

File No. 211001

Committee Item No. 5

Board Item No. 11

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date October 27, 2021

Board of Supervisors Meeting Date November 2, 2021

Cmte Board

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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>PUC Resolution No. 21-0110 7/13/21</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>PUC Executed Declaration 5/20/21</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>PUC Approval of Property Appraisals</u> |
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Completed by: Linda Wong Date October 22, 2021

Completed by: Brent Jalipa Date October 29, 2021

1 [Real Property Sale Agreement - State of California - Portions of SFPUC Parcel No. 65 - State
2 Route 84 / Interstate 680 Widening Project in Alameda County - \$152,952]

3 **Resolution 1) approving and authorizing the General Manager of the San Francisco**
4 **Public Utilities Commission (“SFPUC”) and/or the Director of Property, on behalf of the**
5 **City and County of San Francisco (“City”), to sell certain real property located along**
6 **State Route 84 and Interstate 680 in unincorporated Alameda County to the State of**
7 **California, acting through its California Department of Transportation (“Caltrans”), and**
8 **the Alameda County Transportation Commission (“Alameda CTC” and together with**
9 **Caltrans, the “Buyers”); 2) approving and authorizing an Agreement for Sale of Real**
10 **Estate (“Sale Agreement”) for the sale of the Property to the Buyers, which includes a**
11 **liquidated damages clause in case of default by the City; 3) authorizing the SFPUC**
12 **General Manager and/or City’s Director of Property to execute the Sale Agreement,**
13 **make certain modifications, and take certain actions in furtherance of this Resolution**
14 **and the Sale Agreement, as defined herein; 4) adopting findings declaring that the real**
15 **property is “surplus land” and “exempt surplus land” pursuant to the California**
16 **Surplus Lands Act; 5) determining that a competitive bidding process for the**
17 **conveyance of the Property is impractical and not in the public interest, in accordance**
18 **with Section 23.3 of the Administrative Code; 6) affirming the Planning Department’s**
19 **determination under the California Environmental Quality Act and adopting the findings**
20 **required by Section 15091 of the CEQA Guidelines previously adopted by Caltrans in**
21 **conjunction with the Project; and 7) adopting the Planning Department’s findings that**
22 **the Sale Agreement, and the transaction contemplated therein, is consistent with the**
23 **General Plan, and the eight priority policies of Planning Code, Section 101.1.**

1 WHEREAS, The City owns certain real property under the jurisdiction of the San
2 Francisco Public Utilities Commission (SFPUC) located along State Route 84 ("SR-84") and
3 Interstate 680 ("I-680") in the unincorporated Town of Sunol, Alameda County, consisting of
4 underutilized unimproved portions of SFPUC Parcel 65, also designated as portions of
5 Assessor's Parcel Block Nos. 96-375-6-8, 96-375-6-11, 96-375-7-3, and 96-375-12-2; and

6 WHEREAS, Buyers propose to widen and conform SR-84 to expressway standards,
7 improve the SR-84/I-680 interchange ramps, and extend the existing southbound I-680
8 HOV/express lane ("Project"); and

9 WHEREAS, As a component of the Project, Caltrans desires to acquire from City
10 approximately 257,182 square feet of unimproved agricultural land, approximately 99,638
11 square feet of easement area, and 1,609.09 linear feet of abutter's rights; and

12 WHEREAS, As another Project component, Caltrans desires to purchase
13 approximately 56,175 square feet of electrical utility easements to convey to Pacific Gas &
14 Electric Company ("PG&E") to accommodate the relocation of PG&E electrical utilities
15 dislocated by the Project; and

16 WHEREAS, As another Project component, the Alameda CTC seeks to purchase from
17 City an approximately a 5,371 square-foot portion of Assessor's Parcel Block No. 96-375-6-
18 11, and a 30,941 square foot non-exclusive access easement located within Assessor's
19 Parcel Block No. 96-375-12-2; and

20 WHEREAS, The fee interests, easement areas, and abutter's rights that City proposes
21 to sell to Buyers are collectively referred to herein as the "Property"; and

22 WHEREAS, Caltrans has the authority to exercise the power of eminent domain and
23 compel City to sell the Property; and

24 WHEREAS, Buyers and City recognize the expense, time, effort, and risk to both
25 parties in determining the compensation for acquiring the Property by eminent domain

1 litigation, and to avoid such litigation, Buyers and City desire to enter into the Agreement for
2 Sale of Real Estate ("Sale Agreement"); and

3 WHEREAS, The SFPUC has no utility use for the unimproved Property, which was
4 deemed underutilized per an SFPUC statement of underutilization for the Real Property dated
5 May 18, 2021, signed by the Assistant General Managers of the Water, Wastewater, and
6 Power Enterprises; and

7 WHEREAS, On July 13, 2021, per SFPUC Commission Resolution 21-0110, the
8 SFPUC Commission declared the Property surplus to its utility needs pursuant to Charter
9 Section 8B.121(e), and approved the terms and conditions of the Sale Agreement, subject to
10 approval by the Board of Supervisors; and

11 WHEREAS, On July 13, 2021, per SFPUC Commission Resolution 21-0110, the
12 SFPUC Commission declared the Property as "surplus land," as defined in California
13 Government Code Section 55421(b), because it is owned in fee simple by City and not
14 necessary for City's use; and

15 WHEREAS, On July 13, 2021, per SFPUC Commission Resolution 21-0110, the
16 SFPUC Commission declared the Property as "exempt surplus land," as defined in California
17 Government Code, Section 55421(f)(1)(D), because it is surplus land that the City is
18 transferring to another local agency and a state agency for the agencies' use; and

19 WHEREAS, Per Section 23.3 of the Administrative Code, the City may convey the
20 Property to Buyers without a competitive bidding process if the Board of Supervisors
21 determines a competitive process "is impractical, impossible, or is otherwise not in the public
22 interest, including, for example only and not by way of limitation, when the Real Property is
23 not capable of independent development, will be exchanged for other Real Property, or when
24 the Board determines that a negotiated direct Conveyance of the Real Property will further a
25 public purpose;" and

1 WHEREAS, On July 13, 2021, per SFPUC Commission Resolution 21-0110, the
2 SFPUC Commission determined that, in this case, a competitive bidding process is
3 impractical and otherwise not in the public interest because the sale of the Property to Buyers
4 will avoid the expense, time, effort, and risk of eminent domain litigation and will support the
5 construction of public highway improvements, and because the Property's location and
6 dimensions makes use by any other entity impractical; and

7 WHEREAS, The SFPUC intends to sell the Property to Buyers on an "as-is with all
8 faults" basis; and

9 WHEREAS, Buyers' offer of fair and just compensation in the sum of \$152,952 for their
10 purchase of the Property, including electrical utility easements that will be conveyed to PG&E,
11 was made in accordance with California Government Code, Section 7267.2, and the Buyers'
12 appraisals of value conformed to Standards Rule 2-2(a) of the Uniform Standards of
13 Professional Appraisal Practice; and

14 WHEREAS, On June 17, 2021, City's Director of Property reviewed and concurred with
15 Caltrans' conclusion that the value of the Property is \$152,952; and

16 WHEREAS, Acting as the Lead Agency under California Environmental Quality Act
17 ("CEQA") and National Environmental Policy Act ("NEPA"), Caltrans (in cooperation with the
18 Alameda CTC) prepared the SR 84 Expressway Widening and SR 84/I-680 Interchange
19 Improvements Project Environmental Impact Report/Environmental Assessment ("EIR/EA")
20 with Findings of No Significant Impact ("FONSI"), pursuant to the provisions of CEQA and
21 NEPA; and Caltrans certified the EIR on May 30, 2018 (State Clearinghouse Number
22 2016052033), and a Notice of Determination has been published for compliance with CEQA,
23 and Caltrans has issued a FONSI for compliance with NEPA; and

24 WHEREAS, Following certification, design changes were incorporated into the Project,
25 which required a subsequent review and revalidation of the approved EIR/EA and FONSI; and

1 additional environmental review was conducted, necessary documentation provided, and the
2 revalidation process completed, and Caltrans provided concurrence with the previous
3 NEPA/CEQA conclusion and determined in its NEPA/CEQA Revalidation Form dated July 13,
4 2020, that the 2018 Final EIR/EA and FONSI remains valid; and

5 WHEREAS, The SFPUC is a Responsible Agency for the Project under CEQA
6 because a portion of the Project requires SFPUC consent for Buyers' use and purchase of
7 SFPUC right-of-way; and

8 WHEREAS, The SFPUC has reviewed the Final EIR/EA and FONSI and NEPA/CEQA
9 Revalidation Form and determined that SFPUC's issuance of a Sale Agreement for the
10 Project is within the scope of the Project's CEQA approval and that these documents are
11 adequate for SFPUC's use in issuing the Sale Agreement for the Project; and the EIR/EA and
12 FONSI, the NEPA/CEQA Revalidation Form, CEQA Findings, and other Project materials that
13 are part of the record of this approval are available for public review at the SFPUC offices,
14 Real Estate Services Division, 525 Golden Gate Avenue, 10th Floor, San Francisco, CA; and

15 WHEREAS, Since Caltrans approved the Project and completed the Revalidation of
16 the EIR/EA and FONSI, there have been no substantial changes in the Project or changes in
17 Project circumstances that would result in new significant environmental effects or an increase
18 in the severity of previously identified significant impacts, and there is no new information of
19 substantial importance that would change the conclusions set forth in the EIR/EA and FONSI;
20 and

21 WHEREAS, Buyers have adopted the mitigation measures included in the EIR/EA and
22 FONSI and set forth in the mitigation program and have assumed responsibility for their
23 implementation; and the SFPUC has no direct authority or responsibility with respect to the
24 Project other than to enable the Project sponsors through issuance of the Sale Agreement to
25 carry out the proposed action; and

1 WHEREAS, The Planning Department, by letter dated May 5, 2021, which letter is on
2 file with the Clerk of the Board of Supervisors under File No. 211001 and which letter is
3 incorporated herein by this reference, found that the conveyance of the Property to Buyers is
4 consistent with the City's General Plan, and with the eight priority policies of Planning Code,
5 Section 101.1 and that the Project received CEQA clearance under the EIR/EA; and

6 WHEREAS, A copy of the Sale Agreement is on file with the Clerk of the Board of
7 Supervisors under File No. 211001, which is incorporated herein by this reference and is
8 considered part of the record before this Board; and

9 WHEREAS, The SFPUC has by its Resolution No. 21-0110, dated July 13, 2021, a
10 copy of which is on file with the Clerk of the Board in File No. 211001 approved the Sale
11 Agreement and authorized the SFPUC General Manager to execute the necessary
12 conveyance documents for the sale of the Property, including the Sale Agreement, upon
13 approval from the Board of Supervisors and Mayor; now, therefore, be it

14 RESOLVED, That the Board of Supervisors hereby adopts the findings contained in the
15 recitals set forth above as if set forth fully herein, and also adopts the findings required by
16 Section 15091 of the CEQA Guidelines previously adopted by Caltrans in conjunction with
17 Caltrans' approval of the Project; and, be it

18 FURTHER RESOLVED, That the Board of Supervisors hereby finds, in consideration
19 of the foregoing, that the Property is "surplus land," as defined in California Government
20 Code, Section 55421(b) because it is owned in fee simple by City and not necessary for City's
21 use; and, be it

22 FURTHER RESOLVED, That the Board of Supervisors hereby finds, in consideration
23 of the foregoing, that the Property is "exempt surplus land," as defined in Government Code,
24 Section 54221(f)(1)(D) because it is surplus land that the City is transferring to another local
25 agency and a state agency for the agencies' use; and, be it

1 FURTHER RESOLVED, That the Board of Supervisors hereby determines, in
2 accordance with Section 23.3 of the Administrative Code, that a competitive bidding process
3 for the conveyance of the Property is impractical and is otherwise not in the public interest
4 because the sale of the Property to the Buyers will avoid the expense, time, effort, and risk of
5 eminent domain litigation and will support the construction of public highway improvements
6 and because the Property's location and dimension makes use by any other entity impractical;
7 and, be it

8 FURTHER RESOLVED, That the Board of Supervisors hereby finds that the
9 conveyance of the Property to Buyers is consistent with the General Plan, and with the eight
10 priority policies of City Planning Code, Section 101.1 for the same reasons as set forth in the
11 letter of the Director of Planning dated May 5, 2021, and hereby incorporates such findings as
12 though fully set forth in this Resolution; and, be it

13 FURTHER RESOLVED, That, in accordance with the recommendation of the SFPUC,
14 the Board of Supervisors approves and authorizes the SFPUC to sell the Property to Buyers
15 for \$152,952; and, be it

16 FURTHER RESOLVED, That, in accordance with the recommendation of the SFPUC,
17 the Board of Supervisors approves the Sale Agreement presented to the Board, including the
18 liquidated damages clause in case of default by City, and approves and authorizes the
19 SFPUC General Manager and/or City's Director of Property to take all actions necessary or
20 appropriate to sell the Property and effectuate the Sale Agreement and this Resolution; and,
21 be it

22 FURTHER RESOLVED, That the SFPUC General Manager and/or City's Director of
23 Property is hereby authorized and urged in the name and on behalf of the City and County, to
24 execute the Sale Agreement for the sale of the Property to Buyers in accordance with the
25 terms and conditions of the Sale Agreement, and to take any all steps (including, but not

1 limited to, the execution and delivery of any and all certificates, agreements, notices,
2 consents, escrow instructions, closing documents and other instruments or documents) as the
3 SFPUC General Manager and/or City's Director of Property deems necessary or appropriate
4 pursuant to the Sale Agreement, or to otherwise effectuate the purpose and intent of this
5 Resolution, such determination to be conclusively evidenced by the execution and delivery by
6 the SFPUC General Manager and/or City's Director of Property of any such documents; and,
7 be it

8 FURTHER RESOLVED, That in accordance with the recommendation of the SFPUC
9 General Manager, the Board of Supervisors hereby ratifies, approves, and authorizes all
10 actions heretofore taken by any City official in connection with the Sale Agreement and the
11 transaction contemplated thereby; and, be it

12 FURTHER RESOLVED, That the Board of Supervisors authorizes the SFPUC General
13 Manager and/or City's Director of Property, in consultation with the Office of the City Attorney,
14 to enter into any additions, amendments, or other modifications to the Sale Agreement
15 (including, without limitation, the exhibits and ancillary agreements attached to the Sale
16 Agreement), that the SFPUC General Manager and/or City's Director of Property determine
17 are in the best interests of the City, do not materially decrease the benefits to the City with
18 respect to the Property, do not materially increase the obligations or liabilities of either SFPUC
19 or the City, are necessary or advisable to complete the transaction contemplated in the Sale
20 Agreement, effectuate the purpose and intent of this Resolution, such determination to be
21 conclusively evidenced by the execution and delivery by the SFPUC General Manager and/or
22 City's Director of Property of any such additions, amendments, or other modifications, and are
23 in compliance with all applicable laws, including the City Charter; and, be it

1 FURTHER RESOLVED, That within thirty (30) days after the Closing (as defined
2 in the Sale Agreement), the SFPUC shall provide any applicable final contracts to the Clerk
3 of the Board for inclusion into the official file.

4
5
6 RECOMMENDED:

7
8 /s/_____

9 Andrico Penick

10 Director of Property
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AGREEMENT FOR SALE OF REAL ESTATE

by and between

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

and

**STATE OF CALIFORNIA, acting by and through its,
DEPARTMENT OF TRANSPORTATION,
an executive department of the State of California,**

and

**ALAMEDA COUNTY TRANSPORTATION COMMISSION,
a California joint powers authority
together as Buyer,**

**for the sale and purchase of unimproved land and easement interests in
SFPUC Parcel No. 65
in the unincorporated Town of Sunol,
Alameda County, State of California.**

June 7, 2021

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LIST OF EXHIBITS

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EXHIBIT I	FORM OF ACCESS EASEMENT DEED TO ALAMEDA COUNTY TRANSPORTATION COMMISSION

AGREEMENT FOR SALE OF REAL ESTATE

(portions of SFPUC Parcel 65, designated as
Assessor's Parcel Numbers 096-0375-006-11; 096-0375-007-03;
096-0375-006-08; and 096-0375-012-02, located in an
unincorporated area of Alameda County, State of California)

THIS AGREEMENT FOR SALE OF REAL ESTATE (this "**Agreement**") dated for reference purposes only as of June 7, 2021, is by and among the CITY AND COUNTY OF SAN FRANCISCO, a California municipal corporation ("**City**"), acting by and through its PUBLIC UTILITIES COMMISSION ("**SFPUC**"), on the one hand, and the STATE OF CALIFORNIA, acting by and through its Department of Transportation ("**Caltrans**"), an executive department of the State of California, and the ALAMEDA COUNTY TRANSPORTATION COMMISSION, a California joint powers authority ("**Alameda CTC**"), on the other hand. Caltrans and the Alameda CTC are referred to in this Agreement as "**Buyer**," and City and Buyer sometimes collectively are referred to in this Agreement as the "**Parties**" or singularly as a "**Party**."

RECITALS

A. City, through the SFPUC, owns unimproved real property located along State Route 84 ("**SR-84**") and Interstate 680 ("**I-680**") in the unincorporated Town of Sunol, Alameda County, State of California, designated by the SFPUC as Parcel No. 65, and described in the attached **Exhibit A-1** ("**City's Real Property**"). City's Real Property is also designated as portions of Assessor's Parcel Numbers 096-375-06-008, 096-375-06-011, 096-375-07-003, and 096-375-12-002 and shown generally on the attached **Exhibit A-2**.

B. Caltrans, in cooperation with Alameda CTC, proposes to widen and conform SR-84 to expressway standards between south of Ruby Hill Drive and the I-680 interchange ("**Project**") in or over certain portions of City's Real Property. The Project seeks to (1) alleviate existing and projected traffic congestion and improve traffic circulation between SR-84 and I-680, and in the vicinity of the SR-84/I-680 interchange; (2) improve safety for motorists and cyclists on this segment of SR-84; (3) complete the statutory designation of this segment of SR-84 as an expressway facility; and (4) extend the existing southbound I-680 High Occupancy Vehicle/express lane ("**HOV/Express Lane**") northward by approximately two (2) miles in the City of Pleasanton, the Town of Sunol, and in unincorporated Alameda County.

C. Buyer seeks to purchase fee and easement interests in those portions of City's Real Property described in Section 1 [Purchase and Sale] below.

D. Buyer has the authority to exercise the power of eminent domain and compel City to sell portions of City's Real Property. Buyer and City recognize the expense, time, effort, and risk to both Parties in determining the compensation for acquiring City's Real Property by eminent domain litigation. To avoid such litigation, the Parties desire to enter into this Agreement upon the terms and conditions set forth below.

E. Further, because the Parties are public agencies, the State Surplus Lands Act noticing requirements do not apply to the sale of City's Real Property as contemplated in this Agreement.

F. Acting as the California Environmental Quality Act (CEQA) Lead Agency, Caltrans prepared the SR 84 Expressway Widening and SR 84/I-680 Interchange Improvements Project Final Environmental Impact Report (“**FEIR**”)/Environmental Assessment with Finding of No Significant Impact (“**FONSI**”), pursuant to the provisions of CEQA and the National Environmental Policy Act (“**NEPA**”), which was certified by Caltrans on May 30, 2018 (State Clearinghouse Number 2016052033).

G. City is a responsible agency under CEQA for review and approval of aspects of the Project. City has reviewed and considered the FEIR/FONSI and Project approval documents and has approved this Agreement and adopted findings required under CEQA. Alameda CTC adopted the mitigation measures included in the FEIR/FONSI and set forth in the Environmental Commitments Record and assumed responsibility for their implementation.

H. Pending consummation of this Agreement, the Parties entered into that certain License Agreement and Deposit Receipt, dated for reference purposes as of April 29, 2020 (“**License Agreement**”), in which City granted to Caltrans temporary possession and use of portions of City’s Real Property to construct certain Project components and meet its project certification deadline. The License Agreement expires the earlier of December 31, 2022, or the date this Agreement is fully executed by the Parties and the deeds granting fee and easement interests to Caltrans are recorded in the Official Records of Alameda County. In lieu of charging Caltrans a license fee for early possession and use of City’s Real Property, the License Agreement requires Caltrans to pay to City a one-time non-refundable deposit (“**Purchase Transaction Deposit**”) in the amount of One Hundred Fifty Thousand Six Hundred Thirty-Three Dollars (\$150,633), which shall be applied to the Purchase Price (defined in Section 2 [Purchase Price; Purchase Transaction Deposit] below).

I. The SFPUC recommends the sale of City’s Real Property to Caltrans and Alameda CTC pursuant to SFPUC Resolution No. _____, subject to approval by City’s Board of Supervisors and Mayor, on the terms and conditions set forth below.

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

1. PURCHASE AND SALE

1.1 Property Included in Sale to Caltrans

Subject to the terms, covenants, and conditions contained in this Agreement, City agrees to sell and convey to Caltrans, and Caltrans agrees to purchase from City, the following land and easement interests:

(a) **Caltrans Fee Parcels.** Caltrans agrees to purchase from City the following unimproved portions of City’s Real Property in fee (the “**Caltrans Fee Parcels**”) described in the Quitclaim Deed to State of California attached as **Exhibit C** (the “**Quitclaim Deed to State of California**”):

With respect to Assessor’s Parcel No. 096-0375-006-11:

(i) An approximately 35,388 square-foot parcel that is (A) more particularly described in **Exhibit 1-1** to the Quitclaim Deed to State of California

and **(B)** designated as Caltrans Parcel No. 63869-1 on the Parcel 65 Relinquishments-Fee Quitclaims to Caltrans attached as **Exhibit B-1**;

(ii) an approximately 117,555 square-foot parcel that is **(A)** more particularly described in **Exhibit 1-1** to the Quitclaim Deed to State of California and **(B)** designated as Caltrans Parcel No. 63869-2 on the Parcel 65 Relinquishments-Fee Quitclaims to Caltrans Map attached **Exhibit B-1**;

(iii) an approximately 5,934 square-foot parcel that is **(A)** more particularly described in **Exhibit 1-1** to the Quitclaim Deed to State of California and **(B)** designated as Caltrans Parcel No. 63869-3 on the Parcel 65 Relinquishments-Fee Quitclaims to Caltrans Map attached **Exhibit B-1**; and

(iv) an approximately 1,845 square-foot parcel that is **(A)** more particularly described in **Exhibit 1-1** to the Quitclaim Deed to State of California and **(B)** designated as Caltrans Parcel No. 63869-4 on the Parcel 65 Relinquishments-Fee Quitclaims to Caltrans Map attached **Exhibit B-1**.

With respect to Assessor's Parcel No. 096-0375-007-03:

(v) an approximately 7,493 square foot parcel that is **(A)** more particularly described in **Exhibit 1-2** to the Quitclaim Deed to State of California and **(B)** designated as Caltrans Parcel No. 63868-1 on the Parcel 65 Relinquishments-Fee Quitclaims to Caltrans Map attached as **Exhibit B-1**;

(vi) an approximately 463 square foot parcel that is **(A)** more particularly described in **Exhibit 1-2** to the Quitclaim Deed to State of California and **(B)** designated as Caltrans Parcel No. 63868-2 on the Parcel 65 Relinquishments-Fee Quitclaims to Caltrans Map attached as **Exhibit B-1**; and

(vii) an approximately 3,001 square foot parcel that is **(A)** more particularly described in **Exhibit 1-2** to the Quitclaim Deed to State of California and **(B)** designated as Caltrans Parcel No. 63868-3 on the Parcel 65 Relinquishments-Fee Quitclaims to Caltrans Map attached as **Exhibit B-1**.

With respect to Assessor's Parcel No. 096-0375-012-02:

(viii) an approximately 72,251 square foot parcel that is **(A)** more particularly described in **Exhibit 1-3** to the Quitclaim Deed to State of California and **(B)** designated as Caltrans Parcel No. 63879-1 on the Parcel 65 Relinquishments-Fee Quitclaims to Caltrans Map attached as **Exhibit B-1**.

With respect to Assessor's Parcel No. 096-0375-006-08:

(ix) an approximately 12,839 square foot parcel that is **(A)** more particularly described in **Exhibit 1-4** to the Quitclaim Deed to State of California and **(B)** designated as Caltrans Parcel No. 63881-1 on the Parcel 65 Relinquishments-Fee Quitclaims to Caltrans Map attached as **Exhibit B-1**; and

(x) an approximately 440 square foot parcel that is more (A) particularly described in Exhibit 1-4 to the Quitclaim Deed to State of California and (B) designated as Caltrans Parcel No. 63881-2 on the Parcel 65 Relinquishments-Fee Quitclaims to Caltrans Map attached as Exhibit B-1.

(b) **Caltrans Abutters' Access Rights.** Caltrans agrees to purchase from City the following abutters' access rights (collectively, the "**Caltrans Abutters Rights**") described in the Abutters' Rights Deed to State of California attached as Exhibit D (the "**Caltrans Abutters' Rights Deed**") intended to improve traffic flow and safety by restricting direct vehicular access to SR-84 and instead directing such vehicular traffic to controlled intersections and to provide access for maintenance:

With respect to Assessor's Parcel No. 096-0375-006-11:

(i) all Caltrans Abutters Rights with respect to an approximately 43.29 linear-foot portion of a parcel of real property that is: (A) more particularly described in Exhibit 1-1 to the Caltrans Abutters' Rights Deed and (B) designated as Caltrans Parcel No. 63869-9 on the Parcel 65 Relinquishments-Caltrans Access Easement Parcels Map attached as Exhibit B-2;

(ii) all Caltrans Abutters Rights with respect to an approximately 162.16 linear-foot portion of a parcel of real property that is: (A) more particularly described in Exhibit 1-1 to the Caltrans Abutters' Rights Deed and (B) designated as Caltrans Parcel No. 63869-10 on the Parcel 65 Relinquishments-Caltrans Access Easement Parcels Map attached as Exhibit B-2; and

(iii) all Caltrans Abutters Rights with respect to an approximately 69.30 linear-foot portion of a parcel of real property that is: (A) more particularly described in Exhibit 1-1 to the Caltrans Abutters' Rights Deed and (B) designated as Caltrans Parcel No. 63869-11 on the Parcel 65 Relinquishments-Caltrans Access Easement Parcels Map attached as Exhibit B-2.

With respect to Assessor's Parcel No. 096-0375-007-03:

(iv) all Caltrans Abutters Rights with respect to an approximately 609.78 linear-foot portion of a parcel of real property that is: (A) more particularly described in Exhibit 1-2 to the Caltrans Abutters' Rights Deed and (B) designated as Caltrans Parcel No. 63868-4 on the Parcel 65 Relinquishments-Caltrans Access Easement Parcels Map attached as Exhibit B-2 and

(v) all Caltrans Abutters Rights with respect to an approximately 724.52 linear-foot portion of a parcel of real property that is: (A) more particularly described in Exhibit 1-2 to the Abutters' Rights Deed and (B) designated as Caltrans Parcel No. 63868-5 on the Parcel 65 Relinquishments-Caltrans Access Easement Parcels Map attached as Exhibit B-2.

(c) **Caltrans Access Easement.** Caltrans agrees to purchase from City a 30,941 square foot non-exclusive access easement (the "**Caltrans Access Easement**") over and across Assessor's Parcel No. 096-0375-012-02 (the "**Caltrans Access Easement Parcel**")

intended to improve traffic flow and safety by restricting direct vehicular access to SR-84 and instead directing such vehicular traffic to controlled intersections and to provide access for maintenance. The Caltrans Access Easement Parcel is (i) more particularly described in Exhibit 1 to the Access Easement Deed to State of California attached as Exhibit E and (B) designated as Caltrans Parcel No. 63879-2 on the Parcel 65 Relinquishments-Caltrans Access Easement Parcels Map attached as Exhibit B-2.

(d) **Caltrans Retaining Wall Easements.** Caltrans agrees to purchase the following non-exclusive easements in Assessor's Parcel No. 096-0375-006-11 from City to be used to support non-contiguous sections of a Caltrans retaining wall in the public right of way (the "**Caltrans Retaining Wall Easement Parcels**") described in the Retaining Wall Easement Deed to State of California attached as Exhibit F (the "**Retaining Wall Easement Deed to State of California**"):

(i) an approximately 10,324 square-foot non-exclusive easement that is (A) more particularly described in Exhibit 1-1 to the Retaining Wall Easement Deed to State of California and (B) designated as Caltrans Parcel No. 63869-5 on the Parcel 65 Relinquishments-Caltrans Retaining Wall Easement Parcels Map attached as Exhibit B-3;

(ii) an approximately 30,788 square-foot non-exclusive easement that is (A) more particularly described in Exhibit 1-1 to the Retaining Wall Easement Deed to State of California and (B) designated as Caltrans Parcel No. 63869-6 on the Parcel 65 Relinquishments-Caltrans Retaining Wall Easement Parcels Map attached as Exhibit B-3;

(iii) an approximately 20,136 square-foot non-exclusive easement that is (A) more particularly described in Exhibit 1-1 to the Retaining Wall Easement Deed to State of California and (B) designated as Caltrans Parcel No. 63869-7 on the Parcel 65 Relinquishments-Caltrans Retaining Wall Easement Parcels Map attached as Exhibit B-3; and

(iv) An approximately 7,449 square-foot non-exclusive easement that is (A) more particularly described in Exhibit 1-1 to the Retaining Wall Easement Deed to State of California and (B) designated as Caltrans Parcel No. 63869-8 on the Parcel 65 Relinquishments-Caltrans Retaining Wall Easement Parcels Map attached as Exhibit B-3.

(e) **Electric Utility Easements.** Caltrans agrees to purchase from City the following non-exclusive electric utility easements located on the City's Real Property (the "**Electric Utility Easement Parcels**") to be granted to Pacific Gas & Electric Company, a California corporation ("**PG&E**") described in the Utility Easement Deed to PG&E attached as Exhibit G (the "**Utility Easement Deed to PG&E**"):

With respect to Assessor's Parcel No. 096-0375-007-03:

(i) an approximately 24,473 square-foot non-exclusive easement that is (A) more particularly described in Exhibit 1-1 to the Utility Easement Deed to

PG&E and **(B)** designated as Caltrans Parcel No. 63868-6 on the Parcel 65 Relinquishments-PG&E Easement Parcels Map attached as **Exhibit B-4**;

(ii) an approximately 415 square-foot non-exclusive easement that is **(A)** more particularly described in **Exhibit 1-1** to the Utility Easement Deed to PG&E and **(B)** designated as Caltrans Parcel No. 63868-7 on the Parcel 65 Relinquishments-PG&E Easement Parcels Map attached as **Exhibit B-4** and

(iii) an approximately 3,812 square-foot non-exclusive easement that is **(A)** more particularly described in **Exhibit 1-1** to the Utility Easement Deed to PG&E and **(B)** designated as Caltrans Parcel No. 63868-8 on the Parcel 65 Relinquishments-PG&E Easement Parcels Map attached as **Exhibit B-4**.

With respect to Assessor's Parcel No. 096-0375-012-02:

(i) an approximately 27,475 square-foot non-exclusive electrical utility easement that is **(A)** more particularly described in **Exhibit 1-2** to the Utility Easement Deed to PG&E and **(B)** designated as Caltrans Parcel No. 63879-3 on the Parcel 65 Relinquishments-PG&E Easement Parcels Map attached as **Exhibit B-4**.

1.2 Property Included in the Sale to the Alameda CTC

Subject to the terms, covenants, and conditions contained in this Agreement, City agrees to sell to the Alameda CTC, and the Alameda CTC agrees to purchase from City, the following land and easement portions of City's Real Property:

(a) **Alameda County Fee Parcel.** An approximately 5,371 square-foot portion of Assessor's Parcel No. 096-0375-006-11 ("**Alameda County Fee Parcel**") that is **(A)** more particularly described in **Exhibit 1** to the Quitclaim Deed to Alameda County attached as **Exhibit H** and **(B)** designated as Caltrans Parcel No. 63869-12 on the Parcel 65 Relinquishments-Alameda County Fee Parcels Map attached as **Exhibit B-5**; and

(b) **Alameda CTC Access Easement.** A 30,941 square foot non-exclusive access easement ("**Alameda CTC Access Easement**") located within Assessor's Parcel No. 096-0375-012-02 ("**Alameda CTC Access Easement Parcel**") that is **(A)** more particularly described in **Exhibit 1-1** to the Access Easement Deed to Alameda County Transportation Commission attached as **Exhibit I** and **(B)** designated as Caltrans Parcel No. 63879-4 on the Parcel 65 Relinquishments-Alameda County Access Easement Parcels Map attached as **Exhibit B-6**.

2. PURCHASE PRICE; PURCHASE TRANSACTION DEPOSIT

The total purchase price for acquiring the Caltrans Fee Parcels, the Caltrans Access Easements, the Caltrans Retaining Wall Easements, the PG&E Utility Easements, the Alameda CTC Fee Parcel and the Alameda CTC Access Easement is One Hundred Fifty-Two Thousand Nine Hundred Fifty-Two Dollars (\$152,952) ("**Purchase Price**"). Pursuant to the License Agreement, the SFPUC received Buyer's Purchase Transaction Deposit of One Hundred Fifty Thousand Six Hundred Thirty-Three Dollars (\$150,633) on August 20, 2020. Any additional

sums payable by Buyer under this Agreement shall be paid in immediately available funds of lawful money of the United States of America and deposited into escrow with First American Title, 155 E. Main Avenue, Suite #130, Morgan Hill, California 95037, Escrow No. 5026900-5702711 (“**Title Company**”) at the Closing, as defined in Section 6.2.

3. CONVEYANCE OF SUBJECT PROPERTY AND TITLE

3.1 Conveyance and Deeds

At the Closing, City shall:

(a) quitclaim its interest in the Caltrans Fee Parcels to Caltrans by a duly executed and acknowledged quitclaim deed in the form attached as **Exhibit C** (“**Caltrans Fee Deed**”);

(b) convey to Caltrans the Caltrans Abutters’ Rights with respect to Assessor’s Parcel No. 096-0375-006-11 and Assessor’s Parcel No. 096-0375-007-03 by a duly executed and acknowledged Caltrans Abutters’ Rights Deed in the form attached as **Exhibit D**;

(c) convey to Caltrans the Caltrans Access Easement over and across the Caltrans Access Easement Parcel by a duly executed and acknowledged easement deed in the form attached as **Exhibit E** (“**Caltrans Access Easement Deed**”);

(d) convey to Caltrans the Caltrans Retaining Wall Easements over and across the Caltrans Retaining Wall Easement Parcels by a duly executed and acknowledged easement deed in the form attached as **Exhibit F** (“**Caltrans Retaining Wall Easement Deed**”);

(e) convey to Caltrans the Caltrans Utility Easements over and across the Caltrans Access Easement Parcels by a duly executed and acknowledged easement deed in the form attached as **Exhibit G** (“**Caltrans Utility Easement Deed**”);

(f) quitclaim its interest in the Alameda County Fee Parcel to Alameda County by a duly executed and acknowledged quitclaim deed in the form attached as **Exhibit H** (the “**Alameda County Quitclaim Deed**”); and

(g) convey to Alameda CTC the Alameda CTC Access Easement over and across the Alameda CTC Access Easement Parcel by a duly executed and acknowledged easement deed in the form attached as **Exhibit I** (the “**Alameda CTC Access Easement Deed**”).

3.2 Buyer’s Responsibility for Title Insurance

Buyer understands and agrees that the right, title, and interest in those portions of City’s Real Property to be conveyed by City and described in Section 3.1 above (“**Subject Property**”), shall not exceed that vested in City, and City is under no obligation to furnish any policy of title insurance in connection with this transaction. Buyer recognizes that any fences or other physical monument of the Subject Property’s boundary lines may not correspond to the legal description of the Subject Property. City shall not be responsible for any discrepancies in the parcel area or location of the property lines or any other matters that an accurate survey or inspection might reveal. It is Buyer’s sole responsibility to obtain a survey from an independent surveyor and a policy of title insurance from a title company, if desired.

4. “AS-IS” PURCHASE; RELEASE OF CITY

4.1 Buyer’s Independent Investigation

Buyer represents and warrants to City that Buyer has performed a diligent and thorough inspection and investigation of each and every aspect of the Subject Property, either independently or through agents of Buyer’s choosing, including the following matters (collectively, the “**Property Conditions**”):

(a) All matters relating to title including the existence, quality, nature, and adequacy of City’s interest in the Subject Property and the existence of physically open and legally sufficient access to the Subject Property.

(b) The zoning and other legal status of the Subject Property, including the compliance of the Subject Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, and private or public covenants, conditions, and restrictions, and all governmental and other legal requirements such as taxes, assessments, use permit requirements, and building and fire codes.

(c) The quality, nature, adequacy, and physical, geological, and environmental condition of the Subject Property (including soils and any groundwater), and the presence or absence of any Hazardous Materials in, on, under, or about the Subject Property or any other real property in the vicinity of the Subject Property. As used in this Agreement, “Hazardous Material” shall mean any material that, because of its quantity, concentration, or physical or chemical characteristics, is now or hereafter deemed by any federal, state, or local governmental authority to pose a present or potential hazard to human health or safety or to the environment.

(d) The suitability of the Subject Property for Buyer’s intended uses. Buyer represents and warrants that its intended use of the Subject Property is for public improvement and highway purposes.

(e) The economics and development potential, if any, of the Subject Property.

(f) All other matters of material significance affecting the Subject Property.

4.2 Property Disclosures

(a) California law requires sellers to disclose to buyers the presence or potential presence of certain Hazardous Materials. Accordingly, Buyer is advised that occupation of the Subject Property may lead to exposure to Hazardous Materials such as gasoline, diesel, and other vehicle fluids, vehicle exhaust, methane, and building materials containing chemicals, such as formaldehyde. By execution of this Agreement, Buyer acknowledges that the notices and warnings set forth above satisfy the requirements of California Health and Safety Code Section 25359.7 and related statutes.

(b) According to the United States Geological Survey, roughly one-quarter of the San Francisco Bay region may be exposed to liquefaction. More information about the

potential areas of liquefaction may be found at <http://geomaps.wr.usgs.gov/sfgeo/liquefaction/susceptibility>.

(c) Nothing contained in this Section shall limit any of the provisions of this Article or relieve Buyer of its obligations to conduct a diligent inquiry under this Agreement, nor shall any such matters limit any of the provisions of Section 4.4 [“As-Is” Purchase] or Section 4.5 [Release of City].

4.3 Entry and Indemnity

Before any entry by Buyer or its Agents (defined in Section 10.8 below) onto the Subject Property, Buyer shall give City reasonable advance written notice of such entry and shall conduct such entry and any related inspections so as to minimize, to the extent possible, interference with uses being made of the Subject Property and otherwise in a manner and on terms and conditions acceptable to City. All entries by Buyer or its Agents onto the Subject Property to perform any testing or other investigations that could affect the physical condition or uses of the Subject Property (including soil borings) will be made only pursuant to the terms and conditions of a permit to enter in form and substance satisfactory to City. Without limiting the foregoing, prior to any entry to perform any on-site testing, Buyer shall give City written notice that specifies the identity of the company or persons who will perform such testing, the precise time and location of the testing, and the proposed scope of the testing. Within ten (10) business days after receipt of such notice City may approve, disapprove, or condition and limit the proposed testing, at City’s sole discretion. If Buyer or its Agents take any sample from the Subject Property in connection with any approved testing, Buyer shall provide to City a portion of such sample being tested to allow City, if it so chooses, to perform its own testing. City or its representative may be present to observe any testing or other inspection performed on the Subject Property. Buyer shall promptly deliver to City copies of any reports relating to any testing or other inspection of the Subject Property performed by Buyer or its Agents but shall not deliver copies of any such reports to any other person or entity without Buyer’s prior written approval. Buyer shall keep all test results and information strictly confidential, and shall indemnify, reimburse, defend, and hold City harmless from and against any loss, cost, expense, or damage resulting from Buyer’s failure to keep any information obtained from an inspection or testing of the Subject Property strictly confidential; provided, however, Buyer shall not be liable if and to the extent Buyer is required to disclose such information pursuant to a court order or applicable law. Buyer shall comply with all laws, ordinances, rules, regulations, orders, and the like in connection with any entry onto or testing of the Subject Property.

Buyer shall maintain, and shall require that its Agents maintain, public liability and property damage insurance in amounts and in form and substance adequate to insure against all liability of Buyer and its Agents, arising out of any entry or inspection of the Subject Property in connection with the transaction contemplated in this Agreement, and Buyer shall provide City with evidence of such insurance coverage upon request from City.

To the fullest extent permitted under law, Buyer shall indemnify, defend, and hold harmless City, its Agents, and each of them, from and against any liabilities, costs, damages, losses, liens, claims, and expenses (including reasonable fees of attorneys, experts, and consultants and related costs) arising out of or relating to any entry on, under, or about the Subject Property by Buyer or its Agents in performing the inspections, tests, or inquiries provided for in this Agreement, whether prior to the date of this Agreement or during its term,

including any injuries or deaths to any persons (including Buyer's Agents) and damage to any property, from any cause whatsoever. The foregoing indemnity shall survive beyond the Closing, or, if the sale is not consummated, beyond the termination of this Agreement.

4.4 "As-Is" Purchase

BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT CITY IS SELLING AND BUYER IS PURCHASING CITY'S INTEREST IN THE SUBJECT PROPERTY ON AN "AS-IS WITH ALL FAULTS" BASIS. BUYER IS RELYING SOLELY ON ITS INDEPENDENT INVESTIGATION AND NOT ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM CITY OR ITS AGENTS AS TO ANY MATTERS CONCERNING THE SUBJECT PROPERTY, ITS SUITABILITY FOR BUYER'S INTENDED USES OR ANY OF THE SUBJECT PROPERTY CONDITIONS. CITY DOES NOT GUARANTEE THE LEGAL, PHYSICAL, GEOLOGICAL, ENVIRONMENTAL, OR OTHER CONDITIONS OF THE SUBJECT PROPERTY, NOR DOES IT ASSUME ANY RESPONSIBILITY FOR THE COMPLIANCE OF THE SUBJECT PROPERTY OR ITS USE WITH ANY STATUTE, ORDINANCE, OR REGULATION. IT IS BUYER'S SOLE RESPONSIBILITY TO DETERMINE ALL BUILDING, PLANNING, ZONING, AND OTHER REGULATIONS RELATING TO THE SUBJECT PROPERTY AND THE USES TO WHICH IT MAY BE PUT.

4.5 Release of City

As part of its agreement to purchase the Subject Property in its "As-Is With All Faults" condition, Buyer, on behalf of itself and its successors and assigns, waives any right to recover from, and forever releases and discharges, City, its officers, employees, agents, contractors, and representatives, and their respective heirs, successors, legal representatives, and assigns, from any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs, or expenses whatsoever (including attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with (a) Buyer's and its Agents past, present, and future use of the Subject Property, (b) the physical, geological, or environmental condition of the Subject Property, including any Hazardous Material in, on, under, above, or about the Subject Property, and (c) any federal, state, local, or administrative law, rule, regulation, order, or requirement applicable thereto, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("**CERCLA**", also commonly known as the "**Superfund**" law), as amended by Superfund Amendments and Reauthorization Act of 1986 ("**SARA**") (42 U.S.C. Sections 9601-9657), the Resource Conservation and Recovery Act of 1976, as amended by the Solid Waste and Disposal Act of 1984 (collectively, "**RCRA**") (42 U.S.C. Sections 6901-6987), the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977 (collectively the "**Clean Water Act**") (33 U.S.C. Section 1251 et seq.), the Toxic Substances Control Act ("**TSCA**") (15 U.S.C. Sections 2601-2629), Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.), the Carpenter-Presley-Tanner Hazardous Substance Account Law (commonly known as the "**California Superfund**" law) (California Health and Safety Code Sections 25300-25395), Hazardous Waste Control Act (California Health and Safety Code Section 25100 et seq.), Hazardous Materials Release Response Plans and Inventory Law (commonly known as the "**Business Plan Law**") (California Health and Safety Code Section 25500 et seq.), Porter-Cologne Water Quality Control Act (California Water Code Section 13000 et seq.), and the Safe Drinking Water and Toxic

Enforcement Act of 1986 (commonly known as “**Proposition 65**”) (California Health and Safety Code Section 25249.5 et seq.).

In connection with the foregoing release, Buyer expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows:

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.

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

INITIALS: CALTRANS: mw ALAMEDA CTC: tl

5. CONDITIONS PRECEDENT

5.1 Buyer's Conditions Precedent

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

(a) Buyer's review and approval of the physical condition of the Subject Property.

(b) Buyer's review and approval of all zoning, land use, building, environmental, and other statutes, rules, or regulations applicable to the Subject Property.

5.2 Contingency Period

Buyer shall have until 5:00 p.m. San Francisco Time on the date that is ten (10) business days after the Effective Date (defined in Section 10.19 [Effective Date] below) to review and approve or waive Buyer's Conditions Precedent (such period being referred to in this Agreement as the “**Contingency Period**”). If Buyer elects to proceed with the purchase of the Subject Property, then Buyer shall, before the expiration of the Contingency Period, notify City in writing that Buyer has approved all such matters. If before the end of the Contingency Period Buyer fails to give City such written notice and fails to object to any of Buyer's Conditions Precedent, then Buyer shall be deemed to have waived Buyer's Conditions Precedent. Notwithstanding the foregoing, if Buyer objects to any of the matters contained within Section 5.1 [Buyer's Conditions Precedent] within the Contingency Period, then City may remove or remedy any objectionable matter, although it will have no obligation to do so. If City elects to remove or remedy the objectionable matter, it shall notify Buyer within ten (10) days following Buyer's notice of objection, and the Closing Date (defined in Section 6.2 [Closing Date] below) shall be delayed for so long as City diligently pursues such removal or remedy. If

and when City elects not to remove or remedy the objectionable matter, which City may do at any time including following an initial election to pursue remedial or corrective actions, this Agreement shall automatically terminate, the Purchase Price shall be returned to Alameda CTC, and neither Party shall have any further rights or obligations under this Agreement except as provided in Section 4.3 [Entry and Indemnity], Section 8.2 [Brokers], or Section 10.4 [Authority of Buyer], or as otherwise expressly provided in this Agreement.

5.3 City's Condition Precedent

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

(a) Buyer shall have performed all of its obligations pursuant to or in connection with this Agreement and all of Buyer's representations and warranties shall be true and correct.

(b) A resolution approving and authorizing the transaction contemplated by this Agreement shall have been authorized by a duly adopted resolution of the SFPUC's Commission, and a duly adopted resolution by City's Board of Supervisors and Mayor, each in their respective sole and absolute discretion, and duly enacted on or before December 31, 2021.

5.4 Failure of City's Conditions Precedent

Each of City's Conditions Precedent are intended solely for City's benefit. If any of City's Conditions Precedent are not satisfied as provided above, at its option, City may terminate this Agreement. Upon any such termination, neither Party shall have any further rights or obligations under this Agreement except as provided in Section 4.3 [Entry and Indemnity], Section 8.2 [Brokers], or Section 10.4 [Authority of Buyer] or as otherwise expressly provided in this Agreement.

6. ESCROW AND CLOSING

6.1 Escrow

On the date within five (5) business days after the Parties execute this Agreement, Buyer and City shall deposit an executed counterpart of this Agreement with the Title Company, and this instrument shall serve as the instructions to the Title Company as the escrow holder for consummation of the purchase and sale contemplated by this Agreement. City and Buyer agree to execute such supplementary escrow instructions as may be appropriate to enable the Title Company to comply with the terms of this Agreement; provided, however, in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall control.

6.2 Closing Date

The Closing shall be held, and delivery of all items to be made at the Closing under the terms of this Agreement shall be made, at the offices of the Title Company on (a) the date that is eighty (80) days after the expiration of the Contingency Period and enactment of City's Board of Supervisors resolution referred to in Section 5.3(b) [City's Condition Precedent] above, or if

such date is not a business day, then upon the next ensuing business day, before 1:00 p.m. San Francisco time, or **(b)** such earlier date and time as Buyer and City may mutually agree upon in writing (“**Closing Date**”). Such date and time may not be extended without the prior written approval of both City and Buyer.

6.3 Deposit of Documents

(a) At or before the Closing, City shall deposit into escrow the following items:

(i) the duly executed and acknowledged original Caltrans Fee Deed quitclaiming the Caltrans Fee Parcels to Caltrans;

(ii) the duly executed and acknowledged original Access Easement Deed conveying the Caltrans Access Easements to Caltrans;

(iii) the duly executed and acknowledged original Caltrans Retaining Wall Easement Deed conveying the Caltrans Retaining Wall Easements to Caltrans;

(iv) the duly executed and acknowledged Caltrans Utility Easement Deed conveying the Caltrans Utility Easements to Caltrans;

(v) the duly executed and acknowledged original Alameda County Fee Deed quitclaiming the Alameda County Fee Parcel to Alameda County; and

(vi) the duly executed and acknowledged Alameda CTC Access Easement Deed conveying the Alameda CTC Access Easement to Alameda CTC.

(b) At or before the Closing, Buyer shall deposit into escrow the following items:

(i) the Purchase Price and all other funds necessary to close this transaction;

(ii) a duly executed Certificate of Acceptance from Caltrans for the Caltrans Deed;

(iii) a duly executed Certificate of Acceptance from Alameda CTC for the Alameda CTC Deed;

(iv) a duly executed counterpart of the Caltrans Retaining Wall Easement Deed;

(v) a duly executed counterpart of the Electric Easement Deed;

(vi) a duly executed counterpart of the Caltrans Access Easement Deed; and

(vii) such resolutions, authorizations, or other documents as City or Title Company may reasonably require to demonstrate the authority of Buyer to enter into this Agreement and consummate the transactions contemplated by this Agreement, and such proof of the power and authority of the individuals executing any documents or other instruments on behalf of Buyer to act for and bind Buyer.

The Caltrans Deed, the Alameda CTC Deed, the Caltrans Retaining Wall Easement Deed, the Electric Easements Deed, and the Caltrans Access Easement Deed collectively are referred to as the “**Deeds.**”

(c) City and Buyer shall each deposit such other instruments as are reasonably required to close the escrow and consummate the purchase of the Subject Property in accordance with the terms of this Agreement.

6.4 Prorations

Any real property taxes, assessments, and any other expenses normal to the operation and maintenance of the Subject Property shall be prorated as of 12:01 a.m. on the date the Deeds referred to in Section 6.3 above are recorded, based on a three hundred sixty-five (365)-day year. City and Buyer agree that if any of the above described prorations cannot be calculated accurately on the Closing Date, then the same shall be calculated as soon as reasonably practicable after the Closing Date and either Party owing the other Party a sum of money based on such subsequent proration(s) shall promptly pay said sum to the other Party.

7. RISK OF LOSS

7.1 Loss

City shall give Buyer notice of the occurrence prior to the Closing of damage or destruction of, or the commencement of condemnation proceedings affecting any portion of the Subject Property. If all or any portion of the Subject Property is condemned, destroyed, or damaged by fire or other casualty prior to the Closing, then, at Buyer's option to be exercised within ten (10) days of City's notice of the occurrence of the damage or destruction or the commencement of condemnation proceedings, Buyer may either terminate this Agreement or consummate the purchase for the full Purchase Price as required by this Agreement. If Buyer elects to terminate this Agreement or fails to give City notice within such ten (10)-day period that Buyer will proceed with the purchase, then this Agreement shall terminate at the end of such ten (10)-day period, and neither Party shall have any further rights or obligations under this Agreement except as provided in Section 4.3 [Entry and Indemnity], Section 8.2 [Brokers], or Section 10.4 [Authority of Buyer], or otherwise expressly provided in this Agreement. If Buyer elects to proceed with the purchase of the Subject Property, then upon the Closing, Buyer shall receive a credit against the Purchase Price payable under this Agreement equal to the amount of any insurance proceeds or condemnation awards actually collected by City as a result of any such damage or destruction or condemnation, plus the amount of any insurance deductible, less any sums expended by City toward the restoration or repair of the Subject Property. If the proceeds or awards have not been collected as of the Closing, then City shall assign such proceeds or awards to Buyer, except to the extent needed to reimburse City for sums expended to

collect such proceeds or repair or restore the Subject Property, and Buyer shall not receive any credit against the Purchase Price with respect to such proceeds or awards.

If there occurs any partial damage to the Subject Property or destruction of any of the improvements thereon to be acquired by Buyer, or any condemnation proceeding with respect to a portion of the Subject Property, between the date this Agreement is fully executed and the Closing Date, Buyer shall nonetheless be bound to purchase the Subject Property pursuant to the terms of this Agreement, without regard to the occurrence or effect of any such damage, destruction or condemnation proceeding, provided that the following conditions are satisfied: (a) the cost to repair any damage or destruction, or the diminution on the fair market value of the remaining Subject Property, as the case may be, and does not exceed the Purchase Price, and (b) upon the Closing, Buyer shall receive a credit against the Purchase Price equal to the amount of any insurance proceeds or condemnation awards that City collects as a result of any such event to the extent such amounts represent Buyer's interest in the Subject Property, plus the amount of any insurance deductible, but less any sums City expends toward the restoration or repair of the Subject Property. If City has not collected the proceeds or awards as of the Closing Date, then City shall assign such amounts to Buyer, except to the extent necessary to reimburse City for sums City has expended to repair or restore the Subject Property.

7.2 Self-Insurance

Notwithstanding anything to the contrary above, Buyer and City mutually acknowledge that the other self-insures and shall not be obligated to purchase any third-party commercial liability insurance or property insurance.

8. EXPENSES

8.1 Expenses

Alameda CTC shall pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by Buyer, the premium charged therefor and any other costs and charges of the escrow for the sale.

8.2 Brokers

Each Party represents and warrants to the other Party that no broker or finder was instrumental in arranging or bringing about this transaction and that there are no claims or rights for brokerage commissions or finder's fees in connection with the transactions contemplated by this Agreement. If any person brings a claim for a commission or finder's fee based on any contact, dealings, or communication with Buyer or City, then the Party through whom such person makes a claim shall defend the other Party from such claim, and shall indemnify the indemnified Party from, and hold the indemnified Party harmless against, any and all costs, damages, claims, liabilities, or expenses (including reasonable attorneys' fees and disbursements) that the indemnified Party incurs in defending against the claim. The provisions of this Section shall survive the Closing, or, if the purchase and sale is not consummated for any reason, any termination of this Agreement.

9. LIQUIDATED DAMAGES

IF THE SALE OF THE SUBJECT PROPERTY IS NOT CONSUMMATED BECAUSE OF THE FAILURE OF ANY CONDITION PRECEDENT OR CITY'S DEFAULT UNDER THIS AGREEMENT AND BUYER IS NOT THEN IN DEFAULT, THEN THE TITLE COMPANY SHALL RETURN THE PURCHASE PRICE TOGETHER WITH ACCRUED INTEREST THEREON TO BUYER. IF THE SALE IS NOT CONSUMMATED BECAUSE OF ANY DEFAULT BY BUYER UNDER THIS AGREEMENT AND CITY IS NOT THEN IN DEFAULT, THEN THE TITLE COMPANY SHALL DELIVER THE PURCHASE PRICE TOGETHER WITH ACCRUED INTEREST THEREON TO CITY, AND CITY SHALL BE ENTITLED TO RETAIN SUCH SUM AS LIQUIDATED DAMAGES. THE PARTIES HAVE AGREED THAT CITY'S ACTUAL DAMAGES, IN THE EVENT OF A FAILURE TO CONSUMMATE THIS SALE AS SPECIFIED IN THE PRECEDING SENTENCE, WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. AFTER NEGOTIATION, THE PARTIES HAVE AGREED THAT, CONSIDERING ALL THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS AGREEMENT, THE AMOUNT OF THE PURCHASE PRICE TOGETHER WITH ACCRUED INTEREST THEREON IS A REASONABLE ESTIMATE OF THE DAMAGES THAT CITY WOULD INCUR IN SUCH AN EVENT. BY PLACING THEIR RESPECTIVE INITIALS BELOW, EACH PARTY SPECIFICALLY CONFIRMS THE ACCURACY OF THE STATEMENTS MADE ABOVE AND THE FACT THAT EACH PARTY WAS REPRESENTED BY COUNSEL WHO EXPLAINED, AT THE TIME THIS AGREEMENT WAS MADE, THE CONSEQUENCES OF THIS LIQUIDATED DAMAGES PROVISION.

INITIALS: CITY: _____ CALTRANS:  ALAMEDA CTC: 

10. GENERAL PROVISIONS

10.1 Notices

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

CITY:

San Francisco Public Utilities Commission
525 Golden Gate Avenue, 10th Floor
San Francisco, California 94102
Attn: Real Estate Director
Re: Caltrans SR 84 – I-680
Highway Widening Project

ALAMEDA CTC:

Alameda County Transportation Commission
1111 Broadway, Suite 800
Oakland, California 94607
Attn: Gary Huisinigh
Re: Caltrans SR 84 – I-680
SR-84/I-680 Widening Project

with a copy to:

Deputy City Attorney
Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102
Re: Caltrans SR 84 – I-680
Highway Widening Project

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.

10.2 Successors and Assigns

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

10.3 Amendments

This Agreement may be amended or modified only by a written instrument executed by the Parties.

10.4 Authority of Buyer

Buyer represents and warrants to City that Buyer is a public agency duly organized, validly existing, and in good standing under the laws of the State of California. Buyer further represents and warrants to City that this Agreement and all documents executed by Buyer that are to be delivered to City at Closing: **(a)** are or at the time of Closing will be duly authorized, executed, and delivered by Buyer; **(b)** are or at the time of Closing will be legal, valid, and binding obligations of Buyer; enforceable against Buyer in accordance with its terms, and **(c)** do

not, and at the time of Closing will not, violate any provision of any agreement or judicial order to which Buyer is a party or to which Buyer is subject. Notwithstanding anything to the contrary in this Agreement, the foregoing representations and warranties and any and all other representations and warranties of Buyer contained in this Agreement or in other agreements or documents executed by Buyer in connection herewith, shall survive the Closing Date.

10.5 Buyer's Representations and Warranties

Buyer represents and warrants to City that, as of the date of this Agreement and at all times throughout this Agreement:

(a) Buyer has duly authorized by all necessary action the execution, delivery, and performance of this Agreement. Buyer has duly executed and delivered this Agreement and this Agreement constitutes a legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with the terms of this Agreement.

(b) Buyer has not been suspended, disciplined or disbarred by, or prohibited from contracting with, any federal, state or local governmental agency. In the event Buyer has been so suspended, disbarred, disciplined, or prohibited from contracting with any governmental agency, it shall immediately notify City of same and the reasons therefor together with any relevant facts or information requested by City. Any such suspension, debarment, discipline, or prohibition may result in the termination or suspension of this Agreement.

(c) No document or instrument furnished or to be furnished by the Buyer to City in connection with this Agreement contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained in this Agreement not misleading, under the circumstances under which any such statement shall have been made.

10.6 Governing Law

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

10.7 Merger of Prior Agreements

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

10.8 Parties and Their Agents

The term "**Buyer**" as used in this Agreement shall include the plural as well as the singular. If Buyer consists of more than one (1) individual or entity, then the obligations under this Agreement imposed on Buyer shall be joint and several. As used in this Agreement, the term "**Agents**" when used with respect to either Party shall include the agents, employees, officers, contractors and representatives of such Party.

10.9 Interpretation of Agreement

The article, section, and other headings of this Agreement and the table of contents are for convenience of reference only and shall not affect the meaning or interpretation of any provision contained in this Agreement. Whenever the context so requires, the use of the singular shall be deemed to include the plural and vice versa, and each gender reference shall be deemed to include the other and the neuter. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Agreement. In addition, each Party has been represented by experienced and knowledgeable legal counsel. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purposes of the Parties and this Agreement. Use of the word "including" or similar words shall not be construed to limit any general term, statement, or other matter in this Agreement, whether or not language of non-limitation, such as "without limitation," "but not limited to," or similar words, are used.

10.10 Attorneys' Fees

If either Party to this Agreement fails to perform any of its obligations under this Agreement or if any dispute arises between the Parties to this Agreement concerning the meaning or interpretation of any provision of this Agreement, then the defaulting Party or the Party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other Party on account of such default or in enforcing or establishing its rights under this Agreement, including court costs and reasonable attorneys' fees and disbursements. For purposes of this Agreement, the reasonable fees of attorneys of the Office of the City Attorney of the City and County of San Francisco shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the City Attorney's services were rendered who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the City Attorney's Office.

10.11 Time of Essence

Time is of the essence with respect to the performance of the Parties' respective obligations contained in this Agreement.

10.12 No Merger

The obligations contained in this Agreement shall not merge with the transfer of title to the Subject Property and shall remain in effect until fulfilled.

10.13 Non-Liability of City Officials, Employees, and Agents

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

10.14 Conflicts of Interest

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

10.15 Notification of Limitations on Contributions

Through its execution of this Agreement, Buyer acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with City for the selling or leasing of any land or building to or from City whenever such transaction would require the approval by a City elective officer, the board on which that City elective officer serves, or a board on which an appointee of that individual serves, from making any campaign contribution to (a) City elective officer, (b) a candidate for the office held by such individual, or (c) 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. Buyer 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. Buyer further acknowledges that the prohibition on contributions applies to each Buyer; each member of Buyer's board of directors, and Buyer's chief executive officer, chief financial officer, and chief operating officer; any person with an ownership interest of more than twenty percent (20%) in Buyer; any subcontractor listed in the contract; and any committee that is sponsored or controlled by Buyer. Additionally, Buyer acknowledges that Buyer must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Buyer further agrees to provide to City the names of each person, entity, or committee described above.

10.16 Sunshine Ordinance

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

10.17 Tropical Hardwood and Virgin Redwood Ban

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.

10.18 No Recording

Neither this Agreement nor any memorandum or short form of this Agreement may be recorded by Buyer.

10.19 Effective Date

As used in this Agreement, the term “**Effective Date**” shall mean the date on which both Parties shall have executed and delivered this Agreement provided the Agreement and the transactions contemplated by the Agreement shall have been authorized **(a)** in a manner required by law governing Buyer, **(b)** by a duly adopted resolution of City’s Public Utilities Commission, and **(c)** a duly adopted resolution or ordinance of City’s Board of Supervisors and Mayor.

10.20 Severability

If any term or provision of this Agreement or the application of any term or provision of this Agreement to any person, entity, or circumstances, 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 shall be enforceable to the fullest extent permitted by law, except to the extent that enforcement of this Agreement without the invalidated provision would be unreasonable or inequitable under all the circumstances or would frustrate a fundamental purpose of this Agreement.

10.21 Acceptance by Buyer

This Agreement shall be null and void unless it is accepted by Buyer and two (2) fully executed copies of this Agreement are returned to City on or before 5:00 p.m. San Francisco time on January 31, 2022.

10.22 Counterparts

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

10.23 Cooperative Drafting.

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.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, BUYER ACKNOWLEDGES AND AGREES THAT NO OFFICER OR EMPLOYEE OF CITY HAS AUTHORITY TO COMMIT CITY TO THIS AGREEMENT UNLESS AND UNTIL A RESOLUTION OF CITY’S PUBLIC UTILITIES COMMISSION AND A DULY ADOPTED RESOLUTION OR ORDINANCE OF CITY’S BOARD OF SUPERVISORS AND MAYOR SHALL HAVE BEEN DULY ENACTED APPROVING THIS AGREEMENT AND AUTHORIZING THE TRANSACTIONS CONTEMPLATED BY THIS

AGREEMENT. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF CITY UNDER THIS AGREEMENT ARE CONTINGENT UPON THE DUE ENACTMENT OF SUCH A RESOLUTION, AND THIS AGREEMENT SHALL BE NULL AND VOID IF CITY'S PUBLIC UTILITIES COMMISSION AND CITY'S BOARD OF SUPERVISORS AND MAYOR DO NOT APPROVE THIS AGREEMENT AT THEIR RESPECTIVE SOLE DISCRETION. APPROVAL OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT BY ANY OTHER DEPARTMENT, COMMISSION, OR AGENCY OF CITY SHALL NOT BE DEEMED TO IMPLY THAT SUCH RESOLUTION OR ORDINANCE WILL BE ENACTED NOR WILL ANY SUCH APPROVAL CREATE ANY BINDING OBLIGATIONS ON CITY.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
MICHAEL CARLIN
Acting General Manager
San Francisco Public Utilities Commission

Date: _____


APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____
Deputy City Attorney


BUYER:

STATE OF CALIFORNIA DEPARTMENT OF
TRANSPORTATION


DocuSigned by:

14EC35DD375F467...
MARK L. WEAVER
Deputy District Director, District 4
Right of Way and Land Surveys
06/14/2021 | 2:51:59 PM PDT

Date: _____


ALAMEDA COUNTY TRANSPORTATION
COMMISSION,
a California joint powers authority

DocuSigned by:

1D1305B42F4441E...
Tess Lengyel
Executive Director
06/18/2021 | 8:49:06 AM PDT
Date: _____

Recommended for approval:

DocuSigned by:

5B27E41D79F8454...
Gary Huisinck
Deputy Executive Director of Projects

Reviewed as to Budget/Financial Controls:

DocuSigned by:

DFEACAC2200438...
Patricia Reavey
Deputy Executive Director of Finance and
Administration

Approved as to form and procedure:


DocuSigned by:

981D0269BE594E3...
Wendel Rosen, LLP
Legal Counsel for Alameda CTC

EXHIBIT A-1

DESCRIPTION OF CITY'S REAL PROPERTY

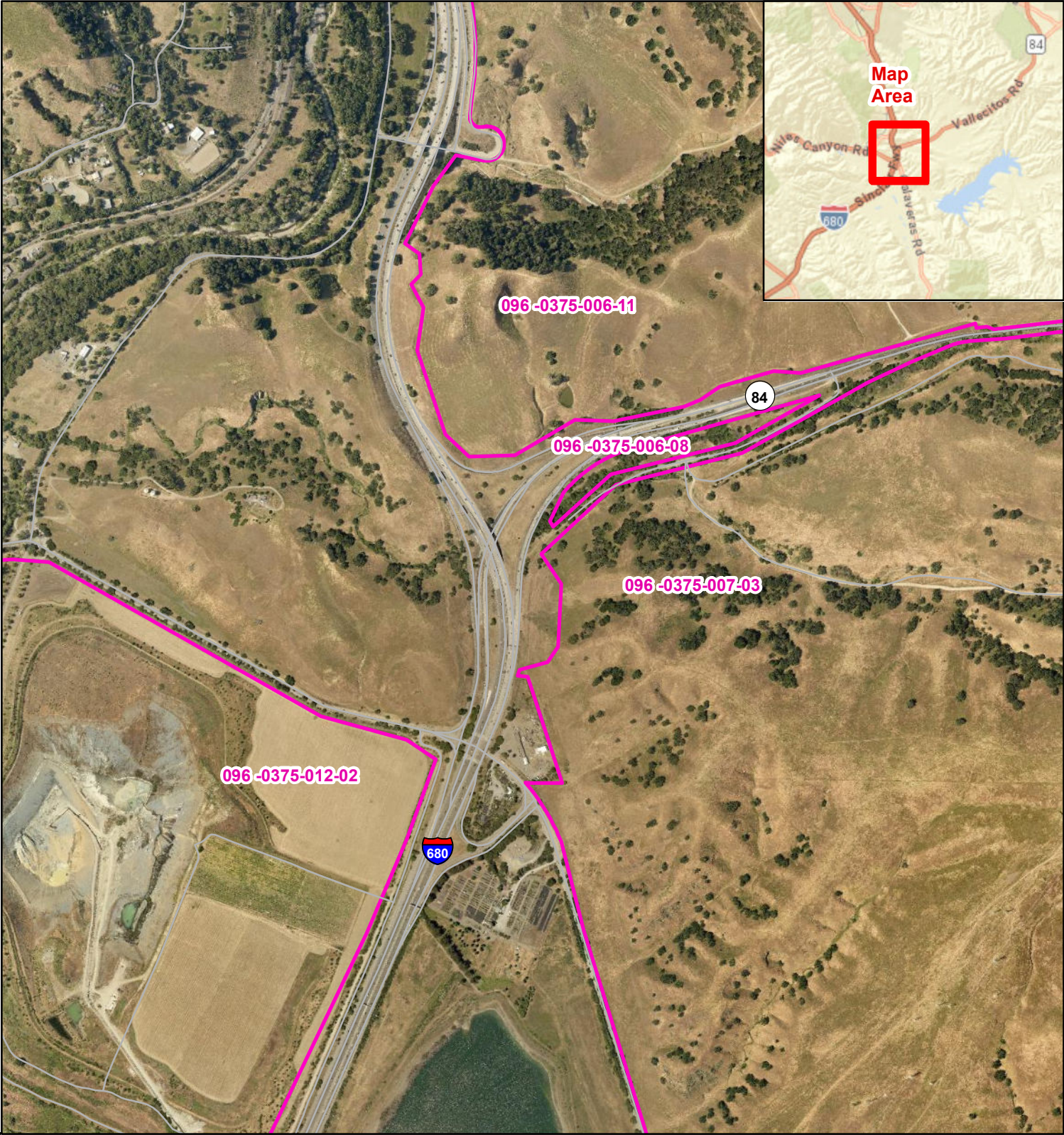
All that certain real property located in the County of Alameda, State of California, described as follows:

That real property described as and being a portion of Parcel 65 in the Indenture to the City and County of San Francisco, a municipal corporation of the State of California, dated and recorded March 3, 1930, in Book 2350, at Page 1, of the Official Records of Alameda County.

EXHIBIT A-2

DEPICTION OF CITY'S REAL PROPERTY

[see attached]



Legend

 City's Real Property

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.

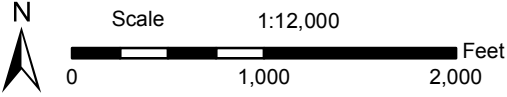
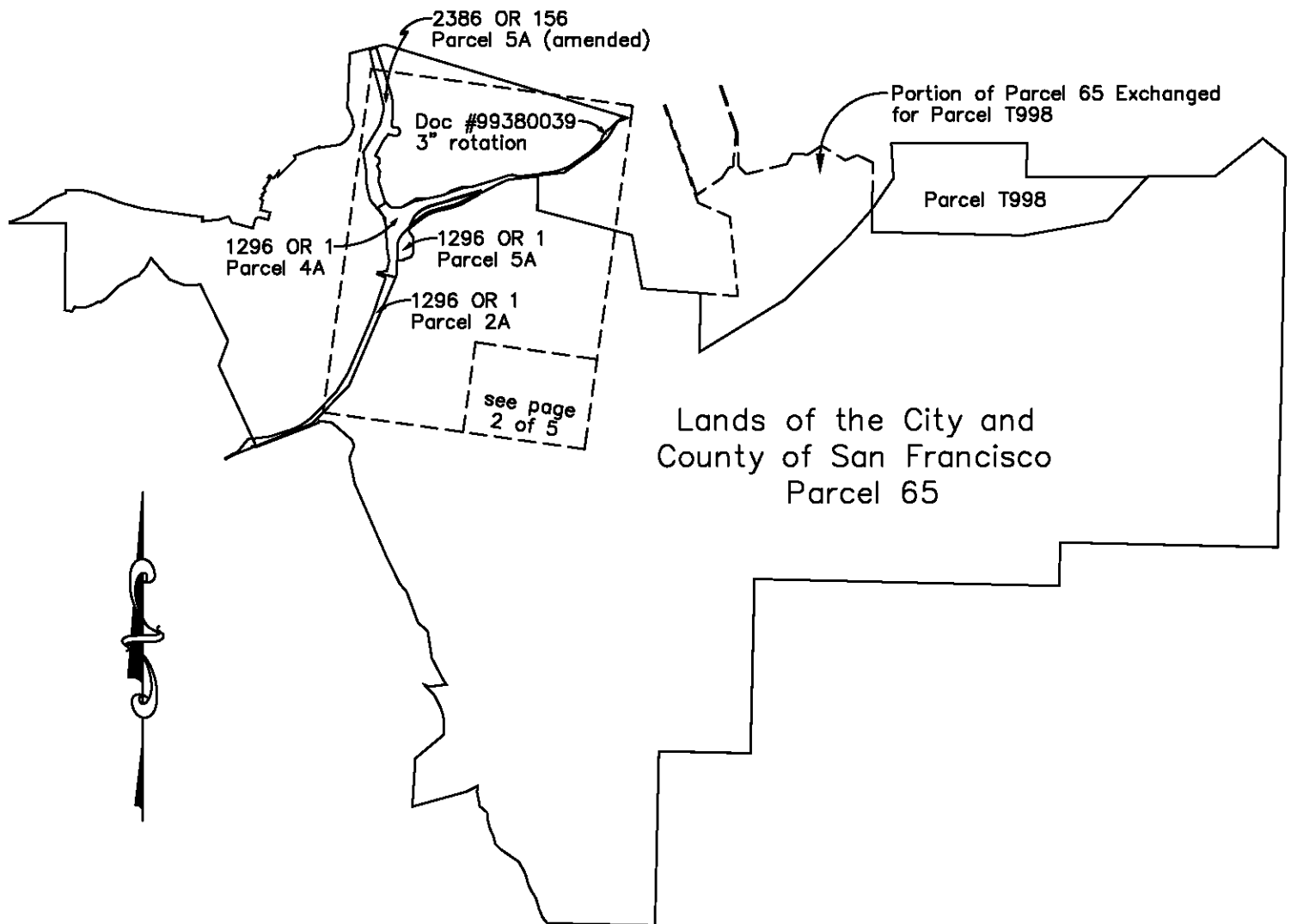


Exhibit A-2
City's Real Property
Sunol, CA

EXHIBIT B-1

PARCEL 65 RELINQUISHMENTS-FEE QUITCLAIMS TO CALTRANS MAP

[see attached]



Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

Legend

Doc # Document Number
O.R. Official Records

Scale: 1" = 5000'

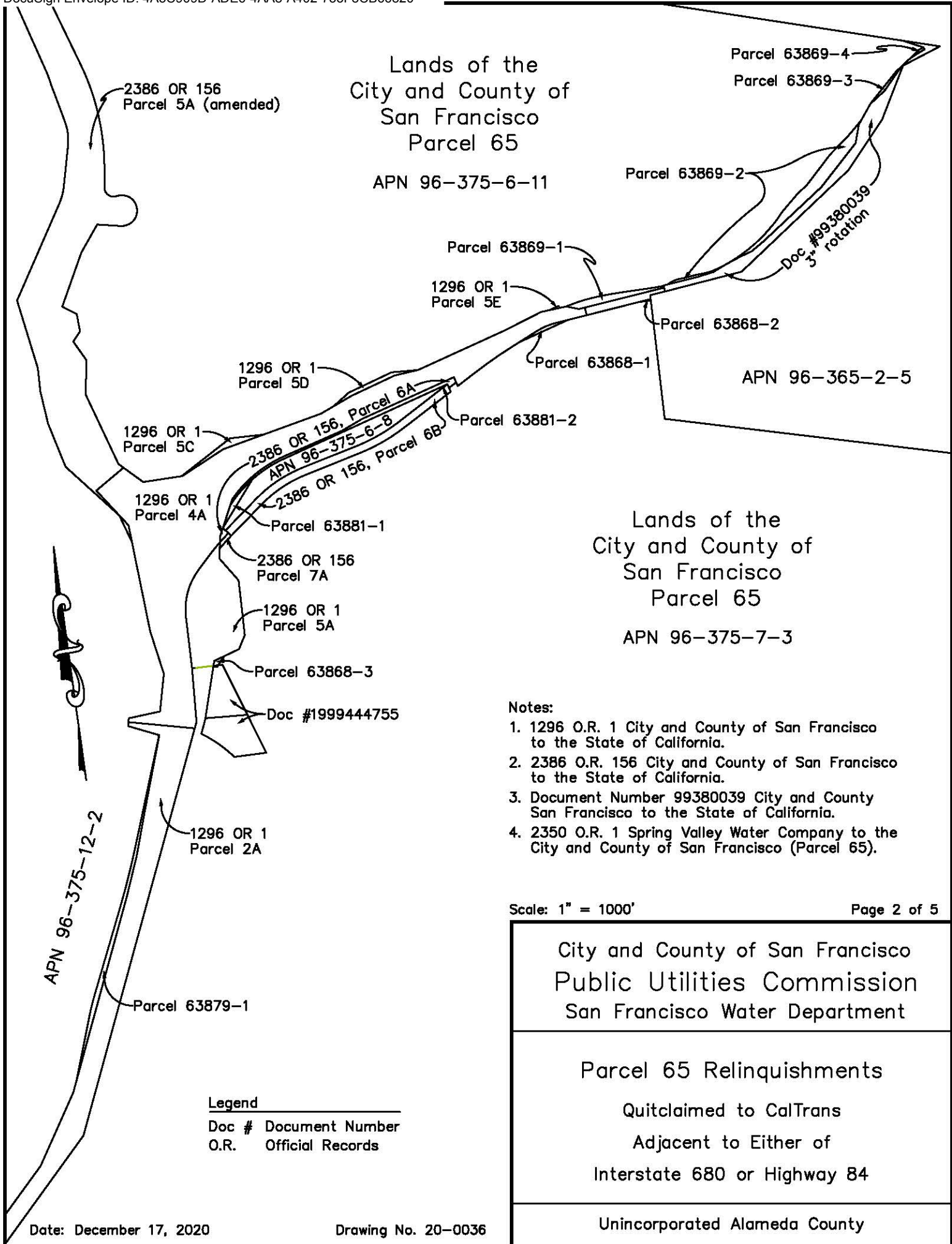
Page 1 of 5

City and County of San Francisco
Public Utilities Commission
San Francisco Water Department

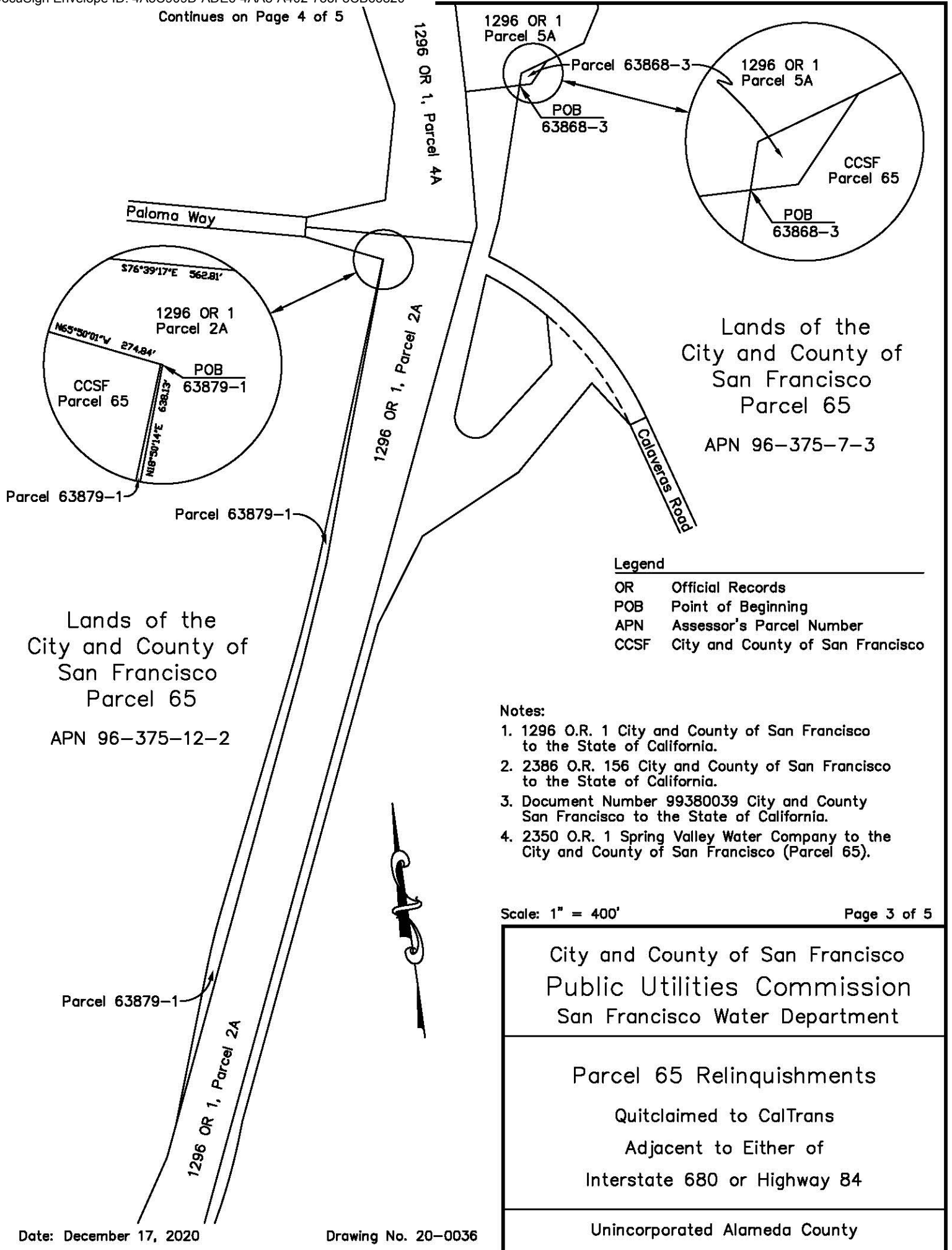
Parcel 65 Relinquishments

Quitclaimed to CalTrans
Adjacent to Either of
Interstate 680 or Highway 84

Unincorporated Alameda County



Continues on Page 4 of 5



Date: December 17, 2020

Drawing No. 20-0036

Lands of the
City and County of
San Francisco
Parcel 65

APN 96-375-6-11

Parcel 63881-2

1296 OR 1
Parcel 5D

2386 OR 156, Parcel 6A

APN 96-375-6-8

2386 OR 156, Parcel 6B

1296 OR 1
Parcel 5C

2386 OR 156, Parcel 6A

Parcel 63881-1

POB
63881-1

2386 OR 156
Parcel 7A

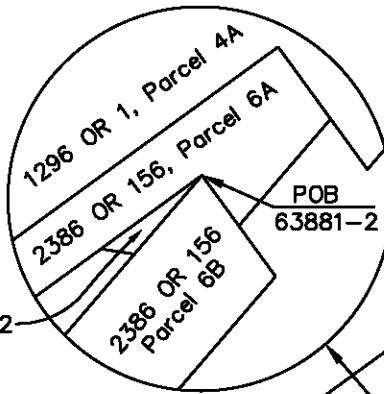
1296 OR 1
Parcel 5A

Parcel 63868-3

Continues on Page 2 of 5

Date: December 17, 2020

Drawing No. 20-0036



Parcel 63869-1
1296 OR 1
Parcel 5E
POB
63868-1
Parcel 63868-1

1296 OR 1, Parcel 4A

Parcel 63881-2

Lands of the
City and County of
San Francisco
Parcel 65

APN 96-375-7-3

Legend

OR	Official Records
POB	Point of Beginning
APN	Assessor's Parcel Number
CCSF	City and County of San Francisco

Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

Scale: 1" = 400'

Page 4 of 5

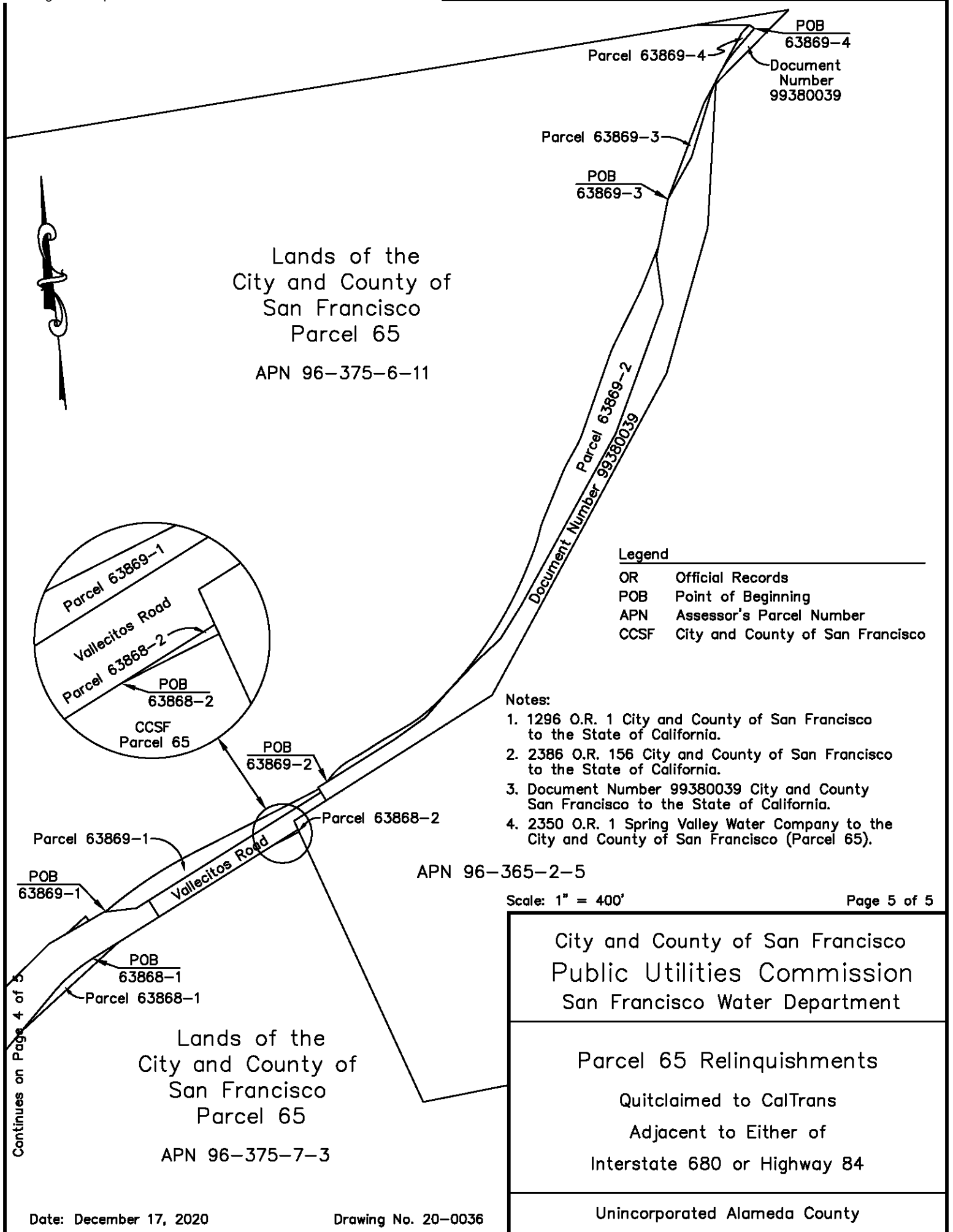
City and County of San Francisco
Public Utilities Commission
San Francisco Water Department

Parcel 65 Relinquishments

Quitclaimed to CalTrans
Adjacent to Either of
Interstate 680 or Highway 84

Unincorporated Alameda County

Continues on Page 5 of 5



Legend

OR	Official Records
POB	Point of Beginning
APN	Assessor's Parcel Number
CCSF	City and County of San Francisco

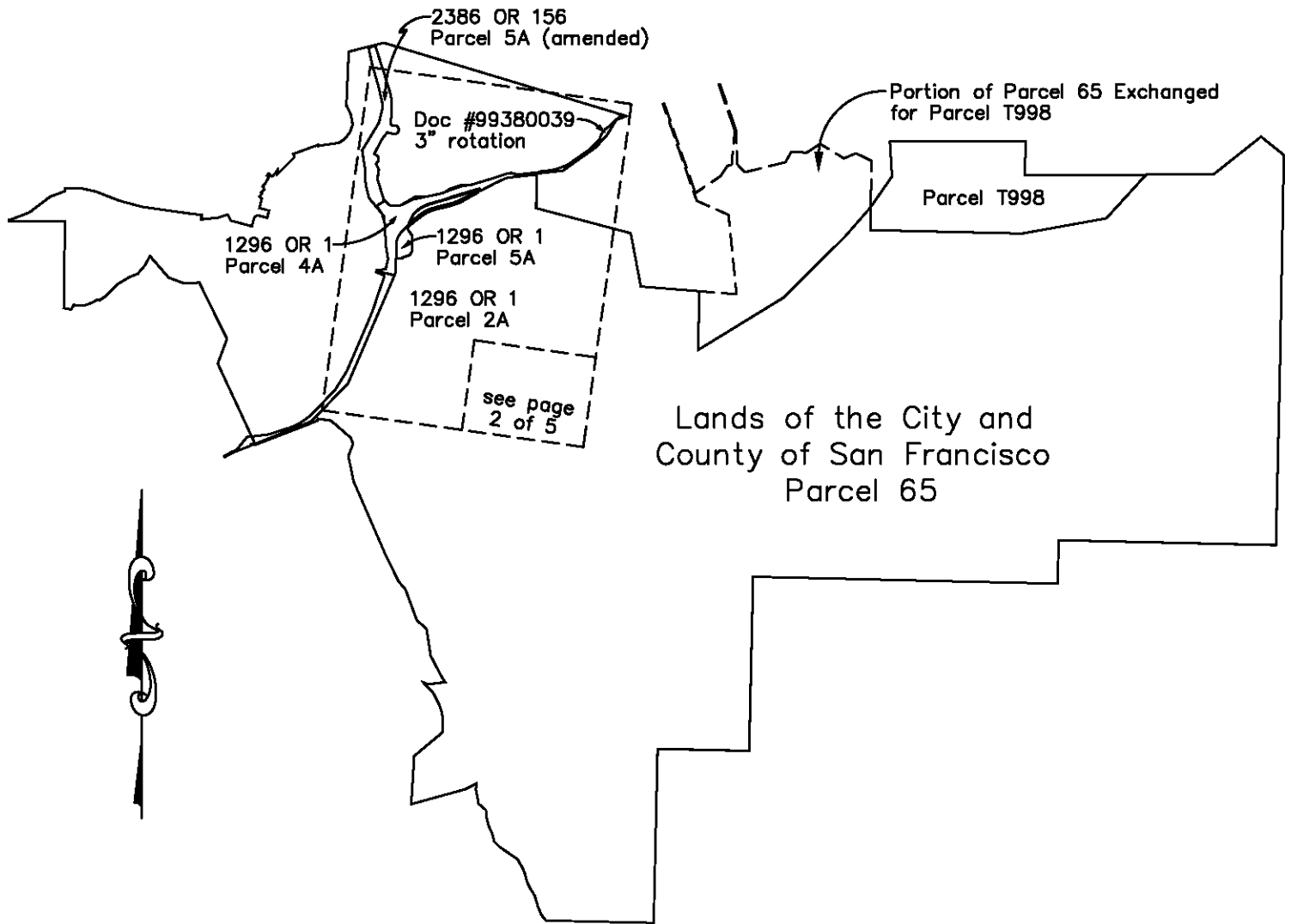
Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

EXHIBIT B-2

**PARCEL 65 RELINQUISHMENTS- CALTRANS ACCESS EASEMENT PARCELS
MAP**

[see attached]



Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

Legend

Doc # Document Number
O.R. Official Records

Scale: 1" = 5000'

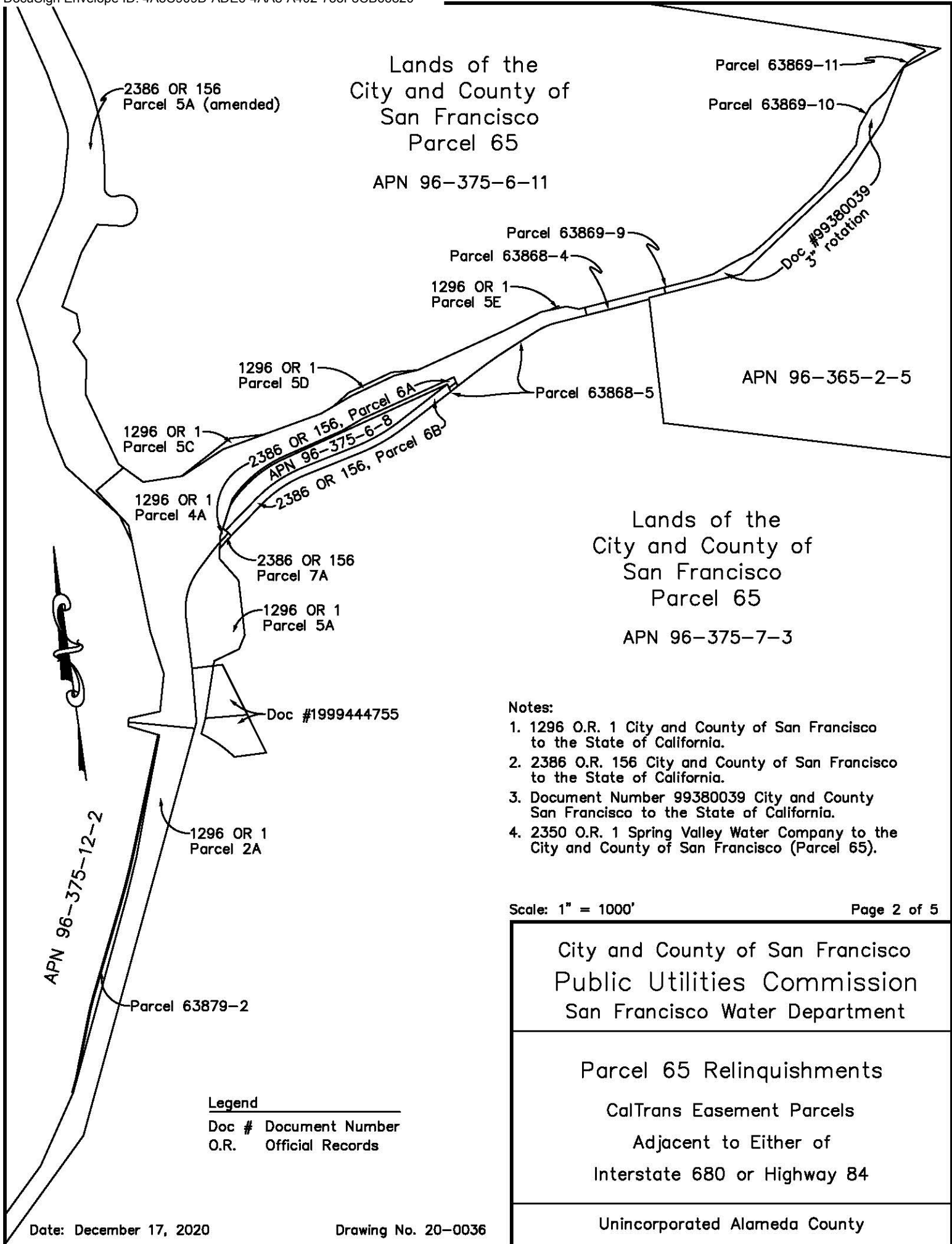
Page 1 of 5

City and County of San Francisco
Public Utilities Commission
San Francisco Water Department

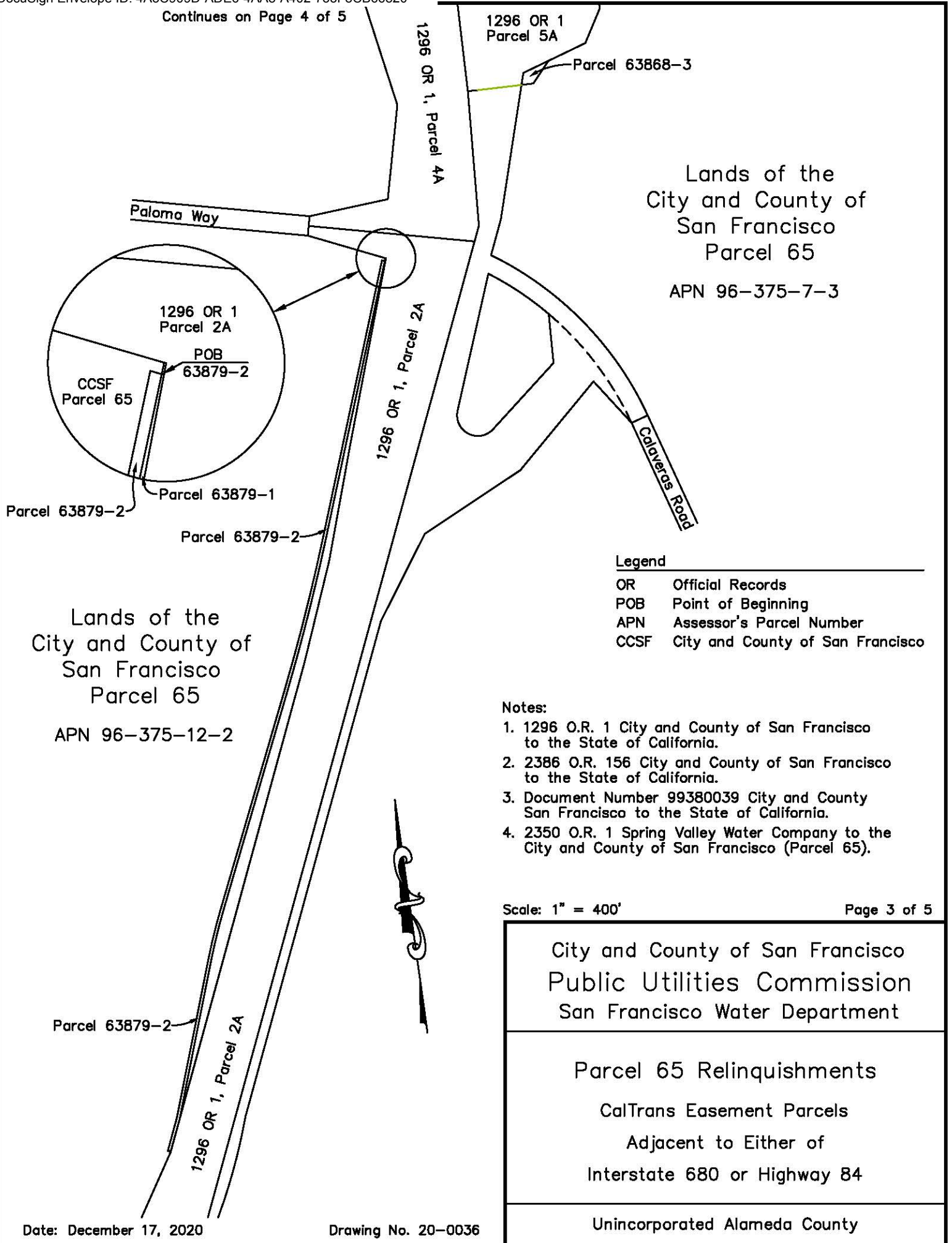
Parcel 65 Relinquishments

CalTrans Easement Parcels
Adjacent to Either of
Interstate 680 or Highway 84

Unincorporated Alameda County



Continues on Page 4 of 5



Lands of the
City and County of
San Francisco
Parcel 65

APN 96-375-6-11

Parcel 63869-1
1296 OR 1
Parcel 5E
Parcel 63868-1
1296 OR 1, Parcel 4A
Parcel 63868-5
Parcel 63881-2
2386 OR 156, Parcel 6A
1296 OR 1
Parcel 5D
Parcel 63881-1
2386 OR 156
Parcel 7A
1296 OR 1, Parcel 4A
Parcel 63868-3

Continues on Page 5 of 5

Lands of the
City and County of
San Francisco
Parcel 65

APN 96-375-7-3

Legend

OR	Official Records
POB	Point of Beginning
APN	Assessor's Parcel Number
CCSF	City and County of San Francisco

Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

Scale: 1" = 400'

Page 4 of 5

City and County of San Francisco
Public Utilities Commission
San Francisco Water Department

Parcel 65 Relinquishments

CalTrans Easement Parcels
Adjacent to Either of
Interstate 680 or Highway 84

Unincorporated Alameda County

Continues on Page 3 of 5

Date: December 17, 2020

Drawing No. 20-0036

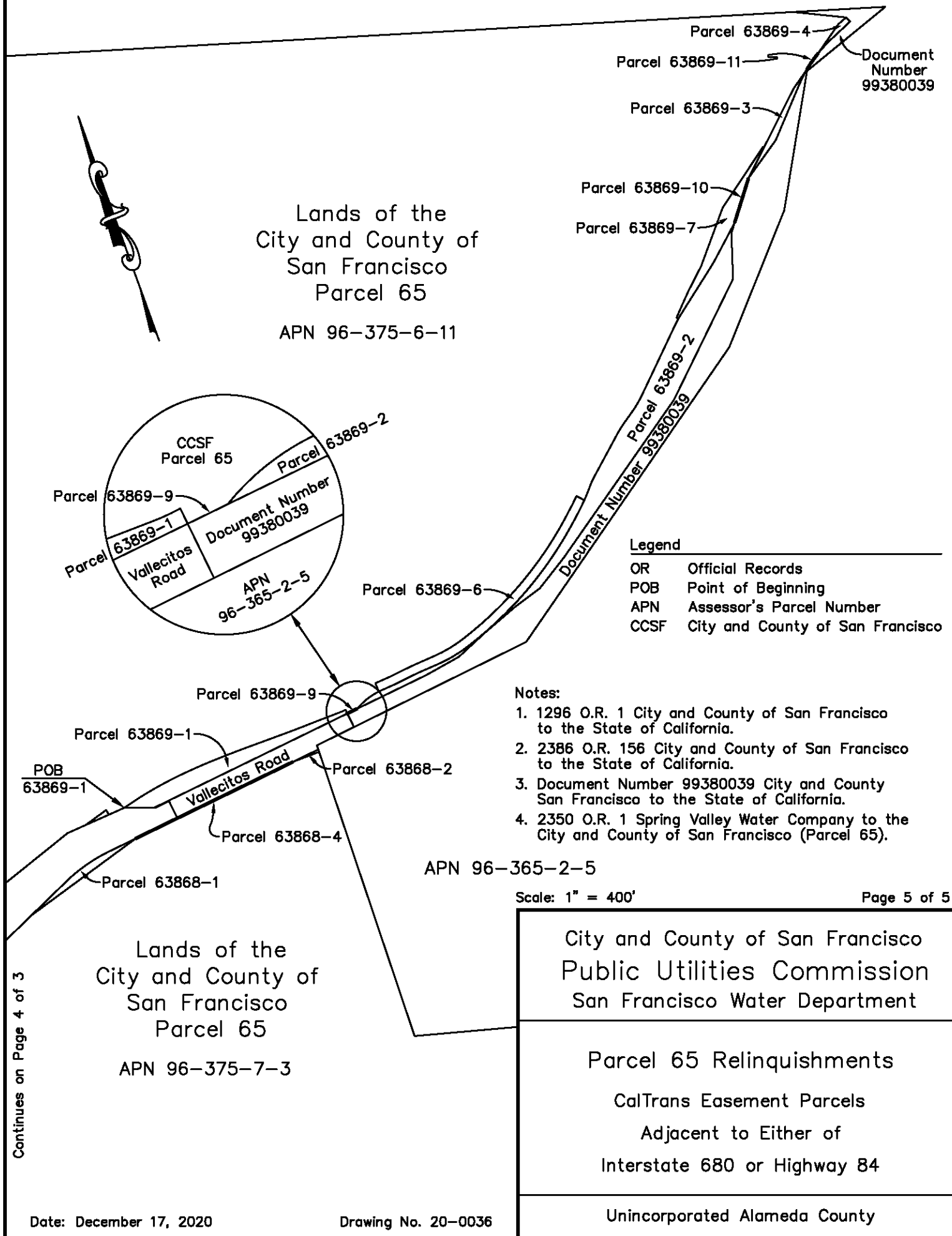
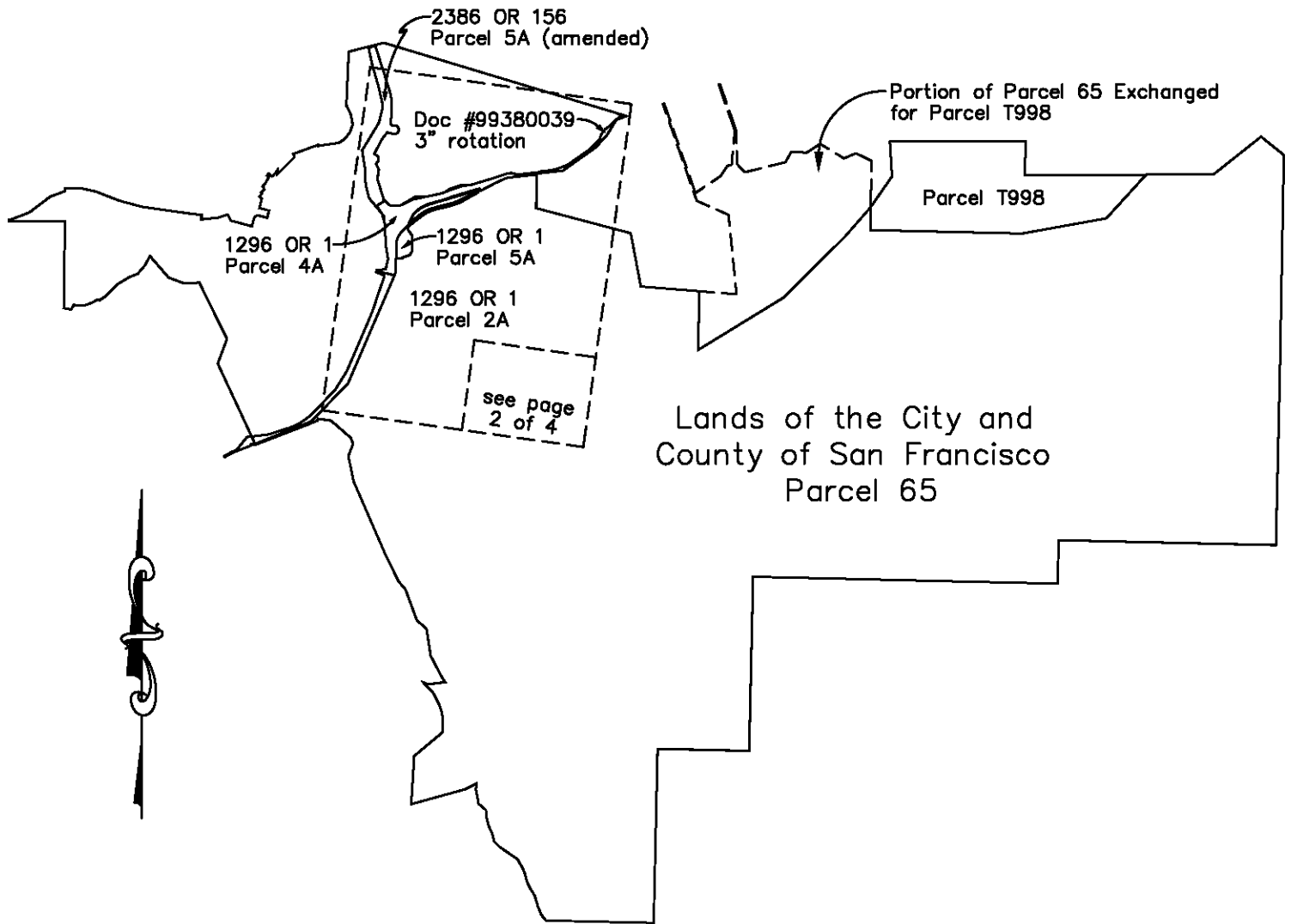


EXHIBIT B-3

**PARCEL 65 RELINQUISHMENTS-CALTRANS RETAINING WALL EASEMENT
PARCELS MAP**

[see attached]



Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

Legend

Doc # Document Number
O.R. Official Records

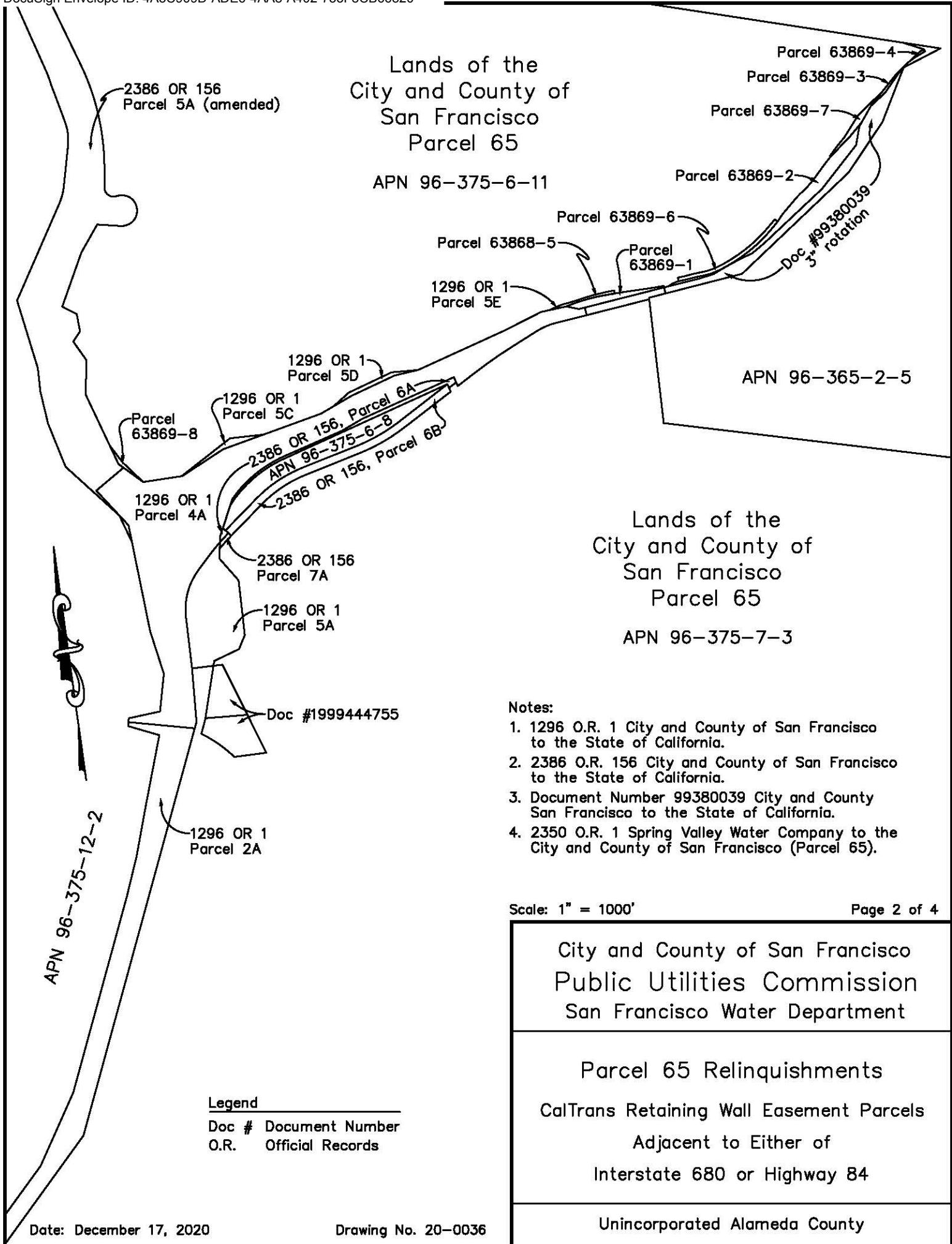
Scale: 1" = 5000'

Page 1 of 4

City and County of San Francisco
Public Utilities Commission
San Francisco Water Department

Parcel 65 Relinquishments
CalTrans Retaining Wall Easement Parcels
Adjacent to Either of
Interstate 680 or Highway 84

Unincorporated Alameda County



Lands of the
City and County of
San Francisco
Parcel 65

APN 96-375-6-11

Lands of the
City and County of
San Francisco
Parcel 65

APN 96-375-7-3

Legend

OR	Official Records
POB	Point of Beginning
APN	Assessor's Parcel Number
CCSF	City and County of San Francisco

Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

Scale: 1" = 400'

Page 3 of 4

City and County of San Francisco
Public Utilities Commission
San Francisco Water Department

Parcel 65 Relinquishments
CalTrans Retaining Wall Easement Parcels
Adjacent to Either of
Interstate 680 or Highway 84

Unincorporated Alameda County

Lands of the
City and County of
San Francisco
Parcel 65

APN 96-376-7-2

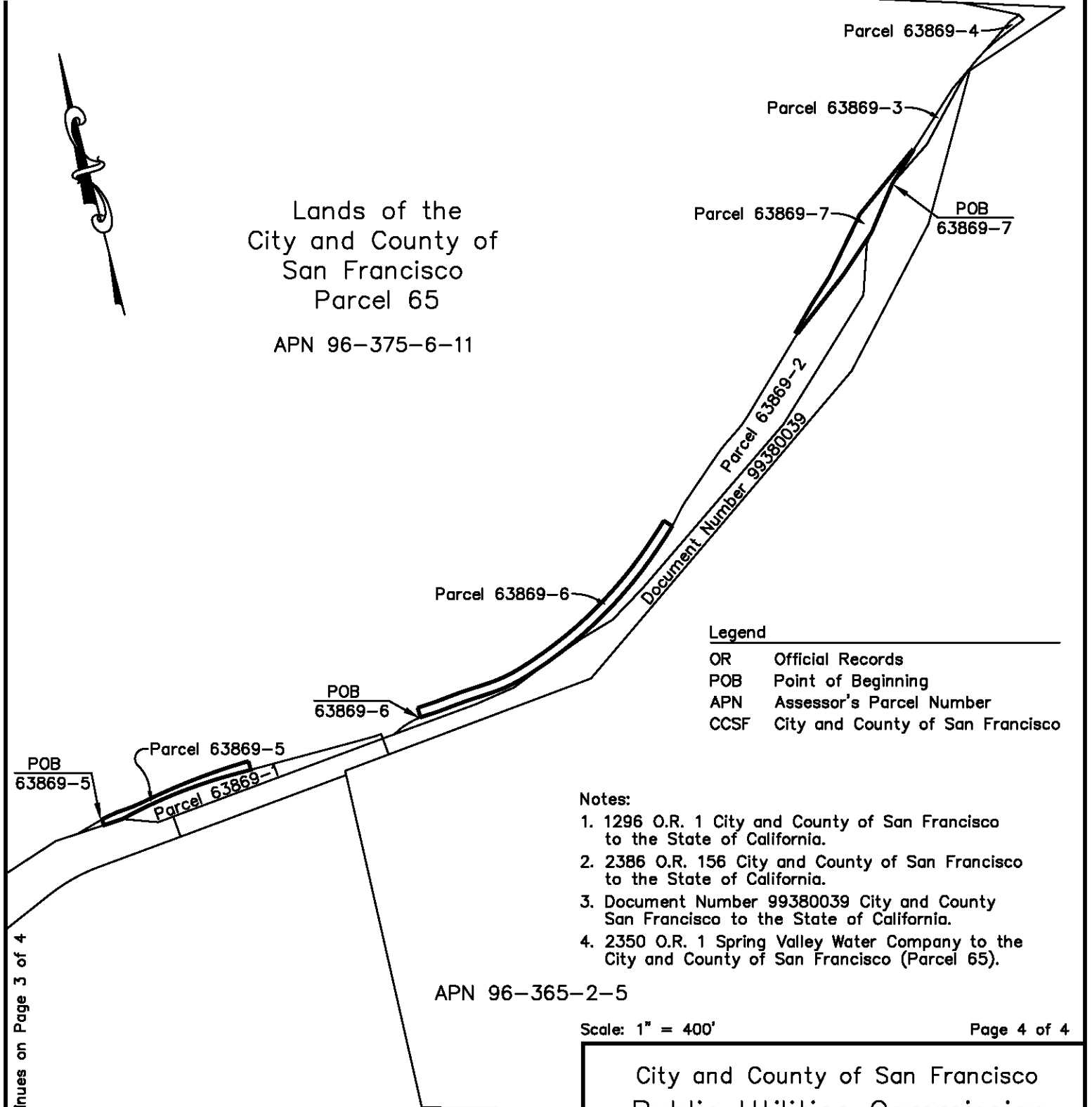
Date: December 17, 2020

Drawing No. 20-0036

Continues on Page 4 of 4

Lands of the
City and County of
San Francisco
Parcel 65

APN 96-375-6-11



Legend

OR	Official Records
POB	Point of Beginning
APN	Assessor's Parcel Number
CCSF	City and County of San Francisco

Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

APN 96-365-2-5

Scale: 1" = 400'

Page 4 of 4

Lands of the
City and County of
San Francisco
Parcel 65

APN 96-375-7-3

City and County of San Francisco
Public Utilities Commission
San Francisco Water Department

Parcel 65 Relinquishments
CalTrans Retaining Wall Easement Parcels
Adjacent to Either of
Interstate 680 or Highway 84

Unincorporated Alameda County

EXHIBIT B-4

PARCEL 65 RELINQUISHMENTS-PG&E EASEMENT PARCELS MAP

[see attached]

Lands of the
City and County of
San Francisco
Parcel 65

APN 96-375-6-11

Lands of the
City and County of
San Francisco
Parcel 65

APN 96-375-7-3

APN 96-365-2-5

APN 96-375-12-2

2386 OR 156
Parcel 5A (amended)

Parcel 63868-6

1296 OR 1
Parcel 5E

1296 OR 1
Parcel 5D

1296 OR 1
Parcel 5C

1296 OR 1
Parcel 4A

2386 OR 156, Parcel 6A
APN 96-375-6-8
2386 OR 156, Parcel 6B
2386 OR 156
Parcel 7A

Parcel 63868-8

1296 OR 1
Parcel 5A

Parcel 63868-7

Doc #1999444755

1296 OR 1
Parcel 2A

Parcel 63879-3

Legend

Doc # Document Number
O.R. Official Records

Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

Scale: 1" = 1000'

Page 2 of 5

City and County of San Francisco
Public Utilities Commission
San Francisco Water Department

Parcel 65 Relinquishments

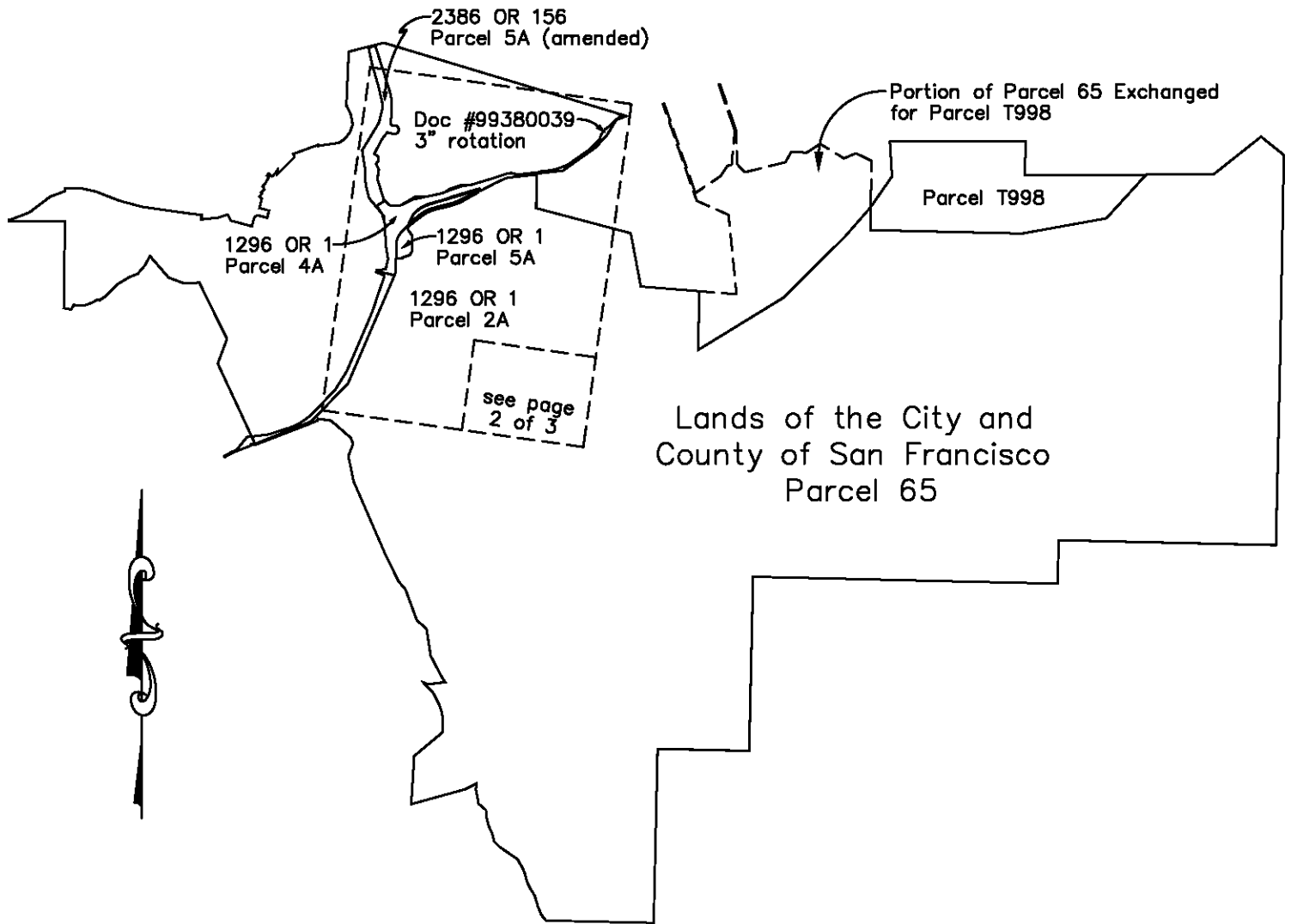
Easements Granted to PG&E
Adjacent to Either of
Interstate 680 or Highway 84

Unincorporated Alameda County

EXHIBIT B-5

PARCEL 65 RELINQUISHMENTS-ALAMEDA COUNTY FEE PARCELS MAP

[see attached]



Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

Legend

Doc # Document Number
O.R. Official Records

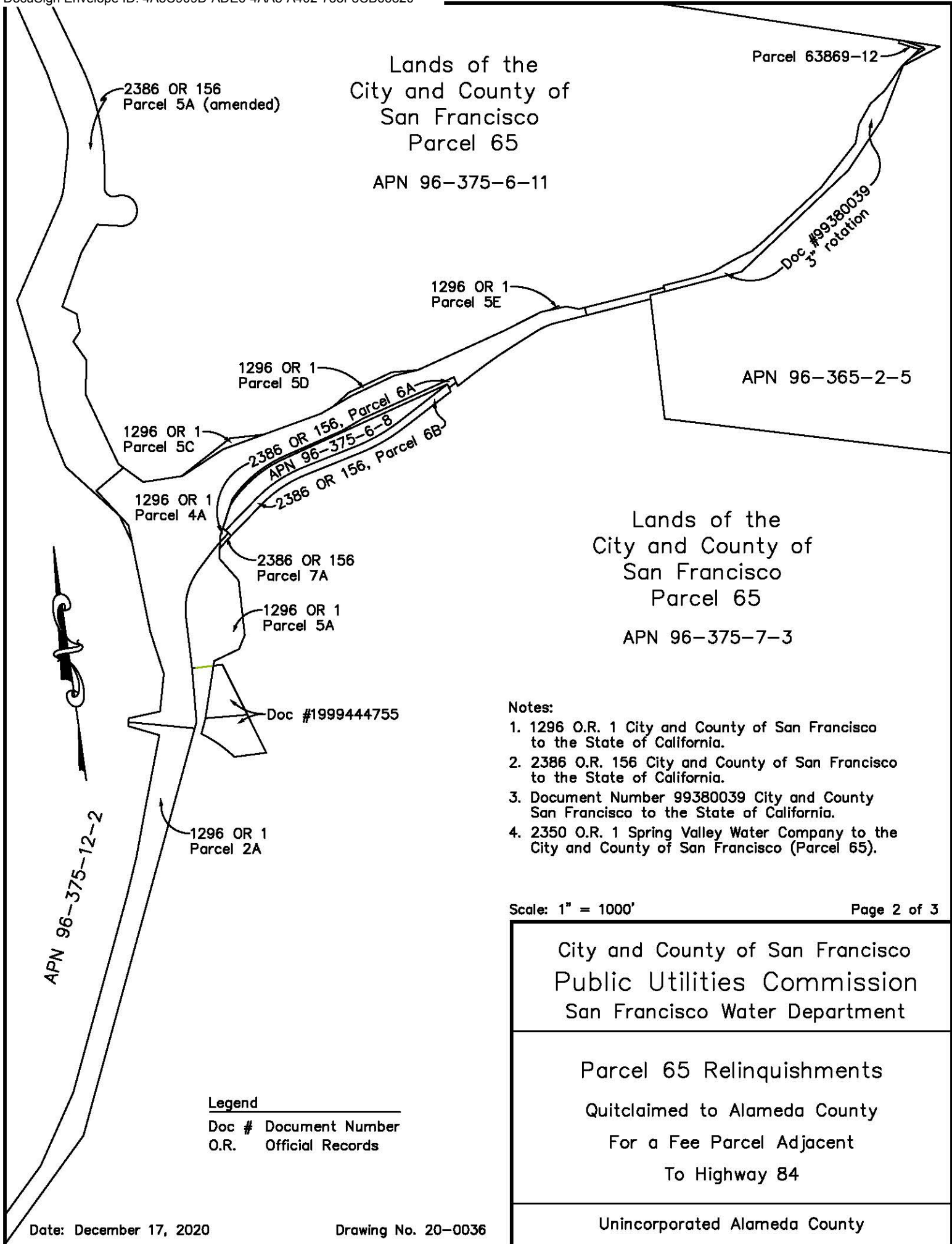
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Page 1 of 3

City and County of San Francisco
Public Utilities Commission
San Francisco Water Department

Parcel 65 Relinquishments
Quitclaimed to Alameda County
For a Fee Parcel Adjacent
To Highway 84

Unincorporated Alameda County



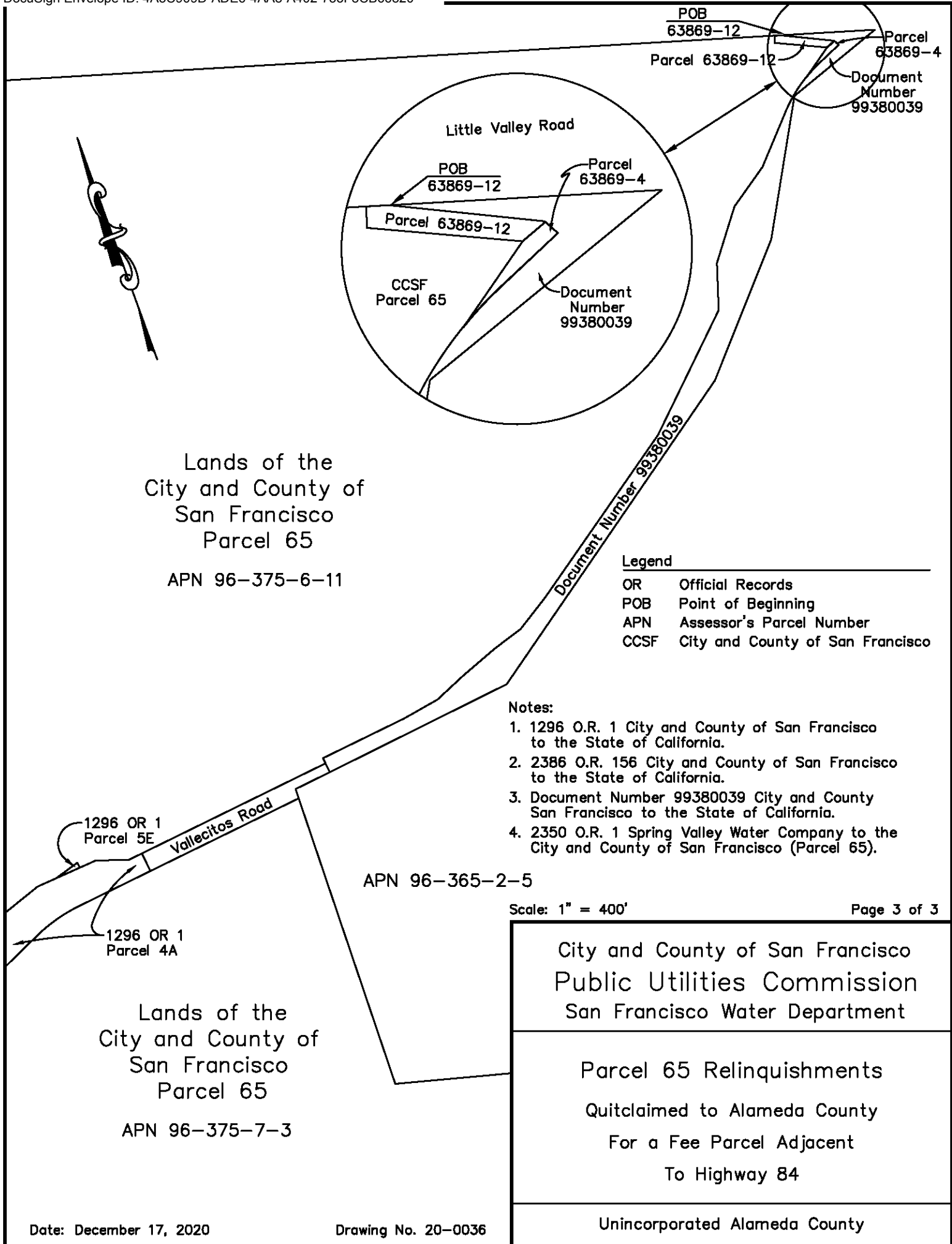
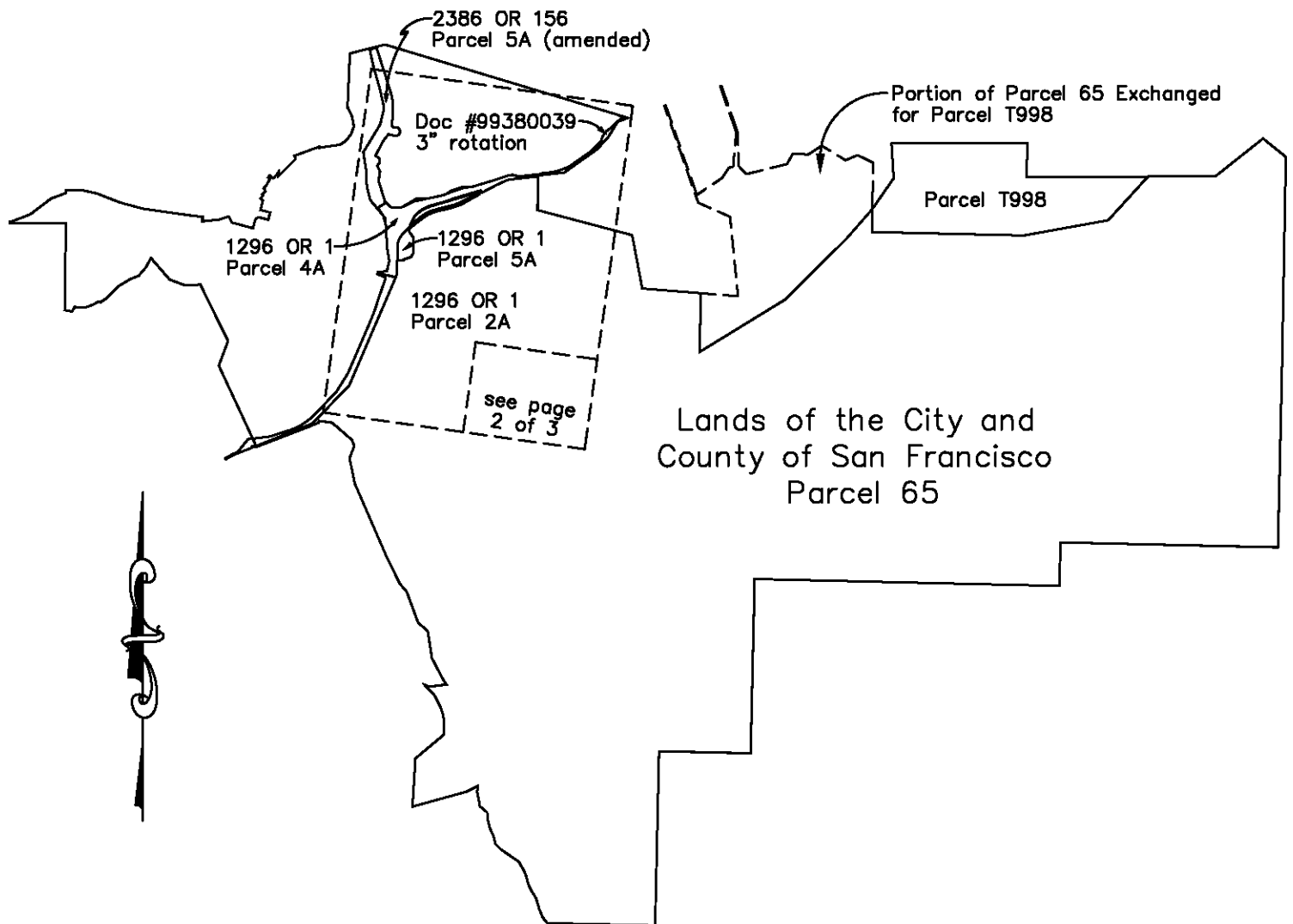


EXHIBIT B-6

**PARCEL 65 RELINQUISHMENTS-ALAMEDA COUNTY ACCESS EASEMENT
PARCELS MAP**

[see attached]



Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

Legend

Doc # Document Number
O.R. Official Records

Scale: 1" = 5000'

Page 1 of 3

City and County of San Francisco
Public Utilities Commission
San Francisco Water Department

Parcel 65 Relinquishments

Granted to Alameda County
For an Easement Adjacent
To Interstate 680

Unincorporated Alameda County

Lands of the
City and County of
San Francisco
Parcel 65

APN 96-375-6-11

2386 OR 156
Parcel 5A (amended)

1296 OR 1
Parcel 5E

Doc #99380039
5th rotation

APN 96-365-2-5

1296 OR 1
Parcel 5D

1296 OR 1
Parcel 5C

2386 OR 156, Parcel 6A

APN 96-375-6-8

2386 OR 156, Parcel 6B

1296 OR 1
Parcel 4A

2386 OR 156
Parcel 7A

1296 OR 1
Parcel 5A

Doc #1999444755

1296 OR 1
Parcel 2A

Lands of the
City and County of
San Francisco
Parcel 65

APN 96-375-7-3

Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

Scale: 1" = 1000'

Page 2 of 3

City and County of San Francisco
Public Utilities Commission
San Francisco Water Department

Parcel 65 Relinquishments

Granted to Alameda County
For an Easement Adjacent
To Interstate 680

Unincorporated Alameda County

Legend

Doc # Document Number
O.R. Official Records

APN 96-375-12-2

Parcel 63879-4

Continues on Page 2 of 3

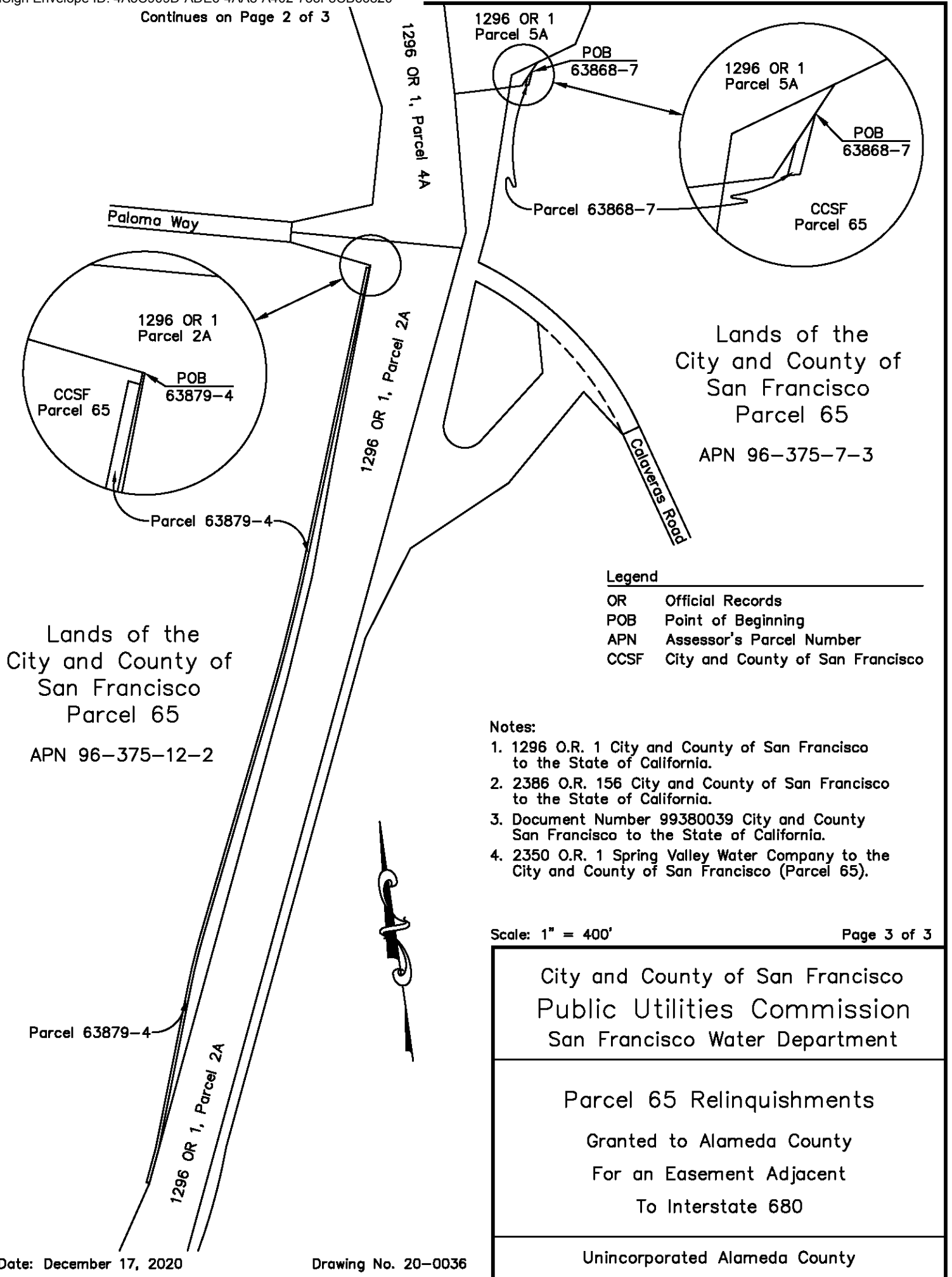


EXHIBIT C

FORM OF QUITCLAIM DEED TO STATE OF CALIFORNIA

[see attached]

RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:

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

and

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

MAIL TAX STATEMENTS TO:

State of California
Department of Transportation

Attn: _____ **[INSERT]**

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)

Portions of APN 096-0375-006-08, APN 096-0375-006-
11, APN 096-0375-007-03, and APN 096-0375-012-02

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

QUITCLAIM DEED

(Portions of Assessor's Parcel No. 096-0375-006-08, Assessor's Parcel No. 096-0375-006-11,
Assessor's Parcel No. 096-0375-007-03, and Assessor's Parcel No. 096-0375-012-02)

FOR VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged, the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City"), pursuant to Resolution No. _____, adopted by the Board of Supervisors on _____, 2021, and approved by the Mayor on _____, 2021, hereby RELEASES, REMISES, AND QUITCLAIMS to the people of THE STATE OF CALIFORNIA, a California public agency, acting by and through its DEPARTMENT OF TRANSPORTATION, any and all right, title, and interest City may have in and to the parcels of real property located in an unincorporated portion of the County of Alameda, State of California, as described in the Description of the Property in the attached **Exhibit 1**, **Exhibit 1-1**, **Exhibit 1-2**, **Exhibit 1-3**, and **Exhibit 1-4**, and shown in the Depiction of the Property in the attached **Exhibit 2** and **Exhibit 2-1** (together, the "**Property**"), which is made a part of this quitclaim deed.

TOGETHER WITH any and all rights, privileges and easements incidental or appurtenant to the Property, including any and all minerals, oil, gas, and other hydrocarbon substances on and under the Property, as well as any and all development rights, air rights, water, water rights, riparian rights and water stock relating to the Property, and any and all easements, rights-of-way and other appurtenances used in connection with the beneficial use and enjoyment of the land and

all of Grantor's right, title, and interest in and to any and all roads and alleys adjoining or servicing the Property.

Executed as of this _____ day of _____, 2021.

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
ANDRICO PENICK
Director of Property

DESCRIPTION CHECKED/APPROVED:

By: _____
Tony Durkee
Chief Surveyor

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 San Francisco)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY, That the State of California, acting by and through the Department of Transportation (pursuant to Government Code Section 27281), hereby accepts for public purposes the real property described in the within deed and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2021.

ADETOKUNBO OMISHAKIN
Director of Transportation

By _____
MARK L. WEAVER, Attorney in Fact
Deputy District Director
Right of Way and Land Surveys

EXHIBIT 1 TO QUITCLAIM DEED TO STATE OF CALIFORNIA

Description of the Property

All that certain real property in Alameda County described and being a portion of PARCEL 65 in the Indenture to the City and County of San Francisco, a municipal corporation of the State of California dated and recorded March 3, 1930, in Book 2350, at Page 1, of the Official Records of Alameda County, and more particularly described as:

A portion of Assessor's Parcel No. 096-0375-006-11

The parcels of land described and designated as Parcels 63869-1 through 63869-4 in the attached **Exhibit 1-1**

A portion of Assessor's Parcel No. 096-0375-007-03

The parcels of land described and designated as Parcels 63868-1 through 63868-3 in the attached **Exhibit 1-2**.

A portion of Assessor's Parcel No. 096-0375-012-02

The parcel of land described and designated as Parcel 63879-1 in the attached **Exhibit 1-3**.

A portion of Assessor's Parcel No. 096-0375-006-08

The parcels of land described and designated as Parcels 63881-1 and 63881-2 in the attached **Exhibit 1-4**

EXHIBIT 1-1 TO QUITCLAIM DEED TO STATE OF CALIFORNIA

Description of the Property

(Assessor's Parcel No. 096-0375-006-11;
Caltrans Parcel Nos. 63869-1 through 63869-4)

[see attached]

Number
63869-1

(63869-2, 63869-3, 63869-4)

Exhibit "1-1"**PARCEL 63869-1**

A parcel of land situate in the unincorporated area of the County of Alameda, State of California, being a portion of Parcel 65 as described in the Indenture to the City and County of San Francisco, a municipal corporation of the State of California, recorded March 3, 1930 in Book 2350 at Page 1, Official Records of said County, being more particularly described as follows:

BEGINNING at a point on the general northerly line of PARCEL 4A as described in the Final Order of Condemnation recorded August 25, 1964 in Reel 1296 Image 1, Official Records of said County, said point of beginning being the easterly terminus of the course described as "N. 85°50'18" E., 215.84 feet" in said Final Order of Condemnation; thence departing said general northerly line, easterly, along the arc of a non-tangent curve to the right, concave to the south, the center of which bears South 14°39'32" East 1,526.15 feet, through a central angle of 13°47'28", an arc distance of 367.34 feet; thence North 89°07'56" East 366.91 feet; thence North 88°51'39" East 83.34 feet; thence easterly, along the arc of a curve to the left, concave to the north, having a radius of 201.00 feet, through a central angle of 7°28'23", an arc distance of 26.22 feet to a point on the westerly line of the parcel as described in the Grant Deed to the State of California recorded October 6, 1999 as Document No. 99380039, Official Records of said County; thence along said westerly line, the general northerly line of that 66-foot wide strip of land described in the Indenture between I. O. Kassar, Et. Al. and the County of Alameda made April 15, 1931 and recorded June 5, 1931, in Book 2643 at Page 3, Official Records of said County, and the first said general northerly line the following three (3) courses: (1) South 06°03'34" East 14.71 feet; (2) South 83°53'36" West 745.12 feet; and (3) North 70°44'29" West 105.98 feet to the **POINT OF BEGINNING**.

CONTAINING 35,388 square feet, more or less.

PARCEL 63869-2

A parcel of land situate in the unincorporated area of the County of Alameda, State of California, being a portion of Parcel 65 as described in the Indenture to the City and County of San Francisco, a municipal corporation of the State of California, recorded March 3, 1930 in Book 2350 at Page 1, Official Records of said County, being more particularly described as follows:

COMMENCING at the northwesterly corner of the parcel as described in the Grant Deed to the State of California recorded October 6, 1999 as Document No. 99380039, Official Records of said County; thence along the general northerly line of said State of California parcel, North 83°56'26" East 38.60 feet to the **TRUE POINT OF BEGINNING**; thence departing said general northerly line, easterly, along the arc of a non-tangent curve to the right, concave to the south, the center of which bears South 31°14'05" East 219.41 feet, through a central angle of 28°01'49", an arc distance of 107.34 feet to a point of reverse curvature; thence easterly, along the arc of a curve to the left, concave to the north, having a radius of 1,322.00 feet, through a central angle of 4°33'20", an arc distance of 105.11 feet to a point of reverse curvature; thence easterly, along the arc of a curve to the right, concave to the south, having a radius of 499.00 feet, through a central angle of 3°49'59", an arc distance of 33.38 feet; thence North 86°04'23" East 78.04 feet; thence easterly, along the arc of a curve to the left, concave to the north, having a radius of 501.00 feet, through a central angle of 13°44'31", an arc distance of 120.16 feet to a point of

Number
63869-1

(63869-2, 63869-3, 63869-4)

compound curvature; thence northeasterly, along the arc of a curve to the left, concave to the northwest, having a radius of 1,342.00 feet, through a central angle of 24°28'40", an arc distance of 573.33 feet; thence North 47°51'12" East 48.42 feet; thence northeasterly, along the arc of a curve to the left, concave to the northwest, having a radius of 501.00 feet, through a central angle of 7°40'33", an arc distance of 67.12 feet; thence North 40°10'39" East 22.56 feet; thence northeasterly, along the arc of a curve to the right, concave to the southeast, having a radius of 199.00 feet, through a central angle of 8°04'58", an arc distance of 28.07 feet; thence North 48°15'37" East 174.98 feet; thence northeasterly, along the arc of a curve to the right, concave to the southeast, having a radius of 374.00 feet, through a central angle of 7°05'37", an arc distance of 46.30 feet; thence North 55°21'14" East 51.36 feet; thence northeasterly, along the arc of a curve to the left, concave to the northwest, having a radius of 326.00 feet, through a central angle of 10°07'06", an arc distance of 57.57 feet; thence North 45°14'08" East 273.65 feet; thence northeasterly, along the arc of a curve to the right, concave to the southeast, having a radius of 374.00 feet, through a central angle of 6°55'51", an arc distance of 45.24 feet; thence North 52°09'59" East 188.54 feet; thence northeasterly, along the arc of a curve to the left, concave to the northwest, having a radius of 526.00 feet, through a central angle of 4°25'12", an arc distance of 40.58 feet; thence North 47°44'47" East 136.55 feet to a point on said general northerly line, thence along said general northerly line the following ten (10) courses: (1) South 37°13'08" West 37.84 feet; (2) South 17°50'32" West 159.23 feet; (3) South 45°56'53" West 468.74 feet; (4) South 54°48'44" West 667.01 feet; (5) South 57°55'41" West 135.89 feet; (6) South 72°56'30" West 110.27 feet; (7) South 69°17'08" West 138.29 feet; (8) South 67°09'08" West 120.44 feet; (9) South 80°32'01" West 129.23 feet; and (10) South 83°56'26" West 266.89 feet to the **TRUE POINT OF BEGINNING**.

CONTAINING 117,555 square feet, more or less.

PARCEL 63869-3

A parcel of land situate in the unincorporated area of the County of Alameda, State of California, being a portion of Parcel 65 as described in the Indenture to the City and County of San Francisco, a municipal corporation of the State of California, recorded March 3, 1930 in Book 2350 at Page 1, Official Records of said County, being more particularly described as follows:

BEGINNING at a point on the general northwesterly line of the parcel as described in the Grant Deed to the State of California recorded October 6, 1999 as Document No. 99380039, Official Records of said County, said point of beginning being the northeasterly terminus of the course described as "S. 37°13'11" W., 200.00 feet" in said Grant Deed (South 37°13'08" West for purposes of this description); thence departing said general northwesterly line, North 46°36'37" East 348.36 feet; thence North 54°37'56" East 80.87 feet to a point on said general northwesterly line; thence along said general northwesterly line the following three (3) courses: (1) southwesterly, along the arc of a non-tangent curve to the left, concave to the southeast, the center of which bears South 39°37'55" East 465.96 feet, through a central angle of 7°44'25", an arc distance of 62.95 feet; (2) South 42°49'21" West 204.38 feet; and (3) South 55°22'22" West 163.52 feet to the **TRUE POINT OF BEGINNING**.

CONTAINING 5,934 square feet, more or less.

Number
63869-1

(63869-2, 63869-3, 63869-4)

PARCEL 63869-4

A parcel of land situate in the unincorporated area of the County of Alameda, State of California, being a portion of Parcel 65 as described in the Indenture to the City and County of San Francisco, a municipal corporation of the State of California, recorded March 3, 1930 in Book 2350 at Page 1, Official Records of said County, being more particularly described as follows:

BEGINNING at a point on the general northwesterly line of the parcel as described in the Grant Deed to the State of California recorded October 6, 1999 as Document No. 99380039, Official Records of said County, said point of beginning being the northeasterly terminus of the course described as "S. 66°42'15" W., 93.49 feet" in said Grant Deed (South 66°42'12" West for purposes of this description); thence along said general northwesterly line the following two (2) courses: (1) South 66°42'12" West 93.49 feet; and (2) southwesterly, along the arc of a curve to the left, concave to the southeast, having a radius of 465.96 feet, through a central angle of 7°48'51", an arc distance of 63.55 feet; thence departing last said line, North 54°37'56" East 122.58 feet; thence North 69°29'38" East 35.15 feet to a point on said general northwesterly line; thence along said general northwesterly line, South 28°45'01" East 19.69 feet to the **POINT OF BEGINNING.**

CONTAINING 1,845 square feet, more or less.

The bearings and distances used in the above descriptions are based on the California Coordinate System of 1983 (CCS83) Zone 3, Epoch 2010.00. Multiply distances by 1.0000871 to obtain ground distances.

This real property description has been prepared by me, or under my direction, in conformance with the California Professional Land Surveyors' Act.



Brian M. Coleson, LS 8367

5/4/2021

Date

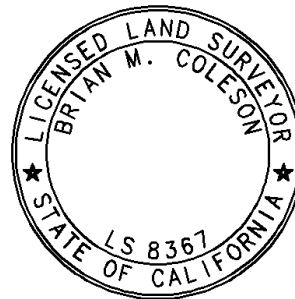


EXHIBIT 1-2 TO QUITCLAIM DEED TO STATE OF CALIFORNIA

Description of the Property

(Assessor's Parcel No. 096-0375-007-03;
Caltrans Parcel Nos. 63868-1 through 63868-3)

[see attached]

Number
63868-1
(63868-2, 63868-3)

Exhibit "1-2"

PARCEL 63868-1

A parcel of land situate in the unincorporated area of the County of Alameda, State of California, being a portion of Parcel 65 as described in the Indenture to the City and County of San Francisco, a municipal corporation of the State of California, recorded March 3, 1930 in Book 2350 at Page 1, Official Records of said County, being more particularly described as follows:

BEGINNING at a point on the general southerly line of PARCEL 4A as described in the Final Order of Condemnation recorded August 25, 1964 in Reel 1296 Image 1, Official Records of said County, said point of beginning being the westerly terminus of the course described as "S. 83°53'35" W., 266.45 feet" in said Final Order of Condemnation (South 83°53'36" West for purposes of this description); thence along said general southerly line, North 83°53'36" East 104.60 feet; thence departing said general southerly line, South 73°29'18" West 449.03 feet to a point on said general southerly line; thence along said general southerly line, North 65°39'20" East 168.19 feet; thence easterly, along the arc of a curve to the right, concave to the south, having a radius of 566.55 feet, through a central angle of 18°14'16", an arc distance of 180.34 feet to the **POINT OF BEGINNING**.

CONTAINING 7,493 square feet, more or less.

PARCEL 63868-2

A parcel of land situate in the unincorporated area of the County of Alameda, State of California, being a portion of Parcel 65 as described in the Indenture to the City and County of San Francisco, a municipal corporation of the State of California, recorded March 3, 1930 in Book 2350 at Page 1, Official Records of said County, being more particularly described as follows:

COMMENCING at a point on the general southerly line of PARCEL 4A as described in the Final Order of Condemnation recorded August 25, 1964 in Reel 1296 Image 1, Official Records of said County, said point of commencement being the westerly terminus of the course described as "S. 83°53'35" W., 266.45 feet" in said Final Order of Condemnation (South 83°53'36" West for purposes of this description); thence along said general southerly line and the southerly line of that 66-foot wide strip of land described in the Indenture between I. O. Kassar, Et. Al. and the County of Alameda made April 15, 1931 and recorded June 5, 1931, in Book 2643 at Page 3, Official Records of said County the following two (2) courses: (1) North 83°53'36" East 714.38 feet to the **TRUE POINT OF BEGINNING**; and (2) North 83°53'36" East 97.25 feet to a point on the general northerly line of said Parcel 65; thence along said general northerly line, South 00°50'09" West 9.03 feet; thence departing said general northerly line, South 89°13'15" West 96.57 feet to the **TRUE POINT OF BEGINNING**.

CONTAINING 436 square feet, more or less.

PARCEL 63868-3

A parcel of land situate in the unincorporated area of the County of Alameda, State of California, being a portion of Parcel 65 as described in the Indenture to the City and County of San Francisco, a municipal corporation of the State of California, recorded March 3, 1930 in Book 2350 at Page 1, Official Records of said County, being more particularly described as follows:

Number
63868-1

(63868-2, 63868-3)

BEGINNING at a point on the general southerly line of PARCEL 5A as described in the Final Order of Condemnation recorded August 25, 1964 in Reel 1296 Image 1, Official Records of said County, said point of beginning being the southerly terminus of the course described as "S. 16°43'04" W., 41.07 feet" in said Final Order of Condemnation; thence along said general southerly line the following two (2) courses: (1) North 16°43'04" East 41.10 feet; and (2) North 72°18'27" East 94.06 feet; thence departing last said line, South 41°41'47" West 105.58 feet to a point on the northerly line of Parcel 2 as described in the Joint Tenancy Grant Deed Correction Deed to Michael A. Gbadebo recorded December 14, 1999 as Document No. 1999444755, Official Records of said County; thence along said northerly line, North 88°51'17" West 40.19 feet to the **POINT OF BEGINNING**.

CONTAINING 3,001 square feet, more or less.

The bearings and distances used in the above descriptions are based on the California Coordinate System of 1983 (CCS83) Zone 3, Epoch 2010.00. Multiply distances by 1.0000871 to obtain ground distances.

This real property description has been prepared by me, or under my direction, in conformance with the California Professional Land Surveyors' Act.



Brian M. Coleson, LS 8367

5/4/2021

Date

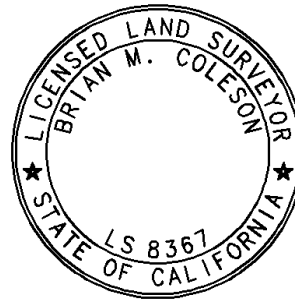


EXHIBIT 1-3 TO QUITCLAIM DEED TO STATE OF CALIFORNIA

Description of the Property

(Assessor's Parcel No. 096-0375-012-02;
Caltrans Parcel No. 63879-1)

[see attached]

Number

63879-1

Exhibit "1-3"**PARCEL 63879-1**

A parcel of land situate in the unincorporated area of the County of Alameda, State of California, being a portion of Parcel 65 as described in the Indenture to the City and County of San Francisco, a municipal corporation of the State of California, recorded March 3, 1930 in Book 2350 at Page 1, Official Records of said County, being more particularly described as follows:

BEGINNING at a point on the general westerly line of PARCEL 2A as described in the Final Order of Condemnation recorded August 25, 1964 in Reel 1296 Image 1, Official Records of said County, said point of beginning being the northerly terminus of the course described as "N. 18°50'14" E., 638.13 feet" in said Final Order of Condemnation (North 18°50'14" East for purposes of this description); thence along said general westerly line the following four (4) courses: (1) South 18°50'14" West 638.13 feet; (2) South 18°17'41" West 401.53 feet; (3) South 21°39'31" West 350.14 feet; (4) South 23°18'17" West 1,598.74 feet; thence departing said general westerly line, North 19°14'47" East 545.19 feet; thence northeasterly, along the arc of a curve to the right, concave to the southeast, having a radius of 1,978.00 feet, through a central angle of 5°01'35", an arc distance of 173.53 feet; thence North 24°16'22" East 774.04 feet; thence northeasterly, along the arc of a curve to the left, concave to the northwest, having a radius of 7,152.58 feet, through a central angle of 4°16'33", an arc distance of 533.77 feet; thence North 19°59'49" East 961.86 feet to a point on said general westerly line; thence along said general westerly line, South 65°50'00" East 1.75 feet to the **POINT OF BEGINNING**.

CONTAINING 72,251 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983 (CCS83) Zone 3, Epoch 2010.00. Multiply distances by 1.0000871 to obtain ground distances.

This real property description has been prepared by me, or under my direction, in conformance with the California Professional Land Surveyors' Act.



Brian M. Coleson, LS 8367

5/4/2021

Date



EXHIBIT 1-4 TO QUITCLAIM DEED TO STATE OF CALIFORNIA

Description of the Property

(Assessor's Parcel No. 096-0375-006-08;
Caltrans Parcel Nos. 63881-1 through 63881-2)

[see attached]

Number

63881-1

(63881-2)

Exhibit "1-4"**PARCEL 63881-1**

A parcel of land situate in the unincorporated area of the County of Alameda, State of California, being a portion of Parcel 65 as described in the Indenture to the City and County of San Francisco, a municipal corporation of the State of California, recorded March 3, 1930 in Book 2350 at Page 1, Official Records of said County, being more particularly described as follows:

BEGINNING at a point on the general easterly line of PARCEL 6A as described in the Final Order of Condemnation recorded April 18, 1969 in Reel 2386 Image 156, Official Records of said County, said point of beginning being the southerly terminus of the course described as "S. 26°19'30" W., 207.56 feet" in said Final Order of Condemnation (South 26°19'30" West for purposes of this description); thence along said general easterly line the following two courses: (1) North 26°19'30" East 207.56 feet, and (2) northeasterly, along the arc of a curve to the right, concave to the southeast, the center of which bears South 48°50'31" East 1,065.00 feet, through a central angle of 15°08'31", an arc distance of 281.45 feet; thence departing said general easterly line, South 39°13'30" West 479.10 feet to the **POINT OF BEGINNING**.

CONTAINING 12,839 square feet, more or less.

PARCEL 63881-2

A parcel of land situate in the unincorporated area of the County of Alameda, State of California, being a portion of Parcel 65 as described in the Indenture to the City and County of San Francisco, a municipal corporation of the State of California, recorded March 3, 1930 in Book 2350 at Page 1, Official Records of said County, being more particularly described as follows:

BEGINNING at a point on the general southerly line of PARCEL 6A as described in the Final Order of Condemnation recorded April 18, 1969 in Reel 2386 Image 156, Official Records of said County, said point of beginning being the easterly terminus of the course described as "S. 73°30'00" W., 1517.53 feet" in said Final Order of Condemnation (South 73°30'00" West for purposes of this description), said point of beginning also lying on the on the general northwesterly line of Parcel 1 as described in the Relinquishment of Highway Right of Way to the County of Alameda, recorded February 2, 1976 in Book 4246 at Page 674, Official Records of said County; thence departing said general southerly line and along said general northwesterly line, South 60°12'50" West 56.39 feet; thence departing said general northwesterly line, North 61°31'08" West 18.33 feet to a point on said general southerly line; thence along said general southerly line, North 73°30'00" East 67.84 feet to the **POINT OF BEGINNING**.

CONTAINING 440 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983 (CCS83) Zone 3, Epoch 2010.00. Multiply distances by 1.0000871 to obtain ground distances.

This real property description has been prepared by me, or under my direction, in conformance with the California Professional Land Surveyors' Act.



06/14/2020

Brian M. Coleson, LS 8367

Date



EXHIBIT 2 TO QUITCLAIM DEED TO STATE OF CALIFORNIA

Depiction of the Property

All that certain real property in Alameda County described and being a portion of Parcel 65 in the Indenture to the City and County of San Francisco, a municipal corporation of the State of California dated and recorded March 3, 1930, in Book 2350, at Page 1, of the Official Records of Alameda County, and more particularly depicted as:

A portion of Assessor's Parcel No. 096-0375-006-11

The parcels of land designated as Parcels 63869-1 through 63869-4, and depicted in the Depiction of the Property in the attached **Exhibit 2-1**.

A portion of Assessor's Parcel No. 096-0375-007-03

The parcels of land designated as Parcels 63868-1 through 63868-3, and depicted in the Depiction of the Property in the attached **Exhibit 2-1**.

A portion of Assessor's Parcel No. 096-0375-012-02

The parcel of land designated as Parcels 63879-1, and depicted in the Depiction of the Property in the attached **Exhibit 2-1**.

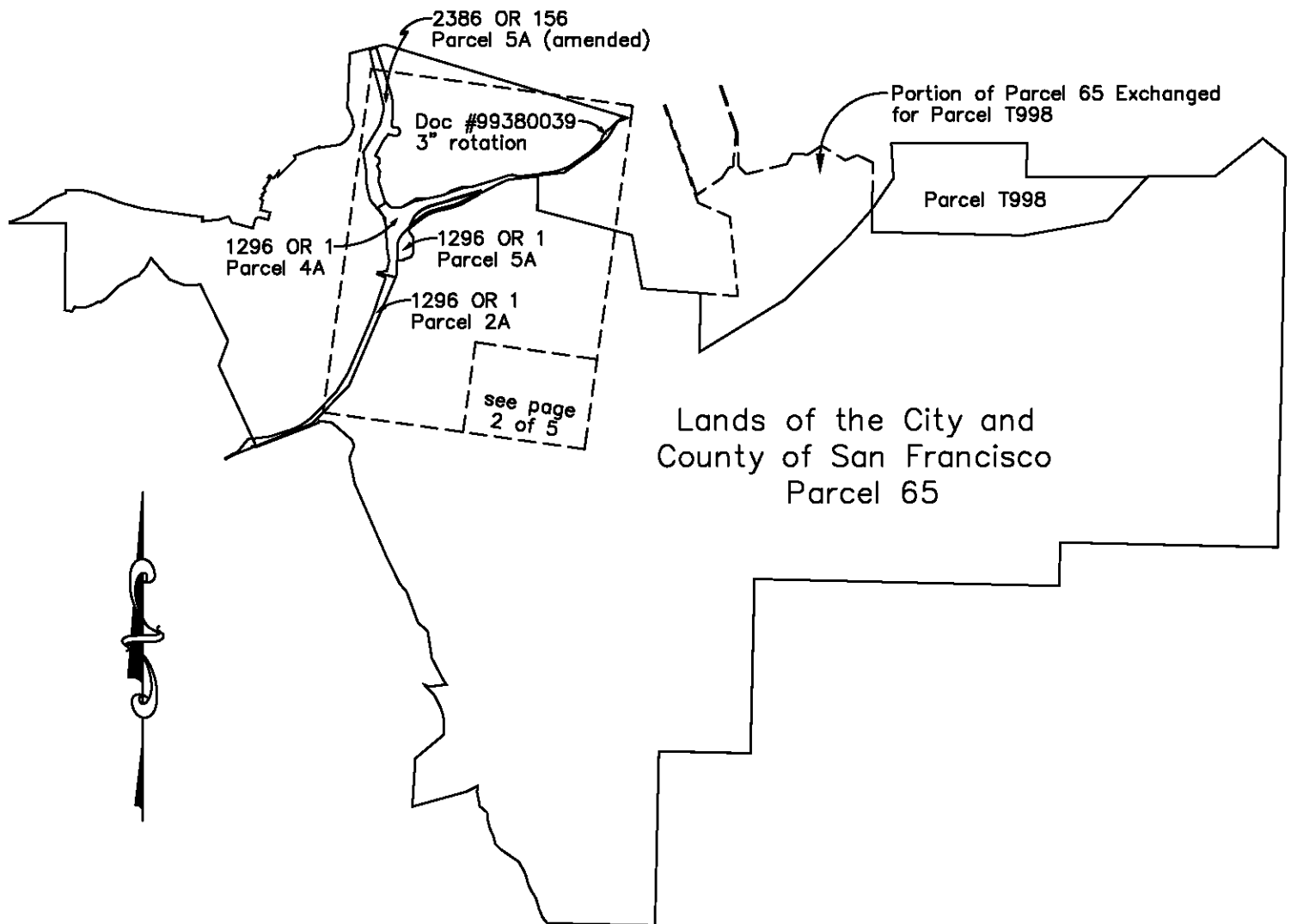
A portion of Assessor's Parcel No. 096-0375-006-08

The parcels of land described and designated as Parcels 63881-1 and 63881-2, and depicted in the Depiction of the Property in the attached **Exhibit 2-1**.

EXHIBIT 2-1 TO QUITCLAIM DEED TO STATE OF CALIFORNIA

Depiction of the Property

[see attached]



Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

Legend

Doc # Document Number
O.R. Official Records

Scale: 1" = 5000'

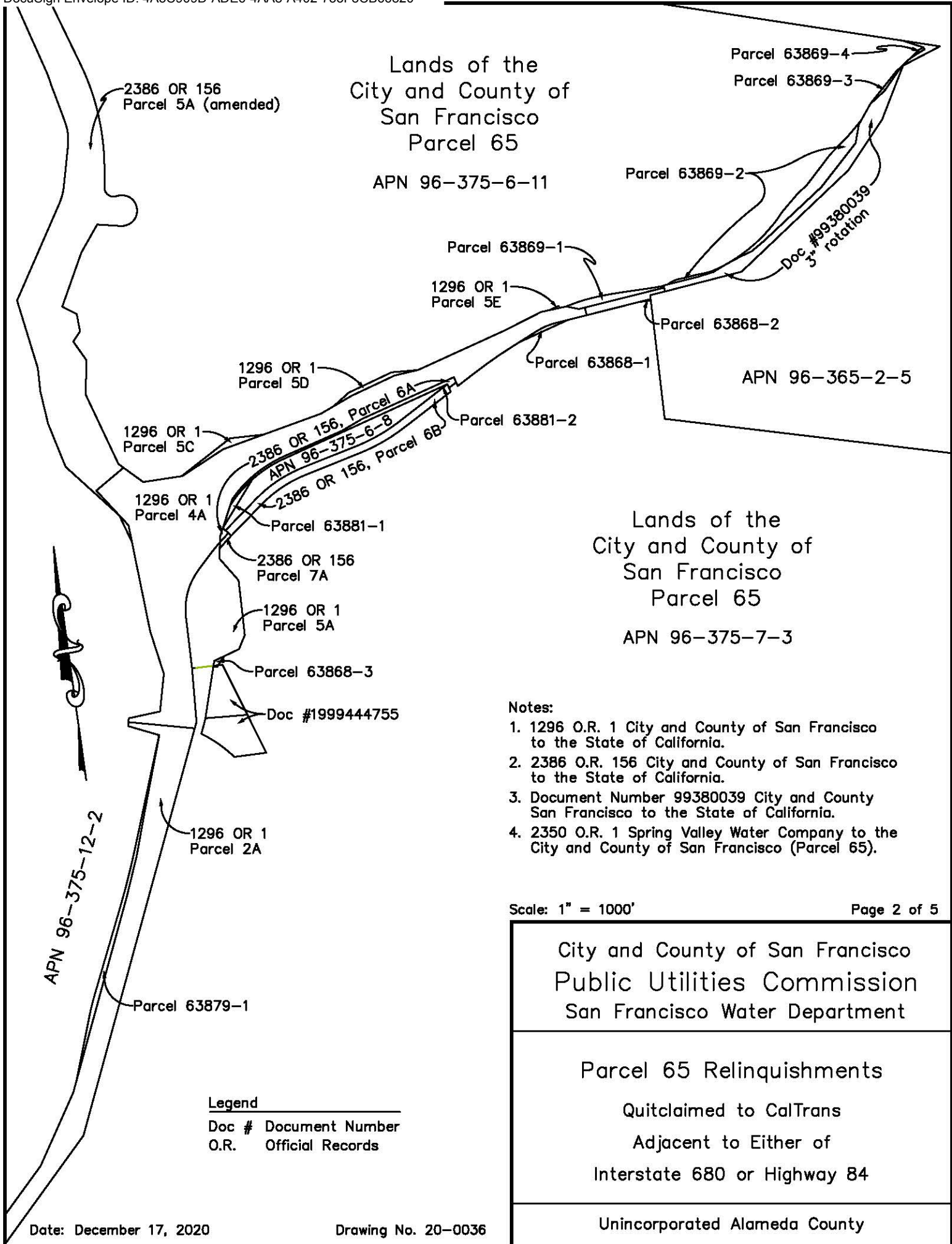
Page 1 of 5

City and County of San Francisco
Public Utilities Commission
San Francisco Water Department

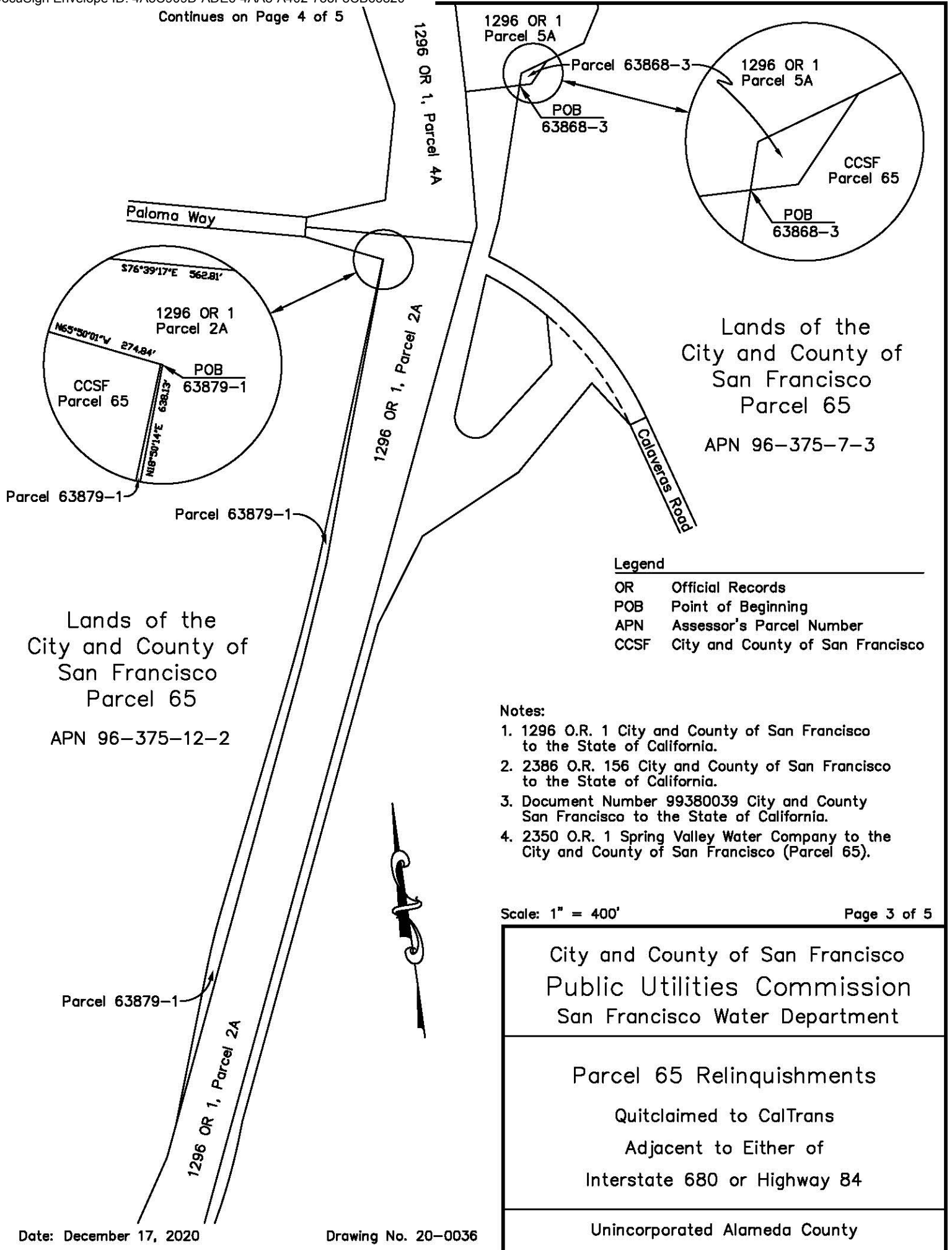
Parcel 65 Relinquishments

Quitclaimed to CalTrans
Adjacent to Either of
Interstate 680 or Highway 84

Unincorporated Alameda County



Continues on Page 4 of 5



Lands of the
City and County of
San Francisco
Parcel 65

APN 96-375-6-11

Parcel 63881-2

1296 OR 1
Parcel 5D

2386 OR 156, Parcel 6A

APN 96-375-6-8

2386 OR 156, Parcel 6B

1296 OR 1
Parcel 5C

2386 OR 156, Parcel 6A

Parcel 63881-1

POB
63881-1

2386 OR 156
Parcel 7A

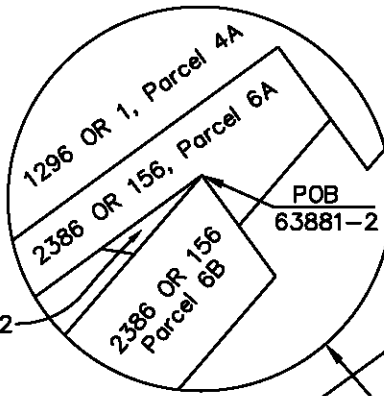
1296 OR 1
Parcel 5A

Parcel 63868-3

Continues on Page 2 of 5

Date: December 17, 2020

Drawing No. 20-0036



Parcel 63869-1
1296 OR 1
Parcel 5E
POB
63868-1
Parcel 63868-1

1296 OR 1, Parcel 4A

Parcel 63881-2

Lands of the
City and County of
San Francisco
Parcel 65

APN 96-375-7-3

Legend

OR	Official Records
POB	Point of Beginning
APN	Assessor's Parcel Number
CCSF	City and County of San Francisco

Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

Scale: 1" = 400'

Page 4 of 5

City and County of San Francisco
Public Utilities Commission
San Francisco Water Department

Parcel 65 Relinquishments

Quitclaimed to CalTrans
Adjacent to Either of
Interstate 680 or Highway 84

Unincorporated Alameda County

Continues on Page 5 of 5

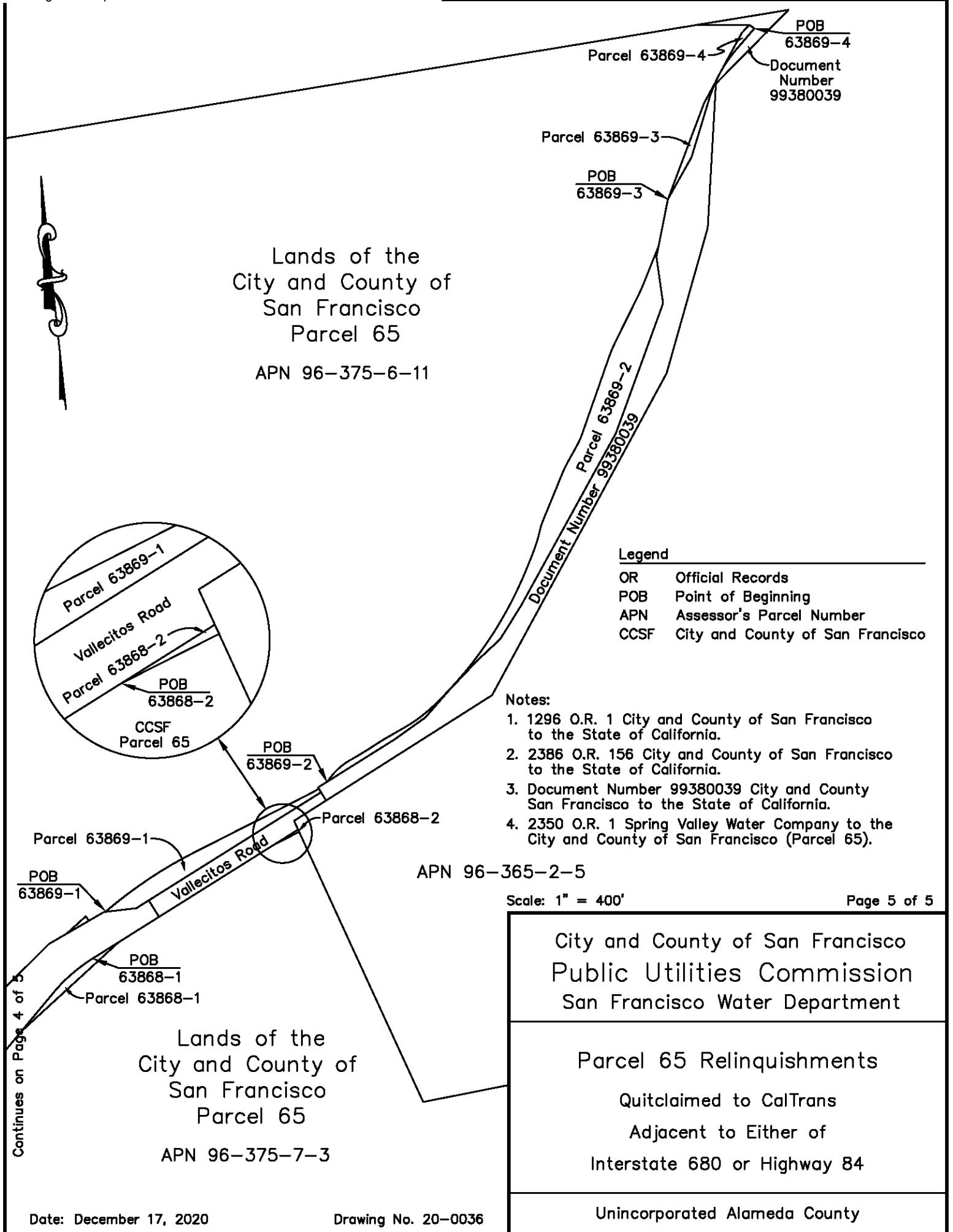


EXHIBIT D

FORM OF ABUTTERS RIGHTS DEED TO STATE OF CALIFORNIA

[see attached]

RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:

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

and

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

MAIL TAX STATEMENTS TO:

State of California
Department of Transportation

Attn: _____ **[CONFIRM]**

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)

Portions of Assessor's Parcel Nos. 096-0375-006-11,
096-0375-007-03, and 096-0375-012-02

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

ABUTTERS RIGHTS DEED AND AGREEMENT

THIS ABUTTERS RIGHTS DEED AND AGREEMENT (this "**Abutters Rights Deed**") is made by and between the CITY AND COUNTY OF SAN FRANCISCO, a California municipal corporation ("**City**"), acting by and through its Public Utilities Commission ("**SFPUC**"), and the STATE OF CALIFORNIA, a California public agency, acting by and through its DEPARTMENT OF TRANSPORTATION ("**Caltrans**"). Caltrans and City sometimes are referred to collectively in this Agreement as the "**Parties**" or singularly as a "**Party**."

RECITALS

A. City, through the SFPUC, owns real property located along State Route 84 ("**SR-84**") and Interstate 680 ("**I-680**") in an unincorporated portion of Alameda County, State of California, commonly known as Parcel 65, and generally described in the attached **Exhibit 3** ("**City's Real Property**").

B. Caltrans, in cooperation with Alameda County Transportation Commission, proposes to widen and conform SR-84 to expressway standards between south of

Ruby Hill Drive and the I-680 interchange (the “**Project**”) in or over certain portions of City’s Real Property. The Project seeks to (1) alleviate existing and projected traffic congestion and improve traffic circulation between SR-84 and I-680, and in the vicinity of the SR-84/I-680 interchange; (2) improve safety for motorists and cyclists on this segment of SR-84; (3) complete the statutory designation of this segment of SR-84 as an expressway facility; and (4) extend the existing southbound I-680 High Occupancy Vehicle/express lane northward by approximately two (2) miles in the City of Pleasanton, the Town of Sunol, and in unincorporated Alameda County.

C. As a component of the Project, Caltrans seeks to restrict direct vehicular access to SR-84 and instead direct such vehicular traffic to controlled intersections. To accomplish such goals, Caltrans seeks to acquire from City all of City’s abutters rights (collectively, the “**Abutters Rights**”) that attach to the following portions of City’s Real Property:

(1) Those portions of Assessor’s Parcel No. 096-0375-006-11 designated as Caltrans Parcel Nos. 63869-9, 63869-10, and 63869-11 that are more particularly described in the attached **Exhibit 1** and **Exhibit 1-1**, and shown on the Depiction of Abutters Rights in the attached **Exhibit 2**;

(2) Those portions of Assessor’s Parcel No. 096-0375-007-03 designated as Caltrans Parcel Nos. 63868-4 and 63868-5 that are more particularly described in the attached **Exhibit 1** and **Exhibit 1-2**, and shown on the Depiction of Abutters Rights in the attached **Exhibit 2**.

The Abutters Rights areas described in **Exhibit 1**, **Exhibit 1-1**, and **Exhibit 1-2**, and depicted in **Exhibit 2** collectively, are referred to as the “**Abutters Rights Area**.” City is willing to convey such Abutters Rights in the Abutters Rights Area, and Caltrans is willing to accept the Abutters Rights, on the terms and conditions of this Abutters Rights Deed.

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, City hereby quitclaims and conveys to Caltrans all of City’s Abutters Rights with respect to the Abutters Rights Area.

The attached Exhibits are hereby incorporated into this Abutters Rights Deed.

[SIGNATURES ON FOLLOWING PAGE]

Executed as of this _____ day of _____, 2021.

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
ANDRICO PENICK
Director of Property

DESCRIPTION CHECKED/APPROVED:

By: _____
Tony Durkee
Chief Surveyor

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)
) ss
County of _____)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY, That the State of California, acting by and through the Department of Transportation (pursuant to Government Code Section 27281), hereby accepts for public purposes the real property described in the within deed and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2021.

ADETOKUNBO OMISHAKIN

Director of Transportation

By _____

MARK L. WEAVER, Attorney in Fact

Deputy District Director

Right of Way and Land Surveys

EXHIBIT 1 TO ABUTTERS RIGHTS DEED

Description of Abutters Rights

All that certain real property in Alameda County described and being a portion of Parcel 65 in the Indenture to the City and County of San Francisco, a municipal corporation of the State of California, dated and recorded March 3, 1930, in Book 2350, at Page 1, of the Official Records of Alameda County, and more particularly described as a portion of Assessor's Parcel Number 096-0375-006-11 described and designated as Parcels 63869-9 through 63869-11 in the attached **Exhibit 1-1**; and a portion of Assessor's Parcel Number 096-0375-007-03 described and designated as Parcels 63868-4 and 63868-5 in the attached **Exhibit 1-2**.

EXHIBIT 1-1 TO ABUTTERS RIGHTS DEED

Description of Abutters Rights

(Assessor's Parcel No. 096-0375-006-11;
Caltrans Parcel Nos. 63869-9 through 63869-11)

(see attached)

Number
63869-9

(63869-10, 63869-11)

Exhibit "1-1"**PARCEL 63869-9**

This conveyance is made for the purpose of a freeway and the GRANTOR hereby releases and relinquishes to the STATE any and all abutter's rights including access rights, appurtenant to GRANTOR'S property, in and to said freeway over and across the following line:

BEGINNING at a point on the westerly line of the parcel as described in the Grant Deed to the State of California recorded October 6, 1999 as Document No. 99380039, Official Records of said County, distant South 06°03'34" East 4.69 feet from the northwesterly corner of said State of California parcel; thence along the westerly and northerly lines of said State of California parcel the following two (2) courses: (1) North 06°03'34" West 4.69 feet to said northwesterly corner; and (2) North 83°56'26" East 38.60 feet to the **POINT OF TERMINUS** of the hereinabove described line.

PARCEL 63869-10

This conveyance is made for the purpose of a freeway and the GRANTOR hereby releases and relinquishes to the STATE any and all abutter's rights including access rights, appurtenant to GRANTOR'S property, in and to said freeway over and across the following line:

BEGINNING at a point on the general northwesterly line of the parcel as described in the Grant Deed to the State of California recorded October 6, 1999 as Document No. 99380039, Official Records of said County, said point of beginning being the northeasterly terminus of the course described as "S. 37°13'11" W., 200.00 feet" in said Grant Deed (South 37°13'08" West for purposes of this description); thence along said general northwesterly line, South 37°13'08" West 162.16 feet to the **POINT OF TERMINUS** of the hereinabove described line.

PARCEL 63869-11

This conveyance is made for the purpose of a freeway and the GRANTOR hereby releases and relinquishes to the STATE any and all abutter's rights including access rights, appurtenant to GRANTOR'S property, in and to said freeway over and across the following line:

COMMENCING a point on the general northwesterly line of the parcel as described in the Grant Deed to the State of California recorded October 6, 1999 as Document No. 99380039, Official Records of said County, said point of commencement being the northeasterly terminus of the course described as "S. 66°42'15" W., 93.49 feet" in said Grant Deed (South 66°42'12" West for purposes of this description); thence along said general northwesterly line the following three (3) courses: (1) South 66°42'12" West 93.49 feet; (2) southwesterly, along the arc of a curve to the left, concave to the southeast, having a radius of 465.96 feet, through a central angle of 7°48'51", an arc distance of 63.55 feet to the **TRUE POINT OF BEGINNING** of the hereinafter described line; and (3) continuing along the arc of last said curve southwesterly, along the arc of a curve to the left, concave to the southeast, having a radius of 465.96 feet, through a central angle of 8°31'16", an arc distance of 69.30 feet to the **POINT OF TERMINUS** of said line.

The bearings and distances used in the above descriptions are based on the California Coordinate System of 1983 (CCS83) Zone 3, Epoch 2010.00. Multiply distances by 1.0000871 to obtain ground distances.

Number
63869-9

(63869-10, 63869-11)

This real property description has been prepared by me, or under my direction, in conformance with the California Professional Land Surveyors' Act.



Brian M. Coleson, LS 8367

5/4/2021

Date

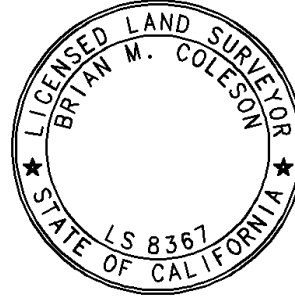


EXHIBIT 1-2 TO ABUTTERS RIGHTS DEED

Description of Abutters Rights

(Assessor's Parcel No. 096-0375-007-03;
Caltrans Parcel Nos. 63868-4 and 63868-5)

(see attached)

Number

63868-4

(63868-5)

Exhibit "1-2"**PARCEL 63868-4**

This conveyance is made for the purpose of a freeway and the GRANTOR hereby releases and relinquishes to the STATE any and all abutter's rights including access rights, appurtenant to GRANTOR'S property, in and to said freeway over and across the following line:

COMMENCING at a point on the general southerly line of PARCEL 4A as described in the Final Order of Condemnation recorded August 25, 1964 in Reel 1296 Image 1, Official Records of said County, said point of beginning being the westerly terminus of the course described as "S. 83°53'35" W., 266.45 feet" in said Final Order of Condemnation (South 83°53'36" West for purposes of this description); thence along said general southerly line and the southerly line of that 66-foot wide strip of land described in the Indenture between I. O. Kassar, Et. Al. and the County of Alameda made April 15, 1931 and recorded June 5, 1931, in Book 2643 at Page 3, Official Records of said County the following two (2) courses: (1) North 83°53'36" East 104.60 feet to the **TRUE POINT OF BEGINNING** of the hereinafter described line; and (2) North 83°53'36" East 609.78 feet to the **POINT OF TERMINUS** of said line.

PARCEL 63868-5

This conveyance is made for the purpose of a freeway and the GRANTOR hereby releases and relinquishes to the STATE any and all abutter's rights including access rights, appurtenant to GRANTOR'S property, in and to said freeway over and across the following line:

COMMENCING at a point on the general southerly line of PARCEL 4A as described in the Final Order of Condemnation recorded August 25, 1964 in Reel 1296 Image 1, Official Records of said County, said point of beginning being the westerly terminus of the course described as "S. 83°53'35" W., 266.45 feet" in said Final Order of Condemnation (South 83°53'36" West for purposes of this description); thence along said general southerly line and the general southerly line of PARCEL 6B as described in the Final Order of Condemnation recorded April 18, 1969 in Reel 2386 Image 156, Official Records of said County, the following five (5) courses: (1) westerly along the arc of a curve to the left, concave to the south, tangent to the above described course, having a radius of 566.55 feet, through a central angle of 18°14'16", an arc distance of 180.34 feet; (2) South 65°39'20" West 168.19 feet to the **TRUE POINT OF BEGINNING** of the hereinafter described line; (3) continuing South 65°39'20" West 114.36 feet; (4) southwesterly, along the arc of a curve to the left, concave to the southeast, having a radius of 3,564.31 feet, through a central angle of 5°26'30", an arc distance of 338.52 feet; and (5) South 60°12'50" West 271.68 feet to the **POINT OF TERMINUS** of said line.

The bearings and distances used in the above descriptions are based on the California Coordinate System of 1983 (CCS83) Zone 3, Epoch 2010.00. Multiply distances by 1.0000871 to obtain ground distances.

This real property description has been prepared by me, or under my direction, in conformance with the California Professional Land Surveyors' Act.



Brian M. Coleson, LS 8367

5/4/2021

Date

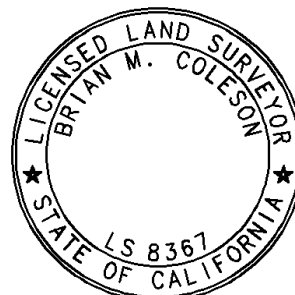


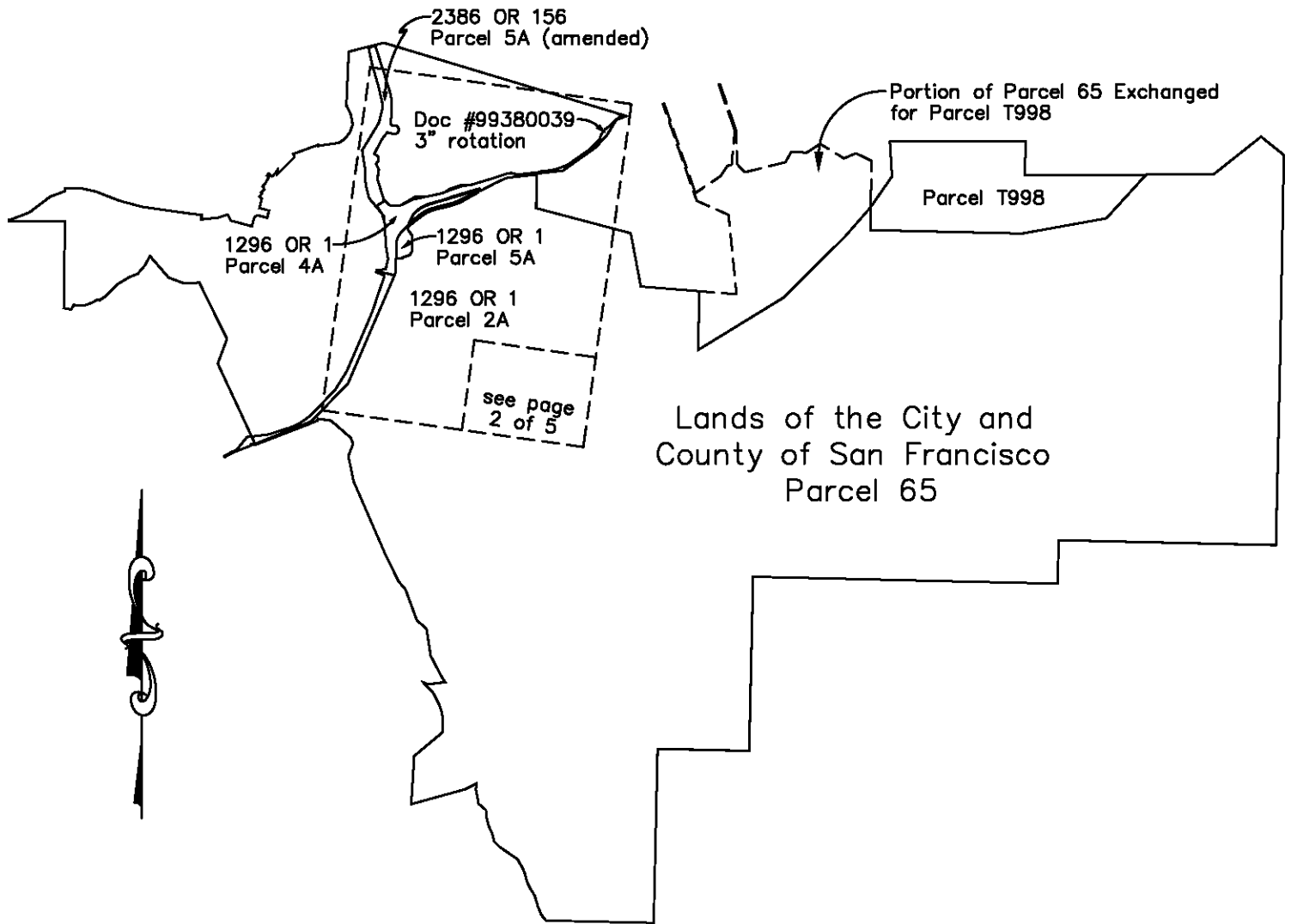
EXHIBIT 2 TO ABUTTERS RIGHTS DEED

Depiction of Abutters Rights

(Assessor's Parcel No. 096-0375-006-11;
Caltrans Parcel Nos. 63869-9 through 63869-11)

and

(Assessor's Parcel No. 096-0375-007-03;
Caltrans Parcel Nos. 63868-4 and 63868-5)



Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

Legend

Doc # Document Number
O.R. Official Records

Scale: 1" = 5000'

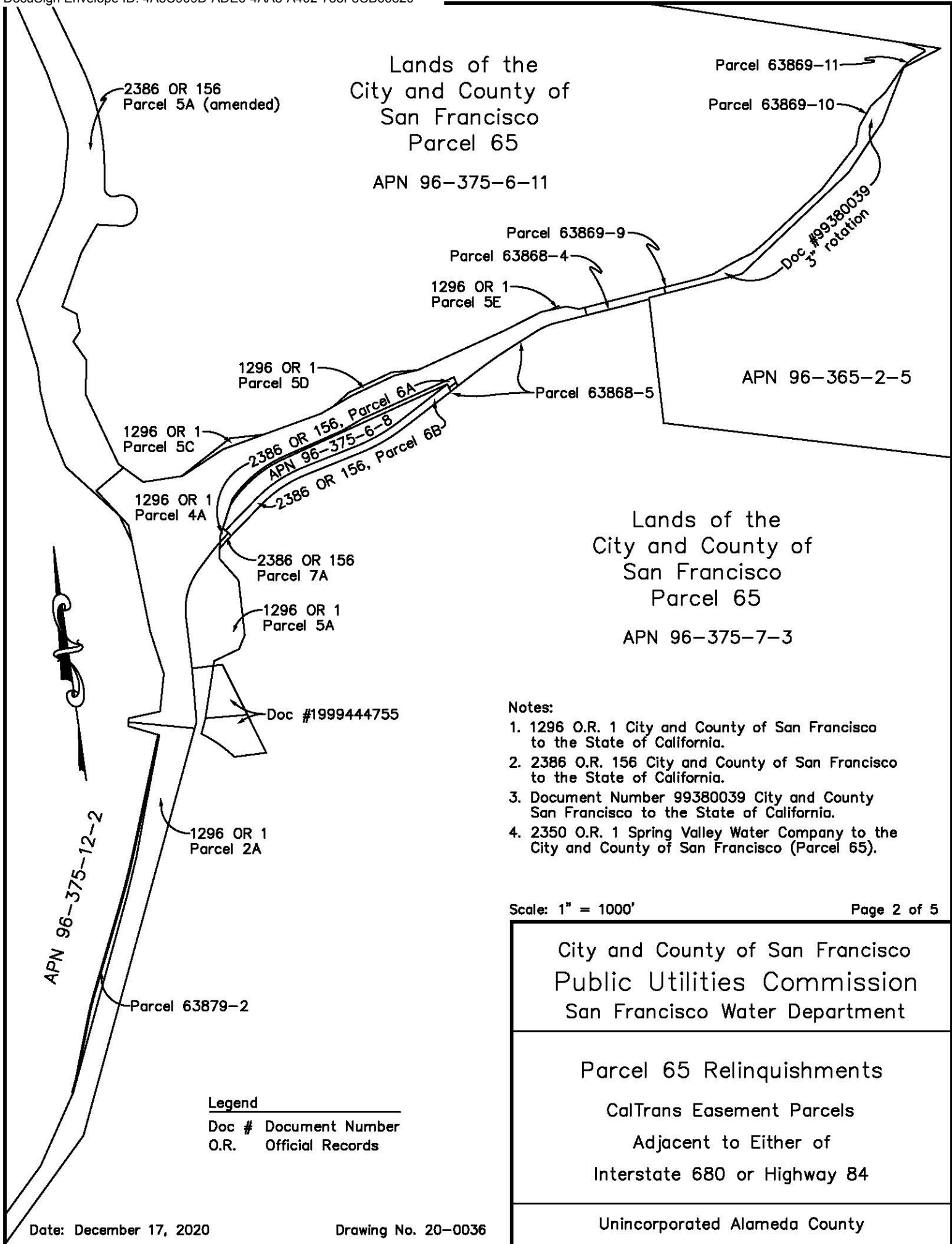
Page 1 of 5

City and County of San Francisco
Public Utilities Commission
San Francisco Water Department

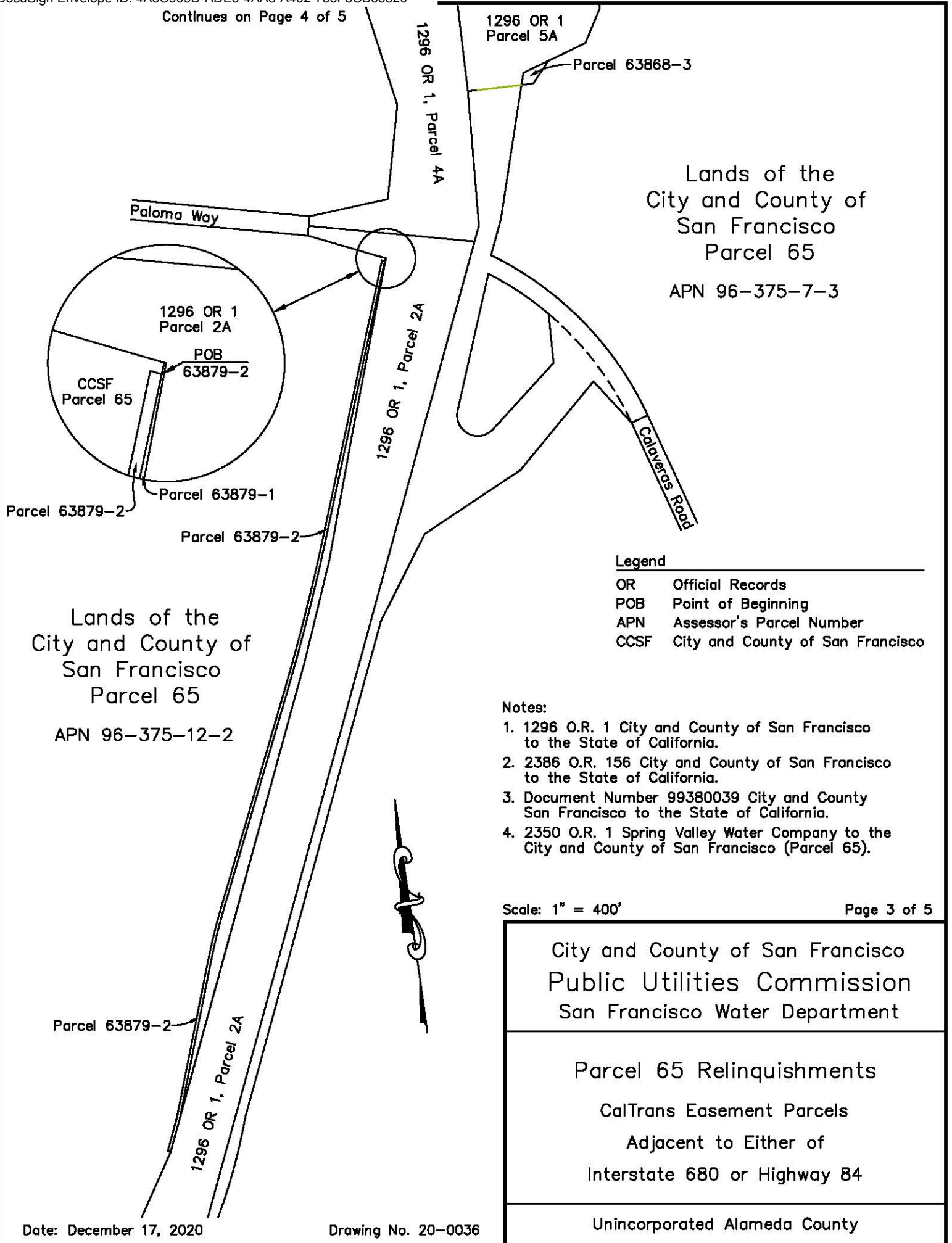
Parcel 65 Relinquishments

CalTrans Easement Parcels
Adjacent to Either of
Interstate 680 or Highway 84

Unincorporated Alameda County



Continues on Page 4 of 5



Lands of the
City and County of
San Francisco
Parcel 65

APN 96-375-6-11

Parcel 63869-1
1296 OR 1
Parcel 5E

Parcel 63868-1

1296 OR 1, Parcel 4A

Parcel 63868-5

1296 OR 1
Parcel 5D

2386 OR 156, Parcel 6A

Parcel 63881-2

Lands of the
City and County of
San Francisco
Parcel 65

APN 96-375-7-3

1296 OR 1
Parcel 5C

APN 96-375-6-8

2386 OR 156, Parcel 6B

2386 OR 156, Parcel 6A

Parcel 63881-1

2386 OR 156
Parcel 7A

1296 OR 1
Parcel 5A

Parcel 63868-3

Legend

OR	Official Records
POB	Point of Beginning
APN	Assessor's Parcel Number
CCSF	City and County of San Francisco

Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

Scale: 1" = 400'

Page 4 of 5

City and County of San Francisco
Public Utilities Commission
San Francisco Water Department

Parcel 65 Relinquishments

CalTrans Easement Parcels
Adjacent to Either of
Interstate 680 or Highway 84

Unincorporated Alameda County

Continues on Page 3 of 5

Date: December 17, 2020

Drawing No. 20-0036

Continues on Page 5 of 5

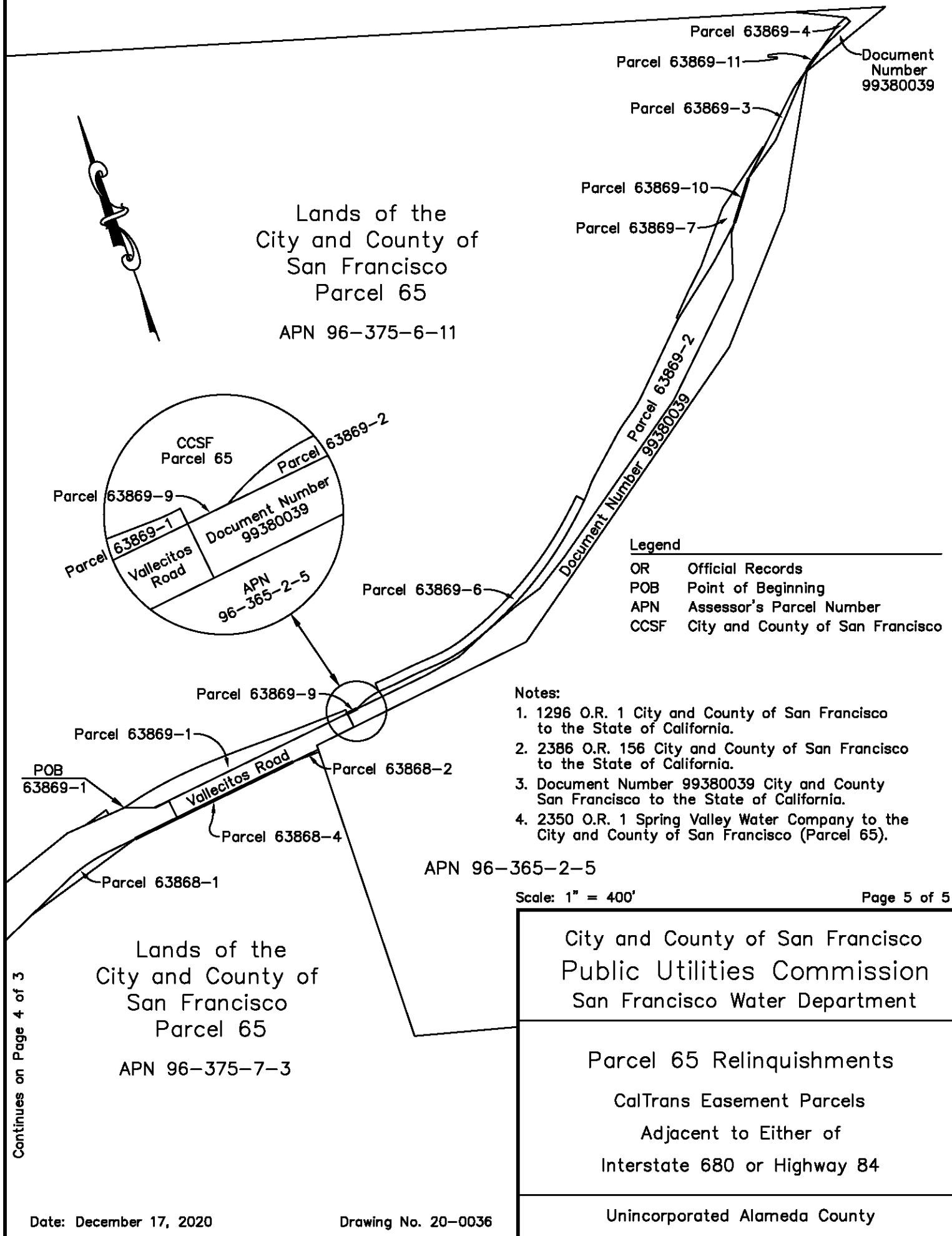


EXHIBIT 3 TO ABUTTERS RIGHTS DEED

Description of City's Real Property

That real property described as and being a portion of Parcel 65 in the Indenture to the City and County of San Francisco, a municipal corporation of the State of California, dated and recorded March 3, 1930, in Book 2350, at Page 1, of the Official Records of Alameda County.

EXHIBIT E

FORM OF ACCESS EASEMENT DEED TO STATE OF CALIFORNIA

[see attached]

RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:

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

and

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

MAIL TAX STATEMENTS TO:

State of California
Department of Transportation

Attn: _____ **[CONFIRM]**

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)

Portions of Assessor's Parcel Nos. 096-0375-006-11,
096-0375-007-03, and 096-0375-012-02

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

EASEMENT DEED AND AGREEMENT
(Access Easement)

THIS EASEMENT DEED AND AGREEMENT (this "**Easement Deed**") is made by and between the CITY AND COUNTY OF SAN FRANCISCO, a California municipal corporation ("**City**"), acting by and through its Public Utilities Commission ("**SFPUC**"), and the STATE OF CALIFORNIA, a California public agency, acting by and through its DEPARTMENT OF TRANSPORTATION ("**Caltrans**"). Caltrans and City sometimes are referred to collectively in this Agreement as the "**Parties**" or singularly as a "**Party**."

RECITALS

A. City, through the SFPUC, owns real property located along State Route 84 ("**SR-84**") and Interstate 680 ("**I-680**") in an unincorporated portion of Alameda County, State of California, commonly known as Parcel 65, and generally described in the attached **Exhibit 3** ("**City's Real Property**").

B. Caltrans, in cooperation with Alameda County Transportation Commission, proposes to widen and conform SR-84 to expressway standards between south of Ruby Hill Drive and the I-680 interchange (the "**Project**") in or over certain portions of City's Real Property. The Project seeks to **(1)** alleviate existing and projected traffic congestion and improve traffic circulation between SR-84 and I-680, and in the vicinity of the SR-84/I-680

interchange; (2) improve safety for motorists and cyclists on this segment of SR-84; (3) complete the statutory designation of this segment of SR-84 as an expressway facility; and (4) extend the existing southbound I-680 High Occupancy Vehicle/express lane northward by approximately two (2) miles in the City of Pleasanton, the Town of Sunol, and in unincorporated Alameda County.

C. As a component of the Project, Caltrans seeks to acquire a perpetual, non-exclusive access easement (the “**Access Easement**”) upon, over, across, and within those portions of City’s Real Property commonly known as and Assessor’s Parcel No. 096-375-012-02 designated as Caltrans Parcel Nos. 63879-2 that is more particularly described in the attached **Exhibit 1**, and shown on the Depiction of Access Easement attached as **Exhibit 2**.

The Access Easement area described in **Exhibit 1**, and depicted in **Exhibit 2** is referred to as the “**Easement Area.**” City is willing to convey such Access Easement in the Easement Area, and Caltrans is willing to accept the Access Easement, on the terms and conditions of this Easement Deed.

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, City hereby quitclaims and conveys to Caltrans the Access Easement in the Easement Area, with the right of ingress and egress from said Easement Area over and across portions of City’s Real Property, on the terms and conditions set forth in this Easement Deed. The attached Exhibits are incorporated into this Easement Deed. The Access Easement shall constitute a perpetual, non-exclusive access easement located within an approximately 30,941 square-foot portion of Assessor’s Parcel No. 096-0375-012-02 designated as Caltrans Parcel No. 63879-2.

1. Permitted Uses. The Access Easement includes the right and privilege to maintain the Access Easement, inclusive of all necessary protective barriers and fixtures for use. Caltrans’ right of ingress and egress shall not extend to any portion of said lands that are isolated from the Easement by any public road or highway now crossing or thereafter crossing said lands. City reserves the right to use said Easement Area for purposes that will not interfere with Caltrans’ full enjoyment of the rights granted by this Easement Deed; provided that neither City nor its successors or assigns shall excavate, erect, place, or construct any permanent building or other structures, septic system, leach field, construct any fence, place underground utilities, drill, or operate any well, or construct any reservoir or other obstruction within said Easement Area, or diminish or install anything that will interfere with the rights in this Easement Deed granted to Caltrans within said Easement Area. Caltrans’ rights under this Easement Deed may be exercised by Caltrans, or its officers, directors, members, employees, agents, contractors, subcontractors, suppliers, consultants, employees, licensees, invitees, or representatives, or by any other authorized persons acting for or on Caltrans’ behalf (collectively, “**Agents**”).

2. Subject to City’s Uses. Caltrans is aware that the Easement Area constitutes a portion of the SFPUC’s regional water and power transmission systems. Notwithstanding anything to the contrary in this Easement Deed, any and all of Caltrans’ activities under this Easement Deed shall be subject and subordinate at all times to City’s existing and future use of the Easement Area for utility and all other municipal purposes, which may include construction of additional subsurface pipelines within the Easement Area. City shall in no way be liable for any damage or destruction to the personal property of Caltrans or its Agents resulting from any construction, accident, break, repair, assessment, or maintenance of any pipeline or other SFPUC

facilities located on or about the Easement Area. Caltrans acknowledges that City may use the open trench method for access to City's existing or future facilities or pipelines located on or about the Easement Area in the event of maintenance, repair, replacement, construction, or installation of any existing, future or additional pipelines, conduits, transmission lines, tunnels or other SFPUC facilities. City also reserves the right to use the subsurface of City's Real Property for the installation, operation, maintenance, repair, or replacement of public utilities, including pipes, cable, manholes, or other infrastructure typically required for utility lines; provided, however, that such installation, operation, maintenance, repair, or replacement shall not unreasonably restrict Caltrans' rights to access the Easement Area. The rights granted in this Easement Deed are subject to any prior and existing rights of third parties, if any. Caltrans shall be solely liable for the interference of any prior and existing third-party rights. City reserves the right to grant, at its sole and absolute discretion, nonexclusive rights to other third parties within the Easement Area. City will require such other third parties to consult with Caltrans on design, location, and construction activities, but Caltrans shall have no rights of approval or disapproval.

3. Exercise of Due Care. Caltrans shall use and shall cause its Agents (defined in **Section 1** [Permitted Uses] above) to use, due care at all times to avoid any damage or harm to City's water pipelines, facilities, or other property and to native vegetation and natural attributes of the Easement Area and to minimize slope erosion. Caltrans shall not disturb the surface of the Easement Area or perform any excavation work without City's prior written approval, which City may withhold at its sole discretion. City may condition and/or oversee any permitted excavation work. At its own expense, Caltrans shall mark the location of City's water pipelines or other facilities within the Easement Area and shall not use any pick, plow, or other sharp tool to remove the two feet (2') of soil around the pipelines or other facilities, provided that Caltrans may use hand shovels or pneumatic shovels in compliance with all other terms and conditions of this Easement Deed. Caltrans shall immediately inform City of any actual or potential damage to the coating of the pipeline, and any such damage shall be promptly repaired by Caltrans, 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 Caltrans' sole cost, by notifying Caltrans of such fact. Upon completion of the repairs, City shall send to Caltrans a bill therefor, which Caltrans shall pay within thirty (30) days following receipt. Under no circumstances shall Caltrans damage, harm, or remove any rare, threatened, or endangered species present on or about the Easement Area.

4. Assignment. Caltrans shall not assign its rights under this Easement Deed, in whole or in part, without City's prior written consent. City shall not unreasonably withhold consent if Caltrans proposes to transfer the Access Easement to any other agency or entity.

5. Indemnity. Caltrans 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, including without limitation, all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom ("**Claims**"), arising in any manner out of (a) injury to or death of any person or damage to or destruction of any property occurring in, on or about the Easement Area, when such injury, death, damage or destruction is caused by the person or property of Caltrans, its Agents, or invitees, guests, or business visitors (collectively, "**Invitees**"), or third persons, relating to Caltrans' use or activity under this Easement Deed, (b) any failure by Caltrans to faithfully observe or perform any of the

terms, covenants, or conditions of this Easement Deed, **(c)** the use of the Easement Area or any activities conducted thereon by Caltrans or its Agents or Invitees, or **(d)** any release or discharge, or threatened release or discharge, of any Hazardous Material caused or allowed by Caltrans or its Agents or Invitees, on, in, under or about the Easement Area, any improvements or into the environment; except solely to the extent arising out of or caused by the negligence or willful misconduct of City or its authorized representatives. Caltrans' obligations under this Section shall survive the termination of the Easements, with respect to events occurring prior to such termination.

6. Insurance. Notwithstanding anything to the contrary above, Caltrans and City each acknowledges that the other self-insures and shall not be obligated to purchase any third-party commercial liability insurance or property insurance.

7. Restrictions on Use.

(a) Improvements. Except as otherwise expressly provided in this Easement Deed, Caltrans shall not construct or place any temporary or permanent structures or improvements in, on, under, or about the Easement Area, nor shall Caltrans make any alterations or additions to any of existing structures or improvements on the Easement Area or excavate any portion of the Easement Area, unless Caltrans first obtains City's prior written consent, which City may give or withhold at its sole and absolute discretion.

(b) Dumping. Caltrans shall not cause, nor shall Caltrans allow any of its Agents or Invitees to cause the dumping or other disposal in, on, under, or about the Easement Area of landfill, refuse, Hazardous Material (defined below) or any other materials, including but not limited to materials that are unsightly or could pose a hazard to the human health or safety, native vegetation or wildlife, or the environment.

(c) Hazardous Material. Caltrans shall not cause, nor shall Caltrans allow any of its Agents or Invitees to cause, any Hazardous Material (defined below) to be brought upon, kept, used, stored, generated, released, or disposed of in, on, under, or about the Easement Area, or transported to, from, or over the Easement Area, except that Caltrans is permitted to bring onto the Easement Area products and materials commonly used in or essential to the Project that may contain material considered hazardous, provided that any such products and materials shall be handled and used in compliance with all applicable state, federal, or local laws, statutes, ordinances, rules, regulations, policies, orders, edicts, and the like (collectively, "**Laws**") and only in such quantities as are necessary for the permitted use of the Easements.

Caltrans shall immediately notify City when Caltrans learns of, or has reason to believe that, a release of Hazardous Material has occurred in, on, under, or about the Easement Area. In the event that any Hazardous Material brought to the Easement Area by Caltrans or any of its Agents or Invitees is spilled or leaked or otherwise released on the Easement Area as a result of Caltrans' exercise of this Easement Deed, Caltrans shall promptly take all steps necessary to remove any contamination resulting from such activities. Caltrans accepts full responsibility for all activities and costs incurred related to cleaning up the Easement Area from the effects of such spill or leak. With respect to Hazardous Material brought to the Easement Area by Caltrans or its Agents or Invitees, Caltrans shall be responsible for meeting, and possessing the means to satisfy, the requirements of all federal, state, and local controlling agencies, which may have jurisdiction over the region in which the Easement Area is located or

over the substance being used by Caltrans on the Easement Area. In the event that Caltrans or its Agents or Invitees cause a release of Hazardous Material, at City's discretion, Caltrans shall either remediate, at Caltrans' sole cost, such contaminated property to the satisfaction of the regulatory agency having jurisdiction over same or reimburse City for its costs in performing such remediation. Caltrans shall further comply with all applicable Laws that require 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. In connection with any release of Hazardous Material on or about the Easement Area, Caltrans 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 Easement Deed, "**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, without limitation, 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 applicable Laws; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the Easement Area or are naturally occurring substances in the Easement Area; and any petroleum, including crude oil or any fraction thereof, natural gas or natural gas liquids, provided, the foregoing shall not prohibit Caltrans from traversing to, from, and across the Easement 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 Easement Area.

(d) Nuisances. Caltrans shall not conduct or allow any of its Agents or Invitees to conduct any activities in, on, under, or about the Easement 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.

(e) Avoiding Damage to the Easement Area. At its sole cost, Caltrans shall at all times maintain the Easement Area in a good, clean, safe, secure, sanitary, and sightly condition, so far as the Easement Area may be affected by Caltrans' activities under this Easement Deed. Caltrans shall not do anything in, on, under, or about the Easement Area that could cause damage or interference to any pipelines or other property located in, on, under, or about the Easement Area. Immediately following completion of any work permitted under this Easement Deed, at its sole expense, Caltrans shall remove all debris and any excess dirt and restore the Easement Area as near as reasonably possible to its condition immediately prior to Caltrans' work under this Easement Deed, to the reasonable satisfaction of City's authorized representative.

If any portion of the Easement Area or any City property located on or about the Easement Area is damaged or threatened by any of the activities conducted by Caltrans or its Agents or Invitees, at its sole cost, Caltrans shall immediately notify City of such damage or threat by **(a)** telephoning the SFPUC's Millbrae Dispatch facility by telephone at (650) 872-5900 of any emergency or incident requiring emergency response., and **(b)** providing written notice in accordance with **Section 17** [Notices] below. At its option, City may remedy such damage or threat at Caltrans' sole cost, or City may elect to witness Caltrans' repair work. If City elects not to remedy such damage or threat, Caltrans shall repair any and all such damage and restore the Easement 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 Easement Area. Caltrans is solely responsible for the location of any such utilities and other existing facilities and their protection from damage. Caltrans shall be solely responsible to arrange and pay directly for any utilities or services necessary for its activities pursuant to this Easement Deed; provided, Caltrans shall obtain City's prior written approval to the provision of such services or utilities in, on, under, or through the Easement Area.

(f) Use of Adjoining Land. Caltrans acknowledges that the privilege given under this Easement Deed shall be limited strictly to the Easement Area. Caltrans shall not traverse over or otherwise use any adjoining lands of City.

(g) Ponding; Water Courses. Caltrans shall not cause any ponding on the Easement Area or any flooding on adjacent land. Caltrans 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 Easement Area, nor shall Caltrans engage in any activity that could pollute or degrade any surface or subsurface waters or result in the diminution or drainage of such waters.

(h) Heavy Equipment and Vehicles. To prevent damage to City's underground pipelines, Caltrans' use of vehicles and equipment within twenty feet (20') of each side of the centerline of any City pipeline (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 defined in **subsection (ii)** below. 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, Caltrans shall submit to City for review and approval, at City's sole discretion, engineering calculations prepared by a licensed Professional Engineer licensed in California showing that City's pipelines will not be adversely affected by Caltrans' proposed activities. If City's pipelines may be adversely affected, Caltrans 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 the pipeline 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 eight tons (16,000 lbs.). Caltrans shall be responsible for providing adequate evidence to City that Caltrans' equipment and vehicles meet the foregoing requirements.

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

(iv) If the depth of the soil cover over the pipeline (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 the pipeline shall be performed manually. For any machinery or equipment excavation and grading over and/or within twenty feet (20') of each side of the centerline of the pipeline (measured on the surface), Caltrans 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 the pipeline shall be removed manually or by other methods approved by the SFPUC with due care as provided in **Section 3** [Exercise of Due Care] above.

8. Cathodic and Other Protection. From time to time, City may adopt such reasonable rules and regulations with regard to Caltrans' facilities and operations under this Easement Deed as City may determine are necessary or appropriate, at City's sole discretion, to safeguard against corrosion of, or other damage to, City's pipelines and related facilities. After receipt of a copy of such rules and regulations, Caltrans shall comply promptly with them.

9. Compliance with Laws. At its expense, Caltrans shall conduct and cause to be conducted all activities on the Easement Area allowed under this Easement Deed in a safe and reasonable manner and in compliance with all Laws of any governmental or other regulatory entity (including, without limitation, 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.

10. Maintenance. At its expense, Caltrans shall repair and maintain the Easement Area as to wear and tear caused by the proportionate use of the Easement Area by Caltrans and its Agents, but not wear and tear caused by use of the Easement Area by others.

11. Approval of Approved Plans. If Caltrans, at its sole cost and expense, Caltrans desires to construct and/or install any improvements in the Easement Area, Caltrans shall submit plans and specifications with drawings (the "**Approved Plans**") in advance for City's approval. Subject to the terms and conditions of this Easement Deed, Caltrans shall maintain any such improvements in a good, safe condition and repair. Any Approved Plans may be revised or amended only with City's prior written approval, at its sole discretion, after the SFPUC's Bureau of Environmental Management has determined that no further environmental review is required by CEQA as a result of any such revision or amendment. City's consent to or approval of any improvements, equipment, or fixtures shall not relieve Caltrans or its Agents from any liability for negligence, errors, or omissions associated with the design and construction of the such improvements. In no event shall City's approval of the Approved Plans or any future revisions or amendments to the Approved Plans be deemed to constitute a representation or warranty by City concerning the suitability of the improvements, equipment, or fixtures for Caltrans' purposes or that the work called for in the Approved Plans complies with applicable Laws or industry standards nor shall such approval release Caltrans from its obligation to supply plans and specifications that conform to any applicable Laws, including applicable building codes and industry standards.

12. Permits and Approvals. Before beginning any work in the Easement Area, Caltrans 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, Caltrans shall deliver copies of them to the SFPUC. Caltrans recognizes and agrees that no approval by City or the SFPUC for purposes of Caltrans’ work under this Easement Deed shall be deemed to constitute the approval of any federal, state, or local regulatory authority with jurisdiction, and nothing in this Easement Deed shall limited Caltrans’ obligation to obtain all such regulatory Approvals required by Laws, at Caltrans’ sole cost.

13. Cooperation with the SFPUC. Caltrans and its Agents shall work closely with the City or SFPUC personnel to minimize any potential disruption (even if temporary) of the City’s facilities in, under, on, or about the Easement Area and the SFPUC’s use thereof.

14. Restoration of Easement Area. Immediately following completion of any work permitted under this Easement Deed, Caltrans shall remove all debris and any excess dirt, repair any damaged caused to the SFPUC’s facilities and adjacent property, and place the Easement Area in the condition reflected in the Approved Plans. Any area that is not slated for modification in the Approved Plans, but altered by the work, shall be returned to pre-work condition, to City’s reasonable satisfaction.

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

City 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: Caltrans SR-84/I-680 Highway Widening

with a copy to:

Office of the City Attorney of San Francisco
Real Estate/Finance Team
1 Dr. Carlton B Goodlett Place
San Francisco, California 94012
Attn: Richard Handel, Deputy City Attorney

State:

State of California
Department of Transportation
Right of Way and Land Surveys

Attn: Mark L. Weaver, Deputy District Director

[CONFIRM]

with a copy to:

Attn: _____ **[CONFIRM]**

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.

16. Successors and Assigns. The provisions of this Easement Deed shall run with the land, burden the Easement Area, and inure to the benefit of and bind the respective successors and assigns of City and Caltrans.

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

18. General Provisions. (a) This Easement Deed may be amended or modified only by a writing signed by City and Caltrans. (b) No waiver by any party of any of the provisions of this Easement Deed 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. (c) All approvals and determinations of City requested, required, or permitted hereunder may be made by the General Manager of the SFPUC. (d) This instrument (including the attached exhibits) contains the entire agreement between the parties and all prior written or oral negotiations, discussions, understandings, and agreements are merged into this Easement Deed. (i) The section and other headings of this Easement Deed are for convenience of reference only and shall be disregarded in the interpretation of this Easement Deed. (f) Time is of the essence. (g) This Easement Deed shall be governed by California law and City's Charter and Administrative Code. (h) If either party commences an action against the other or a dispute arises under this Easement Deed, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs. For purposes of this Easement Deed, City's reasonable attorneys' fees shall be based on the fees regularly charged by private attorneys in City with comparable experience. (i) The obligations of Caltrans under this Easement Deed shall be joint and several. (j) This Easement Deed has been drafted through a cooperative effort of City and Caltrans, and both parties have had an opportunity to have this Easement Deed reviewed and revised by legal counsel. No party shall be considered the drafter of this Easement Deed, 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 Easement Deed. (k) Use of the word "including" or similar words shall not be construed to limit any general term, statement, or other matter in this Easement Deed, whether or not language of non-limitation, such as "without limitation," "but not limited to," or similar words, are used. (l) Notwithstanding anything to the contrary contained in this Easement Deed, City acknowledges and agrees that no officer or employee of City has authority to commit City to this Easement Deed unless and until a resolution approving this Easement Deed of City's Public Utilities Commission and City's Board of Supervisors and Mayor, shall have been duly adopted and approved. Therefore, any obligations or liabilities of City under this Easement Deed are contingent upon enactment of such

a resolution and ordinance, and this Easement Deed shall be null and void if City's SFPUC, Board of Supervisors and Mayor do not approve this Easement Deed, at their respective sole discretion.

[SIGNATURES ON FOLLOWING PAGE]

Executed as of this _____ day of _____, 2021.

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
ANDRICO PENICK
Director of Property

DESCRIPTION CHECKED/APPROVED:

By: _____
Tony Durkee
Chief Surveyor

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)
) ss
County of _____)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY, That the State of California, acting by and through the Department of Transportation (pursuant to Government Code Section 27281), hereby accepts for public purposes the real property described in the within deed and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2021.

ADETOKUNBO OMISHAKIN

Director of Transportation

By _____

MARK L. WEAVER, Attorney in Fact

Deputy District Director

Right of Way and Land Surveys

EXHIBIT 1 TO EASEMENT DEED

Description of Access Easement

All that certain real property in Alameda County described and being a portion of Parcel 65 in the Indenture to the City and County of San Francisco, a municipal corporation of the State of California, dated and recorded March 3, 1930, in Book 2350, at Page 1, of the Official Records of Alameda County, and more particularly described as a portion of Assessor's Parcel Number 096-0375-012-02, and designated and described as Caltrans Parcel No. 63879-2.

[see attached]

Number

63879-2

Exhibit "1"**PARCEL 63879-2**

A parcel of land situate in the unincorporated area of the County of Alameda, State of California, being a portion of Parcel 65 as described in the Indenture to the City and County of San Francisco, a municipal corporation of the State of California, recorded March 3, 1930 in Book 2350 at Page 1, Official Records of said County, being more particularly described as follows:

An easement for access purposes in and to that portion of said Parcel 65 described as follows:

COMMENCING at a point on the general westerly line of PARCEL 2A as described in the Final Order of Condemnation recorded August 25, 1964 in Reel 1296 Image 1, Official Records of said County, said point of commencement being the northerly terminus of the course described as "N. 18°50'14" E., 638.13 feet" in said Final Order of Condemnation (North 18°50'14" East for purposes of this description); thence along said general westerly line, North 65°50'00" West 1.75 feet; thence departing said general westerly line, South 19°59'49" West 10.03 feet to the **TRUE POINT OF BEGINNING**; thence continuing South 19°59'49" West 951.83 feet; thence southwesterly, along the arc of a curve to the right, concave to the northwest, having a radius of 7,152.58 feet, through a central angle of 4°16'33", an arc distance of 533.77 feet; thence South 24°16'22" West 774.04 feet; thence southwesterly, along the arc of a curve to the left, concave to the southeast, having a radius of 1,978.00 feet, through a central angle of 5°01'35", an arc distance of 173.53 feet; thence South 19°14'47" West 545.19 feet to a point on said general westerly line; thence along said general westerly line, South 23°18'17" West 116.01 feet; thence departing said general westerly line, North 62°21'48" West 10.03 feet; thence North 23°18'17" East 114.90 feet; thence North 19°14'47" East 544.83 feet; thence northeasterly, along the arc of a curve to the right, concave to the southeast, having a radius of 1,988.00 feet, through a central angle of 5°01'35", an arc distance of 174.40 feet; thence North 24°16'22" East 774.04 feet; thence northeasterly, along the arc of a curve to the left, concave to the northwest, having a radius of 7,142.58 feet, through a central angle of 4°16'33", an arc distance of 533.02 feet; thence North 19°59'49" East 952.56 feet; thence South 65°50'00" East 10.03 feet to the **TRUE POINT OF BEGINNING**.

CONTAINING 30,941 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983 (CCS83) Zone 3, Epoch 2010.00. Multiply distances by 1.0000871 to obtain ground distances.

This real property description has been prepared by me, or under my direction, in conformance with the California Professional Land Surveyors' Act.



Brian M. Coleson, LS 8367

5/4/2021

Date

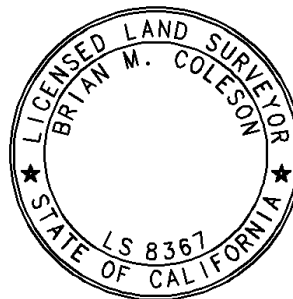
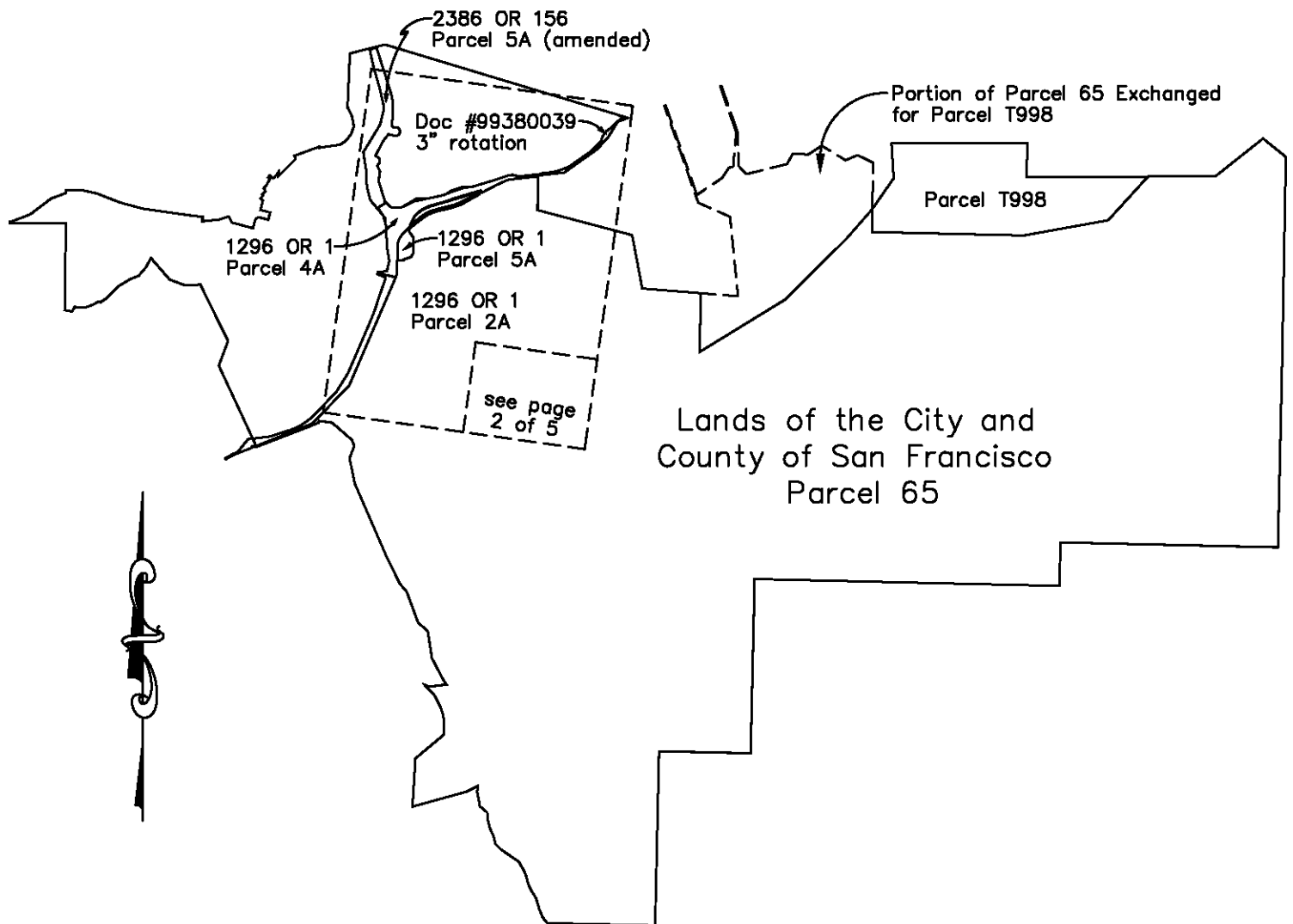


EXHIBIT 2 TO EASEMENT DEED

Depiction of Access Easement

(Assessor's Parcel No. 096-0375-012-02;
Caltrans Parcel No. 63879-2)

[see attached]



Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

Legend

Doc # Document Number
O.R. Official Records

Scale: 1" = 5000'

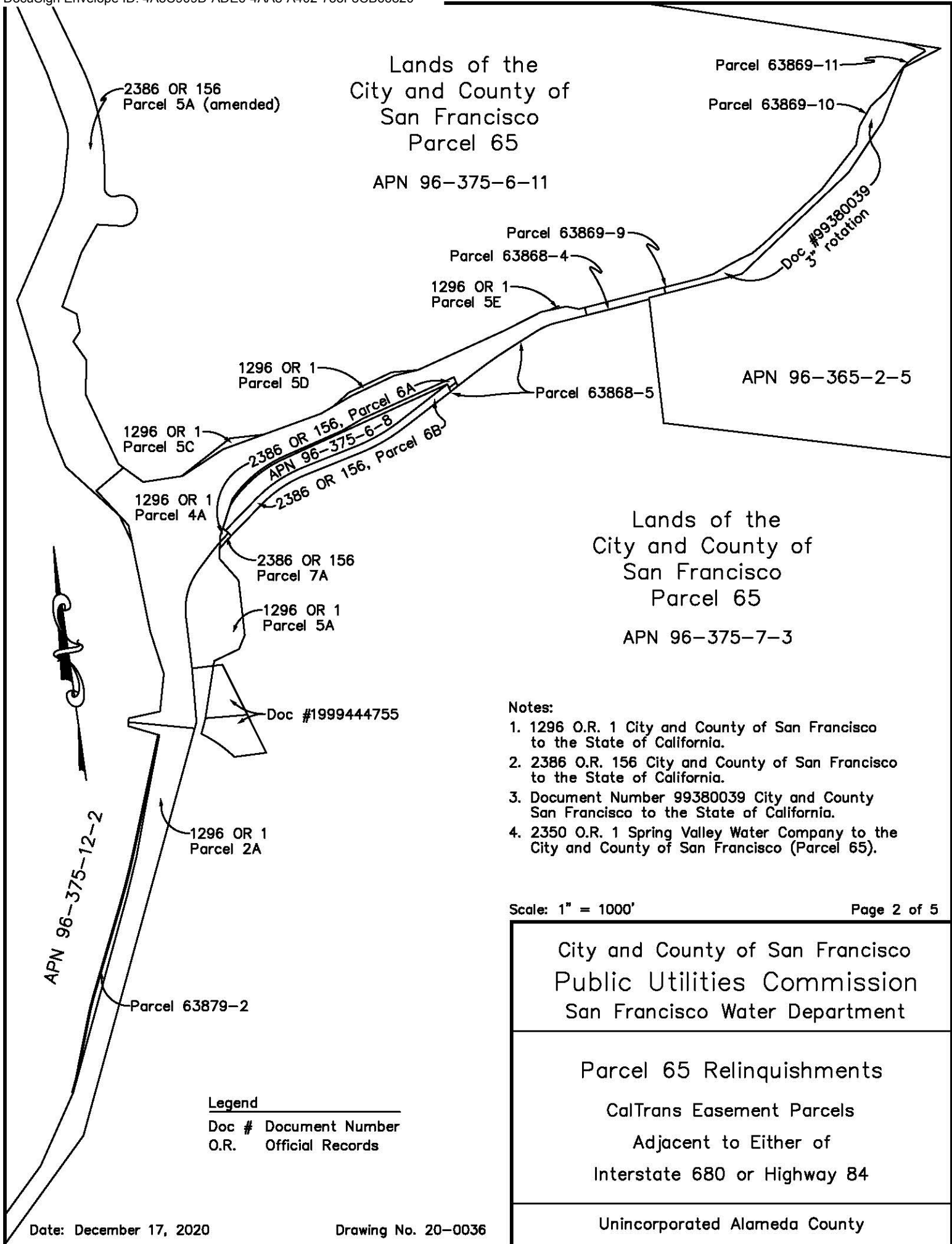
Page 1 of 5

City and County of San Francisco
Public Utilities Commission
San Francisco Water Department

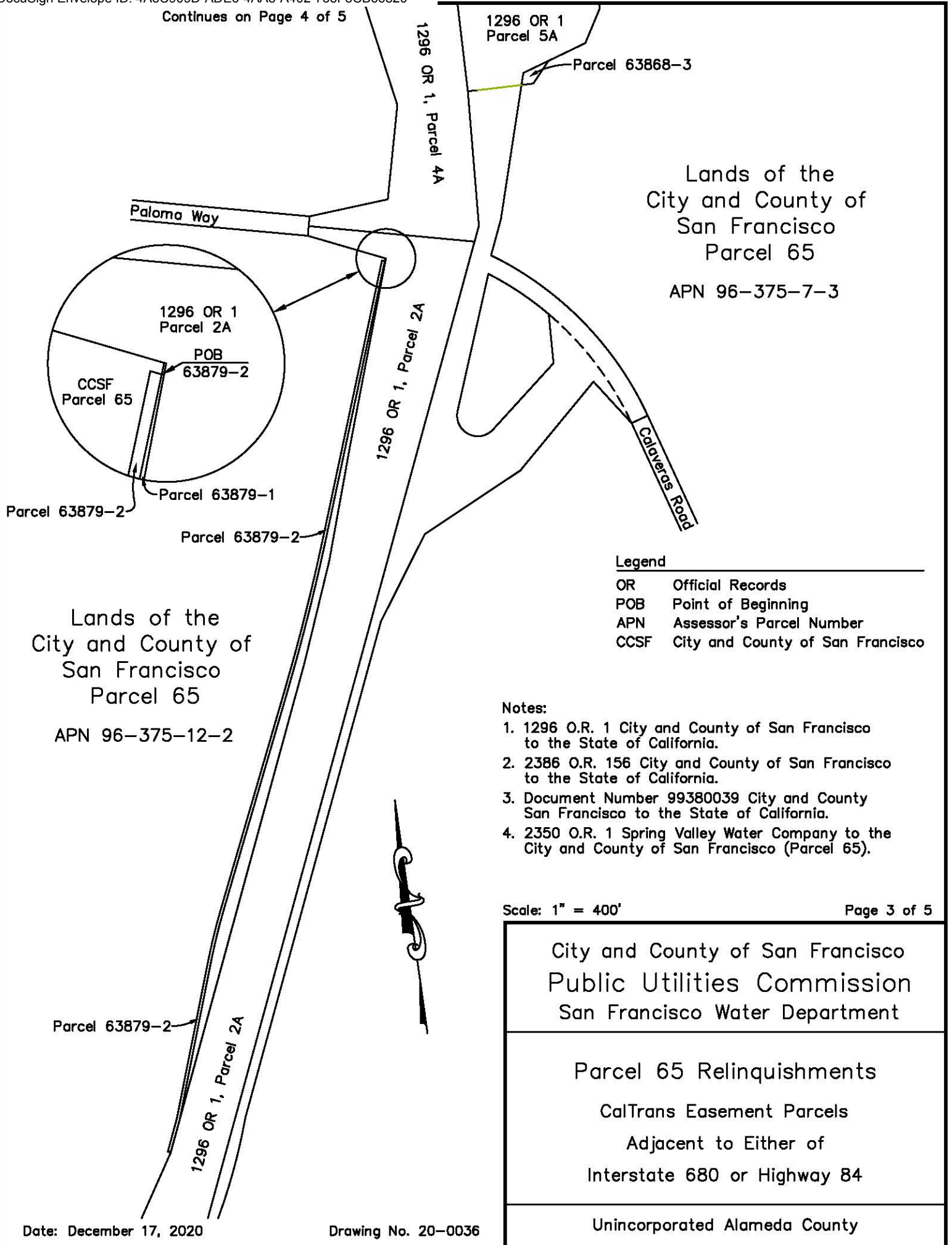
Parcel 65 Relinquishments

CalTrans Easement Parcels
Adjacent to Either of
Interstate 680 or Highway 84

Unincorporated Alameda County



Continues on Page 4 of 5



Lands of the
City and County of
San Francisco
Parcel 65

APN 96-375-6-11

Parcel 63869-1
1296 OR 1
Parcel 5E

Parcel 63868-1

1296 OR 1, Parcel 4A

Parcel 63868-5

1296 OR 1
Parcel 5D

2386 OR 156, Parcel 6A

Parcel 63881-2

Lands of the
City and County of
San Francisco
Parcel 65

APN 96-375-7-3

1296 OR 1
Parcel 5C

APN 96-375-6-8

2386 OR 156, Parcel 6B

2386 OR 156, Parcel 6A

Parcel 63881-1

2386 OR 156
Parcel 7A

1296 OR 1
Parcel 5A

Parcel 63868-3

1296 OR 1, Parcel 4A

Legend

OR	Official Records
POB	Point of Beginning
APN	Assessor's Parcel Number
CCSF	City and County of San Francisco

Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

Scale: 1" = 400'

Page 4 of 5

City and County of San Francisco
Public Utilities Commission
San Francisco Water Department

Parcel 65 Relinquishments

CalTrans Easement Parcels
Adjacent to Either of
Interstate 680 or Highway 84

Unincorporated Alameda County

Continues on Page 3 of 5

Date: December 17, 2020

Drawing No. 20-0036

Continues on Page 5 of 5

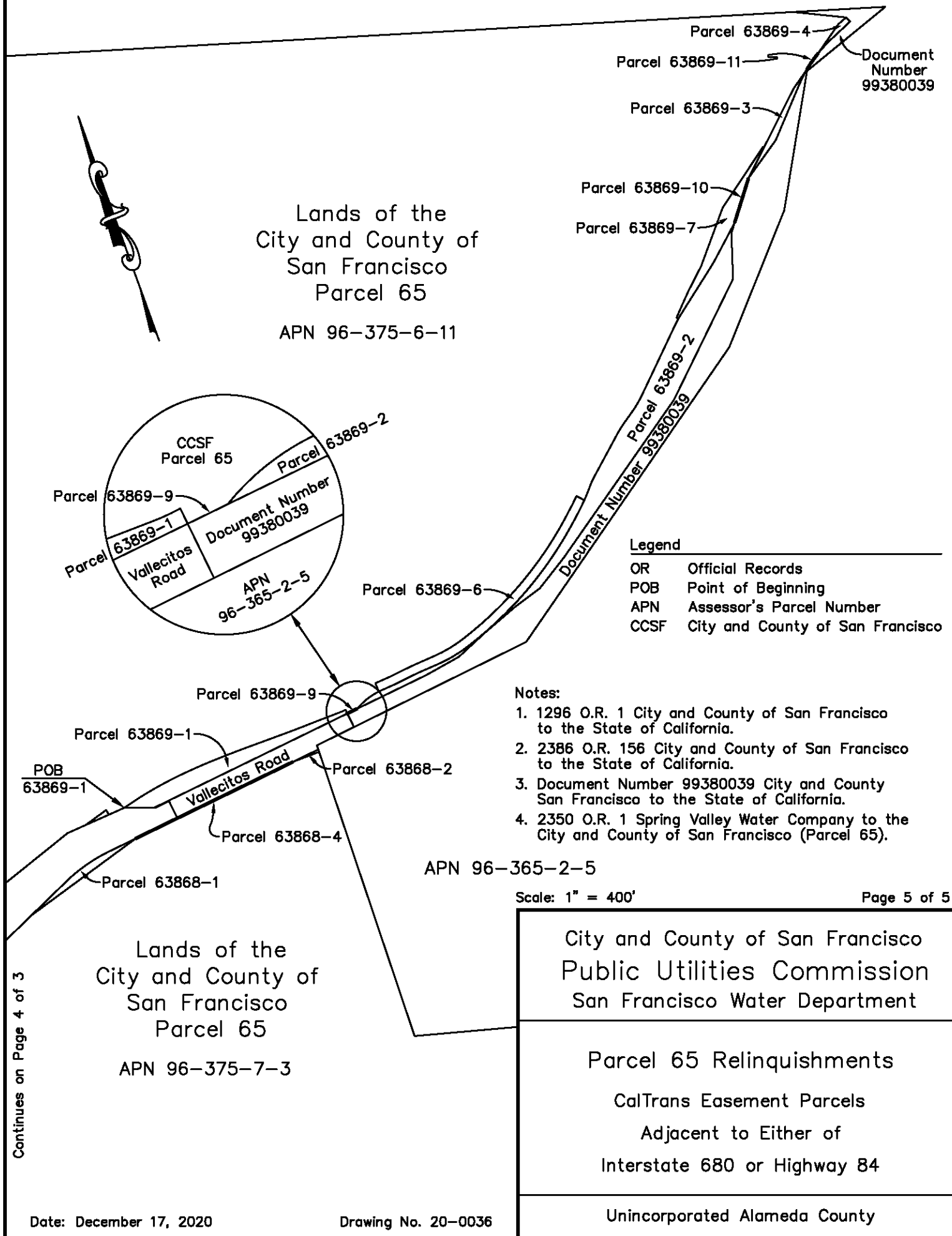


EXHIBIT 3 TO EASEMENT DEED

Description of City's Real Property

That real property described as and being a portion of Parcel 65 in the Indenture to the City and County of San Francisco, a municipal corporation of the State of California, dated and recorded March 3, 1930, in Book 2350, at Page 1, of the Official Records of Alameda County.

EXHIBIT F

FORM OF RETAINING WALL EASEMENT DEED TO STATE OF CALIFORNIA

[see attached]

RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:

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

and

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

MAIL TAX STATEMENTS TO:

State of California
Department of Transportation

Attn: _____ **[CONFIRM]**

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)

Portions of Assessor's Parcel No. 096-0375-006-11.

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

**EASEMENT DEED AND AGREEMENT
(Retaining Walls)**

THIS EASEMENT DEED AND AGREEMENT (this "**Easement Deed**") is made by and between the CITY AND COUNTY OF SAN FRANCISCO, a California municipal corporation ("**City**"), acting by and through its Public Utilities Commission ("**SFPUC**"), and the STATE OF CALIFORNIA, a California public agency, acting by and through its DEPARTMENT OF TRANSPORTATION ("**Caltrans**"). Caltrans and City sometimes are referred to collectively in this Agreement as the "**Parties**" or singularly as a "**Party**."

RECITALS

A. City, through the SFPUC, owns real property located along State Route 84 ("**SR-84**") and Interstate 680 ("**I-680**") in an unincorporated portion of Alameda County, State of California, commonly known as Parcel 65 and described in the attached **Exhibit 3** ("**City's Real Property**").

B. Caltrans, in cooperation with Alameda County Transportation Commission, proposes to widen and conform SR-84 to expressway standards between south of Ruby Hill Drive and the I-680 interchange (the "**Project**") in or over certain portions of City's Real Property. The Project seeks to **(1)** alleviate existing and projected traffic congestion and improve traffic circulation between SR-84 and I-680, and in the vicinity of the SR-84/I-680

interchange; (2) improve safety for motorists and cyclists on this segment of SR-84; (3) complete the statutory designation of this segment of SR-84 as an expressway facility; and (4) extend the existing southbound I-680 High Occupancy Vehicle/express lane northward by approximately two (2) miles in the City of Pleasanton, the Town of Sunol, and in unincorporated Alameda County.

C. As a component of the Project, Caltrans desires to reinforce a retaining wall that will be within the public right of way and seeks four (4) perpetual, non-exclusive retaining wall easements situated within those portions of City's Real Property commonly known as Assessor's Parcel No. 096-375-06-011, more particularly described in the Description of Retaining Wall Easements (the "**Easements**") attached as **Exhibit 1** and **Exhibit 1-1** and shown in the attached **Exhibit 2** (the "**Easement Area**"). City is willing to convey such Easements in the Easement Area, and Caltrans is willing to accept the Easements, on the terms and conditions of this Easement Deed.

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, City hereby quitclaims and conveys to Caltrans the Easements upon, over, across, and in portions of City's Real Property, together with the right of ingress and egress from said Easements over and across said lands, on the terms and conditions set forth in this Easement Deed. The attached Exhibits are incorporated into this Easement Deed.

1. **Easements.** City hereby quitclaims and conveys to Caltrans the Easements upon, over, across, and within the portions of City's Real Property described below:

(a) An approximately 10,324 square-foot portion of such parcel designated as Caltrans Parcel No. 63869-5 that is more particularly described in the attached **Exhibit 1** and **Exhibit 1-1** and depicted approximately on the attached **Exhibit 2**;

(b) An approximately 30,788 square-foot portion of such parcel designated as Caltrans Parcel No. 63869-6 that is more particularly described in the attached **Exhibit 1** and **Exhibit 1-1** and depicted approximately on the attached **Exhibit 2**;

(c) An approximately 20,136 square-foot portion of such parcel designated as Caltrans Parcel No. 63869-7 that is more particularly described in the attached **Exhibit 1** and **Exhibit 1-1** and depicted approximately on the attached **Exhibit 2**.

(d) An approximately 7,449 square-foot portion of such parcel designated as Caltrans Parcel No. 63869-8 that is more particularly described in the attached **Exhibit 1** and **Exhibit 1-1** and depicted approximately on the attached **Exhibit 2**.

2. **Permitted Uses.** The Easements include the right and privilege to maintain each retaining wall, inclusive of all necessary nail supports, fences, protective barriers, and fixtures for use in connection with the Easements. The Easements include the right to modify, remove, or replace the retaining walls, provided that Caltrans obtains City's approval of the proposed modification, removal and/or replacement, which approval shall not be unreasonably withheld, conditioned, or delayed. In an emergency, however, Caltrans may make such modifications as are reasonably necessary under the circumstances to preserve or restore the safe use of the Easements, without City's prior approval, provided that Caltrans shall give City such notice of the modifications as is reasonable under the circumstances, which may be retroactively. Further,

the Easements include the right of ingress to and egress from the Easement Areas over and across City's Real Property provided that Caltrans' right of ingress and egress shall not extend to any portion of City's Real Property that is isolated from the Easements by any public road or highway now crossing or thereafter crossing City's Real Property. City reserves the right to use said Easement Area for purposes that will not interfere with Caltrans' full enjoyment of the rights granted by this Easement Deed; provided that neither City nor its successors or assigns shall excavate, erect, place, or construct any permanent building or other structures, septic system, leach field, construct any fence, place underground utilities, drill, or operate any well, or construct any reservoir or other obstruction within said Easement Area, or diminish or install anything that will interfere with the rights in this Easement Deed granted to Caltrans within said Easement Area. Caltrans' rights under this Easement Deed may be exercised by Caltrans and its officers, directors, members, employees, agents, contractors, subcontractors, consultants, licensees, invitees, or representatives, or by any other authorized persons acting for or on Caltrans' behalf (collectively, "**Agents**").

3. Subject to City's Uses. Caltrans is aware that the Easement Area constitutes a portion of the SFPUC's regional water and power transmission systems. Notwithstanding anything to the contrary in this Easement Deed, any and all of Caltrans' activities under this Easement Deed shall be subject and subordinate at all times to City's existing and future use of the Easement Area for utility and all other municipal purposes, which may include construction of additional subsurface pipelines within the Easement Area. City shall in no way be liable for any damage or destruction to the retaining walls or the personal property of Caltrans or its Agents resulting from any construction, accident, break, repair, assessment, or maintenance of any pipeline or other SFPUC facilities located on or about the Easement Area. Caltrans acknowledges that City may use the open trench method for access to City's existing or future facilities or pipelines located on or about the Easement Area in the event of maintenance, repair, replacement, construction, or installation of any existing, future or additional pipelines, conduits, transmission lines, tunnels, or other SFPUC facilities. City also reserves the right to use the subsurface of City's Real Property for the installation, operation, maintenance, repair, or replacement of public utilities, including pipes, cable, manholes, or other infrastructure typically required for utility lines; provided, however, that such installation, operation, maintenance, repair, or replacement shall not require Caltrans to relocate or remove its retaining walls nor unreasonably restrict Caltrans' rights to access the Easement Area. The rights granted in this Easement Deed are also subject to any prior and existing rights of third parties, if any. Caltrans shall be solely liable for the interference of any prior and existing third-party rights. City reserves the right to grant, at its sole and absolute discretion, nonexclusive rights to other third parties within the Easement Area. City will require such other third parties to consult with Caltrans on design, location, and construction activities, but Caltrans shall have no rights of approval or disapproval.

4. Exercise of Due Care. Caltrans shall use and shall cause its Agents (defined in **Section 2** [Permitted Uses] above) to use, due care at all times to avoid any damage or harm to City's water pipelines, facilities, or other property and to native vegetation and natural attributes of the Easement Area and to minimize slope erosion. Except as permitted pursuant to **Section 12** [Construction and Ownership of Retaining Walls] below, Caltrans shall not disturb the surface of the Easement Area or perform any excavation work without City's prior written approval, which City may withhold at its sole discretion. City may condition and/or oversee any permitted excavation work. At its own expense, Caltrans shall mark the location of City's water pipelines

or other facilities within the Easement Area and shall not use any pick, plow, or other sharp tool to remove the two feet (2') of soil around the pipelines or other facilities, provided that Caltrans may use hand shovels or pneumatic shovels in compliance with all other terms and conditions of this Easement Deed. Caltrans shall immediately inform City of any actual or potential damage to the coating of the pipeline, and any such damage shall be promptly repaired by Caltrans, 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 Caltrans' sole cost, by notifying Caltrans of such fact. Upon completion of the repairs, City shall send to Caltrans a bill therefor, which Caltrans shall pay within thirty (30) days following receipt. Under no circumstances shall Caltrans damage, harm, or take any rare, threatened, or endangered species present on or about the Easement Area.

5. Assignment. Caltrans shall not assign its rights under this Easement Deed, in whole or in part, without City's prior written consent. City shall not unreasonably withhold consent if Caltrans proposes to transfer the Easements to any other agency or entity.

6. Indemnity. Caltrans 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, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom ("**Claims**"), arising in any manner out of (a) injury to or death of any person or damage to or destruction of any property occurring in, on or about the Easement Area, when such injury, death, damage or destruction is caused by the person or property of Caltrans, its Agents, its invitees, guests or business visitors (collectively, "**Invitees**"), or third persons, relating to Caltrans' use or activity under this Easement Deed, (b) any failure by Caltrans to faithfully observe or perform any of the terms, covenants or conditions of this Easement Deed, (c) the use of the Easement Area or any activities conducted thereon by Caltrans or its Agents or Invitees, or (d) any release or discharge, or threatened release or discharge, of any Hazardous Material caused or allowed by Caltrans or its Agents or Invitees, on, in, under or about the Easement Area, any improvements or into the environment; except solely to the extent arising out of or caused by the negligence or willful misconduct of City or City's authorized representatives. Caltrans' obligations under this Section shall survive the termination of the Easements, with respect to events occurring prior to such termination.

7. Insurance. Notwithstanding anything to the contrary above, Caltrans and City each acknowledges that the other self-insures and shall not be obligated to purchase any third-party commercial liability insurance or property insurance.

8. Restrictions on Use.

(a) **Improvements.** Except as otherwise expressly provided in this Easement Deed, Caltrans shall not construct or place any temporary or permanent structures or improvements in, on, under or about the Easement Area, nor shall Caltrans make any alterations or additions to any of existing structures or improvements on the Easement Area or excavate any portion of the Easement Area, unless Caltrans first obtains City's prior written consent, which City may give or withhold at its sole and absolute discretion.

(b) **Dumping.** Caltrans shall not cause, nor shall Caltrans allow any of its Agents or Invitees to cause the dumping or other disposal in, on, under or about the Easement Area of landfill, refuse, Hazardous Material (defined 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.

(c) **Hazardous Material.** Caltrans shall not cause, nor shall Caltrans allow any of its Agents or Invitees to cause, any Hazardous Material (defined below) to be brought upon, kept, used, stored, generated, released, or disposed of in, on, under, or about the Easement Area, or transported to, from, or over the Easement Area, except that Caltrans is permitted to bring onto the Easement Area products and materials commonly used in or essential to the installation of the retaining walls that may contain material considered hazardous, provided that any such products and materials shall be handled and used in compliance with all applicable state, federal, or local laws, statutes, ordinances, rules, regulations, policies, orders, edicts, and the like (collectively, “**Laws**”) and only in such quantities as are necessary for the permitted use of the Easements.

Caltrans shall immediately notify City when Caltrans learns of, or has reason to believe that, a release of Hazardous Material has occurred in, on, under, or about the Easement Area. In the event that any Hazardous Material brought to the Easement Area by Caltrans or any of its Agents or Invitees is spilled or leaked or otherwise released on the Easement Area as a result of Caltrans' exercise of this Easement Deed, Caltrans shall promptly take all steps necessary to remove any contamination resulting from such activities. Caltrans accepts full responsibility for all activities and costs incurred related to cleaning up the Easement Area from the effects of such spill or leak. With respect to Hazardous Material brought to the Easement Area by Caltrans or its Agents or Invitees, Caltrans shall be responsible for meeting, and possessing the means to satisfy, the requirements of all federal, state, and local controlling agencies, which may have jurisdiction over the region in which the Easement Area is located or over the substance being used by Caltrans on the Easement Area. In the event that Caltrans or its Agents or Invitees cause a release of Hazardous Material, at City's discretion, Caltrans shall either remediate, at Caltrans' sole cost, such contaminated property to the satisfaction of the regulatory agency having jurisdiction over same or reimburse City for its costs in performing such remediation. Caltrans shall further comply with all applicable 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. In connection with any release of Hazardous Material on or about the Easement Area, Caltrans 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 Easement Deed, “**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 applicable Laws; a “hazardous waste” listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the Easement Area or are naturally occurring substances in the Easement Area; and any petroleum, including crude oil or any fraction thereof, natural gas or natural gas liquids, provided, the foregoing shall not prohibit Caltrans from traversing to, from, and across the Easement 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 Easement Area.

(d) Nuisances. Caltrans shall not conduct or allow any of its Agents or Invitees to conduct any activities in, on, under, or about the Easement 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.

(e) Avoiding Damage to the Easement Area. At its sole cost, Caltrans shall at all times maintain the Easement Area in a good, clean, safe, secure, sanitary, and sightly condition, so far as the Easement Area may be affected by Caltrans' activities under this Easement Deed. Caltrans shall not do anything in, on, under, or about the Easement Area that could cause damage or interference to any pipelines or other property located in, on, under, or about the Easement Area. Immediately following completion of any work permitted under this Easement Deed, at its sole expense, Caltrans shall remove all debris and any excess dirt and restore the Easement Area as near as reasonably possible to its condition immediately prior to Caltrans' work under this Easement Deed, to the reasonable satisfaction of City's authorized representative.

If any portion of the Easement Area or any City property located on or about the Easement Area is damaged or threatened by any of the activities conducted by Caltrans or its Agents or Invitees, at its sole cost, Caltrans shall immediately notify City of such damage or threat by **(a)** telephoning the SFPUC's Millbrae Dispatch facility by telephone at (650) 872-5900 of any emergency or incident requiring emergency response., and **(b)** providing written notice in accordance with **Section 17** [Notices] below. At its option, City may remedy such damage or threat at Caltrans' sole cost, or City may elect to witness Caltrans' repair work. If City elects not to remedy such damage or threat, Caltrans shall repair any and all such damage and restore the Easement 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 Easement Area. Caltrans is solely responsible for the location of any such utilities and other existing facilities and their protection from damage. Caltrans shall be solely responsible to arrange and pay directly for any utilities or services necessary for its activities pursuant to this Easement Deed; provided, Caltrans shall obtain City's prior written approval to the provision of such services or utilities in, on, under, or through the Easement Area.

(f) Use of Adjoining Land. Caltrans acknowledges that the privilege given under this Easement Deed shall be limited strictly to the Easement Area. Caltrans shall not traverse over or otherwise use any adjoining lands of City.

(g) **Ponding; Water Courses.** Caltrans shall not cause any ponding on the Easement Area or any flooding on adjacent land. Caltrans 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 Easement Area, nor shall Caltrans engage in any activity that could pollute or degrade any surface or subsurface waters or result in the diminution or drainage of such waters.

(h) **Heavy Equipment and Vehicles.** To prevent damage to City's underground pipelines, Caltrans' use of vehicles and equipment within twenty feet (20') of each side of the centerline of any City pipeline (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 defined in **subsection (ii)** below. 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, Caltrans shall submit to City for review and approval, at City's sole discretion, engineering calculations prepared by a licensed Professional Engineer licensed in California showing that City's pipelines will not be adversely affected by Caltrans' proposed activities. If City's pipelines may be adversely affected, Caltrans 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 the pipeline 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 eight tons (16,000 lbs.). Caltrans shall be responsible for providing adequate evidence to City that Caltrans' equipment and vehicles meet the foregoing requirements.

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

(iv) If the depth of the soil cover over the pipeline (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 the pipeline shall be performed manually. For any machinery or equipment excavation and grading over and/or within twenty feet (20') of each side of the centerline of the pipeline (measured on the surface), Caltrans 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 the pipeline shall be removed manually or by other methods approved by the SFPUC with due care as provided in **Section 4** [Exercise of Due Care].

9. Cathodic and Other Protection. From time to time, City may adopt such reasonable rules and regulations with regard to Caltrans' facilities and operations under this Easement Deed as City may determine are necessary or appropriate, at City's sole discretion, to safeguard against corrosion of, or other damage to, City's pipelines and related facilities. After receipt of a copy of such rules and regulations, Caltrans shall comply promptly with them.

10. Compliance with Laws. At its expense, Caltrans shall conduct and cause to be conducted all activities on the Easement Area allowed under this Easement Deed 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.

11. Maintenance. At its expense, Caltrans shall repair and maintain the Easement Area as to wear and tear caused by the proportionate use of the Easement Area by Caltrans and its Agents, but not wear and tear caused by use of the Easement Area by others.

12. Construction and Ownership of Retaining Walls. The Parties acknowledge that the retaining walls, once constructed by Caltrans within the Easement Area in accordance with the plans and specifications described on the attached **Exhibit 4** (the “**Approved Plans**”) shall belong to Caltrans. Subject to the terms and conditions of this Easement Deed, at its sole cost and expense, Caltrans may construct or cause the construction of modifications, additions, or replacements of such retaining walls and shall, at its sole cost and expense, maintain the retaining walls in good, safe condition and repair.

13. Approval of Caltrans’ Approved Plans. Caltrans shall construct and install any improvements in the Easement Area, including modifications, additions, or replacements to the retaining walls, in strict accordance with the Approved Plans (including drawings) approved in advance and in writing by City. Any Approved Plans may be revised or amended only with City’s prior written approval, at its sole discretion, after the SFPUC’s Bureau of Environmental Management has determined that no further environmental review is required by CEQA as a result of any such revision or amendment. City’s consent to or approval of any improvements, equipment, or fixtures shall not relieve Caltrans or its Agents from any liability for negligence, errors, or omissions associated with the design and construction of the retaining walls. In no event shall City’s approval of the Approved Plans or any future revisions or amendments to the Approved Plans be deemed to constitute a representation or warranty by City concerning the suitability of the improvements, equipment, or fixtures for Caltrans’ purposes or that the work called for in the Approved Plans complies with applicable Laws or industry standards nor shall such approval release Caltrans from Caltrans’ obligation to supply plans and specifications that conform to any applicable Laws, including building codes, and industry standards.

14. Permits and Approvals. Before beginning any work in the Easement Area, Caltrans 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, Caltrans shall deliver copies of them to the SFPUC. Caltrans recognizes and agrees that no approval by City or the SFPUC for purposes of Caltrans’ work under this Easement Deed shall be deemed to constitute the approval of any federal, state, or local regulatory authority with jurisdiction, and nothing in this Easement Deed shall limited Caltrans’ obligation to obtain all such regulatory Approvals required by Laws, at Caltrans’ sole cost.

15. Cooperation with the SFPUC. Caltrans and its Agents shall work closely with City or SFPUC personnel to minimize any potential disruption (even if temporary) of the City’s facilities in, under, on, or about the Easement Area and the SFPUC’s use thereof.

16. Restoration of Easement Area. Immediately following completion of any work permitted under this Easement Deed, Caltrans shall remove all debris and any excess dirt, repair any damaged caused to the SFPUC's facilities and adjacent property, and place the Easement Area in the condition reflected in the Approved Plans. Any area that is not slated for modification in the Approved Plans, but altered by the work, shall be returned to pre-work condition, to City's reasonable satisfaction.

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

City 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: Caltrans SR-84/I-680 Highway Widening

with a copy to:

Office of the City Attorney of San Francisco
Real Estate/Finance Team
1 Dr. Carlton B Goodlett Place
San Francisco, California 94012
Attn: Richard Handel, Deputy City Attorney

State:

State of California
Department of Transportation
Right of Way and Land Surveys

Attn: Mark L. Weaver, Deputy District Director

[CONFIRM]

with a copy to:

Attn: _____

[CONFIRM]

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.

18. Successors and Assigns. The provisions of this Easement Deed shall run with the land, burden the Easement Area, and inure to the benefit of and bind the respective successors and assigns of City and Caltrans.

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

20. General Provisions. (a) This Easement Deed may be amended or modified only by a writing signed by City and Caltrans. (b) No waiver by any party of any of the provisions of this Easement Deed 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. (c) All approvals and determinations of City requested, required, or permitted hereunder may be made by the General Manager of the SFPUC. (d) This instrument (including the attached exhibits) contains the entire agreement between the parties and all prior written or oral negotiations, discussions, understandings, and agreements are merged into this Easement Deed. (i) The section and other headings of this Easement Deed are for convenience of reference only and shall be disregarded in the interpretation of this Easement Deed. (f) Time is of the essence. (g) This Easement Deed shall be governed by California law and City's Charter and Administrative Code. (h) If either party commences an action against the other or a dispute arises under this Easement Deed, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs. For purposes of this Easement Deed, City's reasonable attorneys' fees shall be based on the fees regularly charged by private attorneys in City with comparable experience. (i) The obligations of Caltrans under this Easement Deed shall be joint and several. (j) This Easement Deed has been drafted through a cooperative effort of City and Caltrans, and both parties have had an opportunity to have this Easement Deed reviewed and revised by legal counsel. No party shall be considered the drafter of this Easement Deed, 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 Easement Deed. (k) Use of the word "including" or similar words shall not be construed to limit any general term, statement, or other matter in this Easement Deed, whether or not language of non-limitation, such as "without limitation," "but not limited to," or similar words, are used. (l) Notwithstanding anything to the contrary contained in this Easement Deed, City acknowledges and agrees that no officer or employee of City has authority to commit City to this Easement Deed unless and until a resolution approving this Easement Deed of City's Public Utilities Commission and City's Board of Supervisors and Mayor, shall have been duly adopted and approved. Therefore, any obligations or liabilities of City under this Easement Deed are contingent upon enactment of such a resolution and ordinance, and this Easement Deed shall be null and void if City's SFPUC, Board of Supervisors and Mayor do not approve this Easement Deed, at their respective sole discretion.

[SIGNATURES ON FOLLOWING PAGE]

Executed as of this _____ day of _____, 2021.

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
ANDRICO PENICK
Director of Property

DESCRIPTION CHECKED/APPROVED:

By: _____
Tony Durkee
Chief Surveyor

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)
) ss
County of _____)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY, That the State of California, acting by and through the Department of Transportation (pursuant to Government Code Section 27281), hereby accepts for public purposes the real property described in the within deed and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2021.

ADETOKUNBO OMISHAKIN

Director of Transportation

By _____

MARK L. WEAVER, Attorney in Fact

Deputy District Director

Right of Way and Land Surveys

Exhibit 1 to Easement Deed

Description of Retaining Wall Easements

All that certain real property in Alameda County described and being a portion of Parcel 65 in the Indenture to the City and County of San Francisco, a municipal corporation of the State of California, dated and recorded March 3, 1930, in Book 2350, at Page 1, of the Official Records of Alameda County, and more particularly described as Assessor's Parcel Number 096-0375-006-11, and further designated as Parcels 63869-5 through 63869-8 in attached **Exhibit 1-1**.

Exhibit 1-1 to Easement Deed

Description of Retaining Wall Easements

(Assessor's Parcel No. 096-0375-006-11;
Caltrans Parcel Nos. 63869-5 through 63869-8)

[see attached]

Number

63879-2

Exhibit "1"**PARCEL 63879-2**

A parcel of land situate in the unincorporated area of the County of Alameda, State of California, being a portion of Parcel 65 as described in the Indenture to the City and County of San Francisco, a municipal corporation of the State of California, recorded March 3, 1930 in Book 2350 at Page 1, Official Records of said County, being more particularly described as follows:

An easement for access purposes in and to that portion of said Parcel 65 described as follows:

COMMENCING at a point on the general westerly line of PARCEL 2A as described in the Final Order of Condemnation recorded August 25, 1964 in Reel 1296 Image 1, Official Records of said County, said point of commencement being the northerly terminus of the course described as "N. 18°50'14" E., 638.13 feet" in said Final Order of Condemnation (North 18°50'14" East for purposes of this description); thence along said general westerly line, North 65°50'00" West 1.75 feet; thence departing said general westerly line, South 19°59'49" West 10.03 feet to the **TRUE POINT OF BEGINNING**; thence continuing South 19°59'49" West 951.83 feet; thence southwesterly, along the arc of a curve to the right, concave to the northwest, having a radius of 7,152.58 feet, through a central angle of 4°16'33", an arc distance of 533.77 feet; thence South 24°16'22" West 774.04 feet; thence southwesterly, along the arc of a curve to the left, concave to the southeast, having a radius of 1,978.00 feet, through a central angle of 5°01'35", an arc distance of 173.53 feet; thence South 19°14'47" West 545.19 feet to a point on said general westerly line; thence along said general westerly line, South 23°18'17" West 116.01 feet; thence departing said general westerly line, North 62°21'48" West 10.03 feet; thence North 23°18'17" East 114.90 feet; thence North 19°14'47" East 544.83 feet; thence northeasterly, along the arc of a curve to the right, concave to the southeast, having a radius of 1,988.00 feet, through a central angle of 5°01'35", an arc distance of 174.40 feet; thence North 24°16'22" East 774.04 feet; thence northeasterly, along the arc of a curve to the left, concave to the northwest, having a radius of 7,142.58 feet, through a central angle of 4°16'33", an arc distance of 533.02 feet; thence North 19°59'49" East 952.56 feet; thence South 65°50'00" East 10.03 feet to the **TRUE POINT OF BEGINNING**.

CONTAINING 30,941 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983 (CCS83) Zone 3, Epoch 2010.00. Multiply distances by 1.0000871 to obtain ground distances.

This real property description has been prepared by me, or under my direction, in conformance with the California Professional Land Surveyors' Act.



Brian M. Coleson, LS 8367

5/4/2021

Date

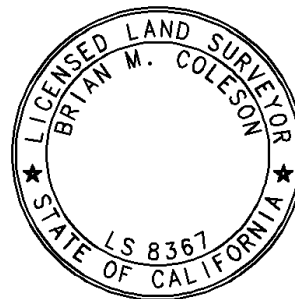
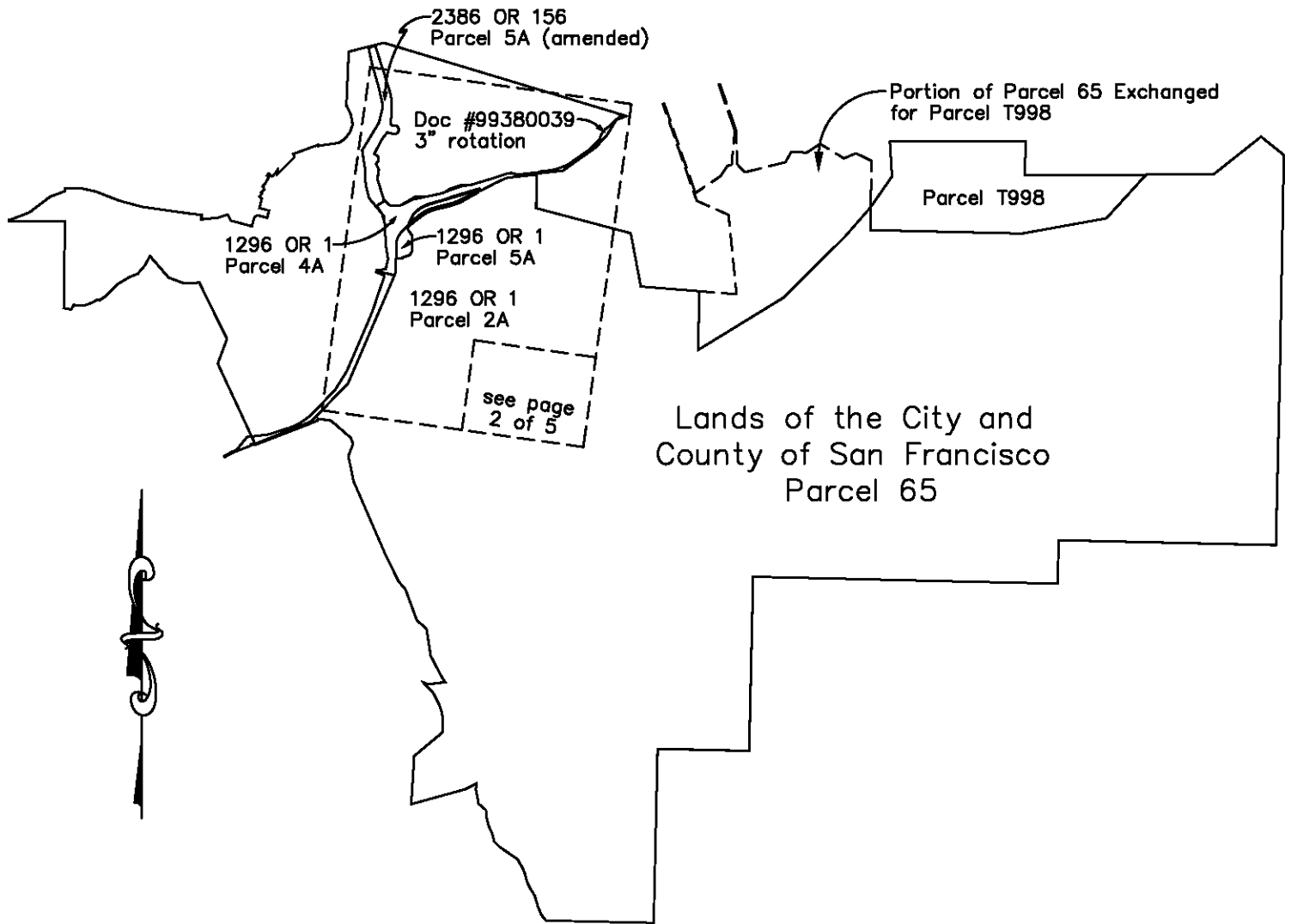


Exhibit 2 to Easement Deed

Depiction of Parcel 65 Relinquishments-Caltrans Retaining Wall Easement Parcels Map

(Assessor's Parcel No. 096-0375-006-11;
Caltrans Parcel Nos. 63869-5 through 63869-8)

[see attached]



Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

Legend

Doc # Document Number
O.R. Official Records

Scale: 1" = 5000'

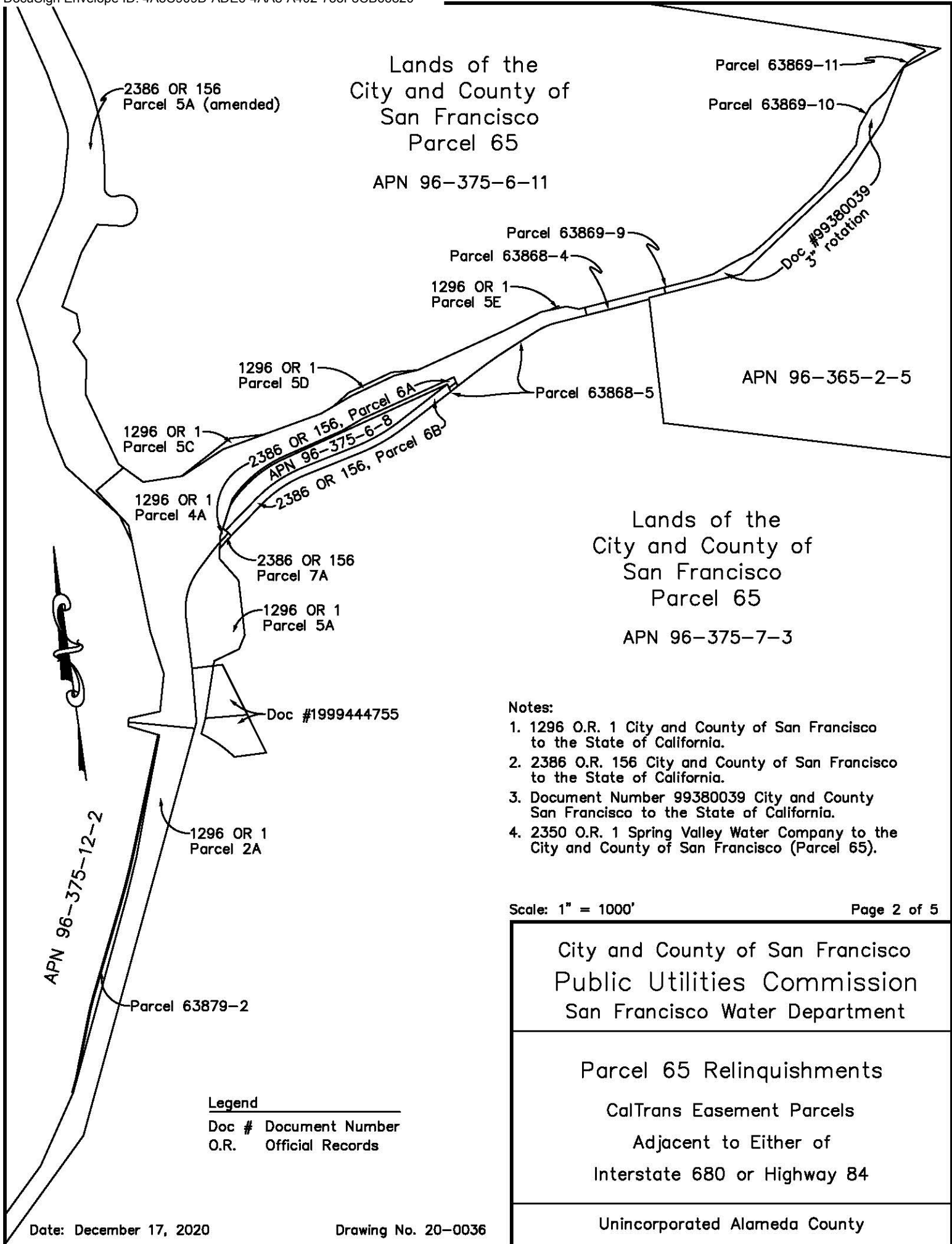
Page 1 of 5

City and County of San Francisco
Public Utilities Commission
San Francisco Water Department

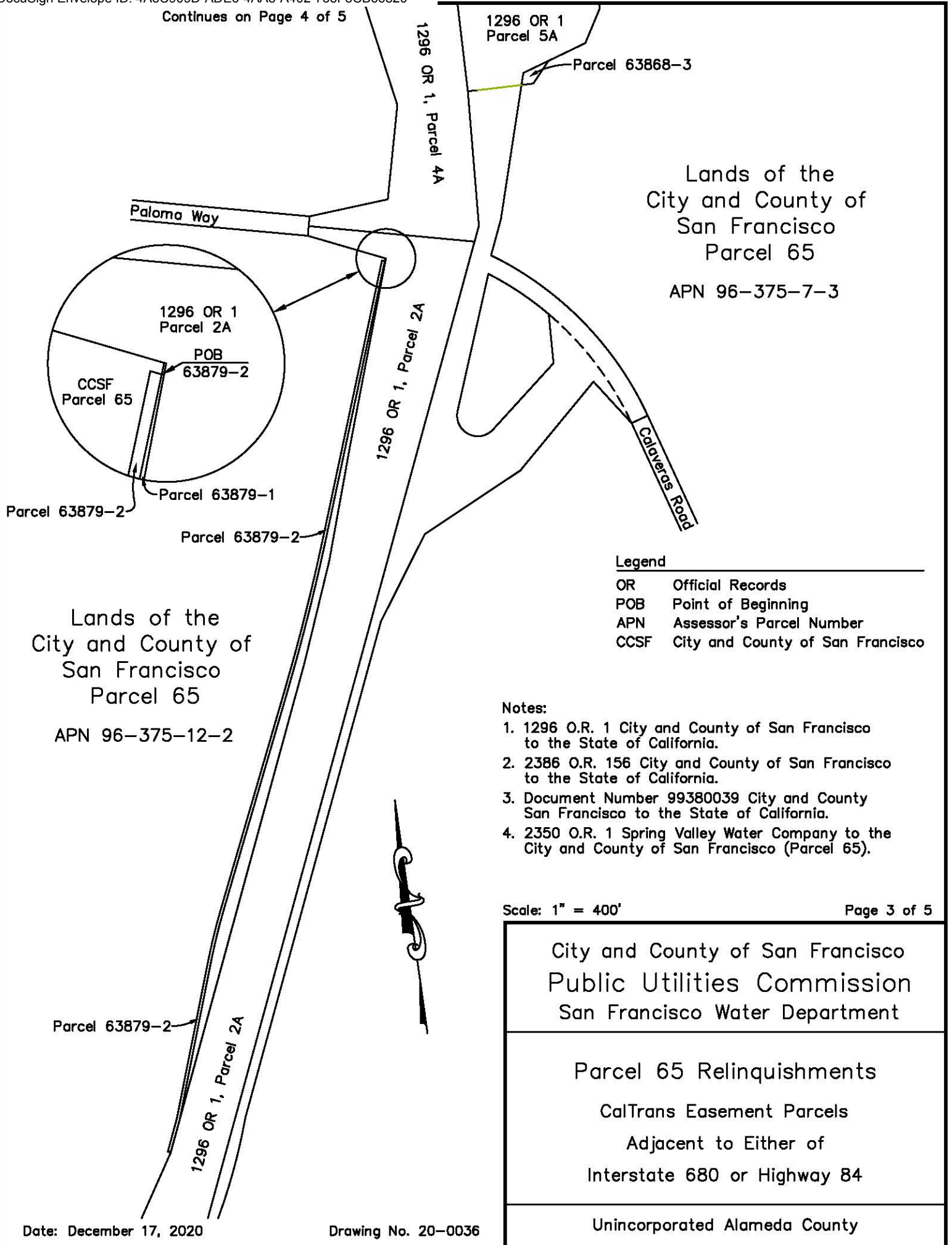
Parcel 65 Relinquishments

CalTrans Easement Parcels
Adjacent to Either of
Interstate 680 or Highway 84

Unincorporated Alameda County



Continues on Page 4 of 5



Lands of the
City and County of
San Francisco
Parcel 65

APN 96-375-6-11

Parcel 63869-1
1296 OR 1
Parcel 5E

Parcel 63868-1

1296 OR 1, Parcel 4A

Parcel 63868-5

1296 OR 1
Parcel 5D

2386 OR 156, Parcel 6A

Parcel 63881-2

Lands of the
City and County of
San Francisco
Parcel 65

APN 96-375-7-3

1296 OR 1
Parcel 5C

APN 96-375-6-8

2386 OR 156, Parcel 6B

2386 OR 156, Parcel 6A

Parcel 63881-1

2386 OR 156
Parcel 7A

1296 OR 1
Parcel 5A

Parcel 63868-3

1296 OR 1, Parcel 4A

Legend

OR	Official Records
POB	Point of Beginning
APN	Assessor's Parcel Number
CCSF	City and County of San Francisco

Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

Scale: 1" = 400'

Page 4 of 5

City and County of San Francisco
Public Utilities Commission
San Francisco Water Department

Parcel 65 Relinquishments

CalTrans Easement Parcels
Adjacent to Either of
Interstate 680 or Highway 84

Unincorporated Alameda County

Continues on Page 3 of 5

Date: December 17, 2020

Drawing No. 20-0036

Continues on Page 5 of 5

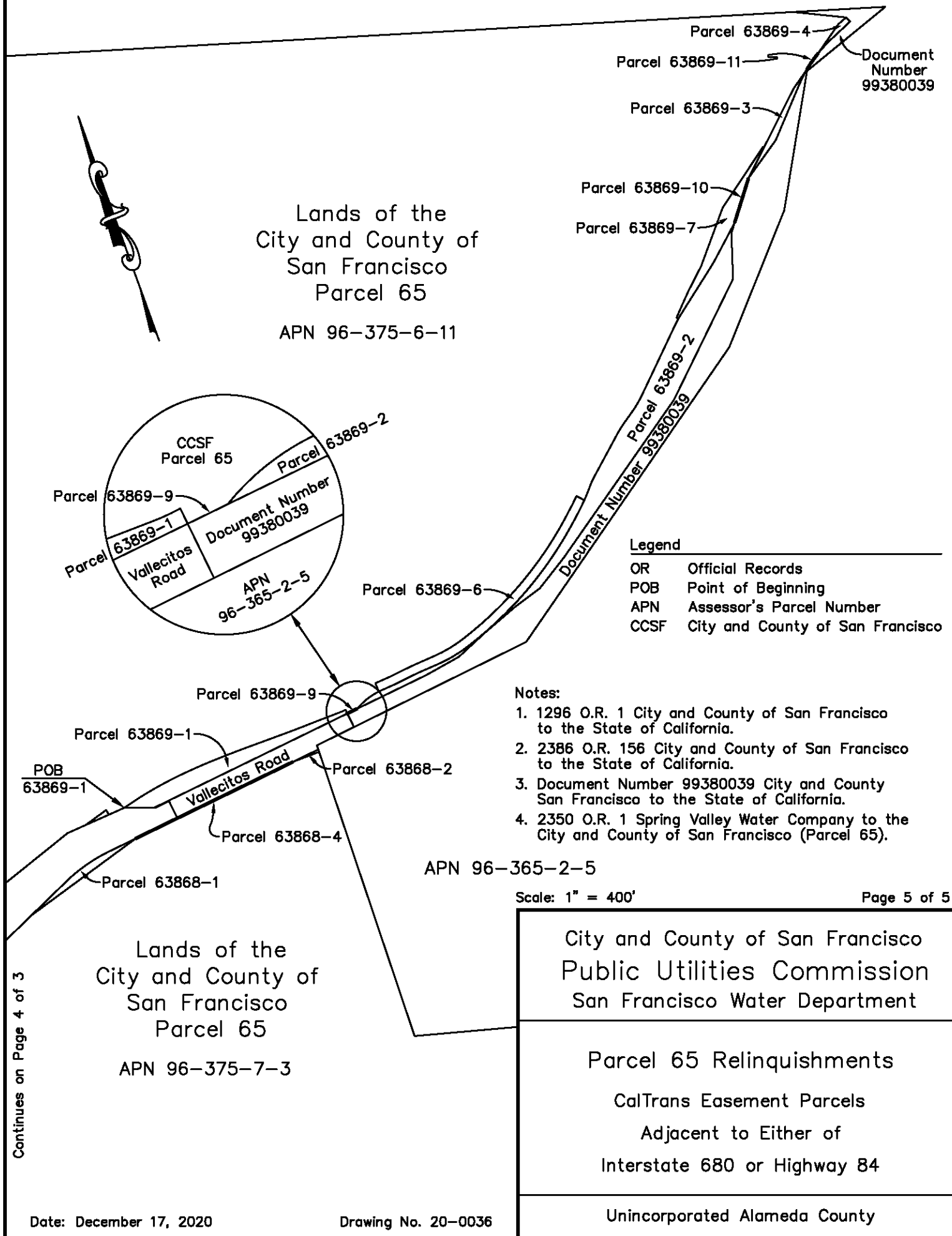


Exhibit 3 to Easement Deed

Description of City's Real Property

That real property described as and being a portion of Parcel 65 in the Indenture to the City and County of San Francisco, a municipal corporation of the State of California, dated and recorded March 3, 1930, in Book 2350, at Page 1, of the Official Records of Alameda County.

Exhibit 4 to Easement Deed

Approved Plans

[see attached]

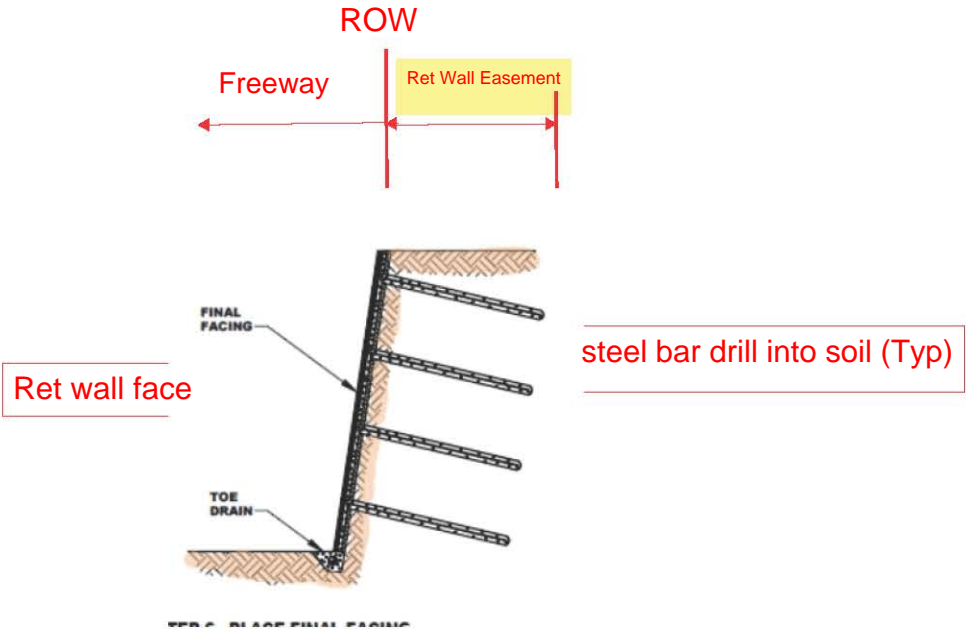


EXHIBIT G

FORM OF UTILITY EASEMENT DEED TO PACIFIC GAS AND ELECTRIC

[see attached]

RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:

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

and

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

MAIL TAX STATEMENTS TO:

Pacific Gas and Electric Company
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177 **[CONFIRM]**

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)

Portions of Assessor's Parcel Nos. 096-375-07-003 and
096-375-12-002

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

**EASEMENT DEED AND AGREEMENT
(Electric Utility Easements)**

THIS EASEMENT DEED AND AGREEMENT (this "**Easement Deed**") is made by and between the CITY AND COUNTY OF SAN FRANCISCO, a California municipal corporation ("**City**"), acting by and through its Public Utilities Commission ("**SFPUC**"), and PACIFIC GAS & ELECTRIC COMPANY, a California corporation ("**PG&E**") and City and PG&E sometimes are referred to collectively in this Agreement as the "**Parties**" or singularly as a "**Party**."

RECITALS

A. City, through the SFPUC, owns real property located along State Route 84 ("**SR-84**") and Interstate 680 ("**I-680**") in an unincorporated portion of Alameda County, State of California, commonly known as Parcel 65, and generally described in the attached **Exhibit 3** ("**City's Real Property**").

B. The State of California, a California public agency, acting by and through its Department of Transportation ("**Caltrans**"), in cooperation with the Alameda County Transportation Commission, proposes to widen and conform SR-84 to expressway standards between south of Ruby Hill Drive and the I-680 interchange (the "**Project**") in or over certain portions of City's Real Property.

C. As a component of the Project, PG&E desires to acquire electric utility easements within the public right of way and seeks four (4) perpetual, non-exclusive electric utility easements situated within those portions of City's Real Property commonly known as Assessor's Parcel No. 096-375-07-003 and Assessor's Parcel No. 096-375-12-002, and described as follows:

(1) Those portions of Assessor's Parcel No. 096-375-07-003 designated as Caltrans Parcel Nos. 63868-6 through 63868-8 that are more particularly described in the Description of Electric Utility Easements ("**Electric Utility Easements**") in the attached **Exhibit 1** and **Exhibit 1-1**, and depicted in the Parcel 65 Relinquishments-Electric Utility Easement Parcels Map attached as **Exhibit 2**; and

(2) A portion of Assessor's Parcel No. 096-375-12-002 designated as Caltrans Parcel No. 63879-3 that is more particularly described in the attached **Exhibit 1** and **Exhibit 1-2**, and depicted in the Parcel 65 Relinquishments-Electric Utility Easement Parcels Map attached as **Exhibit 2**.

The Electric Utility Easement areas described in **Exhibit 1**, **Exhibit 1-1**, and **Exhibit 1-2** and depicted in **Exhibit 2** are referred to as the ("**Easement Area**"). City is willing to convey such Electric Utility Easements in the Easement Area, and PG&E is willing to accept the Electric Utility Easements, on the terms and conditions of this Easement Deed.

AGREEMENT

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, City hereby quitclaims and conveys to PG&E the Electric Utility Easements upon, over, across, and in portions of City's Real Property, together with the right of ingress and egress from said Electric Utility Easements over and across said lands, on the terms and conditions set forth in this Easement Deed. The attached Exhibits are incorporated into this Easement Deed.

1. Electric Utility Easements

City hereby quitclaims and conveys to PG&E the following Electric Utility Easements upon, over, across, and within portions of City's Real Property:

(a) A perpetual, non-exclusive Electric Utility Easements upon, over, across, and in three (3) locations located in Assessor's Parcel Number 096-375-07-03 as follows:

(i) An approximately 24,473 square-foot portion of such parcel designated as Caltrans Parcel No. 63868-6 and more particularly described in the attached **Exhibit 1-1**, and depicted approximately on the Parcel 65 Relinquishments-Electric Easement Parcels Map attached as **Exhibit 2**.

(ii) An approximately 415 square-foot portion of such parcel designated as Caltrans Parcel No. 63868-7, and more particularly described in the attached **Exhibit 1-1**, and depicted approximately on the Parcel 65 Relinquishments-Electric Easement Parcels Map attached as **Exhibit 2**.

(iii) An approximately 3,812 square-foot portion of such parcel designated as Caltrans Parcel No. 63868-8, and more particularly described in the attached **Exhibit 1-1**, and depicted approximately on the Parcel 65 Relinquishments-Electric Easement Parcels Map attached as **Exhibit 2**.

(b) A perpetual, non-exclusive Electric Utility Easement upon, over, across, and in an approximately 27,475 square-foot portion of Assessor's Parcel Number 096-375-12-002 (also designated as Caltrans Parcel No. 63879-3), and more particularly described in the attached **Exhibit 1-2** and depicted approximately on the Parcel 65 Relinquishments-Electric Easement Parcels Map attached as **Exhibit 2**.

2. Permitted Uses. The Electric Utility Easements include the right and privilege to, from time to time, excavate for, construct, reconstruct, install, replace (of initial or any other size), remove, maintain, inspect and use its poles, aerial wires, cables, electrical conductors with associated crossarms, braces, transformers, anchors, guy wires and cable, fixtures and appurtenances, as PG&E deems necessary for the distribution of electric energy and communication purposes ("**PG&E's Facilities**"), together with the right of ingress and egress within, over and across the Easement Area, for use in connection with the Electric Utility Easements. The Electric Utility Easements include the right to modify, remove, or replace PG&E's Facilities within the Electric Utility Easements, provided that PG&E obtains City's approval of the proposed modification, removal, and/or replacement, which approval shall not be unreasonably withheld, conditioned, or delayed. In an emergency, however, PG&E may make such modifications as are reasonably necessary under the circumstances to preserve or restore the safe use of the Electric Utility Easements, without City's prior approval, provided that PG&E shall give City such notice of the modifications as is reasonable under the circumstances, which may be retroactively. Further, PG&E's right of ingress and egress shall not extend to any portion of said lands that are isolated from the Electric Utility Easements by any public road or highway now crossing or thereafter crossing said lands. City reserves the right to use said Easement Area for purposes that will not interfere with PG&E's full enjoyment of the rights granted by this Easement Deed; provided that neither City nor its successors or assigns shall excavate, erect, place, or construct any permanent building or other structures, septic system, leach field, construct any fence, place underground utilities, drill, or operate any well, or construct any reservoir or other obstruction within said Easement Area, or diminish or install anything that will interfere with the rights granted to PG&E in this Easement Deed. PG&E's rights under this Easement Deed may be exercised by PG&E and its officers, directors, members, employees, agents, contractors, subcontractors, consultants, licensees, invitees, or representatives, or by any other authorized persons acting for or on PG&E's behalf (collectively, "**Agents**").

3. Subject to City's Uses. PG&E is aware that the Easement Area constitutes a portion of the SFPUC's regional water and power transmission systems. Notwithstanding anything to the contrary in this Easement Deed, any and all of PG&E's activities under this Easement Deed shall be subject and subordinate at all times to City's existing and future use of the Easement Area for utility and all other municipal purposes, which may include construction of additional subsurface pipelines within the Easement Area. City shall in no way be liable for any damage or destruction to PG&E's Facilities or the personal property of PG&E or its Agents resulting from any construction, accident, break, repair, assessment, or maintenance of any pipeline or other SFPUC facilities located on or about the Easement Area. PG&E acknowledges that City may use the open trench method for access to City's existing or future facilities or

pipelines located on or about the Easement Area in the event of maintenance, repair, replacement, construction, or installation of any existing, future or additional pipelines, conduits, transmission lines, tunnels or other SFPUC facilities. City also reserves the right to use the subsurface of City's Real Property for the installation, operation, maintenance, repair, or replacement of public utilities, including pipes, cable, manholes, or other infrastructure typically required for utility lines; provided, however, that such installation, operation, maintenance, repair, or replacement shall not require PG&E to relocate or remove PG&E's Facilities nor unreasonably restrict PG&E's rights to access the Easement Area. The rights granted in this Easement Deed are also subject to any prior and existing rights of third parties, if any. PG&E shall be solely liable for any interference with any prior and existing third-party rights. City reserves the right to grant, at its sole and absolute discretion, nonexclusive rights to other third parties within the Easement Area. City will require such other third parties to consult with PG&E on design, location, and construction activities, but PG&E shall have no rights of approval or disapproval.

4. Exercise of Due Care. PG&E shall use and shall cause its Agents (defined in **Section 2** [Permitted Uses] above) to use, due care at all times to avoid any damage or harm to City's water pipelines, facilities, or other property and to native vegetation and natural attributes of the Easement Area and to minimize slope erosion. Except as permitted pursuant to **Section 12** [Construction and Ownership of PG&E's Facilities] below, PG&E shall not disturb the surface of the Easement Area or perform any excavation work without City's prior written approval, which City may withhold at its sole discretion. City may condition and/or oversee any permitted excavation work. At its own expense, PG&E shall mark the location of City's water pipelines or other facilities within the Easement Area and shall not use any pick, plow, or other sharp tool to remove the two feet (2') of soil around City's pipelines or other facilities, provided that PG&E may use hand shovels or pneumatic shovels in compliance with all other terms and conditions of this Easement Deed. PG&E shall immediately inform City of any actual or potential damage to the coating of the pipeline, and any such damage shall be promptly repaired by PG&E, 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 PG&E's sole cost, by notifying PG&E of such fact. Upon completion of the repairs, City shall send to PG&E a bill therefor, which PG&E shall pay within thirty (30) days following receipt. Under no circumstances shall PG&E damage, harm, or take any rare, threatened, or endangered species present on or about the Easement Area.

5. Assignment. PG&E shall not assign its rights under this Easement Deed, in whole or in part, without City's prior written consent. City shall not unreasonably withhold consent if PG&E proposes to transfer the Electric Utility Easements to any other agency or entity.

6. Indemnity. PG&E 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, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom ("**Claims**"), arising in any manner out of (a) injury to or death of any person or damage to or destruction of any property occurring in, on or about the Easement Area, when such injury, death, damage or destruction is caused by the person or property of PG&E, or its Agents, its invitees, guests or business visitors (collectively, "**Invitees**"), or third persons, relating to PG&E's use or activity under this Easement Deed,

(b) any failure by PG&E to faithfully observe or perform any of the terms, covenants, or conditions of this Easement Deed, (c) the use of the Easement Area or any activities conducted thereon by PG&E or its Agents or Invitees, or (d) any release or discharge, or threatened release or discharge, of any Hazardous Material caused or allowed by PG&E or its Agents or Invitees, on, in, under, or about the Easement Area, any improvements or into the environment; except solely to the extent arising out of or caused by the negligence or willful misconduct of City or City's authorized representatives. PG&E's obligations under this Section shall survive the termination of the Electric Utility Easements, with respect to events occurring prior to such termination.

7. **Insurance.** Notwithstanding anything to the contrary above, PG&E and City each acknowledges that the other self-insures and shall not be obligated to purchase any third-party commercial liability insurance or property insurance.

8. **Restrictions on Use.**

(a) **Improvements.** Except as otherwise expressly provided in this Easement Deed, PG&E shall not construct or place any temporary or permanent structures or improvements in, on, under, or about the Easement Area, nor shall PG&E make any alterations or additions to any of existing structures or improvements on the Easement Area or excavate any portion of the Easement Area, unless PG&E first obtains City's prior written consent, which City may give or withhold at its sole and absolute discretion.

(b) **Dumping.** PG&E shall not cause, nor shall PG&E allow any of its Agents or Invitees to cause the dumping or other disposal in, on, under, or about the Easement Area of landfill, refuse, Hazardous Material (defined 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.

(c) **Hazardous Material.** PG&E shall not cause, nor shall PG&E allow any of its Agents or Invitees to cause, any Hazardous Material (defined below) to be brought upon, kept, used, stored, generated, released, or disposed of in, on, under, or about the Easement Area, or transported to, from, or over the Easement Area, except that PG&E is permitted to bring onto the Easement Area products and materials commonly used in or essential to the installation of PG&E's Facilities that may contain material considered hazardous, provided that any such products and materials shall be handled and used in compliance with all applicable state, federal, or local laws, statutes, ordinances, rules, regulations, policies, orders, edicts, and the like (collectively, "**Laws**") and only in such quantities as are necessary for the permitted use of the Electric Utility Easements.

PG&E shall immediately notify City when PG&E learns of, or has reason to believe that, a release of Hazardous Material has occurred in, on, under or about the Easement Area. In the event that any Hazardous Material brought to the Easement Area by PG&E or any of its Agents or Invitees is spilled or leaked or otherwise released on the Easement Area as a result of PG&E's exercise of this Easement Deed, PG&E shall promptly take all steps necessary to remove any contamination resulting from such activities. PG&E accepts full responsibility for all activities and costs incurred related to cleaning up the Easement Area from the effects of such spill or leak. With respect to Hazardous Material brought to the Easement Area by PG&E or its Agents or Invitees, PG&E shall be responsible for meeting, and possessing the means to satisfy,

the requirements of all federal, state and local controlling agencies, which may have jurisdiction over the region in which the Easement Area is located or over the substance being used by PG&E on the Easement Area. In the event that PG&E or its Agents or Invitees cause a release of Hazardous Material, at City's discretion, PG&E shall either remediate, at PG&E's sole cost, such contaminated property to the satisfaction of the regulatory agency having jurisdiction over same or reimburse City for its costs in performing such remediation. PG&E shall further comply with all applicable Laws that require 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. In connection with any release of Hazardous Material on or about the Easement Area, PG&E 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 Easement Deed, "**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 applicable Laws; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the Easement Area or are naturally occurring substances in the Easement Area; and any petroleum, including crude oil or any fraction thereof, natural gas or natural gas liquids, provided, the foregoing shall not prohibit PG&E from traversing to, from and across the Easement 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 Easement Area.

(d) **Nuisances.** PG&E shall not conduct or allow any of its Agents or Invitees to conduct any activities in, on, under or about the Easement 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.

(e) **Avoiding Damage to the Easement Area.** At its sole cost, PG&E shall at all times maintain the Easement Area in a good, clean, safe, secure, sanitary, and sightly condition, so far as the Easement Area may be affected by PG&E's activities under this Easement Deed. PG&E shall not do anything in, on, under, or about the Easement Area that could cause damage or interference to any pipelines or other property located in, on, under or about the Easement Area. Immediately following completion of any work permitted under this Easement Deed, at its sole expense, PG&E shall remove all debris and any excess dirt and restore the Easement Area as near as reasonably possible to its condition immediately prior to

PG&E's work under this Easement Deed, to the reasonable satisfaction of City's authorized representative.

If any portion of the Easement Area or any City property located on or about the Easement Area is damaged or threatened by any of the activities conducted by PG&E or its Agents or Invitees, at its sole cost, PG&E shall immediately notify City of such damage or threat by **(a)** telephoning the SFPUC's Millbrae Dispatch facility by telephone at (650) 872-5900 of any emergency or incident requiring emergency response., and **(b)** providing written notice in accordance with **Section 17** [Notices] below. At its option, City may remedy such damage or threat at PG&E's sole cost or City may elect to witness PG&E's repair work. If City elects not to remedy such damage or threat, PG&E shall repair any and all such damage and restore the Easement 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 Easement Area. PG&E is solely responsible for the location of any such utilities and other existing facilities and their protection from damage. PG&E shall be solely responsible to arrange and pay directly for any utilities or services necessary for its activities pursuant to this Easement Deed; provided, PG&E shall obtain City's prior written approval to the provision of such services or utilities in, on, under, or through the Easement Area.

(f) Use of Adjoining Land. PG&E acknowledges that the privilege given under this Easement Deed shall be limited strictly to the Easement Area. PG&E shall not traverse over or otherwise use any adjoining lands of City.

(g) Ponding; Water Courses. PG&E shall not cause any ponding on the Easement Area or any flooding on adjacent land. PG&E 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 Easement Area, nor shall PG&E engage in any activity that could pollute or degrade any surface or subsurface waters or result in the diminution or drainage of such waters.

(h) Heavy Equipment and Vehicles. To prevent damage to City's underground pipelines, PG&E's use of vehicles and equipment within twenty feet (20') of each side of the centerline of any City pipeline (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 defined in **subsection (ii)** below. 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, PG&E shall submit to City for review and approval, at City's sole discretion, engineering calculations prepared by a licensed Professional Engineer licensed in California showing that City's pipelines will not be adversely affected by PG&E's proposed activities. If City's pipelines may be adversely affected, PG&E 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 the pipeline 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 eight tons (16,000 lbs.). PG&E shall be responsible for

providing adequate evidence to City that PG&E's equipment and vehicles meet the foregoing requirements.

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

(iv) If the depth of the soil cover over the pipeline (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 the pipeline shall be performed manually. For any machinery or equipment excavation and grading over and/or within twenty feet (20') of each side of the centerline of the pipeline (measured on the surface), PG&E 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 the pipeline shall be removed manually or by other methods approved by the SFPUC with due care as provided in **Section 4** [Exercise of Due Care] above.

9. Cathodic and Other Protection. From time to time, City may adopt such reasonable rules and regulations with regard to PG&E's Facilities and operations under this Easement Deed as City may determine are necessary or appropriate, at City's sole discretion, to safeguard against corrosion of, or other damage to, City's pipelines and related facilities. After receipt of a copy of such rules and regulations, PG&E shall comply promptly with them.

10. Compliance with Laws. At its expense, PG&E shall conduct and cause to be conducted all activities on the Easement Area allowed under this Easement Deed 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.

11. Maintenance. At its expense, PG&E shall repair and maintain the Easement Area as to wear and tear caused by the proportionate use of the Easement Area by PG&E and its Agents, but not wear and tear caused by use of the Easement Area by others.

12. Construction and Ownership of PG&E's Facilities. The Parties acknowledge that PG&E's Facilities, once constructed by PG&E within the Easement Area in accordance with the plans and specifications described on the attached **Exhibit 4** (the "**Approved Plans**"), shall belong to PG&E. Subject to the terms and conditions of this Easement Deed, at its sole cost and expense, PG&E may construct or cause the construction of modifications, additions, or replacements of PG&E's Facilities and shall, at its sole cost and expense, maintain PG&E's Facilities in good, safe condition and repair.

13. Approval of PG&E's Approved Plans. PG&E shall construct and install any improvements in the Easement Area, including modifications, additions, or replacements to the utility poles, in strict accordance with the Approved Plans (including drawings) approved in advance and in writing by City. Any Approved Plans may be revised or amended only with City's prior written approval, at its sole discretion, after the SFPUC's Bureau of Environmental Management has determined that no further environmental review is required by CEQA as a result of any such revision or amendment. City's consent to or approval of any improvements,

equipment, or fixtures shall not relieve PG&E or its Agents from any liability for negligence, errors, or omissions associated with the design and construction of the utility poles. In no event shall City's approval of the Approved Plans or any future revisions or amendments to the Approved Plans be deemed to constitute a representation or warranty by City concerning the suitability of the improvements, equipment, or fixtures for PG&E's purposes or that the work called for in the Approved Plans complies with applicable Laws or industry standards nor shall such approval release PG&E from PG&E's obligation to supply plans and specifications that conform to any applicable Laws, including applicable building codes and industry standards.

14. Permits and Approvals. Before beginning any work in the Easement Area, PG&E 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, PG&E shall deliver copies of them to the SFPUC. PG&E recognizes and agrees that no approval by City or the SFPUC for purposes of PG&E's work under this Easement Deed shall be deemed to constitute the approval of any federal, state, or local regulatory authority with jurisdiction, and nothing in this Easement Deed shall limited PG&E's obligation to obtain all such regulatory Approvals required by Laws, at PG&E's sole cost.

15. Cooperation with the SFPUC. PG&E and its Agents shall work closely with City or SFPUC personnel to minimize any potential disruption (even if temporary) of the City's facilities in, under, on, or about the Easement Area and City's use thereof.

16. Restoration of Easement Area. Immediately following completion of any work permitted under this Easement Deed, PG&E shall remove all debris and any excess dirt, repair any damaged caused to the SFPUC's facilities and adjacent property, and place the Easement Area in the condition reflected in the Approved Plans. Any area that is not slated for modification in the Approved Plans, but altered by the work, shall be returned to pre-work condition, to City's reasonable satisfaction.

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

City 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: Caltrans SR-84/I-680 Highway Widening

with a copy to:

Office of the City Attorney of San Francisco
Real Estate/Finance Team
1 Dr. Carlton B Goodlett Place
San Francisco, California 94012

Attn: Richard Handel, Deputy City Attorney
 Re: Caltrans SR-84/I-680 Highway Widening

PG&E:

Pacific Gas and Electric Company

Attn: _____ **[CONFIRM]**

with a copy to:

Attn: _____ **[CONFIRM]**

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.

18. Successors and Assigns. The provisions of this Easement Deed shall run with the land, burden the Easement Area, and inure to the benefit of and bind the respective successors and assigns of City and PG&E.

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

20. General Provisions. (a) This Easement Deed may be amended or modified only by a writing signed by City and PG&E. (b) No waiver by any party of any of the provisions of this Easement Deed 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. (c) All approvals and determinations of City requested, required, or permitted hereunder may be made by the General Manager of the SFPUC. (d) This instrument (including the attached exhibits) contains the entire agreement between the parties and all prior written or oral negotiations, discussions, understandings, and agreements are merged into this Easement Deed. (e) The section and other headings of this Easement Deed are for convenience of reference only and shall be disregarded in the interpretation of this Easement Deed. (f) Time is of the essence. (g) This Easement Deed shall be governed by California law and City's Charter and Administrative Code. (h) If either party commences an action against the other or a dispute arises under this Easement Deed, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs. For purposes of this Easement Deed, City's reasonable attorneys' fees shall be based on the fees regularly charged by private attorneys in City with comparable experience. (i) The obligations of PG&E under this Easement Deed shall be joint and several. (j) This Easement Deed has been drafted through a cooperative effort of City and PG&E, and both parties have had an opportunity to have this Easement Deed reviewed and revised by legal counsel. No party shall be considered the drafter of this Easement Deed, 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 Easement Deed. **(k)** Use of the word “including” or similar words shall not be construed to limit any general term, statement, or other matter in this Agreement, whether or not language of non-limitation, such as “without limitation,” “but not limited to,” or similar words, are used. **(l)** Notwithstanding anything to the contrary contained in this Easement Deed, City acknowledges and agrees that no officer or employee of City has authority to commit City to this Easement Deed unless and until a resolution approving this Easement Deed of City’s Public Utilities Commission and City’s Board of Supervisors and Mayor, shall have been duly adopted and approved. Therefore, any obligations or liabilities of City under this Easement Deed are contingent upon enactment of such a resolution and ordinance, and this Easement Deed shall be null and void if City’s SFPUC, Board of Supervisors and Mayor do not approve this Easement Deed, at their respective sole discretion.

[SIGNATURES ON FOLLOWING PAGE]

Executed as of this _____ day of _____, 2021.

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
ANDRICO PENICK
Director of Property

DESCRIPTION CHECKED/APPROVED:

By: _____
Tony Durkee
Chief Surveyor

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)
) ss
County of _____)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this Easement Deed and Agreement, dated _____, 2021, from City to PG&E is hereby accepted pursuant to _____, and PG&E consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____
[NAME]
[TITLE]

EXHIBIT 1 TO EASEMENT DEED

Description of Electric Utility Easements

All that certain real property in Alameda County described and being a portion of Parcel 65 in the Indenture to the City and County of San Francisco, a municipal corporation of the State of California, dated and recorded March 3, 1930, in Book 2350, at Page 1, of the Official Records of Alameda County, and more particularly described as a portion of Assessor's Parcel Number 096-0375-007-03, described and designated as Caltrans Parcels 63868-6, 63868-7, 63868-8 in the attached **Exhibit 1-1**; and a portion of Assessor's Parcel Number 096-0375-012-02, described and designated as Caltrans Parcel 63879-3 in the attached **Exhibit 1-2**.

EXHIBIT 1-1 TO EASEMENT DEED

Description of Electric Utility Easements

(Assessor's Parcel No. 096-375-07-003;
Caltrans Parcel Nos. 63868-6 through 63868-8)

[see attached]

Number
63868-6

(63868-7, 63868-8)

Exhibit "1-1"**PARCEL 63868-6**

A parcel of land situate in the unincorporated area of the County of Alameda, State of California, being a portion of Parcel 65 as described in the Indenture to the City and County of San Francisco, a municipal corporation of the State of California, recorded March 3, 1930 in Book 2350 at Page 1, Official Records of said County, being more particularly described as follows:

An easement for electric line purposes in and to that portion of said Parcel 65 described as follows:

COMMENCING at a point on the general southerly line of PARCEL 4A as described in the Final Order of Condemnation recorded August 25, 1964 in Reel 1296 Image 1, Official Records of said County, said point of commencement being the westerly terminus of the course described as "S. 83°53'35" W., 266.45 feet" in said Final Order of Condemnation (South 83°53'36" West for purposes of this description); thence along said general southerly line the following two (2) courses: (1) North 83°53'36" East 104.60 feet to the **TRUE POINT OF BEGINNING**; and (2) continuing North 83°53'36" East 349.81 feet; thence departing said general southerly line, North 87°29'00" East 355.21 feet to a point on the general northerly line of said Parcel 65; thence along said general northerly line, South 00°50'09" West 20.03 feet; thence departing said general northerly line, South 87°29'00" West 353.41 feet; thence South 83°53'36" West 347.36 feet; thence South 73°29'18" West 591.58 feet to a point on said general southerly line; thence along said general southerly line the following two (2) courses: (1) northeasterly, along the arc of a non-tangent curve to the right, concave to the southeast, the center of which bears South 24°50'57" East 3,564.31 feet, through a central angle of 0°30'17", an arc distance of 31.39 feet; and (2) North 65°39'20" East 114.36 feet; thence departing last said line, North 73°29'18" East 449.03 feet to the **TRUE POINT OF BEGINNING**.

CONTAINING 24,473 square feet, more or less.

PARCEL 63868-7

A parcel of land situate in the unincorporated area of the County of Alameda, State of California, being a portion of Parcel 65 as described in the Indenture to the City and County of San Francisco, a municipal corporation of the State of California, recorded March 3, 1930 in Book 2350 at Page 1, Official Records of said County, being more particularly described as follows:

An easement for electric line purposes in and to that portion of said Parcel 65 described as follows:

COMMENCING at a point on the general southerly line of PARCEL 5A as described in the Final Order of Condemnation recorded August 25, 1964 in Reel 1296 Image 1, Official Records of said County, said point of commencement being the southerly terminus of the course described as "S. 16°43'04" W., 41.07 feet" in said Final Order of Condemnation; thence along said general southerly line the following two (2) courses: (1) North 16°43'04" East 41.10 feet; and (2) North 72°18'27" East 94.06 feet; thence South 41°41'47" West 26.11 feet to the **TRUE POINT OF BEGINNING**; thence South 22°13'54" West 53.72 feet to a point on the northerly line of Parcel 2 as described in the Joint Tenancy Grant Deed Correction Deed to Michael A. Gbadebo recorded December 14, 1999 as Document No. 1999444755, Official Records of said County; thence along said northerly line, North 88°51'17" West 10.72 feet; thence departing said northerly line, North 22°13'54" East 29.28 feet; thence North 41°41'47" East 30.01 feet to the **TRUE POINT OF BEGINNING**.

CONTAINING 415 square feet, more or less.

Number

63868-6

(63868-7, 63868-8)

PARCEL 63868-8

A parcel of land situate in the unincorporated area of the County of Alameda, State of California, being a portion of Parcel 65 as described in the Indenture to the City and County of San Francisco, a municipal corporation of the State of California, recorded March 3, 1930 in Book 2350 at Page 1, Official Records of said County, being more particularly described as follows:

An easement for electric line purposes in and to that portion of said Parcel 65 described as follows:

COMMENCING at a point on the general easterly line of PARCEL 5A as described in the Final Order of Condemnation recorded August 25, 1964 in Reel 1296 Image 1, Official Records of said County, said point of commencement being the northerly terminus of the course described as "S. 33°15'34" E., 247.65 feet" in said Final Order of Condemnation; thence along said general easterly line South 33°15'34" East 34.06 feet to the **TRUE POINT OF BEGINNING**; thence departing said general easterly line, North 15°24'57" East 156.00 feet to a point on the southeasterly line of PARCEL 7A as described in the Final Order of Condemnation recorded April 18, 1969 in Reel 2386 Image 156, Official Records of said County; thence along said southeasterly line, northeasterly, along the arc of a non-tangent curve to the right, concave to the southeast, the center of which bears South 40°17'23" East 1,965.50 feet, through a central angle of 2°25'58", an arc distance of 83.45 feet to the most easterly corner of said PARCEL 7A; thence departing said southeasterly line, South 42°54'08" West 61.69 feet; thence South 15°24'57" West 186.79 feet to a point on said general easterly line; thence along said general easterly line, North 33°15'34" West 26.63 feet to the **TRUE POINT OF BEGINNING**.

CONTAINING 3,812 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983 (CCS83) Zone 3, Epoch 2010.00. Multiply distances by 1.0000871 to obtain ground distances.

This real property description has been prepared by me, or under my direction, in conformance with the California Professional Land Surveyors' Act.



Brian M. Coleson, LS 8367

06/14/2020

Date



EXHIBIT 1-2 TO EASEMENT DEED

Description of Electric Utility Easements

(Assessor's Parcel No. 096-375-12-002;
Caltrans Parcel No. 63879-3)

[see attached]

Number

63879-3

Exhibit "1-2"**PARCEL 63879-3**

A parcel of land situate in the unincorporated area of the County of Alameda, State of California, being a portion of Parcel 65 as described in the Indenture to the City and County of San Francisco, a municipal corporation of the State of California, recorded March 3, 1930 in Book 2350 at Page 1, Official Records of said County, being more particularly described as follows:

An easement for electric line purposes in and to that portion of said Parcel 65 described as follows:

COMMENCING at a point on the general westerly line of PARCEL 2A as described in the Final Order of Condemnation recorded August 25, 1964 in Reel 1296 Image 1, Official Records of said County, said point of commencement being the northerly terminus of the course described as "N. 18°50'14" E., 638.13 feet" in said Final Order of Condemnation (North 18°50'14" East for purposes of this description); thence along said general westerly line, North 65°50'00" West 1.75 feet; thence departing said general westerly line, South 19°59'49" West 10.03 feet; thence North 65°50'00" West 8.09 feet to the **TRUE POINT OF BEGINNING**, said true point of beginning lying on the general westerly line of Parcel 4 as described in the Director's Deed to Pacific Gas and Electric Company, a California corporation, recorded December 17, 1965 in Book 1667 at Page 65, Official Records of said County; thence along last said general westerly line, South 18°50'14" West 398.55 feet; thence departing last said general westerly line, South 19°59'49" West 553.95 feet; thence southwesterly, along the arc of a curve to the right, concave to the northwest, having a radius of 7,152.58 feet, through a central angle of 4°16'33", an arc distance of 533.77 feet; thence South 24°16'22" West 774.04 feet; thence southwesterly, along the arc of a curve to the left, concave to the southeast, having a radius of 1,978.00 feet, through a central angle of 5°01'35", an arc distance of 173.53 feet; thence South 19°14'47" West 403.89 feet to a point on last said general westerly line; thence along last said general westerly line, South 23°18'17" West 141.30 feet; thence departing last said general westerly line, North 19°14'47" East 544.83 feet; thence northeasterly, along the arc of a curve to the right, concave to the southeast, having a radius of 1,988.00 feet, through a central angle of 5°01'35", an arc distance of 174.40 feet; thence North 24°16'22" East 774.04 feet; thence northeasterly, along the arc of a curve to the left, concave to the northwest, having a radius of 7,142.58 feet, through a central angle of 4°16'33", an arc distance of 533.02 feet; thence North 19°59'49" East 952.56 feet to a point on last said general westerly line; thence along last said general westerly line, South 65°50'00" East 1.94 feet to the **TRUE POINT OF BEGINNING**.

CONTAINING 24,475 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983 (CCS83) Zone 3, Epoch 2010.00. Multiply distances by 1.0000871 to obtain ground distances.

This real property description has been prepared by me, or under my direction, in conformance with the California Professional Land Surveyors' Act.



Brian M. Coleson, LS 8367

06/14/2020

Date

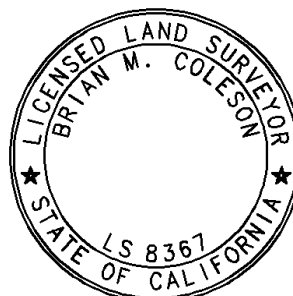


EXHIBIT 2 TO EASEMENT DEED

Depiction of Electric Utility Easement

Parcel 65 Relinquishments-Electric Utility Easement Parcels Map

(Assessor's Parcel No. 096-375-07-003;
Caltrans Parcel Nos. 63868-6 through 63868-8)

and

(Assessor's Parcel No. 096-375-12-002;
Caltrans Parcel No. 63879-3)

[see attached]

Lands of the
City and County of
San Francisco
Parcel 65

APN 96-375-6-11

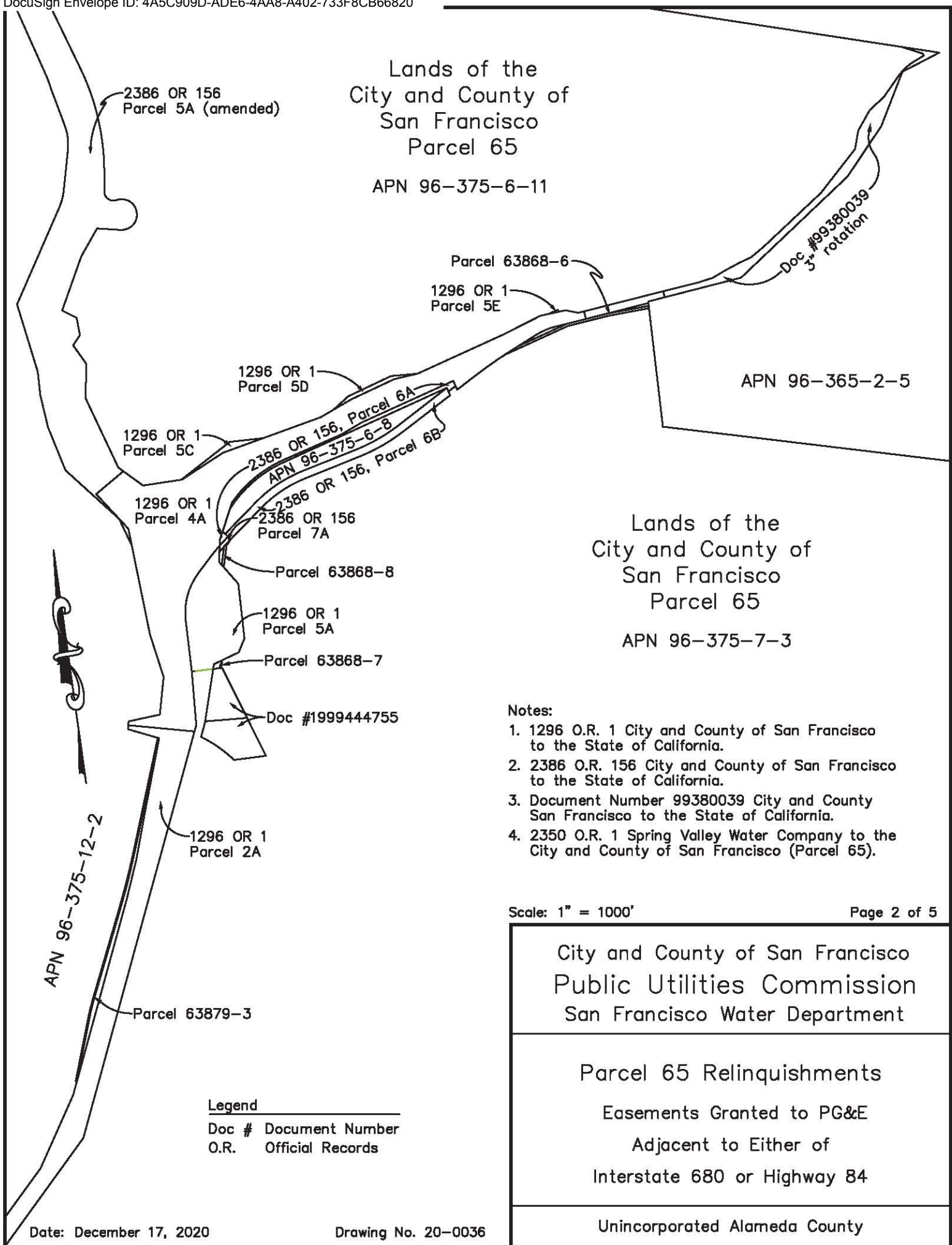


EXHIBIT 3 TO EASEMENT DEED

Description of City's Real Property

That real property described as and being a portion of Parcel 65 in the Indenture to the City and County of San Francisco, a municipal corporation of the State of California, dated and recorded March 3, 1930, in Book 2350, at Page 1, of the Official Records of Alameda County.

EXHIBIT 4 TO EASEMENT DEED

Approved Plans

[see attached]

EXHIBIT H

FORM OF QUITCLAIM DEED TO ALAMEDA COUNTY

[see attached]

RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:

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

and

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

MAIL TAX STATEMENTS TO:

Alameda County Public Works Agency
399 Elmhurst Street
Hayward, CA 94544
Attn: Beth Perrill
Right of Way Manager

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)

Portion of APN 096-0375-006-11

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

QUITCLAIM DEED

(Portion of Assessor's Parcel No. 096-0375-006-11)

FOR VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged, the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City"), pursuant to Resolution No. _____, adopted by the Board of Supervisors on _____, 2021, and approved by the Mayor on _____, 2021, hereby RELEASES, REMISES, AND QUITCLAIMS to the COUNTY OF ALAMEDA, a political subdivision of the State of California, any and all right, title, and interest City may have in and to the real property located in an unincorporated portion of the County of Alameda, State of California, described in the Description of the Property in the attached **Exhibit 1 and Exhibit 1-1**, and shown in the Depiction of the Property in the attached **Exhibit 2** (the "Property"), which exhibits are made a part of this quitclaim deed.

TOGETHER WITH any and all rights, privileges and easements incidental or appurtenant to the Property, including any and all minerals, oil, gas, and other hydrocarbon substances on and under the Property, as well as any and all development rights, air rights, water, water rights, riparian rights and water stock relating to the Property, and any and all easements, rights-of-way and other appurtenances used in connection with the beneficial use and enjoyment of the land and

all of Grantor's right, title, and interest in and to any and all roads and alleys adjoining or servicing the Property.

Executed as of this _____ day of _____, 2021.

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
ANDRICO PENICK
Director of Property

DESCRIPTION CHECKED/APPROVED:

By: _____
Tony Durkee
Chief Surveyor

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 San Francisco)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this quitclaim deed, dated _____, 2021, from the City and County of San Francisco to Alameda CTC is hereby accepted pursuant to _____, and Alameda CTC consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____
[NAME]
[TITLE]

EXHIBIT 1 TO QUITCLAIM DEED TO ALAMEDA COUNTY

Description of the Property

All that certain real property in Alameda County described and being a portion of PARCEL 65 in the Indenture to the City and County of San Francisco, a municipal corporation of the State of California dated and recorded March 3, 1930, in Book 2350, at Page 1, of Official Records of Alameda County, and more particularly described as:

Portion of Assessor's Parcel No. 096-0375-006-11 designated as Parcel 63869-12 as further described and in the attached **Exhibit 1-1**.

EXHIBIT 1-1 TO QUITCLAIM DEED TO ALAMEDA COUNTY

Description of the Property

(Assessor's Parcel No. 096-0375-006-11;
Caltrans Parcel Nos. 63869-12)

[see attached]

EXHIBIT "1-1"

ALAMEDA COUNTY PUBLIC WORKS DEPARTMENT

DOCUMENT TITLE

MAP: J-285

APN: 96-375-6-11 (Por)

DESC. No. 36479

DATE: July 13, 2020

PARCEL 63869-12

A parcel of land situate in the unincorporated area of the County of Alameda, State of California, being a portion of Parcel 65 as described in the Indenture to the City and County of San Francisco, a municipal corporation of the State of California, recorded March 3, 1930 in Book 2350 at Page 1, Official Records of said County, being more particularly described as follows:

BEGINNING at a point on the general northwesterly line of the parcel as described in the Grant Deed to the State of California recorded October 6, 1999 as Document No. 99380039, Official Records of said County, said point of beginning being the westerly terminus of the course described as "S. 64°13'04" E., 183.59 feet in said Grant Deed (South 64°13'07" East for purposes of this description), said **POINT OF BEGINNING** lying on the southwesterly line of that 33 foot wide strip of land described in the Indenture to Bernal recorded December 15, 1888 in Book 358 of Deeds at Page 433, Official Records of said County, said southwesterly line also being the line of division between the Sunol and Bernal portions of the Rancho El Valle De San Jose as described in the Decree of Partition recorded April 12, 1869 in Book 40 of Deeds at Page 315, Official Records of said County; thence along said general northwesterly line the following two (2) courses: (1) South 64°13'07" East 183.59 feet; and (2) South 28°45'01" East 1.05 feet; thence South 69°29'38" West 35.15 feet; thence North 65°10'49" West 183.44 feet; thence North 18°59'58" East 25.07 feet to a point on said southwesterly and said division lines; thence along said southwesterly and said division lines, South 73°19'20" East 26.54 feet to the **POINT OF BEGINNING**.

CONTAINING 5,371 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983 (CCS83) Zone 3, Epoch 2010.00. Multiply distances by 1.0000871 to obtain ground distances.

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



Brian M. Coleson
Professional Land Surveyor
LS 8367



EXHIBIT 2 TO QUITCLAIM DEED TO ALAMEDA COUNTY

Depiction of the Property

(Assessor's Parcel No. 096-0375-006-11;
Caltrans Parcel Nos. 63869-12)

[see attached]

COUNTY OF ALAMEDA

Coordinates, bearings and distances are based on the California Coordinate System of 1983, Zone 3, Epoch 2010.00. Distances are U.S. Survey Feet unless otherwise noted. Distances and stationing are grid distances. Multiply distances by 1.0000871 to obtain ground level distances.

RANCHO EL VALLE DE SAN JOSE
(BERNAL PORTION)

63873
GENERAL ELECTRIC COMPANY
DOC 2016-241053
APN 096-0350-001-II
APN 096-0350-001-09

"FR2" 252+08.26 EC

590.73'
N69°29'38"E
"FR2" LINE

L=68.95'
R=100.00'
Δ=39°30'20"

"FR2" 251+39.31 BC

SCALE 1"=30'

LITTLE VALLEY ROAD
S71°00'02"E 179.94'

"FR2" LINE
250
"FR2" 249+59.37 POB

BERNAL PORTION
SUNOL PORTION

S73°19'20"E 221.30'

(48624-1)
OCT. 6, 1999
DOC #99380039

S64°13'07"E 183.59'

S73°19'20"E
26.54'
N18°59'58"E
25.07'

POB

63869-12
FEE PARCEL
5,371 SQ. FT. +/-

S28°45'01"E
1.05'






N65°10'49"W 183.44'

RANCHO EL VALLE
DE SAN JOSE
(SUNOL PORTION)

63869
CITY AND COUNTY OF SAN FRANCISCO
2350 OR I
PARCEL 65
APN 096-0375-006-II

PLAT REFERENCE NO.
J-285

LEGEND

-  = ACCESS CONTROLLED
-  = DIMENSION POINT
-  = AREA TO BE CONVEYED
-  XXXXX = ALAMEDA COUNTY PARCEL NUMBER
-  XXXXX = INDICATES PRIOR CONVEYANCE
- POB = POINT OF BEGINNING
- ROAC = RECORDS OF ALAMEDA COUNTY



VALLECITOS ROAD

(48624-1)
OCT. 6, 1999
DOC #99380039

(48628-1)
FEB. 16, 1994
DOC #94063634

EXHIBIT "B"

PLAT TO ACCOMPANY DESCRIPTION

PARCEL 63869-12, A PARTIAL FEE TAKE OVER THE LANDS OF THE CITY AND COUNTY OF SAN FRANCISCO, BEING A PORTION OF PARCEL 65 AS DESCRIBED IN BOOK 2350 AT PAGE 1, ROAC

UNINCORPORATED AREA COUNTY OF ALAMEDA STATE OF CALIFORNIA

AECOM

2020 L STREET, SUITE 300
SACRAMENTO, CA 95811
(916) 414-5800

SHEET 1 OF 1 Rev0

DATE: JUL 13, 2020

SCALE: 1"=30'

JOB NO: 2018-18

EXHIBIT I

**FORM OF ACCESS EASEMENT DEED
TO ALAMEDA COUNTY TRANSPORTATION COMMISSION**

[see attached]

RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:

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

and

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

MAIL TAX STATEMENTS TO:

Alameda County Transportation Commission
1111 Broadway, Suite 800
Oakland, CA 94607
Attn: Deputy Executive Director of
Projects **[CONFIRM]**

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)

Portions of Assessor's Parcel No. 096-0375-012-02

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

EASEMENT DEED AND AGREEMENT
(Access Easement)

THIS EASEMENT DEED AND AGREEMENT (this "**Easement Deed**") is made by and between the CITY AND COUNTY OF SAN FRANCISCO, a California municipal corporation ("**City**"), acting by and through its Public Utilities Commission ("**SFPUC**"), and the ALAMEDA COUNTY TRANSPORTATION COMMISSION, a California joint powers authority ("**Alameda CTC**"). Alameda CTC and City sometimes are referred to collectively in this Agreement as the "**Parties**" or singularly as a "**Party**."

RECITALS

A. City, through the SFPUC, owns real property located along State Route 84 ("**SR-84**") and Interstate 680 ("**I-680**") in an unincorporated portion of Alameda County, State of California, commonly known as Parcel 65, and generally described in the attached **Exhibit 3** ("**City's Real Property**").

B. The State of California, a California public agency, acting by and through its Department of Transportation ("**Caltrans**"), in cooperation with the Alameda CTC, proposes to widen and conform SR-84 to expressway standards between south of Ruby Hill Drive and the I-680 interchange (the "**Project**") in or over certain portions of City's Real Property. The Project seeks to **(1)** alleviate existing and projected traffic congestion and improve traffic

circulation between SR-84 and I-680, and in the vicinity of the SR-84/I-680 interchange; (2) improve safety for motorists and cyclists on this segment of SR-84; (3) complete the statutory designation of this segment of SR-84 as an expressway facility; and (4) extend the existing southbound I-680 High Occupancy Vehicle/express lane northward by approximately two (2) miles in the City of Pleasanton, the Town of Sunol, and in unincorporated Alameda County.

C. As a component of the Project, Alameda CTC seeks to acquire an access easement (“**Access Easement**”) situated within that portion of City’s Real Property commonly known as Assessor’s Parcel No. 096-375-12-002 and designated as Caltrans Parcel No. 63879-4, and described in the Description of Access Easement in the attached **Exhibit 1** and **Exhibit 1-1** and shown on the Depiction of Access Easement (the “**Easement Area**”) attached as **Exhibit 2**. City is willing to convey such Access Easement in the Easement Area, and Alameda CTC is willing to accept the Access Easement, on the terms and conditions of this Easement Deed.

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, City hereby quitclaims and conveys to Alameda CTC the Access Easement in the Easement Area, with the right of ingress and egress from said Easement Area over and across a portion of City’s Real Property, on the terms and conditions set forth in this Easement Deed. The attached Exhibits are incorporated into this Easement Deed.

1. **Access Easement.** City hereby quitclaims and conveys to Alameda CTC a perpetual, non-exclusive Access Easement located within an approximately 30,941 square foot portion upon, over, across, and within City’s Real Property in Project Area C commonly known as Assessor’s Parcel No. 096-375-12-002 and designated as Caltrans Parcel No. 63879-4, as more particularly described in the attached **Exhibit 1** and **Exhibit 1-1**, and depicted on the attached **Exhibit 2**.

2. **Permitted Uses.** The Access Easement includes the right and privilege to maintain the Access Easement, inclusive of all necessary protective barriers and fixtures for use. Alameda CTC’s right of ingress and egress shall not extend to any portion of said lands that are isolated from the Access Easement by any public road or highway now crossing or thereafter crossing said lands. City reserves the right to use said Easement Area for purposes that will not interfere with Alameda CTC’s full enjoyment of the rights granted by this Easement Deed; provided that neither City nor its successors or assigns shall excavate, erect, place, or construct any permanent building or other structures, septic system, leach field, construct any fence, place underground utilities, drill, or operate any well, or construct any reservoir or other obstruction within said Easement Area, or diminish or install anything that will interfere with the rights in this Easement Deed granted to Alameda CTC within said Easement Area. Alameda CTC’s rights under this Easement Deed may be exercised by Alameda CTC, or its officers, directors, members, employees, agents, contractors, subcontractors, suppliers, consultants, employees, licensees, invitees, or representatives, or by any other authorized persons acting for or on Alameda CTC’s behalf (collectively, “**Agents**”).

3. **Subject to City’s Uses.** Alameda CTC is aware that the Easement Area constitutes a portion of the SFPUC’s regional water and power transmission systems. Notwithstanding anything to the contrary in this Easement Deed, any and all of Alameda CTC’s activities under this Easement Deed shall be subject and subordinate at all times to City’s existing and future use of the Easement Area for utility and all other municipal purposes, which may include construction of additional subsurface pipelines within the Easement Area. City

shall in no way be liable for any damage or destruction to the personal property of Alameda CTC or its Agents resulting from any construction, accident, break, repair, assessment, or maintenance of any pipeline or other SFPUC facilities located on or about the Easement Area. Alameda CTC acknowledges that City may use the open trench method for access to City's existing or future facilities or pipelines located on or about the Easement Area in the event of maintenance, repair, replacement, construction, or installation of any existing, future or additional pipelines, conduits, transmission lines, tunnels, or other SFPUC facilities. City also reserves the right to use the subsurface of City's Real Property for the installation, operation, maintenance, repair, or replacement of public utilities, including pipes, cable, manholes, or other infrastructure typically required for utility lines; provided, however, that such installation, operation, maintenance, repair, or replacement shall not unreasonably restrict Alameda CTC's rights to access the Easement Area. The rights granted in this Easement Deed are subject to any prior and existing rights of third parties, if any. Alameda CTC shall be solely liable for any interference with any prior and existing third-party rights. City reserves the right to grant, at its sole and absolute discretion, nonexclusive rights to other third parties within the Easement Area. City will require such other third parties to consult with Alameda CTC on design, location, and construction activities, but Alameda CTC shall have no rights of approval or disapproval.

4. Exercise of Due Care. Alameda CTC shall use, and shall cause its Agents to use, due care at all times to avoid any damage or harm to City's water pipelines, facilities, or other property and to native vegetation and natural attributes of the Easement Area and to minimize slope erosion. Alameda CTC shall not disturb the surface of the Easement Area or perform any excavation work without City's prior written approval, which City may withhold at its sole discretion. City may condition and/or oversee any permitted excavation work. At its own expense, Alameda CTC shall mark the location of City's water pipelines or other facilities within the Easement Area and shall not use any pick, plow, or other sharp tool to remove the two feet (2') of soil around the pipelines or other facilities, provided that Alameda CTC may use hand shovels or pneumatic shovels in compliance with all other terms and conditions of this Easement Deed. Alameda CTC shall immediately inform City of any actual or potential damage to the coating of the pipeline, and any such damage shall be promptly repaired by Alameda CTC, 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 Alameda CTC's sole cost, by notifying Alameda CTC of such fact. Upon completion of the repairs, City shall send to Alameda CTC a bill therefor, which Alameda CTC shall pay within thirty (30) days following receipt. Under no circumstances shall Alameda CTC damage, harm, or remove any rare, threatened, or endangered species present on or about the Easement Area.

5. Assignment. Alameda CTC shall not assign its rights under this Easement Deed, in whole or in part, without City's prior written consent. City shall not unreasonably withhold consent if Alameda CTC proposes to transfer the Access Easement to any other agency or entity.

6. Indemnity. Alameda CTC 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, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom ("**Claims**"), arising in any manner out of (a) injury to or death of any person or damage to or destruction of any property occurring in, on or about the Easement Area, when such injury, death, damage, or destruction is caused by the

person or property of Alameda CTC, its Agents, or invitees, guests, or business visitors (collectively, “**Invitees**”), or third persons, relating to Alameda CTC’s use or activity under this Easement Deed, **(b)** any failure by Alameda CTC to faithfully observe or perform any of the terms, covenants, or conditions of this Easement Deed, **(c)** the use of the Easement Area or any activities conducted thereon by Alameda CTC or its Agents or Invitees, or **(d)** any release or discharge, or threatened release or discharge, of any Hazardous Material caused or allowed by Alameda CTC or its Agents or Invitees, on, in, under or about the Easement Area, any improvements or into the environment; except solely to the extent arising out of or caused by the negligence or willful misconduct of City or its authorized representatives. Alameda CTC’s obligations under this Section shall survive the termination of the Easements, with respect to events occurring prior to such termination.

7. Insurance. Notwithstanding anything to the contrary above, Alameda CTC and City each acknowledges that the other self-insures and shall not be obligated to purchase any third-party commercial liability insurance or property insurance.

8. Restrictions on Use.

(a) Improvements. Except as otherwise expressly provided in this Easement Deed, Alameda CTC shall not construct or place any temporary or permanent structures or improvements in, on, under, or about the Easement Area, nor shall Alameda CTC make any alterations or additions to any of existing structures or improvements on the Easement Area or excavate any portion of the Easement Area, unless Alameda CTC first obtains City’s prior written consent, which City may give or withhold at its sole and absolute discretion.

(b) Dumping. Alameda CTC shall not cause, nor shall Alameda CTC allow any of its Agents or Invitees to cause the dumping or other disposal in, on, under, or about the Easement Area of landfill, refuse, Hazardous Material (defined below), or any other materials, including to materials that are unsightly or could pose a hazard to the human health or safety, native vegetation or wildlife, or the environment.

(c) Hazardous Material. Alameda CTC shall not cause, nor shall Alameda CTC allow any of its Agents or Invitees to cause, any Hazardous Material (defined below) to be brought upon, kept, used, stored, generated, released, or disposed of in, on, under, or about the Easement Area, or transported to, from or over the Easement Area, except that Alameda CTC is permitted to bring onto the Easement Area products and materials commonly used in or essential to the Project that may contain material considered hazardous, provided that any such products and materials shall be handled and used in compliance with all applicable state, federal, or local laws, statutes, ordinances, rules, regulations, policies, orders, edicts, and the like (collectively, “**Laws**”) and only in such quantities as are necessary for the permitted use of the Easements.

Alameda CTC shall immediately notify City when Alameda CTC learns of, or has reason to believe that, a release of Hazardous Material has occurred in, on, under or about the Easement Area. In the event that any Hazardous Material brought to the Easement Area by Alameda CTC or any of its Agents or Invitees is spilled or leaked or otherwise released on the Easement Area as a result of Alameda CTC's exercise of this Easement Deed, Alameda CTC shall promptly take all steps necessary to remove any contamination resulting from such activities. Alameda CTC accepts full responsibility for all activities and costs incurred related to

cleaning up the Easement Area from the effects of such spill or leak. With respect to Hazardous Material brought to the Easement Area by Alameda CTC or its Agents or Invitees, Alameda CTC shall be responsible for meeting, and possessing the means to satisfy, the requirements of all federal, state, and local controlling agencies, which may have jurisdiction over the region in which the Easement Area is located or over the substance being used by Alameda CTC on the Easement Area. In the event that Alameda CTC or its Agents or Invitees cause a release of Hazardous Material, at City's discretion, Alameda CTC shall either remediate, at Alameda CTC's sole cost, such contaminated property to the satisfaction of the regulatory agency having jurisdiction over same or reimburse City for its costs in performing such remediation. Alameda CTC shall further comply with all applicable Laws that require 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. In connection with any release of Hazardous Material on or about the Easement Area, Alameda CTC 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 Easement Deed, "**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 applicable Laws; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the Easement Area or are naturally occurring substances in the Easement Area; and any petroleum, including crude oil or any fraction thereof, natural gas, or natural gas liquids, provided, the foregoing shall not prohibit Alameda CTC from traversing to, from, and across the Easement 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 Easement Area.

(d) **Nuisances.** Alameda CTC shall not conduct or allow any of its Agents or Invitees to conduct any activities in, on, under, or about the Easement 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.

(e) **Avoiding Damage to the Easement Area.** At its sole cost, Alameda CTC shall at all times maintain the Easement Area in a good, clean, safe, secure, sanitary, and sightly condition, so far as the Easement Area may be affected by Alameda CTC's activities under this Easement Deed. Alameda CTC shall not do anything in, on, under, or about the Easement Area that could cause damage or interference to any pipelines or other property located in, on, under, or about the Easement Area. Immediately following completion of any

work permitted under this Easement Deed, at its sole expense, Alameda CTC shall remove all debris and any excess dirt and restore the Easement Area as near as reasonably possible to its condition immediately prior to Alameda CTC's work under this Easement Deed, to the reasonable satisfaction of City's authorized representative.

If any portion of the Easement Area or any City property located on or about the Easement Area is damaged or threatened by any of the activities conducted by Alameda CTC or its Agents or Invitees, at its sole cost, Alameda CTC shall immediately notify City of such damage or threat by **(a)** telephoning the SFPUC's Millbrae Dispatch facility by telephone at (650) 872-5900 of any emergency or incident requiring emergency response., and **(b)** providing written notice in accordance with **Section 16** [Notices] below. At its option, City may remedy such damage or threat at Alameda CTC's sole cost or City may elect to witness Alameda CTC's repair work. If City elects not to remedy such damage or threat, Alameda CTC shall repair any and all such damage and restore the Easement 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 Easement Area. Alameda CTC is solely responsible for the location of any such utilities and other existing facilities and their protection from damage. Alameda CTC shall be solely responsible to arrange and pay directly for any utilities or services necessary for its activities pursuant to this Easement Deed; provided that Alameda CTC shall obtain City's prior written approval to the provision of such services or utilities in, on, under, or through the Easement Area.

(f) Use of Adjoining Land. Alameda CTC acknowledges that the privilege given under this Easement Deed shall be limited strictly to the Easement Area. Alameda CTC shall not traverse over or otherwise use any adjoining lands of City.

(g) Ponding; Water Courses. Alameda CTC shall not cause any ponding on the Easement Area or any flooding on adjacent land. Alameda CTC 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 Easement Area, nor shall Alameda CTC engage in any activity that could pollute or degrade any surface or subsurface waters or result in the diminution or drainage of such waters.

(h) Heavy Equipment and Vehicles. To prevent damage to City's underground pipelines, Alameda CTC's use of vehicles and equipment within twenty feet (20') of each side of the centerline of any City pipeline (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 defined in **subsection (ii)** below. 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, Alameda CTC shall submit to City for review and approval, at City's sole discretion, engineering calculations prepared by a licensed Professional Engineer licensed in California showing that City's pipelines will not be adversely affected by Alameda CTC's proposed activities. If City's pipelines may be adversely affected, Alameda CTC 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 the pipeline 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 eight tons (16,000 lbs.). Alameda CTC shall be responsible for providing adequate evidence to City that Alameda CTC’s equipment and vehicles meet the foregoing requirements.

(iii) Alameda CTC shall not use vibrating compaction equipment without City’s prior written approval, which approval may be given or withheld at City’s sole discretion.

(iv) If the depth of the soil cover over the pipeline (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 the pipeline shall be performed manually. For any machinery or equipment excavation and grading over and/or within twenty feet (20’) of each side of the centerline of the pipeline (measured on the surface), Alameda CTC shall submit a written proposal together with all supporting calculations and data to City for review and approval. In any case, the two feet (2’) of soil around the pipeline shall be removed manually or by other methods approved by City with due care as provided in **Section 4** [Exercise of Due Care] above.

9. Cathodic and Other Protection. From time to time, City may adopt such reasonable rules and regulations with regard to Alameda CTC’s facilities and operations under this Easement Deed as City may determine are necessary or appropriate, at City’s sole discretion, to safeguard against corrosion of, or other damage to, City’s pipelines and related facilities. After receipt of a copy of such rules and regulations, Alameda CTC shall comply promptly with them.

10. Compliance with Laws. At its expense, Alameda CTC shall conduct and cause to be conducted all activities on the Easement Area allowed under this Easement Deed 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.

11. Maintenance. At its expense, Alameda CTC shall repair and maintain the Easement Area as to wear and tear caused by the proportionate use of the Easement Area by Alameda CTC and its Agents, but not wear and tear caused by use of the Easement Area by others.

12. Approval of Approved Plans. If, at its sole cost and expense, Alameda CTC desires to construct and/or install any improvements in the Easement Area, Alameda CTC shall submit plans and specifications with drawings (the “**Approved Plans**”) in advance for City’s approval. Subject to the terms and conditions of this Easement Deed, Alameda CTC shall maintain any such improvements in a good, safe condition and repair. Any Approved Plans may be revised or amended only with City’s prior written approval, at its sole discretion, after the SFPUC’s Bureau of Environmental Management has determined that no further environmental review is required by CEQA as a result of any such revision or amendment. City’s consent to or approval of any improvements, equipment, or fixtures shall not relieve Alameda CTC or its

Agents from any liability for negligence, errors, or omissions associated with the design and construction of the such improvements. In no event shall City's approval of the Approved Plans or any future revisions or amendments to the Approved Plans be deemed to constitute a representation or warranty by City concerning the suitability of the improvements, equipment, or fixtures for Alameda CTC's purposes or that the work called for in the Approved Plans complies with applicable Laws or industry standards nor shall such approval release Alameda CTC from its obligation to supply plans and specifications that conform to any applicable Laws, including applicable building codes and industry standards.

13. Permits and Approvals. Before beginning any work in the Easement Area, Alameda CTC 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, Alameda CTC shall deliver copies of them to the SFPUC. Alameda CTC recognizes and agrees that no City or SFPUC approval for purposes of Alameda CTC's work under this Easement Deed shall be deemed to constitute the approval of any federal, state, or local regulatory authority with jurisdiction, and nothing in this Easement Deed shall limited Alameda CTC's obligation to obtain all such regulatory Approvals required by Laws, at Alameda CTC's sole cost.

14. Cooperation with the SFPUC. Alameda CTC and its Agents shall work closely with City or SFPUC personnel to minimize any potential disruption (even if temporary) of the City's facilities in, under, on, or about the Easement Area and City's use thereof.

15. Restoration of Easement Area. Immediately following completion of any work permitted under this Easement Deed, Alameda CTC shall remove all debris and any excess dirt, repair any damaged caused to City's facilities and adjacent property, and place the Easement Area in the condition reflected in the Approved Plans. Any area that is not slated for modification in the Approved Plans, but altered by the work, shall be returned to pre-work condition, to City's reasonable satisfaction.

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

City 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: Caltrans SR-84/I-680 Highway Widening

with a copy to:

Office of the City Attorney of San Francisco
Real Estate/Finance Team
1 Dr. Carlton B Goodlett Place
San Francisco, California 94012
Attn: Richard Handel, Deputy City Attorney

Alameda CTC:

Alameda County Transportation Commission
 1111 Broadway, Suite 800
 Oakland, CA 94607
 Attn: Gary Huisingh, P.E., Deputy Executive Director of
 Projects

with a copy to:

 Attn: _____

[CONFIRM]

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.

17. Successors and Assigns. The provisions of this Easement Deed shall run with the land, burden the Easement Area, and inure to the benefit of and bind the respective successors and assigns of City and Alameda CTC.

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

19. General Provisions. (a) This Easement Deed may be amended or modified only by a writing signed by City and Alameda CTC. (b) No waiver by any party of any of the provisions of this Easement Deed 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. (c) All approvals and determinations of City requested, required, or permitted hereunder may be made by the General Manager of the SFPUC. (d) This instrument (including the attached exhibits) contains the entire agreement between the parties and all prior written or oral negotiations, discussions, understandings, and agreements are merged into this Easement Deed. (i) The section and other headings of this Easement Deed are for convenience of reference only and shall be disregarded in the interpretation of this Easement Deed. (f) Time is of the essence. (g) This Easement Deed shall be governed by California law and City's Charter and Administrative Code. (h) If either party commences an action against the other or a dispute arises under this Easement Deed, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs. For purposes of this Easement Deed, City's reasonable attorneys' fees shall be based on the fees regularly charged by private attorneys in City with comparable experience. (i) The obligations of Alameda CTC under this Easement Deed shall be joint and several. (j) This Easement Deed has been drafted through a cooperative effort of City and Alameda CTC, and both parties have had an opportunity to have this Easement Deed reviewed and revised by legal counsel. No party shall be considered the drafter of this Easement Deed, 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 Easement Deed. (k) Use of the word "including" or similar words shall not be construed to limit any general term, statement, or other matter in this Easement Deed, whether or not language of non-limitation,

such as “without limitation,” “but not limited to,” or similar words, are used. (I) Notwithstanding anything to the contrary contained in this Easement Deed, City acknowledges and agrees that no officer or employee of City has authority to commit City to this Easement Deed unless and until a resolution approving this Easement Deed of City’s Public Utilities Commission and City’s Board of Supervisors and Mayor, shall have been duly adopted and approved. Therefore, any obligations or liabilities of City under this Easement Deed are contingent upon enactment of such a resolution and ordinance, and this Easement Deed shall be null and void if City’s SFPUC, Board of Supervisors and Mayor do not approve this Easement Deed, at their respective sole discretion.

[SIGNATURES ON FOLLOWING PAGE]

Executed as of this _____ day of _____, 2021.

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
ANDRICO PENICK
Director of Property

DESCRIPTION CHECKED/APPROVED:

By: _____
Tony Durkee
Chief Surveyor

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)
) ss
County of _____)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this Easement Deed and Agreement, dated _____, 2021, from City to Alameda CTC is hereby accepted pursuant to _____, and Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____
[NAME]
[TITLE]

EXHIBIT 1 TO EASEMENT DEED

Description of Access Easement

All that certain real property in Alameda County described and being a portion of Parcel 65 in the Indenture to the City and County of San Francisco, a municipal corporation of the State of California, dated and recorded March 3, 1930, in Book 2350, at Page 1, of the Official Records of Alameda County, more particularly described as a portion of Assessor's Parcel Number 096-0375-012-02, and designated and described as Caltrans Parcel 63879-4 on the attached **Exhibit 1-1**.

EXHIBIT 1-1 TO EASEMENT DEED

Metes and Bounds Description of Access Easement

Number

63879-4

Exhibit "1-1"**PARCEL 63879-4**

A parcel of land situate in the unincorporated area of the County of Alameda, State of California, being a portion of Parcel 65 as described in the Indenture to the City and County of San Francisco, a municipal corporation of the State of California, recorded March 3, 1930 in Book 2350 at Page 1, Official Records of said County, being more particularly described as follows:

An easement for access purposes in and to that portion of said Parcel 65 described as follows:

COMMENCING at a point on the general westerly line of PARCEL 2A as described in the Final Order of Condemnation recorded August 25, 1964 in Reel 1296 Image 1, Official Records of said County, said point of commencement being the northerly terminus of the course described as "N. 18°50'14" E., 638.13 feet" in said Final Order of Condemnation (North 18°50'14" East for purposes of this description); thence along said general westerly line, North 65°50'00" West 1.75 feet; thence departing said general westerly line, South 19°59'49" West 10.03 feet to the **TRUE POINT OF BEGINNING**; thence continuing South 19°59'49" West 951.83 feet; thence southwesterly, along the arc of a curve to the right, concave to the northwest, having a radius of 7,152.58 feet, through a central angle of 4°16'33", an arc distance of 533.77 feet; thence South 24°16'22" West 774.04 feet; thence southwesterly, along the arc of a curve to the left, concave to the southeast, having a radius of 1,978.00 feet, through a central angle of 5°01'35", an arc distance of 173.53 feet; thence South 19°14'47" West 545.19 feet to a point on said general westerly line; thence along said general westerly line, South 23°18'17" West 116.01 feet; thence departing said general westerly line, North 62°21'48" West 10.03 feet; thence North 23°18'17" East 114.90 feet; thence North 19°14'47" East 544.83 feet; thence northeasterly, along the arc of a curve to the right, concave to the southeast, having a radius of 1,988.00 feet, through a central angle of 5°01'35", an arc distance of 174.40 feet; thence North 24°16'22" East 774.04 feet; thence northeasterly, along the arc of a curve to the left, concave to the northwest, having a radius of 7,142.58 feet, through a central angle of 4°16'33", an arc distance of 533.02 feet; thence North 19°59'49" East 952.56 feet; thence South 65°50'00" East 10.03 feet to the **TRUE POINT OF BEGINNING**.

CONTAINING 30,941 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983 (CCS83) Zone 3, Epoch 2010.00. Multiply distances by 1.0000871 to obtain ground distances.

This real property description has been prepared by me, or under my direction, in conformance with the California Professional Land Surveyors' Act.



Brian M. Coleson, LS 8367

09/25/2020

Date

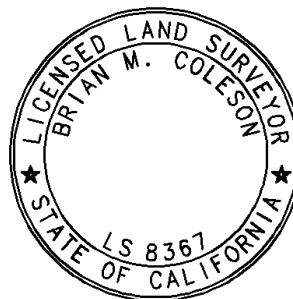
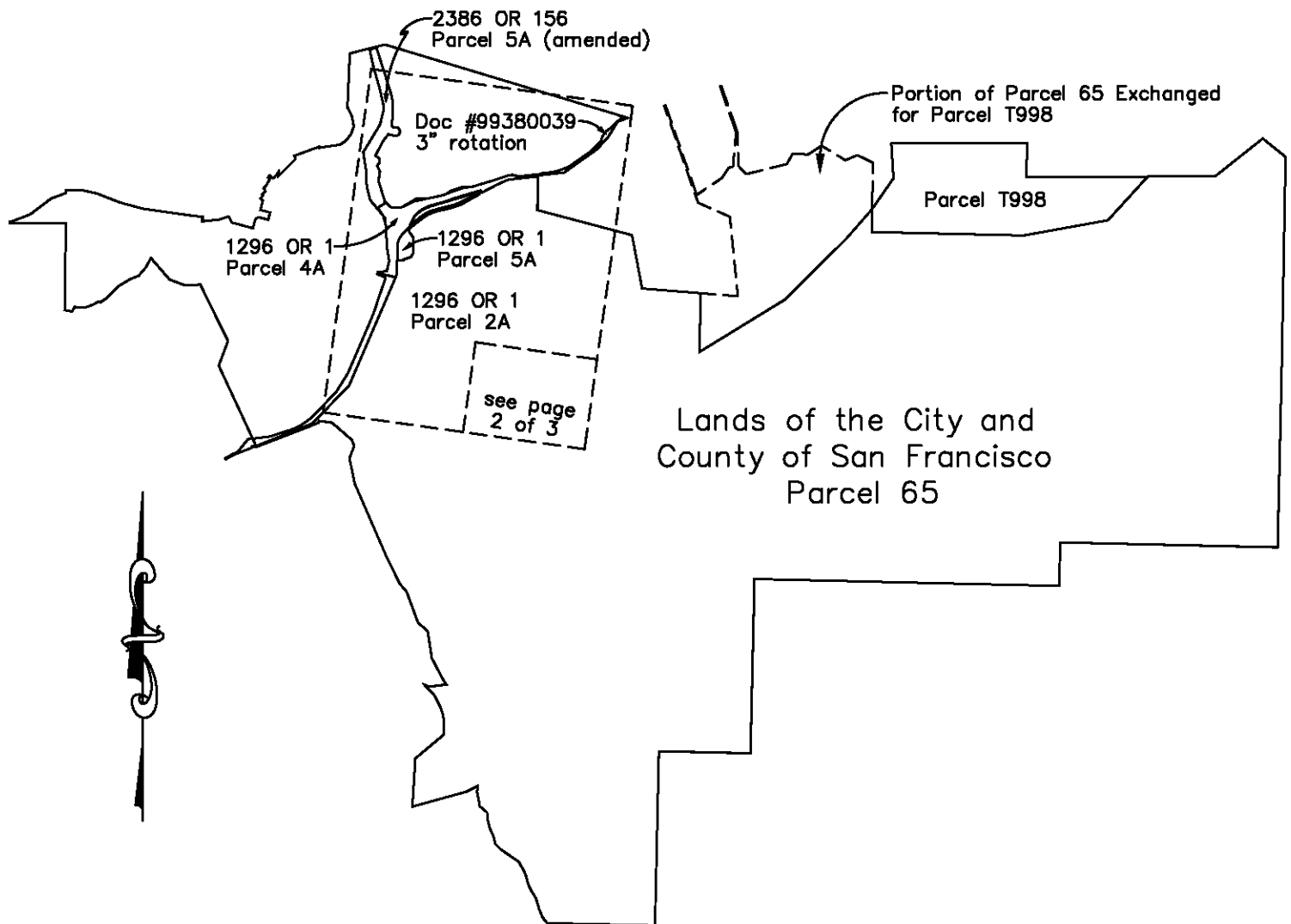


EXHIBIT 2 TO EASEMENT DEED

Depiction of Access Easement

(Assessor's Parcel No. 096-0375-012-02;
Caltrans Parcel No. 63879-4)

[see attached]



Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

Legend

Doc # Document Number
O.R. Official Records

Scale: 1" = 5000'

Page 1 of 3

City and County of San Francisco
Public Utilities Commission
San Francisco Water Department

Parcel 65 Relinquishments

Granted to Alameda County
For an Easement Adjacent
To Interstate 680

Unincorporated Alameda County

Lands of the
City and County of
San Francisco
Parcel 65

APN 96-375-6-11

2386 OR 156
Parcel 5A (amended)

1296 OR 1
Parcel 5E

Doc #99380039
5' rotation

APN 96-365-2-5

1296 OR 1
Parcel 5D

1296 OR 1
Parcel 5C

2386 OR 156, Parcel 6A

APN 96-375-6-8

2386 OR 156, Parcel 6B

1296 OR 1
Parcel 4A

2386 OR 156
Parcel 7A

1296 OR 1
Parcel 5A

Doc #1999444755

1296 OR 1
Parcel 2A

Lands of the
City and County of
San Francisco
Parcel 65

APN 96-375-7-3

Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

Scale: 1" = 1000'

Page 2 of 3

City and County of San Francisco
Public Utilities Commission
San Francisco Water Department

Parcel 65 Relinquishments

Granted to Alameda County
For an Easement Adjacent
To Interstate 680

Unincorporated Alameda County

Legend

Doc # Document Number
O.R. Official Records

APN 96-375-12-2

Parcel 63879-4

Continues on Page 2 of 3

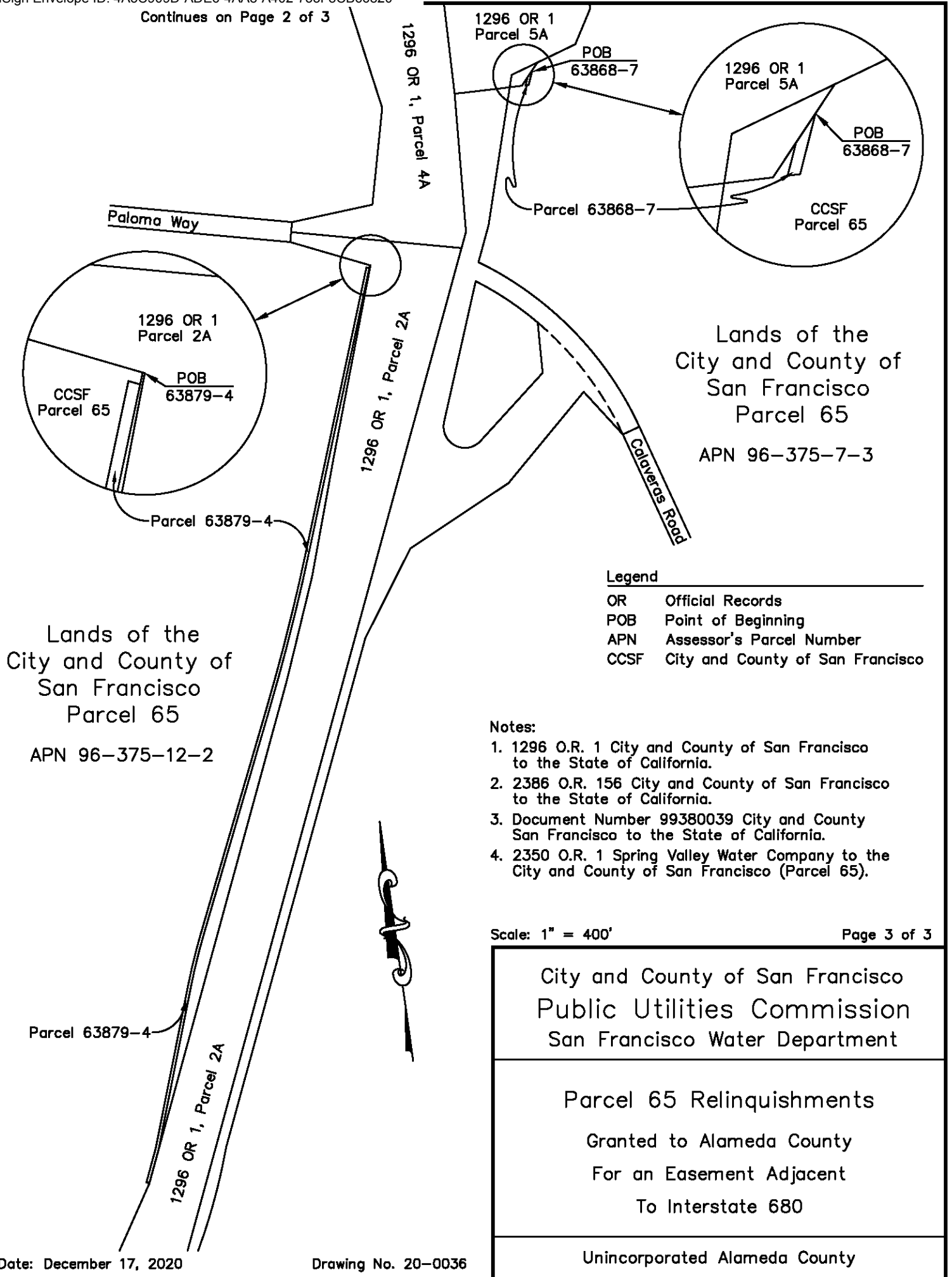


EXHIBIT 3 TO EASEMENT DEED

Description of City's Real Property

That real property described as and being a portion of Parcel 65 in the Indenture to the City and County of San Francisco, a municipal corporation of the State of California, dated and recorded March 3, 1930, in Book 2350, at Page 1, of the Official Records of Alameda County.

Certificate Of Completion

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Status: Completed

Subject: Please DocuSign: PSA SR 84 / I-680 Widening Project in Sunol

Source Envelope:

Document Pages: 206

Signatures: 5

Certificate Pages: 5

Initials: 4

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:

Anthony Bardo

525 Golden Gate Ave

San Francisco, CA 94102

ABardo@sfgov.org

IP Address: 67.218.104.126

Record Tracking

Status: Original

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Holder: Anthony Bardo

ABardo@sfgov.org

Location: DocuSign

Signer Events

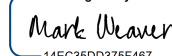
Mark Weaver

mark.weaver@dot.ca.gov

Deputy District Director, Right of Way

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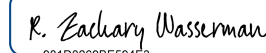
R. Zachary Wasserman

zwasserman@wendel.com

RZW

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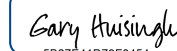
Gary Huisigh

ghuisigh@alamedactc.org

Deputy Executive Director of Projects

Security Level: Email, Account Authentication
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Patricia Reavey

preavey@alamedactc.org

Deputy Executive Director of Finance and
AdministrationSecurity Level: Email, Account Authentication
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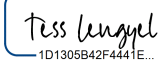
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Certified Delivered	Security Checked	6/18/2021 8:46:25 AM
Signing Complete	Security Checked	6/18/2021 8:49:06 AM
Completed	Security Checked	6/18/2021 8:49:06 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: natalie.prendergast@sfgov.org

To advise CCSF - 5 of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at natalie.prendergast@sfgov.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to natalie.prendergast@sfgov.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to natalie.prendergast@sfgov.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CCSF - 5 as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CCSF - 5 during the course of your relationship with CCSF - 5.

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 21-0110

WHEREAS, The City and County of San Francisco (City) owns certain unimproved real property presently under the jurisdiction of the San Francisco Public Utilities Commission (SFPUC) located along State Route 84 (SR-84) and Interstate 680 (I-680) in the unincorporated Town of Sunol, in Alameda County, California, known as SFPUC Parcel No. 65; and

WHEREAS, The California Department of Transportation (Caltrans), in cooperation with the Alameda County Transportation Commission (Alameda CTC, and together with Caltrans, the Buyers), proposes to widen and conform SR-84 to expressway standards, improve the SR-84/I-680 interchange ramps, and extend the existing southbound I-680 HOV/express lane (Project); and

WHEREAS, As a component of the Project, Caltrans desires to acquire from City approximately 257,182 square feet of unimproved agricultural land, approximately 118,057 square feet of easement area, and 1609.09 linear feet of abutter's rights area along the Project area in SFPUC Parcel No. 65; and

WHEREAS, As another Project component, Caltrans desires to purchase approximately 56,175 square feet of electrical utility easements to convey to Pacific Gas & Electric Company (PG&E) at close of escrow to accommodate the relocation of PG&E electrical utilities dislocated by the Project; and

WHEREAS, As another Project component, the Alameda CTC seeks to purchase from City an approximately 5,371 square-foot portion of Assessor's Parcel No. 096-0375-006-11 in fee to be conveyed to Alameda County, and a 30,941 square foot non-exclusive access easement located within Assessor's Parcel No. 096-0375-012-02; and

WHEREAS, The fee interests, easement areas, and abutter's rights that City proposes to sell to Buyers are collectively referred to as the "Property"; and

WHEREAS, Caltrans has authority to exercise the power of eminent domain and compel City to sell portions of the Property; and

WHEREAS, Buyers and City recognize the expense, time, effort, and risk to both parties in determining the compensation for acquiring the Property by eminent domain litigation, and to avoid such litigation, Buyers and City desire to enter into the Agreement for Sale of Real Estate (Sale Agreement); and

WHEREAS, The SFPUC has no utility use for the unimproved Property, which was deemed underutilized per an SFPUC statement of underutilization for the Real Property dated May 18, 2021 signed by the Assistant General Managers of the Water, Wastewater, and Power Enterprises; and

WHEREAS, The Property is "surplus land", as defined in California Government Code Section 55421(b) because it is owned in fee simple by City and not necessary for City's use; and

WHEREAS, The Property is “exempt surplus land”, as defined in California Government Code Section 55421(f)(1)(D) because it is surplus land that the City is transferring to another local agency and state agency for the agencies’ use; and

WHEREAS, Per Section 23.3 of the Administrative Code, the City may convey the Property to the Buyers without a competitive bidding process if the Board of Supervisors determines that a competitive process “is impractical, impossible, or is otherwise not in the public interest”; and

WHEREAS, In this case, a competitive bidding process is impractical and is otherwise not in the public interest because the sale of the Property to the Buyers will avoid the expense, time, effort, and risk of eminent domain litigation and will support the construction of public highway improvements, and because the Property’s location and dimension makes use by any other entity impractical; and

WHEREAS, City, through the SFPUC, intends to sell the Property to Buyers on an “as-is with all faults” basis; and

WHEREAS, Buyers’ offer of fair and just compensation in the sum of One Hundred Fifty-Two Thousand Nine Hundred Fifty Two Dollars and 00/100 (\$152,952) for their purchase of the fee, easement and abutter’s rights interests in portions of the Property, including electrical utility easements that will be conveyed to PG&E, was made in accordance with California Government Code 7267.2, and the Buyers’ appraisals of value conformed to Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice; and

WHEREAS, Acting as the Lead Agency under California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA), Caltrans (in cooperation with the Alameda CTC) prepared the SR 84 Expressway Widening and SR 84/I-680 Interchange Improvements Project Environmental Impact Report/Environmental Assessment (EIR/EA) with Finding of No Significant Impact FONSI), pursuant to the provisions of CEQA and NEPA; and Caltrans certified the EIR on May 30, 2018 (State Clearinghouse Number 2016052033) and a Notice of Determination has been published for compliance with CEQA, and Caltrans has issued a FONSI for compliance with NEPA; and

WHEREAS, Following certification, design changes were incorporated into the Project, which required a subsequent review and revalidation of the approved EIR/EA and FONSI; and additional environmental review was conducted, necessary documentation provided, and the revalidation process completed, and Caltrans provided concurrence with the previous NEPA/CEQA conclusion and determined in its NEPA/CEQA Revalidation Form dated July 13, 2020, that the 2018 Final EIR/EA and FONSI remains valid; and

WHEREAS, The SFPUC is a Responsible Agency for the Project under CEQA because a portion of the Project requires SFPUC consent for Caltrans/ACTC use and purchase of SFPUC ROW; and

WHEREAS, The SFPUC has reviewed the Final EIR/EA and FONSI and NEPA/CEQA Revalidation Form and determined that SFPUC’s issuance of a Sale Agreement for SFPUC Parcel No. 65 is within the scope of the Project’s CEQA approval and that these documents are adequate for SFPUC’s use in issuing the sale agreement for the Project; and the EIR/EA and FONSI, the NEPA/CEQA Revalidation Form, CEQA findings, and other Project materials that

are part of the record of this approval are available for public review at the SFPUC offices, Real Estate Services Division, 525 Golden Gate Avenue, 10th Floor, San Francisco, CA.; and

WHEREAS, Since Caltrans approved the Project and completed the Revalidation of the EIR/EA and FONSI, there have been no substantial changes in the Project or changes in Project circumstances that would result in new significant environmental effects or an increase in the severity of previously identified significant impacts, and there is no new information of substantial importance that would change the conclusions set forth in the EIR/EA and FONSI; and

WHEREAS, Caltrans and ACTC have adopted the mitigation measures included in the EIR/EA and FONSI and set forth in the mitigation program and have assumed responsibility for their implementation; and the SFPUC has no direct authority or responsibility with respect to the Project other than to enable the Project Sponsors through issuance of the Sale Agreement to carry out the proposed action; now, therefore, be it

RESOLVED, The SFPUC adopts the findings contained in the recitals set forth above as if set forth fully herein, and also adopts the findings required by Section 15091 of the CEQA Guidelines that the Caltrans has previously adopted in conjunction with Caltrans approval of the project; and, be it

FURTHER RESOLVED, That this Commission hereby declares the Property surplus to the SFPUC's utility needs in accordance with Section 8B.121(e) of the City Charter; and, be it

FURTHER RESOLVED, That this Commission finds, in consideration of the foregoing, that the Property is "surplus land", as defined in California Government Code Section 55421(b) because it is owned in fee simple by City and not necessary for City's use; and, be it

FURTHER RESOLVED, That this Commission finds, in consideration of the foregoing, that the Property is "exempt surplus land" as defined in Government Code Section 54221(f)(1)(D) because it is surplus land that the City is transferring to another local agency and state agency for the agencies' use; and, be it

FURTHER RESOLVED, That this Commission asks the Board of Supervisors to determine, in accordance with Section 23.3 of the Administrative Code, that a competitive bidding process for the conveyance of the Property is impractical and is otherwise not in the public interest because the sale of the Property to the Buyers will avoid the expense, time, effort, and risk of eminent domain litigation and will support the construction of public highway improvements and because the Property's location and dimension makes use by any other entity impractical; and, be it

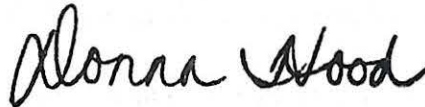
FURTHER RESOLVED, That this Commission hereby approves the terms and conditions of the Sale Agreement; and, be it

FURTHER RESOLVED, That this Commission hereby authorizes the SFPUC General Manager to execute the Sale Agreement, upon approval from the Board of Supervisors and Mayor; and, be it

FURTHER RESOLVED, That this Commission hereby ratifies, approves, and authorizes all actions heretofore taken by any City official in connection with this Sale Agreement; 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 Sale Agreement, including without limitation, the exhibits, that the General Manager and/or City's Director of Property determines, in consultation with the City Attorney, are in the best interest of the City; do not materially increase the obligations or liabilities of the City; are necessary or advisable to effectuate the purposes and intent of the Sale Agreement 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 July 13, 2021.

A handwritten signature in black ink, appearing to read "Monna Wood". The signature is fluid and cursive, with the first name "Monna" and the last name "Wood" clearly distinguishable.

Secretary, Public Utilities Commission



San Francisco
Water Power Sewer
 Operator of the Hetch Hetchy Regional Water System

525 Golden Gate Avenue, 10th Floor
 San Francisco, CA 94102

May 17, 2021

Memorandum

To: Steve Ritchie, Assistant General Manager, Water
 Barbara Hale, Assistant General Manager, Power
 Greg Norby, Assistant General Manager, Wastewater

cc: Michael Carlin, Acting General Manager
 Tim Ramirez, Director, Natural Resources and Lands Management
 Tony Bardo, Assistant Real Estate Director

From: Rosanna Russell, Real Estate Director

Re: **Request for declaration that portions of SFPUC Parcel No. 65 are not essential to the SFPUC's utility operations**

We seek a declaration that approximately 262,553 square feet of unimproved agricultural land, approximately 118,057 square feet of easement areas and approximately 1609.09 linear feet of abutter's rights area¹ along State Route 84 ("SR 84") and Interstate Highway I-680 ("I-680") in unincorporated Alameda County, California (together the "City Property") owned by the City and County of San Francisco ("City") and under the jurisdiction of the SFPUC are not essential to the SFPUC's utility needs. The City Property is commonly known as portions of SFPUC Parcel No. 65, and designated as portions of Assessor Parcel Nos. 96-375-12-2, 96-375-6-11, 96-375-7-3, and 96-375-6-8.

Background:

The California Department of Transportation ("Caltrans"), in cooperation with the Alameda County Transportation Commission ("Alameda CTC"), proposes to widen and conform SR-84 to expressway standards in an area south of Ruby Hill Drive and the I-680 interchange in Alameda County ("Project"). The Project will also improve the SR 84/I-680 interchange ramps and extend the existing southbound I-680 High Occupancy Vehicle/express lane northward by approximately two miles in the City of Pleasanton, the unincorporated Town of Sunol, and in other portions of Alameda County.

¹ The abutter's rights in this instance are City's unrestricted rights to cross from City land onto highway land. Caltrans desires to acquire these abutter's rights so that City's employees, agents and contractors must enter SR-84 at authorized access points intended to improve traffic flow and safety by restricting direct vehicular access to SR-84 and instead directing such vehicular traffic to controlled intersections.

London N. Breed
 Mayor

Sophie Maxwell
 President

Anson Moran
 Vice President

Tim Paulson
 Commissioner

Ed Harrington
 Commissioner

Newsha Ajami
 Commissioner

Michael Carlin
 Acting
 General Manager

Services of the San Francisco Public Utilities Commission

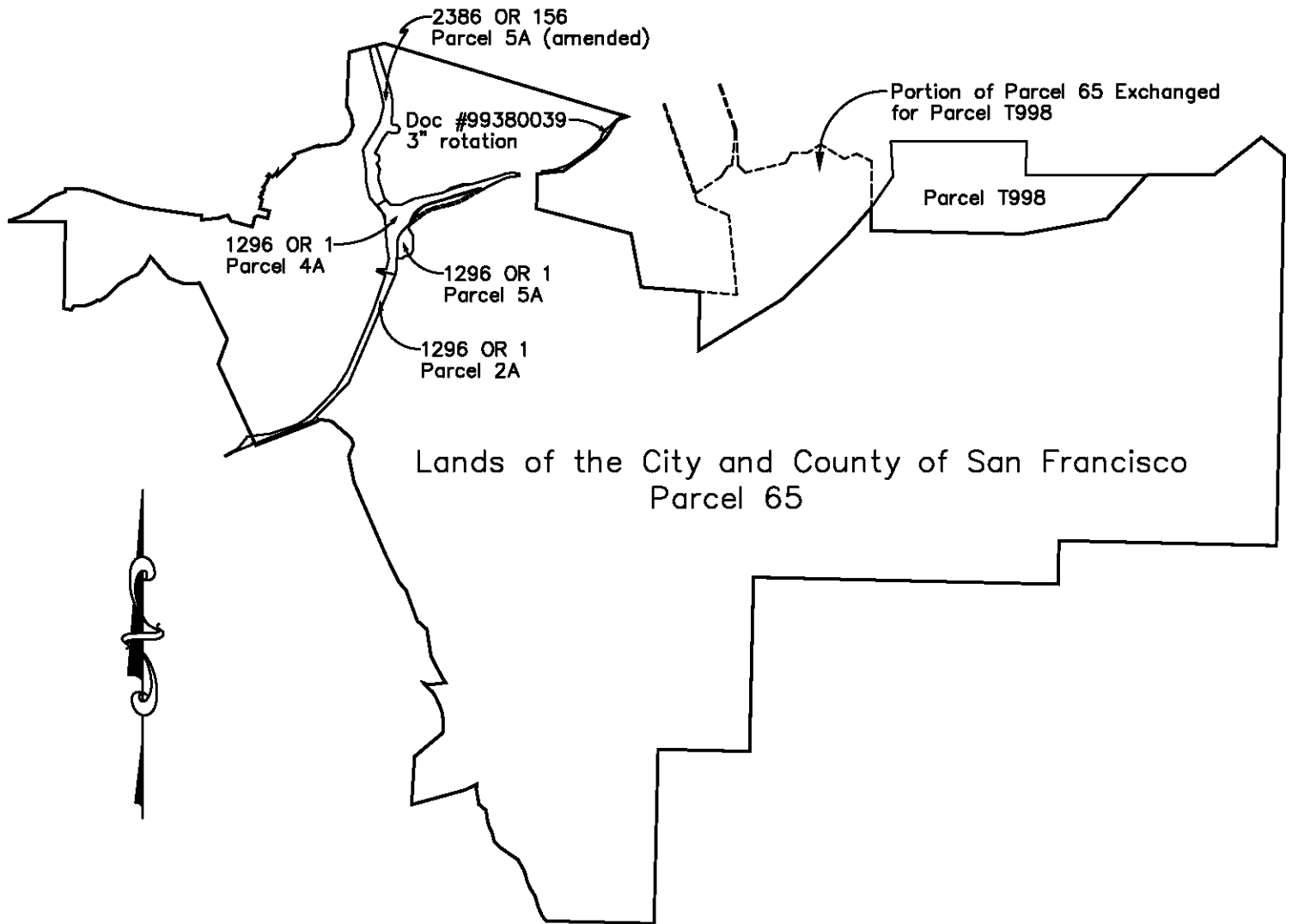
OUR MISSION: To provide our customers with high-quality, efficient and reliable water, power and sewer services in a manner that values environmental and community interests and sustains the resources entrusted to our care.



The Project will relocate two existing 12-inch SFPUC water lines located on the City Property that cross I-680 just south of Calaveras Road. The existing water lines will be abandoned in place and relocated to a new location on the City Property (the "Work"). The SFPUC and Alameda CTC entered into a cost sharing agreement for the Work.

As a component of the Project, **Caltrans desires to acquire the City Property and has authority to exercise the power of eminent domain and compel City to sell the City Property.** Caltrans and City recognize the expense, time, effort, and risk to both parties in determining the compensation for acquiring the City Property by eminent domain litigation. To avoid such litigation, Caltrans and City desire to enter into a purchase and sale agreement.

Attached is a declaration statement. Please sign the statement if you agree that the City Property is not essential to the SFPUC's utility needs. If you sign the attached declaration, we will negotiate the sale of the City Property to Caltrans.



Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

Legend

Doc # Document Number
O.R. Official Records

Scale: 1" = 5000'

Page 1 of 1

City and County of San Francisco
Public Utilities Commission
San Francisco Water Department

Parcel 65 Relinquishments

Both Fee and Easement
Adjacent to Either of
Interstate 680 or Highway 84

Unincorporated Alameda County

Lands of the
City and County of
San Francisco
Parcel 65

2386 OR 156
Parcel 5A (amended)

Parcel 63869-4

Parcel 63869-3

Parcel 63869-2

Parcel 63869-1

1296 OR 1
Parcel 5E

Doc #99380039
3" rotation

Parcel 63868-2

Parcel 63868-1

1296 OR 1
Parcel 5D

Parcel 63881-2

2386 OR 156
Parcel 6A

1296 OR 1
Parcel 4A

Parcel 63881-1

2386 OR 156
Parcel 7A

1296 OR 1
Parcel 5A

Parcel 63868-3

Doc #1999444755

1296 OR 1
Parcel 2A

Parcel 63879-1

Lands of the
City and County of San Francisco
Parcel 65

Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

Scale: 1" = 1000'

Page 1 of 1

City and County of San Francisco
Public Utilities Commission
San Francisco Water Department

Parcel 65 Relinquishments

CalTrans Fee Parcels
Adjacent to Either of
Interstate 680 or Highway 84

Unincorporated Alameda County

Legend

Doc # Document Number
O.R. Official Records

Date: October 16, 2020

Drawing No. 20-0036

Lands of the
City and County of
San Francisco
Parcel 65

2386 OR 156
Parcel 5A (amended)

Parcel 63869-7

Parcel 63869-6

Parcel 63868-5

1296 OR 1
Parcel 5E

Doc #99380039
3" rotation

1296 OR 1
Parcel 5D

Parcel 63869-8

1296 OR 1
Parcel 4A

2386 OR 156
Parcel 6A

2386 OR 156
Parcel 7A

1296 OR 1
Parcel 5A

Doc #1999444755

1296 OR 1
Parcel 2A

Lands of the
City and County of San Francisco
Parcel 65

Notes:

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2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

Scale: 1" = 1000'

Page 1 of 1

Legend

Doc # Document Number
O.R. Official Records

City and County of San Francisco
Public Utilities Commission
San Francisco Water Department

Parcel 65 Relinquishments

CalTrans Easement Parcels
Adjacent to Either of
Interstate 680 or Highway 84

Unincorporated Alameda County

Lands of the
City and County of
San Francisco
Parcel 65

Parcel 63869-11
Parcel 63869-10

Parcel 63869-9
Parcel 63868-4
1296 OR 1
Parcel 5E
Parcel 63868-5

Doc #99380039
3" rotation

1296 OR 1
Parcel 5D

2386 OR 156
Parcel 6A

1296 OR 1
Parcel 4A

2386 OR 156
Parcel 7A

1296 OR 1
Parcel 5A

Doc #1999444755

1296 OR 1
Parcel 2A

Parcel 63879-2

Lands of the
City and County of San Francisco
Parcel 65

Notes:

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2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

Scale: 1" = 1000'

Page 1 of 1

City and County of San Francisco
Public Utilities Commission
San Francisco Water Department

Parcel 65 Relinquishments
CalTrans Retaining Wall Easement Parcels
Adjacent to Either of
Interstate 680 or Highway 84

Unincorporated Alameda County

Legend

Doc # Document Number
O.R. Official Records

Date: October 16, 2020

Drawing No. 20-0036

Lands of the
City and County of
San Francisco
Parcel 65

Parcel 63869-12

2386 OR 156
Parcel 5A (amended)

1296 OR 1
Parcel 5E

Doc #99380039
3" rotation

1296 OR 1
Parcel 5D

2386 OR 156
Parcel 6A

1296 OR 1
Parcel 4A

2386 OR 156
Parcel 7A

1296 OR 1
Parcel 5A

Doc #1999444755

1296 OR 1
Parcel 2A

Lands of the
City and County of San Francisco
Parcel 65

Notes:

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Scale: 1" = 1000'

Page 1 of 1

Legend

Doc # Document Number
O.R. Official Records

City and County of San Francisco
Public Utilities Commission
San Francisco Water Department

Parcel 65 Relinquishments

Alameda County Fee Parcels
Adjacent to Either of
Interstate 680 or Highway 84

Unincorporated Alameda County

Lands of the
City and County of
San Francisco
Parcel 65

2386 OR 156
Parcel 5A (amended)

1296 OR 1
Parcel 5E

Doc #99380039
3" rotation

1296 OR 1
Parcel 5D

2386 OR 156
Parcel 6A

1296 OR 1
Parcel 4A

2386 OR 156
Parcel 7A

1296 OR 1
Parcel 5A

Doc #1999444755

1296 OR 1
Parcel 2A

Parcel 63879-4

Lands of the
City and County of San Francisco
Parcel 65

Notes:

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2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

Scale: 1" = 1000'

Page 1 of 1

City and County of San Francisco
Public Utilities Commission
San Francisco Water Department

Parcel 65 Relinquishments
Alameda County Easement Parcels
Adjacent to Either of
Interstate 680 or Highway 84

Unincorporated Alameda County

Legend

Doc # Document Number
O.R. Official Records

Lands of the
City and County of
San Francisco
Parcel 65

2386 OR 156
Parcel 5A (amended)

Parcel 63868-6

1296 OR 1
Parcel 5E

Doc #99380039
3" rotation

1296 OR 1
Parcel 5D

2386 OR 156
Parcel 6A

1296 OR 1
Parcel 4A

2386 OR 156
Parcel 7A

Parcel 63868-8

1296 OR 1
Parcel 5A

Parcel 63868-7

Doc #1999444755

1296 OR 1
Parcel 2A

Parcel 63879-3

Lands of the
City and County of San Francisco
Parcel 65

Notes:

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Scale: 1" = 1000'

Page 1 of 1

City and County of San Francisco
Public Utilities Commission
San Francisco Water Department

Parcel 65 Relinquishments

PG&E Easement Parcels
Adjacent to Either of
Interstate 680 or Highway 84

Unincorporated Alameda County

Legend

Doc # Document Number
O.R. Official Records

Date: October 16, 2020

Drawing No. 20-0036



San Francisco
Water Power Sewer
 Operator of the Hetch Hetchy Regional Water System

May 17, 2021

The approximately 262,553 square feet of unimproved agricultural land, approximately 118,057 square feet of easement area and approximately 1609.09 linear feet of abutter's rights area under the jurisdiction of the Water Enterprise ("City Property") and immediately adjacent to State Route 84 and Interstate 680 in unincorporated Alameda County, California are designated as portions of SFPUC Parcel No. 65 and also designated as portions of Assessor Parcel Nos. 96-375-12-2, 96-375-6-11, 96-375-7-3, and 96-375-6-8. The City Property is generally depicted in the map attached as Exhibit A Parcel 65 Relinquishment Plats.

The City Property is not essential to the SFPUC's utility needs.

SAN FRANCISCO PUBLIC UTILITIES COMMISSION

DocuSigned by:
Steve Ritchie
 By: DC477150540444B
 Steve Ritchie, Assistant General Manager, Water Enterprise
 05/17/2021 | 3:54:05 PM PDT
 Date: _____

DocuSigned by:
Barbara Hale
 By: E7C8A7AE513B400
 Barbara Hale, Assistant General Manager, Power Enterprise
 05/20/2021 | 10:23:14 AM PDT
 Date: _____

DocuSigned by:
Gregory Norby
 By: 5B88B3DFF952496...
 Greg Norby, Assistant General Manager, Wastewater Enterprise
 05/20/2021 | 1:54:33 PM PDT
 Date: _____

London N. Breed
 Mayor

Sophie Maxwell
 President

Anson Moran
 Vice President

Tim Paulson
 Commissioner

Ed Harrington
 Commissioner

Newsha Ajami
 Commissioner

Michael Carlin
 Acting
 General Manager

Services of the San Francisco Public Utilities Commission

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.



Certificate Of Completion

Envelope Id: 7EA1EA4C37ED492CBF33810B265F875E

Status: Completed

Subject: Please DocuSign: Declaration and Memo Underutilized City Property Caltrans Project w Plats.pdf

Source Envelope:

Document Pages: 10

Signatures: 3

Envelope Originator:

Certificate Pages: 2

Initials: 0

Anthony Bardo

AutoNav: Enabled

525 Golden Gate Ave

Envelope Stamping: Enabled

San Francisco, CA 94102

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

ABardo@sfgov.org

IP Address: 67.218.104.126

Record Tracking

Status: Original

Holder: Anthony Bardo

Location: DocuSign

5/17/2021 1:01:06 PM

ABardo@sfgov.org

Signer Events

Steve Ritchie

SRitchie@sfgov.org

0955 Asst. General Manager

CCSF - PUC

Security Level: Email, Account Authentication
(None)**Signature**

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Electronic Record and Signature Disclosure:

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Barbara Hale

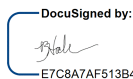
BHale@sfgov.org

Assistant General Manager, Power

CCSF - PUC

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Gregory Norby

GNorby@sfgov.org

CCSF - PUC

Security Level: Email, Account Authentication
(None)

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Electronic Record and Signature Disclosure:

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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	5/20/2021 1:54:22 PM
Signing Complete	Security Checked	5/20/2021 1:54:33 PM
Completed	Security Checked	5/20/2021 1:54:33 PM
Payment Events	Status	Timestamps



MEMORANDUM

DATE: June 2, 2021

TO: Andrico Penick
Director of Real Estate, City and County of SF

FROM: Tony Bardo
SFPUC Assistant Real Estate Director

RE: Director of Real Estate Approval of Property Appraisals
(Caltrans/Alameda CTC Highway Projects in Sunol, CA)

Background

The California Department of Transportation ("Caltrans") and the Alameda County Transportation Commission ("Alameda CTC") are improving State Route 84 ("SR 84") and a portion of Interstate 680 ("I-680") in Alameda County and seek to acquire various fee and easement interests in property owned by the City and County of San Francisco ("City Property").

Caltrans has authority to exercise the power of eminent domain and compel City to sell the City Property. Caltrans and City recognize the expense, time, effort, and risk to both parties in determining the compensation for acquiring the City Property by eminent domain litigation. To avoid such litigation, Caltrans and City desire to enter into sale agreements.

The projects are described below.

A. SR 84/ I-680 Highway Widening Project

Caltrans, in cooperation with the Alameda CTC, proposes to widen and conform SR-84 to expressway standards in an area south of Ruby Hill Drive and the I-680 interchange in Alameda County. This project will also improve the SR 84/I-680 interchange ramps and extend the existing southbound I-680 High Occupancy Vehicle/express lane northward by approximately two miles in the City of Pleasanton, the unincorporated Town of Sunol, and in other portions of Alameda County.

B. Niles Canyon Safety Improvement Project

Caltrans proposes to construct certain safety improvements to address structural and operational deficiencies at spot locations along SR-84 on Niles Canyon Road and Paloma Way between State Route 238 and I-680 in southern Alameda County.

London N. Breed
Mayor

Sophie Maxwell
President

Anson Moran
Vice President

Tim Paulson
Commissioner

Ed Harrington
Commissioner

Newsha Ajami
Commissioner

Michael Carlin
Acting
General Manager



C. Alameda Creek Bridge Replacement Project

Caltrans is replacing the Alameda Creek Bridge and realigning the eastern and western approaches to the bridge on SR 84 in an unincorporated portion of Alameda County, California.

APPRAISALS

The SR 84/ I-680 Highway Widening Project is the most significant of the three projects mentioned above. Alameda CTC engaged the services of Associated Right of Way Services ("ARWS") to value the City Property as of April 2021. The ARWS appraisal is attached.

Caltrans in-house appraisal staff valued the City Property related to the two smaller projects. The Caltrans appraisals were conducted in 2018. Values were updated in April of 2021.

Approach to Value

All appraisals utilized the Sales Comparison Approach to value, the approach typically used when valuing unimproved property. SFPUC staff found the comparable sales used in the ARWS appraisal to be reasonable, while the comparable sales used in the Caltrans appraisals were not. The City Property related to the three projects is similar, and in some cases involve the same Assessor Parcel, yet the appraised fee value of the City Property as determined by Caltrans was less than half of the value as determined by ARWS. When SFPUC staff brought this value disparity to Caltrans' attention, Caltrans agreed to match the fee values in the ARWS appraisal.

A schedule of the appraised value of the City Property that Caltrans and Alameda CTC seek to acquire is attached.

If you approve please sign below.



Andrico Penick

Date

Director of Real Estate, City and County of SF

SR 84 / I-680 Widening Project

					April-21	October-19
Caltrans Parcel	Type	Unit Measure	Unit Value	Factor	Fee Value	Fee Value
Quitclaim to State:						
63869-1	Fee	35,388	\$0.48	100%	\$16,986	\$16,632
63869-2	Fee	117,555	\$0.48	100%	\$56,426	\$55,251
63869-3	Fee	5,934	\$0.48	100%	\$2,848	\$2,789
63869-4	Fee	1,845	\$0.48	100%	\$886	\$867
63868-1	Fee	7,493	\$0.48	100%	\$3,597	\$3,522
63868-2	Fee	436	\$0.48	100%	\$209	\$205
63868-3	Fee	3,001	\$0.48	100%	\$1,440	\$1,410
63879-1	Fee	72,251	\$0.51	100%	\$36,848	\$36,848
63881-1	Fee	12,839	\$0.48	100%	\$6,163	\$6,034
63881-2	Fee	440	\$0.48	100%	\$211	\$207
Total		257,182			\$125,614	\$123,765
Access Easement to State:						
63879-2	Easement	30,941	\$0.51	15%	\$2,367	\$2,367
Access Easement to ACTC:						
63879-4	Easement	30,941	\$0.51	15%	\$2,367	\$2,367
Electric Easement to PG&E:						
63879-3	Easement	27,475	\$0.51	20%	\$2,802	\$2,802
63868-6	Easement	24,473	\$0.48	30%	\$3,524	\$3,451
63868-7	Easement	415	\$0.48	30%	\$60	\$59
63868-8	Easement	3,812	\$0.48	30%	\$549	\$537
Total		56,175			\$6,935	\$6,849
Abutters Rights Deed:						
63869-9	Access	43.29			\$16	\$16
63869-10	Access	162.16			\$59	\$59
63869-11	Access	69.30			\$25	\$25
63868-4	Access	609.78			\$228	\$228
63868-5	Access	724.56			\$272	\$272
Total		1,609.09			\$600	\$600
Quitclaim Deed to County:						
63869-12		5,371	\$0.48	100%	\$2,578	\$2,524
Retaining Wall Easement to State:						
63869-5	Easement	10,324	\$0.48	30%	\$1,487	\$1,456
63869-6	Easement	30,788	\$0.48	30%	\$4,433	\$4,341
63869-7	Easement	20,136	\$0.48	30%	\$2,900	\$2,839
63869-8	Easement	7,449	\$0.48	30%	\$1,073	\$1,050
		68,697			\$9,893	\$9,686
Subtotal					\$150,354.00	\$148,158.00
Site Improvements					\$1,875	\$1,875
Cost to Cure Damages					\$625	\$625

Rounding					\$98	-\$66
Grand Total					\$152,952.00	\$160,592.00

Niles Canyon Safety Improvements Projects

Niles Canyon Safety Improvements Projects					Original		
					April-21	April-18	
Caltrans Parcel	Type	Unit Measure	Unit Value	Factor	Fee Value	Fee Value	
<u>Quitclaim to State:</u>							
63653	Fee	8,925	\$0.51	100%	\$4,552	\$1,874	
63648-1	Fee	8,907	\$0.51	100%	\$4,543	\$1,870	
Total		17,832			\$9,095	\$3,744	
<u>Temporary Construction Easement to State:</u>							
63654	Easement (36 Mos)	16,150	\$0.51	30%	\$2,471	\$1,017	
	1						
<u>Electric Easement to PG&E:</u>							
63648-2	Easement	1,583	\$0.51	50%	\$404	\$166	
Subtotal					\$11,970	\$4,927	
Site Improvements					\$0	\$0	
Cost to Cure Damages					\$0	\$0	
Rounding					\$0	\$123	
Grand Total						\$11,970.00	\$5,050.00

Alameda Creek bridge Replacement Project

Alameda Creek bridge Replacement Project						Original	
						April-21	March-19
Parcel	Type	Unit Measure	Unit Value	Factor	Fee Value	Fee Value	
<u>Quitclaim to State:</u>							
63663-1	Fee	19,033	\$0.51	100%	\$9,707	\$3,997	
63662	Fee	2,618	\$0.51	100%	\$1,335	\$550	
Total		21,651			\$11,042	\$4,547	
<u>Temporary Construction Easement to State:</u>							
63663-2	Easement (94 mos)	25,863	\$0.51	78%	\$10,332	\$4,254	
63893	Easement (94 mos)	7,895	\$0.51	78%	\$3,154	\$1,299	
		16,150			\$13,486	\$5,553	
Subtotal					\$24,528	\$10,100	
Site Improvements					\$0	\$0	
Cost to Cure Damages					\$0	\$0	
Rounding					\$0	\$100	
Grand Total						\$24,528.00	\$10,200.00



\$48.61



NEPA/CEQA RE-VALIDATION FORM

DIST-CO-RTE: 4-ALA-84, 4-ALA-680
PM/PM: ALA-84 17.9/22.9, ALA-680 10.3/15.3
EA or Fed-Aid Project No.: 04-297631
Other Project No. (specify): 0415000040
Project Title: SR 84 Expressway Widening and SR 84/I-680 Interchange Improvements Project
Environmental Approval Type: Environmental Impact Report/Environmental Assessment with Finding of No Significant Impact
Date Approved: May 30, 2018
Reason for Consultation (23 CFR 771.129), check one: <input type="checkbox"/> Project proceeding to next major federal approval <input checked="" type="checkbox"/> Change in scope, setting, effects, mitigation measures, requirements <input type="checkbox"/> 3-year timeline (EIS only) <input type="checkbox"/> N/A (Re-Validation for CEQA only)
Description of Changed Conditions: The SR 84 Expressway Widening and SR 84/I-680 Interchange Improvements Project has been modified from the original design. A detailed description of changed conditions is included in the continuation sheets and a revised ECR is attached.


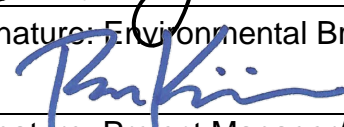
NEPA CONCLUSION - VALIDITY

Based on an examination of the changed conditions and supporting information:

- ☐ **The original environmental document or CE remains valid. No further documentation will be prepared.**
- ☒ **The original environmental document or CE is in need of updating; further documentation has been prepared and ☐ is included on the continuation sheet(s) or ☒ is attached. With this additional documentation, the original ED or CE remains valid.**
- Additional public review is warranted (23 CFR 771.111(h)(3))** ☐ Yes ☐ No
- ☐ **The original document or CE is no longer valid.**
- Additional public review is warranted (23 CFR 771.111(h)(3))** ☐ Yes ☐ No
- Supplemental environmental document is needed.** ☐ Yes ☐ No
- New environmental document is needed.** ☐ Yes ☐ No (If "Yes," specify type:)

CONCURRENCE WITH NEPA CONCLUSION

I concur with the NEPA conclusion above.

 _____ Signature: Environmental Branch Chief	7/13/2020 _____ Date
 _____ Signature: Project Manager/DLAE	7/13/2020 _____ Date

NEPA/CEQA RE-VALIDATION FORM

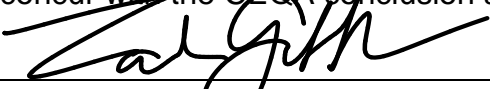

CEQA CONCLUSION (Only mandated for projects on the State Highway System.)

Based on an examination of the changed conditions and supporting information, the following conclusion has been reached regarding appropriate CEQA documentation: (*Check ONE of the five statements below, indicating whether any additional documentation will be prepared, and if so, what kind. If additional documentation is prepared, attach a copy of this signed form and any continuation sheets.*)

- ☐ Original document remains valid. No further documentation is necessary.
- ☒ Only minor technical changes or additions to the previous document are necessary.
☒ An addendum has been or will be prepared and is ☒ included on the continuation sheets or ☐ will be attached. It need not be circulated for public review. (CEQA Guidelines, §15164)
- ☐ Changes are substantial, but only minor additions or changes are necessary to make the previous document adequate. A Supplemental environmental document will be prepared, and it will be circulated for public review. (CEQA Guidelines, §15163)
- ☐ Changes are substantial, and major revisions to the current document are necessary. A Subsequent environmental document will be prepared, and it will be circulated for public review. (CEQA Guidelines, §15162)
(Specify type of subsequent document, e.g., Subsequent FEIR):
- ☐ The CE is no longer valid. New CE is needed. ☐ Yes ☐ No

CONCURRENCE WITH CEQA CONCLUSION

I concur with the CEQA conclusion above.

	7/13/2020
Signature: Environmental Branch Chief	Date
	7/13/2020
Signature: Project Manager/DLAE	Date

NEPA/CEQA RE-VALIDATION FORM

CONTINUATION SHEET(S)

Address only changes or new information since approval of the original document and only those areas that are applicable. Use the list below as section headings as they apply to the project change(s). Use as much or as little space as needed to adequately address the project change(s) and the associated impacts, minimization, avoidance and/or mitigation measures, if any.

Changes in project design, e.g., scope change; a new alternative; change in project alignment.

The following are changes in the project design and project description since the Environmental Impact Report/Environmental Assessment with Finding of No Significant Impact (EIR/FONSI) was issued. None of these changes represent a substantial scope change, new alternative, or change in the project alignment; however, they are included because they either fall outside of the area studied for the EIR/FONSI or affect the assumptions used to identify impacts or avoidance, minimization, and/or mitigation discussed in the EIR/FONSI.

The following project changes are described in the same order as the discussion of project elements in EIR/FONSI Section 1.4. New project elements are discussed at the end of this section.

I-680

As described in EIR/FONSI Section 1.4.2, the project will construct an approximately 1,000-foot-long auxiliary lane on southbound Interstate 680 (I-680), to the south of Calaveras Road/Paloma Way. The project will require acquisition along the frontage of a San Francisco Public Utilities Commission (SFPUC) property, located west of I-680 between Alameda Creek and Paloma Way, to accommodate widening along southbound I-680. The property is under a long-term mining lease (Surface Mining Permit No. 32 [SMP-32]) and currently used for agriculture. To accommodate the project, an existing dirt private access road will be realigned approximately 30 feet to the west of its current location. The realigned private access road will be constructed with aggregate base material placed on compacted native soil. The realigned private access road and all project modifications to the west of the road will remain on SFPUC property; project right-of-way (R/W) acquisition is limited to the area between the current R/W and a narrow buffer area parallel to, and to the east of, the new access road.

The pavement widening and relocated access road were shown in EIR/FONSI Figure 1.4-1 (pages 1 and 2, "Proposed access road"). The associated property acquisition and mineral resources ramifications were addressed in EIR/FONSI Sections 2.1.7.3 and 2.2.3.3, respectively.

As required by SMP-32 conditions of approval, trees were planted to the west of the existing private access road in the mid-1990s to screen views of SMP-32 mining activities from the highway. Approximately 100 non-native (ornamental) and native trees adjacent to the existing private access road will be removed and nine native coast live oak trees will be relocated to accommodate the realigned private access road, water lines, and utility poles. The project has been modified to include creation of a tree replanting area parallel to, and a minimum of 10

NEPA/CEQA RE-VALIDATION FORM

feet west of, the realigned private access road. This area is outside of the original project study area. Sheets PP-2 through PP-4 of the roadway plans show the proposed modifications.

The replanting area of approximately 2.47 acres (which is currently disked) will have a combination of existing trees to remain, healthy coast live oaks that will be relocated, and 290 new coast live oak trees in 15-gallon containers that will be grown at SFPUC's nursery from acorns. Other trees to be removed will either be chipped as mulch for on-site use or disposed off-site. Surface irrigation will be provided using the water supply installed to serve the existing tree screen. Tree removal and relocation will be done as part of an advance contract between October 2020 and February 2021. New trees will be planted by the highway contract in Fall 2021 when they have grown in the SFPUC nursery to a sufficient size for planting.

Project Construction

Construction Closures and Detours

A 30-day closure of the westbound SR 84 to northbound I-680 connector ramp is required to construct a new retaining wall. The ramp has a weekday peak hour volume of 34 vehicles per hour. Traffic will be detoured from westbound SR 84 to Paloma Way/Pleasanton-Sunol Road/Koopman Road to enter northbound I-680. The detour is expected to add less than 15 minutes to vehicle travel time. This project change would not present any economic impact to the community or local businesses. This project change would not change the findings of the EIR/FONSI.

Right-of-Way Requirements

EIR/FONSI Section 1.4.4 identified the need for partial property acquisitions, temporary construction easements (TCEs), and utility and maintenance easement locations. Changes in right-of-way needs since EIR/FONSI approval are described further below in "Changes to Environmental Impacts of the Project."

Structures

As described in EIR/FONSI Section 1.4.4, structure work would include 12 feet of southbound widening along the western edge of the Scott's Corner Separation (Bridge No. 33-0352L) and approximately 13 feet of southbound widening along the eastern edge of the Koopman Road Undercrossing (Bridge No. 33-0386L). To accommodate the future I-680 Express Lanes from SR 84 to Alcosta Boulevard Project (EA 04-0Q300), the design has been modified to include additional widening of the same structures:

- Scott's Corner Separation bridge to the outside in the northbound direction (approximately 13.5 feet); and
- Koopman Road Undercrossing bridge on the inside in the northbound direction (between approximately 12 and 15 feet).

The appearance, foundations, and construction methods assumed for the southbound widening of these structures would be generally the same as for the northbound widening. The additional bridge widening is within the project footprint described in the EIR/FONSI.

NEPA/CEQA RE-VALIDATION FORM

As described in EIR/FONSI Section 1.4.2, the project would also reconstruct the existing two-lane connector ramp from northbound I-680 to northbound SR 84. A retaining wall was included to support the ramp, as shown in EIR/FONSI Figure 1.4-1 (page 2). During PS&E, a short single-span bridge structure (Vallecitos Creek Bridge [N680-E84], Bridge No. 33-0765G) was added to the ramp to avoid excess structural loading to the double 8-foot by 7-foot reinforced concrete box culvert that conveys Vallecitos Creek under I-680. The bridge structure is within the project footprint described in the EIR/FONSI and will replace a section of the previously proposed retaining wall. The bridge location is shown in Attachment A.

The bridge will be 150 feet long and 38 feet wide and have a cast-in-place prestressed concrete box girder deck. Bridge abutments will be supported on spread footing foundations with driven steel piles (Class 90 and 200, Alt "W"). Construction access will be from the south along an existing SFPUC dirt access road to the south of Vallecitos Creek, or directly from the existing northbound I-680 to northbound SR 84 connector ramp. During construction, all equipment and materials will be stored at temporary staging areas within the project footprint.

Retaining Walls and Barriers

EIR/FONSI Table 1.4.4-2 in Section 1.4.4 listed proposed 18 retaining walls. During PS&E, two additional retaining walls were added:

- Retaining Wall 19 is a 650-foot-long soil nail wall on the east side of the Calaveras Road on-ramp to eastbound SR 84. The wall will be on cut along the R2 line and have a maximum height of 15 feet. Retaining Wall 19 is directly across from Retaining Wall 5, which will be on the west side of the same ramp.
- Retaining Wall 20 is a 675-foot-long mechanically stabilized embankment (MSE wall) with precast panels along the north side of the northbound I-680 on-ramp to eastbound SR 84. The wall will be on fill along the R4 line and have a maximum height of approximately 12.5 feet. Retaining Wall 20 follows approximately the same arc in the same locations as Retaining Walls 6 and 15.

The new retaining wall locations are shown in Attachment A.

EIR/FONSI Section 1.4.4 stated that concrete safety barriers would be constructed in the median of SR 84 throughout most of the project limits except at the proposed Little Valley Road/Vallecitos Atomic Laboratory Road intersection. The height of median barriers was not identified; however, descriptions of median barriers in Section 2.1.10 (Visual/Aesthetics) stated the heights would be 36 inches. The current project design includes a number of concrete median barrier types, which would be 36 inches, 42 inches, and 56 inches in height. All concrete barriers are within project footprint described in the EIR/FONSI.

Utilities and Drainage

EIR/FONSI Section 1.4.4 stated that the project would require relocating some utilities to outside of the right-of-way, and within the project footprint. During PS&E, coordination with SFPUC and PG&E required adjustment to the project footprint analyzed in the EIR/FONSI to account for proposed water line and gas line relocations.

NEPA/CEQA RE-VALIDATION FORM

EIR/FONSI Section 2.1.8.2 stated that the project would require relocation of several wooden utility poles for overhead electric and telephone lines. Approximately 24 of the new pole locations are outside of the original project footprint, parallel to and south of the alignment assumed during the Project Approval and Environmental Document phase.

The project will relocate approximately 1,280 feet of a 24-inch PG&E gas transmission line along the south side of SR 84, utilizing the cut and cover method in trenches of up to 6 to 8 feet in depth. All but approximately 10 feet of the gas line relocation is within the original project footprint.

The project will relocate two existing 12-inch SFPUC water lines (approximately 2,320 feet of a 12-inch raw water line, and approximately 1,215 feet of a 12-inch potable water line) that cross I-680 to the south of Calaveras Road. The existing water lines will be abandoned in place by backfilling with sand or slurry cement. Ground disturbance will be needed in several locations to cut into the pipe and remove any valves connected to the abandoned line. The new pipes will be encased within the State right-of-way. The relocated water lines will be installed using jack-and-bore construction, with jacking pits to extend lines across I-680. Both the locations of the pipelines to be abandoned and the new pipeline location are outside of the original project footprint.

The project will also relocate the following utilities that are within the original project footprint:

- Approximately 170 feet of a 4-inch PG&E gas distribution line across SR 84 that serves the General Electric/Hitachi Vallecitos Nuclear Center property, utilizing the cut and cover method in trenches of up to 6 to 8 feet in depth.
- Approximately 1,500 feet of a 4-inch SFPUC water line on the SMP 32 site, utilizing the cut and cover method in trenches of up to 6 feet in depth.
- Approximately 205 feet of a 14-inch water line across SR 84 that serves the General Electric/Hitachi Vallecitos Nuclear Center property, utilizing the cut and cover method in trenches of up to 6 to 8 feet in depth.

Temporary Diversion Systems [New]

As described in EIR/FONSI Section 1.4.4, the project would widen SR 84 and construct a concrete barrier along the southern roadway shoulder directly adjacent to the open section of Vallecitos Creek. Erosion control measures such as soldier piles were anticipated to be implemented to prevent creek scour from undermining the concrete barrier foundation. During PS&E, scour analyses indicated that proposed retaining wall and concrete barrier footings at three locations along Vallecitos Creek would be subject to scour from the creek. Geotechnical conditions do not allow for the use of footing types (e.g., soldier piles or sheet piles) that provide adequate scour protection. Rock slope protection (RSP) will be needed along the south (creek) side of these retaining walls and concrete barrier. Temporary cofferdams will be needed in three sections of Vallecitos Creek to allow for placement of RSP.

The diversions will be installed prior to the start of construction at each location. Dewatering for all three locations will occur between April 15 and October 15. The diversions will be constructed from the upstream end first, moving downstream and in such a way as to direct flow to the downstream end of the channel. All temporary creek diversion systems will be

NEPA/CEQA RE-VALIDATION FORM

removed, and creek flows will be restored at the end of the seasonal work window. Dewatering infrastructure removal will occur within 48 hours after construction work ends for the season and no later than October 15. One construction season is anticipated to complete the channel work at each location.

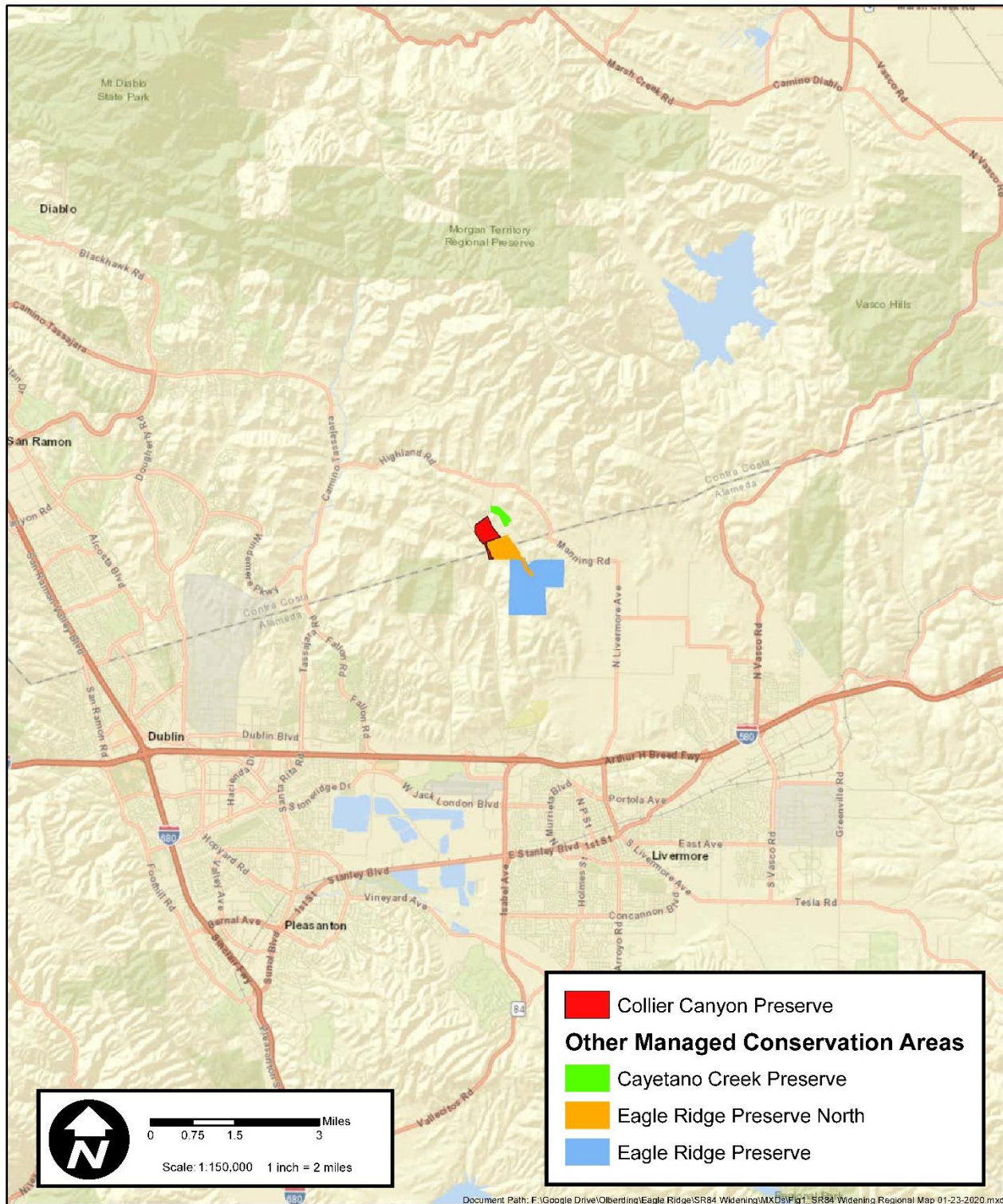
Cofferdams will be constructed using an impermeable membrane (e.g., visqueen) and clean gravel-filled bags or an inflatable bladder dam. Cofferdams will vary in length from 50 to 150 feet. Prior to placement of each cofferdam, vegetation, sharp objects, boulders, and cobbles will be removed to create a smooth streambed and prevent water passing beneath the dam after it is built. Any water encountered within the cofferdam will be pumped to a baker tank or water tender. All pumps will be screened with ¼-inch mesh to prevent wildlife entering the pump. Cofferdams along SR 84 will be installed from existing paved or unpaved access roads.

Mitigation Project [New]

The EIR/FONSI stated that compensatory mitigation for impacts to biological resources would be provided through purchase of credits at Collier Canyon Mitigation and Conservation Bank (which was still in review), or arrangements would be made to purchase credits at a nearby facility such as Oursan Ridge Conservation Bank. This approach was proposed in EIR/FONSI Sections 2.3.1.3 (Vegetation Communities: Measure BIO-2), 2.3.2.5 (Measure BIO-7), and 2.3.5.4 (California Tiger Salamander: Measure BIO-17 and Alameda Whipsnake: Measure BIO-18).

Approval of Collier Canyon Mitigation and Conservation Bank is still pending; as a result, the project team coordinated with the facility owners to develop a permittee-responsible mitigation project (Mitigation Project) at a subset of the bank property, which has since been removed from the bank boundary. The Mitigation Project consists of the same activities in the same areas as originally proposed for the mitigation bank. Figures 1 and 2 show the Mitigation Project area and proposed enhancement activities.

NEPA/CEQA RE-VALIDATION FORM

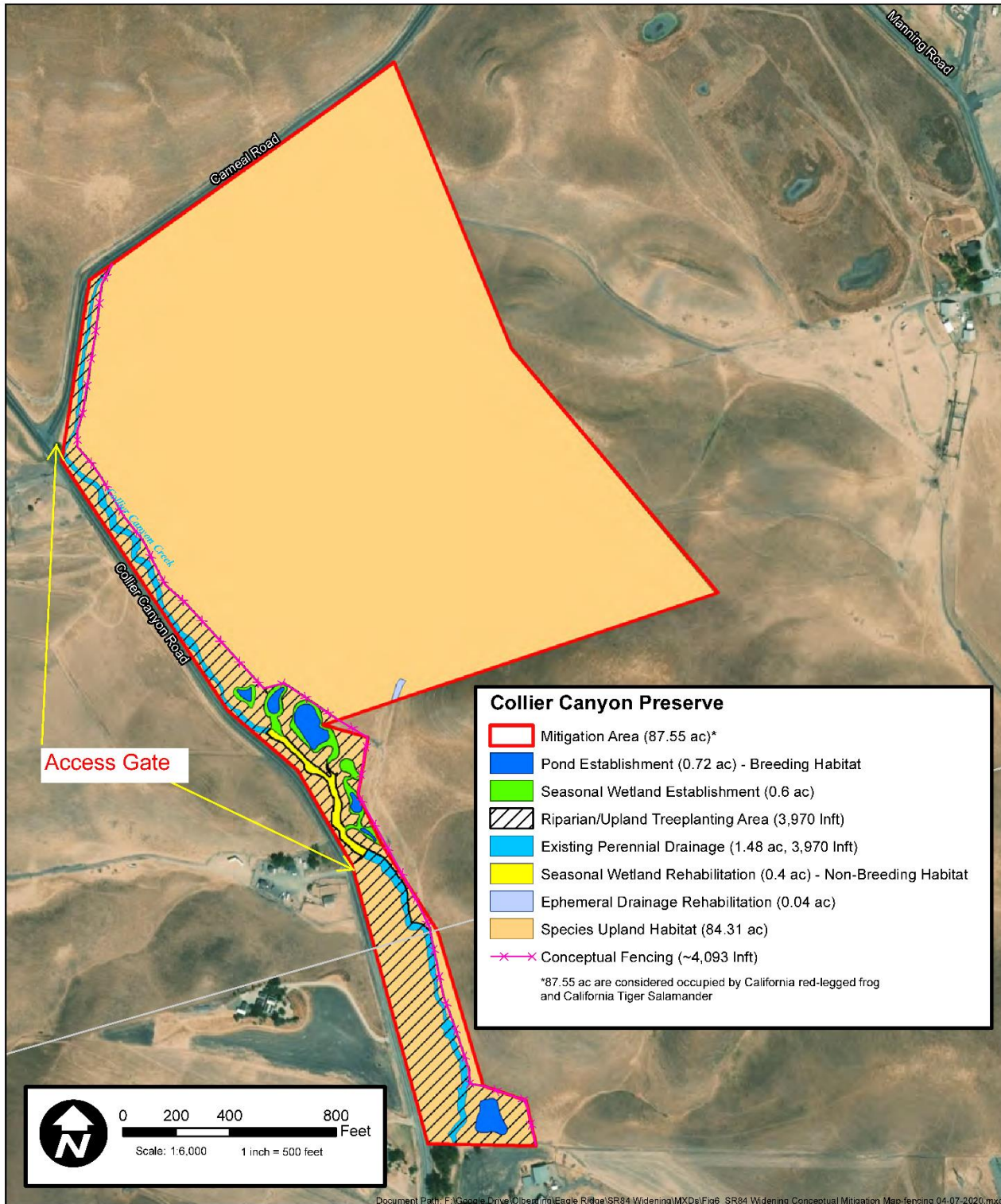


193 Blue Ravine Road, Ste. 165
Folsom, CA 95630
Phone: (916) 985-1188

**Figure 1: Regional Map
Collier Canyon Preserve
SR-84 Widening and SR-84/I-680 Interchange
Improvements Project
Contra Costa & Alameda Counties, California**

Map Revision Date: 1/23/2020

NEPA/CEQA RE-VALIDATION FORM



**Figure 2: Conceptual Mitigation Map
Collier Canyon Preserve
SR-84 Widening and SR-84 / I-680 Interchange
Improvements Project
Contra Costa & Alameda Counties, California**

Map Revision Date: 4/9/2020



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Caltrans proposes to complete the following habitat enhancement activities within the 87.55-acre habitat compensation area:

- Grading to create seasonal wetland and pond habitat as potential breeding, foraging, and cover for California tiger salamander and California red-legged frog;
- Increasing hydrologic function and habitat management to rehabilitate seasonal wetland and ephemeral drainage areas;
- Planting of riparian trees; and
- Habitat management to rehabilitate annual grassland to improve ecological functions for California tiger salamander and California red-legged frog.

Construction of the mitigation habitat is planned for late Summer/Fall 2020. If it is necessary to complete construction activities outside this work window, activity will be limited to dry weather based on forecasts and ground conditions. Plant installation will likely be completed within 1 week and is planned for late fall/winter following the wetland and pond creation. There will be no nighttime ground disturbance activities.

The following describes the proposed actions for the Mitigation Project.

Access and Staging

All construction access will be from Carneal Road, near its intersection with Collier Canyon Road. A stabilized construction entrance/exit pad will be installed and will include a 20-foot-length minimum asphalt area per Contra Costa County specifications. The construction access point has been sited to avoid adversely impacting existing wetland habitat. Primary and secondary access routes will be located along the existing ranch roads.

Construction staging will be in an upland grassland area to the east of the wetland grading limits and will be bordered on three sides and at the base of slopes by straw wattles. Following construction, the staging area will be reseeded.

All access and staging areas will be staked and contained within the temporary work footprint.

Seasonal Wetland and Pond Creation

Site preparation will involve the use of excavation equipment and front-end loaders to excavate upland areas down to the elevation required for wetland habitat development. The wetland establishment sites will first be mowed close to the ground or disked and the upper 4 to 6 inches of soil will be excavated and stockpiled at designated upland locations. This soil will subsequently be spread on the new wetlands to provide organic matter and potentially wetland plant seed material and/or be used for upland mound development.

The seasonal wetlands will be mass-graded/excavated using a rubber-tired backhoe, front-end loader, and/or earth mover to form bottom microtopography and side slopes. Excavated material will be temporarily stockpiled onsite and either re-applied as mounds or off-loaded to an appropriate off-site location.

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Finish grading will involve grading along the edges of an excavated area to tie into existing topography and grading the bottom of the created wetland area to provide the appropriate flat topographic relief (<1-2 percent slope) for wetland hydrology, soil, and plant development and the deeper ponds. Inlet and outlet elevations will be checked and precisely graded. Grading activities will be monitored by a grade checker using a hand level to ensure that the constructed wetlands meet the design criteria.

The wetland complex to be constructed for creation/establishment will outlet water to existing drainage channels at three primary points within the Preserve. These inlet/outlet locations, where water enters and exits a created seasonal wetland depression, will be stabilized with construction techniques and erosion control fabric installation. The following key components will achieve stable inlets/outlets as follows:

- Grading will maintain a buffer of at least 2 feet from the edge of any jurisdictional wetlands/waters.
- Biodegradable erosion control blanket (e.g. jute netting) will be placed on the ground surface immediately following seeding but immediately prior to hydromulch application so that seed has good soil contact but is also protected by the fabric and hydromulch top dressing.
- Erosion control blanket will be keyed in on all sides as shown on the design typical.
- Biodegradable silt fence and/or straw wattles will be placed between the constructed wetland and the adjacent jurisdictional wetland feature to protect the wetland/water from un-permitted fill and or sedimentation during construction. The silt fence will be removed at the end of construction; however, straw wattle may remain post-construction to degrade in-situ.

Each created wetland will be seeded with a native seed mix to enhance wetland vegetation growth. During finish grading, the previously stockpiled grubbed material will be hauled to wetland creation locations and applied to the graded areas to a depth of 3 to 4 inches. This seedbearing material should also facilitate wetland vegetation growth. Following placement of approximately 3 inches of organic-rich topsoil removed prior to mass grading, the established seasonal wetlands will be seeded with a native seed mix to enhance wetland vegetation growth as specified in the Preserve Mitigation and Monitoring Plan.

Upland Annual Grassland and Ephemeral Drainage Rehabilitation

Thatch (excessive dead plant material) levels will be primarily managed with planned and scheduled livestock grazing to attain the best thatch levels and soil conditions for grass and wildflower plant community development. In areas where grazing is not feasible, alternative methods such as mowing, string trimming, or hand grubbing will be deployed. Burning is not proposed.

The majority of upland grassland is undisturbed and not currently dominated by nuisance plant species. If nuisance plants are found in the course of regular monitoring included in the Preserve mitigation and monitoring plan, immediate action will be taken to control the particular pest species. Nuisance plant control options include manual methods (e.g., hand pull),

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mechanical methods (e.g., mow, string-trim), and chemical application (e.g., herbicides); however, herbicide use will be limited as described in the mitigation and monitoring plan.

Passive strategies such as maintaining open water, providing adequate cover opportunities, and fencing may be used to control native wildlife pest species. All ponds will be visually inspected for signs of aquatic pest activity. Any ponds with aquatic pests that do not drain normally during the summer will be subject to draining with a pump during the appropriate time of year to avoid impacts to special-status or other desirable species.

Restoration

All temporary ground disturbances and excavated materials storage areas will be revegetated with an appropriate assemblage of native riparian wetland and upland vegetation to promote restoration of the area to pre-project conditions.

Upon completion of habitat construction, access routes will be restored to original grade by filling in ruts and disking the route to loosen surface soils. Appropriate erosion control measures will be employed where exposed soil occurs. If erosion subsequently occurs, the area affected will be re-contoured and protected from further erosion until the area becomes revegetated.

Changes in environmental setting, e.g., new development affecting traffic or air quality.

None

Changes in environmental circumstances, e.g., a new law or regulation; change in the status of a listed species.

Since EIR/FONSI approval, the U.S. Fish and Wildlife Service (USFWS) and the California Department of Fish and Wildlife (CDFW) began requiring analysis of project lighting. A lighting analysis was conducted as part of project permitting. The impacts are described below in "Changes to Environmental Impacts of the Project."

Changes to environmental impacts of the project, e.g., a new type of impact, or a change in the magnitude of an existing impact.

Farmlands

Minor changes to the project design along SR 84 have resulted in modifications to the acquisition and easement acreages from the six parcels under Williamson Act contracts described in EIR/FONSI Section 2.1.5.3 and shown in Table 2.1.5-1. All parcels are considered nonprime agricultural land under California Government Code Section 51201(c). No additional parcels would be affected. Revisions to Table 2.1.5-1 are shown below, with deletions in strikeout and additions in bold text.

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Table 2.1.5-1 [Revised]: Williamson Act Property Acquisition

Assessor's Parcel Number ¹	Total Parcel Size	Partial Acquisition (Acres)	Temporary Construction Easement (Acres)	Utility Easement (Acres)
096-0365-002-05	100.77 98	1.37 2.7	-	<0.01 0.2
096-0365-007-01	399.99 393	0.14 0.02	-	-
096-0365-004-02	99.84 100	3.55 4.6	-	0.05
096-0360-001- 06 08	552.78 549	2.19 3.4	-	1.18 1.1
096-0350-001-02	602.84 395	0.04 0.01	-	-
096-0350-003- 04 06	260.89 250	0.23 0.2	0.03	-
Total		7.52 10.93	0.03 0.0	1.23 1.3

The project would not nullify or require changes to the Williamson Act contracts on the remaining portions of the properties listed in Table 2.1.5-1. Notification of the proposed conversion of lands under Williamson Act contracts was sent on April 13, 2020, to the Department of Conservation in accordance with California Government Code Section 51291. The Department of Conservation acknowledged receipt of the notification on May 28, 2020, and had no comments.

Relocations and Real Property Acquisition

EIR/FONSI Section 2.1.7 identified potentially affected properties in Table 2.1.7-1 and Figure 2.1.7-1, and noted that the actual impacts to properties will be determined during detailed project design. During PS&E, the amounts and precise locations of partial property acquisitions, temporary construction easements (TCEs), maintenance easements, and utility easements have been adjusted based on project design needs and coordination with property owners. In addition, the western and eastern ends of the new frontage road to the south of SR 84 have been modified to accommodate turning of emergency service vehicles, based on coordination with Alameda County (sheets L-9 and L-13 of the roadway plans). Revisions to Table 2.1.7-1 are shown below, with deletions in strikeout and additions in bold text.



Table 2.1.7-1 [Revised]: Identification of Proposed Property Acquisitions and Easements

Parcel (see Figure 2.1.7-1)	Page (see Figure 2.1.7-1)	Assessor's Parcel Number	Partial Acquisition (Acres)	TCE (Acres)	Permanent Maintenance Easement (Acres or Linear Feet) ¹	Permanent Utility Easement (Acres) ²
1	1, 2	096-0375-012-02	0.78 1.66	2.57 2.33	1.42 acres	0.63
2	2	096-0335-002-08	0.02 0.03	-	-	0.06 0.03
3	2	096-0335-002-09	0.22 0.28	-	-	0.27 0.11
4	2, 3	096-0375-007-03	0.49 0.25	-	609.78 linear feet (LF) (access)	0.73 1.21
5	2	096-0375-XXX-XX See #6	0.05	-	-	0.34
6	2, 3	096-0375-006-08	0.30 0.31	-	-	-
7	2, 3, 6	096-0375-006-11	3.85 3.81	3.24 2.30	1.58 acres 274.75 LF (access)	-
8	3	096-0365-001-04	0.82 1.04	-	0.03	0.25 0.34
9	3	096-0365-002-05	4.37 2.68	-	-	<0.04 0.26
10	3	096-0365-003-02	2.94 4.20	-	-	0.07
11	3, 4	096-0350-001-07	6.57 9.12	0.64 0.61	325.64 LF (access)	0.04 0.39
12	3	096-0365-007-01	0.14 0.22	-	-	-
13	3, 4	096-0365-004-02	3.55 4.58	-	-	0.05
14	3, 4	096-0360-001-06	2.19 3.39	-	363.06 LF (access)	1.18 1.09
15	4	096-0350-001-02 See #11	0.04	-	-	-
16	4, 5	096-0350-003-04	0.23 0.25	0.03	-	-
17	6	096-0320-002-04	-	0.02	-	-
18	7	946-3102-003-02	-	0.01	-	<0.01
19	3	N/A-8, N/A-9 See #11	0.23	-	-	-
20	2	N/A-14 See #1	-	0.03	-	-
21	4, 5	096-360-003-02 See #14	0.37	-	-	-
22	5	950-0007-005-11 See #14	0.07	-	-	-
Total			23.93 31.82	6.54 5.30	0.05 3.00 acres; 1,573.23 LF	2.93 4.07

1. Includes access, retaining wall, and drainage easements. Access easements are reported in linear feet.
2. Includes utility, electric, and gas line easements.



The description of impacts in EIR/FONSI Section 2.1.7.3—including that the Build Alternative would not require any full property acquisitions, relocate any residences or businesses, result in the conversion of any parcels to a new land use, or otherwise interfere with the continued use of parcels for their existing purpose—remains applicable. No additional property impacts will occur.

Utilities/Emergency Services

EIR/FONSI Section 2.1.8.2 discussed utility relocation impacts and potential effects of road closures during construction on emergency service providers, and Section 2.1.8.3 stated that Measure TR-1 in Section 2.1.6.4 (Transportation Management Plan [TMP]) would minimize temporary, short-term effects to emergency service providers. The refined utility relocations and detour information described under “Changes in Project Design” above, including the 30-day closure of the westbound SR 84 to northbound I-680 ramp, would not result in substantial additional impacts to utility services and emergency access. Measure TR-1 remains sufficient to address short-term, temporary impacts during project construction.

Visual/Aesthetics

I-680

As noted in “Changes in Project Design” for I-680 above, the project will shift an existing SPFUC access road that is parallel to and west of I-680 and south of Paloma Way, remove approximately 100 trees, and create a new replanting area that will have a combination of existing trees to remain, nine healthy coast live oak trees that will be relocated, and 290 new coast live oak trees.

This work was not explicitly addressed in the EIR/FONSI, although Section 2.1.10.3 (“Other Visual Impacts”) stated that the Build Alternative would result in tree removal as well as earthmoving and landscaping activities. The section of SMP-32 where trees will be removed and replanted is not being used for mining activities; instead, the area is being used for agriculture, as shown in the image below.



Source: Google Street View from I-680 mainline just south of Paloma Way overcrossing, imagery date 8/2019

In addition to the tree removals along the access road, trees would be removed between southbound I-680 and the existing access road to accommodate roadside stormwater

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treatment areas (bioswales). Tree removals in this area are shown in sheets PR-1 through PR-3 of the PS&E plans. The areas where trees will be removed to accommodate stormwater treatment facilities will be hydroseeded with native grasses and legumes.

Tree removals along southbound I-680 will result in noticeable changes for motorists on I-680, an Officially Designated State Scenic Highway, and short intermittent sections of Paloma Way where views of the tree removal area are not blocked by existing trees that will remain. Paloma Way, which is signed as SR 84 in that area, is not recognized as a scenic highway by either the state or the county; however, the City of Livermore General Plan, Community Character Element, identifies SR 84 as a scenic route. No residential properties are near this area, so resident views will not be affected.

From the perspective of motorists on I-680, the mature trees along southbound I-680 would be removed from foreground views, providing greater exposure to views of agricultural fields with hay/grain crops beyond the trees to the west. The fields are flat and typically green in the winter and spring and golden in the summer and fall. Although the 290 new coast live oak trees that will be planted to provide replacement shielding will take several years to reach the height of the existing trees to be removed, views of the agricultural fields provide a pleasing contrast to the tree-studded hills that surround this valley in each direction. In addition, these native oak trees will replace many non-native ornamentals, some of which are considered invasive species. For eastbound travelers on Paloma Way, the I-680 corridor would be somewhat more visible in mid-range views toward the east-southeast, but the thin gray line of the freeway would not be prominent in comparison to mature trees in the foreground along Paloma Way, the agricultural fields beyond them, and the tree-studded hills in each direction of longer-range views.

In summary, tree removal along southbound I-680 would change views for motorists on I-680 and Paloma Way, but the change would not adversely affect the quality of the views. When the trees in the replanted area mature, they will form a native oak woodland, and views will be similar to existing conditions. As stated in EIR/FONSI Section 2.1.10.3, "The project ... would not degrade the vividness of existing views [on I-680] because the height and magnitude of the mountains and peaks in the distance would still be visible and appreciated in much the same way as in the existing view." Visual impacts from the perspective of northbound and southbound I-680 motorists would remain from moderate-low to low.

This project change would not have an adverse effect on the Officially Designated State Scenic Highway designation in this area because it would not increase the intensity of development, introduce outdoor advertising, or add structures or highly visible equipment. The project change reflects detailed site planning (consistent with SFPUC's objectives for the property) and careful attention to landscaping.

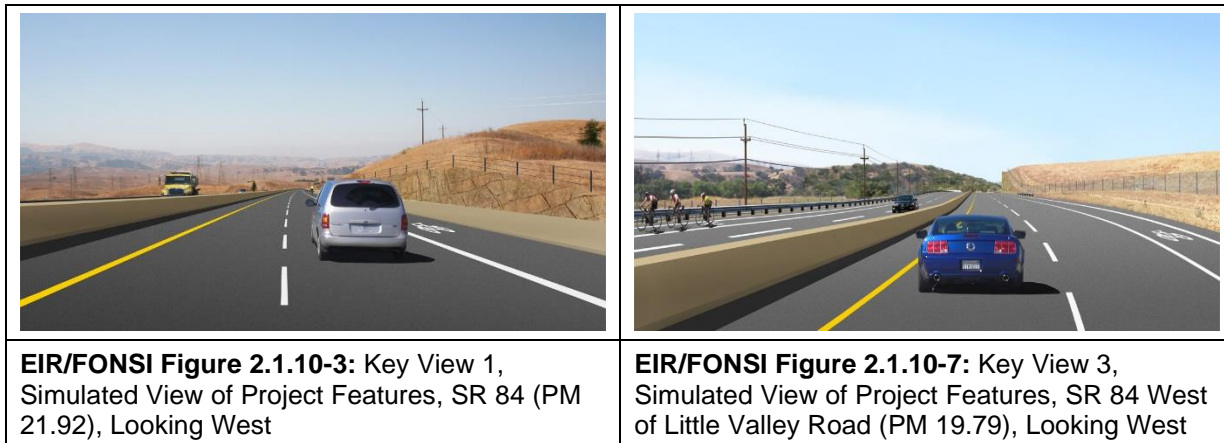
This section of I-680 is not a Classified Landscaped Freeway; therefore, no landscaped freeway designation would be affected.

Barriers

Impacts on Key Views. The PS&E project design includes a number of concrete median barrier types, which would be 36 inches, 42 inches, and 56 inches in height. The EIR/FONSI addressed the addition of concrete median barriers on SR 84 but only identified the barrier heights in two places, in EIR/FONSI Section 2.1.10. As shown in Figure 2.1.10-3 (Key View 1,

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Proposed Condition, SR 84 [PM 21.92], Looking West), the project would add a 36-inch-tall concrete barrier in the median that would block views of ground-level terrain from the vantage point of motorists in the westbound outside lane. Motorists in the inside lane next to the barrier would be able to see over it, assuming an average window height of 36 inches in mid-sized sedan-style cars. A 36-inch concrete median barrier was also identified in the description of Figure 2.1.10-7 (Key View 3, Proposed Condition, SR 84 West of Little Valley Road [PM 19.79], Looking West). Figures 2.1.10-3 and 2.1.10-7 are included below for reference.



In the areas of Key Views 1 and 3, along with the majority of SR 84, the median barrier height would be increased from 36 to 42 inches (barrier types 60M and MS). A median barrier height increase of 6 inches in this area would result in minimal change to the simulated views shown in Figures 2.1.10-3 and 2.1.10-7 and the descriptions of impacts. The majority of motorists in the inside lane next to the barrier would still be able to see over it, assuming an average window height of 36 inches in mid-sized sedan-style cars. The constructed features within SR 84 would still be balanced with the natural features that are beyond the highway.

For Key View 1, the taller median barrier height would not change the EIR/FONSI conclusions that the project would maintain a moderate-high level of visual quality, the addition of constructed features would reduce the intactness of the view from moderate to moderate-low, unity would remain moderate-low, overall visual quality would remain moderate, and visual impacts would be low.

For Key View 3, the taller median barrier height would not change the EIR/FONSI conclusions that the memorability of the view would remain moderate-high, intactness would diminish from moderate to moderate-low, balance would remain moderate, overall visual quality would remain moderate, and visual impacts would be moderate.

Other impacts. A 0.54-mile section of SR 84 farther to the eastern limits of the project (Layout sheets L-21 through L-24; “SR84” Sta 285+33 to 314+88) would have a 56-inch-tall Type 60MG concrete median barrier. The need for the taller median barrier is required by Caltrans design standards due to limited shoulder width (less than 10 feet) and the need to reduce headlight glare from the opposite direction of traffic. This section is to the east of the area depicted in Key View 1.

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This part of SR 84 winds through hills that rise steeply on both sides of the roadway, blocking long-range views to the east and west of the Pigeon Pass area. In this area, the primary views are of the hills on either side of the roadway, with periodic utility towers and poles and a single residential property high on a hill to the south of SR 84. Due to bends in the alignment, views of the area ahead are limited to a maximum of 0.25 to 0.30 mile in length.

EIR/FONSI Section 2.1.10.3 stated that a concrete median barrier would be added to SR 84. Assuming a median barrier height of 36 inches along SR 84 (which was not stated except for Key Views 1 and 3), a 56-inch barrier would result in a moderate visual change for travelers on SR 84 in this area. The taller barrier would obstruct ground-level views and views of most vehicles on the other side of the barrier. Views from taller vehicles such as buses and large trucks will not be affected by the increased median barrier height. Views of the hills surrounding SR 84—which are at a much higher elevation than the median barrier—would continue to dominate the viewshed. In addition, the bends in the roadway alignment that block long-range views and the short duration of travel through this section of SR 84 would prevent prolonged exposure to the higher median barrier.

Highway travelers with impacted views are anticipated to have moderate sensitivity to this visual change, resulting in a moderate visual impact. In accordance with EIR/FONSI Measure VIS-5, aesthetic treatment (in the form of integral color concrete) will be incorporated into the taller barrier, which would reduce this impact to moderate-low.

Other Project Changes

The additional widening of the Scott's Corner Separation and Koopman Road Undercrossing bridges, the new bridge over the Vallecitos Creek box culvert, and new Retaining Walls 19 and 20 would not introduce impacts beyond those described in Section 2.1.10.3 (Other Visual Impacts, Project Roadwork, Earthwork, and Structures, I-680). The remaining changes to the project since EIR/FONSI approval are within the range of activities and impacts described in Section 2.1.10. Retaining Walls 19 and 20 will receive architectural treatments consistent with other retaining walls in this part of the I-680 corridor.

Cultural Resources

Changes to the maximum project footprint were compared to the approved APEs for archaeology and architectural history to identify any proposed activities outside of the APE. Each location outside of the APEs, the mapped archaeological sensitivity, and proposed project work in each area was identified. Project activities that were not previously identified within the approved APEs were also reviewed. The project changes would not result in additional cultural resources impacts or require additional consultation. The Finding of No Adverse Effect without Standard Conditions is still appropriate for this project.

Mitigation Project

In 2018, the USACE initiated Section 106 consultation for development of the Collier Canyon Mitigation Bank. The State Historic Preservation Officer concurred with the USACE's finding of No Historic Properties Affected on June 26, 2018.

The proposed permittee-responsible Mitigation Project area is within the APE evaluated for the Collier Canyon Mitigation Bank, which in 2019 was split into separate areas for the Mitigation

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Project and the mitigation bank due to delays in the bank approval process. The Mitigation Project includes the same activities as proposed for the former mitigation bank. No further analysis is required.

Administrative note. EIR/FONSI Section 2.1.11.3 stated that the cultural resources finding for this project is “No Adverse Effect *with Non-Standard* Conditions.” The finding should have been identified as “No Adverse Effect *without Standard* Conditions.” The substance of the finding is unchanged.

Paleontology

EIR/FONSI Section 2.2.4.3 stated that bridge widening and ground-disturbing activities along the Scott’s Corner Separation bridge and the Koopman Road Undercrossing bridge could encounter paleontologically sensitive geologic units. The northbound widening of the Scott’s Corner Separation bridge and the Koopman Road Undercrossing bridge, added to the project during PS&E, is anticipated to have the same potential.

The new bridge over the I-680 Vallecitos Creek box culvert is in the same geologic unit as the Scott’s Corner Separation bridge (Quaternary alluvium dating to the Holocene-Late Pleistocene); therefore, bridge construction is also expected to have the potential to encounter paleontologically sensitive geologic units.

New Retaining Wall 19, a wall on cut, straddles Quaternary alluvium and the Livermore Gravels. New Retaining Wall 20, which will be on fill, appears to fall entirely within Quaternary alluvium. Both walls are in the same vicinity as the additional bridge widenings and new bridge described above, and therefore are anticipated to have the potential to encounter paleontologically sensitive geologic units.

Caltrans Standard Specification 14-7.03 and Measure PAL-1 would address the potential for impacts from the new project components, and no further avoidance, minimization, or mitigation is needed.

Biological Resources

The current project footprint was compared to the biological study area (BSA) considered in the EIR/FONSI to identify any proposed activities outside of the BSA, changes in impact type (temporary vs. permanent), or change in classification of a biological resource. Most changes are the result of design refinements to a variety of project elements that were developed as part of the detailed design process, including but not limited to work along southbound I-680 to the south of Paloma Way, additional right-of-way requirements, additional structures work including the new bridge, utility relocations, and the need for RSP and temporary diversions in Vallecitos Creek.

The results are detailed by resource below.

Natural Communities

Vegetation Communities

EIR/FONSI Section 2.3.1.2, Table 2.3.1-1 indicated that the project would have 41.49 acres of permanent and 33.08 acres of temporary impacts to vegetation communities. Based on the

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100 percent design, the project would have 43.28 acres of permanent and 40.15 acres of temporary impacts to vegetation communities.

The EIR/FONSI did not report a total acreage for temporary/permanent riparian impacts. As part of the permitting process, 2,166 linear feet of impacts to riparian areas and removal of 159 native riparian trees were identified.

Trees

Work on the bridge section of the northbound I-680 to eastbound SR off-ramp; retaining wall, concrete barrier, and RSP construction along the south side of SR 84; and the other project activities discussed above are anticipated to result in different permanent and temporary impacts to trees than identified in Table 2.3.1.2 in EIR/FONSI Section 2.3.1. The current tree impacts are described in the *Vegetation Restoration Plan* (AECOM, March 2020). The table below shows the differences.

As noted above, nine coast live oak trees would be replanted on the SFPUC SMP-32 property; those trees are not included in this table.

Table 2.3.1-2 [Revised]: Potential Permanent and Temporary Impacts to Individual Trees

Species	PA&ED Permanent Impacts ¹	PA&ED Temporary Impacts ²	PA&ED Total in Project Footprint	PS&E Permanent Impacts ¹	PS&E Temporary or No Impacts ²	PS&E Total in Project Footprint
Acacia	0	1	1	1	0	1
Aleppo pine (<i>Pinus halepensis</i>)	-	-	-	8	6	14
Arroyo willow	2	16	18	12	6	18
Black walnut (Northern California)	38	50	88	58	21	79
Blue oak	-	-	-	7	0	7
California buckeye	0	1	1	0	1	1
California pepper tree (<i>Schinus mole</i>)	5	72	77	70	16	86
Canary Island date palm	0	2	2	2	0	2
Coast live oak	141	357	498	296	193	489
Coast redwood	4	7	11	10	10	20
Coulter pine (<i>Pinus coulteri</i>)	-	-	-	14	7	21
Elm (non-native)	1	0	1	1	0	1
European olive	0	2	2	1	1	2
Fan palm	0	4	4	4	0	4
Fremont cottonwood	35	14	49	33	10	43
Italian cypress	3	15	18	18	0	18
Maple (non-native)	0	1	1	1	0	1
Pine (non-native)	1	16	17	2	6	8
Red willow	32	63	95	138	82	220
Valley oak	68	148	216	1	0	1
Victorian box	1	0	1	51	44	95
Western sycamore	12	17	29	17	12	29
Total Trees Impacted	343	786	1,129	745	415	1,160

Source: AECOM field surveys 2016, 2019, 2020

Notes:

1. Permanent impacts include removal of trees, compaction of a significant portion of the root zone, or removal of over 30 percent of the canopy.
2. Temporary impacts to trees include pruning of less than 30 percent of the canopy, removal of less than 25 percent of the roots (within the drip line of the tree), or soil compaction to less than 30 percent of the critical root zone. The standard critical root zone of a tree is the area corresponding to the drip line of the tree, or a distance from the tree trunk outwards calculated as 12 times the DBH of the tree, whichever is greater.

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Wetlands and Other Waters of the United States

Work on retaining walls, concrete barrier, and RSP construction along Vallecitos Creek; relocation of approximately 1,280 feet of a 24-inch PG&E gas transmission line along the south side of SR 84; and the other project activities discussed in EIR/FONSI Section 1.4 will result in different impacts to wetlands and other waters of the U.S. than identified in Table 2.3.2-1 in Section 2.3.2. The current impacts to wetlands and other waters of the U.S. are described in the *Vegetation Restoration Plan, SR 84 Expressway Widening and SR 84/I-680 Interchange Improvements Project* (AECOM, March 2020). The differences are shown in the table below.

Table 2.3.2-1 [Revised]: Wetlands and Other Waters of the U.S. in BSA and Impacts

Jurisdictional Water Type	Acres ¹						
	Total in BSA	PA&ED Permanent Impacts ²	PA&ED Temporary Impacts ³	PA&ED Total Impact	PS&E Permanent Impacts ²	PS&E Temporary Impacts ³	PS&E Total Impacts
Wetlands							
Freshwater marsh wetlands ³	3.71	0.04	0.09	0.13	0.07	0.30	0.37
Seasonal wetlands ⁴	0.92	--	--	--	0.00	0.00	0.00
Forest and shrub wetlands ⁴	0.23	0.14	0.09	0.23	0.13	0.05	0.18
<i>Wetlands subtotal</i>	<i>4.86</i>	<i>0.18</i>	<i>0.18</i>	<i>0.36</i>	<i>0.20</i>	<i>0.36</i>	<i>0.55</i>
Waters of the U.S.							
Vallecitos Creek (perennial channel)	1.24	--	--	--	0.00	<0.01	<0.01
Ephemeral channels	0.40	0.03	0.02	0.05	0.04	<0.01	0.05
Intermittent channels	0.33	<0.01	<0.01	<0.01	0.00	0.00	0.00
Open water (pond)	0.08	--	--	--	0.00	0.00	0.00
<i>Other Waters of the U.S. subtotal</i>	<i>2.04</i>	<i>0.04</i>	<i>0.02</i>	<i>0.06</i>	<i>0.04</i>	<i><0.01</i>	<i>0.05</i>
Total²	6.90	0.22	0.20	0.41	0.24	0.36	0.60

Notes:

1. Acreages rounded to the nearest hundredth, so values shown for each wetland type in table may not add up to total acreage shown.
2. Permanent impact areas are associated with conversion of natural communities to a built environment as a result of project features and construction activities. Temporary impact areas involve damage to the natural community, which may be preserved depending on the specific activity occurring near them, such as construction staging or the siting of a construction access road that could disrupt habitat and/or damage natural communities and can be restored to their original natural community type.
3. This total includes wetlands within waters, including freshwater marsh mapped within the Ordinary High Water Mark (OHWM) of Vallecitos Creek.
4. The three seasonal wetlands were classified as pale spike rush marsh vegetation communities based on dominant plant species.

Further changes to impact quantities listed in EIR/FONSI Section 2.3.2 based on the 100 percent design are as follows:

- The project will permanently impact 471 linear feet (0.02 acre) and temporarily impact 15 linear feet (<0.01 acre) of culverted waters of the United States.
- Impacts to riparian habitat (Other Waters of the State, that are not also U.S. jurisdictional waters) are 0.62 acre (temporary) and 0.43 acre (permanent).
- The project will have approximately 6,031 linear feet of temporary impacts and 17,165 linear feet of permanent impacts to unlined drainage ditches along SR 84 and I-680 and at the SR 84/I-680 interchange. Proposed offset unlined ditches equal approximately 28,217 linear feet.

NEPA/CEQA RE-VALIDATION FORM

The proposed Mitigation Project will result in permanent impacts to <0.01 acre of other waters of the U.S. (ephemeral drainage) and temporary impacts to 0.43 acre of other waters of the U.S. (0.41 acre of perennial drainage, and 0.02 acre of ephemeral drainage).

Threatened and Endangered Species

Work on retaining walls, concrete barrier, and RSP construction along Vallecitos Creek; relocation of approximately 1,280 feet of a 24-inch PG&E gas transmission line along the south side of SR 84; the Mitigation Project; and the other project activities discussed in EIR/FONSI Section 1.4 will result in different impacts to California tiger salamander, California red-legged frog, and Alameda whipsnake than identified in Section 2.3.5.2. The revised impacts are documented in the USFWS *Reinitiation of Formal Consultation on the State Route 84 Expressway Widening and State Route 84/680 Interchange Improvement Projects, Alameda County, California (Caltrans EA 04-297630)*, File 08ESMF00- 2017-F-3304-R001-1, April 22, 2020 (Biological Opinion Amendment) and *State of California Department of Fish and Wildlife Application for Incidental Take of Listed Species, SR 84 Expressway Widening and SR 84/I-680 Interchange Improvements Project 04-29763 (AECOM, March 2020 [ITP Application])*

The following revisions to EIR/FONSI Table 2.3.5-2 show modifications to impacts and proposed mitigation for California tiger salamander and California red-legged frog.

Table 2.3.5-2 [Revised]: Proposed Compensatory Mitigation for Impacts to California Tiger Salamander and California Red-legged Frog Habitat

Habitat Type ¹	Acres ²									
	Permanent Impact		Temporary Impact		Mitigation for Permanent Impacts (3:1 Ratio)		Mitigation for Temporary Impacts (1:1 Ratio)		Total Mitigation for Project Impacts	
	PA&ED	PS&E	PA&ED	PS&E	PA&ED	PS&E	PA&ED	PS&E	PA&ED	PS&E
<i>Upland Dispersal / Foraging / Refugia Habitat</i>										
Grasslands	22.83	21.20	19.71	23.87	68.49	63.6	19.71	23.87	88.20	87.47
Forests and Woodlands	2.61	3.40	2.67	2.93	7.83	10.2	2.67	2.93	10.50	13.13
Scrubland	0.17	0.14	0.05	0.34	0.51	0.42	0.05	0.34	0.56	0.76
Disturbed Vegetation (ruderal, landscaped, and agriculture/pasture)	12.96	15.35	8.43	10.91	38.88	46.05	8.43	10.91	47.31	56.96
<i>Subtotal</i>	<i>38.57</i>	<i>40.09</i>	<i>30.86</i>	<i>38.05</i>	<i>115.71</i>	<i>120.27</i>	<i>30.86</i>	<i>38.05</i>	<i>146.57</i>	<i>158.32</i>
<i>Aquatic Non-Breeding Dispersal / Foraging Habitat</i>										
Baltic and Mexican rush marshes, pale spike rush marshes, ephemeral & intermittent channels	0.03	0.07	0.10	0.16	0.09	0.21	0.10	0.16	0.19	0.37
<i>Potential Aquatic Breeding Habitat</i>										
Hardstem bulrush marsh and wetland in Fremont cottonwood marsh	0.15	0.17	0.08	0.21	0.45	0.51	0.08	0.21	0.53	0.72
Total	38.75	40.33	31.04	38.42	116.25	120.99	31.04	38.42	147.29³	159.41³

Notes:

1. Vegetation communities mapped based on their dominant species. Some seasonal wetlands were identified within woodland communities.
2. Acreages rounded to the nearest hundredth, so values shown for each vegetation type in table may not add up to total acreage shown.
3. Approximately 38.42 acres of the total mitigation will be completed through on-site restoration.

Construction of the proposed Mitigation Project will result in additional impacts to habitat for both species. The mitigation work will permanently impact 1.32 acres of annual grassland that

NEPA/CEQA RE-VALIDATION FORM

provides upland dispersal, foraging, and refugia habitat and <0.01 acre of perennial drainage that provides aquatic non-breeding dispersal and foraging habitat. Construction access, staging and storage, and other temporary ground disturbance will result in temporary impacts to 2.63 acres of annual grassland, 0.41 acre of perennial drainage, and 0.02 acre of ephemeral drainage (also aquatic non-breeding dispersal and foraging habitat).

The following revisions to EIR/FONSI Table 2.3.5-3 show modifications to impacts and proposed mitigation for Alameda whipsnake.

Table 2.3.5-3 [Revised]: Proposed Compensatory Mitigation for Impacts to Alameda Whipsnake Habitat

Habitat Type ¹	Acres ²									
	Permanent Impact		Temporary Impact		Mitigation for Permanent Impacts (3:1 Ratio)		Mitigation for Temporary Impacts (1:1 Ratio)		Total Mitigation for Project Impacts	
	PA&ED	PS&E	PA&ED	PS&E	PA&ED	PS&E	PA&ED	PS&E	PA&ED	PS&E
Grasslands	8.69	6.36	11.52	9.95	26.07	19.08	11.52	9.95	37.59	29.03
Forests and Woodlands	1.82	2.62	2.13	2.32	5.46	7.86	2.13	2.32	7.59	10.18
Scrubland	--	0	--	0.26	--	0	--	0.26	--	0.26
Disturbed Vegetation (ruderal, landscaped, and agriculture/pasture)	6.15	7.38	4.71	7.57	18.45	22.14	4.71	7.57	23.16	29.71
Marsh Vegetation Communities	<0.01	0.02	0.07	0.22	<0.01	0.06	0.07	0.22	0.07	0.28
Total	16.67	16.38	18.42	20.32	50.01	49.14	18.42	20.32	68.43³	69.46

Notes:

1. Vegetation communities mapped based on their dominant species.
2. Acreages rounded to the nearest hundredth, so values shown for each vegetation type in table may not add up to total acreage shown.
3. Approximately 20.32 acres of the total mitigation will be completed through on-site restoration.

Construction of the proposed Mitigation Project will not impact the Alameda whipsnake, as the facility lacks suitable habitat for the species.

Lighting impacts. EIR/FONSI Section 1.4.4 (Safety Features) stated that additional lighting would be added to improve roadway visibility. Since then, as noted above, USFWS and CDFW began requiring analysis of species habitat impacts from projects that add lighting. The following table summarizes habitat impacts to California tiger salamander and California red-legged frog from new project lighting.

Vegetated Areas with Suitable Habitat for California Tiger Salamander and California Red-Legged Frog Projected to Receive 0.01 Lux or Greater

Habitat type for California tiger salamander and California red-legged frog	Lighting without back-side shielding (acres)	Lighting with back-side shielding (acres)
Aquatic breeding	0.84	0.07
Aquatic non-breeding	0.11	0.07
Upland foraging	33.35	18.19
Total	34.29	18.33

Project lighting is not anticipated to affect Alameda whipsnake.

NEPA/CEQA RE-VALIDATION FORM

Administrative note. EIR/FONSI Section 2.3.5.3, Table 2.3.5-1 identified the effect finding for critical habitat for California red-legged frog and Alameda whipsnake as No Adverse Modification, as opposed to No Effect or Not Likely to Adversely Effect. The term 'No Adverse Modification' is consistent with the U.S. Fish and Wildlife Service and National Marine Fisheries Service 1998 *Endangered Species Consultation Handbook* and the project's Biological Opinion, dated December 5, 2017 (No. 08ESMF00-2017-F-3304-1; see EIR/FONSI Appendix C).

Changes to avoidance, minimization, and/or mitigation measures since the environmental document was approved.

Biological Resources

Natural Communities

Vegetation Communities

Measure BIO-2 in EIR/FONSI Section 2.3.1.3 stated that compensatory mitigation for temporary impacts to sensitive vegetation communities or natural communities of concern, including valley oak woodland, red willow thickets, Fremont cottonwood forests, and riparian scrub and forest, would be provided through on-site and off-site replanting, depending on space available.

To compensate for the loss of sensitive vegetation communities (specifically riparian vegetation), the on-site replanting plan includes on-site restoration/establishment of 4,581 linear feet of riparian habitat (1,658 linear feet of trees and 2,055 linear feet of shrubs). Compensatory mitigation for individual riparian trees is described below. This approach is consistent with Measure BIO-2.

Trees

Measure BIO-4 in EIR/FONSI Section 2.3.1.3 stated that tree removal would be mitigated through planting at a 3:1 ratio for all native species within riparian areas, and for coast live oaks and valley oaks in oak woodlands (including uplands); and at a minimum 1:1 ratio for other trees. The performance criteria for replacement tree plantings was stated as 70 percent survival of all plantings at the end of the monitoring period (3 to 10 years).

As described in the *Vegetation Restoration Plan, SR 84 Expressway Widening and SR 84/I-680 Interchange Improvements Project* (AECOM, March 2020), tree replacement is proposed to be mitigated as follows:

- Native riparian trees as well as coast live oaks, valley oaks, and blue oaks in uplands will be replaced at a 3:1 ratio. This also applies to the tree replanting area on SFPUC property along I-680.
- All other native upland trees will be replaced at a minimum 1:1 ratio.

NEPA/CEQA RE-VALIDATION FORM

- To account for mortality, twice as many trees will be initially established for riparian California native trees, and a 3:1 replacement ratio will be applied for all upland trees.

Replacement trees will be provided both on-site and off-site as follows, in accordance with the *Vegetation Restoration Plan, SR 84 Expressway Widening and SR 84/I-680 Interchange Improvements Project* (AECOM, March 2020):

- On-site replacement planting of 262 native riparian trees along creek corridors (the maximum that space allows).
- Off-site planting (riparian woodland enhancement) of remaining 215 of required 477 replacement trees as part of turn-key project at Collier Canyon Preserve.
- On-site restoration of temporarily impacted areas.

These ratios will provide a greater number overall of replacement trees than those proposed in Measure BIO-4.

Migratory Corridors

Measure BIO-5 in EIR/FONSI Section 2.3.1.3 stated that new project lighting would use bulbs no greater than 235 watt LED with a color temperature no greater than 4,000 Kelvins (K). In accordance with the Biological Opinion Amendment, the bulbs used in new fixtures will be no greater than 150 watt LED with a color temperature no greater than 2,700 K.

Wetlands and Other Waters of the United States

Measure BIO-7 in EIR/FONSI Section 2.3.2.5 stated that permanent impacts to USACE jurisdictional wetlands would be mitigated at a minimum 3:1 ratio, and temporary impacts at a minimum 1:1 ratio; stormwater features that are waters of the State would be replaced on-site at a minimum 1:1 ratio; and impacts to riparian habitat would be mitigated through a combination of on-site enhancement of existing habitat and restoration of land within riparian corridors, through the planting of native riparian tree, shrub, and forb species.

Measure BIO-7 also stated that proposed compensation for wetland impacts included purchase of credits at a local mitigation bank, on-site restoration of existing wetlands and waters within the Caltrans right-of-way, and on-site restoration in temporarily impacted areas. If mitigation credits were not available at the Collier Canyon facility, mitigation would be provided at another mitigation bank facility, or through a combination of on- and off-site mitigation. Due to approval delays Collier Canyon Mitigation and Conservation Bank, off-site compensatory mitigation will be provided by the Mitigation Project (see "Changes in Project Design," above).

Compensatory mitigation for USACE jurisdictional wetlands will be provided at a 3:1 ratio for permanent impacts (0.6 acre of seasonal wetland establishment by the Mitigation Project) and 1:1 ratio for temporary impacts (on-site restoration). Compensatory mitigation for USACE jurisdictional other waters of the U.S. will be provided at a 1:1 ratio for both permanent (0.04 acre of ephemeral drainage rehabilitation by the Mitigation Project) and temporary impacts (on-site restoration).

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For unlined drainage ditches (waters of the State), permanent impacts will be offset by on-site creation at a minimum 1:1 ratio (approximately 28,217 linear feet), and temporary impacts will be restored on-site at a 1:1 ratio (6,170 linear feet). See "Natural Communities" above for mitigation of riparian impacts.

For impacts to other waters of the U.S. from the Mitigation Project, compensation through revegetation with an appropriate assemblage of native riparian wetland and upland vegetation is proposed to promote restoration of the area to pre-project conditions.

Threatened and Endangered Species

Changes in compensatory mitigation acreages for California red-legged frog and California tiger salamander are shown in Table 2.3.5-2 [Revised], above. Changes in compensatory mitigation for Alameda whipsnake are shown in Table 2.3.5-3 [Revised], above.

EIR/FONSI Section 2.3.5.4 stated that compensatory mitigation for impacts to biological resources would be provided through purchase of credits at Collier Canyon Mitigation and Conservation Bank (which was still in review), or arrangements would be made to purchase credits at a nearby facility such as Oursan Ridge Conservation Bank or another off-site mitigation arrangement would be made. This approach was proposed in Measures BIO-17 and BIO-18. Due to approval delays Collier Canyon Mitigation and Conservation Bank, off-site compensatory mitigation will be provided as follows:

- Purchase of 70 acres of multi-species credits for California tiger salamander, California red-legged frog, and Alameda whipsnake upland habitat at Ohlone West Conservation Bank.
- Purchase of mitigation values at Collier Canyon Preserve for 78.86 acres of upland grassland habitat, 0.19 acres of seasonal wetland rehabilitation (aquatic nonbreeding habitat), and 0.53 acres of seasonal pond establishment (aquatic breeding habitat) for California tiger salamander and California red-legged frog (included in the Mitigation Project).

Additional compensatory mitigation for impacts to California tiger salamander and California red-legged frog from the Mitigation Project are not proposed. The Mitigation Project would support population growth through the protection of an existing self-sustaining population and by enhancing and creating breeding and upland habitat that is contiguous to, and accessible from, occupied breeding habitat. The construction of 0.72 acre of seasonal pond for California tiger salamander and California red-legged frog breeding habitat, combined with the other proposed mitigation actions from the Mitigation Project, will provide long-term ecological benefits that offset the associated impacts. With implementation of the proposed conservation measures, no additional compensatory mitigation is proposed.

All temporarily disturbed habitats will be restored on-site following guidelines and plans incorporated in the Mitigation Project's Vegetation Restoration Plan, which includes detailed specifications for restoring all temporarily disturbed areas, such as seed mixes, application methods, plantings, erosion control, and schedule.

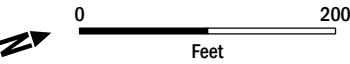
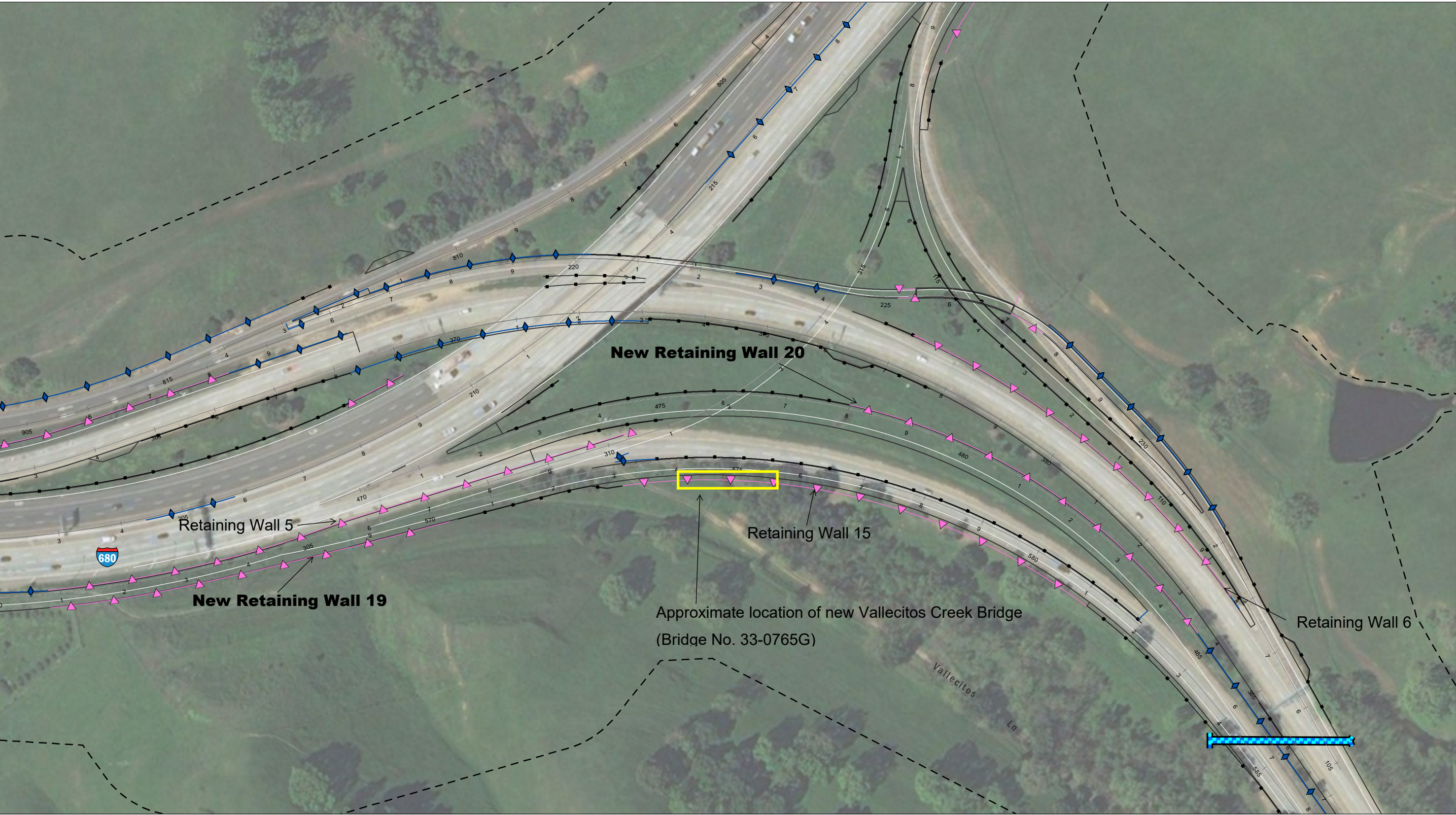
NEPA/CEQA RE-VALIDATION FORM

Changes to environmental commitments since the environmental document was approved, e.g., the addition of new conditions in permits or approvals. When this applies, append a revised Environmental Commitments Record (ECR) as one of the Continuation Sheets.

The revised ECR is included in Attachment B.

Attachments

- A. New Bridge and Retaining Wall Locations
- B. Environmental Commitments Record



Source: ESRI, 2019; USDA, 2019; WMH, 2019

SR 84 Expressway Widening and
SR 84/I-680 Interchange Improvements Project
Alameda County

- | | |
|------------------|----------------------------|
| Action Area | Retaining Wall |
| Concrete Barrier | Pavement Edge |
| Guardrail | Lane Line |
| | Wildlife Crossing Culverts |

ATTACHMENT A
New Bridge and Retaining Wall Locations

SR 84 Expressway Widening and SR 84/I-680 Interchange Improvements Project

ALA-84-17.9/22.9, ALA-680-10.3/15.3

Project Phase: 1

EP: Ellen Doudna

510-847-3804

CL:

RE:

Permits							
Permit	Agency	Date Submitted	Date Received	Expiration	Requirements Name	Completed Date	Comments
401	Regional Water Quality Control Board	10/17/19	6/24/20	--			WDID#: 2 CW435077
404 Nationwide Permit 14	U.S. Army Corps of Engineers	10/1/19	6/10/20	3/18/22			SPN-2017-00226S
1602	California Department of Fish & Wildlife	10/22/19					
Incidental Take Permit	California Department of Fish & Wildlife	11/21/19					
BO	U.S. Fish & Wildlife Service	--	12/5/17				No. 08ESMF00-2017-F-3304-1
BO Amendment	U.S. Fish & Wildlife Service	11/26/19	4/22/20				No. 08ESMF00- 2017-F-3304-R001-1

PS&E/Before RTL							
Task and Description	Source	SSP/NSSP	Responsible Party	Task Completed		Action to Comply	Remarks/ Due Date
				Name	Date		
Community Character and Cohesion, Utilities/Emergency Services, Traffic and Transportation/Pedestrian and Bicycle Facilities							
Prepare Transportation Management Plan. During the final design phase for the Build Alternative, a Transportation Management Plan (TMP) will be prepared in accordance with Caltrans requirements and guidelines to minimize the construction-related delays and inconvenience for travelers in the project area.	EIR/FONSI Section 2.1.6.4	SSP	Caltrans Design			Completed TMP for 100% PS&E	
Visual/Aesthetics							
Avoid Extraneous Structures. Attach all electronic toll readers to sign gantries, to the extent feasible.	EIR/FONSI Section 2.1.10.4	NA	Caltrans Office of Landscape Architecture			Completed for 100% PS&E	No toll readers on separate gantries

Task and Description	Source	SSP/NSSP	Responsible Party	Task Completed		Action to Comply	Remarks/ Due Date
				Name	Date		
Aesthetic Treatments. Incorporate aesthetic treatments to retaining walls, barriers and bridges.	EIR/FONSI Section 2.1.10.4	SSP	Caltrans Office of Landscape Architecture			Completed for 100% PS&E	
<i>Cultural Resources</i>							
Demarcate Archaeological Monitoring Area. Ensure that the Archaeological Monitoring Area (AMA) for site CA-ALA-656 is clearly described and illustrated in the plans, specifications and estimates (PS&E) for the project.	Post-Review Discovery and Monitoring Plan	SSP 14-2.03B	Caltrans Office of Cultural Resource Studies			See 100% PS&E sheets L-8 and L-9	
Confirm mapping of Archaeological Monitoring Area. All responsible parties will review the PS&E package to ensure that it includes the AMA.	Post-Review Discovery and Monitoring Plan	NA	Caltrans Office of Cultural Resource Studies			Completed for 100% PS&E	
Post-Review Discovery and Monitoring Plan. Include Post-Review Discovery and Monitoring Plan (PRD & MP) in ECR.	Post-Review Discovery and Monitoring Plan	NA	Caltrans Office of Cultural Resource Studies			The PRD & MP is incorporated by reference.	
<i>Geology/Soils/Seismic/Topography</i>							
Perform Geotechnical Investigations. The investigations will include site-specific evaluation of subsurface conditions at the location of proposed structure footings and proposed retaining walls as well as investigations for earthquake-induced liquefaction, soil expansion, soil corrosivity, and compaction settlement. An evaluation of construction dewatering will be included as a part of the field investigation program to provide the basis for construction dewatering plans used for final design.	EIR/FONSI Section 2.2.3.4	NA	Caltrans Design and Office of Geotechnical Design West			Completed for 100% PS&E	
<i>Paleontology</i>							
Update Paleontological Mitigation Plan. Update and finalize the Paleontological Mitigation Plan once project design is nearly complete.	EIR/FONSI Section 2.2.4.4	NA	Caltrans Design and Office of Geotechnical Design West				
<i>Hazardous Waste/Materials</i>							
Perform Preliminary Site Investigation.	EIR/FONSI Section 2.2.5.4	SSP	Caltrans Office Of Environmental Engineering			PSI approved February 2019	
ADL and other regulated materials.	EIR/FONSI Section 2.2.5.4	SSP	Caltrans Office Of Environmental Engineering				
<i>Biology</i>							
Environmental Permits. Caltrans will include a copy of the all relevant permits within the construction bid package of the proposed project. The Resident Engineer or their designee will be responsible for implementing the Conservation Measures and Terms and Conditions of the Biological Opinion.	Biological Opinion. Page 12, Item 1	SSP	Caltrans Office of Biological Sciences and Permitting				
Preconstruction							
<i>Cultural Resources</i>							
Construction Alert Handout for Cultural Materials. Consultant archaeologist will prepare construction alert illustrating cultural materials likely to be present. Alameda CTC Project Manager and AECOM Project Engineer will ensure distribution of construction alert sheet to all construction contractors working in AMA.	Post-Review Discovery and Monitoring Plan	NA	Caltrans Office of Cultural Resource Studies				

Task and Description	Source	SSP/NSSP	Responsible Party	Task Completed		Action to Comply	Remarks/ Due Date
				Name	Date		
Preconstruction Cultural Resources Meeting. Consultant archaeologist and Alameda CTC will identify a time and location for a preconstruction meeting and ensure attendance of all construction contractors. At preconstruction meeting, archaeologists and Native American monitors will discuss nature of archaeological resource, legal obligations, provisions of the PRD&MP, and procedures to follow in the event that artifacts are found.	Post-Review Discovery and Monitoring Plan	NA	Caltrans Office of Cultural Resource Studies				
Field review of AMAs at least one week prior to construction.	Post-Review Discovery and Monitoring Plan	NA	Caltrans Office of Cultural Resource Studies				
<i>Water Quality and Storm Water Runoff</i>							
Prepare SWPPP. The General Construction Permit will require the Contractor to submit a storm water pollution prevention plan (SWPPP). This plan must meet the standards and objectives to minimize storm water pollution impacts set forth in Section 13.37 of the Caltrans Standard Specifications. The SWPPP must also comply with the goals and restrictions identified in the RWQCB's Basin Plan. Any additional measures included in the Water Quality Certification will be implemented.	EIR/FONSI Section 2.3.2.4	SSP	Caltrans Design and Office of Stormwater Coordination				
Water Diversion Plan. A Water Diversion Plan will be submitted to the appropriate regulatory agencies for approval at least 30 days prior to construction.	404 application, Section 4.3	SSP	Caltrans Design and Office of Stormwater Coordination				
<i>Paleontology</i>							
Paleontological Monitoring. Include contract requirement stating that paleontological monitoring will occur in accordance with the Paleontological Mitigation Plan.	EIR/FONSI Section 2.2.4.4	NA	Caltrans Design and Office of Geotechnical Design West				
<i>Biology</i>							
Environmentally Sensitive Area (ESA) Fencing. Before the start of construction, ESA fencing will be delineated on site to prevent construction encroachment into the sensitive habitats adjacent to the project footprint. The final project plans will outline how the fencing will be installed. The bid solicitation package special provisions will specify acceptable fencing material and prohibited construction-related activities, vehicle operation, material and equipment storage, and other surface-disturbing activities within ESAs.	Biological Opinion. Page 4, Item 1	SSP	Caltrans Office of Biological Sciences and Permitting				
Wildlife Exclusion Fencing. Prior to the start of construction in individual construction areas, wildlife exclusion fencing will be installed along the project footprint in all areas where the Central California tiger salamander, California red-legged frog, or Alameda whipsnake could enter the active site. The fencing will remain in place throughout the duration of the construction activities within the individual work areas and will be regularly inspected and fully maintained. Repairs to the fence will be made within 24 hours of discovery. Upon completion of activities within the given area, the fence will be completely removed; the area cleaned of debris and trash, and returned to natural conditions.	Biological Opinion page 11, item 12	SSP	Caltrans Office of Biological Sciences and Permitting				
<i>Threatened and Endangered Species</i>							
Biological Monitors. At least 15 days prior to the onset of any ground-disturbing activities, including vegetation removal, Caltrans will submit to the Service, for approval, the name(s) and credentials of proposed biological monitors.	Biological Opinion page 9, item 3	SSP	Caltrans Office of Biological Sciences and Permitting				

Task and Description	Source	SSP/NSSP	Responsible Party	Task Completed		Action to Comply	Remarks/ Due Date
				Name	Date		
Responsibilities of Biological Monitors. The approved biologist(s) will be on-site during initial ground-disturbing activities, including vegetation removal, and thereafter as needed to fulfill the role of the approved biologist as specified in project permits. The approved biologist(s) will keep copies of applicable permits in their possession when on-site. Through the Resident Engineer or their designee, the approved biologist(s) will be given the authority to communicate either verbally, by telephone, e-mail or hardcopy with all project personnel to ensure that take of listed species is minimized and permit requirements are fully implemented. Through the Resident Engineer or their designee, the approved biologist(s) will have the authority to stop project activities to minimize take of listed species or if they determine that any permit requirements are not fully implemented. If the approved biologist(s) exercises this authority, the Service will be notified by telephone and e-mail within 24 hours.	Biological Opinion page 10, item 7	NA	Caltrans Office of Biological Sciences and Permitting				
Compensatory Mitigation. Caltrans will provide compensation for Central California tiger salamander, California red-legged frog, and Alameda whipsnake habitat loss at 1:1 for temporary habitat loss and 3:1 for permanent habitat loss. Compensation for temporary habitat loss will be satisfied with successful onsite restoration. Compensation for permanent habitat loss will be satisfied through purchase of credits at a Service-approved conservation bank or through other Service-approved off-site compensation options. Permanent impacts to USACE jurisdictional wetlands will be mitigated at a minimum 3:1 ratio, and temporary impacts at a minimum 1:1 ratio. Stormwater features that are waters of the State will be replaced on-site at a minimum 1:1 ratio. Impacts to riparian habitat will be mitigated through a combination of on-site enhancement of existing habitat and restoration of land within riparian corridors, through the planting of native riparian tree, shrub, and forb species.	Biological Opinion. Page 12, Item 2 EIR/FONSI Section 2.3.1.3	SSP	Caltrans Office of Biological Sciences and Permitting				
<i>Natural Communities</i>							
A Tree Protection Plan will be implemented to minimize damage to native trees during construction.	EIR/FONSI Section 2.3.1.3, Vegetation Restoration Plan	NA					Vegetation Restoration Plan
<i>Wetlands and Other Waters of the United States</i>							
Protection of Vallecitos Creek. ESA fencing will be installed along the length of Vallecitos Creek within the Project footprint. Best management practices (BMPs) will be implemented along the ESA fencing, and will include, but are not limited to, the installation of straw wattles or silt fencing to prevent disturbed soils or construction debris from entering the creek.	ITP application, Section 2.3.3	SSP	Caltrans Office of Biological Sciences and Permitting				

Task and Description	Source	SSP/NSSP	Responsible Party	Task Completed		Action to Comply	Remarks/ Due Date
				Name	Date		
Threatened and Endangered Species							
Nest Protection. All clearing and grubbing of woody vegetation will occur by hand or with hand tools between September 1 and October 15, outside of the bird nesting season and prior to the rainy season. If for any reason this schedule cannot be met, surveys for nesting migratory birds will be conducted before clearing begins. All nest avoidance requirements of the MBTA and California Fish and Game Code will be observed. If active nests are discovered, a buffer will be set up around the immediate vicinity of the nest to keep construction activities from disturbing the nest. Vegetation clearing will resume only when the hatchlings have fledged. An approved biologist(s) will be present during all grubbing and vegetation clearing activities.	Biological Opinion page 5, item 2	SSP	Caltrans Office of Biological Sciences and Permitting, Caltrans Resident Engineer				
Preconstruction Bird Surveys. Preconstruction surveys for migratory birds, raptors, other special-status bird species, and appropriate nesting habitat will be conducted within 50 feet of the construction area no more than three days prior to ground disturbing activities. If preconstruction surveys indicate the presence of any migratory bird nests where activities will directly result in bird injury or death, a buffer zone of 50 feet will be placed around the nest. In the event that an active nest is found after the completion of preconstruction surveys and after construction begins, all construction activities within a 50-foot radius will be stopped until an approved biologist(s) has evaluated the nest and erected the appropriate buffer around it. If an active raptor or special-status species nest is found, CDFW will be consulted to determine the appropriate buffer area to be established around the nesting site and the type of buffer to be used, which typically is ESA fencing. An approved biologist(s) will delineate the buffer using ESA fencing, pin flags, and/or yellow caution tape. The buffer zone will be maintained around all active nest sites until the young have fledged and are foraging independently. If establishment of a buffer is not feasible, CDFW will be contacted for further avoidance and minimization guidelines. A biological monitor will be present during the raptor nesting season.	EIR/FONSI Section 2.3.3.4	SSP	Caltrans Office of Biological Sciences and Permitting				
Preconstruction Surveys for Threatened and Endangered Species. Preconstruction surveys for the Central California tiger salamander, California red-legged frog, and Alameda whipsnake will be conducted by the approved biologist(s) no more than 20 calendar days prior to any initial ground disturbance, including vegetation removal, within habitat identified for the species in the July 2017 BA and the November 26, 2019/April 7, 2020 revision. These efforts will consist of walking surveys of the project limits and, if possible, accessible adjacent areas within at least 50 feet of the project limits. The approved biologist(s) will investigate potential cover sites when it is feasible and safe to do so. This includes thorough investigation of mammal burrows, rocky outcrops, appropriately sized soil cracks, tree cavities, and debris. Native vertebrates found in the cover sites within the project limits will be documented and relocated to an adequate cover site in the vicinity. The approved biologist(s) will also survey and monitor for signs of San Joaquin kit fox. If a kit fox or its sign is observed, the Service will be contacted to determine the available options and if reinitiation is appropriate.	Biological Opinion page 9, item 4 Biological Opinion page 10, item 6	NA	Caltrans Office of Biological Sciences and Permitting				

Task and Description	Source	SSP/NSSP	Responsible Party	Task Completed		Action to Comply	Remarks/ Due Date
				Name	Date		
Preconstruction Surveys for Special-Status Plants. Prior to the commencement of construction activities, a qualified biologist shall conduct appropriately timed surveys for big tarplant, round-leaved filaree, Congdon's tarplant, and California alkali grass. To correspond with these species' blooming period, the surveys shall include botanical inventories during March through May (the blooming period of round-leaved filaree and California alkali grass) and July through September (the blooming period of big tarplant, and Congdon's tarplant). If listed plant species are discovered within the construction area, protective measures will be established. These protective measures will include setting a temporary protective buffer around the plant and conducting appropriate agency coordination, which may result in moving the species to another location within Caltrans ROW and then replanting the species during the restoration phase of the project.	EIR/FONSI Section 2.3.3.4	NA	Caltrans Office of Biological Sciences and Permitting				
Surveys for Threatened and Endangered Species Immediately Prior to Disturbance. The approved biologist(s) will perform a Central California tiger salamander, California red-legged frog, and Alameda whipsnake clearance survey immediately prior to the initial ground disturbance or vegetation removal. Safety permitting, the approved biologist(s) will investigate areas of disturbed soil for signs of the listed species within 30 minutes following the initial disturbance of that given area.	Biological Opinion page 10, item 8	NA	Caltrans Office of Biological Sciences and Permitting				
Preconstruction Surveys for Special-Status and "High Priority" Bats. Focused preconstruction surveys will be conducted for all areas that provide suitable bat roosting habitat, including human-made structures, snags, rotten stumps, mature trees with broken limbs, exfoliating bark, and dense foliage. Sensitive habitat areas and roost sites will be avoided to the maximum extent practicable. To avoid mortality and reproductive loss, Caltrans may limit tree removal between September 1 and April 14, outside the breeding season, so as not to disturb maternal colonies or roosts. If potential roost sites (e.g., trees, snags) are to be removed or trimmed, limbs smaller than 3 inches in diameter will be cut and the tree will be left overnight to allow any bats using the tree/snag for roosting time to leave and find another roost. A biological monitor will be present during the trimming or removal of trees/snags. If occupied sites are observed in the BSA, Caltrans will contact CDFW to report occurrences for the agency's database. Caltrans will provide an appropriate buffer between any occupied roost and construction activities. In addition, nighttime construction will be limited. Bat Day and Night Roost Avoidance. If deemed necessary, specific day and night bat roost avoidance and minimization measure will be developed through technical assistance with CDFW and bat specialists.	EIR/FONSI Section 2.3.3.4	NA	Caltrans Office of Biological Sciences and Permitting				

Task and Description	Source	SSP/NSSP	Responsible Party	Task Completed		Action to Comply	Remarks/ Due Date
				Name	Date		
Western Pond Turtle: Training and Pre-Disturbance Surveys. Before any construction activities begin, an approved biologist(s) shall conduct a training session for all construction personnel. At a minimum, the training shall include a description of the western pond turtle and its aquatic and upland nesting habitat, the general measures that are being implemented to conserve the western pond turtle as they relate to the project, and the boundaries within which the project may be accomplished. An approved biologist(s) shall survey the work site no more than 48 hours before the onset of activities for signs of western pond turtles and/or western pond turtle nesting activity (i.e. recently excavated nests, nest plugs) or nest depredation (partially to fully excavated nest chambers, nest plugs, scattered egg shell remains, egg shell fragments). Preconstruction surveys to detect western pond turtles should focus on suitable aerial and aquatic basking habitat such as logs, branches, rootwads, and rip-rap, as well as the shoreline and adjacent warm, shallow waters where pond turtles may be present below the water surface beneath algal mats or other surface vegetation. Preconstruction surveys to detect western pond turtle nesting activity should be concentrated within 402 meters (1,319 feet) of suitable aquatic habitat and should focus on areas along south- or west-facing slopes (Jennings and Hayes 1994; Holland 1991) with bare hard-packed clay, silt soils, or a sparse vegetation of short grasses or forbs. If western pond turtles or their nesting sites are found, the biologist shall contact CDFW to determine whether relocation and/or exclusion buffers and nest enclosures are appropriate. If CDFW approves of moving the animal, the biologist shall be allowed sufficient time to move the western pond turtle(s) from the work site before work activities begin.	EIR/FONSI Section 2.3.3.4	NA	Caltrans Office of Biological Sciences and Permitting				
Preconstruction Surveys for Tule Elk. Focused species surveys will be conducted to determine the presence of tule elk in the project area, prior to the start of construction. If tule elk are observed within or immediately adjacent to the project area during construction, a stop work order may be issued until the individual, or herd, has moved away from the site.	EIR/FONSI Section 2.3.3.4	NA	Caltrans Office of Biological Sciences and Permitting				
Preconstruction Surveys for San Francisco Dusky-Footed Woodrat. Potential Trapping and Relocation. If suitable habitat is not available for relocation of the woodrats in the project vicinity, offsite locations will be identified. Trapping of the woodrats will be conducted by an approved biologist(s) with a current CDFW collection permit to trap and relocate the species. Ideally, the trapping will occur outside of the breeding period, between September and December.	EIR/FONSI Section 2.3.3.4, Woodrat Avoidance and Mitigation Plan	NA	Caltrans Office of Biological Sciences and Permitting				
Preconstruction Surveys for American Badger. Preconstruction surveys will be conducted within the project footprint in areas of suitable habitat to identify dens or signs of American badger. These surveys will be conducted no more than 30 days before the start of ground-disturbing activities and will be phased with project build-out. If an American badger is detected on site at any time during these surveys, CDFW will be contacted to discuss ways to proceed with the project and to avoid take to the maximum extent practicable.	EIR/FONSI Section 2.3.3.4	NA	Caltrans Office of Biological Sciences and Permitting				

Task and Description	Source	SSP/NSSP	Responsible Party	Task Completed		Action to Comply	Remarks/ Due Date
				Name	Date		
Onsite Construction Personnel Education Program. All construction personnel will attend an environmental education program delivered by the approved biologist(s) prior to working on the project site. The program will include a brief summary of the vernal pool fairy shrimp, Central California tiger salamander, California red-legged frog, Alameda whipsnake, and San Joaquin kit fox life histories, identification, and the conservation measures relevant to their tasks. Personnel will be briefed on the animals' legal protection under the Act and the personal penalties and other consequences that could be associated with noncompliance. Attendees names will be logged on a sign-in sheet which will be kept on file and available to the Service upon request.	Biological Opinion page 10, item 10	NA	Caltrans Resident Engineer, Caltrans Office of Biological Sciences and Permitting				
Removal of Aquatic Exotic Wildlife. The approved biologist(s) will kill any aquatic exotic wildlife species, such as bullfrogs and crayfish found in the project footprint, to the extent possible.	Biological Opinion page 11, item 15	NA	Caltrans Office of Biological Sciences and Permitting				
Inspection by Resource Agency Personnel. If requested, before, during, or upon completion of groundbreaking and construction activities, Caltrans will allow access by Service personnel into the project footprint to inspect the project and its activities.	Biological Opinion page 15, item 37	NA	Caltrans Resident Engineer				
<i>Vegetation Communities</i>							
Vegetation Preservation. Native vegetation will be cleared only when necessary and will be cut above soil level except in areas that will be excavated, such as for utility relocation or structure footing installation. This will allow plants that reproduce vegetatively to resprout later.	Biological Opinion page 5, item 2	NA	Caltrans Resident Engineer, Caltrans Office of Biological Sciences and Permitting				
Tree Preservation. Caltrans will make an effort to reduce impacts to trees in temporary impact areas and along the edge of the project footprint to the greatest extent possible during construction by designating trees on plan sheets and marking protected areas (the CRZ) around trees with high visibility polypropylene ESA fencing. Only those trees requiring removal will be cut down. Whenever possible, trees will be trimmed rather than removed. To avoid potential damage to retained trees, trees will be safeguarded during construction through implementation of the following measures as applicable: <ul style="list-style-type: none"> • No construction equipment, vehicles or materials shall be stored, parked or staged within the CRZ; and • Work will not be performed within the CRZ of remaining trees without consultation with an ISA-certified arborist. If trees are damaged during construction and become unhealthy or die, the damaged tree(s) will be removed and replaced. 	EIR/FONSI Section 2.3.1.2	NA	Caltrans Resident Engineer, Caltrans Office of Biological Sciences and Permitting				
Fenced Tree Buffers. Protected trees will be fenced around the drip line to limit construction impacts to the canopy and root zone. The buffer size may be adjusted on a tree-by-tree basis to ensure survival of protected trees.	Biological Opinion, Page 5, Item 1	NA	Caltrans Resident Engineer, Caltrans Office of Biological Sciences and Permitting				

Task and Description	Source	SSP/NSSP	Responsible Party	Task Completed		Action to Comply	Remarks/ Due Date
				Name	Date		
Vallecitos Creek Riparian Corridor. As many trees and as much brush as possible will be retained along the Vallecitos Creek riparian corridor, emphasizing shade-producing and bank-stabilizing vegetation. Prior to construction, equipment access points through Vallecitos Creek riparian corridor will be established to minimize riparian disturbance. Pre-existing access points will be used whenever possible.	1602 Permit Application, Page 13	NA	Caltrans Resident Engineer, Caltrans Office of Biological Sciences and Permitting				
Tree Replanting. Tree removal will be mitigated through planting at a 3:1 ratio on-site, to the maximum extent possible given space available, for all native species within riparian areas, and for coast live oaks and valley oaks in oak woodlands (including uplands). For other tree species removed in upland areas, Caltrans will provide tree replacement on-site at a minimum 1:1 ratio in the space available. A 3:1 ratio is standard for replacement of impacted oak trees on Caltrans projects. The need for some off-site upland and riparian tree planting is anticipated. Replanted areas will be monitored for success for up to 10 years. The performance criteria for replacement of tree plantings is 60 percent survival of all plantings at the end of the monitoring period (3 to 10 years). If survival drops below 60 percent during the monitoring period, the project sponsor will replace plantings to bring survival above this level. Precise planting locations will be identified during the final design phase. Potentially suitable locations have been selected based on soil types, existing drainage patterns, and surrounding habitat types. Riparian habitat removed along Vallecitos Creek will be offset by planting trees in locations where there are currently gaps in the riparian overstory. Planting of trees will occur within the Caltrans ROW. Details for off-site planting and riparian tree planting success criteria will be determined during the project permitting process with CDFW (1602 Streambed Alteration Agreement) and RWQCB (401 Certification).	EIR/FONSI Section 2.3.1.2 Vegetation Restoration Plan	NA	Caltrans Resident Engineer, Office of Landscape Architecture				
Construction							
<i>Visual/Aesthetics</i>							
Avoid Root Damage from Trenching. When trenching for utilities, avoid trenching within drip lines of trees and screening shrubs. Directional drilling that would avoid damaging root systems of established plant material shall be used, when reasonable, as opposed to open trenching to install new conduit in places where work within the drip line would be required. Trees and screening shrubs shall be protected from damage during construction.	EIR/FONSI Section 2.1.10.4	NA	Caltrans Resident Engineer, Design, and Office of Landscape Architecture				
<i>Cultural Resources</i>							
Tribal Monitor for Ground Disturbance in Holocene Soils. A tribal monitor from the Northern Valley Yokuts shall be present for ground-disturbing activities in Holocene-age soils. Monitoring of work in modern fill, soils greater than 12,000 years old, or bedrock is not necessary. Once the tribal monitor determines that there is not danger of encountering archaeological or sacred resources in the project area, you may continue work without a monitor.	404 permit	NA	Caltrans Office of Cultural Resource Studies				
Implement Post-Review Discovery and Monitoring Plan. During project construction, implement the monitoring protocols, discovery procedures, chain of command, and treatment and analysis protocols set forth in the Post-Review Discovery and Monitoring Plan.	EIR/FONSI Section 2.1.11.4	NA	Caltrans Office of Cultural Resource Studies				

Task and Description	Source	SSP/NSSP	Responsible Party	Task Completed		Action to Comply	Remarks/ Due Date
				Name	Date		
If cultural materials are discovered during construction, all earth-moving activity within and around the immediate discovery area will be diverted until a qualified archaeologist can assess the nature and significance of the find.	EIR/FONSI Section 2.1.11.4	SSP	Caltrans Resident Engineer, Office of Cultural Resource Studies, and Project Contractor				
If human remains are discovered, California Health and Safety Code Section 7050.5 states that further disturbances and activities shall stop in any area or nearby area suspected to overlie remains. The Caltrans Branch Chief of Archaeology shall be notified, and the County Coroner contacted. If the remains are thought by the coroner to be Native American, the coroner will notify the Native American Heritage Commission (NAHC), who, pursuant to PRC Section 5097.98, will then notify the Most Likely Descendent (MLD). At this time, the person who discovered the remains will contact the Branch Chief of Archaeology so that they may work with the MLD on the respectful treatment and disposition of the remains. Further provisions of PRC 5097.98 are to be followed as applicable.	EIR/FONSI Section 2.1.11.4	SSP	Caltrans Resident Engineer, Office of Cultural Resource Studies, and Project Contractor				
Archaeologists and Native American Monitors will monitor all construction activities within the AMA.	Post-Review Discovery and Monitoring Plan	NA	Caltrans Office of Cultural Resource Studies				
<i>Noise</i>							
Noise minimization and monitoring.	EIR/FONSI Section 2.2.7.4	SSP	Caltrans, Alameda CTC, Construction contractor				
<i>Natural Communities</i>							
Minimize Night Work. To the extent practicable, nighttime construction will be minimized. Light, glare, and construction noise and vibration impacts will be addressed through the following measures: Use lighting in areas only where necessary for safety and signage. Eliminate all lighting in other areas. All lighting should be downcast to minimize lighting of natural areas, particularly in riparian areas and adjacent to drainages. Limit operation of vibration causing equipment such as pile drivers, dozers, large excavators to daylight hours when working in areas adjacent to open space. A biological monitor shall be present to observe activities of wildlife during nighttime construction adjacent to open spaces. If activities are noted to affect wildlife, biological monitor shall stop construction activities as necessary.	EIR/FONSI Section 2.3.1.3 Biological Opinion, Page 8	NA	Caltrans Resident Engineer and Office of Biological Sciences and Permitting				
Maximum Wattage Etc. for New Lighting. To avoid casting of light beyond the outer edge of pavement, all safety lights will be fitted with factory installed house-side shielding to reduce backlighting and glare. The bulbs used in the new fixtures will be no greater than 150 Watt Light Emitting Diodes with a color temperature no greater than 2,000 lumens.	Biological Opinion Amendment	NA	Caltrans Resident Engineer and Office of Biological Sciences and Permitting				

Task and Description	Source	SSP/NSSP	Responsible Party	Task Completed		Action to Comply	Remarks/ Due Date
				Name	Date		
Wetlands and Other Waters of the United States							
Work In and Near Aquatic Areas. The contractor will comply with the following standards/objectives, at times referred to as BMPs, including but not limited to the following: Where work areas encroach on wetlands, RWQCB-approved physical barriers adequate to prevent the flow or discharge of sediment into these systems will be constructed and maintained between working areas and streams, lakes, and wetlands. Discharge of sediment into culverts and storm drains will be held to a minimum during construction of the barriers. Discharge will be contained through the use of RWQCB-approved measures that will keep sediment from entering jurisdictional waters beyond the project limits. All off-road construction equipment should be cleaned of potential noxious weed sources (mud and vegetation) before entering the project footprint and after entering a potentially infested area before moving on to another area. The contractor will employ whatever cleaning methods (typically spraying with a high-pressure water hose) are necessary to ensure that equipment is free of noxious weeds. Equipment should be considered free of soil, seeds, and other such debris when a visual inspection does not disclose such material. Disassembly of equipment components or specialized inspection tools is not required. Equipment washing stations will be placed in areas that afford easy containment and monitoring (preferably outside of the project footprint) and that do not drain into sensitive (riparian, wetland, etc.) areas.	EIR/FONSI Section 2.3.2.4	SSP	Caltrans Resident Engineer and Project Contractor				
Construction Access Housekeeping. Temporary construction entrances and roadways will be used to provide access for construction activities from staging and unpaved areas. Temporary move-in/move-out locations will be used to implement permanent erosion control and revegetation work on completed slopes. Street sweeping will be used to collect sediment or debris tracked onto the roadway. A temporary concrete washout is provided to collect and dispose of concrete waste. Various other waste management, materials handling, and other housekeeping BMPs will be used throughout the duration of the project. Stockpiles of various kinds are anticipated and will be maintained with appropriate BMPs, such as temporary covers.	404 application, Section 4.3	SSP	Caltrans Resident Engineer and Project Contractor				

Task and Description	Source	SSP/NSSP	Responsible Party	Task Completed		Action to Comply	Remarks/ Due Date
				Name	Date		
<p>Dust Reduction. Caltrans Standard Specifications include the requirement to minimize or eliminate dust during project construction through the application of dust palliatives (water, dust suppressant, or dust binder). The following dust control measures will also be considered during development of Plans, Specifications, and Estimates for the project construction contract:</p> <p>Water active construction areas as needed.</p> <p>Cover all trucks hauling soil, sand, and other loose materials or require all trucks to maintain at least 2 feet of freeboard.</p> <p>Stabilize access areas (i.e. temporary access roads or entrances/ exits) with rock material and maintain as needed.</p> <p>Keep dust to a minimum during street sweeping activities. Use a vacuum whenever dust generation is excessive or sediment pickup is ineffective.</p> <p>Apply hydromulch, hydroseed, or soil stabilizers to disturbed areas if inactive for at least 14 days or prior to a forecasted rain event.</p> <p>Minimize stockpiles at jobsite. Cover active and inactive soil stockpiles and surround with a linear sediment barrier if inactive for at least 14 days or prior to a forecasted rain event. Water soil stockpiles as needed.</p> <p>Limit traffic speeds on unpaved roads to 15 mph.</p> <p>Install sandbags or other erosion control measures to prevent silt runoff to public roadways.</p> <p>Replant vegetation in disturbed areas as quickly as possible.</p>	Biological Opinion page 14, item 35	SSP	Caltrans Resident Engineer and Project Contractor				
<p>Construction Discharges. All grindings and asphaltic-concrete waste will be stored within previously disturbed areas absent of habitat and at a minimum of 150 feet from any aquatic habitat, culvert, or drainage feature.</p> <p>No debris, soil, silt, sand, bark, slash, sawdust, cement, concrete, washings, petroleum products or other organic or earthen material shall be allowed to enter into or be placed where it may be washed by rainfall or runoff into waters of the United States or drainages. No discharges of excessively turbid water will be allowed, and all equipment will be well-maintained and free of leaks.</p>	<p>Biological Opinion page 14, item 33</p> <p>EIR/FONSI Section 2.3.1.3</p>	SSP	Caltrans Resident Engineer and Project Contractor				
<p>Erosion Control. Temporary erosion control and slope stabilization BMPs will be installed before the start of the wet season (October 15 through April 15). Erosion control measures may include silt fencing, straw wattles, straw bales, coir blankets, sediment traps, and other protective measures to minimize the potential for erosion of sediment beyond the work area or degradation of water quality in adjacent aquatic habitats.</p>	EIR/FONSI Section 2.3.1.3	SSP	Caltrans Design and Office of Stormwater Coordination; Caltrans Resident Engineer and Project Contractor				

Task and Description	Source	SSP/NSSP	Responsible Party	Task Completed		Action to Comply	Remarks/ Due Date
				Name	Date		
<p>Rain Events. To mitigate for potential discharges from rain, the project contractor and Caltrans staff will monitor the forecast for qualifying storm events. This is defined as a 50 percent probability of 0.1 inch or greater precipitation. Before a qualifying storm event occurs, a qualified Caltrans stormwater practitioner will conduct a pre-event site inspection of the project erosion control and water quality BMPs to insure that SWPPP measures are installed and adequately maintained. The inspector will provide recommendations for repair/replacement of or additional BMP, which may include:</p> <p>Silt fence, fiber rolls, and gravel bags to capture sediment; Tarps, straw or other cover for disturbed slopes; or Tarps, fiber rolls or gravel bags to stabilize or contain stockpiled soils/ fill materials.</p> <p>Before a qualifying storm event, all materials and equipment will be removed from stream channels or waterways. If practicable, creek or stream diversions will be removed before the event. In addition, runoff will be monitored and sampled for sediment loads to determine if a discharge has occurred.</p>	Biological Opinion page 12, item 21	SSP	Caltrans Office of Stormwater Coordination, Caltrans Resident Engineer				
<p>Creek Diversions. Temporary water diversions will be installed to exclude construction activities from adversely impacting the water quality of Vallecitos Creek while maintaining flow through the project area. The following measures will be implemented to avoid and reduce adverse environmental effects of the temporary diversion systems to jurisdictional waters:</p> <ol style="list-style-type: none"> 1. A Water Diversion Plan will be submitted to the appropriate regulatory agencies for approval at least 30 days prior to construction. 2. A qualified biologist will be present to monitor all activities involving the placement of fill in the drainage, including any diversion system installation. 3. Discharge from dewatering operations, if needed, and runoff from disturbed areas will be made to conform to the water quality requirements of the waste discharge permit issued by the Regional Water Quality Control Board. 4. A filtering system will be used on pumps to collect the water and return clear water to the creek. All pump intakes shall be fitted with fish exclusion devices. 5. After in-channel work completion, any temporary structures placed in the channel will be removed in a way that minimizes disturbance to drainage flows and water quality. 6. All temporarily impacted channel areas will be restored to pre-project conditions. 7. Existing dense giant bulrush (<i>Schoenoplectus californicus</i>) vegetation will be trimmed while leaving the rhizome structures in place, to allow the bulrush to grow back after diversion removal. For areas where the rhizomes have been disturbed by heavy equipment, replanting may be conducted using donor stock (source plant material) harvested from collection sites within Vallecitos Creek or the same watershed, or nursery-grown stock. 	404 application, Section 4.3	SSP	Caltrans Design and Office of Stormwater Coordination				

Task and Description	Source	SSP/NSSP	Responsible Party	Task Completed		Action to Comply	Remarks/ Due Date
				Name	Date		
Threatened and Endangered Wildlife							
Implement Biological Opinion Conditions for Central California tiger salamander, California red-legged frog, and Alameda whipsnake.	Biological Opinion	NA	Caltrans Resident Engineer and Office of Biological Sciences and Permitting				
Discovery of Western Burrowing Owl. Appropriate avoidance, minimization, or protection measures shall be determined in consultation with the CDFW in the event an active burrow is located in an area subject to disturbance, or within the typical setback (i.e., occupied burrows or nests within 150 feet of an area subject to disturbance during the non-breeding season, or within 250 feet of an area subject to disturbance during the breeding season).	EIR/FONSI Section 2.3.3.4	NA	Caltrans Resident Engineer and Office of Biological Sciences and Permitting,				
Invasive Species							
In areas of particular sensitivity, extra precautions will be taken if invasive species are found in or next to the construction areas. These include the inspection and cleaning of construction equipment and eradication strategies to be implemented, should an invasion occur.	EIR/FONSI Section 2.3.6.4	SSP	Caltrans Resident Engineer, Office of Biological Sciences and Permitting				
Post-construction							
Visual/Aesthetics							
Replace vegetation and irrigation. Any roadside vegetation and irrigation systems that are damaged or removed during project construction would be replaced according to Caltrans policy and highway landscaping standards. Highway planting would be installed under a separate contract and within two years following the completion of the highway construction, with a three-year plant establishment period. The highway planting would be funded by Alameda CTC.	EIR/FONSI Section 2.1.10.4	SSP	Caltrans Resident Engineer and Office of Landscape Architecture				
Cultural Resources							
The Resident Engineer will inform the consulting archaeologist and Caltrans Environmental Branch Chief when construction is complete.	Post-Review Discovery and Monitoring Plan	NA	Caltrans Resident Engineer, Caltrans Office of Cultural Resource Studies				
The Consulting Archaeologist will prepare a final Monitoring Report within 30 days after completion of monitoring, and a Technical Report summarizing archaeological data found (if any) within 90 days after completion of monitoring.	Post-Review Discovery and Monitoring Plan	NA	Caltrans Office of Cultural Resource Studies				
Water Quality and Storm Water Runoff							
Permanent erosion control measures will be implemented upon completion of construction. For steep slopes rolled erosion control netting and fiber rolls will be placed after compost placement to provide further slope stabilization. All disturbed areas will be revegetated with appropriate native, non-invasive species or non-persistent hybrids that will serve to stabilize site conditions.	404, Section 4.3	SSP	Caltrans Resident Engineer, Construction Contractor				


Task and Description	Source	SSP/NSSP	Responsible Party	Task Completed		Action to Comply	Remarks/ Due Date
				Name	Date		
Natural Communities							
Restoration/Vegetation. Upon project completion, all temporarily disturbed areas will be restored to pre-construction conditions. Appropriate native species will be used to the maximum extent possible, and trees, shrubs, and groundcover will be selected for drought tolerance and disease resistance. Mulch will be applied to planted areas to reduce weed growth, conserve moisture, and minimize maintenance operations. Revegetation will take place under a separate landscape contract after completion of the roadway construction contract. The landscape contract will be funded by the parent project and will include a 3-year plant establishment period.	ITP application, Section 2.3.3 EIR/FONSI Section 2.3.1.3	NA	Caltrans Resident Engineer, Office of Biological Sciences and Permitting				
Tree Replacement. Post-construction measures will include revegetation of temporarily impacted areas by the planting of trees where appropriate, selecting sites based on existing topography, hydrology, and surrounding habitat. An arborist will work with CDFW to select the most suitable locations for mitigation for trees removed from the riparian corridor of Vallecitos Creek.	EIR/FONSI Section 2.3.1.3	NA	Caltrans Resident Engineer, Office of Biological Sciences and Permitting				
Determination of Need for Additional Mitigation. Compensatory mitigation for temporary impacts to sensitive vegetation communities or natural communities of concern, including valley oak woodland, red willow thickets, Fremont cottonwood forests, and riparian scrub and forest will be provided through the on-site restoration of habitat by planting native species that are typical to that habitat. The restored vegetation communities will be monitored for success. If enough space is not available for on-site mitigation, off-site like-habitat providing these species habitat requirements will be preserved through the purchase of mitigation bank credits.	EIR/FONSI Section 2.3.1.3	NA	Office of Biological Sciences and Permitting				
Post-Construction Compliance Reports. Caltrans shall submit post-construction compliance reports prepared by the Service-approved biologist to the Service within 60 calendar days following completion of each construction season or within 60 calendar days of any break in construction activity lasting more than 60 calendar days. This report shall detail (1) dates that relevant project activities occurred; (2) pertinent information concerning the success of the project in implementing avoidance and minimization measures; (3) an explanation of failure to meet such measures, if any; (4) known project effects on the Central California tiger salamander, California red-legged frog, and Alameda whipsnake; (5) occurrences of incidental take of any listed species; (6) documentation of employee environmental education; and (7) other pertinent information.	Biological Opinion, Page 42, Item 6	NA	Office of Biological Sciences and Permitting				



GENERAL PLAN REFERRAL

May 5, 2021

Case No.: 2021-003357GPR
Block/Lot No.: N/A – unimproved land in Alameda County
Project Sponsor: SF PUC
Applicant: Anthony Bardo – (415) 250-8582
abardo@sfgwater.org
San Francisco Public Utilities Commission
525 Golden Gate Ave
San Francisco, CA 94102
Staff Contact: Ben Caldwell – (628) 652-7443
ben.caldwell@sfgov.org

Recommended By: 
Rich Hillis, Director of Planning

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

Project Description

The City of San Francisco, under the management of the San Francisco Public Utilities Commission (SF PUC), owns land outside of the City of San Francisco for the purpose of water delivery and water quality management. This includes land around the town of Sunol, in southern Alameda County, adjacent to roadways including State Route 84 (SR-84) and Interstate 680.

The State of California, acting by and through its Department of Transportation (“Caltrans”), and in cooperation with the Alameda County Transportation Commission, proposes to widen and conform SR 84 to expressway standards between south of Ruby Hill Drive and the I-680 interchange in Alameda County (Project). The Project will also improve the SR 84/I-680 interchange ramps and extend the existing southbound I-680 High Occupancy Vehicle/express lane northward by approximately two (2) miles in the City of Pleasanton, the Town of Sunol, and in other portions of Alameda County. Caltrans proposes to acquire certain portions within City's Real Property in fee and as temporary construction easements to construct improvements related to the Project.

Caltrans has the authority to exercise the power of eminent domain and compel City to sell portions of City's Real Property. Caltrans and the City recognize the expense, time, effort, and risk to both parties in determining the compensation for acquiring City's Real Property by eminent domain litigation. To avoid such litigation, the parties have proposed to enter into an Agreement for Sale of Real Estate.

The parcels proposed to be sold are narrow portions of roadway-adjacent property, and the actual amount of land sold small in relation to the large PUC land holdings in the area. The primary reason for PUC ownership of land in this area and of these specific parcels - to preserve long-term water quality or otherwise support nearby Hetch Hetchy water delivery infrastructure or facilities - would not be likely to be impacted in any material way by these land sales, and the PUC supports this sale of property it is responsible for owning and managing on behalf of the City of San Francisco.

Environmental Review

The project received CEQA clearance under the SR 84 Expressway Widening and SR 84/I-680 Interchange Improvements Project Environmental Impact Report/Environmental Assessment, certified by the California Department of Transportation on 5/30/2018.

General Plan Compliance and Basis for Recommendation

As described below, the proposed PUC land sale to Caltrans is consistent with the Eight Priority Policies of Planning Code Section 101.1 and is, on balance, in conformity with the Objectives and Policies of the General Plan.

Note: General Plan Objectives are shown in **BOLD UPPER CASE** font; Policies are in **Bold** font; staff comments are in *italic* font.

ENVIRONMENTAL PROTECTION ELEMENT

OBJECTIVE 1

ACHIEVE A PROPER BALANCE AMONG THE CONSERVATION, UTILIZATION, AND DEVELOPMENT OF SAN FRANCISCO'S NATURAL RESOURCES.

Policy 1.1

Conserve and protect the natural resources of San Francisco.

Conserving and protecting the natural resources of San Francisco requires ownership of land outside of San Francisco related to long-term water quality protection and drinking water delivery. The primary purpose of the PUC and City's large land holdings in and around Sunol is for supporting this water delivery infrastructure. While the widening of SR-84 itself could have impacts on its own, the proposed sale to Caltrans of small pieces of this land that directly adjoins SR-84 and Interstate 680 is not likely to itself materially and negatively impact the primary reason for the PUC's land ownership and management responsibilities in the Sunol area.

OBJECTIVE 2

IMPLEMENT BROAD AND EFFECTIVE MANAGEMENT OF NATURAL RESOURCES.**Policy 2.1****Coordinate regional and local management of natural resources.**

The proposed project demonstrates the practical coordination of state and local management of water and transportation infrastructure. Selling a small percentage of the PUC's watershed and water infrastructure delivery lands will allow a Caltrans transportation project to move forward while avoiding costly and inefficient eminent domain proceedings. This land sale will not materially impact the purpose of the PUC's land ownership on this area. Since Caltrans would have been likely to initiate eminent domain proceedings to acquire this land, this land sale agreement is a practical solution that avoids an extended and resource-intensive legal process that would serve no beneficial public purpose.

OBJECTIVE 5**ASSURE A PERMANENT AND ADEQUATE SUPPLY OF FRESH WATER TO MEET THE PRESENT AND FUTURE NEEDS OF SAN FRANCISCO.****Policy 5.2****Exercise controls over development to correspond to the capabilities of the water supply and distribution system.**

The proposed sale to Caltrans of small pieces of public land that directly adjoins SR-84 and Interstate 680 will not affect the PUC's ability to assure a permanent and adequate supply of fresh water to San Francisco now and in the future. PUC's land ownership and management responsibilities in Sunol will continue without material impact, and the important natural resources of San Francisco will continue to be conserved and protected. The development controls in this area that support San Francisco's water supply and distribution system will remain in place. PUC's staff resources will not have to be dedicated to a protracted and complex eminent domain proceeding with Caltrans, and staff can remain focused on their fundamental work related to public water supply and delivery.

RECREATION AND OPEN SPACE ELEMENT**OBJECTIVE 4****PROTECT AND ENHANCE THE BIODIVERSITY, HABITAT VALUE, AND ECOLOGICAL INTEGRITY OF OPEN SPACES AND ENCOURAGE SUSTAINABLE PRACTICES IN THE DESIGN AND MANAGEMENT OF OUR OPEN SPACE SYSTEM****Policy 4.2****Establish a coordinated management approach for designation and protection of natural areas and watershed lands.**

The real estate sale demonstrates that the value of a coordinated management approach for protection of natural areas and watershed lands which balances the needs of many users.

TRANSPORTATION ELEMENT

OBJECTIVE 4

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

Policy 1.6

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

The proposed SR-84 widening project in Sunol is intended to improve mobility and safety for drivers in a corridor where few other transportation choices are available. The proposed land sale would support this goal with little to no impact on PUC's water supply and delivery responsibilities.

Planning Code Section 101 Findings

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:

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 proposed land sale by SFPUC is located within the County of Alameda, and would not affect existing neighborhood-serving retail uses in San Francisco.

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

The proposed land sale by SFPUC is located within the County of Alameda, and would not affect existing housing and neighborhood character in San Francisco.

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

The proposed land sale by SFPUC is located within the County of Alameda, and would not affect San Francisco's supply of affordable housing.

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

The proposed land sale by SFPUC is located within the County of Alameda, and would not affect commuter traffic, MUNI transit service or neighborhood parking in San Francisco.

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

The proposed land sale by SFPUC is located within the County of Alameda, and would not affect the City's industrial and service sectors, or future employment opportunities for residents.

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

The proposed land sale by SFPUC would not affect the City's preparedness against injury and loss of life in an earthquake. The purpose of the SFPUC's ownership of land in the area – preserving land important for the City's long term water quality, which helps ensure access to fresh water is available to all residents at all times, including in the immediate aftermath of an earthquake or other natural disaster – would not be materially impacted by the sale of these small parcels of roadway-adjacent land.

7. That the landmarks and historic buildings be preserved;

The proposed land sale by SFPUC is located within the County of Alameda, and would have no effect on the City's Landmarks and historic buildings.

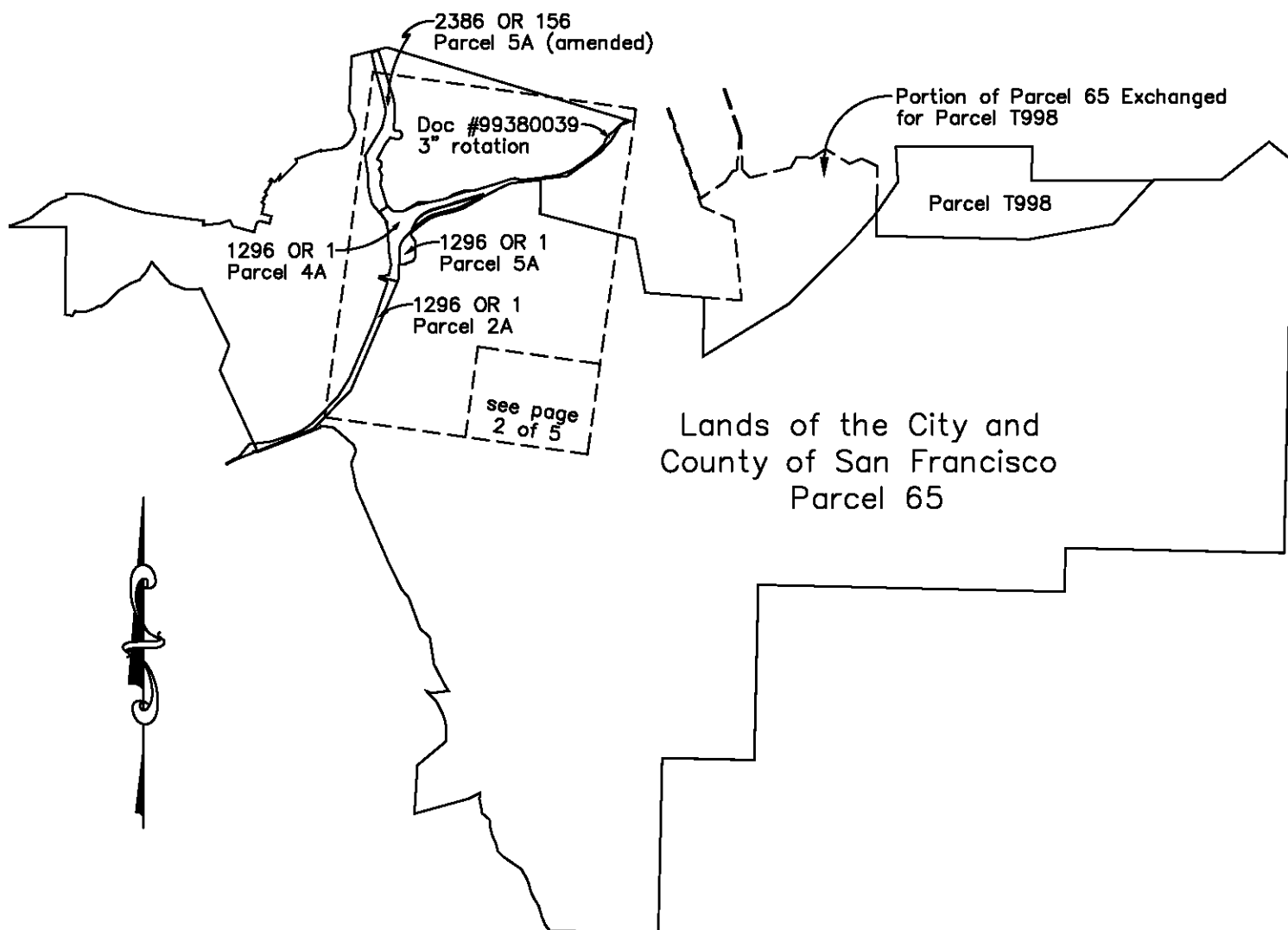
8. That our parks and open space and their access to sunlight and vistas be protected from development;

The proposed land sale by SFPUC is located within the County of Alameda, and would have no effect on San Francisco's parks and open space and their access to sunlight and vistas.

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

Attachments:

Map of the Project Site, showing PUC-owned property to be sold



Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
4. 2350 O.R. 1 Spring Valley Water Company to the City and County of San Francisco (Parcel 65).

Legend

Doc # Document Number
O.R. Official Records

Scale: 1" = 5000'

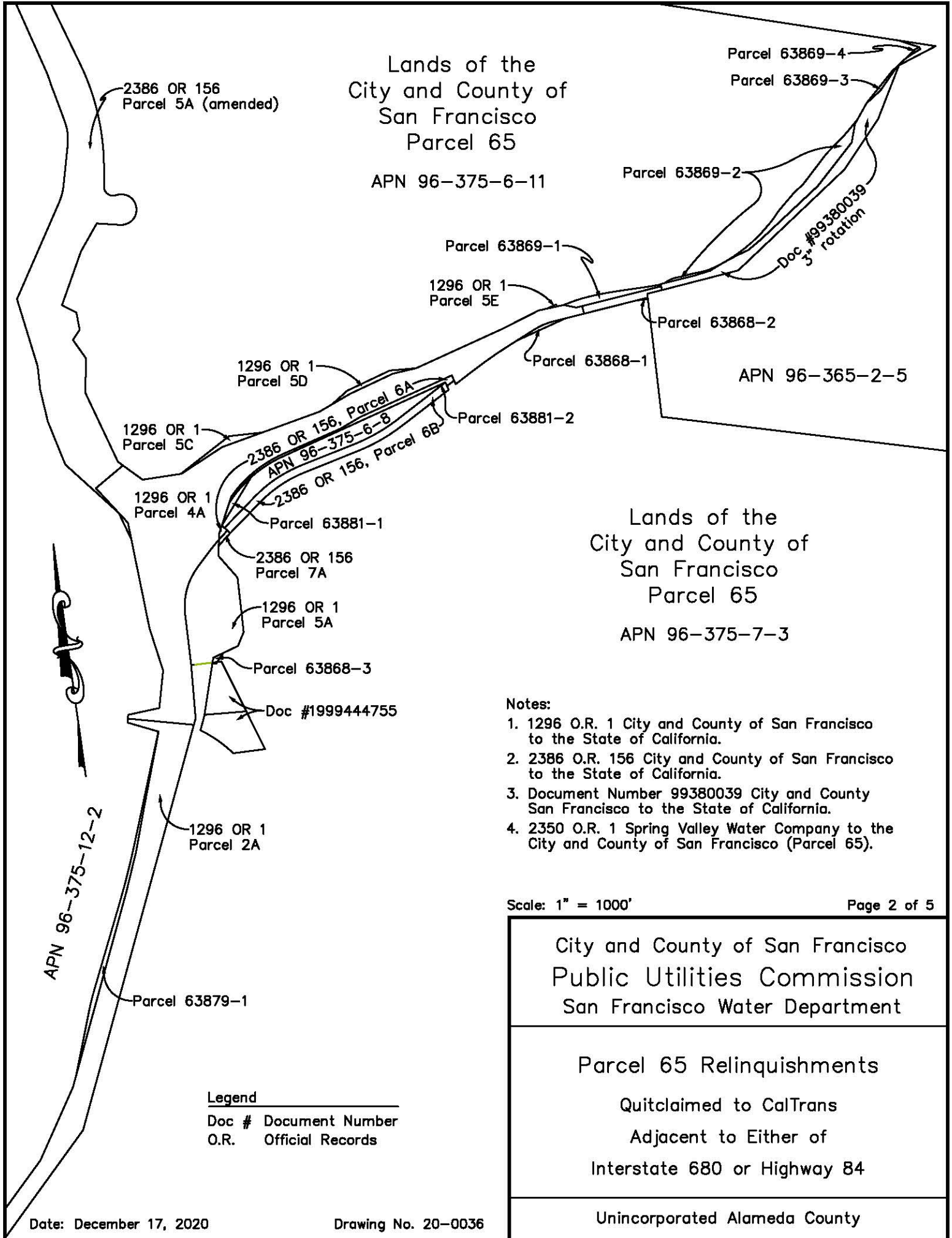
Page 1 of 5

City and County of San Francisco
Public Utilities Commission
San Francisco Water Department

Parcel 65 Relinquishments

Quitclaimed to CalTrans
Adjacent to Either of
Interstate 680 or Highway 84

Unincorporated Alameda County



Lands of the
City and County of
San Francisco
Parcel 65

APN 96-375-6-11

Parcel 63869-4

Parcel 63869-3

Parcel 63869-2

Parcel 63869-1

1296 OR 1
Parcel 5E

Parcel 63868-2

APN 96-365-2-5

1296 OR 1
Parcel 5D

Parcel 63868-1

1296 OR 1
Parcel 5C

2386 OR 156, Parcel 6A

Parcel 63881-2

2386 OR 156, Parcel 6B

1296 OR 1
Parcel 4A

Parcel 63881-1

2386 OR 156
Parcel 7A

1296 OR 1
Parcel 5A

Parcel 63868-3

Doc #1999444755

1296 OR 1
Parcel 2A

Parcel 63879-1

Lands of the
City and County of
San Francisco
Parcel 65

APN 96-375-7-3

Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
3. Document Number 99380039 City and County San Francisco to the State of California.
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Scale: 1" = 1000'

Page 2 of 5

City and County of San Francisco
Public Utilities Commission
San Francisco Water Department

Parcel 65 Relinquishments

Quitclaimed to CalTrans

Adjacent to Either of
Interstate 680 or Highway 84

Unincorporated Alameda County

Legend

Doc # Document Number
O.R. Official Records

Parcel 63868-3

OB
368-3

CCSF
Parcel 65

POB
63868-3

Paloma Way

S76°39'17"E 562.81'

1296 OR 1
Parcel 2A

POB
53879-1

Parcel 65

1296 OR 1, Parcel 2A

Lands of the
City and County of
San Francisco
Parcel 65

APN 96-375-7-3

Parcel 63879-1-

Parcel 63879-1

Lands of the
City and County of
San Francisco
Parcel 65

APN 96-375-12-2

Legend

OR Official Records
POB Point of Beginning
APN Assessor's Parcel Number
CCSF City and County of San Francisco

Notes:

1. 1296 O.R. 1 City and County of San Francisco to the State of California.
2. 2386 O.R. 156 City and County of San Francisco to the State of California.
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Scale: 1" = 400'

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City and County of San Francisco
Public Utilities Commission
San Francisco Water Department

Parcel 65 Relinquishments

Quitclaimed to CalTrans
Adjacent to Either of
Interstate 680 or Highway 84

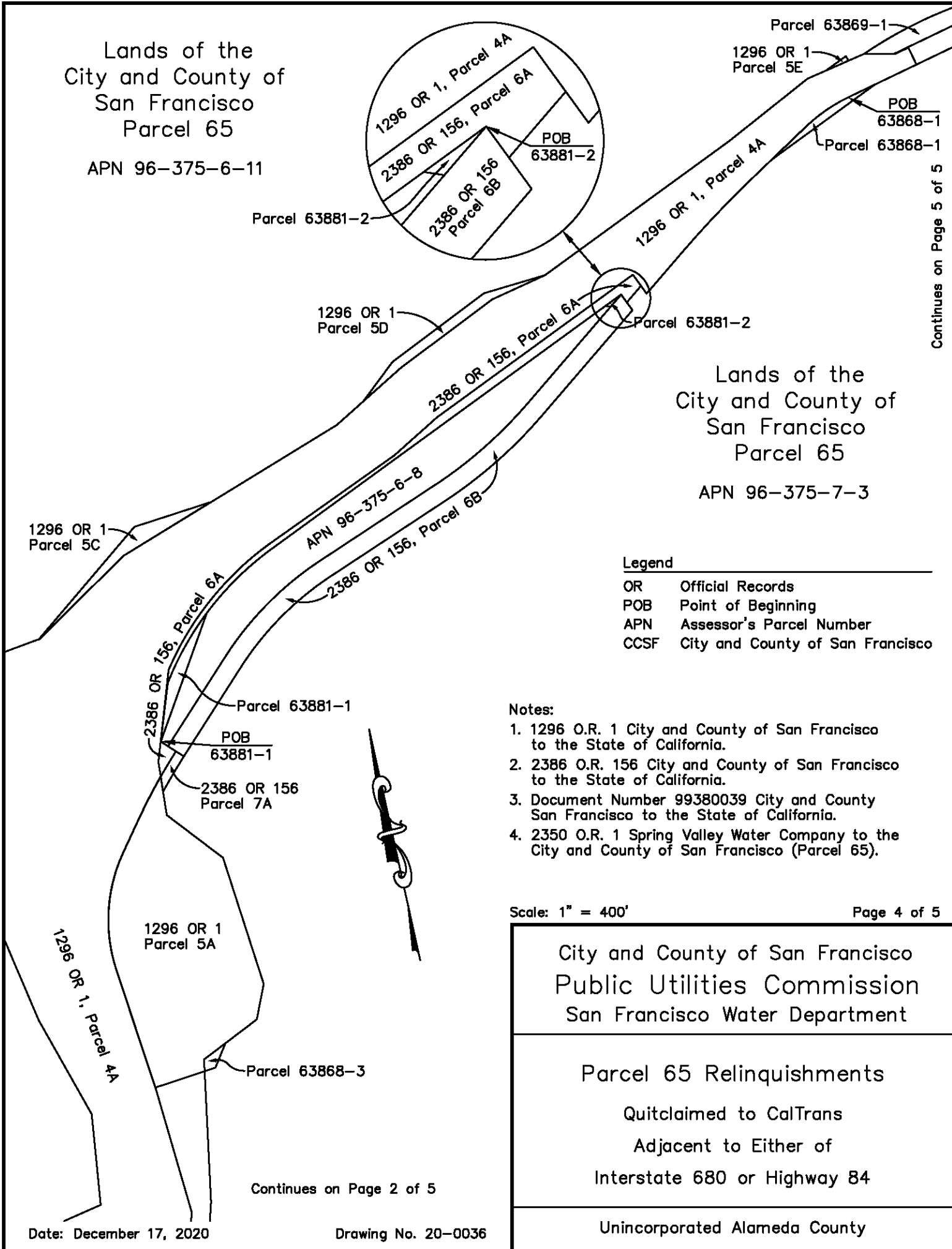
Unincorporated Alameda County

Date: December 17, 2020

Drawing No. 20-0036

Lands of the
City and County of
San Francisco
Parcel 65

APN 96-375-6-11



Lands of the
City and County of
San Francisco
Parcel 65

APN 96-375-7-3

Legend

OR	Official Records
POB	Point of Beginning
APN	Assessor's Parcel Number
CCSF	City and County of San Francisco

Notes:

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Scale: 1" = 400'

Page 4 of 5

City and County of San Francisco
Public Utilities Commission
San Francisco Water Department

Parcel 65 Relinquishments
Quitclaimed to CalTrans
Adjacent to Either of
Interstate 680 or Highway 84

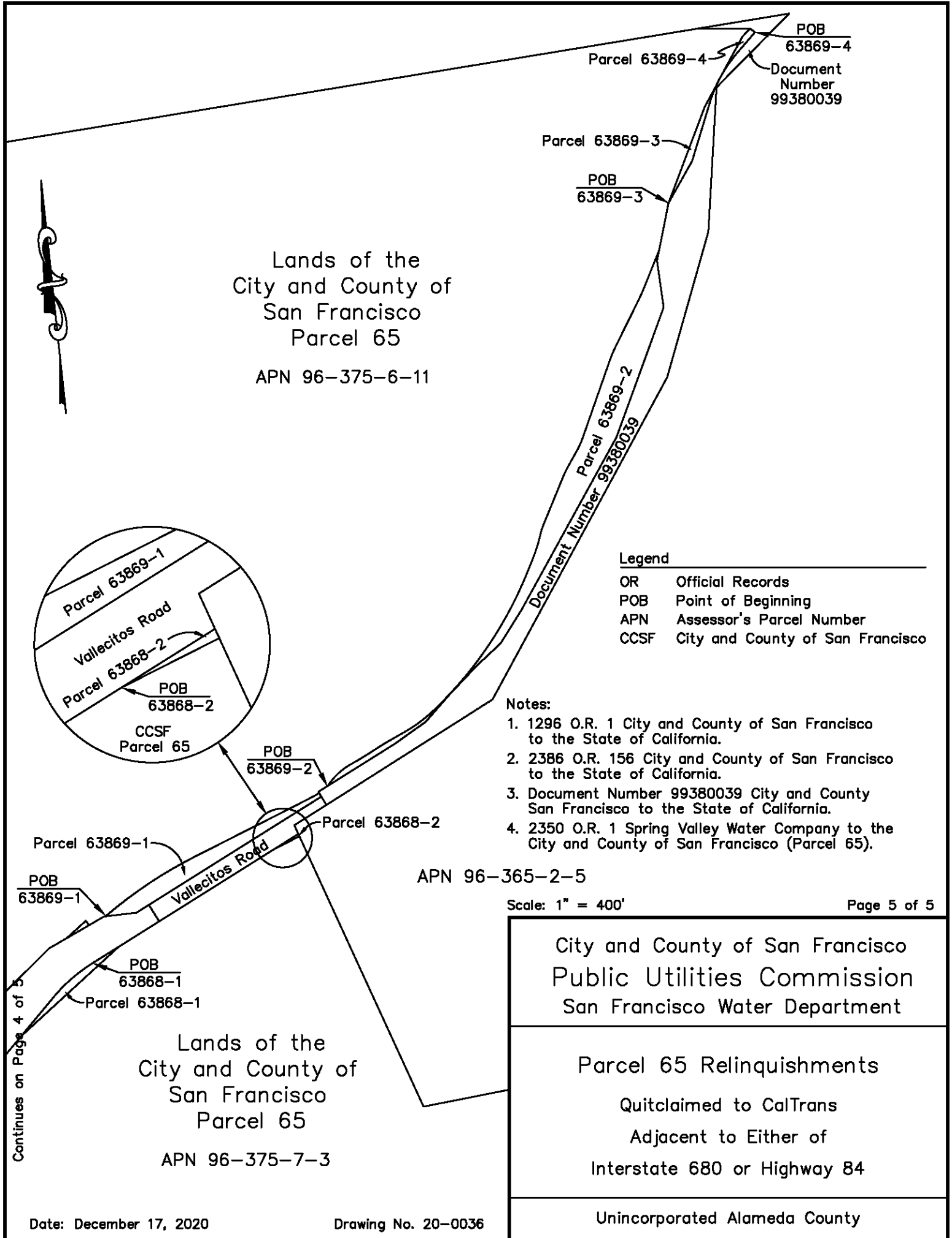
Unincorporated Alameda County

Date: December 17, 2020

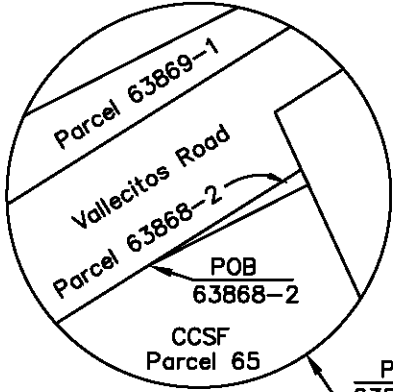
Drawing No. 20-0036

Continues on Page 2 of 5

Continues on Page 5 of 5



Lands of the
City and County of
San Francisco
Parcel 65
APN 96-375-6-11



Legend	
OR	Official Records
POB	Point of Beginning
APN	Assessor's Parcel Number
CCSF	City and County of San Francisco

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APN 96-365-2-5

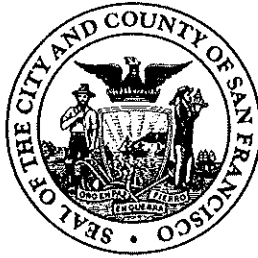
Scale: 1" = 400' Page 5 of 5

City and County of San Francisco
Public Utilities Commission
San Francisco Water Department

Parcel 65 Relinquishments
Quitclaimed to CalTrans
Adjacent to Either of
Interstate 680 or Highway 84

Unincorporated Alameda County

President, District 10
BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689

Tel. No. 554-6516
Fax No. 554-7674
TDD/TTY No. 544-6546

Shamann Walton

PRESIDENTIAL ACTION

Date: 10/26/2021

To: Angela Calvillo, Clerk of the Board of Supervisors

Madam Clerk,
Pursuant to Board Rules, I am hereby:

☐ Waiving 30-Day Rule (Board Rule No. 3.23)

File No. _____
(Primary Sponsor)

Title. _____

☐ Transferring (Board Rule No 3.3)

File No. _____
(Primary Sponsor)

Title. _____

From: _____ Committee

To: _____ Committee

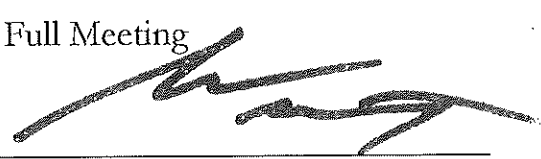
☒ Assigning Temporary Committee Appointment (Board Rule No. 3.1)

Supervisor: Melgar Replacing Supervisor: Mar

For: 10/27/2021 Budget & Finance Meeting
(Date) (Committee)

Start Time: 10:30AM End Time: 12:30PM

Temporary Assignment: ☒ Partial ☐ Full Meeting


Shamann Walton, President
Board of Supervisors



TO: Angela Calvillo, Clerk of the Board

FROM: Edith Castorena, Policy and Government Affairs

DATE: September 17, 2021

SUBJECT: Sale Agreement - Sale of Portions of SFPUC Parcel No. 65 - State Route 84 / Interstate 680 Widening Project in Alameda County - \$152,952

Please see attached a proposed Resolution **1) approving and authorizing the General Manager of the San Francisco Public Utilities Commission ("SFPUC") and/or the Director of Property, on behalf of the City and County of San Francisco ("City"), to sell certain real property located along State Route 84 and Interstate 680 in unincorporated Alameda County to the State of California, acting through its California Department of Transportation ("Caltrans"), and the Alameda County Transportation Commission ("Alameda CTC" and together with Caltrans, the "Buyers"); 2) approving and authorizing an Agreement for Sale of Real Estate ("Sale Agreement") for the sale of the Property to the Buyers, which includes a liquidated damages clause in case of default by the City; 3) authorizing the SFPUC General Manager and/or City's Director of Property to execute the Sale Agreement, make certain modifications, and take certain actions in furtherance of this resolution and the Sale Agreement; 4) adopting findings declaring that the real property is "surplus land" and "exempt surplus land" pursuant to the California Surplus Lands Act; 5) determining that a competitive bidding process for the conveyance of the Property is impractical and not in the public interest, in accordance with Section 23.3 of the Administrative Code; 6) affirming the Planning Department's determination under the California Environmental Quality Act and adopting the findings required by Section 15091 of the CEQA Guidelines previously adopted by Caltrans in conjunction with the Project; and 7) adopting the Planning Department's findings that the Sale Agreement, and the transaction contemplated therein, is consistent with the General Plan, and the eight priority policies of Planning Code, Section 101.1.**

London N. Breed
Mayor

Sophie Maxwell
President

Anson Moran
Vice President

Tim Paulson
Commissioner

Ed Harrington
Commissioner

Newsha Ajami
Commissioner

Michael Carlin
Acting
General Manager

The following is a list of accompanying documents:

- Proposed BOS Resolution (Word Doc Version)
- PUC Resolution No. 21-0110 (PDF)
- Statement of Underutilization (PDF)
- Letter from Director of Property (PDF)

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.



- NEPA/CEQA Revalidation Form (PDF)
- GPR Letter from Planning Department (PDF)
- Sale Agreement (PDF)

Please contact Edith Castorena at ecastorena@sfwater.org if you need any additional information on these items.