBTAIN OR DELIVER, OR THE PROCEDURE FOR OBTAINING OR DELIVERING, ANY NECESSARY APPROVALS, LICENSES, CONSENTS, OR NOTICES FROM OR TO THE GRANTOR UNDER THE RECORDED DOCUMENTS OR ANY OTHER PARTY WITH RESPECT TO ANY MATTERS CONTAINED IN THIS LICENSE.

2. **Supersession and Revocation.** Effective as of the Commencement Date (defined in Section 3 [Term of License] below), this License shall immediately supersede, replace, and revoke SFPUC Revocable Permit dated January 1, 1979 and denominated as P3845 ("P3845") and the terms and conditions of P3845 shall have no further force or effect. Any plans or approvals contained in P3845 that are not expressly incorporated by this License shall not be deemed approved or permitted. If the terms and conditions of P3845 conflict with the terms and conditions of this License, the terms and conditions of this License shall prevail.

3. **Term of License.** The privilege conferred to Licensee pursuant to this License shall commence on the date (the "Commencement Date") on which this License is executed and delivered by City following the SFPUC's authorization and approval and the receipt of all fees and security required to be provided under this License. The term of this License shall continue thereafter for an initial term of ten (10) years after the Commencement Date; provided that the term may terminate (a) immediately upon Licensee's receipt of City's written notice revoking this License or (b) on the date that is one (1) year from the date of a written termination notice from Licensee to City. City's option to freely revoke this License may be exercised at any time without cause or liability, and without any obligation to pay any consideration to Licensee or return to Licensee any part of the license fee or, if applicable, the use fee. If City elects to immediately terminate pursuant to Subsection (a) above, City shall use reasonable good faith efforts to provide as much notice to Licensee as is reasonably possible; and further, City and Licensee mutually agree to coordinate reasonably and in good faith to provide for an orderly transition and wind-down of the rights and responsibilities of this License prior to the termination date. Upon any termination of this License by either Party, Licensee will immediately surrender the License Area in the condition required by this License. Subject to the right of either party to terminate this License as provided in this Section, if, on the date that the initial term or the first five (5)-year renewal term thereafter expires, if Licensee is not then in breach of this License, this License shall automatically renew for an additional five (5)-year term, it being agreed by the parties that the term of this License shall not so automatically renew for more than two (2) renewal terms of five (5) years each. Upon the occurrence of any such automatic renewal, City and Licensee shall sign a letter agreement amending this License by (x) confirming the expiration date of such renewal term; and (y) confirming any revised insurance coverages that City may then require from Licensee.

4. **Security for Performance.** Intentionally omitted.

5. **Use of License Area.**

(a) **Permitted Acts.** Subject to the terms and conditions of this License, Licensee may enter and use the License Area for the sole purpose of (i) installing an asphalt pathway, irrigation system, and landscaping; (ii) reconstructing damaged sidewalks and curbs and removing a segment of an existing split rail fence; and (iii) utilizing, repairing, and maintaining an existing public park and playground, including landscaping, playground equipment, and wooden fencing, in strict accordance with the terms of this License, and for no other purpose whatsoever. Except as specifically permitted by this License, no other recreational structures, paths, equipment, trees, or large shrubs shall be permitted in the License Area.

(b) **Subject to City Uses.** Licensee is aware that the License Area constitutes a portion of City's regional water pipeline delivery or wastewater system, including City's



pipelines and related valves, drains, and other appurtenances (collectively or singularly, "City's Facilities"). Notwithstanding anything to the contrary in this License, any and all of Licensee's activities under this License shall be subject and subordinate at all times to City's existing and future use of the License Area for municipal and other purposes. City shall in no way be liable for any damage or destruction to Licensee's property and/or improvements resulting from any damages caused by or related to City's Facilities or from any repair or maintenance activities related to City's Facilities. At City's request, Licensee shall immediately remove any property or improvements on the License Area to allow City access to City's Facilities installed on or about the License Area. Except in emergencies, City shall use reasonable good faith efforts to provide as much notice to Licensee as is reasonably possible of the need for any such removal. If City deems it necessary, at its sole discretion, City shall have the right to remove any such property or improvements and City shall not be responsible for restoring or returning the same to its prior condition.

6. **Installation of Facilities.** City reaffirms its prior approval of Licensee's existing facilities, structures, landscaping, and improvements installed pursuant to plans previously approved by City by its issuance to Licensee of P3845 and by the SFPUC's Land Engineering Section Approval Letter dated April 16, 1999 (the "LES Letter") (a copy of such plans is attached as **Schedule D**). Pursuant to this License, Licensee may install certain facilities on a portion of the License Area consisting of an asphalt concrete walkway, irrigation system, and landscaping (collectively, the "New Improvements"), as described in **Section 5(a)** [Permitted Acts] above, only upon satisfaction of the following terms and conditions of this License, which are for City's sole benefit. Licensee's existing and New Improvements and any future facilities, structures, landscaping and improvements authorized by this License are collectively defined as the "Licensee Facilities".

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

(b) **Consent Required for Future Installations.** Any installation of additional Licensee Facilities in the License Area by or for Licensee shall require City's further prior, written consent, which City may withhold at its discretion.

(c) **Future Permits, Licenses, and Approvals.** Before beginning any future work in the License Area, Licensee shall obtain any and all permits, licenses, and approvals (collectively, "Approvals") of all regulatory agencies and other third parties that are required to commence, complete, and maintain the permitted work. Promptly upon receipt of such Approvals, Licensee shall deliver copies of them to the SFPUC. No approval by the SFPUC for purposes of Licensee's work under this License shall be deemed to constitute the approval of any federal, state, or local regulatory authority with jurisdiction, and nothing in this License shall limit Licensee's obligation to obtain all such regulatory Approvals, at Licensee's sole cost.

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

release Licensee from its obligation to supply plans and specifications that conform to applicable building codes, other applicable laws, and industry standards.

(e) **Exercise of Due Care.** Licensee shall use, and shall cause its Agents (defined in Section 20 [Indemnity] below) to use, due care at all times to avoid any damage or harm to City's Facilities or other property and to native vegetation and natural attributes of the License Area and to minimize slope erosion. Licensee shall not disturb the surface of the License Area or perform any excavation work (including excavation work associated with any otherwise routine maintenance or repairs of any Licensee Facilities) without City's prior written approval, which City may withhold at its sole discretion. City shall have the right to condition and/or oversee any permitted excavation work. At its own expense, Licensee shall mark the location of City's Facilities within the License Area and shall not use any pick, plow, or other sharp tool to remove the two feet (2') of soil around any water transmission mains or other pipelines or appurtenances, provided that Licensee may use hand shovels or pneumatic shovels in compliance with all other terms and conditions of this License. Licensee shall immediately inform City of any actual or potential damage to any of City's Facilities (including any damage to pipeline coatings), and any such damage shall be promptly repaired by Licensee, at its own expense, to City's satisfaction prior to backfilling; provided, at its sole discretion, City may elect to make any necessary repairs itself, at Licensee's sole cost, by notifying Licensee of such fact. Upon completion of the repairs, City shall send to Licensee a bill therefor, which Licensee shall pay within thirty (30) days following receipt. Under no circumstances shall Licensee damage, harm, or take any rare, threatened, or endangered species on or about the License Area.

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

(g) **Heavy Equipment.** Licensee shall not use any heavy construction equipment over or about City's Facilities, except as otherwise expressly allowed in Section 7(i) [Heavy Equipment and Vehicles] below.

(h) **Work Schedule.** Licensee must begin installation work, if at all, of the New Improvements within one (1) year after the commencement of the term of this License. At least five (5) days prior to the commencement of any work on the License Area, Licensee shall notify the SFPUC's Construction Inspector, at (650) 871-3015 of the date such work shall commence and the intended construction schedule. Notwithstanding the approval of such schedule by the SFPUC, the Construction Inspector shall have the right to require Licensee to adjust such schedule from time to time. All work must be performed during regular working hours (Monday through Friday) between 8:00 a.m. to 4:30 p.m., exclusive of City holidays. Any work performed during any other time or day must be preapproved by the SFPUC at least forty-eight (48) hours prior to commencing such work. In connection with such approval, City shall have the right to charge Licensee inspection fees payable prior to the SFPUC's approval of the request. Licensee shall complete all work no later than one (1) year and six (6) months after the commencement of the term of this License, subject to unavoidable delays. For purposes hereof, "unavoidable delays" shall mean any delays by reason of acts of God, accidents, breakage, strikes, lockouts, other labor disputes, enemy action, civil commotion, protests, riots, demonstrations, federal or state governmental restrictions, or by any other reason beyond the reasonable control of Licensee. Licensee shall have the right to apply to City for a one-time extension for a period not to exceed ninety (90) days. City may charge a non-refundable fee of Seven-Hundred and Fifty Dollars (\$750) to process such an extension application.

(i) **Restoration of License Area.** Immediately following completion of any work permitted by this License, Licensee shall remove all debris and any excess dirt and shall restore the License Area to its condition immediately prior to such work by Licensee, to City's

satisfaction. At City's request, Licensee shall restore excavated areas with new vegetation (including irrigation and maintenance until established) that complies with City's then-existing vegetation management policy or other applicable policy and erosion control netting.

(j) **Pipeline Depth/Installation of Above-Ground Markers.** Before commencing any excavation work approved by City in the License Area, Licensee shall measure the depth of any of City's Facilities located in the License Area and shall forward such information to City. Licensee shall install above-ground markers identifying the location of any underground Licensee Facilities installed pursuant to this License. The location, type, and installation of markers and identifying information on the markers shall be subject to the SFPUC's prior written approval.

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

(l) **Responsibility for Maintenance of Facilities.** Licensee shall be solely responsible for repairing and maintaining all Licensee Facilities placed in or on the License Area pursuant to this License in good and safe condition, and City shall have no duty whatsoever for any repair or maintenance of the License Area or any such Licensee Facilities. Licensee shall notify City in writing not less than five (5) days before performing any material repair or maintenance work (defined as any repair or maintenance that exceeds routine and regularly scheduled work performed by Licensee necessary to keep Licensee Facilities in good repair and operating condition) in the License Area, except in the case of an emergency when Licensee shall notify City telephonically and in writing as soon as reasonably possible. Licensee acknowledges that no work that contemplates any excavation on or about the License Area, including material repair or maintenance work, shall occur without City's prior written approval, which City may withhold at its sole discretion.

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

(n) **Contractors.** Licensee shall not accept and release its contractor for work authorized or required by this License before securing the SFPUC's written approval.

(o) **Cathodic and Other Protection.** City may adopt from time to time such rules and regulations with regard to the Licensee Facilities and operations under this License as City may determine are necessary or appropriate, at City's sole discretion, to safeguard against corrosion of, or other damage to, City's Facilities. Upon receipt of a copy of such rules and regulations, Licensee shall immediately comply with them.

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

(a) **Improvements.** Except for the Licensee Facilities approved by this License, Licensee shall not construct or place any temporary or permanent structures or improvements in, on, under, or about the License Area, nor shall Licensee make any alterations or additions to any

of existing structures or improvements on the License Area, unless Licensee first obtains the SFPUC's prior written consent, which the SFPUC may give or withhold at its sole and absolute discretion. For purposes of this License, asphalt, concrete and cementitious concrete driveways, sidewalks and parking areas, sheds and storage facilities, and fences shall be deemed "improvements."

(b) **Trees and Other Plantings.** Except as otherwise expressly provided in this License, Licensee shall not plant any trees or other vegetation in or on the License Area, except in accordance with detailed plans consistent with the SFPUC's vegetation management policy and as approved by the SFPUC in writing in advance.

(c) **Dumping.** Licensee shall not cause or permit the dumping or other disposal in, on, under, or about the License Area of landfill, refuse, Hazardous Material (defined in Section 7(d) [Hazardous Material] below) or any other materials, including materials that are unsightly or could pose a hazard to the human health or safety, native vegetation or wildlife, or the environment.

(d) **Hazardous Material.** Licensee shall not cause, nor shall Licensee allow any of its Agents or Invitees (defined in Section 20 [Indemnity] below) to cause, any Hazardous Material to be brought upon, kept, used, stored, generated, released, or disposed of in, on, under, or about the License Area, or transported to, from, or over the License Area. Licensee shall immediately notify City when Licensee learns of, or has reason to believe that, a release of Hazardous Material has occurred in, on, under, or about the License Area. Licensee shall further comply with all laws, statutes, ordinances, rules, regulations, policies, orders, edicts, and the like (collectively, "**Laws**") requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary or desirable to mitigate the release or minimize the spread of contamination. If Licensee or its Agents or Invitees cause a release of Hazardous Material, Licensee shall promptly return the License Area to the condition immediately prior to the release without cost to City and in accordance with all Laws and using commonly accepted, effective practices to remediate and mitigate the release. In connection with any such release, Licensee shall afford City a full opportunity to negotiate and participate in any discussion with governmental agencies and environmental consultants regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Material, and any other abatement or clean-up plan, strategy, and procedure. For purposes of this License, "**Hazardous Material**" means material that, because of its quantity, concentration, or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state, or local governmental authority to pose a present or potential hazard to public health, welfare, or the environment. Hazardous Material includes the following: any material or substance defined as a "hazardous substance, pollutant, or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 *et seq.*, or pursuant to Section 25316 of the California Health & Safety Code or any other federal, state, or local Law; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials in the License Area; and any petroleum, including crude oil or any crude-oil fraction, natural gas, or natural gas liquids, provided, the foregoing shall not prohibit Licensee from traversing to, from, and across the License Area in standard motor vehicles that do not exceed the weight limitations set forth below. The term "**release**" or "**threatened release**" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under, or about the License Area.

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

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

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

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

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

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

(ii) The effects of vehicle and equipment loads to City's pipelines or other of City's Facilities must not exceed the effects of the "AASHTO Standard H-10 Loading." H-10 loading is defined as loading caused by a two-axle truck with a gross weight of ten tons (20,000 lbs.), axles fourteen feet (14') apart, and rear axle carrying 8-tons (16,000 lbs.). Licensee shall be responsible for providing the SFPUC with adequate evidence that Licensee's equipment and vehicles meet the foregoing requirements.

(iii) Licensee shall not use vibrating compaction equipment without the SFPUC's prior written approval, which approval may be withheld at the SFPUC's sole discretion.

(iv) If the depth of the soil cover over any of City's Facilities (determined by potholing or other proof procedure) is less than the minimum stated in Subsection (i) above, unless an alternate method is approved by the SFPUC in writing, all excavation and grading over any of City's Facilities shall be performed manually. For any machinery equipment excavation and grading over and within twenty feet (20') on each side of the centerline of any of City's pipelines (measured on the surface), Licensee shall submit a written proposal together with all supporting calculations and data to the SFPUC for review and approval. In any case, the two feet (2') of soil around any City pipeline or other of City's Facilities shall be removed manually or by other methods approved by the SFPUC with due care as provided in Section 6(d) [Exercise of Due Care] above.

8. **License Fee(s).** Intentionally Omitted.

## 9. Insurance.

(a) Licensee shall procure and keep in effect at all times during the term of this License, at Licensee's expense, and cause its contractors and subcontractors engaged to perform any work permitted by this License on or about the License Area ("**Licensee Contractors**") to maintain at all times during any construction activities on or about the License Area, insurance as follows: (i) Commercial General Liability Insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence combined single limit for bodily injury and property damage, including coverages for contractual liability, personal injury, independent contractors, explosion, collapse and underground (XCU), Broadform Property Damage, Sudden and Accidental Pollution, Products Liability, and Completed Operations; (ii) Business Automobile Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for bodily injury and property damage, including coverages for owned, non-owned, and hired automobiles, as applicable, if Licensee uses or causes to be used any vehicles in connection with its use of the License Area, and (iii) Workers' Compensation Insurance, including employer's liability coverage with limits of not less than One Million Dollars (\$1,000,000) each accident.

In lieu of the foregoing insurance required of Licensee (but not in lieu of insurance to be provided by Licensee Contractors), Licensee can elect to self-insure, to the extent permitted by applicable law, by providing City adequate evidence acceptable to City of its self-insurance program. If Licensee elects to self-insure, on or before the Commencement Date and upon written request by the SFPUC, within thirty (30) days of the commencement of each year thereafter, Licensee shall submit to the SFPUC a certificate of self-insurance signed by a duly authorized representative of Licensee, such certificate evidencing that Licensee's self-insurance program is adequately funded, in full force and effect, and in compliance with and subject to all the terms, agreements, covenants, conditions, and provisions of this License. Licensee shall give the SFPUC written notice of any significant change in or the depletion of its self-insurance fund. If, in City's judgment, any such change or depletion results in Licensee's inability to adequately cover the risks resulting from the activities permitted on the License Area by this License through its self-insurance program, City may require Licensee to obtain promptly the insurance coverages required by this License or, if such insurance is not so obtained, terminate this License by delivery of notice to Licensee.

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

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

(b) All policies required by this License shall be effected by valid and enforceable policies issued by insurers of recognized responsibility and reasonably approved by City and provide for the following: (i) name as additional insureds the City and County of San Francisco, its Public Utilities Commission, and their respective officers, agents, and employees; (ii) specify that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this License and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limit of liability, and (iii) include a waiver of subrogation endorsement or provision whereby the insurer acknowledges acceptance of Licensee's or a Licensee Contractor's waiver of claims against City. Such policies shall also provide for severability of interests and that an act

or omission of one of the named insureds that would void or otherwise reduce coverage shall not reduce or void the coverage as to any insured, and shall afford coverage for all claims based on acts, omissions, injury, or damage that occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period. Sudden and accidental pollution coverage in the liability policies required by this License shall be limited to losses resulting from Licensee's activities (and Licensee's Agents, and Invitees) or Licensee Contractors' activities (as applicable) under this License (excluding nonnegligent aggravation of existing conditions with respect to Hazardous Material).

(c) All insurance policies required to be maintained by Licensee or any Licensee Contractor by this License shall be endorsed to provide thirty (30) days' prior written notice to City of cancellation for any reason, intended non-renewal or reduction in coverage. Notice to City shall be mailed to the address(es) for City set forth in Section 30 [Notices] below.

(d) Unless Licensee elects to self-insure in compliance with the provisions of Subsection (a) above, prior to the Commencement Date of this License, Licensee shall deliver to City certificates of insurance and additional insured policy endorsements from insurers in a form satisfactory to City, evidencing the coverages required by this License, together with complete copies of the policies at City's request. At least five (5) business days prior to the commencement of any work permitted by this License on or about the License Area by any Licensee Contractor, Licensee shall deliver, or cause to be delivered, to City certificates of insurance and additional insured policy endorsements from insurers in a form satisfactory to City, evidencing the coverages required by this License. If Licensee shall fail to procure, or cause the procurement of, such insurance, or to deliver, or cause the delivery of, such policies or certificates, at its option, City may procure the same for the account of Licensee, and any resulting costs shall be paid to City within five (5) days after delivery to Licensee of bills therefor.

(e) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general aggregate limit shall double the occurrence or claims limits specified above.

(f) Should any of the required insurance be provided under a claims-made form, Licensee shall maintain, or cause its Licensee Contractors to maintain, such coverage continuously throughout the term of this License and, without lapse, for a period of three (3) years beyond the License expiration or termination, to the effect that should any occurrences during the License term give rise to claims made after expiration or termination of the License, such claims shall be covered by such claims-made policies.

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

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

10. **Compliance with Laws.** At its expense, Licensee shall conduct and cause to be conducted all activities on the License Area allowed under this License in a safe and reasonable manner and in compliance with all Laws of any governmental or other regulatory entity (including the Americans with Disabilities Act) and all covenants, restrictions, and provisions of record, whether presently in effect or subsequently adopted and whether or not in the contemplation of the parties. At its sole expense, Licensee shall procure and maintain in force at all times during its use of the License Area any and all business and other licenses or approvals necessary to conduct the activities allowed under this License. Licensee understands and agrees that City is entering into this License in its capacity as a property owner with a proprietary interest in the License Area and not as a regulatory agency with police powers. No approval by City for purposes of this License shall be deemed to constitute approval of any federal, state, City, or other local regulatory authority with jurisdiction, and nothing in this License shall limit Licensee's obligation to obtain all such regulatory approvals at Licensee's sole cost, or limit in any way City's exercise of its police powers.

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

12. **Monuments.**

(a) By its execution and delivery of this License, Licensee acknowledges that the monuments shown on the attached **Schedule B**, if any, are in place and in good condition. During the installation by or on behalf of Licensee of any Licensee Facilities or improvements permitted by this License and at all times during Licensee's use of the License Area, Licensee shall protect and safeguard City's monuments. Licensee shall promptly notify City in the event Licensee becomes aware of any change in the condition of City's monuments, regardless of the cause of such change.

(b) If Licensee damages a monument necessitating resurvey, repair, or replacement, as determined by City at its sole discretion, at its sole cost, Licensee shall survey, file a land surveyor's map in the County Office, and install a replacement monument within thirty (30) days of completion of work authorized under this License, all to City's satisfaction. A recorded surveyor's map shall be furnished by Licensee to the SFPUC for its records.

(c) During the term of this License, City may replace missing monuments or install new monuments. City shall give Licensee written notice if City replaces missing monuments or installs new monuments. Upon receipt of such notice, Licensee shall assume the protection and replacement responsibilities set forth in this License.

13. **Removal or Alteration of Facilities.** Without limiting City's rights under this License, at City's written request, Licensee shall promptly alter or remove at its sole expense any and all facilities, improvements, plantings, or other property installed or placed in, on, under, or about the License Area by Licensee as may be necessary to avoid any actual or potential interference with any of City's Facilities or other structures now or later constructed by or on behalf of City, or with the maintenance of City's Facilities or such other structures, or with any other City operations or land uses. In the request, City shall have the right to specify reasonable time limits for completion of the work. If, after such written notice, Licensee fails to complete the requested work within the prescribed time limits, City may perform the requested work and charge Licensee all of City's incurred costs and expenses in performing the work. Such amount shall be due and payable upon City's demand. In the event of an emergency, at its sole option and without notice, City may alter, remove, or protect, at Licensee's sole expense, any and all facilities, improvements, plantings, or other property installed or placed in, on, under, or about the License Area by Licensee except for utility facilities owned by either a private company or a



public agency that are necessary for operations after an emergency as determined by City at its sole discretion. Upon written or oral notice by City that an emergency exists, the owner of such utility facilities shall take immediate action at its sole expense to protect, remove, or relocate such facilities as required by City to meet the emergency.

**14. Interruption or Disruption of License Area.** Without limiting City's rights under this License, if Licensee's use of the License Area is interrupted or disrupted for any reason, including in connection with any City request for the removal or alteration of Licensee Facilities located on the License Area pursuant to Section 13 [Removal or Alteration of Facilities] above, at Licensee's sole cost, Licensee shall be responsible for: (a) any and all costs of alteration, removal, and/or restoration of Licensee's improvements to a condition similar to that which existed prior to such interruption, disruption, alteration, or removal, and (b) the implementation or satisfaction of any mitigation measures or obligations that may arise under applicable law, including the California Environmental Quality Act ("CEQA"), related to any interruption or disruption of Licensee's use of the License Area. City will not be responsible for mitigation of any potential recreational use impacts or other impacts associated with any interruption or disruption of use of the License Area, or any costs related thereto. If Licensee fails to promptly perform its obligations under this Section, at its sole option, City may elect to terminate this License immediately upon written notice, or to exercise any and all other rights or remedies available to City under this License or at law, including the rights set forth in Section 18 [City's Right to Cure Defaults by Licensee] below.

City would not be willing to give this License in the absence of Licensee's assurances under this Section 14, and Licensee expressly assumes any and all liability or obligations that may arise under this Section 14.

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

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

**17. Repair of Damage.** If any portion of the License Area or any City property located on or about the License Area is damaged or threatened by any of the activities conducted by Licensee or anyone acting by or through Licensee under this License, at its sole cost, Licensee shall immediately notify City by telephone to the SFPUC's dispatch operator at (650) 872-5900 of such damage or threat. City may, but shall not be obligated to, remedy such damage or threat at Licensee's sole cost, or City may elect to witness Licensee's repair work. If City elects not to remedy such damage or threat, Licensee shall repair any and all such damage and restore the License Area or property to its previous condition subject to City's inspection, review, and approval. City has no responsibility or liability of any kind with respect to any utilities that may be on, in, or under the License Area. Licensee has the sole responsibility to locate such utilities and other existing facilities and protect them from damage. Licensee shall be solely responsible for arranging and paying directly for any utilities or services necessary for its activities under this License; provided, Licensee shall obtain City's prior written approval to the provision of such services or utilities in, on, under, or through the License Area.

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

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

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

21. **Waiver of Claims.**

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

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

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

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

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

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

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

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

**22. As Is Condition of License Area; Disclaimer of Representations; CASp Disclosure.**

(a) Licensee accepts the License Area in its "AS IS" condition, without representation or warranty of any kind by City, its officers, agents, or employees, and subject to all applicable laws, rules and ordinances governing the use of the License Area. Without limiting the foregoing, this License is made subject to any and all existing and future covenants, conditions, restrictions, easements, encumbrances, and other title matters affecting the License Area, whether foreseen or unforeseen, and whether such matters are of record or would be disclosed by an accurate inspection or survey.

(b) California law requires commercial property owners to disclose on every rental agreement whether the property being rented has undergone inspection by a Certified Access Specialist ("CASp") to determine whether the property meets all applicable construction-related accessibility standards pursuant to California Civil Code Section 55.53.

The law does not require owners to have the inspections performed. Pursuant to California Civil Code Section 1938, Licensee is hereby advised that the License Area has not been inspected by a CASp.

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

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

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

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

**27. Non-Discrimination.** In the performance of this License, Licensee shall not discriminate against any employee, subcontractor, applicant for employment with Licensee, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired

Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

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

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

(a) Licensee recognizes and understands that this License may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on such interest. Licensee further recognizes and understands that any transfer or assignment permitted under this License and any exercise of any option to renew or extend this License may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created pursuant to this License.

(b) Licensee shall pay taxes of any kind, including possessory interest taxes, that may be lawfully assessed on the interest hereby created and to pay all other taxes, excises, licenses, permit charges, and assessments based on Licensee's usage of the License Area that may be imposed upon Licensee by law, all of which shall be paid when the same become due and payable and before delinquency.

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

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

**City or the SFPUC:** Real Estate Services Division  
San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 10<sup>th</sup> Floor  
San Francisco, California 94102  
Attn: Real Estate Director  
Re: Rex Manor Park P3845A

**Licensee:** City of Mountain View  
500 Castro Street  
Mountain View, California 94039-7540  
Attn: Real Property Program Administrator  
Re: Rex Manor Park P3845A

A properly addressed notice transmitted by one of the foregoing methods shall be deemed received upon confirmed delivery, attempted delivery, or rejected delivery. Neither party may give official or binding notice by facsimile or e-mail.

31. **Prohibition of Tobacco Sales and Advertising.** No advertising of cigarettes or tobacco products is allowed on the License Area. This advertising prohibition includes the placement of the name of a company producing, selling, or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This advertising prohibition does not apply to any advertisement sponsored by a state, local, nonprofit, or other entity designed to (a) communicate the health hazards of cigarettes and tobacco products, or (b) encourage people not to smoke or to stop smoking.

32. **Prohibition of Alcoholic Beverage Advertising.** No advertising of alcoholic beverages is allowed on the License Area. For purposes of this Section, "alcoholic beverage" shall be defined as set forth in California Business and Professions Code Section 23004, and shall not include cleaning solutions, medical supplies and other products and substances not intended for drinking. This advertising prohibition includes the placement of the name of a company producing, selling, or distributing alcoholic beverages or the name of any alcoholic beverage in any promotion of any event or product. This advertising prohibition does not apply to any advertisement sponsored by a state, local, nonprofit, or other entity designed to (a) communicate the health hazards of alcoholic beverages, (b) encourage people not to drink alcohol or to stop drinking alcohol, or (c) provide or publicize drug or alcohol treatment or rehabilitation services.

33. **Pesticide Prohibition.** Licensee shall comply with the provisions of Section 308 of Chapter 3 of the San Francisco Environment Code (the "**Pesticide Ordinance**") that (a) prohibit the use of certain pesticides on City property, (b) require the posting of certain notices and the maintenance of certain records regarding pesticide usage and (c) require Licensee to submit to the SFPUC an integrated pest management ("**IPM**") plan that (i) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Licensee may need to apply to the License Area during the term of this License, (ii) describes the steps Licensee will take to meet City's IPM Policy described in Section 300 of the Pesticide Ordinance, and (iii) identifies, by name, title, address, and telephone number, an individual to act as the Licensee's primary IPM contact person with City. In addition, Licensee shall comply with Sections 303(a) and 303(b) of the Pesticide Ordinance.

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

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

36. **Food Service and Packaging Waste Reduction.** In the performance of this License, Licensee shall comply fully with and be bound by all applicable provisions of the Food Service and Packaging Waste Reduction Ordinance, as set forth in the San Francisco Environment Code, Chapter 16, including the remedies provided therein, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated into this License by reference and made a part of this License as though fully set forth in this License. Accordingly, Licensee acknowledges that City contractors and lessees may not use Disposable Food Service Ware that contains Polystyrene Foam in City buildings or structures and while performing under a City contract or

lease, and shall instead use suitable Biodegradable/Compostable or Recyclable Disposable Food Service Ware. This provision is a material term of this License.

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

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

39. **General Provisions.** (a) This License may be amended or modified only by a writing signed by City and Licensee. (b) No waiver by any party of any of the provisions of this License shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. No waiver shall be deemed a subsequent or continuing waiver of the same, or any other, provision of this License. (c) Except as expressly provided to the contrary, all approvals, consents, and determinations to be made by City under this License may be made at City's sole and absolute discretion. (d) This instrument (including any attached Exhibits or Schedule(s)) contains the entire agreement between the parties regarding the use or occupancy of the Licensed Area by Licensee and all prior written or oral negotiations, discussions, understandings, and agreements are merged in this License. (e) The section and other headings of this License are for convenience of reference only and shall be disregarded in the interpretation of this License. (f) Time is of the essence in all matters relating to this License. (g) This License shall be governed by California law and City's Charter. (h) If either party commences an action against the other or a dispute arises under this License, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the other party. For purposes of this License and for purposes of the indemnifications set forth in this License, City's reasonable attorneys' fees shall be based on the fees regularly charged by private attorneys in San Francisco with comparable experience notwithstanding City's use of its own attorneys. (i) If Licensee consists of more than one person then the obligations of each person shall be joint and several. (j) Licensee may not record this License or any memorandum of this License. (k) Subject to the prohibition against assignments or other transfers by Licensee under this License, this License shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors, and assigns. (l) Any sale or conveyance of the property burdened by this License by City shall automatically revoke this License. (m) Notwithstanding anything to the contrary contained in this License, Licensee acknowledges and agrees that no officer or employee of City has authority to commit City to this License unless and until a resolution of the SFPUC's Commission shall have been duly adopted approving this License and authorizing the transaction contemplated by this License. Therefore, any obligations or liabilities of City under this License are contingent upon enactment of such a resolution, and this License shall be null and void if the SFPUC's Commission does not approve this License, at its sole discretion. (n) Each of the persons executing this License on behalf of Licensee do hereby covenant and warrant that Licensee is a duly authorized and existing entity, that Licensee is qualified to do business in California, that Licensee has full right and authority to enter into this License, and that each and all of the persons signing on behalf of Licensee are authorized to do so. Upon City's request, Licensee shall provide City with evidence reasonably satisfactory to City confirming the foregoing representations and warranties. (o) This License may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. (p) Whenever this License

requires City's or the SFPUC's consent or approval, the General Manager of the SFPUC, or his or her designee, shall be authorized to provide such consent or approval, except as otherwise provided by applicable Laws, including City's Charter, or by the SFPUC's Real Estate Guidelines. No consent, approval, election, or option shall be effective unless given, made, or exercised in writing. (q) Use of the word "including" or similar words will not be construed to limit any general term, statement, or other matter in this License, whether or not language of non-limitation, such as "without limitation" or similar words, are used.

*(SIGNATURES ON FOLLOWING PAGE)*



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

**LICENSEE:**

**CITY OF MOUNTAIN VIEW,**  
a municipal corporation

By: *Ludney Rosenberg*  
Its: *Asst. City Manager*  
Date: *4/12/19*

**CITY:**

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

By: \_\_\_\_\_  
**HARLAN L. KELLY, JR.**  
General Manager  
San Francisco Public Utilities Commission

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

**APPROVED AS TO FORM:**

**DENNIS J. HERRERA**  
City Attorney

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

Authorized by  
**San Francisco Public Utilities Commission**

Resolution No. \_\_\_\_\_

Adopted: \_\_\_\_\_

Attested: \_\_\_\_\_  
Secretary  
San Francisco Public Utilities Commission

APPROVED AS TO FORM

*Richard Upton*  
*Sr. Asst.* CITY ATTORNEY

## SCHEDULE A

### Description of License Area

All that certain real property located in Santa Clara County, California, described as follows:

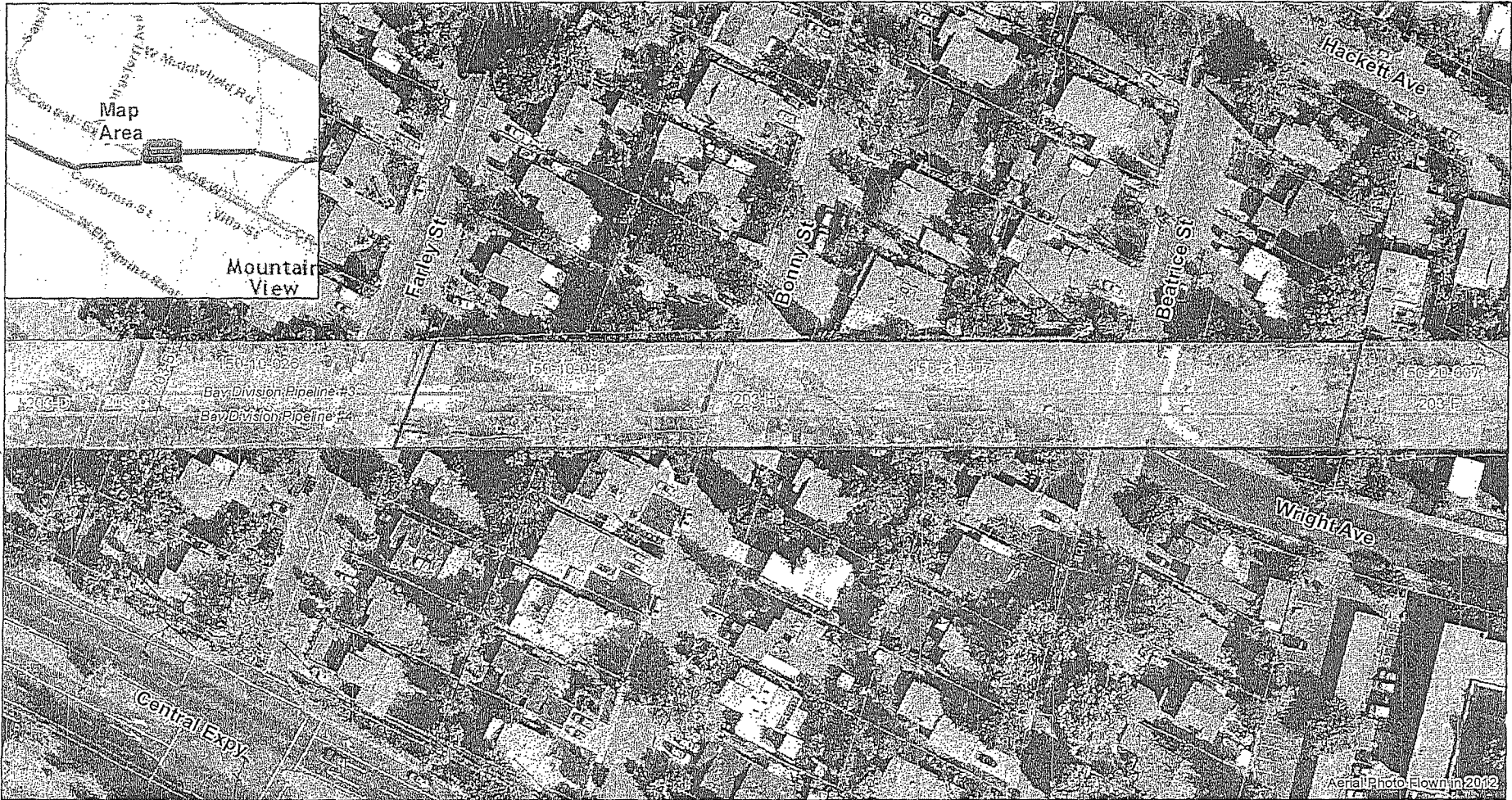
An approximately 70,132 square-foot portion of SFPUC Parcel 203-H, according to the SFPUC's records and as shown on Drawing No. 3845A attached as Schedule B and made a part of this License, commonly known as Rex Manor Park, starting at Farley Street and crossing Bonny and Beatrice Streets near Central Expressway in Santa Clara County, in the City of Mountain View, California.

**SCHEDULE B**

**Drawing No. 3845A**

*(See attached)*

Drawing No. 3845A

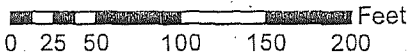


- License Area
- SFPUC land (in fee)
- Tax Assessor Parcel
- SFPUC Pipeline
- Easement / other right to SFPUC

The City does not guarantee that the information is accurate or complete. The City is not responsible for any damages arising from the use of data. Users should verify the information before making project commitments. This map shows the approximate limits of the licensed area and estimated pipeline locations, and will not be exact.



Scale 1:1,250



Approx. Location: 37.401405 (lat)  
-122.088928 (long)



Hetch Hetchy  
Regional Water System  
Real Estate Services

**Rex Manor Park**  
License #: P3845A  
SFPUC Parcel #: 203-H (portion of)  
APN: 150-10-046,  
150-20-007 (portion of), 150-21-007  
Author: Joel Mandella Date: 12/27/2016

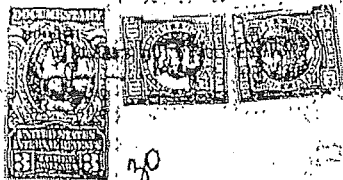
W:\RES\Analyst\Folder\Joel\Maps for Dina\Santa Clara\Xh\bits\RexManorPark.mxd 12/27/2016 5:43 pm

**SCHEDULE C**

**Deed**

*(See attached)*

BOOK 2146 PAGE 508



Quincy 203 G + 203-H

DEED

S.J.A. #202039-C

SAN JOSE ABSTRACT & TITLE INSURANCE CO., a corporation, the first party, hereinafter referred to as the Grantor, hereby grants to CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, the second party, hereinafter referred to as the City, the following described real property situated in the County of Santa Clara, State of California:

Parcel 1.

All that portion of the following described parcel of land lying within the exterior bounds of that certain tract of land designated as and shown upon the Map of Tract No. 694 Meadow Glenn Unit No. 1, which Map was filed in the office of the Recorder of the County of Santa Clara, State of California, in Book 28 of Maps, at pages 4 and 5, said parcel described as follows, to wit:

A strip of land 80 feet wide, lying 40 feet either side of the following described line and extensions thereto across that certain parcel of land conveyed by A. Peacock to Harley Jenecke et al, by Deed dated July 7, 1947 and recorded September 30, 1947 in Book 1510 of Official Records, at page 515, hereinafter referred to as the Jenecke Parcel; said line being more particularly described as COMMENCING at a point in the common boundary line between the above mentioned Jenecke parcel and that certain 67.30 acre parcel of land described in the Deed of Trust between F. C. Ormonde et ux, Trustors, F. Schneider, Trustee, and J. W. Paulsen, Beneficiary, dated December 23, 1922 and recorded January 9, 1923 in Book 6 of Official Records, page 136, Santa Clara County Records, hereinafter referred to as the Ormonde parcel, said point of beginning being distant along said common boundary North 12° 35' East which bearing is shown as North 12° 12' 15" East upon that certain Map of Tract No. 694 Meadow Glenn Unit No. 1, which map was filed in the office of the Recorder of the County of Santa Clara, State of California, in Book 28 of Maps at pages 4 and 5, 119.98 feet from the most westerly corner of said Ormonde parcel; thence South 89° 11' 15" West which bearing is shown as South 88° 46' 56" West on the above mentioned Map, 1226.96 feet to a point on the westerly line of said Jenecke Parcel in the center of a certain 30 foot strip of land known as Permanente Creek.

Parcel 2.

That certain strip of land 80 feet in width, the center line of which is described as BEGINNING at a point in the Southerly prolongation of the Easterly line of Lot 20, in Block 4, as shown upon the Map of Tract No. 694 Meadow Glenn Unit No. 1, which Map was filed in the office of the Recorder of the County of Santa Clara, State of California, in Book 28 of Maps at pages 4 and 5, distant thereon southerly 41.123 feet from the southerly line of the said Lot 20; thence from

said point of beginning South 89° 11' 15" West, which bearing is shown as South 88° 46' 56" West on the above mentioned Map, parallel with the southerly line of the said Lot 20 and its prolongation, westerly, in a direct line, to the point of intersection with the easterly prolongation of the southerly line of Lot 15, in Block 4, as shown upon said Map. The northerly and southerly lines of said strip to be lengthened or shortened as to intersect the said southerly prolongation of Lot 20, and the said easterly prolongation of Lot 15.

ALSO the right to cut any and all existing fences and to install gates therein at such points as may be necessary for the convenience of the City in the use of said parcel of real property, and the right to protect pipes and other structures or improvements of the City by means of fences or otherwise; provided, however, that the City shall not construct any other fences upon or with respect to said parcel of real property without the consent of the Grantor. If the City should damage the Grantor's roads or fences, the City shall, at its own expense, repair such damage.

THIS DEED IS MADE SUBJECT TO THE FOREGOING AND THE FOLLOWING COVENANTS:

1. The Grantor is permitted the right to plant, cultivate, irrigate, harvest and retain crops from the parcel of land herein described, and to use said land for pasturage, until such time as the City requires said land for construction purposes, and thereafter to cultivate, plant, irrigate, harvest and retain crops from, and to use for pasturage, such parts of said parcel of land as are not actually needed by the City for the construction, maintenance, repair, operation, renewal and replacement of its aqueduct pipe lines and other structures or improvements, appurtenances and appliances; provided, that the Grantor shall not plant any trees on said above described parcel of real property.

2. The Grantor is permitted the right to construct, maintain, use, repair, replace, and renew, over and across said parcel of land, (but not along in the direction of the City's pipe line or lines), fences, roads, streets, earth fills, sewers, water pipes, gas pipes, electric power

lines, telephone lines, telegraph lines; provided, however, that the locations and grades of such improvements and structures of the Grantor, and the amount of any earth fill, proposed to be placed on said parcel of real property by the Grantor, shall first be approved by the City's Public Utilities Commission; provided further, that the Grantor shall not use said parcel of land, or permit the same to be used, for any purpose or in any manner which will interfere with, damage, or endanger in any way any aqueduct pipe lines and other structures and improvements, appurtenances or appliances of the City. The Grantor shall install gates in any additional fences which it may construct across said parcel of real property sufficient in width to allow passage of trucks and other equipment.

3. After installation of the City's first pipe line, the City's Public Utilities Commission shall give the Grantor at least six months' written notice before commencing construction of any additional aqueduct pipe lines, utilities, and other structures or improvements on said parcel of real property.

4. All notices to be given between the parties hereto shall be in writing and served personally or by depositing the same in the United States mail, postage prepaid and addressed to City at the office of its Manager of Utilities, City Hall, San Francisco, California; and to Grantor at 76 North First Street, San Jose, California, and the said notice shall be binding upon any successor in interest of the Grantor unless the City is notified in writing of the address of said successor in interest, in which case said notice of the City is to be sent thereto.

5. The tops of all of City's pipe lines and conduits shall be laid below the surface of the ground and covered to a depth of not less than 18 inches, excepting pipe line appurtenances which may be constructed flush with or above the surface of the ground.

6. Excess excavated material shall be left on the property by the City for disposal by the Grantor.



7. The covenants herein set forth shall inure to the benefit of, and bind, the heirs, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the first party has executed this conveyance this 31st day of January, 1951.



SAN JOSE ABSTRACT & TITLE INSURANCE CO.

By [Signature]  
President

By [Signature]  
Secretary

STATE OF CALIFORNIA

County of Santa Clara

On this 31st day of January, in the year one thousand nine hundred and Fifty-One

before me, John W. Clark, a Notary Public in and for the County of Santa Clara, State of California, residing therein, duly commissioned and sworn, personally appeared L. P. Edwards and G. J. Clark

known to me to be the President and Secretary of the corporation described in and that executed the within instrument, and also known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Santa Clara the day and year in this certificate first above written.

[Signature]  
Notary Public in and for the County of Santa Clara, State of California.  
My Commission Expires 3/29/52

LAND PURCHASES - DAY DIVISION  
FIRE LINE NO. 2

Resolution No. 10534  
(Series of 1929)

RESOLVED, in accordance with the written orders on file in the office of the Director of Property and the recommendation of the Public Utilities Commission, that the City and County of San Francisco, a municipal corporation, accept deeds from the following named parties, or the legal owners, to the following described parcels of land in Santa Clara County, California, required for the Day Division Fire Line No. 2, and that the sums set forth opposite their names be paid for said real property from Appropriation No. 08,600.84:

Joe Mathewson	12,256.00
Carol M. Hurt Trustee	12,256.00
E. P. Thomas, Jr. et al.	12,256.00
Harley Jacobs	1,481.00
<b>Map, John A. Baker and Title</b>	<b>12,256.00</b>

PROVIDING the sum of \$10,000.00 was certified under Resolution No. 911, dated of 1928, for the acquisition of said real property by eminent domain proceedings; and inasmuch as it now appears that such proceedings will not be necessary with respect to said parcels of land, the Controller is authorized to reimburse said amounts from his previous certification and make said amount available for the purpose herein set forth. In the event that it should become necessary to proceed under Resolution No. 911, the Controller is authorized to make the necessary adjustment of funds.

Legal descriptions of the parcels to be acquired are on file in the office of the Clerk of the Board of Supervisors. The City Attorney shall examine and approve the title of said property.

I hereby certify that the foregoing resolution was adopted by the Board of Supervisors of the City and County of San Francisco at its meeting of Nov. 20, 1929.

ROBERT J. POLAR, Acting Clerk.  
Approved, Nov. 29, 1929.  
ELMER E. ROBINSON, Mayor.

695797  
BOOK 2146 PAGE 512  
FILED FOR RECORD  
FEB 3 3 55 PM 1931  
San Francisco & The Insurance Co.  
25

STATE OF CALIFORNIA }  
City and County of San Francisco } ss.

CLERK'S CERTIFICATE

I, John R. McGrath, Clerk of the Board of Supervisors of the City and County of San Francisco, do hereby certify

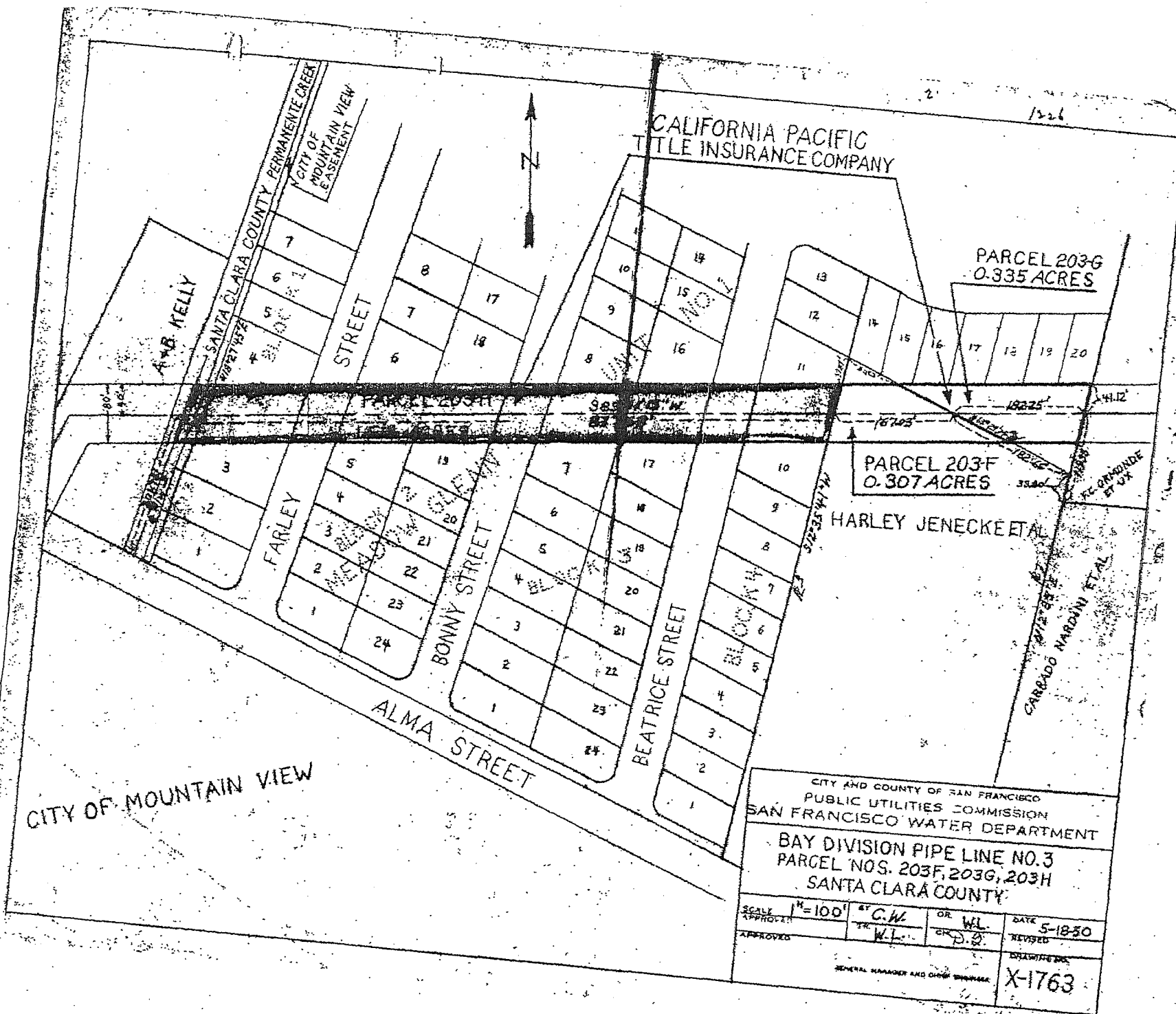
that the annexed Resolution No. 10534 (Series of 1929) is a full, true and correct copy of the original thereof on file in the office of the Clerk of the Board of Supervisors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City and County this 29 day of November, 1929.

John R. McGrath  
Clerk of the Board of Supervisors, City and County of San Francisco  
by *[Signature]*



CITY OF MOUNTAIN VIEW



CITY AND COUNTY OF SAN FRANCISCO PUBLIC UTILITIES COMMISSION SAN FRANCISCO WATER DEPARTMENT			
BAY DIVISION PIPE LINE NO. 3 PARCEL NOS. 203F, 203G, 203H SANTA CLARA COUNTY			
SCALE 1"=100'	BY C.W.	OR W.L.	DATE 5-18-30
APPROVED	BY W.L.	OR D.O.	REVISOR
GENERAL MANAGER AND CHIEF ENGINEER			DRAWING NO. X-1763

**SCHEDULE D**

**Previously Approved Plans**

Revocable Permit P3845 (January 1, 1979)  
Land Engineering Section Approval Letter (April 16, 1999)

*(See attached)*

SAN FRANCISCO WATER DEPARTMENT

REVOCABLE PERMIT

Pursuant to resolution of the Public Utilities Commission, permit is hereby granted to

CITY OF MOUNTAIN VIEW  
SANTA CLARA COUNTY  
CALIFORNIA

hereinafter called the "permittee" to occupy and utilize the following described property or premises of the City and County of San Francisco, hereinafter called the "City" under jurisdiction of the Water Department, to-wit:

Parcel 203-B as described in San Francisco Water Department Records;  
said parcel extending from the center line of Permanente Creek  
northeasterly a distance of 877.68 feet

for the purpose of park and playground purposes at the location described  
above and as shown on San Francisco Water Department drawing B-1161  
attached hereto and made a part hereof.

This permit is granted subject to the following conditions:

1. This permit shall not become effective until receipt by the Water Department of a copy of this permit with properly signed endorsement accepting the permit subject to the conditions contained herein.
2. This grant of permission does not constitute a deed or grant of an easement by the City, is not transferable or assignable, and is revocable at any time at the will of the Public Utilities Commission.
3. The use of said property by said permittee shall be limited solely to the purposes set forth by this permit and no structures of any kind, except those expressly permitted, shall be erected or placed thereon.
4. Neither the City, nor any Commission, Board or officer thereof shall be held responsible or liable for damage to any property of the permittee installed or located on the properties covered by this permit from any cause whatsoever.
5. The permittee shall at all times keep the City's lands in good and sightly condition, so far as the same may be affected by the permittee's operations hereunder.
6. The permittee shall, on receipt of notice so to do and within such reasonable time limit as may be fixed by said notice, alter or remove at the expense of said permittee any property or structures covered by this permit to such extent as may be necessary to avoid interference with any pipe, pipe lines, power lines or other structures now or hereafter to be constructed by the City, or with any operations of the City or with any use by the City of the land affected hereby or, if so agreed by the General Manager and Chief Engineer of the San Francisco Water Department and the permittee, the permittee may pay to the City the amount of any expense to which the City may be put as a result of such interference.

7. The permittee shall be responsible and liable for any and all damage to structures or property, or for injury or death to persons, due directly or indirectly to said permittee's occupation and use of the City's lands herein described, and shall promptly pay any just claim therefor, and the permittee shall hold the City free and harmless from liens of every kind and nature, and from claims for damages of any kind whatsoever.
8. In the event that the permittee shall abandon the use of said property for a period of one year, or shall fail or neglect or refuse to comply with any of the conditions herein contained or, in the event that this permission be revoked, then all rights of the permittee hereunder shall forthwith cease and determine.

APPROVED:

SAN FRANCISCO WATER DEPARTMENT

\_\_\_\_\_  
Manager of Utilities

by \_\_\_\_\_  
General Manager and Chief Engineer

Authorized by Public Utilities Commission

Permit accepted as to all terms and conditions

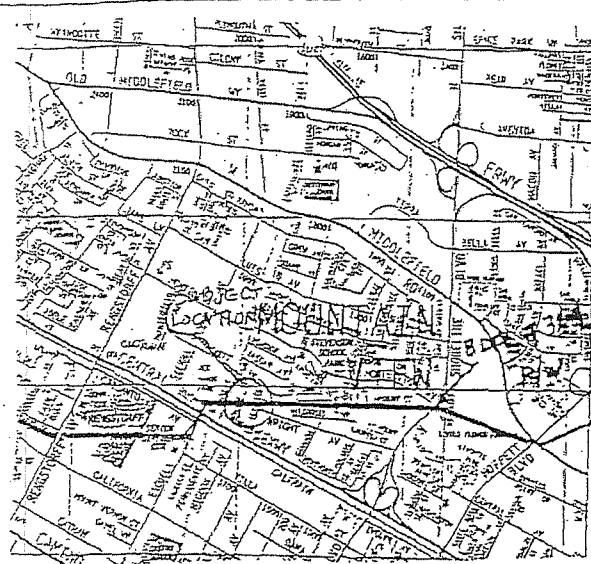
under Resolution No.

17 243

this

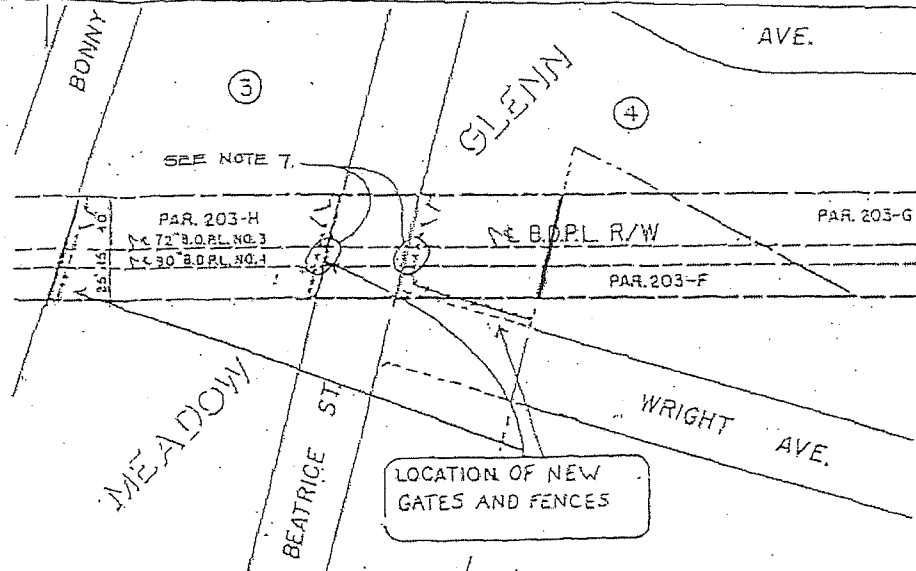
day of





VICINITY MAP

- 1) FENCE AND GATE DETAILS ARE ATTACHED
- 2) FENCE POSTS ARE TO BE SPACED 8' O.C.
- 3) FENCE POST FOOTINGS ARE TO BE 3' DEEP MAXIMUM
- 4) GATE OPENINGS WILL BE 14' ACROSS
- 5) FENCE MATERIAL WILL BE CONST GRADE REDWOOD
- 6) FENCE TO BE INSTALLED 3' FROM BACK OF SIDEWALK
- 7) EXCAVATION FOR 2'-6" DEEP FOOTING MUST BE PERFORMED MANUALLY.

PLAN  
(NO SCALE)

PUBLIC UTILITIES COMMISSION CITY AND COUNTY OF SAN FRANCISCO ICCSR LAND ENGINEERING	
<input checked="" type="checkbox"/> REVIEWED	<input type="checkbox"/> REVISE AS NOTED AND RESUBMIT
<input type="checkbox"/> REVIEWED, CORRECT AS NOTED	<input type="checkbox"/> UNACCEPTABLE
<small>IMPORTANT: THIS REVIEW IS ONLY FOR THE PORTION WITH CHECKS, REVISIONS AND NOTES AND DOES NOT RELIEVE PROJECT SPONSOR, ENGINEER OR DESIGNER OF RESPONSIBILITY TO COMPLY WITH THE DESIGN REQUIREMENTS, SPECIFICATIONS, CITY ORDINANCES AND CONTRACTUAL OBLIGATIONS.</small>	
SIGN: <i>[Signature]</i>	DATE: 3/23/99

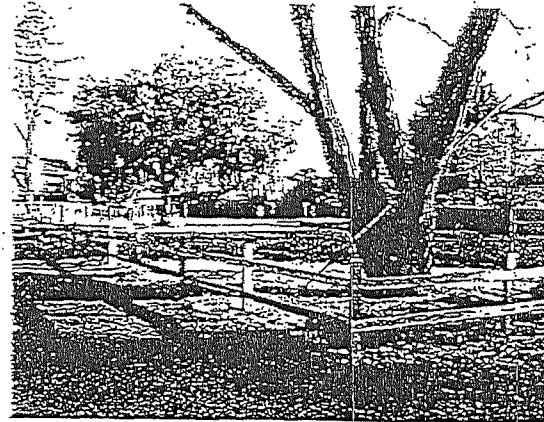
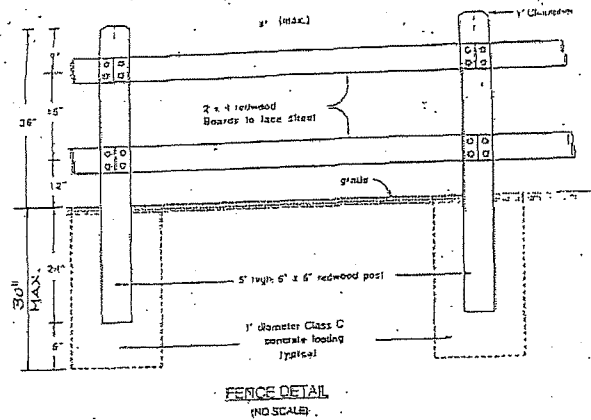
Drawing Title: Fence improvements at  
BDPL No. 3 & 4 ROW

City of Mountain View  
Forestry and Roadway Landscape Division  
235 N. Whisman Road  
Box 7540  
Mountain View, CA 94039

March 23, 1999  
Page 1 of 2

LES Letter 4-16-1999 Approved Plans





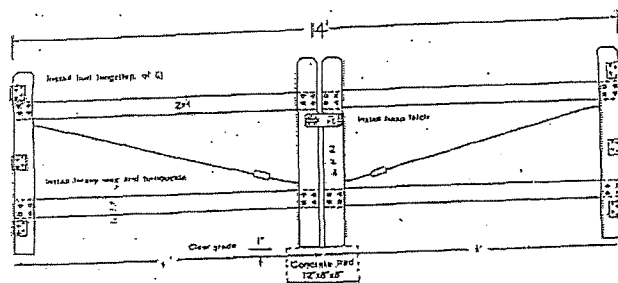
WOODEN STYLE FENCE  
WITH ACCESS GATE FOR  
MAINTENANCE VEHICLES  
TO ACCESS PARCELS.

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

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

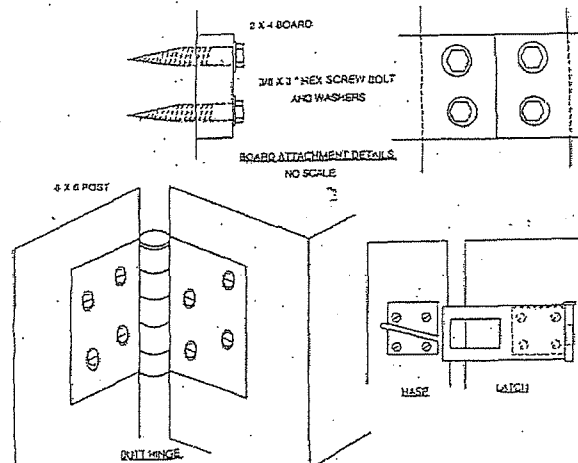
**IMPORTANT:** THIS REVIEW IS ONLY FOR THE  
CONFORMANCE WITH CCSF'S FACILITIES AND  
STANDARDS. THE ENGINEER, ARCHITECT, INSURER  
AND/OR CONTRACTOR IS RESPONSIBLE TO COMPLY  
WITH THE STATE'S REGULATIONS. THE  
CCSF'S STANDARDS ARE NOT CONTRACTUAL OBLIGATIONS.

SIGN \_\_\_\_\_ DATE 1/2/88



GATE DETAIL

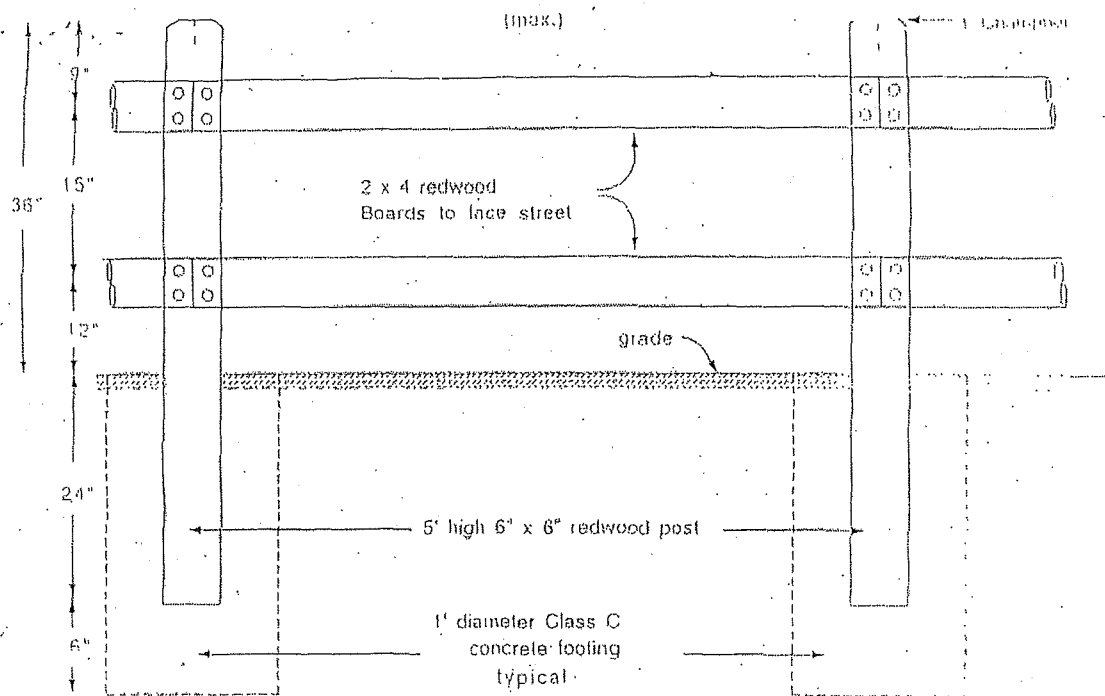
✓ HASP MUST HAVE S.F.W.D. LOCK ON IT. IF MT. VIEW NEEDS A LOCK ALSO, MODIFY HASP TO ACCEPT 2 LOCKS. BOTH PARTIES CAN OPEN THE GATE ANY TIME.



Drawing Title: Fence improvements at  
BDPL No.3 & 4 ROW

City of Mountain View  
Forestry and Roadway Landscape Division  
235 N. Whisman Road  
Box 7540  
Mountain View, CA 94039

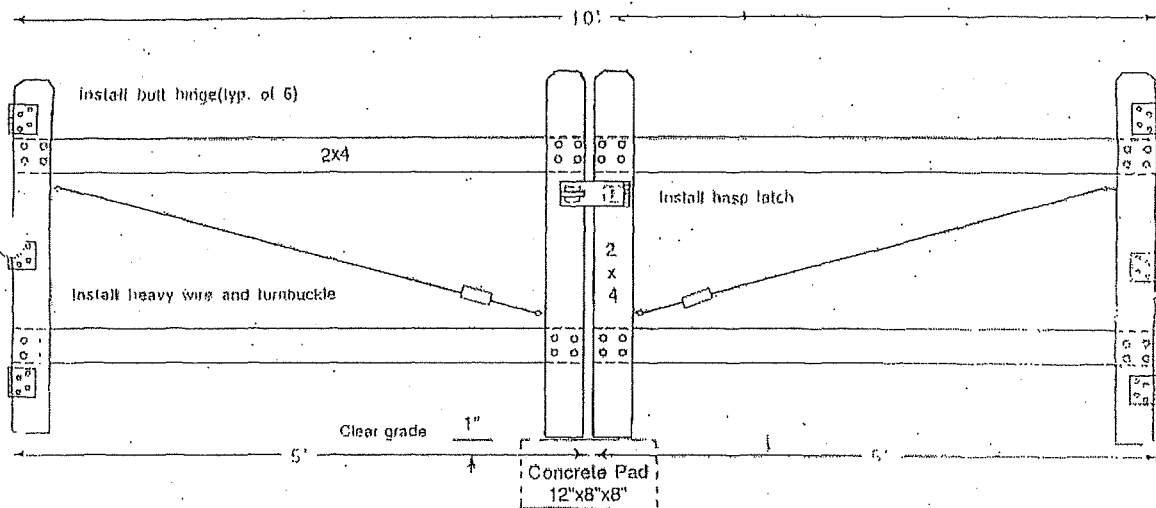
March 23, 1999  
Page 2 of 2



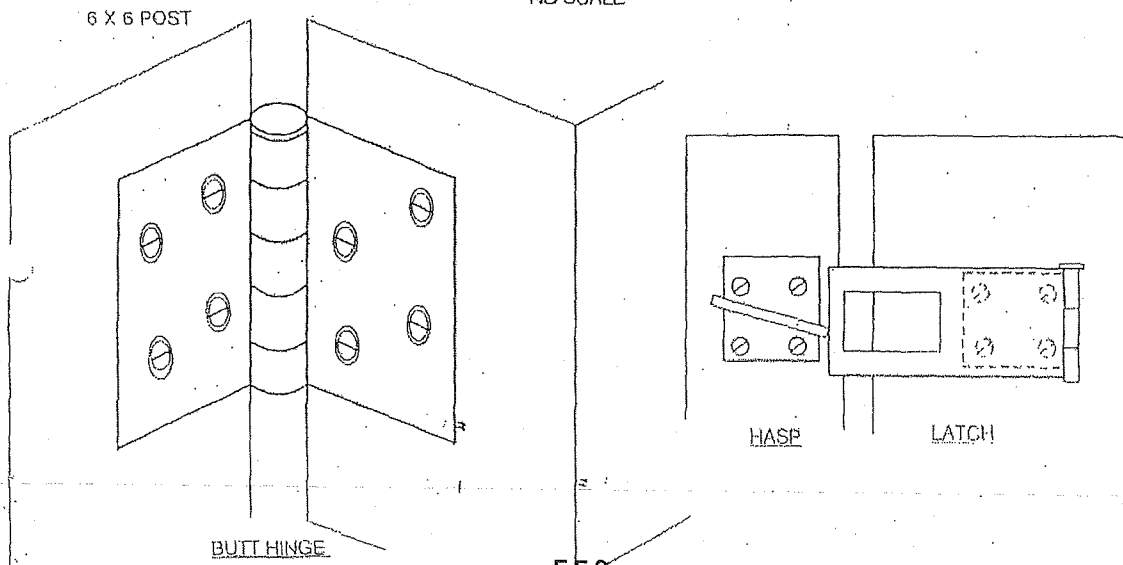
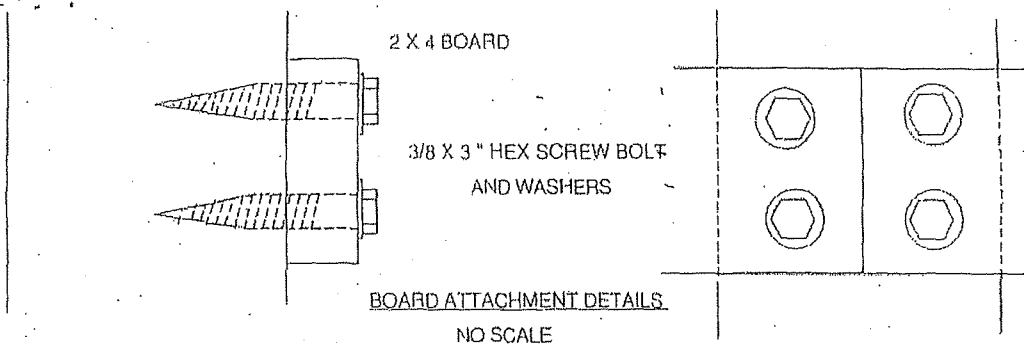
# FENCE DETAIL

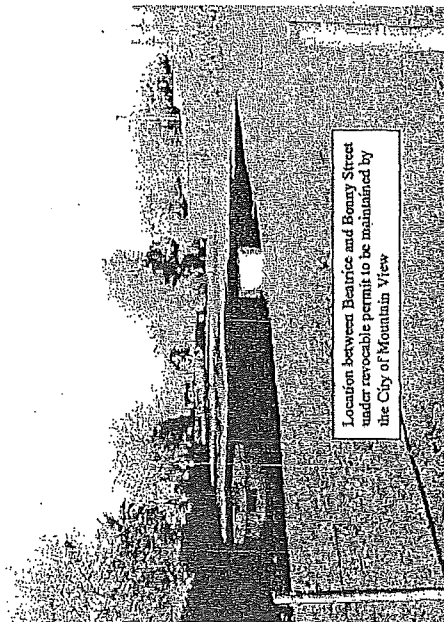
(NO SCALE)

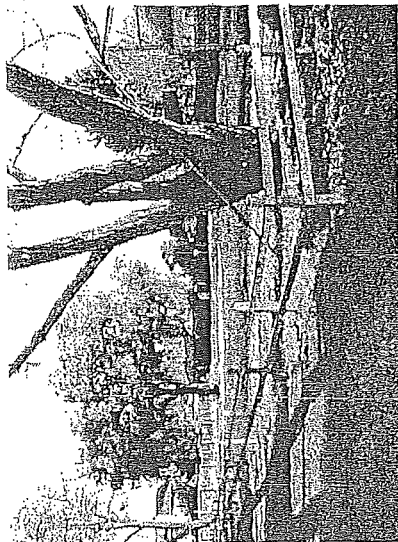
MARTENS AVENUE FENCE INSTALLATION



MARTENS AVENUE FENCE INSTALLATION





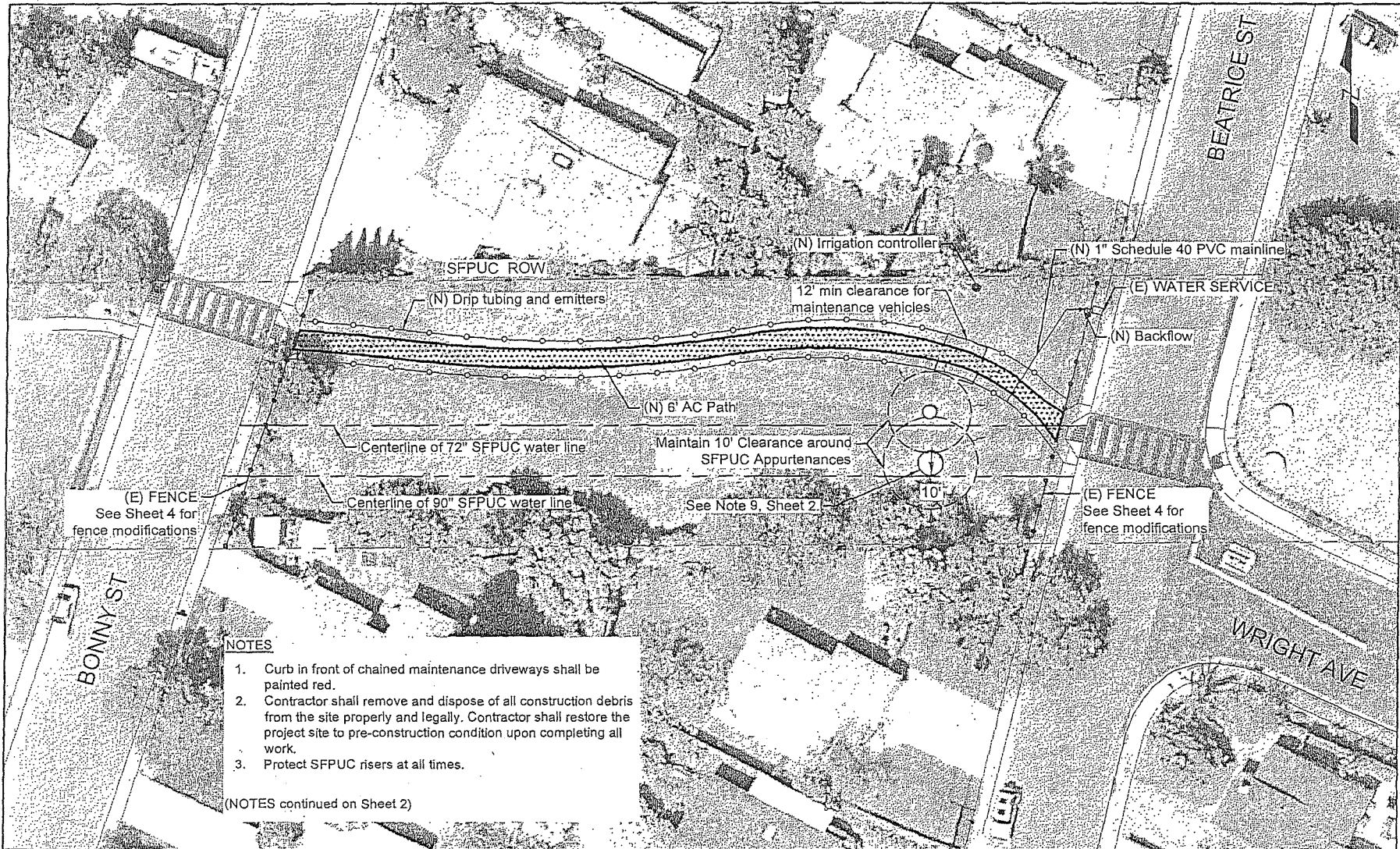


WOODEN STYLE FENCE  
WITH ACCESS GATE FOR  
MAINTENANCE VEHICLES  
TO ACCESS PARCELS.

**SCHEDULE E**

**Approved Plans and Specifications**

*(See attached)*



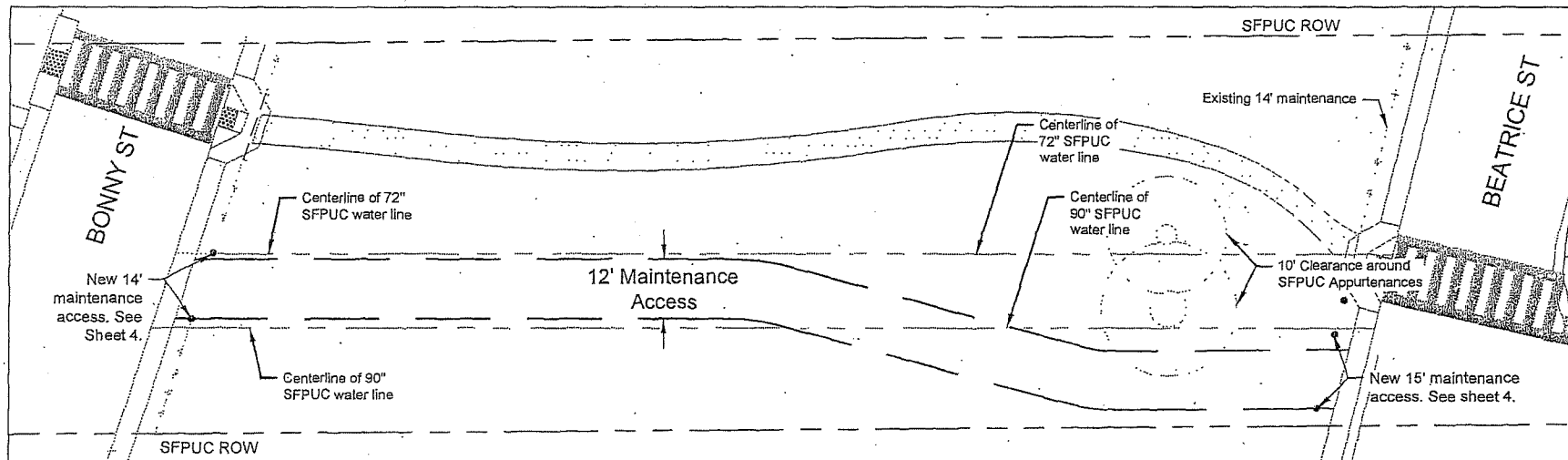
REX MANOR PARK EXTENSION  
 (OPEN SPACE IMPROVEMENTS AT BONNY/BEATRICE)  
 PROPOSED PROJECT LAYOUT AND IRRIGATION PLAN  
 SHEET 1 OF 4

SCALE: 1" = 40'



NOTES (cont.)

4. Contractor shall ensure there is positive drainage on the site.
5. Contractor shall notify Underground Services Alert (USA) 48 hours before any construction in the vicinity of the SFPUC aqueducts. Contractor shall notify the SFPUC construction inspector at least ten (10) calendar days prior to the start of on-site construction in the vicinity of the SFWD ROW.  
SFPUC Construction Inspector Contact: Albert Hao 650-871-3015
6. In the event of emergency involving SFPUC facilities, the Contractor shall immediately notify SFPUC by calling SFPUC Millbrae Dispatch at 650-872-5900.
7. No mechanical excavation is allowed within 24 inches of SFPUC pipelines. Digging within 24 inches of pipeline must be done with hand tools. No vibratory compaction equipment shall be used without prior written approval of the SFPUC.
8. Maximum external loading over SFPUC pipeline is AASHTO H-10 loading with a minimum of 3 feet soil cover. If loading condition exceeds above, engineering calculations as shown in AWWA, M9 must be submitted to the SFPUC to show that proposed condition would impose a load of less than 500 PSF onto the pipeline.
9. Finished grade needs to be minimum 12" below the bottom of the vent and water must drain away from the riser.



REX MANOR PARK EXTENSION  
(OPEN SPACE IMPROVEMENTS AT BONNY/BEATRICE)  
CONSTRUCTION NOTES AND MAINTENANCE ACCESS DETAIL  
SHEET 2 OF 4

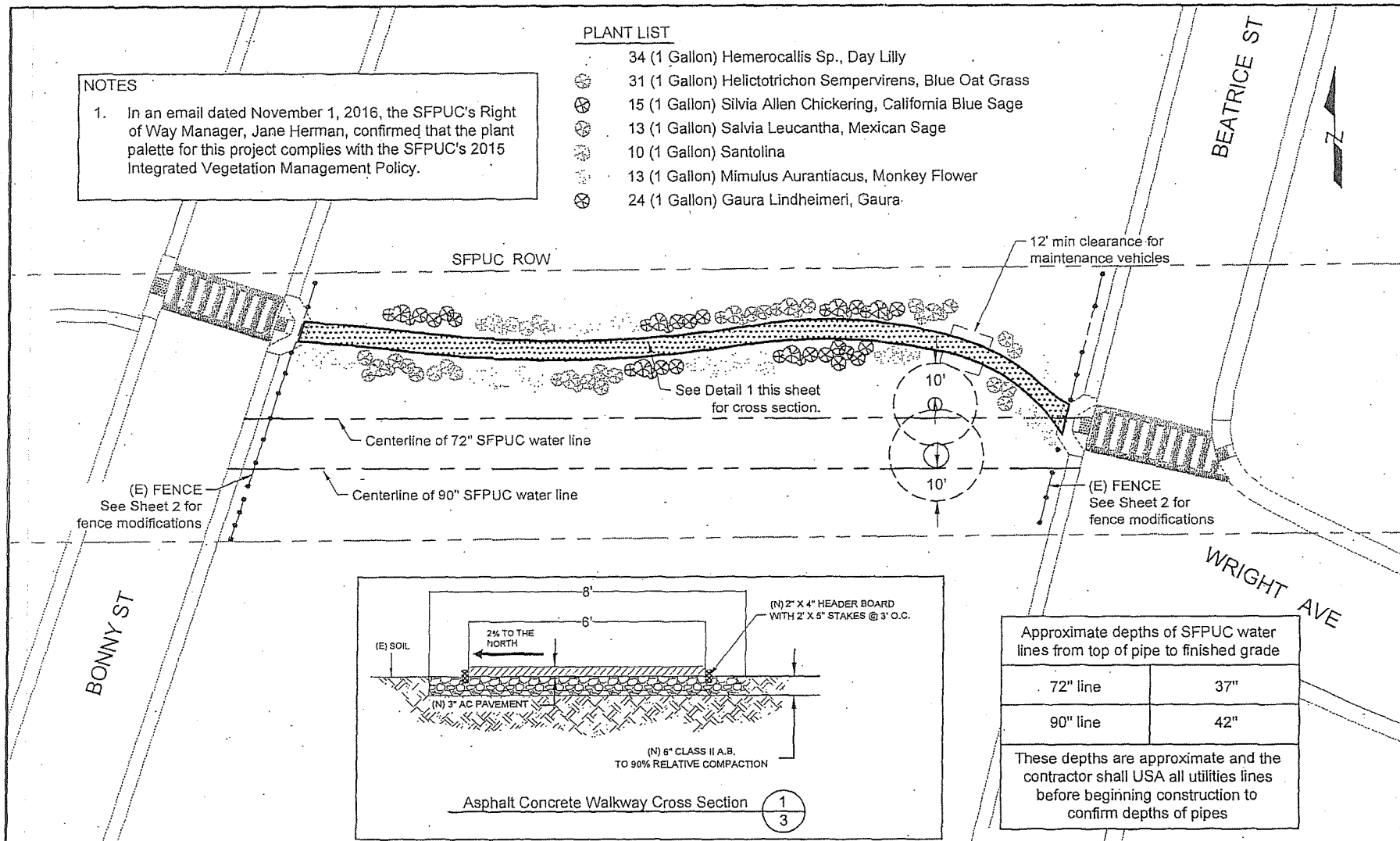
SCALE: NTS

## NOTES

1. In an email dated November 1, 2016, the SFPUC's Right of Way Manager, Jane Herman, confirmed that the plant palette for this project complies with the SFPUC's 2015 Integrated Vegetation Management Policy.

## PLANT LIST

- 34 (1 Gallon) Hemerocallis Sp., Day Lilly
- 31 (1 Gallon) Helictotrichon Sempervirens, Blue Oat Grass
- 15 (1 Gallon) Silvia Allen Chickering, California Blue Sage
- 13 (1 Gallon) Salvia Leucantha, Mexican Sage
- 10 (1 Gallon) Santolina
- 13 (1 Gallon) Mimulus Aurantiacus, Monkey Flower
- 24 (1 Gallon) Gaura Lindheimeri, Gaura



REX MANOR PARK EXTENSION  
(OPEN SPACE IMPROVEMENTS AT BONNY/BEATRICE)  
PLANTING PLAN  
SHEET 3 OF 4

SCALE: 1" = 40'

PHOTO 1



PHOTO 2

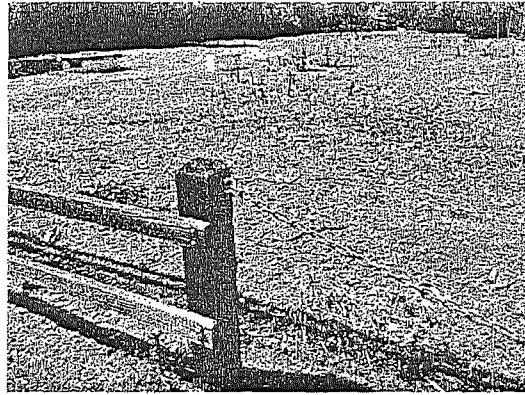
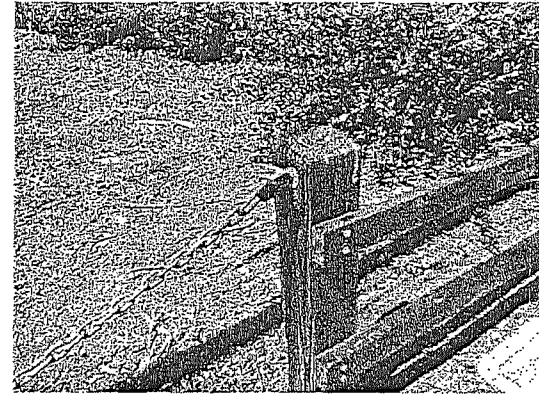
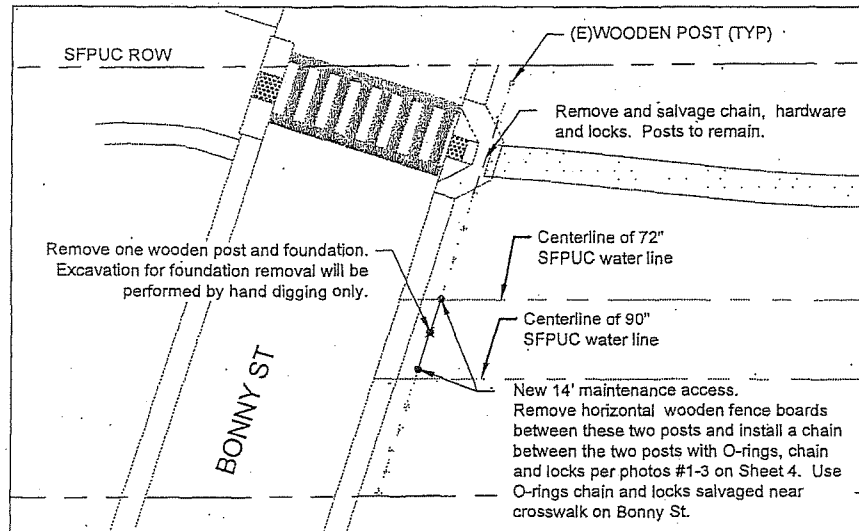


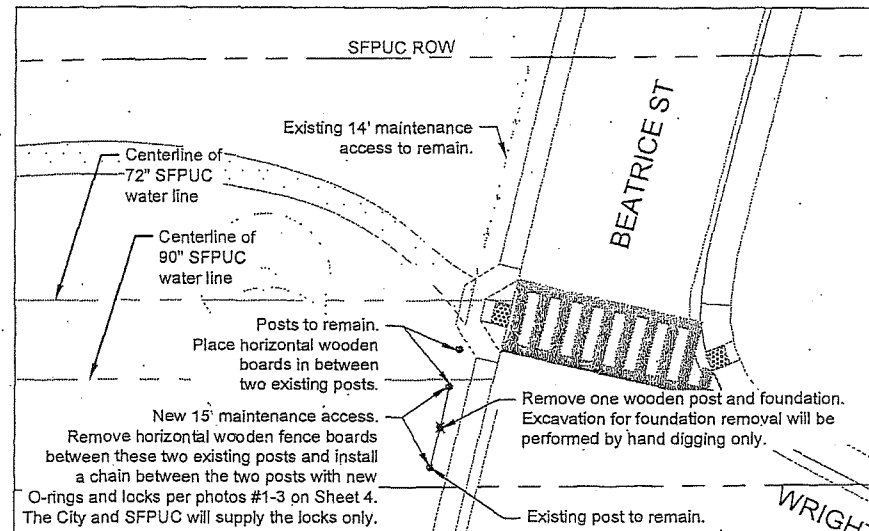
PHOTO 3



FENCE MODIFICATIONS - BONNY ST



FENCE MODIFICATIONS - BEATRICE ST



REX MANOR PARK EXTENSION  
(OPEN SPACE IMPROVEMENTS AT BONNY/BEATRICE)  
CONSTRUCTION DETAILS AND CHAIN AND LOCK PHOTOS  
SHEET 4 OF 4



## **Rex Manor Park Extension**

### **Open Space Improvements between Bonny St. and Beatrice St.**

#### **Detailed Project Description**

The City of Mountain View (Mountain View) is requesting to make open space improvements on San Francisco Public Utilities Commission (SFPUC) Parcel No. 203-H located between Beatrice Street and Bonny Street in Mountain View. The work includes:

- Constructing a 6 ft wide asphalt concrete walkway running from Bonny Street to Beatrice Street
- Installing irrigation system parallel to the walkway
- Landscaping (complying with SFPUC's 2015 Integrated Vegetation Management Policy)
- Modifications to the existing wood split rail fencing
- Relocation of the chained maintenance driveways at each end of the parcel (at Bonny Street and at Beatrice Street) to provide the SFPUC with more direct access to their appurtenances while minimizing the need for traversing the new walkway
- Reconstructing damaged sidewalks and curbs on Bonny and Beatrice Streets (rolled curbs will be replaced in kind)
- Painting the curbs in front of the chained maintenance access driveways
- Installing curb ramps at both ends of the path (at Bonny and Beatrice) that meet ADA requirements and that align with nearby street and walkway improvements

Details of the work per Section 3 of the SFPUC's application form are:

- **Work on or above water transmission pipelines/infrastructure**  
There will be work above the SFPUC's water pipelines including constructing asphalt concrete walkway, installing irrigation system, planting landscaping, modifying the existing split wood rail fencing as needed and reconstructing sidewalks and curbs.
- **Potholing, trenching or excavation of earth, asphalt, concrete, gravel, rock or sand**  
There will be shallow excavation of the topsoil and minor grading to install 6 inches aggregate base for the walkway and shallow trenching to install irrigation system (approximately 15 to 18 in depth). There will also be some excavation to install or relocate split rail fencing along the property frontage
- **Backfilling, including placement of sand, gravel or engineered fill**  
After trenching to install irrigation system (approximately 15 to 18 in depth), the trench will be backfilled with sand.

- **On or off-site spoils disposal including vegetation, cuttings, grindings and soil**  
During construction, topsoil, concrete, and vegetation will be removed. These spoils will be disposed of off-site.
- **Placement of asphalt, concrete, topsoil or vegetation to restore excavated and disturbed areas**  
The asphalt concrete walkway will be placed on top of 6 in aggregate base. New concrete will be cast-in-place to replace the damaged sidewalks and curbs.
- **Installation and maintenance of fencing**  
Parts of the existing wood split rail fence on Bonny Street and Beatrice Street will be modified to create openings for the new walkway, to close up gaps in the fence where there are currently openings and to relocate the chained maintenance driveways for the site.
- **Landscaping and horticultural activities**  
There will be landscaping planted on both sides of the walkway. These plants meet the SFPUC's 2015 Integrated Vegetation Management Policy per the November 1, 2016 email from Jane Herman, the SFPUC's Right of Way Manager.
- **Future operations maintenance activities**  
Mountain View will maintain the entire SFPUC parcel including the proposed walkway along with the landscaping and irrigation system. All fencing will also be maintained by Mountain View.
- **Utility installation**  
A water service already exists on the parcel. A water pipe will be installed for irrigation and the irrigation control unit will be solar powered.

**EXHIBIT G-6**

**Form of License for Stierlin Road Sidewalk Connector Parcel P4057A**

*[see attached]*

**SAN FRANCISCO PUBLIC UTILITIES COMMISSION  
REVOCABLE LICENSE**

**(License #P4057A-Stierlin Road Sidewalk Connector)  
(Supersedes and replaces former SFPUC Revocable Permit #P4057)**

**THIS REVOCABLE LICENSE** (this “**License**”) dated for reference purposes only as of \_\_\_\_\_, 2019, is made by and between the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (“**City**”), acting by and through its Public Utilities Commission (“**SFPUC**”), and the **CITY OF MOUNTAIN VIEW**, a municipal corporation (“**Licensee**”).

City and Licensee agree as follows:

1. **License.** City confers to Licensee a revocable, personal, non-exclusive, and non-possessory privilege to enter upon and use that certain real property owned by City situated in the County of Santa Clara, State of California, more particularly described in the attached **Schedule A** (the “**License Area**”), for the limited purpose and subject to the terms, conditions, and restrictions set forth below. The License Area is shown generally on Drawing No. 4057A attached as **Schedule B**. This License gives Licensee a license only and, notwithstanding anything to the contrary in this License, it does not constitute a grant by City of any ownership, leasehold, easement, or other property interest or estate whatsoever in any portion of the License Area. Nothing in this License shall be construed as granting or creating any franchise rights pursuant to any federal, state, or local laws.

THE PRIVILEGE GIVEN TO LICENSEE UNDER THIS LICENSE IS EFFECTIVE ONLY INsofar AS CITY’S RIGHTS IN THE LICENSE AREA ARE CONCERNED, AND LICENSEE SHALL OBTAIN ANY FURTHER PERMISSION NECESSARY BECAUSE OF ANY OTHER EXISTING RIGHTS AFFECTING THE LICENSE AREA. WITHOUT LIMITING THE FOREGOING, THIS LICENSE IS BEING ISSUED SUBJECT AND SUBORDINATE TO ALL OF THE TERMS AND CONDITIONS OF THAT CERTAIN DEED, DATED AUGUST 29, 1950, AND RECORDED ON AUGUST 30, 1950, IN BOOK 2044, PAGE 624, OF THE OFFICIAL RECORDS OF SANTA CLARA COUNTY, PURSUANT TO WHICH CITY ACQUIRED ITS INTEREST IN THE LICENSE AREA, A COPY OF WHICH IS ATTACHED TO THIS LICENSE AS **SCHEDULE C** (THE “**DEED**”), AND ALL OTHER EXISTING AND FUTURE DOCUMENTS AND INSTRUMENTS OF RECORD AFFECTING THE LICENSE AREA (COLLECTIVELY, WITH THE DEED, THE “**RECORDED DOCUMENTS**”). LICENSEE MUST SECURE ALL ADDITIONAL NECESSARY APPROVALS, LICENSES, AND CONSENTS, AND DELIVER ALL NECESSARY NOTICES, BEFORE COMMENCING WORK IN THE LICENSE AREA, INCLUDING ANY APPROVALS, LICENSES, CONSENTS, OR NOTICES REQUIRED FROM OR TO THE GRANTOR UNDER THE RECORDED DOCUMENTS. FOR CITY’S BENEFIT, LICENSEE COVENANTS AND AGREES THAT LICENSEE SHALL FULLY COMPLY WITH THE TERMS AND CONDITIONS OF THE RECORDED DOCUMENTS AND ANY OTHER RULES AND REGULATIONS PROMULGATED BY CITY AS THEY APPLY TO ANY WORK TO BE PERFORMED OR ANY LICENSEE FACILITIES (DEFINED IN **SECTION 6** [INSTALLATION OF FACILITIES] BELOW) THAT WILL OR MAY BE INSTALLED ON OR WITHIN THE LICENSE AREA, AND CITY SHALL HAVE NO RESPONSIBILITY OR LIABILITY OF ANY KIND WITH RESPECT THERETO. LICENSEE ACKNOWLEDGES AND AGREES THAT NEITHER CITY NOR ANY OF ITS DEPARTMENTS, COMMISSIONS, OFFICERS, DIRECTORS, AND EMPLOYEES, AND ALL PERSONS ACTING BY, THROUGH, OR UNDER EACH OF THEM, HAVE MADE, AND CITY HEREBY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING TITLE, THE PRESENT OR FUTURE SUITABILITY OF THE LICENSE AREA FOR LICENSEE’S INTENDED WORK, THE

LICENSEE FACILITIES, OR USE, THE IMPACT OF ANY TERM OR CONDITION OF THE RECORDED DOCUMENTS ON LICENSEE'S RIGHTS UNDER THIS LICENSE, OR THE ABILITY TO OBTAIN OR DELIVER, OR THE PROCEDURE FOR OBTAINING OR DELIVERING, ANY NECESSARY APPROVALS, LICENSES, CONSENTS, OR NOTICES FROM OR TO THE GRANTOR UNDER THE RECORDED DOCUMENTS OR ANY OTHER PARTY WITH RESPECT TO ANY MATTERS CONTAINED IN THIS LICENSE.

2. **Supersession and Revocation.** Effective as of the Commencement Date (defined in Section 3 [Term of License] below), this License shall immediately supersede, replace, and revoke SFPUC Revocable Permit dated as of October 1, 2009 and denominated as P4057 ("P4057") and the terms and conditions of P4057 shall have no further force or effect. Any plans or approvals contained in P4057 that are not expressly incorporated by this License shall not be deemed approved or permitted. If the terms and conditions of P4057 conflict with the terms and conditions of this License, the terms and conditions of this License shall prevail.

3. **Term of License.** The privilege conferred to Licensee pursuant to this License shall commence on the date (the "Commencement Date") on which this License is executed and delivered by City following the SFPUC's authorization and approval and the receipt of all fees and security required to be provided under this License. The term of this License shall continue thereafter for an initial term of ten (10) years after the Commencement Date; provided that the term may terminate (a) immediately upon Licensee's receipt of City's written notice revoking this License or (b) on the date that is one (1) year from the date of a written termination notice from Licensee to City. City's option to freely revoke this License may be exercised at any time without cause or liability, and without any obligation to pay any consideration to Licensee or return to Licensee any part of the license fee or, if applicable, the use fee. If City elects to immediately terminate pursuant to Subsection (a) above, City shall use reasonable good faith efforts to provide as much notice to Licensee as is reasonably possible; and further, City and Licensee mutually agree to coordinate reasonably and in good faith to provide for an orderly transition and wind-down of the rights and responsibilities of this License prior to the termination date. Upon any termination of this License by either Party, Licensee will immediately surrender the License Area in the condition required by this License. Subject to the right of either party to terminate this License as provided in this Section, if, on the date that the initial term or the first five (5)-year renewal term thereafter expires, if Licensee is not then in breach of this License, this License shall automatically renew for an additional five (5)-year term, it being agreed by the parties that the term of this License shall not so automatically renew for more than two (2) renewal terms of five (5) years each. Upon the occurrence of any such automatic renewal, City and Licensee shall sign a letter agreement amending this License by (x) confirming the expiration date of such renewal term; and (y) confirming any revised insurance coverages that City may then require from Licensee.

4. **Security for Performance.** Intentionally omitted.

5. **Use of License Area.**

(a) **Permitted Acts.** Subject to the terms and conditions of this License, Licensee may enter and use the License Area for the sole purpose of utilizing, repairing, and maintaining the License Area and its existing landscaping as a walking trail and public park in strict accordance with the terms of this License, and for no other purpose whatsoever. Except as specifically permitted by this License, no other recreational structures, paths, equipment, trees, or large shrubs shall be permitted in the License Area.

(b) **Subject to City Uses.** Licensee is aware that the License Area constitutes a portion of City's regional water pipeline delivery or wastewater system, including City's pipelines and related valves, drains, and other appurtenances (collectively or singularly, "City's Facilities"). Notwithstanding anything to the contrary in this License, any and all of Licensee's



activities under this License shall be subject and subordinate at all times to City's existing and future use of the License Area for municipal and other purposes. City shall in no way be liable for any damage or destruction to Licensee's property and/or improvements resulting from any damages caused by or related to City's Facilities or from any repair or maintenance activities related to City's Facilities. At City's request, Licensee shall immediately remove any property or improvements on the License Area to allow City access to City's Facilities installed on or about the License Area. Except in emergencies, City shall use reasonable good faith efforts to provide as much notice to Licensee as is reasonably possible of the need for any such removal. If City deems it necessary, at its sole discretion, City shall have the right to remove any such property or improvements and City shall not be responsible for restoring or returning the same to its prior condition.

6. **Installation of Facilities.** City reaffirms its prior approval of Licensee's existing cement concrete walkway and landscaping, approved by City by its issuance of P4057 to Licensee, and installed in accordance with plans and specifications attached as **Schedule D**. Licensee may not install additional facilities or structures within the License Area without strict adherence to the terms and conditions of this License. Licensee's existing and any future facilities, structures, including signage, landscaping, and improvements authorized by this License are collectively defined as the "Licensee Facilities."

(a) **Consent Required for Future Installations.** Any installation of additional Licensee Facilities in the License Area by or for Licensee shall require City's further prior, written consent, which City may withhold at its discretion.

(b) **Future Permits, Licenses, and Approvals.** Before beginning any future work in the License Area, Licensee shall obtain any and all permits, licenses, and approvals (collectively, "Approvals") of all regulatory agencies and other third parties that are required to commence, complete, and maintain the permitted work. Promptly upon receipt of such Approvals, Licensee shall deliver copies of them to the SFPUC. No approval by the SFPUC for purposes of Licensee's work under this License shall be deemed to constitute the approval of any federal, state, or local regulatory authority with jurisdiction, and nothing in this License shall limit Licensee's obligation to obtain all such regulatory Approvals, at Licensee's sole cost.

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

(d) **Exercise of Due Care.** Licensee shall use, and shall cause its Agents (defined in **Section 20** [Indemnity] below) to use, due care at all times to avoid any damage or harm to City's Facilities or other property and to native vegetation and natural attributes of the License Area and to minimize slope erosion. Licensee shall not disturb the surface of the License Area or perform any excavation work (including excavation work associated with any otherwise routine maintenance or repairs of any Licensee Facilities) without City's prior written approval, which City may withhold at its sole discretion. City shall have the right to condition and/or oversee any permitted excavation work. At its own expense, Licensee shall mark the location of City's Facilities within the License Area and shall not use any pick, plow, or other sharp tool to remove the two feet (2') of soil around any water transmission mains or other pipelines or appurtenances, provided that Licensee may use hand shovels or pneumatic shovels in compliance

with all other terms and conditions of this License. Licensee shall immediately inform City of any actual or potential damage to any of City's Facilities (including any damage to pipeline coatings), and any such damage shall be promptly repaired by Licensee, at its own expense, to City's satisfaction prior to backfilling; provided, at its sole discretion, City may elect to make any necessary repairs itself, at Licensee's sole cost, by notifying Licensee of such fact. Upon completion of the repairs, City shall send to Licensee a bill therefor, which Licensee shall pay within thirty (30) days following receipt. Under no circumstances shall Licensee damage, harm, or take any rare, threatened, or endangered species on or about the License Area.

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

(f) **Heavy Equipment.** Licensee shall not use any heavy construction equipment over or about City's Facilities, except as otherwise expressly allowed in Section 7(i) [Heavy Equipment and Vehicles] below.

(g) **Restoration of License Area.** Immediately following completion of any work permitted by this License, Licensee shall remove all debris and any excess dirt and shall restore the License Area to its condition immediately prior to such work by Licensee, to City's satisfaction. At City's request, Licensee shall restore excavated areas with new vegetation (including irrigation and maintenance until established) that complies with City's then-existing vegetation management policy or other applicable policy and erosion control netting.

(h) **Pipeline Depth/Installation of Above-Ground Markers.** Before commencing any excavation work approved by City in the License Area, Licensee shall measure the depth of any of City's Facilities located in the License Area and shall forward such information to City. Licensee shall install above-ground markers identifying the location of any underground Licensee Facilities installed pursuant to this License. The location, type, and installation of markers and identifying information on the markers shall be subject to the SFPUC's prior written approval.

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

(j) **Responsibility for Maintenance of Facilities.** Licensee shall be solely responsible for repairing and maintaining all Licensee Facilities placed in or on the License Area pursuant to this License in good and safe condition, and City shall have no duty whatsoever for any repair or maintenance of the License Area or any such Licensee Facilities. Licensee shall notify City in writing not less than five (5) days before performing any material repair or maintenance work (defined as any repair or maintenance that exceeds routine and regularly scheduled work performed by Licensee necessary to keep Licensee Facilities in good repair and operating condition) in the License Area, except in the case of an emergency when Licensee shall notify City telephonically and in writing as soon as reasonably possible. Licensee acknowledges that no work that contemplates any excavation on or about the License Area, including material repair or maintenance work, shall occur without City's prior written approval, which City may withhold at its sole discretion.

(k) **Revocability.** The installation of existing or future Licensee Facilities by Licensee, regardless of cost, shall not in any way whatsoever limit City's right to revoke this License pursuant to its terms or any of City's other rights under this License.

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

(m) **Cathodic and Other Protection.** City may adopt from time to time such rules and regulations with regard to the Licensee Facilities and operations under this License as City may determine are necessary or appropriate, at City's sole discretion, to safeguard against corrosion of, or other damage to, City's Facilities. Upon receipt of a copy of such rules and regulations, Licensee shall immediately comply with them.

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

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

(b) **Trees and Other Plantings.** Except as otherwise expressly provided in this License, Licensee shall not plant any trees or other vegetation in or on the License Area, except in accordance with detailed plans consistent with the SFPUC's vegetation management policy and as approved by the SFPUC in writing in advance.

(c) **Dumping.** Licensee shall not cause or permit the dumping or other disposal in, on, under, or about the License Area of landfill, refuse, Hazardous Material (defined in Section 7(d) [Hazardous Material] below) or any other materials, including materials that are unsightly or could pose a hazard to the human health or safety, native vegetation or wildlife, or the environment.

(d) **Hazardous Material.** Licensee shall not cause, nor shall Licensee allow any of its Agents or Invitees (defined in Section 20 [Indemnity] below) to cause, any Hazardous Material to be brought upon, kept, used, stored, generated, released, or disposed of in, on, under, or about the License Area, or transported to, from, or over the License Area. Licensee shall immediately notify City when Licensee learns of, or has reason to believe that, a release of Hazardous Material has occurred in, on, under, or about the License Area. Licensee shall further comply with all laws, statutes, ordinances, rules, regulations, policies, orders, edicts, and the like (collectively, "Laws") requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary or desirable to mitigate the release or minimize the spread of contamination. If Licensee or its Agents or Invitees cause a release of Hazardous Material, Licensee shall promptly return the License Area to the condition immediately prior to the release without cost to City and in accordance with all Laws and using commonly accepted, effective practices to remediate and mitigate the release. In connection with any such release, Licensee shall afford City a full opportunity to negotiate and participate in any discussion with governmental agencies and environmental consultants regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Material, and any other abatement or clean-up plan, strategy, and procedure. For

purposes of this License, "**Hazardous Material**" means material that, because of its quantity, concentration, or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state, or local governmental authority to pose a present or potential hazard to public health, welfare, or the environment. Hazardous Material includes the following: any material or substance defined as a "hazardous substance, pollutant, or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 et seq., or pursuant to Section 25316 of the California Health & Safety Code or any other federal, state, or local Law; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials in the License Area; and any petroleum, including crude oil or any crude-oil fraction, natural gas, or natural gas liquids, provided, the foregoing shall not prohibit Licensee from traversing to, from, and across the License Area in standard motor vehicles that do not exceed the weight limitations set forth below. The term "**release**" or "**threatened release**" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under, or about the License Area.

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

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

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

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

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

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

(ii) The effects of vehicle and equipment loads to City's pipelines or other of City's Facilities must not exceed the effects of the "AASHTO Standard H-10 Loading." H-10 loading is defined as loading caused by a two-axle truck with a gross weight of ten tons (20,000 lbs.), axles fourteen feet (14') apart, and rear axle carrying 8-tons (16,000 lbs.). Licensee shall be responsible for providing the SFPUC with adequate evidence that Licensee's equipment and vehicles meet the foregoing requirements.

(iii) Licensee shall not use vibrating compaction equipment without the SFPUC's prior written approval, which approval may be withheld at the SFPUC's sole discretion.

(iv) If the depth of the soil cover over any of City's Facilities (determined by potholing or other proof procedure) is less than the minimum stated in Subsection (i) above, unless an alternate method is approved by the SFPUC in writing, all excavation and grading over any of City's Facilities shall be performed manually. For any machinery equipment excavation and grading over and within twenty feet (20') on each side of the centerline of any of City's pipelines (measured on the surface), Licensee shall submit a written proposal together with all supporting calculations and data to the SFPUC for review and approval. In any case, the two feet (2') of soil around any City pipeline or other of City's Facilities shall be removed manually or by other methods approved by the SFPUC with due care as provided in Section 6(d) [Exercise of Due Care] above.

8. **License Fee(s).** Intentionally Omitted.

9. **Insurance.**

(a) Licensee shall procure and keep in effect at all times during the term of this License, at Licensee's expense, and cause its contractors and subcontractors engaged to perform any work permitted by this License on or about the License Area ("**Licensee Contractors**") to maintain at all times during any construction activities on or about the License Area, insurance as follows: (i) Commercial General Liability Insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence combined single limit for bodily injury and property damage, including coverages for contractual liability, personal injury, independent contractors, explosion, collapse and underground (XCU), Broadform Property Damage, Sudden and Accidental Pollution, Products Liability, and Completed Operations; (ii) Business Automobile Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for bodily injury and property damage, including coverages for owned, non-owned, and hired automobiles, as applicable, if Licensee uses or causes to be used any vehicles in connection with its use of the License Area, and (iii) Workers' Compensation Insurance, including employer's liability coverage with limits of not less than One Million Dollars (\$1,000,000) each accident.

In lieu of the foregoing insurance required of Licensee (but not in lieu of insurance to be provided by Licensee Contractors), Licensee can elect to self-insure, to the extent permitted by applicable law, by providing City adequate evidence acceptable to City of its self-insurance program. If Licensee elects to self-insure, on or before the Commencement Date and upon written request by the SFPUC, within thirty (30) days of the commencement of each year thereafter, Licensee shall submit to the SFPUC a certificate of self-insurance signed by a duly authorized representative of Licensee, such certificate evidencing that Licensee's self-insurance program is adequately funded, in full force and effect, and in compliance with and subject to all the terms, agreements, covenants, conditions, and provisions of this License. Licensee shall give the SFPUC written notice of any significant change in or the depletion of its self-insurance fund. If, in City's judgment, any such change or depletion results in Licensee's inability to adequately cover the risks resulting from the activities permitted on the License Area by this License through its self-insurance program, City may require Licensee to obtain promptly the insurance

coverages required by this License or, if such insurance is not so obtained, terminate this License by delivery of notice to Licensee.

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

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

(b) All policies required by this License shall be effected by valid and enforceable policies issued by insurers of recognized responsibility and reasonably approved by City and provide for the following: (i) name as additional insureds the City and County of San Francisco, its Public Utilities Commission, and their respective officers, agents, and employees; (ii) specify that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this License and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limit of liability, and (iii) include a waiver of subrogation endorsement or provision whereby the insurer acknowledges acceptance of Licensee's or a Licensee Contractor's waiver of claims against City. Such policies shall also provide for severability of interests and that an act or omission of one of the named insureds that would void or otherwise reduce coverage shall not reduce or void the coverage as to any insured, and shall afford coverage for all claims based on acts, omissions, injury, or damage that occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period. Sudden and accidental pollution coverage in the liability policies required by this License shall be limited to losses resulting from Licensee's activities (and Licensee's Agents, and Invitees) or Licensee Contractors' activities (as applicable) under this License (excluding nonnegligent aggravation of existing conditions with respect to Hazardous Material).

(c) All insurance policies required to be maintained by Licensee or any Licensee Contractor by this License shall be endorsed to provide thirty (30) days' prior written notice to City of cancellation for any reason, intended non-renewal or reduction in coverage. Notice to City shall be mailed to the address(es) for City set forth in Section 30 [Notices] below.

(d) Unless Licensee elects to self-insure in compliance with the provisions of Subsection (a) above, prior to the Commencement Date of this License, Licensee shall deliver to City certificates of insurance and additional insured policy endorsements from insurers in a form satisfactory to City, evidencing the coverages required by this License, together with complete copies of the policies at City's request. At least five (5) business days prior to the commencement of any work permitted by this License on or about the License Area by any Licensee Contractor, Licensee shall deliver, or cause to be delivered, to City certificates of insurance and additional insured policy endorsements from insurers in a form satisfactory to City, evidencing the coverages required by this License. If Licensee shall fail to procure, or cause the procurement of, such insurance, or to deliver, or cause the delivery of, such policies or certificates, at its option, City may procure the same for the account of Licensee, and any resulting costs shall be paid to City within five (5) days after delivery to Licensee of bills therefor.

(e) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense

costs be included in such general annual aggregate limit, such general aggregate limit shall double the occurrence or claims limits specified above.

(f) Should any of the required insurance be provided under a claims-made form, Licensee shall maintain, or cause its Licensee Contractors to maintain, such coverage continuously throughout the term of this License and, without lapse, for a period of three (3) years beyond the License expiration or termination, to the effect that should any occurrences during the License term give rise to claims made after expiration or termination of the License, such claims shall be covered by such claims-made policies.

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

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

**10. Compliance with Laws.** At its expense, Licensee shall conduct and cause to be conducted all activities on the License Area allowed under this License in a safe and reasonable manner and in compliance with all Laws of any governmental or other regulatory entity (including the Americans with Disabilities Act) and all covenants, restrictions, and provisions of record, whether presently in effect or subsequently adopted and whether or not in the contemplation of the parties. At its sole expense, Licensee shall procure and maintain in force at all times during its use of the License Area any and all business and other licenses or approvals necessary to conduct the activities allowed under this License. Licensee understands and agrees that City is entering into this License in its capacity as a property owner with a proprietary interest in the License Area and not as a regulatory agency with police powers. No approval by City for purposes of this License shall be deemed to constitute approval of any federal, state, City, or other local regulatory authority with jurisdiction, and nothing in this License shall limit Licensee's obligation to obtain all such regulatory approvals at Licensee's sole cost, or limit in any way City's exercise of its police powers.

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

**12. Monuments.**

(a) By its execution and delivery of this License, Licensee acknowledges that the monuments shown on the attached **Schedule B**, if any, are in place and in good condition. During the installation by or on behalf of Licensee of any Licensee Facilities or improvements permitted by this License and at all times during Licensee's use of the License Area, Licensee shall protect and safeguard City's monuments. Licensee shall promptly notify City in the event Licensee becomes aware of any change in the condition of City's monuments, regardless of the cause of such change.

(b) If Licensee damages a monument necessitating resurvey, repair, or replacement, as determined by City at its sole discretion, at its sole cost, Licensee shall survey, file a land surveyor's map in the County Office, and install a replacement monument within thirty (30) days of completion of work authorized under this License, all to City's satisfaction. A recorded surveyor's map shall be furnished by Licensee to the SFPUC for its records.

(c) During the term of this License, City may replace missing monuments or install new monuments. City shall give Licensee written notice if City replaces missing monuments or installs new monuments. Upon receipt of such notice, Licensee shall assume the protection and replacement responsibilities set forth in this License.

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

**14. Interruption or Disruption of License Area.** Without limiting City's rights under this License, if Licensee's use of the License Area is interrupted or disrupted for any reason, including in connection with any City request for the removal or alteration of Licensee Facilities located on the License Area pursuant to Section 13 [Removal or Alteration of Facilities] above, at Licensee's sole cost, Licensee shall be responsible for: (a) any and all costs of alteration, removal, and/or restoration of Licensee's improvements to a condition similar to that which existed prior to such interruption, disruption, alteration, or removal, and (b) the implementation or satisfaction of any mitigation measures or obligations that may arise under applicable law, including the California Environmental Quality Act ("CEQA"), related to any interruption or disruption of Licensee's use of the License Area. City will not be responsible for mitigation of any potential recreational use impacts or other impacts associated with any interruption or disruption of use of the License Area, or any costs related thereto. If Licensee fails to promptly perform its obligations under this Section, at its sole option, City may elect to terminate this License immediately upon written notice, or to exercise any and all other rights or remedies available to City under this License or at law, including the rights set forth in Section 18 [City's Right to Cure Defaults by Licensee] below.

City would not be willing to give this License in the absence of Licensee's assurances under this Section 14, and Licensee expressly assumes any and all liability or obligations that may arise under this Section 14.

**15. Signs.** Licensee shall not place, erect, or maintain any sign, advertisement, banner, or similar object in, on, or about the License Area without City's prior written consent, which City may withhold at its sole discretion; provided, however, Licensee may place in the License Area a temporary sign of less than thirty (30) days' duration that is necessary for Licensee's



construction use and that does not extend below the ground surface without City's prior written consent.

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

17. **Repair of Damage.** If any portion of the License Area or any City property located on or about the License Area is damaged or threatened by any of the activities conducted by Licensee or anyone acting by or through Licensee under this License, at its sole cost, Licensee shall immediately notify City by telephone to the SFPUC's dispatch operator at (650) 872-5900 of such damage or threat. City may, but shall not be obligated to, remedy such damage or threat at Licensee's sole cost, or City may elect to witness Licensee's repair work. If City elects not to remedy such damage or threat, Licensee shall repair any and all such damage and restore the License Area or property to its previous condition subject to City's inspection, review, and approval. City has no responsibility or liability of any kind with respect to any utilities that may be on, in, or under the License Area. Licensee has the sole responsibility to locate such utilities and other existing facilities and protect them from damage. Licensee shall be solely responsible for arranging and paying directly for any utilities or services necessary for its activities under this License; provided, Licensee shall obtain City's prior written approval to the provision of such services or utilities in, on, under, or through the License Area.

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

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

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

Invitees, (d) any release or discharge, or threatened release or discharge, of any Hazardous Material caused or allowed by Licensee, its Agents, or Invitees, on, in, under, or about the License Area, any improvements or into the environment, or (e) any failure by Licensee to faithfully observe or perform any terms, covenants, or conditions of the Recorded Documents or this License to the extent that such terms, covenants, or conditions relate to or are triggered by the work to be performed or the Licensee Facilities to be installed pursuant to this License; except solely to the extent of Claims resulting directly from the gross negligence or willful misconduct of City or City's authorized representatives. In addition to Licensee's obligation to indemnify City, Licensee specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim that actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent, or false, which obligation arises at the time such claim is tendered to Licensee by City and continues at all times thereafter. The foregoing indemnity shall include reasonable attorneys', experts' and consultants' fees and costs, investigation and remediation costs, and all other reasonable costs and expenses incurred by the indemnified parties, including damages for decrease in the value of the License Area and claims for damages or decreases in the value of adjoining property. Licensee's obligations under this Section shall survive the expiration or other termination of this License.

**21. Waiver of Claims.**

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

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

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

(d) Licensee expressly acknowledges and agrees that any fees or costs payable by Licensee under this License do not take into account any of City's potential liability for any consequential or incidental damages including lost profits arising out of disruption to the Licensee Facilities or Licensee's uses permitted under this License. City would not be willing to give this License in the absence of a waiver of liability for consequential or incidental damages resulting from the acts or omissions of City or its Agents, and Licensee expressly assumes the risk with respect thereto. Accordingly, without limiting any indemnification obligations of Licensee or other waivers contained in this License and as a material part of the consideration for this License, Licensee fully RELEASES, WAIVES, AND DISCHARGES forever any and all claims, demands, rights, and causes of action against for consequential and incidental damages

including lost profits and covenants not to sue for such damages, City, its departments, commissions, officers, directors, and employees, and all persons acting by, through or under each of them, arising out of this License or the uses authorized under this License, including any interference with uses conducted by Licensee pursuant to this License, regardless of the cause, and whether or not resulting from the negligence of City or its Agents, except for the gross negligence and willful misconduct of City or its Agents.

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

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

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

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

## **22. As Is Condition of License Area; Disclaimer of Representations; CASp Disclosure.**

(a) Licensee accepts the License Area in its "AS IS" condition, without representation or warranty of any kind by City, its officers, agents, or employees, and subject to all applicable laws, rules and ordinances governing the use of the License Area. Without limiting the foregoing, this License is made subject to any and all existing and future covenants, conditions, restrictions, easements, encumbrances, and other title matters affecting the License Area, whether foreseen or unforeseen, and whether such matters are of record or would be disclosed by an accurate inspection or survey.

(b) California law requires commercial property owners to disclose on every rental agreement whether the property being rented has undergone inspection by a Certified Access Specialist ("CASp") to determine whether the property meets all applicable construction-related accessibility standards pursuant to California Civil Code Section 55.53.

The law does not require owners to have the inspections performed. Pursuant to California Civil Code Section 1938, Licensee is hereby advised that the License Area has not been inspected by a CASp.

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

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

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

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

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

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

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

(a) Licensee recognizes and understands that this License may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on such interest. Licensee further recognizes and understands that any transfer or assignment permitted under this License and any exercise of any option to renew or extend this License may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created pursuant to this License.

(b) Licensee shall pay taxes of any kind, including possessory interest taxes, that may be lawfully assessed on the interest hereby created and to pay all other taxes, excises, licenses, permit charges, and assessments based on Licensee's usage of the License Area that may be imposed upon Licensee by law, all of which shall be paid when the same become due and payable and before delinquency.

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

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

**City or the SFPUC:** Real Estate Services Division  
San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 10<sup>th</sup> Floor  
San Francisco, California 94102  
Attn: Real Estate Director  
Re: Stierlin Road Sidewalk  
Connector P4057A

**Licensee:** City of Mountain View  
500 Castro Street  
Mountain View, California 94039-7540  
Attn: Real Property Program Administrator  
Re: Stierlin Road Sidewalk  
Connector P4057A

A properly addressed notice transmitted by one of the foregoing methods shall be deemed received upon confirmed delivery, attempted delivery, or rejected delivery. Neither party may give official or binding notice by facsimile or e-mail.

31. **Prohibition of Tobacco Sales and Advertising.** No advertising of cigarettes or tobacco products is allowed on the License Area. This advertising prohibition includes the placement of the name of a company producing, selling, or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This advertising prohibition does not apply to any advertisement sponsored by a state, local, nonprofit, or other entity designed to (a) communicate the health hazards of cigarettes and tobacco products, or (b) encourage people not to smoke or to stop smoking.

32. **Prohibition of Alcoholic Beverage Advertising.** No advertising of alcoholic beverages is allowed on the License Area. For purposes of this Section, "alcoholic beverage" shall be defined as set forth in California Business and Professions Code Section 23004, and shall not include cleaning solutions, medical supplies and other products and substances not intended for drinking. This advertising prohibition includes the placement of the name of a company producing, selling, or distributing alcoholic beverages or the name of any alcoholic beverage in any promotion of any event or product. This advertising prohibition does not apply to any advertisement sponsored by a state, local, nonprofit, or other entity designed to (a) communicate the health hazards of alcoholic beverages, (b) encourage people not to drink alcohol or to stop drinking alcohol, or (c) provide or publicize drug or alcohol treatment or rehabilitation services.

33. **Pesticide Prohibition.** Licensee shall comply with the provisions of Section 308 of Chapter 3 of the San Francisco Environment Code (the "**Pesticide Ordinance**") that (a) prohibit the use of certain pesticides on City property, (b) require the posting of certain notices and the maintenance of certain records regarding pesticide usage and (c) require Licensee to submit to the SFPUC an integrated pest management ("IPM") plan that (i) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Licensee may need to apply to the License Area during the term of this License, (ii) describes the steps Licensee will take to meet City's IPM Policy described in Section 300 of the Pesticide Ordinance, and (iii) identifies, by name, title, address, and telephone number, an individual to act as the Licensee's primary IPM

contact person with City. In addition, Licensee shall comply with Sections 303(a) and 303(b) of the Pesticide Ordinance.

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

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

36. **Food Service and Packaging Waste Reduction.** In the performance of this License, Licensee shall comply fully with and be bound by all applicable provisions of the Food Service and Packaging Waste Reduction Ordinance, as set forth in the San Francisco Environment Code, Chapter 16, including the remedies provided therein, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated into this License by reference and made a part of this License as though fully set forth in this License. Accordingly, Licensee acknowledges that City contractors and lessees may not use Disposable Food Service Ware that contains Polystyrene Foam in City buildings or structures and while performing under a City contract or lease, and shall instead use suitable Biodegradable/Compostable or Recyclable Disposable Food Service Ware. This provision is a material term of this License.

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

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

39. **General Provisions.** (a) This License may be amended or modified only by a writing signed by City and Licensee. (b) No waiver by any party of any of the provisions of this License shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. No waiver shall be deemed a subsequent or continuing waiver of the same, or any other, provision of this License. (c) Except as expressly provided to the contrary, all approvals, consents, and determinations to be made by City under this License may be made at City's sole and absolute discretion. (d) This instrument (including any attached Exhibits or Schedule(s)) contains the entire agreement between the parties regarding the use or occupancy of the Licensed Area by Licensee and all prior written or oral negotiations, discussions, understandings, and agreements are merged in this License. (e) The section and other headings of this License are for convenience of reference only and shall

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

*(SIGNATURES ON FOLLOWING PAGE)*

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

**LICENSEE:**

**CITY OF MOUNTAIN VIEW,**  
a municipal corporation

By: Andrew S. Rosenberg  
Its: Asst. City Manager  
Date: 4/17/19

**CITY:**

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

By: \_\_\_\_\_  
HARLAN L. KELLY, JR.  
General Manager  
San Francisco Public Utilities Commission

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

**APPROVED AS TO FORM:**

**DENNIS J. HERRERA**  
City Attorney

**APPROVED AS TO FORM**

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

Kirk Upm  
Sr. Asst. CITY ATTORNEY

**Authorized by**  
**San Francisco Public Utilities Commission**

Resolution No. \_\_\_\_\_  
Adopted: \_\_\_\_\_

Attested: \_\_\_\_\_  
Secretary  
San Francisco Public Utilities Commission



## **SCHEDULE A**

### **Description of License Area**

All that certain real property located in Santa Clara County, California, described as follows:

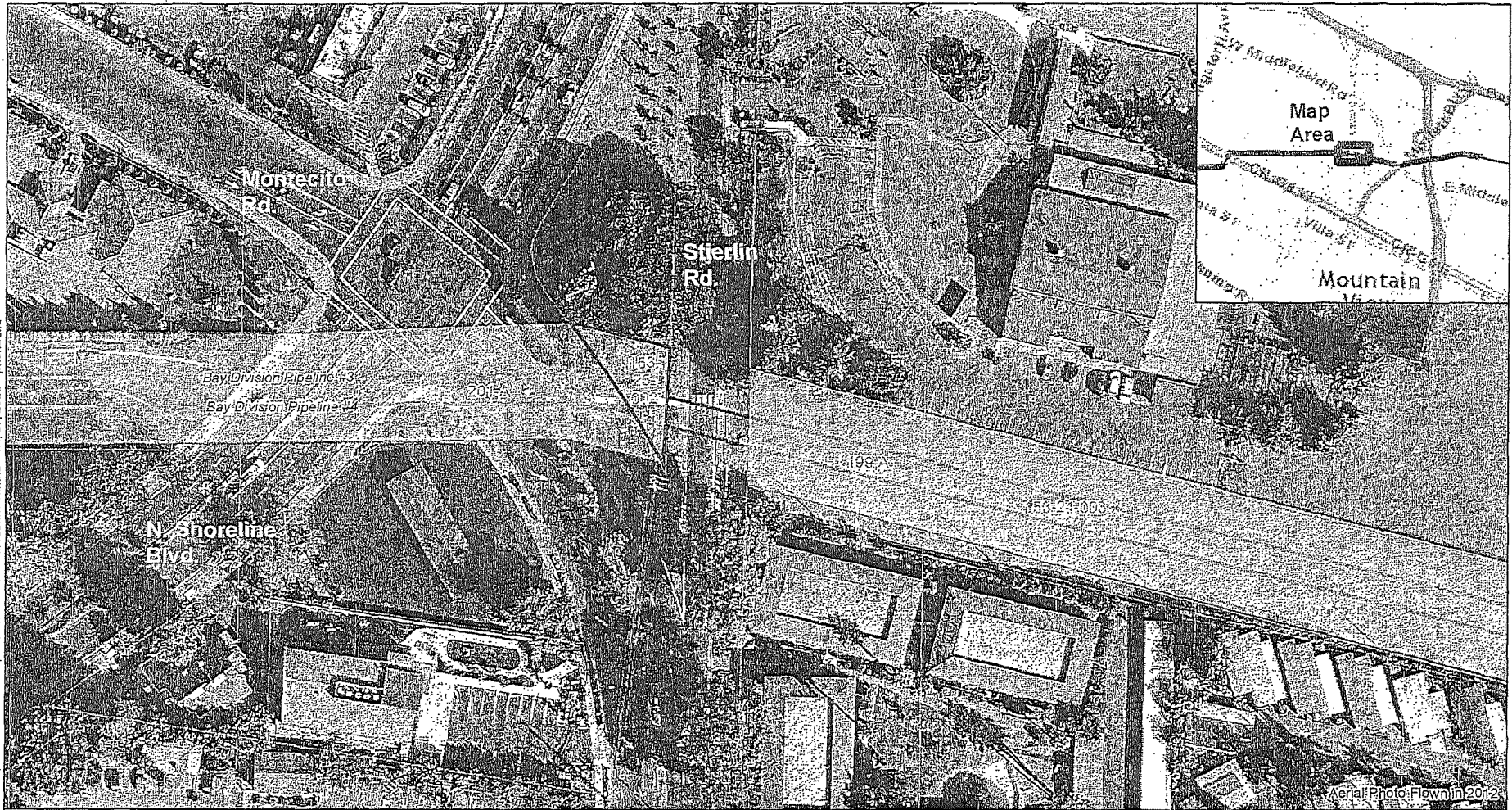
An approximately 3,750 square-foot portion of SFPUC Parcel 201-A, according to the SFPUC's records and as shown on Drawing No. 4057A attached as **Schedule B** and made a part of this License, on Stierlin Road near North Shoreline Boulevard and Montecito Avenue in Santa Clara County, in the City of Mountain View, California.

**SCHEDULE B**

**Drawing No: 4057A**

*(See attached)*

# Drawing No. 4057A



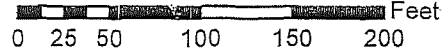
Approx. Location: 37.401487 (lat)  
-122.078178 (long)

- |                |                                 |                     |
|----------------|---------------------------------|---------------------|
|                |                                 |                     |
| License Area   | SFPUC land (in fee)             | Tax Assessor Parcel |
|                |                                 |                     |
| SFPUC Pipeline | Easement / other right to SFPUC |                     |

The City does not guarantee that the information is accurate or complete. The City is not responsible for any damages arising from the use of data. Users should verify the information before making project commitments. This map shows the approximate limits of the licensed area and estimated pipeline locations, and will not be exact.



Scale 1:1,160



 **Hetch Hetchy**  
Regional Water System  
Real Estate Services

**Stierlin Road**  
**Sidewalk Connector**  
License #: P4057A  
SFPUC Parcel #: 201-A (portion of)  
APN: 153-25-002  
Author: Joel Mandella Date: 12/27/2016

**SCHEDULE C**

**Deed**

*(See attached)*

Par. 201 A



201909 sja

5 60

6.60

DEED

BOOK 2014 PAGE 624

THOMAS SOUZA and LAURA E. SOUZA, his wife, the first parties, hereinafter referred to as the Grantors, hereby grant to CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, the second party, hereinafter referred to as the City, the following described real property situated in the County of Santa Clara, State of California:

A strip of land 80 feet wide, lying 40 feet either side of the following described line and extensions thereto, across that certain parcel of land conveyed by N. S. Wright et al, to Thomas Souza et al, by Deed dated July 14, 1938 and recorded July 15, 1938 in Volume 885 at page 227, Official Records, Santa Clara County, hereinafter referred to as the Souza Parcel; being a portion of Lots 2, 3, 12, 13 and 14 of "W. P. Wright Subdivision No. 2" according to the Map thereof, recorded in the office of the Recorder of the County of Santa Clara, State of California, in Book "Y" of Maps, page 39; said line being more particularly described as COMMENCING at a point in the Westerly boundary of the existing Stierlin Road, as said road is delineated on the above mentioned Map, distant thereon North 0°20'15"East 261.20 feet from the Southeasterly corner of Lot 1 of the above mentioned "W. P. Wright Subdivision No. 2", thence from said point of commencement, North 77°15'15"West 73.45 feet and South 89°11'15"West 1259.99 feet to a point in the common boundary between the above mentioned Lot 13 of the Souza Parcel and that certain 67.30 acre parcel of land described in Deed of Trust between F. C. Ormonde et ux, Trustees, F. Schneider, Trustee, and J. W. Paulsen, Beneficiary, dated December 23, 1922 and recorded January 9, 1923 in Volume 6 of Official Records, page 136, Santa Clara County, hereinafter referred to as the Ormonde Parcel; said point being distant along said common boundary North 0°00'45"East 82.36 feet from the Southwest corner of the above mentioned Lot 13; the Easterly end of said strip being the above mentioned Westerly boundary of Stierlin Road and the Westerly end of said strip being the above mentioned common boundary between the Ormonde and Souza Parcels, CONTAINING 2.449 acres.

TOGETHER with all right title and interest of the first parties in and to that portion of said Stierlin Road adjoining the above described land.

ALSO the right of ingress to and egress from said parcel of real property across adjacent lands of the Grantors over any available private roadway or over such route as may be agreed upon, the right to cut any and all existing fences and to install gates therein at such points as may be necessary for the convenience of the City in the use of said parcel of real property, and the right to protect pipes and other structures or improvements of the City by means of fences or

otherwise; provided, however, that the City shall not construct any other fences upon or with respect to said parcel of real property without the consent of the Grantors. If the City should damage the Grantors' roads or fences, the City shall, at its own expense, repair such damage.

THIS DEED IS MADE SUBJECT TO THE FOREGOING AND THE FOLLOWING COVENANTS:

1. The Grantors are permitted the right to plant, cultivate, irrigate, harvest and retain crops from the parcel of land herein described, and to use said land for pasturage, until such time as the City requires said land for construction purposes, and thereafter to cultivate, plant, irrigate, harvest and retain crops from, and to use for pasturage, such parts of said parcel of land as are not actually needed by the City for the construction, maintenance, repair, operation, renewal and replacement of its aqueduct pipe lines and other structures or improvements, appurtenances and appliances; provided, that the Grantors shall not plant any trees on said above described parcel of real property.

2. The Grantors are permitted the right to construct, maintain, use, repair, replace, and renew, over and across said parcel of land, (but not along in the direction of the City's pipe line or lines), fences, roads, streets, earth fills, sewers, water pipes, gas pipes, electric power lines, telephone lines, telegraph lines; provided, however that the locations and grades of such improvements and structures of the Grantors, and the amount of any earth fill, proposed to be placed on said parcel of real property by the Grantors, shall first be approved by the City's Public Utilities Commission; provided further, that the Grantors shall not use said parcel of land, or permit the same to be used, for any purpose or in any manner which will interfere with, damage, or endanger in any way any aqueduct pipe lines and other structures and improvements, appurtenances or appliances of the City. The Grantors shall install gates in any additional fences which he may construct across said parcel of real property sufficient in width to allow passage of trucks and other equipment.

3. After installation of the City's first pipe line, the City's Public Utilities Commission shall give the Grantors at least six months' written notice before commencing construction of any additional aqueduct pipe lines, utilities, and other structures or improvements on said parcel of real property.

4. All notices to be given between the parties hereto shall be in writing and served personally or by depositing the same in the United States mail, postage prepaid and addressed to City at the office of its Manager of Utilities, City Hall, San Francisco, California; and to Grantors, at P. O. Box 15, Mountain View, California, and the said notice shall be binding upon any successor in interest of the Grantors unless the City is notified in writing of the address of said successor in interest, in which case said notice of the City is to be sent thereto.

5. The tops of all of City's pipe lines and conduits shall be laid below the surface of the ground and covered to a depth of not less than 18 inches, excepting pipe line appurtenances which may be constructed flush with or above the surface of the ground.

6. The covenants herein set forth shall inure to the benefit of, and bind, the heirs, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the first parties have executed this conveyance this 29<sup>th</sup> day of August, 1950.

Thomas Souza

Laura E. Souza

-3-

STATE OF CALIFORNIA  
 Santa Clara } ss.  
 County of \_\_\_\_\_  
 On this 29th day of August in the year one thousand nine hundred and Fifty  
 before me, John W. Clark a Notary Public in and for the \_\_\_\_\_  
 County of Santa Clara, State of California, residing therein,  
 duly commissioned and sworn, personally appeared \_\_\_\_\_  
Thomas Souza and Laura E. Souza, his wife,  
 known to me to be the persons whose names are subscribed to the within instrument  
 and acknowledged to me that he executed the same.  
 IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal  
 in the \_\_\_\_\_ County of Santa Clara, the day and year in this  
 certificate first above written.  
John W. Clark  
 Notary Public in and for the \_\_\_\_\_ County of Santa Clara,  
 State of California.  
 My Commission Expires 3/29/52

Cowdery's Form No. 52—Acknowledgment—General.  
 (C. C. Sec. 1189)

LAND PURCHASE - DAY DIVISION  
PIPE LINE NO. 3.

Resolution No. 10010  
(Series of 1939)

RESOLVED, in accordance with the written offers on file in the office of the Director of Property and the recommendation of the Public Utilities Commission, that the City and County of San Francisco, a municipal corporation, accept deeds from the following named parties, or the legal owners, to certain parcels of land in Santa Clara County, California, required for the Day Division Pipe Line No. 3 and that the sums set forth opposite their names be paid for said real property from appropriation No. 60,500.00.

James M. Logan .....	\$1,525.00
Marie R. Logan, et al .....	1,215.00
Thomas R. Logan .....	2,550.00

The City Attorney shall examine and approve the title of said property.

I hereby certify that the foregoing resolution was adopted by the Board of Supervisors of the City and County of San Francisco at its meeting of June 26, 1939.

JOHN R. McGRATH, Clerk.  
APPROVED, June 27, 1939.  
ELMER E. ROBINSON, Mayor.  
June 28-11

660358

Book 2044 Page 627

FILED FOR RECORD  
AT REQUEST OF

New Free Abstract & Title Insurance Co.

AUG 30 10 57 A 1950

OFFICIAL RECORDS  
SANTA CLARA COUNTY

Thomas A. Dwyer

RECORDER

J. H. 17

STATE OF CALIFORNIA }  
City and County of San Francisco } ss.

CLERK'S CERTIFICATE

I, John R. McGrath, Clerk of the Board of Supervisors of the City and County of San Francisco, do hereby certify

that the annexed Resolution No. 10010 (Series of 1939) is a full, true and correct copy of the original thereof on file in the office of the Clerk of the Board of Supervisors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the

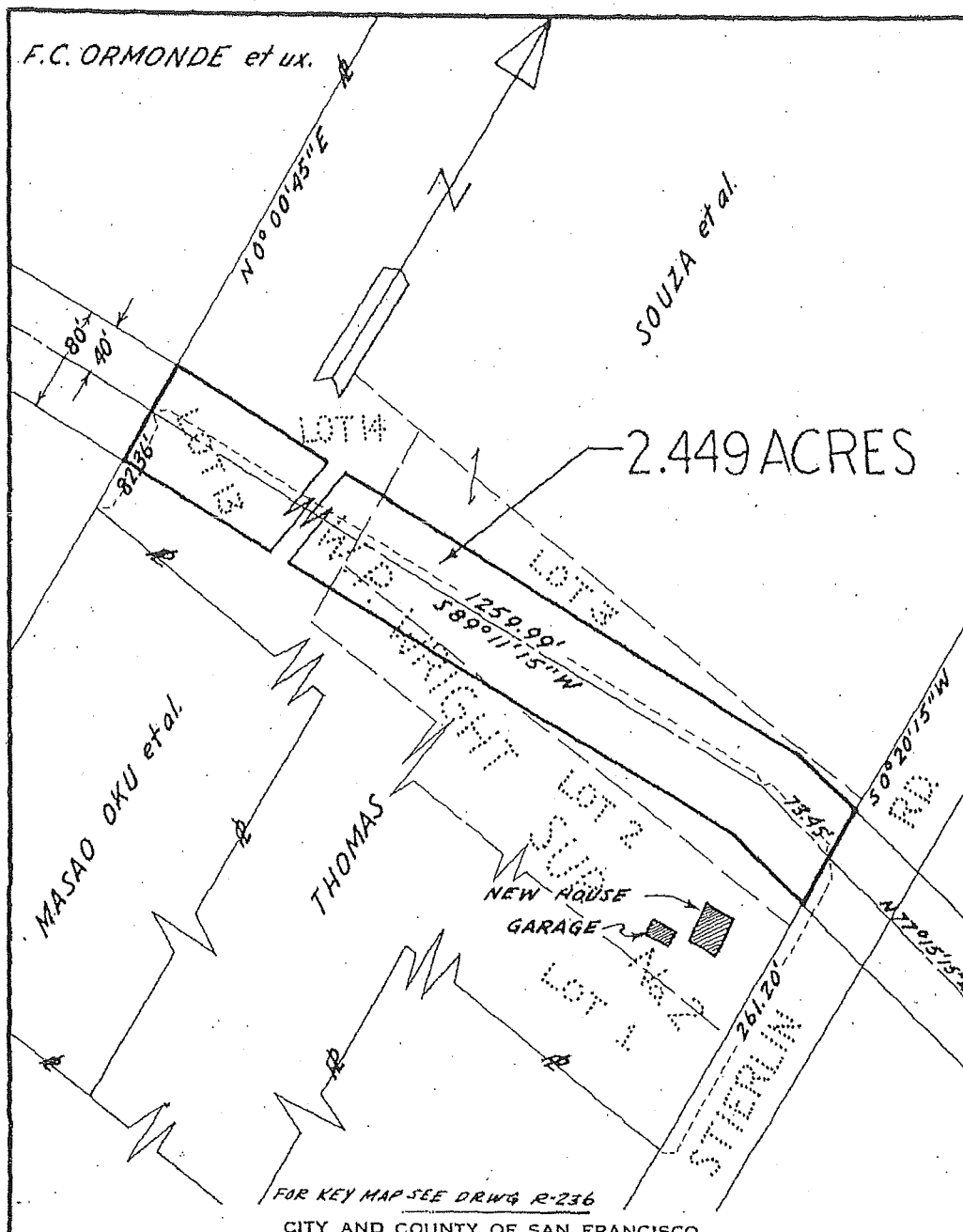
official seal of the City and County this 28 day of August, 1950.



John R. McGrath  
Clerk of the Board of Supervisors, City and County of San Francisco  
by affidavit



STATE OF CALIFORNIA  
County of Santa Clara } SS.  
I, BRENDA DAVIS, Recorder of the above entitled  
County, do hereby certify that the annexed is a full,  
true and correct copy of the original.  
Deed  
record in my office.  
WITNESS my hand and Official Seal this  
12th day of December, 19 74  
By Adriana Platt Deputy



CITY AND COUNTY OF SAN FRANCISCO  
PUBLIC UTILITIES COMMISSION  
SAN FRANCISCO WATER DEPARTMENT

BAY DIVISION PIPE LINE NO.3  
PARCEL NO. 201A  
SANTA CLARA COUNTY

APPROVED	SCALE 1" = 100'	BY C.W.	DR. W.L.	DRAWING NO.
APPROVED		TR. M.R.P.	CH. D.S.	B 659 A
GENERAL MANAGER AND CHIEF ENGINEER		DATE 5-4-49	REVISED	

**SCHEDULE D**

**Approved Plans and Specifications**

*(See attached)*

# CONSTRUCTION NOTES:

## GENERAL

1. ALL WORK TO BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS OF THE CITY OF MOUNTAIN VIEW, ADOPTED 1988, AND THE 2004 EDITION OF THE STATE OF CALIFORNIA STANDARD SPECIFICATIONS. THE STANDARD SPECIFICATIONS WHICH DO NOT LIST THE CITY FROM WHICH ANY OTHER CONDITIONS OR REQUIREMENTS PERTAINING TO THE STANDARD SPECIFICATIONS AND SPECIFICATIONS.
2. THE CONTRACTOR SHALL ONLY WORK ON WEDNESDAYS FROM THE HOURS OF 7:30 A.M. THROUGH 4:00 P.M. EXCLUDING HOLIDAYS. NO WORK IS TO BE DONE BY THE CITY ON WORK AT OTHER TIMES. IF AN EMERGENCY IS DECLARED, THE CITY OF MOUNTAIN VIEW SHALL BE ADVISED BY THE CONTRACTOR OF THE CONTRACTOR'S WORK. WORKING HOURS SHALL BE 7:30 A.M. TO 4:00 P.M. ON SUNDAYS, HOLIDAYS OR HOLIDAYS.
3. A PERMIT, AN APPROVED TRAFFIC CONTROL PLAN, AND A CITY WORK AREA PERMIT FOR TEMPORARY CONSTRUCTION SHALL BE OBTAINED FROM THE MOUNTAIN VIEW CITY ENGINEER'S OFFICE. CONTACT THE CITY ENGINEER AT (951) 331-4338 FOR FURTHER INFORMATION.
4. CONTRACTOR SHALL USE RESILIENCE WATER FOR DIRT CONTROL, DUST CONTROL, AND CLEANING OF PAVED SURFACES. CONTACT THE CITY ENGINEER AT (951) 331-4338 FOR MORE INFORMATION.
5. CONTRACTOR SHALL MAINTAIN THE CITY LIMITS MARKED BY A CORNERSTONE OF THE PROJECT DISTRICT AND MAINTAIN A TEMPORARY JOB MONITOR. CONTACT THE CITY ENGINEER'S OFFICE AT (951) 331-4338 FOR MORE INFORMATION.

## NOTIFICATION

6. CONTRACTOR SHALL NOTIFY THE PUBLIC WORKS CONSTRUCTION INSPECTOR AT LEAST TWO (2) WORKING DAYS PRIOR TO COMMENCING WORK OR IF MORE HAS BEEN SUSPENDED FOR A PERIOD OF MORE THAN THIRTY (30) DAYS.
7. CONTRACTOR SHALL LEAVE AN EMERGENCY PHONE NUMBER WITH THE EMERGENCY COMMUNICATION CENTER AT (951) 331-4338 AND, WHERE APPLICABLE, KEEP THE CENTER INFORMED DAILY REGARDING THE WORK.
8. CONTRACTOR SHALL CONTACT THE MOUNTAIN VIEW CITY ENGINEER AT (951) 331-4338 AT LEAST TWO WORKING DAYS BUT NOT MORE THAN 14 DAYS PRIOR TO COMMENCING CONSTRUCTION WORK.
9. CONTRACTOR SHALL NOTIFY ALL PUBLIC AND PRIVATE UTILITY OWNERS FORTY-FOUR (48) HOURS PRIOR TO COMMENCEMENT OF WORK ADJACENT TO THEIR UTILITIES.
10. CONTRACTOR SHALL GIVE FORTH-TWO (48) HOURS NOTICE TO THE CITY PUBLIC WORKS CONSTRUCTION INSPECTOR AT LEAST TWO (2) WORKING DAYS PRIOR TO COMMENCING CONSTRUCTION WORK. THE INSPECTOR WILL NOTIFY THE CITY WATER DIVISION, PUBLIC UTILITIES, TO CONDUCT A CITY WATER DIVISION CHECK TO VERIFY THE WORK. AT ALL TIMES, THE REMOVAL OF EXCESS OR NEW VALVES SHALL BE DONE BY WATER DIVISION ONLY.
11. CONTRACTOR SHALL CALL FOR INSPECTIONS A MINIMUM OF TWO (2) WORKING DAYS IN ADVANCE OF THE REQUIRED INSPECTION DATE.

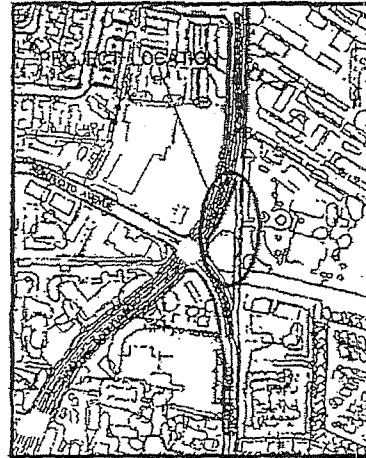
## HEALTH AND SAFETY

12. THE CONTRACTOR SHALL COMPLY WITH THE RULES AND REGULATIONS OF THE STATE CONSTRUCTION SAFETY BOARD RELATING TO CREATIONS AND DEVICES. A COPY OF THE CONSTRUCTION SAFETY BOARD IS AVAILABLE AT THE CITY.
13. THE CONTRACTOR SHALL CLEAN UP DIRT AND DEBRIS FROM CITY STREETS THAT ARE ATTACHED TO THE CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN THE STREET WITHIN A 10-FOOT WIDE BUFFER ZONE FROM THE STREET. THE STREET SHALL BE MAINTAINED WITHIN A 10-FOOT WIDE BUFFER ZONE FROM THE STREET. THE STREET SHALL BE MAINTAINED WITHIN A 10-FOOT WIDE BUFFER ZONE FROM THE STREET. THE STREET SHALL BE MAINTAINED WITHIN A 10-FOOT WIDE BUFFER ZONE FROM THE STREET.
14. CONTRACTOR SHALL PROVIDE ADEQUATE STREET CLOSURE AT ALL TIMES AS REQUIRED OR DIRECTED BY THE ENGINEER.
15. CONTRACTOR SHALL PROVIDE AND MAINTAIN ALL TRAFFIC SIGNALS, AND OTHER TRAFFIC SIGNALS, OR SIGNAL DEVICES, INCLUDING FLASHING, AS REQUIRED OR DIRECTED BY THE ENGINEER.

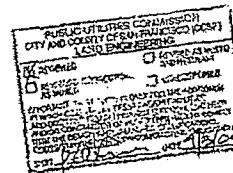


CITY OF MOUNTAIN VIEW

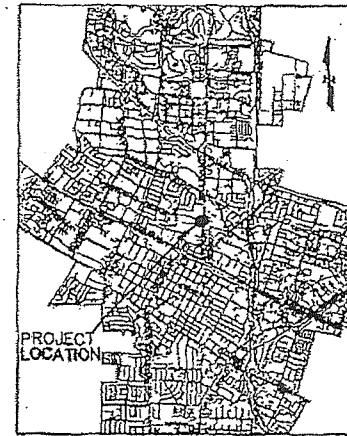
# STIERLIN ROAD TO NORTH SHORELINE BOULEVARD SIDEWALK CONNECTOR PROJECT 08-48



SITE MAP



100% PLAN



VICINITY MAP

## SHEET INDEX

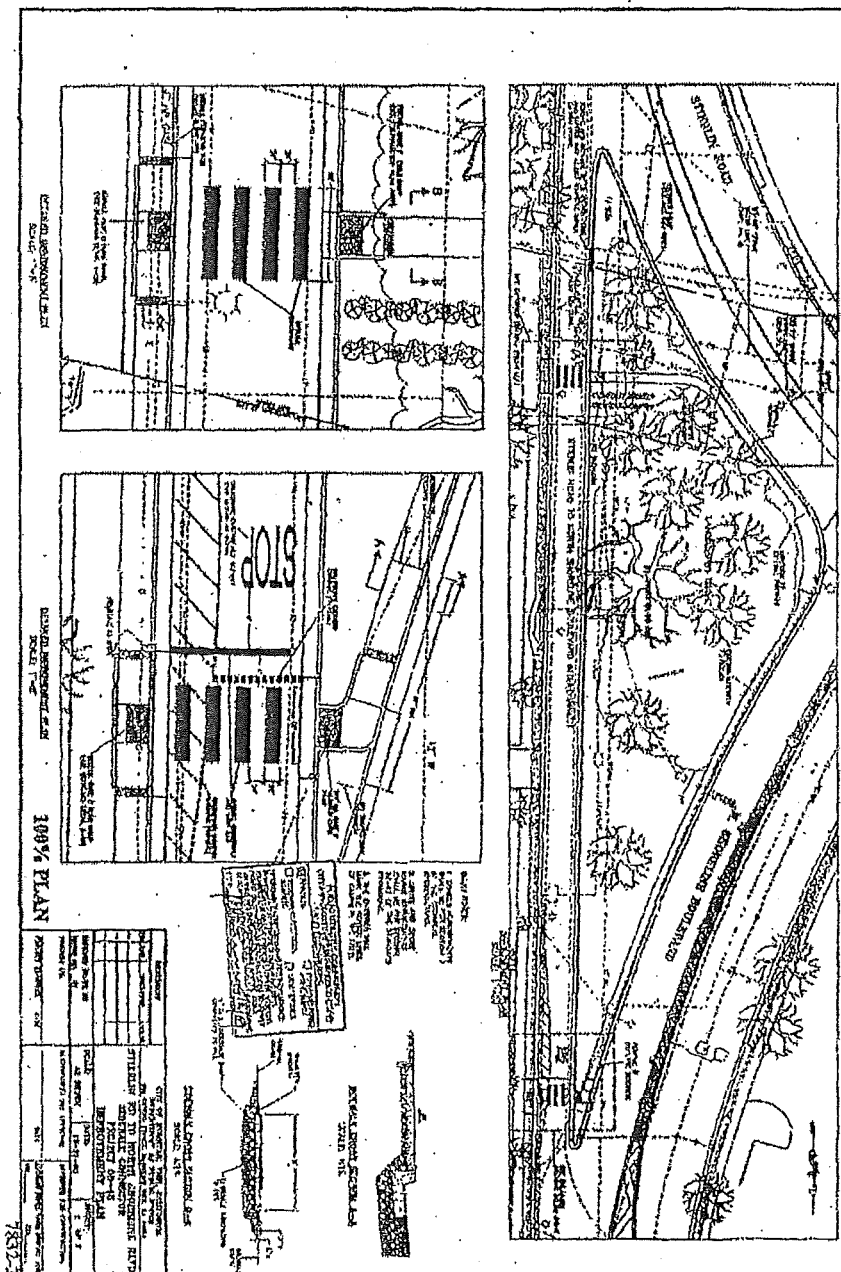
SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	IMPROVEMENT PLANS

## ABBREVIATIONS

E	ELECTRICAL UMC
CO	EXPANSION JOINT
FO	FIBER OPTIC
C	CURB
NO	NOISE
RCF	REINFORCED CONCRETE PCC (STORM DRAIN)
SD	STORM DRAIN (MAN)
SS	SANITARY SEWER LINE
VC	VITRIFIED CLAY PIPE
W	WATER MAIN
WV	WATER VALVE

REVISIONS		CITY OF MOUNTAIN VIEW, CALIFORNIA DEPARTMENT OF PUBLIC WORKS 100 CALISTO STREET, MOUNTAIN VIEW, CA 94041	
NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR CONSTRUCTION	06-27-08	1 OF 2
DESIGNED BY: S. TRAY		SCALE: NTS	DATE: 06-27-08
CHECKED BY:		RECOMMENDED FOR APPROVAL:	APPROVED FOR CONSTRUCTION:
PROJECT IN-CHARGE:	DATE:	APPROVED FOR CONSTRUCTION:	DATE:

7832-1



**EXHIBIT G-7**

**Form of License for Stevens Creek Trail and Whisman Park P3694A**

*[see attached]*

**SAN FRANCISCO PUBLIC UTILITIES COMMISSION  
REVOCABLE LICENSE**

**(License # P3694A-Stevens Creek Trail and Whisman Park)  
(Supersedes and replaces former SFPUC Permit #P3694 and  
SFPUC Revocable Permit #NRP 0018)**

**THIS REVOCABLE LICENSE** (this "License") dated for reference purposes only as of \_\_\_\_\_, 2019, is made by and between the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation ("City"), acting by and through its Public Utilities Commission ("SFPUC"), and the **CITY OF MOUNTAIN VIEW**, a municipal corporation ("Licensee").

City and Licensee agree as follows:

1. **License.** City confers to Licensee a revocable, personal, non-exclusive, and non-possessory privilege to enter upon and use that certain real property owned by City situated in the County of Santa Clara, State of California, more particularly described in the attached **Schedule A** (the "License Area"), for the limited purpose and subject to the terms, conditions, and restrictions set forth below. The License Area is shown generally on Drawing No. 3694A attached as **Schedule B**. This License gives Licensee a license only and, notwithstanding anything to the contrary in this License, it does not constitute a grant by City of any ownership, leasehold, easement, or other property interest or estate whatsoever in any portion of the License Area. Nothing in this License shall be construed as granting or creating any franchise rights pursuant to any federal, state, or local laws.

THE PRIVILEGE GIVEN TO LICENSEE UNDER THIS LICENSE IS EFFECTIVE ONLY INsofar AS CITY'S RIGHTS IN THE LICENSE AREA ARE CONCERNED, AND LICENSEE SHALL OBTAIN ANY FURTHER PERMISSION NECESSARY BECAUSE OF ANY OTHER EXISTING RIGHTS AFFECTING THE LICENSE AREA. WITHOUT LIMITING THE FOREGOING, THIS LICENSE IS BEING ISSUED SUBJECT AND SUBORDINATE TO ALL OF THE TERMS AND CONDITIONS OF THAT CERTAIN DEED, DATED MARCH 11, 1950, AND RECORDED JUNE 27, 1950, IN BOOK 2004, PAGE 480, OF THE OFFICIAL RECORDS OF SANTA CLARA COUNTY, AND OF THAT CERTAIN DEED, DATED JUNE 1, 1950, AND RECORDED JUNE 7, 1950, IN BOOK 1991, PAGE 222, OF THE OFFICIAL RECORDS OF SANTA CLARA COUNTY, AND OF THAT CERTAIN DEED, DATED DECEMBER 4, 1957, AND RECORDED JUNE 11, 1959, IN BOOK 4446, PAGE 111, OF THE OFFICIAL RECORDS OF SANTA CLARA COUNTY, PURSUANT TO WHICH CITY ACQUIRED ITS INTEREST IN THE LICENSE AREA, COPIES OF WHICH ARE ATTACHED TO THIS LICENSE AS **SCHEDULE C** (THE "DEEDS"), AND ALL OTHER EXISTING AND FUTURE DOCUMENTS AND INSTRUMENTS OF RECORD AFFECTING THE LICENSE AREA (COLLECTIVELY, WITH THE DEEDS, THE "RECORDED DOCUMENTS"). LICENSEE MUST SECURE ALL ADDITIONAL NECESSARY APPROVALS, LICENSES, AND CONSENTS, AND DELIVER ALL NECESSARY NOTICES, BEFORE COMMENCING WORK IN THE LICENSE AREA, INCLUDING ANY APPROVALS, LICENSES, CONSENTS, OR NOTICES REQUIRED FROM OR TO THE GRANTOR UNDER THE RECORDED DOCUMENTS. FOR CITY'S BENEFIT, LICENSEE COVENANTS AND AGREES THAT LICENSEE SHALL FULLY COMPLY WITH THE TERMS AND CONDITIONS OF THE RECORDED DOCUMENTS AND ANY OTHER RULES AND REGULATIONS PROMULGATED BY CITY AS THEY APPLY TO ANY WORK TO BE PERFORMED OR ANY LICENSEE FACILITIES (DEFINED IN **SECTION 6** [INSTALLATION OF FACILITIES] BELOW) THAT WILL OR MAY BE INSTALLED ON OR WITHIN THE LICENSE AREA, AND CITY SHALL HAVE NO RESPONSIBILITY OR LIABILITY OF ANY KIND WITH RESPECT THERETO. LICENSEE ACKNOWLEDGES AND AGREES THAT NEITHER CITY NOR

ANY OF ITS DEPARTMENTS, COMMISSIONS, OFFICERS, DIRECTORS, AND EMPLOYEES, AND ALL PERSONS ACTING BY, THROUGH, OR UNDER EACH OF THEM, HAVE MADE, AND CITY HEREBY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING TITLE, THE PRESENT OR FUTURE SUITABILITY OF THE LICENSE AREA FOR LICENSEE'S INTENDED WORK, THE LICENSEE FACILITIES, OR USE, THE IMPACT OF ANY TERM OR CONDITION OF THE RECORDED DOCUMENTS ON LICENSEE'S RIGHTS UNDER THIS LICENSE, OR THE ABILITY TO OBTAIN OR DELIVER, OR THE PROCEDURE FOR OBTAINING OR DELIVERING, ANY NECESSARY APPROVALS, LICENSES, CONSENTS, OR NOTICES FROM OR TO THE GRANTOR UNDER THE RECORDED DOCUMENTS OR ANY OTHER PARTY WITH RESPECT TO ANY MATTERS CONTAINED IN THIS LICENSE.

2. **Supersession and Revocation.** Effective as of the Commencement Date (defined in Section 3 [Term of License] below), this License shall immediately supersede, replace, and revoke (a) SFPUC Revocable Permit dated as of April 28, 1994 and denominated as P3694 ("P3694") and (b) SFPUC Revocable Permit dated on or about January 2, 1967 and denominated as NRP 0018 ("NRP 0018") and the terms and conditions of P3694 and NRP 0018 shall have no further force or effect. Any plans or approvals contained in P3694 and NRP 0018 that are not expressly incorporated by this License shall not be deemed approved or permitted. If the terms and conditions of P3694 or NRP 0018 conflict with the terms and conditions of this License, the terms and conditions of this License shall prevail.

3. **Term of License.** The privilege conferred to Licensee pursuant to this License shall commence on the date (the "Commencement Date") on which this License is executed and delivered by City following the SFPUC's authorization and approval and the receipt of all fees and security required to be provided under this License. The term of this License shall continue thereafter for an initial term of ten (10) years after the Commencement Date; provided that the term may terminate (a) immediately upon Licensee's receipt of City's written notice revoking this License or (b) on the date that is one (1) year from the date of a written termination notice from Licensee to City. City's option to freely revoke this License may be exercised at any time without cause or liability, and without any obligation to pay any consideration to Licensee or return to Licensee any part of the license fee or, if applicable, the use fee. If City elects to immediately terminate pursuant to Subsection (a) above, City shall use reasonable good faith efforts to provide as much notice to Licensee as is reasonably possible; and further, City and Licensee mutually agree to coordinate reasonably and in good faith to provide for an orderly transition and wind-down of the rights and responsibilities of this License prior to the termination date. Upon any termination of this License by either Party, Licensee will immediately surrender the License Area in the condition required by this License. Subject to the right of either party to terminate this License as provided in this Section, if, on the date that the initial term or the first five (5)-year renewal term thereafter expires, if Licensee is not then in breach of this License, this License shall automatically renew for an additional five (5)-year term, it being agreed by the parties that the term of this License shall not so automatically renew for more than two (2) renewal terms of five (5) years each. Upon the occurrence of any such automatic renewal, City and Licensee shall sign a letter agreement amending this License by (x) confirming the expiration date of such renewal term; and (y) confirming any revised insurance coverages that City may then require from Licensee.

4. **Security for Performance.** Intentionally omitted.

5. **Use of License Area.**

(a) **Permitted Acts.** Subject to the terms and conditions of this License, Licensee may enter and use the License Area for the sole purpose of utilizing, repairing, and maintaining the License Area and its existing landscaping as a public park and bicycle and pedestrian pathway in strict accordance with the terms of this License, and for no other purpose whatsoever.



Except as specifically permitted by this License, no other recreational structures, paths, equipment, trees, or large shrubs shall be permitted in the License Area.

(b) **Subject to City Uses.** Licensee is aware that the License Area constitutes a portion of City's regional water pipeline delivery or wastewater system, including City's pipelines and related valves, drains, and other appurtenances (collectively or singularly, "City's Facilities"). Notwithstanding anything to the contrary in this License, any and all of Licensee's activities under this License shall be subject and subordinate at all times to City's existing and future use of the License Area for municipal and other purposes. City shall in no way be liable for any damage or destruction to Licensee's property and/or improvements resulting from any damages caused by or related to City's Facilities or from any repair or maintenance activities related to City's Facilities. At City's request, Licensee shall immediately remove any property or improvements on the License Area to allow City access to City's Facilities installed on or about the License Area. Except in emergencies, City shall use reasonable good faith efforts to provide as much notice to Licensee as is reasonably possible of the need for any such removal. If City deems it necessary, at its sole discretion, City shall have the right to remove any such property or improvements and City shall not be responsible for restoring or returning the same to its prior condition.

6. **Installation of Facilities.** City reaffirms its prior approval of Licensee's existing park improvements, landscaping, and bicycle and pedestrian concrete pathway installed pursuant to the plans previously approved by City by its issuance to Licensee of P3694 and NRP 0018, (a copy of such plans are attached as **Schedule D**). Licensee may not install additional facilities or structures within the License Area without strict adherence to the terms and conditions of this License. Licensee's existing and any future facilities, structures, including signage, landscaping, and improvements authorized by this License are collectively defined as the "Licensee Facilities."

(a) **Consent Required for Future Installations.** Any installation of additional Licensee Facilities in the License Area by or for Licensee shall require City's further prior, written consent, which City may withhold at its discretion.

(b) **Future Permits, Licenses, and Approvals.** Before beginning any future work in the License Area, Licensee shall obtain any and all permits, licenses, and approvals (collectively, "Approvals") of all regulatory agencies and other third parties that are required to commence, complete, and maintain the permitted work. Promptly upon receipt of such Approvals, Licensee shall deliver copies of them to the SFPUC. No approval by the SFPUC for purposes of Licensee's work under this License shall be deemed to constitute the approval of any federal, state, or local regulatory authority with jurisdiction, and nothing in this License shall limit Licensee's obligation to obtain all such regulatory Approvals, at Licensee's sole cost.

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

(d) **Exercise of Due Care.** Licensee shall use, and shall cause its Agents (defined in Section 20 [Indemnity] below) to use, due care at all times to avoid any damage or harm to City's Facilities or other property and to native vegetation and natural attributes of the License

Area and to minimize slope erosion. Licensee shall not disturb the surface of the License Area or perform any excavation work (including excavation work associated with any otherwise routine maintenance or repairs of any Licensee Facilities) without City's prior written approval, which City may withhold at its sole discretion. City shall have the right to condition and/or oversee any permitted excavation work. At its own expense, Licensee shall mark the location of City's Facilities within the License Area and shall not use any pick, plow, or other sharp tool to remove the two feet (2') of soil around any water transmission mains or other pipelines or appurtenances, provided that Licensee may use hand shovels or pneumatic shovels in compliance with all other terms and conditions of this License. Licensee shall immediately inform City of any actual or potential damage to any of City's Facilities (including any damage to pipeline coatings), and any such damage shall be promptly repaired by Licensee, at its own expense, to City's satisfaction prior to backfilling; provided, at its sole discretion, City may elect to make any necessary repairs itself, at Licensee's sole cost, by notifying Licensee of such fact. Upon completion of the repairs, City shall send to Licensee a bill therefor, which Licensee shall pay within thirty (30) days following receipt. Under no circumstances shall Licensee damage, harm, or take any rare, threatened, or endangered species on or about the License Area.

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

(f) **Heavy Equipment.** Licensee shall not use any heavy construction equipment over or about City's Facilities, except as otherwise expressly allowed in Section 7(i) [Heavy Equipment and Vehicles] below.

(g) **Restoration of License Area.** Immediately following completion of any work permitted by this License, Licensee shall remove all debris and any excess dirt and shall restore the License Area to its condition immediately prior to such work by Licensee, to City's satisfaction. At City's request, Licensee shall restore excavated areas with new vegetation (including irrigation and maintenance until established) that complies with City's then-existing vegetation management policy or other applicable policy and erosion control netting.

(h) **Pipeline Depth/Installation of Above-Ground Markers.** Before commencing any excavation work approved by City in the License Area, Licensee shall measure the depth of any of City's Facilities located in the License Area and shall forward such information to City. Licensee shall install above-ground markers identifying the location of any underground Licensee Facilities installed pursuant to this License. The location, type, and installation of markers and identifying information on the markers shall be subject to the SFPUC's prior written approval.

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

(j) **Responsibility for Maintenance of Facilities.** Licensee shall be solely responsible for repairing and maintaining all Licensee Facilities placed in or on the License Area pursuant to this License in good and safe condition, and City shall have no duty whatsoever for any repair or maintenance of the License Area or any such Licensee Facilities. Licensee shall notify City in writing not less than five (5) days before performing any material repair or

maintenance work (defined as any repair or maintenance that exceeds routine and regularly scheduled work performed by Licensee necessary to keep Licensee Facilities in good repair and operating condition) in the License Area, except in the case of an emergency when Licensee shall notify City telephonically and in writing as soon as reasonably possible. Licensee acknowledges that no work that contemplates any excavation on or about the License Area, including material repair or maintenance work, shall occur without City's prior written approval, which City may withhold at its sole discretion.

(k) **Revocability.** The installation of existing or future Licensee Facilities by Licensee, regardless of cost, shall not in any way whatsoever limit City's right to revoke this License pursuant to its terms or any of City's other rights under this License.

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

(m) **Cathodic and Other Protection.** City may adopt from time to time such rules and regulations with regard to the Licensee Facilities and operations under this License as City may determine are necessary or appropriate, at City's sole discretion, to safeguard against corrosion of, or other damage to, City's Facilities. Upon receipt of a copy of such rules and regulations, Licensee shall immediately comply with them.

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

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

(b) **Trees and Other Plantings.** Except as otherwise expressly provided in this License, Licensee shall not plant any trees or other vegetation in or on the License Area, except in accordance with detailed plans consistent with the SFPUC's vegetation management policy and as approved by the SFPUC in writing in advance.

(c) **Dumping.** Licensee shall not cause or permit the dumping or other disposal in, on, under, or about the License Area of landfill, refuse, Hazardous Material (defined in Section 7(d) [Hazardous Material] below) or any other materials, including materials that are unsightly or could pose a hazard to the human health or safety, native vegetation or wildlife, or the environment.

(d) **Hazardous Material.** Licensee shall not cause, nor shall Licensee allow any of its Agents or Invitees (defined in Section 20 [Indemnity] below) to cause, any Hazardous Material to be brought upon, kept, used, stored, generated, released, or disposed of in, on, under, or about the License Area, or transported to, from, or over the License Area. Licensee shall immediately notify City when Licensee learns of, or has reason to believe that, a release of Hazardous Material has occurred in, on, under, or about the License Area. Licensee shall further comply with all laws, statutes, ordinances, rules, regulations, policies, orders, edicts, and the like (collectively, "Laws") requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary or desirable to mitigate the release or minimize the

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

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

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

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

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

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

(i) The depth of soil cover over the tops of City's pipelines must be at least three feet (3') for steel cylinder pipe and four feet (4') for reinforced pre-stressed concrete cylinder pipe to accommodate the loading as defined below in Subsection (ii). If any equipment

with axle loading exceeds the loads stated in Subsection (ii) below or if the depth of soil cover is less than stated above, Licensee shall submit to the SFPUC for review and approval, at the SFPUC's sole discretion, engineering calculations prepared by a licensed Professional Engineer showing that City's pipelines will not be adversely affected by Licensee's proposed activities. If City's pipelines may be adversely affected, Licensee shall submit remedial measures for City's approval to ensure that no adverse effect will occur.

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

(iii) Licensee shall not use vibrating compaction equipment without the SFPUC's prior written approval, which approval may be withheld at the SFPUC's sole discretion.

(iv) If the depth of the soil cover over any of City's Facilities (determined by potholing or other proof procedure) is less than the minimum stated in Subsection (i) above, unless an alternate method is approved by the SFPUC in writing, all excavation and grading over any of City's Facilities shall be performed manually. For any machinery equipment excavation and grading over and within twenty feet (20') on each side of the centerline of any of City's pipelines (measured on the surface), Licensee shall submit a written proposal together with all supporting calculations and data to the SFPUC for review and approval. In any case, the two feet (2') of soil around any City pipeline or other of City's Facilities shall be removed manually or by other methods approved by the SFPUC with due care as provided in Section 6(d) [Exercise of Due Care] above.

8. License Fee(s). Intentionally Omitted.

9. Insurance.

(a) Licensee shall procure and keep in effect at all times during the term of this License, at Licensee's expense, and cause its contractors and subcontractors engaged to perform any work permitted by this License on or about the License Area ("**Licensee Contractors**") to maintain at all times during any construction activities on or about the License Area, insurance as follows: (i) Commercial General Liability Insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence combined single limit for bodily injury and property damage, including coverages for contractual liability, personal injury, independent contractors, explosion, collapse and underground (XCU), Broadform Property Damage, Sudden and Accidental Pollution, Products Liability, and Completed Operations; (ii) Business Automobile Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for bodily injury and property damage, including coverages for owned, non-owned, and hired automobiles, as applicable, if Licensee uses or causes to be used any vehicles in connection with its use of the License Area, and (iii) Workers' Compensation Insurance, including employer's liability coverage with limits of not less than One Million Dollars (\$1,000,000) each accident.

In lieu of the foregoing insurance required of Licensee (but not in lieu of insurance to be provided by Licensee Contractors), Licensee can elect to self-insure, to the extent permitted by applicable law, by providing City adequate evidence acceptable to City of its self-insurance program. If Licensee elects to self-insure, on or before the Commencement Date and upon written request by the SFPUC, within thirty (30) days of the commencement of each year thereafter, Licensee shall submit to the SFPUC a certificate of self-insurance signed by a duly

authorized representative of Licensee, such certificate evidencing that Licensee's self-insurance program is adequately funded, in full force and effect, and in compliance with and subject to all the terms, agreements, covenants, conditions, and provisions of this License. Licensee shall give the SFPUC written notice of any significant change in or the depletion of its self-insurance fund. If, in City's judgment, any such change or depletion results in Licensee's inability to adequately cover the risks resulting from the activities permitted on the License Area by this License through its self-insurance program, City may require Licensee to obtain promptly the insurance coverages required by this License or, if such insurance is not so obtained, terminate this License by delivery of notice to Licensee.

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

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

(b) All policies required by this License shall be effected by valid and enforceable policies issued by insurers of recognized responsibility and reasonably approved by City and provide for the following: (i) name as additional insureds the City and County of San Francisco, its Public Utilities Commission, and their respective officers, agents, and employees; (ii) specify that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this License and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limit of liability, and (iii) include a waiver of subrogation endorsement or provision whereby the insurer acknowledges acceptance of Licensee's or a Licensee Contractor's waiver of claims against City. Such policies shall also provide for severability of interests and that an act or omission of one of the named insureds that would void or otherwise reduce coverage shall not reduce or void the coverage as to any insured, and shall afford coverage for all claims based on acts, omissions, injury, or damage that occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period. Sudden and accidental pollution coverage in the liability policies required by this License shall be limited to losses resulting from Licensee's activities (and Licensee's Agents, and Invitees) or Licensee Contractors' activities (as applicable) under this License (excluding nonnegligent aggravation of existing conditions with respect to Hazardous Material).

(c) All insurance policies required to be maintained by Licensee or any Licensee Contractor by this License shall be endorsed to provide thirty (30) days' prior written notice to City of cancellation for any reason, intended non-renewal or reduction in coverage. Notice to City shall be mailed to the address(es) for City set forth in Section 30 [Notices] below.

(d) Unless Licensee elects to self-insure in compliance with the provisions of Subsection (a) above, prior to the Commencement Date of this License, Licensee shall deliver to City certificates of insurance and additional insured policy endorsements from insurers in a form satisfactory to City, evidencing the coverages required by this License, together with complete copies of the policies at City's request. At least five (5) business days prior to the commencement of any work permitted by this License on or about the License Area by any Licensee Contractor, Licensee shall deliver, or cause to be delivered, to City certificates of insurance and additional insured policy endorsements from insurers in a form satisfactory to City, evidencing the coverages required by this License. If Licensee shall fail to procure, or cause the procurement of, such insurance, or to deliver, or cause the delivery of, such policies or

certificates, at its option, City may procure the same for the account of Licensee, and any resulting costs shall be paid to City within five (5) days after delivery to Licensee of bills therefor.

(e) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general aggregate limit shall double the occurrence or claims limits specified above.

(f) Should any of the required insurance be provided under a claims-made form, Licensee shall maintain, or cause its Licensee Contractors to maintain, such coverage continuously throughout the term of this License and, without lapse, for a period of three (3) years beyond the License expiration or termination, to the effect that should any occurrences during the License term give rise to claims made after expiration or termination of the License, such claims shall be covered by such claims-made policies.

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

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

**10. Compliance with Laws.** At its expense, Licensee shall conduct and cause to be conducted all activities on the License Area allowed under this License in a safe and reasonable manner and in compliance with all Laws of any governmental or other regulatory entity (including the Americans with Disabilities Act) and all covenants, restrictions, and provisions of record, whether presently in effect or subsequently adopted and whether or not in the contemplation of the parties. At its sole expense, Licensee shall procure and maintain in force at all times during its use of the License Area any and all business and other licenses or approvals necessary to conduct the activities allowed under this License. Licensee understands and agrees that City is entering into this License in its capacity as a property owner with a proprietary interest in the License Area and not as a regulatory agency with police powers. No approval by City for purposes of this License shall be deemed to constitute approval of any federal, state, City, or other local regulatory authority with jurisdiction, and nothing in this License shall limit Licensee's obligation to obtain all such regulatory approvals at Licensee's sole cost, or limit in any way City's exercise of its police powers.

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

**12. Monuments.**

(a) By its execution and delivery of this License, Licensee acknowledges that the monuments shown on the attached **Schedule B**, if any, are in place and in good condition.

During the installation by or on behalf of Licensee of any Licensee Facilities or improvements permitted by this License and at all times during Licensee's use of the License Area, Licensee shall protect and safeguard City's monuments. Licensee shall promptly notify City in the event Licensee becomes aware of any change in the condition of City's monuments, regardless of the cause of such change.

(b) If Licensee damages a monument necessitating resurvey, repair, or replacement, as determined by City at its sole discretion, at its sole cost, Licensee shall survey, file a land surveyor's map in the County Office, and install a replacement monument within thirty (30) days of completion of work authorized under this License, all to City's satisfaction. A recorded surveyor's map shall be furnished by Licensee to the SFPUC for its records.

(c) During the term of this License, City may replace missing monuments or install new monuments. City shall give Licensee written notice if City replaces missing monuments or installs new monuments. Upon receipt of such notice, Licensee shall assume the protection and replacement responsibilities set forth in this License.

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

**14. Interruption or Disruption of License Area.** Without limiting City's rights under this License, if Licensee's use of the License Area is interrupted or disrupted for any reason, including in connection with any City request for the removal or alteration of Licensee Facilities located on the License Area pursuant to Section 13 [Removal or Alteration of Facilities] above, at Licensee's sole cost, Licensee shall be responsible for: (a) any and all costs of alteration, removal, and/or restoration of Licensee's improvements to a condition similar to that which existed prior to such interruption, disruption, alteration, or removal, and (b) the implementation or satisfaction of any mitigation measures or obligations that may arise under applicable law, including the California Environmental Quality Act ("CEQA"), related to any interruption or disruption of Licensee's use of the License Area. City will not be responsible for mitigation of any potential recreational use impacts or other impacts associated with any interruption or disruption of use of the License Area, or any costs related thereto. If Licensee fails to promptly perform its obligations under this Section, at its sole option, City may elect to terminate this License immediately upon written notice, or to exercise any and all other rights or remedies available to City under this License or at law, including the rights set forth in Section 18 [City's Right to Cure Defaults by Licensee] below.



City would not be willing to give this License in the absence of Licensee's assurances under this Section 14, and Licensee expressly assumes any and all liability or obligations that may arise under this Section 14.

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

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

17. **Repair of Damage.** If any portion of the License Area or any City property located on or about the License Area is damaged or threatened by any of the activities conducted by Licensee or anyone acting by or through Licensee under this License, at its sole cost, Licensee shall immediately notify City by telephone to the SFPUC's dispatch operator at (650) 872-5900 of such damage or threat. City may, but shall not be obligated to, remedy such damage or threat at Licensee's sole cost, or City may elect to witness Licensee's repair work. If City elects not to remedy such damage or threat, Licensee shall repair any and all such damage and restore the License Area or property to its previous condition subject to City's inspection, review, and approval. City has no responsibility or liability of any kind with respect to any utilities that may be on, in, or under the License Area. Licensee has the sole responsibility to locate such utilities and other existing facilities and protect them from damage. Licensee shall be solely responsible for arranging and paying directly for any utilities or services necessary for its activities under this License; provided, Licensee shall obtain City's prior written approval to the provision of such services or utilities in, on, under, or through the License Area.

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

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

20. **Indemnity.** Licensee shall indemnify, defend, reimburse, and hold harmless City, its officers, agents, employees, and contractors, and each of them, from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages, and liabilities of any kind ("**Claims**"), arising in any manner out of (a) any

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

## **21. Waiver of Claims.**

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

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

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

(d) Licensee expressly acknowledges and agrees that any fees or costs payable by Licensee under this License do not take into account any of City's potential liability for any

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

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

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

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

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

## **22. As Is Condition of License Area; Disclaimer of Representations; CASp Disclosure.**

(a) Licensee accepts the License Area in its "AS IS" condition, without representation or warranty of any kind by City, its officers, agents, or employees, and subject to all applicable laws, rules and ordinances governing the use of the License Area. Without limiting the foregoing, this License is made subject to any and all existing and future covenants, conditions, restrictions, easements, encumbrances, and other title matters affecting the License Area, whether foreseen or unforeseen, and whether such matters are of record or would be disclosed by an accurate inspection or survey.

(b) California law requires commercial property owners to disclose on every rental agreement whether the property being rented has undergone inspection by a Certified Access Specialist ("CASp") to determine whether the property meets all applicable construction-related accessibility standards pursuant to California Civil Code Section 55.53.

The law does not require owners to have the inspections performed. Pursuant to California Civil Code Section 1938, Licensee is hereby advised that the License Area has not been inspected by a CASp.

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

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

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

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

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

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

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

(a) Licensee recognizes and understands that this License may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on such interest. Licensee further recognizes and understands that any transfer or assignment permitted under this License and any exercise of any option to renew or extend this License may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created pursuant to this License.

(b) Licensee shall pay taxes of any kind, including possessory interest taxes, that may be lawfully assessed on the interest hereby created and to pay all other taxes, excises, licenses, permit charges, and assessments based on Licensee's usage of the License Area that may be

imposed upon Licensee by law, all of which shall be paid when the same become due and payable and before delinquency.

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

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

**City or the SFPUC:** Real Estate Services Division  
San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 10<sup>th</sup> Floor  
San Francisco, California 94102  
Attn: Real Estate Director  
Re: Stevens Creek Trail and Whisman Park  
P3694A

**Licensee:** City of Mountain View  
500 Castro Street  
Mountain View, California 94039-7540  
Attn: Real Property Program Administrator  
Re: Stevens Creek Trail and Whisman Park  
P3694A

A properly addressed notice transmitted by one of the foregoing methods shall be deemed received upon confirmed delivery, attempted delivery, or rejected delivery. Neither party may give official or binding notice by facsimile or e-mail.

31. **Prohibition of Tobacco Sales and Advertising.** No advertising of cigarettes or tobacco products is allowed on the License Area. This advertising prohibition includes the placement of the name of a company producing, selling, or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This advertising prohibition does not apply to any advertisement sponsored by a state, local, nonprofit, or other entity designed to (a) communicate the health hazards of cigarettes and tobacco products, or (b) encourage people not to smoke or to stop smoking.

32. **Prohibition of Alcoholic Beverage Advertising.** No advertising of alcoholic beverages is allowed on the License Area. For purposes of this Section, "alcoholic beverage" shall be defined as set forth in California Business and Professions Code Section 23004, and shall not include cleaning solutions, medical supplies and other products and substances not intended for drinking. This advertising prohibition includes the placement of the name of a company producing, selling, or distributing alcoholic beverages or the name of any alcoholic beverage in any promotion of any event or product. This advertising prohibition does not apply to any advertisement sponsored by a state, local, nonprofit, or other entity designed to (a) communicate the health hazards of alcoholic beverages, (b) encourage people not to drink alcohol or to stop drinking alcohol, or (c) provide or publicize drug or alcohol treatment or rehabilitation services.

33. **Pesticide Prohibition.** Licensee shall comply with the provisions of Section 308 of Chapter 3 of the San Francisco Environment Code (the "**Pesticide Ordinance**") that (a) prohibit the use of certain pesticides on City property, (b) require the posting of certain notices and the maintenance of certain records regarding pesticide usage and (c) require Licensee to submit to the SFPUC an integrated pest management ("**IPM**") plan that (i) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Licensee may need to apply to the License Area during the term of this License, (ii) describes the steps Licensee will take to meet City's IPM Policy described in Section 300 of the Pesticide Ordinance, and (iii) identifies, by name, title, address, and telephone number, an individual to act as the Licensee's primary IPM contact person with City. In addition, Licensee shall comply with Sections 303(a) and 303(b) of the Pesticide Ordinance.

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

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

36. **Food Service and Packaging Waste Reduction.** In the performance of this License, Licensee shall comply fully with and be bound by all applicable provisions of the Food Service and Packaging Waste Reduction Ordinance, as set forth in the San Francisco Environment Code, Chapter 16, including the remedies provided therein, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated into this License by reference and made a part of this License as though fully set forth in this License. Accordingly, Licensee acknowledges that City contractors and lessees may not use Disposable Food Service Ware that contains Polystyrene Foam in City buildings or structures and while performing under a City contract or lease, and shall instead use suitable Biodegradable/Compostable or Recyclable Disposable Food Service Ware. This provision is a material term of this License.

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

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

39. **General Provisions.** (a) This License may be amended or modified only by a writing signed by City and Licensee. (b) No waiver by any party of any of the provisions of this License

shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. No waiver shall be deemed a subsequent or continuing waiver of the same, or any other, provision of this License. (c) Except as expressly provided to the contrary, all approvals, consents, and determinations to be made by City under this License may be made at City's sole and absolute discretion. (d) This instrument (including any attached Exhibits or Schedule(s)) contains the entire agreement between the parties regarding the use or occupancy of the Licensed Area by Licensee and all prior written or oral negotiations, discussions, understandings, and agreements are merged in this License. (e) The section and other headings of this License are for convenience of reference only and shall be disregarded in the interpretation of this License. (f) Time is of the essence in all matters relating to this License. (g) This License shall be governed by California law and City's Charter. (h) If either party commences an action against the other or a dispute arises under this License, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the other party. For purposes of this License and for purposes of the indemnifications set forth in this License, City's reasonable attorneys' fees shall be based on the fees regularly charged by private attorneys in San Francisco with comparable experience notwithstanding City's use of its own attorneys. (i) If Licensee consists of more than one person then the obligations of each person shall be joint and several. (j) Licensee may not record this License or any memorandum of this License. (k) Subject to the prohibition against assignments or other transfers by Licensee under this License, this License shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors, and assigns. (l) Any sale or conveyance of the property burdened by this License by City shall automatically revoke this License. (m) Notwithstanding anything to the contrary contained in this License, Licensee acknowledges and agrees that no officer or employee of City has authority to commit City to this License unless and until a resolution of the SFPUC's Commission shall have been duly adopted approving this License and authorizing the transaction contemplated by this License. Therefore, any obligations or liabilities of City under this License are contingent upon enactment of such a resolution, and this License shall be null and void if the SFPUC's Commission does not approve this License, at its sole discretion. (n) Each of the persons executing this License on behalf of Licensee do hereby covenant and warrant that Licensee is a duly authorized and existing entity, that Licensee is qualified to do business in California, that Licensee has full right and authority to enter into this License, and that each and all of the persons signing on behalf of Licensee are authorized to do so. Upon City's request, Licensee shall provide City with evidence reasonably satisfactory to City confirming the foregoing representations and warranties. (o) This License may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. (p) Whenever this License requires City's or the SFPUC's consent or approval, the General Manager of the SFPUC, or his or her designee, shall be authorized to provide such consent or approval, except as otherwise provided by applicable Laws, including City's Charter, or by the SFPUC's Real Estate Guidelines. No consent, approval, election, or option shall be effective unless given, made, or exercised in writing. (q) Use of the word "including" or similar words will not be construed to limit any general term, statement, or other matter in this License, whether or not language of non-limitation, such as "without limitation" or similar words, are used.

*(SIGNATURES ON FOLLOWING PAGE)*

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

**LICENSEE:**

**CITY OF MOUNTAIN VIEW,**  
a municipal corporation

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

*Michael Rosenberg*

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

*Asst. City Manager*

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

*4/17/19*

**CITY:**

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

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

HARLAN L. KELLY, JR.  
General Manager  
San Francisco Public Utilities Commission

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

**APPROVED AS TO FORM:**

**DENNIS J. HERRERA**  
City Attorney

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

Richard Handel, Deputy City Attorney

APPROVED AS TO FORM

*Kristin Chapman*  
Sr. Asst. CITY ATTORNEY

Authorized by  
San Francisco Public Utilities Commission

Resolution No. \_\_\_\_\_

Adopted: \_\_\_\_\_

Attested: \_\_\_\_\_

Secretary  
San Francisco Public Utilities Commission



## SCHEDULE A

### **Description of License Area**

All that certain real property located in Santa Clara County, California, described as follows:

An approximately 122,000 square-foot portion of SFPUC Parcels 194, 195-A, and 196-A, according to the SFPUC's records and as shown on Drawing No. 3694A attached as Schedule B and made a part of this License, encompassing portions of Stevens Creek Trail and Whisman Park near Highway 85 in Santa Clara County, in the City of Mountain View, California.

**SCHEDULE B**

**Drawing No. 3694A**

*(See attached)*

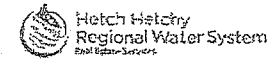
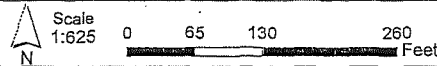
Drawing No. 3694A



622

-  License Area
-  SFPUC land (in fee)
-  SFPUC Pipeline
-  Easement/ other right to SFPUC

The City does not guarantee that this information is accurate or complete. The City is not responsible for any damages arising from the use of information before making project commitments. This map shows the approximate limits of the licensed area and estimated pipeline locations, and will not be exact.



Stevens Creek Trail  
& Whisman Park  
License # P3694B

SFPUC Parcel  
Nos. 194, 195-A

APN:  
160-04-017,  
160-04-019,  
and 160-21-003

**SCHEDULE C**

**Deeds**

*(See attached)*

PAR 194

BOOK 2004 PAGE 480

(No documentary stamps required)  
S.J.A.T.Co. #202081-A

D E E D

ROSA MARTIN HIMENEZ and EMILINE MACIEL, (also known as EMILY MACIEL), the first parties, hereby grant to CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, the second party, the following described real property situated in the County of Santa Clara, State of California:

BEGINNING at a point in the center line of Tyrella Avenue at the most Southerly corner of Lot 21 as shown upon the Map of Hamwood of record in the office of the Recorder of the County of Santa Clara, State of California, in Book "N" of Maps, page 86; thence North 74° 51' West along the Southwesterly line of said Lot 21, 446.60 feet to the Southwesterly corner thereof; thence North 15° 59' 15" East along the Northwesterly line of Lots 21 and 20, as shown upon said Map, 101.44 feet; thence South 79° 55' 15" East to the center line of Tyrella Avenue; thence South 16° 26' West along said center line to the point of beginning, being Lot 21 and a part of Lot 20 of Hamwood as shown upon the recorded Map thereof hereinabove referred to.

IN WITNESS WHEREOF, the first parties have executed this conveyance this 11<sup>th</sup> day of March, 1950.

*Rosa Martin Himenez*

*Emeline Maciel*

State of California.

County of Santa Clara



On this 11th day of March, A. D. 1950 before me,  
John J. Bazzani a Notary Public in and for the said  
County and State, residing therein, duly commissioned and sworn, personally appeared  
Rosa Martin Himenez and Emeline Maciel

known to me to be the person whose name was subscribed to the within  
instrument, and acknowledged to me that she executed the same.  
In Witness Whereof, I have hereunto set my hand and affixed my official seal the day  
and year in this Certificate first above written.

*John J. Bazzani*  
Notary Public for the said County and State of California.  
My Commission Expires November 20, 1951

Recorder's Blank No. 117—ACKNOWLEDGMENT—Optional

1X

COMPANED

LAND PURCHASES—RAY DIVISION PIPE  
LINE No. 2Resolution No. 9463  
(Series of 1939)

RESOLVED, in accordance with the authority conferred on the City of San Francisco by the Board of Supervisors, that the City and County of San Francisco, a municipal corporation, accept deeds from the following named parties, or their heirs, to certain parcels of land in Santa Clara County, California, its county, for the Ray Division Pipe Line No. 2, and that the sums set forth opposite their names be paid for said parcels from Appropriation No. 20-00-062:

Charles J. Aragona et al.	215.00
Eleuthero T. Murphy	1,000.00
Jose O. Gutierrez et al.	1,150.00
Joseph A. Gutierrez et al.	1,200.00
Jose Valdez	250.00
Louise Smith	215.00
Thelma Cobb	45.00
Thomas Martin Hernandez	4,204.00
William Joseph Hernandez	4,200.00
Chas. D. DeWitt et al.	22.00
Roy J. Pithers et al.	25.00
Henry Blaney et al.	4,370.00

The sum of \$21,175.00 required for the purpose of this resolution was previously certified under Resolution No. 9176, Series of 1939, for the acquisition of said real property through eminent domain proceedings, and inasmuch as it now appears that said proceedings will not be necessary with respect to said property, the Controller is authorized to release this amount from the previous certification and make said amount available for the purpose herein set forth. In the event that it should become necessary to proceed under eminent domain proceedings, the Controller is authorized to make the necessary adjustment of funds.

The City Attorney shall examine and approve the title of said property.

I hereby certify that the foregoing resolution was adopted by the Board of Supervisors of the City and County of San Francisco at its meeting of Jan. 16, 1939.

JOHN A. McGRATH, Clerk.  
Approved, Jan. 16, 1939.  
ELIOT T. ROBINSON, Mayor.

Jan 20-39

STATE OF CALIFORNIA }  
City and County of San Francisco } ss.

## CLERK'S CERTIFICATE

I, John A. McGrath, Clerk of the Board of Supervisors of the City and County of San Francisco, do hereby certify

that the annexed Resolution No. 9463 (Series of 1939) is a full, true and correct copy of the original thereof on file in the office of the Clerk of the Board of Supervisors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City and County this 24th day of JANUARY 1939.

John A. McGrath  
Clerk of the Board of Supervisors, City and County of San Francisco

646426

BOOK 2004 PAGE 480

FILED FOR RECORD  
AT RECORDER'S OFFICE

YOU HAVE EXAMINED A TITLE INSURANCE POLICY

JUN 27 1939

RECORDED  
INDEXED  
RECEIVED

File No. 12799-1 Ord. No. --  
(Series of 1935)

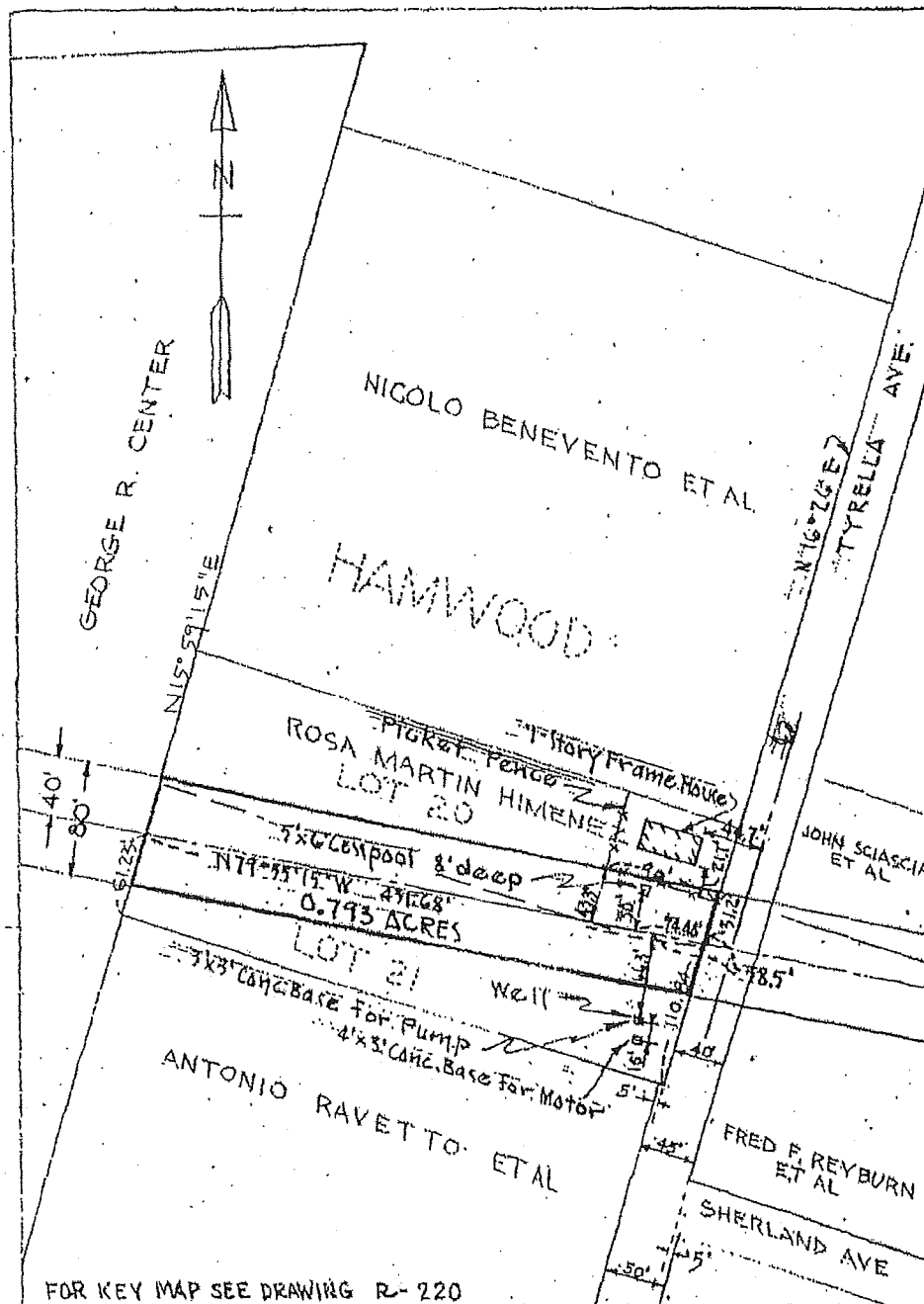
Be It Ordained by the People of the City  
and County of San Francisco:

Section 1. In accordance with the recommendation of the Public Utilities Commission as contained in Resolution No. 13990, the Board of Supervisors hereby declares that public interest and necessity demands the sale of the following described real property situated in the County of Santa Clara, State of California:

COMMENCING at a point in the center line of Tyrella Avenue at the most southerly corner of Lot 21 as shown upon the Map of Hamwood of record in the Office of the Recorder of the County of Santa Clara, State of California, in Book "N" of Maps, page 88; thence north 74° 05' West along the southwesterly line of said Lot 21, 446.89 feet to southwesterly corner thereof; thence north 15° 39' 16" east along the northwesterly line of Lot 21 a distance of 21.01 feet to a line drawn parallel with and 80 feet measured at right angles southerly from the northerly line of that certain parcel of land conveyed by Rosa Martin Himenez, et al, to the City and County of San Francisco by deed recorded January 27, 1930 in Book 2004 at Page 450, Official Records Santa Clara County; thence along said parallel line south 79° 35' 13" east, 440.51 feet to the center line of said Tyrella Avenue; thence south 16° 28' west, and along the said center line of Tyrella Avenue a distance of 65.72 feet to the point of commencement. Containing 0.45 of an acre more or less.

Section 2. The Director of Property is hereby authorized and directed to receive tenders at public auction for the sale of said real property as a whole or in portions, subject to confirmation by the Board of Supervisors, pursuant to Section 92 of the City Charter.

I hereby certify that the foregoing ordinance was passed for second reading by the Board of Supervisors of the City and County of San Francisco at its meeting of February 14, 1935.



FOR KEY MAP SEE DRAWING R-220

CITY AND COUNTY OF SAN FRANCISCO  
PUBLIC UTILITIES COMMISSION  
SAN FRANCISCO WATER DEPARTMENT

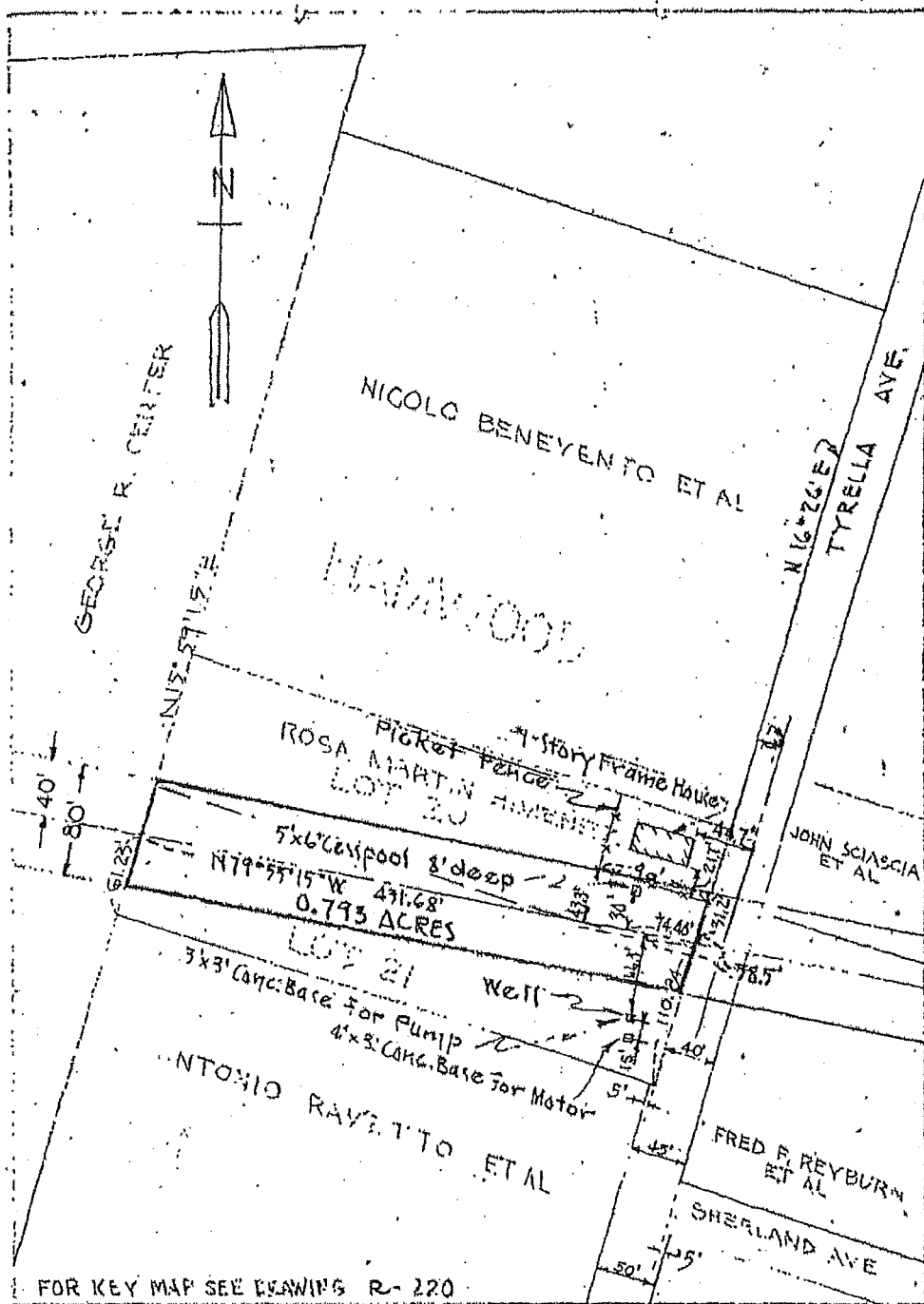
BAY DIVISION PIPE LINE NO 3

PARCEL NO 194

SANTA CLARA COUNTY

APPROVED	SCALE 1"=100'	BY A.F.	DR.	DRAWING NO.
APPROVED		TR. J.D.	CH. D.I.	B-652
GENERAL MANAGER AND CHIEF ENGINEER		DATE 7-19-48	REVISED 1-16-49	





CITY AND COUNTY OF SAN FRANCISCO			
PUBLIC UTILITIES COMMISSION			
SAN FRANCISCO WATER DEPARTMENT			
BAY DIVISION PIPE LINE NO 3			
PARCEL NO 194			
SANTA CLARA COUNTY			
APPROVED	SCALE 1" = 100'	BY A.F.	DR
APPROVED		TR. J.D.	CH. D.I.
		DATE 7-19-48	REVISED 8-16-49
GENERAL MANAGER AND CHIEF ENGINEER		DRAWING NO. B-652	

Par. 195-A

B-653 A

BOOK 1991 PAGE 222

(No documentary stamps required)  
S.J.A. #202082-A

D E E D

GEORGE R. CENTER and HENRIETTA B. CENTER, his wife, the first parties, hereinafter referred to as the Grantors, hereby grant to CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, the second party, hereinafter referred to as the City, the following described real property situated in the County of Santa Clara, State of California:

A strip of land 80 feet wide, lying 40 feet either side of the following described line and extensions thereto across that certain parcel of land conveyed by M. D. Center to George R. Center by Deed dated March 23, 1925 and recorded July 9, 1926 in Book 247 of Official Records, at page 287, hereinafter referred to as the Center parcel, said line being more particularly described as BEGINNING at a point on the Westerly line of said Center parcel distant thereon South 2° 11' 45" West 271.26 feet, South 1° 07' 45" West 342.54 feet and South 2° 18' 15" East 45.60 feet from the Northwestern corner thereof; thence North 78° 44' 45" East 925.73 feet and South 79° 55' 15" East 170.56 feet to a point in the Easterly line of said Center parcel, the Easterly and Westerly ends of said strip being the Easterly and Westerly lines of said Center parcel, containing 2.013 acres.

ALSO the right of ingress to and egress from said parcel of real property across adjacent lands of the Grantors over any available private roadway or over such route as may be agreed upon, the right to cut any and all existing fences and to install gates therein at such points as may be necessary for the convenience of the City in the use of said parcel of real property, and the right to protect pipes and other structures or improvements of the City by means of fences or otherwise; provided, however, that the City shall not construct any other fences upon or with respect to said parcel of real property without the consent of the Grantors. If the City should damage the Grantors' roads or fences, the City shall, at its own expense, repair such damage.

THIS DEED IS MADE SUBJECT TO THE FOREGOING AND THE FOLLOWING COVENANTS:

1. The Grantors are permitted the right to plant, cultivate, irrigate, harvest and retain crops from the parcel of land herein described, and to use said land for pasturage, until such time as the City requires said land for construction purposes, and thereafter to cultivate, plant, irrigate, harvest and retain crops from, and to use for pasturage, such parts of said parcel of land as are not actually needed by the City for the construction, maintenance, repair, operation, renewal and replacement of its aqueduct pipe lines and other structures or improvements, appurtenances and appliances; provided, that the Grantors shall not plant any trees on said above described parcel of real property.

2. The Grantors are permitted the right to construct, maintain, use, repair, replace, and renew, over and across said parcel of land, (but not along in the direction of the City's pipe line or lines), fences, roads, streets, earth fills, sewers, water pipes, gas pipes, electric power lines, telephone lines, telegraph lines; provided, however, that the locations and grades of such improvements and structures of the Grantors, and the amount of any earth fill, proposed to be placed on said parcel of real property by the Grantors, shall first be approved by the City's Public Utilities Commission; provided further, that the Grantors shall not use said parcel of land, or permit the same to be used, for any purpose or in any manner which will interfere with, damage, or endanger in any way any aqueduct pipe lines, and other structures and improvements, appurtenances or appliances of the City. The Grantors shall install gates in any additional fences which he may construct across said parcel of real property sufficient in width to allow passage of trucks and other equipment.

3. After installation of the City's first pipe line, the City's Public Utilities Commission shall give the Grantors at least six months' written notice before commencing construction of any additional aqueduct pipe lines, utilities, and other structures or improvements on said parcel of real property.

BOOK 1891 PAGE 224

4. All notices to be given between the parties hereto shall be in writing and served personally or by depositing the same in the United States mail, postage prepaid and addressed to City at the office of its Manager of Utilities, City Hall, San Francisco, California; and to Grantors at 58 Oak Avenue, Mountain View, California, and the said notice shall be binding upon any successor in interest of the Grantors unless the City is notified in writing of the address of said successor in interest, in which case said notice of the City is to be sent thereto.

5. The tops of all of City's pipe lines and conduits shall be laid below the surface of the ground and covered to a depth of not less than 18 inches, excepting pipe line appurtenances which may be constructed flush with or above the surface of the ground; provided further, that at the crossing of Stevens Creek, the City's pipe lines may be installed less than 18 inches below the surface of the ground; or may be installed partially or entirely above the surface of the ground, upon trestles or other structures.

6. The covenants herein set forth shall inure to the benefit of, and bind, the heirs, successors and assigns of the respective parties hereto.

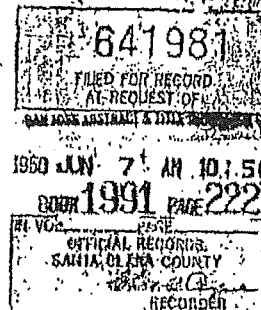
IN WITNESS WHEREOF, the first parties have executed this conveyance this 1<sup>st</sup> day of June, 1950.

George R. Center

Hensetta B. Center

County of San Diego On this 1st day of June in the year one thousand nine hundred and fifty  
 before me, John W. Clark a Notary Public in and for the  
 County of Santa Clara, State of California, residing therein,  
 duly commissioned and sworn, personally appeared  
George R. Center and Henrietta B. Center,  
 known to me to be the person whose name is subscribed to the within instrument  
 and acknowledged to me that he executed the same.  
 IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal  
 in the County of Santa Clara the day and year in this  
 certificate first above written John W. Clark  
 Notary Public in and for the County of Santa Clara  
 State of California My Commission Expires 3/29/52  
 Cowdery's Form No. 32—Acknowledgment—General  
 (C. C. Sec. 1145)

LAND PURCHASES  
 Resolution No. 1922  
 (Series of 1930)  
 RESOLVED, in accordance with the  
 written offer on file in the Office of the  
 Director of a County road, the written  
 recommendation of the Public Utilities Commis-  
 sion, that the City and County of San  
 Francisco, a municipal corporation, accept  
 funds from the following named parties  
 or the legal owners, to certain parcels of  
 land in Santa Clara County, California,  
 required for the Bay Division Five-Line  
 No. 1 and that the sums set forth opposite  
 their names be paid for said real property  
 from Appropriation No. 90,000.00, approved  
 by the Board of Supervisors of the City and  
 County of San Francisco, May 13, 1930.  
 Frank DePina ..... \$1,200.00  
 P. L. Verlander ..... \$1,200.00  
 San Jose Abstract and Title ..... \$1,200.00  
 Aushrey Co. ..... \$1,200.00  
 Hubbard and Johnson Lumber Co. ..... \$1,200.00  
 J. E. Frazer et ux ..... \$1,200.00  
 George R. Center et ux ..... \$1,200.00  
 Maria Pontani ..... \$1,200.00  
 The City Attorney shall execute and to-  
 record the title of said property, and to  
 I hereby certify that the foregoing reso-  
 lution was adopted by the Board of Super-  
 visors of the City and County of San  
 Francisco at its meeting of May 13, 1930.  
 Approved: May 13, 1930. J. R. McGrath, Clerk  
 MAY 11 1930 J. R. McGrath, Clerk



STATE OF CALIFORNIA }  
 City and County of San Francisco } ss.



# CLERK'S CERTIFICATE

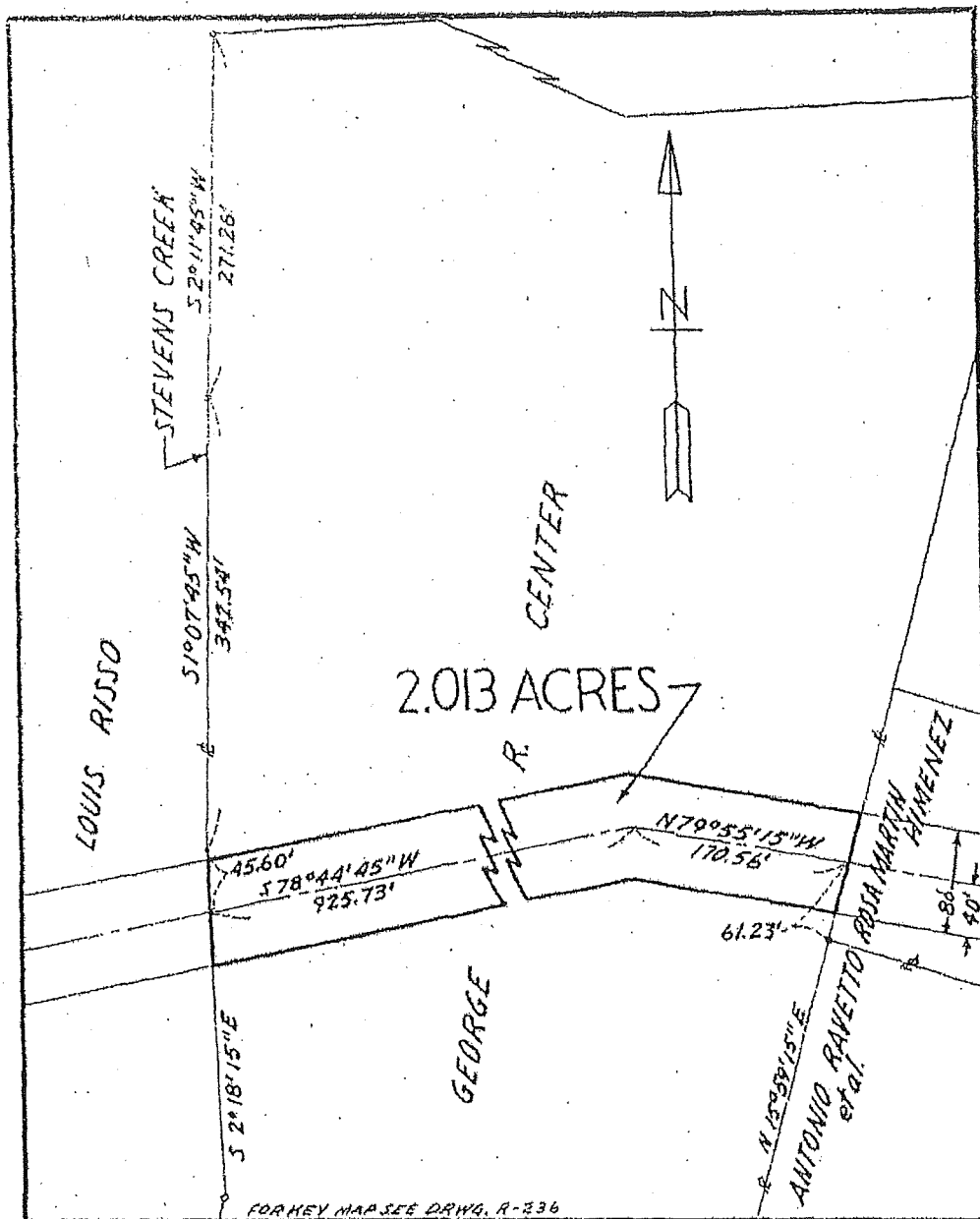
I, JOHN R. McGRATH, Clerk of the Board  
 of Supervisors of the City and County of San Francisco, do hereby certify

that the annexed Resolution No. 1922 (Series of 1930)  
 is a full, true and correct copy of the original thereof on file in the office  
 of the Clerk of the Board of Supervisors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the

official seal of the City and County this 6th day of May, 1950.

John R. McGrath  
 Clerk of the Board of Supervisors, City and County of San Francisco  
Per Charles C. Doyle



CITY AND COUNTY OF SAN FRANCISCO  
PUBLIC UTILITIES COMMISSION  
SAN FRANCISCO WATER DEPARTMENT

BAY DIVISION PIPE LINE NO. 3  
PARCEL NO. 195A  
SANTA CLARA COUNTY

APPROVED	SCALE 1"=100'	BY C.W.	DR. W.L.	DRAWING NO.
APPROVED		TR. M.R.R.	CH. D.I.	B 653A
GENERAL MANAGER AND CHIEF ENGINEER		DATE 4-26-49	REVISED	

D E E D

LOUIS RISSO, unmarried, the first party, hereby grants to CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, the second party, the following described real property situated in Santa Clara County, California:

A strip of land 80 feet wide, 40 feet either side of the following described line and extensions thereto. Across that certain parcel of land conveyed by Bank of America to Louis Risso by deed dated June 10, 1947 and recorded June 30, 1947 in Volume 1437 at page 551, Official Records, Santa Clara County, hereinafter referred to as the Risso parcel. Said line being more particularly described as follows:

Commencing at a point in the common boundary between the above mentioned Risso Parcel and that certain parcel of land conveyed by M. D. Center to George R. Center by Deed dated March 23, 1925 and recorded July 9, 1926 in Volume 247 at page 287 of Official Records, Santa Clara County, hereinafter referred to as the Center Parcel, said point being distant along said common boundary South 2° 11' 45" West 271.26 feet, South 1° 07' 45" West 342.54 feet and South 2° 18' 15" East 45.60 feet from the Northeast corner of the above mentioned Risso Parcel; thence from said point of commencement, South 78° 44' 45" West 1040.21 feet to a point in the Southeasterly boundary of the existing Moffett Boulevard, distant thereon South 47° 15' 45" West 1261.48 feet from its intersection with the Northerly boundary of the above mentioned Risso Parcel, the Easterly end of said strip being the above mentioned common boundary between the Center and Risso Parcels and the Westerly end of said strip being the above mentioned Southeasterly boundary of Moffett Boulevard. Containing 1.910 acres.

ALSO the right of ingress to and egress from said parcel of real property across adjacent lands of the Grantor over any available private roadway the right to cut any and all existing fences and to install gates therein at such points as may be necessary for the convenience of the City in the use of said parcel of real property, and the right to protect pipes and other structures or improvements of the City by means of fences or otherwise; provided, however, that the City shall not construct any other fences upon or with respect to said parcel of real property without the consent of the Grantor. If the City should damage the Grantor's roads or fences, the City shall, at its own expense, repair such damage.

THIS DEED IS MADE SUBJECT TO THE FOREGOING AND THE FOLLOWING COVENANTS:

1. The Grantor is permitted the right to plant, cultivate, irrigate, harvest and retain crops from the parcel of land herein described, and to use said land for pasture, until such time as the City requires said land for construction purposes, and thereafter to cultivate, plant, irrigate, harvest and retain crops from, and to use for pasture, such parts of said parcel of land as are not actually needed by the City for the construction, maintenance, repair, operation, renewal and replacement of its aqueduct pipe lines and other structures or improvements, appurtenances and appliances; provided, that the Grantor shall not plant any trees on said above described parcel of real property.

2. The Grantor is permitted the right to construct, maintain, use, repair, replace, and renew, over and across said parcel of land, (but not along in the direction of the City's pipe line or lines), fences, roads, streets, earth fills, sewers, water pipes, gas pipes, electric power lines, telephone lines, telegraph lines; provided, however, that the locations and grades of such improvements and structures of the Grantor, and the amount of any earth fill, proposed to be placed on said parcel of real property by the Grantor, shall first be approved by the City's Public Utilities Commission; provided further, that the Grantor shall not use said parcel of land, or permit the same to be used, for any purpose or in any manner which will interfere with, damage, or endanger in any way any aqueduct pipe lines and other structures and improvements, appurtenances or appliances of the City. The Grantor shall install gates in any additional fences which he may construct across said parcel of real property sufficient in width to allow passage of trucks and other equipment.

3. After installation of the City's first pipe line, the City's Public Utilities Commission shall give the Grantor at least six months' written notice before commencing construction of any additional aqueduct pipe lines, utilities, and other structures or improvements on said parcel of real property.

4. All notices to be given between the parties hereto shall be in writing and served personally or by depositing the same in the United States mail, postage prepaid and addressed to City at the office of its Manager of Utilities, City Hall, San Francisco, California; and to Grantor at c/o Mr. John H. Machado, Attorney at Law, 1110 North First Street, San Jose 12, California, and the said notice shall be binding upon any successor in interest of the Grantor unless the City is notified in writing of the address of said successor in interest in which case said notice of the City is to be sent thereto.

5. The tops of all of City's pipe lines and conduits shall be laid below the surface of the ground and covered to a depth of not less than 18 inches, excepting pipe line appurtenances which may be constructed flush with or above the surface of the ground.

6. The covenants herein set forth shall inure to the benefit of, and bind, the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the first party has executed this conveyance this 4<sup>th</sup> day of December 1957.

*Louis P. Reese*

APPROVED:

*J. A. Turner*  
J. A. TURNER  
General Manager and Chief Engineer  
San Francisco Water Department



STATE OF CALIFORNIA,

County of Santa Clara

BOOK 4446 PAGE 113

On this 4th day of December in the year one thousand nine hundred and fifty-seven  
before me, John H. Machado a Notary Public in and for the

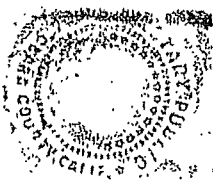
County of Santa Clara State of California, residing therein,  
duly commissioned and sworn, personally appeared  
LOUIS RISBO

known to me to be the person whose name is subscribed to the within instrument  
and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal  
in the County of Santa Clara the day and year in this  
certificate first above written.

Notary Public in and for the County of Santa Clara  
My Commission Expires March 9, 1960 State of California.

County's Form No. 32—Acknowledgment—General.  
(C. C. Sec. 1169)





This is to certify that the interest in real property conveyed by this deed dated Dec. 4, 1957 from the first party to the City and County of San Francisco, a California municipal corporation, is hereby accepted by order of its Board of Supervisors' Resolution No. 18110, Series of 1939, approved August 7, 1957, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: Dec. 9, 1957 By: Earl P. Cutting  
Asst. Director of Property

1046208

BOOK 4446 PAGE 111  
FILED FOR RECORD  
ON REQUEST OF  
Western Title Guaranty Company  
JAN 11 10 26 A 1959  
SANTA CLARA COUNTY  
CLERK

D.H.

STATE OF CALIFORNIA  
County of Santa Clara

I, BRENDA DAVIS, Recorder of the above entitled  
County, do hereby certify that the annexed is a full,  
true and correct copy of the original.

*Deed*

received in my office.

WITNESS my hand and Official Seal this  
*10th* day of *December*, 19 *94*

By *Adriana Pratt* Deputy

Pat 196 A

BOOK 4446 PAGE 110

STATE OF CALIFORNIA, )  
City and County of San Francisco. ) ss.

On this 22<sup>nd</sup> day of May, 1959, before me,  
Frederick S. Hastings a Notary Public in  
and for the City and County of San Francisco, State of California,  
residing therein, duly commissioned and sworn, personally appeared  
JOHN ARATA and CLARENCE ARATA, known to me to be the persons  
whose names are subscribed to the within instrument, who being  
by me duly sworn, each for himself and not one for the other,  
they, and each of them, acknowledged that he had executed said  
document.

In witness whereof I have hereunto set my hand and  
affixed my official seal the day and year in this certificate  
first above written.



Frederick S. Hastings  
NOTARY PUBLIC,  
in and for the City and County of  
San Francisco, State of California

My Commission expires Jan. 2, 1963

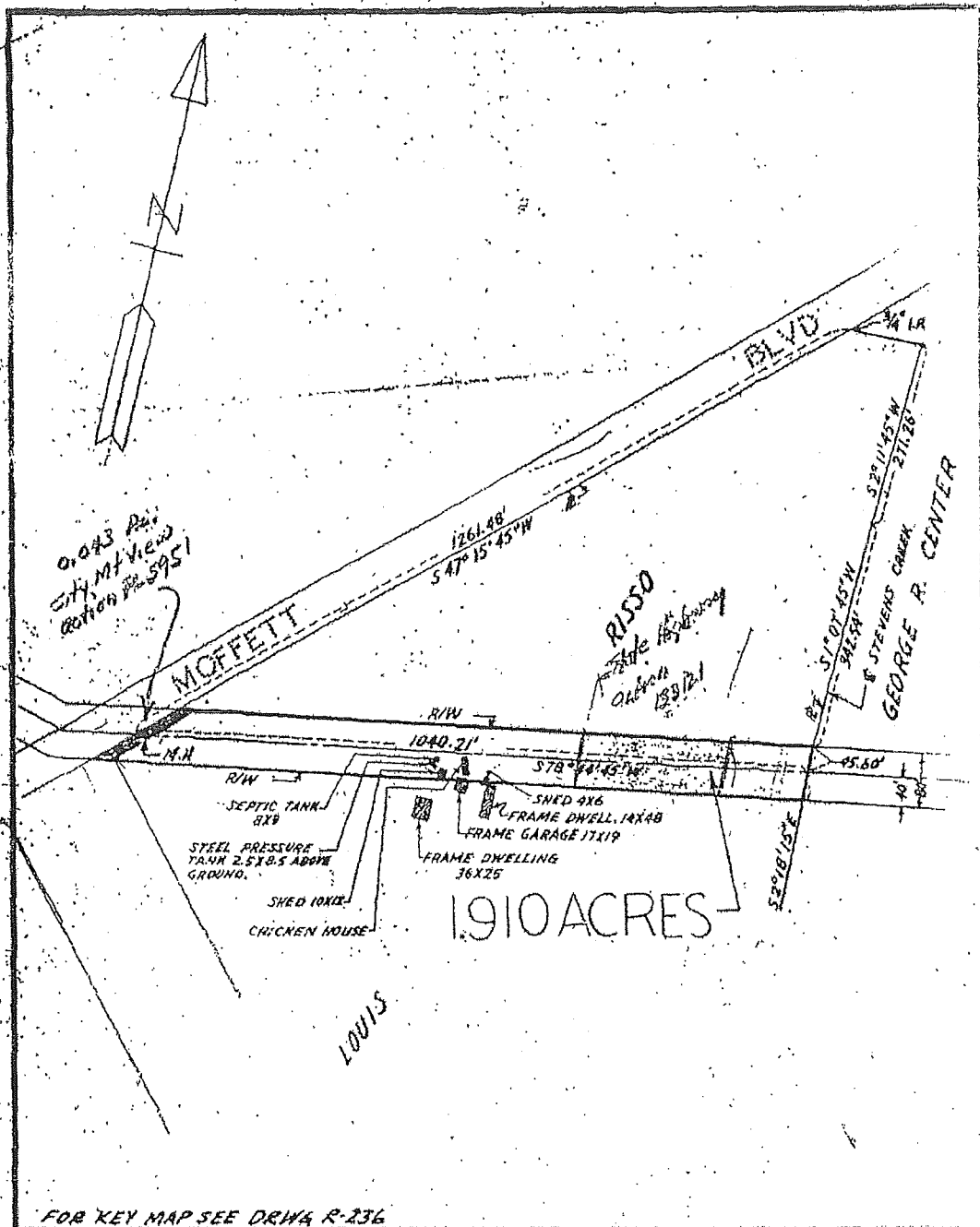
1646207

BOOK 4446 PAGE 108

RECORDED FOR RECORD  
AT REQUEST OF  
Western Title Guaranty Company  
JAN 27 1959

OFFICIAL RECORDS  
SANTA CLARA COUNTY

3.60



FOR KEY MAP SEE DRAWING R-236

CITY AND COUNTY OF SAN FRANCISCO  
PUBLIC UTILITIES COMMISSION  
SAN FRANCISCO WATER DEPARTMENT

BAY DIVISION PIPE LINE NO. 3  
PARCEL NO. 196 A  
SANTA CLARA COUNTY

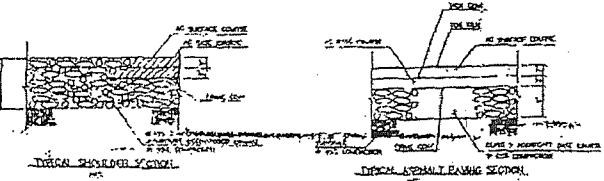
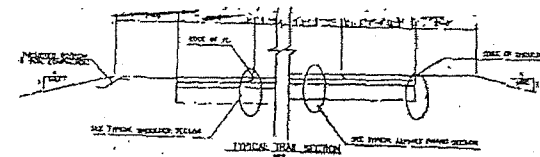
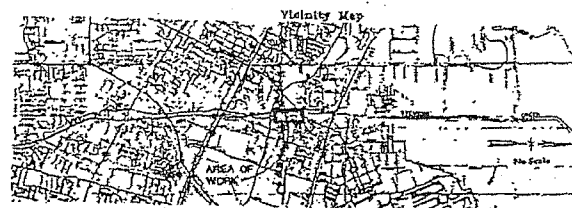
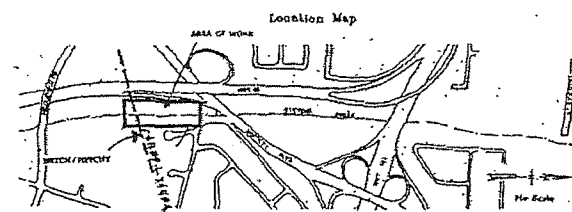
APPROVED	SCALE 1" = 200'	BY C.W.	DR. W.L.	DRAWING NO.
APPROVED		TR. M.R.P.	CH. D. J.	B654A
GENERAL MANAGER AND CHIEF ENGINEER		DATE 5-5-49	REVISED	

**SCHEDULE D**

**Approved Plans and Specifications**

*(See attached)*

TOTAL LEASED AREA  
~~XXXXXXXXXXXXXXXXXXXX~~  
 $= 0.26 \pm AC$



APPROVED DRAINING FOR  
SANITIZED WATER DUCT.  
APPROVED BY  
DATE

REVISIONS			
Rev.	Date	Description	Approved

Stevens Creek Trail  
and Wildlife Corridor  
Reach 2: Project 91-14  
Unit A  
Mountain View, California



**A-N West, Inc.**  
Consulting Engineers  
4123 Lakeside Drive  
Richmond, California  
84806-1042  
(510) 222-9800

City of Mountain View  
Department of Public Works

STARS TILL GRADING AND LAYOUT

Designed JALH	Drawn JALH	Checked A/W
Date 1/11/94	Scale 1" = 20'	Sheet of



**EXHIBIT H**

**Maintenance Parcel**

<b>SFPUC Parcel Number(s)</b>	<b>Location Description</b>
199-A	San Francisco property located between Stierlin Road and Moffett Boulevard adjacent to Buddhist Temple (see depiction of Maintenance Parcel 199-A attached as <b><u>Exhibit H-1</u></b> )

**EXHIBIT H-1**

**Depiction of Maintenance Parcel 199-A**

*[see attached]*



Approx. Location: 37.401017 (lat)  
-122.075611 (long)



Maintenance Parcel  
Area



SFPUC land (in fee)



Easement / other  
right to SFPUC



SFPUC Pipeline

The City does not guarantee that the information is accurate or complete. The City is not responsible for any damages arising from the use of data. Users should verify the information before making project commitments. This map shows the approximate limits of the licensed area and estimated pipeline locations, and will not be exact.



Scale 1:1,902

0 40 80 160 240 320 Feet



Hetch Hetchy  
Regional Water System  
Real Estate Services

### Maintenance Parcel

Between Sterlin Road &  
Middlefield Road

SFPUC Parcel #: 199-A (portion of)

APN: 153-24-003 (portion of)

Author: Joel Mandella Date: 7/24/2018

**EXHIBIT G-1**

**Form of License for Fayette Park P4255**

*[see attached]*

**SAN FRANCISCO PUBLIC UTILITIES COMMISSION  
REVOCABLE LICENSE**

**(License #P4255-Fayette Park)**

**THIS REVOCABLE LICENSE** (this “**License**”) dated for reference purposes only as of \_\_\_\_\_, 2019, is made by and between the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (“**City**”), acting by and through its Public Utilities Commission (the “**SFPUC**”), and the **CITY OF MOUNTAIN VIEW**, a municipal corporation (“**Licensee**”).

City and Licensee agree as follows:

1. **License.** City confers to Licensee a revocable, personal, non-exclusive, and non-possessory privilege to enter upon and use approximately 57,500 square feet of that certain real property owned by City situated in the County of Santa Clara, State of California, more particularly described in the attached **Schedule A** (the “**License Area**”), for the limited purpose and subject to the terms, conditions, and restrictions set forth below. The License Area is shown generally on Drawing No. 4255 attached as **Schedule B**. This License gives Licensee a license only and, notwithstanding anything to the contrary in this License, it does not constitute a grant by City of any ownership, leasehold, easement, or other property interest or estate whatsoever in any portion of the License Area. Nothing in this License shall be construed as granting or creating any franchise rights pursuant to any federal, state, or local laws.

THE PRIVILEGE GIVEN TO LICENSEE UNDER THIS LICENSE IS EFFECTIVE ONLY INsofar AS CITY’S RIGHTS IN THE LICENSE AREA ARE CONCERNED, AND LICENSEE SHALL OBTAIN ANY FURTHER PERMISSION NECESSARY BECAUSE OF ANY OTHER EXISTING RIGHTS AFFECTING THE LICENSE AREA. WITHOUT LIMITING THE FOREGOING, THIS LICENSE IS BEING ISSUED SUBJECT AND SUBORDINATE TO ALL OF THE TERMS AND CONDITIONS OF THAT CERTAIN DEED, DATED DECEMBER 7, 1949, AND RECORDED IN BOOK 1890, PAGE 223, OF THE OFFICIAL RECORDS OF SANTA CLARA COUNTY, AND OF THAT CERTAIN DEED, DATED AUGUST 29, 1949, AND RECORDED IN BOOK 1860, PAGE 402, OF THE OFFICIAL RECORDS OF SANTA CLARA COUNTY, AND OF THAT CERTAIN DEED, DATED JANUARY 9, 1950, AND RECORDED MARCH 16, 1950, IN BOOK 1945, PAGE 397, OF THE OFFICIAL RECORDS OF SANTA CLARA COUNTY, PURSUANT TO WHICH CITY ACQUIRED ITS INTEREST IN THE LICENSE AREA, COPIES OF WHICH ARE ATTACHED TO THIS LICENSE AS **SCHEDULE C** (THE “**DEEDS**”), AND ALL OTHER EXISTING AND FUTURE DOCUMENTS AND INSTRUMENTS OF RECORD AFFECTING THE LICENSE AREA (COLLECTIVELY, WITH THE DEEDS, THE “**RECORDED DOCUMENTS**”). LICENSEE MUST SECURE ALL ADDITIONAL NECESSARY APPROVALS, LICENSES, AND CONSENTS, AND DELIVER ALL NECESSARY NOTICES, BEFORE COMMENCING WORK IN THE LICENSE AREA, INCLUDING ANY APPROVALS, LICENSES, CONSENTS, OR NOTICES REQUIRED FROM OR TO THE GRANTOR UNDER THE RECORDED DOCUMENTS. FOR CITY’S BENEFIT, LICENSEE COVENANTS AND AGREES THAT LICENSEE SHALL FULLY COMPLY WITH THE TERMS AND CONDITIONS OF THE RECORDED DOCUMENTS AND ANY OTHER RULES AND REGULATIONS PROMULGATED BY CITY AS THEY APPLY TO ANY WORK TO BE PERFORMED OR ANY LICENSEE FACILITIES (DEFINED IN **SECTION 6** [INSTALLATION OF FACILITIES] BELOW) THAT WILL OR MAY BE INSTALLED ON OR WITHIN THE LICENSE AREA, AND CITY SHALL HAVE NO RESPONSIBILITY OR LIABILITY OF ANY KIND WITH RESPECT THERETO. LICENSEE ACKNOWLEDGES AND AGREES THAT NEITHER CITY NOR ANY OF ITS DEPARTMENTS, COMMISSIONS, OFFICERS, DIRECTORS, AND EMPLOYEES, AND ALL PERSONS ACTING BY, THROUGH, OR UNDER EACH OF THEM, HAVE MADE, AND CITY HEREBY

DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING TITLE, THE PRESENT OR FUTURE SUITABILITY OF THE LICENSE AREA FOR LICENSEE'S INTENDED WORK, THE LICENSEE FACILITIES, OR USE, THE IMPACT OF ANY TERM OR CONDITION OF THE RECORDED DOCUMENTS ON LICENSEE'S RIGHTS UNDER THIS LICENSE, OR THE ABILITY TO OBTAIN OR DELIVER, OR THE PROCEDURE FOR OBTAINING OR DELIVERING, ANY NECESSARY APPROVALS, LICENSES, CONSENTS, OR NOTICES FROM OR TO THE GRANTOR UNDER THE RECORDED DOCUMENTS OR ANY OTHER PARTY WITH RESPECT TO ANY MATTERS CONTAINED IN THIS LICENSE.

2. Intentionally Omitted.

3. Term of License. The privilege conferred to Licensee pursuant to this License shall commence on the date (the "**Commencement Date**") on which this License is executed and delivered by City following the SFPUC authorization and approval and the receipt of all fees and security required to be provided under this License. The term of this License shall continue thereafter for an initial term of ten (10) years after the Commencement Date; provided that the term may terminate (a) immediately upon Licensee's receipt of City's written notice revoking this License or (b) on the date that is one (1) year from the date of a written termination notice from Licensee to City. City's option to freely revoke this License may be exercised at any time without cause or liability, and without any obligation to pay any consideration to Licensee or return to Licensee any part of the license fee or, if applicable, the use fee. If City elects to immediately terminate pursuant to Subsection (a) above, City shall use reasonable good faith efforts to provide as much notice to Licensee as is reasonably possible; and further, City and Licensee mutually agree to coordinate reasonably and in good faith to provide for an orderly transition and wind-down of the rights and responsibilities of this License prior to the termination date. Upon any termination of this License by either Party, Licensee will immediately surrender the License Area in the condition required by this License. Subject to the right of either party to terminate this License as provided in this Section, if, on the date that the initial term or the first five (5)-year renewal term thereafter expires, if Licensee is not then in breach of this License, this License shall automatically renew for an additional five (5)-year term, it being agreed by the parties that the term of this License shall not so automatically renew for more than two (2) renewal terms of five (5) years each. Upon the occurrence of any such automatic renewal, City and Licensee shall sign a letter agreement amending this License by (x) confirming the expiration date of such renewal term; and (y) confirming any revised insurance coverages that City may then require from Licensee.

4. Security for Performance. Intentionally Omitted.

5. Use of License Area.

(a) Permitted Acts. Subject to the terms and conditions of this License, Licensee may enter and use the License Area for the sole purpose of constructing, installing, and maintaining a public park, limited to activity paths, landscaping, and related irrigation facilities, in strict accordance with the terms of this License, and for no other purpose whatsoever. In accordance with such use, subject to Licensee's compliance with the terms and conditions of this License (including Section 6 [Installation of Facilities] below, Licensee may install certain facilities consisting of six (6) bicycle racks, wrought iron perimeter fencing, three (3) walkways, trees in movable planter pots, benches, trash receptacles, picnic tables, signage, and related landscaping and irrigation improvements. Except as specifically permitted by this License, no other recreational structures, paths, equipment, trees, or large shrubs shall be permitted in the License Area without City's prior written approval.

(b) Subject to City Uses. Licensee is aware that the License Area constitutes a portion of City's regional water pipeline delivery or wastewater system, including City's pipelines and related valves, drains, and other appurtenances (collectively or singularly, "**City's Facilities**").

Notwithstanding anything to the contrary in this License, any and all of Licensee's activities under this License shall be subject and subordinate at all times to City's existing and future use of the License Area for municipal and other purposes. City shall in no way be liable for any damage or destruction to Licensee's property and/or improvements resulting from any damages caused by or related to City's Facilities or from any repair or maintenance activities related to City's Facilities. At City's request, Licensee shall immediately remove any property or improvements on the License Area to allow City access to City's Facilities installed on or about the License Area. Except in emergencies, City shall use reasonable good faith efforts to provide as much notice to Licensee as is reasonably possible of the need for any such removal. If City deems it necessary, at its sole discretion, City shall have the right to remove any such property or improvements and City shall not be responsible for restoring or returning the same to its prior condition.

6. **Installation of Facilities.** Licensee may install the permitted facilities as described in Section 5(a) [Permitted Acts] above on the License Area, and detailed in the plans and specifications attached as **Schedule D**. Licensee may not install additional facilities or structures within the License Area without strict adherence to the terms and conditions of this License. The facilities described above and any future facilities, structures, landscaping, and improvements authorized by this License are collectively defined as the "**Licensee Facilities**." Licensee may only install the Licensee Facilities upon satisfaction of the following conditions, which are for City's sole benefit:

(a) **Approval of Plans and Specifications.** Licensee shall install the permitted facilities in accordance with plans and specifications (including drawings) approved in advance and in writing by the SFPUC (a copy of such plans with respect to the Licensee Facilities are attached as **Schedule D**). The plans and specifications may be revised or amended only with the SFPUC's prior written approval after the SFPUC's Bureau of Environmental Management has determined that no further environmental review is required by CEQA (as defined below) as a result of any such revision or amendment. Licensee may not install additional facilities or structures within the License Area without strict adherence to the terms and conditions of this License.

(b) **Permits, Licenses, and Approvals.** Before beginning any work in the License Area, Licensee shall obtain any and all permits, licenses, and approvals (collectively, "**Approvals**") of all regulatory agencies and other third parties that are required to commence, complete, and maintain the permitted work. Promptly upon receipt of such Approvals, Licensee shall deliver copies of them to the SFPUC. No approval by the SFPUC for purposes of Licensee's work under this License shall be deemed to constitute the approval of any federal, state, or local regulatory authority with jurisdiction, and nothing in this License shall limit Licensee's obligation to obtain all such regulatory Approvals, at Licensee's sole cost.

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

(d) **Exercise of Due Care.** Licensee shall use, and shall cause its Agents (defined in Section 20 [Indemnity] below) to use, due care at all times to avoid any damage or harm to City's Facilities or other property and to native vegetation and natural attributes of the License Area and to minimize slope erosion. Licensee shall not disturb the surface of the License Area or perform

any excavation work (including excavation work associated with any otherwise routine maintenance or repairs of any Licensee Facilities) without City's prior written approval, which City may withhold at its sole discretion. City shall have the right to condition and/or oversee any permitted excavation work. At its own expense, Licensee shall mark the location of City's Facilities within the License Area and shall not use any pick, plow, or other sharp tool to remove the two feet (2') of soil around any water transmission mains or other pipelines or appurtenances, provided that Licensee may use hand shovels or pneumatic shovels in compliance with all other terms and conditions of this License. Licensee shall immediately inform City of any actual or potential damage to any of City's Facilities (including any damage to pipeline coatings), and any such damage shall be promptly repaired by Licensee, at its own expense, to City's satisfaction prior to backfilling; provided, at its sole discretion, City may elect to make any necessary repairs itself, at Licensee's sole cost, by notifying Licensee of such fact. Upon completion of the repairs, City shall send to Licensee a bill therefor, which Licensee shall pay within thirty (30) days following receipt. Under no circumstances shall Licensee damage, harm, or take any rare, threatened, or endangered species on or about the License Area.

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

(f) **Heavy Equipment.** Licensee shall not use any heavy construction equipment over or about City's Facilities, except as otherwise expressly allowed in Section 7(i) [Heavy Equipment and Vehicles] below.

(g) **Work Schedule.** Licensee must begin installation work, if at all, within one (1) year after the Commencement Date. At least ten (10) days prior to the commencement of any work on the License Area, Licensee shall notify the Construction Inspector, at (650) 871-3015, of the date such work shall commence and the intended construction schedule. Notwithstanding the approval of such schedule by the SFPUC, the Construction Inspector shall have the right to require Licensee to adjust such schedule from time to time. All work must be performed during regular working hours (Monday through Friday) between 8:00 a.m. and 4:30 p.m., exclusive of City holidays. Any work performed during any other time or day must be preapproved by the SFPUC at least forty-eight (48) hours prior to commencing such work. In connection with such approval, City shall have the right to charge Licensee additional inspection fees payable prior to the SFPUC's approval of the request. Licensee shall complete all work no later than one (1) year and six (6) months after the Commencement Date.

(h) **Restoration of License Area.** Immediately following completion of any work permitted by this License, Licensee shall remove all debris and any excess dirt and shall restore the License Area to its condition immediately prior to such work by Licensee, to City's satisfaction. At City's request, Licensee shall restore excavated areas with new vegetation (including irrigation and maintenance until established) that complies with City's then-existing vegetation management policy or other applicable policy and erosion control netting.

(i) **Pipeline Depth/Installation of Above-Ground Markers.** Before commencing any excavation work approved by City in the License Area, Licensee shall measure the depth of any of City's Facilities located in the License Area and shall forward such information to City. Licensee shall install above-ground markers identifying the location of any underground Licensee Facilities installed pursuant to this License. The location, type, and installation of markers and identifying information on the markers shall be subject to the SFPUC's prior written approval.

(j) **As-Built Drawings/Reports.** Promptly upon completion of the installation of any Licensee Facilities by or on behalf of Licensee permitted by this License, Licensee shall furnish City with two (2) complete copies of final as-built drawings for the Licensee Facilities, which



drawings shall include sufficient detail so as to allow City to precisely locate the Licensee Facilities. If Licensee or its Agents or consultants prepares any environmental, seismic, geophysical, or other written report relating to the License Area and/or any work performed on the License Area, Licensee shall furnish to City a complete copy of such report, including any schedules, exhibits, and maps, promptly upon completion of the same.

(k) **Responsibility for Maintenance of Facilities.** Licensee shall be solely responsible for repairing and maintaining all Licensee Facilities placed in or on the License Area pursuant to this License in good and safe condition, and City shall have no duty whatsoever for any repair or maintenance of the License Area or any such Licensee Facilities. Licensee shall notify City in writing not less than five (5) days before performing any material repair or maintenance work (defined as any repair or maintenance that exceeds routine and regularly scheduled work performed by Licensee necessary to keep Licensee Facilities in good repair and operating condition) in the License Area, except in the case of an emergency when Licensee shall notify City telephonically and in writing as soon as reasonably possible. Licensee acknowledges that no work that contemplates any excavation on or about the License Area, including material repair or maintenance work, shall occur without City's prior written approval, which City may withhold at its sole discretion.

(l) **Revocability.** The installation of existing or future Licensee Facilities by Licensee, regardless of cost, shall not in any way whatsoever limit City's right to revoke this License pursuant to its terms or any of City's other rights under this License.

(m) **Contractors.** Licensee shall not accept and release its contractor for work authorized or required by this License before securing the SFPUC's written approval.

(n) **Cathodic and Other Protection.** City may adopt from time to time such rules and regulations with regard to the Licensee Facilities and operations under this License as City may determine are necessary or appropriate, at City's sole discretion, to safeguard against corrosion of, or other damage to, City's Facilities. Upon receipt of a copy of such rules and regulations, Licensee shall immediately comply with them.

(o) **Potholing.** The parties acknowledge that they anticipate all potholing necessary in connection with the initial construction of the permitted improvements authorized by this License on the Commencement Date has already been completed. In connection with any further potholing that may become necessary in connection with either (i) the initial construction of the permitted improvements authorized by this License or (ii) the future installation or construction of further improvements not yet authorized or permitted pursuant to this License, the necessity and manner of implementation for any potholing shall be subject to the direction of City's inspector. If required by City, potholing using the soft dig method (vacuum soil extraction system) is preferred. The use of other mechanical methods such as digging with a backhoe must be approved by the SFPUC at least five (5) days prior to commencing such work. Notwithstanding the foregoing, the last two (2) feet above the top of the pipe must be dug manually, without the use of any machines.

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

(a) **Improvements.** Except for the permitted improvements described in Section 5(a) [Permitted Acts] above, and authorized in the attached Schedule D, Licensee shall not construct or place any temporary or permanent structures or improvements, including signage, in, on, under, or about the License Area, nor shall Licensee make any alterations or additions to any of existing structures or improvements on the License Area, unless Licensee first obtains the SFPUC's prior written consent, which the SFPUC may give or withhold at its sole and absolute discretion. For

purposes of this License, asphalt, concrete and cementitious concrete driveways, sidewalks and parking areas, shacks and storage facilities, and fences shall be deemed "improvements."

(b) **Trees and Other Plantings.** Except as otherwise expressly provided in this License, Licensee shall not plant any trees or other vegetation in or on the License Area, except in accordance with detailed plans consistent with the SFPUC's vegetation management policy and as approved by the SFPUC in writing in advance.

(c) **Dumping.** Licensee shall not cause or permit the dumping or other disposal in, on, under, or about the License Area of landfill, refuse, Hazardous Material (defined in Section 7(d) [Hazardous Material] below) or any other materials, including materials that are unsightly or could pose a hazard to the human health or safety, native vegetation or wildlife, or the environment.

(d) **Hazardous Material.** Licensee shall not cause, nor shall Licensee allow any of its Agents or Invitees (defined in Section 20 [Indemnity] below) to cause, any Hazardous Material to be brought upon, kept, used, stored, generated, released, or disposed of in, on, under, or about the License Area, or transported to, from, or over the License Area. Licensee shall immediately notify City when Licensee learns of, or has reason to believe that, a release of Hazardous Material has occurred in, on, under, or about the License Area. Licensee shall further comply with all laws, statutes, ordinances, rules, regulations, policies, orders, edicts, and the like (collectively, "Laws") requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary or desirable to mitigate the release or minimize the spread of contamination. If Licensee or its Agents or Invitees cause a release of Hazardous Material, Licensee shall promptly return the License Area to the condition immediately prior to the release without cost to City and in accordance with all Laws and using commonly accepted, effective practices to remediate and mitigate the release. In connection with any such release, Licensee shall afford City a full opportunity to negotiate and participate in any discussion with governmental agencies and environmental consultants regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Material, and any other abatement or clean-up plan, strategy, and procedure. For purposes of this License, "**Hazardous Material**" means material that, because of its quantity, concentration, or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state, or local governmental authority to pose a present or potential hazard to public health, welfare, or the environment. Hazardous Material includes the following: any material or substance defined as a "hazardous substance, pollutant, or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 *et seq.*, or pursuant to Section 25316 of the California Health & Safety Code or any other federal, state, or local Law; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials in the License Area; and any petroleum, including crude oil or any crude-oil fraction, natural gas, or natural gas liquids, provided, the foregoing shall not prohibit Licensee from traversing to, from, and across the License Area in standard motor vehicles that do not exceed the weight limitations set forth below. The term "**release**" or "**threatened release**" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under, or about the License Area.

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

(f) **Damage.** Licensee shall not do anything in, on, under, or about the License Area that could cause damage or interference to any of City's Facilities or any other pipelines or other property located in, on, under, or about the License Area. Licensee will compensate City for any

and all damage caused to the License Area and City Facilities resulting from the activities of Licensee and its Agents and Invitees, including damage resulting from defective work.

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

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

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

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

(ii) The effects of vehicle and equipment loads to City's pipelines or other of City's Facilities must not exceed the effects of the "AASHTO Standard H-10 Loading." H-10 loading is defined as loading caused by a two-axle truck with a gross weight of ten tons (20,000 lbs.), axles fourteen feet (14') apart, and rear axle carrying 8-tons (16,000 lbs.). Licensee shall be responsible for providing the SFPUC with adequate evidence that Licensee's equipment and vehicles meet the foregoing requirements.

(iii) Licensee shall not use vibrating compaction equipment without the SFPUC's prior written approval, which approval may be withheld at the SFPUC's sole discretion.

(iv) If the depth of the soil cover over any of City's Facilities (determined by potholing or other proof procedure) is less than the minimum stated in Subsection (i) above, unless an alternate method is approved by the SFPUC in writing, all excavation and grading over any of City's Facilities shall be performed manually. For any machinery equipment excavation and grading over and within twenty feet (20') on each side of the centerline of any of City's pipelines (measured on the surface), Licensee shall submit a written proposal together with all supporting calculations and data to the SFPUC for review and approval. In any case, the two feet (2') of soil around any City pipeline or other of City's Facilities shall be removed manually or by other methods approved by the SFPUC with due care as provided in Section 6(d) [Exercise of Due Care] above.

8. **License Fee(s).** Intentionally Omitted.

9. Insurance.

(a) Licensee shall procure and keep in effect at all times during the term of this License, at Licensee's expense, and cause its contractors and subcontractors engaged to perform any work permitted by this License on or about the License Area ("**Licensee Contractors**") to maintain at all times during any construction activities on or about the License Area, insurance as follows: (i) Commercial General Liability Insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence combined single limit for bodily injury and property damage, including coverages for contractual liability, personal injury, independent contractors, explosion, collapse and underground (XCU), Broadform Property Damage, Sudden and Accidental Pollution, Products Liability, and Completed Operations; (ii) Business Automobile Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for bodily injury and property damage, including coverages for owned, non-owned, and hired automobiles, as applicable, if Licensee uses or causes to be used any vehicles in connection with its use of the License Area, and (iii) Workers' Compensation Insurance, including employer's liability coverage with limits of not less than One Million Dollars (\$1,000,000) each accident.

In lieu of the foregoing insurance required of Licensee (but not in lieu of insurance to be provided by Licensee Contractors), Licensee can elect to self-insure, to the extent permitted by applicable law, by providing City adequate evidence acceptable to City of its self-insurance program. If Licensee elects to self-insure, on or before the Commencement Date and upon written request by the SFPUC, within thirty (30) days of the commencement of each year thereafter, Licensee shall submit to the SFPUC a certificate of self-insurance signed by a duly authorized representative of Licensee, such certificate evidencing that Licensee's self-insurance program is adequately funded, in full force and effect, and in compliance with and subject to all the terms, agreements, covenants, conditions, and provisions of this License. Licensee shall give the SFPUC written notice of any significant change in or the depletion of its self-insurance fund. If, in City's judgment, any such change or depletion results in Licensee's inability to adequately cover the risks resulting from the activities permitted on the License Area by this License through its self-insurance program, City may require Licensee to obtain promptly the insurance coverages required by this License or, if such insurance is not so obtained, terminate this License by delivery of notice to Licensee.

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

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

(b) All policies required by this License shall be effected by valid and enforceable policies issued by insurers of recognized responsibility and reasonably approved by City and provide for the following: (i) name as additional insureds the City and County of San Francisco, its Public Utilities Commission, and their respective officers, agents, and employees; (ii) specify that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this License and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limit of liability, and (iii) include a waiver of subrogation endorsement or provision whereby the insurer acknowledges acceptance of Licensee's or a Licensee Contractor's waiver of claims against City. Such policies shall also provide for severability of interests and that an act or omission of one of the named insureds that would void or otherwise reduce coverage shall not reduce or void the

coverage as to any insured, and shall afford coverage for all claims based on acts, omissions, injury, or damage that occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period. Sudden and accidental pollution coverage in the liability policies required by this License shall be limited to losses resulting from Licensee's activities (and Licensee's Agents, and Invitees) or Licensee Contractors' activities (as applicable) under this License (excluding nonnegligent aggravation of existing conditions with respect to Hazardous Material).

(c) All insurance policies required to be maintained by Licensee or any Licensee Contractor by this License shall be endorsed to provide thirty (30) days' prior written notice to City of cancellation for any reason, intended non-renewal or reduction in coverage. Notice to City shall be mailed to the address(es) for City set forth in Section 30 [Notices] below.

(d) Unless Licensee elects to self-insure in compliance with the provisions of Subsection (a) above, prior to the Commencement Date of this License, Licensee shall deliver to City certificates of insurance and additional insured policy endorsements from insurers in a form satisfactory to City, evidencing the coverages required by this License, together with complete copies of the policies at City's request. At least five (5) business days prior to the commencement of any work permitted by this License on or about the License Area by any Licensee Contractor, Licensee shall deliver, or cause to be delivered, to City certificates of insurance and additional insured policy endorsements from insurers in a form satisfactory to City, evidencing the coverages required by this License. If Licensee shall fail to procure, or cause the procurement of, such insurance, or to deliver, or cause the delivery of, such policies or certificates, at its option, City may procure the same for the account of Licensee, and any resulting costs shall be paid to City within five (5) days after delivery to Licensee of bills therefor.

(e) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general aggregate limit shall double the occurrence or claims limits specified above.

(f) Should any of the required insurance be provided under a claims-made form, Licensee shall maintain, or cause its Licensee Contractors to maintain, such coverage continuously throughout the term of this License and, without lapse, for a period of three (3) years beyond the License expiration or termination, to the effect that should any occurrences during the License term give rise to claims made after expiration or termination of the License, such claims shall be covered by such claims-made policies.

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

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

**10. Compliance with Laws.** At its expense, Licensee shall conduct and cause to be conducted all activities on the License Area allowed under this License in a safe and reasonable manner and

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

**11. Covenant to Maintain License Area.** In connection with its use under this License, at its sole cost, Licensee shall maintain the License Area at all times in a good, clean, safe, secure, sanitary, and slightly condition, so far as the License Area may be affected by Licensee's activities under this License.

**12. Monuments.**

(a) By its execution and delivery of this License, Licensee acknowledges that the monuments shown on the attached Schedule B, if any, are in place and in good condition. During the installation by or on behalf of Licensee of any Licensee Facilities or improvements permitted by this License and at all times during Licensee's use of the License Area, Licensee shall protect and safeguard City's monuments. Licensee shall promptly notify City in the event Licensee becomes aware of any change in the condition of City's monuments, regardless of the cause of such change.

(b) If Licensee damages a monument necessitating resurvey, repair, or replacement, as determined by City at its sole discretion, at its sole cost, Licensee shall survey, file a land surveyor's map in the County Office, and install a replacement monument within thirty (30) days of completion of work authorized under this License, all to City's satisfaction. A recorded surveyor's map shall be furnished by Licensee to the SFPUC for its records.

(c) During the term of this License, City may replace missing monuments or install new monuments. City shall give Licensee written notice if City replaces missing monuments or installs new monuments. Upon receipt of such notice, Licensee shall assume the protection and replacement responsibilities set forth in this License.

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

action at its sole expense to protect, remove, or relocate such facilities as required by City to meet the emergency.

**14. Interruption or Disruption of License Area.** Without limiting City's rights under this License, if Licensee's use of the License Area is interrupted or disrupted for any reason, including in connection with any City request for the removal or alteration of Licensee Facilities located on the License Area pursuant to Section 13 [Removal or Alteration of Facilities] above, at Licensee's sole cost, Licensee shall be responsible for: (a) any and all costs of alteration, removal, and/or restoration of Licensee's improvements to a condition similar to that which existed prior to such interruption, disruption, alteration or removal, and (b) the implementation or satisfaction of any mitigation measures or obligations that may arise under applicable law, including the California Environmental Quality Act ("CEQA"), related to any interruption or disruption of Licensee's use of the License Area. City will not be responsible for mitigation of any potential recreational use impacts or other impacts associated with any interruption or disruption of use of the License Area, or any costs related thereto. If Licensee fails to promptly perform its obligations under this Section, at its sole option, City may elect to terminate this License immediately upon written notice, or to exercise any and all other rights or remedies available to City under this License or at law, including the rights set forth in Section 18 [City's Right to Cure Defaults by Licensee] below.

City would not be willing to give this License in the absence of Licensee's assurances under this Section 14, and Licensee expressly assumes any and all liability or obligations that may arise under this Section 14.

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

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

**17. Repair of Damage.** If any portion of the License Area or any City property located on or about the License Area is damaged or threatened by any of the activities conducted by Licensee or anyone acting by or through Licensee under this License, at its sole cost, Licensee shall immediately notify City by telephone to the SFPUC's dispatch operator at (650) 872-5900 of such damage or threat. City may, but shall not be obligated to, remedy such damage or threat at Licensee's sole cost, or City may elect to witness Licensee's repair work. If City elects not to remedy such damage or threat, Licensee shall repair any and all such damage and restore the License Area or property to its previous condition subject to City's inspection, review, and approval. City has no responsibility or liability of any kind with respect to any utilities that may be on, in, or under the License Area. Licensee has the sole responsibility to locate such utilities and other existing facilities and protect them from damage. Licensee shall be solely responsible for arranging and paying directly for any utilities or services necessary for its activities under this License; provided, Licensee shall obtain City's prior written approval to the provision of such services or utilities in, on, under, or through the License Area.

**18. City's Right to Cure Defaults by Licensee.** If Licensee fails to perform any of its obligations under this License to restore the License Area, remove or alter Licensee Facilities, or repair damage, or if Licensee defaults in the performance of any of its other obligations under this

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

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

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

21. **Waiver of Claims.**

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

(b) Licensee acknowledges that this License is freely revocable by City and in view of such fact, Licensee expressly assumes the risk of making any expenditures in connection with this License, even if such expenditures are substantial. Without limiting any indemnification obligations of Licensee or other waivers contained in this License and as a material part of the



consideration for this License, Licensee fully RELEASES, WAIVES, AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, City, its departments, commissions, officers, directors, and employees, and all persons acting by, through or under each of them, under any present or future laws, statutes, or regulations, including any claim for inverse condemnation or the payment of just compensation under law or equity, if City exercises its right to revoke or terminate this License.

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

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

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

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

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

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

22. **As Is Condition of License Area; Disclaimer of Representations; CASp Disclosure.**

(a) Licensee accepts the License Area in its "AS IS" condition, without representation or warranty of any kind by City, its officers, agents, or employees, and subject to all applicable laws, rules and ordinances governing the use of the License Area. Without limiting the foregoing, this License is made subject to any and all existing and future covenants, conditions, restrictions, easements, encumbrances, and other title matters affecting the License Area, whether foreseen or unforeseen, and whether such matters are of record or would be disclosed by an accurate inspection or survey.

(b) California law requires commercial property owners to disclose on every rental agreement whether the property being rented has undergone inspection by a Certified Access Specialist ("CASp") to determine whether the property meets all applicable construction-related accessibility standards pursuant to California Civil Code Section 55.53.

The law does not require owners to have the inspections performed. Pursuant to California Civil Code Section 1938, Licensee is hereby advised that the License Area has not been inspected by a CASp.

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

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

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

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

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

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

hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product in the performance of this License.

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

(a) Licensee recognizes and understands that this License may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on such interest. Licensee further recognizes and understands that any transfer or assignment permitted under this License and any exercise of any option to renew or extend this License may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created pursuant to this License.

(b) Licensee shall pay taxes of any kind, including possessory interest taxes, that may be lawfully assessed on the interest hereby created and to pay all other taxes, excises, licenses, permit charges, and assessments based on Licensee's usage of the License Area that may be imposed upon Licensee by law, all of which shall be paid when the same become due and payable and before delinquency.

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

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

**City or the SFPUC:** Real Estate Services Division  
San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 10<sup>th</sup> Floor  
San Francisco, California 94102  
Attn: Real Estate Director  
Re: Fayette Park P4255

**Licensee:** City of Mountain View  
500 Castro Street  
Mountain View, California 94039-7540  
Attn: Real Property Program Administrator  
Re: Fayette Park P4255

A properly addressed notice transmitted by one of the foregoing methods shall be deemed received upon confirmed delivery, attempted delivery, or rejected delivery. Neither party may give official or binding notice by facsimile or e-mail.

**31. Prohibition of Tobacco Sales and Advertising.** No advertising of cigarettes or tobacco products is allowed on the License Area. This advertising prohibition includes the placement of the name of a company producing, selling, or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This advertising prohibition does not apply to any advertisement sponsored by a state, local, nonprofit, or other entity designed to (a) communicate the health hazards of cigarettes and tobacco products, or (b) encourage people not to smoke or to stop smoking.

32. **Prohibition of Alcoholic Beverage Advertising.** No advertising of alcoholic beverages is allowed on the License Area. For purposes of this Section, "alcoholic beverage" shall be defined as set forth in California Business and Professions Code Section 23004, and shall not include cleaning solutions, medical supplies and other products and substances not intended for drinking. This advertising prohibition includes the placement of the name of a company producing, selling, or distributing alcoholic beverages or the name of any alcoholic beverage in any promotion of any event or product. This advertising prohibition does not apply to any advertisement sponsored by a state, local, nonprofit, or other entity designed to (a) communicate the health hazards of alcoholic beverages, (b) encourage people not to drink alcohol or to stop drinking alcohol, or (c) provide or publicize drug or alcohol treatment or rehabilitation services.

33. **Pesticide Prohibition.** Licensee shall comply with the provisions of Section 308 of Chapter 3 of the San Francisco Environment Code (the "**Pesticide Ordinance**") that (a) prohibit the use of certain pesticides on City property, (b) require the posting of certain notices and the maintenance of certain records regarding pesticide usage and (c) require Licensee to submit to the SFPUC an integrated pest management ("IPM") plan that (i) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Licensee may need to apply to the License Area during the term of this License, (ii) describes the steps Licensee will take to meet City's IPM Policy described in Section 300 of the Pesticide Ordinance, and (iii) identifies, by name, title, address, and telephone number, an individual to act as the Licensee's primary IPM contact person with City. In addition, Licensee shall comply with Sections 303(a) and 303(b) of the Pesticide Ordinance.

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

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

36. **Food Service and Packaging Waste Reduction.** In the performance of this License, Licensee shall comply fully with and be bound by all applicable provisions of the Food Service and Packaging Waste Reduction Ordinance, as set forth in the San Francisco Environment Code, Chapter 16, including the remedies provided therein, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated into this License by reference and made a part of this License as though fully set forth in this License. Accordingly, Licensee acknowledges that City contractors and lessees may not use Disposable Food Service Ware that contains Polystyrene Foam in City buildings or structures and while performing under a City contract or lease, and shall instead use suitable Biodegradable/Compostable or Recyclable Disposable Food Service Ware. This provision is a material term of this License.

37. **Severability.** If any provision of this License or its application to any person, entity, or circumstance shall be invalid or unenforceable, the remainder of this License, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this License shall be valid and be enforceable to the fullest extent permitted by law, except to the extent that enforcement of

this License without the invalidated provision would be unreasonable or inequitable under all the circumstances or would frustrate a fundamental purpose of this License.

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

39. **General Provisions.** (a) This License may be amended or modified only by a writing signed by City and Licensee. (b) No waiver by any party of any of the provisions of this License shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. No waiver shall be deemed a subsequent or continuing waiver of the same, or any other, provision of this License. (c) Except as expressly provided to the contrary, all approvals, consents, and determinations to be made by City under this License may be made at City's sole and absolute discretion. (d) This instrument (including any attached Exhibits or Schedule(s)) contains the entire agreement between the parties regarding the use or occupancy of the Licensed Area by Licensee and all prior written or oral negotiations, discussions, understandings, and agreements are merged in this License. (e) The section and other headings of this License are for convenience of reference only and shall be disregarded in the interpretation of this License. (f) Time is of the essence in all matters relating to this License. (g) This License shall be governed by California law and City's Charter. (h) If either party commences an action against the other or a dispute arises under this License, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the other party. For purposes of this License and for purposes of the indemnifications set forth in this License, City's reasonable attorneys' fees shall be based on the fees regularly charged by private attorneys in San Francisco with comparable experience notwithstanding City's use of its own attorneys. (i) If Licensee consists of more than one person then the obligations of each person shall be joint and several. (j) Licensee may not record this License or any memorandum of this License. (k) Subject to the prohibition against assignments or other transfers by Licensee under this License, this License shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors, and assigns. (l) Any sale or conveyance of the property burdened by this License by City shall automatically revoke this License. (m) Notwithstanding anything to the contrary contained in this License, Licensee acknowledges and agrees that no officer or employee of City has authority to commit City to this License unless and until a resolution of the SFPUC's Commission shall have been duly adopted approving this License and authorizing the transaction contemplated by this License. Therefore, any obligations or liabilities of City under this License are contingent upon enactment of such a resolution, and this License shall be null and void if the SFPUC's Commission does not approve this License, at its sole discretion. (n) Each of the persons executing this License on behalf of Licensee do hereby covenant and warrant that Licensee is a duly authorized and existing entity, that Licensee is qualified to do business in California, that Licensee has full right and authority to enter into this License, and that each and all of the persons signing on behalf of Licensee are authorized to do so. Upon City's request, Licensee shall provide City with evidence reasonably satisfactory to City confirming the foregoing representations and warranties. (o) This License may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. (p) Whenever this License requires City's or the SFPUC's consent or approval, the General Manager of the SFPUC, or his or her designee, shall be authorized to provide such consent or approval, except as otherwise provided by applicable Laws, including City's Charter, or by the SFPUC's Real Estate Guidelines. No consent, approval, election, or option shall be effective unless given, made, or exercised in writing. (q) Use of the word "including" or similar words will not be construed to limit any general term, statement, or other matter in this License, whether or not language of non-limitation, such as "without limitation" or similar words, are used.

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

**LICENSEE:**

**CITY OF MOUNTAIN VIEW,**  
a municipal corporation

By: *Doreen S. Rosenberg*  
Its: *Asst. City Manager*  
Date: *4/17/19*

**CITY:**

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

By: HARLAN L. KELLY, JR.  
General Manager  
San Francisco Public Utilities Commission

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

**APPROVED AS TO FORM:**

**DENNIS J. HERRERA**  
City Attorney

**APPROVED AS TO FORM**

*Kimberly Hays*  
Sr. Asst. CITY ATTORNEY

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

**Authorized by**  
**San Francisco Public Utilities Commission**

Resolution No. \_\_\_\_\_  
Adopted: \_\_\_\_\_

Attested: \_\_\_\_\_  
Secretary  
San Francisco Public Utilities Commission

## **SCHEDULE A**

### **Description of License Area**

All that certain real property located in Santa Clara County, California, described as follows:

An approximately 57,500 square-foot portion of SFPUC Parcels 227, 228, and 229, according to the SFPUC's records and as shown on Drawing No. 4255 attached as Schedule B and made a part of this License, located between El Camino Real and Fayette Drive in Santa Clara County, in the City of Mountain View, California.

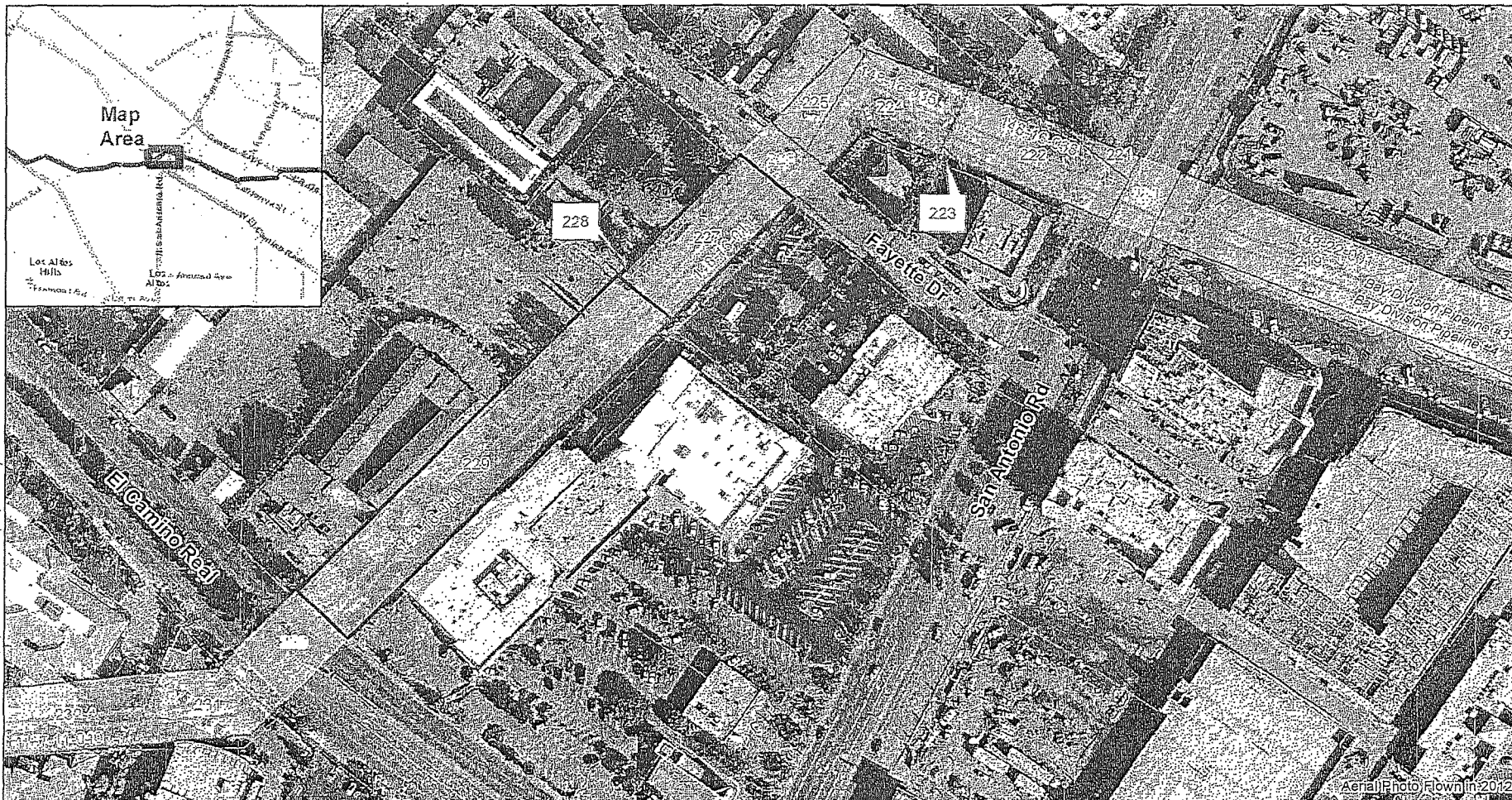
**SCHEDULE B**

**Drawing No. 4255**

*(See attached)*



# Drawing No. 4255



- License Area
- SFPUC land (in fee)
- Tax Assessor Parcel
- SFPUC Pipeline
- Easement / other right to SFPUC

Approx. Location: 37.403155 (lat)  
-122.114330 (long)

Hetch Hetchy  
Regional Water System  
Real Estate Services

**Fayette Park**  
License #: P4255

SFPUC Parcel #: 227, 228, 229  
APN: 148-16-010, 148-16-011

The City does not guarantee that the information is accurate or complete. The City is not responsible for any damages arising from the use of data. Users should verify the information before making project commitments. This map shows the approximate limits of the licensed area and estimated pipeline locations, and will not be exact.



Scale 1:2,000

0 40 80 160 240 320 Feet

Author: Joel Mandella Date: 12/27/2016

**SCHEDULE C**

**Deeds**

*(See attached)*

No Revenue Stamps Required

200187 sja  
D E E D

BOOK 1890 PAGE 223

MELVIN O. ANDREEN and STELLA B. ANDREEN, his wife, the first parties, hereby grant to CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, the second party, the following described real property situated in the County of Santa Clara, State of California:

A portion of that certain parcel of land conveyed by Matthew A. Harris et ux, to Melvin O. Andreen by deed dated November 19, 1920 and recorded December 31, 1920 in Book 524 of Deeds, at page 571, Records of Santa Clara County; hereinafter referred to as the Andreen Parcel; said portion being more particularly described as COMMENCING at a point in the southwesterly boundary of a 50 foot right of way known as Fayette Drive; said point being distant along said boundary South  $51^{\circ} 31' 30''$  east 15.84 feet from the most easterly corner of that certain parcel of land conveyed by Melvin O. Andreen and Stella B. Andreen to Walter Pedersen et al, by Joint Tenancy Deed dated May 13, 1944 and recorded May 24, 1944 in Volume 1205 at page 43, Official Records, Santa Clara County; hereinafter referred to as the Pedersen Parcel; thence, from said point of commencement, and running along the above mentioned southwesterly boundary of Fayette Drive, south  $51^{\circ} 31' 30''$  east 80.38 feet; thence, leaving said southwesterly boundary, south  $44^{\circ} 06'$  west 198.36 feet to a point in the common boundary between the above mentioned Andreen Parcel and that certain parcel of land conveyed by R. F. Clute and A. K. Clute to Eugene Calvo and Emily Calvo by Joint Tenancy Deed dated January 7, 1946 and recorded January 11, 1946 in Volume 1302 at page 339, Official Records Santa Clara County; thence, along said common boundary, north  $52^{\circ} 14'$  west 77.76 feet to the most southerly corner of the above mentioned Pedersen Parcel; thence along the southeasterly boundary of the above mentioned Pedersen Parcel, north  $38^{\circ} 45' 30''$  east 29.18 feet; thence, leaving said southeasterly boundary north  $44^{\circ} 06'$  east 170.03 feet to the point of commencement.

Containing 0.364 of an Acre.

IN WITNESS WHEREOF, the first parties have executed this conveyance this 7th day of December, 1949.

Melvin O. Andreen

Stella B. Andreen

No Revenue Stamps Required

200187 32a

BOOK 1890 PAGE 223

D E E D

MELVIN O. ANDREEN and STELLA B. ANDREEN, his wife, the first parties, hereby grant to CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, the second party, the following described real property situated in the County of Santa Clara, State of California:

A portion of that certain parcel of land conveyed by Matthew A. Harris et ux, to Melvin O. Andreen by deed dated November 19, 1920 and recorded December 31, 1920 in Book 524 of Deeds, at page 571, Records of Santa Clara County; hereinafter referred to as the Andreen Parcel, said portion being more particularly described as COMMENCING at a point in the southwesterly boundary of a 50 foot right of way known as Fayette Drive; said point being distant along said boundary South  $51^{\circ} 31' 30''$  east 15.84 feet from the most easterly corner of that certain parcel of land conveyed by Melvin O. Andreen and Stella B. Andreen to Walter Pedersen et al, by Joint Tenancy Deed dated May 13, 1944 and recorded May 24, 1944 in Volume 1205 at page 43, Official Records, Santa Clara County; hereinafter referred to as the Pedersen Parcel; thence, from said point of commencement, and running along the above mentioned southwesterly boundary of Fayette Drive, south  $51^{\circ} 31' 30''$  east 80.38 feet; thence, leaving said southwesterly boundary, south  $44^{\circ} 06'$  west 198.36 feet to a point in the common boundary between the above mentioned Andreen Parcel and that certain parcel of land conveyed by R. F. Clute and A. K. Clute to Eugene Calvo and Emily Calvo by Joint Tenancy Deed dated January 7, 1946 and recorded January 11, 1946 in Volume 1302 at page 339, Official Records Santa Clara County; thence, along said common boundary, north  $52^{\circ} 14'$  west 77.76 feet to the most southerly corner of the above mentioned Pedersen Parcel; thence along the southeasterly boundary of the above mentioned Pedersen Parcel, north  $38^{\circ} 45' 30''$  east 29.18 feet; thence, leaving said southeasterly boundary north  $44^{\circ} 06'$  east 170.03 feet to the point of commencement.

Containing 0.364 of an Acre.

STATE OF CALIFORNIA

County of Santa Clara

On this 7th day of December

December

1949

before me, John W. Clark

in the year one thousand nine hundred and Forty-Nine

a Notary Public in and for the

County of Santa Clara

State of California, residing therein,

duly commissioned and sworn, personally appeared

Melvin O. Andreen and Stella B. Andreen

known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Santa Clara the day and year in this certificate first above written.

BOOK 1890 PAGE 224

LAND PURCHASES--BAY DIVISION  
FIFTH LINE NO. 3  
Resolution No. 8722  
(Series of 1939)  
RESOLVED, in accordance with the written offers on file in the office of the Director of Property and the recommendation of the Public Utilities Commission, that the City and County of San Francisco, a municipal corporation, accept deeds from the following named parties or their heirs and assigns to certain parcels of land in said City and County, California, required by the Bay Division, Fifth Line No. 3, and that the sums set forth opposite their names be paid for said real property from Appropriation No. 90,000,000:  
Melvin C. Anderson et ux. \$1,458.00  
Eugene Calvo et ux. \$14,000.00  
Emil D. Chloupek et ux. \$4,300.00  
The sum of \$19,758.00 required for the purpose of this resolution was previously certified under Resolution No. 8200, Series of 1939, for the acquisition of said real property through eminent domain proceedings, and inasmuch as it now appears that said proceedings will not be necessary with respect to said property, the Controller is authorized to release this amount from the previous certification and make said amount available for the purposes herein set forth. In the event that it should become necessary to proceed under Resolution No. 8200, the Controller is authorized to make the necessary adjustment of funds.  
The City Attorney shall examine and approve the title to said property.  
I hereby certify that the foregoing resolution was adopted by the Board of Supervisors of the City and County of San Francisco at its meeting of June 6, 1949.  
JOHN R. McGRATH, Clerk  
Approved June 7, 1949  
ELMER E. ROBINSON, Mayor  
June 10, 1949

STATE OF CALIFORNIA }  
City and County of San Francisco } ss.

### CLERK'S CERTIFICATE

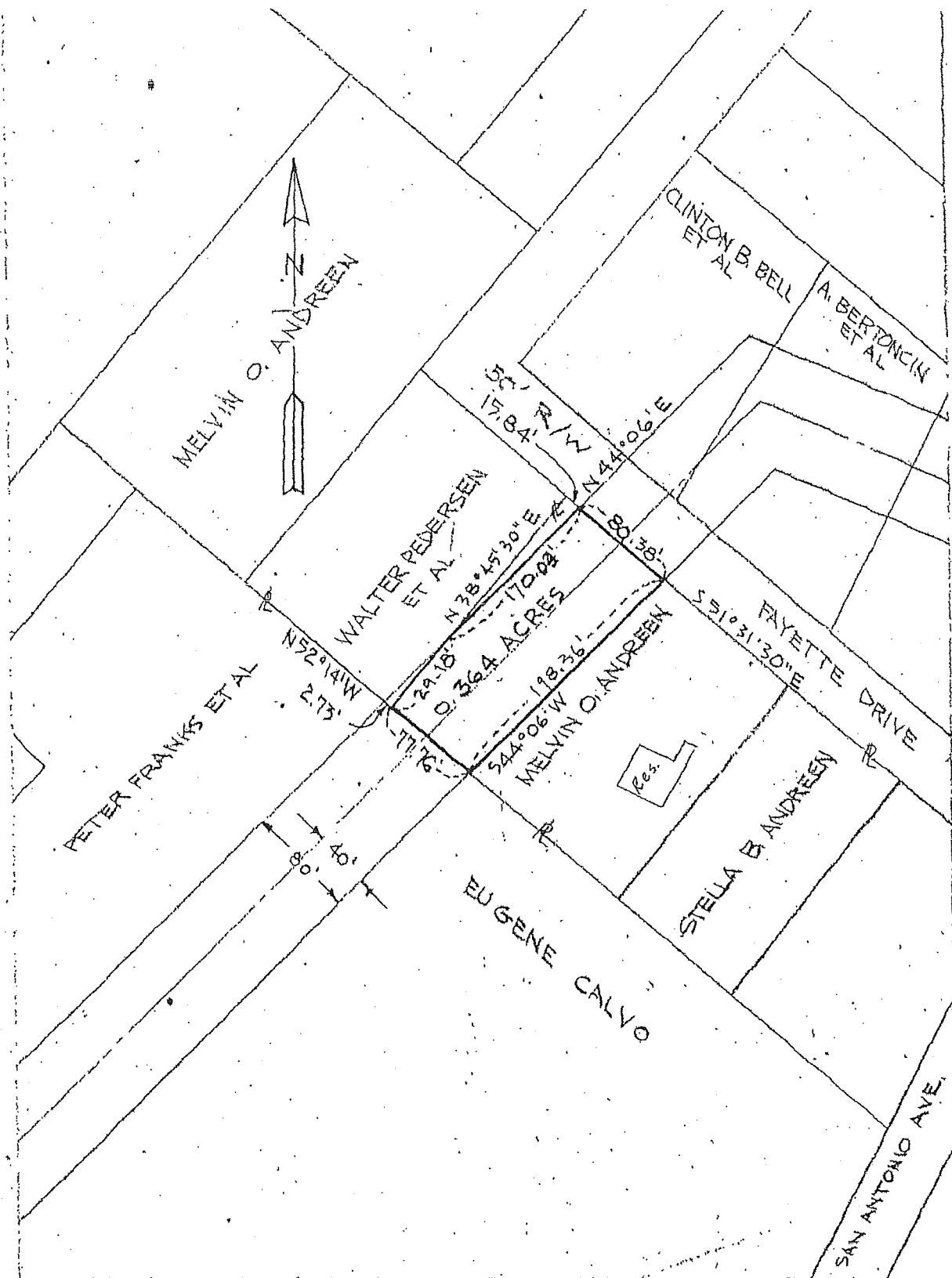
I, John R. McGrath, Clerk of the Board of Supervisors of the City and County of San Francisco, do hereby certify

that the annexed Resolution No. 8722 (Series of 1939) is a full, true and correct copy of the original thereof on file in the office of the Clerk of the Board of Supervisors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the

official seal of the City and County this 13 day of September 1949

John R. McGrath  
Clerk of the Board of Supervisors, City and County of San Francisco



CITY AND COUNTY OF SAN FRANCISCO  
 PUBLIC UTILITIES COMMISSION  
 SAN FRANCISCO WATER DEPARTMENT

BAY DIVISION PIPE LINE NO 3

PARCEL NO 227

SANTA CLARA COUNTY

Revenue Stamps Required  
BEFORE 1860 PAGE 402

Page 228  
B-566

D E E D

WALTER KRANSKY and BLANCHE M. KRANSKY, his wife, the first parties, hereby grant to CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, the second party, the following described real property situated in the County of Santa Clara, State of California:

A portion of that certain parcel of land conveyed by Melvin O. Andreen and Stella B. Andreen to Walter Pedersen et al, by Joint Tenancy Deed dated May 13, 1944 and recorded May 24, 1944 in Volume 1205 of Official Records, page 43, Santa Clara County, hereinafter referred to as the Pedersen Parcel, said portion of land being more particularly described as, COMMENCING at a point in the Southeasterly boundary of the above mentioned Pedersen Parcel, distant thereon South 38° 45' 30" West 169.21 feet from its intersection with the southwesterly boundary of a 50 foot right of way known as Fayette Drive; thence from said point of commencement, South 38° 45' 30" West 29.18 feet to the most Southerly corner of the above mentioned Pedersen Parcel; thence along the Southwesterly boundary of the Pedersen Parcel, North 52° 14' West 2.73 feet; thence leaving said Southwesterly boundary North 44° 06' East 29.35 feet to the point of commencement.

Containing 0.001 of an acre.

STATE OF CALIFORNIA

County of Santa Clara

On this 29<sup>th</sup> day of August in the year one thousand nine hundred and Forty-Nine  
before me, Louis P. Acton a Notary Public in and for the

County of Santa Clara, State of California, residing therein,  
duly commissioned and sworn, personally appeared  
Walter Kransky and Blanche M. Kransky

known to me to be the person s whose name s are subscribed to the within instrument  
and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal  
in the county of Santa Clara the day and year in this  
certificate first above written.

Louis P. Acton  
Notary Public in and for the Santa Clara County of Santa Clara,  
State of California.  
My Commission Expires



Revenue Stamps Required  
BEAR 1860 PAGE 402

DEED

WALTER KRANSKY and BLANCHE M. KRANSKY, his wife, the first parties, hereby grant to CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, the second party, the following described real property situated in the County of Santa Clara, State of California:

A portion of that certain parcel of land conveyed by Melvin O. Andreen and Stella B. Andreen to Walter Pedersen et al, by Joint Tenancy Deed dated May 13, 1944 and recorded May 24, 1944 in Volume 1205 of Official Records, page 43, Santa Clara County, hereinafter referred to as the Pedersen Parcel, said portion of land being more particularly described as, COMMENCING at a point in the Southeasterly boundary of the above mentioned Pedersen Parcel, distant thereon South 38° 45' 30" West 169.21 feet from its intersection with the southwesterly boundary of a 50 foot right of way known as Fayette Drive; thence from said point of commencement, South 38° 45' 30" West 29.18 feet to the most Southerly corner of the above mentioned Pedersen Parcel; thence along the Southwesterly boundary of the Pedersen Parcel, North 52° 14' West 2.73 feet; thence leaving said Southwesterly boundary North 44° 06' East 29.35 feet to the point of commencement.

Containing 0.001 of an acre.

STATE OF CALIFORNIA

County of Santa Clara

On this 29<sup>th</sup> day of August in the year one thousand nine hundred and Forty-Nine  
before me, Louis P. Acton a Notary Public in and for the

County of Santa Clara, State of California, residing therein,  
duly commissioned and sworn, personally appeared  
Walter Kransky and Blanche M. Kransky

known to me to be the person whose names are subscribed to the within instrument  
and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal  
in the County of Santa Clara the day and year in this  
certificate first above written.

X Louis P. Acton  
Notary Public in and for the County of Santa Clara  
State of California.



LAND PURCHASE—RAY DIVISION PIPE  
LINE NO. 2

Resolution No. 8592  
(Series of 1939)

RESOLVED, in accordance with the written offers on file in the office of the Director of Property and the recommendation of the Public Utilities Commission, that the City and County of San Francisco, a municipal corporation, accept deeds from the following named parties, for the legal owners, to certain parcels of land in Santa Clara County, California, required for the Ray Division Pipe Line No. 2, and that the sums set forth opposite their names be paid for said real property from Appropriation No. 20,000,000:

Little William Jensen et al.	2,250.00
H. M. Prantz et al.	2,250.00
A. Bertencio et al.	2,000.00
Walter Kransky et al.	200.00
Richard P. Wright et al.	200.00

The sum of \$6,750.00 required for the purpose of this resolution was previously certified under Resolution No. 8208, Series of 1939, for the acquisition of said real property through eminent domain proceedings, and inasmuch as it now appears that said proceedings will not be necessary with respect to said property, the Controller is authorized to release this amount from the previous certification and make said amount available for the purposes herein set forth. In the event that it should become necessary to proceed under Resolution No. 8208, the Controller is authorized to make the necessary adjustment of funds.

The City Attorney shall examine and approve the title to said property.

I hereby certify that the foregoing resolution was adopted by the Board of Supervisors of the City and County of San Francisco at its meeting of April 25, 1949.

JOHN R. McGRATH, Clerk.  
Approved, APRIL 27, 1949.  
ELMER E. ROBINSON, Mayor.

BOOK 1860 PAGE 403

Approved:  
JW Racy  
City Manager

STATE OF CALIFORNIA }  
City and County of San Francisco } ss.



CLERK'S CERTIFICATE

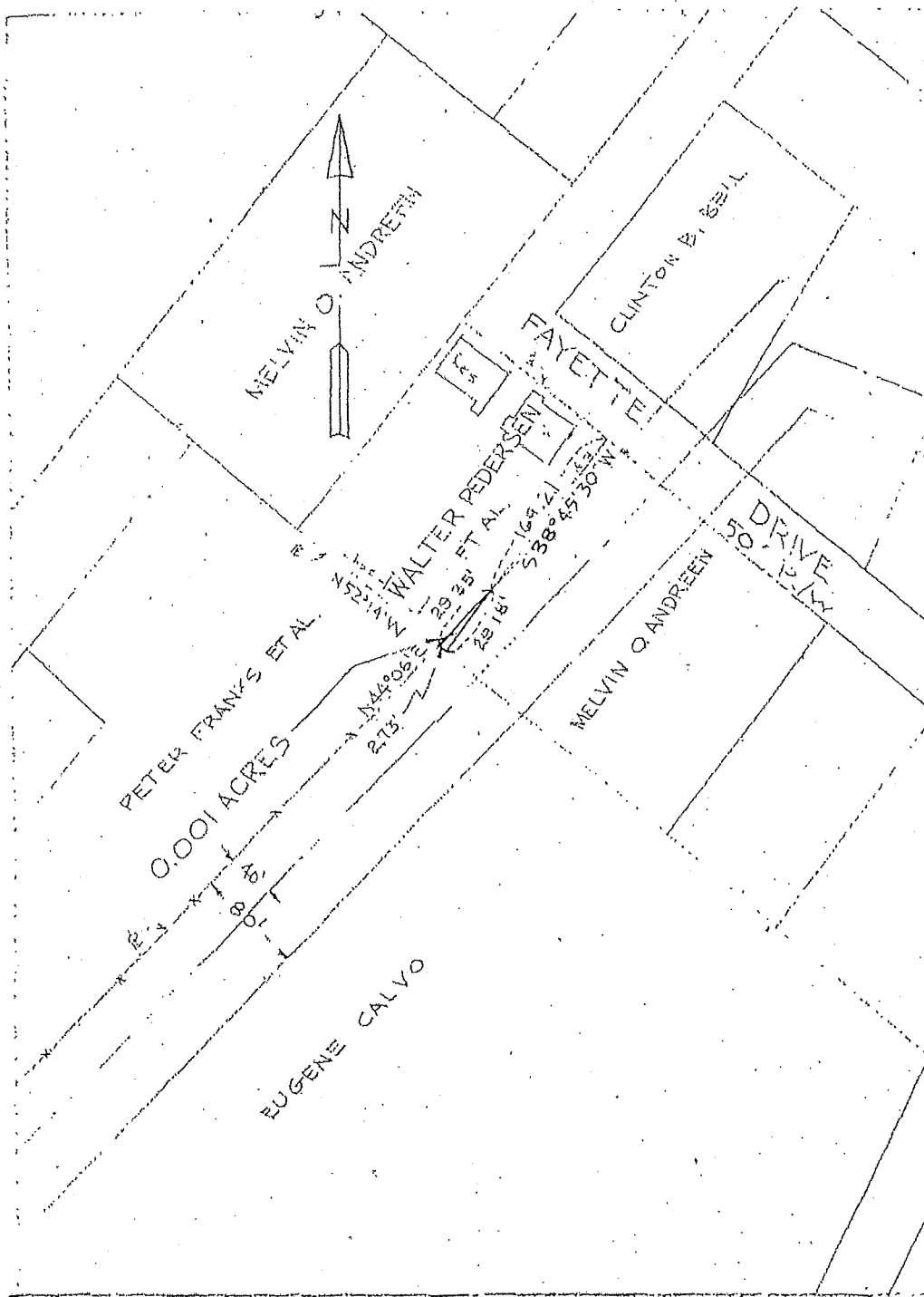
I, John R. McGrath, Clerk of the Board of Supervisors, of the City and County of San Francisco, do hereby certify that

the annexed Resolution No. 8592 (Series of 1939) is a full, true and correct copy of the original thereof on file in this office.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the

official seal of the City and County this 3 day of May 1949

John R. McGrath  
Clerk of the Board of Supervisors, City and County of San Francisco



CITY AND COUNTY OF SAN FRANCISCO  
PUBLIC UTILITIES COMMISSION  
SAN FRANCISCO WATER DEPARTMENT

BAY DIVISION PIPE LINE NO 3  
PARCEL NO 228

SANTA CLARA COUNTY

APPROVED BY <i>[Signature]</i>	SCALE 1" = 100'	BY A. F.	OR	DRAWING
PREPARED BY		TR. J. D.	CH. V. F.	
		DATE 6-29-48	REVISED	B-582

GENERAL MANAGER AND CHIEF ENGINEER

Vol. 229

BOOK 1945 PAGE 397

D E E D

(No documentary stamps required)

S.J.A. #200189

EUGENE CALVO and EMILY CALVO, his wife, the first parties, hereby grant to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, the second party, the following described real property situated in the County of Santa Clara, State of California:

A strip of land 80 feet wide, lying 40 feet either side of the following described line and extensions thereto, across that certain parcel of land conveyed by R.F. Glute and A. E. Glute to Eugene Calvo and Emily Calvo by Joint Tenancy Deed dated January 7, 1946 and recorded January 11, 1946 in Volume 1302 at page 339, Official Records, Santa Clara County, hereinafter referred to as the Calvo Parcel; said strip of land being more particularly described as, COMMENCING at a point in the common boundary between the above mentioned Calvo Parcel and that certain 5.878 acre parcel of land conveyed by M. A. Harris et ux, to M. O. Andreen by deed dated November 19, 1920 and recorded December 31, 1920 in Book 524 of Deeds at page 571, Records of Santa Clara County, hereinafter referred to as the Andreen Parcel; said point being distant along said common boundary south 52° 14' east 37.51 feet from the most southerly corner of that certain parcel of land conveyed by M. O. Andreen and S. B. Andreen to Walter Pedersen et al, by Joint Tenancy Deed dated May 13, 1944 and recorded May 24, 1944 in Volume 1205, at page 43, Official Records, Santa Clara County; thence, from said point of commencement south 44° 06' west 519.19 feet to the point of intersection with the northeasterly boundary of State Highway IV-SCL-2A U.S. Route 101, said point being distant, from a concrete monument opposite center line station 230 + 86.95 of the above mentioned State Highway, along said northeasterly boundary on a curve to the left with a radius of 1950 feet and a central angle of 5° 49' 10" an arc distance of 198.08 feet, the tangent to said curve to said point of intersection bearing south 48° 48' 10" east; the northeasterly end of said strip being the above mentioned common boundary between the Calvo and Andreen Parcels, and the southwesterly end of said strip being the above mentioned northeasterly boundary of the existing State Highway U. S. 101. Containing 0.953 of an acre.

IN WITNESS WHEREOF, the first parties have executed this conveyance this 9<sup>th</sup> day of JANUARY 1940. 1950

Eugene Calvo

Emily Calvo

1X

State of California,

County of Santa Clara ss.

On this 9th day of January A. D. 1950 before me,  
JOHN RAZZARI a Notary Public in and for the said  
County and State, residing therein, duly commissioned and sworn, personally appeared

Eugene Calvo and Emily Calvo

known to me to be the persons whose names are subscribed to the within  
Instrument, and acknowledged to me that they executed the same.  
In Witness Whereof, I have hereunto set my hand and affixed my official seal the day  
and year in this Certificate first above written.

John Razzari  
Notary Public in and for the County of Santa Clara,  
My Commission Expires February 22, 1951

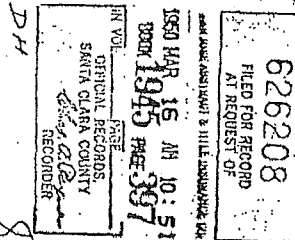
Crocker's Blank No. 134-Acknowledgment-General 2✓

LAND PURCHASES-DAY DIVISION  
FIFTH LINE NO. 2

Resolution No. 8722  
(Series of 1939)

RESOLVED, in accordance with the  
written offer on file in the office of the  
Director of Property and the recom-  
mendation of the Public Utilities Com-  
mission, that the City and County of San  
Francisco, a municipal corporation, accept  
lands from the following named parties,  
or the legal owners to certain parcels of  
land in Santa Clara County, California,  
required for the Day Division Fifth Line  
No. 2, and that the sums set forth oppo-  
site their names be paid for said real  
property from Appropriation No. 00200.00:  
Eugene Calvo et ux..... \$14,000.00  
Emily Calvo et ux..... \$4,200.00  
The sum of \$18,200.00 required for the  
purpose of this resolution was previously  
certified under Resolution No. 8208, Series  
of 1939, for the acquisition of said real  
property through eminent domain pro-  
ceedings and inasmuch as it now appears  
that said proceedings will not be necessary  
with respect to said property, the Com-  
missioner is authorized to release this amount  
from the previous certification and make  
said amount available for the purposes  
herein set forth. In the event that it  
should become necessary to proceed under  
Resolution No. 8208, the Controller is  
authorized to make the necessary adjust-  
ment of funds.  
The City Attorney shall examine and  
approve the title to said property.  
I hereby certify that the foregoing reso-  
lution was adopted by the Board of Super-  
visors of the City and County of San  
Francisco at its meeting of June 6, 1949.  
JOHN E. McGRATH, Clerk.  
Approved, June 7, 1949.  
ELMER A. ROBINSON,  
June 10-11 Mayor.

Approved:  
General Manager.



STATE OF CALIFORNIA }  
City and County of San Francisco ss.



CLERK'S CERTIFICATE

I, Robert J. Dolan, Acting  
Clerk of the Board of Supervisors of the City and County of San Francisco, do hereby certify

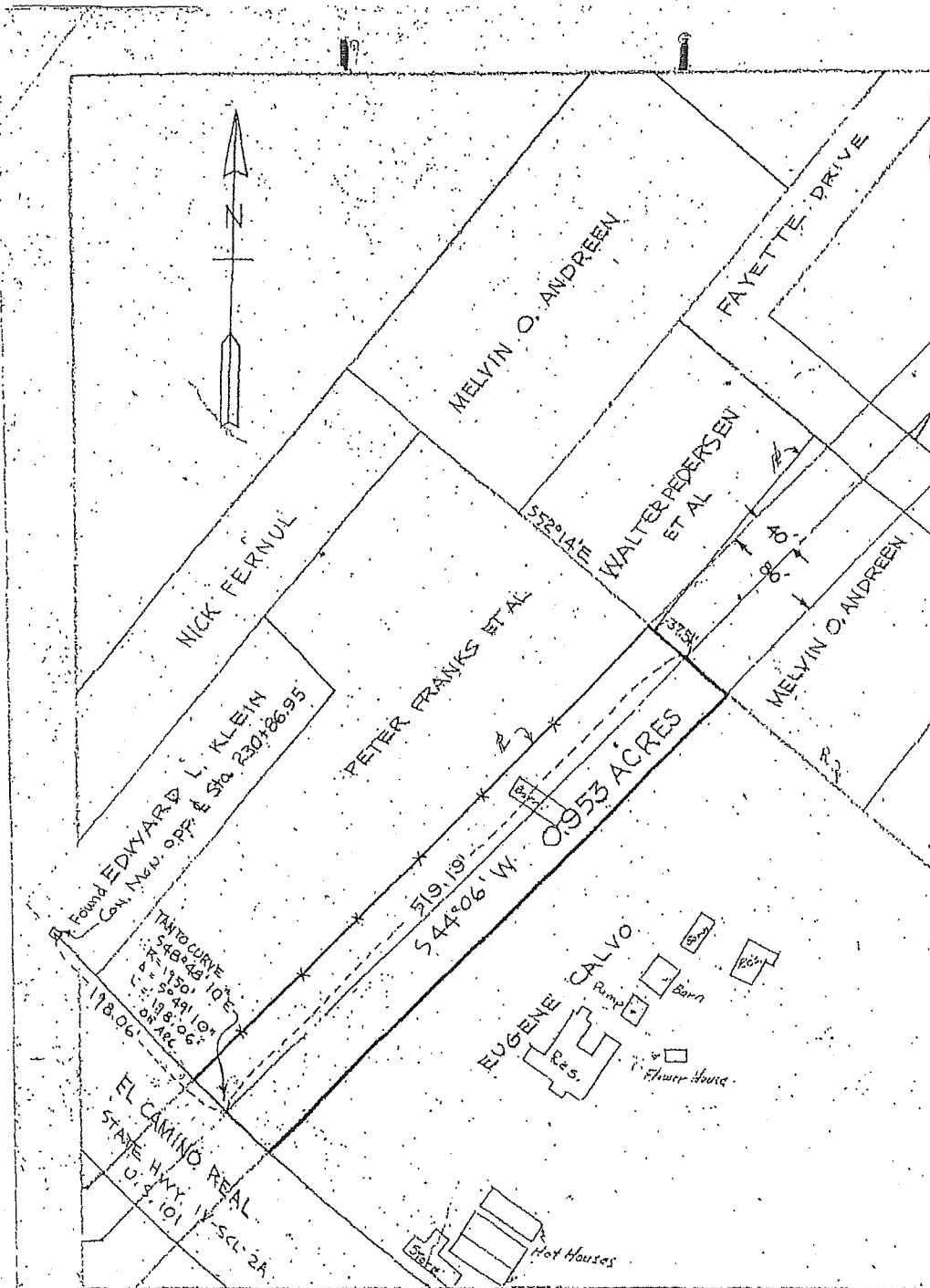
that the annexed Resolution 8722 (Series of 1939)  
is a full, true and correct copy of the original thereof on file in the office  
of the Clerk of the Board of Supervisors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the  
official seal of the City and County this 6th day of December, 1949.

Robert J. Dolan  
Acting Clerk of the Board of Supervisors, City and County of San Francisco

2X

STATE OF CALIFORNIA County of Santa Clara I, BERENDA DAVIS, Recorder of the above entitled County, do hereby certify that the annexed is a full, true and correct copy of the original. Record in my Office WITHIN my hand and Official Seal this 12th day of December 1994 My Deputy
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CITY AND COUNTY OF SAN FRANCISCO  
PUBLIC UTILITIES COMMISSION  
SAN FRANCISCO WATER DEPARTMENT

BAY DIVISION PIPE LINE NO 3  
PARCEL NO 229  
SANTA CLARA COUNTY

APPROVED <i>[Signature]</i>	SCALE 1" = 100'	BY A. F.	CH. WGD	DRAWING NO. B-567
APPROVED		TR. J. D.	REVISOR	
GENERAL MANAGER AND CHIEF ENGINEER		DATE 6-28-48		

**SCHEDULE D**

**Approved Plans and Specifications**

*(See attached)*

GENERAL

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7. CONCLUSIONS

- [illegible]

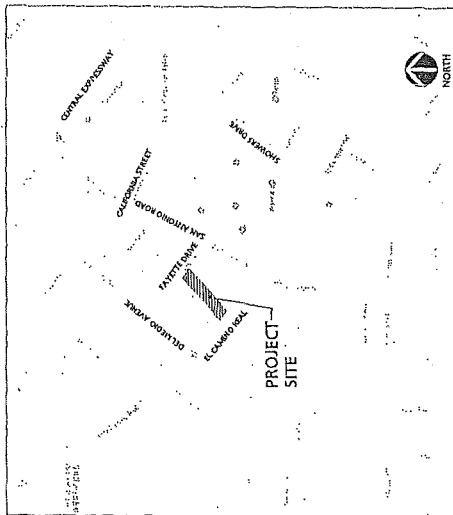
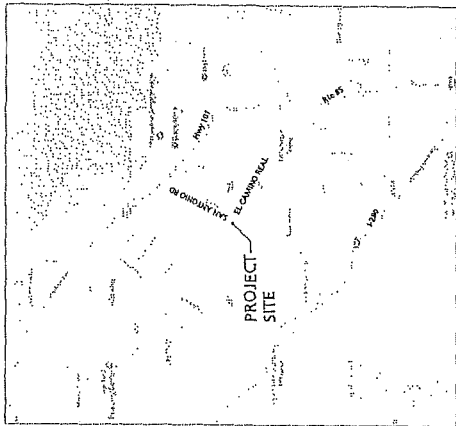
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FAYETTE PARK  
PROJECT 13-36



SHEET NO.	DESCRIPTION
1.	11.00 Title Sheet
	Notes and Legends
	12.11.01 Tables and Legends
	12.11.02 Layout Plan
	12.11.03 Preliminary Plan
	12.12.01 Irrigation Plan
	12.12.02 Drainage Plan
	12.12.03 Irrigation Details, Legends and Schedules
	12.12.04 Construction Details
	12.12.05 Construction Details
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## LAYOUT LEGEND

	Natural Turf		Vehicular Asphalt Paving
	Ground Cover		Pedestrian Decomposed Granite Paving
	Pedestrian Concrete Paving	S.C.D.	See Civil Engineer's Drawings
	Vehicular Concrete Paving	S.C.F.S.	See Color/Finish Schedule
	Detail Number		
	Sheet Number		
	Property Line		
	Center Line		
	Match Line		
	Align		
	Point of Curvature		
	Below grade utilities as noted, S.C.D.		
	Trash Receptacle, See Color and Finish Schedule		
	Planter Pits, See Color and Finish Schedule		
	Bench, See Color and Finish Schedule		
	Park Monument Sign		
	Park Sign on Fence		

## LAYOUT NOTES

- The Contractor shall verify all distances and dimensions in the field and bring any discrepancies to the attention of the City Construction Engineer for a decision before proceeding with the work.
- Contractor to take all necessary precautions to protect buildings and waterproof membranes from damage. Any damage caused by the Contractor or the Contractor's representatives during their activities shall be repaired at no cost to the Owner.
- All written dimensions supersede all scaled distances and dimensions. Dimensions shown are from the face of curb, edge of walk, or property line unless otherwise noted on the drawings.
- Walk scoring, expansion joints and paving shall be located as indicated on the Layout Plans, Landscape Construction Details, in the Specifications, or as field adjusted under the direction of the City Construction Engineer.
- All site civil information is based on drawings prepared by:  
BKF Engineers  
150 California Street, Ste 650  
San Francisco, CA 94111  
855 482 8300  
Scott R. Schork
- For Geotechnical information see the Soils Report prepared by:  
Rockledge Geotechnical, Inc.  
270 Grand Ave  
Oakland, CA 94612  
510 452 3056  
Logan D. Medeiros
- The Contractor is to verify location of all on-site utilities before commencing with the work. The Contractor shall be responsible for the repair of any damage to utilities caused by the activities of the Contractor or the Contractor's representatives. Any utilities shown on Landscape Drawings are for reference and coordination purposes only.
- Protect all existing construction from damage. The Contractor shall be responsible for the repair of any damage to existing construction caused by the activities of the Contractor or the Contractor's representatives.
- Expansion joints shall be located no less than 16' o.c. nor greater than 20' o.c. and/or as indicated on the Layout Plans, Landscape Construction Details, in the Specifications, or as field adjusted under the direction of the City Construction Engineer.

## FINE GRADING NOTES

- The Contractor is responsible for fine grading and positive surface drainage in all landscape areas. The Contractor shall verify all rough grades in the field and bring any discrepancies to the attention of the City Construction Engineer for a decision before proceeding with the work.
- See Civil drawings for road surface elevations, roadway sections, catch basins, and top of curb elevations. Top of curb elevations shown on Landscape drawings are for reference and coordination purposes only.
- Earth mounds are shown diagrammatically for form and location. Shaping of mounds to be reviewed and approved in the field by the City Construction Engineer.
- Contractors are to exercise extreme care in back filling and compacting any excavation or trenching in areas previously compacted for other aspects of the work.
- The Contractor shall remove from the site all debris and unsuitable material generated by the Contractor's operations.
- Catch basins, area drains, planter drains, and perforated drain lines are to be connected to the storm drain system if specified in the Civil Engineer's plans. See Civil Engineer's drawings for all connections.
- All catch basins and other drains are to be free of obstructions and maintained open and free running during and upon completion of the Contractor's work.
- All on-grade areas to receive planting are to be received by the fine grading Contractor within a length of a foot of final grade. The Contractor shall rip compacted rough graded soil to a depth of 8 inches, then 50 lb in the soil amendment. Soil amendment shall be determined by an Agricultural Suitability Analysis conducted by a licensed soils laboratory upon samples taken from the rough graded soil. This analysis shall be conducted and paid for by the General Contractor.
- See structural soils report for recommendations on soil type, grading procedures, soil compaction, maximum allowable slopes, hetwork base material, etc.
- Minimum paving slope to be 2% typically with a maximum cross slope of 2%. Minimum planting area slope to be 2% typically. Bring any discrepancies to the attention of the City Construction Engineer for a decision prior to fine grading.
- All slopes 3:1 and greater shall have jute mesh erosion control matting installed per manufacturer's specifications. Lap matting minimum 2'-0" and slope.
- Grading shall be in conformance with all local codes and ordinances. Swales shall be a minimum of four (4) feet from all structures.
- Grades to be constant and uniform between spot elevations.

## COLOR AND FINISH SCHEDULE

## PEDESTRIAN AND VEHICULAR CONCRETE PAVING

- Type 1 Natural grey concrete with light brown finish. Sweep perpendicular to joint of travel.
- Type 2 Integral Color to be "Mass Buff"-5477. Finish to be medium sandblast finish.
- Type 3 Integral Color to be "Pebble"-641. Finish to be medium sandblast finish.

\*All colors to be Davis Colors, 800.356.4848

## VEHICULAR ASPHALT PAVING

See Civil Drawings

## TRASH RECEPTACLE

"BearSever" - CE Series Double Trash/Recycling Enclosure - CE232-CHR. QTY: (4); Available from BearSever; 800.851.3887, www.bearsever.com

## PRE-CAST PLANTERS

Precast planters: Teanaseal Silworks; 800.452.2282; www.teanaseal.com

Downs: DS-6000, Top Width 60", Bottom Width 38", Height 42", Weight 63 lbs. Color Apple; Finish Standard Fib. Tier 2; Eye Hooks to be mounted on post - (3) per pot for Tree Cuying purposes; QTY: (26)

Contractor to submit sample to City Construction Engineer for approval prior to acquisition or installation.

## BENCH

"Landscape" - End & Center Arms; length: 95"; Surface Mounted; Wood: Ipe; Finish: Anodized Aluminum; QTY: (7); Available from Landscape Forms; 800.521.2545, www.landscapeforms.com

## GRAVEL

"Desert Gold". Available from Lyngso Garden Materials, 650.364.1730 www.lyngsogarden.com

## BIKE RACK

504 Rack, "Ride" Color: Titanium; Embed Mount. Available by Landscape Forms 800.430.6209; www.landscapeforms.com; Quantity: 6 racks/12 spaces.

## METAL FENCE WITH 12" AND 4" GATE

Echelon 3, Decorative Aluminum Fence and Double Swing Gate; 4 Rail Majestic Panel w/ Rings. Color: Black. 4' Gate QTY: (2), 12' Gate QTY: (2). Total Length (fence and gates combined): 1,232 in. ft. Available from Ameristar; 1.888.333.3422; www.ameristar.com

## PARK MONUMENT SIGN

8" thick High Density Polyethylene Monument Sign w/ Rounded Laminates Sign Color: Brown; Rounded Lettering Color: White; Font: Aldine 401 B07 Postit; Recycled Plastic Lumber Post Color: Brown; QTY: (2)  
While still available from "Eco Signs", Contact "Outdoor Design Studio"; www.outdoordesignstudio.com; 800.960.1096

## PARK SIGN ON FENCE

.080 Aluminum Sign w/ Rounded Corners, 3/8" White Vinyl Border, and Brown Reflective Background Sheeting. White Vinyl lettering to be 1-1/2". QTY: (2).

## DEDICATION PLaque

Plaque type, size, color and lettering size per city of Mountain View. QTY: (1)



THE GUZZARDO PARTNERSHIP INC.  
Landscape Architects • Land Planners  
181 Greenwood Street  
San Francisco, CA 94111  
7415 423 4622  
7415 423 5063

REVISIONS				
NO.	DATE	DESCRIPTION	BY	APPROVED
1	01/11/2019	REVISED PER COMMENTS	BN	BN
2	01/11/2019	REVISED PER COMMENTS	BN	BN
3	01/11/2019	REVISED PER COMMENTS	BN	BN
4	01/11/2019	REVISED PER COMMENTS	BN	BN
5	01/11/2019	REVISED PER COMMENTS	BN	BN
6	01/11/2019	REVISED PER COMMENTS	BN	BN
7	01/11/2019	REVISED PER COMMENTS	BN	BN
8	01/11/2019	REVISED PER COMMENTS	BN	BN
9	01/11/2019	REVISED PER COMMENTS	BN	BN
10	01/11/2019	REVISED PER COMMENTS	BN	BN



CITY OF MOUNTAIN VIEW

CITY OF MOUNTAIN VIEW, CALIFORNIA  
PUBLIC WORKS DEPARTMENT  
300 CASANO STREET, MOUNTAIN VIEW, CALIFORNIA

FAYETTE PARK  
PROJECT 13-36  
11.01 NOTES AND LEGENDS

SCALE	DATE	FIG.	SHEET
NONE	01/11/2019	503	2 OF 23

[illegible]

THE FOLLOWING NOTES ARE FOR BIDDING PURPOSES ONLY

- [illegible]

Not to scale

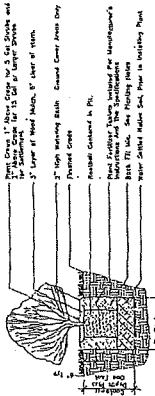
[illegible]

Diagram illustrating the layout of a water treatment plant. The layout shows a series of circular tanks arranged in a row, labeled "High Location". Below this row is a rectangular area labeled "Plating Bed or Wash". To the right of this area is a circular tank labeled "Sewage Pump". Further to the right is a rectangular area labeled "Sewage Discharge".

Group 3 - Plant Grouping (See Plant Palette)  
- CTUE - Plant Symbol (See Plant Palette)  
02 DSP - Plant Key (See Plant Palette)  
199, LAC -

SPANNING N°	SPANNING	%	ML. OF PURE ETHYLENE
1	1.00	1.00	1.00
2	1.00	1.00	1.00
3	1.00	1.00	1.00
4	1.00	1.00	1.00
5	1.00	1.00	1.00
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**Figure 1**

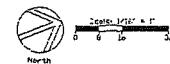
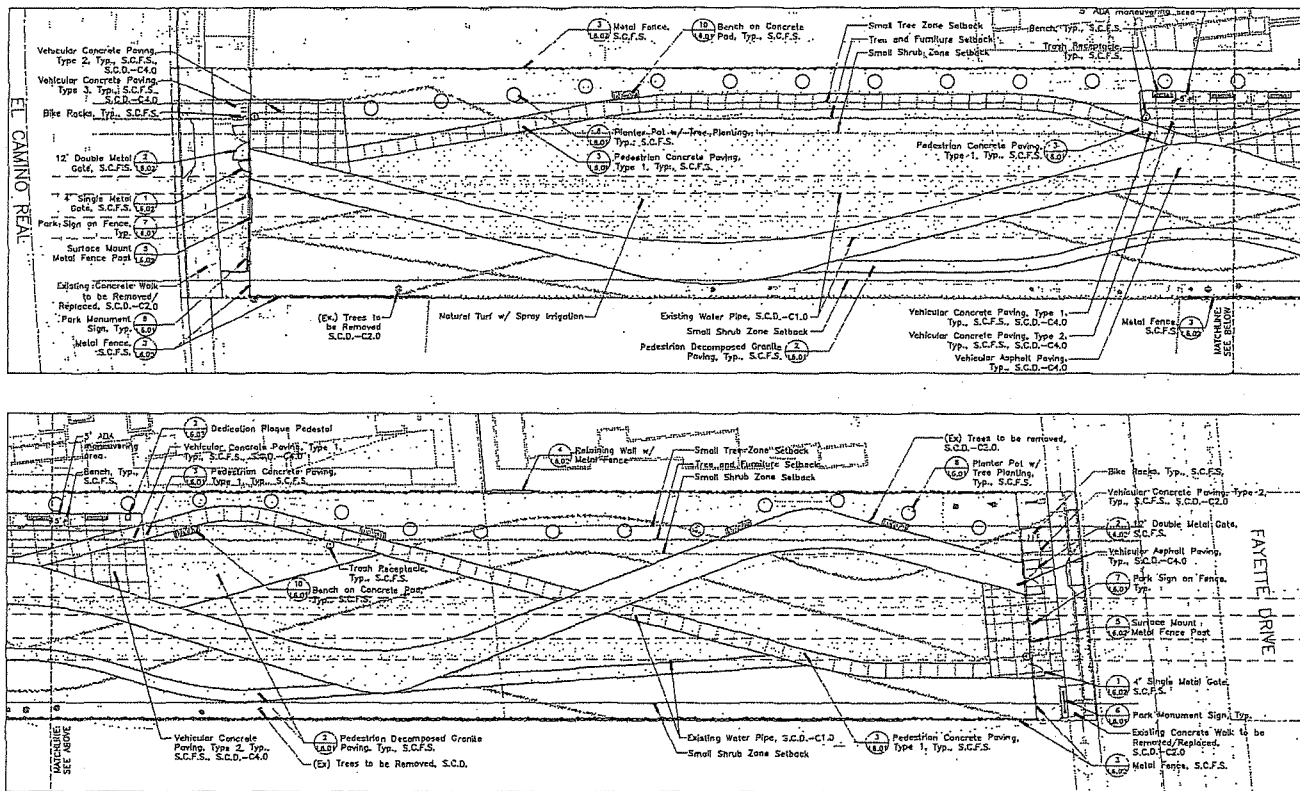
CITY OF MOUNTAIN VIEW, CALIFORNIA  
PUBLIC WORKS DEPARTMENT  
520 CASTRO STREET, MOUNTAIN VIEW, CA 91201

FAYETTE PARK

PROJECT 13-36

## APPENDIX 1: PLANTING NOTES AND LEGENDS

11



 **THE  
GUZZARDO  
PARTNERSHIP INC.**  
Landscape Architects • Land Planners  
181 Greenwich Street  
San Francisco, CA 94111  
T 415 433 4672  
F 415 433 3063

REVISIONS			
NO.	DATE	DESCRIPTION	AUTH.
1	11.26.81	25% CONSTRUCTION PROGRESS - 40%	
2	12.15.81	25% CONSTRUCTION PROGRESS - 40%	
3	11.22.81	25% CONSTRUCTION PROGRESS - 40%	
4	11.22.81	25% CONSTRUCTION PROGRESS - 40%	
5	11.22.81	25% CONSTRUCTION PROGRESS - 40%	
6	11.22.81	25% CONSTRUCTION PROGRESS - 40%	

DESIGNED BY: EN  
DRAWN BY: EN

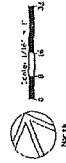
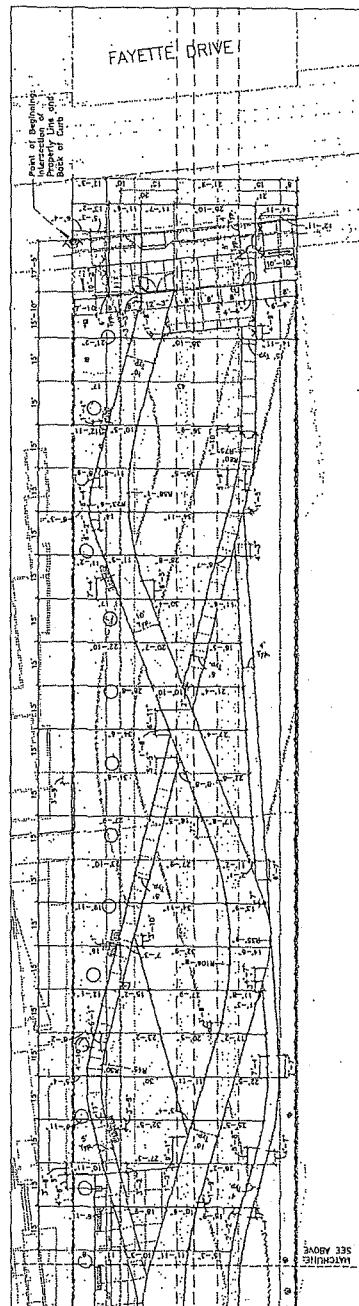
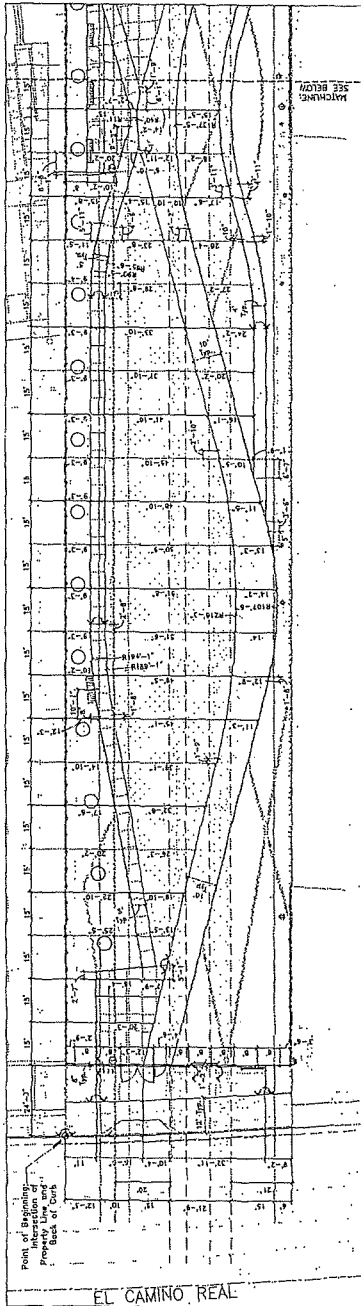


CITY OF MOUNTAIN VIEW

CITY OF MOUNTAIN VIEW, CALIFORNIA  
PUBLIC WORKS DEPARTMENT  
330 CASTAS STREET, MOUNTAIN VIEW, CA 94031

EYETTE PARK LANDSCAPE IMPROVEMENTS  
PROJECT 13-36  
1201 LAYOUT PLAN

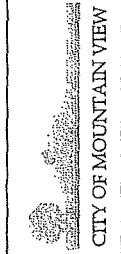
SCALE: 3/4"=1'-0"	DATE: 01/28/2019	PIN: 8523	SHEET: 4 OF 23
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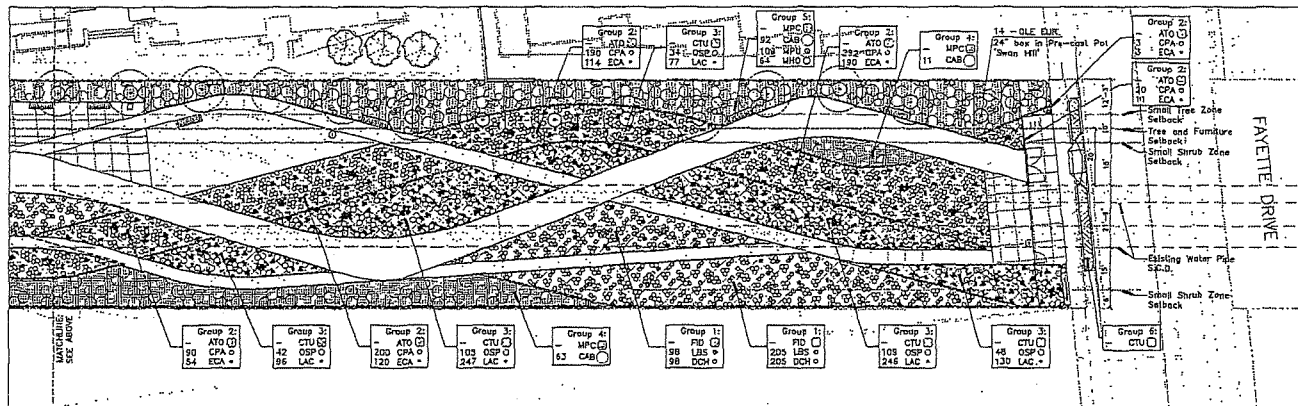
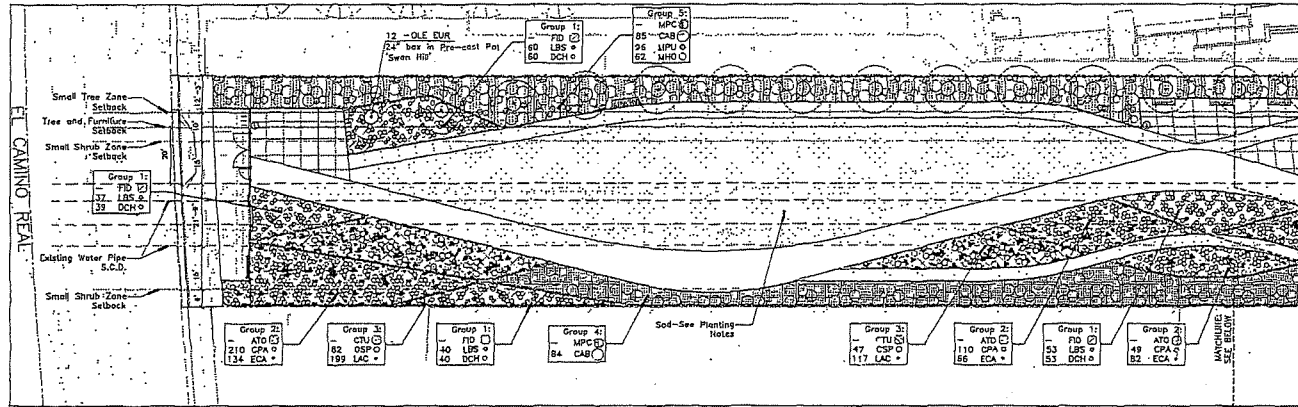
**THE GUZZARDO PARTNERSHIP INC.**  
 Landscape Architects • Land Planner  
 181 Graceland Street  
 San Francisco, CA 94111  
 415.433.4672  
 FAX 415.433.5065



REVISIONS		DATE	BY	APP'D
1	Initial Design	11/11/09	SG	SG
2	Final Design	11/11/09	SG	SG
3	Final Design	11/11/09	SG	SG
4	Final Design	11/11/09	SG	SG
5	Final Design	11/11/09	SG	SG
6	Final Design	11/11/09	SG	SG
7	Final Design	11/11/09	SG	SG
8	Final Design	11/11/09	SG	SG
9	Final Design	11/11/09	SG	SG
10	Final Design	11/11/09	SG	SG



CITY OF MOUNTAIN VIEW, CALIFORNIA 300 CORD STREET, MOUNTAIN VIEW, CA 94031	
FAYETTE PARK LANDSCAPE IMPROVEMENTS PROJECT 1336	
12.02 DIMENSIONING PLAN	
SCALE: 1/2"=1'-0"	DATE: 11/11/09
DRAWN BY: SG	CHECKED BY: SG
SHEET: 2 OF 2	



**THE GUZZARDO PARTNERSHIP, INC.**  
Landscape Architects • Land Planners  
181 Greenleaf Street  
San Francisco, CA 94111  
7415 433 4872  
7415 433 5009

REVISIONS			
NO.	DATE	DESCRIPTION	APPROVED
1	7/18/13	Initial Design	
2	8/13/13	Site Construction and Detail	
3	10/1/13	Site Construction and Detail	
4	10/1/13	Site Construction and Detail	
5	10/1/13	Site Construction and Detail	
6	10/1/13	Site Construction and Detail	
7	10/1/13	Site Construction and Detail	
8	10/1/13	Site Construction and Detail	
9	10/1/13	Site Construction and Detail	
10	10/1/13	Site Construction and Detail	


DESIGNED BY: JN  
DRAWN BY: SN



CITY OF MOUNTAIN VIEW, CALIFORNIA PUBLIC WORKS DEPARTMENT SAN CARLOS STREET, MOUNTAIN VIEW, CA 94031			
FAYETTE PARK LANDSCAPE IMPROVEMENTS PROJECT 13-36 L.M. PLANTING PLAN			
SCALE: 1" = 10'	DATE: 01/18/2013	FIG: 853	SHEET: 6 OF 13



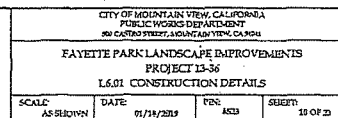
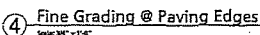
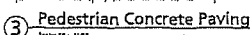
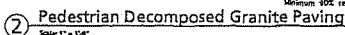
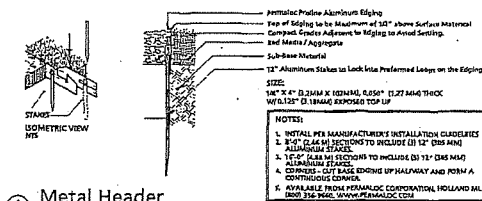
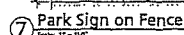
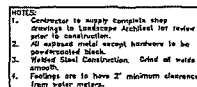
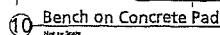
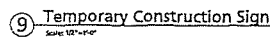
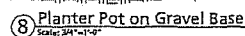
1. THE CONTRACTOR SHALL REVIEW ALL EXISTING DRAWINGS AND SHALL ENSURE CONFORMANCE WITH THE APPLICABLE STANDARDS PRIOR TO SUBMITTING BID.
2. THE IRRIGATION SYSTEM SHALL BE INSTALLED IN CONFORMANCE WITH APPLICABLE STATE AND LOCAL ORDINANCES AND SUBORDINATES TO SUCH ORDINANCES AND CODES AND EXISTING AND EXPOSED WATER MAINS, SANITARY MAINS AND WATER FOR IRRIGATION PURPOSES AND TIES RELATIVE TO THE WORK.
3. DRAWINGS ARE GRAPHICALLY DIAGRAMMATIC AND INDICATIVE OF THE WORK TO BE INSTALLED. PIPING, VALVES, ETC. SHOWN WITHIN PAVED AREAS IS FOR DESIGN CLARIFICATION ONLY AND NOT TO BE CONSIDERED A PART OF THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ALL EXISTING PIPING, VALVES, ETC. TO BE INSTALLED IN COMMON TRENCH PIPES ARE TO BE INSTALLED DIRECTLY ABOVE ONE ANOTHER.
4. PRIOR TO BEGINNING CONSTRUCTION THE CONTRACTOR SHALL NOTIFY THE CITY OF ANY PRE-EXISTING UTILITIES, CONCEALED AND RELOCATED CONDUITS, OR TRENCH OUTFALLS, ASSEMBLY, WELLS, PRESSURE TIES, COVERAGE TIES, PRE-MAINTENANCE AND FINAL MAINTENANCE TIES, AND ANY OTHER UTILITIES THAT MAY BE AFFECTED BY THE WORK. THE CITY WILL BE ALLOWED WITHOUT PRIOR WRITTEN APPROVAL FROM THE CHIEFS REPRESENTATIVE.
5. DO NOT VIOLATE THE PROTECTION SYSTEM AS SHOWN ON THE DRAWINGS WHEN IT IS TO ADVANCE TO THE FIELD THAT OBSTRUCTIONS, GRADE DIFFERENCES OR DIFFERENCES IN THE LOCATION OF UTILITIES ARE ENCOUNTERED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUCH OBSTRUCTIONS OR DIFFERENCES SHOULD BE REPORTED TO THE ATTENDING CITY REPRESENTATIVE. IN THE EVENT THAT SUCH NOTIFICATION IS NOT PROVIDED TO THE CITY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE CITY'S PROPERTY.
6. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL EXISTING UTILITIES INCLUDING THE LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES PRIOR TO THE EXCAVATION OF TRENCHES CONTENDING UTILITIES AND STRUCTURES PRIOR TO ANY EXCAVATION COST TO THE OWNER.
7. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR ANY DAMAGE CAUSED BY THE WORK AT AN ADDITIONAL COST TO THE OWNER.
8. SUBMIT A COMPLETE LIST OF ALL UTILITIES TO BE EXPOSED TO ALL CITY OFFICES, FINANCE, ENGINEERING, AND THE CHIEFS REPRESENTATIVE. THE CONTRACTOR SHALL COMPLETELY INVESTIGATE THE STRUCTURAL AND FINISHED CONDITIONS AFFECTING THE WORK AND PLAN THE WORK ACCORDINGLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE CITY'S PROPERTY, UNDERGROUND SUCH UTILITIES, ETC. AS MAY BE REQUIRED TO REPAIR SUCH CONDITIONS.
9. NOTIFY CITY REPRESENTATIVE OF ANY ASPECTS OF LAZOUT THAT DO NOT PROCEED UNLESS OR INSUFFICIENT WATER COVERAGE OF PLANT MATERIAL, AND DO NOT PROCEED UNTIL INSTRUMENTS ARE OBTAINED.
10. EXCAVATIONS ARE TO BE FILLED WITH COMPACTED BACKFILL TO THE CONTRACTOR'S BEST PRACTICES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES. AUTOMATICALLY CONTRACTOR SHALL WARRANT THAT THE PROTECTION SHALL BE FREE FROM DEFECTS, DAMAGE, AND PERFORMANCE FOR A PERIOD OF 1 YEAR AFTER FINAL ACCEPTANCE OF THE WORK.

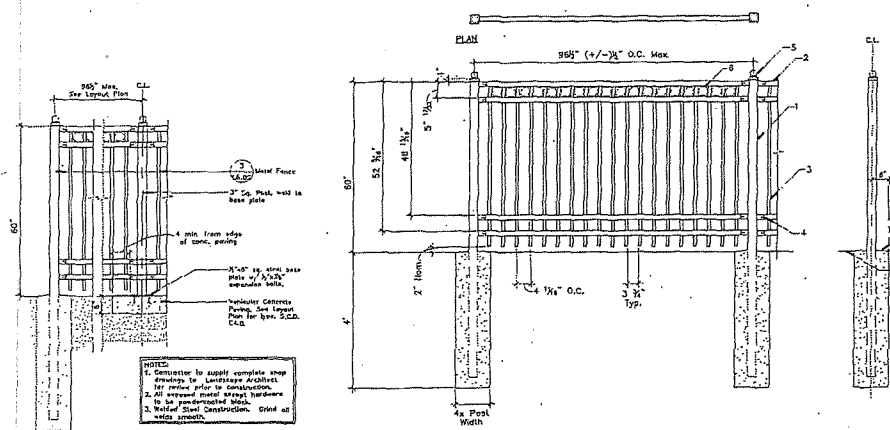
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CITY OF MOUNTAIN VIEW



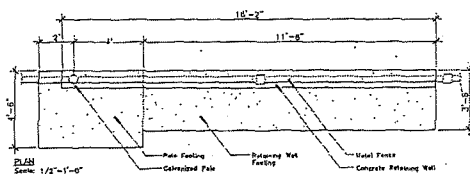




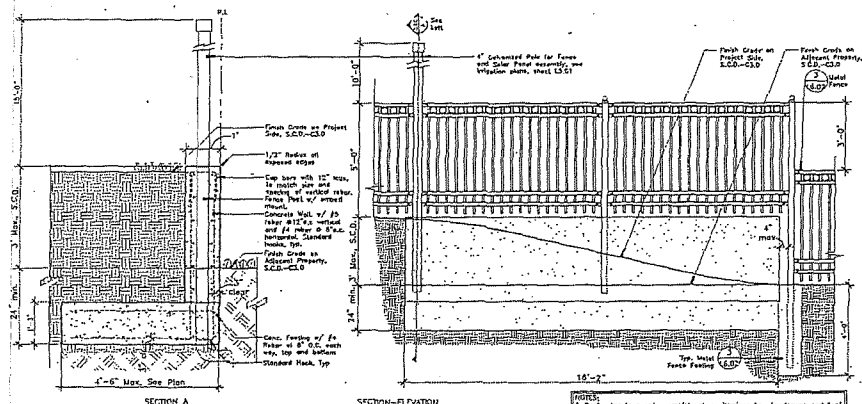


⑤ Surface Mount Fence Post  
Scale: 3/4\" = 1'-0"

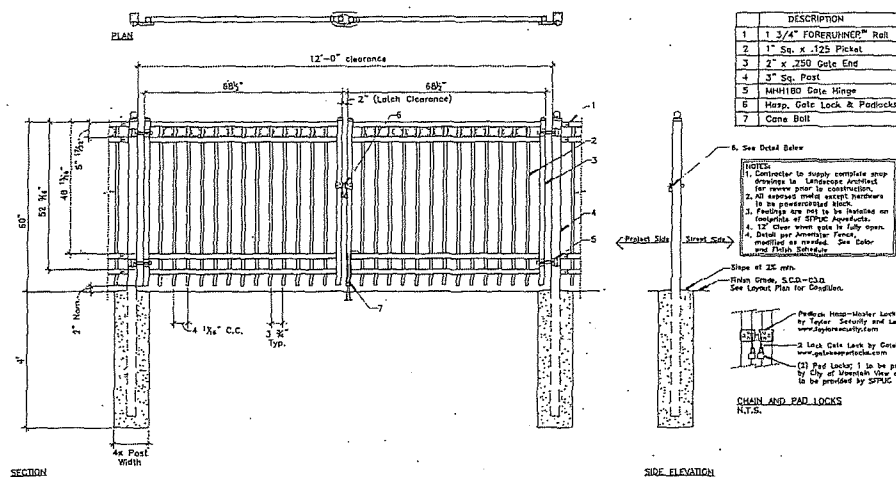
③ Ornamental Metal Fence  
Scale: 3/4\" = 1'-0"



① Ornamental Single Metal Gate  
Scale: 3/4\" = 1'-0"



④ Retaining Wall w/ Ornamental Metal Fence  
Scale: 3/4\" = 1'-0"



② 12' Ornamental Double Metal Gate  
Scale: 3/4\" = 1'-0"

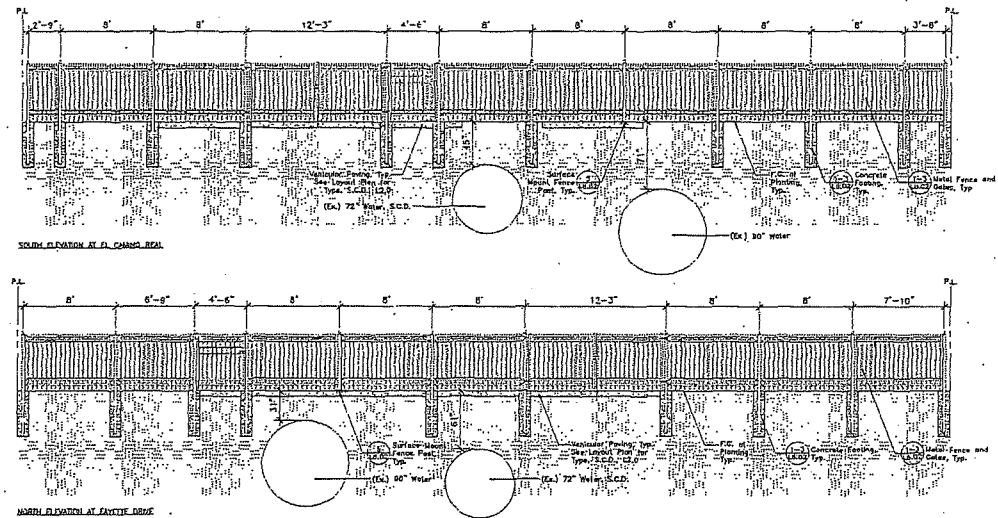


**THE GUZZARDO PARTNERSHIP INC.**  
Landscape Architects - Land Planners  
181 Greenwich Street  
San Francisco, CA 94111  
T 415 473 4872  
F 415 433 5003

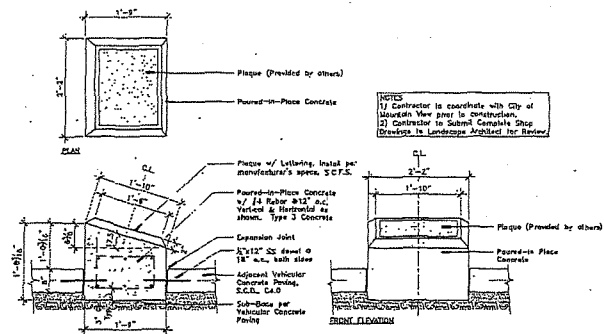


CITY OF MOUNTAIN VIEW

CITY OF MOUNTAIN VIEW, CALIFORNIA  
PUBLIC WORKS DEPARTMENT  
501 CASTRO STREET, MOUNTAIN VIEW, CALIFORNIA  
**FAYETTE PARK LANDSCAPE IMPROVEMENTS**  
PROJECT 13-36  
1.6.02 CONSTRUCTION DETAILS  
SCALE: AS SHOWN DATE: 07/18/2013 PPN: 8533 SHEET: 11 OF 20



① Metal Fence over Ex. Water Pipes  
Scale: 1/8"=1'-0"



② Dedication Plaque Pedestal  
Scale: 1"=1'-0"



**THE GUZZARDO PARTNERSHIP INC.**  
Landscape Architects - Land Planners  
181 Greenwich Street  
San Francisco, CA 94111  
7415-433-4470  
7415-433-5003

REVISIONS			
NO.	DATE	DESCRIPTION	APPROVED
1	10/18/2019	REVISED PER CITY OF MOUNTAIN VIEW COMMENTS	
2	10/18/2019	REVISED PER CITY OF MOUNTAIN VIEW COMMENTS	
3	10/18/2019	REVISED PER CITY OF MOUNTAIN VIEW COMMENTS	
4	10/18/2019	REVISED PER CITY OF MOUNTAIN VIEW COMMENTS	
5	10/18/2019	REVISED PER CITY OF MOUNTAIN VIEW COMMENTS	
6	10/18/2019	REVISED PER CITY OF MOUNTAIN VIEW COMMENTS	
7	10/18/2019	REVISED PER CITY OF MOUNTAIN VIEW COMMENTS	
8	10/18/2019	REVISED PER CITY OF MOUNTAIN VIEW COMMENTS	
9	10/18/2019	REVISED PER CITY OF MOUNTAIN VIEW COMMENTS	
10	10/18/2019	REVISED PER CITY OF MOUNTAIN VIEW COMMENTS	

DESIGNED BY: BN  
DRAWN BY: BN



CITY OF MOUNTAIN VIEW, CALIFORNIA PUBLIC WORKS DEPARTMENT 380 CANTER STREET, MOUNTAIN VIEW, CA 94039			
FAYETTE PARK LANDSCAPE IMPROVEMENTS PROJECT 13-36 L6.03 CONSTRUCTION DETAILS			
SCALE: AS SHOWN	DATE: 10/18/2019	FIG: 603	SHEET: 12 OF 22



**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, 10<sup>th</sup> 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@sfwater.org](mailto: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: \_\_\_\_\_

Name: Daniel H. Rich

Its: City Manager

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

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.

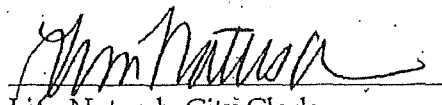
State of California  
County of Santa Clara

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

CG-205 (02-03-18)

**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                    )  
  ) ss  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

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

### CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed dated \_\_\_\_\_ from the 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  $26^{\circ}17'00''$  East, 40.00 feet to the southerly line of the lands of the Peninsula Corridor Joint Powers Board;

thence along said southerly line, South  $63^{\circ}30'15''$  East, 80.00 feet to the easterly line of said parcel 208-A extended northerly across Crisanto Ave.;

thence South  $26^{\circ}17'00''$  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  $63^{\circ}30'15''$  West, 80.00 feet to the **POINT OF BEGINNING.**

Containing 1,200 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*  
Tony E. Durkee, PLSS5773



END OF DESCRIPTION

Page 1 of 1

Exh. A

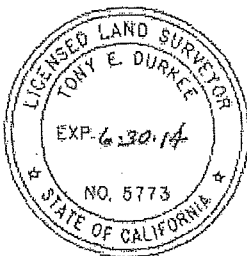
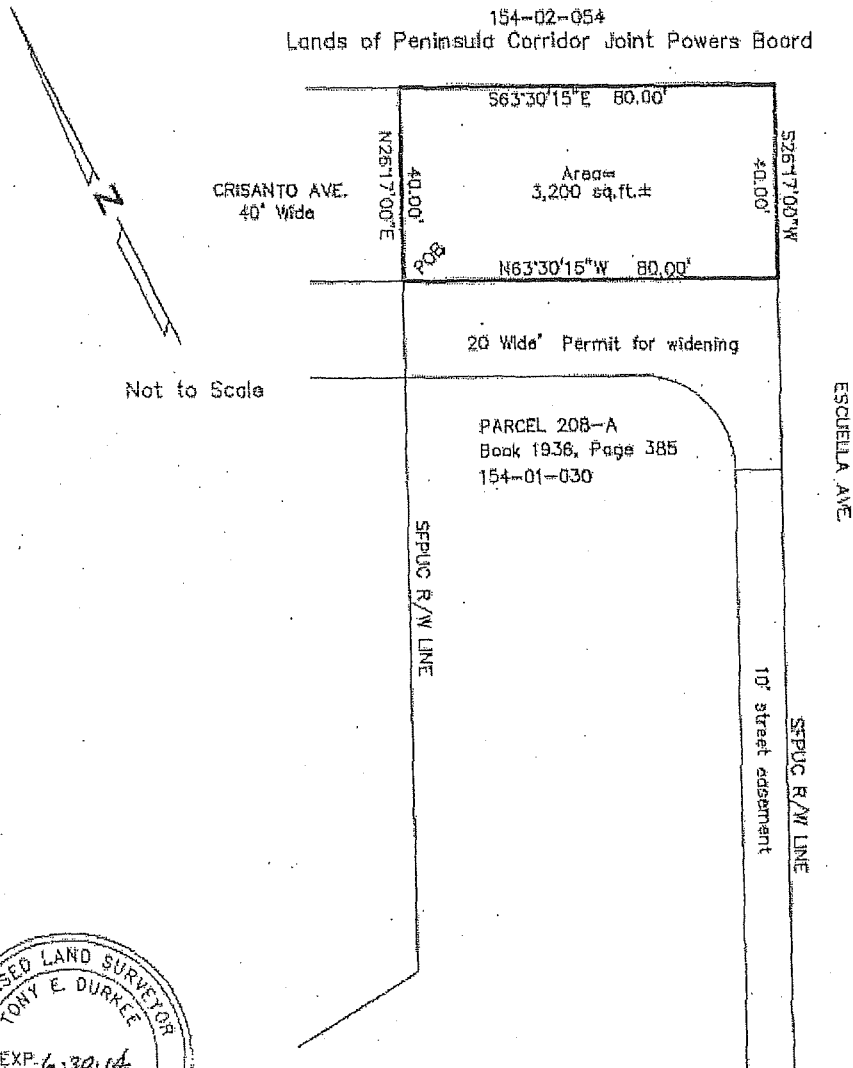


**EXHIBIT B TO**  
**EASEMENT DEED**

*[Depiction of the Easement Area]*

# Exhibit "B"

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



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, 10<sup>th</sup> 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@sfgwater.org](mailto: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: [Signature]  
Name: Daniel H. Rich  
Its: City Manager

By: [Signature]  
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

CC-205 (01-01-14)

## 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 \_\_\_\_\_ ) ss

On \_\_\_\_\_, before me, \_\_\_\_\_  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

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

### CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed dated \_\_\_\_\_ from the 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°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°25'00" East, 80.38 feet;

thence South 44°08'58" West, 50.24 feet to the most easterly corner of said parcel 227;

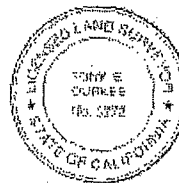
thence along the northeasterly line of said parcel 227, North 51°25'00" West, 80.38 feet to the **POINT OF BEGINNING**.

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

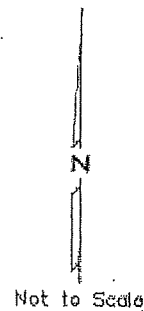
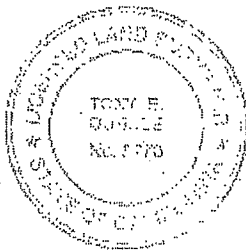
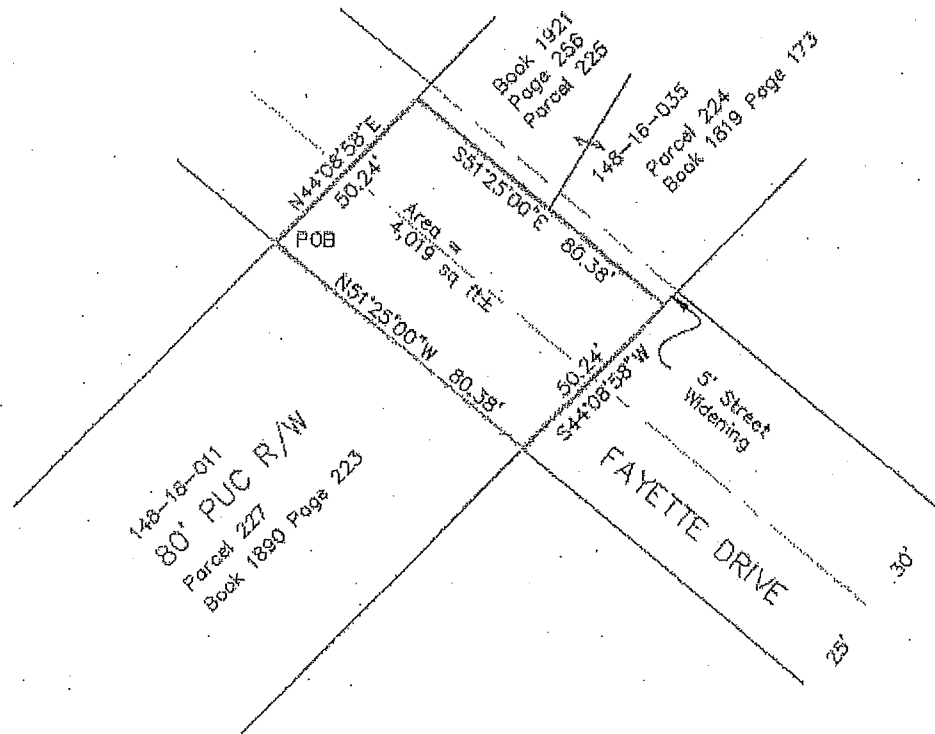
Page 1 of 1

Exh. A

EXHIBIT B TO  
EASEMENT DEED

*[Depiction of the Easement Area]*

# Exhibit "B"



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, 10<sup>th</sup> 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](mailto: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: \_\_\_\_\_

Name: Daniel H. Rich  
Its: City Manager

*Asst. City Manager*

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

*for* Name: Jannie L. Quinn  
Its: City Attorney

*Sr. Asst. City Atty.*

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

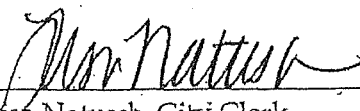
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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

## 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                    )  
  ) ss  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

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

### CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed dated \_\_\_\_\_ from the 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*  
Tony E. Durkee, PLS5773



END OF DESCRIPTION

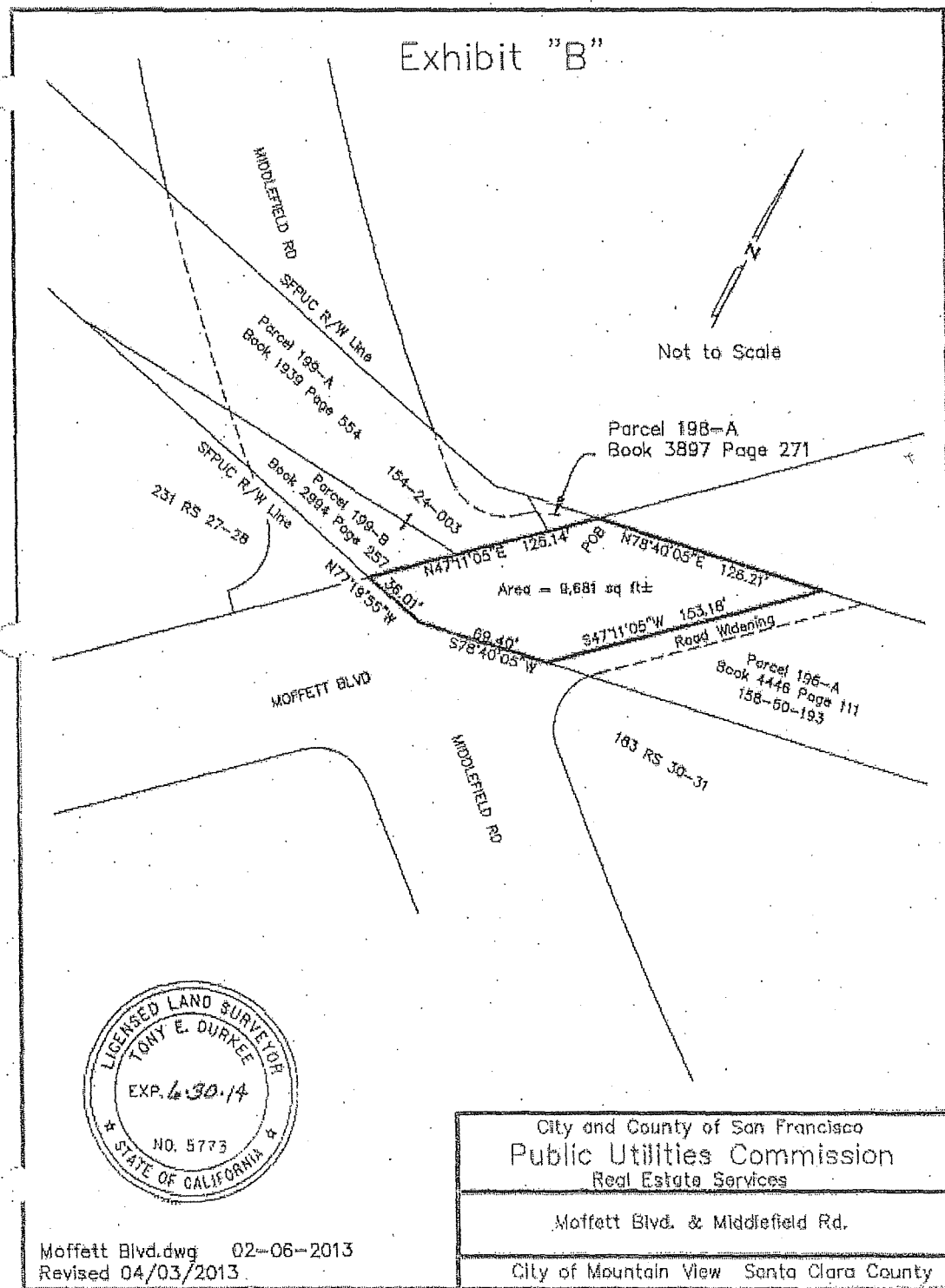
Page 1 of 1.

Exh. A

EXHIBIT B TO  
EASEMENT DEED

*[Depiction of the Easement Area]*

# Exhibit "B"



**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, 10<sup>th</sup> 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](mailto: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: Daniel H. Rich *Asst. City Manager*  
Its: City Manager

By: *Jannie L. Quinn*  
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

## 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 \_\_\_\_\_            ) ss

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

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

### CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed dated \_\_\_\_\_ from the 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°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°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°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°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*  
Tony E. Durkee, PLS5773



END OF DESCRIPTION

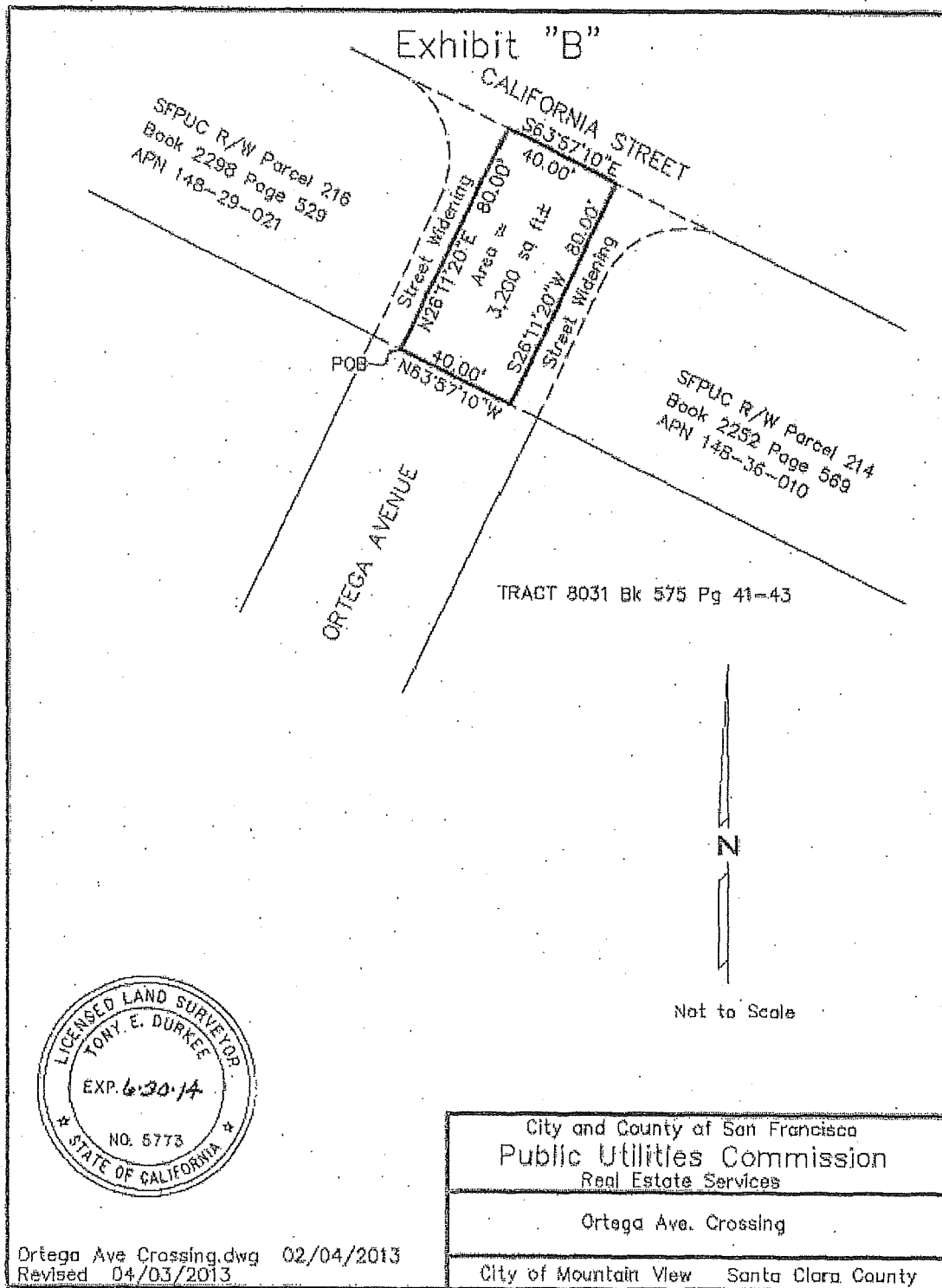
Page 1 of 1

Exh. A

EXHIBIT B TO  
EASEMENT DEED

*[Depiction of the Easement Area]*





Exh. B

**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, 10<sup>th</sup> 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](mailto: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:

Name: Daniel H. Rich

Its: City Manager

By:

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

CG-205 (03-01-18)



## 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                    )  
  ) ss  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

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

### CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed dated \_\_\_\_\_ from the 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 2165, 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;

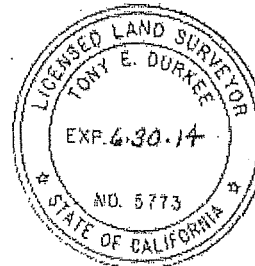
thence North  $71^{\circ}11'20''$  East, 79.71 feet to the POINT OF BEGINNING.

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*  
Tony E. Durkee, PL55773



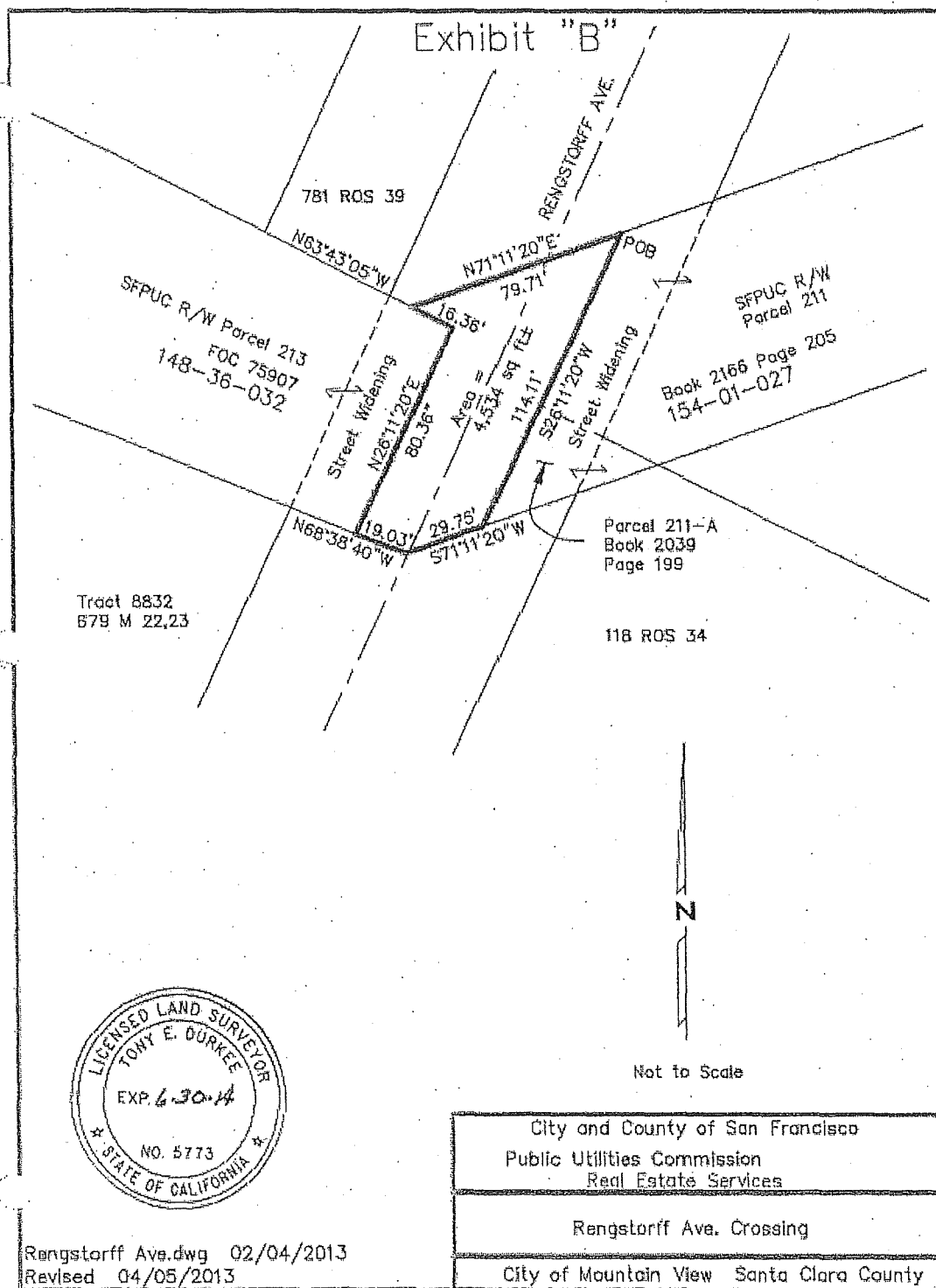
END OF DESCRIPTION

Page 1 of 1

Exh. A

EXHIBIT B TO  
EASEMENT DEED

*[Depiction of the Easement Area]*



**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, 10<sup>th</sup> 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@sfwater.org](mailto: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: Daniel H. Rich *Asst. City Manager*  
Its: City Manager

By: *Jannie L. Quinn*  
for 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

## 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                    )  
  ) ss  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

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

### CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed dated \_\_\_\_\_ from the 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);

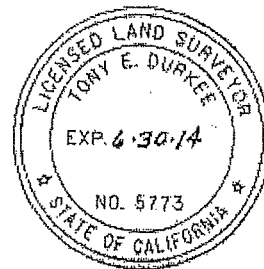
thence South 69°43'23" East, 50.22 feet along the northeasterly line of said parcel 221 extended southeasterly to the **POINT OF BEGINNING**;

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*  
Tony E. Durkee, PLSS773



END OF DESCRIPTION

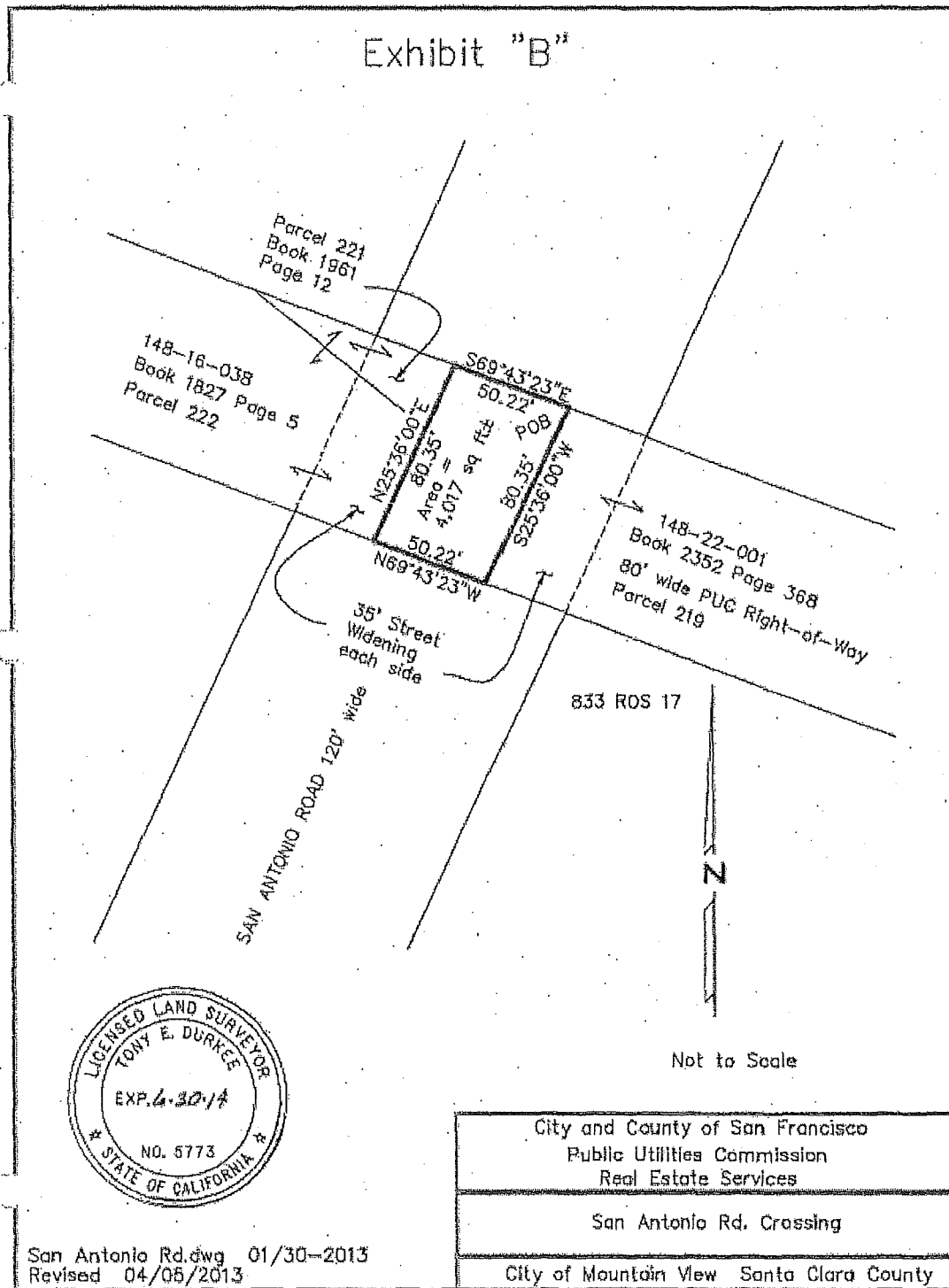
Page 1 of 1

Exh. A

EXHIBIT B TO  
EASEMENT DEED

*[Depiction of the Easement Area]*

# Exhibit "B"



Exh. B

**EXHIBIT I-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, 10<sup>th</sup> 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](mailto: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 Stenberg*  
Name: for Daniel H. Riordan *Asst. City Manager*  
Its: City Manager

By: *Kristin Lopez, 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

## 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                    )  
  ) ss  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

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

### CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed dated \_\_\_\_\_ from the 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;

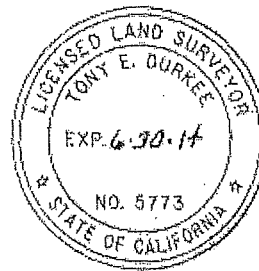
thence South  $77^{\circ}15'15''$  East, 63.67 feet to the **POINT OF BEGINNING**.

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*  
Tony E. Durkee, PLSS5773



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

ROAD

N0°20'15"E  
81.91'

STIERLIN

S0°20'15"W  
81.91'

S77°15'15"E  
63.67'

N77°15'15"W  
63.67'

POB



Not to Scale

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

Stierlin Road Crossing

City of Mountain View Santa Clara County

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



**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, 10<sup>th</sup> 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](mailto: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: City Manager

By: Kuhn Uyema, 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

**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 \_\_\_\_\_                ) ss

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

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



### CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed dated \_\_\_\_\_ from the 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  $80^{\circ}24'30''$  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  $16^{\circ}00'40''$  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  $80^{\circ}24'30''$  East, 40.25 feet to the southeast corner of said parcel number 194;

thence North  $16^{\circ}00'40''$  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



END OF DESCRIPTION

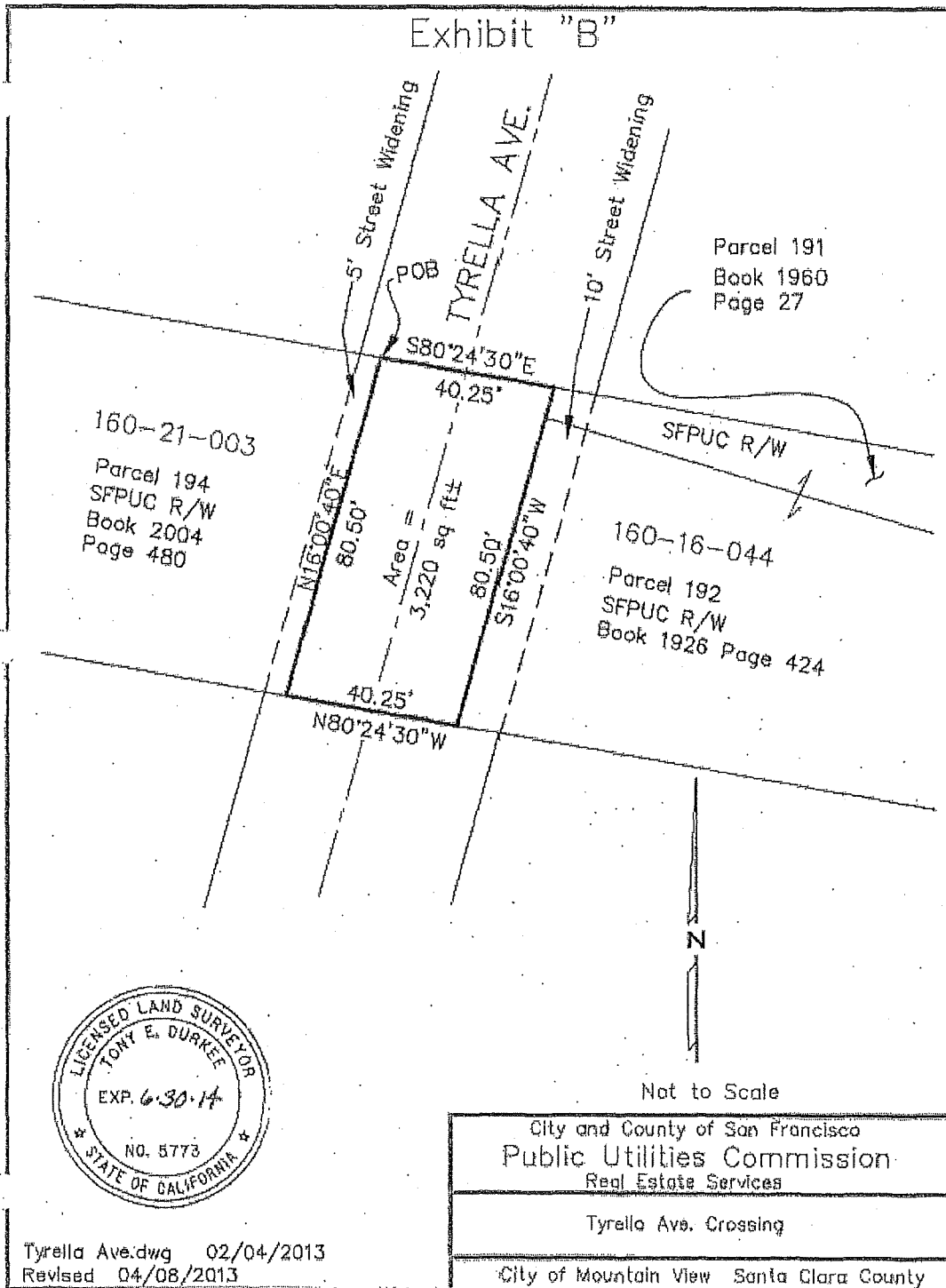
Page 1 of 1

Exh. A

EXHIBIT B TO  
EASEMENT DEED

*[Depiction of the Easement Area]*

# Exhibit "B"



**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, 10<sup>th</sup> 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@sfwater.org](mailto: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: Daniel H. Rich  
Its: City Manager

By: *Jannie L. Quinn*  
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.

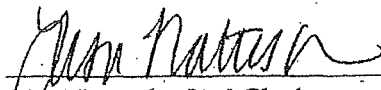
State of California  
County of Santa Clara

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

CG-205 (05-09-14)

## 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 \_\_\_\_\_            ) ss

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

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

### CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed dated \_\_\_\_\_ from the 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  $16^{\circ}25'30''$  East, 80.14 feet;

thence South  $76^{\circ}51'00''$  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);

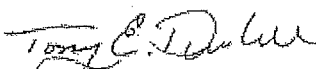
thence South  $16^{\circ}25'30''$  West, 80.14 feet to the southwest corner of Parcel 2 described in that certain deed recorded on March 5, 1953 in Book 2827, Page 339 Official Records of Santa Clara County, State of California, said parcel being known to the City and County of San Francisco as Parcel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

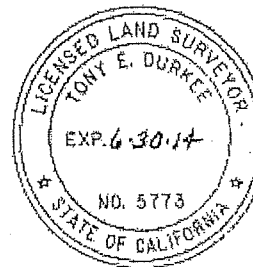
thence North  $76^{\circ}51'00''$  West, 40.06 feet to the **POINT OF BEGINNING**.

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, PLSS773



END OF DESCRIPTION

Page 1 of 1

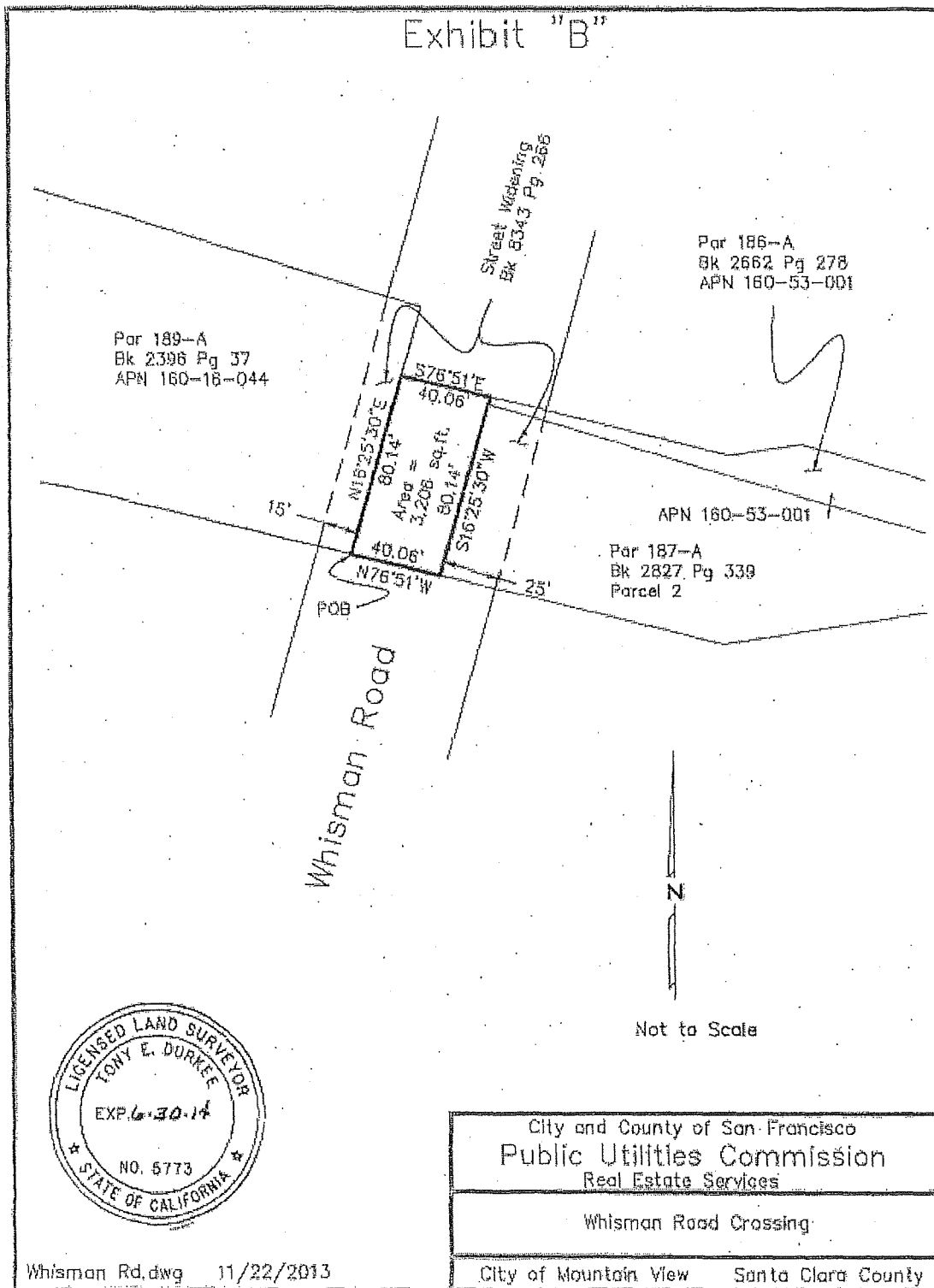
Exh. A



**EXHIBIT B TO**  
**EASEMENT DEED**

*[Depiction of the Easement Area]*

# Exhibit "B"



## PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 19-0099

WHEREAS, The City and County of San Francisco (City), under the jurisdiction of the San Francisco Public Utilities Commission (SFPUC), owns in fee certain real property in the City of Mountain View (Mountain View) that contains the SFPUC's Bay Division Pipelines 3 and 4; and

WHEREAS, Mountain View occupies and uses for recreational purposes several SFPUC parcels (SFPUC Parcels) pursuant to seven existing, outdated SFPUC permits (Existing Permits); and

WHEREAS, Mountain View desires to construct a new public park (Fayette Park) over City property adjacent to Fayette Drive in Mountain View (known as SFPUC Parcels 227, 228, and 229); and

WHEREAS, City, through the SFPUC, owns a parcel of real property identified as SFPUC Parcel 199-A that consists of a vacant unlicensed parcel between Stierlin Road and Moffett Boulevard (Maintenance Parcel); and

WHEREAS, The SFPUC has identified 29 trees located on certain parcels of City property located in Mountain View that pose hazards or risks to the SFPUC pipelines and appurtenances and should be removed in accordance with the SFPUC Right of Way Encroachment Policy and the SFPUC Right of Way Integrated Vegetation Management Policy; and

WHEREAS, The SFPUC seeks Mountain View's agreement to remove the identified 29 trees and maintain the Maintenance Parcel and Mountain View's assistance with community outreach in the SFPUC's ongoing efforts to remove existing and future encroachments by adjoining third-party landowners upon City property within Mountain View; and

WHEREAS, The SFPUC lacks documentation of permanent rights in nine parcels of real property (Gap Parcels) that constitute portions of the SFPUC's pipeline right-of-way that lie beneath the following street crossings located in Mountain View: Crisanto Avenue, Fayette Drive, Moffett Boulevard, Ortega Avenue, Rengstorff Avenue, San Antonio Road, Stierlin Road, Tyrella Avenue, and Whisman Road; and

WHEREAS, In order to perfect the SFPUC's rights in, and use of, the Gap Parcels and the SFPUC's pipelines and related appurtenances within, across, and under the Gap Parcels for the protection of its assets and benefit of its rate payers, the SFPUC desires to obtain from Mountain View permanent easement rights under and across the Gap Parcels to avoid the potential risk and huge costs of being forced to relocate its infrastructure located in the Gap Parcels; and

WHEREAS, The SFPUC and Mountain View desire to enter into a Memorandum of Agreement (MOA) that provides for the SFPUC's issuance of seven, revocable modern licenses to replace the seven outdated Existing Permits on the SFPUC Parcels and issuance of a new revocable license to allow Mountain View to construct and operate Fayette Park for public use, for a total of eight revocable licenses (New Licenses); and

WHEREAS, The eight New Licenses will have a total potential license term of 20 years, each with an initial 10-year term, and two five-year extension terms that will automatically take effect unless (1) the license is previously terminated or (2) Mountain View is in default under the terms of the license; and

WHEREAS, As consideration for the eight revocable New Licenses, Mountain View shall provide the following consideration to SFPUC under the MOA: (1) the grant of permanent, subsurface easement rights to the SFPUC, at no cost, in order to perfect the SFPUC's rights in, and use of, the Gap Parcels, (2) Mountain View's removal of 29 trees that present pipeline hazards located on certain City property within Mountain View in accordance with the SFPUC's Right of Way Encroachment Policy and the SFPUC's Right of Way Integrated Vegetation Management Policy, (3) Mountain View's assistance in the SFPUC's ongoing efforts under these policies to remove encroachments by adjoining third-party landowners upon certain other portions of the SFPUC's pipeline right-of-way within Mountain View, and (4) Mountain View's reimbursement of the SFPUC's costs of mitigation and removal of Mountain View's improvements if the SFPUC needs to disrupt Mountain View's improvements on the SFPUC Parcels; and

WHEREAS, The MOA shall remain in effect so long as one of the eight New Licenses remains in effect, and thus has a term of up to 20 years; and

WHEREAS, Based upon the substantial non-monetary consideration to be received from Mountain View in exchange for the New Licenses, the SFPUC recommends that the Board of Supervisors waive the appraisal requirements in San Francisco Administrative Code Section 23.3 and Section 23.30 for this transaction; and

WHEREAS, In January 2011, the SFPUC adopted a Community Benefits Policy which seeks to promote, among other things, educational programming, community health, and environmental justice in the communities impacted by the SFPUC's activities; and

WHEREAS, Mountain View's recreational use of the SFPUC Parcels for non-monetary consideration is consistent with this policy by promoting community health in Mountain View; and

WHEREAS, The City Council of Mountain View authorized the Mountain View City Manager to sign the MOA and the easement deeds in February of 2016; and

WHEREAS, The SFPUC is a Responsible Agency under the California Environmental Quality Act (CEQA) for this action because approval of the MOA is a discretionary action under CEQA. On February 2, 2016 the City of Mountain View determined that the proposed MOA, including the licenses and easements is categorically exempt under Sections 15332, 15321, and 15301(h) ("Infill Development Projects", "Enforcement Actions by Regulatory Agencies", and

"Existing Facilities") of the CEQA Guidelines: On February 3, 2016 the City of Mountain View issued a Notice of Exemption (NOE); and

WHEREAS, As a Responsible Agency, the SFPUC finds that: (1) the SFPUC has reviewed the MOA and reviewed and considered the categorical exemption and Notice of Exemption (NOE) issued by the City of Mountain View determined that the MOA is within the scope of the City of Mountain View's CEQA determination, and that this document is adequate for the SFPUC's use in approving the MOA; and

WHEREAS, The categorical exemption and the NOE are part of the record of this approval and are available for public review at the SFPUC offices, Real Estate Services Division, 525 Golden Gate Avenue, 8th floor, San Francisco, California, which is the custodian of records for the revocable license approval; and the City of Mountain View did not adopt mitigation measures for the actions contained in the MOA. The SFPUC has no direct authority or responsibility with respect to these actions; now, therefore be it

RESOLVED, This Commission has considered the information in the categorical exemption and the Notice of Exemption and the record as a whole, finds that the categorical exemption and the Notice of Exemption are adequate for its use as the decision-making body for the action taken herein; and be it

FURTHER RESOLVED, This Commission further finds that since the categorical exemption and the Notice of Exemption were finalized, there have been no project changes and no substantial changes in project circumstances that would require changes to the determinations of the City of Mountain View due to the involvement of any significant environmental effects, and there is no new information of substantial importance that would change the conclusions set forth in the categorical exemption; and be it

FURTHER RESOLVED, That this Commission hereby approves the terms and conditions of the MOA; and be it

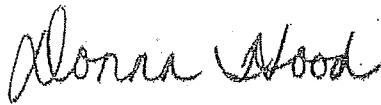
FURTHER RESOLVED, This Commission hereby ratifies, approves, and authorizes all actions heretofore taken by any City official in connection with the MOA; and be it

FURTHER RESOLVED, That this Commission hereby authorizes the SFPUC General Manager to request the Board of Supervisors' and the Mayor's approval of an ordinance that (1) waives the appraisal requirements contained in San Francisco Administrative Code Sections 23.3 and 23.30 and (2) approves the MOA, the SFPUC's issuance of the New Licenses, and the City's acceptance from Mountain View of nine, no-cost easements for the Gap Parcels (collectively, the Agreements); and be it

FURTHER RESOLVED, That this Commission authorizes the SFPUC General Manager and/or City's Director of Property, following approval by the Board of Supervisors and Mayor, to execute the Agreements; and be it

FURTHER RESOLVED, That this Commission hereby authorizes the SFPUC General Manager and/or City's Director of Property to enter into any amendments or modifications to the Agreements, including without limitation, any exhibits, that the General Manager or Director of Property determines, in consultation with the City Attorney, are in the best interest of City; do not materially increase the obligations or liabilities of City; are necessary or advisable to effectuate the purposes and intent of the Agreements or this resolution; and are in compliance with all applicable laws, including the City Charter.

*I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of May 28, 2019.*

A handwritten signature in cursive script, appearing to read "Donna Wood".

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*Secretary, Public Utilities Commission*



**San Francisco**  
**Water Power Sewer**  
 Services of the San Francisco Public Utilities Commission


525 Golden Gate Avenue, 13th Floor  
 San Francisco, CA 94102  
 T 415.554.3155  
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 TTY 415.554.3488

BOARD OF SUPERVISORS  
 SAN FRANCISCO

2019 JUN 17 AM 11:27

BY B

**TO:** Angela Calvillo, Clerk of the Board

**FROM:** Christopher Whitmore, Policy and Government Affairs 

**DATE:** June 17, 2019

**SUBJECT:** Memorandum of Agreement – Issuance of Revocable  
 Licenses and Easements Agreements – Mountain View –  
 Waiver of Administrative Code Appraisal Requirements

Please see the attached ordinance approving the terms and conditions of, and authorizing the General Manager of the San Francisco Public Utilities Commission (SFPUC) to seek approval from the Board of Supervisors and Mayor to execute, a Memorandum of Agreement (MOA) with the City of Mountain View, California with a term of up to twenty years, providing for the SFPUC's issuance to Mountain View of eight revocable licenses (New Licenses) for the use of SFPUC lands for public recreational purposes in exchange for Mountain View's grant to the SFPUC of nine easements (Proposed Easements) and Mountain View's agreement to perform other services, subject to Board of Supervisors approval pursuant to Charter Section 9.118; exempting the MOA, the New Licenses, and the Proposed Easements from the appraisal requirements of San Francisco Administrative Code Section 23.3 and Section 23.30; affirming the SFPUC's determination under the California Environmental Quality Act; and making findings, including findings of consistency with the General Plan and the eight priority policies of Planning Code Section 101.1(b).

The following is a list of accompanying documents (2 sets):

1. Board of Supervisors Resolution
2. Legislative Digest
3. Mountain View MOA
4. General Plan Referral
5. Right of Way Vegetation Management Policy
6. Encroachment Policy (2007)
7. Final Recorded CEQA Notice of Exemption
8. License Agreements
9. Easement Deeds
10. SFPUC Reso. 19-0099

**London N. Breed**  
 Mayor

**Ann Moller Caen**  
 President

**Francesca Vietor**  
 Vice President

**Anson Moran**  
 Commissioner

**Sophie Maxwell**  
 Commissioner

**Tim Paulson**  
 Commissioner

**Harlan L. Kelly, Jr.**  
 General Manager

Please contact Christopher Whitmore at (415) 934-3906 if you need any additional information on these items.

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



File #190703  
 Received in Comm  
 10/16/15



Mountain View

Senior Garden

Rengstorff Park

Klein Park

Fayette Park

0 150 300 600 900 1,200  
 Feet



The City does not guarantee that the information is accurate or complete. The City is not responsible for any damages arising from the use of data. Users should verify the information before making project commitments.

SFPUC land (fee owned)

SFPUC Pipelines

License Area

## San Francisco Public Utilities Commission Mountain View MOU

License Areas shown in the MOU between  
 City and County of San Francisco  
 and the City of Mountain View  
 Page 1 of 2







0 185 370 740 1,110 1,480 Feet



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SFPUC land (fee owned)

— SFPUC Pipelines

□ License Area

## San Francisco Public Utilities Commission Mountain View MOU

License Areas shown in the MOU between  
City and County of San Francisco  
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Page 2 of 2



Hetch Hetchy  
Regional Water System  
Service of the San Francisco Public Utilities Commission