



AGENDA ITEM

Public Utilities Commission

City and County of San Francisco



DEPARTMENT Infrastructure Division AGENDA NO. 11
MEETING DATE May 11, 2021

Approve Project No. CUW2751801, Southern Skyline Boulevard Ridge Trail Extension and Authorize Acceptance of Easement: Regular Calendar
Project Manager: Mary Tienken

Approve Project No. CUW2751801, Southern Skyline Boulevard Ridge Trail Extension, and Authorize Acceptance of Existing Trail Easement at No Cost to City

Summary of Proposed Commission Action:	Approve Water Enterprise-funded Project No. CUW2751801, Southern Skyline Blvd. Ridge Trail Extension (Project); adopt the required California Environmental Quality Act Findings, including a Statement of Overriding Considerations, and the Mitigation Monitoring and Reporting Program for the Project; authorize the General Manager to implement the Project in compliance with the Charter and applicable law; and authorize the General Manager to execute an agreement transferring to the City, at no cost, an easement through Skylawn Memorial Park currently held by the Bay Area Ridge Trail Council subject to Board of Supervisors approval of acceptance of the easement. This action constitutes the Approval Action for the project for the purposes of CEQA, pursuant to Section 31.04(h) of the San Francisco Administrative Code.
Background:	<u>Peninsula Watershed Management Plan</u> The concept of a new trail extending south from Highway 92 in the Peninsula Watershed, was first described in the Peninsula Watershed Management Plan (Management Plan), which addressed the management of watershed lands in a comprehensive, integrated manner and was designed to guide development of specific management actions and projects. The Management Plan includes specific policies and management actions in response to the Bay Area Ridge Trail Council's request that the Bay Area Ridge Trail be routed through a portion of the Peninsula Watershed. The Bay Area Ridge Trail was started in 1987 by the Bay Area Ridge Trail Council to create an approximately 550-mile long continuous trail for hikers, mountain bicyclists, and equestrians along the ridgelines overlooking San Francisco Bay. Currently, 360 miles of the Bay Area Ridge Trail have been constructed.

APPROVAL:

COMMISSION
SECRETARY

Donna Hood

	<p>On July 26, 2001, by Resolution No. 01-0140, the Commission approved the Peninsula Watershed Management Plan Final Environmental Impact Report (EIR) and adopted findings and a Mitigation Monitoring and Reporting Program (MMRP) as required by California Environmental Quality Act (CEQA).</p> <p>The proposed Project under consideration today would allow implementation of unsupervised access along the southern skyline ridge trail alignment, first discussed at a programmatic level of detail in the Management Plan. Thus, the project-specific details of the Southern Skyline Ridge Trail, including the proposed location, construction, and operation, have now advanced from a program to a project level of detail.</p>
Result of Inaction:	<p>A delay in approving this Project, adopting the required CEQA Findings and the MMRP, and authorizing the General Manager to implement the Project would delay the SFPUC's efforts to implement the Project and restrict the SFPUC's ability to meet the Peninsula Watershed Management Plan's objectives.</p>
Project Description and Proposed Action:	<p>Project Description</p> <p>The proposed Project No. CUW2751801, Southern Skyline Blvd. Ridge Trail Extension ("Project") will enhance the existing Fifield-Cahill Ridge Trail which is located north of Highway 92, and create a new six mile segment of Bay Area Ridge Trail—the Southern Skyline Boulevard Ridge Trail—through the interior of the Peninsula Watershed, south of Route 92. Attached is a Location Map and Trail Alignment Plans showing the proposed trail.</p> <p>The Project objectives are as follows:</p> <ul style="list-style-type: none"> • Provide multi-modal access to the Peninsula watershed in accordance with the Peninsula Watershed Management Plan; • Extend and enhance the Bay Area Ridge Trail on the Peninsula Watershed via construction of trail segments and associated facilities; • Ensure watershed protection; • Protect sensitive habitat; and • Enhance educational opportunities. <p>This Project includes:</p> <ul style="list-style-type: none"> • A new 6-mile-long ridge trail along State Route 35 (S.R. 35), also known as Skyline Boulevard, to be served by a new 20-car parking lot and two new restrooms; • Installation of wildlife friendly security fencing and other security features at the trailhead;

- A new 0.5-mile universal access loop trail (that provides Americans with Disabilities Act-compliant access and parking) along the existing Fifield-Cahill Ridge Trail, a new 50-car parking lot, and one new restroom;
- The transfer, from the Bay Area Ridge Trail Council to the SFPUC, of a trail easement along an existing segment of the Bay Area Ridge Trail through Skylawn Memorial Park, APN 056-550-020 and 030 (Attachment 1); and
- Access program modifications for each of the two trail segments:
 - Similar to the docent program presently in place for the Fifield-Cahill Ridge Trail, visitors to the new segment of the Fifield-Cahill Ridge Trail would need a reservation and the supervision of a trained volunteer (i.e., docent). This program would allow groups of up to 20 hikers, bicyclists, or equestrians, under the supervision of an SFPUC-approved guide.
 - Visitors to the southern skyline ridge trail would need to obtain an access permit but would not require a reservation or docent. Permits could be obtained through the SFPUC's public website or, for those without internet access, by contacting the SFPUC's community liaison. Prior to receiving a permit, applicants would be required to complete an educational program about the watershed's purpose and function, its sensitive resources, and visitor rules and restrictions

Approval of the Project and CEQA Findings

In order to move forward with the Project, this Commission must review and consider the Final Environmental Impact Report (FEIR) for the Project (consisting of the Draft Environmental Impact Report (DEIR) and the Responses to Comments document) that was certified by the Planning Commission under Planning Department Case No. 2016-016100ENV on April 29, 2021 in Planning Commission Motion 20900 (attached herein), and adopt the CEQA Findings for the Project, including the Statement of Overriding Considerations, and the MMRP. The FEIR has been provided to each member of this Commission through the link below.

Transfer of Easement from Bay Area Ridge Council

In 2014, the Bay Area Ridge Trail Council acquired an easement across Skylawn Memorial Park from Life mark Group, Inc. (Grantor), along an approximately 1-mile segment of paved roadway within the cemetery for a public, non-motorized, non-commercial, passive

	<p>recreational trail (Trail Easement). A copy of the Trail Easement is attached here. The Trail Easement is already designated as Bay Area Ridge Trail. It connects the existing Fifield-Cahill ridge trail to Highway 92, near the northern end of proposed Southern Skyline Blvd. Ridge Trail segment. The City and County of San Francisco, through the SFPUC, owns the roadways extending north and south of the Trail Easement, which are also already designated as Bay Area Ridge Trail. The Trail Easement contemplates a future assignment of interest by the grantee (Bay Area Ridge Trail Council), with the Grantor's consent, to a third party experienced in developing, managing, and/or administering trails, open space or recreational easements or similar interests.</p> <p>The Commission is being asked to authorize the SFPUC General Manager, subject to Board of Supervisors approval, to accept and record the Trail Easement from the Bay Area Ridge Trail Council as part of the Project to facilitate consistent management of this portion of the Bay Area Ridge Trail. The transfer of the Trail Easement would be through an agreement on substantially the same terms as the existing Trail Easement attached this agenda item. There would be no cost to the SFPUC for the transfer of the Trail Easement.</p> <p>Upon approval of the Project, SFPUC staff will proceed to obtain permits from resource agencies and advertise for construction bids. SFPUC staff will return to this Commission at a future public meeting for consideration of a construction contract award.</p>
Funding:	<p>Estimated Project Cost: \$21.8 million dollars.</p> <p>SFPUC expects to receive a Federal Highway Transportation grant through the Metropolitan Transportation Commission, in the amount of \$1,000,000, to provide partial funding for this project. This Commission authorized the General Manager to apply for and accept this grant on April 22, 2014 by Resolution No. 14-0060, subject to approval by the Board of Supervisors.</p>
Environmental Review:	<p>On April 29, 2021, after a duly noticed public hearing, the Planning Commission by Motion No. 20900 certified the FEIR for the Southern Skyline Boulevard Ridge Trail Extension Project, SFPUC Project No. CUW2751801 (Planning Department Case No. 2016-016100ENV. This Commission will review and consider the Draft Environmental Impact Report, Response to Comments Document, Errata to the Response to Comments Document dated April 19, 2021 (which together comprise the FEIR), the Planning Commission Motion certifying the FEIR, the CEQA Findings, and the MMRP, and will adopt the CEQA Findings and the MMRP prior to Project approval. As part of this approval, and as explained in more detail in the CEQA Findings in the Resolution below, the Commission will reject</p>

	<p>Mitigation Measure M-TR-5b (Construction of a Pedestrian/Bicycle/Equestrian Bridge or Roundabout) because specific considerations make this mitigation measure infeasible and there are overriding economic, legal, social, technological, and other benefits of the Project that outweigh the Project's significant impacts.</p> <p>The Draft Environmental Impact Report (DEIR) is located here: https://sfpuc.sharefile.com/d-sae110c223c9144c88a766af2b1950ee9</p> <p>The DEIR Appendices are located here: https://sfpuc.sharefile.com/d-s6350d0e874ec4c8193b30b20395c2f43</p> <p>The Response to Comments Document is located here: https://sfpuc.sharefile.com/d-s4a75a26632904e5f9455ac090ab1278a</p> <p>The Errata to the Response to Comments Document is located here: https://sfpuc.sharefile.com/d-s1a9ed66369504d4d9872656d0cd61f02</p> <p>The CEQA Findings are located here: https://sfpuc.sharefile.com/d-se259f46c30104d488df4edd5344ff475</p> <p>The MMRP is located here: https://sfpuc.sharefile.com/d-s5b20dfe795be4d789c34de2ef4e7bfdd</p> <p>The Planning Commission Motion No. 20900 certifying the FEIR can be found here: https://sfpuc.sharefile.com/d-sfc90ec5675ff4002abd24d1191e9b628</p> <p>This action constitutes the Approval Action for the project for the purposes of CEQA, pursuant to Section 31.04(h) of the San Francisco Administrative Code.</p>
Recommendation:	SFPUC staff recommends that this Commission adopt the attached resolution.
Attachments:	<ol style="list-style-type: none"> 1. Easement Agreement between Lifemark Group, Inc. and Bay Area Ridge Trail Council 2. Location Map and Trail Alignment Plans

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. _____

WHEREAS, San Francisco Public Utilities Commission (SFPUC) staff have developed a project description under the Water Enterprise 10-year Capital Improvement Program (WECIP) for certain improvements to the Regional Water System, otherwise known as Project No. CUW2751801, Southern Skyline Blvd Ridge Trail Extension (Project); and

WHEREAS, The objectives of the Project are to (1) provide multi-modal access to the Peninsula watershed in accordance with the Peninsula Watershed Management Plan; (2) extend and enhance the Bay Area Ridge Trail on the Peninsula Watershed via construction of trail segments and associated facilities; (3) ensure watershed protection; (4) protect sensitive habitat; and (5) enhance educational opportunities for local residents; and

WHEREAS, The Project includes a new 6-mile-long ridge trail along State Route 35 (S.R. 35), also known as Skyline Boulevard, to be served by a new 20-car parking lot and two new restrooms; and a new 0.5-mile universal access loop trail along the existing Fifield-Cahill Ridge Trail, a new 50-car parking lot, and one new restroom; and

WHEREAS, The Project also includes the implementation of unsupervised access along the 6-mile long ridge trail along S.R. 35 and supervised access (with a docent) along the 0.5-mile universal access loop; and

WHEREAS, On July 26, 2001, by Resolution No. 01-0140, this Commission approved the Peninsula Watershed Management Plan Final EIR and adopted findings and a Mitigation, Monitoring and Reporting Program (MMRP) as required by California Environmental Quality Act (CEQA); and

WHEREAS, On December 18, 2002, by Resolution No. 02-0265, the SFPUC adopted Fifield/Cahill Ridge Trail Alternative E, and amended and finalized the Peninsula Watershed Management Plan; and

WHEREAS, The Peninsula Watershed Management Plan FEIR addressed the southern skyline ridge trail at a programmatic level of detail; and

WHEREAS, On April 29, 2021, the Planning Commission, under Case No. 2016-016100ENV and its Motion No. 20900, performed the following: reviewed and considered the FEIR for the Project in Planning Department File No. 2016-016100ENV, consisting of the Draft Environmental Impact Report (DEIR), the Comments and Responses document, and the Errata to the Comments and Response document; found that the contents of said report and the procedures through which the FEIR was prepared, publicized, and reviewed complied with the provisions of the CEQA the CEQA Guidelines, and Chapter 31 of the San Francisco Administrative Code; found further that the FEIR reflects the independent judgment and analysis of the City and County of San Francisco, is adequate, accurate and objective, and that the Comments and Responses document contains no significant revisions to the DEIR, and certified the completion of said FEIR in compliance with CEQA and the CEQA Guidelines; and

WHEREAS, This Commission has reviewed and considered the information contained in the FEIR, all written and oral information provided by the Planning Department, the public, relevant public agencies, SFPUC and other experts, and the administrative files for the Project and the FEIR; and

WHEREAS, The Project and FEIR files have been made available for review by the SFPUC and the public, and those files are part of the record before this Commission; and

WHEREAS, The Planning Department, Jonas P. Ionin, is the custodian of records, located in Planning Department File No. 2016-016100ENV, at 49 South Van Ness Avenue, Suite 1400, San Francisco, California; and

WHEREAS, SFPUC staff prepared proposed findings as required by CEQA (CEQA Findings), including a Statement of Overriding Considerations, and a proposed MMRP which material was made available to the public and the Commission for the Commission's review, consideration, and action; and

WHEREAS, On April 22, 2014 by Resolution No. 14-0060, this Commission authorized the General Manager to submit on behalf of the City and County of San Francisco, an application to the Metropolitan Transportation Commission (MTC) for \$1,000,000 in grant funding for the Project through the Priority Conservation Area Grant Fund Program; and

WHEREAS, The Project is a capital improvement project approved by this Commission as part of the Water Enterprise FY 20/21 10-year Capital Improvement Program; and

WHEREAS, The Bay Area Ridge Trail Council holds a trail easement across Skylawn Memorial Park (Trail Easement), which is already designated as Bay Area Ridge Trail, and City, through the SFPUC, owns the roadways extending north and south of the trail easement, which are also already designated as Bay Area Ridge Trail; and

WHEREAS, The Trail Easement contemplates a future assignment of interest by the Bay Area Ridge Trail Council to a third party experienced in developing, managing, and/or administering trails, open space or recreational easements or similar interests, and the Bay Area Ridge Trail Council, as the grantee, desires to transfer its interest in the Trail Easement to City, at no cost to City; and

WHEREAS, City, through the SFPUC, seeks to accept a transfer of the Trail Easement from the Bay Area Ridge Trail Council at no cost to the City as part of the Project to facilitate consistent management of this portion of the Bay Area Ridge Trail, subject to approval of acceptance of the easement by the Board of Supervisors; now, therefore, be it

RESOLVED, This Commission has reviewed and considered the entire record of this proceeding, including the FEIR, finds that the FEIR is adequate for its use as the decision-making body for the actions taken herein, and hereby adopts the CEQA Findings, including rejecting alternatives as infeasible and the Statement of Overriding Considerations, attached hereto: <https://sfpuc.sharefile.com/d-se259f46c30104d488df4edd5344ff475> and incorporated as part of this Resolution by this reference, adopts the MMRP attached to this Resolution and attached hereto: <https://sfpuc.sharefile.com/d-s5b20dfe795be4d789c34de2ef4e7bfdd> and

incorporated as part of this Resolution by this reference, rejects Mitigation Measure M-TR-5b (Construction of a Pedestrian/Bicycle/Equestrian Bridge or Roundabout) because specific considerations make this mitigation measures infeasible and there are overriding economic, legal, social, technological, and other benefits of the Project that outweigh the Project's significant impacts, as explained further in the CEQA Findings, and authorizes a request to the Board of Supervisors to adopt the CEQA Findings, Statement of Overriding Considerations, and MMRP in connection with the authorization of funding for Project construction; and be it

FURTHER RESOLVED, That this Commission authorizes the General Manager to accept and execute an agreement necessary to effectuate the transfer to the SFPUC of the Trail Easement between Lifemark Group, Inc. and Bay Area Ridge Trail Council, at no cost to City, on substantially the same terms as the Trail Easement, which is on file with the Commission Secretary, subject to approval of the acceptance of the Trail Easement by the Board of Supervisors; and be it

FURTHER RESOLVED, That this Commission hereby approves Project No. CUW2751801, Southern Skyline Boulevard Ridge Trail Extension Project, and authorizes staff to proceed with actions necessary to implement the Project consistent with this Resolution, including advertising for construction bids. The Commission will consider the award of a construction contract at a later date.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of May 11, 2021.

Secretary, Public Utilities Commission

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Bay Area Ridge Trail Council
1007 General Kennedy Avenue, Suite #3
San Francisco, CA 94129
Attn: Exec. Director

2014-041024

9:23 am 05/13/14 ES Fee: 75.00

Count of Pages 21

Recorded in Official Records

County of San Mateo

Mark Church

Assessor-County Clerk-Recorder



APN: 056-550-020 and -030

21

Documentary Transfer Tax: \$0.00

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this “Agreement”), dated April 1, 2014, for reference purposes, is made by and between **LIFEMARK GROUP, INC.**, a Delaware corporation (“**Grantor**”) and **BAY AREA RIDGE TRAIL COUNCIL**, a California non-profit public benefit corporation (“**Grantee**”), subject to the terms and conditions set forth below. Grantor and Grantee may be referred to in this Agreement collectively as the “Parties” and individually as a “Party”.

RECITALS

A. Grantor is the owner in fee of that certain real property located in the County of San Mateo, State of California, commonly referred to Skylawn Memorial Park, APN 056-550-020 and -030, containing approximately 517 acres, more particularly described in Exhibit A, attached hereto and incorporated herein by reference (the “**Property**”).

B. Grantee is a California non-profit public benefit corporation, recognized as a tax-exempt organization described in Section 501(c)(3) of the Internal Revenue Code, founded for the purpose of creating a ridgeline trail throughout the nine San Francisco Bay Area counties, accessible to all communities and peoples living in the area, connecting the region’s parks, agricultural lands, open space and cultural resources for use and enjoyment of recreational enthusiasts, including hikers, bicyclists and equestrians. The trail easement granted herein will become part of the regional Bay Area Ridge Trail.

C. Grantor desires to grant and convey to Grantee, and Grantee desires to accept and acquire from Grantor, a trail easement on, over, along and across portions of the Property described below for the purposes and uses, and on the terms and conditions set forth in this Agreement.

AGREEMENT

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

1. Terms of Easement.

a. Grant of Easement. Grantor hereby grants and conveys to Grantee, and Grantee accepts, a permanent, irrevocable, non-exclusive easement for trail and right-of-way purposes (the “**Easement**”) on, over, along and across “Skylawn Drive,” an existing service road (the “**Easement Area**”), the current configuration of which is more particularly described at Exhibit B attached hereto and incorporated herein by this reference.

b. Easement Use. The Easement may be used by the public as a non-motorized, non-commercial, passive recreational trail, for pedestrian, bicycling, equestrian and other compatible non-motorized uses (the “**Trail**”). The Trail shall be open to the public with access to coincide with Grantor’s regular opening and closing of the entrance gates. Subject to the consent of Grantor, which shall not be unreasonably withheld, Grantee may, but shall not be obligated to, do any of the following: install, maintain, repair and improve, replace and inspect the Trail and/or related improvements by accessing the Property using public and service roads.

c. Relocation. The Easement Area may be relocated on the Property from time to time at Grantor’s sole discretion, provided that the intended purpose of the Trail is not detrimentally affected and that the new location permits a feasible connection to existing trails on adjacent lands. Any changes to the location of the Easement Area shall be set forth in a document recorded in the Official Records of the County of San Mateo, and the uses therein shall be identical to the uses described herein. If Grantor relocates the Easement Area for its purposes, then Grantor shall be responsible for all costs and expenses of reestablishing the Trail and related improvements at the new location.

d. Prohibition on Liens. Grantor shall keep the Easement Area free and clear of any and all liens associated with construction, repair and maintenance or improvement thereof.

e. Promotion of Trail Use. Grantee may take appropriate actions to publicize and promote the use of the Trail by the public. A signage plan shall be established for the Trail, and may include: (1) the proposed design, content and locations for informational kiosks, Ridge Trail signs and directional/way-finding signs; and (2) information to indicate that the Trail user is on a segment of the Bay Area Ridge Trail, hours of operation, location of parking areas and appropriate trail etiquette. Grantee shall prepare and deliver said proposed signage plan, as identified in Exhibit C, attached hereto and incorporated herein by reference (the “Sign Plan”), to Grantor for its review and consent, which consent shall not be unreasonably withheld. Grantee will coordinate the design and fabrication of Ridge Trail identification and directional signs, as well as an information/ interpretive panel or kiosk. Grantor will provide up to, but not more than, Five Thousand Dollars (\$5,000) in funding support for the design and fabrication of signs and will be responsible for installation. Any amounts over and above \$5,000 shall be the responsibility of Grantee. The Parties shall use best efforts to complete installation of said kiosk and signage within sixty (60) days of receipt of proposed signage plan from Grantee, but priority

shall be given to installing Ridge Trail identification and directional signs; delay in design or fabrication of interpretive signs should not delay opening the Trail.

f. Interference with Trail Use. Grantor shall keep the Easement Area in a good and useable condition. Grantor shall not place or permit to be placed upon the Easement Area any building, structure or fence, or allow any use or encroachment, which would materially interfere with Grantee's rights hereunder or the use and enjoyment of the Trail by the public.

2. Assignment of Interest. Grantee shall have the right to assign all or a portion of its rights, obligations and/or interests in this Agreement to the County of San Mateo Parks and Recreation Department, or successor agency ("**County Parks**"), subject to Grantor's consent, which shall not be unreasonably withheld. If, for any reason, County Parks is unwilling or unable to accept said assignment, then Grantee may assign its rights, obligations and/or interests to a third party experienced in developing, managing and/or administering trails, open space or recreational easements or similar interests, subject to Grantor's consent, which shall not be unreasonably withheld. Grantor shall be free to assign, convey or otherwise transfer Grantor's interest in this Agreement to any third party, or other entity, or individual without the need for consent or approval of Grantee, but as a courtesy Grantor shall provide Grantee with notice of such assignment and all relevant contact information for said assignee.

3. Insurance. Grantee will either maintain self-insurance through a Government self-insurance group or maintain property damage and commercial liability insurance in commercially reasonable amounts, name Grantor as an additional insured and provide Grantor with a certificate of insurance verifying the same upon commencement of public use hereunder. Grantor will also maintain property damage and commercial liability insurance in commercially reasonable amounts for the Property and with respect to its business operations located thereon.

4. Indemnification. Subject to the terms and limits of said insurance carried, each Party agrees to indemnify, defend and hold the other Party, its officers, directors, employees, agents, attorneys and contractors and their successors and assigns, harmless from and against all liabilities, damages, losses, expenses, costs, causes of actions, claims, penalties, demands, or judgments, including, without limitation, reasonable attorneys' fees and court costs, related or arising from a Party's negligence or intentional misconduct, breach of a covenant or obligation made pursuant to this Agreement, and violation of, or failure to comply with, any laws, orders, regulations, ordinances, codes or statutes affecting the Easement, Easement Area, Trail and/or Parking Area.

5. Trail Use Subject To Recreational Use Statute.

a. Governing Civil Code. The Parties desire and intend that all uses of the Easement, the Trail and the improvements permitted hereunder shall, to the greatest extent possible, be subject to California Civil Code sections 846 *et seq.*, and applicable case law.

b. No Monetary Consideration. Grantor has not granted the Easement to Grantee for any monetary consideration.

c. No Invitation. Neither Party has extended any express invitation to any particular user of the Trail.

6. **Parking.** Grantor hereby provides to Grantee a revocable, non-exclusive license for the use of up to six (6) parking spaces for vehicular parking within the northeast portion of the existing parking lot adjacent to the Trail near the funeral home and administrative offices (the "Parking Spaces"). Users of the Trail shall have a right to use the Parking Spaces when available during the times in which the Trail is open to the public. Grantor may relocate the Parking Spaces from time to time at Grantor's sole discretion. Grantee hereby acknowledges that this license with respect to the Parking Spaces does not: (a) constitute a lease of, invitation or obligation to lease, or any present or future interest in real property; (b) constitute an easement, or (c) grant any rights appurtenant to the Property.

7. **Miscellaneous.**

a. **Entire Agreement.** This Agreement shall be effective when fully executed and delivered by the Parties. This Agreement sets forth the entire agreement of the Parties with respect to the matters contained therein, and supersedes all prior discussions, negotiations, understandings, or agreements relating thereto, all of which are merged therein. The Parties acknowledge the recitals are accurate, complete, and incorporated herein. No amendment of this Agreement will be binding unless in writing and signed by the Parties. This Agreement will be governed by and interpreted in accordance with the laws of the State of California. Grantee may prepare a Memorandum of Trail Easement and Agreement for execution by the Parties, referring to the existence of this Agreement, which Grantee may record, in its sole discretion in the official records of San Mateo County.

b. **Interpretation; Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Agreement shall be liberally construed in favor of the grant to effectuate the intended purpose thereof. If any provision contained herein is found to be ambiguous, an interpretation consistent with the purpose of this Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid. This Agreement shall not be unenforceable by reason of lack of ownership by Grantee, or its successors or assigns, of benefited land, or the lack of benefit to particular land.

c. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions thereof, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

d. **Successors.** Except as otherwise set forth herein, the covenants, representations, terms, conditions, and restrictions of this Agreement shall run with the land, be binding upon, and inure to the benefit of the Parties hereto and their respective successors, transferees and assigns, and shall continue as covenants and servitudes running in perpetuity with the Property.

e. **Future Conveyance.** Grantor agrees to disclose in writing the existence of this Agreement to any transferee of any interest in the Property, and to include reference thereto in any subsequent deed or other legal instrument by means of which Grantor conveys any real property interest in the Property (including but not limited to a leasehold interest). Each Party shall give written notice to the other Party of an anticipated transfer of its interest in the Property at least thirty (30) days prior to the date of such transfer. A Party's rights and obligations under

this Agreement shall terminate upon a transfer or conveyance made in accordance with this paragraph of a Party's entire interest in this Agreement, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

f. Notice. Any notice required or permitted to be given under this Agreement shall be given in writing to the Parties at the following addresses:

Grantor: Rick Miller
General Manager, Skylawn Memorial Park
32992 Mission Blvd., Hayward, CA 94544

Grantee: Janet McBride, Executive Director
Bay Area Ridge Trail Council
1007 General Kennedy Ave., Ste. #3, San Francisco, CA 94129

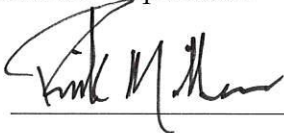
g. No Presumption Re Drafter. The Parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the Parties and that this Agreement reflects their mutual agreement regarding the subject matter of this Agreement. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any Party to be the drafter of this Agreement, and therefore no presumption for or against the drafter shall be applicable in interpreting or enforcing this Agreement.

[End of Agreement. Signatures On Following Page.]

IN WITNESS of the foregoing provisions, the Parties have executed this Agreement on the date(s) set forth below.

GRANTOR:

LIFEMARK GROUP, INC.,
a Delaware corporation

By: _____

Its:

Date: APRIL 1, 2014

GRANTEE:

BAY AREA RIDGE TRAIL COUNCIL,
a California non-profit public benefit corporation

By: _____
Janet McBride

Its: Executive Director

Date: April 14, 2014

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of San Mateo

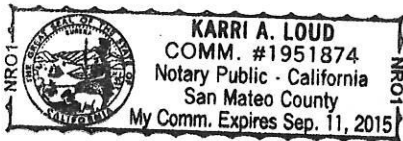
On 5-7-14 before me, Karri A. Loud, Notary
Date Here Insert Name and Title of the Officer

personally appeared Rich Miller
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.



Place Notary Seal Above

Signature: Karri A. Loud
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Easement Agreement

Document Date: 4-1-14 Number of Pages: 2

Signer(s) Other Than Named Above: Rich Miller, Janet McBride

Capacity(ies) Claimed by Signer(s) Grantor, Grantee

Signer's Name: _____ Signer's Name: _____

☐ Corporate Officer — Title(s): _____ ☐ Corporate Officer — Title(s): _____

☐ Individual ☐ Individual

☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact ☐ Attorney in Fact

☐ Trustee ☐ Trustee

☐ Guardian or Conservator ☐ Guardian or Conservator

☐ Other: _____ ☐ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
 Top of thumb here

RIGHT THUMBPRINT OF SIGNER
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of San Francisco

On April 14, 2014

Date

before me, Daniel Duran

Here Insert Name and Title of the Officer

personally appeared

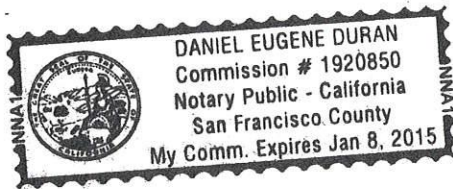
Janet McBride

Name(s) of Signer(s)

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.



Place Notary Seal Above

Signature: [Signature]

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Easement Agreement

Document Date: April 1, 2014

Number of Pages: _____

Signer(s) Other Than Named Above: Kick Miller, Janet McBride

Capacity(ies) Claimed by Signer(s): Grantor, Grantee

Signer's Name: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Attorney in Fact

☐ Trustee

☐ Trustee

☐ Guardian or Conservator

☐ Guardian or Conservator

☐ Other: _____

☐ Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

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RIGHT THUMBPRINT
OF SIGNER

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EXHIBIT A

PROPERTY LEGAL DESCRIPTION

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

BEGINNING at the intersection of the westerly property line of the lands of the City and County of San Francisco, commonly known as the Crystal Springs Watershed Lands, with the general northerly boundary of that certain 45.45 acre tract conveyed by Deed from Julia J. Morrison to State of California, dated May 23, 1934 and recorded July 28, 1934 in Book 625 of Official Records of San Mateo County at page 392 (44831C), said point of intersection being distant South 8° 20' 20" East 835.4 feet from a 4" x 4" post marking the quarter corner between Sections 13 and 14 in Township 5 South, Range 5 West, Mount Diablo Base and Meridian, to Station A. 262 plus 86.47 P.O.T. of the survey for the State Highway between three miles East of Half Moon Bay and Skyline Boulevard, designated as Road IV, San Mateo County, Route 105, Section A, and from Station A, 262 plus 86.47, along said property line, North 31° 16' 30" West 116.88 feet, to said intersection and the point of beginning of the property herein described; thence from said point of beginning, along said general northerly boundary of said 45.45 acre tract, South 47° 19' West 92.79 feet; thence along the northwesterly boundary of that 0.066 acre tract conveyed to State of California, by Deed dated March 29, 1937 and recorded May 11, 1937 in Book 750 of Official Records of San Mateo County at page 29, South 70° 46' West 75.02 feet and South 26° 32' West 135.25 feet; thence along said general northerly boundary of said 45.45 acre tract, South 38° 57' West 556.33 feet; thence South 12° 30' East 182.39 feet; thence south 62° 30' East 232.13 feet; thence South 14° 19' West 241.99 feet; thence South 7° 47' East 587.39 feet; South 31° 08' West 761.87 feet, South 15° 33' East 482.53 feet, to a point, distant South 64° 48' West 150.00 feet from Station "A" 233-plus 28.52 B.C. of said survey; thence parallel with the center line of said survey, South 25° 12' East 266.86 feet; thence tangent to the last named course, along a curve to the right, with a radius of 210 feet, through an angle of 188° 54', a distance of 692.35 feet; thence North 16° 18' West 964.41 feet to a point, distant North 65° 25' 181.92 feet from Station "A" 208, plus 30.16 B.C. of said survey; thence North 40° 00' West 905.75 feet; thence tangent to the last named course, along a curve to the left, with a radius of 3125 feet, through an angle of 6° 07' a distance of 333.61 feet; thence North 46° 07' West 1020.72 feet; thence North 82° 08' West 2.6 feet, more or less, to the 1/4 section line running North and South through said Section 14; thence along said 1/4 section line, North 1550 feet, more or less, to the center of said Section 14, thence along the East and West center line of said Section 14, East 2444 feet, more or less, to the most westerly corner of that certain 1.47 acre tract conveyed by Deed from Julia J. Morrison to Spring Valley Water Co., dated November 22, 1909 and recorded January 10, 1910 in Book 176 of Deeds at page 189, Records of San Mateo County; thence along the westerly boundary of said 1.47 acre tract, being said westerly boundary of the Crystal Springs Watershed Lands, of the City and County of San Francisco, South 11° 55' East 200.2 feet; thence South 25° 15' East 100 feet; thence South 16° 10' East 100 feet; thence South 31° 40' East 160.81 feet, to the section line between Sections 13 and 14; thence South, along said section line, 104.4 feet to the northerly corner of that certain 3.92 acre tract conveyed by Deed from Spring Valley Water Co. to Julia J. Morrison, dated November 22, 1909 and

recorded January 10, 1910 in Book 176 of Deeds at page 165, Records of San Mateo County; thence along the easterly boundary of said 3.92 acre tract, South $31^{\circ} 16' 30''$ East (called North $31^{\circ} 40'$ West in said Deed), 140 feet to the point of beginning.

Being so much of the following fractions of Sections as lie West of the westerly property line of the Crystal Springs Watershed Lands of the City and County of San Francisco and North of the general northerly line of the State Highway between three miles East of Half Moon and Skyline Boulevard, vis:

The Northwest 1/4 of the Southwest 1/4 of Section 13;
The Southeast 1/4 of Section 14 and
The Northeast 1/4 of Section 23;

all in Township 5 South, Range 5 West, Mount Diablo Base and Meridian.

EXCEPTING THEREFROM so much as lies within the lands described in Parcel Two of the Deed from Julia J. Morrison, formerly Julia J. McNee to the State of California, dated May 23, 1934 and recorded July 28, 1934 in Book 625 of Official Records of San Mateo County at page 392 (44831C)

ALSO EXCEPTING THEREFROM the following described property:

A portion of Section 14, TWP 5 S.R. 5 West M.D.B. & M. described as follows:

BEGINNING at a point in the east and west center line of said Section 14, TWP 5, S.R. 5 West M.D.B. & M. said point being distant thereon Westerly 660 feet from the intersection thereof with the westerly corner of that certain 1.47 acre tract conveyed by deed from Julia J. Morrison to Spring Valley Water Co. dated November 22, 1909 and recorded January 10, 1910 in Book 176 of Deeds at page 189, Records of San Mateo County, California; thence from said point of beginning easterly along said east and west center line of Section 14 a distance of 660 feet to the most easterly corner of the lands conveyed in said deed to Spring Valley Water Co.; thence in a southerly direction along the westerly boundary line of said lands South $11^{\circ} 55' 00''$ East 200.2 feet, South $25^{\circ} 15' 0''$ East 100 feet, South $16^{\circ} 10' 00''$ East 100 feet, South $31^{\circ} 40' 00''$ East 160.81 feet to the section line between Sections 13 and 14 TWP 5, S.R. 5 West; thence southerly along said Section line 104.4 feet to the northerly corner of that certain 3.92 acre tract conveyed by deed from Spring Valley Water Co. to Julia J. Morrison dated November 22, 1909 and recorded January 10, 1910 in Book 176 of Deeds at page 165; thence South $31^{\circ} 16' 30''$ East along the easterly boundary line of said last mentioned lands 140 feet to the northwesterly boundary line of the State Highway Road IV San Mateo County Route 105; thence southwesterly along the last named line 500 feet more or less to the center line of the San Mateo to Half Moon Bay Road (now abandoned); thence Northwesterly in a direct line to the point of beginning.

EXHIBIT B

EASEMENT LEGAL DESCRIPTION

[***Attach map with surveyor's legal description of the Easement here***]

Legal Description of a Non-Exclusive Ingress and Egress Easement

Situate in the County of San Mateo, State of California and described as follows:

BEGINNING POINT is a $\frac{1}{4}$ corner of Section 13 and 14, T5S, R5W, M.D.B. & M. as shown on the map entitled "Record of Survey of Boundary of Skylawn Memorial Gardens, San Mateo County California", recorded on the 28th of October 1959 in Book 4 of L.L.S. Maps at page 66, San Mateo County Records, thence from said beginning point, West (map bearing shown as "North 89°33'54" West) 196.00 feet to a property corner of the lands of Skylawn Memorial Gardens, thence back along the last described line, East 10.68 feet to a point herein called "**Point A**". Said point, being the centerline of a 14.00 foot wide easement, measured perpendicularly, is the **TRUE POINT OF BEGINNING** of this description.

Thence, from **TRUE POINT OF BEGINNING**, on a curve to the right, having a radial bearing of North 78°59'32" East, a radius of 92.54, a central angle of 125°03'19" and an arc length of 201.97 feet, thence, South 65°57'09" East, 94.00 feet, thence, on a tangent curve to the left, having a radius of 440.00 feet, a central angle of 24°37'39" and an arc length of 189.13 feet to a point being the beginning of a compound curve, also curving to the left, having a radius of 143.14 feet, a central angle of 110°45'12" and an arc length of 276.70 feet,

Thence along the following two courses, being a parallel line and 7.00 foot westerly, measured perpendicularly, of a boundary line shown as the boundary line of the Lands of the City and County of San Francisco, Parcel 31 as recorded on March 3, 1930 in Volume 491 O.R. San Mateo County at page 1, said line also shown on a map by the City and County of San Francisco Public Utilities Commission San Francisco Water Department entitled "C.S. Watershed Lands North of Skyline Blvd.- Half Moon Bay Road, Lands to be Acquired" map dated May 9, 1960, Drawing D-1367, North 21°20'00" West, 259.27 feet, thence, North 16°30'00" West, 616.25 feet,

Thence, leaving said parallel line, North 27°49'30" West 75.28 feet to the beginning of a tangent curve to the left having a radius of 80.00 feet, a central angle of 72°20'16" and an arc length of 101.00 feet to a point of a tangent reverse curve to the right, having a radius of 182.00 feet, a central angle of 89°29'37" and an arc length of 284.28 feet,

Thence, North 10°40'09" West, 194.41 feet to the beginning of a tangent curve to the left, having a radius of 150.00 feet, a central angle of 91°17'34" and an arc length of 239.00 feet,

Thence, South 78°02'17" West, 125.57 feet,

Thence, North 35°12'27" West, 484.51 feet,
Thence, North 24°45'19" West, 191.00 feet,
Thence, North 20°03'14" West, 178.00 feet,
Thence, North 22°30'43" West, 541.97 feet to the beginning of a tangent curve to the right, having a radius of 200.00 feet, a central angle of 60°30'00" and an arc length of 211.19 feet,
Thence, North 37°59'17" East, 381.00 feet,
Thence, North 50°47'01" East, 225.00 feet,
Thence, North 41°37'28" East, 183.97 feet to a point being 7.00 feet offset, at perpendicular measurement, and westerly said boundary line shown on said map by the City and County of San Francisco Public Utilities Commission;
Thence, North 55°37'00" East, 7.00 feet, to a point herein called **"Point B"**, being the easterly side of herein described 14 foot wide easement, along said westerly boundary line map by the City and County of San Francisco Public Utilities Commission; the following courses: Thence, North 34°23'00" West, 1575.41 feet, to a point, herein called **"Point C"**, being the northerly end of this description and the easterly edge of a 14.00 foot wide easement, Said point "C", being North 15°29'51" West and a distant of 5,097.08 feet from the **TRUE POINT OF BEGINNING**.

End of Description.

Exhibit Map

showing Ridge Trail Easement in relationship to
the Lands of Skylawn Memorial Park and to the
Lands of the City and County of San Francisco
San Mateo County California

Nov. 21, 2012
(Sept 20, 2010)
Scale 1"=800'
Job# SK182x



Land Surveying
San Mateo County

Notes:

- 1) Easement based on field location of existing "Skylawn Drive" (formally known as Cahill Ridge Drive). The easterly edge of Skylawn Drive to roughly Point "B" was held as the centerline of 14' wide easement, surveyed Oct 7&8, 2004.
- 2) Point "A" is the "TRUE POINT OF BEGINNING" at centerline.
- 3) Easterly edge of Easement is from Point "B" to Point "C".
- 4) Point "C" is northerly end of easement.

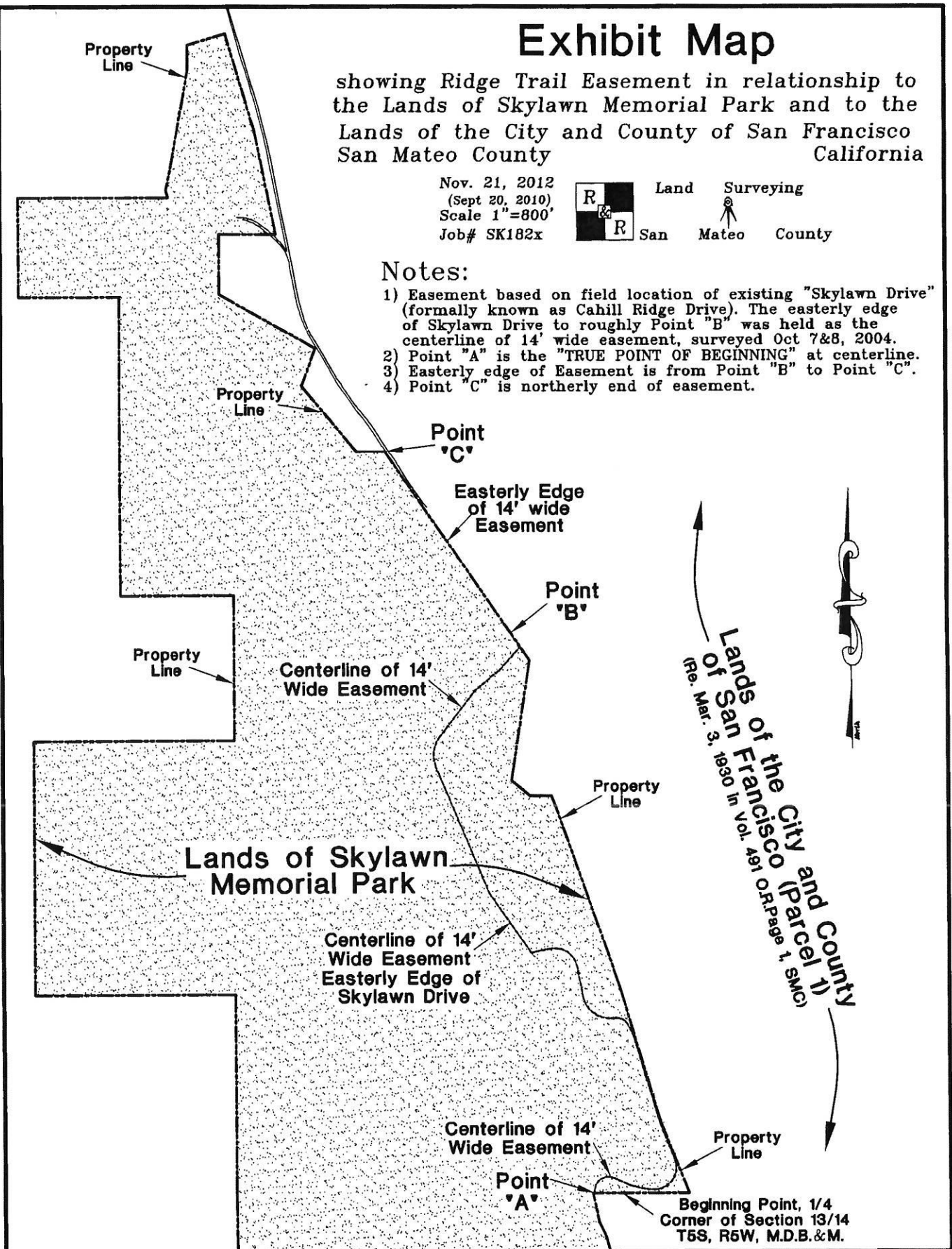
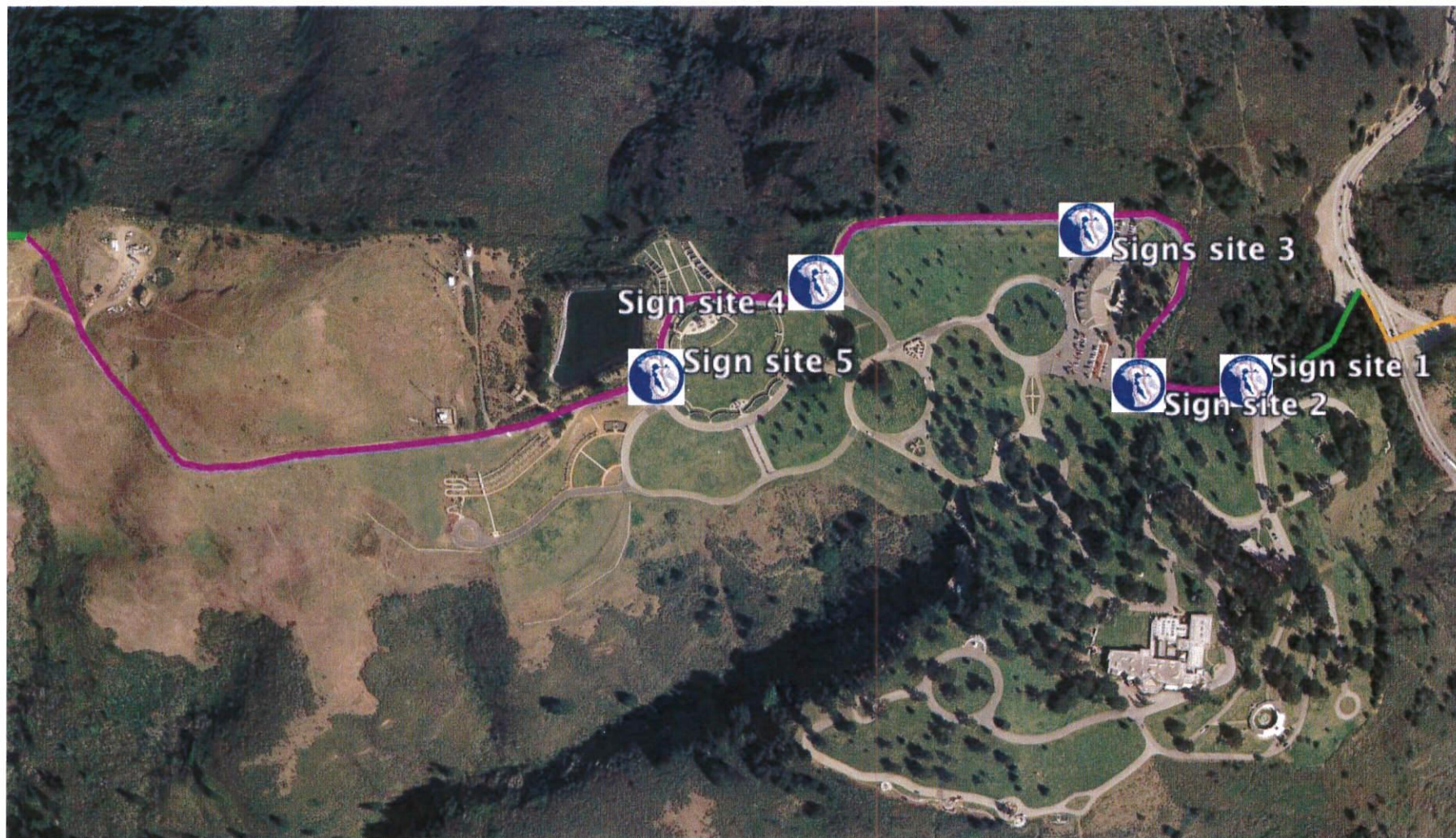


EXHIBIT C

Sign Plan

(Attach signage plan here)

Exhibit C: Skylawn Ridge Trail sign plan



Locations & descriptions of proposed Ridge Trail sign installations along the Ridge Trail route (aka 'Skylawn Drive') through the cemetery property

 Approximate extent of Ridge Trail through Skylawn Cemetery

Exhibit C: Skylawn Ridge Trail sign plan

In general, signs would be posted at the trailhead, parking area and those sites where trail users are presented with a decision regarding the correct route to follow. The trailhead and parking signs would be 7x10" (or 10x14", depending on visibility) rectangles w/Ridge Trail logo. Trail markers would be 3" round metal discs. Skylawn and the Ridge Trail Council will determine sign locations by mutual agreement.

All trail markers and arrow signs are suitable for attaching to 4x4 posts; "Trex" or similar post material is recommended for durability. Typical post installation requires a hole about 2ft deep and includes a 'deadman' anchor. Some signs could be posted on existing posts, depending on location (and on agreement w/Skylawn).

The Ridge Trail Council will provide Ridge Trail signs, directional signs, information and interpretive signs. The Ridge Trail Council will collaborate with Skylawn and San Mateo County Parks Department to develop a kiosk to display interpretive signs, information brochures, etc. Skylawn will fund up to \$5000 for design & fabrication of informational and interpretive signs, and will be responsible for installation of all signs and interpretive displays.

Additional alternative signing to be determined in collaboration with Skylawn:

- Bike symbol/arrows ("sharrows") painted on pavement, to heighten awareness of drivers.

Exhibit C: Skylawn Ridge Trail sign plan

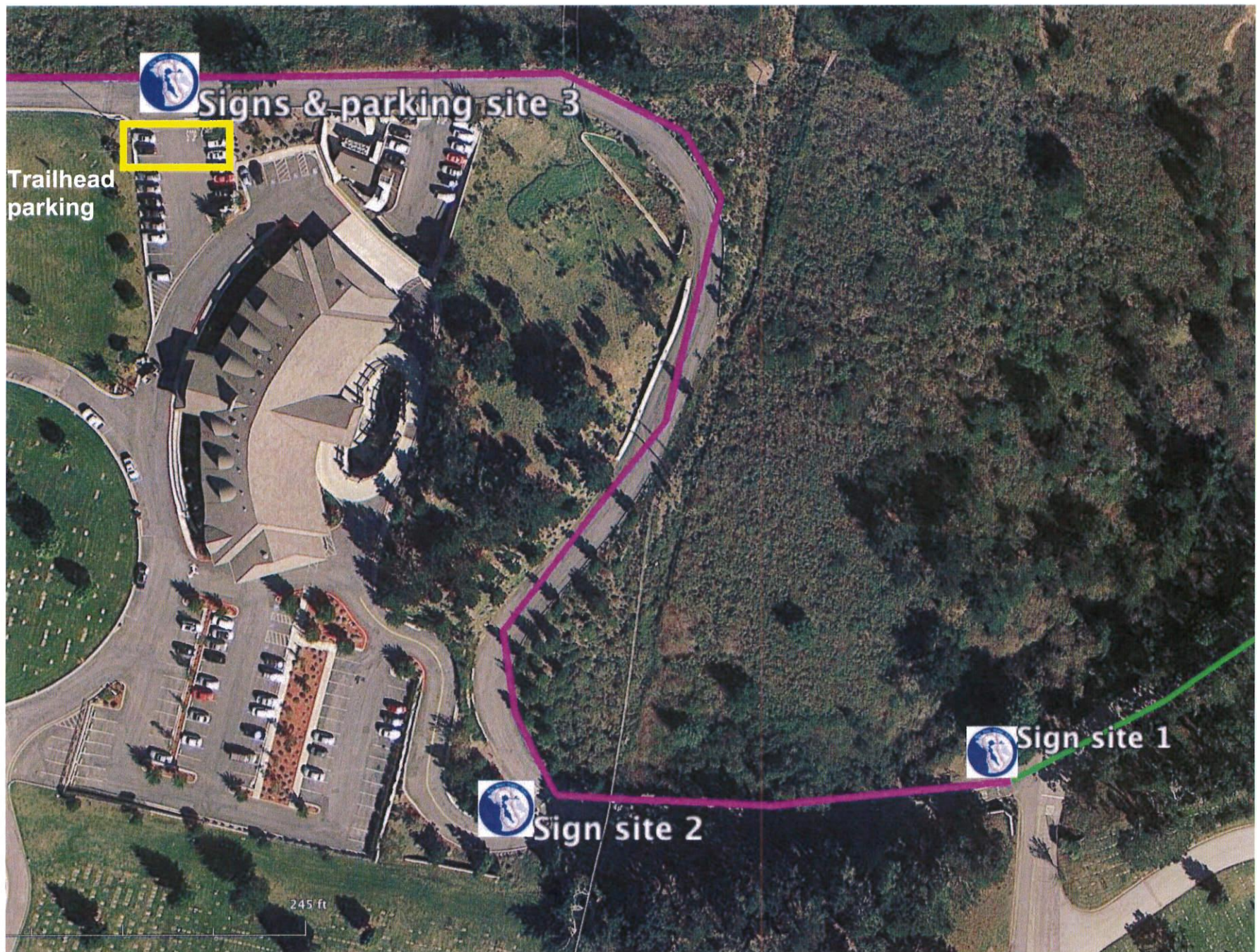


Exhibit C: Skylawn Ridge Trail sign plan

Ridge Trail trailhead sign site 1

- Post 7x10" or 10x14" sign w/arrow pointing north on existing free-standing 8" post, or on gatepost adjacent to the Cemetery entrance gate.
- Post "End of Ridge Trail segment" on back of the same post.

Ridge Trail sign site 2

- Post trail marker & arrow pointing NW on south facing side; could be posted on existing "Trucks/Deliveries" signpost.
- No posting necessary for opposite direction – exit route is obvious.

Ridge Trail parking spaces & interpretive signs site 3

Parking area designated for trail users - up to 6 spaces on either the north or south side of the parking lot.

- Post 7x10" Ridge Trail sign and "Parking for Ridge Trail" with arrow pointing west.
- Post a trail marker and double arrow pointing north/south (needs new 4x4 post, or post on the power pole on the north corner of the entrance).

Proposed site for kiosk suitable for posting interpretive and information signs (suggested location: north or south edge of parking lot, near Skylawn Dr.):

- Post site-specific & regional trail and interpretive information. Such postings could include
 - maps of RT on Peninsula & thru cemetery (including location of parking for trail users)
 - hours of operation
 - trail etiquette
 - acknowledgement of Skylawn for granting easement
 - list of Ridge Trail major donors & supporters
 - Ridge Trail brochure box & place to accept donations

Exhibit C: Skylawn Ridge Trail sign plan

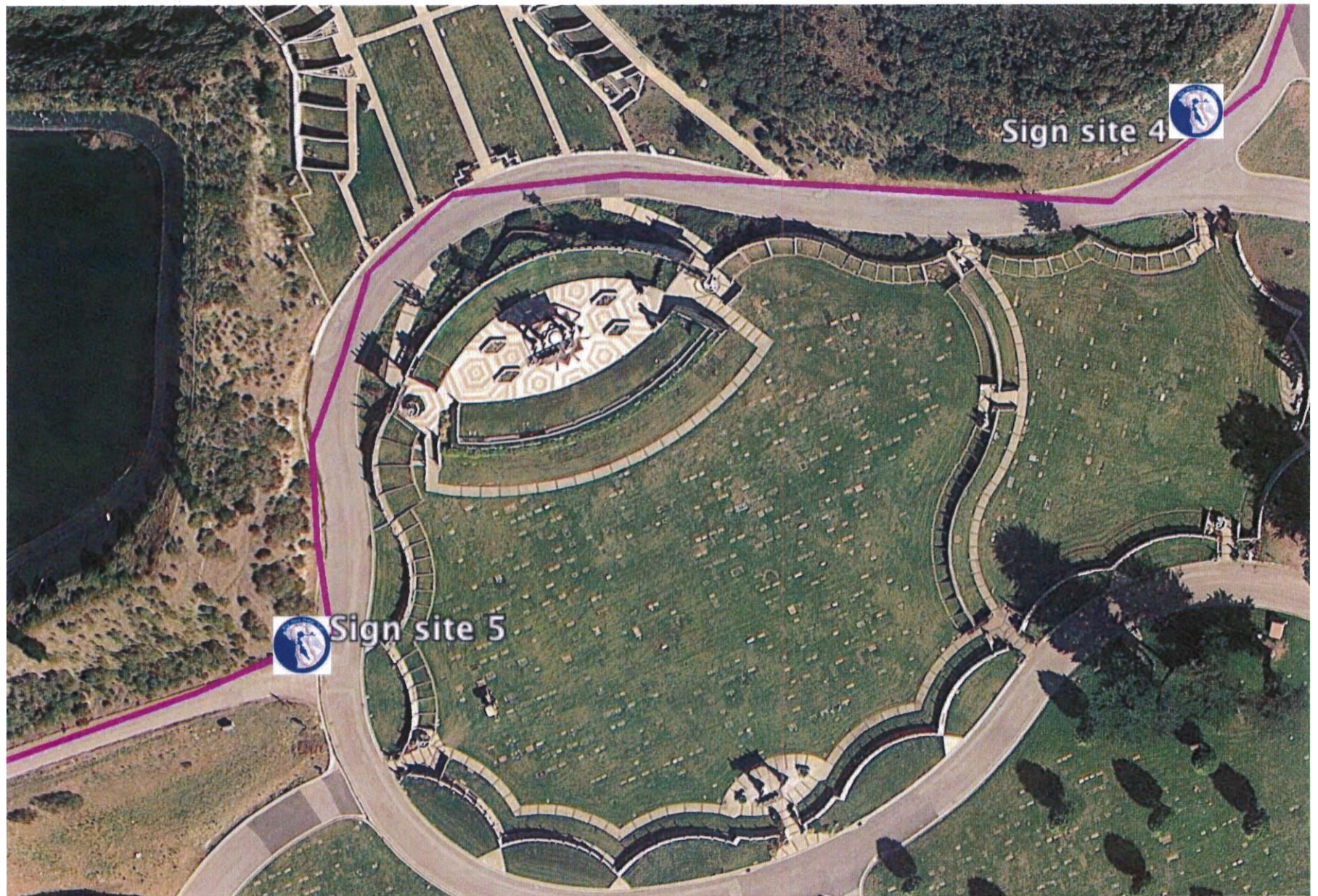


Exhibit C: Skylawn Ridge Trail sign plan

Ridge Trail sign site 4

- Post trail marker & double arrow pointing north/southeast, facing toward triangle in junction
Needs new 4x4" post.

Ridge Trail sign site 5

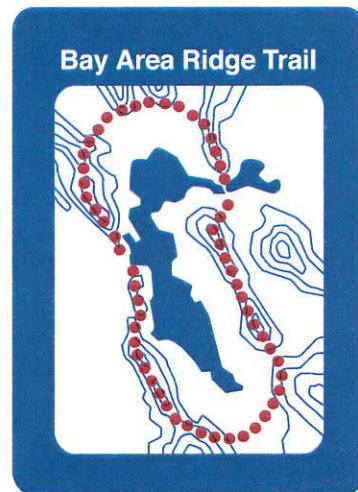
- Post trail marker plus double arrow pointing north/east, facing southwest
Needs new 4x4" post
Note: remove 'no trespassing' signs when trail opens.

Signs, alternative markings for consideration

- Typical Ridge Trail trail marker sign for posting on 4x4 post; larger rectangular signs (up to 10x14") would be posted at Site 1 (cemetery entrance gate) & Site 3 (near trailhead parking)
- Typical kiosk w/ interpretive panel display
- Typical "sharrow" symbol used to raise driver awareness of shared use on road (consider painting one or two of these on the trail route along Skylawn Dr.).



Ridge Trail 3" trail marker



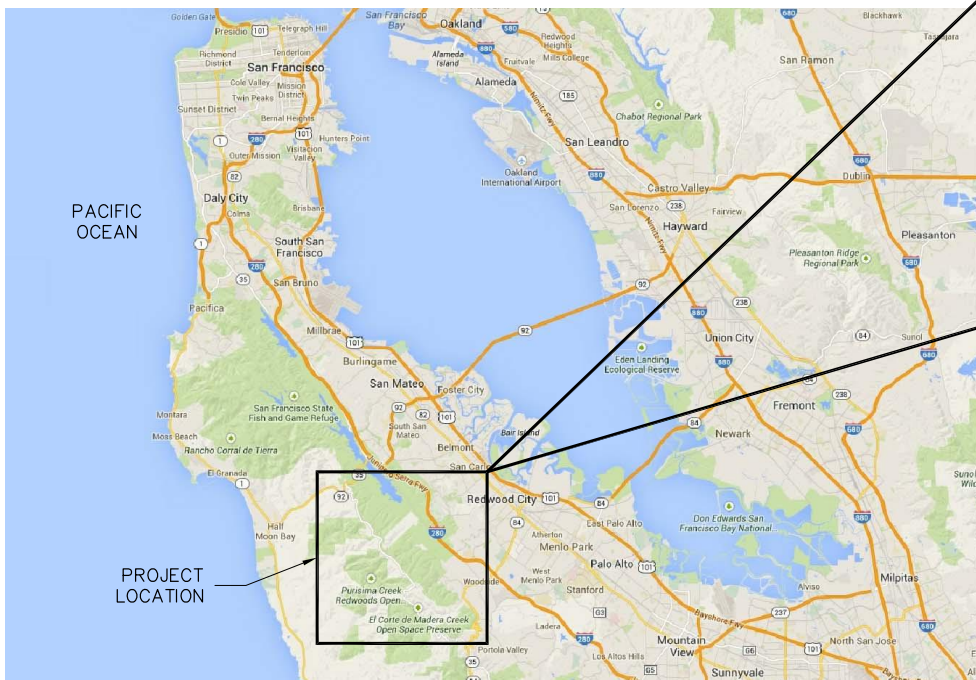
7"x10" or 10"x14"



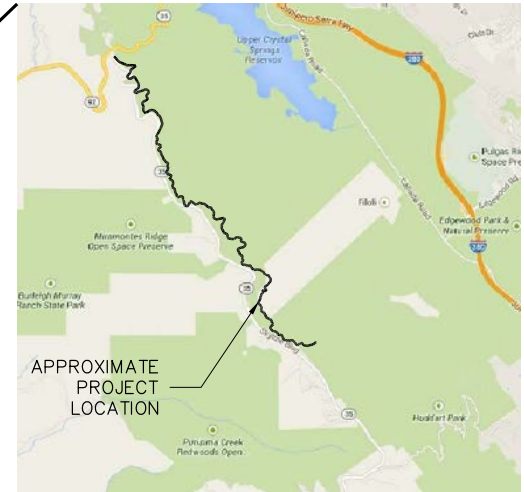
Kiosk



Sharrow



LOCATION MAP
NOT TO SCALE



SITE MAP
NOT TO SCALE

FINAL CER

0 1500 3000
1"=1500'-0"
SCALE FEET

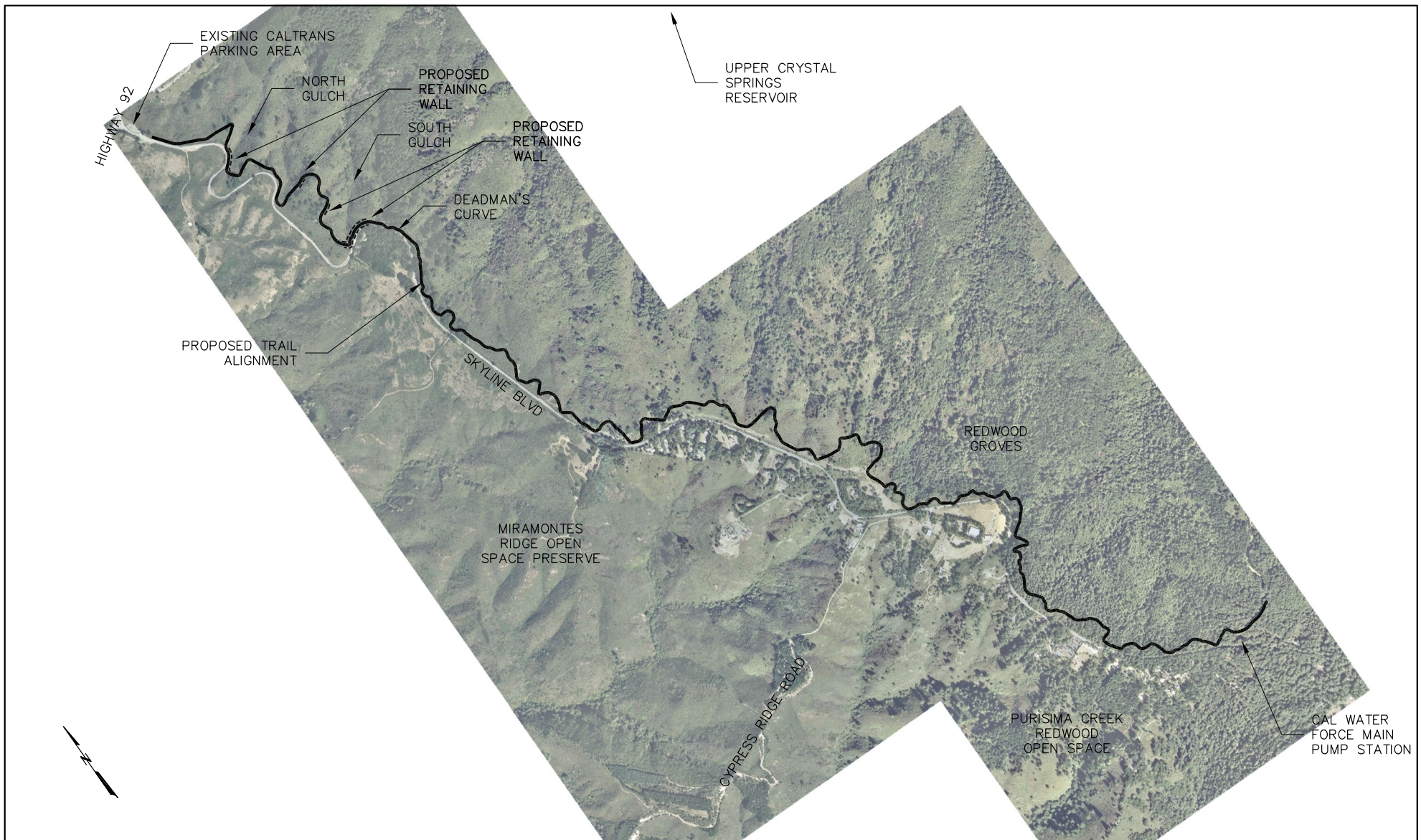
CITY AND COUNTY OF SAN FRANCISCO
PUBLIC UTILITIES COMMISSION
INFRASTRUCTURE DIVISION
ENGINEERING MANAGEMENT BUREAU

SOUTHERN SKYLINE BLVD RIDGE TRAIL EXTENSION

PROJECT LOCATION

FIGURE
2-1

DATE
MAR 2015



FINAL CER

1"=1500'-0"
SCALE
0 1500 3000
FEET

CITY AND COUNTY OF SAN FRANCISCO
PUBLIC UTILITIES COMMISSION
INFRASTRUCTURE DIVISION
ENGINEERING MANAGEMENT BUREAU

SOUTHERN SKYLINE BLVD RIDGE TRAIL EXTENSION

PROPOSED TRAIL ALIGNMENT

FIGURE
2-2

DATE
MAR 2015