

Culvert Replacement and Hillside Restoration Reimbursement Agreement Regarding Junipero Serra Park

This Culvert Replacement and Hillside Restoration Reimbursement Agreement Regarding Junipero Serra Park ("**Agreement**"), dated for reference purposes only _____, 2025, is made by and between the CITY AND COUNTY OF SAN FRANCISCO, a California municipal corporation ("**CCSF**") acting by and through its Public Utilities Commission ("**SFPUC**"), CITY OF SAN BRUNO, a California municipal corporation ("**San Bruno**"), and COUNTY OF SAN MATEO, a political subdivision of the State of California ("**County**"). CCSF, San Bruno, and County are collectively referred to in this Agreement as the "**Parties**."

RECITALS

A. CCSF, acting by and through the SFPUC owns and operates a regional water system that serves San Francisco and twenty-seven (27) wholesale water customers located in San Mateo, Santa Clara, and Alameda counties in the Bay Area.

B. CCSF's water system includes the San Andreas Pipelines No. 2 and 3 (collectively, the "**Existing Pipelines**"), which are located in CCSF's right-of-way that is situated in part within an easement (the "**CCSF Easement**") that spans certain lands owned and operated by the County as a public park, known as Junipero Serra Park located at 1801 Crystal Springs Road, in San Bruno, California ("**Junipero Serra Park**"), as shown approximately on the attached **Exhibit A**.

C. CCSF replaced four segments, approximately 6,500 feet, of the San Andreas Pipeline No. 2, in the City of San Bruno ("**SFPUC Project**") including a segment within the CCSF Easement area.

D. During the SFPUC Project, CCSF discovered a leaking stormwater pipe ("**Pipe**") and erosion within the CCSF Easement area and along the Pipe to El Zanjon Creek, shown on attached **Exhibit B** (the area is described in this Agreement as the "**Property**"). The Pipe was located on property owned by the County, and discharges stormwater which drains from one or more catch basin(s) that is/are owned by San Bruno and located within San Bruno's right of way west of Crystal Springs Road.

E. To facilitate construction, the SFPUC Project removed the Pipe and replaced it with a section of new culvert ("**Culvert**") from the upstream inlet on Crystal Springs Road to a point on the slope above El Zanjon Creek. To protect the slope and the Existing Pipelines: (1) the Culvert needs to be extended to El Zanjon Creek ("**Culvert Extension**") and (2) the hillside needs to be restored. The Culvert and the Culvert Extension are referred to in this Agreement collectively as the "**New Culvert**." The hillside restoration component of the Work is referred to as "**Hillside Restoration**." The New Culvert and Hillside Restoration are collectively, the "**Work**". The Work is more particularly described on attached **Exhibit C**. The term "Work" also includes the design and other tasks necessary to implement the Work.

F. The Parties dispute ownership of the Pipe and responsibility for the Work. Solely to settle the dispute and to mitigate further erosion and impact to the Existing Pipelines and to the Property, the Parties have agreed to share the cost of the Work as described below, San Bruno has agreed to own and maintain the New Culvert subject to the conditions below, the County has agreed to maintain the repaired slope, and the Parties have mutually agreed to waive any and all claims against each respective other Party, as of the date of San Bruno's acceptance of the New Culvert, for any damage arising out of or related to the Work or the Pipe occurring prior to San Bruno's acceptance of the New Culvert. The Parties have mutually agreed that SFPUC and the County do not waive any claims against San Bruno for damage occurring after San Bruno's acceptance of the New Culvert or in the event San Bruno does not accept the New Culvert.

G. CCSF is in the best position to quickly enter into contracts for the Work.

H. The Parties wish to enter into this Agreement to state the terms and conditions for (1) San Bruno's reimbursement of CCSF for a share of the Work to be done through CCSF contracts, (2) San Bruno's ownership of the New Culvert subject to the conditions below, (3) San Bruno's and the County's review and approval of the plans, specifications, and Work, and (4) the County's authorization for the Work to be done on the Property.

AGREEMENT

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

1. **Contractor**. Subject to the terms and conditions of this Agreement, CCSF will retain a construction professionals (singularly or collectively, the "**Contractor**") necessary to accomplish and complete the Work and provide or cause to be provided all related materials and services in connection with the performance of the Work, including all necessary design, construction, and construction management services. CCSF will commence the Work as soon as reasonably possible after the date this Agreement is mutually executed and delivered by the Parties (the "**Effective Date**"). Once Work is commenced, CCSF will prosecute to completion the Work with reasonable diligence.

2. **Work Contracts**. CCSF will cause the Contractor to perform the Work in a good and professional manner and otherwise in accordance with the plans and specifications for the Work ("**Design Documents**") finally approved by San Bruno and the County pursuant to the terms of this Agreement, and any required regulatory approvals or applicable law. The Work will be subject to San Bruno's and the County's inspection at their sole respective cost for purposes of (a) ensuring that the Work is acceptable to San Bruno and the County and (b) verifying the accuracy of invoices from the Contractor in making payments to CCSF for the Work.

3. **Permits and Other Governmental Authorizations.** CCSF or its Contractor will, prior to commencing the Work, obtain any necessary encroachment permits or other authorizations from the County, San Bruno, or any other governmental entity necessary or desirable in connection with the Work. The effectiveness of this Agreement is subject to the execution and delivery of:

- a. An encroachment permit from the County for the Work, including permission to enter the Property.
- b. An encroachment permit from San Bruno for the Work within Crystal Springs Road.

The County and San Bruno will not unreasonably delay or condition any permits or approvals required for the Work.

4. **Design, Approval, and As-Built Drawings.**

a. **Design and Approval.** The Contractor designed the Culvert Extension and Hillside Restoration, and CCSF provided the 100% Design Documents to San Bruno and the County for review and approval on October 20, 2023. San Bruno and the County provided final review comments.

b. **Design Changes by CCSF or its Contractor.** If CCSF or its Contractor determines that it is necessary to modify the Design Documents because of any changed or newly discovered conditions or other circumstances (“**Changed Circumstances**”), it will notify San Bruno and the County of the possible modification, including full information about the nature and scope of the proposed modification, the reasons for it, the expected impact on the construction schedule and cost of the Work. San Bruno and the County will diligently and in good faith cooperate to review and agree on the response to such Changed Circumstances, and any related amendment to the Design Documents, in time for CCSF to meet any response deadline in the Construction Contract related to Changed Circumstances; provided, however, if the Parties are unable to agree within ten (10) business days after San Bruno and the County receive CCSF’s notice, CCSF may direct a change to the Design Documents if it determines, at its sole discretion, that the change is necessary to meet a response deadline under the Construction Contract.

c. **Design Changes by San Bruno or the County.** If, after San Bruno and the County’s approval of the Design Documents, either San Bruno or the County request changes to the Design Documents or any of the specifications incorporated into the Design Documents with respect to any portion of the New Culvert or Hillside Restoration, the requesting party will request such changes in writing. Such proposed changes will be subject to CCSF’s approval, which will not be unreasonably withheld, provided that CCSF’s failure to approve will not be deemed unreasonable if the improvements to be constructed as a result of such proposed change will materially interfere with the construction or operation of CCSF’s Existing Pipelines.

CCSF will diligently and in good faith cooperate to review and agree on the response to the request and any related changes to the Design Documents.

d. **As-Built Drawings.** CCSF, through its Contractor, will provide San Bruno and the County with final as-built drawings (both as hardcopies and in electronic AutoCAD file format) depicting the New Culvert and all associated improvements constructed pursuant to the Work within sixty (60) days after the completion of all Work.

5. **Inspections.** San Bruno and the County may inspect the progress and condition of the Work at any time during the course of construction after providing reasonable notice to CCSF and the Contractor as described in Section 14 (Day-to-Day Contacts). In conducting inspections, San Bruno and the County will not take any actions that unreasonably interfere with the Contractor's performance, direct the Contractor's performance in the field, or authorize any additional work. If San Bruno or the County determine that any of the Work does not materially comply with the Design Documents, the relevant party may provide written notice CCSF specifying the basis for such determination and CCSF will take all necessary steps to cause its Contractor to ensure that the Work complies with Design Documents. On substantial completion of the Work, CCSF will give San Bruno and the County prompt notice of such completion and they will have two weeks from their receipt of such notice to inspect and approve the completed Work. If San Bruno or the County reasonably determines that the completed Work does not conform to the Design Documents in a manner that could materially affect the Property or the construction, operation, maintenance, or repair of the New Culvert or upstream facilities, San Bruno or the County will give CCSF prompt written notice specifying such nonconformance and CCSF will promptly direct the Contractor to correct nonconformance at Contractor's cost. On completion of such corrective work, CCSF will again give San Bruno and the County prompt notice of such completion and San Bruno and the County will have two weeks from its receipt of such notice to inspect and approve, or reject, such corrective work. San Bruno or the County's failure to timely notify CCSF of its rejection of any matter will be deemed their acceptance of such matter. San Bruno and the County will bear the expense of all inspections they conduct. San Bruno and the County will coordinate all inspections with CCSF.

6. **San Bruno's Contribution Toward Payment of Costs of the Work.**

a. **Payment of Costs of Work.** San Bruno will pay \$450,000 ("**San Bruno's Share**") toward the actual total cost of the Work. CCSF will be responsible for all other costs associated with the Work, including any cost increases.

b. **Reimbursement of Costs.** Following completion of the Work, CCSF will submit to San Bruno and the County a Notice of Completion of Work, and within sixty (60) days of receipt of such notice, or if any corrective work is required by the County or San Bruno, within sixty (60) days of receipt of the revised notice of completion after such corrections have been made, San Bruno shall remit to CCSF its contribution toward the Work.

7. **Ownership.** San Bruno shall in a timely manner accept the New Culvert upon a determination by the Director of Public Works that each of the following conditions have been met:

- a. The completed Work conforms to the Design Documents;
- b. CCSF has satisfied all of its material obligations under this Agreement, including but not limited to retaining the Contractor pursuant to Section 1 of this agreement, providing the final as-built drawings pursuant to Section 4 of this agreement, and assigning any warranties provided to CCSF for the work under the Change Orders, pursuant to Section 8 of this Agreement;
- c. The County has provided San Bruno an easement for San Bruno's ownership and maintenance of the New Culvert, as well as its right to discharge stormwater from the New Culvert onto County property, in the form attached hereto as **Exhibit D**, and San Bruno agrees to the terms and conditions thereof; and
- d. The County has satisfied all of its obligations under this Agreement.

If any Party contends that there are issues impacting San Bruno's acceptance of the New Culvert, and particularly if the County or CCSF contends that San Bruno is failing to accept the New Culvert in a timely manner despite the above conditions being met, the Parties shall meet and confer in a timely manner to resolve any issues delaying or preventing acceptance.

San Bruno's acceptance of the New Culvert shall be shown by a resolution accepting the New Culvert adopted by the City Council and by recording any such instrument as deemed necessary by San Bruno. Prior to such acceptance, San Bruno is not deemed by virtue of this Agreement to have taken ownership of or responsibility for the New Culvert, and San Bruno's approval of the Design Documents shall not impose any responsibility or liability on San Bruno in the event that San Bruno does not accept the New Culvert. Once accepted, the New Culvert and all improvements made in connection with the Work (aside from soil buttressing to address erosion not caused by the New Culvert, which will belong to the County) shall be and remain at all times the sole personal property of San Bruno and neither CCSF nor the County will have any right, title, or interest whatsoever in or to the same, and CCSF and the County shall disclaim any and all right, title, or interest, if any existed, in the Culvert or the New Culvert. Further, at no time will CCSF have any responsibility to maintain, operate, or replace the New Culvert, and any such maintenance, operation, and replacement will lie with San Bruno pursuant to the easement attached hereto as Exhibit D.

8. **Warranty.** CCSF will assign to San Bruno and the County any warranties provided to CCSF for the Work.

9. **Construction Delay.** No party will be responsible for any delay in construction resulting from any cause beyond the control of such party, including, but without limiting the generality of the foregoing, any delay resulting from labor disturbances or shortages, the failure of governmental agencies to issue required agreements, permits, or consents to the extent not attributable to the negligence or delay caused by a party or its agents, weather conditions, government order or regulation, or wet soil conditions (each, a “**Force Majeure Event**”).

10. **Indemnification and Insurance.**

a. With respect to any of the Work constructed, installed, or placed by the Contractor in accordance with the Design Documents, to the fullest extent permitted by law, each Party will defend, indemnify, and save harmless the other Parties, including their respective boards, commissions, employees, agents, and contractors from and against any and all demands, claims, losses, costs, judgments, awards, penalties, fines, damages, injuries (including, without limitation, injury to or death of an employee of San Bruno, the County, CCSF or their contractors, subcontractors, or consultants), expenses, and liability of every kind (including, without limitation, incidental and consequential damages, court costs, attorneys’ fees, litigation expenses, fees of expert consultants or witnesses in litigation, and costs of investigation) (each, a “**Claim**”), that arise out of, or relate to, directly or indirectly, in whole or in part, (a) any defect or negligence in the Design Documents or, (except to the extent any Claim results from the Contractor’s acts or omissions or willful misconduct) the construction, placement, or installation of the Work constructed pursuant to the Design Documents; or (b) Claims based on the design, implementation, construction, repair, or modification of the Work. Each Party’s liability under this Section shall be proportional to the harm or loss caused directly or indirectly by that Party. The Parties’ obligations under this Section will survive the expiration or earlier termination of this Agreement.

b. **Indemnification and Insurance to be Provided by CCSF’s Contractor.** In connection with the performance of the Work, the Change Order will require the Contractor to (i) name San Bruno and the County and their directors, officers, agents, and employees as co-indemnitees with respect to the Contractor’s obligation to indemnify and hold harmless CCSF and its directors, officers, agents and employees from all for any damage or liability claims directly or indirectly arising out of, connected with, or resulting from the performance or nonperformance of the Work and (ii) obtain and maintain insurance coverages in accordance with CCSF’s standard specifications, including a professional liability insurance policy for licensed professionals performing work pursuant to this agreement in an amount not less than \$2,000,000 covering the licensed professionals’ errors and omissions, statutory worker’s compensation insurance and employer’s liability insurance for any and all persons employed directly or indirectly by the Contractor with limits not less than \$2,000,000, and a general commercial liability and auto insurance policy which provides coverage in an amount not less than two million dollars per occurrence, naming San Bruno and the County and their directors, officers, agents and employees as additional insureds under the terms of the policy. CCSF shall require the Contractor to provide a Waiver of Subrogation for all applicable insurance policies in favor of the City of San Bruno and the City and County of San Francisco.

11. **Waiver and Release.** In the event that any damage is caused to the Existing Pipelines, the New Culvert or the Property, arising out of or related to the Work or the Pipe and occurring up until San Bruno's acceptance of the New Culvert, as of the date of San Bruno's acceptance of the New Culvert, the Parties shall be deemed to mutually release, waive all claims against, and forever discharge each other respective Party and each of its elected officials, representatives, members, officers, managers, employees, agents, contractors, affiliates, successors, assigns, creditors, attorneys, heirs, executors, and administrators, from any and all claims for damages, equitable relief, actions for writ of mandate, demands, causes of action, damages, liabilities, and obligations, of whatever description or nature, arising out of, directly or indirectly, or relating in any manner to the Work or the Property, including but not limited to any claims for compensation, indemnity (except as provided in this Agreement), entitlements, reversionary interests, severance damages, special damages, inverse condemnation damages, interest, litigation expenses, attorneys' fees and costs. SFPUC and the County do not waive any claims against San Bruno for damage occurring after San Bruno's acceptance of the New Culvert or in the event San Bruno does not accept the New Culvert.

12. **Compliance with Applicable Laws.** In all actions required under this Agreement in connection with the design and construction of the Work, the Parties and the Contractor will comply with all Applicable Laws. For the purposes of this Agreement, the term "**Applicable Laws**" means any one or more of all present and future applicable laws, ordinances, rules, regulations, permits, authorizations, orders and requirements, whether or not in the contemplation of the parties, including, without limitation, all consents or approvals required to be obtained from, and all rules and regulations of, and all building and zoning laws of, all federal, state, county and municipal governments, the departments, bureaus, agencies or commissions thereof, authorities, board of officers, or any other body or bodies exercising similar functions, having or acquiring jurisdiction of, or which may affect or be applicable to the Property or the Work or any part thereof, including, without limitation, any subsurface area, use thereof, and the buildings and improvements thereon.

13. **Notices.** Any notice given under this Agreement will be in writing and given by delivering the notice in person, by commercial courier, or by sending it by registered or certified mail, or express mail, return receipt requested, with postage prepaid, to the mailing address listed below or any other address notice of which is given. Any mailing address may be changed at any time by giving written notice of such change in the manner provided above at least ten (10) days prior to the effective date of the change. All notices under this Agreement will be deemed given, received, made or communicated on the date personal receipt occurs or, if mailed, on the delivery date or attempted delivery date shown on the return receipt. A party may not give official or binding notice by email or by facsimile. The effective time of a notice will not be affected by the receipt of the original or email or facsimile copy of the notice.

Notice addresses for CCSF:	Steve Ritchie
	Assistant General Manager, Water Enterprise
	SFPUC

525 Golden Gate Ave, 13th Floor
San Francisco, CA 94102

Janet Ng
SFPUC Project Management Bureau
525 Golden Gate Ave, 9th Floor
San Francisco, CA 94102

Real Estate Director
Re: Junipero Serra Park Culvert
SFPUC Real Estate Services
525 Golden Gate Ave, 10th Floor
San Francisco, CA 94102

Notice addresses for San Bruno: Matthew Lee
Director of Public Works
City of San Bruno
568 El Camino Real
San Bruno, CA 94066

Notice addresses for the County: Scott Lombardi
San Mateo County Parks, Park Superintendent
455 County Center, 4th Floor
Redwood City, CA 94063

14. **Day-to-Day Contacts.** For inspections or inquiries related to design or construction, the Parties will use the following contacts:

Day-to-day contact for CCSF: Real Estate Director
Re: Junipero Serra Park Culvert
SFPUC Real Estate Services
res@sfgwater.org

Day-to-day contact for the County: Scott Lombardi
San Mateo County Parks, Park Superintendent
slombardi@smcgov.org

Day-to-day contact for San Bruno: Dennis Bosch
City of San Bruno, Deputy Director of Maintenance
dbosch@sanbruno.ca.gov

15. **Severability**. If any provision of this Agreement, or application thereof to any person or circumstance, is to any extent be determined to be invalid, then such provision will be modified, if possible, to fulfill the intent of the parties as reflected in the original provision. The remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, will not be affected thereby, and each provision of this Agreement will be valid and enforced to the fullest extent permitted by law.

16. **Certification of Controller**. The terms of this Agreement will be governed by and subject to the budgetary and fiscal provisions of CCSF's Charter. Notwithstanding anything to the contrary contained in this Agreement, there will be no obligation for the payment or expenditure of money by CCSF under this Agreement unless CCSF's Controller first certifies, pursuant to Section 3.105 of CCSF's Charter, that there is a valid appropriation from which the expenditure may be made and that unencumbered funds are available from the appropriation to pay the expenditure. Without limiting the foregoing, if in any fiscal year of CCSF after the fiscal year in which the term of this Agreement commences, sufficient funds for the funding of construction costs and any other payments required under this Agreement are not appropriated, then CCSF may terminate this Agreement, without penalty, liability or expense of any kind to CCSF, as of the last date on which sufficient funds are appropriated. CCSF will use its reasonable efforts to give San Bruno and the County reasonable advance notice of such termination.

17. **Sunshine Ordinance**. San Bruno and the County acknowledge that CCSF is subject to the San Francisco Sunshine Ordinance, San Francisco Administrative Code, Chapter 67, which inter alia, provides that (1) during the course of negotiations for sole source contracts, all documents, including draft contracts must be available to the public upon written request; (2) contracts and all other records of communications between CCSF and persons seeking contracts will be open to inspection immediately upon the award of the contract, and (3) drafts of contracts being negotiated must be made available for public review, upon request, ten (10) days prior approval by a policy body, unless the policy body finds that and articulates how the public interest would be unavoidably and substantially harmed by such disclosure.

18. **MacBride Principles**. Pursuant to San Francisco Administrative Code Section 12.F.5, CCSF urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. CCSF urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

19. **Tropical Hardwood and Virgin Redwood**. Pursuant to §804(b) of the San Francisco Environment Code, CCSF 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.

20. **Labor Code and Public Contract Code.** To the extent that San Bruno would be required to comply with the Labor Code and Public Contract Code if it were procuring the Work, CCSF's Contractor shall comply with all applicable provisions.

21. **General Provisions.** (a) This Agreement may be amended or modified only by a writing signed by the Parties. (b) No waiver by any Party of any of the provisions of this Agreement will be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. (c) No waiver will be deemed a subsequent or continuing waiver of the same, or any other, provision of this Agreement. (d) The Recitals set forth above are true and correct and are incorporated into this Agreement. (e) This Agreement (including the exhibit(s) hereto) contains the entire agreement between the Parties and all prior written or oral negotiations, discussions, understandings and agreements are merged herein. (f) The Parties acknowledge that they each enter into this Agreement after having had an opportunity for thorough review by, and on advice of, their respective legal counsel. The judicial rule of construction requiring or allowing an instrument to be construed to the detriment of or against the interests of the maker thereof will not apply to this Agreement. (g) The section and other headings of this Agreement are for convenience of reference only and will be disregarded in the interpretation of this Agreement. (g) Time is of the essence in all matters relating to this Agreement. (h) This Agreement will be governed by California law and CCSF's Charter. (i) The Parties may not record this Agreement or any memorandum hereof. (j) The Parties will not assign or transfer their rights or obligation under this Agreement without the other Parties' consent. Notwithstanding this prohibition, this Agreement will be binding on and inure to the benefit of the Parties and their respective heirs, representatives, successors and assigns. (k) This Agreement does not create a partnership or joint venture between the Parties as to any activity conducted on, on or relating to the Property. (l) The Parties agree to act in good faith and reasonably in all matters relating to the Work. (m) This Agreement may be executed in any number of counterparts, all of which together will constitute one original Agreement.


IN WITNESS WHEREOF, the Parties are deemed to have caused this Agreement to be executed as of the date set forth above.

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: 
DENNIS J. HERRERA, JR.,
General Manager
San Francisco Public Utilities
Commission

Date: May 30, 2025

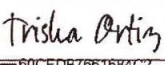
CITY OF SAN BRUNO,
a municipal corporation

DocuSigned by:
By: 
Alex D. McIntyre
City Manager
City of San Bruno

Date: 5/13/2025

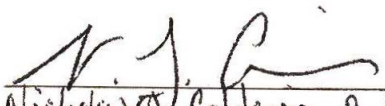
APPROVED AS TO FORM:

APPROVED AS TO FORM: DocuSigned by:
 5/20/2025
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city Clerk

DocuSigned by:
By:  5/13/2025
60CEDB7661684C2...
City Attorney

By: 
Shari Geller Diamant
Deputy City Attorney

COUNTY OF SAN MATEO,
a political subdivision of the State of
California

By: 
Nicholas J. Calderon, Parks Director
Date: 4/30/25

APPROVED AS TO FORM:

By: Craig N. Baumgartner
Digitally signed by Craig N. Baumgartner
Date: 2025.04.14 08:46:49 -07'00'

EXHIBIT A

Map of CCSF Easement and Existing Pipelines in Junipero Serra Park

[attached]

EXHIBIT A

Map of CCSF Easement and Existing Pipelines in Junipero Serra Park

[attached]



SAPL 2
Right-of-Way
Easement

Junipero Serra County Park

Junipero Serra
County Park

Interstate 280

Caltrans Slope & Drain Easement

Lands of Crystal Springs Terrace LLC
16 LLS 47

SAPL 2
380 O.R. 132
Easement

see Sheet 2

Crystal
Springs
Road

Harry Tracy Water
Treatment Plant

Interstate 280

Subdivision
Millbrae Meadows

Scale: 1" = 400'

Sheet 1 of 2

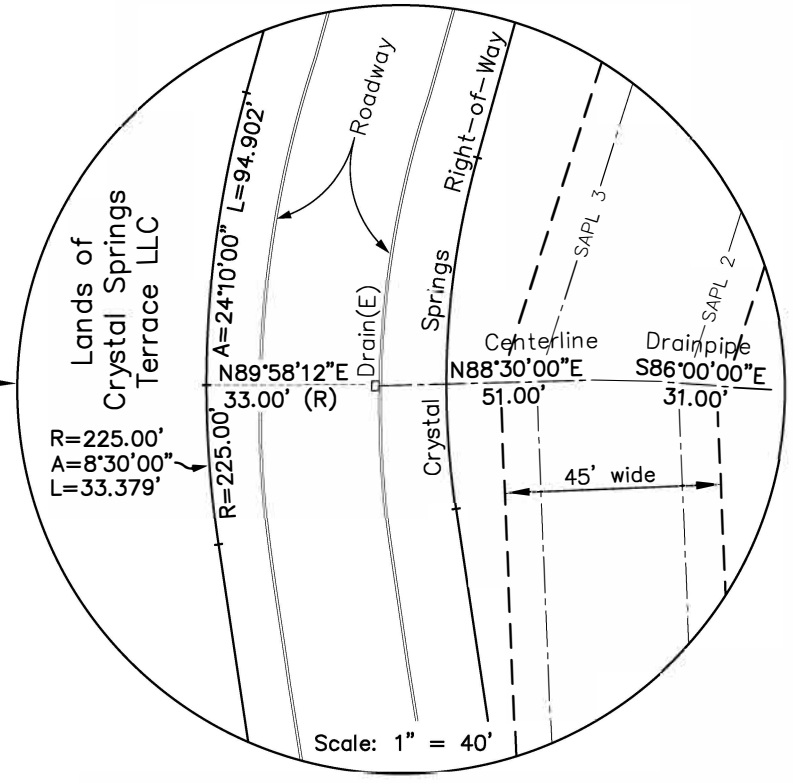
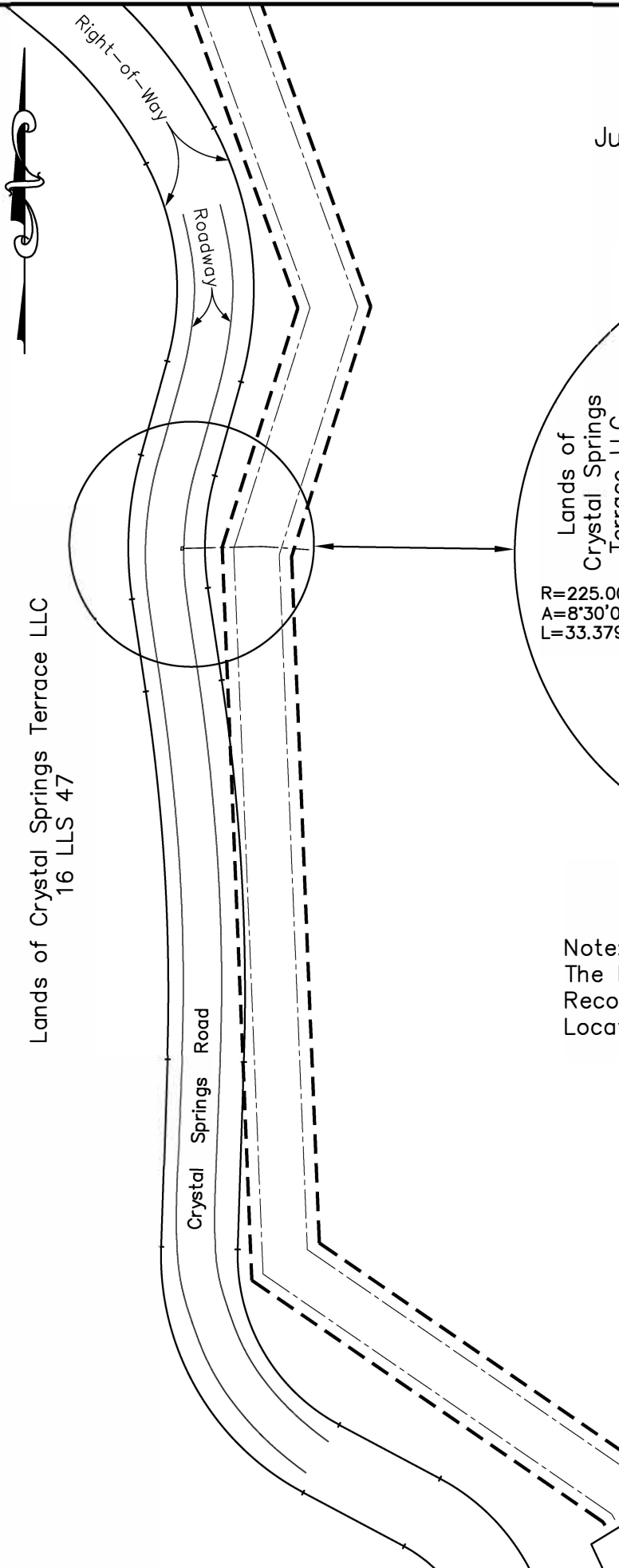
City and County of San Francisco
Public Utilities Commission
San Francisco Water Department

SAPL 2 Right-of-Way
Through Junipero Serra Park
Between Interstate 280 and
Harry Tracy Water Treatment Plant

City of San Bruno

County of San Mateo

Junipero Serra County Park



Note:

The bearings shown hereon are based on the Record of Survey filed in Book 16 LLS page 47. Location of drain and drainpipe are approximate.

Scale: 1" = 100'

Sheet 2 of 2

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

SAPL 2 & 3 Right-of-Way
Through Junipero Serra Park
Between Interstate 280 and
Harry Tracy Water Treatment Plant

City of San Bruno

County of San Mateo

EXHIBIT B

Diagram of Erosion and Leaking Culvert

[attached]

Culvert Replacement and Hillside Restoration Reimbursement Agreement Regarding Junipero Serra Park
Exhibit B - Location Map

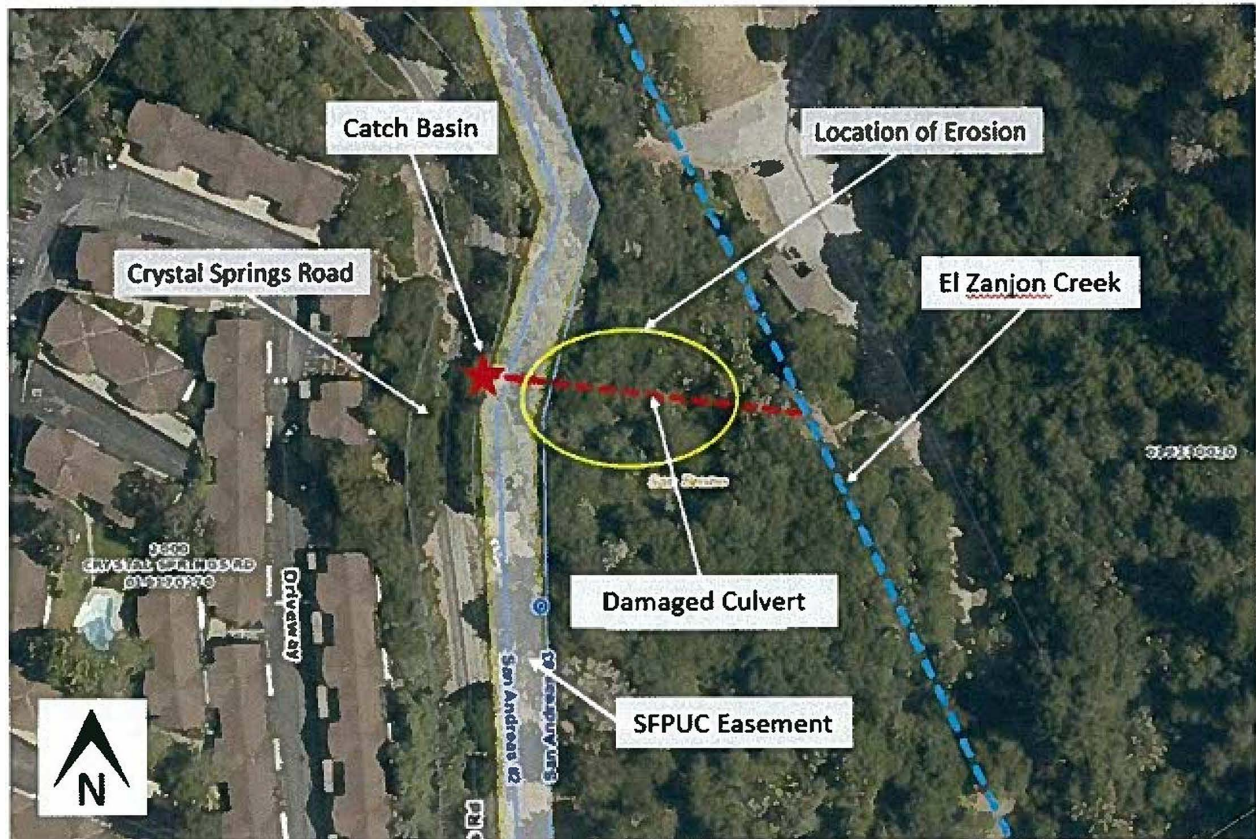


EXHIBIT C

Description of the Work

[attached]

Culvert Replacement and Hillside Restoration Reimbursement Agreement Regarding Junipero Serra Park
Exhibit C

WD-2901 - San Andreas Pipeline 3 – Drainage & Erosion Repair at Junipero Serra Park

1.01 SCOPE OF WORK OR PROJECT DESCRIPTION

- A. The intent of this Contract is to extend the existing 12" storm drain pipeline within Junipero Serra Park down to El Zanjon Creek. Currently the 12" SD connects to an inlet on Crystal Springs Road and outfalls mid-slope. The new 12" HDPE pipe will continue down the slope to a perforated spreader near the creek. This Contract will also stabilize and repair an eroded gully with Caltrans rock slope protection at the top of the slope. Construction of the gully repair will require the protection and limited vehicle loading of San Andreas Pipelines #2 and #3 accessing the work area.
- B. The Work will consist of the following components:
 - 1. Constructing approximately 180 LF of 12" HDPE storm drain pipe
 - a. Environmental protection of El Zanjon Creek and trees
 - b. Excavation, trenching, backfill and compaction
 - c. Furnishing and installing excavation support
 - d. Demolition and removal of existing 12" outfall and riprap
 - e. Connection to (E) 12" HDPE storm drain
 - f. 12" HDPE pipe including bends, fittings and tees
 - g. 8" HDPE cleanouts
 - h. Concrete thrust blocks and trench dams
 - i. 12" perforated HDPE spreader tee, method A placement of Rock Slope Protection, Caltrans ¼ TON rock and separation & impermeable liners
 - j. Protection and restoration of Junipero Serra Park and picnic area within the limit of work.
 - 2. Site excavation and placing ½ TON Caltrans Rock Slope Protection down slope into an existing gully
 - a. SAPL2 & SAPL3 pipeline protection
 - b. Temporary or permanent shoring of work area above gully
 - c. Excavation
 - d. Soil / Rock separation fabric

- e. Method B placement of Rock Slope Protection, Caltrans ½ TON rock.
 - f. Tree protection, site restoration
- C. The Contract shall, unless otherwise specified herein, furnish all labor, tools, equipment, materials, transportation, services, and perform all operations necessary for and properly incidental to the Contract work and completion of the Work as indicated in the Contract Documents.

EXHIBIT D

Form of Access Easement

[attached]

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN
TO:

City of San Bruno
ATTN: City Clerk
567 El Camino Real
San Bruno, CA 94066

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

SPACE ABOVE THIS LINE FOR RECORDER'S
USE ONLY

EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the County of San Mateo, a political subdivision of the State of California (“**Grantor**”), hereby grants to the CITY OF SAN BRUNO, a California municipal corporation (“**Grantee**”), an easement for a stormwater runoff discharge culvert (the “**Easement**”) in, on, over, under, upon, along, and/or across certain portions of Grantor’s real property located in the County of San Mateo, State of California, more particularly described on the attached **Exhibit A** and depicted on the attached **Exhibit B** (the “**Easement Area**”).

Grantor will retain such rights and privileges to use the Easement Area as are not inconsistent with this Easement, subject to the conditions, covenants, and restrictions in this Deed. Grantor will not do or allow anything in, on, under, or about the Easement Area that could damage or interfere with Grantee’s Facilities (as defined in Section 2 [Nature of Easement]) or the SFPUC facilities in the existing SFPUC Easement (as defined in Section 4 [Subject to Superior and Prior and Existing]), except as provided by this Easement.

1. History of Culvert. The City and County of San Francisco (“CCSF”), by and through its Public Utilities Commission (“SFPUC”), owns and operates a regional water system, which includes certain pipelines located in CCSF’s right-of-way that is situated in part within an easement (the “CCSF Easement”) that spans certain lands owned and operated by the County as a public park, known as Junipero Serra Park located at 1801 Crystal Springs Road, in San Bruno, California (“Junipero

Serra Park”). In or around July 2020, while SFPUC was conducting a project to replace four segments of its pipelines in the City of San Bruno (“SFPUC Project”), including a segment within the CCSF Easement area, the SFPUC discovered a leaking stormwater pipe (“Pipe”) and erosion within the CCSF Easement area and along the Pipe to El Zanjon Creek, also located in Juipero Serra Park. The Pipe was located on property owned by the County, and discharged stormwater which drains from one or more catch basin(s) that is/are owned by San Bruno and located within San Bruno’s right of way west of Crystal Springs Road. To facilitate construction, the SFPUC Project removed the Pipe and replaced it with a section of new culvert (“Culvert”) from the upstream inlet on Crystal Springs Road to a point on the slope above El Zanjon Creek. To protect the slope and the Existing Pipelines: (1) the Culvert needed to be extended to El Zanjon Creek (“Culvert Extension”) and (2) the hillside needed to be restored. The Culvert and the Culvert Extension are referred to herein collectively as the “Culvert.”

2. Nature of Easement. This Easement is a perpetual, nonexclusive easement in gross for purposes of accessing, constructing, reconstructing, removing, replacing, maintaining, repairing, operating, inspecting, and using the Culvert connected to San Bruno's catch basins (adjacent to Crystal Springs Road), with all necessary connections, fastenings, foundation sites, and other appliances and fixtures (collectively, “**Grantee’s Facilities**”) in, under, above the surface of, and across the Easement Area. The Easement includes the right to discharge stormwater runoff into, and only into, the area designated on Exhibit B. Grantee shall not undertake any project(s) that have the effect of causing greater amounts of stormwater runoff to enter the Culvert and/or discharge onto Grantor’s property. Notwithstanding the foregoing, Grantee’s “rights” to discharge stormwater shall be subject to any and all laws, rules, and regulations governing the discharge of stormwater runoff. The Easement includes the right of ingress and egress to the Easement Area across adjacent lands of Grantor, from Crystal Springs Road, and from within Junipero Serra Park along Oak Cove Trail, to the extent Grantor has rights to grant such rights, and to the extent necessary for the convenience of Grantee in the enjoyment of its rights under this Deed. Grantee’s rights under this Deed may be exercised by Grantee’s agents, utility operators, contractors, subcontractors, suppliers, consultants, employees, licensees, invitees, or representatives, or by other authorized persons acting for or on behalf of Grantee (collectively, “**Agents**”).

3. Maintenance. Upon San Bruno’s acceptance of the Culvert, San Bruno shall maintain Grantee’s Facilities and the easement area (to the extent of San Bruno’s use thereof) in a safe, functional, and attractive condition and in compliance with all applicable governmental requirements, except for soil buttressing and lateral

and subjacent support of the culvert to address erosion not caused by the Culvert, which responsibility shall belong to Grantor. Without limiting the generality of the preceding, Grantee's Facilities shall meet or exceed all applicable requirements and specifications of all governmental agencies having jurisdiction of matters relating to storm water drainage in the area where Grantee's Facilities are located to the end that all such Grantee's Facilities will be qualified to be accepted by any such storm water district, if otherwise appropriate. All costs of maintenance and similar activities shall be borne solely by San Bruno.

4. Easement Granted "As-Is". Grantee acknowledges and agrees that the Easement, including specifically all improvements, facilities, and fixtures contained therein, is conveyed to and accepted by Grantee in its present condition, "AS-IS," "WHERE-IS," and "WITH ALL FAULTS," and that Grantee accepts the Easement subject to all patent and/or latent physical conditions, whether or not known or discovered. Grantee, its heirs, successors and/or assigns, agree to defend, indemnify, protect and hold harmless Grantor, its officers, agents, employees, and servants from and against any and all claims, suits, or actions of every name, kind, and description arising out of or in any way connected with the Easement, except as a result of Grantor's inadvertence, gross negligence, intentional or willful misconduct, or bad faith.

5. Environmental Conditions. Grantee acknowledges and agrees that it is not aware of any preexisting environmental conditions that warrant remediation arising out of or in any way connected with the Easement, and notwithstanding Grantee's acceptance of the Easement pursuant to Section 3, Grantee's acceptance is subject to any and all preexisting environmental conditions thereto, whether known or unknown.

6. Subject to Superior and Prior and Existing Rights. The rights granted by this Deed are expressly subordinate to Grantor's rights to use the existing creek channel ("**Channel**"), and existing hillslope ("**Hillslope**") for the purposes of flood protection, stormwater discharge, environmental and recreational enhancements, and for all other related purposes, including, without limitation, and at Grantor's sole and absolute discretion, the right to construct, reconstruct, install, operate, maintain, restore and repair the Channel or Hillslope. Grantee acknowledges and agrees that Grantor's use of the Channel and Hillslope is a public use within the meaning of California Civil Procedure Code section 1240.620, and that Grantor is entitled to continue the public use to which the property is appropriated to the extent that the continuance of such use will not unreasonably interfere with or impair any more necessary public use proposed by Grantee. Grantor also reserves the right to use the subsurface of Grantor's real property for the

installation, operation, maintenance, repair, or replacement of utilities, including pipes, cables, or other infrastructure typically required for the above-stated purposes; provided, however, that such installation, operation, maintenance, repair, or replacement will not require Grantee to relocate, modify or remove Grantee's Facilities or unreasonably restrict or interfere with Grantee's rights to access, construct, reconstruct, remove, replace, maintain, repair, operate, inspect, and use Grantee's Facilities, except as provided by this Easement. Grantor also reserves the right to plant and maintain trees or other vegetation. The rights granted by this Deed also are subject to any prior and existing recorded property rights of third parties, including, but not limited to, the rights of way, easement and facilities therein owned by the City and County of San Francisco, a municipal corporation, acting by and through its Public Utilities Commission (SFPUC), hereinafter referred to as "SFPUC", as successor in interest to the rights of way and easement granted by that certain Indenture dated March 23, 1928, and recorded at Pages 132 to 136 of Book 138 of Official Records of the County of San Mateo, which easement is more particularly described on the attached **Exhibit C** (hereinafter the "SFPUC Easement"). Grantor reserves the right to grant, at its sole and absolute discretion, nonexclusive rights to other third parties within the Easement Area, provided that any such grants will not require Grantee to relocate or remove Grantee's Facilities or unreasonably restrict or interfere with Grantee's rights to access, construct, reconstruct, remove, replace, maintain, repair, operate, inspect, and use Grantee's Facilities, except as provided by this Easement.

7. Notice and Approval of Grantor's Work in Easement Area. If Grantor or any of its agents propose or permit excavation or the installation or placement of any improvements by or on behalf of Grantor in, under, across, or above the surface of the Easement Area, prior to any such excavation, installation or placement: **(i)** Grantor will provide, or cause to be provided, to Grantee such plans and other pertinent documents related to such proposed excavation or improvements as are reasonably requested by Grantee, at the address for Grantee set forth in Section 13 [Notices] below, to provide Grantee an opportunity to review and comment on the proposed excavation or improvements; **(ii)** Grantor will either obtain Grantee's written approval of the plans and specifications for any such proposed excavation, installation or placement, which approval may be reasonably conditioned but will not be unreasonably withheld or delayed, or relocate Grantee's Facilities as set forth in Paragraph 4; and **(iii)** such excavation, installation or placement will be performed in a manner that does not endanger or damage any then-existing Grantee's Facilities within the Easement Area, except as provided by this Easement. Grantor shall not be responsible for providing notice to Grantee of any work performed by SFPUC within the SFPUC Easement.

8. Notice and Approval of Grantee's Work in Easement Area. If Grantee or any of its agents propose or permit excavation or the installation or placement of any improvements by or on behalf of Grantee in, under, across, or above the surface of the Easement Area, prior to any such excavation, installation or placement: (i) Grantee will coordinate all construction logistics with Grantor, including by providing, or causing to be provided, to Grantor and SFPUC such plans and other pertinent documents related to such proposed excavation or improvements as are reasonably requested by Grantor and SFPUC, at the address for Grantor and SFPUC set forth in Section 13 [Notices] below, to provide Grantor and SFPUC an opportunity to review and comment on the proposed excavation or improvements, and to provide approval of said construction logistics (including, without limitation, any park areas which Grantee proposes to occupy while conducting the proposed excavation or improvements); (ii) Grantee will either obtain Grantor's and SFPUC's written approval of the construction logistics, plans and specifications for any such proposed excavation, installation or placement, which approval may be reasonably conditioned but will not be unreasonably withheld or delayed; (iii) such excavation, installation or placement will be performed in a manner that does not endanger or damage any then-existing Grantor's Facilities, within the Easement Area, or existing Easement Area facilities and infrastructure belonging to third parties of prior record, including, but not limited to, facilities owned and operated by SFPUC; and (iv) such excavation, installation or placement activities shall occur only during park operating hours, and such activities by Grantee may not interfere with or occupy park reservation areas or parking lots without Grantor's express approval thereof. In addition, at the completion of any excavation, installation or placement activities, Grantee shall restore the project area to prior existing condition, including by removing all debris and construction material from the park. Notwithstanding the above, if emergency work is needed as determined by Grantee, Grantee may perform such work and shall provide Grantor and SFPUC with notice within twenty-four (24) hours of completion of such work.

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

10. Notification. Grantor and Grantee, and their respective agents and contractors, will not perform, nor permit any person or entity to perform, any excavation, installation or placement work on or about the Easement Area without giving at least thirty (30) days' written notice to the other party in the manner

required by Section 13 [Notices] of this Deed (except in emergencies, where each will give written notice within twenty-four (24) hours).

11. No Dumping or Hazardous Materials. Neither Grantor nor Grantee will cause or permit the dumping or other disposal on or about the Easement Area of refuse, hazardous materials, or other materials that are unsightly or could pose a danger to health or safety or to the environment.

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

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

To GRANTOR: County of San Mateo
Parks Department
455 County Center, 4th Floor
Redwood City, California 94063
(650) 363-4020
ATTN: Director of Parks

To GRANTEE: City of San Bruno
567 El Camino Real
San Bruno, California 94066
(650) 616-7056
ATTN: City Manager

With a copy to: Trisha Ortiz
City Attorney
567 El Camino Real
San Bruno, California 94066
(650) 616-7057
Email: cityattorney@sanbruno.ca.gov

To SFPUC: San Francisco Public Utilities Commission
525 Golden Gate Ave, 10th Floor
San Francisco, CA 94102
ATTN: Director of Real Estate Services
(415) 487-5213
res@sfgwater.org

Any e-mail addresses, telephone numbers, or facsimile numbers provided by one party to the other will be for convenience of communication only; neither party may give official or binding notice orally or by email or facsimile. The effective time of a notice will not be affected by the receipt, prior to receipt of the original, of an oral notice or an email or telefacsimile copy of the notice.

14. Abandonment of Easement. Grantee may, at its sole option, abandon all or part of the Easement by recording a quitclaim deed. Except as otherwise provided in this Deed, on recording such quitclaim deed, the affected Easement Area and all rights, duties and liabilities under this Deed with respect to such Easement Area shall be terminated and of no further force or effect. No temporary non-use of the Easement Area or other conduct, except for recordation of the quitclaim deed as provided in this paragraph, shall be deemed abandonment of the Easement. If Grantee abandons all or part of the Easement, Grantee shall remove at Grantee's sole cost and expense Grantee's Facilities within the Easement Area and shall restore the Easement in accordance with Grantor's reasonable specifications.

15. Miscellaneous.

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

under this Deed on any person, firm, or corporation other than the parties to this Deed.

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

Executed as of this _____ day of _____, 202__.

GRANTOR:

COUNTY OF SAN MATEO

By: _____

Its: _____

ACCEPTED AND AGREED

CITY OF SAN BRUNO

GRANTEE:

By: _____
[NAME] [TITLE]

Date: _____

Authorized by Resolution No. _____

and Board of Supervisors Resolution No.

ACKNOWLEDGMENT

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

State of California)
) ss
County of _____)

On _____, before me,
_____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

CERTIFICATE OF ACCEPTANCE

As required under Government Code Section 27281, this is to certify that the interest in real property conveyed by the Easement Deed dated _____, from the County of San Mateo ("Grantor"), to the City of San Bruno ("Grantee"), is hereby accepted the City of San Bruno under the authority of the City Council of the City of San Bruno, pursuant to Resolution No. _____, adopted on _____, and Grantee consents to recordation thereof by its duly authorized officer.

Dated _____, 202__

CITY OF SAN BRUNO,
a municipal corporation

By: _____
Alex McIntyre
City Manager

ATTEST:

By: _____
Lupita Huerta, City Clerk

APPROVED AS TO FORM:

By: _____
Trisha Ortiz, City Attorney

EXHIBIT A

Legal Description of Easement Area

[see attached]

EXHIBIT "A"

**Legal Description
Easement for Existing Storm Drain Pipeline**

A storm drain easement over that certain parcel of land situate within Junipero Serra Park, City of San Bruno, County of San Mateo, State of California, a strip of land 10 feet in width, the centerline of which being described as follows:

BEGINNING on the easterly edge of Crystal Springs Road, said point having the California State Plane Zone 3 coordinate North 2,049,482.96 and East 6,003,726.17;

Thence leaving said edge of road, North 88°52'00" East, a distance of 58.67 feet;

Thence, South 43°08'00" East, a distance of 47.99 feet;

Thence, South 54°37'31" East, a distance of 110.83 feet;

Thence, South 86°18'57" East, a distance of 29.95 feet to the **POINT OF TERMINUS**, said point having the California State Plane Zone 3 coordinate North 2,049,383.01 and East 6,003,937.90.

BASIS OF COORDINATES:

The coordinates expressed heron are in terms of NAD83 (2011), Epoch 2016.25, CA State Plane Coordinates Zone 3, based locally upon ties to SFPUC Survey Control Stations 112, 113, and 114. Coordinates are referenced on construction plans prepared by AGS Inc. for SFPUC dated October 2023 titled "San Andreas Pipeline No. 3 Slope Stabilization"

EXHIBIT "B" attached and by this reference made a part hereof.

PREPARED BY:

R.E.Y. Engineers, Inc.



Daniel W. Bustamante, P.L.S.



EXHIBIT “A”

**Legal Description
Easement for Proposed Storm Drain Pipeline**

A storm drain easement over that certain parcel of land situate within Junipero Serra Park, City of San Bruno, County of San Mateo, State of California, a strip of land 10 feet in width, the centerline of which being described as follows:

COMMENCING on the easterly edge of Crystal Springs Road, said point having the California State Plane Zone 3 coordinate North 2,049,482.96 and East 6,003,726.17;

Thence leaving said edge of road, North 88°52'00" East, a distance of 58.67 feet;

Thence, South 43°08'00" East, a distance of 47.99 feet;

Thence, South 54°37'31" East, a distance of 110.83 feet;

Thence, South 86°18'57" East, a distance of 29.95 feet to the **POINT OF BEGINNING**, said point having the California State Plane Zone 3 coordinate North 2,049,383.01 and East 6,003,937.90,

Thence, South 66°18'57" East, a distance of 37.74 feet;

Thence, South 56°18'57" East, a distance of 83.97 feet;

Thence, North 82°00'51" East, a distance of 17.00 feet;

Thence, North 59°30'51" East, a distance of 6.50 feet to a point hereafter referred to as Point A, said point having the California State Plane Zone 3 coordinate of North 2,049,326.94 and East 6,004,064.76.

Thence, North 30°29'09" West, a distance of 10.00 feet to the **POINT OF TERMINUS**.

TOGETHER WITH a strip of land 10 feet in width, the centerline of which being described as follows:

BEGINNING at aforementioned Point A;

Thence, South 30°29'09" East, a distance of 10.00 feet to the **POINT OF TERMINUS**.

BASIS OF COORDINATES:

The coordinates expressed hereon are in terms of NAD83 (2011), Epoch 2016.25, CA State Plane Coordinates Zone 3, based locally upon ties to SFPUC Survey Control Stations 112, 113, and 114. Coordinates are referenced on construction plans prepared by AGS Inc. for SFPUC dated October 2023 titled "San Andreas Pipeline No. 3 Slope Stabilization"

EXHIBIT "B" attached and by this reference made a part hereof.

PREPARED BY:

R.E.Y. Engineers, Inc.



Daniel W. Bustamante, P.L.S.



EXHIBIT B

Depiction of Easement Area

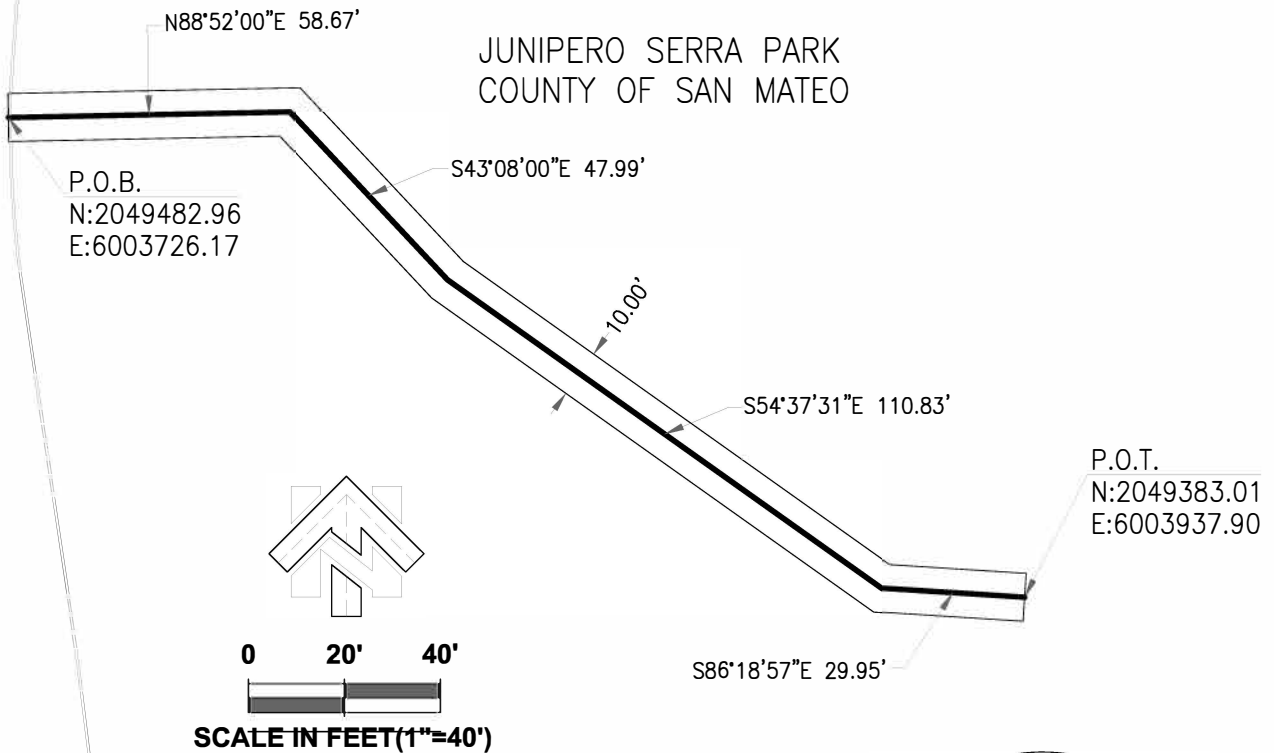
[see attached]

EXHIBIT "B"

BASIS OF COORDINATES:

THE COORDINATES EXPRESSED HEREON ARE IN TERMS OF NAD83 (2011), EPOCH 2016.25, CA STATE PLANE COORDINATES ZONE 3, BASED LOCALLY UPON TIES TO SFPUC SURVEY CONTROL STATIONS 112, 113, AND 114. COORDINATES ARE REFERENCED ON CONSTRUCTION PLANS PREPARED BY AGS INC. FOR SFPUC DATED OCTOBER 2023 TITLED "SAN ANDREAS PIPELINE NO. 3 SLOPE STABILIZATION"

CRYSTAL SPRINGS ROAD



NOTE:

1. ALL DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF OR UNLESS NOTED OTHERWISE

LEGEND:

— CENTERLINE
— STORM DRAIN EASEMENT
P.O.B. POINT OF BEGINNING
P.O.T. POINT OF TERMINUS



R.E.Y. ENGINEERS, INC.

CIVIL ENGINEERS | LAND SURVEYORS | REMOTE SENSING
2100 GENG ROAD, SUITE 210
PALO ALTO, CA 94303
Phone: (650) 507-4140



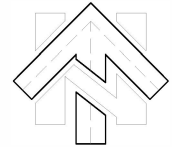
EXHIBIT "B"

BASIS OF COORDINATES:

THE COORDINATES EXPRESSED HEREON ARE IN TERMS OF NAD83 (2011), EPOCH 2016.25, CA STATE PLANE COORDINATES ZONE 3, BASED LOCALLY UPON TIES TO SFPUC SURVEY CONTROL STATIONS 112, 113, AND 114. COORDINATES ARE REFERENCED ON CONSTRUCTION PLANS PREPARED BY AGS INC. FOR SFPUC DATED OCTOBER 2023 TITLED "SAN ANDREAS PIPELINE NO. 3 SLOPE STABILIZATION"

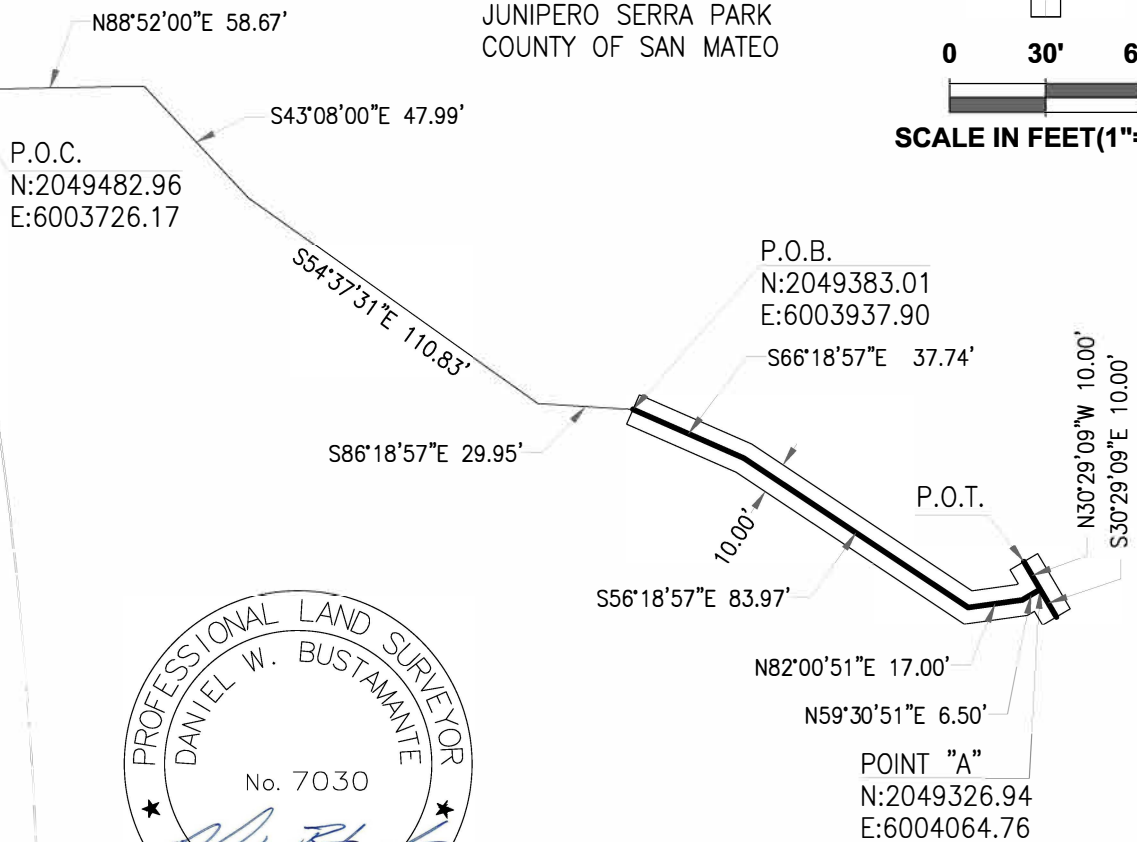
CRYSTAL SPRINGS ROAD

JUNIPERO SERRA PARK
COUNTY OF SAN MATEO



0 30' 60'

SCALE IN FEET (1"=60')



NOTE:

1. ALL DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF OR UNLESS NOTED OTHERWISE

LEGEND:

—	CENTERLINE
—	STORM DRAIN EASEMENT
P.O.C.	POINT OF COMMENCING
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINUS

R.E.Y. ENGINEERS, INC.

CIVIL ENGINEERS | LAND SURVEYORS | REMOTE SENSING
2100 GENG ROAD, SUITE 210
PALO ALTO, CA 94303
Phone: (650) 507-4140



EXHIBIT C

SFPUC Easement

[see attached]



SAPL 2
Right-of-Way
Easement

Junipero Serra County Park

Junipero Serra
County Park

Interstate 280

Caltrans Slope & Drain Easement

Lands of Crystal Springs Terrace LLC
16 LLS 47

SAPL 2
380 O.R. 132
Easement

see Sheet 2

Crystal
Springs
Road

Harry Tracy Water
Treatment Plant

Interstate 280

Millbrae Meadows

Subdivision

Scale: 1" = 400'

Sheet 1 of 2

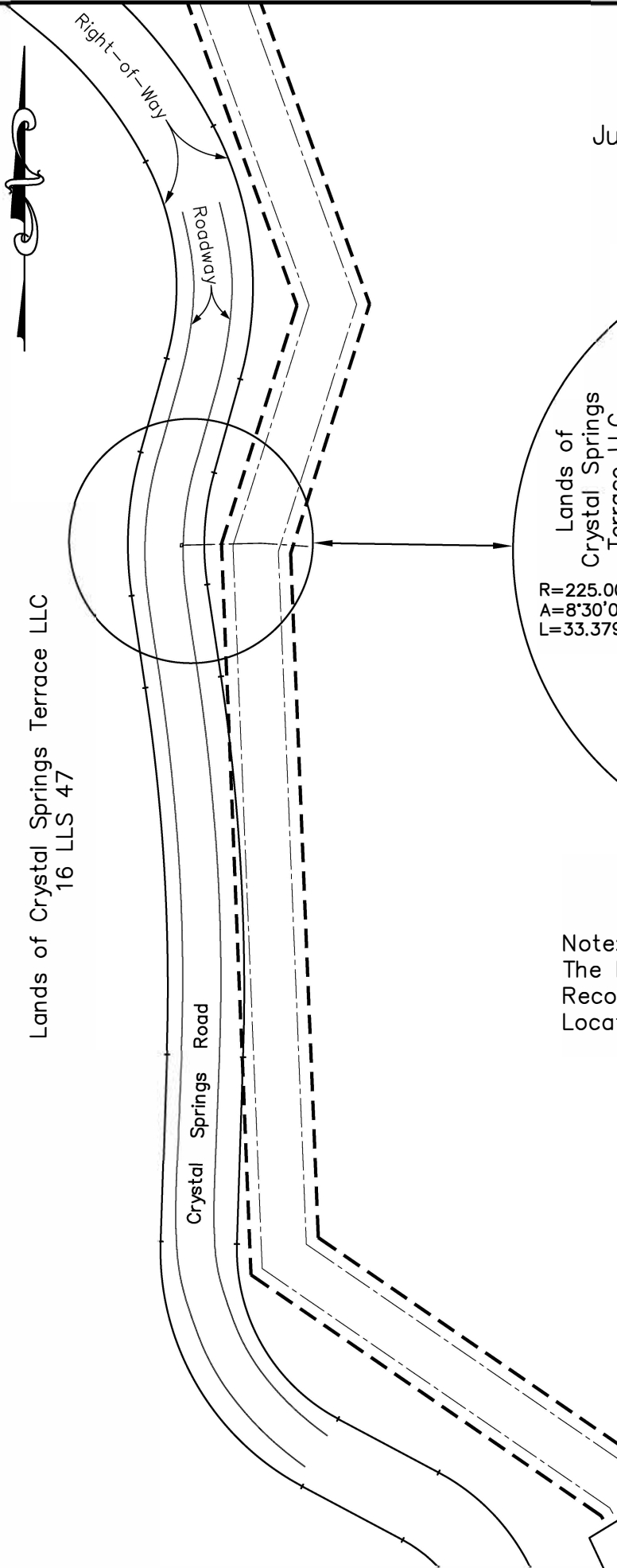
City and County of San Francisco
Public Utilities Commission
San Francisco Water Department

SAPL 2 Right-of-Way
Through Junipero Serra Park
Between Interstate 280 and
Harry Tracy Water Treatment Plant

City of San Bruno

County of San Mateo

Junipero Serra County Park



Note:

The bearings shown hereon are based on the Record of Survey filed in Book 16 LLS page 47. Location of drain and drainpipe are approximate.

Scale: $1'' = 100'$

Sheet 2 of 2

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

SAPL 2 & 3 Right-of-Way
Through Junipero Serra Park
Between Interstate 280 and
Harry Tracy Water Treatment Plant

City of San Bruno

County of San Mateo