

COASTSIDE COUNTY WATER DISTRICT

766 MAIN STREET

HALF MOON BAY, CA 94019

SPECIAL MEETING OF THE BOARD OF DIRECTORS

Friday, November 2, 2012 - 4:00 p.m.

AGENDA

1) ROLL CALL

2) PLEDGE OF ALLEGIANCE

3) PUBLIC COMMENT

Members of the public may address the Board of Directors on the items on the agenda for this special meeting. The Chair requests that each person addressing the Board complete and submit a speaker slip, and limit their comments to three (3) minutes.

4) GENERAL BUSINESS

- A. Approval of Permit Agreement with City and County of San Francisco for the Stone Dam Pipeline Emergency Interim Replacement Project**
[\(attachment\)](#)

5) ADJOURNMENT

Accessible Public Meetings - Upon request, the Coastside County Water District will provide written agenda materials in appropriate alternative formats, or disability-related modification or accommodation, including auxiliary aids or services, to enable individuals with disabilities to participate in public meetings. Please send a written request, including your name, mailing address, telephone number and brief description of the requested materials and preferred alternative format or auxiliary aid or service at least two (2) days before the meeting. Requests should be sent to: Coastside County Water District, Attn: Alternative Agenda Request, 766 Main Street, Half Moon Bay, CA 94019.

STAFF REPORT

To: Coastside County Water District Board of Directors

From: David Dickson, General Manager

Agenda: November 2, 2012

Report

Date: October 30, 2012

Subject: Approval of Permit Agreement with City and County of San Francisco for the Stone Dam Pipeline Emergency Interim Replacement Project

Recommendation:

Authorize the General Manager to execute the San Francisco Public Utilities Commission Revocable Permit for the Stone Dam Pipeline Emergency Interim Replacement Project.

Background:

At a special meeting of the Board on September 25, 2012, staff reported in detail on the failure of the District's Stone Dam pipeline, and the Board approved a project to install a temporary plastic replacement pipe which will provide access to this vital water source while we complete construction of a new permanent pipeline. Staff has been working with San Francisco Public Utilities Commission (SFPUC) staff in the weeks since that meeting to gain SFPUC approval for the emergency replacement project. The SFPUC staff has been very responsive to the District's concerns and has developed the attached Revocable Permit between the City and County of San Francisco (City) and CCWD. Approval by the CCWD Board on November 2, 2012 and by the SFPUC Commissioners at their November 13 meeting will allow construction to begin in mid-November.

The Revocable Permit allows CCWD to construct its temporary pipeline along existing roads on City property and includes the following key provisions:

- The term of the Permit is three years (Section 2) and can be extended at City's discretion if permanent replacement takes longer to complete (Section 4(d)).
- CCWD pays a \$10,000 security deposit (Section 3)
- Within 18 months, CCWD must conduct a feasibility study for the permanent replacement pipeline, undertake environmental review, and present a proposal to the City for the replacement project (Section 4(d)).

Staff recommends that the Board authorize the General Manager to execute the Permit on behalf of the District.

**SAN FRANCISCO PUBLIC UTILITIES COMMISSION
REVOCABLE PERMIT**

Permit #4112

THIS REVOCABLE PERMIT (this “**Permit**”) dated for reference purposes only as of November 13, 2012, is made by and between the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (“**City**”), acting by and through its Public Utilities Commission (“**SFPUC**”), and Coastside County Water District, a water district within San Mateo County (“**CCWD**” or “**Permittee**”).

RECITALS

A. City owns certain real property in San Mateo County, California, described as SFPUC Parcel 31, as further described in the Deed described in **Section 1 (“City’s Property”)**. Within such property, SFPUC maintains and operates the Pilarcitos Reservoir and Dam, the Stone Dam Reservoir and Dam, and other infrastructure collectively referred to as the “Pilarcitos System.” Pilarcitos Creek runs through such property, providing the source water for the Pilarcitos System.

B. Permittee is a wholesale water customer of SFPUC. Pursuant to an agreement dated May 1, 1948, for the sale of water from the SFPUC to CCWD, CCWD constructed a 12-inch diameter steel pipeline (“**Existing Pipeline**”) on City’s Property to enable CCWD to draw water from SFPUC’s Pilarcitos System. The approximate location of the Existing Pipeline is indicated in **Exhibit B**. City and CCWD executed various agreements and amendments, to continue the sale of water in 1968, 1971, 1984, 1990, and most recently on August 13, 2009 for the wholesale of water from SFPUC’s Pilarcitos and Crystal Springs Reservoirs to CCWD.

C. On August 28, 2012, CCWD determined that its 64-year old Existing Pipeline on City’s Property has reached the end of its useful life and a segment has failed. CCWD desires to install and operate a temporary pipeline on City’s Property to use in place of the Existing Pipeline, on a temporary basis, in order to maintain water delivery to CCWD from the Pilarcitos System while CCWD performs the necessary studies and environmental analysis to evaluate feasible alternatives to replace the temporary pipeline.

D. City is willing to convey a revocable license for the installation and operation of such temporary pipeline on the terms and conditions set forth in this Permit.

Now, therefore, City and Permittee agree as follows:

1. License. City confers to Permittee a revocable, personal, non-exclusive and non-possessory privilege to enter upon and use that certain real property owned by City situated in the County of San Mateo, State of California, more particularly described in Exhibit A attached hereto (the “**Permit Area**”), for the limited purpose and subject to the terms, conditions and restrictions set forth below. The Permit Area is shown generally on the drawing titled “Coastside County Water District Pilarcitos Canyon Temporary Pipeline Project,” attached hereto as Exhibit B. This Permit gives Permittee a license only and notwithstanding anything to the contrary herein, this Permit does not constitute a grant by City of any ownership, leasehold, easement or other property interest or estate whatsoever in the Permit Area, or any portion thereof. Nothing in this Permit shall be construed as granting or creating any franchise rights pursuant to any federal, state or local laws.

THE PRIVILEGE GIVEN TO PERMITTEE UNDER THIS PERMIT IS EFFECTIVE ONLY INsofar AS THE RIGHTS OF CITY IN THE PERMIT AREA ARE CONCERNED, AND PERMITTEE SHALL OBTAIN ANY FURTHER PERMISSION NECESSARY

BECAUSE OF ANY OTHER EXISTING RIGHTS AFFECTING THE PERMIT AREA. WITHOUT LIMITING THE FOREGOING, THIS PERMIT IS BEING ISSUED SUBJECT AND SUBORDINATE TO ALL OF THE TERMS AND CONDITIONS OF THAT CERTAIN DEED, DATED MARCH 3, 1930, AND RECORDED MARCH 3, 1930 IN VOLUME 491, PAGE 1, OF OFFICIAL RECORDS OF SAN MATEO COUNTY, PURSUANT TO WHICH CITY ACQUIRED ITS INTEREST IN THE PERMIT AREA, A COPY OF WHICH IS ATTACHED TO THIS PERMIT AS EXHIBIT C (THE “**DEED**”), AND ALL OTHER EXISTING AND FUTURE DOCUMENTS AND INSTRUMENTS OF RECORD AFFECTING THE PERMIT AREA (COLLECTIVELY, WITH THE DEED, THE (“**RECORDED DOCUMENTS**”). PERMITTEE MUST SECURE ALL ADDITIONAL NECESSARY APPROVALS, PERMITS AND CONSENTS, AND DELIVER ALL NECESSARY NOTICES, BEFORE COMMENCING WORK IN THE PERMIT AREA, INCLUDING ANY APPROVALS, PERMITS, CONSENTS OR NOTICES REQUIRED FROM OR TO THE GRANTOR UNDER THE RECORDED DOCUMENTS. PERMITTEE COVENANTS AND AGREES, FOR THE BENEFIT OF CITY, THAT PERMITTEE SHALL FULLY COMPLY WITH THE TERMS AND CONDITIONS OF THE RECORDED DOCUMENTS AND ANY OTHER RULES AND REGULATIONS PROMULGATED BY CITY AS THEY APPLY TO ANY WORK TO BE PERFORMED OR FACILITIES TO BE INSTALLED BY PERMITTEE ON THE PERMIT AREA PURSUANT TO THIS PERMIT, AND CITY SHALL HAVE NO RESPONSIBILITY OR LIABILITY OF ANY KIND WITH RESPECT THERETO. PERMITTEE ACKNOWLEDGES AND AGREES THAT NEITHER CITY NOR ANY OF ITS AGENTS HAVE MADE, AND CITY HEREBY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE PRESENT OR FUTURE SUITABILITY OF THE PERMIT AREA FOR PERMITTEE’S INTENDED WORK OR FACILITIES, THE IMPACT OF ANY TERM OR CONDITION OF THE RECORDED DOCUMENTS ON PERMITTEE’S RIGHTS UNDER THIS PERMIT, OR THE ABILITY TO OBTAIN OR DELIVER, OR THE PROCEDURE FOR OBTAINING OR DELIVERING, ANY NECESSARY APPROVALS, PERMITS, CONSENTS OR NOTICES FROM OR TO THE GRANTOR UNDER THE RECORDED DOCUMENTS OR ANY OTHER PARTY WITH RESPECT TO ANY MATTERS CONTAINED IN THIS PERMIT.

2. Term of Permit. The privilege conferred to Permittee pursuant to this Permit shall commence on the later of November 13, 2012, or the date on which this Permit is executed and delivered by City following approval by its Public Utilities Commission and the receipt of all fees and security required to be provided hereunder (the “**Commencement Date**”).

The privilege given to Permittee pursuant to this Permit is temporary only and shall expire no later than 5:00 p.m. on the **three (3)-year** anniversary date of the Commencement Date; provided, however, in the event Permittee fails to comply with any of the terms or conditions of this Permit and to cure such non-compliance within three (3) days after notice by City (or in the case of Permittee's failure to comply with any non-monetary obligation that cannot be cured within such period, in the event Permittee does not commence cure within such period and diligently pursue such cure to completion), City may, without limiting any of its other rights and remedies, revoke this Permit, whereupon Permittee shall immediately surrender the Permit Area in the condition required hereunder. Further, notwithstanding anything to the contrary herein, City may revoke with Permit, with or without notice to Permittee, in the event City determines that there is an emergency requiring revocation of the Permit, whereupon Permittee shall immediately surrender the Permit Area in the condition required hereunder.

3. Security for Performance. At or before the commencement of the term of this Permit, Permittee shall deposit with City the sum of \$10,000 to secure Permittee’s faithful performance of all terms and conditions of this Permit, including, without limitation, its obligation to surrender the Permit Area in the condition required by this Permit. Such deposit shall be in the form of cash. City may, at its sole option, retain, use, or apply all or part of the security deposit to pay any sum due hereunder which is not paid when due, and to recover any loss and pay any

amount that City may expend as a result of Permittee's failure to fulfill its obligations under this Permit. City's obligations with respect to the security deposit are solely that of debtor and not trustee. City shall not be required to keep the security deposit separate from its general funds, and Permittee shall not be entitled to interest on the security deposit. The amount of the security deposit shall not limit Permittee's obligations under this Permit. In lieu of such cash security deposit, Permittee may deliver to City a valid surety bond or irrevocable letter of credit in the sum equal to amount specified, issued by a surety company or financial institution and in a form acceptable to City. Permittee shall keep such surety bond or letter of credit, at its expense, in full force and effect until the thirtieth (30th) day after the expiration or sooner termination of this Permit, to ensure the faithful performance by Permittee of all of the covenants, terms and conditions of this Permit. In the event that the City uses, applies, or draws upon all or any portion of the security deposit, Permittee will restore the security deposit to its original amount within ten (10) days following written demand from City.

4. Use of Permit Area.

(a) **Permitted Acts.** Permittee may enter and use the Permit Area for the sole purpose of installing and operating a temporary 12-inch PVC water supply pipeline on City's property along an existing SFPUC road from the Stone Dam Meter to a location south of the Lower SFPUC Gate, where it exits City's property, as shown on **Exhibit B**, in strict accordance with **Section 5** hereof, and for no other purpose whatsoever. Such temporary PVC pipeline segment is sometimes referred to herein as the "**Temporary Pipeline.**"

(b) **Subject to City Uses.** Permittee is aware that the Permit Area constitutes a portion of City's watershed and water delivery system. Notwithstanding anything to the contrary in this Permit, any and all of Permittee's activities hereunder shall be subject and subordinate at all times to City's existing and future use of the Permit Area for municipal and other purposes. City shall in no way be liable for any damage or destruction to Permittee's property and/or improvements resulting from any damage to or repair of City's pipelines or other water system infrastructure, or any watershed maintenance activities. Permittee shall, at City's request, immediately remove any property or improvements on the Permit Area to allow City access to its infrastructure or watershed areas. In the event City deems it necessary, in City's sole discretion, City shall have the right to remove any such property or improvements and City shall not be responsible for restoring or returning same to its prior condition.

(c) **CCWD's Responsibility for Existing Pipeline.** Permittee shall remain the owner of and responsible for the Existing Pipeline, including the segment that will be taken out of service when the Temporary Pipeline is placed in service. At its sole cost, Permittee will take such measures as are necessary or advisable to safely retire the out-of-service segment, including cutting, filling, capping and/or removing such segment, at SFPUC's direction.

(d) **Replacement of Temporary Pipeline.** City and Permittee acknowledge that the Existing Pipeline is at the end of its useful life and that the replacement of it with PVC pipeline installed above ground on an existing SFPUC road pursuant to this Permit is not a good, longterm solution, from the perspective of land management and water system operations. Accordingly, as a condition of this Permit, within eighteen (18) months after the Commencement Date, Permittee shall, at its sole cost, conduct a feasibility study to identify alternatives, undertake environmental review under the California Environmental Quality Act, consult with City during the process and present for City's consideration a proposal to replace the Temporary Pipeline. This **Section 4(d)** does not commit City to approve any proposal, and City will retain absolute discretion to recommend modifications or alternatives to the proposal to mitigate significant adverse environmental impacts, or to reject the proposal, if it finds, following environmental review, that the economic and social benefits of the proposal do not outweigh unavoidable significant adverse environmental impacts of the proposal.

If in City's absolute discretion it enters into a long-term agreement with Permittee for an alternative to the Temporary Pipeline, Permittee shall complete the implementation of the approved alternative by the expiration of the Term and thereafter terminate use of the Temporary Pipeline; provided, however, if SFPUC does not approve an alternative proposal in time for Permittee to complete construction before the expiration of the term of this Permit or, if due to no fault of Permittee, it is not reasonably possible to complete implementation by that date, City will consider extending the term of the Permit for a reasonable period to allow continued use of the Temporary Pipeline, subject to any required approval of City's Public Utilities Commission and Board of Supervisors.

5. Installation of Facilities. Permittee may install the Temporary Pipeline, consisting of a temporary 12-inch diameter, PVC pipeline, approximately 2,000 feet in length within the Permit Area on City's Property, from the Stone Dam Meter to the boundary of City's land south of the Lower SFPUC Gate, over the route shown approximately on attached **Exhibit B**, as described in attached **Exhibit D**, only upon satisfaction of the following conditions, which are for the sole benefit of City:

(a) **Approval of Plans and Specifications.** Permittee shall install the permitted facilities in accordance with plans and specifications (including drawings) approved in advance and in writing by SFPUC and the Certificate of Project Completion, attached hereto as **Exhibit D**. The plans and specifications may be revised or amended only with prior written approval of SFPUC after SFPUC's Bureau of Environmental Regulation and Management has determined that no further environmental review is required by CEQA as a result of any such revision or amendment.

(b) **Permits and Approvals.** Before beginning any work in the Permit Area, Permittee 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, Permittee shall deliver copies of them to SFPUC. Permittee recognizes and agrees that no approval by SFPUC for purposes of Permittee's work hereunder shall be deemed to constitute the approval of any federal, state or local regulatory authority with jurisdiction, and nothing herein shall limit Permittee's obligation to obtain all such regulatory Approvals, at Permittee's sole cost.

(c) **Exercise of Due Care.** Permittee shall use, and shall cause its Agents (as defined below) to use, due care at all times to avoid any damage or harm to City's water pipelines or other property and to native vegetation and natural attributes of the Permit Area and to minimize slope erosion. Permittee shall not disturb the surface of the Permit Area or perform any excavation work without the prior written approval of City, which City may withhold in its sole discretion. City shall have the right to condition and/or oversee any permitted excavation work. Permittee shall mark, at its own expense, the location of the City's water transmission mains within the Permit Area and shall not use any pick, plow or other sharp tool to remove the two feet of soil around the transmission mains, provided that Permittee may use hand shovels or pneumatic shovels in compliance with all other terms and conditions of this Permit. Permittee 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 Permittee, at its own expense, to the satisfaction of City prior to backfilling; provided, City may elect, in its sole discretion, to make any necessary repairs itself, at Permittee's sole cost, by notifying Permittee of such fact. Upon completion of the repairs, City shall send to Permittee a bill therefore which Permittee shall pay within thirty (30) days following receipt. Under no circumstances shall Permittee damage, harm or take any rare, threatened or endangered species on or about the Permit Area.

(d) **Cooperation with Public Utilities Commission.** Permittee and its Agents shall work closely with City personnel to minimize any potential disturbance (even if temporary) of

the natural features of the Permit Area and to avoid disruption (even if temporary) of City facilities, in, under, on or about the Permit Area and City uses thereof.

(e) **Heavy Equipment.** Permittee shall not use any heavy construction equipment over or about City's pipelines or in watershed areas, except as otherwise expressly allowed in Section 6(i) hereof.

(f) **Work Schedule.** Permittee must begin installation work, if at all, within ninety (90) days after the commencement of the term of this Permit. At least five (5) days prior to the commencement of any work on the Permit Area, Permittee shall notify Joe Naras (650) 652-3201, of the date such work shall commence and the intended construction schedule. Notwithstanding the approval of such schedule by SFPUC, Joe Naras or his designee shall have the right to require Permittee to adjust such schedule from time to time. All work must be performed during regular working hours (Monday through Friday) between 8:00 a.m. to 4:30 p.m., exclusive of City holidays. Any work performed during any other time or day must be preapproved by the SFPUC at least forty-eight (48) hours prior to commencing such work. In connection with such approval, City shall have the right to charge Permittee additional inspection fees payable prior to SFPUC's approval of the request. Permittee shall complete all work no later than February 15, 2013.

(g) **Restoration of Permit Area.** Immediately following completion of any work permitted hereunder, Permittee shall remove all debris and any excess dirt and shall restore the Permit Area to the satisfaction of City. Permittee shall restore excavated areas with vegetation and/or erosion control measures, all as directed by City.

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

(i) **As-Built Drawings/Reports.** Promptly upon completion of the installation of the facilities, Permittee shall furnish SFPUC with two (2) complete copies of final as-built drawings for the facilities, which drawings shall include sufficient detail so as to allow City to precisely locate the facilities. In the event that Permittee or its agents or consultants prepares any environmental, seismic, geophysical or other written report relating to the Permit Area and/or any work performed thereon, Permittee shall furnish to City a complete copy of such report, including any schedules, exhibits and maps, promptly upon completion of the same.

(j) **Responsibility for Maintenance of Facilities.** Permittee shall be solely responsible for repairing and maintaining all facilities placed in or on the Permit Area pursuant hereto in good and safe condition, and City shall have no duty whatsoever for any repair or maintenance of the Permit Area or any such facilities therein. Permittee shall notify City in writing not less than five (5) days before performing any repair or maintenance work in the Permit Area, except in the case of an emergency wherein Permittee shall notify City telephonically and in writing as soon as reasonably possible.

(k) **Revocability.** Permittee acknowledges and agrees that the installation of the facilities permitted hereunder, regardless of cost, shall not in any way whatsoever limit City's right to revoke this Permit pursuant to the terms hereof or any of City's other rights hereunder.

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

(m) **Cathodic and Other Protection.** City may adopt from time to time such rules and regulations with regard to Permittee's facilities and operations hereunder as City may determine are necessary or appropriate, in City's sole discretion, to safeguard against corrosion of, or other damage to, City's pipelines and related facilities. Permittee shall immediately comply with all such rules and regulations upon receipt of a copy thereof.

(n) **Type of Pipe.** Permittee shall use CertainTeed Certa-Lok Yelomine PVC 12-inch diameter pipe along the entire length of the Temporary Pipeline.

6. **Restrictions on Use.** Permittee agrees that, by way of example only and without limitation, the following uses of the Permit Area by Permittee, or any other person claiming by or through Permittee, are inconsistent with the limited purpose of this Permit and are strictly prohibited as provided below:

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

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

(c) **Dumping.** Permittee shall not cause or permit the dumping or other disposal in, on, under or about the Permit Area of landfill, refuse, Hazardous Material (as 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.

(d) **Hazardous Material.** Permittee shall not cause, nor shall Permittee allow any of its Agents or Invitees (as such terms are defined below) to cause, any Hazardous Material (as defined below) to be brought upon, kept, used, stored, generated, released or disposed of in, on, under or about the Permit Area, or transported to, from or over the Permit Area. Permittee shall immediately notify City when Permittee learns of, or has reason to believe that, a release of Hazardous Material has occurred in, on, under or about the Permit Area. Permittee shall further comply with all laws, statutes, ordinances, rules, regulations, policies, orders, edicts and the like (collectively, "**Laws**") requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary or desirable to mitigate the release or minimize the spread of contamination. In the event that Permittee or its Agents or Invitees cause a release of Hazardous Material, Permittee shall, without cost to City and in accordance with all Laws and using the highest and best technology available, promptly return the Permit Area to the condition immediately prior to the release. In connection therewith, Permittee 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 hereof, "**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 other federal, state, or local Law; a “hazardous waste” listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the Permit Area or are naturally occurring substances in the Permit Area; and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids, provided, the foregoing shall not prohibit Permittee from traversing to, from and across the Permit 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 Permit Area.

(e) **Nuisances.** Permittee shall not conduct any activities in, on, under or about the Permit Area that constitute waste, nuisance or unreasonable annoyance (including, without limitation, emission of objectionable odors, noises or lights) to City, to the owners or occupants of neighboring property, or to the public, or that constitute waste or nuisance per se.

(f) **Damage.** Permittee shall not do anything in, on, under or about the Permit Area that could cause damage or interference to any water system infrastructure or other property located in, on, under or about the Permit Area.

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

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

(i) **Heavy Equipment and Vehicles.** To prevent damage to the City’s watershed areas, Permittee may only use a mini-excavator and a small skid-steer loader on the passable portions of the access road to move pipe sections into position.

(j) **Certificate of Project Review.** Permittee shall at all times, strictly comply with the conditions set forth in the Certificate of Project Review attached as Exhibit D.

7. **Permit Fee(s).**

(a) Permittee shall pay to City a one-time non-refundable permit fee in the amount of Seven Hundred Fifty Dollars (\$750) to cover City's processing, inspection and other administrative costs. Such fee is payable at such time as Permittee signs and delivers this Permit to City. Payment shall be made by good check payable to the City and County of San Francisco and delivered to City in care of the Director of the Real Estate Services of the San Francisco Public Utilities Commission at the address for notices to City specified in Section 30 hereof or such other place as City may designate in writing. Without limiting its right to revoke this Permit or any of its other rights hereunder, City may at any time, upon not less than 30 days' written notice to Permittee, charge a use fee for the privilege given hereunder if City establishes a general policy for charging fees for the use permitted hereunder, and City may increase such fee from time to time in accordance with such policy.

8. Insurance.

(a) Permittee shall procure and keep in effect at all times during the term of this Permit, at Permittee's expense, and cause its contractors and subcontractors to maintain at all times during any construction activities on the Permit Area, insurance as follows:

(i) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage, including coverages for contractual liability, personal injury, independent contractors, explosion, collapse and underground (XCU), Broadform Property Damage, Sudden and Accidental Pollution, Products Liability and Completed Operations; (ii) Business Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage, including coverages for owned, non-owned and hired automobiles, as applicable, if Permittee uses or causes to be used any vehicles in connection with its use of the Permit Area, and (iii) Workers' Compensation Insurance, including employer's liability coverage with limits of not less than \$1,000,000 each accident.

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

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

(d) Prior to the Commencement Date of this Permit, Permittee shall deliver to City certificates of insurance and additional insured policy endorsements from insurers in a form satisfactory to City, evidencing the coverages required hereunder, together with complete copies of the policies at City's request. In the event Permittee shall fail to procure such insurance, or to deliver such policies or certificates, City may procure, at its option, the same for the account of Permittee, and the cost thereof shall be paid to City within five (5) days after delivery to Permittee of bills therefore.

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

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

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

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

9. Compliance with Laws. Permittee shall, at its expense, conduct and cause to be conducted all activities on the Permit Area allowed hereunder 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. Permittee shall, at its sole expense, procure and maintain in force at all times during its use of the Permit Area any and all business and other licenses or approvals necessary to conduct the activities allowed hereunder. Permittee understands and agrees that City is entering into this Permit in its capacity as a property owner with a proprietary interest in the Permit Area and not as a regulatory agency with police powers. Permittee further understands and agrees that no approval by City for purposes of this Permit shall be deemed to constitute approval of any federal, state, City or other local regulatory authority with jurisdiction, and nothing herein shall limit Permittee's obligation to obtain all such regulatory approvals at Permittee's sole cost, or limit in any way City's exercise of its police powers.

10. Covenant to Maintain Permit Area. In connection with its use hereunder, Permittee shall at all times, at its sole cost, maintain the Permit Area in a good, clean, safe, secure, sanitary and sightly condition, so far as the Permit Area may be affected by Permittee's activities hereunder.

11. Monuments.

(a) Permittee by signing this Permit acknowledges that the monuments shown on Exhibit B attached hereto, if any, are in place and in good condition. During the installation of any permitted facilities hereunder and at all times during Permittee's use of the Permit Area, Permittee shall protect and safeguard City's monuments. Permittee shall promptly notify City in the event Permittee becomes aware of any change in the condition of City's monuments, regardless of the cause of such change.

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

(c) During the term of this Permit, City may replace missing monuments or install new monuments. When missing monuments are replaced or new monuments installed by the City, the City shall give Permittee written notice thereof. Upon deposit of such notice in the U.S. mail by City, postage prepaid, Permittee shall assume the protection and replacement responsibilities set forth herein.

12. Removal or Alteration of Facilities. Without limiting City's rights hereunder, Permittee shall promptly, at City's written request, alter or remove at its sole expense any and all facilities, improvements, plantings or other property installed or placed in, on, under or about the Permit Area by Permittee, as may be necessary to avoid any actual or potential interference with any of City's pipelines, power lines, facilities or other structures now or later constructed, or with the maintenance thereof or with any other operations or land uses by City. In the request, City shall have the right to specify reasonable time limits for completion of the work. If after such written notice Permittee fails to complete the requested work within the prescribed time limits, City shall have the right to perform the requested work and charge Permittee all costs and expenses incurred by City in performing the work. Such amount shall be due and payable upon City's demand. In the event of an emergency City may, at its sole option and without notice, alter, remove or protect at Permittee's sole expense, any and all facilities, improvements, plantings or other property installed or placed in, on, under or about the Permit Area by Permittee. Permittee shall, upon written or oral notice by City that an emergency exists, take immediate action at its sole expense to protect, remove or relocate such facilities as required by City to meet the emergency.

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

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

15. Repair of Damage. If any portion of the Permit Area or any property of City located on or about the Permit Area is damaged or threatened by any of the activities conducted by Permittee or anyone acting by or through Permittee hereunder, Permittee shall immediately, at its sole cost, notify City by facsimile of such damage or threat. City may, but shall not be obligated, to remedy such damage or threat at Permittee's sole cost, or City may elect to witness Permittee's repair work. In the event City elects not to remedy such damage or threat, Permittee shall repair any and all such damage and restore the Permit 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 Permit Area. Permittee has the sole responsibility to locate such utilities and other existing facilities and protect them from damage. Permittee shall be solely responsible for arranging and paying directly for any utilities or services necessary for its activities hereunder; provided, Permittee shall obtain City's prior written approval to the provision of such services or utilities in, on, under, or through the Permit Area.

16. City's Right to Cure Defaults by Permittee. If Permittee fails to perform any of its obligations under this Permit to restore the Permit Area, remove or alter facilities or repair damage, or if Permittee defaults in the performance of any of its other obligations under this Permit, then City may, at its sole option, remedy such failure for Permittee's account and at Permittee's expense by providing Permittee with three (3) days' prior written or oral notice of City's intention to cure such default (except that no such prior notice shall be required in the event of an emergency as determined by City). Such action by City shall not be construed as a waiver of any rights or remedies of City under this Permit, and nothing herein shall imply any

duty of City to do any act that Permittee is obligated to perform. Permittee shall pay to City upon demand, all costs, damages, expenses or liabilities incurred by City, including, without limitation, reasonable attorneys', experts' and consultants' fees, in remedying or attempting to remedy such default. Permittee's obligations under this Section shall survive the termination of this Permit.

17. No Costs to City. Permittee shall bear all costs or expenses of any kind or nature in connection with its use of the Permit Area, and shall keep the Permit Area free and clear of any liens or claims of lien arising out of or in any way connected with its use of the Permit Area.

18. Indemnity. Permittee shall indemnify, defend, reimburse and hold harmless City, its officers, agents, employees and contractors, and each of them, from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind (“**Claims**”), arising in any manner out of (a) any injury to or death of any person or damage to or destruction of any property occurring in, on or about City’s Property, including the Permit Area and the location of the Existing Pipeline, or any part thereof, whether such injury, death, damage or destruction is caused by the person or property of Permittee, its officers, directors, members, employees, agents, consultants, contractors or subcontractors (collectively, “**Agents**”), its invitees, guests or business visitors (collectively, “**Invitees**”), or third persons, relating to any use or activity under this Permit, (b) any failure by Permittee to faithfully observe or perform any of the terms, covenants or conditions of this Permit, (c) the use of the Permit Area or any activities conducted thereon by Permittee, its Agents or Invitees, (d) any release or discharge, or threatened release or discharge, of any Hazardous Material caused or allowed by Permittee, its Agents or Invitees, on, in, under or about the Permit Area, any improvements or into the environment, (e) City’s environmental review and approval of this Permit, or (f) any failure by Permittee to faithfully observe or perform any terms, covenants or conditions of the Recorded Documents to the extent that such terms, covenants or conditions relate to or are triggered by the work to be performed or the facilities to be installed pursuant to this Permit; except solely to the extent of Claims resulting directly from the willful misconduct of City or City's authorized representatives. In addition to Permittee's obligation to indemnify City, Permittee specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City from any claim that actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Permittee by City and continues at all times thereafter. The foregoing indemnity shall include, without limitation, reasonable attorneys', experts' and consultants' fees and costs, investigation and remediation costs and all other reasonable costs and expenses incurred by the indemnified parties, including, without limitation, damages for decrease in the value of the Permit Area and claims for damages or decreases in the value of adjoining property. Permittee's obligations under this Section shall survive the expiration or other termination of this Permit.

19. Waiver of Claims.

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

(b) Permittee acknowledges that this Permit is freely revocable by City and in view of such fact, Permittee expressly assumes the risk of making any expenditures in connection with this Permit, even if such expenditures are substantial. Without limiting any indemnification obligations of Permittee or other waivers contained in this Permit and as a material part of the consideration for this Permit, Permittee fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, City, its departments, commissions, officers, directors and employees, and all persons acting

by, through or under each of them, under any present or future laws, statutes, or regulations, including, but not limited to, any claim for inverse condemnation or the payment of just compensation under law or equity, in the event that City exercises its right to revoke or terminate this Permit.

(c) Permittee acknowledges that it will not be a displaced person at the time this Permit is terminated or revoked or expires by its own terms, and Permittee fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, City, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, under any present or future laws, statutes, or regulations, including, without limitation, any and all claims for relocation benefits or assistance from City under federal and state relocation assistance laws.

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

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

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

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

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

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

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

22. Cessation of Use. Permittee will not terminate its activities on the Permit Area pursuant hereto without prior written notice to City.

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

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

25. Non-Discrimination in City Contracts and Benefits Ordinance.

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

(b) Other Subcontracts. Permittee shall include in all subcontracts relating to the Permit Area a non-discrimination clause applicable to such subcontractor in substantially the form of subsection (a) above. In addition, Permittee shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Permittee's failure to comply with the obligations in this subsection shall constitute a material breach of this Permit.

(c) Non-Discrimination in Benefits. Permittee does not as of the date of this Permit and will not during the term of this Permit, in any of its operations in San Francisco, on real property owned by City, or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave,

health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

(d) Condition to Permit. As a condition to this Permit, Permittee shall execute the “Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits” form (Form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

(e) Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code relating to non-discrimination by parties contracting for the Permit of City property are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Permittee shall comply fully with and be bound by all of the provisions that apply to this Permit under such Chapters of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Permittee understands that pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Permit may be assessed against Permittee and/or deducted from any payments due Permittee.

26. Requiring Health Benefits for Covered Employees. To the extent applicable and unless exempt or preempted by other law, Permittee agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (“HCAO”), as set forth in San Francisco Administrative Code Chapter 12Q (“**Chapter 12Q**”), including the implementing regulations, as the same may be amended or updated from time to time. The provisions of Chapter 12Q are incorporated herein by reference and made a part of this Permit as though fully set forth herein. The text of the HCAO is currently available on the web at <http://www.sfgov.org/olse/hcao>. Capitalized terms used in this Section and not defined in this Permit shall have the meanings assigned to such terms in Chapter 12Q.

(a) For each Covered Employee Permittee shall provide the applicable health benefit set forth in Section 12Q.3 of the HCAO. If Permittee chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

(b) Notwithstanding the above, if Permittee meets the requirements of a “small business” as described in Section 12Q.3(d) of the HCAO, it shall have no obligation to comply with part (a) above.

(c) Permittee’s failure to comply with any applicable requirements of the HCAO shall constitute a material breach by Permittee of this Permit and City’s remedies shall be those set forth in the HCAO. If, within thirty (30) days after receiving City’s written notice of a breach of this Permit for violating the HCAO, Permittee fails to cure such breach or, if such breach cannot reasonably be cured within such 30-day period, Permittee fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the remedies set forth in Section 12Q.5(f)(1-5). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

(d) Any Contract or Subcontract regarding services to be performed on the Permit Area entered into by Permittee shall require the Contractors and Subcontractors, as applicable, to comply with the requirements of the HCAO and shall contain contractual obligations

substantially the same as those set forth in this Section. Permittee shall notify the Purchasing Department when it enters into such a Contract or Subcontract and shall certify to the Purchasing Department that it has notified the Contractor or Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on the Contractor or Subcontractor through written agreement with such Contractor or Subcontractor. Permittee shall be responsible for ensuring compliance with the HCAO by each Contractor and Subcontractor performing services on the Permit Area. If any Contractor or Subcontractor fails to comply, City may pursue the remedies set forth in this Section against Permittee based on the Contractor's or Subcontractor's failure to comply, provided that the Contracting Department has first provided Permittee with notice and an opportunity to cure the violation.

(e) Permittee shall not discharge, reprimand, penalize, reduce the compensation of, or otherwise discriminate against, any employee for notifying City of any issue relating to the HCAO, for opposing any practice proscribed by the HCAO, for participating in any proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

(f) Permittee represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the requirements of the HCAO.

(g) Permittee shall keep itself informed of the requirements of the HCAO, as they may change from time to time.

(h) Upon request, Permittee shall provide reports to City in accordance with any reporting standards promulgated by City under the HCAO, including reports on Subcontractors or Contractors.

(i) Within five (5) business days after any request by City, Permittee shall provide City with access to pertinent records relating to any Permittee's compliance with the HCAO. In addition, City and its agents may conduct random audits of Permittee at any time during the term of this Permit. Permittee agrees to cooperate with City in connection with any such audit.

27. Notification of Limitations on Contributions. Through its execution of this Permit, Permittee acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the selling or leasing of any land or building to or from the City whenever such transaction would require the approval by a City elective officer or the board on which that City elective officer serves, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, 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. Permittee 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. Permittee further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Permittee's board of directors, chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than twenty percent (20%) in Permittee; any subcontractor listed in the contract; and any committee that is sponsored or controlled by Permittee. Additionally, Permittee acknowledges that Permittee must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Permittee further agrees to provide to City the names of each person, entity or committee described above.

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

29. Taxes, Assessments, Licenses, Permit Fees and Liens.

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

(b) Permittee agrees to pay taxes of any kind, including, but not limited to, possessory interest taxes, that may be lawfully assessed on the interest hereby created and to pay all other taxes, excises, licenses, permit charges and assessments based on Permittee's usage of the Permit Area that may be imposed upon Permittee by law, all of which shall be paid when the same become due and payable and before delinquency.

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

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

City or SFPUC: Real Estate Services
Public Utilities Commission
525 Golden Gate Avenue, 10th Floor
San Francisco, California 94102
Attn: Director
Re: **CCWD Stone Dam Temporary Pipeline**

Permittee: David Dickson
Coastside County Water District
766 Main Street
Half Moon Bay
CA 94019

Notices herein shall be deemed given two (2) days after the date when they shall have been mailed if sent by first class, certified or overnight courier, or upon the date personal delivery is made.

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

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

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

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

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

36. Severability. If any provision of this Permit or the application thereof to any person, entity or circumstance shall be invalid or unenforceable, the remainder of this Permit, 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 Permit shall be valid and be enforceable to the fullest extent permitted by law, except to the extent that

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

37. Cooperative Drafting. This Permit has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Permit reviewed and revised by legal counsel. No party shall be considered the drafter of this Permit, 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 Permit.

38. General Provisions. (a) This Permit may be amended or modified only by a writing signed by City and Permittee. (b) No waiver by any party of any of the provisions of this Permit shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. No waiver shall be deemed a subsequent or continuing waiver of the same, or any other, provision of this Permit. (c) Except as expressly provided to the contrary, all approvals, consents and determinations to be made by City hereunder may be made in the sole and absolute discretion of City. (d) This instrument (including the exhibit(s) hereto) contains the entire agreement between the parties and all prior written or oral negotiations, discussions, understandings and agreements are merged herein. (e) The section and other headings of this Permit are for convenience of reference only and shall be disregarded in the interpretation of this Permit. (f) Time is of the essence in all matters relating to this Permit. (g) This Permit shall be governed by California law and City's Charter. (h) If either party commences an action against the other or a dispute arises under this Permit, the prevailing party shall be entitled to recover from the other reasonable attorneys' fees and costs. For purposes hereof and for purposes of the indemnifications set forth herein, reasonable attorneys' fees of City shall be based on the fees regularly charged by private attorneys in San Francisco with comparable experience notwithstanding the City's use of its own attorneys. (i) If Permittee consists of more than one person then the obligations of each person shall be joint and several. (j) Permittee may not record this Permit or any memorandum hereof. (k) Subject to the prohibition against assignments or other transfers by Permittee hereunder, this Permit shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns. (l) Any sale or conveyance of the property burdened by this Permit by City shall automatically revoke this Permit. (m) Notwithstanding anything to the contrary contained in this Permit, Permittee acknowledges and agrees that no officer or employee of City has authority to commit City to this Permit unless and until a resolution of City's SFPUC shall have been duly adopted approving this Permit and authorizing the transaction contemplated hereby. Therefore, any obligations or liabilities of City hereunder are contingent upon enactment of such a resolution, and this Permit shall be null and void if City's SFPUC does not approve this Permit, in its sole discretion.

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

PERMITTEE:

COASTSIDE COUNTY WATER DISTRICT,
a water district within San Mateo County

By: _____
David Dickson
General Manager
Coastside County Water District

Date: _____

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
Harlan L. Kelly, Jr.
General Manager
San Francisco Public Utilities Commission

Date: _____

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

By: _____
Carolyn J. Stein
Deputy City Attorney

Authorized by the San Francisco Public Utilities Commission

Resolution No. _____

Adopted: _____

Attested: _____
Secretary
San Francisco Public Utilities Commission

EXHIBIT A

Description of Permit Area

All that certain real property located in San Mateo County, California, described as follows:

A portion of SFPUC Parcel 31, APN 093-080-180, and as shown on Drawing titled "Coastside County Water District Pilarcitos Canyon Temporary Pipeline Project," attached hereto as Exhibit B and made a part hereof.

EXHIBIT B

Drawing titled “Coastside County Water District Pilarcitos Canyon Temporary Pipeline Project”

SFPUC's Existing Pipeline

Meter

Approximate Location:
37.5232°
-122.3923°

Upper SFPUC Gate

Approximate location: 37.5232°
-122.3911°

CCWD Existing
(1948) Welded Steel
Pipeline

12"

12"

Lower SFPUC Gate

Approximate location:
37.5204°
-122.3907°

Approximate Location of
SFPUC / CCWD
Property Boundary

End of Road

CCWD Existing
(1994) Ductile Iron
Pipeline

12"

**COASTSIDE COUNTY WATER DISTRICT
PILARCITOS CANYON
TEMPORARY PIPELINE PROJECT**

- NEW 12" PVC PIPELINE
- SFPUC EXISTING 12" PIPELINE
- CCWD EXISTING WELDED STEEL PIPELINE
- CCWD EXISTING DUCTILE IRON PIPELINE
- GATE
- CREEK

N
↑
CONTOUR ELEVATIONS IN FEET MSL

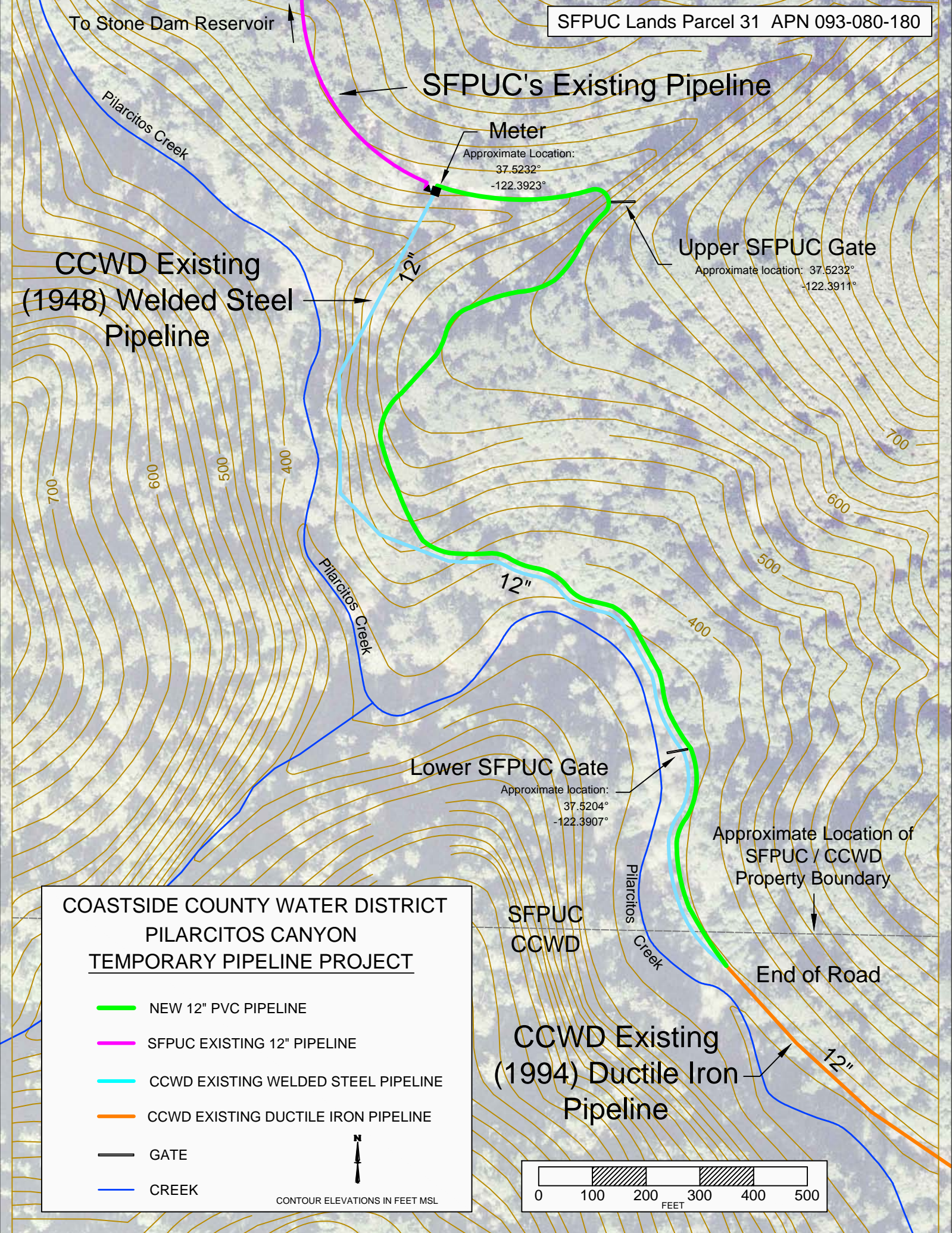
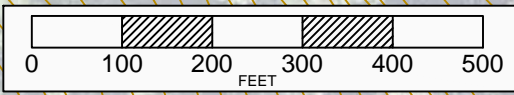


EXHIBIT C

Deed

Deed

Spring Valley Water Company

to

City and County of San Francisco

—
Water System Properties
—

Dated as of March 3, 1930.

This Indenture, made and entered into as of this 3rd day of March, 1930, by and between SPRING VALLEY WATER COMPANY, a corporation, duly organized, existing and acting under and by virtue of the laws of the State of California, hereinafter referred to as "Water Company," the party of the first part, and CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation of the State of California, hereinafter referred to as "City," the party of the second part,

Witnesseth:

That the Water Company, for and in consideration of the sum of Thirty-nine Million Nine Hundred Sixty-two Thousand Six Hundred Six and 51/100 Dollars (\$39,962,606.51) (modified by certain adjustments for rents, incomes, additions and betterments, etc., subsequent to December 31, 1929), paid to the Water Company by the City, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer, convey and set over to the City all of the water system and the business and good will attached thereto now owned, possessed and used by the Water Company in the conservation, storage, transmission, distribution and sale of water to the City and County of San Francisco and its inhabitants, and to other towns and communities and water consumers in the counties of San Mateo, Alameda and Santa Clara, together with all permits, rights, licenses, franchises, grants, privileges, powers and immunities and properties, real, personal and mixed, tangible and intangible, of every nature and kind whatsoever and wherever situated, now owned, held and/or used by the Water Company in conjunction with said water system and business, excluding, however, all lands now owned by the Water Company and not hereinafter specifically described as conveyed to the City, together with the rights incident and appurtenant to such retained lands, except such rights therein as are by the terms of this indenture specifically granted to the City, all of which said property is hereby conveyed to the City free from the lien of any mortgage or deed of trust heretofore executed by the Water Company. Included in the properties hereby conveyed to the City are the following particularly described properties, to-wit:

westerly line of Forty-fourth Avenue 190 feet; thence at a right angle westerly 120 feet; thence at a right angle southerly 180 feet; and thence at a right angle easterly 120 feet to the westerly line of Forty-fourth Avenue; and the point of commencement.
Being a portion of Outside Land Block Number 1074.

SAN MAZEO COUNTY LANDS

All those certain lots, pieces or parcels of land situate, lying and being in the County of San Mateo, State of California, and particularly described as follows, to-wit:

Parcel 1: Old Ocean View Pump Station Lot

Commencing at a granite monument set at the intersection of the easterly boundary line of the Rancho Laguna de la Merced with the boundary line between the City and County of San Francisco and the County of San Mateo, said last mentioned line being also the Township line between Townships 2 and 3 South, Range 6 West, M. D. M.; and running thence along said easterly boundary line of said Rancho, south 565.52 feet to the northerly corner of that certain tract described as Parcel 2 in a deed from Spring Valley Water Company to Joint Highway District No. 10 of the State of California, dated November 14, 1920, and recorded November 25, 1925, in Volume 501, Official Records of San Mateo County; at Page 1; thence deflecting 2° 40' 30" left and running southeasterly 636.84 feet along the easterly line of said Parcel 2; thence easterly at right angles to said line of said Rancho Laguna de la Merced 178.28 feet to the westerly line of the right of way of the Southern Pacific Railroad Company; thence northerly and northeasterly along said westerly line of said right of way 1194 feet, more or less, to the intersection thereof with the boundary line between the City and County of San Francisco and the County of San Mateo; and running thence along said County boundary line west 444.82 feet to the intersection thereof with the westerly boundary line of the Rancho Laguna de la Merced and the point of commencement.

Being a portion of Section 1, Township 3 South, Range 6 West, M. D. M., and containing 7 acres, more or less.

Parcel 2: Hillcrest Lots

Commencing at the point of intersection of the boundary line between the City and County of San Francisco and the County of San Mateo with the northeasterly line of Lot No. 1 in Block No. 6, as per Map of Hillcrest, hereinafter referred to; and running thence along said northeasterly line of said Lot No. 1 south 57° 30' east 85 feet, more or less, to the intersection thereof with the westerly line of Santa Barbara Avenue; thence northerly along said westerly line of Santa Barbara Avenue 21.50 feet to the southerly corner of Lot No. 12 in Block No. 7, as per said Map of Hillcrest; thence along the southerly line of said Lot No. 12 north 67° 30' west 18 feet, more or less, to the intersection thereof with the boundary line between the City and County of San Francisco and the County of San Mateo; thence along said County line west 61 feet, more or less, to the point of commencement. Containing 0.014 of an acre, more or less.

Being a strip of land bounded northeasterly by the southerly line of Block No. 7; southwesterly by the northeasterly line of Block No. 6; easterly by the westerly line of Santa Barbara Avenue and northerly by the boundary line between the City and County of San Francisco and the County of San Mateo, as said strip is laid down and delineated upon a certain map on file in the office of the County Recorder of the County of San Mateo, entitled "Map of Hillcrest," recorded March 14, 1907 in Book 14 of Miscellaneous Records, page 232. Subject to the terms, conditions and reservations set forth in deed from Central Trust Company of California to Spring Valley Water

Company, dated December 18, 1907 and recorded December 20, 1907 in Book 145 of Deeds at page 74, San Mateo County Records.

Parcel 3: Hillcrest Lots

Commencing at a point on the easterly line of Santa Barbara Avenue, at the northerly corner of Lot No. 1 in Block No. 3, as per Map of Hillcrest hereinafter referred to; running thence southeasterly along the northeasterly line of said Block No. 3 of Hillcrest 100.87 feet to the westerly line of a lane 10 feet in width lying between the Daily Hill property of the Spring Valley Water Company and the easterly line of said Block No. 3; thence northerly along the westerly line of said 10 foot lane 21.59 feet to the southerly corner of Lot No. 10 in Block No. 5 as per said Map of Hillcrest; thence northerly along the southerly line of said Block No. 5 of Hillcrest 193.95 feet to the easterly line of Santa Barbara Avenue; thence southerly along said easterly line of Santa Barbara Avenue 22.18 feet to the southerly corner of Lot 1 in Block No. 3 of Hillcrest and the point of commencement. Containing 0.047 of an acre, more or less.

Being a strip of land 20 feet in width lying between Blocks Nos. 3 and 5 as the same are laid down and delineated upon a certain Map on file in the office of the County Recorder of the County of San Mateo, entitled "Map of Hillcrest," recorded March 14, 1907 in Book 14 of Miscellaneous Records, page 232.

Subject to the terms, conditions and reservations set forth in deed from Central Trust Company of California to Spring Valley Water Company, dated December 18, 1907, and recorded December 20, 1907 in Book 145 of Deeds at page 74, Official Records of San Mateo County.

Parcel 4: Daly Hill Lot

Commencing at the point of intersection of the boundary line between the City and County of San Francisco and the County of San Mateo with the southwesterly boundary line of the San Miguel Rancho; and running thence along said Rancho line south 37° 14' 30" east 231.14 feet to the northwesterly line of a 20 foot lane as delineated on the Map of Hillcrest on file in the office of the County Recorder of the County of San Mateo; thence along the northwesterly line of said 20 foot lane south 53° 42' 30" west 175 feet to the northeasterly line of a 20 foot lane as delineated upon said Map of Hillcrest; thence along said northeasterly line of said lane north 35° 21' 30" west 116.94 feet to an angle in said lane; thence north 0° 11' 30" west 116.94 feet to the boundary line between the City and County of San Francisco and the County of San Mateo; and thence along said County line east 127.83 feet to the southwesterly line of the San Miguel Rancho and the point of commencement. Containing 1.14 acres, more or less.

Said map of Hillcrest hereinabove referred to was recorded March 14, 1907 in Book 14 of Miscellaneous Records, page 232, San Mateo County Records.

Together with rights and subject to the terms and conditions contained in that certain deed from W. H. Kluns et al to Spring Valley Water Works, dated August 25, 1891 and recorded April 3, 1893 in Book 64 of Deeds at page 332, Official Records of San Mateo County.

Parcel 5: Strip through Diamond Tract on Crystal Springs Pipe Line

Commencing at a point in the northerly line of Walbridge Street, which point bears north 70° 34' west 771 feet from the intersection of said northerly line of Walbridge Street with the westerly line of San Bruno Avenue; running thence north 19° 26' east 59.82 feet to the northerly line of the property of the Diamond Estate Company; thence westerly along said northerly line of said property of the Diamond Estate Company 14 feet; thence south 19° 26' west 197.35 feet to the northerly line of Walbridge Street; thence easterly along said northerly line of Walbridge Street 14 feet to the point of commencement. Containing 0.122 of an acre, more or less.

September 21, 1929, and recorded October 5, 1929, in Liber 173 of Deeds at page 113, San Mateo County Records.

Parcel 28: Millbrae Reservoir Lot
Commencing at a point in the center of the County Road leading from San Francisco to San Jose at the southeast corner of the Jose Maria Sanchez 57.24 acre tract, as set apart in the final partition of the Buri Buri Rancho; running thence along said center line of said County Road south 39° east 11 chains; thence south 48° east 2.39 chains to the Carrie M. P. Coleman Tract; thence leaving said center line of said County Road and along the northerly line of said Coleman Tract south 53° 45' west 37.25 chains; thence north 33° 15' west 15.22 chains; thence north 58° 45' east 35.57 chains to the center line of said County Road and the point of commencement.

Being a portion of the Buri Buri Rancho and containing 51.71 acres, as set apart to Ricardo Sanchez in final partition of said Rancho, by the Water Company to Pacific Gas and Electric Company by deed dated September 12, 1929, and recorded October 2, 1929, in Book 440, page 152, San Mateo County Official Records.

Parcel 29: Millbrae Pump Station Lot

Commencing at a point on the center line of the County Road leading from San Francisco to San Jose distant along said center line north 46° 53' west 60.8 feet from the intersection of said center line with the boundary line between the Carrie M. P. Coleman 176.20 acre tract and the Custodio Silva 168 acre tract, and running thence along said center line north 46° 53' west 932.4 feet to the intersection thereof with the northwesterly line of said Carrie M. P. Coleman Tract; thence along said northwesterly line north 53° 48' east 701.47 feet to a point thereon distant 76.13 feet westerly from the westerly line of the lands of the Southern Pacific Railroad Company, which point is the most westerly corner of a tract of 1.134 acres conveyed to the United Railroads of San Francisco by the Spring Valley Water Company by deed dated October 5, 1911, and by which said deed dated February 3, 1912, and both recorded March 25, 1912, in the office of the County Recorder of San Mateo County in Liber 211 of Deeds, the former, at page 36, the latter, at page 24; thence along the westerly line of said 1.134 acre tract south 45° 38' east 234.67 feet and south 39° 14' east 185.37 feet to a point distant north 39° 14' west 50.01 feet from the intersection of said last line with said boundary line between said C. M. P. Coleman 176.20 acre tract and said Custodio Silva 168 acre tract, said last point being distant south 53° 48' west 51.63 feet from the westerly line of said lands of the Southern Pacific Railroad Company; thence leaving said westerly line of said 1.134 acre tract and running parallel to and distant 50 feet measured at right angles northwesterly from said line between C. M. P. Coleman 176.20 acre tract and said Custodio Silva 168 acre tract south 53° 48' west 692.19 feet, more or less, to said center line of said County Road and the point of commencement. Containing 16.356 acres, more or less.

Together with a right of way for a waste or drain pipe from the above described parcel to San Francisco Bay acquired by Spring Valley Water Works from Robert L. Coleman, et al, by instrument dated January 3, 1898, and recorded January 22, 1898, in Book 78 of Deeds, page 36, San Mateo County Records.

Together with reservations and subject to the terms and conditions contained in the two deeds, heretofore mentioned, from the Spring Valley Water Company to the United Railroads of San Francisco.

Parcel 30: Silva Tract

Commencing at the point of intersection of the center line of the County Road leading from San Francisco to San Jose with the bound-

dary line between the R. L. Coleman 176.20 acre tract and the tract of 212.22 acres set apart to C. K. Garrison in the final partition of the Buri Buri Rancho; and running thence along said last mentioned boundary line south 53° 45' west 7284.70 feet to the northeast corner of a tract of 36.60 acres conveyed by Cornelius K. Garrison to Spring Valley Water Works by deed dated August 12, 1888, and recorded in the office of the County Recorder of the County of San Mateo September 4, 1888, in Liber 7, of Deeds, at page 304; thence along the easterly line of said last mentioned tract south 56° 54' east 66.46 feet to the boundary line between the Garrison 212.12 acre tract and the E. Taylor 494.48 acre tract as set apart in the final partition of the Buri Buri Rancho; thence along said last boundary line north 53° 45' east 7438.82 feet to the center line of said County Road leading from San Francisco to San Jose; and thence along said last mentioned line north 48° 47' west 860.29 feet to the point of commencement. Being a portion of the Buri Buri Rancho and containing 146.55 acres, more or less.

Parcel 31: Crystal Springs, San Andreas and Placeritos Reservoirs and Watershed Lands

Commencing at a point in the boundary line between the Buri Buri Rancho and the San Pedro Rancho, distant thereon north 39° west 84.57 chains from Station "B, B. 5" of said Buri Buri Rancho as finally surveyed September, 1864, by the United States Surveyor General; said point of commencement being also the northwesterly corner of a tract of 182.43 acres conveyed by Frank H. Gajdlicher et al, to Spring Valley Water Company by deed dated June 21, 1904, and recorded in the office of the County Recorder of the County of San Mateo, August 19, 1904, in Liber 119 of Deeds, page 64, and running thence from said point of commencement along the northwesterly line of said tract north 68 1/2° east 18 chains; thence north 30 1/2° east 21.65 chains; thence north 43 1/2° east 0.47 chain to a round topped iron pipe monument 4 inches in diameter, set in concrete at the northerly corner of said tract and the northwesterly corner of that certain Estate incorporated by deed dated April 3, 1923, and recorded May 9, 1923 in Volume 76 of Official Records at page 220, San Mateo County Records; thence along the northwesterly boundary line of said tract north 28° 47' east 156.77 feet to a round topped iron pipe monument 4 inches in diameter set in concrete; thence continuing along said last mentioned course 40.91 feet to Engineer's Station 384 + 39.53 on the center line survey for the Skyline Boulevard (California State Highway, Division IV, San Mateo County, Route 55, Section A); thence along said center line survey south 38° 07' east 1164.77 feet to Engineer's Station 476 + 04.30 at the southerly corner of a 20.069 acre tract conveyed by Spring Valley Water Company to Mills Estate, Incorporated, by deed dated April 23, 1923, and recorded May 9, 1923, in Book 76, Official Records of San Mateo County, at page 216; thence leaving said Highway north 56° 53' east along the southeasterly line of said Mills tract 40.15 feet to an iron pipe monument set in concrete and continuing north 54° 53' east 22.43 feet to the easterly line of a 153.75 acre tract conveyed by D. O. Mills and A. I. Easton to Spring Valley Water Works by deed dated July 17, 1888, and recorded August 2, 1888, in Book 8 of Deeds at page 147, San Mateo County Records; thence along said easterly line south 0° 15' west 121.60 feet, south 80 1/2° east 7.00 chains, south 22 1/2° east 3.50 chains, south 38 1/2° east 13.76 chains, and south 47 1/2° east 9.00 chains to the easterly corner of said 153.75 acre tract; thence leaving said tract south 47 1/2° east 14.03 chains and south 29 1/2° east 6.05 chains to the northwesterly corner of a 21.49 acre tract conveyed by A. Bollicoff et al to Spring Valley Water Works by deed dated July 17, 1888, and recorded July 20, 1888, in Book 7 of Deeds at page 254, San Mateo County records; thence along the easterly line of said tract south 29 1/2° east

stake set in the angle of a fence; thence following the line of a ridge south 25° 58' east 514.20 feet, south 34° 26' east 285.80 feet, south 11° 15' east 600.00 feet, south 39° 13' east 330.00 feet, south 0° 41' west 745.00 feet, south 38° 56' east 455.00 feet, south 10° 23' east 1155.00 feet, south 19° 16' east 160.50 feet; thence leaving said ridge south 2° 13' east 920.96 feet to a point on the County Road known as the Crystal Springs Road; thence along the center of said road north 83° 37' east 30.21 feet, south 22° 49' east 188.80 feet, south 47° 23' east 538.20 feet, south 75° 50' east 240.30 feet, north 78° 24' east 144.30 feet, north 57° 02' east 211.10 feet, north 74° 15' east 195.50 feet, north 57° 25' east 187.40 feet, north 57° 42' east 183.00 feet, north 41° 24' east 144.30 feet to a monument marked "P 35" north 10° east 24' east 365.10 feet to a monument marked "P 36" north 35° 10' east 198.90 feet to a monument marked "P 37" north 35° 10' east 259.80 feet to a monument marked "P 38" north 70° 10' east 283.80 feet to a monument marked "P 40" north 31° 53' east 348.90 feet to a monument marked "P 41" north 20° 38' east 321.80 feet to a point in the center of the County Road known as the Crystal Springs Road, said point being distant south 20° 38' west 189 feet measured along the center line of said road from an iron monument marked "P 42"; thence south 46° 50' east 81.6 feet, more or less, to the center of San Mateo Creek and the boundary line between the Rancho de las Puigas and the Rancho San Mateo, being also the westerly boundary of a tract of 42.17 acres conveyed by Henry Barriobol to Spring Valley Water Works by deed dated July 7, 1886, and recorded in the office of the County Recorder of San Mateo County January 31, 1881, in Liber 54 of Deeds at page 318; thence in a general northerly direction down the center line of said creek and along the westerly boundary of said 42.17 acre tract 2009 feet, more or less, to Station "P 1" at the most northerly corner of said 42.17 acre tract, from which an alder tree 26 inches in diameter bears north 71° 45' east 14.60 feet distant; thence leaving the center of San Mateo Creek south 73° east 77 feet to a monument marked "P 52" set in the center of the County Road leading from San Mateo to Half Moon Bay; thence along the center of said County Road south 13° 10' west 337.5 feet, south 30° 24' east 240 feet, south 17° 06' west 280 feet, south 0° 39' east 230 feet, south 24° 21' west 190 feet, south 1° 06' west 168 feet, south 43° 24' east 410 feet, south 12° 24' east 330 feet, south 43° 06' west 440 feet to a monument marked "P 43" from which a willow tree 16 inches in diameter marked "B. T. P. 43" bears north 48° west 40.2 feet distant; thence continuing along the center of said County Road south 20° 28' west 480 feet, south 1° 22' east 230 feet, south 14° 08' west 240 feet, south 49° 37' east 420 feet, south 28° 52' east 200 feet, south 35° 12' east 234.15 feet, south 70° 26' west 111.54 feet, north 41° 52' west 409 feet, north 72° 52' west 200 feet, north 48° 37' west 440 feet, south 87° 53' west 110 feet, south 43° 23' west 210 feet, south 11° 35' west 160 feet, south 52° 03' west 170 feet, south 53° west 190 feet, north 89° 07' west 250 feet, south 30° 23' west 350 feet, north 85° 37' west 200 feet, south 41° 23' west 130 feet, south 2° 22' east 210 feet, south 50° 08' west 100 feet, north 56° 37' west 240 feet, south 31° 53' west 260 feet, south 19° 53' west 205 feet, south 31° 23' west 170 feet, south 18° 52' east 450 feet, south 17° 52' east 220 feet, south 10° 53' west 380.4 feet to a monument marked "Q 25"; thence leaving the center of said County Road north 82° 28' east 764.35 feet to a monument marked "P 23"; thence south 80° 02' east 480.41 feet; thence south 40° 01' east 1144.97 feet to a monument marked "P 22"; thence south 21° 59' east 394 feet to a monument marked "P 21"; thence south 22° 30' east 660.27 feet to a monument marked "P 20"; thence south 69° 52' east 1357.57 feet to a monument marked "P 19"; thence south 37° 21' east 2036 feet to a monument marked "P 18" at the southerly corner of a tract

5.95 chains; thence south 52° east 4.94 chains; thence south 60% east 2.39 chains; thence south 60% east 2.99 chains; thence south 36% east 9.38 chains to the northeasterly corner of a 36.60 acre tract conveyed by C. K. Garrison to Spring Valley Water Works by deed dated August 13, 1888, and recorded in the office of the County Recorder of the County of San Mateo September 4, 1888, in Liber 7 of Deeds at page 306; thence south 36% east 13.16 chains to the northeast corner of a tract of 66.92 acres conveyed by Edward Taylor to Spring Valley Water Works by deed dated July 16, 1888, and recorded in the office of the County Recorder of San Mateo County August 3, 1888, in Liber 8 of Deeds at page 183; thence south 27% east 35.00 chains to the northeast corner of a tract of 34.52 acres conveyed by H. S. Jones et ux. to Spring Valley Water Works by deed dated September 4, 1888, and recorded in the office of the County Recorder of the County of San Mateo September 17, 1888, in Liber 8 of Deeds at page 285; thence thence along the easterly line of said last mentioned tract south 50° east 12.90 chains to the northeast corner of a tract of 96.11 acres conveyed by D. Ogden Mills to Spring Valley Water Works by deed dated July 17, 1888, and recorded in the office of the County Recorder of the County of San Mateo August 3, 1888, in Liber 8 of Deeds at page 149; thence north 53° 38' east 257.3 feet to Engineer's Station "A" 563 + 32.72 on said center line survey for the Skyline Boulevard; thence along said center line survey as follows: South 40° 27' east 4005.29 feet to Engineer's Station "A" 683 + 39.01; thence on a curve to the right with a radius of 1000 feet and a central angle of 12° 31' 30", a distance of 218.17 feet to Engineer's Station "A" 605 + 57.18; thence south 27° 55' 30" east 667.74 feet to Engineer's Station "A" 612 + 24.92 on the line dividing land now or formerly of Mills Estate, Inc., and land of Panama Realty Company; thence leaving said center line survey and running along said dividing line south 52° 32' 40" west 588.78 feet to the northwesterly corner of lands of Panama Realty Company acquired by deed from Ansel M. Easton and Louisa A. Easton, his wife, recorded in Volume 343 of Deeds at page 298; Records of San Mateo County; thence along the westerly line of said lands south 43° 48' east 1156.85 feet along a fence to an old stake; thence south 78° 30' east 100 feet to an old 20 penny nail in the ground 20 feet easterly from a curved fence; thence on a curve to the left (20 feet easterly from said curved fence) with a radius of 370 feet, a distance of 222.89 feet, the long chord of which bears south 13° 30' east; thence on a curve to the left (20 feet easterly from said curved fence) with a radius of 1030 feet, a distance of 701.10 feet, the long chord of which bears south 58° east; thence south 12° 23' west 368.80 feet to a fence corner; thence south 43° 46' 50" east 1819.32 feet along a fence to the boundary line between the said Burí Rancho and San Mateo Rancho; thence along said boundary line north 54° 46' east 157.43 feet to a round topped iron pipe monument 4 inches in diameter set in concrete; thence continuing along said boundary line north 54° 48' east 40.07 feet to Engineer's Station thence continuing along said boundary line north 54° 48' east 32.06 feet to the northeast corner of a tract of 284.65 acres conveyed by Home Mutual Insurance Company to Spring Valley Water Works by deed dated January 9, 1886, and recorded in the office of the County Recorder of the County of San Mateo January 26, 1886, in Liber 9 of Deeds at page 423; thence along the easterly line of said last mentioned tract south 37% east 76.58 chains to the northeasterly corner of a tract of 981.60 acres conveyed by William H. Howard et al. to Spring Valley Water Works by deed dated December 14, 1886, and recorded in the office of the County Recorder of the County of San Mateo December 17, 1886, in Liber 41 of Deeds at page 125; thence along the easterly line of said last mentioned tract south 34 1/2% east 24.15 chains; thence south 51 1/2% east 59.16 chains to a 3' x 4' old

of 775.77 acres conveyed by Suburban Company to Spring Valley Water Company by deed dated September 2, 1910, and recorded in the office of the County Recorder of San Mateo County September 14, 1910, in Liber 188 of Deeds at page 43; said point also being in the easterly line of a tract of 516.43 acres conveyed by Gustave Touchard to Spring Valley Water Works by deed dated July 27, 1874, and recorded in the office of the County Recorder of the County of San Mateo August 1, 1874, in Liber 23 of Deeds at page 238; thence along the easterly line of said last mentioned tract south 37 $\frac{1}{2}$ ° east 31.59 chains to the northwesterly line of a tract of 528.78 acres conveyed by Christian Bollinger to Spring Valley Water Works by deed dated April 16, 1875, and recorded in the office of the County Recorder of the County of San Mateo April 17, 1875, in Liber 24 of Deeds at page 425; thence along the northwesterly line of said last mentioned tract north 49 $\frac{1}{2}$ ° east 44.13 chains to the northerly corner of said tract; thence along the northwesterly line of said tract south 49 $\frac{1}{2}$ ° east 25.26 chains; thence south 31 $\frac{1}{2}$ ° east 2391.2 feet, more or less, to the northerly corner of a tract of 2.81 acres conveyed by Spring Valley Water Company to W. F. Chipman and Union Trust Company of San Francisco by deed dated June 28, 1918, and recorded July 1, 1918, in Book 274 of Deeds at page 112, San Mateo County Records; thence along the westerly and southerly boundaries of said tract south 19° 47' west 51.64 feet, south 5° 02' west 105.55 feet, south 25° 44' west 193.5 feet, south 51° 35' east 139.8 feet, south 70° 18' east 229.4 feet, south 73° 01' east 142.5 feet to the easterly line of said tract of 628.78 acres conveyed by Christian Bollinger to Spring Valley Water Works; thence along said easterly line south 31° 18' east 5168.4 feet, more or less, to the easterly corner of a tract of 633 acres conveyed by Christian Bollinger to Spring Valley Water Works by said deed of April 16, 1875, hereinabove referred to; thence along the southeasterly line of said last mentioned tract south 47° 53' west 4225.3 feet to a concrete monument on the line between the Rancho de las Pulgas and the Rancho Canada de Raymundo distant south 43 $\frac{1}{2}$ ° east 31.54 chains from Station "M. G. 2" and "M. A. 4" of said Rancho; thence along said Rancho line south 43° 25' east 44.60 chains to the easterly corner of that 659.80 acre tract of land conveyed by Margaret O'Callaghan to Spring Valley Water Works by deed dated June 1, 1875, and recorded June 2, 1875, in Book 25 of Deeds at page 54, San Mateo County Records; thence along the southeasterly line of said tract south 46° 30' west 1892.82 feet to the northerly corner of that certain 7.62 foot strip of land conveyed by The Filoli Estate to Spring Valley Water Company by deed dated July 19, 1929, and recorded July 24, 1929, in Volume 421, Official Records of San Mateo County at page 367; thence along the boundaries of said strip south 25° 31' east 7.97 feet, south 46° 30' west 8114.80 feet to the easterly line of the Skyline Boulevard and northerly along said easterly boulevard line 8.0 feet to the southeasterly line of said 659.80 acre tract of land acquired from Margaret O'Callaghan; thence along said southeasterly line south 46° 30' west 1150 feet, more or less, to the westerly line of Rancho Canada de Raymundo; thence along said Rancho line north 21° west 2.12 chains to the southwesterly corner of that certain 9.23 acre tract conveyed to Octavia McFarland by Spring Valley Water Works by deed dated November 18, 1885, and recorded in the office of the County Recorder of the County of San Mateo December 24, 1885, in Liber 41 of Deeds at page 142; thence along the southeasterly boundary line of said tract north 46° 30' east 8.50 chains to the westerly side of a public road; thence north 29° west 3.50 chains; thence north 48° west 16.20 chains, more or less, to a point on the westerly boundary line of said Rancho Canada de Raymundo, distant along said line south 21° east 16.08 chains from Station 52 of the United States Coast Survey, said point being the northwesterly corner of said 9.23 acre tract; thence along said Rancho line north 21° west 3.50 chains to the southeasterly

corner of that certain 2.73 acre tract conveyed to Octavia McFarland by Spring Valley Water Works by said deed dated November 18, 1885; thence along the northwesterly boundary line of said tract north 17° 30' west 518.98 feet to a point distant south 17° 30' east 225.50 feet from a corner in the easterly boundary of said tract, said point being also the most southerly corner of that certain 1.68 acre tract conveyed to Spring Valley Water Company by Carrie E. Bridge and Henry S. Bridge by deed dated September 24, 1925, and recorded October 15, 1925, in Volume 183 of Official Records at page 221, San Mateo County Records; thence along the boundary of said tract north 46° 23' west 652.66 feet to a point on the easterly boundary line of the Skyline Boulevard, said point being south 87° 08' east 50 feet from Engineer's Station "P" 166 + 13.42, Section C, on the center line survey for said boulevard as described in that certain deed from Spring Valley Water Company to State of California dated March 15, 1924, and recorded in the office of the County Recorder of San Mateo County, in Book 139 of Official Records, page 368; thence northerly along the easterly boundary line of said Skyline Boulevard on a curve to the left with a radius of 750 feet and a central angle of 13° 22', a distance of 174.97 feet, the tangent to said curve at its point of beginning bearing north 2° 52' east; thence leaving said easterly boundary line of said boulevard and the boundary of said 1.68 acre tract north 44° 49' 20" west 225.83 feet along the easterly boundary line of that certain 20 acre tract excepted from land conveyed by Antoine Borel and Gracie Borel, his wife, to Spring Valley Water Company by deed dated April 20, 1908, and recorded in the office of the County Recorder of San Mateo County May 25, 1908, in Liber 145 of Deeds at page 532, to a point on the westerly boundary line of said Skyline Boulevard, said last mentioned point being south 62° 49' 30" west 50 feet from Engineer's Station "P" 162 + 47.43 on the center line survey for said boulevard, said point being also the most southerly corner of that certain 0.32 acre tract conveyed by Spring Valley Water Company to Carrie E. Bridge and Henry S. Bridge, her husband, by deed dated September 17, 1925, and recorded October 15, 1925, in Volume 188 of Official Records at page 400, San Mateo County Records; thence along the easterly boundary line of said tract and the westerly boundary line of said boulevard on a curve to the left with a radius of 650 feet and a central angle of 5° 47', a distance of 65.61 feet, the tangent to said curve at the point of beginning bearing north 27° 10' 30" west; thence north 32° 57' 30" west 501.23 feet to a point 50 feet distant measured at right angles westerly from Engineer's Station "A" 156 + 75.84 on said boulevard survey, said point being also the most northerly corner of said 0.32 acre tract; thence northwesterly along the easterly boundary line of said 20 acre tract excepted from said lands conveyed to Spring Valley Water Company by Antoine Borel et ux, said boundary line also being the westerly boundary line of the old County Road known as "Sierra Morena Road," to a point on the westerly boundary line of the Skyline Boulevard, said last mentioned point being 50 feet distant measured at right angles westerly from Engineer's Station "A" 149 + 06.70 on said boulevard survey, said point being the most southerly corner of that certain 1.36 acre tract conveyed by Spring Valley Water Company to Carrie E. Bridge and Henry S. Bridge, her husband, by deed dated September 17, 1925, and recorded October 15, 1925, in Volume 188 of Official Records at page 400, San Mateo County Records; thence along the easterly boundary of said tract and the westerly boundary line of said Skyline Boulevard north 32° 57' 30" west 421.15 feet; thence on a curve to the left with a radius of 850 feet and a central angle of 19° 07', a distance of 316.97 feet to a point on the northwesterly boundary line of that certain tract of land containing 445.18 acres conveyed to Spring Valley Water Company by Antoine Borel et ux by deed dated April 20, 1908, and recorded in said Recorder's Office May 25, 1908, in Book 145 of Deeds, page 532;

said point being the northerly corner of said 1.36 acre tract conveyed by Spring Valley Water Company to Carrie E. Bridge and Henry E. Bridge; thence along the northwesterly boundary line of said 449.19 acre tract north 47° 11' 44" east 50.62 feet to Engineer's Station "P" 140 + 26.2 on the center line of said Skyline Boulevard; thence continuing along said boundary on the last mentioned course 50.62 feet to a point on the easterly boundary of said boulevard, said point being the southerly corner of that certain 175.53 acre tract conveyed to Spring Valley Water Company by Joseph J. Phillips et ux by deed dated August 5, 1924, and recorded May 29, 1925, in Volume 166 of Official Records at page 484, San Mateo County Records; thence along the westerly boundary line of said 175.53 acre tract, which boundary line is also the easterly boundary line of that certain 7.65 acre tract granted by John P. Linehan et al to the State of California by deed dated February 15, 1924, and recorded April 11, 1924, in Volume 113 of Official Records at page 117, San Mateo County Records, on a curve to the left with a radius of 1050 feet and a central angle of 34° 14' 02", a distance of 671.31 feet; thence north 85° west 395.06 feet; thence on a curve to the right with a radius of 650 feet and a central angle of 55° 26', a distance of 541.72 feet; thence north 31° 34' west 615.09 feet; thence on a curve to the right with a radius of 1950 feet and a central angle of 12° 22', a distance of 420.89 feet; thence north 19° 12' west 1860.82 feet to the northwesterly corner of said 175.53 acre tract; thence south 50° west 27.79 feet, more or less, to a point in the westerly line of the Rancho Canada de Raymundo, from which Engineer's Station "P" 83 + 31.7 on the center line of said Skyline Boulevard bears south 50° west 25.7 feet, said last mentioned point being the southwest corner of a tract of 52 acres conveyed by F. W. Quinn et al to Spring Valley Water Works by deed dated October 7, 1897, and recorded in the office of the County Recorder of the County of San Mateo, October 7, 1902, in Liber 92 of Deeds at page 527; thence along the westerly boundary line of said Rancho as surveyed in 1856 by Deputy Surveyor Thomas S. Stevens, under instructions from the United States Surveyor General, north 19° 15' west 16.50 chains, more or less, to Station "M. C. 9" at the northwest corner of said Rancho; thence along the northerly line of said Rancho north 49° east 1 chain, more or less, to the center line of the County Road known as the Redwood Road; thence northerly along the center line of said road to the intersection thereof with the south line of Lot 3 in Section 24, Township 5 South, Range 5 West, M.D.N., said intersection being the southeasterly corner of that certain 3.50 acre tract excepted from lands conveyed by Frank W. Quinn, Mary Jane Starr and Ellen G. Gilcrest to Spring Valley Water Works by deed dated October 7, 1897, and recorded in the office of the County Recorder of the County of San Mateo, October 7, 1902, in Liber 92 of Deeds at page 527; thence along the easterly boundary of said 3.50 acre tract, and following generally the center line of the County Road known as "Redwood Road," northerly 500 feet, more or less, to its intersection with the westerly boundary line of the Skyline Boulevard, said point of intersection being north 18° 00' west 144.39 feet from Engineer's Station "P" 55 + 34.50 of said boulevard survey, as described in that certain deed from Spring Valley Water Company to State of California dated March 15, 1924, and recorded in said Recorder's Office in Book 139 of Official Records, page 368, said intersection being the southerly corner of that certain 15.03 acre tract conveyed by Spring Valley Water Company to Julia J. Morrison by deed dated April 7, 1926, and recorded May 10, 1926, in Volume 233 of Official Records at page 160, San Mateo County Records; thence along the westerly boundary line of said highway and the easterly boundary line of said 15.03 acre tract on a curve to the right with a radius of 1550 feet and a central angle of 22° 12' 50", a distance of 600.94 feet, the tangent to said curve at its point of beginning bearing north 4° 47' 10" east; thence

north 27° 00' east 272.58 feet; thence on a curve to the left with a radius of 450 feet and a central angle of 70° 53', a distance of 556.72 feet; thence north 42° 53' west 306.47 feet; thence on a curve to the left with a radius of 150 feet and a central angle of 82° 37', a distance of 218.91 feet; thence south 52° 30' west 353.03 feet to a point in the westerly boundary line of that certain 44.10 acre tract conveyed to Spring Valley Water Company by Julia J. Morrison by deed dated November 22, 1909, and recorded January 10, 1910, in Book 176 of Deeds at page 189, San Mateo County Records; thence along the westerly boundary line of said tract north 23° 01' west 51.64 feet to Engineer's Station "P-1" 60 + 15.04 of said Skyline Boulevard survey; thence continuing north 23° 01' west 51.64 feet to a point on the easterly boundary line of said Skyline Boulevard, said point being the southeasterly corner of a tract of 4.20 acres conveyed to Spring Valley Water Company by Julia J. Morrison by deed dated April 12, 1926, and recorded May 10, 1926, in Volume 233 of Official Records at page 130, San Mateo County Records; thence along the easterly boundary line of said boulevard and the westerly boundary line of said 4.20 acre tract south 52° 30' west 107.87 feet; thence on a curve to the right with a radius of 150 feet and a central angle of 122° 27', a distance of 320.57 feet; thence north 5° 03' west 347.59 feet; thence on a curve to the left with a radius of 1050 feet and a central angle of 9° 41', a distance of 177.48 feet; thence north 14° 44' west 535.80 feet to a point in the westerly boundary line of said 44.10 acre tract; thence along said boulevard north 27° 44' west 209.02 feet to Engineer's Station "A" 42 + 36.18 of said boulevard survey; thence continuing north 27° 44' west 49.22 feet; thence north 25° 04' west 47.61 feet to a point on the westerly boundary line of said Skyline Boulevard, said point being the southerly corner of that certain 3.40 acre tract conveyed by Spring Valley Water Company to Julia J. Morrison by deed dated April 7, 1926, and recorded May 10, 1926, in Volume 233 of Official Records at page 160, San Mateo County Records; thence along the westerly boundary line of said Skyline Boulevard and the easterly boundary line of said 3.40 acre tract on a curve to the right with a radius of 275 feet and a central angle of 38° 09', a distance of 183.11 feet, the tangent to said curve at its point of beginning bearing north 13° 47' east; thence north 51° 56' east 110.64 feet; thence on a curve to the left with a radius of 175 feet and a central angle of 144° 05' 30", a distance of 440.10 feet; thence south 87° 50' 30" west 329.50 feet to a point on the westerly boundary line of said 44.10 acre tract; thence along said westerly boundary line north 62° 57' west 105.79 feet to Engineer's Station "R" 28 + 22.93 of said Skyline Boulevard survey; thence north 62° 57' west 11.70 feet; thence north 17° 55' 30" west 46.21 feet to a point on the easterly boundary line of said Skyline Boulevard, said point being the southerly corner of that certain 1.79 acre tract conveyed to Spring Valley Water Company by Julia J. Morrison by deed dated April 12, 1926, and recorded May 10, 1926, in Volume 233 of Official Records at page 120, San Mateo County Records; thence along the easterly boundary of said Skyline Boulevard and the westerly boundary of said 1.79 acre tract south 27° 50' 30" west 107.86 feet; thence on a curve to the right with a radius of 150 feet and a central angle of 176° 51', a distance of 462.99 feet; thence north 84° 41' 30" east 156.42 feet; thence on a curve to the left with a radius of 300 feet and a central angle of 9° 25' 38", a distance of 49.38 feet to a point on the westerly boundary line of said 44.10 acre tract; thence along said boundary line of said tract north 18° 21' 30" east 5.29 feet to a point on the westerly boundary of that certain 116.06 acre tract conveyed to Spring Valley Water Works by San Mateo Water Works by deed dated October 3, 1883, and recorded October 18, 1883, in Book 37 of Deeds at page 26, San Mateo County Records; thence along said boundary line north 0° 23' 30" east 47.60 feet to Engineer's Station "P-2" 18 +

04.55 of said boulevard survey; thence continuing north 0° 23' 30" east 53.53 feet to a point on the westerly boundary line of said Skyline Boulevard, said point being the southerly corner of that certain 0.85 acre tract conveyed by Spring Valley Water Company to Julia J. Morrison by deed dated April 7, 1926, and recorded May 10, 1926, in Volume 233 of Official Records at page 160, San Mateo County Records; thence along the westerly boundary line of said Skyline Boulevard and the easterly boundary line of said 0.85 acre tract on a curve to the left with a radius of 200 feet and a central angle of 152° 06' 40", a distance of 531.03 feet to a point on the westerly boundary line of that certain 4.56 acre tract conveyed to Spring Valley Water Company by Julia J. Morrison by deed dated November 22, 1909, and recorded January 10, 1910, in Book 176 of Deeds at page 183, San Mateo County Records; thence along said boundary north 17° 05' 30" west 53.80 feet to Engineer's Station "P-1" 10 + 99.31 of said boulevard survey; thence continuing north 17° 05' 30" west 53.80 feet to a point on the easterly boundary line of said Skyline Boulevard, said point being the southerly corner of that certain 2.25 acre tract conveyed to Spring Valley Water Company by Julia J. Morrison by deed dated April 12, 1926, and recorded May 10, 1926, in Volume 233 of Official Records at page 120, San Mateo County Records; thence along the easterly line of said Skyline Boulevard and the westerly line of said 2.25 acre tract north 25° 25' 30" west 77.99 feet; thence on a curve to the right with a radius of 250 feet and a central angle of 47° 31', a distance of 207.33 feet; thence north 37° 54' 30" west 579.94 feet; thence on a curve to the right with a radius of 350 feet and a central angle of 24° 10' 30", a distance of 147.68 feet; thence north 13° 44' west 15.16 feet; thence leaving said easterly boundary line of said Skyline Boulevard and said westerly boundary line of said 2.25 acre tract south 62° 58' 30" west 174.14 feet; thence north 21° 40' west 803.40 feet to the section line between Sections 13 and 14, Township 5 South, Range 5 West, M. D. M.; thence along said section line north 104.40 feet to a point distant south 519.30 feet from the quarter section corner common to said Sections 13 and 14; thence leaving said section line north 31° 40' west 160.81 feet; thence north 18° 10' west 180 feet; thence north 25° 15' west 100 feet; thence north 11° 55' west 200.20 feet to the southerly boundary line of the Felix Rancho at a point thereon distant west 196 feet from the section line between Sections 13 and 14, Township 5 South, Range 5 West, M. D. M.; thence along said southerly line of said Rancho east 634.6 feet; thence leaving said line of said Rancho north 21° 20' west 500.25 feet; thence north 16° 30' west 927.80 feet; thence north 10° 15' west 1353 feet to the northwesterly corner of that certain tract of land containing 167 acres, more or less, conveyed to the Spring Valley Water Works by Antoine Boral et ux., by deed dated November 12, 1897, and recorded November 26, 1897, in the office of the County Recorder of San Mateo County in Book 76 of Deeds at page 442; thence west 144.54 feet to the southwest corner of that tract of 80 acres conveyed to Spring Valley Water Works by San Mateo Water Works by paragraph I of deed dated October 3, 1883, and recorded October 19, 1883, in the office of the County Recorder of San Mateo County in Liber 37 of Deeds at page 26; thence along the westerly line of said last tract north 891 feet to the southwest corner of that 115.58 acre tract conveyed to the Spring Valley Water Works by B. McNamara et ux by deed dated December 18, 1892, and recorded December 19, 1893, in the office of the County Recorder of San Mateo County in Liber 57 of Deeds at page 60; thence north 24° 23' west 1622.1 feet to the southerly line of that 200.08 acre tract conveyed to the Spring Valley Water Works by the San Mateo Water Works by Paragraph IX of deed dated October 3, 1883, and recorded October 19, 1883, in the office of the County Recorder of San Mateo County in Liber 37 of Deeds at page 26;

thence along said southerly line west 187.44 feet to the southwest corner of said last tract; thence along the westerly boundary line of said last tract north 39° 45' west 561 feet; thence north 20° 28' east 264 feet; thence north 60° 40' west 728.64 feet to a point on the westerly boundary line of the Felix Rancho; thence along said last boundary north 398 feet to a 4 inch iron pipe monument at the northwesterly corner of said 200.08 acre tract, said monument being distant south 256.74 feet from a similar monument set at Station "F. 7" of said Rancho; thence leaving said Rancho line east 359.56 feet to a 4" iron pipe monument set in the southwest corner of that certain 89.86 acre tract conveyed to Spring Valley Water Company by the California Pacific Title Insurance Company by deed dated January 28, 1924, and recorded March 10, 1926, in Volume 219 of Official Records at page 305, San Mateo County Records; thence along the westerly boundary of said tract north 10° 56' west 712.74 feet and north 17° 02' west 660 feet; thence along the southeast boundary of said tract south 72° 20' west 306.9 feet to the easterly line of a tract of 2398.45 acres conveyed by James D. Walker to Spring Valley Water Works by deed dated August 10, 1874, and recorded in the office of the County Recorder of the County of San Mateo, October 8, 1874, in Liber 24 of Deeds at page 49; thence along the easterly boundary line of said tract south 15° 25' east 161.04 feet to a 4" iron pipe monument set at a corner in said boundary; thence south 9° 20' west 801.24 feet; thence south 10° 14' east 41.58 feet to the boundary line of the Felix Rancho as surveyed by Robert C. Matthewson, Deputy Surveyor, in 1861, under instructions from the United States Surveyor General, at a point thereon distant 342.2 feet west from Station "F. 7" of said Rancho; thence along said Rancho line west 976.8 feet to station "F. 8" of said Rancho; thence along said Rancho line north 1320 feet to a 4 inch iron pipe monument, from which a 6 inch by 6 inch post bears east 18 inches; said monument being set at the southeast corner of that certain 82.77 acre tract conveyed to Spring Valley Water Company by the California Pacific Title Insurance Company by deed dated January 28, 1924, and recorded March 10, 1926, in Volume 219 of Official Records at page 205, San Mateo County Records; thence along the south boundary line of said tract west 1320 feet to a 4 inch iron pipe monument from which a 6 inch by 6 inch post bears west 2 feet, which monument marks the section corner common to sections 2, 3, 10 and 11, Township 5 South, Range 5 West, M. D. B. and M.; thence westerly along the line between Sections 3 and 10, Township 5 South, Range 5 West, M. D. M., 3446.4 feet, more or less, to a point which bears east along said line 1533.50 feet from the corner common to Sections 2, 4, 9 and 10 of said township and range; thence following the line of a ridge south 38° 49' west 128.19 feet, south 53° 47' west 182.60 feet, south 52° 15' west 112.77 feet, south 62° 20' west 148.42 feet, south 73° 18' west 74.39 feet, north 89° 09' west 86.12 feet, south 72° 09' west 157.15 feet, south 57° 52' west 234.48 feet, south 45° 22' west 253.50 feet, south 67° 10' west 124.03 feet, south 38° 39' west 132.37 feet, south 37° 36' west 167.48 feet, south 72° 32' west 47.10 feet to the summit of the ridge which forms the westerly boundary of the watershed of Pillaritos Creek; thence following the line of said last mentioned ridge north 54° 40' west 241.03 feet, north 61° 00' west 95.68 feet, north 62° 45' west 126.48 feet to a point in the line between sections 9 and 10, distant south along said section line 773 feet from the corner common to said sections 3, 4, 9 and 10; thence continuing along said ridge north 62° 45' west 33.42 feet, north 66° 08' west 97.52 feet, north 28° 28' west 299.13 feet, north 30° 34' west 166.00 feet, north 16° 47' west 301.10 feet to a point in the line between sections 4 and 9 distant west along said section line 477.57 feet from the corner common to said sections 3, 4, 9 and 10; thence continuing along said ridge north 14° 11' east 105.90 feet, north 12° 23' west 396.20 feet,

north 67° 22' west 293.10 feet, north 39° 23' west 296.04 feet, north 48° 38' west 280.03 feet, north 44° 42' west 269.46 feet, north 52° 46' west 180.92 feet, north 63° 42' west 207.46 feet, north 29° 30' west 298.26 feet, north 35° 42' west 285.77 feet, south 53° 30' west 314.35 feet, south 54° 33' west 202.84 feet to a point in the west line of the southeast quarter of section 4, T. 5 S., R. 5 W., M. D. B. & M.; thence north 1190.82 feet to the center of said section 4; thence west 40 chains to the quarter section corner common to Sections 4 and 5, Township 5 South, Range 5 West, M. D. M.; thence along the Montana Ridge Line north 48¾° west 4 chains, north 52¾° west 13 chains, north 61¾° west 3 chains, north 58¾° west 21.50 chains, north 38¾° west 7 chains, north 45¾° west 73.50 chains, north 26¾° west 26.50 chains, north 14° west 5 chains, north 8° west 2.50 chains, north 44° west 2.50 chains, north 36° west 15.70 chains, north 1° 15' west 4.75 chains, more or less, to the northerly boundary line of Rancho Corral de Tierra, if said line be produced east into Section 30, Township 4 South, Range 5 West, M. D. M.; thence along said last mentioned line and along the northerly line of said Rancho west 119 chains, more or less, to the intersection thereof with the section line between Sections 25 and 26, Township 4 South, Range 5 West, M. D. M.; thence leaving said Rancho line and running along said section line north 69.57 chains to the section corner common to Sections 23, 24, 25 and 26, Township 4 South, Range 5 West, M. D. M.; thence along the section line between said Sections 24 and 25 east 40 chains to ¼ section corner common to said Sections 24 and 25; thence along the quarter section line running north and south through said Section 24 north 20 chains; thence east 40 chains to the Range line between Ranges 5 and 6 West, M. D. M.; thence along said Range line north 20 chains to the quarter section corner common to Section 19, Township 4 South, Range 5 West, and Section 24, Township 4 South, Range 5 West, M. D. M.; thence east 40 chains to the center of said Section 19; thence north 40 chains to the quarter section corner common to Sections 18 and 19, Township 4 South, Range 5 West, M. D. M.; thence along the section line between said Sections 18 and 19, west 40 chains to the Range line aforesaid; thence along said Range line north 40 chains to the quarter section corner common to Section 18, Township 4 South, Range 5 West, and Section 19, Township 4 South, Range 5 West, M. D. M.; thence along the quarter section line running east and west through said Section 13, west 12.73 chains, more or less, to the intersection thereof with the southeasterly boundary line of the San Pedro Rancho; thence along said Rancho line north 58¾° east 97.57 chains, more or less, to the southwest corner of a tract of 369.39 acres set apart to Spring Valley Water Works by final decree in partition of the San Pedro Rancho, dated December 16, 1870, a certified copy of which was recorded in the office of the County Recorder of the County of San Mateo, December 22, 1905, in Liber 126 of Deeds at page 23, said point being also distant south 58¾° west along said Rancho line 72.35 chains from the southeasterly corner of said Rancho; thence leaving said Rancho line and running along the westerly line of said last mentioned tract north 13° 41' west 126.08 chains to the boundary line between the San Pedro Rancho and the Buri Buri Rancho, at a point thereon distant south 39° east 23.50 chains from Station 2 of said San Pedro Rancho; thence along said Rancho line north 35° west 8.07 chains, more or less, to the point of commencement.

Containing 19,319 acres, more or less.

Excepting therefrom the following lands described as Tracts A, B and C:

Tract A: That certain tract of land conveyed by Spring Valley Water Works to W. H. Johnson by deed dated April 20, 1877 and recorded January 11, 1878 in Book 29 of Deeds, page 196, San Mateo County Records; said tract being described as follows:

Commencing at the corner of a fence 18 feet west of the northwest corner of the building known as the "San Andreas House," and running thence north 33° west 176 feet; thence south 58¾° west 150 feet; thence south 33° east 176 feet; thence north 59¾° east 150 feet to the point of commencement. Containing 5/6 of an acre.

Tract B: That certain tract of land described as follows:

Beginning at a point 35.91 feet due west from the northwest corner of what was formerly known as the Peyton Tract; thence south 10° 20' east 461.84 feet to a fence on the north line of the present traveled Canada Road; thence south 55° 12' east crossing the present traveled Canada Road 94.39 feet to an angle in the fence on the southerly side of said road, which point bears south 77° 55' east 675.70 feet measured along the southerly line of said road from the center line of the present San Mateo and Half Moon Bay Road; thence on and along the westerly side of the present traveled Canada Road south 49° 02' east 53.90 feet, south 39° 41' east 128.50 feet, south 35° 12' east 108.80 feet, south 25° 04' east 93.40 feet, south 21° 00' east 267.90 feet, south 14° 42' east 215.90 feet, south 9° 20' east 326.53 feet; thence leaving the westerly line of said present traveled Canada Road due west 556 feet to a point in the center line of the San Mateo and Half Moon Bay Road, the latter portion of the last course being along the northerly boundary of Laguna Honda school property; thence along the center line of said San Mateo and Half Moon Bay Road on a curve to the left with a radius of 250 feet a distance of 75.69 feet, the tangent to said curve at its point of beginning bears north 10° 20' west; thence north 27° 40' west 103.44 feet; thence to the left on the arc of a circle with a radius of 280 feet, a distance of 84.12 feet; thence north 51° 45' west 38.22 feet; thence to the right on the arc of a circle with a radius of 90 feet a distance of 60.22 feet; thence north 0° 42' west 75.05 feet; thence to the left on the arc of a circle with a radius of 100 feet a distance of 27.52 feet; thence north 15° 28' west 358.80 feet; thence north 25° 52' west 62.74 feet; thence to the right on the arc of circle with a radius of 290 feet a distance of 70.16 feet; thence north 5° 48' west 39.14 feet; thence to the left on the arc of a circle with a radius of 150 feet a distance of 142.42 feet; thence north 60° 10' west 74.41 feet; thence leaving the center line of said road and passing to the south of the buildings of the Jas. D. Byrnes Co., north 64° 22' west 181.50 feet; thence north 23° 45' west 152.92 feet; thence north 9° 34' east 278.35 feet; thence due east 554.09 feet to the place of beginning. Containing 23 acres, more or less, and being a portion of the Felix Rancho.

Tract C: That certain tract of land conveyed by Michael Casey to Laguna School District by deed dated February 8, 1875, and recorded in Book 28 of Deeds, page 409, San Mateo County Records. Containing 5 acres, more or less.

Said parcel 31 containing, exclusive of said Tracts A, B and C, 19,300 acres, more or less.

The Water Company also hereby grants to the City, as incident and appurtenant to said Parcel 31, all rights, privileges or easements reserved by or granted to the Water Company or its predecessors in interest, in or by any of the following instruments, which, insofar as they are of record, are recorded in the office of the County Recorder of the County of San Mateo, and this grant of said Parcel 31 to the City is subject to all rights, privileges or easements granted by and all the terms and conditions contained in said instruments, to-wit:

1. A road right of way 60 feet in width granted to the County of San Mateo by deed dated May 3, 1887 and recorded May 3, 1887 in Book 41 of Deeds at page 372.

2. A road right of way 40 feet in width granted to the County of San Mateo by deed dated July 1, 1839 and recorded October 7, 1839 in Book 47 of Deeds at page 584.

*Extend boundary
of said tract
to the corner
of the
Buri Buri
Tract*

3. A road right of way 40 feet in width granted to the County of San Mateo by deed dated October 15, 1914, and recorded January 4, 1915 in Book 242 of Deeds at page 23.

*Lake Mead Rancho
Folinger & Polhemus Tract*

4. Easements for telephone lines and power lines, and the right to use certain existing private roads granted to Empire Mines and Investment Company by deed dated April 24, 1919, recorded in Volume 25, Miscellaneous, page 230.

5. A road right of way 40 feet in width granted to the County of San Mateo by deed dated February 5, 1921 and recorded February 7, 1921 in Book 2 of Official Records at page 408.

Deed 653 (Canada Rd to Hwy 92)

6. Easement for highway purposes for the Skyline Boulevard, one portion of which is 50 feet in width and the other portion 80 feet in width, granted to the State of California by deed dated August 16, 1922 and recorded November 13, 1923 in Book 97 of Official Records at page 53.

Deed 707 (North End San Mateo Property, Hwy 92, to Redwood Pt.)

7. An easement for highway purposes for the Skyline Boulevard, 100 feet in width granted to the State of California by deed dated March 15, 1924 and recorded December 22, 1924 in Book 129 of Official Records at page 385.

Deed 718 (Rancho Canada de Raymond)

8. A telephone and telegraph line right of way granted to the Pacific Telephone and Telegraph Company by deed dated March 26, 1924 and recorded September 11, 1924 in Volume 130 of Official Records at page 109.

9. A road right of way 40 feet in width granted to the County of San Mateo by deed dated August 12, 1924 and recorded July 12, 1926 in Volume 237 of Official Records at page 254.

Deed 734 (connection San Mateo Hwy from Skyline Blvd.)

10. A road right of way 40 feet in width granted to the County of San Mateo by deed dated December 11, 1924 and recorded December 16, 1924 in Volume 140 of Official Records at page 446.

Deed 745 (connection San Mateo Rd to Skyline Blvd.)

11. A road right of way 20 feet in width granted to Carrie E. Bridge and Henry S. Bridge by deed dated September 24, 1925 and recorded October 15, 1925 in Volume 195 of Official Records at page 221.

Deed 759 (Western U.S. Watershed, Sect 31, T5S, R4W)

12. An electric transmission line right of way 10 feet in width granted to the Great Western Power Company of California by deed dated July 8, 1926 and recorded March 4, 1927 in Volume 281 of Official Records at page 405.

Agreement 784

13. An electric transmission line right of way 10 feet in width granted to Pacific Gas and Electric Company by deed dated December 11, 1926 and recorded January 5, 1927 in Volume 280 of Official Records at page 333.

Agreement 780

14. An electric transmission line right of way 10 feet in width granted to Pacific Gas and Electric Company by deed dated January 3, 1927 and recorded February 5, 1927 in Volume 281 of Official Records at page 148.

Agreement 783

15. A pipe line right of way 2 feet in width granted to Panama Realty Company by deed dated May 18, 1927 and recorded May 27, 1927 in Volume 285 of Official Records at page 255.

Deed 802

16. An electric transmission line right of way granted to Pacific Gas and Electric Company on July 26, 1927 for line to Crystal Springs Country Club.

Agreement 791

17. Agreement between Oden Mills, Elisabeth Mills Reid and Spring Valley Water Company, dated May 7, 1913 and recorded April 5, 1918, in Book 31 of Miscellaneous Records, at page 54; agreement between same parties, dated March 30, 1928, and recorded December 25, 1928, in Book 328 of Official Records, at page 269; rights of way as mentioned in that certain letter dated March 22, 1928, addressed by Mills Estate, Incorporated, to Spring Valley Water Company; agreement between Mills Estate, Incorporated, and the Water Com-

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Doin
with*

*Deeds
1927*

423 1/2

pany, dated September 17, 1925, and recorded January 10, 1929, in Book 287 of Official Records, page 332; and deed dated January 23, 1929, from Spring Valley Water Company to Mills Estate, Incorporated.

423 1/2

18. Lease to Crystal Springs Country Club for a term of 20 years dated October 1, 1920, recorded March 7, 1921 in Book 9 of Leases, page 291.

19. Easement to maintain, replace and repair a dam and a two-inch pipe line from said dam to Tract B hereinabove described as an exception to Parcel 31, and certain water rights granted to James D. Byrnes Company as set forth in paragraph (g) of the judgment and decree in that certain action establishing title dated March 30, 1920, and recorded April 17, 1920 in Book 393 of Deeds, page 1.

20. Certain reservations and the terms and conditions contained in deed to Spring Valley Water Works from San Mateo Water Works, dated October 3, 1883, and recorded October 19, 1883, in Book 37 of Deeds, page 26.

21. An easement over a strip of land 40 feet in width for a road and for a pole line or lines for telephone, telegraph, light or power purposes, reserved in deed from Spring Valley Water Company to W. F. Chipman et al, dated June 26, 1918, and recorded July 1, 1918, in Book 274 of Deeds, page 112.

22. An easement for an electric transmission line granted by the Water Company to Pacific Gas and Electric Company by deed dated April 11, 1928, and recorded May 4, 1929, in Book 410 of Official Records, page 321.

Deed 870

There is expressly excepted from this conveyance and reserved to the Water Company, its successors and assigns, right of way easements for two roads across Parcel 21 above described to afford ingress and egress to and from adjoining lands retained by the Water Company, commonly referred to as the Polhemus Tract and the Howard Tract. Such rights of way shall in each case be 50 feet in width and are generally described as follows:

1. Road right of way to Polhemus Tract.

Commencing at the stone entrance on the southerly side of the county road leading from San Mateo to the Skyline Boulevard south of Crystal Springs dam, and running thence in a general easterly direction upon a grade not to exceed 4% to a point in the easterly boundary line of Parcel 31 distant thereon south 40° 02' east 480.41 feet from a monument marked "P. 23" hereinabove referred to in the description of Parcel 31.

2. Road right of way to Howard Tract.

Commencing at approximately Engineer's Station "A" 121 + 20 on the center line survey for the Skyline Boulevard (California State Highway, Division IV, San Mateo County, Route 52, Section B.) and running thence in a general southeasterly direction upon a grade not to exceed 6% to a point in the easterly boundary line of Parcel 31.

Folder 959

As conditions running with the exercise of the selection and use of the two rights of way lastly above described, the particular location of said two roads shall be subject to the approval of the City Engineer, or other governing authority of the City, and the survey therefor shall be made within three years from the date of this conveyance, and the Water Company or its successors in interest shall at the time either or both of said roads are constructed erect fences of the standard form and design heretofore used by the Company along the boundary lines of said two road rights of way. The City shall have the right to the use of each of said two roads jointly with the Water Company, and may, if it so desires, dedicate either or both of said roads to public use.

There is also expressly reserved to the Water Company, its successors and assigns, from this conveyance of the lands described as

Parcel 31, the right and easement to construct, maintain and operate water pipes of sufficient capacity to convey water to said two tracts of land known as the Polhemus Tract and the Howard Tract from water mains now in existence or which may hereafter be constructed on said Parcel 31, together with the right to construct, maintain and operate necessary pumping stations upon said Parcel 31 for the purpose of pumping water from said water mains and through the pipes to be laid by the Water Company and/or its successors and assigns to supply said Polhemus Tract and the said Howard Tract with water for use upon said tracts but not elsewhere; there is also reserved to the Water Company, its successors and assigns, the right to receive such quantity of water as it or its successors and assigns may require for use on said two tracts of land named, but not elsewhere, at such rates as may be lawfully established therefor; provided, however, that the particular locations of said water pipes, the particular mains with which connections shall be made, the types of connections to said water mains, and the particular locations of said pumping stations, shall first be approved by the City Engineer or other governing authority of the City.

Parcel 31-A: Watershed Land at South end of Crystal Springs Reservoir

Commencing at the westerly corner of a 429.20 acre tract of land conveyed by Frederick R. King et ux, to Spring Valley Water Company by deed dated December 19, 1906 and recorded December 21, 1906 in Book 131 of Deeds at page 200, San Mateo County records; thence along the northwesterly line of said tract north 48° 38' east 2748.3 feet to the northerly corner thereof; thence along the easterly line of said tract south 34° 33' east 1579.9 feet to an iron pipe monument and post marked "B-1" set in the southerly boundary line of that certain 972.66 acre tract conveyed to Spring Valley Water Company by W. F. Chipman and the Union Trust Company of San Francisco, by deed dated June 4, 1918 and recorded in the office of the County Recorder of San Mateo County June 6, 1918 in Book 272 of Deeds, page 256; thence along the boundary line between said 972.66 acre tract and that certain 8.10 acre tract conveyed to Spring Valley Water Company by City and County of San Francisco by deed dated October 8, 1925 and recorded in said Recorder's office December 1, 1925, in Book 199 of Official Records, page 388, north 47° 51' east, 1099.3 feet to an iron pipe monument; thence along the northeasterly boundary of said 8.10 acre tract south 19° 14' east 213.70 feet and south 12° 51' west 361.66 feet to an iron pipe monument and old post marked "B-3" set in the northeasterly boundary of said 429.20 acre tract conveyed by F. R. King et ux, to Spring Valley Water Company; thence along the westerly and southerly boundary lines of that certain 13.69 acre tract conveyed to City and County of San Francisco by Spring Valley Water Company by deed dated November 4, 1925 and recorded in said Recorder's office Dec. 21, 1925 in Book 195 of Official Records, page 485, south 11° 29' east 1013.16 feet, south 42° 34' east 1018.77 feet, south 47° 45' east 708.18 feet, north 56° 36' east 84.72 feet to a point in the boundary between said 429.20 acre tract conveyed by F. R. King, et ux to Spring Valley Water Company and that certain 301.60 acre tract conveyed by Allis-Chalmers Manufacturing Company to City and County of San Francisco by deed dated March 12, 1924 and recorded March 27, 1924 in said Recorder's office in Book 110 of Official Records, page 143, said point also being the westerly corner of that certain 5.69 acre tract conveyed to Spring Valley Water Company by City and County of San Francisco by deed dated October 5, 1925 and recorded in said Recorder's office December 1, 1925 in Book 199 of Official Records page 381; thence along the boundary of said 5.69 acre tract north 86° 36' east 718.82 feet and south 18° 59' west 733.10 feet to a point in the boundary line between said 429.20 acre tract and

said 301.60 acre tract; thence along said boundary line south 36° 22' east 258.57 feet to an iron pipe monument at the southwesterly corner of said 301.60 acre tract; thence continuing along the northeasterly boundary line of said 429.20 acre tract south 86° 22' east 806 feet, more or less, to the southeasterly corner of said tract; thence along the southerly line of said tract south 54½° west 40.33 chains to the Rancho line between the Rancho de las Puigas and the Rancho Canada de Raymundo; thence along said Rancho line south 43° 30' east 25.75 chains, more or less, to Station "M. G. 3" and "M. A. 5" of said Ranchos and the northerly corner of that 314.30 acre tract conveyed to Spring Valley Water Company by Antoine Borel, et ux, by deed dated November 7, 1910 and recorded December 5, 1910, in the office of the County Recorder of San Mateo County, in Liber 190 of Deeds at page 241; thence along the northeasterly boundary line of said last tract south 43° 30' east 1.31 chains; thence south 50° east 16.20 chains to the most northerly corner of that 348½ acre tract conveyed to the Spring Valley Water Company by Josiah R. Howell, et ux, by deed dated December 14, 1911 and recorded December 29, 1911 in the office of the County Recorder of San Mateo County in Liber 207 of Deeds at page 238; thence along the northeasterly boundary line of said last tract south 50° 22' east 19.95 chains to the northerly corner of that 282 acre tract conveyed to Spring Valley Water Company by Josiah R. Howell, et ux, by deed dated December 9, 1911 and recorded December 29, 1911 in the office of the County Recorder of San Mateo County, in Liber 206 of Deeds at page 209; thence along the northeasterly boundary line of said last tract and of that 150 acre tract conveyed to Spring Valley Water Company by Josiah R. Howell, et ux, by deed dated November 27, 1911 and recorded December 29, 1911 in the office of the County Recorder of San Mateo County in Liber 206 of Deeds at page 207, south 50° 08' east 47.76 chains to the easterly corner of said 150 acre tract; thence along the southeasterly line of said last tract, south 49° 51' west 1765.60 feet to an iron monument marked T. 2; south 49° 27' west 1146.70 feet to an iron monument marked T. 3; thence leaving said southeasterly line and following the watershed line between West Union Creek and the Canada de Raymundo Creek as follows: North 52° 37' west 584.7 feet, north 25° 57' west 815.7 feet, north 51° 37' west 1493 feet, north 37° 24' west 763.7 feet, south 80° 11' west 576.6 feet to point No. 5 hereinafter referred to, north 62° 15' west 187 feet, north 46° 26' west 547.45 feet to the most easterly corner of that certain 100.94 acre tract of land conveyed to S. P. Eastman by Spring Valley Water Company by deed dated July 15, 1927; thence following the northerly boundary of said 100.94 acre tract and continuing along the watershed line between West Union Creek and the Canada de Raymundo Creek as follows: North 69° 47' west 441.75 feet, north 58° 50' west 239.2 feet to point No. 9 hereinafter referred to, north 70° 25' west 625.35 feet to point No. 10 hereinafter referred to, north 45° 25' west 521.94 feet, south 83° 48' west 194.67 feet, north 59° 57' west 67.02 feet, north 18° 49' 20" west 90.71 feet, north 48° 40' 30" west 87.97 feet, south 86° 18' 30" west, 121.78 feet, north 69° 48' 30" west 61.58 feet, south 83° 48' west 72.83 feet; south 43° 45' 30" west 290.25 feet, south 63° 08' west 202.02 feet, north 86° 32' west 203.43 feet, south 72° 48' 30" west 134.73 feet, north 86° 25' 30" west 154.43 feet; thence leaving the boundary line of said 100.94 acre tract and continuing along the watershed line between West Union Creek and the Canada de Raymundo Creek as follows: south 79° 33' west 164.19 feet, north 81° 57' 30" west 605.2 feet, north 69° 37' 15" west 287.57 feet, south 56° 23' 20" west 864.29 feet, north 87° 20' 40" west 505.67 feet, south 63° 30' 30" west 518.82 feet, south 78° 10' 60" west 720.66 feet, south 71° 52' west 583.76 feet, south 61° 47' west 569.24 feet, south 75° 14' 45" west 144.8 feet, south 34° 32' 15" west 595.83 feet, south 15° 44' 40" west 171.33 feet, south 46° 23' 45" west

425.29 feet, south 5° 16' 45" east 341.46 feet, south 12° 35' 10" west 324.82 feet, south 42° 03' 20" west 440.26 feet, south 64° 21' 15" west 156.17 feet to a point in the southwesterly boundary line of that 1059.87 acre tract conveyed to Spring Valley Water Company by Wm. F. Hillegass, by deed dated June 10, 1903 and recorded December 6, 1903 in the office of the County Recorder of San Mateo County, in Liber 175 of Deeds at page 51, said point being in the southwesterly boundary line of the Rancho Canada de Raymundo and distant thereon north 39 1/4° west 40.00 chains from a corner of said rancho; thence along said rancho line west 14.50 chains; thence north 58 1/2° west 21 chains; thence north 25 1/2° west 5.08 chains to the westerly corner of said 1059.87 acre tract; thence leaving said rancho line and running along the northwesterly line of said 1059.87 acre tract north 46 1/4° east 2764.2 feet, more or less, to the westerly corner of that certain tract of land conveyed by Spring Valley Water Company to The Filoli Estate by deed dated July 19, 1929, and recorded July 24, 1929 in Volume 424, Official Records of San Mateo County, at page 304, whence a concrete monument at the northerly corner of said 1059.87 acre tract bears north 46 1/4° east 1411.8 feet distant; thence following the boundaries of said Filoli Tract north 47° 41' east 291.53 feet, north 39° 14' east 190.90 feet and north 15° 18' west 185.41 feet to the northwesterly line of said 1059.87 acre tract; thence north 46 1/4° east 1172.25 feet along said line; thence leaving said line south 37° 17' 30" east 856.50 feet, north 25° 39' east 767.99 feet, north 14° 45' 00" east 482.50 feet, north 26° 39' west 356.43 feet to a stake on the northwesterly boundary line of said 1059.87 acre tract; thence along said northwesterly boundary line north 45° 30' east 576.65 feet to the boundary line between Rancho de las Pulgas and Rancho Canada de Raymundo; thence along said boundary north 43 1/2° west 2171.86 feet, more or less, to the point of commencement. Containing 1686 acres, more or less.

Together with all rights reserved to the Water Company, and subject to the terms, conditions and easements granted by the Water Company or its predecessor in interest in, under, or by any of the following instruments, which in so far as they are of record are recorded in the office of the County Recorder of the County of San Mateo, to-wit:

1. An easement 40 feet wide for a road granted to the County of San Mateo by deed dated February 5, 1921 and recorded February 7, 1921 in Book 2 of Official Records, page 408.
2. An easement 100 feet wide for the Skyline Boulevard granted to the State of California by deed dated March 15, 1924 and recorded December 22, 1924 in Book 139 of Official Records, page 368.
3. Easements for telephone lines and power lines, and the right to use certain existing private roads granted to Empire Mines and Investment Company by deed dated April 24, 1919.
4. A right of way 10 feet wide for an electric transmission line granted to Pacific Gas and Electric Company by deed dated December 11, 1926 and recorded January 5, 1927 in Book 280 of Official Records, page 332.
5. Lease to Empire Mines and Investment Company, dated November 10, 1920 and recorded January 3, 1921 in Book 9 of Deeds, page 264.
6. A right of way 10 feet wide for an electric transmission line granted to Pacific Gas and Electric Company by deed dated January 26, 1928 and recorded February 17, 1928 in Book 228 of Official Records, page 371.
7. Rights of way for roads granted to H. P. Eastman in deed dated July 16, 1927.

There is expressly excepted from this conveyance and reserved to the Water Company, its successors and assigns, right of way easements

for three roads across Parcel 31-A above described to afford ingress and egress to and from adjoining lands retained by the Water Company. Such right of way easements shall in each case be 60 feet in width, 30 feet on each side of the following described center lines:

Road No. 1. Commencing at Point No. 5 hereinabove referred to in the description of Parcel 31-A and running thence as follows: North 38° 12' west 449.58 feet, north 17° 23' 30" west 349.42 feet, north 45° 27' west 519.76 feet to point "B" hereinafter referred to, north 38° 59' 30" west 503.88 feet, north 11° 48' west 301.14 feet, north 24° 23' 30" west 202.25 feet, north 13° 04' 30" east 85.82 feet, north 42° 35' east 449.89 feet, north 63° 17' east 96.18 feet, north 84° 47' east 258.85 feet, north 55° 18' east 165.44 feet, north 24° 50' 30" east 267.05 feet, north 9° 19' 39" west 168.24 feet, north 6° 31' west 240.86 feet, north 43° 30' 30" west 345.51 feet, north 47° 02' 30" west 227.28 feet, north 15° 50' 30" west 92.56 feet, north 22° 09' east 137.82 feet, north 35° 49' east 298.92 feet and north 41° 53' 30" east 244.89 feet to the center of the Stone Circle at the intersection of the Canada Road and Whipple Road.

Road No. 2. Commencing at Point "B" in the above described center line and running thence as follows: South 14° 35' east 65.07 feet, south 84° 06' west 71.72 feet, south 78° 23' west 126.92 feet, south 49° 05' west 127.08 feet, south 57° 49' west 97.31 feet, north 67° 57' 30" west 126.31 feet, north 37° 32' west 286.91 feet, north 74° 39' 30" west 71.66 feet, south 55° 31' west 100.92 feet, south 73° 54' west 78.86 feet, north 43° 03' 30" west 75.94 feet, north 22° 27' west 325.94 feet, north 80° 53' 30" west 171.29 feet, north 53° 28' west 77.41 feet, north 44° 31' west 110.88 feet, north 66° 41' 30" west 36.82 feet, south 32° 54' west 72.35 feet, north 56° 38' 30" west 155.05 feet, north 45° 52' west 186.49 feet, north 41° 21' 30" west 138.89 feet, north 84° 42' 30" west 213.79 feet, south 82° 04' 30" west 93.24 feet, south 37° 36' west 60.14 feet, south 2° 03' 30" west 51.64 feet, south 20° 42' west 89.57 feet, south 15° 03' west 63.70 feet, south 65° 53' 30" west 58.97 feet, south 84° 40' west 143.51 feet, north 85° 47' west 124.98 feet, south 86° 01' 30" west 57.52 feet, south 65° 23' west 59.29 feet, south 38° 12' west 154.49 feet, south 34° 14' west 68.65 feet, south 44° 23' west 73.40 feet, south 60° 30' 30" west 63.30 feet, south 73° 13' 30" west 166.04 feet, south 42° 35' west 42.73 feet to a point in the southerly line of Parcel 31-A, which point bears south 79° 38' west 75.58 feet from the northwesterly corner of that certain 190.94 acre tract conveyed to S. P. Eastman hereinbefore referred to.

Road No. 3. Commencing on the westerly side of the Canada Road near the southeasterly corner of Parcel 31-A above described and running thence in a general westerly direction to the south; thence in a general northwesterly direction upon a grade not to exceed 8% to the southeasterly end of Road No. 1 hereinabove described.

Provided, however, that the particular location of said Road No. 3 shall be subject to the approval of the City Engineer, or other governing authority of the City, and the survey therefor shall be made within three years from the date of this conveyance. The Water Company or its successors and assigns shall within six months from the date of this conveyance erect fences of the standard form and design heretofore used by the Water Company along the boundary lines of the rights of way for the portions of said Roads Nos. 1 and 2 now constructed; and at the time the other portions of Roads Nos. 1 and 2 and Road No. 3 are hereafter constructed, the Water Company or its successors and assigns shall erect fences of the same type along the boundaries of the rights of way for such other portions of said Roads 1 and 2 and Road No. 3. The City shall have the right to the use of each of said three roads jointly with the Water Company, and may, if it so desires, dedicate any or all of said roads to public use.

deed 653

deed 806
867

records or other engineering data hereby transferred to the City as may be necessary in relation to any matter affecting the properties retained by the Water Company.

WATER REVENUES AND TAXES

There is expressly excepted from this conveyance and reserved to the Water Company all amounts due from water consumers for water furnished them up to the time of the delivery of this conveyance. This conveyance is made to and taken by the City subject to the lien of taxes on said property, if any, for the fiscal year ending June 30, 1931. The Water Company hereby agrees to pay or extinguish before the delinquency thereof, all taxes assessed against it under the California Bank and Corporation Franchise Tax Act for the Water Company's taxable year ending December 31, 1930.

COLLATERAL AGREEMENT

The manner and method of determining the modifications and adjustments of the consideration specified on Page 1 of this instrument are set forth in a collateral agreement made and executed between the parties hereto as of the date hereof.

RESERVATIONS, ETC.

This conveyance of the properties and rights herein mentioned is subject to the reservations, exceptions, covenants, terms and conditions herein contained, and to all valid and existing estates and interests therein which have been heretofore granted by the Water Company or reserved in grants to the Water Company of any of said properties or rights.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; save for those hereinbefore excepted or reserved to the Water Company, its successors and assigns, or as otherwise hereinbefore expressly provided.

To Have and to Hold all and singular the said premises, properties and rights, together with the appurtenances, unto the said party of the second part, and to its successors and assigns forever.

In Witness Whereof the party of the first part has caused these presents to be duly executed in four counterparts by its proper officers, first thereunto duly authorized by resolution of its Board of Directors, a copy of which is hereunto annexed, the day and year first above written.

SPRING VALLEY WATER COMPANY,

By S. P. EASTMAN,
President.

(SEAL)

By JNO. J. SHARON,
Secretary.

Approved as to descriptions:

I. E. FLAA,
Office Engineer, Spring Valley Water Company.

Approved as to form:

McCUTCHEN, OLNEY, MANNON & GREENE,
Attorneys for Spring Valley Water Company.

JNO. J. O'TOOLE,
City Attorney, City and County of San Francisco.

Approved as to terms and conditions:

G. A. ELLIOTT,
*Vice President and Manager,
Spring Valley Water Company.*

M. M. O'SHAUGHNESSY,
City Engineer, City and County of San Francisco.

State of California,
City and County of San Francisco. } ss.

On this 27th day of February, A. D. 1930, before me, O. A. EGGERS, Notary Public in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared S. P. EASTMAN and JOHN J. SHARON, known to me to be the President and Secretary, respectively, of SPRING VALLEY WATER COMPANY, the Corporation which executed the annexed and foregoing instrument and known to me to be the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that said corporation executed the same.

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

O. A. EGGERS,
Notary Public, in and for the City and
County of San Francisco, State of
California.

(SEAL)

RESOLUTIONS AND CERTIFICATE

I, JOHN J. SHARON, do hereby certify that I am and at all times herein mentioned have been the Secretary of Spring Valley Water Company, a corporation.

I further certify that at a meeting of the board of directors of the said corporation held at the office of the said corporation on February 17, 1930, the following resolutions were duly passed and adopted:

"RESOLVED, that this corporation do sell, convey and transfer to the City and County of San Francisco on March 3, 1930, pursuant to the terms of that certain Offer dated March 2, 1928, from this corporation to the City and County of San Francisco, all of its properties, rights and privileges employed in its business as a public utility water corporation, and as more specifically described in the form of Indenture dated as of March 3, 1930, from Spring Valley Water Company to the City and County of San Francisco, hereinafter in these resolutions set forth; and

FURTHER RESOLVED, that the President or Vice-President and Secretary or Assistant Secretary of this corporation be, and they are hereby authorized and empowered, for and in the name of this corporation, and under its corporate seal and as its corporate act and deed, to execute, acknowledge and deliver an indenture conveying and transferring its said properties, rights and privileges employed in its business as a public utility water corporation to the City and County of San Francisco, in or substantially in the words and figures following:

(Here in the original resolution follows form of Deed, being an exact copy of the Deed to which this certificate is attached.)"

I further certify that the said meeting was duly called and held in all respects in accordance with law and the by-laws of the said corporation and that a majority of the directors of the said corporation constituting under said by-laws a quorum thereof for the transaction of business, were present at the said meeting and voted in favor of the said resolutions.

I further certify that at a meeting of the stockholders of the said corporation held at the office of the said corporation on February 17, 1930, the following preambles and resolution were duly passed and adopted:

"WHEREAS, the Board of Directors of Spring Valley Water Company, a corporation, at a meeting of said board duly and regularly called and held on the 17th day of February, 1930, at 9:30 o'clock in the forenoon, did adopt by the affirmative vote of a majority of the directors of said cor-

poration certain resolutions authorizing the sale, conveyance and transfer to the City and County of San Francisco on March 3, 1930, (pursuant to the terms of that certain Offer dated March 2, 1928, from this corporation to the City and County of San Francisco) of all of the properties, rights and privileges of this corporation employed in its business as a public utility water corporation and as more specifically described in a form of Indenture dated as of March 3, 1930, which form was expressly approved by said Board of Directors; and

WHEREAS, said Board of Directors authorized certain officers of this corporation, for and in the name of this corporation and under its corporate seal and as its corporate act and deed, to execute, acknowledge and deliver said Indenture above mentioned, conveying and transferring the said properties, rights and privileges of this corporation employed in its business as a public utility water corporation to the City and County of San Francisco;

NOW, THEREFORE, BE IT RESOLVED, that the stockholders of this corporation do hereby approve, ratify and confirm the said resolutions of said Board of Directors authorizing the sale, conveyance and transfer of the said properties, rights and privileges of this corporation employed in its business as a public utility water corporation, to said City and County of San Francisco, and authorizing the execution and delivery of said Indenture."

I further certify that at the said meeting stockholders were present in person or by proxy holding of record on the books of the said corporation 232,886 shares of the capital stock thereof out of 280,000 shares of stock issued, subscribed and outstanding, and that all of said 232,886 shares so represented at said meeting were voted unanimously in favor of the said resolution.

I further certify that S. P. EASTMAN is and at all times herein mentioned has been the President of the said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand as such Secretary and affixed the seal of the said corporation this 27th day of February, 1930.

JNO. J. SHARON,
Secretary of
SPRING VALLEY WATER COMPANY.

(Corporate Seal)

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

On this 27th day of February, 1930, before me, O. A. EGGERS, a Notary Public in and for said City and County and State, residing therein, duly commissioned and sworn, personally appeared JOHN J. SHARON, the Secretary of Spring Valley Water Company, a corporation, known to me to be the person described in and who executed the within instrument as such Secretary and acknowledged to me that he executed the same as such Secretary.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County and State aforesaid the day and year in this certificate first above written.

O. A. EGGERS,
Notary Public
in and for said City and County of
San Francisco, State of California.

(Notarial Seal)

RESOLUTION OF ACCEPTANCE

RESOLUTION NO. 32,085

(New Series)

Whereas, This Board, by Resolution No. 32,085 (New Series) did accept the offer dated March 2, 1928, made to the Board of Supervisors of the City and County of San Francisco by the Spring Valley Water Company to sell to the City and County of San Francisco its water system and operative properties more particularly described and referred to in said offer for a sum or price to be determined in the manner set out in said offer; and

Whereas, A deed of conveyance, to be executed as of Monday, the 3rd day of March, 1930, which by its terms conveys all of the said water system properties to the said City and County has been prepared under the direction of the City Attorney and approved by him;

Therefore, be it Resolved, That the City Attorney is hereby authorized to accept said deed of conveyance on behalf of the City and County of San Francisco and is hereby directed to immediately thereafter cause said deed, with a copy of this Resolution attached thereto, to be recorded in the offices of the County Recorder of the City and County of San Francisco and the County Recorders of the counties of San Mateo, Alameda and Santa Clara, State of California.

Adopted—Board of Supervisors, San Francisco, February 17, 1930.
Ayes: Supervisors Adriano, Casano, Colman, Gallagher, Havenner, Hayden, McGovern, McSheehy, Mills, Peysor, Power, Ronovieri, Ross, Spaulding, Stanton, Suhr, Toner.

Noes: Supervisors.....

Absent: Supervisor Shannon.

J. S. DUNNIGAN, Clerk.

Approved San Francisco, Feb. 20, 1930.

JAMES ROLPH, Jr., Mayor.

CLERK'S CERTIFICATE

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

I, J. S. Dunnigan, Clerk of the Board of Supervisors, of the City and County of San Francisco, do hereby certify that the annexed Resolution No. 32,085 (New Series) is a full, true and correct copy of the original thereof on file in this office.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the official seal of the City and County this 17th day of February, 1930.

(Seal)

J. S. DUNNIGAN,
Clerk of the Board of Supervisors,
City and County of San Francisco.

Spring Valley Co. vs. All Persons
Recorded Apr 19, 1930
in Vol. 293 of Deeds at Page 1
Superior Court action 3917
(San Mateo Co. Per. 16 is Parcel in suit)
#36 Page 1/2
Pages 1 to 57 inc. (Suit 3917)
San Mateo Co

RECORDING PARTICULARS

Recorded in the office of the County Recorder of the City and County of San Francisco at 9:17 A. M., March 3, 1930, in Liber 2002 of Official Records at Page 1.

Recorded in the office of the County Recorder of the County of San Mateo at 9:55 A. M., March 3, 1930, in Volume 491 of Official Records at Page 1.

Recorded in the office of the County Recorder of the County of Alameda at 9:29 A. M., March 3, 1930, in Liber 2530 of Official Records at Page 1.

Recorded in the office of the County Recorder of the County of Santa Clara at 9:57 A. M., March 3, 1930, in Book 309 of Official Records at Page 1.

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EXHIBIT D

Certificate of Project Review



Hetch Hetchy Regional Water System

Services of the San Francisco Public Utilities Commission



WATER ENTERPRISE

Natural Resources and Lands Management Division

1657 Rollins Road, Burlingame, CA 94010 | Tel: (650) 652-3209 | Fax: (650) 652-3219

Certificate of Completion of the Project Review Process

Project Name: Stone Dam Pipeline Emergency Interim Replacement Project	
Project Case No: 12.09-PN15.00	Project Contact Information: Name: David Dickson, General Manager Agency/Company: Coastside County Water District (CCWD) Address: 766 Main Street, Half Moon Bay, CA 94109 Telephone No: (650) 712-3283 Email: ddickson@coastsidewater.org
Project Location: Pilarcitos Canyon, between Stone Dam Meter and CCWD Property (Peninsula Watershed)	
Project Review Meeting Date: 09/26/12	
Project Description (<i>Abbreviated; for a full description, please see case file</i>): The proposal is to provide a temporary replacement for the CCWD's Stone Dam pipeline. The 12-inch welded steel line was built circa 1948 and runs from the SFPUC Stone Dam meter through upper Pilarcitos Canyon to the CCWD's system. The pipeline is currently out of service due to a leak discovered in late August 2012 in an overgrown part of the alignment. The CCWD proposes to a temporary replacement at this time due to the age and deteriorated condition of the existing pipe.	
Required Measures (<i>To be incorporated into the Project</i>): <ol style="list-style-type: none"> 1) CCWD shall comply with all Best Management Practices (<i>Management Actions</i>) under SFPUC's Peninsula Watershed Management Plan (available on SFPUC website sfwater.org or use the following link: http://www.sfwater.org/modules/showdocument.aspx?documentid=756). These Management Actions include, among others, items (2); (3); and (7) below. 2) The Project proponent shall ensure that a qualified biologist is on site daily prior to the start of construction and available on-call throughout construction. The biologist will inspect all stock piles and each piece of equipment prior to startup each morning to ensure that no red-legged frogs are sheltered in pipes or equipment. Prior to placing the pipeline or pipes on vegetation or clearing vegetation, the biologist will inspect the area immediately prior to commencement of the clearing activity to ensure that no red-legged frogs are present. 3) Prior to the start of construction, provide a brief training to the construction crew to inform them of legal responsibilities with respect to CA red-legged frog, as follows: <ul style="list-style-type: none"> • If any frog is encountered during construction, work in the vicinity will halt until the biologist has determined whether it is a red-legged frog. If it is a red-legged frog, it will be protected from disturbance until it leaves the project area of its own volition. • No person will handle, move or cause to move, or otherwise harass a red-legged frog in any way. • Harming or harassing a red-legged frog is a violation of federal Endangered Species Act. 4) Construction activities shall be restricted to the roadway only; no excavation work is permitted without prior authorization from the SFPUC. 5) Hours of work will be limited to daylight hours only and sufficiently dry conditions. 6) Construction must be completed by February 15, 2013; otherwise further Project Review will be required to address concerns related to nesting season, particularly disturbance to Marbled Murrelets and their habitat. 7) To protect Marbled Murrelet eggs and chicks that may be present in the Spring, CCWD and its contractors will take necessary steps to control corvid (jays, ravens, crows) attractants such as food and litter on the job site and vicinity. 8) The exact placement of the proposed temporary pipeline will be determined in the field in consultation with SFPUC-NRLMD staff. 	

9) The proposed temporary pipeline will include a fire hydrant; location of the fire hydrant will be approved by SFPUC-NRLMD staff.

10) Prior to commencing work, contact Millbrae Dispatch at (650) 872-5900.

This certificate is only valid for the scope of work and construction dates specified. Should the Project description and/or the construction period change, please contact Joanne Wilson at (650) 652-3205. Further project review may be required.

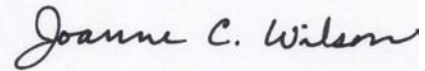
Findings:

- 1) The Project is located on SFPUC Watershed Lands and conforms to applicable SFPUC policies, including the Peninsula Watershed Management Plan and the SFPUC Stewardship Policy.**
- 2) The Project Sponsor provided documentation of compliance with environmental regulations including applicable permits and CEQA. Specifically, the CCWD prepared a Notice of Exemption (dated 9-26-12) for the proposed project which was approved by the CCWD Board of Directors in Resolution No. 2012-07.**
- 3) CEQA Findings to be discussed, and upon successful consideration, adopted by the San Francisco Public Utilities Commission by resolution.**

This is to certify that the above-referenced project has been reviewed by the Natural Resources and Lands Management Division for compliance with SFPUC policies pertaining to its watershed lands.

10/24/12

Date



Authorized Signature

If you are applying for an Access Permit, please submit a copy of this certificate with your application.

Project Location Map

Project Name: **Stone Dam Pipeline Emergency Interim Replacement Project**
 Project Case No: **12.09-PN15.00**
 Project Location: **Pilarcitos Canyon, between Stone Dam Meter and CCWD Property (Peninsula Watershed)**

