



Item No. 16 Town of Atherton

CITY COUNCIL STAFF REPORT – REGULAR AGENDA

TO: HONORABLE MAYOR AND CITY COUNCIL
GEORGE RODERICKS, CITY MANAGER

THROUGH: ROBERT OVADIA, PUBLIC WORKS DIRECTOR

FROM: MARTY HANNEMAN, INTERWEST CONSULTING GROUP
PROJECT MANAGER

DATE: JUNE 19, 2019

SUBJECT: CIVIC CENTER UPDATE: RATIFICATION OF THE CITY MANAGER'S APPROVAL OF CHANGE ORDER WORK BY WONG ELECTRIC INC. FOR ELECTRICAL SERVICES FOR THE TEMPORARY TRAILERS; AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT AMENDMENT WITH MACK5 FOR EXTENDED PROJECT TIMELINE; AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT AMENDMENT WITH MACK5 FOR REQUIRED STORM WATER INSPECTION SERVICES VIA SUBCONTRACTOR; RATIFICATION OF THE CITY MANAGER'S APPROVAL OF AGREEMENT AMENDMENT WITH MACK5 FOR REQUIRED ABATEMENT MONITORING DURING DEMOLITION VIA SUBCONTRACTOR; AUTHORIZE THE CITY MANAGER TO EXECUTE A TASK ORDER AMENDMENT WITH INTERWEST FOR CONTINUED INFORMATION TECHNOLOGY SERVICES FOR THE CIVIC CENTER PROJECT; AUTHORIZE THE CITY ATTORNEY TO REVIEW AND THE CITY MANAGER TO EXECUTE A CONSENT AGREEMENT AND A EXCHANGE IN REAL PROPERTY INTEREST AGREEMENT WITH SFPUC; AND RATIFY THE CITY MANAGER CONSTRUCTION CONTRACT CHANGE ORDER PROCESS.

RECOMMENDATION

1. Ratify the City Manager's approval of additional work by Wong Electric Inc. for electrical services already provided for the temporary trailers exceeding the authorized contingency by \$6,445.31; plus authorization for additional electrical work up to \$10,000;
2. Authorize the City Manager to execute an agreement amendment with Mack5 for extended project timeline to June 30, 2021 at a cost of \$98,207;

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3. Authorize the City Manager to execute an agreement amendment with Mack5 for storm water inspection services via Sandis for \$48,196;
4. Ratify the City Manager's approval of an agreement amendment with Mack5 for required abatement monitoring during demolition via Terracon for \$20,534;
5. Authorize the City Manager to execute a task order amendment with Interwest for continued information technology services for the Civic Center project;
6. Authorize the City Attorney to review and the City Manager to execute a Consent Agreement and an Exchange in Real Property Interest Agreement with SFPCU.
7. Ratify the City Manager's Construction Contract Change Order Process for authority to approve individual construction contract change orders or amendments up to an aggregate amount of \$2 million; however, no single change order shall exceed \$300,000 without separate approval by the City Council.

BACKGROUND

Given the timing of activities on the Civic Center Project, some of the work discussed below has been approved by the City Manager where such approvals are within the City Manager's Purchasing Ordinance approval authority. They are presented to the Council for ratification so that the Council stays abreast of the various contract work efforts. In the future, a spreadsheet of the various major contracts will be presented as part of the regular update process noting contract prices, amendments, change orders, and invoices paid to date.

Now that the Civic Center Project is underway, the remaining significant contracts inherent in the Project are:

- Construction – SJ Amoroso
- Project Management – Interwest Group
- Construction Management – Mack5
- IT Services – Interwest Group
- 911/Telecommunications – TEA Consultants

Where work exceeds the approval authority of the City Manager under the Town's Purchasing Ordinance or the suggested construction contract change order process, staff will return approvals to the City Council for review prior to authorization.

Temporary Relocation Electrical Services – (Attachments 1, 2, & 3)

On May 15, 2019, the City Council authorized the City Manager to execute an agreement (Attachment 1) with Wong Electric, Inc. to perform required electrical services for the temporary trailers in Holbrook-Palmer park for a fee of \$69,285. The Council also authorized a 10 percent contingency of \$7,000 for total cost of \$76,000.

On May 21, 2019, Wong Electric submitted Change Order (CO) (Attachment 2) No. 1 for \$3,986.11 to provide additional electrical services required for the temporary trailers that were not foreseen in the original proposal. This work was authorized by the City Manager since it was

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within the \$7,000 contingency approved by Council.

On May 30, 2019 (day prior to move-in), Wong Electric submitted Change Order (CO) (Attachment 3) No. 2 for \$9,459.20 to provide additional electrical services for the temporary trailers that were required after the initial inspection by Menlo Fire Protection District and modification to public access cubicles/counters. In order to stay on the move-in schedule of staff into the trailers on May 31, this additional work was approved by the City Manager. The total amount for the two CO's is \$13,445.31 (\$3,986.11 and \$9,459.20), which is \$6,445.31 above the City Council's \$7,000 approved contingency. The City Manager advised the Council of this additional work on June 7.

As the Council is aware, PG&E has yet to upgrade the transformer at the temporary facilities. As a result, the temporary trailers are operating via generator during open hours. Once PG&E upgrades the transformer, staff anticipates that there will be some additional electrical work necessary to downsize the generator and make other associated electrical adjustments. Additional work by Wong Electric will be required. Staff anticipates up to \$10,000.

City Council action is necessary to ratify the City Manager's approval of additional work Wong Electric of \$6,445.31 beyond the approved contingency amount; and authorization of additional electrical work up to \$10,000.

Mack5 Extended Project Timeline – (Attachment 4)

Additional Service Request No. 3 extended the time for performance for Mack5 to July 30, 2020. Based on the current project schedule, the time for performance is now expected to complete June 30, 2021. This is now an additional eleven months of work required by Mack 5. Thus, based on this eleven-month increased project schedule and increased in hourly rates during that period of time, Mack5 is requesting an additional fee of \$98,207 (Attachment 4 – Additional Service Request 5). This additional cost was not contemplated as part of the overall Cost Model Manager; however, given the timeline of the project is a necessary component.

City Council action is necessary to authorize the City Manager to execute an amendment to the consulting services agreement with Mack5 for work during the eleven-month additional project timeline for a fee not to exceed \$98,207.

Construction QSP/SWPPP Inspection Services – (Attachment 5)

As part of their role of Construction Management, Mack5 oversees the necessary Town contractors that provide inspection, testing and monitoring. For State compliance, a qualified stormwater practitioner (QSP) for the stormwater pollution prevention plan (SWPPP) is required. Mack5 provides oversight and management of these services and these services were to be delivered via a future contract amendment. Mack5 has provided the additional scope of work (Attachment 5) for this service for a not to exceed fee of \$48,196. These services were contemplated as part of the overall Cost Model Manager.

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City Council action is necessary to authorize the City Manager to execute an amendment to the consulting services agreement with Mack5 to perform additional QSP/SWPPP construction inspection services for the Civic Center Project for a fee not to exceed \$48,196.

Demolition Testing, Inspection and Monitoring Services – (Attachment 6)

As part of their role of Construction Management, Mack5 oversees the necessary Town contractors that provide inspection, testing and monitoring. A Cal-OSHA certified consultant is required onsite during demolition of the permit center, administration and Police garage buildings. The Cal-OSHA certified consultant will be conducting asbestos surveys; writing work plans or specifications for abatement; monitoring the work of abatement contractors; collecting air samples; and determining if the work area is safe for re-occupancy by non-asbestos workers. Given the timing of the necessary work, the City Manager approved Additional Service Request No. 7 on June 4 and advised the Council on June 7. The additional scope of work totals \$20,534. These services were contemplated as part of the overall Cost Model Manager.

City Council action is necessary to ratify the City Manager's approval of the work by Mack5 and Terracon for the additional testing, inspection and monitoring services of \$20,534.

Extension of Information Technology Support Services – (Attachment 7)

On April 19, 2017 the City Council approved a Task Order (Attachment 7) with Interwest Consulting Group (Interwest) to provide information technology (IT) support services for the Civic Center Project for a fee of \$58,320. At the time, it was anticipated that this would be sufficient to process temporary relocation and coordination and review of IT needs for the new buildings. However, in the interim, the Town bid the project, rejected the bids, rebid the project, relocated the planned temporary facilities from onsite to offsite, and substituted Atherton Fiber for core backbone services instead of Comcast. These issues significantly complicated the IT services required and extended the timeline for completion from June 2020 to June 2021. Interwest has drawn against and exceeded their budget under the Task Order. An extension of IT Service Support is required in the amount of \$75,000. IT services were contemplated as part of the overall Cost Model Manager.

City Council action is necessary to authorize the City Manager to execute Task Order amendment with Interwest for continued IT services for an additional amount of \$75,000.

SFPUC Water Line Consent and Exchange in Real Property Interests Agreements – (Attachments 9, 10, & 11)

On July 19, 2017, City Council authorized the City Attorney to review and the City Manager to sign a Letter of Intent (LOI) (Attachment 9) with the San Francisco Public Utility Commission (SFPUC) for the existing 36-inch water line running down Station Lane in Atherton. This LOI outlined several ongoing negotiation items regarding proposed modifications to existing easements and real property exchange in interest.

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After months of lengthy negotiations with SFPUC, staff has come to agreement on a Consent Agreement (Attachment 10), which allows the Town as part of the Civic Center project to install pavement, landscape, and underground utilities, including electrical, irrigation, sewer, storm, telecommunication, and water conduits, across the Palo Alto Pipeline in the SFPUC's Pipeline Right of Way (the "City Parcel") located adjacent to Caltrain's Atherton Station, between Fair Oaks Lane and Maple Ave.

Also, staff has also come to agreement to Exchange Interests in Real Property (Attachment 11), which modifies existing easements and creates some others.

City Council action is necessary to authorize the City Attorney to review and the City Manager execute the April 26, 2019 Consent Agreement and the Agreement to Exchange Interests in Real Property.

Contract Change Order Authority

The Town's Purchasing Ordinance provides that for Public Works Contracts, the City Manager has the authority to execute contract change orders (CCO) or amendments in an amount not to exceed fifteen percent of the original price of the contract. For this contract, that would be \$7.06 million (\$47,077,000 x .15). The City Manager considers that to be excessive. Therefore, the City Manager is proposing the following change order process be adopted by the Council as direction to the City Manager for this project:

- The City Manager shall have the authority to approve individual change orders or amendments to this contract up to an aggregate amount of \$2 million; however, no single change order shall exceed \$300,000 without separate approval by the City Council.
- If the aggregate of change orders reaches \$2 million; the City Council shall review and set a new threshold for approval by the City Manager and review and approval by the City Council.
- Change orders that materially affect the exterior design of the buildings or materially affect the interior public spaces shall be reviewed for approval by the City Council regardless of their amount.

The types of CCO for this project can vary. The first one that City Council approved due to the sensitivity of the neighborhood was the decomposed granite pathway behind the Historic Town Hall Center for \$16,394. Other CCO's may be for different types of materials, equipment, construction processes. Other CCO's may be for types of door handles, locations of electrical outlets, sprinkler heads, etc. - minor. Change in window locations, windows or door types, paint, ceiling, flooring, etc. - those are more material and would be brought to the Project Management Committee (PMC) and/or City Council for review and direction.

The process for a CCO would begin with the Contractor providing the Town with a Cost Proposal Estimate (CPE) to add, delete or change something in the bid documents. The CPE's can be at the request of the Town or a recommendation by the Contractor. The Town's design team would review it to ensure the pricing is reasonable and methods for construction are within industry standards. If the CPE is within the City Managers authority as outlined above, the City Manager

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would approve the CPE. The Contractor would then convert this approved CPE into a Contract Change Order that the Contractor, Construction Manager, the Project Manager, and City Manager signs as an official contract change order.

Staff is requesting that the City Council ratify the above change order process as direction to the City Manager.

Material Selection Process

The Council approved bid documents include material selection for the types of flooring, painting, walls, ceilings, carpeting, benches, equipment, windows, landscaping, lighting, etc. to be installed. This sets level of quality for materials, prior to final approval. Prior to installing any of these the contractor provides a submittal with sample of the ones in the specifications and sometimes other brands, or materials that may have been selected due to cost savings or installation issues. The Town's design team will review these submittals to ensure they meet the intent of the Council approved design.

POLICY ISSUES

There are no significant policy issues associated with this report.

FISCAL IMPACT

Attachment 12 is a summary of the project finances via the Monthly Budget Summary. Funding for this effort is included in the Cost Model Manager projections for the project.

PUBLIC NOTICE

Public notification was achieved by posting the agenda, with this agenda item being listed, at least 72 hours prior to the meeting in print and electronically. Information about the project is also disseminated via the Town's electronic News Flash and Atherton Online. There are approximately 1,200 subscribers to the Town's electronic News Flash publications. Subscribers include residents as well as stakeholders – to include, but be not limited to, media outlets, school districts, Menlo Park Fire District, service providers (water, power, and sewer), and regional elected officials. The Town maintains an active and up to date Project Website at <http://ca-atherton.civicplus.com/index.aspx?NID=290>.

COMMISSION/COMMITTEE FEEDBACK/REFERRAL

This item has or has not been before a Town Committee or Commission.

- Audit/Finance Committee (meets every other month)
- Bicycle/Pedestrian Committee (meets as needed)
- PMC & Civic Center Advisory Committee (meets as needed)
- Environmental Programs Committee (meets every other month)

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- _____ Park and Recreation Committee (meets each month)
- _____ Planning Commission (meets each month)
- _____ Rail Committee (meets every other month)
- _____ Transportation Committee (meets every other month)

ATTACHMENTS

- Attachment 1: Wong Electric, Inc. Proposal No. 15849, dated 5-2-19
- Attachment 2: Wong Electric, Inc, CCO No. 1, 5-21-19
- Attachment 3: Wong Electric, Inc, CCO No. 2, 5-30-19
- Attachment 4: Mack5 Proposal No. 5 Project Timeline Extension, 2-16-19
- Attachment 5: Mack5 Proposal QSP/SWPPP Services, 5-7-19
- Attachment 6: Mack5 Proposal Demo Inspection, Testing, Monitoring Services, 6-4-19
- Attachment 7: Interwest Civic Center IT Services TO 4-11-17
- Attachment 9: SPPUC Letter of Intent July 11, 2017
- Attachment 10: SFPUC Consent Agreement 4-26-19
- Attachment 11: SFPUC Agreement to Exchange Interests in Real Property
- Attachment 12: Monthly Budget Summary

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Attachment 12

Monthly Budget Summary

Fund Allocations	Library Fund	Building Facilities Fund	General Fund	Civic Center Donations	Total
FY 18-19 Budget	\$8,124,830	\$2,675,374	\$981,500	\$6,576,976	\$18,358,680
Expenditures to Date					
Design	\$1,284,323	\$602,263	\$581,357	\$2,718,393	\$5,186,336
Project Management	\$370,153	\$208,803	\$64,976	\$834,291	\$1,478,223
Geo-Tech/Environmental	\$48,706	\$95,442	\$60,240	\$0	\$204,389
Pre-Construction	\$511,481		\$81,033	\$218,854	\$811,368
Totals	\$2,214,664	\$906,507	\$787,606	\$3,771,538	\$7,680,315
Remaining FY 18-19 Budget	\$5,910,166	\$1,768,867	\$193,894	\$2,805,438	\$10,678,365

Atherton Now Cash Donations (Received)	Amount
Master Plan & Conceptual Design Phases 1 & 2	\$250,457
Schematic Design Phase 3	\$200,838
Design Development	\$506,870
Construction Documents Phase	\$783,026
Bidding	\$43,338
Construction Administration	\$343,173
Total Contributions to Date	\$2,127,702



Celebrating Our 41st Anniversary 1978-2019

License #C-10 362410
 4067 Transport Street
 Palo Alto, CA 94303
 Phone: (650) 813-9999
 Fax: (650) 813-9664

OLD PROPOSAL No.

REVISION DATE:

PROPOSAL # 15849

Page:

TO: Town of Atherton
 91 Ashfield Road
 Atherton, Ca 94027-3896
ATTN.: Mr. Marty Hanneman

PHONE
 916/804-0336

FAX

DATE
 5/2/2019

JOB NAME: Temp Power for the office Trailers
 150 Watkins Ave
 Atherton, Ca 94027-3896

WE ARE PLEASED TO SUBMIT OUR PROPOSAL FOR THE ABOVE-MENTIONED PROJECT AS FOLLOWS:

INCLUSIONS: Per electrical drawings.

1. Provide and install 600 amp outdoor "MSB" main switchboard, 120/240 volt single phase
2. Install Owner furnished outdoor (ATS) Automatic Transfer Switch.
3. Provide and install 600 amp outdoor "DP" distribution panel.
4. Provide power for owner furnished Generator,
5. Provide, install and terminate copper wires, for generator, ATS, Distribution Panel, MSB, and six (6) 100 amp trailer sub-panels.
6. Provide and install concrete pads for equipment.
7. Trenching, back-fill, and compact.
8. Coordination, and inspection standby

Exclusions:

- PG&E fees.
- Permits and permit cost
- Prevailing wage and Overtime
- Protection bollards for the switchgear if any.
- Power poles and power pole cables. (furnished by others)
- Generator and ATS (furnished by others).
- Work of other trades and all work not specifically listed above.
- Disassemble switchgear and wires in the future.

WE PROPOSE; HEREBY, TO FURNISH LABOR & MATERIALS (COMPLETE) IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS FOR THE SUM OF:
Sixty Nine Thousand Two Hundred Eighty Five Dollars and 00/100 (\$ **69,285.00**)

PAYMENT IS TO BE MADE AS FOLLOWS: Progress billing

PAYMENT IS DUE UPON RECEIPT OF INVOICES. THERE IS A SERVICE CHARGE OF 1-1/2% MONTHLY ON PAST DUE ACCOUNTS.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Wong Electric, Inc.
 Signature:

Sam Peppas, Project Manager

NOTE: DUE TO PRICE FLUCTUATION OF MATERIAL, THIS PROPOSAL IS VALID FOR A PERIOD OF TEN (10) DAYS FROM THE PROPOSAL DATE.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Signature & Date: _____

Print Name: _____

We agree to make payment as outlined above. **20% DEPOSIT REQUIRED PRIOR TO START OF WORK**

Additional Service Request 05
 Date: February 26, 2019
 Project: Atherton Civic Center #14443
 Scope: Additional Extended Time of Performance and Associated Escalation on Hourly Rates

Background:

This Additional Service Request is based on extending the project Time of Performance as well as increasing hourly rates beyond the base Agreement's original Time of Performance. Please note that neither extended Time of Performance nor holding hourly rates beyond the contracted Time of Performance were included in the mack⁵ Scope of Work, Schedule of Performance or Compensation in our base Agreement (dated July 23, 2014).

Time of Performance

Add Service Request 03 extended the project completion date to July 30, 2020. Based on the current project schedule, the Time of Performance is now expected to complete June 30, 2021 (upon completion of the 2-month mack⁵ Post-construction phase) – an additional 11 months.

Though the extended Time of Performance is 11 months, our request for extended time is limited to the 4 months covering the project's additional bid period.

Please note that the mack⁵ Scope of Work includes a warranty walk through approximately 11 months after occupancy. Though the warranty walk through is included in our Scope of Work, it will take place after the extended Time of Performance, as per the base Agreement.

Hourly Rates

Effective January 1, 2019, hourly rates will increase approximately 3% per year from Add Service Request 03's \$175/hour. This Additional Service Request includes this escalation.

Revise Agreement for extended Time of Performance

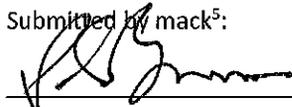
To affect the extended Time of Performance in the base Agreement, change Section 3. Scope and Performance of Services, Paragraph B, line 2 to read "...and be completed no later than June 30, 2021, unless extended by mutual agreement."

Per the terms of the base Agreement, we submit the following fees associated with Additional Service Requests 04/05 (see Additional Service Request 04 for details):

<u>Summary of Additional Service Requests 04 and 05</u>	<u>Fee</u>
Additional Service Request 04 *	191,811
Additional Service Request 05	\$98,207
Total Additional Service Requests 04/05	290,018
Current Professional Services Agreement	\$1,315,134
Total Revised Professional Services Agreement	\$1,605,152

*See Additional Service Request 04 for detail.

Submitted by mack⁵:



Paul Beamer, Project Manager

Approved by Town of Atherton:

 Authorized Representative

 Date

Additional Service Request 06
 Date: May 7, 2019
 Project: Atherton Civic Center #14443
 Scope: QSP/ SWPPP Inspection Services

Background:

This Additional Service Request consists of adding the consulting services for independent QSP/ SWPPP Inspection for the Civic Center Project, which was not included in the mack⁵ Scope of Services in our Base Agreement, dated 7/23/2014.

QSP/ SWPPP Inspection Services

Our current Agreement does not include any QSP/ SWPPP Inspection for the Project. Therefore, mack⁵ has been asked to include these services over the course of construction. This Additional Service will add the services needed under the requirements of the NPDES Construction General Permit 2009-0009-DWQ amended by 2010-0014-DWQ & 2012-0006-DWQ and are applicable to all construction projects which occupy one acre or more of area. Per the terms of our agreement, we submit the following not-to-exceed fees to contract with Sandis, for the scope and fees stated in their attached proposal, dated 5/6/19 for this work:

Sandis Fee	\$38,100
15% Contingency	<u>5,715</u>
	43,815
 mack ⁵ Markup	 <u>\$4,381</u>
 TOTAL	 \$48,196

Services will be billed as completed by Sandis.

Summary

Total Additional Service Request

Fee

\$48,196

Current Contract Consulting Services

\$1,506,945

Total Revised Consulting Services

\$1,555,141

Submitted by mack⁵:



Paul Beamer, Project Manager

Approved by Town of Atherton:

 Authorized Representative

 Date



May 6, 2019

Manil Bajracharya
mack⁵
1900 Powell Street, Ste 470
Emeryville, CA
510.595.3020 Office

**RE: QSP SERVICES PROPOSAL
ATHERTON CIVIC CENTER
91 ASHFIELD ROAD
ATHERTON, CA**

Dear Manil,

Thank you for the opportunity to submit our proposal to provide Qualified SWPPP Developer (QSD) and Qualified SWPPP Practitioner (QSP) Services for the above referenced project. These services are driven by the requirements of the NPDES Construction General Permit 2009-0009-DWQ amended by 2010-0014-DWQ & 2012-0006-DWQ and are applicable to all construction projects which occupy one acre or more of area. Our proposal is based on the current project information from recent meetings and correspondence.

QUALIFIED SWPPP PRACTITIONER

\$38,100

- ◆ Provide QSP services for duration of construction; June 2019 - June 2021.
- ◆ Coordinate the implementation of BMPs throughout duration of construction.
- ◆ Perform site inspections; one per week minimum plus required rain event inspections.
- ◆ Advise on project compliance and maintain the SWPPP binder weekly.
- ◆ Provide on-site BMP training for project team. Assumes one (1) training session.
- ◆ Perform turbidity and pH field testing of site effluent during required events.
- ◆ Assist Contractor in preparation of REAPs (Rain Event Action Plans).
- ◆ Upload necessary Ad-Hoc reports/monitoring data to SMARTS.
- ◆ Prepare two (2) Annual Report(s), due September 1st of each year.
- ◆ Prepare a Notice of Termination, including the final site map and photo report, to upload to SMARTS for closure on the project permit.

TERMS AND CONDITIONS

- ◆ This proposal excludes the installation and maintenance of stormwater pollution controls.
- ◆ We assume that our staff will have access to the project sites within typical work hours while conforming to project safety standards set by the Contractor.



May 6, 2019
Manil Bajracharya
mack⁵
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- ◆ This proposal excludes the design of active treatment systems. If active treatment systems are required, design of the system will be an additional service.
- ◆ The scope of work included in the proposal is limited to the specific scope included and specified only. Any exclusions listed are for clarity only and do not represent a complete list of exclusions to the scope. Any additional scope proposed or done other than that listed in the proposal as included shall be done as an additional service.
- ◆ Agency review and permit fees will not be paid by SANDIS and are not included in this proposal.
- ◆ This proposal is firm for thirty (30) days from the date of this letter.

Given the variable nature of this work, we propose to provide these services on a percent complete basis for the approximate sum of **\$38,100** (Thirty Eight Thousand One Hundred Dollars); attached is an anticipated breakdown of standard tasks and an estimate of how many times those tasks may need to be performed in the given schedule. These services to be performed under the terms and conditions of the client provided master services agreement. If no such agreement is sent by client, Sandis shall provide our Agreement for Qualified SWPPP Practitioner Services.

Pursuant to state law, no work can proceed on this project without written acceptance. Please return one signed copy of this proposal and one signed copy of the master services agreement to our Pleasanton office as our authorization to proceed.

Regards,

Approved

SANDIS

MACK⁵

Roy LaTess, CPESC, QSD/P, QISP
Stormwater Manager
rlatess@sandis.net
5117 Johnson Drive
Pleasanton, CA 94588

By: _____

Title: _____

Date: _____

QSP Fee Estimate
Atherton Civic Center
SANDIS Stormwater
May 6, 2019

This estimate is based on non prevailing wage projects

	Cost	Assumed Quantity	Total
QSD			
SWPPP Development (Risk 1)	\$2,500	0	\$0
SWPPP Amendment	\$500	0	\$0
Revision of Water Pollution Control Plan	\$1,000	0	\$0
		Subtotal	\$0
QSP			
Coordinate and Review Implementation of BMPs	\$100		<i>Included</i>
SMARTS Coordination with Owner	\$200	0	\$0
Project Site Team SWPPP Training	\$500	1	\$500
Subcontractor SWPPP Training	\$300	0	\$0
Weekly Site Visual Inspection, (year round)	\$125	104	\$13,000
Rain Event Visual Inspections (pre-storm, during storm, post storm)	\$150	92	\$13,800
SWPPP Binder Maintenance (per week)	\$50	104	\$5,200
Discharge Monitoring, Testing, & Reporting (per occurrence)	\$250	12	\$3,000
Annual Report Preparation (required if site active for 3 months or longer)	\$800	2	\$1,600
Assist Contractor in Preparation of REAPs (Rain Event Action Plans)	\$100		<i>Included</i>
Daily NOAA Website Monitoring	\$100		<i>Included</i>
Meetings with site Project Manager/Superintendent (as needed)	\$100		<i>Included</i>
Notice of Termination (includes final site map and report)	\$1,000	1	\$1,000
		Sub Total	<u>\$38,100</u>
		Grand Total	<u>\$38,100</u>



Roy LaTess, CPESC, QSD/P, QISP
 Stormwater Manager

Additional Service Request 07
 Date: June 4, 2019
 Project: Atherton Civic Center #14443
 Scope: Abatement Monitoring during Hazardous Materials Removal

Background:

This Additional Service Request consists of adding the services for independent abatement oversight monitoring during removal of various hazardous materials for the Civic Center Project, which was not included in the mack⁵ Scope of Services in our Base Agreement, dated 7/23/2014.

Hazmat Removal Monitoring Services

Our current Agreement does not include any hazmat removal monitoring for the Project. Therefore, mack⁵ has been asked to include these services over the course of construction. Per the terms of our agreement, we submit the following not-to-exceed fees to contract with Terracon, for the scope and fees stated in their attached proposal, dated 6/4/19 for this work:

Terracon Fee	\$16,970
10% Contingency	<u>1,697</u>
	18,667
 mack ⁵ Markup	 <u>\$1,867</u>
 TOTAL	 \$20,534

Services will be billed as on a time-and-materials basis by Terracon.

<u>Summary</u>	<u>Fee</u>
Total Additional Service Request	\$20,534
 Current Contract Consulting Services (includes Additional Service Request 06, but not 05)	 \$1,555,141
Total Revised Consulting Services	\$1,575,675

Submitted by mack⁵:



 Paul Beamer, Project Manager

Approved by Town of Atherton:

George Rodericks
 George Rodericks

 Authorized Representative

June 4, 2019

 Date



July 11, 2017

Marty Hanneman, P.E.
 Project Manager
 Town of Atherton
 91 Ashfield Road
 Atherton, California 94027

Re: Letter of Intent for Town of Atherton (“Atherton”) Civic Center Project (“Project”) Proposed Modification to SFPUC Palo Alto Pipeline Permit and Easements

Dear Marty:

Thank you for your May 26, 2017 letter. We appear to be close to reaching an agreement relating to Atherton’s Project and the consequent proposed modifications to, and creation of easements for, the above-referenced San Francisco Public Utilities Commission (“SFPUC”) 36-inch water transmission pipeline (“Pipeline”). The area in which the Project will be constructed (the “Project Area”) is located as shown on the attached **Exhibit A**.

We are prepared to recommend that the City and County of San Francisco (“City”), acting through the SFPUC, accommodate the Project subject to the following terms and conditions:

1. Within the Project Area, City will vacate its existing combined 40-foot wide pipeline easement and, in exchange, Atherton will convey to City **(a)** a 15-foot wide exclusive subterranean pipeline easement (with customary restrictions on incompatible surface uses – see paragraph 6 below);¹ and **(b)** an additional 10-foot wide nonexclusive construction easement. The nonexclusive construction easement will be a surface easement, adjacent to the 15-foot wide pipeline easement, and will be subject to certain restrictions discussed below. The 15-foot wide exclusive pipeline easement and the 10-foot wide nonexclusive construction easement both will be referred to as the “**Project Area Easement**.”
2. Outside of the Project Area and within Atherton’s boundaries, Atherton will grant City a new 15-foot wide nonexclusive subterranean easement (with customary restrictions on incompatible surface uses – see paragraph 6 below) (“**Nonexclusive Pipeline Easement**”) covering Pipeline segments that are currently subject to the 1937 Permit from Atherton or otherwise not within the Project Area.

Edwin M. Lee
 Mayor

Anson Moran
 President

Ike Kwon
 Vice President

Ann Moller Caen
 Commissioner

Francesca Viotor
 Commissioner

Vince Courtney
 Commissioner

Harlan L. Kelly, Jr.
 General Manager

¹ As stated in your letter of May 26th, the term “easement,” refers to a recorded instrument granting an easement.



3. Atherton shall provide City with approximately 10,000 square feet of usable "laydown" area ("**Laydown Area Easement**") in the location identified in the exhibit to Atherton's May 26, 2017 letter (a copy of which accompanies this letter for your convenience). At a future date, the parties may choose to use a different location, provided that both parties agree upon the alternate site.

Atherton shall provide adequate and convenient routes for the SFPUC's construction and repair crews and their trucks and equipment in order to access the Project Area Easement from the Laydown Area Easement, or the mutually agreed alternate site.

Except in the case of an emergency or an urgent need to repair the Pipeline, City shall give Atherton 180 days' advance notice of City's intent to utilize the Laydown Area Easement.

4. With regard to the Project Area Easement and the Laydown Area Easement, Atherton and the SFPUC shall split evenly any Project construction costs relating to the modification and creation of easements contemplated by this letter, including, but not limited to, surveying, potholing, excavating pits to allow pipeline testing, trenching, excavation, backfill, pavement patching, SFPUC inspection costs, preliminary title reports, plat map preparation, and legal description preparation. As one such shared cost, Atherton has engaged a third party to conduct potholing and surveying services with respect to the Pipeline for a fee not to exceed \$40,750. Outside of the Project Area Easement and Laydown Area Easement, City shall pay 100% of all costs relating to the Nonexclusive Pipeline Easement for any third-party inspections, preliminary title reports, plat maps, and legal description preparation.
5. If Atherton so requests, the SFPUC shall provide Atherton with historical Pipeline leak data and the results of ultrasonic thickness testing performed by the SFPUC.
6. Within the Project Area, the SFPUC has no record of Pipeline leaks. Without conducting further testing and based on its historical experience with similar pipelines, the SFPUC estimates, but does not warrant or guarantee, that the remaining useful life of the Pipeline is 15-20 years.
7. Subject to customary restrictions regarding utilities, trees and landscaping, and non-structural surface installations over the Project Area Easement, Laydown Area Easement, and Nonexclusive Pipeline Easement (collectively, "**City's Easement Areas**"), Atherton will have the right to construct, maintain, and use future utility installations and limited surface improvements (e.g., pavements, curbs, and signs) on City's Easement

Areas, provided that the SFPUC first reviews and approves the location and design of such improvements pursuant to the SFPUC Project Review process.

8. With prior SFPUC written approval and so long as such installations do not interfere with City's exercise of its easement rights, future Atherton or third-party utility installations may be placed perpendicularly across the Project Area Easement and the Nonexclusive Pipeline Easement, but not longitudinally along the direction of the Pipeline. Such installations are subject to the State of California Department of Health Services' criteria for the separation of water mains and non-potable pipelines.
9. To the extent City's installation of a second water transmission pipeline within the Project Area Easement or the Nonexclusive Pipeline Easement requires the relocation of existing utilities owned by Atherton and located within those easements, the SFPUC will relocate such existing utilities at City's cost.
10. City shall have the rights of ingress and egress to and from City's Easement Areas over and across adjacent Atherton lands by means of existing roads and lanes, if possible, but otherwise by mutually agreed routes that will minimize any disruption to Atherton resulting from City's use of such access rights.
11. Within 30 days of Project completion, Atherton will furnish the SFPUC, at Atherton's cost, with final as-built drawings for all utilities, related facilities, and surface improvements on and within City's Easement Areas. The drawings must include sufficient detail to allow City to locate all the facilities and improvements.
12. The SFPUC will assist Atherton with "protecting the line in place" during Project construction by providing on-site inspectors.

Please note that this Letter of Intent is not an offer. Notwithstanding either party's execution hereof, nothing in this Letter of Intent will create a legally enforceable contract and no party will be bound to anything unless and until a memorandum of agreement or other binding contractual instrument has been fully negotiated, drafted, and executed by both parties. This Letter of Intent is therefore for discussion purposes only and no party will have any obligation to continue negotiations.

If the terms above are acceptable to Atherton, please sign two copies of this letter and return one copy to:

Attn: Dina Brasil
SFPUC Real Estate Services Division
525 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

Once the terms of this letter are approved by both parties, our next steps will include drafting a Memorandum of Agreement between the City and Atherton to formalize the proposals in this letter, including cost allocation obligations and easement terms and conditions.

Now that Dina Brasil has returned from leave, she will be your point-of- contact for the SFPUC. You can reach her by phone at (415) 934-3914 or by email at dbrasil@sewater.org.

Sincerely,



Michael P. Carlin
Deputy General Manager
SFPUC

Agreed and Accepted:

Town of Atherton

By: _____

Its: _____

Date: _____, 2017

Attachments: Exhibit A (Project Area)
Exhibit to Atherton's May 26, 2017 Letter

- cc. George Rodericks, City Manager, Town of Atherton
- Dave Briggs, Local and Regional Water System Manager, SFPUC
- Rosanna Russell, Real Estate Director, SFPUC
- Richard Handel, Deputy City Attorney
- Chris Nelson, Water Supply and Treatment Division Manager, SFPUC
- Jon Chow, Land Engineering, SFPUC
- Nicole Sandkulla, CEO, BAWSCA
- Dina Brasil, Real Estate Services, SFPUC

EXHIBIT A

Project Area

[attached]

Exhibit A - Project Area



Legend

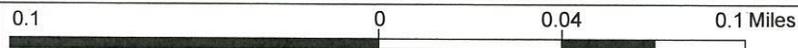
- Valves
- Service Connections
- Misc Features

Transmission Lines

- Penstock
- Pipeline
- Siphon
- Tunnel

Assessor Parcels

1: 2,537



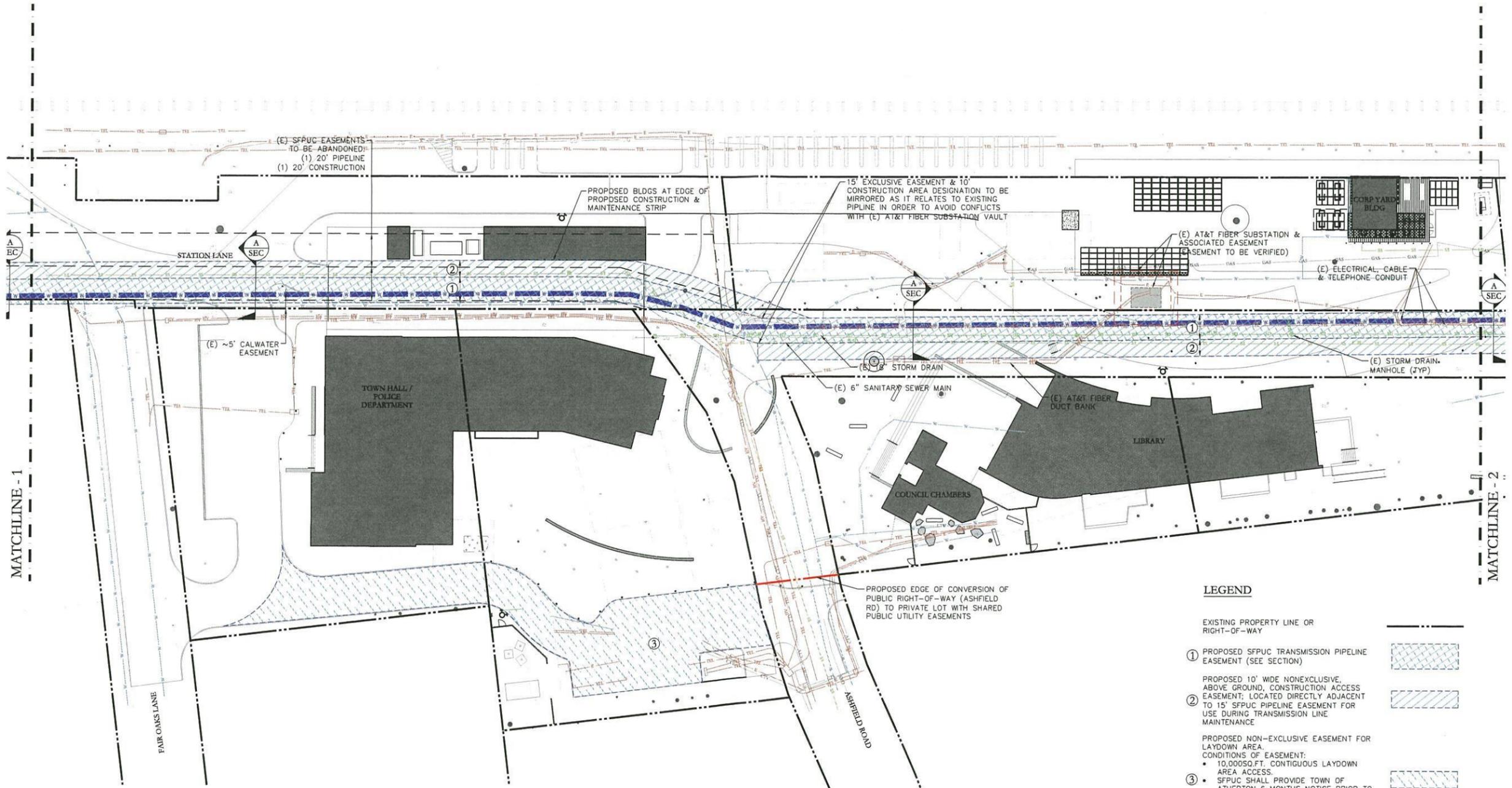
NAD_1983_StatePlane_California_III_FIPS_0403_Feet
Date Created 06/22/2017

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

Notes
Red Area = Approximate Location of Project Area

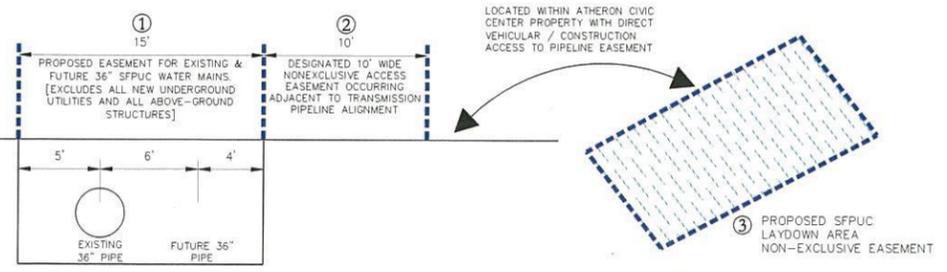
Exhibit to Atherton's May 26, 2017 Letter

[attached]



LEGEND

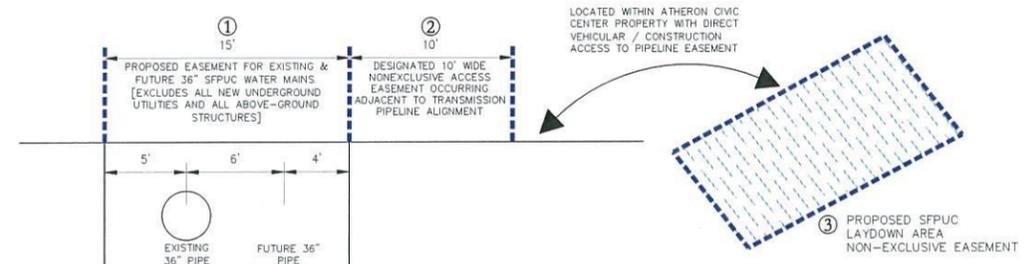
EXISTING PROPERTY LINE OR RIGHT-OF-WAY	
① PROPOSED SFPUC TRANSMISSION PIPELINE EASEMENT (SEE SECTION)	
PROPOSED 10' WIDE NONEXCLUSIVE ABOVE GROUND CONSTRUCTION ACCESS EASEMENT; LOCATED DIRECTLY ADJACENT TO 15' SFPUC PIPELINE EASEMENT FOR USE DURING TRANSMISSION LINE MAINTENANCE	
PROPOSED NON-EXCLUSIVE EASEMENT FOR LAYDOWN AREA. CONDITIONS OF EASEMENT: • 10,000SQ.FT. CONTIGUOUS LAYDOWN AREA ACCESS.	
③ SFPUC SHALL PROVIDE TOWN OF ATHERTON 6 MONTHS NOTICE PRIOR TO PLANNED CONSTRUCTION ACTIVITY. • PRIOR TO USE, CONSTRUCTION STAGING AREA LOCATION SHALL BE AGREED, IN WRITING, BY BOTH PARTIES.	
EXISTING SFPUC EASEMENT TO BE ABANDONED	
PROPOSED BUILDING / BUILDING TO BE RENOVATED	
EXISTING BUILDING (TO BE REMOVED)	



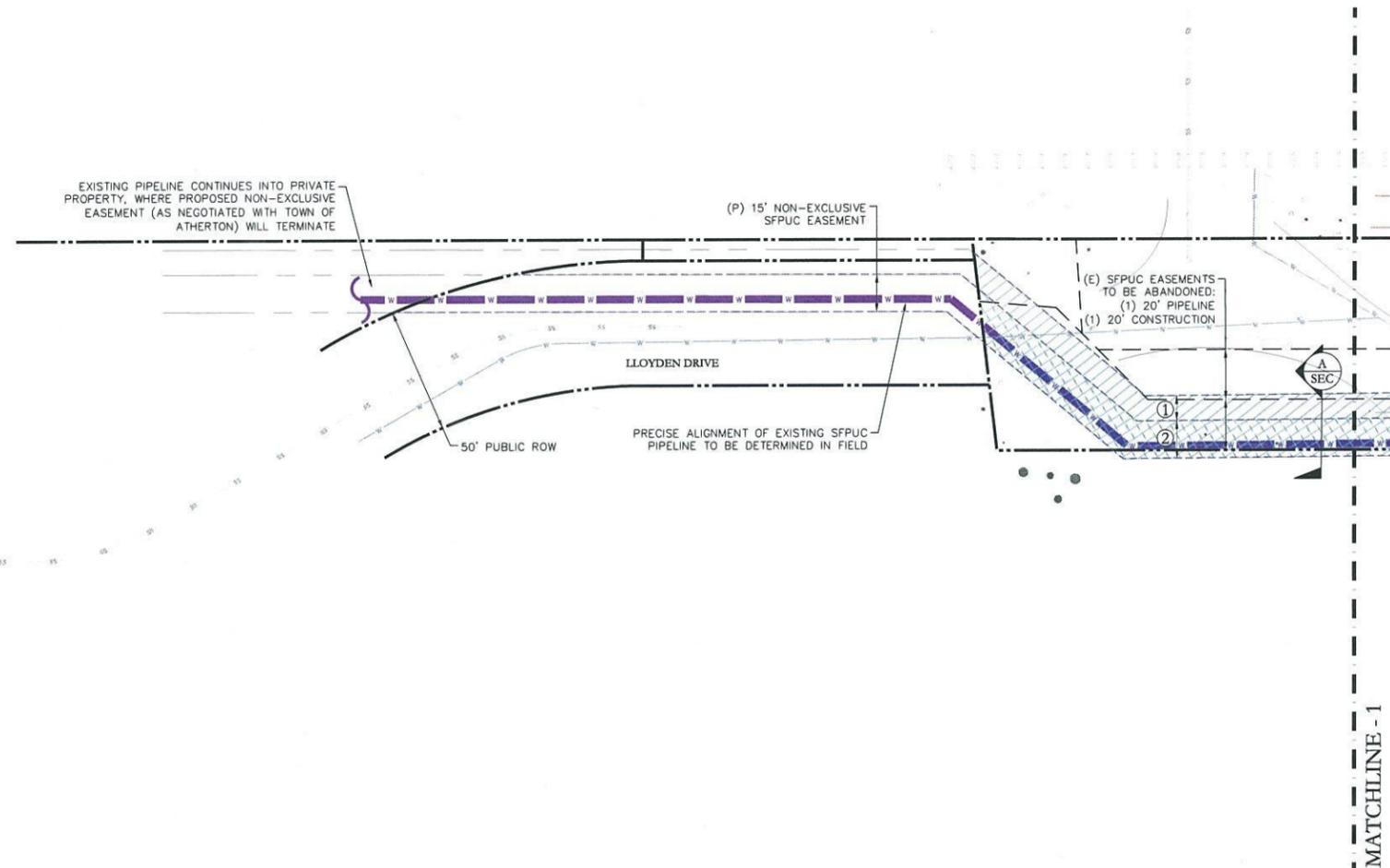
SECTION A
SCALE: 1" = 5'

LEGEND

- EXISTING PROPERTY LINE OR RIGHT-OF-WAY
- ① PROPOSED SFPUC TRANSMISSION PIPELINE EASEMENT (SEE SECTION)
- ② PROPOSED 10' WIDE NONEXCLUSIVE, ABOVE GROUND, CONSTRUCTION ACCESS EASEMENT; LOCATED DIRECTLY ADJACENT TO 15' SFPUC PIPELINE EASEMENT FOR USE DURING TRANSMISSION LINE MAINTENANCE
- ③ PROPOSED NON-EXCLUSIVE EASEMENT FOR LAYDOWN AREA. CONDITIONS OF EASEMENT:
 - 10,000SQ.FT. CONTIGUOUS LAYDOWN AREA ACCESS.
 - SFPUC SHALL PROVIDE TOWN OF ATHERTON 6 MONTHS NOTICE PRIOR TO PLANNED CONSTRUCTION ACTIVITY.
 - PRIOR TO USE, CONSTRUCTION STAGING AREA LOCATION SHALL BE AGREED, IN WRITING, BY BOTH PARTIES.
- EXISTING SFPUC EASEMENT TO BE ABANDONDED
- PROPOSED BUILDING / BUILDING TO BE RENOVATED
- EXISTING BUILDING (TO BE REMOVED)



SECTION A
SCALE: 1" = 5'



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SFPUC PALO ALTO PIPELINE EXHIBIT



April 26, 2019

Mr. Marty Hanneman, P.E.
 Project Manager
 Town of Atherton
 91 Ashfield Road
 Atherton, California 94027

Subject: Request for Consent to install pavement, landscape, and underground utilities, including electrical, irrigation, sewer, storm, telecommunication, and water conduits, across the Palo Alto Pipeline in the SFPUC’s Pipeline Right of Way (the “City Parcel”) located adjacent to Caltrain’s Atherton Station, between Fair Oaks Lane and Maple Ave. in the City of Atherton CA

CST-666-18

Dear Mr. Hanneman

The Town of Atherton (the “**Requesting Party**”) and the City and County of San Francisco (“**City**”), acting through its Public Utilities Commission (“**SFPUC**”), are parties to that certain Letter of Intent dated July 17, 2017 (the “**LOI**”), whereby the parties indicated their intent to enter into an exchange agreement (the “**Exchange Agreement**”) providing for, among other matters, the abandonment by City of an easement across Requesting Party’s lands and, in exchange, Requesting Party grant of new easements to City. Pending the negotiation and entry into such Exchange Agreement, Requesting Party seeks City’s consent to the installation of pavement, landscaping, and certain underground utilities (including electrical, irrigation, sewer, storm, telecommunication, and water conduits) within the City Parcel referenced above. In connection with that request, we hereby consent to the Requesting Party’s performance of the work as shown on the attached **Exhibit A** (the “**Work**”), at the specific locations identified on such exhibit (the “**Work Area**”), subject to and conditioned strictly on Requesting Party’s compliance with all the following terms and conditions:

London N. Breed
 Mayor
Ann Moller Caen
 President
Francesca Viotor
 Vice President
Anson Moran
 Commissioner
Harlan L. Kelly, Jr.
 General Manager



1. The Work must not interfere with, damage, or endanger City's pipelines or appurtenances in any way. Equipment and vehicles used over the pipeline area must not exceed the restrictions and conditions described in the attached **Exhibit A-1**. If any portion of the Work Area or any other of City's real or personal property located on or about the Work Area is damaged by any of the activities of Requesting Party or its agents, contractors, or invitees, Requesting Party shall immediately notify City and at Requesting Party's sole cost, repair any and all such damage and restore the Work Area and/or damaged City property to its previous condition; provided, however, at its sole discretion, City may elect to make any necessary repairs to City's facilities itself, at Requesting Party's sole cost. Requesting Part shall pay City's costs incurred in the performance of any such repair and restoration work within thirty (30) days after receipt of City's invoice reflecting such costs.
2. Notification prior to the start of the Work must be given to the Underground Service Alert (USA). Notification must also be given to Mr. Albert Hao (the "**Construction Inspector**"), at (650) 871-3015 or by e-mail to ahao@sfwater.org, SFPUC Water Supply and Treatment Division, not less than two (2) working days prior to the start of any work on, under, or within the City Parcel.
3. Where potholing is required to measure the depth of City's pipelines and related facilities, the method, location, and other details of the work shall be subject to the Construction Inspector's direction. The term "Work" includes such potholing. Potholing using the soft dig method (vacuum soil extraction system) is preferred. If Requesting Party wishes to use any other mechanical method such as digging with a backhoe, it must submit a written request to City at least five (5) business days prior to the proposed commencement date and obtain SFPUC's prior written consent, which may granted or withheld at SFPUC's sole discretion. Notwithstanding the foregoing, the last (2) feet of soil above the top of any City pipeline must be dug manually, without the use of any machines. Upon completion of the Work, Requesting Party shall promptly notify City in writing of the depth of City's pipeline(s) and related facilities in the Work Area.

4. City has no responsibility or liability of any kind with respect to any pipes, cables, conduits, or other facilities of utility companies or other third parties that may be on, in, or under the Work Area. Requesting Party has the sole responsibility to locate such utilities and other existing facilities, protect them from damage, and pay for any damage caused by Requesting Party's activities on or about the Work Area.
5. The Work must commence within 30 days, and completed within 90 days, after the effective date of this letter. All Work performed pursuant to this consent must be performed Monday through Friday between 8:00 a.m. and 4:30 p.m., excluding City holidays. Any Work performed at any other time must be approved by City in writing at least two (2) business days prior to the commencement of such work. Upon completion of the Work, all debris and excess dirt shall be removed from the Work Area and any other City property affected by the Work shall be restored to its original condition to the satisfaction of the Construction Inspector.
6. At its expense, Requesting Party shall conduct and cause to be conducted all activities permitted by this consent in a safe and reasonable manner and in compliance with all applicable laws, rules, and regulations of any governmental or other regulatory entity and applicable industry standards.
7. Without limiting City's rights with respect to the City Parcel or regarding the Work, at City's written request, Requesting Party shall promptly alter or remove at its sole expense any and all facilities, improvements, or other property installed or placed in, on, under, or about the Work Area by Requesting Party as necessary to avoid any actual or potential interference with any of City's pipelines, power lines, or other facilities, with the maintenance thereof or with any other operations or land uses by City. If Requesting Party fails to complete such work within the time period stated in City's written request, City shall have the right to perform the requested work and charge Requesting Party all costs and expenses incurred by City in performing such work. Such amount shall be due and payable upon City's demand. In the event of an emergency, at its sole option and without notice, City may alter, remove, or protect at Requesting Party's sole

expense, any and all facilities, improvements or other property installed or placed in, on, under, or about the Work Area by Requesting Party. In such event, City shall not be responsible for restoring or returning Requesting Party's property or improvements to their prior condition.

8. By its acceptance of this letter and its signature below, Requesting Party hereby agrees to indemnify and hold harmless City, its Public Utilities Commission, and their respective officers, agents, employees, contractors, and volunteers (together, the "**Indemnified Parties**") against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages, and liabilities of any kind ("**Claims**") arising out of, or that may be alleged to have arisen out of, any act or omission of Requesting Party or its employees, contractors, representatives, invitees, or agents in connection with this consent, the Work, and/or the Requesting Party's use of the Work Area, and/or any other City property affected by the Work. The term "Claims" shall include, without limitation, liabilities resulting from environmental pollution, to the extent caused or exacerbated by any act or omission of Requesting Party or its employees, contractors, representatives, invitees or agents, and environmental remediation and disposal costs. Requesting Party further agrees to defend City and the other Indemnified Parties against any and all Claims and pay all charges of attorneys and all other costs and expenses arising therefore or incurred in connection therewith; and if any judgment be rendered against City or any of the other Indemnified Parties, Requesting Party shall immediately, at its expense, satisfy, and discharge same.
9. Neither City nor any of its commissions, boards, officers, agents, or employees shall be liable for any damage to, or for any bodily injury or death resulting or arising from the condition of the City Parcel or its use by Requesting Party. Without limiting the indemnification contained in this consent, Requesting Party fully RELEASES, WAIVES, AND DISCHARGES forever any and all Claims relating to this consent, the Work, the Work Area, and/or any other City property affected by the Work, and covenants not to sue City, its departments, commissions, officers, and employees, and all persons acting through them, under any

present or future laws. Requesting Party acknowledges that the above release includes all known and unknown, direct or indirect, and anticipated and unanticipated Claims.

10. Requesting Party accepts the property related to this consent in its "AS-IS" condition, and acknowledges and agrees that neither City nor any of its employees, representatives, or agents have made, and City hereby disclaims, any representations or warranties, express or implied, concerning the property related to this consent. At completion of the Work, Requesting Party shall remove all debris and any excess dirt and shall restore the Work Area to its condition as prior to commencing the Work, to City's satisfaction.
11. Requesting Party shall procure at its expense and keep in effect, and cause its contractor, if any, performing the Work to procure, at its expense and keep in effect, at all times during the term of this consent commercially reasonable insurance, adequate to cover Requesting Party's obligations under this consent, and shall name as additional insured the City and County of San Francisco and its Public Utilities Commission, and their respective officers, agents, volunteers, and employees. Prior to commencement of the Work, and at City's request at any time, Requesting Party shall deliver to City certificates of insurance evidencing the insurance coverage required by this consent, together with complete copies of the policies at City's request. The minimum coverage of insurance shall be as follows: **(a)** General Liability Insurance with limits not less than \$5,000,000 each occurrence combined single limit for bodily injury and property damage, including coverage for contractual liability, independent contractors, explosion, collapse and underground (XCU), personal injury, broadform property damage, products, and completed operations; **(b)** Automobile Liability Insurance not less than \$3,000,000 each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned, and hired automobiles, as applicable, if Requesting Party or its contractor uses or causes to be used any vehicles in connection with its performance of the Work or use of the City Parcel, **(c)** pollution legal liability, environmental remediation liability, and other environmental insurance, as further described below; and **(d)** workers' compensation insurance with employer's

liability coverage of not less than \$1,000,000 each accident. The workers' compensation policy shall be endorsed with a waiver of subrogation in favor of City for all work performed by Requesting Party, its employees, agents, contractors, and subcontractors.

The pollution legal liability, environmental remediation liability, and other environmental insurance required above shall include coverage for bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death; environmental damages; property damage (including but not limited to physical injury to or destruction of tangible property including the resulting loss of use thereof), cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense costs, charges and expenses incurred in the investigation, adjustment of defense claims for such compensatory damages; sudden and non-sudden pollution conditions, including the discharge, dispersal, release, or escape of hazardous materials into or upon the City Parcel or adjoining City property, the atmosphere, or any watercourse or body of water that results in environmental damages; transportation coverage for the hauling of any hazardous materials by Requesting Party or Requesting Party's Contractors or agents, from the Work Area to the final disposal location; and first party environmental remediation that pays for the cost of cleanup and remediation of the Work Area required to comply with all applicable laws. Such insurance shall be endorsed to provide third party disposal site coverage that covers third party bodily injury, property damage and cleanup coverage for pollution conditions emanating from a disposal site or landfill used by the Requesting Party or Requesting Party's agents. With respect to the pollution legal liability/environmental remediation/cleanup liability insurance policy, Requesting Party shall maintain limits no less than: Two Million Dollars (\$2,000,000) per accident and Two Million Dollars (\$2,000,000) annual aggregate for bodily injury and property damage and City and its officers, commissioners, agents, volunteers, and employees shall be included as additional insureds and loss payees.

Should any of the required insurance (other than pollution legal liability 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 annual aggregate limit shall double the occurrence or claims limits specified above.

Each certificate of insurance shall include a reference to the CST number set forth above in the caption of this letter. At all times, all policies shall be in form and content, and with coverage types and amounts satisfactory to City's Risk Manager, and shall remain subject to City's periodic review of limits and types of insurance to be carried. All required liability insurance shall 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 consent and that the insurance applies separately to each insured against whom claim is made or suit is brought. All policies shall be endorsed to require thirty (30) days' prior written notice to City of cancellation or intended non-renewal. Insurance companies shall be legally authorized to engage in the business of furnishing insurance in the State of California. All insurance companies shall have a current A.M. Best Rating no less than "A-, VIII" and shall be satisfactory to City. In the event Requesting Party or its contractor fails to procure such insurance, or to deliver such policies or certificates, City may procure, at its option, the same for the account of Requesting Party, and the cost thereof shall be paid to City by Requesting Party within five (5) days after delivery to Requesting Party of bills therefor.

Requesting Party shall have the right to self-insure with respect to any of the insurance required under this consent, to the extent permitted by applicable law. If Requesting Party elects to self-insure, Requesting party shall submit to SFPUC a certificate of self-insurance signed by a duly authorized representative of Requesting Party, such certificate evidencing that Requesting Party's self insurance program is adequately funded, in full force and effect, and in compliance with and subject to all the terms, agreements, covenants, conditions and provisions of this consent, and shall give City prompt written notice of any significant change in or the depletion of its self-insurance fund. Notwithstanding the foregoing, Requesting Party remains responsible for causing its Contractor and any of its Subcontractors and/or agents to

maintain commercially reasonable insurance coverages and coverage limits as required under this consent.

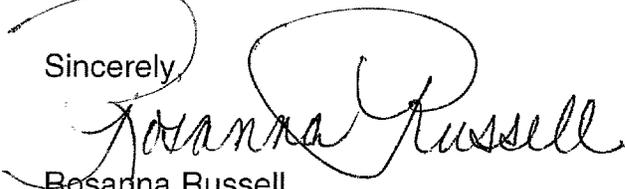
- 12.** The obligations contained in this consent shall survive any termination of this consent and the performance of the Work. This consent is revocable, nonpossessory, nonexclusive, and personal to Requesting Party and shall not be assigned or otherwise transferred by Requesting Party under any circumstances. City may freely revoke this consent at any time without cause and without any liability to the Requesting Party. This consent does not constitute a license or grant by City of any ownership, leasehold, easement, or other property interest or estate whatsoever in any portion of the Work Area. Nothing in this consent grants or creates any franchise rights pursuant to any federal, state, or local laws.
- 13.** This consent confers permission only insofar as City's rights in the Work Area are concerned. Requesting Party shall obtain any further permission that may be required because of other existing rights affecting the Work Area.
- 14.** Requesting Party and City shall use all reasonable efforts to negotiate and finalize an Exchange Agreement based on the transactions contemplated in the Letter of Intent, dated July 11, 2017, within three hundred sixty-five (365) days after the date of Requesting Party's execution of this consent. Within thirty (30) days of receiving the draft Exchange Agreement from City, Requesting Party shall respond with its approval of the draft or Requesting Party's detailed written comments and/or proposed revisions. City shall respond to any comments and proposed revisions within thirty (30) days of receipt. That process shall be repeated until representatives of the parties agree on the final form of the Exchange Agreement. Subject to the completion of any necessary environmental review for the Exchange Agreement, Requesting Party and City shall then promptly seek all required approvals of the Exchange Agreement from their respective managers and governing bodies and upon obtaining such approvals shall promptly complete the execution and delivery of the Exchange Agreement.

15. This consent may be signed in counterparts. This consent will be considered signed when a counterpart of the consent, signed by an authorized signing officer of a party, is delivered in an Adobe .pdf file by email transmission. Such electronic signature shall be treated in all respects as having the same effect as an original signature.

[Remainder of page intentionally left blank]

This consent becomes effective only when it has been signed below by an authorized signing officer of Requesting Party and received by the City's Millbrae Office with the insurance certificate(s) required under **Paragraph 11** above. Please send a counter-signed copy with the insurance certificates back to our Millbrae Office at 1000 El Camino Real, Millbrae, CA 94030.

Sincerely,


Rosanna Russell

AGREED TO AND ACCEPTED this ___ day of _____, 2019.

Requesting Party:

City of Atherton

By: _____

Print Name: _____

Print Title: _____

Attachments: Exhibit A – Approved Plans and Specifications
Exhibit A-1 – Equipment and Vehicle Load Restrictions

cc: Stacie Feng, w/attachments
Albert Hao, w/attachments
CST 666-18 File

EXHIBIT A

Equipment and Vehicle Load Restrictions

[attach load restrictions]

Attachment A-1

Equipment and Vehicle Load Restrictions **On City and County of San Francisco (City) Pipeline Right-Of-Way**

To prevent damage to City's underground pipelines, Permittee's use of vehicles and equipment within twenty feet (20') of each side of the centerline of City's pipelines (measured on the surface) shall be subject to the following restrictions:

- (i) The depth of soil cover the tops of City's pipelines must be at least three feet (3') for steel cylinder pipe and four feet (4') for reinforced pre-stressed concrete cylinder pipe to accommodate the loading as defined below in item (ii). If any equipment or vehicle with axle loading exceeds the loads stated in item (ii) below or if the depth of the soil cover is less than stated above, Permittee shall submit to City's Public Utilities Commission, Water Supply and Treatment Division (SFPUC) for review and approval, in SFPUC's sole discretion, engineering calculations prepared by a licensed Professional Engineer showing that City's pipelines will not be adversely affected by Permittee's proposed activities. In the event that City's pipelines may be adversely affected, Permittee shall submit remedial measures for City's approval to ensure that no adverse effect will occur.
- (ii) The effects of vehicle and equipment loads to the pipe must not exceed the effects of the "AASHTO Standard H-10 Loading." H-10 loading is defined as loading caused by a two-axle truck with a gross weight of ten tons (20,000 lbs.), axles fourteen feet (14') apart, and rear axle carrying 8-tons (16,000 lbs.). Permittee shall be responsible to provide SFPUC adequate evidence that its equipment and vehicles meet the foregoing requirements.
- (iii) Permittee shall not use vibrating compaction equipment without SFPUC's prior written approval, which approval may be withheld in SFPUC's sole discretion.
- (iv) If the depth of the soil cover over the pipeline (determined by potholing or other proven procedure) is less than the minimum stated in (i) above, unless an alternate method is approved by SFPUC in writing, all excavation and grading over the pipeline shall be performed manually. For any machinery equipment excavation and grading over and within twenty feet (20') on each side of the centerline of the pipeline (measured on the surface), Permittee shall submit a written proposal together with all supporting calculations and data to SFPUC for review and approval. In any case, the two feet (2') of soil around the pipeline shall be removed manually or by other methods approved by SFPUC.

EXHIBIT A-1

Approved Plans and Specifications

[attach plans and specifications]

EXHIBIT A

RECEIVED
MAY 17 2018
SFPUC Water Supply and Treatment Division
Land Engineering

CST 666-18

PUBLIC UTILITIES COMMISSION
CITY OF SAN FRANCISCO
LAND ENGINEERING

APPROVED FOR THE PROJECT BY THE PUBLIC UTILITIES COMMISSION ON MAY 17, 2018. THIS APPROVAL IS ONLY FOR THE PURPOSES OF THE SFPUC WATER SUPPLY AND TREATMENT DIVISION. IT DOES NOT CONSTITUTE AN ENDORSEMENT OF THE PROJECT OR A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREON. FOR MORE INFORMATION, CONTACT THE SFPUC WATER SUPPLY AND TREATMENT DIVISION AT (415) 489-2224.

DATE: 5/17/18

Page 1 of 18

ATHERTON CIVIC CENTER

ATHERTON, CALIFORNIA

ABBREVIATIONS			
AB	AGGREGATE BASE	NTS	NOT TO SCALE
ABD	ABANDONED	OC	ON CENTER
AC	ASPHALT CONCRETE	(P)	PROPOSED
AD	AREA DRAIN	PA	PLANTED AREA
ADA	AMERICANS WITH DISABILITIES ACT	PE	PEDESTRIAN
BB	BOTTOM OF BERM	PG&E	PACIFIC GAS & ELECTRIC
BS	BOTTOM OF STEP	PIV	POST INDICATOR VALVE
BW	BOTTOM OF WALL / BACK OF WALK	PL	PROPERTY LINE
C&G	CURB & GUTTER	POC	POINT OF CONNECTION
CB	CATCH BASIN	PRW	PRESSURIZED RAINWATER
CF	CUBIC FEET	PSI	POUNDS PER SQUARE INCH
CL	CENTERLINE	PUE	PUBLIC UTILITY EASEMENT
CO	CLEAN OUT	PVMT	PAVEMENT
CONC	CONCRETE	R, RAD	RADIUS
DEMO	DEMOLISH	RC	RELATIVE COMPACTION
DI	DRAINAGE INLET	RCP	REINFORCED CONCRETE PIPE
DMA	DRAINAGE MANAGEMENT AREA	REQ'D	REQUIRED
DS	DOWN SPOUT	RET	RETAINING
DW	DOMESTIC WATER	RIM	TOP OF STRUCTURE GRATE/ COVER
E	EAST	RW	RAINWATER
(E)	EXISTING	RWL	RAINWATER LEADER
EB	ELECTRIC BOX	S	SLOPE
EC	END CURVE	SAP	SEE ARCHITECTURAL PLANS
EL, ELEV	ELEVATION	SD	STORM DRAIN
ELEC	ELECTRIC	SDE	SHERWOOD DESIGN ENGINEERS
EP	EDGE OF PAVEMENT	SDMH	STORM DRAIN MANHOLE
EV	EDGE OF VALLEY GUTTER	SEP	SEE ELECTRICAL PLANS
EVA	EMERGENCY VEHICLE ACCESS	SF	SQUARE FEET
FC	FACE OF CURB	SLP	SEE LANDSCAPE PLANS
FFE	FINISHED FLOOR ELEVATION	SMP	SEE MECHANICAL PLANS
FG	FINISH GRADE	SPP	SEE PLUMBING PLANS
FH	FIRE HYDRANT	SPRK	FW SPRINKLER LINE
FL	FLOWLINE	SO	SQUARE
FS	FINISH SURFACE	SS	SANITARY SEWER
FT	FEET	SSCO	SANITARY SEWER CLEAN OUT
FW	FIRE WATER	SSMH	SANITARY SEWER MANHOLE
G	GAS	SSP	SEE STRUCTURAL PLANS
GB	GRADE BREAK	STD	STANDARD
CM	GAS METER	SW	SIDEWALK
CV	GATE VALVE	TB	TOP OF BERM
CW	GRAY WATER	TBD	TO BE DETERMINED
HB	HOSEBIB	TBM	TEMPORARY BENCHMARK
HDPE	HIGH-DENSITY POLYETHYLENE	TC	TOP OF CURB
HP	HIGH POINT/ HINGE POINT	TD	TRENCH DRAIN
HT	HEIGHT	TEL	TELEPHONE
HV	HIGH VOLTAGE	TEMP	TEMPORARY
INV	INVERT OF PIPE OR CHANNEL	TG	TOP OF GRATE
IRR	IRRIGATION	TS	TOP OF STEP
JB	JUNCTION BOX	TW	TOP OF WALL
JP	JOINT POLE	TYP	TYPICAL
LA	LANDSCAPE ARCHITECT	UG	UNDERGROUND
LF	LINEAR FEET	U.O.N.	UNLESS OTHERWISE NOTED
LP	LIGHT POLE/ LOW POINT	VERT	VERTICAL
LT	LEFT	VF	VERIFY IN FIELD
MAX	MAXIMUM	W	WATER
MH	MANHOLE	WALK	WALKWAY/SIDEWALK
MIN	MINIMUM	WM	WATER METER
N	NORTH	WS	WATER SURFACE
NFC	NOT FOR CONSTRUCTION		
NIC	NOT IN CONTRACT		

BASIS OF BEARING

THE BEARINGS SHOWN HEREON ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, CCS83, ZONE 3, EPOCH 2011.00 IN ACCORDANCE WITH THE CALIFORNIA PUBLIC RESOURCES CODE SECTIONS 8801-8819. SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING NGS STATIONS:

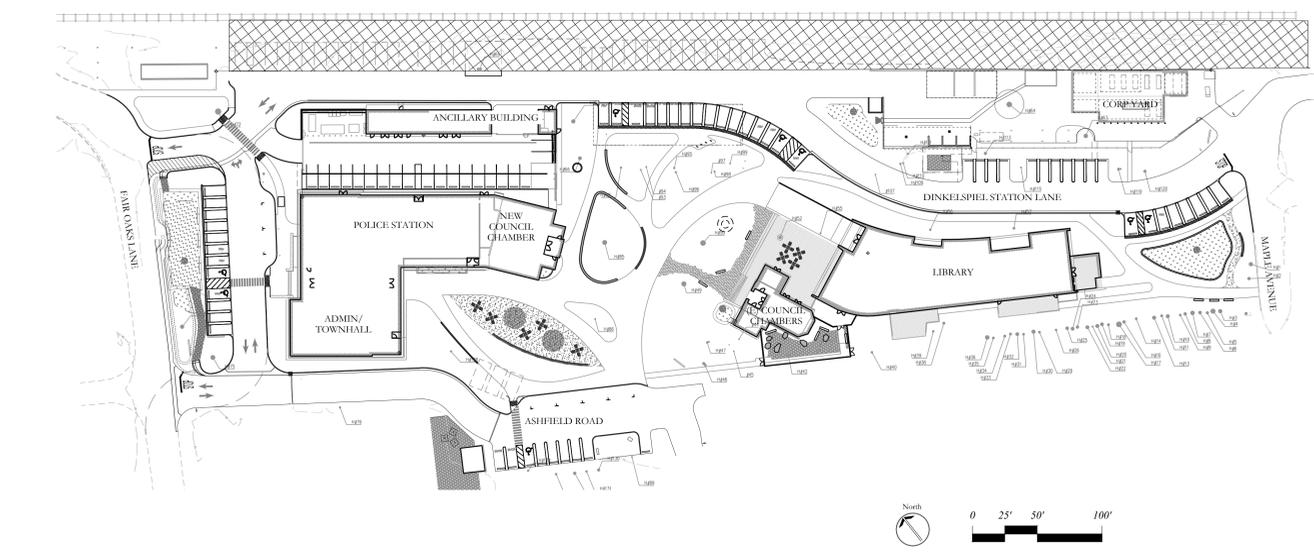
PID	NORTHING	EASTING
P178	2022294.246	6030397.824
P221	1949129.261	6096808.666
P222	2022694.765	6102643.240

- NOTES:**
- TOPOGRAPHIC SURVEY ON THIS PLAN WAS PREPARED BY MACLEOD AND ASSOCIATES ON FEBRUARY 2, 2009 AND AMENDED BY MARK THOMAS & COMPANY. THE CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF EXISTING TOPOGRAPHICAL INFORMATION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION.
 - THE BASIS OF BEARING ABOVE SHALL BE CONTROLLED AND/OR CONFIRMED BY THE PROJECT SURVEYOR, MARK THOMAS, INC.
 - SHERWOOD DESIGN ENGINEERS RECOMMENDS THAT MARK THOMAS PROVIDE ALL CONSTRUCTION STAKING IN ORDER TO MAINTAIN CONSISTENCY IN SITE HORIZONTAL AND VERTICAL CONTROL.
 - A PARCEL MAP IS BEING DEVELOPED IN PARALLEL TO THE CONSTRUCTION DOCUMENTS CONTAINED WITHIN, AND SHALL BE CONFIRMED PRIOR TO DEVELOPMENT OF SITE.

BENCHMARK STATEMENT

ELEVATIONS ARE BASED ON AN ASSUMED DATUM PROVIDED BY MACLEOD AND ASSOCIATES

BENCHMARK TOP OF HYDRANT #317= 100.00 FT
SEE C-020



- GENERAL NOTES**
- ALL GRADING AND DRAINAGE TO COMPLY WITH RECOMMENDATIONS IN SOILS REPORT ENTITLED "GEOLOGICAL INVESTIGATION TOWN OF ATHERTON CIVIC CENTER 91 ASHFIELD ROAD ATHERTON, CALIFORNIA, PREPARED BY MURRAY ENGINEERS, INC. GEOLOGICAL SERVICES DATED OCTOBER 16, 2015. THE CONTRACTOR SHALL OBTAIN A COPY OF THE SOILS REPORT, FAMILIARIZE HIMSELF OR HERSELF WITH ITS CONTENTS, AND PERFORM THE EARTHWORK/TRENCHING/BACKFILL IN ACCORDANCE WITH THE RECOMMENDATIONS CONTAINED THEREIN.
 - ALL GRADING SHALL CONFORM WITH THE LOCAL GRADING ORDINANCE.
 - THE CONTRACTOR OR ANY SUBCONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT ONE CALL PROGRAM 48 HOURS IN ADVANCE OF PERFORMING EXCAVATION WORK BY CALLING THE TOLL-FREE NUMBER 800-277-2600. EXCAVATION IS BEING 18 OR MORE INCHES IN DEPTH BELOW THE EXISTING GROUND.
 - ACTUAL GRADING SHALL BEGIN WITHIN 30 DAYS OF VEGETATION REMOVAL OR THE AREA SHALL BE PLANTED TO CONTROL EROSION, SURFACE PLANT GROWTH ONLY, WHICH DOES NOT EXCEED 4 INCHES IN DEPTH.
 - PERMANENT CUT AND FILL SLOPES SHALL BE NO STEEPER THAN TWO HORIZONTAL TO ONE VERTICAL (2H:1V) PER GEOTECHNICAL ENGINEER'S REPORT. TEMPORARY CUT SLOPES SHALL BE REVIEWED AND APPROVED BY GEOTECHNICAL ENGINEER.
 - PROVIDE 5 FT OF 2% MINIMUM SLOPE FOR PAVED AREAS, 3% MINIMUM SLOPE FOR SOFTSCAPE AREAS WITHIN THE FIRST 10 FT AWAY FROM BUILDINGS AND ROADWAYS ON ALL SIDES UNLESS NOTED OTHERWISE.
 - EXPOSED EXISTING SUBGRADE SOILS SHALL BE TESTED FOR RESISTANCE VALUES PRIOR TO FINAL SUBGRADE PREPARATION. CONTRACTOR TO ACQUIRE APPROVAL OF GEOTECHNICAL ENGINEER OF ALL SUBGRADE PROPERTIES PRIOR TO PLACEMENT OF PAVEMENT SECTIONS.
 - THE CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITION DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
 - THE CONTRACTOR SHALL PROVIDE THE SERVICES OF CERTIFIED SOILS AND CONCRETE TESTING LABORATORY.
 - ON-SITE STOCKPILES OF IMPORTED AND EXCAVATED MATERIAL TO BE LEFT IN PLACE FOR MORE THAN 24 HOURS SHALL BE COVERED AND WATERED TO PREVENT DUST AND RUNOFF.
 - THE CONTRACTOR SHALL DEVELOP A SAFETY PLAN IN ACCORDANCE WITH REGULATING AGENCIES. IN ADDITION, THE CONTRACTOR SHALL PROVIDE TRAINING TO ALL EMPLOYEES AND POST THE EMERGENCY CONTACTS, LOCATIONS OF THE HOSPITAL, AND OTHER EMERGENCY SERVICES.
 - POLICE, RANGER SERVICES, AND FIRE PROTECTION ARE PROVIDED BY THE TOWN OF ATHERTON. CONTRACTOR SHALL ESTABLISH CONTACTS WITH THESE SERVICES AND KEEP THEM APPRAISED OF WORK SCHEDULES, TRAFFIC CONTROL, AND WORK PROGRESS.
 - CONTRACTOR SHALL MAINTAIN ON-SITE AND IN ALL VEHICLES A COPY OF THE SPILL PREVENTION AND RESPONSE PLAN AND SHALL BE KNOWLEDGEABLE OF THE REPORTING REQUIREMENTS AND PROCEDURES.
 - THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL EXISTING AND HISTORIC SITE FEATURES/STRUCTURES NOT SPECIFICALLY SHOWN TO BE REMOVED. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ALL MITIGATION TO DAMAGED SITE FEATURES/STRUCTURES.
 - THE COST OF PROTECTION AND/OR REPAIR OF THE CONTRACTOR'S WORK AS AFFECTED BY STORMWATER DURING STORM EVENT SHALL BE THE CONTRACTOR'S RESPONSIBILITY UNTIL THE IMPROVEMENTS HAVE BEEN ACCEPTED BY THE REPORTING AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ADJACENT PROPERTIES OR IMPROVEMENTS AS A RESULT OF NOT PROTECTING SUCH AREAS FROM STORMWATER FLOWING OUT OF THE WORK AREA.

- GENERAL NOTES (CONTINUED)**
- THE COST OF CORRECTIVE WORK REQUIRED FOR COMPLETION AND/OR ACCEPTANCE OF THE WORK NECESSITATED BECAUSE OF UNSATISFACTORY WORKMANSHIP OR MATERIALS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
 - PRIOR TO THE CONCLUSION OF THE WORK, THE CONTRACTOR SHALL REPAIR OR REPLACE IN KIND ALL DAMAGED PROPERTY FOR WHICH HE IS RESPONSIBLE (INCLUDING CURB, GUTTER, SIDEWALK, CAL-TRAIN SIDEWALK AND/OR INFRASTRUCTURE, ETC.). THE WORK SITE AND ADJACENT AREAS SHALL BE CLEANED UP. THIS REPAIR AND REPLACEMENT, AND CLEAN UP OF WORK SHALL BE SUBJECT TO THE APPROVAL AND ACCEPTANCE OF THE TOWN OF ATHERTON.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR THE PHASING OF ALL CONSTRUCTION ACTIVITIES IN COORDINATION WITH THE TOWN OF ATHERTON AND THE DESIGN TEAM AS NECESSARY. CONTRACTOR SHALL ALSO COORDINATE ALL UTILITY SHUTDOWNS OR TEMPORARY SERVICE CONNECTIONS DIRECTLY WITH CORRESPONDING UTILITY COMPANY.
 - EROSION CONTROL PLANS SHALL BE DEVELOPED FOR EACH SUCCESSIVE PHASE BY THE CONTRACTOR IN CONJUNCTION WITH THE PROJECT SWPPP, AND MUST IMPLEMENT ALL BEST MANAGEMENT PRACTICES AS OUTLINED BY THE NPDES GENERAL PERMIT. PROPERTY OWNER WILL HIRE A QUALIFIED SWPPP DEVELOPER AND QUALIFIED SWPPP PRACTITIONER TO DEVELOP AND OVERSEE ALL ACTIVITIES REQUIRED BY THE NPDES PERMIT.
 - CONTRACTOR SHALL DETERMINE HAUL ROUTE TO BE APPROVED BY TOWN OF ATHERTON.
 - ALL WORK SHALL BE IN ACCORDANCE WITH THE CURRENT TOWN OF ATHERTON MUNICIPAL CODE AND CONSTRUCTION REGULATIONS, AS WELL AS WITH THE REGULATIONS OF ALL OTHER GOVERNMENT AGENCIES WITH JURISDICTION.
 - NO WORK SHALL BE STARTED WITHOUT FIRST NOTIFYING THE BUILDING DEPARTMENT AT (650) 752-0560, AT LEAST 48 HOUR PRIOR TO COMMENCING.
 - WORK, INCLUDING DELIVERIES AND MOVEMENT OF MACHINERY, IS ONLY ALLOWED BETWEEN 8AM AND 5PM, MONDAY THROUGH FRIDAY. NO WORK IS ALLOWED ON WEEKENDS OR LEGAL HOLIDAYS.
 - ALL WORK WITHIN THE PUBLIC RIGHT-OF-WAY WILL REQUIRE AN ENCROACHMENT PERMIT FROM THE TOWN OF ATHERTON.
 - THE CONTRACTOR SHALL KEEP ADJACENT ROADS AND STREETS OPEN FOR TRAVEL BY THE PUBLIC, ADJACENT PROPERTY OWNER, THEIR VISITORS AND GUESTS AT ALL REASONABLE TIMES. BLOCKAGE OF A STREET OR ROAD EXCEEDING FIVE MINUTES IS A VIOLATION OF THE TOWN OF ATHERTON MUNICIPAL CODE.
 - ANY CONSTRUCTION SITE THAT IS VISIBLE FROM THE PUBLIC RIGHT-OF-WAY MUST BE ADEQUATELY SCREENED TO THE SATISFACTION OF THE BUILDING OFFICIAL. SCREENING SHALL CONSIST OF MATERIALS APPROVED BY THE BUILDING OFFICIAL AND MUST BE IDENTIFIED ON THESE PLANS.
 - ANY DISTURBANCE OF THE WATER SERVICE LATERAL OR METER MUST BE APPROVED IN ADVANCE BY CALIFORNIA WATER SERVICE COMPANY, BEAR GULCH DISTRICT, AT 3351 EL CAMINO REAL, SUITE 190, ATHERTON, CA 94027-3844; PHONE (650) 367-6800 (REGULAR OR OFF-HOURS).
 - ANY DISTURBANCE OF THE SANITARY SEWER CLEANOUT OR THE SEWER LATERAL DOWNSTREAM OF THE CLEANOUT AT THE PROPERTY LINE MUST BE APPROVED IN ADVANCE BY THE WEST BAY SANITARY DISTRICT, 500 LAUREL STREET, MENLO PARK, CA 94025; PHONE (650) 321-0384 (REGULAR OR OFF-HOURS), OR THE FAIR OAKS SANITARY DISTRICT, 555 COUNTY CENTER, 5TH FLOOR, REDWOOD CITY, CA 94063; PHONE (650) 363-4100 (REGULAR OR OFF-HOURS).
 - NO CONNECTION IS ALLOWED BETWEEN THE STORM WATER COLLECTION AND TREATMENT SYSTEMS AND THE SANITARY SEWER SYSTEM.
 - ALL DRAINAGE-SYSTEM PIPES MUST BE INSPECTED BEFORE COVERING. INSPECTION CAN BE DONE IN STAGES AS BACKFILLING PROCEEDS, TO ALLOW SUPPORT TO BE PROVIDED BEFORE INSTALLING PIPES THAT ENTER THE SIDES OF STRUCTURES.

GEOTECHNICAL ENGINEER OF RECORD

MURRAY ENGINEERS INC.
935 FREMONT AVENUE
LOS ALTOS, CALIFORNIA 94024
PH: (650)559-9980

REPORT TITLE:
"GEOLOGICAL INVESTIGATION TOWN OF ATHERTON CIVIC CENTER 91 ASHFIELD ROAD ATHERTON, CALIFORNIA"

DATED:
OCTOBER 2015

- EARTHWORK ESTIMATIONS:**
- SHERWOOD DESIGN ENGINEERS IS NOT AN ENGINEERING CONTRACTOR AND SHALL NOT BE HELD RESPONSIBLE FOR ANY DIFFERENCES BETWEEN THE ESTIMATED AND ACTUAL EARTHWORK. THE CONTRACTOR SHALL DETERMINE THE APPROPRIATE METHODS AND COSTS OF THE REQUIRED EARTHWORK TO BE PERFORMED TO ACHIEVE THE PROPOSED IMPROVEMENTS PER PROJECT PLANS AND ASSOCIATED TECHNICAL REPORTS AND SPECIFICATIONS.
- DUE TO THE NATURE OF BOTH THE EXISTING SITE AND THE PROPOSED HARDSCAPE, LANDSCAPE, UTILITY TRENCHING AND BUILDING IMPROVEMENTS, THE EARTHWORK ESTIMATE PROVIDED INCLUDES A CALCULATION OF THE VOLUME OF MATERIAL BETWEEN THE EXISTING AND PROPOSED SURFACE ELEVATIONS. ADDITIONALLY, THE FOLLOWING FACTORS WERE NOT TAKEN INTO ACCOUNT DUE TO THEIR VARIABLE NATURE:
- SOILS DETERMINED TO BE UNUSABLE BY THE GEOTECHNICAL ENGINEER FOR BACKFILL
 - ROCKY OR ORGANIC MATERIALS NOT ABLE TO BE REUSED FOR TOPSOIL OR LANDSCAPING
 - FULL EXTENT OF TREE ROOT BULBS BEING REMOVED
 - EXTENT OF EXISTING BUILDING FOUNDATION DEPTHS
 - OVER EXCAVATION UNDER PROPOSED BUILDINGS BEYOND MINIMUM REQUIRED BY GEOTECHNICAL ENGINEER, SHOULD SOILS PROVE TO BE UNSUITABLE FOR RECOMPACTION
 - SHRINKAGE AND EXPANSION FACTORS FOR EACH RESPECTIVE SOIL TYPE BEING REMOVED
 - FULL EXTENT OF PAVEMENT SECTIONS THAT REQUIRE EITHER REMOVAL AND OFFHAUL, SALVAGE FOR REUSE, OR MAINTAINING IN PLACE
- ESTIMATIONS OF PROPOSED EARTHWORK ACTIVITIES, ACCOUNTING FOR ALL THE EXCLUSIONS AND QUALIFICATIONS MENTIONED ABOVE, ARE AS FOLLOWS:
- MATERIALS TO BE REMOVED AND HAULED OFF = 8,070 CY
FILL IMPORT FOR BUILDING PAD AND ROUGH GRADING = 6,050 CY

SHERWOOD DESIGN ENGINEERS, LTD. SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, OR PROCEDURES UTILIZED BY THE CONTRACTOR, NOR FOR THE SAFETY OF PUBLIC OR CONTRACTORS EMPLOYEES; OR FOR THE FAILURE OF THE CONTRACTOR TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

NO PART OF THIS DOCUMENT MAY BE REPRODUCED, STORED IN A RETRIEVAL SYSTEM, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC, MECHANICAL, PHOTOCOPIING, RECORDING OR OTHERWISE WITHOUT THE PRIOR WRITTEN PERMISSION OF SHERWOOD DESIGN ENGINEERS, LTD. EXCEPT THAT ANY REGULATORY AUTHORITY MAY REPRODUCE AND TRANSMIT COPIES AS REQUIRED IN CONJUNCTION WITH PERFORMANCE OF OFFICIAL BUSINESS UNDER ITS JURISDICTION. ANY MODIFICATIONS TO THIS DOCUMENT WITHOUT THE WRITTEN PERMISSION OF SHERWOOD DESIGN ENGINEERS, LTD. SHALL RENDER IT INVALID AND UNUSABLE.

PARCEL INFORMATION:

PROJECT PROPERTY CONSISTS OF SIX (6) EXISTING PARCELS, WHICH WILL BE MERGED INTO A SINGLE PARCEL BY MEANS OF A PARCEL MAP TO BE COMPLETED BY MARK THOMAS SURVEYING. THE EXISTING PARCELS HAVE THE FOLLOWING ASSESSOR'S PARCEL NUMBERS AND CORRESPONDING PARCEL AREAS:

APN 060-321-010 AREA (MEAS.):	37,169.80 SQ. FT.
APN 060-321-130 AREA (MEAS.):	34,203.36 SQ. FT.
APN 060-321-160 AREA (MEAS.):	36,866.11 SQ. FT.
APN 060-321-170 AREA (MEAS.):	43,714.95 SQ. FT.
APN 060-323-010 AREA (MEAS.):	16,696.14 SQ. FT.
APN 060-323-180 AREA (MEAS.):	23,341.49 SQ. FT.
PUBLIC RIGHT OF WAY (MEAS.):	10,252.43 SQ. FT.

PROPOSED PARCEL AREA (MEAS.): 202,242.38 SQ. FT.

- SFPUC GENERAL NOTES**
- THE CITY AND COUNTY OF SAN FRANCISCO, ACTING BY AND THROUGH ITS PUBLIC UTILITIES COMMISSION, WATER SUPPLY AND TREATMENT DIVISION ("SFPUC") OWNS AND OPERATES ONE WATER AQUEDUCT WHICH CROSSES THE PROJECT ALIGNMENT. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICES ALERT (USA) 48 HOURS BEFORE ANY CONSTRUCTION IN THE VICINITY OF THE SFPUC AQUEDUCTS. IN ADDITION, THE CONTRACTOR SHALL NOTIFY THE SFPUC CONSTRUCTION INSPECTOR, MR. ALBERT HAO, AT (650) 871-3015, AT LEAST TEN (10) CALENDAR DAYS PRIOR TO THE START OF ON-SITE CONSTRUCTION IN THE VICINITY OF THE SFW ROW. IN THE EVENT OF EMERGENCY INVOLVING SFPUC FACILITIES, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY SFPUC BY CALLING SFPUC MILLBRAE DISPATCH AT 650-872-5900.
 - NO MECHANICAL EXCAVATION IS ALLOWED WITHIN 24 INCHES OF SFPUC PIPELINES. DIGGING WITH 24 INCHES OF PIPELINE MUST BE DONE WITH HAND TOOL. NO VIBRATORY COMPACTION EQUIPMENT SHALL BE USED WITHOUT PRIOR WRITTEN APPROVAL OF THE SFPUC.
 - CONTRACTOR SHALL OBTAIN CONSENT FROM THE SFPUC TO POHOLE SFPUC PIPELINE TO DETERMINE THE PIPE DEPTH PRIOR TO ANY EXCAVATION. THE POHOLING SHALL BE CARRIED OUT BY SOIL VACUUM EXTRACTION METHOD.
 - MAXIMUM EXTERNAL LOADING OVER SFPUC PIPELINE IS AASHTO H-10 LOADING WITH A MINIMUM OF 3 FEET SOIL COVER (OR H-20 LOADING WITH A MINIMUM OF 4 FEET SOIL COVER). IF LOADING CONDITION EXCEEDS ABOVE, ENGINEERING CALCULATIONS AS SHOWN IN AWWA, M9 MUST BE SUBMITTED TO THE SFPUC TO SHOW THAT PROPOSED CONDITION WOULD IMPOSE A LOAD OF LESS THAN 500 PSF ONTO THE PIPELINE.

CIVIL SHEET INDEX

Sheet Number	Sheet Title
C-000	COVER SHEET
C-010	EASEMENT PLAN
C-020	UTILITY DEMOLITION PLAN
C-030	STORMWATER MANAGEMENT PLAN
C-100	SITE LAYOUT PLAN
C-101	SITE LAYOUT PLAN
C-200	GRADING PLAN
C-201	GRADING PLAN
C-300	UTILITY PLAN OVERALL
C-301	UTILITY PLAN
C-302	UTILITY PLAN
C-303	UTILITY PLAN
C-304	UTILITY PLAN
C-305	UTILITY PLAN
C-310	SFPUC WATER PROFILE
C-311	CALWATER MAIN PROFILE
C-312	STORM DRAIN PROFILE
C-313	SANITARY SEWER PROFILE
C-400	DETAILS
C-401	DETAILS
C-402	DETAILS
C-403	DETAILS
C-404	DETAILS

WRNS STUDIO

501 SECOND STREET
4TH FLOOR, STE. 402
SAN FRANCISCO
CALIFORNIA 94107
415.489.2224 TEL
415.358.9100 FAX

SHERWOOD DESIGN ENGINEERS

58 Maiden Lane, Third Floor
San Francisco, CA 94108
www.sherwoodengineers.com

ISSUES

ISSUES	DATE
BID SET	03/22/2018

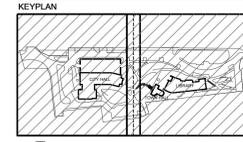
REVISION LIST

REVISION LIST	DATE
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ATHERTON CIVIC CENTER

91 Ashfield Rd, Atherton, CA 94027



PROJECT NO.: 15007.00
DATE: 03/12/2018
SCALE: N/A

SHEET TITLE:
COVER SHEET

CONSTRUCTION DOCUMENTS

SHEET NO.: **C-000**

P:\2018\14-001_Atherton\CD\Drawings\CD\000 COVER SHEET.dwg (User: hmc) 03/12/2018 11:30:01 AM (Plot Date: 03/12/2018 11:30:01 AM) Plot Scale: 1:1

EXHIBIT A

RECEIVED
MAY 17 2018
SFPUC, Water Supply and Treatment Division
Land Engineering

CST 666-18

PUBLIC UTILITIES COMMISSION
CITY AND COUNTY OF SAN FRANCISCO (CCSF)
LAND ENGINEERING

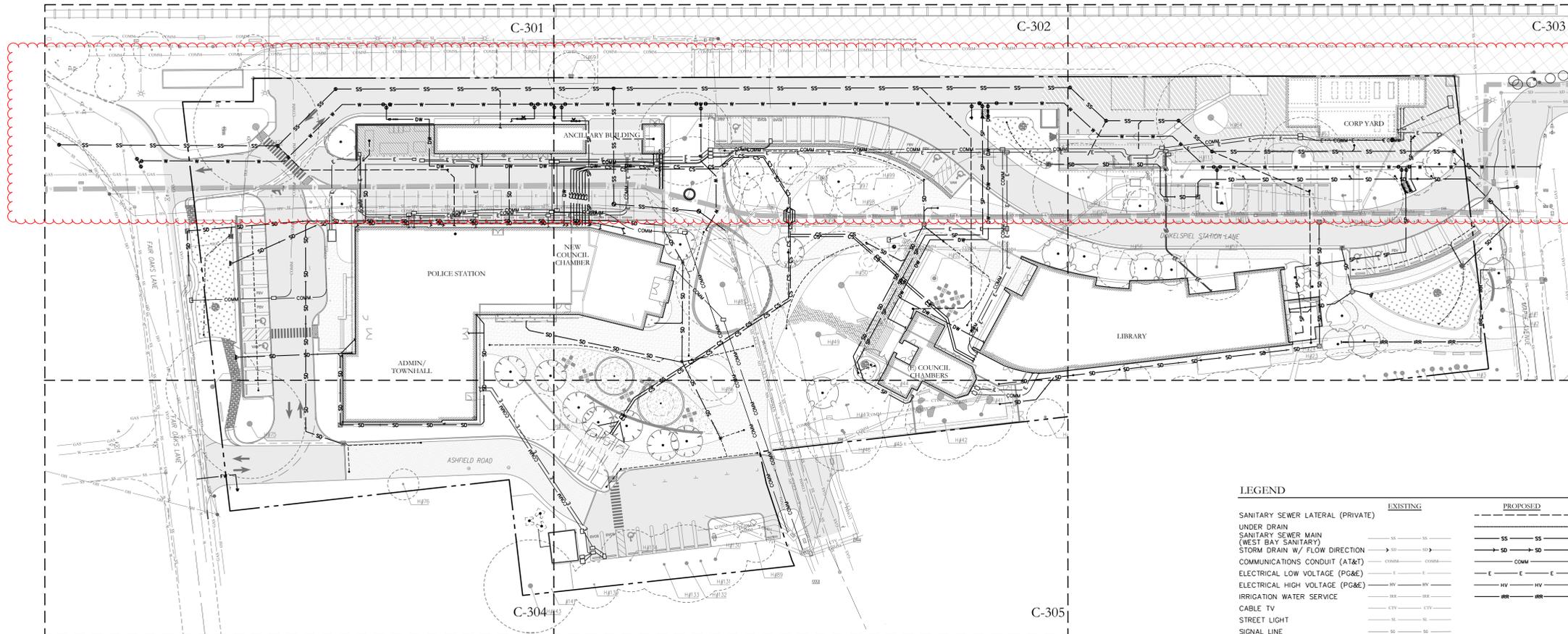
REVISIONS NOT AS SHOWN
 ACCEPTED UNACCEPTABLE
 APPROVAL: THIS DRAWING IS ONLY VALID FOR THE PROJECT AND SITE SHOWN. ANY CHANGES TO THE PROJECT OR SITE, INCLUDING BUT NOT LIMITED TO, CHANGES TO THE PROJECT SCOPE, CONTRACTOR, OR DATE OF ISSUE, SHALL BE APPROVED BY THE PUBLIC UTILITIES COMMISSION. DATE: 05/17/18
 SHEET: SF PAGE 5 OF 18

Page 5 of 18

WRNS STUDIO

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SHERWOOD
DESIGN ENGINEERS
53 Maiden Lane, Third Floor
San Francisco, CA 94108
www.sherwoodengineers.com



ISSUES
BID SET DATE
03/22/2018

REVISION LIST DATE

LEGEND

	EXISTING	PROPOSED
SANITARY SEWER LATERAL (PRIVATE)	SS	SS
UNDER DRAIN	UD	UD
SANITARY SEWER MAIN (WEST BAY SANITARY)	SS	SS
STORM DRAIN W/ FLOW DIRECTION	SD	SD
COMMUNICATIONS CONDUIT (AT&T)	COMM	COMM
ELECTRICAL LOW VOLTAGE (PG&E)	E	E
ELECTRICAL HIGH VOLTAGE (PG&E)	HV	HV
IRRIGATION WATER SERVICE	IRR	IRR
CABLE TV	CTV	CTV
STREET LIGHT	SL	SL
SIGNAL LINE	SL	SL
GAS (PG&E)	GAS	GAS
OVERHEAD ELECTRICAL (PG&E)	OHE	OHE
FIRE WATER HYDRANT SERVICE	FW	FW
FIRE SPRINKLER SERVICE	SP	SP
PUBLIC WATER MAIN (FINAL DESIGN BY CALWATER)	W	W
DOMESTIC WATER SERVICE	DW	DW
SFPUC WATER MAIN	CS	CS
COOLING SYSTEM PIPING	CS	CS
UTILITIES WITH LOW COVER TO BE ENCASED WITH CONTROLLED DENSITY FILL	CS	CS
SANITARY SEWER MANHOLE	⊙	⊙
WATER LINE VALVE	⊙	⊙
BACKFLOW PREVENTION (BFP)	⊙	⊙
FIRE DEPARTMENT CONNECTION (FDC)	⊙	⊙
FIRE HYDRANT	⊙	⊙
CHECK VALVE PER CITY STANDARDS	⊙	⊙
ELECTRICAL VAULT, SEP	⊙	⊙
COMMUNICATIONS VAULT, SEP	⊙	⊙
AIR RELEASE VALVE	⊙	⊙
BLOW-OFF VALVE	⊙	⊙
UTILITY CROSSING (SEE TABLE BELOW)	⊙	⊙
CLEANOUT	⊙	⊙
AREA DRAIN	⊙	⊙
DRAINAGE OUTFALL COBBLE/RIPRAP	⊙	⊙

North

0 15' 30' 60'

KEY PLAN

PROJECT NO.: 15007.00
DATE: 03/12/2018
SCALE: 1" = 20'

SHEET TITLE:
UTILITY PLAN

REF: N

CONSTRUCTION DOCUMENTS
SHEET NO.: **C-300**

ATHERTON CIVIC CENTER
91 Ashfield Rd, Atherton, CA 94027

UTILITY NOTES

1. TELECOMMUNICATIONS AND ELECTRICAL CONNECTIONS NOT SHOWN SHALL BE COORDINATED WITH AT&T, PG&E AND ELECTRICAL ENGINEER

2. FIRE DEPARTMENT REVIEW SHALL DETERMINE THE EXTENT OF FIRE HYDRANTS AND ACCESS REQUIRED AND WILL BE FURTHER COORDINATED PRIOR TO FIRE LINE SHOP DRAWINGS.

3. AVAILABLE INFORMATION CONCERNING THE EXTENT AND LOCATION OF EXISTING UTILITIES IS SHOWN ON THE PLAN, BUT CONTRACTOR IS CAUTIONED IT DOES NOT NECESSARILY REPRESENT ACTUAL UTILITY LOCATIONS, SIZES, OR MATERIALS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION OF ALL EXISTING UTILITIES, INCLUDING BUT NOT LIMITED TO, WATER, SEWER, ELECTRIC, COMMUNICATIONS, GAS, AND STORM DRAIN, PRIOR TO COMMENCING EXCAVATION OR BELOW GRADE DEMOLITION.

3.1. CONTACT UNDERGROUND UTILITY LOCATOR TO HAVE UTILITIES LOCATED AND MARKED NOT LESS THAN 2 WORKING DAYS, AND NOT MORE THAN 14 WORKING DAYS PRIOR TO EXCAVATION.

3.2. AS NOTED ON THE PLANS, POTHOLING MAY BE REQUIRED IN SOME AREAS TO CONFIRM THAT MINIMUM REQUIRED VERTICAL CLEARANCES CAN BE ACHIEVED.

4. PIPE MATERIALS AND METHODS OF INSTALLATION, INCLUDING TRENCH EXCAVATION AND BACKFILL, SHALL BE IN ACCORDANCE WITH THE APPLICABLE DETAILS PER PLAN AND WITH ALL APPLICABLE MANUFACTURER'S RECOMMENDATIONS.

5. PIPES SHALL BE LAID TRUE TO PROPOSED LINE AND GRADE, WITH NO HORIZONTAL DEVIATIONS OR BELLIES. ALL PIPE JOINTS SHALL BE TIGHT AND FULLY SEALED, SO AS TO ACHIEVE WATER-TIGHT OR SOIL-TIGHT JOINTS, AS APPROPRIATE FOR THE SPECIFIC PIPE TYPE.

6. PROPOSED UTILITY STRUCTURES SHALL CONFORM TO THE DETAILS SHOWN ON THE PLANS, AND SHALL BE INSTALLED VERTICALLY PLUMB ON A FULLY COMPACTED BASE. STRUCTURES SHALL BE BACKFILLED IN ACCORDANCE WITH THE APPLICABLE DETAIL PER PLAN, AND THE TOP OF EACH STRUCTURE SHALL BE SET SO ALL EXPOSED PORTIONS (FRAME, GRATE, COVER, ETC.) CONFORM TO ADJACENT GRADE UNLESS OTHERWISE NOTED.

7. ALL WORK PERFORMED TO RESET EXISTING UTILITY BOXES OR STRUCTURES TO PROPOSED GRADE SHALL BE IN ACCORDANCE WITH THE RESPECTIVE OWNER'S (UTILITY COMPANY OR AGENCY) STANDARDS AND REQUIREMENTS. CONTRACTOR IS RESPONSIBLE FOR OBTAINING EACH UTILITY OWNER'S APPROVAL UPON COMPLETION. AS APPLICABLE IN THE EVENT AN EXISTING STRUCTURE IS BROKEN OR OTHERWISE DAMAGED BEYOND THE POINT OF REUSE, IT SHALL BE REPLACED OR RETROFITTED AS DIRECTED BY THE RESPECTIVE UTILITY OWNER.

7.1. IF A UTILITY OWNER REQUIRES THAT ALL WORK RELATING TO A SPECIFIC BOX RETROFIT OR REPLACEMENT BE EXECUTED BY ITS OWN FORCES OR BY A SEPARATE, UTILITY-CERTIFIED CONTRACTOR, THE CONTRACTOR SHALL PROVIDE INFORMATION TO AND COORDINATE WITH THAT OWNER, TO THE EXTENT NECESSARY TO FULLY FACILITATE THE RECONSTRUCTION WORK.

8. SEE SHEET C-010 FOR GRAPHICAL DEPICTION OF FINAL PROPOSED CONDITION OF PROPERTY LINES, RIGHT-OF-WAY AND EASEMENTS. REFER TO PARCEL MAP FOR FINAL LAYOUT AND LEGAL DESCRIPTIONS OF SAID EASEMENTS.

9. ONGOING NEGOTIATIONS BETWEEN THE TOWN OF ATHERTON AND VARIOUS UTILITY PROVIDERS (INCLUDING BUT NOT LIMITED TO CAL WATER, SFPUC, WEST BAY SANITARY, PG&E, AT&T, PAXIO FIBER) MAY YIELD VARIANCES IN PROPOSED DESIGN. CONTRACTOR SHALL CONFIRM WITH TOWN OF ATHERTON THE STATUS OF EACH UTILITY PRIOR TO CONSTRUCTION.

10. TELECOMMUNICATIONS AND ELECTRICAL CONDUIT SIZING, WRING, VAULTS, APPURTENANCES AND FINAL ROUTING SHALL BE DESIGNED AND COORDINATED BY OTHERS (ELECTRICAL ENGINEER AND CORRESPONDING UTILITY PROVIDER). CIVIL ENGINEERING PLANS ARE INTENDED TO SHOW ROUTING ONLY IN ORDER TO AVOID CONFLICTS WITH EXISTING AND PROPOSED UTILITIES OR SITE FEATURES.

11. ALL UTILITY TRENCHING WITHIN ESTABLISHED VICINITY AND PROTECTION ZONE OF EXISTING TREES TO REMAIN SHALL BE SUBJECT TO ARBORIST APPROVAL PRIOR TO CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR SCHEDULING ARBORIST INSPECTION AS NEEDED.

12. UTILITY INSTALLATIONS WITHIN ESTABLISHED TREE PROTECTION ZONES SHALL BE REQUIRED TO BE HAND-EXCAVATED.

13. UTILITY STRUCTURE RIM ELEVATIONS WITHIN LANDSCAPE AREAS ARE SUBJECT TO LANDSCAPE ARCHITECT FINAL APPROVAL.

SFPUC GENERAL NOTES

1. THE CITY AND COUNTY OF SAN FRANCISCO ACTING BY AND THROUGH ITS PUBLIC UTILITIES COMMISSION, WATER SUPPLY AND TREATMENT DIVISION ("SFPUC") OWNS AND OPERATES ONE WATER AQUEDUCT THAT CROSSES THE PROJECT ALIGNMENT. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICES ALERT (USA) 48 HOURS BEFORE ANY CONSTRUCTION IN THE VICINITY OF THE SFPUC AQUEDUCTS. IN ADDITION, THE CONTRACTOR SHALL NOTIFY THE SFPUC CONSTRUCTION INSPECTOR, MR. ALBERT HAO, AT (650) 871-3015, AT LEAST TEN (10) CALENDAR DAYS PRIOR TO THE START OF ON-SITE CONSTRUCTION IN THE VICINITY OF THE SFPUC ROW. IN THE EVENT OF EMERGENCY INVOLVING SFPUC FACILITIES, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY SFPUC BY CALLING SFPUC MILLBRAE DISPATCH AT 650-872-5900.

2. NO MECHANICAL EXCAVATION IS ALLOWED WITHIN 24 INCHES OF SFPUC PIPELINES. DIGGING WITH 24 INCHES OF PIPELINE MUST BE DONE WITH HAND TOOL. NO VIBRATORY COMPACTION EQUIPMENT SHALL BE USED WITHOUT PRIOR WRITTEN APPROVAL OF THE SFPUC.

3. CONTRACTOR SHALL OBTAIN CONSENT FROM THE SFPUC TO POTHOLE SFPUC PIPELINE TO DETERMINE THE PIPE DEPTH PRIOR TO ANY EXCAVATION. THE POTHOLING SHALL BE CARRIED OUT BY SOIL VACUUM EXTRACTION METHOD.

4. MAXIMUM EXTERNAL LOADING OVER SFPUC PIPELINE IS AASHTO H-10 LOADING WITH A MINIMUM OF 3 FEET SOIL COVER (OR H-20 LOADING WITH A MINIMUM OF 4 FEET SOIL COVER). IF LOADING CONDITION EXCEEDS ABOVE, ENGINEERING CALCULATIONS AS SHOWN IN AWWA M9 MUST BE SUBMITTED TO THE SFPUC TO SHOW THAT PROPOSED CONDITION WOULD IMPOSE A LOAD OF LESS THAN 500 PSF ONTO THE PIPELINE.

5. ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE ORIGINAL AND UNPUBLISHED WORK OF THE ARCHITECT/ENGINEER AND MAY NOT BE DUPLICATED, USED OR DISCLOSED WITHOUT CONSENT OF ARCHITECT/ENGINEER.

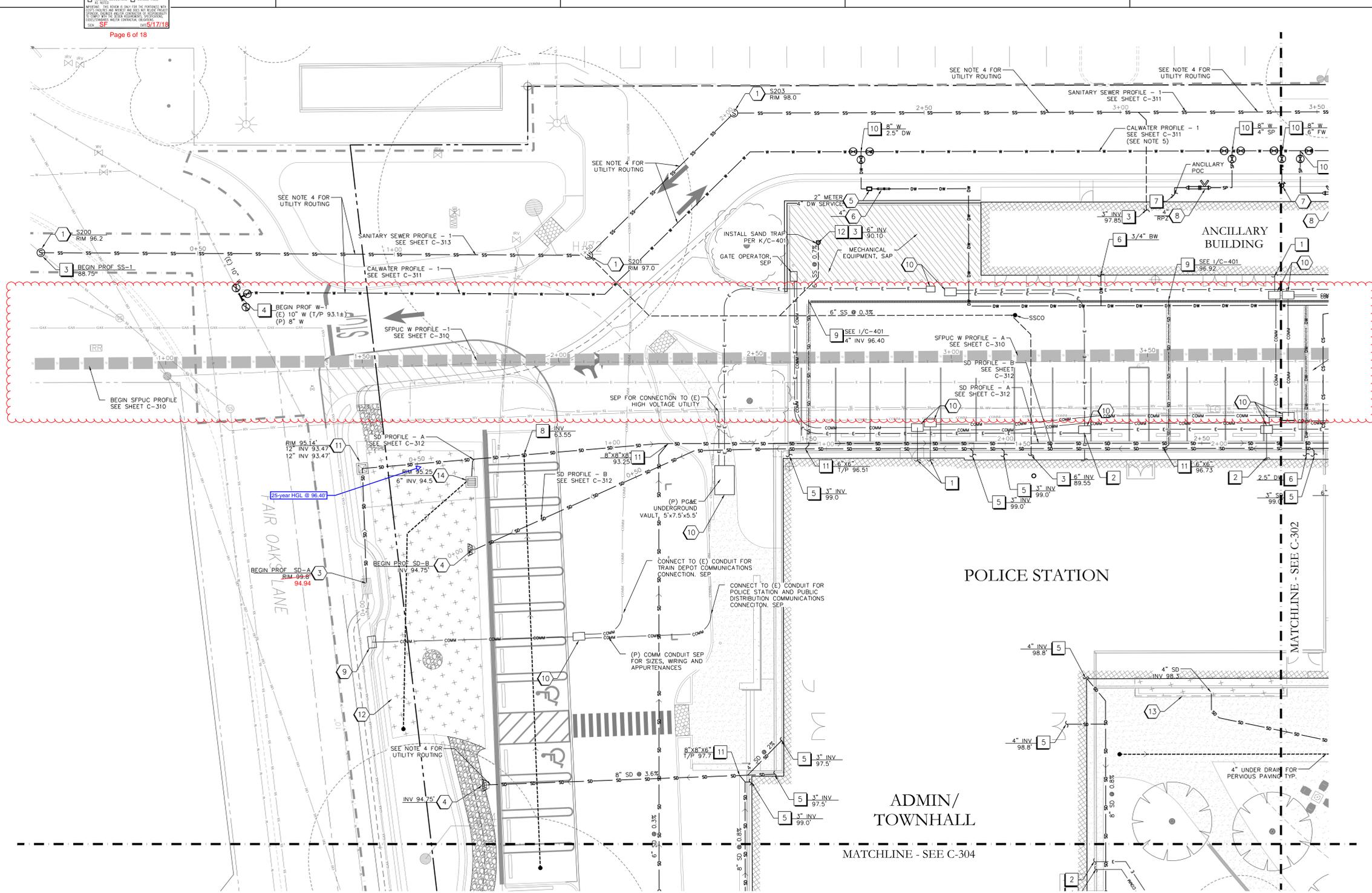
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EXHIBIT A

CST 066-18

PUBLIC UTILITIES COMMISSION
CITY AND COUNTY OF SAN FRANCISCO
LAND ENGINEERING

Page 6 of 18



EXISTING	PROPOSED
SANITARY SEWER LATERAL (PRIVATE)	SS - SS
UNDER DRAIN	UD - UD
SANITARY SEWER MAIN (WEST BAY SANITARY)	SS - SS
STORM DRAIN W/ FLOW DIRECTION	SD - SD
COMMUNICATIONS CONDUIT (AT&T)	COMM - COMM
ELECTRICAL LOW VOLTAGE (PG&E)	E - E
ELECTRICAL HIGH VOLTAGE (PG&E)	HV - HV
IRRIGATION WATER SERVICE	IR - IR
CABLE TV	CTV - CTV
STREET LIGHT	SL - SL
SIGNAL LINE	SL - SL
GAS (PG&E)	GAS - GAS
OVERHEAD ELECTRICAL (PG&E)	OHE - OHE
FIRE WATER HYDRANT SERVICE	FW - FW
FIRE SPRINKLER SERVICE	SP - SP
PUBLIC WATER MAIN (FINAL DESIGN BY CALWATER)	W - W
DOMESTIC WATER SERVICE	DW - DW
SFPUC WATER MAIN	CS - CS
COOLING SYSTEM PIPING	CS - CS
UTILITIES WITH LOW COVER TO BE ENCASED WITH CONTROLLED DENSITY FILL	CS - CS

PROPOSED
SANITARY SEWER MANHOLE
WATER LINE VALVE
BACKFLOW PREVENTION (BFP)
FIRE DEPARTMENT CONNECTION (FDC)
FIRE HYDRANT
CHECK VALVE PER CITY STANDARDS
ELECTRICAL VAULT, SEP
COMMUNICATIONS VAULT, SEP
AIR RELEASE VALVE
BLOW-OFF VALVE
UTILITY CROSSING (SEE TABLE BELOW)
CLEANOUT
AREA DRAIN
DRAINAGE OUTFALL COBBLE/RIPRAP

UTILITY CONNECTION KEYNOTES
1 COMMUNICATION POC, SEP
2 ELECTRIC POC, SEP
3 SANITARY SEWER POC, SPP
4 CONNECT TO (E) CALWATER MAIN WITH TEE (SEE PLAN FOR SIZE OF EACH BRANCH)
5 CONNECT ROOF DRAINS TO DOWNSPOUT SD, SPP FOR CLEANOUTS
6 DOMESTIC WATER, SPP
7 6" FIRE SPRINKLER POC
8 SUBDRAIN CONNECTION TO STORM DRAIN
9 TRENCH DRAIN TO STORM DRAIN CONNECTION PER 1/C-401
10 WATER SERVICE CONNECTION (SEE PLAN FOR TYPE AND SIZE)
11 WYE CONNECTION TO STORM DRAIN PIPE (SEE PLAN FOR SIZES)
12 AREA DRAIN TO SS MAIN
13 PROPOSED CORPORATION YARD UTILITIES TO BE TERMINATED FOR FUTURE CONNECTION

UTILITY STRUCTURE KEYNOTES
1 SS MANHOLE
2 CATCH BASIN
3 CONNECT TO EX CB
4 OUTFALL PER G/C-402
5 WATER METER PER CALWATER STANDARDS
6 BACKFLOW PREVENTER PER CALWATER STANDARDS
7 FIRE HYDRANT
8 FIRE DEPARTMENT CONNECTION AND BACKFLOW PREVENTER ASSEMBLY PER CALWATER AND MENDOTA STANDARDS
9 COMMUNICATION OR ELECTRICAL BOX WITHIN LANDSCAPING, SEP FOR CONFIGURATION AND SIZE
10 COMMUNICATION OR ELECTRICAL BOX TO BE RATED FOR VEHICULAR LOADING, SEP FOR CONFIGURATION AND SIZE
11 STORM DRAIN JUNCTION BOX
12 BIORETENTION BASIN PER C/C-401
13 FLOW THROUGH PLANTER PER G/C-400
14 BIORETENTION BASIN OVERFLOW WITH FILTER PER DETAIL C/C-401
15 EX SDMH: ADJUST RIM TO GRADE
16 UTILITY CLEAN OUT
17 CATCH BASIN WITH FLOW CONTROL DEVICE PER STORMWATER MANAGEMENT PLAN

UTILITY PLAN NOTES
1. SEE ELECTRICAL/COMMUNICATION PLAN FOR NUMBER AND SIZE OF ALL CONDUITS TO BE INSTALLED ALONG ALIGNMENTS SHOWN ON THIS PLAN, AND FOR SIZE AND TYPE OF ALL PROPOSED VAULTS, JUNCTION BOXES, AND ACCESSORY STRUCTURES. SIZES AS SHOWN ON THIS PLAN ARE SCHEMATIC.
2. ALL ELECTRIC AND COMMUNICATION STRUCTURES, INCLUDING EXISTING STRUCTURES, LOCATED WITHIN ROADWAY AREAS SHALL BE RATED FOR H2O VEHICULAR LOADING.
3. ADJUST THE FRAME AND COVER OR ENTIRE TOP OF STRUCTURE (WHEN REQUIRED TO ADJUST COVER) OF EXISTING VAULTS, PULL BOXES, JUNCTION STRUCTURES, METER BOXES, VALVES, AND ACCESSORY STRUCTURES TO MATCH ADJACENT FINISHED GRADE, IN ACCORDANCE WITH THE RESPECTIVE UTILITY OWNER'S INSTRUCTIONS.
4. UTILITY ROUTING THROUGH DRIP LINES OF EXISTING TREES TO REMAIN SHALL BE INSTALLED AS TO LIMIT DISTURBANCE TO THE ROOT SYSTEM. THIS MAY REQUIRE AIR SPAULDING AND/OR HAND DIGGING. THE LANDSCAPE ARCHITECT AND/OR TOWN ARBORIST SHALL BE CONSULTED PRIOR TO DISTURBANCE WITHIN ALL EXISTING HERITAGE TREES.
5. CALWATER MAIN SHOWN IS ONLY FOR HORIZONTAL AND VERTICAL CONTROL. FINAL DESIGN BY CALWATER.



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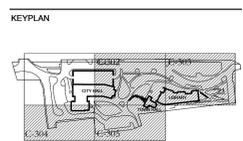
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PROJECT NO.: 15007.00
DATE: 03/12/2018
SCALE: 1" = 10'

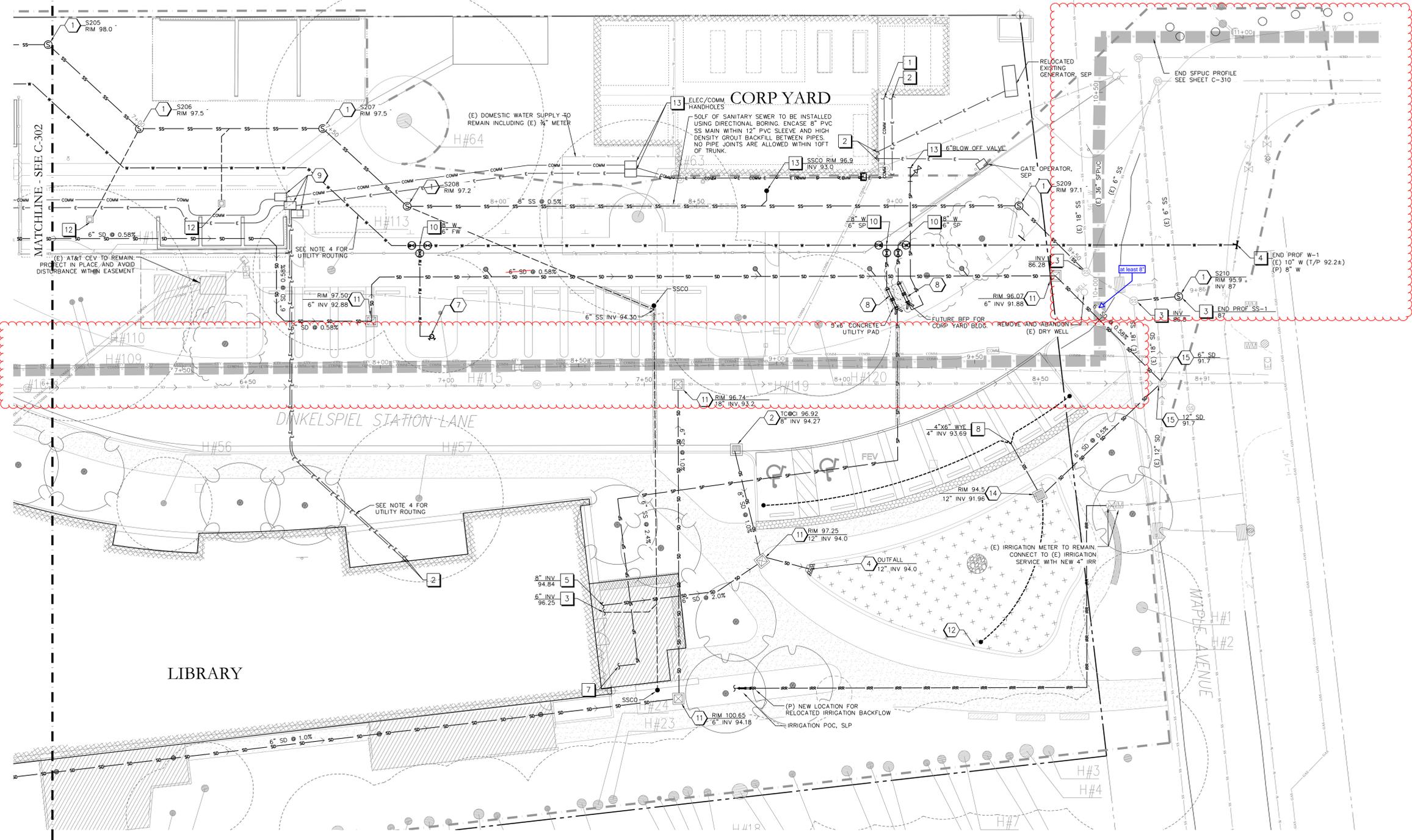
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UTILITY PLAN

CONSTRUCTION DOCUMENTS

SHEET NO.: **C-301**

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LEGEND

EXISTING	PROPOSED	
SANITARY SEWER LATERAL (PRIVATE)	SS	SS
UNDER DRAIN	UD	UD
SANITARY SEWER MAIN (WEST BAY SANITARY)	SS	SS
STORM DRAIN W/ FLOW DIRECTION	SD	SD
COMMUNICATIONS CONDUIT (AT&T)	COM	COM
ELECTRICAL LOW VOLTAGE (PG&E)	E	E
ELECTRICAL HIGH VOLTAGE (PG&E)	HV	HV
IRRIGATION WATER SERVICE	IRR	IRR
CABLE TV	CTV	CTV
STREET LIGHT	SL	SL
SIGNAL LINE	SL	SL
GAS (PG&E)	GAS	GAS
OVERHEAD ELECTRICAL (PG&E)	OHE	OHE
FIRE WATER HYDRANT SERVICE	FW	FW
FIRE SPRINKLER SERVICE	SP	SP
PUBLIC WATER MAIN (FINAL DESIGN BY CALWATER)	W	W
DOMESTIC WATER SERVICE	DW	DW
SFPUC WATER MAIN	W	W
COOLING SYSTEM PIPING	CS	CS
UTILITIES WITH LOW COVER TO BE ENCASED WITH CONTROLLED DENSITY FILL	CS	CS

LEGEND (CONTINUED)

PROPOSED
SANITARY SEWER MANHOLE
WATER LINE VALVE
BACKFLOW PREVENTION (BFP)
FIRE DEPARTMENT CONNECTION (FDC)
FIRE HYDRANT
CHECK VALVE PER CITY STANDARDS
AIR RELEASE VALVE
BLOW-OFF VALVE
UTILITY CROSSING (SEE TABLE BELOW)
CLEANOUT
AREA DRAIN
DRAINAGE OUTFALL COBBLE/RIPRAP

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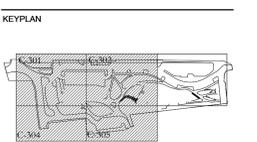
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PROJECT NO.: 15087.00
DATE: 08/12/2018
SCALE: 1" = 10'
SHEET TITLE:
UTILITY PLAN

CONSTRUCTION DOCUMENTS
SHEET NO.:
C-303

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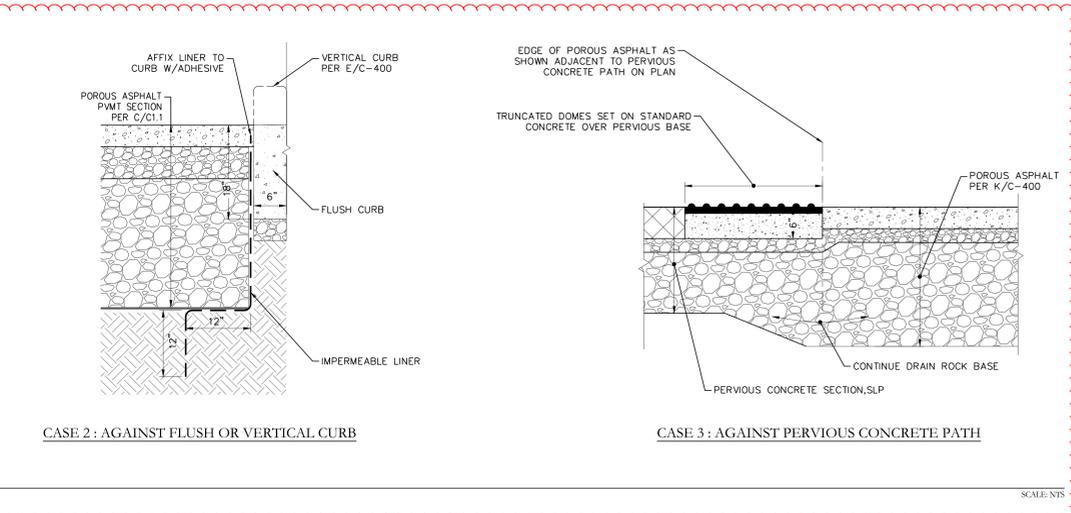
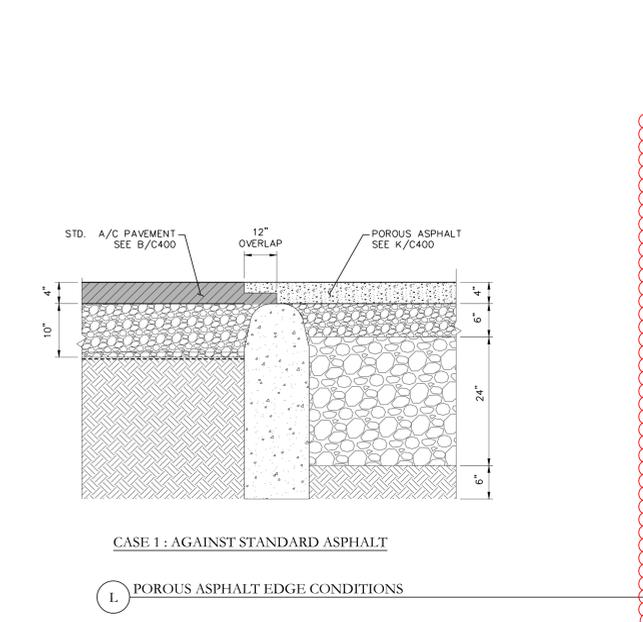
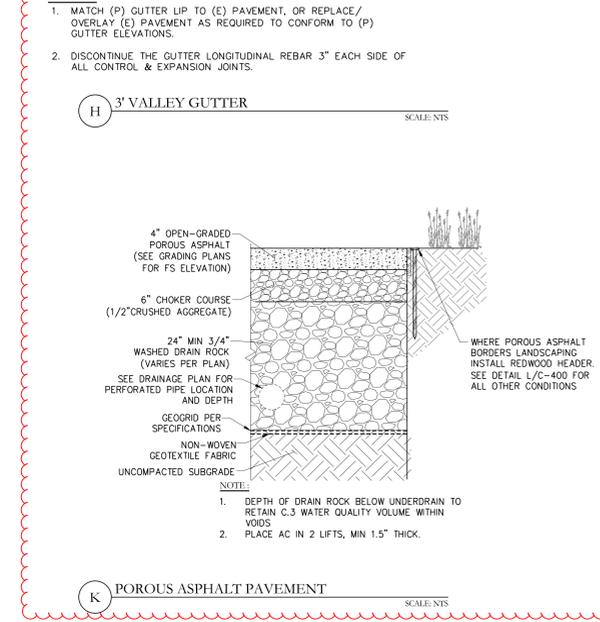
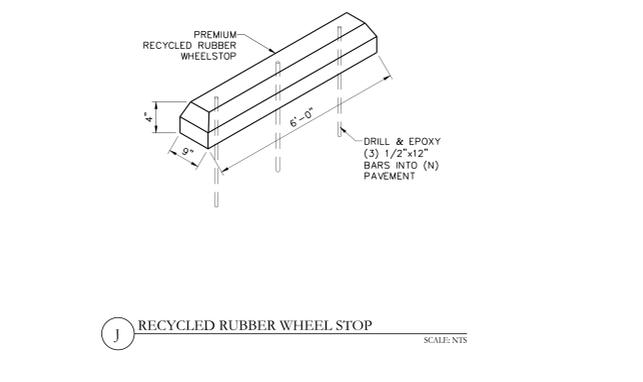
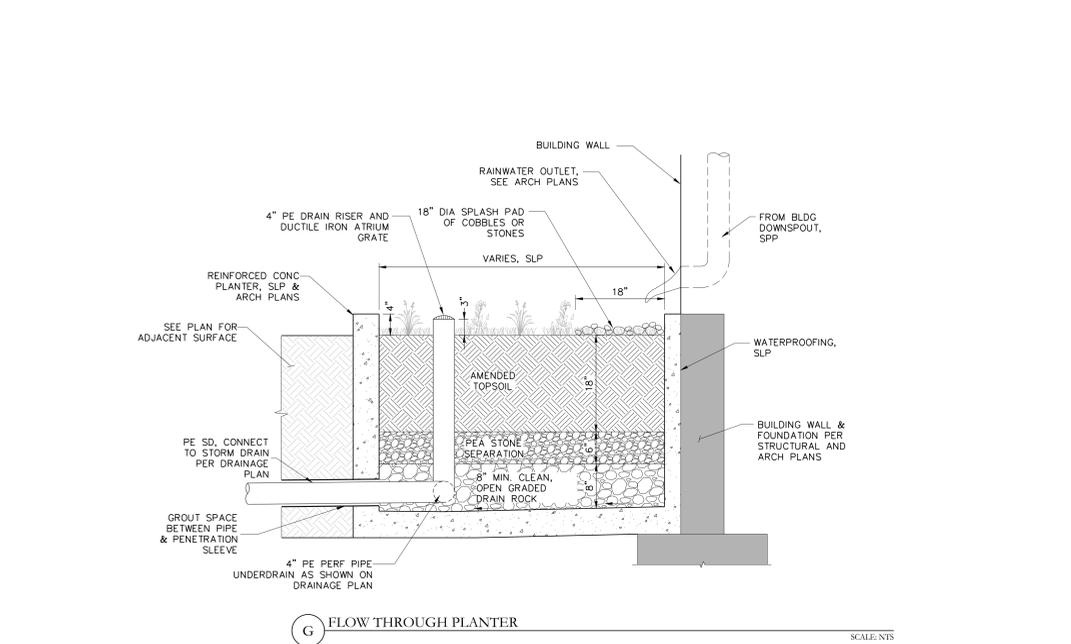
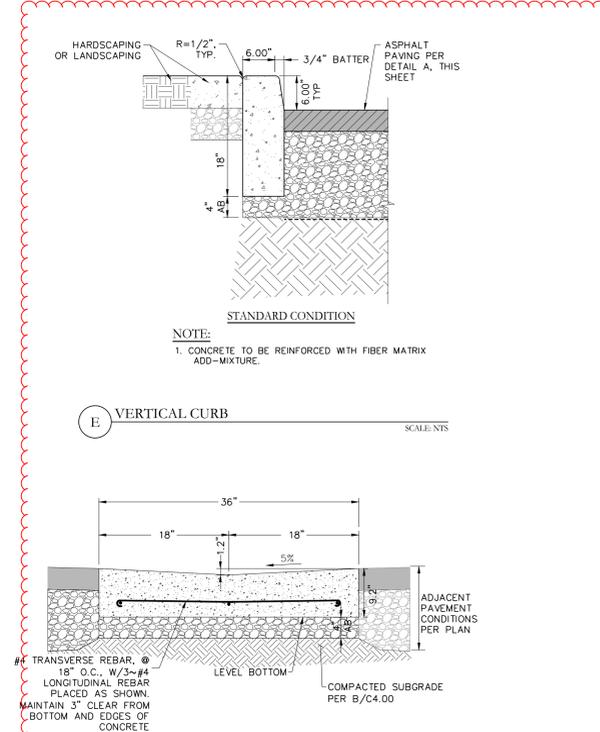
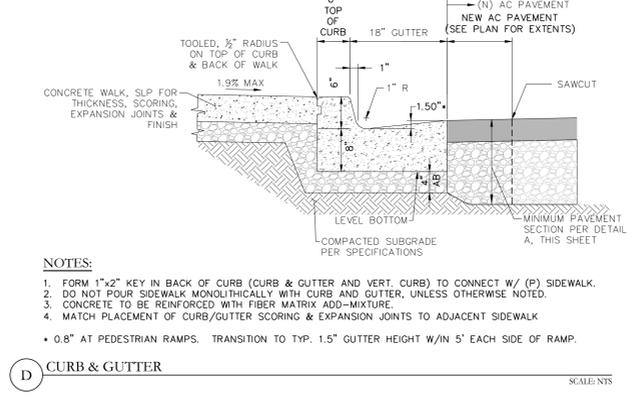
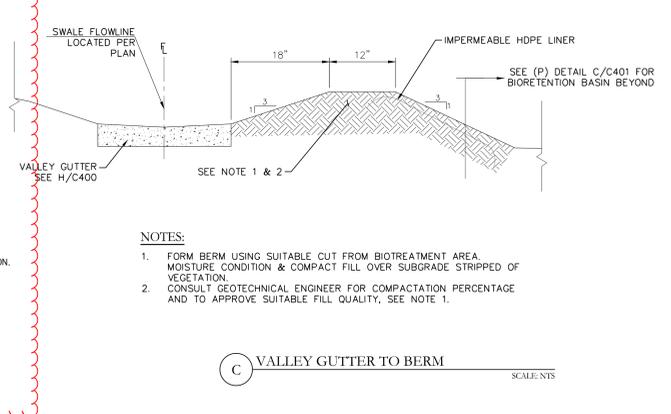
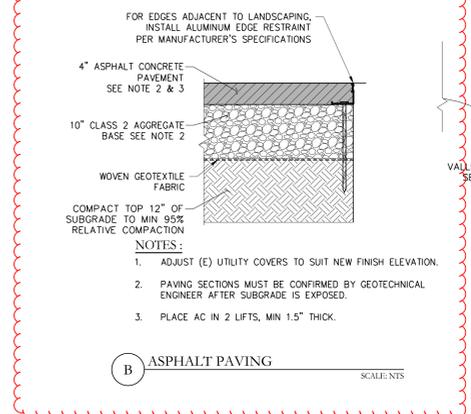
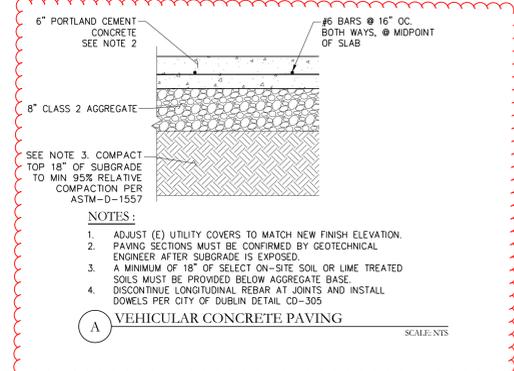
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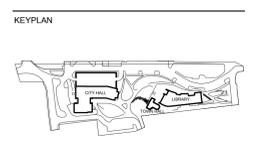
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ATHERTON CIVIC CENTER
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PROJECT NO.: 15007.00
DATE: 03/12/2018
SCALE: NTS
SHEET TITLE:
DETAILS

CONSTRUCTION DOCUMENTS
SHEET NO: **C-400**

ABBREVIATIONS

Table with 3 columns: Abbreviation, Description, and another Abbreviation/Description. Includes terms like BB (BIO-FILTRATION BASIN), BC (BOTTOM OF CURB), BF (BIO-RETENTION BASIN), etc.

TREE PRESERVATION NOTES

- TREE PROTECTION NOTES
1. TOWN APPROVED TREE PROTECTION WARNING SIGNS ARE REQUIRED TO BE INSTALLED AND MAINTAINED AT ALL TIMES UNTIL ALL CONSTRUCTION ACTIVITIES ARE COMPLETED.
2. REQUIRED TREE PROTECTION SHALL REMAIN IN PLACE UNTIL ALL CONSTRUCTION ACTIVITIES ARE COMPLETED. NO CHANGES TO TREE PROTECTION CAN BE MADE UNTIL A REVISED TREE PROTECTION PLAN IS SUBMITTED AND APPROVED BY THE TOWN ARBORIST.
3. FAILURE TO INSTALL AND MAINTAIN REQUIRED TREE PROTECTION WILL RESULT IN ISSUANCE OF A STOP WORK ORDER AND IMPLEMENTATION OF A CORRECTIVE ACTION PLAN.

- PROCEDURES FOR THE INSPECTION OF HERITAGE TREE PROTECTION
1. NO PERMITS WILL BE ISSUED FOR DEMOLITION OR CONSTRUCTION UNTIL THE TOWN ARBORIST HAS INSPECTED THE SITE AND DETERMINES THAT THE TREE PROTECTION INSTALLED AND THE SITE CONFORMS TO THE APPROVED PLANS.
2. TREE PROTECTION WILL BE RE-INSPECTED BY THE TOWN ARBORIST PRIOR TO 1ST FOUNDATION/PIERS, 1ST FRAMING AND FOR ADDITIONAL BUILDING PERMIT ISSUANCE. YOU NEED TO REQUEST AND GET THE INSPECTION CARD SIGNED OR NO BUILDING INSPECTION WILL BE CONDUCTED.
3. TREE PROTECTION, MODIFICATION/REMOVAL, MUST BE INSPECTED AND APPROVED BY THE TOWN ARBORIST PRIOR TO THE START OF ANY LANDSCAPING.
4. REPLACEMENT TREES WILL BE INSPECTED DURING THE LANDSCAPE SCREENING INSPECTION.

TREE PRESERVATION GUIDELINES: STANDARDS AND SPECIFICATIONS:

- 1. THE STANDARDS AND SPECIFICATIONS ARE REQUIRED TO BE FOLLOWED THROUGHOUT THE LENGTH OF THE PROJECT.
2. AN EXISTING TREE PROTECTION ZONE HAS BEEN DEVELOPED BASED ON THE HERITAGE TREES CRITICAL PROTECTION ZONE (CRZ) FOR TREES TO BE PRESERVED, SEE DEMOLITION PLANS. WITHIN THIS ZONE, ALL EXCAVATION SHOULD BE CONDUCTED WITH AN AIR-SPAYDE OR BY HAND. SEE SPECIFICATIONS. THE OUTLINE OF THIS ZONE IS TO BE SPRAY PAINTED AFTER SITE DEMOLITION AND FLAGGED.
3. IF AN AREA WITHIN TREE PROTECTION ZONE IS UNUSED OR NOT WORKED FOR ANY PERIOD LONGER THAN 1 WEEK, THAT AREA IS TO BE PROTECTED WITH A TEMPORARY COVER OF 2 INCHES OF TWICE-GROUND HARDWOOD MULCH. NO CONSTRUCTION MOBILIZATION OR STORAGE SHOULD OCCUR IN THIS ZONE.
4. TREE PROTECTION FENCE IS TO BE INSTALLED PER ASTM F 567 DEMOLITION AND SITE MOBILIZATION BEGINS.
5. WITHIN THE TREE PROTECTION FENCE, NO GRADING, EXCAVATION, CONSTRUCTION OR STORAGE OF MATERIALS SHALL OCCUR.
6. IRRIGATION SYSTEMS MUST BE DESIGNED TO PROTECT ROOTS WITHIN THE TREE PROTECTION ZONE.

DESIGN RECOMMENDATIONS:

- 1. ANY CHANGES TO THE PLANS AFFECTING THE TREES SHALL BE REVIEWED BY THE PROJECT ARBORIST WITH REGARD TO TREE IMPACTS. THESE INCLUDE, BUT ARE NOT LIMITED TO, REPAIR AND IMPROVEMENT PLANS, AND LANDSCAPE AND IRRIGATION PLANS.
2. AN EXISTING TREE PROTECTION ZONE HAS BEEN DEVELOPED BASED ON THE HERITAGE TREES CRITICAL PROTECTION ZONE (CRZ) FOR TREES TO BE PRESERVED, SEE DEMOLITION PLANS. WITHIN THIS ZONE, ALL EXCAVATION SHOULD BE CONDUCTED WITH AN AIR-SPAYDE OR BY HAND. SEE SPECIFICATIONS. THE OUTLINE OF THIS ZONE IS TO BE SPRAY PAINTED AFTER SITE DEMOLITION AND FLAGGED.
3. IF AN AREA WITHIN TREE PROTECTION ZONE IS UNUSED OR NOT WORKED FOR ANY PERIOD LONGER THAN 1 WEEK, THAT AREA IS TO BE PROTECTED WITH A TEMPORARY COVER OF 2 INCHES OF TWICE-GROUND HARDWOOD MULCH. NO CONSTRUCTION MOBILIZATION OR STORAGE SHOULD OCCUR IN THIS ZONE.
4. TREE PROTECTION FENCE IS TO BE INSTALLED PER ASTM F 567 DEMOLITION AND SITE MOBILIZATION BEGINS.
5. WITHIN THE TREE PROTECTION FENCE, NO GRADING, EXCAVATION, CONSTRUCTION OR STORAGE OF MATERIALS SHALL OCCUR.
6. IRRIGATION SYSTEMS MUST BE DESIGNED TO PROTECT ROOTS WITHIN THE TREE PROTECTION ZONE.

PRE-CONSTRUCTION TREATMENTS AND RECOMMENDATIONS

- 1. PROTECT TREES FROM INADVERTENT INJURY DURING SITE IMPROVEMENT AND REPAIR, AND INSTALLATION OF NEW IRRIGATION AND LANDSCAPES. PROTECTION DEVICES ARE TO BE INSTALLED PRIOR TO WORK BEGINS IN AN AREA AND REMAIN UNTIL ALL AND CONSTRUCTION IS COMPLETED WITHIN THE AREA. INSTALLATION OF TREE PROTECTION DEVICES MAY BE PHASED TO COINCIDE WITH SPECIFIC WORK AREAS.
2. TREES MAY REQUIRE PRUNING TO PROVIDE CONSTRUCTION CLEARANCE. ALL PRUNING SHALL BE COMPLETED BY A CERTIFIED ARBORIST OR TREE WORKER AND ADHERE TO THE LATEST EDITION OF THE ANSI Z133 AND A300 STANDARDS AS WELL AS THE BEST MANAGEMENT PRACTICES -- TREE PRUNING PUBLISHED BY THE INTERNATIONAL SOCIETY OF ARBORICULTURE. THE PROJECT ARBORIST WILL PROVIDE SPECIFICATIONS FOR PRUNING.
3. TREE(S) TO BE REMOVED THAT HAVE BRANCHES EXTENDING INTO THE CANOPY OF TREE(S) TO REMAIN MUST BE REMOVED BY A QUALIFIED ARBORIST AND NOT BY CONSTRUCTION CONTRACTORS. THE QUALIFIED ARBORIST SHALL REMOVE THE TREE IN A MANNER THAT CAUSES NO DAMAGE TO THE TREE(S) AND UNDERSTORY TO REMAIN. TREE STUMPS SHALL BE GROUND 12' BELOW GROUND SURFACE.

RECOMMENDATIONS FOR TREE PROTECTION DURING CONSTRUCTION

- 1. ALL CONTRACTORS SHALL CONDUCT OPERATIONS IN A MANNER THAT WILL PREVENT DAMAGE TO TREES TO BE PRESERVED.
2. ANY GRADING, CONSTRUCTION, DEMOLITION OR OTHER WORK WITHIN THE TREE PROTECTION ZONE SHOULD BE MONITORED BY THE PROJECT ARBORIST.
3. TREE PROTECTION DEVICES ARE TO REMAIN UNTIL ALL SITE WORK HAS BEEN COMPLETED WITHIN THE WORK AREA. FENCES OR OTHER PROTECTION DEVICES MAY NOT BE RELOCATED OR REMOVED WITHOUT PERMISSION OF THE PROJECT ARBORIST.
4. CONSTRUCTION TRAILERS, TRAFFIC AND STORAGE AREAS MUST REMAIN OUTSIDE TREE PROTECTION ZONE AT ALL TIMES.
5. NO EXCESS SOIL, CHEMICALS, PAINT, SOLVENTS, DEBRIS, EQUIPMENT OR OTHER MATERIALS SHALL BE DUMPED OR STORED WITHIN THE TREE PROTECTION ZONE.
6. IN AREAS NOTED ON PLANS FOR HAND EXCAVATION, PAVERS AND BASE ARE TO BE MANUALLY REMOVED BY CONTRACTOR. IF ROOTS ARE ENCOUNTERED GREATER THAN 2", THEN THE MATERIAL IS TO BE REMOVED WITH AN AIR SPADE PRESERVING 70% OR GREATER OF EXISTING ROOTS.
7. IF INJURY SHOULD OCCUR TO ANY TREE DURING CONSTRUCTION, IT SHOULD BE EVALUATED AS SOON AS POSSIBLE BY THE PROJECT ARBORIST SO THAT APPROPRIATE TREATMENTS CAN BE APPLIED.
8. ANY ADDITIONAL TREE PRUNING NEEDED FOR CLEARANCE DURING CONSTRUCTION MUST BE PERFORMED BY A CERTIFIED ARBORIST AND NOT BY CONSTRUCTION PERSONNEL.
9. ALL TREES SHALL BE IRRIGATED REGULARLY TO AVOID WATER STRESS. THE PROJECT ARBORIST WILL RECOMMEND IRRIGATION SCHEDULES. PLAN TO IRRIGATE REDWOOD TREES AND JAPANESE MAPLES ONCE PER WEEK AND OAKS EVERY FOUR WEEKS WHEN WEEKLY RAINFALL IS LESS THAN 0.5". APPLY APPROXIMATELY 80 GALLONS OF WATER PER TREE.

DEMOLITION NOTES

- 1. DAMAGE TO AREAS OUTSIDE OF THE LIMIT OF WORK CAUSED BY WORK UNDER THIS CONTRACT SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST.
2. STAGING AND INSTALLATION SHOULD TAKE PLACE ONLY WITHIN THE LIMIT OF WORK AS DEFINED ON THE DRAWINGS AND ADJACENT ASPHALT OR CONCRETE AREAS AS NEEDED. NO STAGING SHALL TAKE PLACE IN ADJACENT PLANTING AREAS. COORDINATE STAGING AREAS WITH OWNER.
3. REMOVE ALL EXISTING CONSTRUCTIONS NECESSARY FOR THE COMPLETION OF THE WORK AS DEPICTED ON THE DRAWINGS, INCLUDING BUT NOT LIMITED TO, PAVING, WALLS, GEOTEXTILE, STEEL, WELDED WIRE MESH, BASE AGGREGATE, AND SPECIALTY FEATURES AS ANNOTATED ON DEMOLITION PLANS.
4. IN ALL AREAS DESIGNATED FOR TYPICAL (NON-HAND EXCAVATED) PAVING REMOVAL, REMOVE EXISTING MATERIAL TO BOTTOM OF EXISTING BASE AGGREGATE.
5. PROTECT ALL EXISTING TO REMAIN PLANT MATERIAL FROM DAMAGE AND ALL PLANTING SOIL FROM CONTAMINATION DURING CONSTRUCTION. REFER TO TREE PROTECTION NOTES.
6. IF EXISTING IRRIGATION PIPING IS FOUND, REMOVE IRRIGATION HEADS AND VALVES AS WELL AS LATERALS.
7. NECESSARY DISCONNECTS AND ALTERATIONS TO EXISTING MECHANICAL AND ELECTRICAL SYSTEMS SHALL BE INCLUDED AS NEEDED. PATCH AS REQUIRED ALL CONSTRUCTIONS TO REMAIN IN ACCORDANCE WITH THE CONTRACT DRAWINGS. SEE CIVIL DRAWINGS FOR UTILITIES DEMOLITION.
8. ALL REMOVALS AND SALVAGE, UNLESS SPECIFICALLY NOTED OR REQUESTED BY THE OWNER, SHALL BECOME THE PROPERTY OF THE CONTRACTOR.
9. VERIFY WITH LANDSCAPE ARCHITECT, PRIOR TO REMOVAL, ANY ADDITIONAL HERITAGE TREES NOT ANNOTATED ON THE LANDSCAPE DRAWINGS THAT NEED TO BE REMOVED TO COMPLETE SCOPE OF WORK.
10. THE CONTRACTOR SHALL TAKE FULL RESPONSIBILITY FOR ALL MATERIAL REMOVED FROM SITE.
11. ALL TREES TO BE REMOVED TO BE CUT AT BASE, STUMP TO BE GRINDED, AND ANY ROOTS LARGER THAN 2" IN DIA. WITHIN A 5' RADIUS OF THE CENTER OF THE TRUNK TO BE REMOVED. FOR VEGETATION IN SFPUC EASEMENT, DEPENDING ON DEPTH OF PIPELINE AND DISTANCE FROM PIPELINE, STUMP GRINDING MAY NOT BE ABLE TO OCCUR.

LAYOUT NOTES

- 1. VERIFY LOCATION OF ALL BUILDINGS, WALLS, ROADS AND CURBS AFFECTING LANDSCAPE SCOPE OF WORK WITH ARCHITECTURAL AND CIVIL ENGINEER'S DRAWINGS.
2. VERIFY LOCATION OF ALL VAULTS, ELECTRICAL DUCT BANKS, MANHOLES, CONDUIT AND PIPING, DRAINAGE STRUCTURES AND OTHER UTILITIES WITH THE APPROPRIATE ENGINEERING DRAWINGS.
3. TAKE ALL DIMENSIONS FROM BACK OF CURB, WALL OR BUILDING OR TO CENTERLINE OF COLUMNS OR TREES UNLESS OTHERWISE NOTED. ALL MEASUREMENTS TO DESIGNATED CENTERLINE(S).
4. TAKE ALL DIMENSIONS PERPENDICULAR TO ANY REFERENCE LINE, WORK LINE, FACE OF BUILDING, FACE OF WALL, OR CENTERLINE.
5. ALL DIMENSIONS TAKEN TO CENTERLINE OF BUILDING COLUMN SHALL MEAN THE FIRST ROW OF COLUMNS CLOSEST TO THE FACE OF THE BUILDING. SEE ARCHITECT'S DRAWINGS FOR CORRESPONDING COLUMN LINES.
6. ALL ANGLES TO BE 90 DEGREES AND ALL LINES OF PAVING AND FENCING TO BE PARALLEL UNLESS NOTED OTHERWISE. MAINTAIN HORIZONTAL ALIGNMENT OF ADJACENT ELEMENTS AS NOTED ON THE DRAWINGS.
7. REFERENCE TO NORTH REFERS TO TRUE NORTH, REFERENCE TO SCALE IS FOR FULL-SIZED DRAWINGS ONLY. DO NOT SCALE FROM REDUCED DRAWINGS.
8. DIMENSIONS TAKE PRECEDENCE OVER SCALES SHOWN ON DRAWINGS.
9. DETAILS AND DETAILS ON SPECIFIC DRAWINGS TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS.
10. WHERE NOT SHOWN ON LANDSCAPE DRAWINGS, SEE CIVIL ENGINEER'S DRAWINGS FOR ROADWAY CENTERLINES, BUILDING SETBACKS AND BENCH MARKS.

PLANTING NOTES

- 1. PROVIDE MATCHING SIZES AND FORMS FOR EACH SPECIES OF TREE INSTALLED ON GRID OR SPACED EQUALLY IN ROWS AS SHOWN ON DRAWINGS, SUBJECT TO REVIEW BY THE LANDSCAPE ARCHITECT.
2. PROVIDE MATCHING SIZES AND FORMS FOR ALL HEDGE PLANTINGS. SPACE EQUALLY (TRIANGULARLY) AS SHOWN.
3. INSTALL ALL TREES A MINIMUM OF THREE (2) FEET FROM BACK OF CURB, EDGE OF WALL OR PAVING.
4. FORM MIN. 3 INCH WATERING BASIN AROUND ALL TREES NOT INSTALLED PAVED AREAS. FILL BASIN WITH 2 INCH LAYER OF TWICE GROUND HARDWOOD MULCH.
5. NO MULCH OR SOIL TO BE LEFT ON ROOT CROWN.
6. REMOVE ALL GIRDLING ROOTS FROM NEW TREE MATERIAL.
7. EACH LOCATION OF ALL TREES SHALL BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO FINAL INSTALLATION.
8. PLANT NAMES ARE ABBREVIATED ON THE DRAWINGS. SEE PLANT LEGEND FOR KEY AND CLASSIFICATION.
9. ALL PLANTING AREAS TO RECEIVE TWO (2) INCH THICK LAYER OF TWICE GROUND HARDWOOD MULCH, SEE SPECIFICATIONS.
10. DO NOT PLANT GROUND COVERS, HEDGES, OR FLOWERING PLANTS WITHIN 3'-0" OF ANY EXISTING AND/OR PROPOSED HYDRANTS, PIV, FDC, DCCA, ETC.

TREE PRUNING NOTES

- 1. ALL TREES WITHIN THE LANDSCAPE LIMIT OF WORK TO BE REVIEWED BY A REGISTERED ARBORIST FOR HEALTH AND SAFETY. THE ARBORIST WILL MAKE RECOMMENDATIONS FOR PRUNING AND REMOVING AS NECESSARY TO SUPPORT LONG TERM HEALTH AND SAFETY.
2. A TREE PRUNING WORK PLAN WILL BE SUBMITTED TO THE LANDSCAPE ARCHITECT FOR REVIEW. THIS WORK PLAN WILL BE DEVELOPED BY A REGISTERED ARBORIST, AND WILL DESCRIBE THE SCOPE OF WORK TO BE UNDERTAKEN.
3. ALL DEADWOOD, CROSSING BRANCHES, AND STRUCTURALLY COMPROMISED BRANCHES AND TRUNKS SHALL BE REMOVED. ALL SUCKERS TO BE REMOVED. ALL DENSE CANOPIES IN EXISTING TREES TO BE LIFTED ABOVE 8' HIGH FOR TREES 6" DBH OR LARGER.
4. ALL PRUNING TO BE DONE BY REGISTERED ARBORIST, FOLLOWING ISA BEST PRACTICES FOR BOTH SAFETY AND METHODS, ANSI 300.
5. REMOVE OR CUT AT THE BASE ANY POSTS, FENCING OR OTHER MATERIALS THAT THE TREE HAS GROWN AROUND. NOTIFY LANDSCAPE ARCHITECT IF ANY FOREIGN OBJECT REMOVAL REQUIRES ADDITIONAL DEMOLITION OF EXISTING TO REMAIN SITE STRUCTURES.

GRADING NOTES

- 1. FOR EXISTING TOPOGRAPHY INCLUDING GRADES, UTILITIES, PROPERTY LINES, LIMITS OF ROADWAYS, CURBS AND GUTTERS, EXISTING TREES, ETC., REFER TO THE SURVEY.
2. ALL FINISHED GRADES SHALL PROVIDE FOR NATURAL RUNOFF OF WATER WITHOUT LOW SPOTS OR POCKETS. SET FLOW LINES ACCURATELY AND PROVIDE A MINIMUM 1% AND A MAXIMUM 50% GRADIENT UNLESS OTHERWISE NOTED.
3. HOLD FINISHED GRADES (TOP OF 2" TWICE GROUND HARDWOOD MULCH) FOR SHRUB AND GROUND COVER AREAS 1/2" INCH BELOW TOP OF ADJACENT PAVEMENT, CURBS, OR HEADERS UNLESS OTHERWISE NOTED ON THE DRAWINGS.
4. GRADUALLY ROUND OFF TOPS AND TOES OF ALL PLANTED SLOPES TO PRODUCE A SMOOTH AND NATURAL APPEARING TRANSITION BETWEEN RELATIVELY LEVEL AREAS AND SLOPES.

TREE TRANSPLANTING NOTES

- 1. A WORK PLAN FOR TREE TRANSPLANTING TO BE SUPPLIED BY A REGISTERED ARBORIST TO THE LANDSCAPE ARCHITECT FOR REVIEW.
2. ALL TREES IDENTIFIED ON DEMOLITION PLANS FOR TRANSPLANTING ARE TO BE DUG, BALLED AND BURLAPED, AND LOCATED TEMPORARILY ON THE PROPERTY DURING HARDSCAPE CONSTRUCTION. THE ROOT BALL SHOULD EQUAL 1" PER 1" OF CALIPER RADIUS FROM THE CENTER POINT OF THE TRUNK UNLESS THE TREE IS CONTAINERIZED OR A RECENT PLANTING, IN WHICH CASE THE ROOT BALL CAN MATCH THE EXTENTS OF THE LIMITED ROOT SYSTEM.
3. IF THE TREES CAN BE HELD IN THEIR EXISTING LOCATIONS DURING CONSTRUCTION AND DUG CLOSE TO REPLANTING, TRANSPLANT TREES MUST HAVE THE SAME TREE PROTECTION AS THE EXISTING TO REMAIN TREES.
4. ALL TRANSPLANTING TO BE OVERSAW BY REGISTERED ARBORIST, FOLLOWING ISA BEST PRACTICES FOR BOTH SAFETY AND METHODS, ANSI 300.
5. DURING STORAGE ON SITE, TRANSPLANTED MATERIAL TO BE WATERED REGULARLY. IF STORED MORE THAN 1 WEEK, TRANSPLANTED MATERIAL TO BE EITHER TEMPORARILY PLANTED, OR MOUNDING IN MULCH OR STOCKPILED SOIL. ADEQUATE SUPPORT WITH STAKES AND RUBBER TREE TIES SHOULD BE USED IF ROOTBALL IS UNSTABLE IN HOLDING THE TREE PLUMB, EVEN IN WINDY CONDITIONS.
6. TRANSPLANT PLANTING TO FOLLOW SAME DETAILS AS TREE PLANTING INCLUDED IN THE PLANTING DETAILS AND SPECIFICATIONS.
7. FOR TRANSPLANTED TREES WITHIN THE SFPUC EASEMENT, PIPELINE EDGES NEED TO BE MARKED. SPADE CANNOT BE USED OVER OR NEAR THE SFPUC PIPELINE.

NOTES:
- IRRIGATION NOTES, SEE L6.03

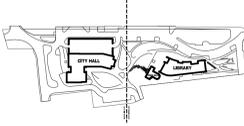
EXHIBIT A

CST 666-18
PUBLIC UTILITIES COMMISSION
CITY AND COUNTY OF SAN FRANCISCO (CSP)
NATURAL RESOURCES & LANDS MGMT.
REVIEWED: []
DATE: 5/2/18

ATHERTON CIVIC CENTER

80 FAIR OAKS LANE, ATHERTON, CA 94027

KEYPLAN



PROJECT NO.: 15007.00

DATE: 03/22/2018

SCALE:

SHEET TITLE:

NOTES

DEMOLITION LEGEND

SYMBOL	DESCRIPTION	DETAIL
D-1	SOFTSCAPE DEMOLITION: CLEAR AND GRUB, REMOVING ALL PLANTINGS, DEBRIS, AND SMALL TREES (> 4" DBH) UNLESS OTHERWISE NOTED.	
D-2	HARDSCAPE DEMOLITION: REMOVE EXISTING PAVING, CURBS, WALLS, FEATURES, AND AGGREGATE BASE. UTILITY DEMOLITION: S.C.D.	
D-3	EXISTING TREE PROTECTION ZONE: AIR SPADING & HAND EXCAVATION	1 L7.01
F-1	TREE PROTECTION FENCE: 6' HIGH TEMPORARY CHAINLINK FENCE	1 L7.01
SC	SAWCUT EXISTING	
T	TRANSPLANT EXISTING TREE*	
X	REMOVE EXISTING TREE*	
PROTECT	PROTECT EXISTING TREE*	
HT	HERITAGE TREE	
LOW	LIMIT OF WORK	

- NOTE:
- * HERITAGE TREES ARE CALLED OUT AS 'H'##XX ON PLAN
 - TREES WITH NO TAG ARE CALLED OUT AS 'XXX'
 - FOR UTILITY DEMOLITION, SEE CIVIL DRAWINGS. FOR ARCHITECTURAL DEMOLITION, SEE ARCHITECTURAL DRAWINGS.
 - TREES THAT ARE ALREADY REMOVED ARE NOTED AS "REMOVED" ON THE PLAN

LAYOUT LEGEND

SYMBOL	DESCRIPTION	DETAIL	MATERIAL DESCRIPTION	FINISH	REMARKS
ROAD & PARKING PAVEMENT	ASPHALT PAVING	S.C.D.	VEHICULAR ASPHALT	S.C.D.	S.C.D.
	POROUS ASPHALT PAVING	S.C.D.	VEHICULAR POROUS ASPHALT	S.C.D.	S.C.D.
PV-3	EXPOSED AGGREGATE PERVIOUS CONCRETE	1 L7.02	CALIFORNIA GOLD #4 AGGREGATE WITH SAWCUT JOINT	TO MATCH SAMPLE #16-049h-hw	MANUFACTURER: T.B. PENICK & SONS INC. OR EQUAL
PV-4	DECKING	S.A.D.		S.A.D.	S.A.D.
PV-5	MULCH	6 L7.02	6" MULCH WITH WEED BARRIER	LIGHT BROWN DECORATIVE	MANUFACTURER: RECOLOGY ORGANICS OR EQUAL
PV-6	CONCRETE PAVING	2 L7.02	PLAIN CONCRETE SIDEWALK WITH TOOL JOINT	TO MATCH SAMPLE #16-062i-sd	TOP CAST WITH SLAG MANUFACTURER: T.B. PENICK & SONS INC. OR EQUAL
PV-8	STABILIZED DECOMPOSED GRANITE	11 L7.02	CALIFORNIA GOLD STABILIZED DECOMPOSED GRANITE	---	MANUFACTURER: TMT ENTERPRISES, INC. OR EQUAL
PV-9	GRAVEL MAINTENANCE PATH	4 L7.02	GRAY RIVER ROCK	3/4"	---
PV-10	PRECAST PAVER	1 L7.03	LARGE SCALE CALARC A: 12"X36" B: 12"X18"	#1412 LIGHT SANDBLAST	MANUFACTURER: STEPSTONE, OR EQUAL
B-1	RADIAL BENCH		VICTOR STANLEY NRBI & NRBO 225 VARIABLE RADIUS BENCH	POWDER COAT FINISH, TITANIUM COLOR	IN GROUND MOUNT
B-2	SALVAGED WOOD BENCH	1 L7.05	SALVAGED WOOD	---	---
W-1	CONCRETE WALL	S.A.D.	---	---	S.A.D.
W-2	CONCRETE RETAINING WALL	S.A.D.	---	---	S.A.D.
W-3	GARAPA WOOD FENCE IN GALV. STEEL FRAME	S.A.D.	---	---	S.A.D.
S-1	CONCRETE STAIRS	S.A.D.	---	---	S.A.D.
S-2	DECKING STAIRS	S.A.D.	---	---	S.A.D.
H-1	HANDRAIL	S.A.D.	---	---	S.A.D.
F-1	COCHRAN LOUNGE CHAIR		ALUMINUM AND NYLON FABRIC	COLOR: BLACK	MANUFACTURER: LANDSCAPE FORMS OR EQUAL
F-2	COCHRAN SIDE TABLE		ALUMINUM AND MELDSTONE TOP	COLOR: BLACK	MANUFACTURER: LANDSCAPE FORMS OR EQUAL
F-3	CUSTOM FOUNTAIN	BY OTHERS	---	---	N.I.C., BY OTHERS
F-4	CUSTOM GATE	S.A.D.	---	---	S.A.D.
F-5	'BOLA' BIKE RACK	2 L7.05	STAINLESS STEEL	SATIN FINISH	MANUFACTURER: LANDSCAPE FORMS
	METAL HEADER	9 L7.02	1/2" THICK STEEL	BLACK PAINTED	SEE SPECIFICATIONS

- LOW --- LIMIT OF WORK
• TREE TRUNK
P.A. PLANTING AREA

GRADING LEGEND

SYMBOL	DESCRIPTION	DETAIL
0.00	SPOT ELEVATION	
(0.00)	EXISTING SPOT ELEVATION	
1.9%	SLOPE IN PAVING	
3:1	SLOPE IN PLANTING	
FB	FRENCH DRAIN	6 L7.03
(98)	EXISTING TO REMAIN CONTOUR	
98.25	PROPOSED CONTOUR	
99	PROPOSED CONTOUR	
GB	GRADE BREAK	
	TREE PROTECTION FENCE	

NOTE:
PLANTING AREA (P.A.) FINISH GRADE REFERS TO TOP OF SOIL. 2" OF TWICE-GROUND HARDWOOD MULCH WILL BE APPLIED TO ALL PLANTING AREAS. SEE DETAILS. THE DISTANCE BETWEEN TOP OF MULCH AND ADJACENT PAVEMENT IS 1/4" MAXIMUM IN ALL CASES, UNLESS RETAINED BY A CURB OR WALL.

SOILS LEGEND

SYMBOL	DESCRIPTION	DETAIL
S-1	NEW TOPSOIL (EXCAVATED AND AMENDED OR IMPORT, SEE SPECS) 3" DEEP	
S-2	AMEND IN PLACE EXISTING SOIL: TOP 6" IN CRITICAL ROOT ZONE (SEE DEMO), TOP 18" OTHERWISE	5 L7.06
S-3	POROUS PAVING #2 GAP-GRADED AGGREGATE: 8" DEEP BELOW BOTTOM OF PAVING	2,1 L7.02
S-4	CJ-STRUCTURAL SOIL: 24" DEEP BELOW BOTTOM OF PAVING	
S-5	BIOFILTRATION SOIL PROFILE S.C.D.	

PLANTING LEGEND

TREE SYMBOL	KEY/ BOTANICAL AND COMMON NAME	SIZE	DETAIL
	ACE_CIR ACER CIRCINATUM PACIFIC MAPLE (7)	48" BOX	1 L7.06
	ACE_PAL ACER PALMATUM JAPANESE MAPLE (5)	48" BOX	1 L7.06
	QUE_AGR QUERCUS AGRIFOLIA COAST LIVE OAK (7)	48" BOX	1 L7.06
	QUE_LOB QUERCUS LOBATA VALLEY OAK (9)	48" BOX	1 L7.06
(1)##X	TRANSPLANTED TREE	15" DIA. B&B	1 L7.06
(E)##X	EXISTING TO REMAIN TREE		

SYMBOL/KEY	BOTANICAL AND COMMON NAME	SIZE	DETAIL
A HO	ARCTOSTAPHYLOS HOOKERI 'WAYSIDE' WAYSIDE MANSANITA	5 GAL. POTS 24" O.C.	7 L7.06
C CA	CARPENTERIA CALIFORNICA BUSH ANEMONE	10 GAL. POTS	7 L7.06
C DA	CISTUS X DANSEAU CISTUS	5 GAL. POTS 24" O.C.	7 L7.06
D VI	DODONAEA VISCOSA 'PURPUREA' PURPLE HOP-BUSH	15 GAL. POTS	7 L7.06
R CA	RHAMNUS CALIFORNICA COFFEEBERRY	10 GAL. POTS AS SHOWN	7 L7.06
R OC	RHODODENDRON OCCIDENTALE 'IRENE KOSTER'	10 GAL. POTS AS SHOWN	7 L7.06
V OV	VACCINIUM OVATUM CALIFORNIA HUCKLEBERRY	5 GAL. POTS 24" O.C.	7 L7.06
L AN	LAVANDULA ANGUSTIFOLIA LAVENDER	5 GAL. POTS 24" O.C.	7 L7.06
A PU	ARISTIDA PURPUREA VAR. PURPUREA PURPLE TREE-AWN	1 GAL. POTS 18" O.C.	7 L7.06
R CO	ROMNEYA COULTERI MATILUJA POPPY	1 GAL. POTS 18" O.C.	7 L7.06
S SO	SALVIA SONOMENSIS CREEPING SALVIA	1 GAL. POTS 18" O.C.	7 L7.06
L CO	LEYMUS CONDENSATUS 'CANYON PRINCE' CANYON PRINCE WILD RYE	1 GAL. POTS 18" O.C.	7 L7.06
A MG	ACANTHUS MOLLIS BEARS BREECH	1 GAL. POTS 18" O.C.	7 L7.06
P CA	POLYPODIUM CALIFORNICUM CALIFORNIA POLYPODY	1 GAL. POTS 18" O.C.	7 L7.06
S SP	SALVIA SPATHACEA HUMMINGBIRD SAGE	1 GAL. POTS 18" O.C.	7 L7.06
S BE	SISYRINCHIUM BELLUM BLUE-EYED GRASS	1 GAL. POTS 18" O.C.	7 L7.06
P MU	POLYSTICHUM MUNITUM WESTERN SWORD FERN	1 GAL. POTS 18" O.C.	7 L7.06
W FI	WOODWARDIA FIMBRIATA GIANT CHAINFERN	1 GAL. POTS 18" O.C.	7 L7.06
D BI	DIETES BICOLOR AFRICAN IRIS	1 GAL. POTS 18" O.C.	7 L7.06
P AT	PEROVSKIA ATRIPLICIFOLIA RUSSIAN SAGE	1 GAL. POTS 18" O.C.	7 L7.06
C SP	COTONEASTER SSP. 'CORAL BEAUTY' CORAL BEAUTY	1 GAL. POTS 18" O.C.	7 L7.06
S MO	SYMPHORICARPOS MOLLIS CREEPING SNOWBERRY	1 GAL. POTS 18" O.C.	7 L7.06
D OR	OXALIS OREGANA REDWOOD SORREL	4" POTS 12" O.C.	7 L7.06
J EF	JUNCUS EFFUSUS SOFT RUSH	1 GAL. POTS 18" O.C.	7 L7.06
E HY	EQUISETUM HYMALE HORSETAIL	1 GAL. POTS 18" O.C.	7 L7.06
DO	IRIS DOUGLASIANA DOUGLAS IRIS	1 GAL. POTS 18" O.C.	7 L7.06

SHRUBS
PERENNIALS
GROUND COVER
BIO-FILTRATION

EXHIBIT A

CST 666-18
PUBLIC UTILITIES COMMISSION
CITY AND COUNTY OF SAN FRANCISCO (CCSF)
NATURAL RESOURCES & LANDS DIVISION

REVIEWED: [] REVISIONS AS NOTED AND REQUIRED
REVIEWER CORRECTIONS: [] UNACCEPTABLE
DATE: []

APPROVAL: THIS REVIEW IS ONLY FOR THE PURPOSES OF THE CITY AND COUNTY OF SAN FRANCISCO AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREIN. THE REVIEWER'S REVIEW IS LIMITED TO THE INFORMATION PROVIDED AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED.

DATE: 5/2/18
BY: E. Read

ATHERTON CIVIC CENTER

80 FAIR OAKS LANE, ATHERTON, CA 94027

KEYPLAN



PROJECT NO.: 15007.00

DATE: 03/22/2018

SCALE:

SHEET TITLE:

SCHEDULES AND LEGENDS

SHEET NO.:

L0.02

Tree Survey

Kevin R. Kelly
Certified Arborist
650-515-8783

Tree #	Species	Botanical Name	DBH (inches)	Heritage Tree	Condition	Ht./ Spread	Comments	PRESERVATION NOTE
1	Redwood	Sequoia sempervirens	35.2	1	75	90/35	Good vigor, Good Form, Large surface root.	PRESERVE
2	Redwood	Sequoia sempervirens	29.2	1	70	85/35	Good vigor, Good Form, Girdling roof	PRESERVE
3	Redwood	Sequoia sempervirens	32.4	1	65	80/30	Good vigor, Good Form, Crowded	PRESERVE
4	Redwood	Sequoia sempervirens	46.4	1	700	70/35	Good vigor, Good Form, Crowded	PRESERVE
5	Redwood	Sequoia sempervirens	24.1	1	65	70/30	Good vigor, Fair form, Suppressed	PRESERVE
6	Redwood	Sequoia sempervirens	30.3	1	70	75/30	Good vigor, Good Form, Crowded	PRESERVE
7	Redwood	Sequoia sempervirens	35.4	1	75	80/30	Good vigor, Good Form, Crowded	PRESERVE
8	Redwood	Sequoia sempervirens	28.1	1	75	80/30	Good vigor, Good Form, Crowded	PRESERVE
9	Redwood	Sequoia sempervirens	21.2	1	65	65/30	Good vigor, Fair form, Suppressed, Leans southwest	PRESERVE
10	Redwood	Sequoia sempervirens	31.6	1	75	80/30	Good vigor, Good form	PRESERVE
11	Redwood	Sequoia sempervirens	27.2	1	70	80/30	Good vigor, Fair form, Crowded	PRESERVE
13	Redwood	Sequoia sempervirens	35.4	1	65	80/30	Good vigor, Fair form, Grown in row	PRESERVE
14	Redwood	Sequoia sempervirens	22.8	1	70	70/25	Good vigor, Fair form	PRESERVE
16	Redwood	Sequoia sempervirens	25.6	1	70	70/20	Good vigor, Good form, Crowded, Dominant tree	PRESERVE
17	Redwood	Sequoia sempervirens	50.8	1	80	75/35	Good vigor, Good form, Suppressed	PRESERVE
18	Redwood	Sequoia sempervirens	23.8	1	70	65/35	Good vigor, Fair form, Suppressed	PRESERVE
19	Redwood	Sequoia sempervirens	32.3	1	70	75/30	Good vigor, Fair form	PRESERVE
20	Redwood	Sequoia sempervirens	32.2	1	80	55/30	Good vigor, Poor form, Topped	PRESERVE
21	Redwood	Sequoia sempervirens	15.8	1	65	70/20	Good vigor, Fair form, Tall for DBH	PRESERVE
22	Redwood	Sequoia sempervirens	32.1	1	75	80/30	Good vigor, Good form	PRESERVE
23	Redwood	Sequoia sempervirens	27.3	1	70	80/35	Good vigor, Fair form	PRESERVE
24	Redwood	Sequoia sempervirens	31.9	1	70	80/35	Good vigor, Fair form, Leans slightly southwest	PRESERVE
25	Redwood	Sequoia sempervirens	31.4	1	75	80/35	Good vigor, Good form	PRESERVE
26	Redwood	Sequoia sempervirens	20.9	1	70	70/25	Good vigor, Fair form, Suppressed	PRESERVE
29	Redwood	Sequoia sempervirens	22.5	1	70	90/25	Good vigor, Fair form, Suppressed	PRESERVE
30	Redwood	Sequoia sempervirens	33.1	1	65	85/30	Good vigor, Fair form, Codominant @ 25'	PRESERVE
31	Redwood	Sequoia sempervirens	20.7	1	70	75/25	Tall for DBH	PRESERVE
32	Redwood	Sequoia sempervirens	40.1	1	75	80/30	Good vigor, Good form	PRESERVE
33	Redwood	Sequoia sempervirens	31.6	1	70	70/30	Good vigor, Fair form	PRESERVE
34	Redwood	Sequoia sempervirens	26.6	1	65	70/25	Good vigor, Fair form	PRESERVE
35	Redwood	Sequoia sempervirens	24.3	1	65	75/30	Good vigor, Fair form, Suppressed	PRESERVE

Tree Survey

Kevin R. Kelly
Certified Arborist
650-515-8783

Tree #	Species	Botanical Name	DBH (inches)	Heritage Tree	Condition	Ht./ Spread	Comments	PRESERVATION NOTE
36	Redwood	Sequoia sempervirens	38.5	1	65	70/45	Good vigor, Poor to fair form, Bend in trunk	PRESERVE
38	Redwood	Sequoia sempervirens	26.9	1	75	75/30	Good vigor, Good form	PRESERVE
39	Redwood	Sequoia sempervirens	22.9	1	75	70/30	Good vigor, Good form	PRESERVE
40	Coast live oak	Quercus agrifolia	22.6	1	55	50/35	Good vigor, Fair form, Leans west over library	PRESERVE
41	Coast live oak	Quercus agrifolia	29.2	1	50	55/40	Good vigor, Poor form, Included bar, Codominant @ 4'	PRESERVE
42	Deodar cedar	Cedrus deodara	34.1	1	60	70/50	Fair vigor, Fair form, Heavy lateral limbs	PRESERVE
43	Incense cedar	Calocedrus decurans	12.9	1	55	40/20	Fair vigor, Fair form, Tall for DBH	REMOVE
44	Coast live oak	Quercus agrifolia	12.5	1	55	40/30	Fair vigor, Fair form, Leans to east	PRESERVE
45	Coast live oak	Quercus agrifolia	13.1	1	60	40/25	Good vigor, Fair form, Codominant @ 20'	PRESERVE
46	Deodar cedar	Cedrus deodara	25.6	1	40	50/35	Poor vigor, Poor form, Crown rot, HAZARD	PRESERVE
47	Coast live oak	Quercus agrifolia	22.1, 15.6	1	60	45/40	Fair vigor, Fair form, Codominant @ base	PRESERVE
48	Coast live oak	Quercus agrifolia	8.5	1	50	25/30	Good vigor, Poor form, Leans @ 45 degrees to northeast	REMOVE
49	Deodar cedar	Cedrus deodara	42.1	1	65	70/40	Fair vigor, Fair form, Heavy lateral limbs	PRESERVE
50	Deodar cedar	Cedrus deodara	42.5	1	65	65/40	Fair vigor, Fair form, Disfigured root zone	PRESERVE
51	Dracaena palm	Cordyline australis	13.4	1	30	20/10	Poor vigor, Poor form, In decline	REMOVE
52	Coast live oak	Quercus agrifolia	30.3	1	70	40/45	Good vigor, Fair form, Multi leader @ 15'	PRESERVE
53	English laurel	Prunus laurocerasus	20 est.	1	60	30/30	Suppressed	REMOVE
54	Dracaena palm	Cordyline australis	13.9	1	55	30/15	Poor vigor, Fair form	REMOVE
55	Coast live oak	Quercus agrifolia	16.8	1	60	40/35	Fair vigor, Fair form, Codominant @ 10'	TRANSPLANT*
56	Coast live oak	Quercus agrifolia	18.1	1	70	40/40	Good vigor, Fair form, Poor root flare	PRESERVE
57	Valley oak	Quercus lobata	22.2	1	60	45/50	Fair vigor, Fair form, Codominant @ 10'	REMOVE
58	Coast live oak	Quercus agrifolia	17.5	1	50	35/30	Poor vigor, Fair form, Poor root flare	REMOVE
59	Coast live oak	Quercus agrifolia	12	1	60	35/25	Fair vigor, Fair form, Tall for DBH	REMOVE
61	Privet	Ligustrum japonicum	14.9	1	50	30/20	Good vigor, Poor form, Codominant @ base	REMOVE
62	Privet	Ligustrum japonicum	15.1	1	50	30/20	Good vigor, Poor form, Codominant @ base	REMOVE
63	Valley oak	Quercus lobata	32.3	1	65	45/50	Good vigor, Fair form, Codominant @ 4', Fair groth	PRESERVE
64	Valley oak	Quercus lobata	47.1	1	70	50/55	Good vigor, Fair form, Possible decay	PRESERVE
65	Valley oak	Quercus lobata	30.5	1	60	45/40	Fair vigor, Poor to fair form, Leans southwest	PRESERVE

Tree Survey

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Tree #	Species	Botanical Name	DBH (inches)	Heritage Tree	Condition	Ht./ Spread	Comments	PRESERVATION NOTE
67	Valley oak	Quercus lobata	34.6	1	65	50/45	Fair vigor, Fair form, Heavy over building	PRESERVE
68	Valley oak	Quercus lobata	5	1	55	20/15	Fair vigor, Fair form, Leans south, Caterpillar damage	REMOVE
69	Valley oak	Quercus lobata	21.8, 23.8	1	45	40/40	Poor to fair vigor, Poor form, Decay @ base	PRESERVE
70	Valley oak	Quercus lobata	18.8	1	45	45/30	Good vigor, Poor form, Severe crown rot, Irrigation	REMOVE
71	Valley oak	Quercus lobata	11.4	1	55	35/25	Good vigor, Poor form, Suppressed by tree # 72	REMOVE
72	Valley oak	Quercus lobata	55.2	1	55	50/65	Good vigor, Poor to fair form, Hollow trunk	PRESERVE
73	Coast live oak	Quercus agrifolia	15.1	1	60	30/25	Good vigor, Fair form	REMOVE
74	Valley oak	Quercus lobata	33.6	1	55	40/35	Fair vigor, Poor to fair form, Codominant, decay at base	PRESERVE
75	Valley oak	Quercus lobata	41.8	1	45	60/55	Fair vigor, Poor form, Decay @ base	PRESERVE
76	Redwood	Sequoia sempervirens	17.2	1	75	55/20	Good vigor, Fair form, Tall for DBH	PRESERVE
78	Valley oak	Quercus lobata	33.6	1	55	50/45	Fair vigor, Poor form, Damaged by fallen pine	REMOVE
79	Coast live oak	Quercus agrifolia	14.9	1	55	30/20	Good vigor, Fair form, Bleeding on trunk, Sycamore Borer	REMOVE
82	Coast live oak	Quercus agrifolia	8.9	1	55	25/15	Good vigor, Fair form, Suppressed	REMOVE
83	Coast live oak	Quercus agrifolia	7.8	1	55	25/15	Good vigor, Fair form, Suppressed	REMOVE
84	Coast live oak	Quercus agrifolia	11.3	1	65	30/20	Good vigor, Fair form, Codominant @ 10'	REMOVE
85	Valley oak	Quercus lobata	39.3	1	60	50/60	Good vigor, Fair form, Decay @ base	PRESERVE
86	Japanese maple	Acer palmatum	17.8	1	60	25/25	Good vigor, Fair form, Decay on limbs	PRESERVE
87	Portuguese laurel	Prunus lusitanica	10	1	50	30/25	Good vigor, Poor form, Suppressed	REMOVE
88	Coast live oak	Quercus agrifolia	9.5	1	55	35/20	Fair vigor, Fair form, Suppressed	REMOVE
89	Redwood	Sequoia sempervirens	19.2	1	75	60/20	Good vigor, Good form	PRESERVE
90	Coast live oak	Quercus agrifolia	11.5	1	60	25/20	Good vigor, Fair form, Suppressed	REMOVE
91	Chinese pistache	Platanus chinensis	13.8	1	70	25/25	Good vigor, Fair form, Suppressed	REMOVE
92	Coast live oak	Quercus agrifolia	16.9	1	65	40/25	Good vigor, Fair form, Leans east	PRESERVE
93	Coast live oak	Quercus agrifolia	14.6	1	65	40/25	Good vigor, Fair form, Tall for DBH	PRESERVE
94	Coast live oak	Quercus agrifolia	11.2	1	55	40/20	Fair vigor, Fair form, Suppressed, Tall for DBH	PRESERVE
95	Coast live oak	Quercus agrifolia	17.2	1	50	40/30	Fair vigor, Poor form, Bleeding canker	PRESERVE
96	Coast live oak	Quercus agrifolia	17.3	1	55	40/30	Good vigor, Fair form, Leans south	PRESERVE
97	Coast live oak	Quercus agrifolia	12.3	1	60	40/25	Good vigor, Fair form, Slightly suppressed	PRESERVE

Tree Survey

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Tree #	Species	Botanical Name	DBH (inches)	Heritage Tree	Condition	Ht./ Spread	Comments	PRESERVATION NOTE
98	Coast live oak	Quercus agrifolia	12, 12	1	55	40/30	Good vigor, Poor form, Severely codominant	PRESERVE
99	Coast live oak	Quercus agrifolia	15.9	1	60	40/35	Good vigor, Fair form, Leans southwest	PRESERVE
100	Pittosporum eugenioides	Pittosporum eugenioides	15.4	1	55	30/25	Good vigor, Fair form, Multi leader @ 2'	REMOVE
101	Coast live oak	Quercus agrifolia	15.7	1	65	40/30	Good vigor, Fair form, Shares root zone with tree# 102	REMOVE
102	Coast live oak	Quercus agrifolia	24.2	1	70	45/40	Good vigor, Good form	REMOVE
103	Coast live oak	Quercus agrifolia	8.6	1	50	30/25	Good vigor, Fair form, Suppressed	REMOVE
104	Coast live oak	Quercus agrifolia	15.3	1	50	40/25	Good vigor, Poor form, Suppressed	REMOVE
105	Coast live oak	Quercus agrifolia	11	1	50	40/20	Good vigor, Poor form, Suppressed	REMOVE
106	Coast live oak	Quercus agrifolia	11.2	1	55	30/20	Good vigor, Fair form, Codominant @ 5'	REMOVE
107	Coast live oak	Quercus agrifolia	14.1	1	60	40/25	Good vigor, Fair form, Codominant @ 15'	TRANSPLANT*
108	Coast live oak	Quercus agrifolia	7.7	1	50	35/25	Good vigor, Poor form, Trunk bends west	REMOVE
109	Coast live oak	Quercus agrifolia	18.3	1	50	35/35	Good vigor, Poor form, Leans south	PRESERVE
110	Coast live oak	Quercus agrifolia	16.4	1	55	45/30	Good vigor, Fair form, Codominant @ 20'	PRESERVE
111	Coast live oak	Quercus agrifolia	19.4	1	60	40/35	Good vigor, Fair form, Heavy to west	PRESERVE
112	Coast live oak	Quercus agrifolia	5.6	1	50	20/10	Fair vigor, Fair form, Dead bark on trunk	REMOVE
113	Valley oak	Quercus lobata	31.4	1	60	45/40	Good vigor, Fair form, History of limb loss	PRESERVE
114	Coast live oak	Quercus agrifolia	5.6	1	60	20/15	Good vigor, Fair form, Suppressed	REMOVE
115	Coast live oak	Quercus agrifolia	15.7	1	55	50/30	Good vigor, Fair form, Tall for DBH	PRESERVE
116	Coast live oak	Quercus agrifolia	8 est.	1	45	35/20	Good vigor, Poor form, Against fence	REMOVE
117	Coast live oak	Quercus agrifolia	12.1	1	55	35/30	Good vigor, Fair form, Heavy to south	REMOVE
118	Coast live oak	Quercus agrifolia	12.2	1	50	35/25	Good vigor, Poor form, Heavy, Leans to southwest	REMOVE
119	Coast live oak	Quercus agrifolia	21.5	1	55	45/35	Good vigor, Poor form, Heavy to west.	PRESERVE
120	Coast live oak	Quercus agrifolia	26.4	1	60	45/40	Good vigor, Fair form, Heavy to south	PRESERVE
121	Pittosporum eugenioides	Pittosporum eugenioides	11.1	1	40	30/30	Fair vigor, Poor form, Failed trunk	REMOVE
122	Pittosporum eugenioides	Pittosporum eugenioides	10.4	1	45	30/25	Fair vigor, Poor form, Decay in trunk	REMOVE
123	Coast live oak	Quercus agrifolia	12.8	1	55	25/20	Good vigor, Fair form, Heavy to southeast	REMOVE
124	Pittosporum eugenioides	Pittosporum eugenioides	6.10	1	40	30/25	In decline, lvy on trunk	REMOVE
125	Pittosporum eugenioides	Pittosporum eugenioides	12.1	1	40	30/25	In decline, lvy on trunk	REMOVE
126	Italian cypress	Cupressus sempervirens	10 est.	1	55	50/5	Fair vigor, Fair form	REMOVE
127	Italian cypress	Cupressus sempervirens	10.5	1	55	40/10	Fair vigor, Fair form	REMOVE
128	Coast live oak	Quercus agrifolia	16.9	1	50	40/30	Fair vigor, Fair form, Roots covered with asphalt	PRESERVE
129	Coast live oak	Quercus agrifolia	18.2	1	55	35/35	Good vigor, Poor form, Leans east	REMOVE

ADDITIONAL TREE SURVEY

TREE #	SPECIES	BOTANICAL NAME	DBH(INCHES)	HERITAGE TREE	CONDITION	HT./SPREAD	COMMENTS	PRESERVATION NOTE
130	COASTAL REDWOOD	SEQUOIA SEMPERVIRENS	38	1	FAIR/GOOD	65/	TRIPLE LEADERS	PRESERVE
131	COASTAL REDWOOD	SEQUOIA SEMPERVIRENS	27	1	GOOD	53/		PRESERVE
132	COASTAL REDWOOD	SEQUOIA SEMPERVIRENS	34	1	FAIR/GOOD	55/	TRIPLE LEADERS	PRESERVE
133	COASTAL REDWOOD	SEQUOIA SEMPERVIRENS	24	1	GOOD	55/		PRESERVE
134	COAST LIVE OAK	QUERCUS AGRIFOLIA	18	1	FAIR/GOOD	25/	LEANS TOWARDS CURRENT POLICE OFFICE	PRESERVE
139	COAST LIVE OAK	QUERCUS AGRIFOLIA	15	1	FAIR	30/	LEAN, LOW VIGOR, SMALL DEAD BRANCHES	PRESERVE
141	COAST LIVE OAK	QUERCUS AGRIFOLIA	8	1	POOR	25/	COMPACTED SOIL AT BASE, POOR FORM	PRESERVE
143	MONTEREY PINE	PINUS RADIATA	40	1	POOR	40/	PITCH CANKER AND BARK BEETLES	PRESERVE

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PLANTING LEGEND

TREE SYMBOL	KEY/ BOTANICAL AND COMMON NAME	SIZE	DETAIL
	ACE_CIR ACER CIRCINATUM PACIFIC MAPLE (7)	48" BOX	1 (L7.06)
	ACE_PAL ACER PALMATUM JAPANESE MAPLE (5)	48" BOX	1 (L7.06)
	QUE_AGR QUERCUS AGRIFOLIA COAST LIVE OAK (7)	48" BOX	1 (L7.06)
	QUE_LOB QUERCUS LOBATA VALLEY OAK (9)	48" BOX	1 (L7.06)
	(T)#XX TRANSPLANTED TREE	15" DIA- B&B	1 (L7.06)
	(E)#XX EXISTING TO REMAIN TREE		

UNDERSTORY

SYMBOL/KEY	BOTANICAL AND COMMON NAME	SIZE	DETAIL
A HO	ARCTOSTAPHYLOS HOOKER 'WAYSIDE' WAYSIDE MANSANTA	5 GAL POTS 24" O.C.	7 (L7.06)
C CA	CARPENTERIA CALIFORNICA BUSH ANEMONE	10 GAL POTS	7 (L7.06)
C DA	CISTUS X DANSEREAUII CISTUS	5 GAL POTS 24" O.C.	7 (L7.06)
D VI	DODONAEA VISCOSA 'PURPUREA' PURPLE HOP-BUSH	15 GAL POTS	7 (L7.06)
R CA	RHAMNUS CALIFORNICA COFFEEBERRY	10 GAL POTS AS SHOWN	7 (L7.06)
R OC	RHODODENDRON OCCIDENTALE 'IRENE KOSTER'	10 GAL POTS AS SHOWN	7 (L7.06)
V OV	VACCINIUM OVATUM CALIFORNIA HUCKLEBERRY	5 GAL POTS 24" O.C.	7 (L7.06)
L AN	LAVANDULA ANGUSTIFOLIA LAVENDER	5 GAL POTS 24" O.C.	7 (L7.06)
A PU	ARISTIDA PURPUREA VAR. PURPUREA PURPLE TREE-AWN	1 GAL POTS 18" O.C.	7 (L7.06)
R CO	ROMNEYA COULTERI MATILUA POPPY	1 GAL POTS 18" O.C.	7 (L7.06)
S SO	SALVIA SONOMMENSIS CREEPING SALVIA	1 GAL POTS 18" O.C.	7 (L7.06)
L CO	LEYMUS CONDENSATUS 'CANYON PRINCE' CANYON PRINCE WLD RYE	1 GAL POTS 18" O.C.	7 (L7.06)
A MO	ACANTHUS MOLLIS BEARS BREECH	1 GAL POTS 18" O.C.	7 (L7.06)
P CA	POLYPODIUM CALIFORNICUM CALIFORNIA POLYPODY	1 GAL POTS 18" O.C.	7 (L7.06)
S SP	SALVIA SPATHACEA HUMMINGBIRD SAGE	1 GAL POTS 18" O.C.	7 (L7.06)
S BE	SISYRINCHIUM BELLUM BLUE-EYED GRASS	1 GAL POTS 18" O.C.	7 (L7.06)
P MU	POLYSTICHUM MUNIUM WESTERN SWORD FERN	1 GAL POTS 18" O.C.	7 (L7.06)
W FJ	WOODWARDIA FIMBRIATA GIANT CHAINFERN	1 GAL POTS 18" O.C.	7 (L7.06)
D BI	DIETES BICOLOR AFRICAN IRIS	1 GAL POTS 18" O.C.	7 (L7.06)
P AT	PEROVSKIA ATRIPLICIFOLIA RUSSIAN SAGE	1 GAL POTS 18" O.C.	7 (L7.06)
C SP	COTONEASTER SSP. 'CORAL BEAUTY' CORAL BEAUTY	1 GAL POTS 18" O.C.	7 (L7.06)
S MO	SYMPHORICARPOS MOLLIS CREEPING SNOWBERRY	1 GAL POTS 18" O.C.	7 (L7.06)
O OR	OXALIS OREGANA REDWOOD SORREL	4" POTS 12" O.C.	7 (L7.06)
J EF	JUNCUS EFFUSUS SOFT RUSH	1 GAL POTS 18" O.C.	7 (L7.06)
E HY	EQUISETUM HYMALE HORSETAIL	1 GAL POTS 18" O.C.	7 (L7.06)
I DO	IRIS DOUGLASIANA DOUGLAS IRIS	1 GAL POTS 18" O.C.	7 (L7.06)

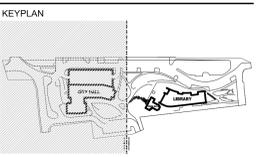
ALTERNATE #1:
PROVIDE HYDROSEED PLANTING AT CITY HALL IN LIEU OF PLANTS INDICATED.

EXHIBIT A

CST 666-18
PUBLIC UTILITIES COMMISSION
CITY AND COUNTY OF SAN FRANCISCO (CSC)
NATURAL RESOURCES & LANDS DIVISION
REVISIONS
DATE: 5/2/18
BY: E. Read

ATHERTON CIVIC CENTER

80 FAIR OAKS LANE, ATHERTON, CA 94027



PROJECT NO.: 15007.00
DATE: 03/22/2018
SCALE: 1" = 20'

PLANTING PLAN

PLANTING LEGEND

TREE SYMBOL	KEY/ BOTANICAL AND COMMON NAME	SIZE	DETAIL
	ACE_CIR ACER CIRCINATUM PACIFIC MAPLE (7)	48" BOX	1 (L7.06)
	ACE_PAL ACER PALMATUM JAPANESE MAPLE (5)	48" BOX	1 (L7.06)
	QUE_AGR QUERCUS AGRIFOLIA COAST LIVE OAK (7)	48" BOX	1 (L7.06)
	QUE_LOB QUERCUS LOBATA VALLEY OAK (9)	48" BOX	1 (L7.06)
	(T)#XX TRANSPLANTED TREE	15" DIA- B&B	1 (L7.06)
	(E)#XX EXISTING TO REMAIN TREE		

UNDERSTORY SYMBOL/KEY	BOTANICAL AND COMMON NAME	SIZE	DETAIL
	ARCTOSTAPHYLOS HOOKER 'WAYSIDE' WAYSIDE MANSANTA	5 GAL POTS 24" O.C.	7 (L7.06)
	CARPENTERIA CALIFORNICA BUSH ANEMONE	10 GAL. POTS	7 (L7.06)
	CISTUS X DANSEAEUI CISTUS	5 GAL. POTS 24" O.C.	7 (L7.06)
	DODONAEA VISCOSA 'PURPUREA' PURPLE HOP-BUSH	15 GAL. POTS	7 (L7.06)
	RHAMNUS CALIFORNICA COFFEEBERRY	10 GAL. POTS AS SHOWN	7 (L7.06)
	RHODODENDRON OCCIDENTALE 'IRENE KOSTER'	10 GAL. POTS AS SHOWN	7 (L7.06)
	VACCINIUM OVATUM CALIFORNIA HUCKLEBERRY	5 GAL POTS 24" O.C.	7 (L7.06)
	LAVANDULA ANGUSTIFOLIA LAVENDER	5 GAL POTS 24" O.C.	7 (L7.06)
	ARISTIDA PURPUREA VAR. PURPUREA PURPLE TREE-AWN	1 GAL POTS 18" O.C.	7 (L7.06)
	ROMNEYA COULTERI MATILUA POPPY	1 GAL POTS 18" O.C.	7 (L7.06)
	SALVIA SONOMMENSIS CREEPING SALVIA	1 GAL POTS 18" O.C.	7 (L7.06)
	LEYMUS CONDENSATUS 'CANYON PRINCE' CANYON PRINCE WLD RYE	1 GAL POTS 18" O.C.	7 (L7.06)
	ACANTHUS MOLLIS BEARS BREECH	1 GAL POTS 18" O.C.	7 (L7.06)
	POLYPODIUM CALIFORNICUM CALIFORNIA POLYPODY	1 GAL POTS 18" O.C.	7 (L7.06)
	SALVIA SPATHACEA HUMMINGBIRD SAGE	1 GAL POTS 18" O.C.	7 (L7.06)
	SISYRINCHIUM BELLUM BLUE-EYED GRASS	1 GAL POTS 18" O.C.	7 (L7.06)
	POLYSTICHUM MUNITUM WESTERN SWORD FERN	1 GAL POTS 18" O.C.	7 (L7.06)
	WOODWARDIA FIMBRIATA GIANT CHAINFERN	1 GAL POTS 18" O.C.	7 (L7.06)
	DIETES BICOLOR AFRICAN IRIS	1 GAL POTS 18" O.C.	7 (L7.06)
	PEROVSKIA ATRIPLICIFOLIA RUSSIAN SAGE	1 GAL POTS 18" O.C.	7 (L7.06)
	COTONEASTER SSP. 'CORAL BEAUTY' CORAL BEAUTY	1 GAL POTS 18" O.C.	7 (L7.06)
	SYMPHORICARPOS MOLLIS CREEPING SNOWBERRY	1 GAL POTS 18" O.C.	7 (L7.06)
	OXALIS OREGANA REDWOOD SORREL	4" POTS 12" O.C.	7 (L7.06)
	JUNCUS EFFUSUS SOFT RUSH	1 GAL POTS 18" O.C.	7 (L7.06)
	EQUISETUM HYMALE HORSETAIL	1 GAL POTS 18" O.C.	7 (L7.06)
	IRIS DOUGLASSIANA DOUGLAS IRIS	1 GAL POTS 18" O.C.	7 (L7.06)

EXHIBIT A

CST 666-18
PUBLIC UTILITIES COMMISSION
CITY AND COUNTY OF SAN FRANCISCO (CCSF)
NATURAL RESOURCES & LANDS MGMT.
REVIEWED: PREPARED BY: WRNSSTUDIO
 REVISIONS: NONE
DATE: 5/2/18
Page 18 of 18

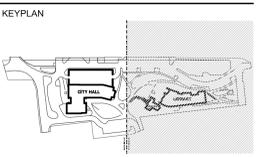
ADD ALT #10:
PROVIDE HYDROSEED PLANTING AT LIBRARY IN LIEU OF PLANTS INDICATED.

MATCHLINE LX.X1
MATCHLINE LX.X2

MATCHLINE LX.X1
MATCHLINE LX.X2

p:\WRS\wrs501_atherton civic center\4_drawings\graphics\AutoCAD\Sheets\180322_bidsheet_arch_e1 (30.00 X 42.00 INCHES) | 3/16/2018

ATHERTON CIVIC CENTER
80 FAIR OAKS LANE, ATHERTON, CA 94027



PROJECT NO.: 15007.00
DATE: 03/22/2018
SCALE: 1" = 20'

PLANTING PLAN

SHEET NO: **L5.02**

AGREEMENT TO EXCHANGE INTERESTS IN REAL PROPERTY

This **AGREEMENT TO EXCHANGE INTERESTS IN REAL PROPERTY** (“**Agreement**”) is dated as of _____, 2019 and made by and between the TOWN OF ATHERTON, a municipal corporation (“**Atherton**”) and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“**San Francisco**”), acting by and through its PUBLIC UTILITIES COMMISSION (“**SFPUC**”). San Francisco and Atherton are together referred to as the “**Parties**” and are sometimes individually referred to as a “**Party**.”

RECITALS

A. San Francisco owns and operates a regional water system that serves San Francisco and 27 wholesale water customers, including Atherton, located in San Mateo, Santa Clara, and Alameda Counties in the Bay Area. San Francisco has installed and maintains, or may install and maintain, pipelines, electrical, telecommunication, or other utility lines, wells, sanitary or storm sewers, and/or other improvements, along with related appurtenances (collectively, the “**SFPUC Facilities**”), on, across, under, or over many parcels of real property located in the San Francisco Bay Area and beyond.

B. San Francisco's water system includes the Palo Alto Pipeline (the “**Pipeline**”). The Pipeline spans certain lands that constitute portions of San Mateo County Assessor’s Parcel No. 060-321-170 and lie within Atherton’s city boundaries, as generally shown on the attached **Exhibit A-1**. San Francisco has the right to maintain the Pipeline in Atherton pursuant to (i) a 1937 permit from Atherton (the “**Permit**”) and (ii) an easement deed dated April 22, 1938 and recorded in January of 1939 in Volume 837 at page 12 in the Official Records of San Mateo County (the “**Existing Pipeline Easement**”). The Existing Pipeline Easement granted to San Francisco two 20-foot wide easement areas, for a combined 40-foot width, and provided for San Francisco’s right to install two 36-inch pipelines. The Permit and the Existing Pipeline Easement are attached as **Exhibit B-1** and **Exhibit B-2**.

C. Atherton has developed a project to address its aging civic center facilities by renovating and reconfiguring its existing civic center site (“**Project**”). The area in which Atherton will construct the Project (the “**Project Area**”) is shown on the attached **Exhibit A-2**. The Pipeline runs under and through the Project Area.

D. Atherton and San Francisco have been working cooperatively to identify and address their respective needs and concerns relating to the design and construction of the Project and relocation of the Pipeline and Existing Pipeline Easement located within the boundaries of the Project Area.

E. San Francisco is prepared to accommodate the Project by vacating its combined 40-foot wide Existing Pipeline Easement, and, in exchange, Atherton shall convey to San Francisco (i) a 15-foot wide exclusive subterranean pipeline easement (the “**Exclusive Pipeline Easement**”); (ii) an adjacent and parallel 10-foot wide non-exclusive construction easement (the “**Pipeline Maintenance Easement**”); (iii) a 15-foot wide non-exclusive subterranean easement area (the “**Non-exclusive Pipeline Easement**”) covering Pipeline segments that are currently subject to the Permit and not within the Project Area; and (iv) an easement for a 10,000-square-foot “laydown”

area (the “**Laydown Area Easement**”). The proposed locations of the Project Area Easement, Laydown Area Easement, and Non-exclusive Pipeline Easement are shown on the attached **Exhibit C**.

F. On September 16, 2015, by Resolution No. 2015-26, the Atherton City Council certified a Final Environmental Impact Report (“**FEIR**”) for the Project. On September 16, 2015, by Resolution No. 15-26, the Atherton City Council approved the Project.

G. San Francisco is a responsible agency under the California Environmental Quality Act (“**CEQA**”) for review and approval of the Project. San Francisco has reviewed and considered the FEIR and Project approval documents, and has approved this Agreement and adopted findings required under CEQA.

H. San Francisco and Atherton now desire to exchange and transfer such easement rights as more particularly set forth in this Agreement.

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

1. EXCHANGE OF EASEMENTS

1.1. Exclusive Pipeline Easement Grant to San Francisco.

Subject to the terms, covenants, and conditions set forth in this Agreement, pursuant to a deed in substantially the form attached as **Exhibit D-1** Atherton shall grant to San Francisco the Exclusive Pipeline Easement, which shall consist of a permanent, exclusive pipeline easement as more particularly described in the attached **Exhibit D** (the “**Exclusive Pipeline Easement Deed**”), in, through, and under a portion of a parcel of real property and under an adjacent public road, each of which are owned by Atherton (collectively, the “**Exclusive Pipeline Easement Area**”). The Exclusive Pipeline Easement Area is described in the attached **Table D-1** and more particularly described, identified, and depicted in the property descriptions and depiction attached as exhibits to the Exclusive Pipeline Easement Deed.

1.2. Non-exclusive Surface Maintenance Easement Grant to San Francisco.

Subject to the terms, covenants, and conditions set forth in this Agreement, pursuant to a deed in substantially the form attached as **Exhibit D-2** (the “**Pipeline Maintenance Easement Deed**”), Atherton shall grant to San Francisco the Pipeline Maintenance Easement, which shall consist of a permanent, non-exclusive surface easement under a portion of a parcel of real property and under an adjacent public road, each of which are owned by Atherton (collectively, the “**Pipeline Maintenance Easement Area**”) and are described in the attached **Table D-1** and more particularly described, identified, and depicted in the property descriptions and depictions attached as exhibits to the Pipeline Maintenance Easement Deed.

1.3. Non-exclusive Pipeline Easement Grant to San Francisco.

Subject to the terms, covenants, and conditions set forth in this Agreement, pursuant to a

deed in substantially the form attached as **Exhibit D-3** (the “**Non-exclusive Pipeline Easement Deed**”), Atherton shall grant to San Francisco the Non-Exclusive Pipeline Easement, which shall consist of a permanent, non-exclusive pipeline easement through a portion of Atherton-owned roadway, which portion (the “**Non-exclusive Pipeline Easement Area**”) is described in the attached **Table D-1** and more particularly described, identified, and depicted in the property description and depiction attached as exhibits to the Non-Exclusive Pipeline Easement Deed.

1.4. Non-exclusive Laydown Surface Easement Grant to San Francisco.

Subject to the terms, covenants, and conditions set forth in this Agreement, pursuant to a deed in substantially the form attached as **Exhibit D-4** (the “**Laydown Area Easement Deed**”), Atherton shall grant to San Francisco the Laydown Area Easement, which shall consist of a permanent, non-exclusive surface easement (the “**Laydown Area Easement**”) over portions of Atherton-owned parcels, which portions (collectively, the “**Laydown Area Easement Area**”) are described in the attached **Table D-1** and more particularly described, identified, and depicted in the property description and depiction attached as exhibits to the Laydown Area Easement Deed.

1.5. Quitclaim of Existing Pipeline Easement to Atherton.

Subject to the terms, covenants, and conditions set forth in this Agreement, pursuant to a deed in substantially the form attached as **Exhibit E** (the “**Quitclaim Deed**”), San Francisco shall quitclaim to Atherton any and all right, title, and interest it may have in and to the portions of the Existing Pipeline Easement that is described in the attached **Table E-1** and are more particularly described, identified, and depicted in the property description and depiction attached as exhibits to the Quitclaim Deed.

1.6. “Easements” Defined.

The Exclusive Pipeline Easement, Pipeline Maintenance Easement, Non-exclusive Pipeline Easement, Laydown Area Easement, and Existing Pipeline Easement are sometimes referred to herein collectively as the “**Easements.**”

2. ESCROW

2.1. Opening of Escrow.

Within ten (10) days of the Effective Date (as defined in **Section 7.18** [Effective Date]), the Parties shall open an escrow for the transaction contemplated herein by depositing an executed counterpart of this Agreement with Chicago Title Company (“**Escrow Holder**”), located at 455 Market Street, 21st Floor, San Francisco, CA 94105 (Escrow No. _____), Attention: _____, Escrow Officer. This Agreement shall serve as instructions to Escrow Holder for consummation of the exchange of Easements contemplated hereby, provided that the Parties shall execute such supplementary escrow instructions as Escrow Holder may reasonably require. This Agreement may be amended or supplemented by explicit additional escrow instructions signed by the Parties, but the preprinted portion of such escrow instructions shall not supersede any inconsistent provisions contained herein.

2.2. “Closing” and “Closing Date” Defined.

The term “**Closing**” means the date when Escrow Holder causes the Exclusive Pipeline Easement Deed, Pipeline Maintenance Easement Deed, Non-exclusive Pipeline Easement Deed, Laydown Area Easement Deed, and Quitclaim Deed (collectively, the “**Deeds**”) to be recorded concurrently in the Office of the County Recorder of San Mateo County. The Closing shall occur within thirty (30) days after the Effective Date, or on such earlier date as San Francisco and Atherton may mutually agree (the “**Closing Date**”), subject to the provisions of **Section 2.5** [Atherton's Conditions to Closing] and **Section 2.6** [San Francisco's Conditions to Closing]. Except as otherwise expressly provided in this Agreement, the Closing Date may not be extended without the prior written approval of both Atherton and San Francisco. If the Closing does not occur on or before the Closing Date, unless extended as aforesaid, Escrow Holder shall suspend all closing operations and contact the Parties for further instructions.

2.3. Atherton’s Deposits into Escrow.

On or before Escrow Holder’s deadline for delivery of such items before Closing, Atherton shall deliver into escrow the following:

- (a) a fully executed, notarized, and recordable copy of the Exclusive Pipeline Easement Deed, Pipeline Maintenance Easement Deed, Non-exclusive Pipeline Easement Deed, and Laydown Area Easement Deed (collectively, the “**Atherton Deeds**”);
- (b) the required certificate of acceptance for the Quitclaim Deed, duly executed by Atherton and dated as of the Closing Date;
- (c) funds sufficient to pay Atherton’s share of expenses, as provided in **Section 5.2** [Atherton’s Expenses] below;
- (d) any documents needed in order to eliminate title exceptions other than Atherton’s Accepted Conditions of Title;
- (e) a certified copy of Atherton’s Approval Resolution, as defined in **Section 2.5** [Atherton’s Conditions to Closing]; and
- (f) Atherton’s approval of a closing statement in form and content satisfactory to Atherton and San Francisco.

2.4. San Francisco’s Deposits into Escrow.

On or before Escrow Holder’s deadline for delivery of such items before Closing, San Francisco shall deliver into Escrow the following:

- (a) a fully executed, notarized, and recordable copy of the Quitclaim Deed;
- (b) the required certificates of acceptance for the Exclusive Pipeline Easement, Pipeline Maintenance Easement, Non-exclusive Pipeline Easement, and Laydown Area Easement, duly executed by San Francisco and dated as of the Closing Date;

(c) funds sufficient to pay San Francisco's share of expenses, as provided in **Section 5.1** [San Francisco's Expenses] below;

(d) a certified copy of San Francisco's Approval Resolution, as defined in **Section 2.6** [San Francisco's Conditions to Closing]; and

(e) San Francisco's approval of a closing statement in form and content satisfactory to Atherton and San Francisco.

2.5. Atherton's Conditions to Closing.

The following are conditions precedent to Atherton's obligation to complete the exchange of Easements contemplated in this Agreement (collectively, "**Atherton Conditions Precedent**"):

(a) The transactions contemplated herein shall have been duly approved by the Atherton City Council ("**Atherton's Approval Resolution**").

(b) San Francisco shall have delivered the items described in **Section 2.4** [San Francisco's Deposits into Escrow].

(c) Escrow Holder shall be committed at the Closing to issue Atherton's Title Policy, as defined in **Section 3** [Condition of Title] to Atherton.

The Atherton Conditions Precedent contained in the foregoing subsections are solely for Atherton's benefit. If any such condition is not satisfied, Atherton shall have the right at its sole discretion either to waive in writing the Atherton Condition Precedent in question and proceed with the purchase (provided that the Atherton Condition Precedent described in item (a) above may not be waived except insofar as Atherton elects to extend the deadline for satisfying such item) or, in the alternative, terminate this Agreement. The waiver of any Atherton Condition Precedent shall not relieve San Francisco of any liability or obligation with respect to any of its representations, warranties, covenants, or obligations under this Agreement. In addition, the Closing Date may be extended, at Atherton's option, for a reasonable period of time specified by Atherton, to allow any such Atherton Condition Precedent to be satisfied, subject to Atherton's further right to terminate this Agreement upon the expiration of the period of any such extension if all such Atherton Conditions Precedent have not been satisfied.

2.6. San Francisco's Conditions to Closing.

The following are conditions precedent to San Francisco's obligation to complete the exchange of Easements contemplated in this Agreement (collectively, "**San Francisco Conditions Precedent**"):

(a) As of the Closing Date there shall be no litigation or administrative agency or other governmental proceeding, pending or threatened, which after the Closing could materially adversely affect the ability of San Francisco to use the Exclusive Pipeline Easement Area, Pipeline Maintenance Easement Area, Non-exclusive Pipeline Easement Area, and Laydown Area Easement Area for its intended use.

(b) Escrow Holder shall be committed at the Closing to issue San Francisco's Title Policy, as defined in **Section 3** [Condition of Title], to San Francisco.

(c) The transactions contemplated by this Agreement shall have been approved by all applicable San Francisco departments and agencies, including, without limitation, the Public Utilities Commission, at their respective sole discretion, no later than sixty (60) days after Atherton executes and delivers this Agreement to San Francisco.

(d) The San Francisco's Mayor and the Board of Supervisors, at the sole discretion of each, shall have enacted a resolution or ordinance approving and authorizing this Agreement, within ninety (90) days after Atherton executes and delivers this Agreement to San Francisco ("**San Francisco's Approval Resolution**").

(e) Atherton shall have delivered the items described in **Section 2.3** [Atherton's Deposits into Escrow].

The San Francisco Conditions Precedent contained in the foregoing subsections (a) through (e) are solely for San Francisco's benefit. If any such condition is not satisfied, San Francisco shall have the right at its sole discretion either to waive in writing the San Francisco Condition Precedent in question and proceed with the purchase (provided that the San Francisco Conditions Precedent described in items (c) and (d) above may not be waived except insofar as San Francisco elects to extend the deadline for satisfying such item) or, in the alternative, terminate this Agreement. The waiver of any San Francisco Condition Precedent shall not relieve Atherton of any liability or obligation with respect to any of Atherton's representations, warranties, covenants, or obligations arising under this Agreement. In addition, the Closing Date may be extended, at San Francisco's option, for a reasonable period of time specified by San Francisco, to allow any such San Francisco Condition Precedent to be satisfied, subject to San Francisco's further right to terminate this Agreement upon the expiration of the period of any such extension if all such San Francisco Conditions Precedent have not been satisfied.

2.7. Closing Instructions.

At Closing, provided all the conditions to the Parties' obligations have been satisfied or waived as provided and permitted by this Agreement, Escrow Holder shall perform the following acts in the following order:

(a) Perform such acts as are necessary in order to insure title to the Exclusive Pipeline Easement, Pipeline Maintenance Easement, Non-exclusive Pipeline Easement, and Laydown Area Easement vested in San Francisco, subject only to San Francisco's Accepted Conditions of Title, as defined in **Section 3.1(b)** [Atherton Land], including recording any deed of reconveyance, subordination agreement, or other documentation as specified in supplemental escrow instructions (if any) submitted by San Francisco and Atherton before Closing.

(b) Perform such acts as are necessary in order to insure title to the Existing Pipeline Easement vested in Atherton subject only to Atherton's Accepted Conditions of Title, as defined in **Section 3.2(b)** [Atherton Land], including recording any deed of reconveyance, subordination agreement, or other documentation as specified in supplemental escrow instructions (if any) submitted by Atherton and San Francisco before Closing.

- (c) Record the Deeds in the Office of the County's Recorder and obtain endorsed copies thereof for each Party;
- (d) Issue San Francisco's Title Policy to San Francisco;
- (e) Issue Atherton's Title Policy to Atherton; and
- (f) Deliver to the appropriate Party any other documents, instruments, and sums required by this Agreement, including Atherton's Approval Resolution to San Francisco and San Francisco's Approval Resolution to Atherton.

As soon as reasonably practicable after the Closing, Escrow Agent shall prepare a final accounting and closing statement for this transaction and send a copy to each Party.

2.8. Remedies.

If the exchange of the Easements is not consummated because of a default under this Agreement on the part of one of the Parties or if a Condition Precedent cannot be fulfilled because a Party frustrated such fulfillment by some affirmative act or negligent omission, the other Party may, at its sole election, either (1) terminate this Agreement by delivery of notice of termination to the defaulting Party, whereupon the defaulting Party shall pay to the non-defaulting Party any title, escrow, legal, and inspection fees incurred by such non-defaulting Party and shall pay any escrow cancellation charges, and neither Party shall have any further rights or obligations under this Agreement, or (2) continue this Agreement pending the non-defaulting Party's action for specific performance and/or damages under this Agreement, including, without limitation, the non-defaulting Party's costs and expenses incurred in connection with the transactions contemplated by this Agreement.

3. CONDITION OF TITLE

3.1. Atherton Land.

(a) At the Closing, Atherton shall convey to San Francisco marketable and insurable title to the Exclusive Pipeline Easement, Pipeline Maintenance Easement, Non-exclusive Pipeline Easement, and Laydown Area Easement, by the duly executed and acknowledged Atherton Deeds, free and clear of all exceptions, liens, and encumbrances except solely for San Francisco's Accepted Conditions of Title (as defined in **Section 3.1(b)** below).

(b) Delivery of title in accordance with **Section 3.1(a)** shall be conclusively evidenced by the commitment of Chicago Title Company to issue to San Francisco a CLTA owner's policy of title insurance ("**San Francisco's Title Policy**") in the amount of \$50,000 for each of the Exclusive Pipeline Easement, the Pipeline Maintenance Easement, the Non-exclusive Pipeline Easement, and the Laydown Area Easement, insuring title to the land subject to each such easement in Atherton free of the liens of any and all deeds of trust, mortgages, and all other exceptions, liens, and encumbrances except solely for San Francisco's Accepted Conditions of Title. San Francisco's Title Policy shall contain such special endorsements as San Francisco may reasonably request. With respect to the Exclusive Pipeline Easement through Atherton (portion of APN 060-321-170), "**San Francisco's Accepted Conditions of Title**" shall mean only (i) the lien

of real property taxes, not yet delinquent; and (ii) exceptions numbered __ through __ in the preliminary title report dated _____, 2018, bearing Title No. _____, attached as **Exhibit F-1**. With respect to the Pipeline Maintenance Easement through Atherton (portions of APN 060-321-170 and APN 060-321-160), “**San Francisco’s Accepted Conditions of Title**” shall mean only (i) the lien of real property taxes, not yet due or payable; and (ii) exceptions numbered __ through __ in the preliminary title report dated _____, 2018, bearing Title No. _____, attached as **Exhibit F-2**. With respect to the Non-exclusive Pipeline Easement in portions of Fair Oaks Lane, Ashfield Road, and Dinkelspiel Station Lane in Atherton, “**San Francisco’s Accepted Conditions of Title**” shall mean only (i) the lien of real property taxes, not yet due or payable; and (ii) exceptions numbered __ through __ in the preliminary title report dated _____, 2018, bearing Title No. _____, attached as **Exhibit F-3**. With respect to the Laydown Area Easement in Atherton (portions of APN 060-321-130 and APN 060-321-010), “**San Francisco’s Accepted Conditions of Title**” shall mean only (i) the lien of real property taxes, not yet due or payable; and (ii) exceptions numbered __ through __ in the preliminary title report dated _____, 2018, bearing Title No. _____, attached as **Exhibit F-4**.

3.2. San Francisco Land

(a) At the Closing, San Francisco shall convey to Atherton all of San Francisco’s interests to the portions of Atherton-owned real property currently subject to the Existing Pipeline Easement by the duly executed and acknowledged Quitclaim Deed, free and clear of all exceptions, liens, and encumbrances except solely for Atherton’s Accepted Conditions of Title (as defined in **Subsection 3.2(b)**).

(b) Delivery of title in accordance with **Subsection 3.2(a)** shall be conclusively evidenced by the commitment of Chicago Title Company to issue to Atherton a CLTA owner’s policy of title insurance (“**Atherton’s Title Policy**”) in the amount of \$50,000, insuring title to the Existing Pipeline Easement in Atherton free of the liens of any and all deeds of trust, mortgages, and all other exceptions, liens, and encumbrances except solely for Atherton’s Accepted Conditions of Title. “**Atherton’s Accepted Conditions of Title**” shall mean only (i) the lien of real property taxes, not yet delinquent; and (ii) exceptions numbered __ through __ in the preliminary title report dated _____, 2018, bearing Title _____, attached as **Exhibit G**. Atherton’s Title Policy shall contain such special endorsements as Atherton may reasonably request.

4. REPRESENTATION AND WARRANTIES

4.1. Atherton’s Representations and Warranties.

Atherton makes to San Francisco the following representations and warranties, each of which is material, is being relied upon by San Francisco, and shall survive the Closing and recording of the Atherton Deeds:

(a) **Signing Authority.** Atherton and the signatories to this Agreement and each of the Atherton Deeds represent and warrant that upon obtaining Atherton’s Approval Resolution described in **Section 2.5**, the signatories to this Agreement and each of the Atherton

Deeds are authorized to enter into this Agreement to convey the Exclusive Pipeline Easement, Pipeline Maintenance Easement, Non-exclusive Pipeline Easement, and Laydown Area Easement and no other authorizations are required to implement this Agreement on behalf of Atherton.

(b) **No Leases.** There are now, and will be at the Closing, no oral or written leases, occupancy agreements, licenses, or easements affecting the Exclusive Pipeline Easement Area, Pipeline Maintenance Easement Area, Non-exclusive Pipeline Easement Area, and Laydown Area Easement Area or that would affect San Francisco's access to or use of the Exclusive Pipeline Easement Area, Pipeline Maintenance Easement Area, Non-exclusive Pipeline Easement Area, and Laydown Area Easement Area.

(c) **No Impediments to Use.** Atherton knows of no facts nor has Atherton failed to disclose any fact that would prevent San Francisco from using the Exclusive Pipeline Easement, Pipeline Maintenance Easement, Non-exclusive Pipeline Easement, and Laydown Area Easement after Closing in the normal manner in which each is intended.

(d) **No Lawsuits.** There are no lawsuits or proceedings pending or, to the best of Atherton's knowledge, threatened against or affecting Atherton, Atherton's real property, or its use that would affect Atherton's ability to consummate the exchange contemplated by this Agreement or San Francisco's use and enjoyment of the Exclusive Pipeline Easement, Pipeline Maintenance Easement, Non-exclusive Pipeline Easement, and Laydown Area Easement after the Closing.

4.2. San Francisco's Representation and Warranties.

San Francisco makes to Atherton the following representations and warranties, each of which is material, is being relied upon by Atherton, and shall survive the Closing and recording of the Quitclaim Deed:

(a) **Authority.** Upon obtaining the approvals described in **Sections 2.6(c) and (d)**, San Francisco will have the full right, power, and authority to enter into this Agreement and to perform the transactions contemplated by this Agreement, and that no other authorizations are required to implement the exchange of the Easements on San Francisco's behalf.

(b) **No Leases.** To the best of San Francisco's knowledge, there are now, and will be at the Closing, no oral or written leases, occupancy agreements, licenses, or easements affecting the Existing Pipeline Easement Area or that would affect Atherton's access to or use of the Existing Pipeline Easement Area.

(c) **No Impediments to Use.** To the best of San Francisco's knowledge, there are no facts that would prevent Atherton from using the Existing Pipeline Easement Area after Closing in the normal manner in which it is intended.

(d) **No Lawsuits.** There are no lawsuits or proceedings pending or, to the best of San Francisco's knowledge, threatened against or affecting San Francisco, the Existing Pipeline Easement Area, or its use that would affect Atherton's ability to consummate the exchange contemplated by this Agreement or Atherton's use and enjoyment of the Existing Pipeline Easement Area after the Closing.

For the purposes of such representations, the phrase “to the best of San Francisco’s knowledge” shall mean, at the time of the applicable representation, the actual knowledge of Rosanna Russell, who serves as the SFPUC’s Director of Real Estate, after due and appropriate inquiry.

5. PAYMENTS OF COSTS

5.1. San Francisco’s Expenses.

San Francisco shall pay at the Closing **(i)** one-half of the escrow fees; **(ii)** the recording fees for the Exclusive Pipeline Easement Deed, Pipeline Maintenance Easement Deed, Non-exclusive Pipeline Easement Deed, and Laydown Area Easement Deed; **(iii)** title insurance charges for San Francisco's Title Policy; and **(iv)** the costs incurred in connection with the prepayment or satisfaction of any loan, bond, or other indebtedness secured in whole or part by the Existing Pipeline Easement Area including, without limitation, any prepayment or delinquency fees, penalties or charges, and any delinquent taxes that may have become a lien against the San Francisco Land.

5.2. Atherton’s Expenses.

Atherton shall pay at the Closing **(i)** one-half of the escrow fees; **(ii)** the recording fees for the Quitclaim Deed; **(iii)** title insurance changes for Atherton's Title Policy, if any; and **(iv)** all costs incurred in connection with the prepayment or satisfaction of any loan, bond or other indebtedness secured in whole or part by the Exclusive Pipeline Easement Area, Pipeline Maintenance Easement Area, Non-exclusive Pipeline Easement Area, and Laydown Area Easement Area including, without limitation, any prepayment or delinquency fees, penalties or charges. Atherton shall also pay any delinquent taxes that may have become a lien against the Atherton Land.

5.3. Other Expenses.

Any other costs and charges of the escrow not otherwise provided for above in this Section or elsewhere in this Agreement shall be allocated in accordance with the closing customs for the County, as determined by Escrow Holder.

6. “AS-IS” CONVEYANCE; PROPERTY INFORMATION

Except as specifically otherwise set forth in this Agreement and/or the Deeds, both Parties are acquiring the respective real property interests on an “As-Is” basis, without warranties, express or implied, regarding the physical condition of the property, and are relying on their own inspections of the respective properties to be conveyed to each Party,

7. MISCELLANEOUS PROVISIONS

7.1. Choice of Law; San Francisco Charter.

The internal laws of the State of California, regardless of any choice of law principles, shall govern the validity of this Agreement, the construction of its terms and the interpretation

of the rights and duties of the Parties. There shall be no obligation for the payment of money by San Francisco under this Agreement unless San Francisco's Controller first certifies, pursuant to Section 3.105 of San Francisco's Charter, that then: is a valid appropriation from which the expenditure may be made and that unencumbered funds are available from the appropriation to pay the expenditure.

7.2. Amendment.

Except as otherwise provided herein, this Agreement may be amended or modified only by a written instrument executed by San Francisco and Atherton.

7.3. Rights Cumulative.

Each and all of the Parties' various rights, powers, and remedies shall be considered to be cumulative with and in addition to any other rights, powers, and remedies which the parties may have at law or in equity in the event of the breach of any of the terms of this Agreement. The exercise or partial exercise of any right, power, or remedy shall neither constitute the exclusive election thereof nor the waiver of any other right, power, or remedy available to such Party.

7.4. Notice.

Whenever any Party desires or is required to give any notice, demand, or request with respect to this Agreement (or any exhibit hereto), each such communication shall be in writing and transmitted by United States mail, registered or certified and return receipt requested, with proper postage prepaid, or by Federal Express or other reliable, private messenger, courier, or other delivery service that provides confirmation of delivery and addressed as follows:

San Francisco:

To: San Francisco Public Utilities Commission
525 Golden Gate Ave, 10th Floor
San Francisco, California 94102
Attention: Real Estate Director

With Copy to: Richard Handel, Deputy City Attorney
Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4682

Atherton:

To: Town of Atherton
Town Center Project Team
91 Ashfield Road
Atherton, California 94027
Attn: George Rodericks, City Manager

A correctly addressed notice transmitted by one of the foregoing methods shall be deemed received upon the confirmed date of delivery, attempted delivery, or rejected delivery, whichever occurs

first. Neither Party may give official or binding notice by telephone, facsimile, or mail. The effective time of a notice shall not be affected by the delivery, prior to delivery of the original, of telephonic notice or an emailed or faxed copy of the notice. Either Party may from time to time, by notice in writing served upon the other as aforesaid, designate a different mailing address or a different person to which such notices or demands are thereafter to be addressed or delivered. Nothing contained in this Agreement shall excuse either Party from giving oral notice to the other when prompt notification is appropriate, but any oral notice given shall not satisfy the requirements provided in this Section.

7.5. Severability.

If any of the provisions of this Agreement are held to be void or unenforceable by or as a result of a determination of any court of competent jurisdiction, the decision of which is binding upon the Parties, such determination shall not result in the nullity or unenforceability of the remaining portions of this Agreement. If possible, the Parties shall replace such void or unenforceable provisions with provisions that will achieve the economic, business, and other purposes of the void or unenforceable provisions.

7.6. Counterparts.

This Agreement may be executed in separate identical counterparts, each of which shall be deemed as an original, and when executed, separately or together, shall constitute a single original instrument, effective in the same manner as if the Parties had executed one and the same copy.

7.7. Waiver.

No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or be construed as, a further or continuing waiver of any such term, provision, or condition or as a waiver of any other term, provision, or condition of this Agreement.

7.8. Entire Agreement.

This Agreement (including all of the attached exhibits, which are incorporated into this Agreement by reference) is intended by the Parties to be the final expression of their agreement with respect to the subject matter of this Agreement, embodies the entire agreement and understanding between the Parties; constitutes a complete and exclusive statement of the terms and conditions of such agreement; and it may not be contradicted by evidence of any prior or contemporaneous correspondence, conversations, negotiations, agreements, or understandings relating to the same subject matter.

7.9. Time of the Essence.

Time is of the essence of each provision of this Agreement in which time is an element.

7.10 Survival of Covenants.

All covenants of Atherton or San Francisco which are expressly intended hereunder to be performed in whole or in part after the Closing, and all representations and warranties by either Party to the other, shall survive the Closing (or, to the extent the context requires, any termination of this Agreement) and be binding upon and inure to the benefit of the respective Parties and their respective heirs, successors, and permitted assigns. All representations and warranties by the respective Parties contained herein or made in writing pursuant to this Agreement are intended to be, and shall remain, true and correct as of the Closing and shall be deemed to be material.

7.11 Assignment.

Except as expressly permitted herein, neither Party to this Agreement shall assign its rights or obligations under this Agreement to any third party without the prior written approval of the other Party, which shall not be unreasonably withheld or delayed.

7.12. Further Documents and Acts.

Each of the Parties agrees to execute and deliver such further documents and perform such other acts as may be reasonably necessary to carry out the provisions of this Agreement and the Parties' intentions.

7.13. Captions.

Captions are provided herein for convenience only and they form no part of this Agreement and are not to serve as a basis for interpretation or construction of this Agreement, nor as evidence of the Parties' intention.

7.14. Pronouns and Gender.

In this Agreement, if it be appropriate, the use of the singular shall include the plural, and the plural shall include the singular, and the use of any gender shall include all other genders as appropriate.

7.15. Brokers.

Each Party represents to the other that it has not had any contact or dealings regarding the Easements or the subject matter of this transaction, through any licensed real estate broker or other person who could claim a right to a commission or finder's fee in connection with the conveyance of any easement contemplated herein. In the event that any broker, agent, or finder perfects a claim for a commission or finder's fee based upon any such contact, dealings, or communication, the Party through whom the broker, agent, or finder makes his or her claim shall be responsible for such commission or fee and shall indemnify and hold harmless the other Party from all claims, costs, and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by the indemnified Party in defending against the same. The provisions of this paragraph shall survive the Closing.

7.16. Attorneys' Fees.

If either Party commences an action against the other or a dispute arises under this Agreement, the prevailing Party shall be entitled to recover from the other Party reasonable attorneys' fees and costs, including with respect to appeals, mediations, arbitrations, and bankruptcy proceedings. For purposes of this Agreement, reasonable attorneys' fees of San Francisco's Office of the San Francisco Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the San Francisco Attorney's services were rendered who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the San Francisco Attorney.

7.17. Non-Liability of San Francisco Officials, Employees, and Agents.

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

7.18. Effective Date.

This Agreement shall become effective on the date (the "**Effective Date**") when all of the following shall have occurred: (a) San Francisco's Board of Supervisors and Mayor shall have enacted a resolution or an ordinance approving and authorizing this Agreement; (b) Atherton's City Council shall have duly adopted a resolution approving this Agreement; and (c) both Parties shall have executed and delivered the Agreement.

7.19. Relationship of Parties.

The Parties are not, and none of the provisions in this Agreement shall be deemed to render the Parties, partners, or joint venturers or members in any joint enterprise with one another. Neither Party shall act as the agent of the other Party in any respect with regards to this Agreement or the transactions contemplated by this Agreement. This Agreement is not intended nor shall it be construed to create any third-party beneficiary rights in any third party, unless otherwise expressly provided.

7.20 Sunshine Ordinance.

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

submitted to the San Francisco in connection with this Agreement.

7.21 Tropical Hardwood and Virgin Redwood Ban.

Pursuant to §804(b) of the San Francisco Environment Code, San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product. Except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code, neither Atherton nor any of its contractors shall use any tropical hardwood, tropical hardwood wood products, virgin redwood, or virgin redwood wood products in its performance under this Agreement.

7.22 Nondiscrimination.

In the performance of this Agreement, Atherton shall not discriminate against any employee, subcontractor, applicant for employment with Atherton, 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.

[Signatures on following page]

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

CITY AND COUNTY OF SAN FRANCISCO,
a California municipal corporation

TOWN OF ATHERTON,
a California municipal corporation

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

By: _____
George Rodericks
City Manager
Town of Atherton

Dated: _____, 2018

Dated: _____, 2018

Authorized by San Francisco Public Utilities
Commission, Resolution No. _____

Authorized by _____,
Resolution No. _____

By: _____
Commission Secretary

By: _____

Adopted _____, 2018

Name: _____

Title: _____

Adopted _____, 2018

APPROVED AS TO FORM
Dennis Herrera, City Attorney

APPROVED AS TO FORM

By: _____
Richard Handel, Deputy City Attorney

By: _____
William B. Conners, City Attorney

EXHIBITS

Exhibit A – Maps

Exhibit A-1 – Depiction of Pipeline Alignment Through Atherton

Exhibit A-2 – Depiction of Project Area

Exhibit B – Existing Agreements

Exhibit B-1 – 1937 Permit From Atherton To San Francisco

Exhibit B-2 – Pipeline Easement

Exhibit C – Depiction of Proposed New Easements

Exhibit D –

Table D-1 – Table Of Real Estate Interests In Atherton-Owned Parcels To Be Transferred To San Francisco Pursuant To Agreement To Exchange Interests In Real Property

Exhibit D-1 – Form of Exclusive Pipeline Easement Deed

Exhibit D-2 – Form of Pipeline Maintenance Easement Deed

Exhibit D-3 – Form of Non-exclusive Pipeline Easement Deed

Exhibit D-4 – Form of Laydown Area Easement Deed

Exhibit E –

Table E-1 – Real Estate Interests Owned by San Francisco to be Quitclaimed Pursuant to Quitclaim Deed

Exhibit E-1 – Form of Quitclaim Deed

Exhibit F – San Francisco's Accepted Conditions of Title (Preliminary Title Reports)

Exhibit G – Atherton's Accepted Conditions of Title (Preliminary Title Report)

ESCROW HOLDER'S ACKNOWLEDGMENT

Escrow Holder agrees to act as escrow holder in accordance with the terms of this Agreement. Escrow Holder's failure to execute below shall not invalidate the Agreement between San Francisco and Atherton.

ESCROW HOLDER:

CHICAGO TITLE COMPANY

By: _____

[Signature]

Name: _____

[Print Name]

Its: _____

Date: _____

DRAFT

EXHIBIT A

MAPS

DRAFT

EXHIBIT A-1

DEPICTION OF PIPELINE ALIGNMENT THROUGH AHERTON

[attached]

DRAFT

EXHIBIT A-2

DEPICTION OF PROJECT AREA

[attached]

DRAFT

EXHIBIT B

EXISTING AGREEMENTS

DRAFT

EXHIBIT B-1

1937 PERMIT FROM ATHERTON TO SAN FRANCISCO

[attached]

DRAFT

EXHIBIT B-2

PIPELINE EASEMENT

[attached]

DRAFT

EXHIBIT C

DEPICTION OF PROPOSED NEW EASEMENTS

[attached]

DRAFT

EXHIBIT D

TABLE D-1 – TABLE OF REAL ESTATE INTERESTS IN ATHERTON-OWNED PARCELS TO BE TRANSFERRED TO SAN FRANCISCO PURSUANT TO AGREEMENT TO EXCHANGE INTERESTS IN REAL PROPERTY

EASEMENT DEEDS FORMS

EXHIBIT D-1 – Form of Exclusive Pipeline Easement Deed

EXHIBIT D-2 – Form of Pipeline Maintenance Easement Deed

EXHIBIT D-3 – Form of Non-exclusive Pipeline Easement Deed

EXHIBIT D-4 – Form of Laydown Area Easement Deed

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TABLE D-1

REAL ESTATE INTERESTS IN ATHERTON-OWNED PARCELS TO BE TRANSFERRED TO SAN FRANCISCO PURSUANT TO EASEMENT AGREEMENT

Interest to Be Conveyed to San Francisco	San Mateo County Assessor's Parcel Numbers/ Property Description	SFPUC Parcel Number Designation	Easement Purpose
Permanent Exclusive Pipeline Easement (Exclusive Pipeline Easement)	Portions of 060-321-170; Portions of Public ROW	30 Palo Alto Pipeline Right of Way	Water Transmission Pipeline and Appurtenances
Permanent Non-exclusive Surface Easement (Pipeline Maintenance Easement)	Portions of 060-321-170 and 060-321-160 – portions of Fair Oaks Lane, Ashfield Road, and Dinkelspiel Station Lane in Atherton	31 Palo Alto Pipeline Right of Way	Construction staging and general construction operations for pipeline maintenance, repair, replacement, and installation
Permanent Non-exclusive Pipeline Easement (Non-exclusive Pipeline Easement)	Portions of Fair Oaks Lane, Ashfield Road, and Dinkelspiel Station Lane in Atherton	32 Palo Alto Pipeline Right of Way	Water Transmission Pipeline and Appurtenances
Permanent Non-exclusive Surface Easement (Laydown Area Easement)	Portions of 060-321-130 and 060-321-010	33 Palo Alto Pipeline Right of Way	Construction staging and general construction operations

EXHIBIT D-1

FORM OF EXCLUSIVE PIPELINE EASEMENT DEED

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

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

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

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

EASEMENT DEED

(Permanent Exclusive Pipeline Easement)

(Portions of Assessor's Parcel No. 060-321-170 and Portions of Adjacent Public Right of Way)

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, pursuant to this Easement Deed (this "**Deed**"), the TOWN OF ATHERTON, a California municipal corporation ("**Grantor**"), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**Grantee**"), a permanent exclusive easement (the "**Easement**") in, under, and across that certain real property ("**Grantor's Property**") located in the Town of Atherton, County of San Mateo, State of California, described in the attached **Exhibit 1** and depicted on the attached **Exhibit 2** (the "**Easement Area**").

1. Nature of Easement. The Easement is a perpetual easement for purposes of access to, and the construction, reconstruction, removal, replacement, maintenance, repair, operation, inspection, and use of, one or more pipelines with all necessary braces, connections, valves, outlets, fastenings and other appliances and fixtures (collectively the "**Facilities**") in, under, and across the Easement Area. The Easement includes the right of ingress and egress to the Easement Area across adjacent lands of Grantor over any available roadways, or such routes as may be agreed upon, to the extent Grantor has rights to grant such rights, and to the extent necessary for the convenience of Grantee in the enjoyment of its rights under this Deed. Grantee's rights under this Deed may be exercised by its agents, contractors, subcontractors, suppliers, consultants, employees, licensees, invitees, or representatives (collectively, "**Agents**").

2. Grantor's Use. Grantor reserves the right to pave and landscape or make such other use of the lands included within the Easement Area that is consistent with Grantee's use; however, such use by Grantor shall not include the planting of trees or construction of permanent structures, including, but not limited to, buildings, outbuildings, swimming pools, tennis courts, retaining walls, decks, patios, or other architectural structures within or over the Easement Area, or any other activity that would endanger or harm Grantee's Facilities or that would interfere with Grantee's full enjoyment of the Easement.

3. Maintenance of Improvements. Grantee shall be solely responsible for repairing and maintaining all of Grantee's Facilities placed in, on, or under the Easement Area in good, safe, and secure condition, and Grantor shall have no duty whatsoever for any repair or maintenance of Grantee's Facilities. Subject to Section 5 below, Grantor shall maintain the surface of the Easement Area, provided that any damage, subsidence, or other injury to the Easement Area to the extent resulting from the presence of Grantee's Facilities shall be remedied or repaired promptly by Grantee.

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

Grantee:

To: San Francisco Public Utilities Commission
525 Golden Gate Avenue, 10th Floor
San Francisco, California 94103
Attention: Real Estate Director
Phone No.: (415) 487-5210

With a copy to:

Richard Handel, Deputy City Attorney
Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4682

Grantor:

To: Town of Atherton
Civic Center Project Team
Attn: City Manager
93 Station Lane
Atherton, CA 94027
Phone No.: (650) ____ - ____

with a copy to:

[Atherton Attorney Info]
Attn:
Address
City, State, Zip
Phone No.: (650) ____ - ____

A properly addressed notice transmitted by one of the foregoing methods shall be deemed received upon confirmed delivery, attempted delivery, or rejected delivery. Any telephone numbers, facsimile numbers, or e-mail addresses that may be provided from one Party to the other are for convenience of communication only; neither Party may give official or binding notice by telephone, facsimile, or by email.

5. Maintenance and Repairs. During the term of the Easement, Grantee shall be responsible, at its expense, to repair and maintain the Easement Area only as to wear and tear caused by the proportionate use of the Easement Area by Grantee and its Agents, and not wear and tear caused by use of the Easement Area by others. To the extent that any portion of Grantor's Property is damaged by Grantee or its Agents in the exercise of Grantee's rights under this Deed, Grantee shall repair such damage or replace the damaged item, or at Grantee's election and with Grantor's consent, shall compensate Grantor for the damage.

6. Indemnity. Grantee shall indemnify, defend, and hold Grantor harmless from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages, and liabilities of any kind (collectively, “**Losses**”), arising directly out of any activity by Grantor or its Agents pursuant to this Deed or any breach of Grantee’s obligations under this Deed, except to the extent of Losses caused by the negligence or willful misconduct of Grantor or Grantor’s authorized representatives, and except for Losses resulting from the discovery of pre-existing conditions discovered (and not caused) by any activities undertaken by Grantee or its Agents pursuant to this Deed.

7. Run with the Land. The provisions of this Easement Deed shall run with the land, burden the Easement Areas, and bind and inure to the benefit of the respective successors and assigns of Grantee and Grantor. In the event Grantor sells, conveys, or assigns any property interest encumbered by the Agreement, Grantor shall notify the successor or assignee of the rights and obligations of both Parties as stated herein.

8. Exhibits. The Exhibits referenced in this Deed are attached to and made a part of this Deed.

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

[Remainder of page intentionally left blank.]

Executed as of this ____ day of _____, 2018.

GRANTOR:

TOWN OF ATHERTON, a California
municipal corporation

By: _____

Date: _____, 2018

By: _____

Date: _____, 2018

ACCEPTED:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____

John Updike
Director of Property

PUC Resolution: _____

Dated: _____

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____

Richard Handel, Deputy City Attorney

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

State of California)
) ss
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed dated _____, from the Grantor to the City and County of San Francisco, is hereby accepted pursuant to Board of Supervisors' Resolution No. 18110 Series of 1939, approved August 7, 1957, and Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____

JOHN UPDIKE
Director of Property

DRAFT

EXHIBIT 1 TO

EXCLUSIVE PIPELINE EASEMENT DEED

[Attach Legal Description of Grantor's Property]

DRAFT

EXHIBIT 2 TO

EXCLUSIVE PIPELINE EASEMENT DEED

[Attach Depiction of Easement Area]

DRAFT

EXHIBIT D-2

FORM OF PIPELINE MAINTENANCE EASEMENT DEED

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

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

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

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

EASEMENT DEED

(Permanent Non-exclusive Surface Easement)

(Portions of Assessor's Parcel Nos. 060-321-170 and 060-321-160 and Portions of Fair Oaks Lane, Ashfield Road, and Dinkelspiel Station Lane in Atherton, California)

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, pursuant to this Easement Deed (this “**Deed**”), the TOWN OF ATHERTON, a California municipal corporation (“**Grantor**”), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“**Grantee**”), a permanent, non-exclusive easement (the “**Easement**”) in, on, and across that certain real property (“**Grantor’s Property**”) located in the Town of Atherton, County of San Mateo, State of California, described in the attached **Exhibit 1** and depicted on the attached **Exhibit 2** (the “**Easement Area**”).

1. Nature of Easement. The Easement is a perpetual easement for purposes of access, construction staging, and general construction operations related to the reconstruction, removal, replacement, maintenance, repair, operation, inspection, and use of Grantee’s pipeline(s) situated within Grantee’s pipeline easement that is located adjacent and parallel to the Easement Area. The Easement includes the right of ingress and egress to the Easement Area across adjacent lands of Grantor over any available roadways, or such routes as may be agreed upon, to the extent Grantor has rights to grant such rights, and to the extent necessary for the convenience of Grantee in the enjoyment of its rights under this Deed. Grantee’s rights under this Deed may be exercised by its agents, contractors, subcontractors, suppliers, consultants, employees, licensees, invitees, or representatives (collectively, “**Agents**”).

2. Grantor’s Use. Grantor reserves the right to pave and landscape and make such other use of the lands included within the Easement Area (inclusive of allowing other parties use such lands) that is consistent with Grantee’s use; however, such use by Grantor or any third party shall not include the planting of trees or construction of permanent structures, including,

but not limited to, buildings, outbuildings, swimming pools, tennis courts, retaining walls, decks, patios, or other concrete architectural structures within or over the Easement Area, or any other activity that would interfere with Grantee's full enjoyment of the Easement.

3. Maintenance. Subject to Section 5 below, Grantor shall be solely responsible for maintaining the surface of the Easement Area and repairing and maintaining all of Grantor's improvements placed in, on, or under the Easement Area in good, safe, and secure condition, and Grantee shall have no duty whatsoever for any repair or maintenance of Grantor's improvements.

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

Grantee:

To: San Francisco Public Utilities Commission
525 Golden Gate Avenue, 10th Floor
San Francisco, California 94103
Attention: Real Estate Director
Phone No.: (415) 487-5210

With a copy to:

Richard Handel, Deputy City Attorney
Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4682

Grantor:

To: Town of Atherton
Civic Center Project Team
Attn: City Manager
93 Station Lane
Atherton, CA 94027
Phone No.: (650) ____ - ____

with a copy to:

[Atherton Attorney Info]
Attn:
Address
City, State, Zip
Phone No.: (650) ____ - ____

A properly addressed notice transmitted by one of the foregoing methods shall be deemed received upon confirmed delivery, attempted delivery, or rejected delivery. Any telephone numbers, facsimile numbers, or e-mail addresses that may be provided from one Party to the other are for convenience of communication only; neither Party may give official or binding notice by telephone, facsimile, or by email.

5. Maintenance and Repairs. During the term of the Easement, Grantee shall be responsible, at its expense, to repair and maintain the Easement Area only as to wear and tear caused by the proportionate use of the Easement Area by or on behalf of Grantee, and not wear and tear caused by use of the Easement Area by others. To the extent that any portion of

Grantor's Property or improvements are damaged by Grantee or its Agents in the exercise of Grantee's rights under this Deed, Grantee shall repair such damage or replace the damaged item, or at Grantee's election and with Grantor's consent, shall compensate Grantor for the damage.

6. Indemnity. Grantee shall indemnify, defend, and hold Grantor harmless from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages, and liabilities of any kind (collectively, "**Losses**"), arising directly out of any activity by Grantor or its Agents pursuant to this Deed or any breach of Grantee's obligations under this Deed, except to the extent of Losses caused by the negligence or willful misconduct of Grantor or Grantor's authorized representatives, and except for Losses resulting from the discovery of pre-existing conditions discovered (and not caused) by any activities undertaken by Grantee or its Agents pursuant to this Deed.

7. Run with the Land. The provisions of this Easement Deed shall run with the land, burden the Easement Area, and bind and inure to the benefit of the respective successors and assigns of Grantee and Grantor. In the event Grantor sells, conveys, or assigns any property interest encumbered by the Agreement, Grantor shall notify the successor or assignee of the rights and obligations of both Parties as stated herein.

8. Exhibits. The Exhibits referenced in this Deed are attached to and made a part of this Deed.

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

[Remainder of page intentionally left blank.]

Executed as of this ____ day of _____, 2018.

GRANTOR:

TOWN OF ATHERTON, a California
municipal corporation

By: _____

Date: _____, 2018

By: _____

Date: _____, 2018

ACCEPTED:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____

John Updike
Director of Property

PUC Resolution: _____

Dated: _____

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____

Richard Handel, Deputy City Attorney

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed dated _____, from the Grantor to the City and County of San Francisco, is hereby accepted pursuant to Board of Supervisors' Resolution No. 18110 Series of 1939, approved August 7, 1957, and Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____

JOHN UPDIKE
Director of Property

DRAFT

EXHIBIT 1 TO

PIPELINE MAINTENANCE EASEMENT DEED

[Attach Legal Description of Grantor's Property]

DRAFT

EXHIBIT 2 TO

PIPELINE MAINTENANCE EASEMENT DEED

[Attach Depiction of Easement Area]

DRAFT

EXHIBIT D-3

FORM OF NON-EXCLUSIVE PIPELINE EASEMENT DEED

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

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

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

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

EASEMENT DEED

(Permanent Non-exclusive Pipeline Easement)
(Portions of Fair Oaks Lane, Ashfield Road, and Dinkelspiel Station Lane
in Atherton, California)

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, pursuant to this Easement Deed (this “**Deed**”), the TOWN OF ATHERTON, a California municipal corporation (“**Grantor**”), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“**Grantee**”) non-exclusive utility (the “**Easement**”) in, under, and across that certain real property (“**Grantor’s Property**”) located in the Town of Atherton, County of San Mateo, State of California, described in the attached **Exhibit 1** and depicted on the attached **Exhibit 2** (the “**Easement Area**”).

1. Nature of Easement. The Easement is a perpetual easement for purposes of accessing, constructing, reconstructing, removing, replacing, maintaining, repairing, operating, inspecting and using one or more pipelines with all necessary braces, connections, valves, outlets, fastenings and other appliances and fixtures (collectively the “**Facilities**”) in, under, and across the Easement Area. The Easement includes the right of ingress and egress to the Easement Area across adjacent lands of Grantor over any available roadways, or such routes as may be agreed upon, to the extent Grantor has rights to grant such rights, and to the extent necessary for the convenience of Grantee in the enjoyment of its rights under this Deed. Grantee’s rights under this Deed may be exercised by its agents, contractors, subcontractors, suppliers, consultants, employees, licensees, invitees, or representatives (collectively, “**Agents**”).

2. Grantor’s Use. Grantor reserves the right to pave and landscape and make such other use of the lands included within the Easement Area (inclusive of allowing other parties use such lands) that is consistent with Grantee’s use; however, such use by Grantor or any third party shall not include the planting of trees or construction of permanent structures, including, but not limited to, buildings, outbuildings, swimming pools, tennis courts, retaining walls, decks, patios, or other concrete architectural structures within or over the Easement Area, or any other activity that would interfere with Grantee’s full enjoyment of the Easement.

3. Maintenance of Improvements. Grantee shall be solely responsible for repairing and maintaining all of Grantee’s Facilities placed in, on, or under the Easement Area in good, safe, and

secure condition, and Grantor shall have no duty whatsoever for any repair or maintenance of Grantee's Facilities. Subject to Section 5 below, Grantor shall maintain the surface of the Easement Area, provided that any damage, subsidence, or other injury to the Easement Area to the extent resulting from the presence of Grantee's Facilities shall be remedied or repaired promptly by Grantee.

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

Grantee:

To: San Francisco Public Utilities Commission
525 Golden Gate Avenue, 10th Floor
San Francisco, California 94103
Attention: Real Estate Director
Phone No.: (415) 487-5210

With a copy to:

Richard Handel
Deputy City Attorney
Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4682

Grantor:

To: Town of Atherton
Civic Center Project Team
Attn: City Manager
93 Station Lane
Atherton, CA 94027
Phone No.: (650) ____ - ____

with a copy to:

[Atherton Attorney Info]
Attn:
Address
City, State, Zip
Phone No.: (650) ____ - ____

A properly addressed notice transmitted by one of the foregoing methods shall be deemed received upon confirmed delivery, attempted delivery, or rejected delivery. Any telephone numbers, facsimile numbers, or e-mail addresses that may be provided from one Party to the other are for convenience of communication only; neither Party may give official or binding notice by telephone, facsimile, or by email.

5. Maintenance and Repairs. During the term of the Easement, Grantee shall be responsible, at its expense, to repair and maintain the Easement Area only as to wear and tear caused by the proportionate use of the Easement Area by Grantee and its Agents, and not wear and tear caused by use of the Easement Area by others. To the extent that any portion of Grantor's Property is damaged by Grantee or its Agents in the exercise of Grantee's rights under this Deed, Grantee shall repair such damage or replace the damaged item, or at Grantee's election and with Grantor's consent, shall compensate Grantor for the damage.

6. Indemnity. Grantee shall indemnify, defend, and hold Grantor harmless from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages, and liabilities of any kind (collectively, “**Losses**”), arising directly out of any activity by Grantor or its Agents pursuant to this Deed or any breach of Grantee’s obligations under this Deed, except to the extent of Losses caused by the negligence or willful misconduct of Grantor or Grantor’s authorized representatives, and except for Losses resulting from the discovery of pre-existing conditions discovered (and not caused) by any activities undertaken by Grantee or its Agents pursuant to this Deed.

7. Run with the Land. The provisions of this Easement Deed shall run with the land, burden the Easement Area, and bind and inure to the benefit of the respective successors and assigns of Grantee and Grantor. In the event Grantor sells, conveys, or assigns any property interest encumbered by the Agreement, Grantor shall notify the successor or assignee of the rights and obligations of both Parties as stated herein.

8. Exhibits. The Exhibits referenced in this Deed are attached to and made a part of this Deed.

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

[Remainder of page intentionally left blank.]

Executed as of this ____ day of _____, 2018.

GRANTOR:

TOWN OF ATHERTON, a California
municipal corporation

By: _____

Date: _____, 201_

By: _____

Date: _____, 201_

ACCEPTED:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____

John Updike
Director of Property

PUC Resolution: _____

Dated: _____

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____

Richard Handel, Deputy City Attorney

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed dated _____, from the Grantor to the City and County of San Francisco, is hereby accepted pursuant to Board of Supervisors' Resolution No. 18110 Series of 1939, approved August 7, 1957, and Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____

JOHN UPDIKE
Director of Property

DRAFT

EXHIBIT 1 TO

NON-EXCLUSIVE PIPELINE EASEMENT DEED

[Attach Legal Description of Grantor's Property]

DRAFT

EXHIBIT 2 TO

NON-EXCLUSIVE PIPELINE EASEMENT DEED

[Attach Depiction of Easement Area]

DRAFT

EXHIBIT D-4

FORM OF LAYDOWN AREA EASEMENT DEED

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

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

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

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

EASEMENT DEED

(Permanent Non-exclusive Surface Easement)

(Portions of Assessor's Parcel Nos. 060-321-130 and 060-321-010)

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, pursuant to this Easement Deed (this "**Deed**"), the TOWN OF ATHERTON, a California municipal corporation ("**Grantor**"), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**Grantee**"), a permanent, non-exclusive easement (the "**Easement**") in, on, and across that certain real property ("**Grantor's Property**") located in the Town of Atherton, County of San Mateo, State of California, described in the attached **Exhibit 1** and depicted on the attached **Exhibit 2** (the "**Easement Area**").

1. Nature of Easement. The Easement is a perpetual easement for purposes of construction staging and general construction operations related to the construction, reconstruction, removal, replacement, maintenance, repair, operation, inspection, and use of Grantee's pipeline(s), situated within nearby Grantee's pipeline easements. The Easement includes the right of ingress and egress to the Easement Area across adjacent lands of Grantor over any available roadways, or such routes as may be agreed upon, to the extent Grantor has rights to grant such rights, and to the extent necessary for the convenience of Grantee in the enjoyment of its rights under this Deed. Grantee's rights under this Deed may be exercised by its agents, contractors, subcontractors, suppliers, consultants, employees, licensees, invitees, or representatives (collectively, "**Agents**").

2. Grantor's Use. Grantor reserves the right to pave and landscape and make such other use of the lands included within the Easement Area (inclusive of allowing other parties use such lands) that is consistent with Grantee's use; however, such use by Grantor or any third party shall not include the planting of trees or construction of permanent structures, including, but not limited to, buildings, outbuildings, swimming pools, tennis courts, retaining walls, decks, patios, or other concrete architectural structures within or over the Easement Area, or any other activity that would interfere with Grantee's full enjoyment of the Easement.

3. Maintenance. Subject to Section 5 below, Grantor shall be solely responsible for maintaining the surface of the Easement Area and repairing and maintaining all of Grantor's improvements placed in, on, or under the Easement Area in good, safe, and secure condition, and Grantee shall have no duty whatsoever for any repair or maintenance of Grantor's improvements.

4. Alternate Easement Location. In the event Grantor reasonably determines that the location of the Easement Area unreasonably interferes with Grantor's operation of its adjoining civic center, Grantee will fully and in good faith cooperate with Grantor in its efforts to identify and evaluate the feasibility of relocating the Easement Area to a location mutually acceptable to Grantor and Grantee. Grantee shall fully consider any proposal submitted by Grantor that identifies a preferred alternate location for the Easement Area, and shall respond in writing within ninety (90) days of such submittal with Grantee's proposed procedural terms for completing appropriate operational and environmental review and the submission of any amended easement for consideration and approval by Grantee's Public Utilities Commission and its Mayor and Board of Supervisors. Grantor and Grantee may thereafter enter into an agreement setting forth their respective roles and responsibilities in developing a recommendation for the granting and acceptance of an amended Easement Area to bring to their respective authorizing bodies for consideration and all required or necessary approvals. In its evaluation and consideration of any proposed alternate Easement Area(s) and any associated agreements or instruments, Grantee may consider potential impacts on Grantee's water system facilities, improvements, and operations, including, but not limited to, the proposed size, location, and other physical and operational aspects of the proposed alternate Easement Area and safety and security considerations. Grantee shall have no obligation to pay for an alternate Easement Area and Grantor shall bear all costs associated with any such alternate Easement Area, amendment of this Deed, or any related instruments or agreements, including, but not limited to, the costs of surveying, preliminary title reports, plat map preparation, legal description preparation, environmental review, relocation of improvements, and removal of any encroachments; provided, however, Grantee shall bear its own staff costs associated with evaluating and considering any proposed alternate Easement Area and processing any internal approvals. Notwithstanding the foregoing provisions of this Section 4, Grantee shall have no obligation to approve or consent to an alternate Easement Area unless and until the Grantor and Grantee have each executed and delivered, following all appropriate or required governmental approvals, a final agreement regarding the proposed alternate Easement Area. Grantor will complete all appropriate environmental review that may be required by the California Environmental Quality Act ("CEQA") or other applicable law for any proposed alternate Easement Area. Grantee will review and consider such any such environmental review prepared in connection with any proposed alternate Easement Area. Grantor and Grantee each acknowledge that Grantee shall have no obligation to approve or consent to an alternate Easement Area unless and until there has been complete compliance with CEQA and San Francisco's California Environmental Quality Act Procedures and Fees (San Francisco Administrative Code Chapter 31). Concurrently with the future amendment, if any, of this Deed by Grantor and Grantee, and subject to the prior or concurrent conveyance to Grantee of an alternative Easement Area acceptable to Grantee, Grantee shall quitclaim any and all rights to the original Easement Area conveyed pursuant to this Deed back to Grantor.

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

Grantee:

To: San Francisco Public Utilities Commission
525 Golden Gate Avenue, 10th Floor
San Francisco, California 94103
Attention: Real Estate Director
Phone No.: (415) 487-5210

With a copy to:

Richard Handel
Deputy City Attorney
Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4682

Grantor:

To: Town of Atherton
Civic Center Project Team
Attn: City Manager
93 Station Lane
Atherton, CA 94027
Phone No.: (650) ____ - ____

with a copy to:

[Atherton Attorney Info]
Attn:
Address
City, State, Zip
Phone No.: (650) ____ - ____

A properly addressed notice transmitted by one of the foregoing methods shall be deemed received upon confirmed delivery, attempted delivery, or rejected delivery. Any telephone numbers, facsimile numbers, or e-mail addresses that may be provided from one Party to the other are for convenience of communication only; neither Party may give official or binding notice by telephone, facsimile, or by email.

6. Maintenance and Repairs. During the term of the Easement, Grantee shall be responsible, at its expense, to repair and maintain the Easement Area only as to wear and tear caused by the proportionate use of the Easement Areas by Grantee and its Agents, and not wear and tear caused by use of the Easement Area by others. To the extent that any portion of Grantor's Property is damaged by Grantee or its Agents in the exercise of Grantee's rights under this Deed, Grantee shall repair such damage or replace the damaged item, or at Grantee's election and with Grantor's consent, shall compensate Grantor for the damage.

7. Indemnity. Grantee shall indemnify, defend, and hold Grantor harmless from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages, and liabilities of any kind (collectively, "**Losses**"), arising directly out of any activity by Grantor or its Agents pursuant to this Deed or any breach of Grantee's obligations under this Deed, except to the extent of Losses caused by the negligence or willful misconduct of Grantor or Grantor's authorized representatives, and except for Losses resulting from the discovery of pre-existing conditions discovered (and not caused) by any activities undertaken by Grantee or its Agents pursuant to this Deed.

8. Run with the Land. The provisions of this Easement Deed shall run with the land, burden the Easement Area, and bind and inure to the benefit of the respective successors and assigns of Grantee and Grantor. In the event Grantor sells, conveys, or assigns any property interest

encumbered by the Agreement, Grantor shall notify the successor or assignee of the rights and obligations of both Parties as stated herein.

9. Exhibits. The Exhibits referenced in this Deed are attached to and made a part of this Deed.

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

[Remainder of page intentionally left blank.]

DRAFT

Executed as of this ____ day of _____, 2018.

GRANTOR:

TOWN OF ATHERTON, a California
municipal corporation

By: _____

Date: _____, 2018

By: _____

Date: _____, 2018

ACCEPTED:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____

John Updike
Director of Property

PUC Resolution: _____

Dated: _____

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____

Richard Handel, Deputy City Attorney

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed dated _____, from the Grantor to the City and County of San Francisco, is hereby accepted pursuant to Board of Supervisors' Resolution No. 18110 Series of 1939, approved August 7, 1957, and Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____

JOHN UPDIKE
Director of Property

DRAFT

EXHIBIT 1 TO

LAYDOWN AREA EASEMENT DEED

[Attach Legal Description of Grantor's Property]

DRAFT

EXHIBIT 2 TO

LAYDOWN AREA EASEMENT DEED

[Attach Depiction of Easement Area]

DRAFT

EXHIBIT E

- **REAL ESTATE INTERESTS OWNED BY SAN FRANCISCO TO BE QUITCLAIMED PURSUANT TO QUITCLAIM DEED**
- **FORM OF QUITCLAIM DEED**

DRAFT

TABLE E-1

**REAL ESTATE INTERESTS OWNED BY SAN FRANCISCO TO BE
QUITCLAIMED PURSUANT TO QUITCLAIM DEED**

Interest to Be Quit Claimed	San Mateo County Assessor's Parcel Number	SFPUC Parcel Number Designation	Purpose of Easement
Permanent Pipeline Easement	Portion of 060-321-170	9-B, 7 & 9	Water Transmission Pipelines and Appurtenances
Permanent Non-exclusive Surface Easement	Portion of 060-321-170	9-B, 7 & 9	Ingress and egress, construction staging and general construction operations

EXHIBIT E-1
FORM OF QUITCLAIM DEED

[attached]

DRAFT

RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:

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

MAIL TAX STATEMENTS TO:

Attn: _____

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

QUITCLAIM DEED

(Affects Portion of Assessor's Parcel No. 060-321-170)

FOR VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged, the CITY AND COUNTY OF SAN FRANCISCO, a California municipal corporation (the "**Grantor**"), hereby RELEASES, REMISES AND QUITCLAIMS TO the TOWN OF ATHERTON, a municipal corporation ("**Atherton**"), any and all right, title and interest, Grantor may have in and to the real property located in the County of San Mateo, State of California, described on the attached **Exhibit 1**, which Exhibit is hereby incorporated into, and made a part of, this Deed.

Executed as of this _____ day of _____, 2018.

GRANTOR:

CITY AND COUNTY OF SAN FRANCISCO,
a California municipal corporation

By: _____

Printed Name: _____

Title: _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the foregoing Grant Deed to the Town of Atherton, a municipal corporation, is hereby accepted pursuant to _____, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

TOWN OF ATHERTON,
a municipal corporation

By: _____

[Name]

[Title]

DRAFT

EXHIBIT 1 TO
QUITCLAIM DEED

Legal Description of City's Property

All that real property situated in the Town of Atherton, County of San Mateo, State of California, being more particularly described as follows:

[insert legal description]

DRAFT

EXHIBIT F

SAN FRANCISCO'S ACCEPTED CONDITIONS OF TITLE

DRAFT

EXHIBIT F-1

PRELIMINARY TITLE REPORT

Exclusive Pipeline Easement

[attached]

DRAFT

EXHIBIT F-2

PRELIMINARY TITLE REPORT

Pipeline Maintenance Easement

[attached]

DRAFT

EXHIBIT F-3

PRELIMINARY TITLE REPORT

Laydown Area Easement

[attached]

DRAFT

EXHIBIT F-4

PRELIMINARY TITLE REPORT

Non-exclusive Pipeline Easement

[attached]

DRAFT

EXHIBIT G

ATHERTON'S ACCEPTED CONDITIONS OF TITLE

Preliminary Title Report

Existing Pipeline Easement

[attached]

DRAFT