### SAN FRANCISCO WATER DEPARTMENT LAND USE PERMIT

Pursuant to authority granted by the Public Utilities Commission, permission is hereby granted to

CITY OF LOS ALTOS ONE NORTH SAN ANTONIO ROAD LOS ALTOS, CALIFORNIA 94022

(hereinafter called "Permittee") to occupy and utilize the following described parcel or premises owned by the City and County of San Francisco (hereinafter called "City") an under jurisdiction of the Water Department:

The entirety of Parcel 233-A and portion of Parcels 232-A, 234-A, 236 and 237 of Bay Division Pipeline Nos. 3 and 4 right of way according to San Francisco Water Department records; said parcels as shown on San Francisco Water Department drawing C-1061-1 attached hereto and made a part hereof. Containing 2.53 acres more or less;

for the purpose of bicycle path and landscaping at the location referred to above.

This permit is granted subject to the following conditions:

- Unless otherwise specifically provided herein this permit shall become effective when the Public Utilities Commission or its authorized representative and the Permittee have signed it. A copy shall be furnished to Permittee.
- 2. This permit does not constitute a lease, deed or grant of an easement, or of a fee interest by City. It is not transferable or assignable, and is revocable at any time at the option of the Public Utilities Commission.
- 3. The use authorized by this permit is limited solely to the purposes set forth herein, and, except as expressly herein provided, construction, excavation or installation of structures is not authorized.
- 4. Neither City nor any commission, board, officer, or employee thereof shall be held responsible or liable for damage to any property of the Permittee installed or located on the premises covered by this permit.
- 5. Permittee shall at all times keep City's lands in good and sightly condition, so far as the same may be affected by Permittee's operation hereunder.
- 6. In the event City institutes and prevails in any action for the enforcement of any of its rights hereunder, Permittee will pay to City such reasonable attorney's fees as may be determined by the Court, as part of the costs of such action.

- 7. Permittee shall, on receipt of notice to do so and within such reasonable time limits as may be fixed by said notice, alter or remove at his own expense any of his improvements, plantings, or other property to such extent as may be required to avoid interference with any of City's pipe, power lines, or other structures now or hereafter to be constructed, with the maintenance thereof, or with any other operations or land use by City. In the event Permittee fails to alter or remove any of his improvements, plantings, or other property within the time limit specified in said notice, said improvements, plantings, or other property may be removed by City, the reasonable expense of which shall be paid to City by Permittee.
- 8. In the event of any emergency City may, at its sole option and without notice, alter, remove or protect at Permittee's expense, any improvements, plantings, or other property, except utility facilities owned either by a private company or a public agency. On notice that an emergency exists, owners of utility facilities, at their own expense, must take immediate action to protect, remove or relocate such facilities as required to meet the emergency.
- 9. Permittee shall be responsible and liable for any and all damage to City's structures or property, due directly or indirectly to Permittee's occupation and use of City lands pursuant to this permit, and shall promptly pay any just claim therefor. Permittee shall assume the defense of and indemnify and save harmless the City and County of San Francisco, its Public Utilities Commission, officers, and employees from all claims, loss, liens, damage, injury and liability of every kind, nature and description, directly or indirectly arising from Permittee's occupation and use of City lands pursuant to this permit regardless of responsibility for negligence.
- 10. Any gardening or landscaping shall be limited to low growing shrubs, grass or plants. Planting of trees on pipeline or electric line rights-of-way is expressly not permitted.
- 11. To the extent that any special conditions set forth herein conflict with or are inconsistent with the printed conditions, the special conditions shall prevail.
- 12. In the event the purpose of this permit is to allow Permittee to install utility facilities underground across City's premises, the clear distance between the bottom of Permittee's installation and the top of City's existing and proposed future water lines shall not be less than six inches and Permittee's said installation shall be placed at an approximately constant grade for the entire crossing.
- 13. In the event the purpose of this permit is to allow Permittee to install utility facilities underground across City's premises, Permittee shall properly mark the alignment of the underground installation with witness posts.
- 14. All conditions of this permit are subject to periodic review.
- 15. This permit supersedes and revokes permit numbered 3137 commencing June 1974 and issued to City of Los Altos.
- 16. This permit is made subject to restrictions, conditions and to any and all easements and encumbrances of record.
- 17. Pursuant to Section 7 of this permit, City shall not be responsible for replacement of Permittee's improvements, plantings or other property.
  - In the event maintenance is required on the existing pipelines or the installation of an additional line, then all costs of removing and replacing the Permittee's improvements shall be at no cost to the City.
- 18. Trees are expressly prohibited on Premises. Plants used for landscaping shall not exceed six (6) feet in height and shall be limited to varieties whose trunk at maturity does not exceed three (3) inches in diameter at a point six (6) inches above the ground surface.
- 19. Permittee's improvements and permitted area shall be in accordance with:
  (1) drawing entitled "Preliminary Landscape Plan" dated July 11, 1973, (revised March 21, 1974) prepared by Royston, Hanamoto, Beck & Abey, Landscape Architects; (2) set of Plans prepared by George Nolte and Associates, drawing numbers 6070-73, sheets 2, 3, 4 and 5 dated May 1974; and (3) drawing from City of Los Altos dated November 19, 1985, showing added permit area for City of Los Altos. Copies of said drawings, bearing signed approval of General Manager and Chief Engineer of San Francisco, hereinafter called "Manager", are on file with the Water Department.

Permittee shall not perform any new earthwork, construction work or alteration work on Premises without prior written approval of Manager. Permittee shall notify the Manager of Suburban Operations of the San Francisco Water Department, Telephone (415) 697-4424, five (5) working days prior to the date of undertaking any work so approved.

- 20. Permittee shall exercise extreme care in the use of any tools and equipment in the course of any work permitted hereunder so as to not damage or injure City's pipelines or appurtenances. Permittee's use of vehicles and construction equipment within twenty (20) feet of City's pipelines shall be restricted as follows:
  - a. Minimal cover over the pipelines shall be three (3) feet.

- b. "Axle loading" of vehicles and construction equipment shall not exceed "AASHO Standard H-10 Loading". H-10 loading is defined as loading caused by a two axle truck with a gross weight of ten tons (20,000 lbs.), axles 14 feet apart, and rear axle carrying 8 tons (16,000 lbs.). It is Permittee's responsibility to provide substantiation that his equipment meets this requirement. Should this loading requirement prove to be inadequate protection for the pipelines, a more stringent limitation should be effective upon City's notice to Permittee.
- c. The use of vibrating compaction equipment is prohibited.
- 21. Permit drawing attached and made a part of this permit shows the location of all City's pipeline right-of-way survey monuments. These monument points are noted in the drawings as "Existing" for monuments in place, and "Missing" for monuments not in place.

In accepting this permit, Permittee acknowledges that "existing" monuments are in good condition. During the term of this permit, Permittee shall assume full responsibility for protecting "existing" monuments from dislocation, damage and destruction.

Permittee agrees to reimburse City in the amount of \$750.00 for each monument necessitating resurvey, repair and/or replacement.

During the term of this permit, the City may replace "missing" monuments, or install new monuments. When "missing" monuments are replaced, or new monuments installed, the Permittee will be given written notice and thereafter Permittee shall assume the same protection and reimbursement responsibilities as with "existing" monuments provided herebefore.

- 22. This permit shall commence retroactively from December 1, 1985 and shall be subject to annual review unless revoked sooner, pursuant to hereinabove Condition •No. 2.
- 23. Permittee shall reimburse the City for fifty percent (50%) of all taxes and assessments levied on the subject permit area. Permittee recognizes and understands that this permit may create a possessory interest subject to property taxation and that the Permittee may be subject to the payment of property taxes levied on such interest.
- 24. Exhibit A entitled "Addendum to All City and County of San Francisco Contracts" is attached hereto and is hereby incorporated by reference.

### 25. Public Clability and Property Damage Insurance:

Permittee agrees to maintain in force during the existence of this permit, and at its cost and appears, comprehensive general liability insurance, including automobile and products liability insurance if required by the Public Utilities Commission. The policy or policies of said insurance shall name as insured, or as additional insureds. City, Public Utilities Commission and its members, and the officers, agents and employees of each. Said policy or policies shall insure said persons against loss or liability for damages for bodily injury, death or property damage occasioned by reason of the operations of fermittee in, on and about the property permitted to be occupied by or used with minimum liability limits as follows:

\$1,000,000 Combined Single Limit for bodily injury or death of any one person; and for bodily injury or death of two or more persons; in any one occurrence; and for damage to property resulting from any one occurrence.

A copy of said insurance policy or policies shall be furnished to the General Manager and Chief Engineer, San Francisco Water Department, hereinsfoor referred to as Manager, upon the execution of this permit and shall contain a provision that written notice of sancellation or of any material change thereof shall be delivered to Manager thirty (30) days in advance of the effective date thereof. In the event that others than the aforesaid persons are named in said policy or policies as insureds, or additional insureds, Fermittee shall furnish Manager with a satisfactory severability of interests endorsement thereon. Approved forms of the last two aforesaid endorsements may be obtained from Manager.

Thereafter and during the term of this permit, Permittee shall furnish to Manager, from time to time, a duly executed sertificate to the effect that the insurance coverage furnished to City is being maintained by Permittee. Such policies or certificates shall be issued by a company or companies approved in writing by City's Controller and as to form by City's City Attorney. Permittee shall increase the aforesaid limits upon the written semand of City provides that said increases are reasonable and justificate by City.

Dated	February 4, 1987	پودستان
PERMIT.	TEE Aity of Los Altos	
Ву	to I ( son	
Title	City Manager	
	ID COUNTY OF SAN FRANCISCO UTILITIES COMMISSION	
General i	Managerfol Public Utilities	
JAN Gen	MES D. COONEY leval Manager and Chief Francisco Water Department	Engineer
Dated_	FEB 2 4 198X	

### FXHIRIT A

### CHAPTER 12C OF THE SAN FRANCISCO AIMINISTRATIVE CODE

AMENDING THE SAN FRANCISCO ADMINISTRATIVE CODE BY ADDING CHAPTER 12C THERETO, PRO-HIBITING DISCRIMINATION IN REAL PROPERTY CONTRACTS ON THE GROUND OR BECAUSE OF RACE, COLOR, CREED, NATIONAL ORIGIN, ANCESTRY, AGE, SEX, SEXUAL ORIENTATION OR DISABILITY.

He is ordered by the People of the City and County of San Francisco:

Section 1. Chapter 12C is added to the San Francisco Administrative Code to read as follows:

### CHAPTER 12C

### MONDISCRIMINATION IN PROPERTY CONTRACTS

### SEC. 12C.1. All Property Contracts to Include Nondiscrimination Provisions.

All contracting agencies of the City and County of San Francisco, or any department thereof, acting for or on behalf of the City and County, shall include in all contracts, franchises, leases, concessions or other agreements involving the lesse, rental, or other use of real property and improvements thereon of the City and County of San Francisco, for a period exceeding twenty-nine (29) days in any calendar year, whether by singular or cumulative instrument, a provision obligating the contractor, franchisee, lesses, concessionsire, or other party of said agreement not to discriminate on the ground or because of race, color, cread, national origin, ancestry, age, sex, sexual orientation or disability against any person seeking accommodations, advantages, factivities, privileges, services, or membership in all business, social, or other establishments or organizations, operating from or making use of said real property, and shall require such contractor, franchisee, lesses, or concessionairs to include a similar provision in all subcontracts, subleases, or other subordinate agreements for a period exceeding twenty-nine (29) days in any calendar year, whether by singular or cumulative instrument, let, awarded, negotiated or entered into thereunder.

### SEC. 12C.2. Definitions.

As used in this chapter the term:

"Age" for the purpose of membership refers to and shall include any person who has attained the age of eighteen (18) years, except for bone fide senior citizen organizations.

"Contract" shall mean and include an agreement to operate from or wake use of real property of the City and County of San Francisco in the operation of a business, social, or other establishment or organization.

"Contractor" means any person or persons, firm, partnership, corporation, or combination thereof, who enters into a contract to operate from or make use of real property of the City and County of San Prancisco in the operation of a business, social, or other establishment or organization.

"Subcontract" shall mean and include an agreement or contract under or subordinate to a prime contract, franchise, lease, or concession to operate from or make use of real property of the City and County of San Francisco in the operation of a business, social or other establishment or organization.

"Concession" includes a grant of land or other property by or on behalf of the City and County of San Francisco to a person for the purpose or use specified in said grant.

"Concessionaire" shall mean and include a person who is the grantee or beneficiary of a concession as herein defined.

"Franchise" shall mean and include a right or privilege conferred by grant from the City and County of San Francisco, or any contracting agency thereof, and vested in and authorizing a person to conduct such business, social, or other activity as is specified in said event.

"Franchises" shall mean and include a person who is the grantee or beneficiary of a franchise as herein defined.

"Instrument" shall mean and include a contract, franchise, lesse, concession or other agreement to operate from or make use of real property of the City and County of San Francisco in the operation of a business, social or other establishment or organization.

"Lease" shall mean and include a contract by which the City and County of San Francisco, or any contracting agency thereof, grants to a person the temporary possession and use of property, for reward, and the latter agrees to return the same to the former at a future time.

"Lessee" shall mean and include a person or tenant taking possession of real property under a lesse as herein provided.

"Sublease" shall mean and include a lease by which a lesses or tenant grants or lets to another person part or all of the leased real property for a shorter term and under which said lesses or tenant retains some right or interest under the projected lesses.

"Real Property" shall mean and include land in which the City and County of
San Francisco holds a legal interest and improvements to said real property.

"Sex" shall mean the character of being male or female.

"Sexual Orientation" shall mean the choice of human adult sexual partner according

"Disability" is a physical or mental impairment which does not make the person incapable of making use of the accommodations, advantages, facilities, privileges, services or membership in business, social or other establishments or organizations with a reasonable accommodation to his or her disability, and does not make the person incapable of making such use in a manner which would not endanger his or her health and safety or the health and markety of others.

"Tenant" shall mean the person or persons, firm, partnership, corporation or combination thereof who enter into a contract, franchise, lease, concession or other agreement involving the lease, rental or other use of real property and improvements thereon of the City and County of San Francisco.

### SEC. 120.3. Nondiscrimination Provisions of Property Contracts.

Every contract, franchise, lease, concession or other agreement entered into by any agency of the City and County of San Francisco, or any department thereof, involving the lease, rental, or other use of real property and improvements thereon of the City and County of San Francisco for a period exceeding twenty-nine (29) days in any calendar year, whether by singular or cumulative instrument, shall contain the provisions following, which shall be known as the mondiscrimination provisions of such property

In the performance of this contract, the tenant agrees as follows:

(a) The tenant or subtenant will not discriminate against any person seeking accommodations, advantages, facilities, privileges, services, or membership in the business, social or other establishment or organization operated by the tenant or subtenant on the real property of the City and County of San Francisco, on the ground or because of race, color, creed, national origin, ancestry, age, sex, sexual orientation, or disability.

(b) Should the tenant or subtenant operate as a membership organization, the tenant will permit access to his membership records, rules, regulations and other pertinent data, by the awarding authority, or the Sau Francisco Human Rights Commission, for the purpose of investigating to ascertain compliance with the nondiscrimination provisions of this contract, and on request provide evidence that has or will comply with the non-discrimination provisions of this contract.

(c) That tenant or subtenant shall be deemed to have breached the nondiscrimination provisions of this contract upon;

- (1) A finding by the Director of the San Francisco Human Rights Commission or such other official who may be designated by the Human Rights Commission, that tenant has wilfully violated such nondiscrimination provisions.
- (2) Upon such finding by the Director of the Human Rights Commission, or other official designated by the Human Rights Commission, the awarding authority shall notify tenant, or subtenant that unless he demonstrates to the satisfaction of the Director of the San Francisco Human Rights Commission or other official designated by the Human Rights Commission within such reasonable period as the Human Rights Commission shall determine, that the violation has been corrected, action will be taken as set forth in subparagraph (d).
- (3) The Human Rights Commission shall, within ten days of the date of issuance of any finding by the Director of the Human Rights Commission or other official designated by the Commission in the enforcement of this chapter, mail to any person or persons affected by said finding, a copy of said finding, together with written notice of his right to appeal. Notice of appeal must be filed in writing with the Chairman of the Commission within 20 days of the date of mailing said copy and notice.
- (4) For purposes of appeal proceedings under this section, a quorum shall consist of eight members of the Commission. The vote of the majority of the full Commission shall be necessary to affirm, reverse or modify such decisions, order or other action rendered hereunder. Should a member of the Human Rights Commission be designated under Section 128.2 (c) (l) of this contract, that commissioner may not participate in an appeal under this section except as a witness.

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- oaths to witnesses in apprais before the Commission under this section. In the event that any person shall fall or refuse to appear as a witness in any such proceeding after being requested to do so, and if it shall appear to the Commission such person, requiring his presence at the proceeding and requiring him to bring Commission in the proceeding, the presiding officer of the Commission may subpoens that his testimony, or books, records, documents or other things under his control are material and relevant as evidence in the matter under consideration by the such books, records, documents or other things under his control. The presiding officer of the Commission shall have the power to administer
- inspection. Upon reaching a decision in any appeal, the Commission shall give written notice thereof to the Director of the Human Rights Commission, or other official designated by the Human Rights Commission, and the appellant or appellants. The decision of the Commission shall be final whese within 15 days of the filing and service of written notice thereof appropriate legal proceedings are filed in a court of competent jurisdiction by any party to this contract. 3 All appeals to the Human Rights Commission shall be open to public
- San Francisco shall fail to appear at an appeal proceeding of the Commission after having been given written notice to appear, such failure to appea shall be grounds for cancellation of the contract or subcontract and such tenant or subtenant shall be dressed to have forfeited all rights, benefits and privileges thereunder. (7) If any tenant or subtenant under contract to the City and County of
- regulations for the implementation of the nondiscrimination provisions of this contract, and such rules and regulations shall, so far as practicable, be similar to those adopted in applicable federal executive orders. (8) The Human Rights Commission of San Francisco shall promulgate rules and
- tenant or subtenant under any contract involving the lease, rectal or other use of real property and improvements thereon, of the City and County of San Franciaco.

  (e) Nothing contained in this contract shall be construed in any manner so as to prevent the City and County of San Franciaco from pursuing any other remedies that may irresponsible tensor, lessee, franchisee or concessionaire as to all future contracts for the use of real property. Such person, firm or corporation shall not, for a period of two (2) years thereafter, or until he/shall establish and carry out a program in con-(d) A breach of the mondiscrimination provisions in the performance of this contract shall be deemed by the City and County of San Prancisco to be a material breach of contract and hasis for determination by the officer, board of awarding authority responsitives; ble for the awarding or letting of such contract that the cenant or subtament is an formity with the mondiscrimination provisions of this contract, be allowed, to act as a
- be available at law.

# Numan Rights Commission Empowered.

The San Francisco Human Rights Commission, its presiding officer and its director are hareby granted the power to do all acts and exercise all powers referred to in Section 120.2 hereof.

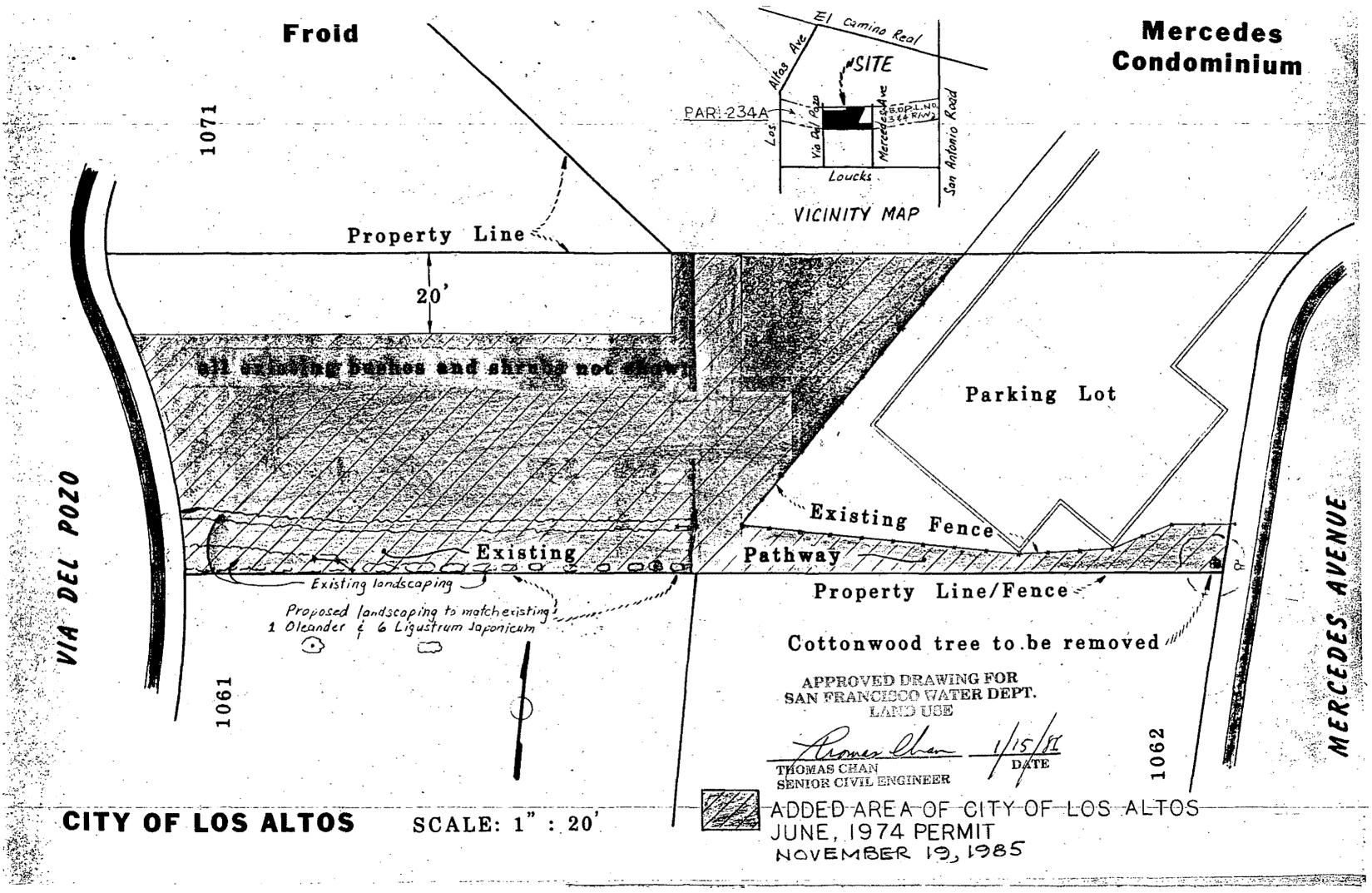
## 12C.5. Funding.

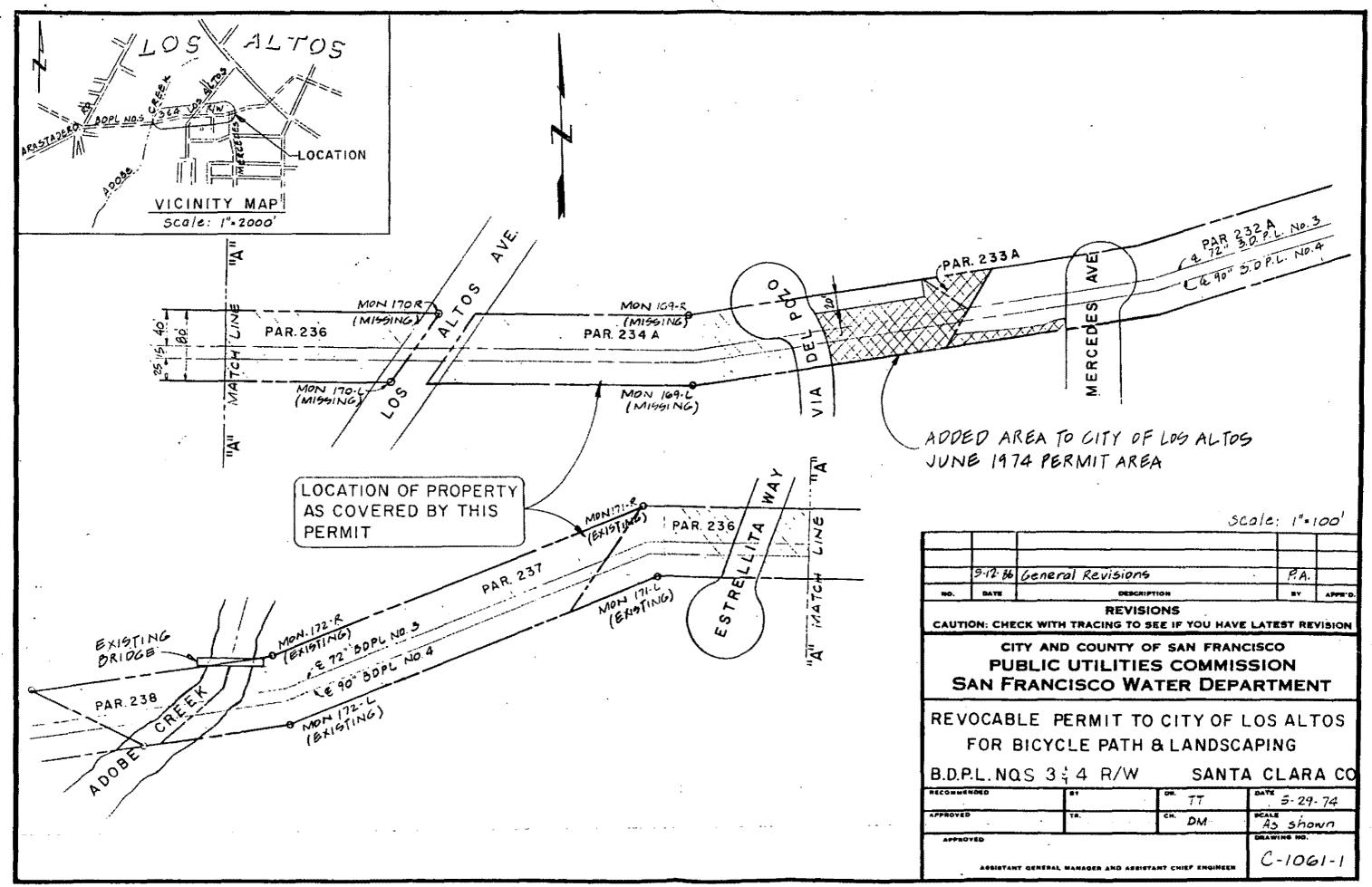
The Board of Supervisors shall appropriate such funds from the general fund of the City and County of San Francisco, subject to budgetary and fiscal provisions of the charter, as it may deem necessary for enforcement of this ordinance.

## 12C.6. Severability

If any clause, sentence, paragraph or part of this title or the application thereof to any person or circumstances shall, for any resson, be adjudged by a court of
competent jurisdiction to be invalid, such jurisdiction shall not affect, impair or invalidate the remainder of this chapter.

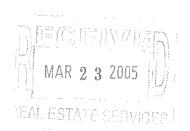
Final Passage-Pabruary 28, 1977 Approved by Mayor-March 11, 1977







Department of Public Works Engineering Division One North San Antonio Road Los Altos, California 94022-3087 (650) 947-2780 Fax (650) 947-2732



March 22, 2005

Gary Dowd, Director of Real Estate

SAN FRANCISCO PUBLIC UTILITIES COMMISSION

Real Estate Services

1155 Market Street, 4<sup>th</sup> Floor

San Francisco, CA 94103

SUBJECT: HETCH HETCHY RIGHT OF WAY LAND USE PERMIT

Dear Mr. Dowd,

The City of Los Altos currently holds a Land Use Permit from the San Francisco Public Utilities Commission to occupy and utilize the entirety of Parcel 233-A and portions of Parcels 232-A, 234-A, 236 and 237 of Bay Division Pipeline Nos. 3 and 4 right of way for the purpose of a bicycle path and landscaping. A copy of the Use Permit is attached. A bicycle path exists on Parcels 236 and 237. Parcel 233-A and portions of Parcels 232-A, 234-A are currently undeveloped.

Los Altos requests that the Use Permit by modified to delete Parcel 233-A and portions of Parcels 232-A, 234-A from the Use Permit. The City has abandoned our proposed plan to construct a bicycle path in this area west of Los Altos Avenue. However, we wish to continue to maintain the existing bicycle path and landscaping east of Los Altos Avenue on Parcels 236 and 237. A drawing showing the area to be deleted from the Use Permit is attached.

Please advise on the process or procedure for modifying the Use Permit. Your assistance in this matter is greatly appreciated. If you have any questions, please feel free to contact me at (650) 947-2622.

Sincerely.

Ilm Porter

Public Works Director

Attachments



HETCH HETCHY WATER & POWER CLEAN WATER

GAVIN NEWSOM MAYOR

RICHARD SKLAR PRESIDENT

ANN MOLLER CAEN VICE PRESIDENT

E. DENNIS NORMANDY ADAM WERBACH RYAN L. BROOKS

SUSAN LEAL GENERAL MANAGER

### SAN FRANCISCO PUBLIC UTILITIES COMMISSION

**REAL ESTATE SERVICES** 

1155 Market St., 4th Floor, San Francisco, CA 94103 • Tel. (415) 487-5210 • Fax (415) 487-5200



April 22, 2005

Jim Porter, Public Works Director **The City of Los Altos** Department of Public Works One North San Antonio Road Los Altos, CA 94022-3087

### SUBJECT: HETCH HETCHY RIGHT OF WAY LAND USE PERMIT

Dear Mr. Porter,

Per the request of the City of Los Altos to delete portions of the Land Use Permit P-3137A, the San Francisco Public Utilities Commission has agreed to the deletions for the entirety of Parcel 233-A and portions of Parcels 232-A and 234-A from the land use permit. The Land Use Permit will retain Parcels 236 and 237, including the maintenance of the bike path and landscaping on those parcels. The Land Use Permit has been renumbered P-3137B. A map showing the active parcels covered under this permit is attached.

If you have any questions regarding this matter, feel free to contact me at (415) 554-1522.

Robert Reiter

Real Property Officer

Attachments

