

National Cemetery Administration  
Office of Construction Management (41F)

**VETERANS AFFAIRS**

# Fax

<b>To:</b>	Mark Weaver	<b>From:</b>	Dudley Schadeberg
<b>Fax:</b>	(510) 286-5482	<b>Phone:</b>	(202) 461-8932
<b>Phone:</b>	(510) 286-5400	<b>Fax:</b>	(202) 565-4944
<b>Pages:</b>	10	<b>INCLUDING COVER SHEET</b>	
<b>Date:</b>	February 2, 2010		
<b>Re:</b>	Temporary Construction Easement [T. C. E. 61985-2]		

<input checked="" type="checkbox"/> Urgent	<input checked="" type="checkbox"/> For Review	<input checked="" type="checkbox"/> Please Comment	<input checked="" type="checkbox"/> Please Reply	<input checked="" type="checkbox"/> Per Discussion
<input checked="" type="checkbox"/> Per Email		<input checked="" type="checkbox"/> As Requested		<input type="checkbox"/> Per Facsimile

Attached is a signed, dated, and initialed copy of the subject easement. It has been executed by Fred Neun, on behalf of the Secretary of Veterans Affairs, and has been notarized. Robert McPherson is requested to sign and date the document in the spaces provided for same on pages 6 and 7. The document should also be witnessed on page 6, and all pages should be initialed on the lines provided for same.

After completion of the above actions by CALTRANS, please provide a copy of the executed temporary construction easement to this office, either electronically by pdf or by fax.

Upon receipt of a copy of the executed temporary construction easement, three copies of the TCE, executed by the Government with original signatures, will be forwarded via FEDEX to CALTRANS for execution. A cover letter with instructions will accompany the documents.

TEMPORARY CONSTRUCTION EASEMENT

MSN V 903-10-002

The Department of Veterans Affairs, acting for and on behalf of the United States of America, hereinafter referred to as the Government, under and by virtue of the authority contained in 40 United States Code 319 (76 Stat. 1129) , having determined that it will not be adverse to the interests of the United States, does hereby grant and convey, for and in consideration of the improvements to be made by Grantee, as described in paragraphs four (4) and five (5) below, without covenant or warranty of any kind and subject to the conditions hereinafter stated, unto the State of California, Department of Transportation, hereinafter referred to as the Grantee, its successors and assigns, a temporary easement and right of way to lands belonging to San Francisco National Cemetery, hereinafter referred to as "said facilities", to be on, over, upon, across or through a portion of such facilities, which the undersigned owns or in which the undersigned has an interest in San Francisco County, State of California, to wit:

All as depicted and described on Exhibit A (survey) and Exhibit B (legal description), attached hereto and made a part hereof.

The easement and right of way hereby granted is for the following purpose, namely: To provide use of surface areas for the staging and storage of equipment, supplies, machinery, or vehicles associated with the construction of an underground tunnel and reconstruction of the Doyle Drive surface road for the California State Highway 101 Southbound Battery Tunnel portion of the Doyle Drive replacement project, within a section of land containing approximately .35 acres, as depicted on Exhibit A and identified as Temporary Construction Easement (T.C.E.) 61985-2.

The easement is granted subject to the following conditions and provisions:

1. The easement shall be temporary in nature; the right of the Grantee, its employees, contractors, servants, or its agents to enter upon the lands described above shall be terminated when the construction project has been completed and has been accepted by the Grantee, or on December 31, 2013, whichever is sooner.
2. That the Government reserves the rights for all purposes across, over, or under the easement area herein described; such rights, however, to be exercised in a manner which will not create undue interference with the use and enjoyment by the Grantee of said easement.
3. That all actions taken by the Grantee, its employees, contractors, servants, or its agents in connection with the above-mentioned construction of an underground tunnel for the

Initials: FN & \_\_\_\_\_  
Government Grantee

California State Highway 101 Southbound Battery Tunnel portion of the Doyle Drive replacement project shall be limited solely to those lands within the easement area, and shall be managed to be respectful of the dignity of San Francisco National Cemetery.

4. That the Grantee shall replace, repair, restore, or relocate any property of the Government within the boundaries of San Francisco National Cemetery affected or damaged directly or indirectly by the Grantee, its employees, contractors, servants, or its agents during its construction, installation, and replacement of the above-mentioned Doyle Drive replacement project, all to the satisfaction of the Director, San Francisco National Cemetery, to as good or better condition as existed prior to construction, at no cost to the Government. Such property shall include fencing, walls, gravesites, monuments, and paved surfaces located within the boundaries of San Francisco National Cemetery property damaged or degraded in any way by Grantee, its employees, contractors, servants, or its agents. The Grantee shall also, without cost to the Government, replace and restore any turf, shrubbery, trees, or plants within the easement area that have been degraded, damaged, or removed by Grantee, its employees, contractors, servants, or its agents, to as good or better condition as existed prior to construction, to the satisfaction of the Director, San Francisco National Cemetery. In consideration of such facilities, it is hereby expressly understood that the above-specified improvements made by Grantee are consideration for this easement.

5. That to ensure the protection of the existing historic iron fence (HOIF) along the northern boundary of the San Francisco National Cemetery property, Grantee shall conduct a survey of its exact location and condition prior to any construction activity. The Grantee, through its contractor or contractors, shall be required to remove the portion of the HOIF located within the easement area, store it in a mutually-agreeable safe and secure off-site location for the duration of the construction, and restore it, all at no expense to the Government. Upon completion of construction the stored and restored fence lengths shall be returned to their original locations, all at no expense to the Government. Grantee will ensure that a contractor with demonstrable experience in the restoration of historic ornamental ironwork will be retained to ensure that each fence length will be replaced in proper order, and restored following the Secretary of the Interior's standards for the restoration of historic properties. Also, for approximately six feet of stone wall at the northwestern corner of San Francisco National Cemetery, where it extends in to the footprint of the excavation, Grantee will ensure that a mason with demonstrable experience in the deconstruction and restoration of historic stone walls will dismantle, record, and, after completion of construction, reinstall that portion of the wall, following the Secretary of the Interior's standards for the restoration of historic properties. Those portions of the stone wall that are removed will be stored on San Francisco National Cemetery property outside the easement area, subject to the guidance, supervision and approval of the Director, San Francisco National Cemetery. The Grantee is a self-insured entity and will require its contractor or contractors to carry insurance in the amount of \$2,000,000 at all times.

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Initials: FN & \_\_\_\_\_  
Government Grantee

6. That upon removal of the existing historic ornamental iron fence (HOIF) mentioned above, but before construction begins, a chain link fence shall be installed in all places where the HOIF and stone wall have been removed. The fence shall be vinyl-coated, black in color, extend six (6) feet above grade, and have a tension wire along the bottom of the fence surface. The fence posts shall be metal, placed ten (10) feet apart, and anchored in concrete footings twelve (12) inches in diameter and twenty-four (24) inches deep.

7. That within thirty (30) days after construction completion of all the physical improvements by the Grantee, its employees, contractors, servants, or its agents related to the Doyle Drive replacement project, the Grantee shall regrade the ground surface to its original elevation and improve such ground surface of the easement area with sod (Dwarf Tall Fescue/Bluegrass blend) and water it over the period of time necessary for the sod to become established, all in accordance with industry standards.

8. That no mining operations shall be conducted on the premises described above. No minerals shall be removed therefrom except such as are reasonably necessary incident to the utilization of the described premises for the purpose of which the easement is granted.

9. That the Grantee will indemnify and save the Government harmless from any liability or responsibility of any nature whatsoever arising directly from the privileges herein granted.

10. That all right, title, interest, and estate hereby granted shall cease and terminate effective as of the date of written notice from the Government to the Grantee, its successors or assigns, that there has been (a) a failure to comply with the terms and conditions of the grant, or (b) a nonuse of the easement for a consecutive two-year period for the purpose for which granted, or (c) an abandonment of the easement.

11. That upon termination or forfeiture of the grant, the Grantee shall within a reasonable time thereafter, if so required by the Government, remove from the land hereinafter described all structures, installations, and appurtenances thereto belonging to Grantee and restore the premises to the satisfaction of the Government.

12. That no advertisements, commercial, political or otherwise, will be placed or allowed on the property.

Initials: FN & \_\_\_\_\_  
Government Grantee

13. The Grantee does, by the acceptance of this instrument, covenant and agree for itself, its assigns, and its successors in interest in property herein conveyed, or any part thereof:

(a) That it is now complying with and will continue to comply with Title VI of the Civil Rights Act of 1964 and all the requirements imposed by or pursuant to the regulations of the Department of Veterans Affairs issued pursuant to that Title, and that the easement and its appurtenant areas and facilities, whether or not on the property herein involved, will be operated in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of Veterans Affairs and in effect on the date of this instrument, all to the end that no person in the United States shall on the ground of race, color, religion or national origin be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activities provided thereon; and,

(b) That the United States shall have the right to judicial enforcement of these covenants no only to the Grantee, its successors and assigns, but also to lessees and sub-lessees doing business or extending services under contractual or other arrangements on the interest in the property herein conveyed.

IN WITNESS WHEREOF the Department of Veterans Affairs has caused this Temporary Construction Easement to be executed in the name and on its behalf this 12 day of Feb, 2010.

UNITED STATES OF AMERICA  
Acting by and through the Secretary,  
Department of Veterans Affairs

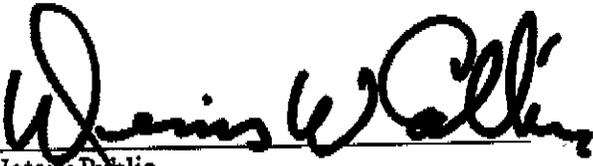
BY: *FJN*  
Frederick J. Neun  
Director, Office of Construction Management  
National Cemetery Administration

Initials: *FN* & \_\_\_\_\_  
Government Grantee

CITY OF WASHINGTON )  
 ) ss  
DISTRICT OF COLUMBIA )

ON THIS 2<sup>nd</sup> day of Feb, 2010, before me a Notary Public in and for the District of Columbia, personally appeared to me Frederick J. Neun, well known and known to me to be the Director, Office of Construction Management for the National Cemetery Administration, whose name is subscribed to the within instrument and acknowledged that he executed the same as a voluntary act and deed of the United States of America, within the scope of his authority.

[SEAL]

  
Notary Public  
District of Columbia

My commission expires:

DENNIS W. CALKIN  
NOTARY PUBLIC DISTRICT OF COLUMBIA  
MY COMMISSION EXPIRES: FEB 28, 2011

Initials: FN & \_\_\_\_\_  
Government Grantee



CERTIFICATE

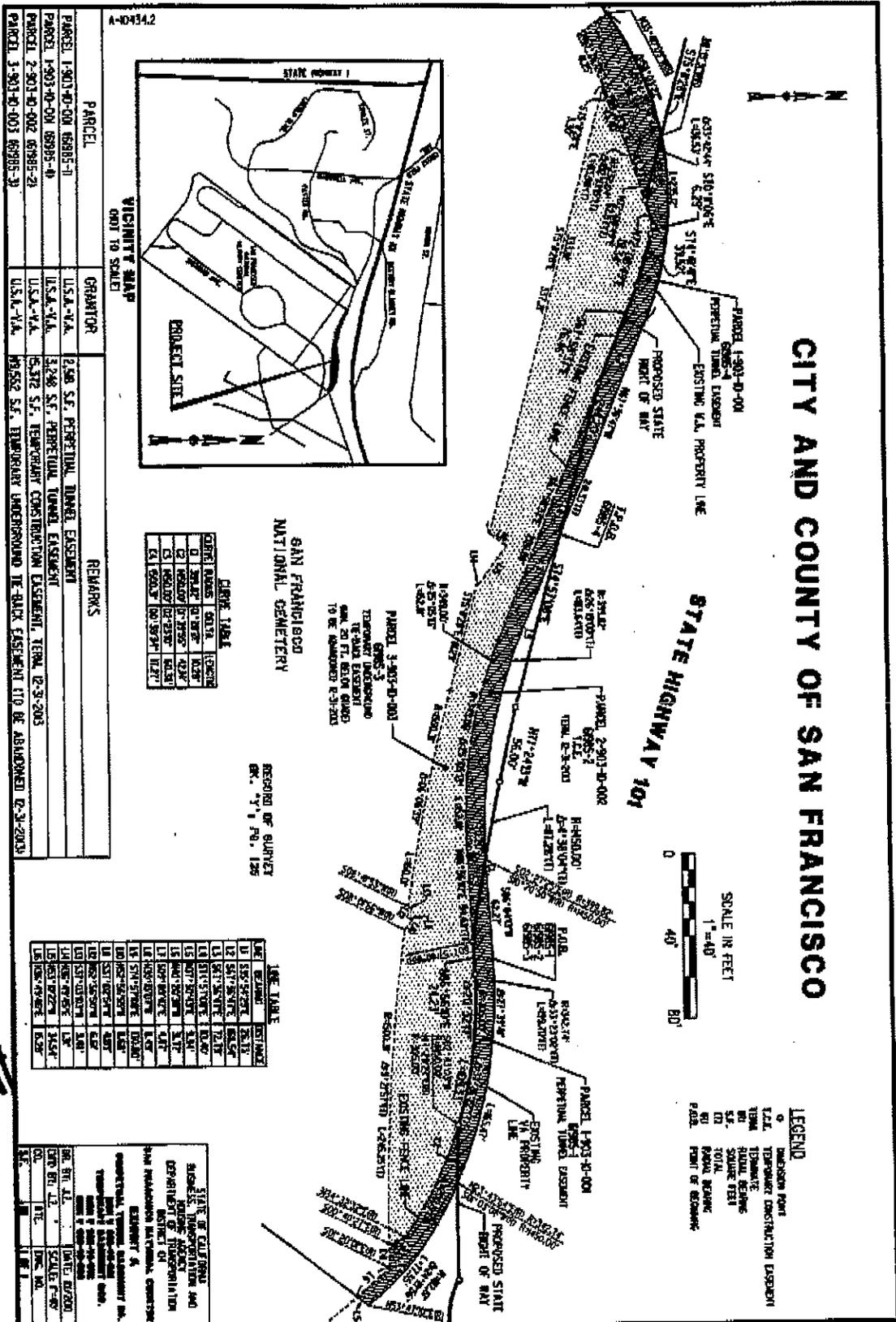
I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
of \_\_\_\_\_ named as Grantee herein; that  
\_\_\_\_\_, who signed this easement on behalf of the Grantee,  
was then \_\_\_\_\_ of \_\_\_\_\_  
and that said easement was duly signed for and in behalf of \_\_\_\_\_  
\_\_\_\_\_ by authority of its governing body and within the scope of its powers.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

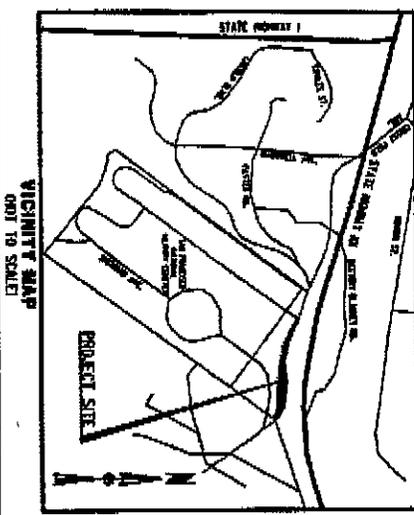
Initials: TH & \_\_\_\_\_  
Government Grantee

# CITY AND COUNTY OF SAN FRANCISCO

STATE HIGHWAY 101



A-0434.2



VICINITY MAP  
ONE TO SCALE

**CHURN LOG**

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SAN FRANCISCO  
NATIONAL CEMETERY

RECORD OF SURVEY  
OR. 7-1, PG. 129

PARCEL	GRANTOR	REMARKS
PARCEL 1-903-D-000 06985-1	U.S.A.-VA	2360 S.F. PERPETUAL TUNNEL EASEMENT
PARCEL 1-903-D-000 06985-1	U.S.A.-VA	3248 S.F. PERPETUAL TUNNEL EASEMENT
PARCEL 2-903-D-000 06985-2	U.S.A.-VA	6372 S.F. TEMPORARY CONSTRUCTION EASEMENT, TERM. 12-3-2003
PARCEL 3-903-D-000 06985-3	U.S.A.-VA	9552 S.F. TEMPORARY UNDERGROUND TIE-BACK EASEMENT TO BE ABANDONED 12-3-2003

**LEG. TABLE**

LEG. SYMBOL	DESCRIPTION
1	SECTION RIGHT
2	TEMPORARY CONSTRUCTION EASEMENT
3	PERPETUAL TUNNEL EASEMENT
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STATE OF CALIFORNIA  
COUNTY OF SAN FRANCISCO  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF HIGHWAYS  
ENGINEER A.  
DATE: 07/2003  
SCALE: 1"=40'

Printed by  
Government Services

**EXHIBIT B**  
**MSN V 903-10-002**  
**TEMPORARY CONSTRUCTION EASEMENT**

**PARCEL 2-903-10-002 (61985-2):**

A TEMPORARY CONSTRUCTION EASEMENT to provide use of surface areas for the staging and storage of equipment supplies, machinery or vehicles for construction purposes, to terminate December 31, 2013, over and across the following described parcel of land;

Beginning at a point on the northerly line of said National Cemetery, said point being the easterly terminus of the course shown as "N 86°04'13" E 62.27'" on said Record of Survey; thence along said northerly line the following 4 courses: 1) S 86°04'13" W 62.27 feet; 2) along a tangent curve to the right with a radius of 399.82 feet, a central angle of 26°19'00" and an arc length of 183.64 feet; 3) N 67°36'47" W 241.33 feet; 4) along a tangent curve to the left with a radius of 232.04 feet, a central angle of 58°03'22" and an arc length of 235.12 feet; thence leaving said northerly line, S35°54'29" E 26.73 feet; thence N 63°26'006" E 41.25 feet; thence S 75°11'28" E 3.30 feet; thence N 66°21'50" E 43.40 feet; thence N 72°08'49" E 62.57 feet; thence S 70°11'06" E 6.29 feet; thence S 74°41'41" E 39.52 feet; thence S 67°58'37" E 277.34 feet; thence along a tangent curve to the left with a radius of 349.00 feet, a central angle of 25°05'13" and an arc length of 152.81 feet; thence N 86°56'10" E 94.43 feet; thence along a tangent curve to the right with a radius of 305.00 feet, a central angle of 37°36'22" and an arc length of 200.19 feet; thence S 30°13'07" E 8.49 feet; thence S 09°09'42" E 4.87 feet; thence from a radial bearing of S 00°40'27" E, along a curve to the left with a radius of 1500.31 feet, a central angle of 00°39'34" and an arc length of 17.27 feet; thence S 40°20'38" E 31.72 feet to the southeasterly boundary line of said National Cemetery; thence along the southeasterly and northerly boundary lines of said National Cemetery the following 3 courses: 1) N 37°30'43" E 9.94 feet; 2) from a radial bearing of N 53°47'10" E, along a curve to the left with a radius of 182.61 feet, a central angle of 24°19'56" and an arc length of 77.55 feet to a point of compound curvature; 4) along a tangent curve to the left with a radius of 342.74 feet, a central angle of 33°23'02" and arc length of 199.70 feet to the point of beginning.

Containing 15,372 square feet (0.353 acre of land), more or less.

National Cemetery Administration  
Office of Construction Management (41F)

**VETERANS AFFAIRS**

# Fax

<b>To:</b>	Mark Weaver	<b>From:</b>	Dwight Schadeberg
<b>Fax:</b>	(510) 286-5482	<b>Phone:</b>	(202) 461-8932
<b>Phone:</b>	(510) 286-5400	<b>Fax:</b>	(202) 565-4944
<b>Pages:</b>	10	<b>INCLUDING COVER SHEET</b>	
<b>Date:</b>	February 2, 2010		
<b>Re:</b>	Temporary Underground Tie-Back Easement [T. C. E. 61983]		
<input checked="" type="checkbox"/> Urgent	<input checked="" type="checkbox"/> For Review	<input checked="" type="checkbox"/> Please Comment	<input checked="" type="checkbox"/> Please Reply
<input type="checkbox"/> Per Email	<input checked="" type="checkbox"/> As Requested	<input checked="" type="checkbox"/> Per Discussion	<input type="checkbox"/> Per Facsimile

Attached is a signed, dated, and initialed copy of the subject easement. It has been executed by Fred Neun, on behalf of the Secretary of Veterans Affairs, and has been notarized. Robert McPherson is requested to sign and date the document in the spaces provided for same on pages 6 and 7. The document should also be witnessed on page 6, and all pages should be initialed on the lines provided for same.

After completion of the above actions by CALTRANS, please provide a coy of the executed temporary underground tie-back easement to this office, either electronically by pdf or by fax.

Upon receipt of a copy of the executed temporary underground tie-back easement, three copies of the easement document, executed by the Government with original signatures, will be forwarded via FEDEX to CALTRANS for execution. A cover letter with instructions will accompany the documents.

## TEMPORARY UNDERGROUND TIE-BACK EASEMENT

MSN V 903-10-003

The Department of Veterans Affairs, acting for and on behalf of the United States of America, hereinafter referred to as the Government, under and by virtue of the authority contained in 40 United States Code 319 (76 Stat. 1129), having determined that it will not be adverse to the interests of the United States, does hereby grant and convey, for an in consideration of the improvements to be made by Grantee, as described in paragraphs five (5) and six (6) below, without covenant or warranty of any kind and subject to the conditions hereinafter stated, unto the State of California, Department of Transportation, Hereinafter referred to as the Grantee, its successors and assigns, a temporary easement and right of way to lands belonging to San Francisco National Cemetery, hereinafter referred to as "said facilities", to be under a portion of such facilities, which the undersigned owns or in which the undersigned has an interest in San Francisco County, State of California, to wit:

All as depicted and described on Exhibit A (survey) and Exhibit B (legal description), attached hereto and made a part hereof.

The easement and right of way hereby granted is for the following purpose, namely: To allow tieback anchors to be installed and constructed as underground improvements to provide physical support for a temporary shoring system necessary to retain the earth below the cemetery for the construction of the off-site tunnel cut for the California State Highway 101 Southbound Battery Tunnel portion of the Doyle Drive replacement project, within a section of land containing approximately 1.14 acres, as depicted on Exhibit A and identified as Temporary Underground Tie-Back Easement (T.C.E.) 61985-3).

The easement is granted subject to the following conditions and provisions:

1. The easement shall be temporary in nature; the right of the Grantee, its employees, contractors, servants, or its agents to enter upon the lands described above shall be terminated when the construction project has been completed and has been accepted by the Grantee, or on December 31, 2013, whichever is sooner.
2. That the Government reserves the rights for all purposes across, over, or under the easement area herein described; such rights, however, to be exercised in a manner which will not create under interference with the use and enjoyment by the Grantee of said easement.

Page 1

Initials: FA & \_\_\_\_\_  
Government Grantee

3. That all actions taken by the Grantee, its employees, contractors, servants, or its agents in connection with the above-mentioned construction of an underground tunnel for the California State Highway 101 Southbound Battery Tunnel portion of the Doyle Drive replacement project shall be limited solely to those lands within the easement area, and shall be managed to be respectful of the dignity of San Francisco National Cemetery.

4. That installation of the top row of tieback anchors will be located such that they pass a minimum of 20 feet below the existing grade of cemetery property at the location of the existing historic ornamental iron fence (HOIF) line. The tieback anchors are to be placed at a downward angle of fifteen (15) degrees off horizontal from the outside surface of the off-site soldier pile elements of the shoring system. The Grantee will be allowed to install additional rows of tieback anchors at depths below the top row of tieback anchors, as it considers necessary to provide physical support for the temporary shoring system for construction of the off-site tunnel cut.

5. That the Grantee shall replace, repair, restore, or relocate any property of the Government within the boundaries of San Francisco National Cemetery affected or damaged directly or indirectly by the Grantee, its employees, contractors, servants, or its agents during its construction, installation, and replacement of the above-mentioned Doyle Drive replacement project, all to the satisfaction of the Director, San Francisco National Cemetery, to as good or better condition as existed prior to construction, at no cost to the Government. Such property shall include fencing, walls, gravesites, monuments, and paved surfaces located within the boundaries of San Francisco National Cemetery property damaged or degraded in any way by Grantee, its employees, contractors, servants, or its agents. The Grantee shall also, without cost to the Government, replace and restore any turf, shrubbery, trees, or plants within the easement area that have been degraded, damaged, or removed by Grantee, its employees, contractors, servants, or its agents, to as good or better condition as existed prior to construction, to the satisfaction of the Director, San Francisco National Cemetery. In consideration of such facilities, it is hereby expressly understood that the above-specified improvements made by Grantee are consideration for this easement.

6. That to ensure the protection of the existing historic iron fence (HOIF) along the northern boundary of the San Francisco National Cemetery property, Grantee shall conduct a survey of its exact location and condition prior to any construction activity. The Grantee, through its contractor or contractors, shall be required to remove the portion of the HOIF located within the easement area, store it in a mutually-agreeable safe and secure off-site location for the duration of the construction, and restore it, all at no expense to the Government. Upon completion of construction the stored and restored fence lengths shall be returned to their original locations, all at no expense to the Government. Grantee will ensure that a contractor with demonstrable experience in the restoration of historic ornamental ironwork will be retained to ensure that each fence

Initials: FR & [Redacted]  
Government Grantee



length will be replaced in proper order, and restored following the Secretary of the Interior's standards for the restoration of historic properties. Also, for approximately six feet of stone wall at the northwestern corner of San Francisco National Cemetery, where it extends in to the footprint of the excavation, Grantee will ensure that a mason with demonstrable experience in the deconstruction and restoration of historic stone walls will dismantle, record, and, after completion of construction, reinstall that portion of the wall, following the Secretary of the Interior's standards for the restoration of historic properties. Those portions of the stone wall that are removed will be stored on San Francisco National Cemetery property outside the easement area, subject to the guidance, supervision and approval of the Director, San Francisco National Cemetery. The Grantee is a self-insured entity and will require its contractor or contractors to carry insurance in the amount of \$2,000,000 at all times.

7. That upon removal of the existing historic ornamental iron fence (HOIF) mentioned above, and before construction begins, a chain link fence shall be installed in all places where the HOIF and stone wall have been removed. The fence shall be vinyl-coated, black in color, extend six (6) feet above grade, and have a tension wire along the bottom of the fence surface. The fence posts shall be metal, placed ten (10) feet apart, and anchored in concrete footings twelve (12) inches in diameter and twenty-four (24) inches deep.

8. That within thirty (30) days after construction completion of all the physical improvements by the Grantee, its employees, contractors, servants, or its agents related to the Doyle Drive replacement project, the Grantee shall regrade the ground surface to its original elevation and improve such ground surface of the easement area with sod (Dwarf Tall Fescue/Bluegrass blend) and water it over the period of time necessary for the sod to become established, all in accordance with industry standards.

9. That no mining operations shall be conducted on the premises described above. No minerals shall be removed therefrom except such as are reasonably necessary incident to the utilization of the described premises for the purpose of which the easement is granted.

10. That the Grantee will indemnify and save the Government harmless from any liability or responsibility of any nature whatsoever arising directly from the privileges herein granted.

11. That all right, title, interest, and estate hereby granted shall cease and terminate effective as of the date of written notice from the Government to the Grantee, its successors or assigns, that there has been (a) a failure to comply with the terms and conditions of the grant, or (b) a nonuse of the easement for a consecutive two-year period for the purpose for which granted, or (c) an abandonment of the easement.

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Government Grantee

12. That upon termination of the grant, the Grantee will be allowed to abandon all tieback anchors installed underground within the easement area described herein described, and there shall be no claim or right whatsoever by the Government against the Grantee to have such underground improvements removed.

13. That no advertisements, commercial, political or otherwise, will be placed or allowed on the property.

14. The Grantee does, by the acceptance of this instrument, covenant and agree for itself, its assigns, and its successors in interest in property herein conveyed, or any part thereof:

(a) That it is now complying with and will continue to comply with Title VI of the Civil Rights Act of 1964 and all the requirements imposed by or pursuant to the regulations of the Department of Veterans Affairs issued pursuant to that Title, and that the easement and its appurtenant areas and facilities, whether or not on the property herein involved, will be operated in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of Veterans Affairs and in effect on the date of this instrument, all to the end that no person in the United States shall on the ground of race, color, religion or national origin be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activities provided thereon; and,

(b) That the United States shall have the right to judicial enforcement of these covenants not only to the Grantee, its successors and assigns, but also to lessees and sub-lessees doing business or extending services under contractual or other arrangements on the interest in the property herein conveyed.

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CERTIFICATE

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
 \_\_\_\_\_ named as Grantee herein; that  
 \_\_\_\_\_, who signed this easement on behalf of the Grantee,  
 was then \_\_\_\_\_ of \_\_\_\_\_  
 and that said easement was duly signed for and in behalf of \_\_\_\_\_  
 \_\_\_\_\_ by authority of its governing body and within the scope of its powers.

\_\_\_\_\_  
 Printed Name: \_\_\_\_\_

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 Government Grantee



**EXHIBIT B**  
**MSN V 903-10-003**  
**TEMPORARY CONSTRUCTION (TIE BACK) EASEMENT**

**PARCEL 3-903-10-003 (61985-3):**

A TEMPORARY CONSTRUCTION (TIE BACK) EASEMENT for the construction of retaining wall tie backs to be abandoned in place on December 31, 2013, or when construction is completed, whichever occurs first, and is to be located 20 or more feet below the existing ground elevation under the following described parcel of land:

Beginning at a point on the northerly line of said National Cemetery, said point being the easterly terminus of the course shown as "N 86°04'13" E 62.27'" on said Record of Survey; thence along said northerly line of the following 4 courses: 1) S 86°04'13" W 62.27 feet; 2) along a tangent curve to the right with a radius of 399.82 feet, a central angle of 26°19'00" and an arc length of 183.64 feet; N 67°36'47" W 241.33 feet; 4) along a tangent curve to the with a radius of 232.04 feet, a central angle of 58°03'22" and an arc length of 235.12 feet; leaving said northerly line, S 35°54'29" E 26.73 feet; thence S 75°11'28" E 337.21 feet; thence N 36°49'46" E 15.28 feet; thence S 53°10'22" E 34.54 feet; thence S 36°49'45" W 1.31 feet; thence S 75°11'28" E 81.29 feet; thence along a curve to the left with a radius of 1500.31 feet, a central angle of 6°06'39" and an arc length of 160.01 feet; thence N 37°03'03" E 3.48 feet; thence S 52°56'50" E 6.61 feet; thence N 37°02'54" E 4.89 feet' thence S 52°56'55" E 8.68 feet thence from a radial bearing of S 8°01'56" W, along a curve to the left with a radius of 1500.31 feet, a central angle of 9°21'57" and an arc length of 245.25 feet; thence S 40°20'38" E 31.72 feet to the southeasterly boundary line of said National Cemetery; thence along the southeasterly and northerly boundary lines of said National Cemetery the following 3 courses: 1) N 37°30'43" E 9.94 feet; 2) from radial bearing of N 53°47'10" E, along a curve to the left with a radius of 182.61 feet, a central angle of 24°19'56" and an arc length of 77.55 feet to a point of compound curvature; and 3) along a tangent curve to the left with a radius of 342.74 feet, a central angle of 33°23'02" and an arc length of 199.70 feet to the point of beginning. Containing 49,552 square feet (1.138 acres of land), more or less.

National Cemetery Administration  
Office of Construction Management (41F)

**VETERANS AFFAIRS**

# Fax

<b>To:</b>	Mark Weaver	<b>From:</b>	Dudley Schadeberg
<b>Fax:</b>	(510) 286-5482	<b>Phone:</b>	(202) 461-8932
<b>Phone:</b>	(510) 286-5400	<b>Fax:</b>	(202) 565-4944
<b>Pages:</b>	10	<b>INCLUDING COVER SHEET</b>	
<b>Date:</b>	February 2, 2010		
<b>Re:</b>	Deed of Easement [Parcel 1: Perpetual Tunnel Easement 61985-1 and 61985-4]		
<input checked="" type="checkbox"/> Urgent	<input checked="" type="checkbox"/> For Review	<input checked="" type="checkbox"/> Please Comment	<input checked="" type="checkbox"/> Please Reply
<input type="checkbox"/> Per Email	<input checked="" type="checkbox"/> As Requested	<input checked="" type="checkbox"/> Per Discussion	<input type="checkbox"/> Per Facsimile

Attached is a signed, dated, and initialed copy of the subject easement. It has been executed by Fred Neun, on behalf of the Secretary of Veterans Affairs, and has been notarized. Robert McPherson is requested to sign and date the document in the spaces provided for same on pages 6 and 7. The document should also be witnessed on page 6, and all pages should be initialed on the lines provided for same.

After completion of the above actions by CALTRANS, please provide a copy of the executed deed of easement document to this office, either electronically by pdf or by fax.

Upon receipt of a copy of the executed deed of easement, three copies of the deed of easement, executed by the Government with original signatures, will be forwarded via FEDEX to CALTRANS for execution. A cover letter with instructions will accompany the documents.

DEED OF EASEMENT

MSN V 903-10-001

The Department of Veterans Affairs, acting for and on behalf of the United States of America, hereinafter referred to as the Government, under and by virtue of the authority contained in 40 United States Code 319 (76 Stat. 1129), having determined that it will not be adverse to the interests of the United States, does hereby grant and convey, for and in consideration of the improvements to be made by Grantee, as described in paragraphs three (3) through five (5) below, without covenant or warranty of any kind and subject to the conditions hereinafter stated, unto the State of California, Department of Transportation, hereinafter referred to as the Grantee, its successors and assigns, a perpetual easement and right of way to lands belonging to San Francisco National Cemetery, hereinafter referred to as "said facilities", to be on, over, under, upon, across or through a portion of such facilities, which the undersigned owns or in which the undersigned has an interest in San Francisco County, State of California, to wit:

All as depicted and described on Exhibit A (survey) and Exhibit B (legal description), attached hereto and made a part hereof.

The easement and right of way hereby granted is for the following purpose, namely: To construct, operate, and maintain an underground tunnel and associated underground physical improvements for the California State Highway 101 Southbound Battery Tunnel portion of the Doyle Drive replacement project, within two sections of land, which when combined, contain approximately .13 acres, as depicted on Exhibit A and identified as Parcel 1: Perpetual Tunnel Easement (P.T.E.) 61985-1 and 61985-4.

The easement is granted subject to the following conditions and provisions:

1. That the Government reserves the rights for all purposes across, over, or under the easement area herein described; such rights, however, to be exercised in a manner which will not create undue interference with the use and enjoyment by the Grantee of said easement.
2. That the underground tunnel and associated underground physical improvements within the easement area shall be constructed, operated, maintained, reconstructed, repaired, and replaced by Grantee, without cost to the Government.
3. That the Grantee shall replace, repair, restore, or relocate any property of the Government within the boundaries of San Francisco National Cemetery affected or damaged directly or indirectly by Grantee, its employees, contractors, servants, or its agents during construction, reconstruction, installation, operation, maintenance, and

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Government Grantee

replacement of the above-mentioned Doyle Drive replacement project, all to the satisfaction of the Director, San Francisco National Cemetery, to as good or better condition as existed prior to construction, at no cost to the Government. Such property shall include fencing, walls, gravesites, monuments, and paved surfaces located within the boundaries of San Francisco National Cemetery property damaged or degraded in any way by Grantee, its employees, or its agents. The Grantee shall also, without cost to the Government, replace and restore any turf, shrubbery, trees, or plants within the easement area that have been degraded, damaged, or removed by Grantee, its employees, contractors, servants, or its agents, to as good or better condition as existed prior to construction, to the satisfaction of the Director, San Francisco National Cemetery. In consideration of said facilities, it is hereby expressly understood that the above-specified improvements made by Grantee are consideration for this easement.

4. That to ensure the protection of the existing historic iron fence (HOIF) along the northern boundary of the San Francisco National Cemetery property, Grantee shall conduct a survey of its exact location and condition prior to any construction activity. The Grantee, through its contractor or contractors, shall be required to remove the portion of the HOIF located within the easement area, store it in a mutually-agreeable safe and secure off-site location for the duration of the construction, and restore it, all at no expense to the Government. Upon completion of construction the stored and restored fence lengths shall be returned to their original locations, all at no expense to the Government. Grantee will ensure that a contractor with demonstrable experience in the restoration of historic ornamental ironwork will be retained to ensure that each fence length will be replaced in proper order, and restored following the Secretary of the Interior's standards for the restoration of historic properties. Also, for approximately six feet of stone wall at the northwestern corner of San Francisco National Cemetery, where it extends in to the footprint of the excavation, Grantee will ensure that a mason with demonstrable experience in the deconstruction and restoration of historic stone walls will dismantle, record, and, after completion of construction, reinstall that portion of the wall, following the Secretary of the Interior's standards for the restoration of historic properties. Those portions of the stone wall that are removed will be stored on San Francisco National Cemetery property outside the easement area, subject to the guidance, supervision and approval of the Director, San Francisco National Cemetery. The Grantee is a self-insured entity and will require its contractor or contractors to carry insurance in the amount of \$2,000,000 at all times.

5. That before construction completion of the Doyle Drive replacement project by the Grantee, its employees, contractors, servants, or its agents, the Grantee shall be required, at no cost to the Government, to restore the exiting iron fencing, existing iron entrance gates, and the two stone pillars located at the Doyle Drive entrance near the northeastern corner of San Francisco National Cemetery. The fencing and gate area to be restored mentioned above extends from the eastern end of the existing historic ornamental iron fence (HOIF)

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located along the northern boundary of San Francisco National Cemetery through the semicircular entrance area to the stone wall at the southern end of the entrance area. The Grantee will have the option of performing the restoration work on site or at an off-site location; however, if removed, at the completion of the restoration the iron fencing and entrance gates must be returned to their original locations. The Grantee will ensure that a contractor with demonstrable experience in restoration of historic ironwork and also a contractor with demonstrable experience in the restoration of historic stone walls will be retained to ensure that the above improvements will be restored following the Secretary of the Interior's standards for the restoration of historic properties.

6. That upon removal of the existing historic ornamental iron fence (HOIF) mentioned above, and before construction begins, a chain link fence shall be installed in all places where the HOIF and stone wall have been removed. The fence shall be vinyl-coated, black in color, extend six (6) feet above grade, and have a tension wire along the bottom of the fence surface. The fence posts shall be metal, placed ten (10) feet apart, and anchored in concrete footings twelve (12) inches in diameter and twenty-four (24) inches deep.
7. That within thirty (30) days after construction completion of all the physical improvements by the Grantee, its employees, contractors, servants, or its agents related to the Doyle Drive replacement project, the Grantee shall regrade the ground surface to its original elevation and improve such ground surface of the easement area with sod (Dwarf Tall Fescue/Bluegrass blend) and water it over the period of time necessary for the sod to become established, all in accordance with industry standards.
8. That no mining operations shall be conducted on the premises described above. No minerals shall be removed therefrom except such as are reasonably necessary incident to the utilization of the described premises for the purpose of which the easement is granted.
9. That the Grantee will indemnify and save the Government harmless from any liability or responsibility of any nature whatsoever arising directly from the privileges herein granted.
10. That all right, title, interest, and estate hereby granted shall cease and terminate effective as of the date of written notice from the Government to the Grantee, its successors or assigns, that there has been (a) a failure to comply with the terms and conditions of the grant, or (b) a nonuse of the easement for a consecutive two-year period for the purpose for which granted, or (c) an abandonment of the easement.
11. That upon termination or forfeiture of the grant, the Grantee shall within a reasonable time thereafter, if so required by the Government, remove from the land hereinafter described all structures, installations, and appurtenances thereto belonging to Grantee and restore the premises to the satisfaction of the Government.

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12. That no advertisements, commercial, political or otherwise, will be placed or allowed on the property.

13. The Grantee does, by the acceptance of this instrument, covenant and agree for itself, its assigns, and its successors in interest in property herein conveyed, or any part thereof:

(a) That it is now complying and will continue to comply with Title VI of the Civil Rights Act of 1964 and all the requirements imposed by or pursuant to the regulations of the Department of Veterans Affairs issued pursuant to that Title, and that the easement and its appurtenant areas and facilities, whether or not on the property herein involved, will be operated in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of Veterans Affairs and in effect on the date of this instrument, all to the end that no person in the United States shall on the ground of race, color, religion or national origin be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activities provided thereon; and,

(b) That the United States shall have the right to judicial enforcement of these covenants not only to the Grantee, its successors and assigns, but also to lessees and sub-lessees doing business or extending services under contractual or other arrangements on the interest in the property herein conveyed.

IN WITNESS WHEREOF the Department of Veterans Affairs has caused this Deed of Easement to be executed in the name and on its behalf this 12 day of FEB 2010 2010.

UNITED STATES OF AMERICA  
Acting by and through the Secretary,  
Department of Veterans Affairs

BY: *FJN*  
Frederick J. Neun  
Director, Office of Construction Management  
National Cemetery Administration

Initials: *FN* & \_\_\_\_\_  
Government Grantee





CERTIFICATE

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
of \_\_\_\_\_ named as Grantee herein; that  
\_\_\_\_\_, who signed this easement on behalf of the Grantee,  
was then \_\_\_\_\_ of \_\_\_\_\_  
and that said easement was duly signed for and in behalf of \_\_\_\_\_  
\_\_\_\_\_ by authority of its governing body and within the scope of its powers.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Initials: FA & \_\_\_\_\_  
Government Grantee



**EXHIBIT B**  
**MSN V 903-10-001**  
**PERPETUAL TUNNEL EASEMENT**

In the City and County of San Francisco, California, portions of the San Francisco National Cemetery as shown on sheet 21 of the Record of Survey map dated April 1994, recorded September 28, 1994, in Map Book "Y", pages 125 through 171, city and County of San Francisco Official Records, said portions are described as follows:

PARCEL 1-903-10-001 (61985-1, 61985-4):

A PERPTUAL TUNNEL EASEMENT to construct, operate and maintain a tunnel associated with the underground physical improvements across that parcel of land described as follows:

61985-1: Beginning at a point on the northerly line of said National Cemetery, said point being the easterly terminus of the course shown as "N 86°04'13" E 62.27'" on said Record of Survey; thence along said northerly line, S 86°04'13" W 62.27 feet and along a tangent curve to the right with a radius of 399.82 feet, a central angle of 01°28'21" and an arc length of 10.28 feet; thence leaving said northerly line, from a radial bearing of S 10°20'50" W, along a curve to the left with a radius of 1,450.00 feet, a central angle of 02°23'10" and an arc length of 60.38 feet; thence N 86°56'10" E 24.23 feet; thence along a tangent curve to the right with a radius of 305.00 feet, a central angle of 20°32'17" and an arc length of 109.33 feet; thence from a radial bearing of S 02°43'03" W, along a curve to the left with a radius of 1450 feet, a central angle of 01°39'55" and an arc length of 42.14 feet to said northerly line; thence along said northerly line, from a radial bearing of N 23°43'54" E, along a curve to the left with a radius of 342.74 feet, a central angle of 27°39'41" and an arc length of 165.47 feet to the point of beginning. Containing 2,518 square feet, more or less.

61985-4: Beginning at a point on the northerly line of said National Cemetery, said point being the easterly terminus of the course shown as "S 67°36'47" E 241.33'" on said Record of Survey; thence along said northerly line, N 67°36'47" W 72.79 feet to the TRUE POINT OF BEGINNING; thence continuing along said northerly line, N 67°36'47" W 168.54 feet and along a tangent curve to the left with a radius of 232.04 feet, a central angle of 33°42'44" and an arc length of 136.53 feet; thence leaving said northerly line, S 75°11'28" E 48.55 feet; thence N 72°08'49" E 19.34 feet; thence S 70°11'06" E 6.29 feet, thence S 74°41'41" E 39.52 feet; thence S 67°58'37" E 76.46 feet; thence S 74°57'08" E 113.40 feet to the TRUE POINT OF BEGINNING. Containing 3,248 square feet, more or less.

The total acreage for 61985-1 and 61985-4 is 5,766 square feet (0.132 acre of land), more or less.