

Exhibit A

Easement Deed - Granting of Polhemus Road Easements to City and County of San Francisco

Summary of noise monitoring and mitigation measures

- The City hired a world renowned tunneling design and construction management firm, Jacobs Associates, to assist in overseeing the management of all construction activities to ensure that the tunnel is built in accordance with the contract documents and that the specific requirements for environmental and noise mitigation are executed to meet the performance standards.
- The City and its Construction Management Consultant will monitor and enforce on a daily basis, the performance of the contractor. Violation of the requirements including noise standards may result in stoppage of construction activities. Work stoppage will result in financial penalties if the contractor does not take corrective actions in a timely and effective manner. The contract provides for liquidated damages (some as high as \$10,000 per day) for missing specific intermediate and final completion milestones.
- In an effort to encourage early completion of the night work to minimize the night noise impact, the City incorporated a significant financial bonus for completing the night work ahead of the specified schedule. This incentive is paid at \$10,000 per day with a maximum limit of \$500,000. The selected contractor will need to undertake all feasible measures to comply with the established limits in the most expedient fashion to avoid work stoppage, which may precipitate levying of liquidated damages and loss of opportunity to earn the early completion bonus.
- The City has required the contractors responding to the construction bid solicitation to be specifically pre-qualified for this project. This process ensures that the selection of the successful contractor is not strictly based on price but also on its ability and qualifications to deliver the project within the defined limits, which include noise mitigation compliance.
- A noise and vibration control plan is required to be submitted by the contractor prior to being allowed to mobilize or start any construction work. This plan will be reviewed and approved by the County and City with input from their specialized noise consultants, before the contractor is allowed to proceed with the construction.
- Tests will be conducted to confirm the construction noise and vibration levels and effectiveness of noise control measures prior to construction.
- Continuous monitoring and reporting of construction noise levels will be conducted to meet performance standards. In the event that the thresholds are exceeded, the contractor shall provide documentation to the City and County within 48 hours of the exceeded incident, identifying the source (e.g., unusually noisy construction method, broken muffler, emergency repair) and identifying the corrective actions that are being taken to reduce the noise.
- In the event that complaints are received regarding noise, the contractor will provide information to the City and County within 48 hours of being notified of the complaint, regarding the noise levels measured and activities that correspond to the complaints. This will allow the County to be informed and proactive in responding to noise issues. These noise levels will be compared to the information provided in the noise control plan, and, if necessary, the effectiveness of implemented noise control measures shall be verified by the contractor. The contractor will be responsible for ensuring that all implemented noise control measures are installed and used correctly, and that the construction activities comply with the project's Noise Performance Standards.
- The noise monitoring data will be made available on the project web site.

- The SFPUC will provide neighborhood notices about the nature and extent of construction activities and intermittent updates so that property owners will be informed and know what to expect.
- The SFPUC will dedicate a community liaison to the project, as the main contact to the community for any concerns, and his or her contact information shall be provided on all notices to the community.

The community liaison will have an office within the project construction trailer and be available to respond to questions and concerns during project construction. A phone number will also be provided to the SFPUC Millbrae Dispatch Desk, which responds to calls 24 hours per day, seven days a week.

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

San Francisco Public Utilities Commission
1155 Market Street, 5th Floor
San Francisco, CA 94102
Attn: Director, Commercial Land Management

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

Documentary Transfer Tax of \$0 based on full value of the property conveyed

EASEMENT DEED
(Assessor's Parcel No. _____)

IN ACCORDANCE WITH THE TERMS OF A SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS dated June 11, 1998 known as HETER V. COUNTY OF SAN MATEO, ET AL, the COUNTY OF SAN MATEO ("Grantor") hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("CCSF"), the easements described herein on the terms and conditions set forth below.

1. Grant. Grantor hereby grants to CCSF perpetual easements beneath and adjacent to portions of Polhemus Road, a county highway owned and operated by Grantor for the installation, operation, maintenance, repair and replacement of the existing 96 inch diameter water pipeline known as the Crystal Springs Bypass Pipeline and related appurtenances (sometimes referred to as "Crystal Springs Bypass 1" or "CS Bypass 1") and for the installation, operation, maintenance, repair and replacement of a comparably sized water pipeline and related appurtenances enclosed in a tunnel, to be installed parallel to the existing Crystal Springs Bypass pipeline (sometimes referred to as "Crystal Springs Bypass 2" or "CS Bypass 2"), more specifically described as follows:

(i) a perpetual, exclusive subsurface easement in the real property located in the County of San Mateo, State of California described on Exhibit A to Attachment 1 attached hereto and shown on the plat attached hereto as Exhibit B to Attachment 1 (the "Crystal Springs Bypass 1 Easement Area"), for the installation, operation, maintenance, repair and replacement of the existing 96 inch diameter water pipeline known as the Crystal Springs Bypass 1 and related appurtenances;

(ii) a perpetual, exclusive subsurface easement in the real property located in the County of San Mateo, State of California described on Exhibit A to Attachment 2 attached hereto and shown on the plat attached hereto as Exhibit B to Attachment 2 (the "Crystal Springs Bypass 2 Pipeline Easement Area") for the installation, operation, maintenance, repair and replacement of a comparably sized water pipeline and related appurtenances enclosed in a tunnel, to be installed parallel to the existing Crystal Springs Bypass 1 pipeline, and for an access vault to such tunnel and pipeline; and

(iii) a perpetual nonexclusive surface easement within the Crystal Springs Bypass 1 Easement Area and the Crystal Springs Bypass 2 Easement Area for the installation, operation, maintenance, repair and replacement of valve vaults, access vaults, concrete equipment pads, and related appurtenances (collectively, the "Surface Improvements") to Crystal Springs Bypass 1 and Crystal Springs Bypass 2, as generally depicted on page C7 of plans prepared by City and County of San Francisco Public Utilities Commission, Infrastructure Division, Engineering Management

Bureau in connection with Contract No. WD-2498, New Crystal Springs Bypass (Polhemus) Tunnel. (the "New CS BP Tunnel Plans"). The surface areas on which the Crystal Springs Surface Improvements are actually installed are referred to herein as the "Crystal Springs Surface Easement Areas." A copy of page C7 of the New CS BP Tunnel Plans is attached hereto as Attachment 3. Grantor acknowledges that the drawing on page C7 of the New CS BP Tunnel Plans is a general depiction of the Crystal Springs Surface Improvements, and the locations of the Crystal Springs Surface Improvements have not been plotted by survey, but are more generally depicted.

The Crystal Springs Bypass 1 Pipeline Easement Area, the Crystal Springs Bypass 2 Pipeline Easement Area, and the Crystal Springs Surface Easement Areas are collectively referred to herein as the "Easement Area."

2. Reserved Rights. Grantor shall retain all rights and privileges to the surface of the Easement Area not inconsistent with the above easement, subject to the conditions, covenants and restrictions set forth in this Easement Deed.

3. No Trees, Structures or Improvements. Grantor shall not do anything in, on, under or about the Easement Area that could cause damage or interference to CCSF's pipelines and related facilities. Without limiting the foregoing, Grantor agrees that no trees or shrubs shall be planted, no structures or improvements of any kind or character shall be constructed or placed, and no excavation shall occur, on the Easement Area without the prior written consent of CCSF, except for the permitted uses set forth in paragraph 4 below. CCSF agrees to use good faith reasonable efforts to respond within ninety (90) days to any written request for consent under this paragraph 3 as may be submitted by Grantor; provided, however, CCSF's failure to respond within such time period shall not be deemed automatically to be consent.

4. Grantor's Use of Easement Area; Grantor's Facilities. Grantor reserves the right to maintain in, on, under or about the Easement Area, the following: sanitary and storm sewers, roads, streets, underground utilities, retaining walls, electric power lines, and telephone and telegraph lines, including the right of free ingress to and egress from the Easement Area for the purpose of maintaining, repairing and renewing such structures. Grantor further reserves the right to replace or upgrade existing or future utility systems owned by the Grantor and to construct retaining wall structures on an as-needed basis to protect its roadways and to realign or widen its road, as desired. In exercising its rights hereunder, Grantor shall not use the Easement Area, or permit the same to be used, for any purpose or in any manner which will interfere with, damage or endanger any pipes, pipelines, conduits, connections, appurtenances or appliances of CCSF.

5. Prior Notice of Excavation or Construction. In order to safeguard Grantor's and CCSF's respective facilities in the Easement Area, Grantor and Grantee shall each provide to the other party at least four (4) weeks' prior written notice any planned excavation or construction work within the Easement Area, together with plans and specifications for any such construction activities, to allow the other party to review and comment on such plans and specifications. In the event of an emergency, Grantor and CCSF shall not be required to provide each other with four (4) weeks' notice of proposed work within the Easement Area, but shall provide notice as soon as is practicable.

6. Notices. All notices, demand, consents or approvals which are or may be required to be given by either party to the other under this Easement Deed shall be in writing and shall be deemed to have been fully given when delivered in person to such representatives of Grantor or CCSF as shall from time to time be designated by such party for the receipt of notices, or when deposited in the United States mail, postage prepaid, and addressed to the following:

If to CCSF: Manager, Land Engineering Division
San Francisco Public Utilities Commission
1000 El Camino Real
Millbrae, CA
(650) 872-5900

and if to Grantor: San Mateo County Department of Public Works
Attn: Director of Public Works
555 County Center, 5th Floor
Redwood City, CA 94063
(650) 363-4100

or to such other address with respect to either party as that party may from time to time designate by notice to the other given pursuant to the provisions of this Section.

7. Access. CCSF shall have the right of ingress and egress from the Easement Area across adjacent lands of Grantor over any available roadways or such routes as may be agreed upon, to the extent necessary for CCSF to enjoy its rights hereunder including the right to access vault(s) and appurtenances located within Grantor's roadway. Grantor shall not be liable for any damage or claim for damage, either for property damage or personal injury, to CCSF, its officers, agents, employees, officials, contractors or subcontractors that arises as a result of ingress or egress from the Easement Area.

8. Heavy Vehicles and Equipment. To prevent damage to CCSF's pipelines and Grantor's facilities, Grantor and Grantee agree that heavy vehicles or equipment that exceed Caltrans' H20 loading standard (or similar standard as modified by the agency) shall not be used within the Easement Area without prior notice to and prior written approval of the other party. Grantor and CCSF, respectively, each agree to use good faith reasonable efforts to respond within forty-five (45) days to any written request for consent to any use exceeding such standards as may be submitted by the other party; provided, however, any failure to respond within said time period shall not be deemed automatically to be consent.

9. Pipeline Depth. The upper surface of the existing pipeline is located approximately three to five feet beneath Polhemus Road. The new pipeline will lie parallel to the existing pipeline within a tunnel that will reach approximately from between 60 to 200 feet in depth. Pipeline appurtenances may be constructed at or above the surface of the ground.

10. Completion of Work. Following completion of any excavation work by CCSF in or around the Easement Area, CCSF shall return the surface of the Easement Area to its prior condition (other than as required in connection with the Surface Improvements), including repaving and regrading the affected portions of the existing roadway as reasonably required by Grantor. Following completion of construction or installation work within the Easement Area by either Grantor or Grantee, the party performing the work shall provide the other party with a copy of the as-built plans for such installation that accurately reflect the nature of, and location of, any new or modified facilities installed within the Easement Area, including an electronic copy of such as-built plans, if available.

11. Run with the Land. The rights and obligations set forth herein shall run with the land, and shall bind and inure to the benefit of the heirs and successors of the parties hereto.

[No further text this page.]

Executed as of this ____ day of _____, 2008.

COUNTY OF SAN MATEO,

By: _____
Adrienne J. Tissier, President, Board of Supervisors

APPROVED AS TO FORM:

By: _____

ATTEST:

By: _____
Clerk of the San Mateo County Board of Supervisors

ACCEPTED:

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

By: _____
General Manager, Public Utilities Commission

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____
Deputy City Attorney

State of California)
County of San Francisco)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

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

Dated _____ By _____

AMY L. BROWN
Director of Property

Attachment 1

Crystal Springs Bypass 1 Easement Area

See attached

Exhibit A - Legal Description of CS Bypass 1

Exhibit B - Plat of CS Bypass 1

Attachment 2

Crystal Springs Bypass 2 Easement Area

See attached

Exhibit A - Legal Description of CS Bypass 2

Exhibit B - Plat of CS Bypass 2

Attachment 3

Surface Installations

[See attached Page C7 of New CS BP Tunnel Plans.]

Exhibit A
CS Bypass 1

All that certain real property situate in the County of San Mateo, State of California, described as follows:

Parcel 1

An easement for waterline purposes, having a width of twenty feet, lying ten feet on each side of the centerline of an existing pipeline having an inside diameter of ninety-six inches, said centerline being more particularly described as follows:

Beginning at a monument in Polhemus Road at station 68+91.98 E.C. as shown on that map by Lawrence G. Brian recorded on December 18, 1957 in Volume 48 of maps at pages 16 and 17, Records of San Mateo County, California; thence the following courses:
1 - N 5° 32' 51" W (shown as S 6° 37'15" E on said map) along the centerline of Polhemus Road 892.91 feet;
2 - N 27° 11' 36" W 531.76 feet to a point on the westerly line of Polhemus Road, said point being the TRUE POINT OF BEGINNING;
3 - N 12° 33' 52" W 66.30 feet to the beginning of a non-tangent curve concave to the southwest, to which a radial line bears N 47° 42' 10" E;
4 - 238.43 feet along said curve having a radius of 932.00 feet and a central angle of 14° 39' 27";
5 - N 57° 10' 26" W 1059.47 feet to the beginning of a curve tangent at this point;
6 - 231.83 feet along said curve, concave to the northeast, having a radius of 1017.00 feet and a central angle of 13° 03' 39";
7 - N 44° 04' 20" W, non-tangent to the previous curve, 1607.55 feet ;
8 - N 38° 20' 28" W 110.09 feet;
9 - N 28° 28' 47" W 110.09 feet;
10 - N 23° 27' 32" W 93.57 feet to the end of this description, from which a San Francisco Water Department brass cap monument, monument number 116, having grid coordinates of N 2,021,659.59 and E 6,025,140.18, California Coordinate System, Zone 3, bears N 20° 49' 01" E 147.14 feet.

The side lines of said twenty foot wide easement shall be lengthened or shortened to begin at the right-of-way line of Polhemus Road and terminate at the south easterly line of Parcel 3, to be described herein.

A plat showing the above described centerline is attached hereto and made a part hereof as "EXHIBIT B, CS Bypass 1".

Parcel 2
CS Bypass 1

An easement for waterline purposes, having a width of twenty feet, lying ten feet on each side of the centerline of an existing pipeline having an inside diameter of ninety-six inches, said centerline being more particularly described as follows:

Beginning at a monument in Polhemus Road at station 68+91.98 E.C. as shown on that map by Lawrence G. Brian recorded on December 18, 1957 in Volume 48 of maps at pages 16 and 17, Records of San Mateo County, California; thence the following courses:
1 - N 5° 32' 51" W (shown as S 6° 37'15" E on said map) along the centerline of Polhemus Road 892.91 feet;
2 - N 24° 01' 41" W 267.27 feet to a point on the westerly right-o-way line of Polhemus Road, said point being the TRUE POINT OF BEGINNING;
3 - N 82° 17' 04" E 101.10 to the easterly right-of-way line of Polhemus Road and the end of this description.

The side lines of said twenty foot wide easement shall be lengthened or shortened to begin and terminate at the right-of-way line of Polhemus Road.

A plat showing the above described centerline is attached hereto and made a part hereof as "EXHIBIT B, CS Bypass 1".

Parcel 3
CS Bypass 1

Beginning at a monument in Polhemus Road at station 'L' 125+20.92 BC, as shown on that map by San Mateo County Department of Public Works Titled "Right-Of-Way Map" "Crystal Springs Road-County Road No. 118" dated January 1992, sheet 2 of 3; thence the following courses:

- 1 - S14°34'30"W 348.07 feet (shown as N13°28'E 348.18 feet on said map);
 - 2 - S42°23'08"W 145.41 feet to the TRUE POINT OF BEGINNING, being a point on a curve concave to the east having a radius of 680.00 feet, to which point a radial line bears N86°21'14"W;
 - 3 - 116.94 feet along said curve concave to the east, having an included angle of 9°51'12";
 - 4 - S23°27'32"E 109.50 feet;
 - 5 - N66°32'28"E 44.09 feet;
 - 6 - N23°27'32"W 132.95 feet;
 - 7 - N02°35'01"E 37.23 feet;
 - 8 - N66°32'28"E 18.10 feet;
 - 9 - N23°27'32"W 20.52 feet;
 - 10 - S66°32'28"W 34.44 feet;
 - 11 - N23°27'32"W 30.73 feet to the True Point of Beginning.
- Containing 0.19 acres, more or less.

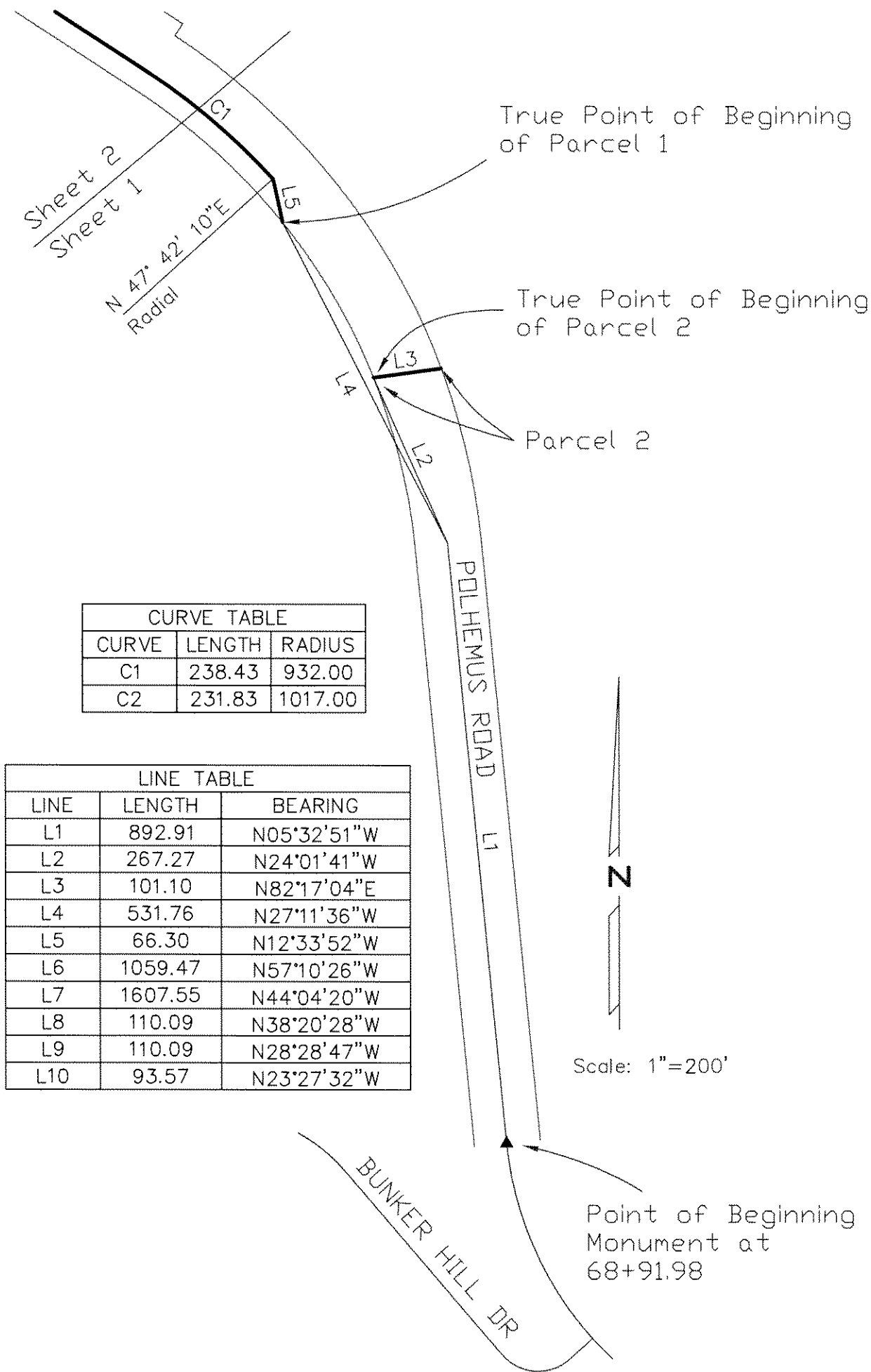
A plat showing the above described Parcel 3 is attached hereto and made a part hereof as "EXHIBIT B, CS Bypass 1".

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.

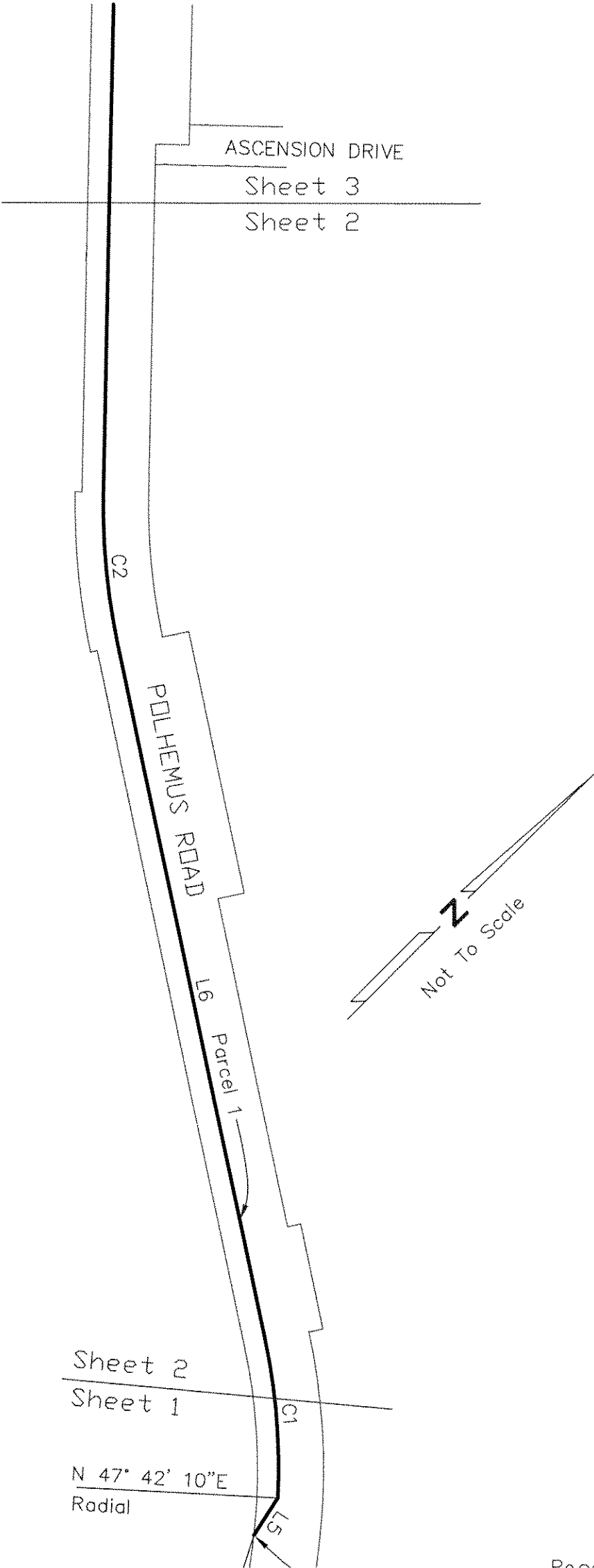
Tony E. Durkee LS 5773
Exp. 06/30/2008

Dated: December 10, 2007

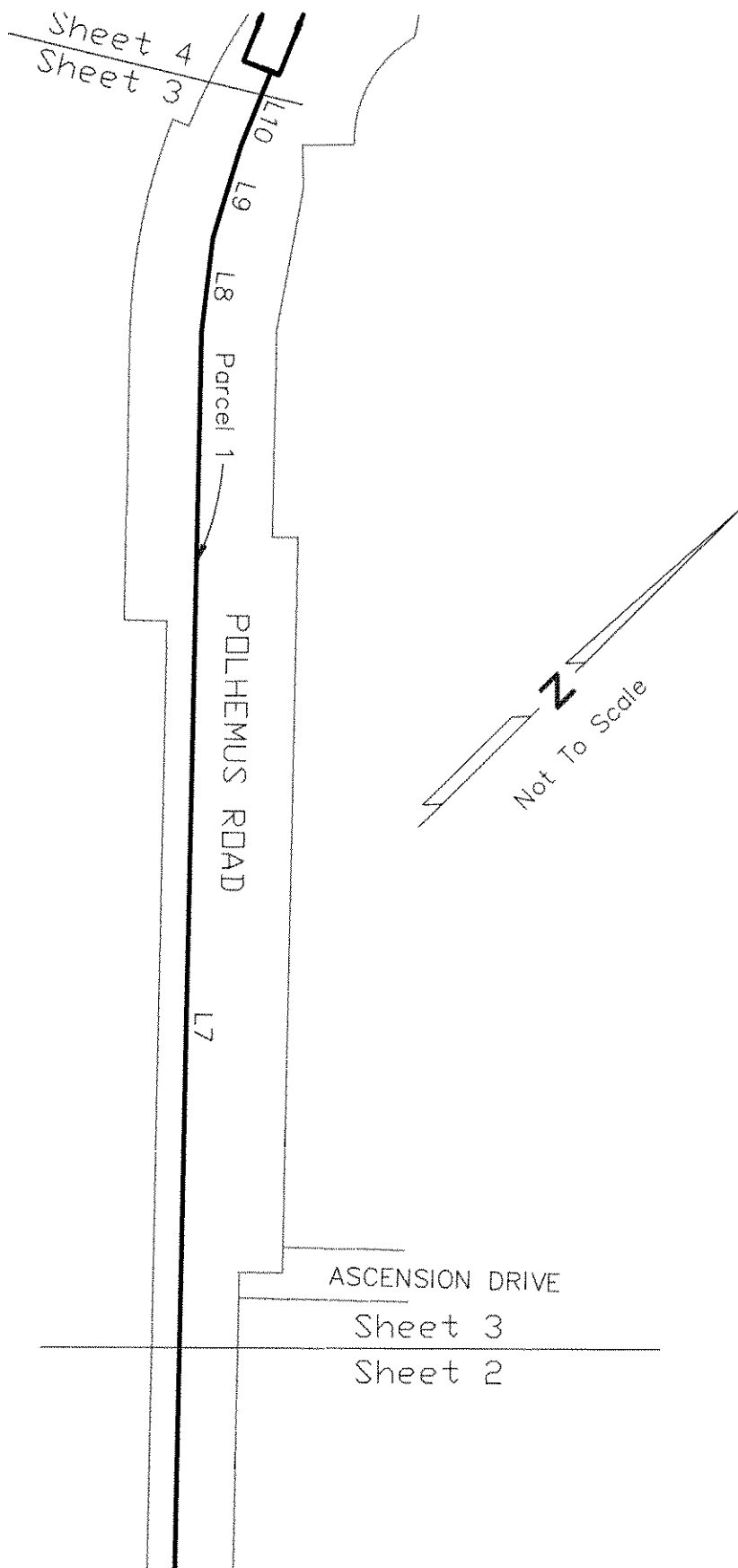
EXHIBIT B
CS Bypass 1



CS Bypass 1



CS Bypass 1



LANDS OF CITY & COUNTY OF
SAN FRANCISCO

POLHEMUS ROAD

Street Mon.
in hand hole
'L2' 121+49.49 EC
'L' 121+72.78 POT

145.41
S42°23'08"W

True Point of Beginning
of Parcel 3

Radial N86°21'14"W

N23°27'32"W
30.73

N66°32'28"E
34.44

N23°27'32"W
20.52

Parcel 3

18.10
N66°32'28"E

S02°35'01"W
37.23

L=116.94'
R=680.00

Mon 116 ▲

Area = 0.19
acres ±

Not To Scale

CS Bypass 1

N23°27'32"W
132.95

N23°27'32"W
109.50

44.09 N66°32'28"E

Sheet 4
Sheet 3

EXHIBIT A
CS Bypass 2

LEGAL DESCRIPTION

All that certain real property situate in the County of San Mateo, State of California, described as follows:

Parcel 1

An easement for water transmission purposes, having a width of twenty feet, lying ten feet on each side and lying between 40.00 feet below and 260.00 feet below the existing surface of the county road known as Polhemus Road, the centerline being more particularly described as follows:

Beginning at a point lying on the right-of-way line of Polhemus Road, a county road, having grid coordinates of N 2,021,733.29 and E 6,025,115.52, California Coordinate System, Zone 3; from which a San Francisco Water Department brass cap monument, monument number 116, having grid coordinates of N 2,021,659.59 and E 6,025,140.18, California Coordinate System, Zone 3 bears South 18°29'41" East, a distance of 77.72 feet;

Thence from said point of beginning; South 27°47'46" East, a distance of 334.30 feet to the beginning of a curve tangent to said line; Thence southerly and southeasterly a distance of 283.40 feet along the curve concave to the northeast, having a radius of 1000.00 feet and a central angle of 16°14'16"; Thence South 44°02'02" East, a distance of 1517.32 feet to the beginning of a curve tangent to said line; Thence southeasterly a distance of 229.68 feet along the curve concave to the northeast, having a radius of 1000.00 feet and a central angle of 13°09'34"; Thence South 57°11'36" East, a distance of 1179.46 feet to the beginning of curve tangent to said line; Thence southeasterly a distance of 183.09 feet along the curve concave to the southwest, having a radius of 1000.00 feet and a central angle of 10°29'25"; Thence South 46°42'12" East, a distance of 28.57 feet to the right-of-way line of said Polhemus Road and the end of this centerline description. The sidelines shall be lengthened or shortened to begin and end at the right-of-way line of said Polhemus Road.

A plat showing the above described centerline is attached hereto and made a part hereof as "EXHIBIT B, CS Bypass 2".

Parcel 2

Beginning at a monument in Polhemus Road, said monument being northwesterly 50 feet more or less from the southeasterly line of Polhemus Road at station 'L₂' 121+49.49 EC ≈ 'L' 121+72.78 POT as shown on that map by San Mateo County Department of Public Works titled "Right-of-Way Map" "Crystal Springs Road-County Road No. 118" dated January 1992, sheet 2 of 3, said point being S14°34'30"W 348.07 (shown as N13°28'E 348.18 feet from station "L" 125+20.92 BC on said map); thence the following courses: S83°40'36"W 203.74 feet to the TRUE POINT OF BEGINNING;
N24°11'49"E 108.91 feet;
N65°44'22"W 16.03 feet;
N22°14'41"E 37.18 feet;
S65°44'22"E 55.77 feet, more or less, to the easterly line of Crystal Springs Road;
Along said easterly line a distance of 155 feet, more or less, to a point bearing S 46°31'50"E from the TRUE POINT OF BEGINNING;
N46°31'50"W 21.4 feet, more or less, to the TRUE POINT OF BEGINNING.
Containing 0.13 acres, more or less.

A Plat showing the above described Parcel 2 is attached hereto and made a part hereof as "EXHIBIT B, CS Bypass 2".

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.

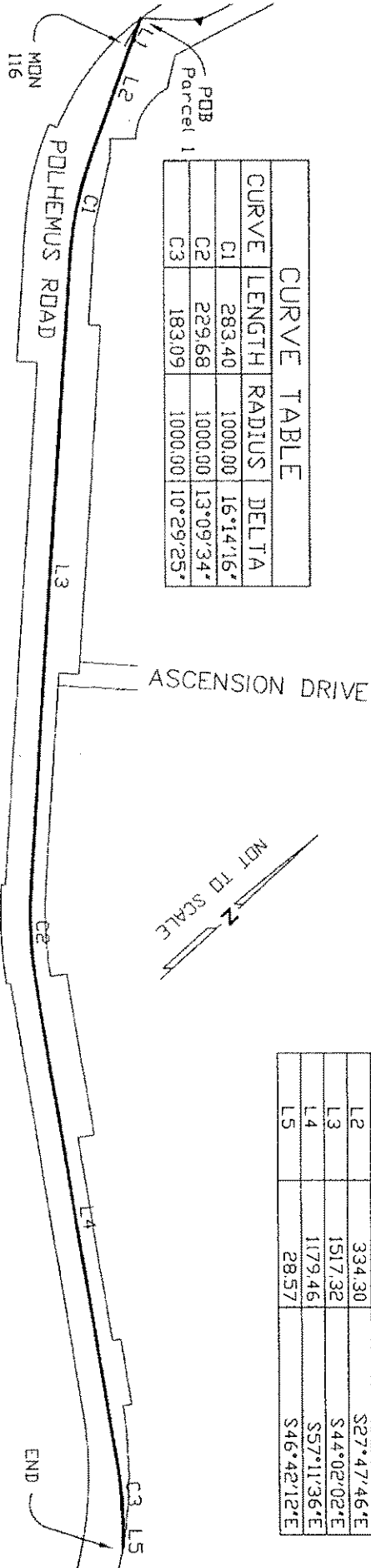
Tony E. Durkee LS 5773
EXP. 06/30/2008

Dated: February 8, 2008

EXHIBIT B CS Bypass 2 POLHEMUS TUNNEL WATER TRANSMISSION EASEMENT

CITY AND COUNTY OF SAN FRANCISCO
PUC/WATER SUPPLY AND TREATMENT DIV.
TONY E. DURKEE LS 5773
EXP. 06/30/2008

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	283.40	1000.00	16°14'16"
C2	229.68	1000.00	13°09'34"
C3	183.09	1000.00	10°29'25"



LINE TABLE		
LINE	LENGTH	BEARING
L1	77.72	S18°29'41"E
L2	334.30	S27°47'46"E
L3	1517.32	S44°02'02"E
L4	1179.46	S57°11'36"E
L5	28.57	S46°42'12"E

POINT TABLE			
POINT NUMBER	NORTHING	EASTING	DESCRIPTION
1	2021659.59	6025340.18	MON 116
2	2021733.29	6025115.52	POB
3	2021437.57	6025271.41	PC
4	2021208.81	6025437.10	PT
5	2020117.97	6026491.76	PC
6	2019772.54	6026668.89	PT
7	2019333.51	6027660.23	PC
8	2019220.82	6027804.20	PT
9	2019201.23	6027824.99	END

EXHIBIT B CS Bypass 2

