

File No. 110839

Committee Item No. _____
Board Item No. 53

COMMITTEE/BOARD OF SUPERVISORS
AGENDA PACKET CONTENTS LIST

Board of Supervisors Meeting

Date: July 26, 2011

Cmte Board

- | | | |
|--------------------------|--------------------------|----------------------------------------------|
| <input type="checkbox"/> | X | Motion |
| <input type="checkbox"/> | | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | | Introduction Form (for hearings) |
| <input type="checkbox"/> | X | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
| <input type="checkbox"/> | <input type="checkbox"/> | Public Correspondence |

OTHER (Use back side if additional space is needed)

Completed by: Annette Lonich

Date: July 19, 2011

An asterisked item represents the cover sheet to a document that exceeds 25 pages.
The complete document is in the file.

1 [Final Map 4456: 833 - 835 Jamestown Avenue]
2

3 **Motion approving Final Map 4456, a 198 Residential Unit Condominium Project,**
4 **located at 833-835 Jamestown Avenue being a subdivision of Lot 277 in Assessors**
5 **Block No. 4991; adopting findings pursuant to the General Plan and City Planning Code**
6 **Section 101.1; conditionally accepting offers of easements; and approving a Public**
7 **Improvement Agreement related to the Final Map.**

8
9 MOVED, That the San Francisco Board of Supervisors adopts as its own and
10 incorporates by reference herein as though fully set forth the findings made by the City
11 Planning Department, by its letter dated April 05, 2007, that the proposed subdivision is
12 consistent with the objectives and policies of the General Plan and the Eight Priority Policies
13 of Section 101.1 of the Planning Code; and be it

14 FURTHER MOVED, That the San Francisco Board of Supervisors accepts, on behalf
15 of the public, subject to city certified completion of improvements, the offer of easements for
16 the following: public utilities over the areas shown on the said Final Map as P.U.E.,
17 emergency vehicle access over the areas shown on the said Final Map as E.V.A.E., and
18 pedestrian ingress and egress over the areas shown on said Final Map as I.E.E.; and be it

19 FURTHER MOVED, That the certain map entitled "FINAL MAP 4456", comprising 4
20 sheets, approved July 14, 2011, by Department of Public Works Order No. 179, 436 together
21 with the Public Improvement Agreement for Final Map 4456 between the City and County of
22 San Francisco and Jamestown Equity Partners, LLC, a Delaware Limited Liability Company,
23 are hereby approved and said map is adopted as Official Final Map 4456; and be it

24 FURTHER MOVED, That the San Francisco Board of Supervisors hereby authorizes
25 the Director of the Department of Public Works to enter all necessary recording information on

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

the Final Map and authorizes the Clerk of the Board of Supervisors to execute the Clerk's Statement as set forth herein; and be it

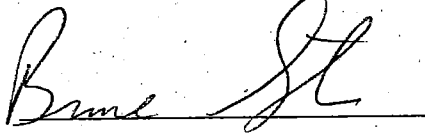
FURTHER MOVED, That approval of this map is also conditioned upon compliance by the subdivider with all applicable provisions of the San Francisco Subdivision Code and amendments thereto.

RECOMMENDED:



Edward D. Reiskin
Director of Public Works

DESCRIPTION APPROVED:



Bruce R. Storrs, PLS
City and County Surveyor



Edwin M. Lee, Mayor
Edward D. Reiskin, Director



Phone: (415) 554-6920
Fax: (415) 554-6944
TDD: (415) 554-6900
www.sfdpw.org

Department of Public Works
Office of the Director
City Hall, Room 348
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4645

**CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC WORKS
ORDER NO. 179, 436**

APPROVING FINAL MAP 4456, 833-835 JAMESTOWN AVENUE, A 198 RESIDENTIAL UNIT CONDOMINIUM PROJECT, BEING A SUBDIVISION OF LOT 277 IN ASSESSORS BLOCK NO. 4991.

A. 198 RESIDENTIAL UNIT CONDOMINIUM PROJECT

The City Planning Department in its letter dated April 05, 2007 stated that the subdivision is in conformity with the General Plan and the Priority Policies of City Planning Code Section 101.1.

The Director of Public Works, the Advisory Agency, acting in concurrence with other City agencies, has determined that said Final Map complies with all subdivision requirements related thereto. Pursuant to the California Subdivision Map Act and the San Francisco Subdivision Code, the Director recommends that the Board of Supervisors approve the aforementioned Final Map.

This Final Map also includes offers for easements. The Department of Public Works recommends that the San Francisco Board of Supervisors conditionally accept the offer for Public Utility Easement, Emergency Vehicle Access Easement, and Pedestrian Ingress and Egress Easement, subject to City certified completion of improvements, and offered on this Final Map. The Department also recommends that the Board of Supervisors approve the Public Improvement Agreement that is associated with this map.

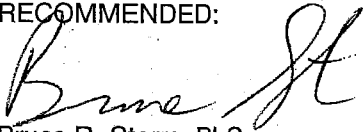
Transmitted herewith are the following:

1. Four (4) paper copies of the Motion approving said map – one (1) copy in electronic format.
2. One (1) mylar signature sheet and one (1) paper set of the "Final Map 4456", each comprising 4 sheets.
3. One (1) copy of the Tax Certificate from the Office of the Treasurer and Tax Collector certifying that there are no liens against the property for taxes or special assessments collected as taxes.
4. One (1) copy of the letter dated April 05, 2007 from the City Planning Department verifying conformity of the subdivision with the General Plan and the Priority Policies set forth in City Planning Code Section 101.1.
5. One (1) copy of the Public Improvement Agreement
6. One (1) Copy of the Performance Bond
7. One (1) Copy of the Labor and Material Bond
8. One (1) copy of the Temporary Construction Easement

Cont.

It is recommended that the Board of Supervisors adopt this legislation.

RECOMMENDED:



Bruce R. Storrs, PLS
City and County Surveyor, DPW

cc: File (2)
Board of Supervisors (signed)
Tax Collector's Office

APPROVED: July 14, 2011

APPROVED:



Edward D. Reiskin
Director of Public Works

EDWARD D. REISKIN, DIRECTOR



Gavin Newsom, Mayor
Fred V. Abadi, Ph.D., Director



(415) 554-5800
FAX (415) 554-5843
http://www.sfdpw.com

Department of Public Works
Bureau of Street-Use and Mapping
875 Stevenson Street, Room 460
San Francisco, CA 94103-0942

Barbara L. Moy, Bureau Manager
Bruce Storrs, City and County Surveyor

Date: December 13, 2006

Project ID: 4456			
Project Type: 198 Units New Construction			
Address#	StreetName	Block	Lot
833 - 835	JAMESTOWN AVE	4991	277
Tentative Map Referral			

SE

2007.0106.x

Department of City Planning
1660 Mission Street
San Francisco, CA 94103

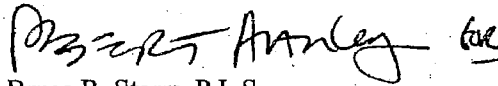
Attention: Mr. Lawrence Badiner

Pursuant to Section 1325 of the City and County of San Francisco Subdivision Code and Section 4.105 of the 1996 City Charter, a print of the above referenced Map is submitted for your review, CEQA and General Plan conformity determination. Under the provisions of the Subdivision Map Act and the City and County of San Francisco Subdivision Code, your Department must respond to the Bureau of Street-Use and Mapping within 30 days of the receipt of the application or CEQA Determination per SMA 664521(c). Under these same state and local codes, DPW is required to approve, conditionally approve, or disapprove the above referenced map within 50 days of the receipt of the application or CEQA Determination per SMA 664521(c). Failure to do so constitutes automatic approval. Thank you for your timely review of this Map.

Enclosures:

- Print of Parcel Map
- List "B"
- Proposition "M" Findings
- Photos

Sincerely,


Bruce R. Storrs, P.L.S.
City and County Surveyor

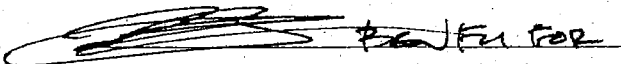
✓ The subject Tentative Map has been reviewed by the Planning Department and does comply with applicable provisions of the Planning Code. On balance, the Tentative Map is consistent with the General Plan and the Priority Policies of Planning Code Section 101.1 based on the attached findings. The subject referral is exempt from environmental review per Class 1 California Environmental Quality Act Guidelines.

_____ The subject Tentative Map has been reviewed by the Planning Department and does comply with applicable provisions of the Planning Code subject to the following conditions (Any requested documents should be sent in with a copy of this letter to Lawrence Badiner at the above address):

_____ The subject Tentative Map has been reviewed by the Planning Department and does not comply with applicable provisions of the Planning Code. Due to the following reasons (Any requested documents should be sent in with a copy of this letter to Lawrence Badiner at the above address):

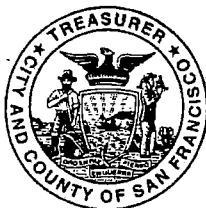
PLANNING DEPARTMENT

DATE 4.09.07


Mr. Lawrence B. Badiner, Zoning Administrator

Office of the Treasurer & Tax Collector
City and County of San Francisco

Property Tax & Licensing
George Putris, Tax Administrator



José Cisneros, Treasurer

I, George W. Putris, Tax Administrator of the City and County San Francisco, State of California, do hereby certify that according to the records of my office, there are no liens against the subdivision designated on the map entitled:

Block No. 4991 Lot No. 277

Address: 833-881 Jamestown Avenue

for unpaid City & County property taxes or special assessments collected as taxes.

George W. Putris

Tax Administrator

Dated this 13th day of April 2011

RECORDING REQUESTED BY
City and County of San Francisco

WHEN RECORDED MAIL TO:

Department of Public Works
1 Dr. Carlton B. Goodlett Place
City Hall, Room 348
San Francisco, CA 94102

Documentary Transfer Tax is Zero.
Official Business Entitled to Free Recordation
Pursuant to Government Code § 6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

PUBLIC IMPROVEMENT AGREEMENT

This agreement for the construction of public improvements ("**Agreement**") is made this ___ day of July 11, 2011, between CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**City**") and JAMESTOWN EQUITY PARTNERS, LLC, a Delaware limited liability company ("**Subdivider**").

The parties enter this Agreement on the basis of the following facts, understandings and intentions:

A. The Subdivider has undertaken to subdivide and develop the real property located at 833-835 Jamestown Avenue, Assessor's Block 4991 / Lot 277, in the City and County of San Francisco, California ("**Property**") pursuant to the Subdivision Map Act of the State of California ("**Act**"), the San Francisco Subdivision Code and the San Francisco Subdivision Regulations (January 6, 1982) as amended from time to time. As of the date of this Agreement, only a portion of the Property is being developed (the "**Current Phase**"). The Current Phase is comprised of Building 4, Building 5, a portion of Building 11 and related improvements on the Property. The remainder of the Property is intended to be developed in two or more construction phases (the "**Future Phases**").

B. The Act provides that before the Final Map is approved by the City, the Subdivider shall have installed and completed all of the public improvements and related land development work required by the City or, as an alternative, the Subdivider shall enter into an agreement with the City, secured by an approved performance bond to insure the performance of the work pursuant to the requirements of the Act, agreeing at its own expense to install and complete, free of liens, all of the public improvements and related land development work required in the subdivision within a definite period of time prescribed by the City.

C. The Subdivider, in consideration of the approval and recordation of the Final Map by the City, desires to enter into this Agreement wherein it is provided that the Subdivider will install

and complete at its own expense, all the public improvement work required by the City in connection with the proposed subdivision and will deliver to the City satisfactory security in the forms of: (i) a performance bond, (ii) a labor-and-materials bond, and (iii) a maintenance bond, all as approved by the City Attorney.

D. Subdivider submitted to the City, for approval and recordation, a final map for the Property to be subdivided entitled: "Final Map No. 4456" ("**Final Map**") which, upon approval by the City, will be filed in the Official Records. The City has previously approved a Tentative Map of the subdivision on January 4, 2008.

E. Complete plans and specifications for the construction, installation and completion of the public improvement and related land development work to be performed in connection with the Current Phase of development of the Property ("**Plans and Specifications**") have been approved by the City, as shown in the Sidewalk Improvement Plan, Southerly Side of Jamestown Avenue, Between Hawes Street and Redondo Street prepared by KCA Engineers, Inc., dated April 21, 2011, and received by the City on April 21, 2011, which plans are attached to this Agreement as **Exhibit A**, and incorporated herein by this reference. Copies of the Plans and Specifications are also on file in the office of the City Engineer.

F. An estimate of the cost of constructing the public improvements and related land development work for the Current Phase of development of the Property (the "**Current Phase Improvements**") according to the Plans and Specifications has been made by the City Engineer. A copy of such estimate is attached as **Exhibit B**, which is attached to this Agreement and incorporated herein by this reference.

G. The plans and specifications for those public improvements and related land development work for the Future Phases of development of the Property ("**Future Phase Improvements**") have not been finalized as of the date of this Agreement. However, the City has determined that this Agreement and the Final Map may be finalized and recorded in advance of final approval of the plans and specifications for the Future Phase Improvements, provided that Subdivider post bonds as security based on conceptual designs of the Future Phase Improvements. Final plans for the Future Phase Improvements shall be submitted within one (1) year from the date of recordation of this Agreement; provided that the City agrees that the Subdivider shall have the option to submit a request for an extension of said one (1) year period, and approval of such request by the City shall not be unreasonably withheld.

H. An estimate of the cost of constructing the Future Phase Improvements according to proposed plans and specifications for the Future Phase Improvements has been made by the City Engineer. A copy of such estimate is attached as **Exhibit C**, which is attached to this Agreement and incorporated herein by this reference. As of the date of this Agreement, the cost estimate for the Future Phase Improvements is not final, and is intended to serve only until final plans and specifications for the Future Phase Improvements have been approved, at which time the final cost estimate shall be prepared by the City Engineer based upon the approved plans and specifications and security may be adjusted, as set forth herein, to adequately cover the cost of said estimate.

NOW, THEREFORE, in consideration of the approval and recordation by the City of the Final Map for the Property and other valuable consideration, the Subdivider and the City agree as follows:

1. Subdivider's Obligations. Subdivider shall:

a. Furnish all necessary materials and complete at its own expense, to the satisfaction and approval of the City (i) the Current Phase Improvements in strict conformity with the Plans and Specifications, as referenced in Recital E of this Agreement, and (ii) the Future Phase Improvements in strict conformity with the plans and specifications for the Future Phase Improvements, once such plans and specifications are approved by the City, as referenced in Recital G of this Agreement. The Current Phase Improvements and the Future Phase Improvements shall be collectively referred to in this Agreement as the "**Public Improvements**," and shall be as required in the Planned Unit Development Authorization for the Property, File No. 040487, Board of Supervisors Motion No. 04-66 (May 25, 2004), and related findings, File No. 040854, Board of Supervisors Motion No. 04-69 (June 11, 2004). As of the date of this Agreement, only the Current Phase Improvements are being constructed in connection with the Current Phase of development of the Property. The Future Phase Improvements are intended to be constructed in connection with the Future Phases of the development of the Property.

b. Complete the Public Improvements prior to completion of the buildings and issuance of the Certificate of Final Completion and Occupancy, or as the Director of the City's Department of Public Works ("**Director**") in consultation with the Director of Building Inspection requires for public safety, but in no event no later than on or before the second (2nd) anniversary date of the recordation of the Final Map; provided, that the City acknowledges that the Property is intended to be developed in two or more construction phases and that there may be delays in final completion of the subdivision and related improvements due to financial constraints on the Subdivider, approval of plans and specifications by the City or force majeure events, and the Director shall not unreasonably deny such request for extension based upon such factors.

c. Install all required monuments within thirty (30) days after completion of the Public Improvements.

d. Within three (3) months after completion of the Public Improvements as certified by the City Engineer pursuant to Section 8.a., furnish to DPW and, if requested, the City Department of Building Inspection, as-built plans for such Public Improvements in both electronic (in a reasonably current version of AutoCAD) and mylar formats or other format that the City specifies and any reports required in connection with such Public Improvements by the Plans and Specifications.

2. City-Maintained Public Improvements. The Subdivider may request in writing that the City accept for maintenance any of the Public Improvements constructed in connection with the development of the Property, including, without limitation, the Current Improvements and Future Phase Improvements, so long as the requirements of Section 8.b. of this Agreement are met.

Any public improvement accepted by the City for maintenance pursuant to Section 8.b., below, shall be deemed to be a "City-Maintained Improvement" for purposes of this Agreement.

3. Security for Current Phase Improvements.

a. As a condition of approval of the Final Map and as required by the Subdivision Code, upon execution of this Agreement, Subdivider shall furnish and deliver to the City as Security all of the following:

(i) An approved performance bond in an amount that is equal to one-hundred percent (100%) of the construction cost of the Current Phase Improvements, which security shall guarantee construction of the Current Phase Improvements in accordance with this Agreement ("**Performance Bond**"); and

(ii) An approved labor-and-materials bond in an amount that is equal to fifty percent (50%) of the construction cost of the Current Phase Improvements, which security shall guarantee payment to contractors, subcontractors and vendors of materials and/or equipment for construction of the Current Phase Improvements in accordance with this Agreement ("**Labor-and-Materials Bond**").

b. The Bonds described in Section 3.a. above may be combined into a single form of Security, as approved by the Director. Upon completion of the Current Phase Improvements and issuance of the City Engineer's Notice of Completion for the Current Phase Improvements, Subdivider shall furnish and deliver to the City as Security an approved maintenance bond as set forth in Section 9.a.

c. Other Acceptable Security. In lieu of providing Bonds as the Security for the Current Phase Improvements, Subdivider may, subject to the approval of the Director, provide a deposit, letter(s) of credit or other form(s) of security as described in Section 66499 of the California Government Code (such deposit, letter(s) of credit or other security shall also be considered "Security").

d. City Engineer Estimate of Cost. The City Engineer has estimated the aforementioned costs of constructing the Public Improvements according to the Plans and Specifications. To the extent the scope of the Public Improvements are revised or otherwise modified, the City Engineer shall determine if such changes require additional Security or a reduction in Security. Based on the City Engineer's decision, the Subdivider shall adjust the Security accordingly.

4. Security for Future Phase Improvements.

a. Upon execution of this Agreement, Subdivider shall furnish and deliver to the City as Security all of the following:

(i) An approved performance bond in an amount that is equal to one-hundred percent (100%) of the construction cost of the Future Phase Improvements, which security shall guarantee construction of the Future Phase Improvements in accordance with this Agreement ("**Future Phase Improvements Performance Bond**"); and

(ii) An approved labor-and-materials bond in an amount that is equal to fifty percent (50%) of the construction cost of the Future Phase Improvements, which security shall guarantee payment to contractors, subcontractors and vendors of materials and/or equipment for construction of the Future Phase Improvements in accordance with this Agreement ("**Future Phase Improvements Labor-and-Materials Bond**").

b. The Bonds described in Section 4.a. above may be combined into a single form of Security as described herein this Agreement. Upon completion of the Future Phase Improvements and issuance of the City Engineer's Notice of Completion for the Future Phase Improvements, Subdivider shall furnish and deliver to the City as Security an approved maintenance bond as set forth in Section 9.a.

c. Other Acceptable Security. In lieu of providing Bonds as the Security for the Future Phase Improvements, Subdivider may, subject to the approval of the Director, provide a deposit, letter(s) of credit or other form(s) of security as described in Section 66499 of the California Government Code (such deposit, letter(s) of credit or other security shall also be considered "Security").

d. City Engineer Estimate of Cost. The City Engineer has estimated the aforementioned costs of constructing the Future Phase Improvements according to the Plans and Specifications. To the extent the scope of the Public Improvements are revised or otherwise modified, the City Engineer shall determine if such changes require additional Security or a reduction in Security. Based on the City Engineer's decision, the Subdivider shall adjust the Security accordingly.

e. Final plans for the Future Phase Improvements shall be submitted within one (1) year from the date of recordation of this Agreement; provided that the City agrees that the Subdivider shall have the option to submit a request for an extension of said one (1) year period, and approval of such request by the City shall not be unreasonably withheld. Upon final approval by the City of the plans and specifications for the Future Phase Improvements, the City Engineer shall prepare a final cost estimate for constructing the Future Phase Improvements based upon the approved plans and specifications. Such final cost estimate shall be compared to the interim cost estimate described in Recital H above. If the interim cost estimate described in Recital H above is different than the final cost estimate, then the amount of the Security described in this Section 4 above shall be adjusted accordingly.

5. Use of Security for the Public Improvements. If the Public Improvements are not completed within the time period specified in Section 1.b. and such period is not extended by the City as provided under this Agreement, or Subdivider has not satisfactorily corrected all deficiencies during the warranty period as set forth herein, then the Director may, in his or her discretion, rescind this Agreement in whole or in part, and may use the Security to complete the design and construction of the Public Improvements in accordance with the Plans and Specifications and/or to correct deficiencies in the Public Improvements. This Section 5 shall also apply to the Future Phase Improvements and Future Phase Improvements Performance Bond.

6. Changes in Plans and Specifications for Future Phase Improvements.

a. Requests by Subdivider for revisions, modifications or amendments to the approved Plans and Specifications (each, a "Plan Revision") shall be submitted in writing to the City Engineer (or the City Engineer's designee). The City Engineer (or the City Engineer's designee), in his or her discretion, shall approve proposed Plan Revision(s) that are substantially consistent with the Plans and Specifications and the Final Map and subject to any adjustment to Security as set forth in Section 3.c. Construction of any proposed Plan Revision shall not commence without prior approval pursuant to this Section.

b. A Plan Revision shall be accompanied by drawings and specifications and other related documents showing the proposed Plan Revision so as to adequately describe the proposed change and the cost and affect thereof.

c. In the event there are any substantial changes to the plans and specifications for the Future Phase Improvements such that the terms of this Agreement need to be revised to address such changes, then upon the consent of both the City and the Subdivider, this Agreement may be amended. The signature of both the Subdivider and the City shall be required on such amendment. The Director shall have the authority to approve such amendment for the City and impose reasonable conditions, with City Attorney approval as to form of such amendment.

7. Extension of Time; Term of Agreement.

a. Subdivider may request extensions of the time periods specified in Section 1.b. by submission of a request(s) to the Director. A request shall be in writing, state adequate evidence to justify the extension, and shall be made not less than thirty (30) days prior to expiration of this Agreement. The Director shall in good faith attempt to determine within such time whether an extension of time shall be granted. The Director's failure to respond within the time specified, however, shall not constitute either a grant or denial of the requested extension. The periods of time for performance under this Agreement shall be automatically extended for the period during which a request for an extension is pending a determination by the Director. The Director may reasonably condition an extension subject to the terms of this Agreement, the conditions provided in the Subdivision Code, and other requirements necessitated by the extension, including, but not limited to, adjusting Security pursuant to Section 3.c. The Director and Subdivider shall enter into an amended Agreement in accordance with the applicable requirements of Section 6. Notwithstanding the above, the City acknowledges that the Property is intended to be developed in two or more construction phases and that there may be delays in final completion of the subdivision and related improvements due to financial constraints on the Subdivider, approval of plans and specifications by the City or force majeure events, and the Director shall not unreasonably deny such request for extension based upon such factors.

b. The provisions in this Section 7 are in addition to and not a limitation of any other provision for extensions in this Agreement or in the Plans and Specifications. No extension approved hereunder shall relieve the surety's liability under the Security.

c. Unless otherwise extended in writing by the City and Subdivider, this Agreement shall expire on the date that is two (2) years from the date of issuance of the street improvement permit for the Future Phase Improvements by the Department of Public Works.

8. Completion and Acceptance of the Public Improvements.

a. City Engineer's Inspection and Notice of Completion. Upon written request from the Subdivider for a completeness determination, the City Engineer shall determine whether the Public Improvements are ready for their intended use and are completed in strict conformity with the Plans and Specifications and applicable City regulations. The City Engineer shall provide written notice to the Subdivider as soon as reasonably practicable of the determination. If the determination is that such Public Improvements do not satisfy such requirements, then the City Engineer shall identify with particularity the reasons for this determination. If the City Engineer finds the Public Improvements satisfy the requirements specified above, he or she shall issue a Notice of Completion to the Subdivider ("**Notice of Completion**"). The Subdivider also may request that a completeness determination be issued for a component of the required Public Improvements. The City Engineer may determine, in his or her discretion, that the component of the Public Improvement(s) can be deemed complete because its use and function is independent of any other required Public Improvements and meets the requirements specified above.

b. Acceptance. The City's acceptance of the Public Improvements for public use and/or maintenance ("Accept" or "Acceptance") shall be deemed to have occurred when:

(i) The Public Improvements which the Subdivider requests for Acceptance have been completed, the City Engineer has issued the Notice of Completion, and the Clerk certifies all payments have been made in accordance with Section 8;

(ii) The City Engineer has certified to the Board of Supervisors that the Public Improvements have been deemed complete and are ready for their intended use; and

(iii) The Board of Supervisors, by ordinance, Accepts the Public Improvements, or portion thereof, for public use, maintenance, and liability purposes in accordance with the provisions of San Francisco Administrative Code Sections 1.51 et seq. and Subdivider's maintenance and warranty obligations under Sections 9, 10 and 12, respectively hereof.

c. Acceptance and Dedications. The Final Map includes certain offers of dedication as more particularly set forth therein. The Board of Supervisors shall accept, conditionally accept or reject such offers of dedication, and shall also accept, conditionally accept or reject for public right of way and utility purposes the lots designated for public streets or public right-of-way and the Public Improvements that are not included in such previous offers of dedication, by ordinance or other appropriate action upon the City Engineer's issuance of the Notice of Completion and other acts in accordance with this Section. Subdivider will coordinate with the City and assist in the City's process for dedication and Acceptance of Public Improvements by (i) providing necessary maps, surveys, drawings, legal descriptions and plats for street openings, easements and/or dedications for right of way or utility purposes and for relinquishment of existing rights of access and utilities associated with on-site and off-site development, and any

other documentation necessary for Board of Supervisors legislation; (ii) preparing and executing offers of dedication, temporary or permanent easement agreements, and/or grant deeds and any subsequent amendments to these documents necessary to be consistent with the Conditions of Approval for the Tentative Map and the completion and Acceptance of the Public Improvements, which may include, but are not limited to, the following: easements for emergency vehicle access and emergency exiting, public service easements for access by the City and public utilities; grant deeds for areas to be dedicated public right-of-way.

9. Release of Security for the Public Improvements. The Security, or any portion thereof, not required to secure completion of Subdivider's obligation for construction or installing the Public Improvements, or not required to satisfy claims by contractors, subcontractors, and/or persons furnishing materials or equipment, shall be released to Subdivider, or its successors in interest, or reduced, as follows:

a. One Year Maintenance Bond. Upon the City Engineer's issuance of the Notice of Completion of the Public Improvements in accordance with Section 8, the Security for Performance and Security for Labor and Materials may be reduced to one hundred percent (100%) of the original amount for the purpose of warranting repair of any defect of the Public Improvements that occurs within one year of when the Clerk of the Board of Supervisors (or the Clerk's designee) certifies that no claims by any contractor, subcontractor or person furnishing labor, materials or equipment for the Public Improvements have been filed against the City. The Clerk's certification shall occur no later than one hundred (100) day period following the City Engineer's issuance of the Notice of Completion in accordance with Section 8. If any claims by any contractor, subcontractor or person furnishing labor, materials or equipment to the Subdivider have been filed against the City, then the Security applicable to such Public Improvements shall be reduced to an amount equal to the greater of (i) the amount of all such claims filed or (ii) one hundred (100%) of the original amount.

b. Release of Remaining Security. The remaining Security shall be released when all of the following have occurred:

(i) One (1) year following the date of the City Engineer's issuance of the Notice of Completion in accordance with Section 8 or, with respect to any specific claim of defects or deficiency in the Public Improvements, one (1) year following the date that any such deficiency which the City Engineer identified in the Public Improvements in accordance with Section 8 has been corrected or waived in writing; and

(ii) The Clerk of the Board of Supervisors (or the Clerk's designee) certifies that no claims by any contractor, subcontractor or person furnishing labor, materials or equipment for the Public Improvements have been filed against the City, or all such claims have been satisfied, withdrawn, or otherwise secured by bond or other security approved by the City Engineer (or the City Engineer's designee).

c. This Section 9 shall apply to the release of Security for the Current Phase Improvements, and shall apply to the release of Security for the Future Phase Improvements. The release of Security for the Current Phase Improvements and the release of Security for the

Future Phase Improvements Phase Improvements may occur separately and at different times, depending on the date of issuance of the Notice of Completion for the Security Current Phase Improvements and the date of issuance of the Notice of Completion for the Future Phase Improvements, which may occur at different times.

10. Subdivider and City's Responsibilities to Maintain the Public Improvements.

a. Unless and until the Public Improvements are Accepted for maintenance by the City pursuant to Section 8, Subdivider shall be responsible for the care, sweeping, maintenance, and repair of the Public Improvements. Except as otherwise provided in the San Francisco Public Works Code, the Subdivider's maintenance responsibility for the Public Improvements shall be solely that of the Subdivider, its successors, assigns, lessees, or agents and shall not be binding on individual purchasers of improved or unimproved lots within the Subdivision until such time that the City Accepts the Public Improvements for maintenance purposes. After the Public Improvements are Accepted for maintenance by the City, the City shall assume the responsibility of maintaining the Public Improvements, subject to any specified conditions or exceptions. Subdivider also shall continue to be responsible for any damage to accepted Public Improvements caused by its construction activities as provided in this Agreement and pursuant to the provisions of the San Francisco Public Works Code.

b. In order to protect the Public Improvements from damage until such time as the City Accepts such Improvements, Subdivider may erect a construction fence around areas under construction or to be constructed in the future, provided that Subdivider has procured all necessary permits and complied with all applicable laws; however, no construction fence may be constructed or maintained that the Director determines which may adversely affect public health or safety, or the ingress and egress of emergency vehicles.

c. After the City has Accepted the Public Improvements, Subdivider and its contractors shall not use the Accepted Public Improvements in the conduct of construction activities in other areas of the subdivision, except as authorized by City. Subdivider shall continue to be responsible for any damage to the Accepted Public Improvements caused by its construction activities, as provided in this Agreement and pursuant to the provisions of the San Francisco Public Works Code.

11. Permits and Fees.

a. Subdivider shall not perform any work subject to this Agreement until all required permits have been obtained for the portion of work involved, and all applicable fees, including inspection and testing fees, have been paid.

b. Prior to the issuance of any improvement permit, Subdivider shall arrange for easements to be granted to the City to allow for construction of the required Public Improvements on the Property or on off-site property under the control of a 3rd party, if Subdivider has not already provided such easements.

12. City Does Not Waive Defects. City's Acceptance of the Public Improvements shall not constitute a waiver of defects by the City. Notwithstanding the 1-year maintenance bond obligation described in Section 9.a., Subdivider covenants that all Public Improvements

constructed or installed by Subdivider shall be free from defects in material or workmanship and shall perform satisfactorily for a period of two (2) years following the City Engineer's Notice of Completion. The warranty period for plant materials and street trees shall be three (3) years. If the City Engineer, in accordance with Section 8, has identified any deficiencies in the Public Improvements, the applicable warranty period shall commence when the City Engineer determines that such deficiencies have been corrected or provides a written waiver of such deficiencies. Subdivider's liability shall cover latent defects and defective material or workmanship, and shall not extend to ordinary wear and tear or harm or damage from improper maintenance or operation of the Public Improvements by a City department. During the warranty period, Subdivider shall, as necessary, and upon receipt of a request in writing from the City Engineer that the work be done, correct, repair or replace any defects in the Public Improvement at its own expense. During the warranty period, should Subdivider fail to act with reasonable promptness to make such correction, repair or replacement of the Public Improvements, or should an emergency require that correction, repair or replacement of the Public Improvements be made before Subdivider can be notified (or prior to Subdivider's ability to respond after notice), the City, at its option and provided that notice thereof is provided to Subdivider, may make the necessary correction, repair, or replacement or otherwise perform the necessary work to the Public Improvements, and Subdivider shall reimburse the City for the actual cost thereof. During the first year of the warranty period, the City shall hold Subdivider's performance bond (or separate maintenance bond in the same amount) as described in this Agreement, to secure performance of Subdivider's foregoing warranty obligations. After the first year of the warranty period, the provisions of Section 9 shall apply to the release of such performance or maintenance bond.

13. Indemnity. Subdivider, its successors, and assigns shall indemnify, defend, and hold the City and each of the City's Agencies harmless for, from and against any and all losses arising out of the breach of this Agreement by the Subdivider, the Subdivider's or any of its contractors', agents', consultants' or representatives' negligent or defective construction of the Public Improvements, constructed or installed by the Subdivider under this Agreement, the Subdivider's nonpayment under contracts between the Subdivider and its consultants, engineers, advisors, contractors, subcontractors, or suppliers in the provision of such Public Improvements, or any claims of persons employed by the Subdivider or its contractors, agents, consultants, or representatives to construct such Public Improvements, provided, however, that Subdivider's obligations to indemnify, defend, and hold the City harmless shall not extend to any claims to the extent arising out of or relating to the gross negligence or willful misconduct of the City or its agents, and further provided that any demand for indemnification hereunder with respect to negligent or defective construction must be brought, if at all, no later than the one (1) year after expiration of the warranty period specified in Section 12 of this Agreement. The City shall not be an insurer or surety for the design or construction of the Public Improvements pursuant to the Plans and Specifications, nor shall any officer or employee thereof be liable or responsible for any accident, loss, or damage happening or occurring during the construction of the Public Improvements as specified in this Agreement, except as may arise due to the gross negligence or willful misconduct of the City.

14. Attorneys' Fees. Should either party to this Agreement be required to institute legal action to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable

attorneys' fees, administrative costs, costs of suit, and all other expenses of litigation incurred in connection with such legal action. For purposes of this Agreement, reasonable attorneys' fees for the City Attorney's Office shall be based on the fees regularly charged by private attorneys with an equivalent number of hours of professional experience in the subject matter area of the law for which the City's services were rendered who practice in the City and County of San Francisco, State of California, in law firms with approximately the same number of attorneys as employed by the Office of City Attorney.

15. Binding Agreement. Except as provided herein, said Agreement shall be binding on the Subdivider, its successors, assigns, lessees, or agents, and the benefits and the burdens thereof shall run with the land.

16. Map Recordation. The City, in accordance with the Subdivision Code and the Act, shall record the Final Map and this Agreement with the County Clerk in the Official Records of the City and County of San Francisco. The City shall notify Subdivider of the time of recordation. In the event the map is not recorded, this Agreement shall be null and void.

17. Notices. A notice or communication under this Agreement by any party to the other (or by or to the Director) shall be sufficiently given or delivered if dispatched by hand or by registered or certified mail, postage prepaid, addressed as follows:

In the case of a notice or communication to the City or the Director:

Director of Public Works
City and County of San Francisco
City Hall, Room 348
1 Carlton B. Goodlett Place
San Francisco, CA 94102
Attn: Director
Telefacsimile: (415) _____

With copies to:

Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Attn: Land Use Division
Telefacsimile: (415) 554-4757

And in the case of a notice or communication to Subdivider at:

Jamestown Equity Partners, LLC,
c/o Reuben and Junius, LLP
One Bush Street, Suite 600
San Francisco, CA 94104
Telefacsimile: (415) 399-9480

With copies to:

Jamestown Equity Partners, LLC
1201 Pine Street, Suite 151
Oakland, CA 94607
Telefacsimile: (510) 547-2125

a. For the convenience of the parties, copies of notice may also be given by telefacsimile.

b. Every notice given to a party hereto, pursuant to the terms of this Agreement, must state (or must be accompanied by a cover letter that states) substantially the following:

(i) The section of this Agreement pursuant to which the notice is given and the action or response required, if any;

(ii) If applicable, the period of time within which the recipient of the notice must respond thereto;

c. Any mailing address or telefacsimile number may be changed at any time by giving written notice of such change in the manner provided above at least ten (10) days prior to the effective date of the change. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal receipt actually occurs or, if mailed, on the delivery date or attempted delivery date shown on the return receipt. A party may not give official or binding notice by telefacsimile.

18. Miscellaneous.

a. Independent Contractor. In performing its obligations under this Agreement, Subdivider is not an agent or employee of the City.

b. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, and upon such transfer, Subdivider shall be released from its obligations hereunder upon providing written evidence of a proper Assignment and Assumption Agreement. Any such assignment shall be in writing, shall clearly identify the scope of the rights and/or obligations assigned and shall be subject to the written approval of the Director.

c. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist upon and demand strict compliance by the other party with the terms of this Agreement thereafter.

d. Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the parties hereto any rights, remedies or claims under or by reason of this Agreement or any covenants, conditions or stipulations hereof; and all covenants, conditions, promises, and agreements in this Agreement contained by or on behalf of the City or Subdivider shall be for the sole and exclusive benefit of such parties.

e. Amendment. This Agreement may be amended, from time to time, by written supplement or amendment hereto and executed by the City and Subdivider. The Director is authorized to approve and execute on behalf of the City any amendment that the Director determines is in the City's best interests and does not materially increase the City's obligations or materially diminish the City's rights under this Agreement.

f. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

g. Interpretation of Agreement. Unless otherwise provided in this Agreement, whenever approval, consent, or satisfaction is required of Subdivider or the City pursuant to this Agreement, it shall not be unreasonably withheld or delayed. Captions used in this Agreement are for convenience or reference only and shall not affect the interpretation or meaning of this Agreement. This Agreement shall in no way be construed to limit or replace any other obligations or liabilities that the parties may have under the Plans and Specifications, any permit to enter, Street Improvement Permit or any other agreement with the City entered into in accordance therewith.

h. Insurance. At all times prior to Acceptance of the Public Improvements, Subdivider shall comply with the insurance requirements as required by applicable City regulations. Subdivider shall furnish to the City, from time to time upon request by the City's Risk Manager, a certificate of insurance (and/or, upon request by the City's Risk Manager, a complete copy of any policy) regarding each insurance policy that the City requires the Subdivider to maintain.

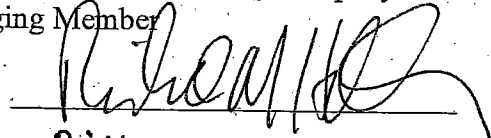
[Signatures on the next page]

IN WITNESS WHEREOF, City and Subdivider have executed this Agreement in one or more copies as of the day and year first above written.

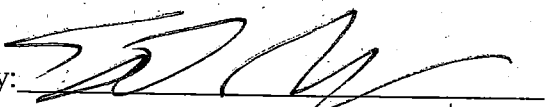
"SUBDIVIDER:"

**Jamestown Equity Partners, LLC,
a Delaware limited liability company**

By: JTMM, LLC,
a California limited liability company
Its: Managing Member

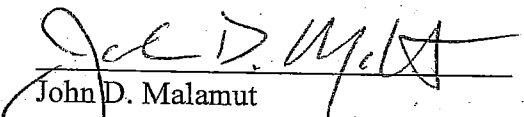
By: 
Name: Richard M. Holliday
Its: Manager

CITY AND COUNTY OF SAN FRANCISCO:

By: 
Its: DIRECTOR OF PUBLIC WORKS

APPROVED AS TO FORM:

DENNIS J. HERRERA
CITY ATTORNEY


John D. Malamut
Deputy City Attorney

NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA
COUNTY OF Alameda

On July 11, 2011 before me, Cleyna Ormiston, a

Notary Public, personally appeared

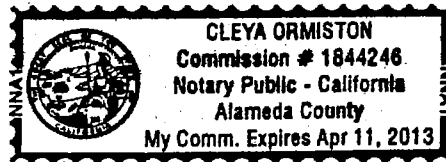
Richard M. Holliday

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 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.

[Handwritten Signature]
Signature of Notary Public



(Notary Seal)

Exhibit A

[Attach Plans and Specifications for Current Phase Improvements]

Exhibit A (1 of 10)

CONSTRUCTION NOTES:

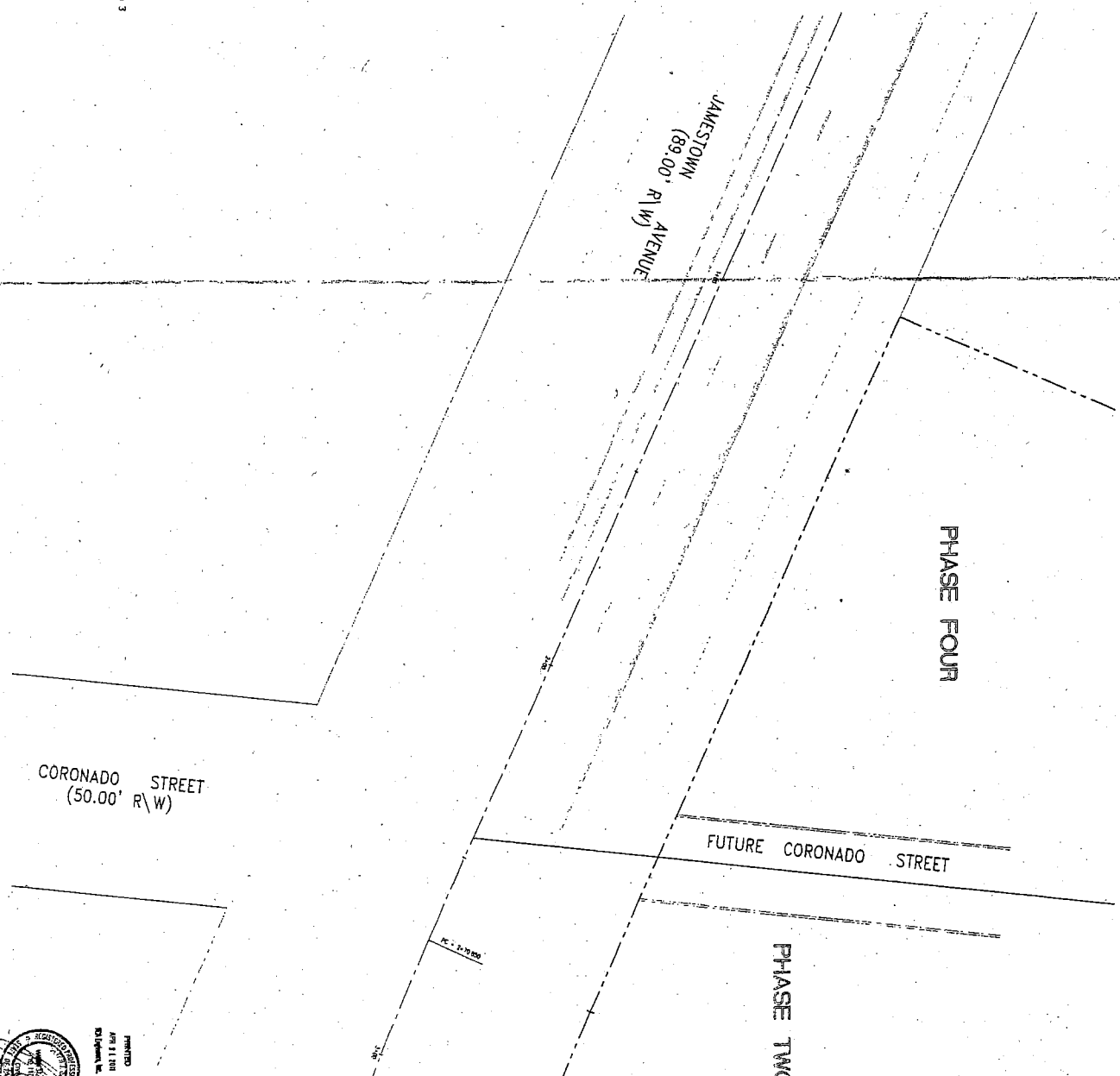
1. 1" = 10' SCALE
2. 1" = 10' SCALE
3. 1" = 10' SCALE
4. 1" = 10' SCALE
5. 1" = 10' SCALE
6. 1" = 10' SCALE
7. 1" = 10' SCALE
8. 1" = 10' SCALE
9. 1" = 10' SCALE
10. 1" = 10' SCALE
11. 1" = 10' SCALE
12. 1" = 10' SCALE
13. 1" = 10' SCALE
14. 1" = 10' SCALE
15. 1" = 10' SCALE
16. 1" = 10' SCALE
17. 1" = 10' SCALE
18. 1" = 10' SCALE
19. 1" = 10' SCALE
20. 1" = 10' SCALE
21. 1" = 10' SCALE
22. 1" = 10' SCALE
23. 1" = 10' SCALE
24. 1" = 10' SCALE
25. 1" = 10' SCALE
26. 1" = 10' SCALE
27. 1" = 10' SCALE
28. 1" = 10' SCALE
29. 1" = 10' SCALE
30. 1" = 10' SCALE
31. 1" = 10' SCALE
32. 1" = 10' SCALE
33. 1" = 10' SCALE
34. 1" = 10' SCALE
35. 1" = 10' SCALE
36. 1" = 10' SCALE
37. 1" = 10' SCALE
38. 1" = 10' SCALE
39. 1" = 10' SCALE
40. 1" = 10' SCALE
41. 1" = 10' SCALE
42. 1" = 10' SCALE
43. 1" = 10' SCALE
44. 1" = 10' SCALE
45. 1" = 10' SCALE
46. 1" = 10' SCALE
47. 1" = 10' SCALE
48. 1" = 10' SCALE
49. 1" = 10' SCALE
50. 1" = 10' SCALE
51. 1" = 10' SCALE
52. 1" = 10' SCALE
53. 1" = 10' SCALE
54. 1" = 10' SCALE
55. 1" = 10' SCALE
56. 1" = 10' SCALE
57. 1" = 10' SCALE
58. 1" = 10' SCALE
59. 1" = 10' SCALE
60. 1" = 10' SCALE
61. 1" = 10' SCALE
62. 1" = 10' SCALE
63. 1" = 10' SCALE
64. 1" = 10' SCALE
65. 1" = 10' SCALE
66. 1" = 10' SCALE
67. 1" = 10' SCALE
68. 1" = 10' SCALE
69. 1" = 10' SCALE
70. 1" = 10' SCALE
71. 1" = 10' SCALE
72. 1" = 10' SCALE
73. 1" = 10' SCALE
74. 1" = 10' SCALE
75. 1" = 10' SCALE
76. 1" = 10' SCALE
77. 1" = 10' SCALE
78. 1" = 10' SCALE
79. 1" = 10' SCALE
80. 1" = 10' SCALE
81. 1" = 10' SCALE
82. 1" = 10' SCALE
83. 1" = 10' SCALE
84. 1" = 10' SCALE
85. 1" = 10' SCALE
86. 1" = 10' SCALE
87. 1" = 10' SCALE
88. 1" = 10' SCALE
89. 1" = 10' SCALE
90. 1" = 10' SCALE
91. 1" = 10' SCALE
92. 1" = 10' SCALE
93. 1" = 10' SCALE
94. 1" = 10' SCALE
95. 1" = 10' SCALE
96. 1" = 10' SCALE
97. 1" = 10' SCALE
98. 1" = 10' SCALE
99. 1" = 10' SCALE
100. 1" = 10' SCALE

GENERAL NOTES:

1. ALL WORK TO BE IN ACCORDANCE WITH THE CITY OF SAN FRANCISCO STANDARD SPECIFICATIONS AND PRESCRIPTIONS. THESE ARE AVAILABLE AT 835 STOCKTON STREET, SAN FRANCISCO, CA, 94108-4100.
2. ELEVATIONS ARE BASED ON CITY OF SAN FRANCISCO BENCH MARK.
3. TEMPORARY ASPHALT CURBS AND THE PAVING OF JAMESTOWN AT THE INTERSECTIONS WITH THE FRONT STREETS WILL BE RECONSTRUCTED DURING PHASES OF THE CONSTRUCTION OF THIS PROJECT.
4. SEE SHEET NO. 4 FOR PLAN OF CURB OVERLAYS.



APPROVED
 PROJECT: San Francisco
 DRAWING NO: 1111-10-000-1111-10-000-1111
 DATE: 11/11/11
 SHEET NO: 5698



984

KCA ENGINEERS, INC.
 CONSULTING ENGINEERS - ARCHITECTS - LANDSCAPE ARCHITECTS
 1400 MARKET STREET, SUITE 1000, SAN FRANCISCO, CA 94102-4500
 TEL: 415.774.2200 FAX: 415.774.2201 WWW.KCAENGINEERS.COM

PROJECT NO.	DATE	SCALE
1111-10-000-1111-10-000-1111	11/11/11	1" = 10'

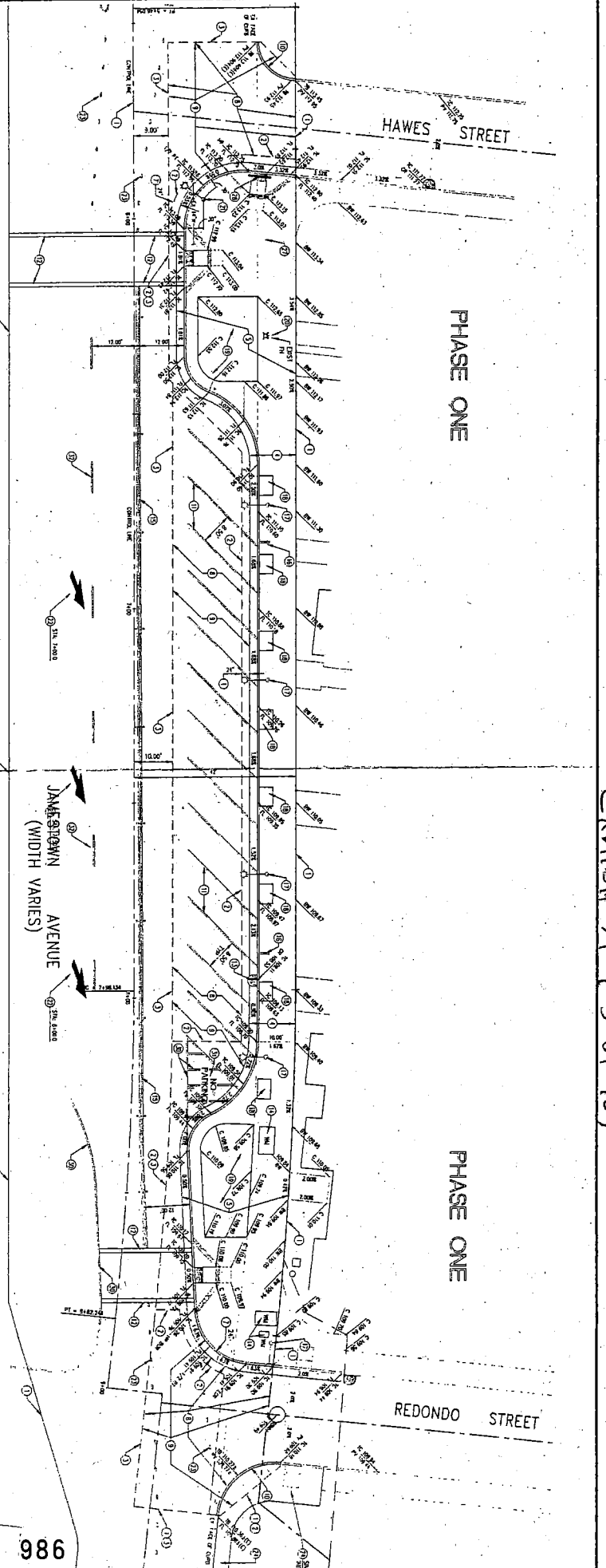
SAN FRANCISCO

SIDEWALK IMPROVEMENT PLAN
 SOUTHERLY SIDE OF JAMESTOWN AVENUE
 BETWEEN HAWES STREET AND REDONDO STREET

CALIFORNIA

1 of 6

Exhibit A (3 of 10)



PHASE ONE

PHASE ONE

HAWES STREET
(64.00' R/W)

HAWES STREET

REDONDO STREET

REDONDO STREET
(50.00' R/W)

JAMESTOWN AVENUE
(WIDTH VARIES)

986

CONSTRUCTION NOTES

- 1) Laid off work
- 2) Sawcut curb
- 3) Match existing
- 4) Remove existing sidewalk, curb and gutter, and construct concrete curb and gutter with 4" AC concrete sidewalk.
- 5) Form concrete gutter with 4" wheel curb and 2" concrete gutter with 4" wheel curb and 2" concrete gutter.
- 6) Construct concrete curb and gutter with 4" wheel curb and 2" concrete gutter.
- 7) Remove paving and back necessary to accommodate 7" AC paving over 8" concrete base and reconstruct 8" concrete base.
- 8) Place 7" AC paving to a depth sufficient to allow for the placement of 8" concrete base.
- 9) Detail 4" and 2" AC paving to a depth sufficient to allow for the placement of 8" concrete base.
- 10) Place 7" AC paving to a depth sufficient to allow for the placement of 8" concrete base.
- 11) Detail 4" and 2" AC paving to a depth sufficient to allow for the placement of 8" concrete base.
- 12) Place 7" AC paving to a depth sufficient to allow for the placement of 8" concrete base.
- 13) Detail 4" and 2" AC paving to a depth sufficient to allow for the placement of 8" concrete base.
- 14) Place 7" AC paving to a depth sufficient to allow for the placement of 8" concrete base.
- 15) Detail 4" and 2" AC paving to a depth sufficient to allow for the placement of 8" concrete base.
- 16) Place 7" AC paving to a depth sufficient to allow for the placement of 8" concrete base.
- 17) Detail 4" and 2" AC paving to a depth sufficient to allow for the placement of 8" concrete base.
- 18) Place 7" AC paving to a depth sufficient to allow for the placement of 8" concrete base.
- 19) Detail 4" and 2" AC paving to a depth sufficient to allow for the placement of 8" concrete base.
- 20) Place 7" AC paving to a depth sufficient to allow for the placement of 8" concrete base.
- 21) Detail 4" and 2" AC paving to a depth sufficient to allow for the placement of 8" concrete base.
- 22) Place 7" AC paving to a depth sufficient to allow for the placement of 8" concrete base.
- 23) Detail 4" and 2" AC paving to a depth sufficient to allow for the placement of 8" concrete base.
- 24) Place 7" AC paving to a depth sufficient to allow for the placement of 8" concrete base.
- 25) Detail 4" and 2" AC paving to a depth sufficient to allow for the placement of 8" concrete base.
- 26) Place 7" AC paving to a depth sufficient to allow for the placement of 8" concrete base.
- 27) Detail 4" and 2" AC paving to a depth sufficient to allow for the placement of 8" concrete base.
- 28) Place 7" AC paving to a depth sufficient to allow for the placement of 8" concrete base.
- 29) Detail 4" and 2" AC paving to a depth sufficient to allow for the placement of 8" concrete base.
- 30) Place 7" AC paving to a depth sufficient to allow for the placement of 8" concrete base.
- 31) Detail 4" and 2" AC paving to a depth sufficient to allow for the placement of 8" concrete base.

GENERAL NOTES

1. ALL WORK TO BE UNDERMINED IN ACCORDANCE WITH THE CITY OF SAN FRANCISCO STANDARD DETAILS AND SPECIFICATIONS. THESE ARE AVAILABLE AT 835 STEVENSON STREET, SAN FRANCISCO, CA 94102.
2. CLOSURES ARE BASED ON CITY OF SAN FRANCISCO STANDARDS.
3. TRAFFIC SIGNALS AND SIGNAGE AT THE INTERSECTIONS AS SHOWN ARE TO REMAIN UNLESS OTHERWISE INDICATED BY THE CITY OF SAN FRANCISCO.
4. SET SHEET NO. 5 FOR LAYOUT OF OTHER PARCELS.

APPROVED
 PROJECT: JAMES TOWN AVENUE
 DRAWN: J. J. JAMES
 DATE: 5/6/71

KCA ENGINEERS, INC.
 CONSULTING ENGINEERS - ARCHITECTS - PLANNERS
 211 MARKET STREET, SAN FRANCISCO, CALIFORNIA 94102



DATE	BY	DESCRIPTION
5/6/71	J. J. JAMES	ISSUED FOR PERMIT

SAN FRANCISCO

SIDEWALK IMPROVEMENT PLAN
 SOUTHERLY SIDE OF JAMESTOWN AVENUE
 BETWEEN HAWES STREET AND REDONDO STREET

CALIFORNIA



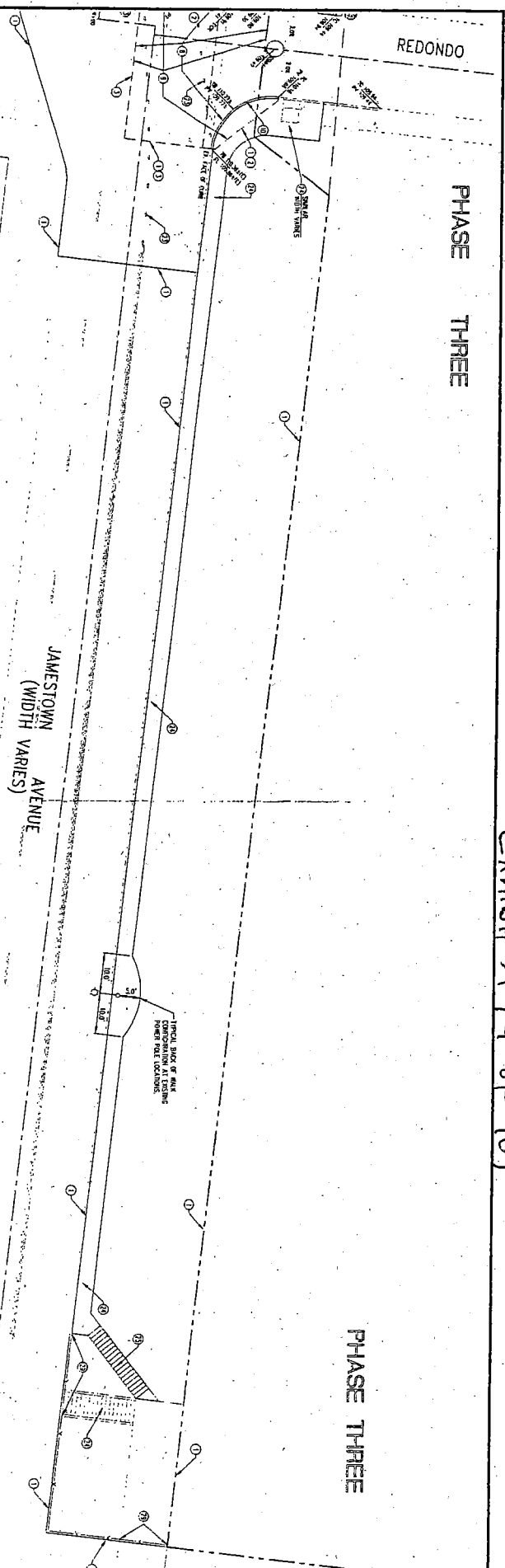
PRINTED
 AT 31 318
 5/6/71



Exhibit A (4 of 10)

PHASE THREE

PHASE THREE

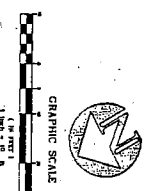
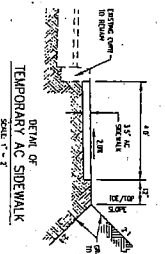


CONSTRUCTION NOTES

1. PAINT CURBS WITH WHITE THERMATIC PAINT
2. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
3. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
4. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
5. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
6. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
7. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
8. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
9. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
10. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
11. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
12. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
13. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
14. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
15. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
16. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
17. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
18. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
19. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
20. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
21. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
22. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
23. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
24. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
25. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
26. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
27. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
28. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
29. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
30. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
31. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
32. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
33. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
34. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
35. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
36. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
37. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
38. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
39. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
40. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
41. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
42. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
43. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
44. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
45. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
46. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
47. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
48. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
49. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
50. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
51. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
52. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
53. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
54. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
55. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
56. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
57. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
58. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
59. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
60. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
61. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
62. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
63. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
64. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
65. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
66. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
67. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
68. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
69. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
70. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
71. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
72. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
73. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
74. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
75. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
76. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
77. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
78. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
79. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
80. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
81. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
82. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
83. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
84. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
85. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
86. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
87. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
88. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
89. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
90. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
91. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
92. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
93. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
94. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
95. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
96. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
97. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
98. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
99. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT
100. PAINT 1" WIDE STRIP WITH WHITE THERMATIC PAINT

GENERAL NOTES

1. ALL WORK TO BE UNDERWRITTEN IN ACCORDANCE WITH THE CITY OF SAN FRANCISCO SIDEWALK DETAILS AND SPECIFICATIONS, THESE ARE AVAILABLE AT 875 STOCKTON STREET, SAN FRANCISCO, CA 94109.
2. DIMENSIONS ARE BASED ON CITY OF SAN FRANCISCO DATUM.
3. REFER TO SHEETS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.
4. SEE SHEET NO. 5 FOR FACE OF CURB DIMENSIONS.



PREPARED
 JUNE 11, 2011
 K&S ENGINEERS, INC.

SCALE
 1" = 10'
 4 OF 5

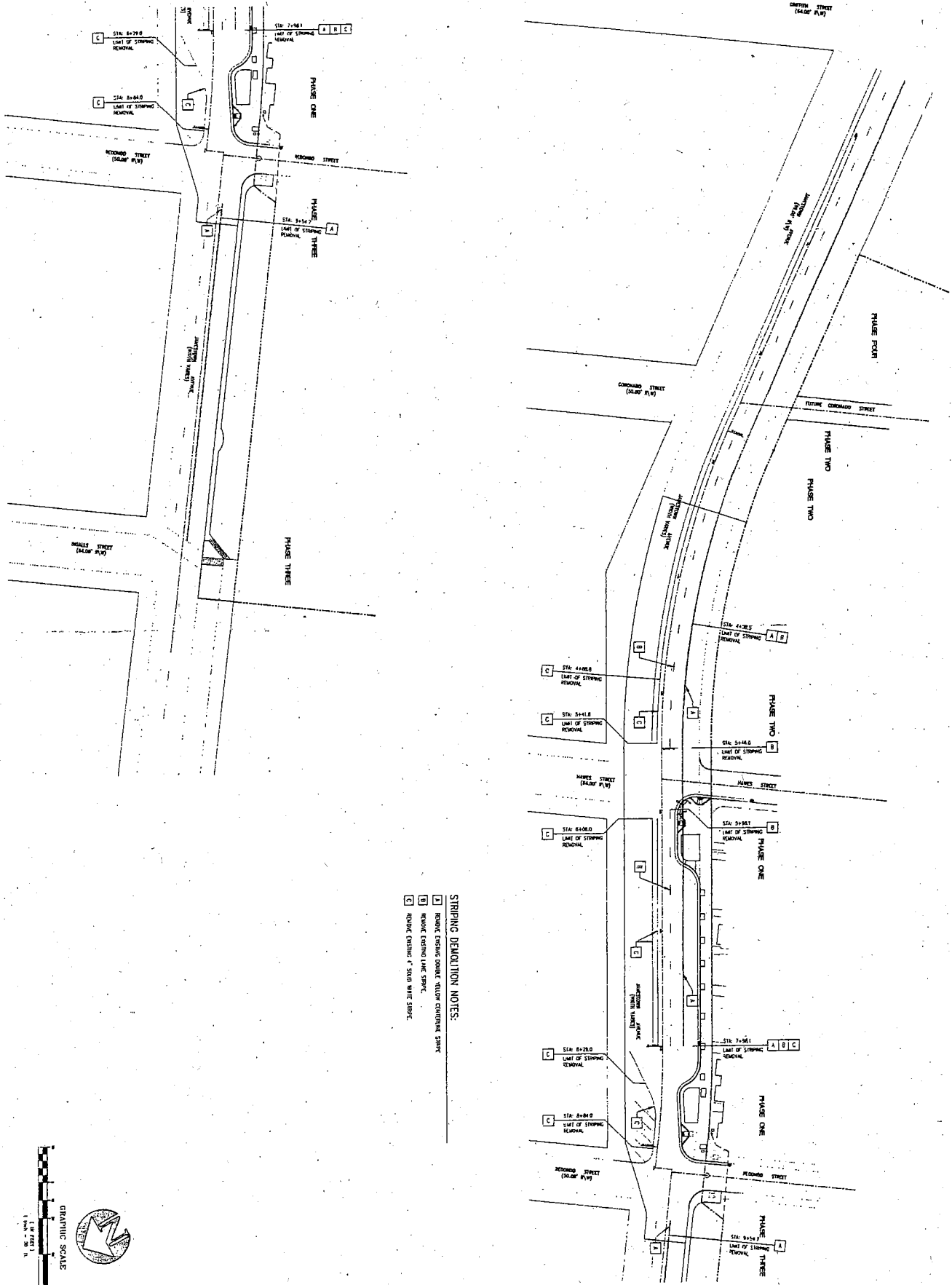
KCA ENGINEERS, INC.
 CONSULTING ENGINEERS • ARCHITECTS • PLANNERS
 1800 Market Street, Suite 200, San Francisco, CA 94102
 TEL: 415.774.1111 FAX: 415.774.1112 WWW.KCAENGINEERS.COM

K&S ENGINEERS, INC.
 1800 Market Street, Suite 200, San Francisco, CA 94102
 TEL: 415.774.1111 FAX: 415.774.1112 WWW.K&SENG.COM

PROJECT NO. 5698
 SHEET NO. 4 OF 5

SAN FRANCISCO
 SIDEWALK IMPROVEMENT PLAN
 SOUTHERLY SIDE OF JAMESTOWN AVENUE
 BETWEEN HAWES STREET AND REDONDO STREET
 CALIFORNIA

Exhibit A (5 of 10)



STRIPING DEMOLITION NOTES:
 A ROUND EXISTING DOUBLE YELLOW CENTERLINE STRIPING
 B ROUND EXISTING LANE STRIPING
 C ROUND EXISTING 4' SOLID WHITE STRIPING

KCA ENGINEERS, INC.
 CONSULTING ENGINEERS • SURVEYING • PLANNING

PROJECT: STRIPING DEMOLITION PLAN
 LOCATION: JAMESSTOWN AVENUE BETWEEN HAWES STREET AND REDONDO STREET
 CITY: SAN FRANCISCO, CALIFORNIA

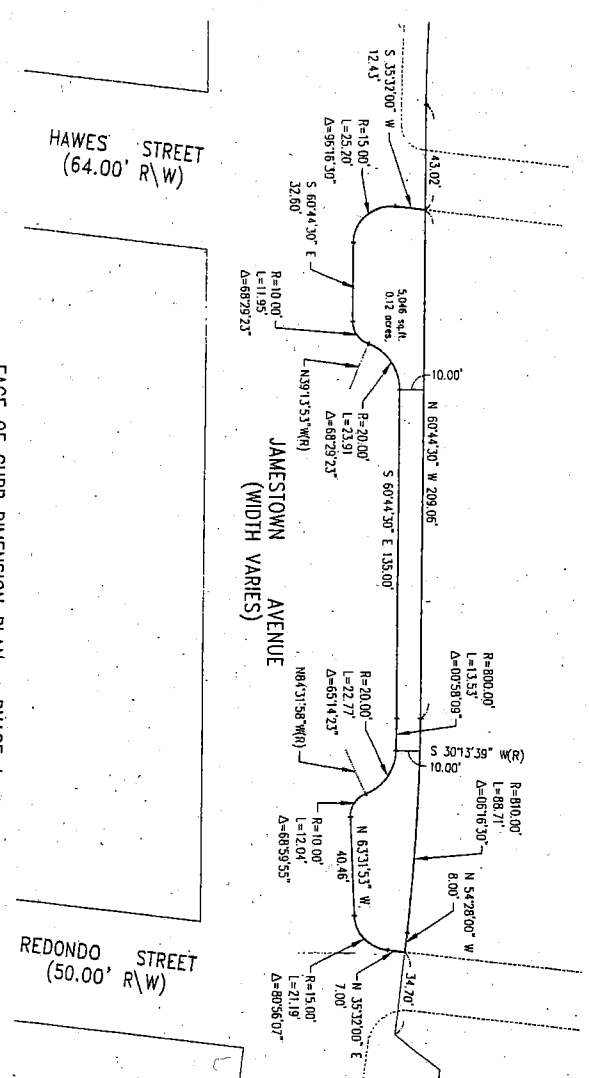
DATE: 1/11/11
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 SCALE: AS SHOWN

GRAPHIC SCALE: 1" = 100' 0"

PRINTED: JAN 11 2011
 KCA ENGINEERS, INC.

5 of 6

Exhibit A (6 of 10)



FACE OF CURB DIMENSION PLAN ~ PHASE 1
SCALE: 1" = 20'

KCA ENGINEERS, INC.
CONSULTING ENGINEERS • ARCHITECTS • PLANNERS
1140 Market Street, Suite 400, San Francisco, CA 94102
Tel: (415) 774-1100 Fax: (415) 774-1101
www.kca-engineers.com

PROJECT NO.	DATE	BY	CHK
5598	11/11/11

SAN FRANCISCO

SIDEWALK IMPROVEMENT PLAN
SOUTHERLY SIDE OF JAMESTOWN AVENUE
BETWEEN HAWES STREET AND REDONDO STREET
CALIFORNIA

PRINTED
APR 11 2011
BY: [Signature]



(415) 554-5810
FAX (415) 554-6161
<http://www.sfdpw.org>

Department of Public Works
Bureau of Street-Use and Mapping
875 Stevenson Street, Room 460
San Francisco, CA 94103-0942

111E-0161

Street Improvement Permit

Address : 861 - 865 JAMESTOWN
AVE

Cost: \$1,727.09

Block:4991 Lot: 277 Zip: 94124

Pursuant to article 2.4 of the Public Works Code in conjunction to DPW Order 178,940, permission, revocable at the will of the Director of Public Works, to contract improvements within the public right-of-way is granted to Permittee.

Permittee

Name: Bruce D. Baumann & Associates
Address: 414 Mason Street #503 San Francisco, CA 94102
Contact: Bruce Baumann **Phone:** (415) 397-7416

Property Owner (if applicable)

Property Owner: JAMESTOWN EQUITY PTNRS LLC
Mail Address: 1201 Pine Street Suite 151
Oakland CA 94607

EXHIBIT A (7 of 10)

Conditions	Bond: The contractor shall have bond as required for all curb and/or street excavation work associated with this permit.
NTR	0
Curb Cut Sq Footage	0
Completion	This permit is valid until work is completed/signed-off by inspector
Remove, replace or reconstruct:	BLDG 5: Reconstruct new curb and sidewalk (including curb ramps) & bulb-outs per approved plan to City Standards. Provide two feet conformity area for the adjacent properties, if necessary. Saw-cut two feet of AC gutter and replace with two-inch ACWS on eight-inch concrete base. Additional scope: Add two additional ramps at the North & South West Corner of Redondo Street.
Expiration Date	10/1/2011
Bond Amount:	
Linear Footage	300
Bond Holder:	
Contact247	Ken Herrguth 415-760-6127
Inspection	This permit is invalid until the permittee contacts DPW at 554-7149 to activate the permit and schedule an inspection at least 72 hours prior to work. Failure to comply with the stated conditions will render this permit null and void.

The undersigned Permittee hereby agrees to comply with all requirements and conditions noted on this permit

Approved Date : 05/11/2011

Excavation and grading of subject area for street reconstruction shall be in accordance with approved plans and City specifications. Damaged areas adjacent to this construction shall be properly patched per City Inspector. Also, the permittee shall be responsible for any ponding due to the permitted work.

Applicant/Permittee  Date 5/12/11

Distribution:
 Outside BSM: BOE (Streets and Hyws) - P. Riviera
 Inside BSM: Street Improvement Inspection

Printed : 5/11/2011 4:19:10 PM Plan Checker Rassendyll Dennis

Exhibit A (8 of 10)

STREET EXCAVATION REQUIREMENTS

1. The permittee shall call Underground Service Alert (U.S.A.), telephone number 1-800-227-2600, 48 hours prior to any excavation.
2. All work including sidewalk and pavement cutting and removal, lagging, excavation, backfill, and sidewalk and pavement restoration shall be done by a licensed paving contractor and in accordance with the requirements of the Standard Specifications of the Bureau of Engineering, Department of Public Works, July 1986 Edition and Department of Public Works Order Nos. 176,707, copy attached.
3. Sidewalk and pavement restoration shall include the replacement of traffic lane and crosswalk striping, parking stall markings, and curb painting that might have been obliterated during street excavation. The permittee shall perform their work under on the following options:
 - a. Have the City forces do the striping and painting work at the permittees expense. The permittee shall make a deposit with the Department of Parking & Traffic for this purpose in an amount estimated by the Municipal Transportation Agency (MTA) 7th Floor 1 South Van Ness Ave telephone 701-4500, and notify the MTA at least 48 hours in advance of the time the work is to be done.
 - b. Perform the work themselves following instructions available at the Department of Parking & Traffic.
4. The permittee shall submit a non-refundable fee to Bureau of Street-Use and Mapping to pay for City Inspection of the backfill and pavement restoration. At least 48 hours in advance, the permittee shall make arrangements with the Street Improvement Section Inspectors, 554-7149, for an inspection schedule.
5. The permittee shall file and maintain an excavation bond in the sum of \$25,000.00 with the Department of Public Works, to guarantee the maintenance of the pavement in the excavation area for a period of 3 years following the completion of the backfill and pavement restoration pursuant to Article 2.4.40 of the Public Works Code.
6. The permittee shall conduct construction operations in accordance with the requirements of Article 11 of the Traffic Code. The permittee shall contact the MTA 7th Floor 1 South Van Ness Ave telephone 701-4500, for specific restrictions before starting work.
7. The permittee shall obtain the required permits, if any, from regulating agencies of the State of California.
8. The permittee shall verify the locations of any City or public service utility company facilities that may be affected by the work authorized by this permit and shall assume all responsibility for any damage to such facilities. The permittee shall make satisfactory arrangements and payments for any necessary temporary relocation of City or public utility company facilities.
9. The permittee shall pay the required fee for sewer installation permit at the Plumbing Inspection Division, Department of Building Inspection, 1660 Mission Street and arrange for inspection of this work, telephone 558-6054.
10. Concrete form work, planting of trees and pouring of sidewalk and/or curb shall not be performed prior to obtaining a permit from Bureau of Urban Forestry (BUF), telephone: 554-6700.
11. In consideration of this Permit being issued for the work described in the application, Permittee on its behalf and that of any successor or assign, and on behalf of any lessee, promises and agrees to perform all the terms of this Permit and to comply with all applicable laws, ordinances and regulations.
12. Permittee agrees on its behalf and that of any successor or assign to hold harmless, defend, and indemnify the City and County of San Francisco, including, without limitation, each of its commissions, departments, officers, agents and employees (hereinafter collectively referred to as the "City") from and against any and all losses, liabilities, expenses, claims, demands, injuries, damages, fines, penalties, costs or judgments including, without limitation, attorneys' fees and costs (collectively, "claims") of any kind allegedly arising directly or indirectly from (i) any act by, omission by, or negligence of, Permittee or its subcontractors, or the officers, agents, or employees of either, while engaged in the performance of the work authorized by this Permit, or while in or about the property subject to this Permit for any reason connected in any way whatsoever with the performance of the work authorized by this Permit, or allegedly resulting directly or indirectly from the maintenance or installation of any equipment, facilities or structures authorized under this Permit, (ii) any accident or injury to any contractor or subcontractor, or any officer, agent, or employee of either of them, while engaged in the performance of the work authorized by this Permit, or while in or about the property, for any reason connected with the performance of the work authorized by this Permit, or arising from liens or claims for services rendered or labor or materials furnished in or for the performance of the work authorized by this Permit, (iii) injuries or damages to real or personal property, good will, and persons in, upon or in any way allegedly connected with the work authorized by this Permit from any cause or claims arising at any time, and (iv) any release or discharge, or threatened release or discharge, of any hazardous material caused or allowed by Permittee in, under, on or about the property subject to this Permit or into the environment. As used herein, "hazardous material" means any substance, waste or material which, because of its quantity, concentration of physical or chemical characteristics is deemed by any federal, state, or local governmental authority to pose a present or potential hazard to human health or safety or to the environment.
13. Permittee must hold harmless, indemnify and defend the City regardless of the alleged negligence of the City or any other party, except only for claims resulting directly from the sole negligence or willful misconduct of the City. Permittee specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City from any claim which actually or potentially falls within this indemnity provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Permittee by the City and continues at all times thereafter. Permittee agrees that the indemnification obligations assumed under this Permit shall survive expiration of the Permit or completion of work.
14. Permittee shall obtain and maintain through the terms of this Permit general liability, automobile liability or workers' compensation insurance as the City deems necessary to protect the City against claims for damages for personal injury, accidental death and property damage allegedly arising from any work done under this Permit. Such insurance shall in no way limit Permittee's indemnity hereunder. Certificates of insurance, in form and with insurers satisfactory to the City, evidencing all coverages above shall be furnished to the City before commencing any operations under this Permit, with complete copies of policies furnished promptly upon City request.
15. The permittee and any permitted successor or assign recognize and understand that this permit may create a possessory interest.
16. Separate permit is required for excavation of side sewers. Installation authorized only by Class "A" or "C-42" Licensed Contractor or "C-12" with "C-36" Licensed Contractor. Authorization requires the filing of a \$25,000 excavation bond to cover the cost of City inspection. Having obtained authorization to excavate in the roadway, The contractor shall obtain the proper permits and arrange for an inspection, for the section of pipe from the trap to the property, with the Plumbing Inspection Division at 1660 Mission Street, telephone 558-6054.

Exhibit A (9 of 10)

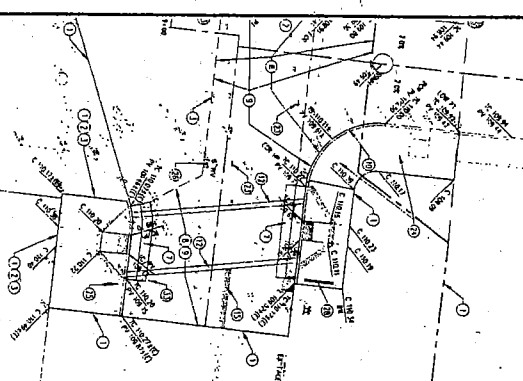
Exhibit A (10 of 10)

PHASE THREE

PHASE THREE

REDONDO STREET
(50.00' R\W)

REDONDO



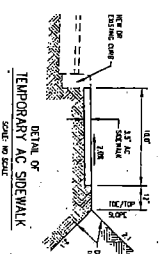
JAMESTOWN AVENUE
(WIDTH VARIES)

CONSTRUCTION NOTES

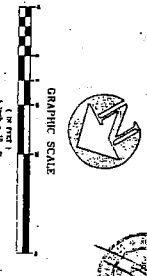
1. SET OF WORK
2. REMOVE EXISTING SIDEWALK AND RECONSTRUCT CONCRETE CURB AND SIDEWALK
3. REMOVE EXISTING SIDEWALK AND RECONSTRUCT CONCRETE CURB AND SIDEWALK
4. REMOVE EXISTING SIDEWALK AND RECONSTRUCT CONCRETE CURB AND SIDEWALK
5. REMOVE EXISTING SIDEWALK AND RECONSTRUCT CONCRETE CURB AND SIDEWALK
6. REMOVE EXISTING SIDEWALK AND RECONSTRUCT CONCRETE CURB AND SIDEWALK
7. REMOVE EXISTING SIDEWALK AND RECONSTRUCT CONCRETE CURB AND SIDEWALK
8. REMOVE EXISTING SIDEWALK AND RECONSTRUCT CONCRETE CURB AND SIDEWALK
9. REMOVE EXISTING SIDEWALK AND RECONSTRUCT CONCRETE CURB AND SIDEWALK
10. REMOVE EXISTING SIDEWALK AND RECONSTRUCT CONCRETE CURB AND SIDEWALK
11. REMOVE EXISTING SIDEWALK AND RECONSTRUCT CONCRETE CURB AND SIDEWALK
12. REMOVE EXISTING SIDEWALK AND RECONSTRUCT CONCRETE CURB AND SIDEWALK
13. REMOVE EXISTING SIDEWALK AND RECONSTRUCT CONCRETE CURB AND SIDEWALK
14. REMOVE EXISTING SIDEWALK AND RECONSTRUCT CONCRETE CURB AND SIDEWALK
15. REMOVE EXISTING SIDEWALK AND RECONSTRUCT CONCRETE CURB AND SIDEWALK
16. REMOVE EXISTING SIDEWALK AND RECONSTRUCT CONCRETE CURB AND SIDEWALK
17. REMOVE EXISTING SIDEWALK AND RECONSTRUCT CONCRETE CURB AND SIDEWALK
18. REMOVE EXISTING SIDEWALK AND RECONSTRUCT CONCRETE CURB AND SIDEWALK
19. REMOVE EXISTING SIDEWALK AND RECONSTRUCT CONCRETE CURB AND SIDEWALK
20. REMOVE EXISTING SIDEWALK AND RECONSTRUCT CONCRETE CURB AND SIDEWALK
21. REMOVE EXISTING SIDEWALK AND RECONSTRUCT CONCRETE CURB AND SIDEWALK
22. REMOVE EXISTING SIDEWALK AND RECONSTRUCT CONCRETE CURB AND SIDEWALK
23. REMOVE EXISTING SIDEWALK AND RECONSTRUCT CONCRETE CURB AND SIDEWALK
24. REMOVE EXISTING SIDEWALK AND RECONSTRUCT CONCRETE CURB AND SIDEWALK
25. REMOVE EXISTING SIDEWALK AND RECONSTRUCT CONCRETE CURB AND SIDEWALK
26. REMOVE EXISTING SIDEWALK AND RECONSTRUCT CONCRETE CURB AND SIDEWALK
27. REMOVE EXISTING SIDEWALK AND RECONSTRUCT CONCRETE CURB AND SIDEWALK
28. REMOVE EXISTING SIDEWALK AND RECONSTRUCT CONCRETE CURB AND SIDEWALK
29. REMOVE EXISTING SIDEWALK AND RECONSTRUCT CONCRETE CURB AND SIDEWALK
30. REMOVE EXISTING SIDEWALK AND RECONSTRUCT CONCRETE CURB AND SIDEWALK
31. REMOVE EXISTING SIDEWALK AND RECONSTRUCT CONCRETE CURB AND SIDEWALK
32. REMOVE EXISTING SIDEWALK AND RECONSTRUCT CONCRETE CURB AND SIDEWALK
33. REMOVE EXISTING SIDEWALK AND RECONSTRUCT CONCRETE CURB AND SIDEWALK
34. REMOVE EXISTING SIDEWALK AND RECONSTRUCT CONCRETE CURB AND SIDEWALK
35. REMOVE EXISTING SIDEWALK AND RECONSTRUCT CONCRETE CURB AND SIDEWALK
36. REMOVE EXISTING SIDEWALK AND RECONSTRUCT CONCRETE CURB AND SIDEWALK
37. REMOVE EXISTING SIDEWALK AND RECONSTRUCT CONCRETE CURB AND SIDEWALK
38. REMOVE EXISTING SIDEWALK AND RECONSTRUCT CONCRETE CURB AND SIDEWALK
39. REMOVE EXISTING SIDEWALK AND RECONSTRUCT CONCRETE CURB AND SIDEWALK
40. REMOVE EXISTING SIDEWALK AND RECONSTRUCT CONCRETE CURB AND SIDEWALK
41. REMOVE EXISTING SIDEWALK AND RECONSTRUCT CONCRETE CURB AND SIDEWALK
42. REMOVE EXISTING SIDEWALK AND RECONSTRUCT CONCRETE CURB AND SIDEWALK
43. REMOVE EXISTING SIDEWALK AND RECONSTRUCT CONCRETE CURB AND SIDEWALK
44. REMOVE EXISTING SIDEWALK AND RECONSTRUCT CONCRETE CURB AND SIDEWALK
45. REMOVE EXISTING SIDEWALK AND RECONSTRUCT CONCRETE CURB AND SIDEWALK
46. REMOVE EXISTING SIDEWALK AND RECONSTRUCT CONCRETE CURB AND SIDEWALK
47. REMOVE EXISTING SIDEWALK AND RECONSTRUCT CONCRETE CURB AND SIDEWALK
48. REMOVE EXISTING SIDEWALK AND RECONSTRUCT CONCRETE CURB AND SIDEWALK
49. REMOVE EXISTING SIDEWALK AND RECONSTRUCT CONCRETE CURB AND SIDEWALK
50. REMOVE EXISTING SIDEWALK AND RECONSTRUCT CONCRETE CURB AND SIDEWALK

GENERAL NOTES

1. ALL WORK TO BE ACCORDING TO APPROVED AND THE CITY OF SAN FRANCISCO SIDEWALK STANDARDS AND SPECIFICATIONS. SEE THE PLAN OF SAN FRANCISCO SHEET SA-10000, C.A. IN BOOK 428.
2. ELEVATIONS ARE BASED ON CITY OF SAN FRANCISCO DATA.
3. TEMPORARY ASPHALT CURBS AND THE FRAMING OF JAMESTOWN AT THE INTERSECTIONS WITH THE FRONT STREETS WILL BE RECONSTRUCTED DURING FUTURE PHASES OF THE CONSTRUCTION OF THIS PROJECT.
4. SEE SHEET NO. 6 FOR FACT OF CURB DEVIATIONS.



APPROVED
PROJECT ENGINEER
DATE: 11/11/11
SIGNATURE: [Signature]



KCA ENGINEERS, INC.
CONSULTING ENGINEERS - ARCHITECTS - PLANNERS - 21 JAMISON
1400 CALIFORNIA STREET, SUITE 100, SAN FRANCISCO, CA 94109
TELEPHONE: 415.774.8888 FAX: 415.774.8889
WWW.KCAENGINEERS.COM

PROJECT NO.	DATE	SCALE	DATE	SCALE
5098	11/11/11	AS SHOWN	11/11/11	AS SHOWN

SAN FRANCISCO

SIDEWALK IMPROVEMENT PLAN, AVENUE
SOUTHERLY SIDE OF JAMESTOWN AVENUE
BETWEEN HAWES STREET AND REDONDO STREET

CALIFORNIA

DATE: 11/11/11
DRAWN BY: [Signature]
CHECKED BY: [Signature]

4 of 6

Exhibit B

[Attach Cost Estimate for Current Phase Improvements]

Exhibit B (1 of 1)

City and County of San Francisco



Department of Public Works

Bureau of Street Use and Mapping
 Street Construction Coordination Center
 875 Stevenson Street, Room 460
 San Francisco, CA 94103-0942

STREET IMPROVEMENT PROJECT COST ESTIMATING SPREADSHEET

PROJECT NAME:		Jamestown Project Phase One			
PROJECT ADDRESS:		BLK:	LOT:		
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
1	Concrete Curb	358	LF	55	\$ 19,694
2	Combined Curb and Gutter	0	LF	63	\$ -
3	Combined Curb and Parking Strip	0	LF	83	\$ -
4	Curb or Combined C&G w/8" Curb	0	LF	63	\$ -
5	Sidewalk -- 3 1/2 "	5,046	SF	12	\$ 60,552
6	Special Sidewalk	0	SF	31	\$ -
7	Curb Ramps	3	EA	3300	\$ 9,900
Concrete Work Subtotal					\$ 90,146
8	Paving -- 2"ACWS on 8" Conc. Base	0	SF	26	\$ -
9	Paving -- 8" Concrete	0	SF	22	\$ -
10	Aggregate base	62.35	TON	43	\$ 2,681
11	AC Grinding	64	SY	13	\$ 832
12	Slurry Seal	64	SY	6	\$ 384
Paving Work Subtotal					\$ 3,897
13	Catch Basin (LL-18,039.1, Ch. 7)	0	EA	5000	\$ -
14	Catch Basin -- other	0	EA	5000	\$ -
15	Reset Catch Basin	1	EA	1000	\$ 1,000
16	Abandon Catch Basin	0	EA	1000	\$ -
17	Sewer Manhole (45,560) (Reduce if many)	0	EA	5000	\$ -
18	12" VCP Sewer	0	LF	140	\$ -
19	10" VCP Culvert	0	LF	120	\$ -
20	8" LPDW	0	LF	100	\$ -
21	Misc. Improvements	0	Est.	150,000	\$ -
Miscellaneous Subtotal					\$ 1,000
TOTAL COST R-O-W WORK				BOND =	\$ 95,043

 Signature of Applicant

 Date

Exhibit C

[Attach Cost Estimate for Future Phase Improvements]

Exhibit C (1 of 3)

City and County of San Francisco



Department of Public Works

Bureau of Street Use and Mapping
 Street Construction Coordination Center
 875 Stevenson Street, Room 460
 San Francisco, CA 94103-0942

STREET IMPROVEMENT PROJECT COST ESTIMATING SPREADSHEET

PROJECT NAME:		Jamestown Project Phase Two			
PROJECT ADDRESS:		BLK:	LOT:		
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
1	Concrete Curb	750	LF	55	\$ 41,250
2	Combined Curb and Gutter	0	LF	63	\$ -
3	Combined Curb and Parking Strip	0	LF	83	\$ -
4	Curb or Combined C&G w/8" Curb	0	LF	63	\$ -
5	Sidewalk -- 3 1/2 "	3,513	SF	12	\$ 42,156
6	Special Sidewalk	0	SF	31	\$ -
7	Curb Ramps	3	EA	3300	\$ 9,900
Concrete Work Subtotal					\$ 93,306
8	Paving -- 2"ACWS on 8" Conc. Base	750	SF	26	\$ 19,500
9	Paving -- 8" Concrete	0	SF	22	\$ -
10	Aggregate base	0	TON	43	\$ -
11	AC Grinding	0	SY	13	\$ -
12	Slurry Seal	0	SY	6	\$ -
Paving Work Subtotal					\$ 19,500
13	Catch Basin (LL-18,039.1, Ch. 7)	2	EA	5000	\$ 10,000
14	Catch Basin -- other	0	EA	5000	\$ -
15	Reset Catch Basin	0	EA	1000	\$ -
16	Abandon Catch Basin	0	EA	1000	\$ -
17	Sewer Manhole (45,560) (Reduce if many)	0	EA	5000	\$ -
18	12" VCP Sewer	0	LF	140	\$ -
19	10" VCP Culvert	20	LF	120	\$ 2,400
20	8" LPDW	0	LF	100	\$ -
21	Misc. Improvements	0	Est.	150,000	\$ -
22	Street Light	6	Est.	5,400	\$ 32,400
23	Utility Work	1	LS	5,000	\$ 5,000
24	Traffic Stripping	1	LS	4,000	\$ 4,000
25	AWSS- Hydrant	1	LS	12,000	\$ 12,000
Miscellaneous Subtotal					\$ 65,800
TOTAL COST R-O-W WORK					\$ 65,800

BOND =	\$ 65,800
---------------	------------------

 Signature of Applicant

 Date

Exhibit C (2 of 3)

City and County of San Francisco



Department of Public Works

Bureau of Street Use and Mapping
 Street Construction Coordination Center
 875 Stevenson Street, Room 460
 San Francisco, CA 94103-0942

STREET IMPROVEMENT PROJECT COST ESTIMATING SPREADSHEET

PROJECT NAME:		Jamestown Project Phase Three			
PROJECT ADDRESS:		BLK:	LOT:		
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
1	Concrete Curb	568	LF	55	\$ 31,240
2	Combined Curb and Gutter	0	LF	63	\$ -
3	Combined Curb and Parking Strip	660	LF	83	\$ 54,780
4	Curb or Combined C&G w/8" Curb	0	LF	63	\$ -
5	Sidewalk -- 3 1/2 "	6,120	SF	12	\$ 73,440
6	Special Sidewalk	0	SF	31	\$ -
7	Curb Ramps	4	EA	3300	\$ 13,200
Concrete Work Subtotal					\$ 172,660
8	Paving -- 2"ACWS on 8" Conc. Base	1,136	SF	26	\$ 29,536
9	Paving -- 8" Concrete	0	SF	22	\$ -
10	Aggregate base	0	TON	43	\$ -
11	AC Grinding	0	SY	13	\$ -
12	Slurry Seal	0	SY	6	\$ -
Paving Work Subtotal					\$ 29,536
13	Catch Basin (LL-18,039.1, Ch. 7)	2	EA	5000	\$ 10,000
14	Catch Basin -- other	0	EA	5000	\$ -
15	Reset Catch Basin	0	EA	1000	\$ -
16	Abandon Catch Basin	0	EA	1000	\$ -
17	Sewer Manhole (45,560) (Reduce if many)	0	EA	5000	\$ -
18	12" VCP Sewer	0	LF	140	\$ -
19	10" VCP Culvert	20	LF	120	\$ 2,400
20	8" LPDW	0	LF	100	\$ -
21	Misc. Improvements	0	Est.	150,000	\$ -
22	Street Light	6	Est.	5,400	\$ 32,400
23	Utility Work	1	LS	5,000	\$ 5,000
24	Traffic Stripping	1	LS	4,000	\$ 4,000
25	AWSS- Hydrant	1	LS	12,000	\$ 12,000
Miscellaneous Subtotal					\$ 65,800
TOTAL COST R-O-W WORK					\$ 65,800

BOND = \$ 65,800

 Signature of Applicant

 Date

Exhibit C (3 of 3)

City and County of San Francisco



Department of Public Works

Bureau of Street Use and Mapping
 Street Construction Coordination Center
 875 Stevenson Street, Room 460
 San Francisco, CA 94103-0942

STREET IMPROVEMENT PROJECT COST ESTIMATING SPREADSHEET

PROJECT NAME:		Jamestown Project Phase Four			
PROJECT ADDRESS:		BLK:	LOT:		
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
1	Concrete Curb	400	LF	55	\$ 22,000
2	Combined Curb and Gutter	0	LF	63	\$ -
3	Combined Curb and Parking Strip	0	LF	83	\$ -
4	Curb or Combined C&G w/8" Curb	0	LF	63	\$ -
5	Sidewalk -- 3 1/2 "	4,000	SF	12	\$ 48,000
6	Special Sidewalk	0	SF	31	\$ -
7	Curb Ramps	2	EA	3300	\$ 6,600
Concrete Work Subtotal					\$ 76,600
8	Paving -- 2"ACWS on 8" Conc. Base	1,000	SF	26	\$ 26,000
9	Paving -- 8" Concrete	0	SF	22	\$ -
10	Aggregate base	0	TON	43	\$ -
11	AC Grinding	0	SY	13	\$ -
12	Slurry Seal	0	SY	6	\$ -
Paving Work Subtotal					\$ 26,000
13	Catch Basin (LL-18,039.1, Ch. 7)	2	EA	5000	\$ 10,000
14	Catch Basin -- other	0	EA	5000	\$ -
15	Reset Catch Basin	0	EA	1000	\$ -
16	Abandon Catch Basin	0	EA	1000	\$ -
17	Sewer Manhole (45,560) (Reduce if many)	0	EA	5000	\$ -
18	12" VCP Sewer	0	LF	140	\$ -
19	10" VCP Culvert	20	LF	120	\$ 2,400
20	8" LPDW	0	LF	100	\$ -
21	Misc. Improvements	0	Est.	150,000	\$ -
22	Street Light	2	Est.	5,400	\$ 10,800
23	Utility Work	1	LS	5,000	\$ 5,000
24	Traffic Stripping	1	LS	4,000	\$ 4,000
25	AWSS- Hydrant	1	LS	12,000	\$ 12,000
Miscellaneous Subtotal					\$ 44,200
TOTAL COST R-O-W WORK					\$ 44,200

BOND = \$ 44,200

 Signature of Applicant

 Date

Citibank, N.A.

OUR REFERENCE NO: 63657937

DATE: JUN. 22, 2011

L/C AMENDMENT

IRREVOCABLE STANDBY LC

FROM:
CITIBANK, N.A.
C/O ITS SERVICER, CITICORP NORTH
AMERICA INC.
3800 CITIBANK CENTER
BUILDING B, 3RD FLOOR
TAMPA, FL 33610

AMENDMENT(S) TO STANDBY LETTER OF CREDIT

CREDIT NO.
63657937

ADVISING BANK:

APPLICANT:
JAMESTOWN EQUITY PARTNERS, LLC
1201 PINE STREET, SUITE 151
OAKLAND, CA 94607 U.S.A.

BENEFICIARY
DEPARTMENT OF PUBLIC WORKS
CITY AND COUNTY OF SAN FRANCISCO
875 STEVENSON STREET, ROOM 460
SAN FRANCISCO, CA 94103

DEAR SIR(S),

THE LETTER OF CREDIT REFERENCED ABOVE IS AMENDED AS FOLLOWS:

PARAGRAPH READING:

"FOR THE ACCOUNT OF JAMESTOWN EQUITY PARTNERS, LLC, A DELAWARE LIABILITY COMPANY ("JAMESTOWN LLC"), CITIBANK, N.A. (THE "BANK") HEREBY OPENS IN FAVOR OF THE DEPARTMENT OF PUBLIC WORKS, CITY AND COUNTY OF SAN FRANCISCO ("BENEFICIARY") AN IRREVOCABLE LETTER OF CREDIT NO. 63657937 (THIS "LETTER OF CREDIT") IN AN AMOUNT EQUAL TO U.S. TWO HUNDRED TWENTY-THREE THOUSAND THREE HUNDRED DOLLARS (\$ 223,300.00) (THE "LETTER OF CREDIT AMOUNT") EFFECTIVE UPON THE ISSUANCE DATE SET FORTH ABOVE AND EXPIRING ON THE EXPIRATION DATE SET FORTH ABOVE (OR IF SUCH EXPIRATION DATE IS NOT A BUSINESS DAY, THE NEXT FOLLOWING BUSINESS DAY)."

CORRECTED TO NOW READ AS:

"FOR THE ACCOUNT OF JAMESTOWN EQUITY PARTNERS, LLC, A DELAWARE LIABILITY COMPANY ("JAMESTOWN LLC"), CITIBANK, N.A. (THE "BANK") HEREBY OPENS IN FAVOR OF THE DEPARTMENT OF PUBLIC WORKS, CITY AND COUNTY OF SAN FRANCISCO ("BENEFICIARY") AN IRREVOCABLE LETTER OF CREDIT NO. 63657937 (THIS "LETTER OF CREDIT") IN AN AMOUNT EQUAL TO U.S. TWO HUNDRED TWENTY-THREE THOUSAND THREE HUNDRED DOLLARS (\$ 223,300.00) (THE "LETTER OF CREDIT AMOUNT") EFFECTIVE UPON THE ISSUANCE DATE SET FORTH ABOVE AND EXPIRING ON THE EXPIRATION DATE SET FORTH ABOVE (OR IF SUCH EXPIRATION DATE IS NOT A BUSINESS DAY, THE NEXT FOLLOWING BUSINESS DAY).

Citibank, N.A.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CREDIT INSTRUMENT
REMAIN UNCHANGED.”

PARAGRAPH READING:

“THIS LETTER OF CREDIT IS BEING PROVIDED IN CONNECTION WITH THOSE CERTAIN
DEPARTMENT OF PUBLIC WORKS PERMIT NUMBERS #111E-0160 & #111E-0161 (THE
“DPW PERMITS”) PURSUANT TO WHICH JAMESTOWN LLC HAS BEEN GRANTED
PERMISSION TO EXCAVATE AND PERFORM CERTAIN STREET AND/OR SIDEWALK
WORK ADJACENT TO THE AFORESAID PROPERTY.”

CORRECTED TO NOW READ AS:

“THIS LETTER OF CREDIT IS BEING PROVIDED IN CONNECTION WITH THOSE CERTAIN
DEPARTMENT OF PUBLIC WORKS PERMIT NUMBERS 2001-403-23-5127 (THE “DPW
PERMITS”) PURSUANT TO WHICH JAMESTOWN LLC HAS BEEN GRANTED PERMISSION
TO EXCAVATE AND PERFORM CERTAIN STREET AND/OR SIDEWALK WORK
ADJACENT TO THE AFORESAID PROPERTY.”

ATTACHMENT 1 CORRECTED TO NOW READ AS PER ATTACHED.

THIS AMENDMENT(S) IS AN INTEGRAL PART OF THE ORIGINAL CREDIT AND MUST BE
ATTACHED THERETO. WE REQUIRE YOUR WRITTEN NOTIFICATION OF ACCEPTANCE
OF THE TERMS AND CONDITIONS STATED HEREIN. IF IT/THEY IS/ARE NOT
ACCEPTABLE TO YOU, IMMEDIATE NOTIFICATION MUST BE GIVEN TO US.

PLEASE DIRECT ANY INQUIRIES, QUOTING OUR REFERENCE NUMBER, TO:
CUSTOMER SERVICE DEPARTMENT,
CITIBANK N.A.
C/O ITS SERVICER, CITICORP NORTH AMERICA, INC.
3800 CITIBANK CENTER
BUILDING B, 3RD FLOOR
TAMPA, FL 33610

TEL: 813-604-7000

FAX: ()

AUTHORIZED SIGNATURE
CITIBANK N.A.

ATTACHMENT I
TO
LETTER OF CREDIT

SIGHT DRAFT

_____, 20__

CITIBANK, N.A.
390 GREENWICH STREET
MIDDLE OFFICE
NEW YORK, NEW YORK 10013

RE: IRREVOCABLE LETTER OF CREDIT NO. 63657937

THE CITY AND COUNTY OF SAN FRANCISCO, DEPARTMENT OF PUBLIC WORKS
("BENEFICIARY") HEREBY DEMANDS PAYMENT OF U.S. \$_____ IN IMMEDIATELY
AVAILABLE UNDER YOUR IRREVOCABLE LETTER OF CREDIT NO. 63657937 VIA WIRE
PAYMENT TO THE FOLLOWING ACCOUNT:

ABA NUMBER:
ACCOUNT NUMBER:
NOTE:

BENEFICIARY HEREBY REPRESENTS, WARRANTS, AND CERTIFIES TO CITIBANK, N.A.
THAT JAMESTOWN EQUITY PARTNERS, LLC OR ITS AGENTS HAVE FAILED TO COMPLY
WITH THE REQUIREMENTS AND PROVISIONS OF DEPARTMENT OF PUBLIC WORKS PERMIT
NUMBERS 2001-403-23-5127 AND TO COMPLY WITH ARTICLE 2.4 OF THE SAN FRANCISCO
PUBLIC WORKS CODE.

CITY AND COUNTY OF SAN FRANCISCO

BY: _____
NAME:
TITLE:

Citibank, N.A.

IRREVOCABLE LETTER OF CREDIT NO. 63657937

EXPIRATION DATE: JULY 31, 2014

ISSUING BANK:

CITIBANK, N.A.
C/O CITICORP NORTH AMERICA, INC.
3800 CITIBANK CENTER
BUILDING B, 3RD FLOOR
TAMPA, FL 33610

BENEFICIARY:

DEPARTMENT OF PUBLIC WORKS
CITY AND COUNTY OF SAN FRANCISCO
875 STEVENSON STREET, ROOM 460
SAN FRANCISCO, CA 94103

RE: PUBLIC WORKS AT 833-881 JAMESTOWN AVENUE, SAN FRANCISCO (THE "PROPERTY").

FOR THE ACCOUNT OF JAMESTOWN EQUITY PARTNERS, LLC, A DELAWARE LIABILITY COMPANY ("JAMESTOWN LLC"), CITIBANK, N.A. (THE "BANK") HEREBY OPENS IN FAVOR OF THE DEPARTMENT OF PUBLIC WORKS, CITY AND COUNTY OF SAN FRANCISCO ("BENEFICIARY") AN IRREVOCABLE LETTER OF CREDIT NO. 63657937 (THIS "LETTER OF CREDIT") IN AN AMOUNT EQUAL TO U.S. TWO HUNDRED TWENTY-THREE THOUSAND THREE HUNDRED DOLLARS (\$ 223,3000.00) (THE "LETTER OF CREDIT AMOUNT") EFFECTIVE UPON THE ISSUANCE DATE SET FORTH ABOVE AND EXPIRING ON THE EXPIRATION DATE SET FORTH ABOVE (OR IF SUCH EXPIRATION DATE IS NOT A BUSINESS DAY, THE NEXT FOLLOWING BUSINESS DAY).

THIS LETTER OF CREDIT IS BEING PROVIDED IN CONNECTION WITH THOSE CERTAIN DEPARTMENT OF PUBLIC WORKS PERMIT NUMBERS 111E0160 & #111E-0161 (THE "DPW PERMITS") PURSUANT TO WHICH JAMESTOWN LLC HAS BEEN GRANTED PERMISSION TO EXCAVATE AND PERFORM CERTAIN STREET AND/OR SIDEWALK WORK ADJACENT TO THE AFORESAID PROPERTY.

THE LETTER OF CREDIT AMOUNT WILL BE AVAILABLE TO BENEFICIARY AGAINST A SIGHT DRAFT DRAWN ON THE BANK AND COMPLETED BY THE BENEFICIARY IN THE FORM ATTACHED AS ATTACHMENT I HERETO (A "DRAFT"). PARTIAL DRAWINGS ARE ALLOWED UNDER THIS LETTER OF CREDIT.

THE BANK SHALL BE DISCHARGED OF ALL OBLIGATIONS TO BENEFICIARY UNDER THIS LETTER OF CREDIT, AND THIS LETTER OF CREDIT SHALL AUTOMATICALLY EXPIRE, UPON THE EARLIEST TO OCCUR OF (A) THE PAYMENT TO BENEFICIARY OF AMOUNTS UP TO THE LETTER OF CREDIT AMOUNT HEREOF, (B) THE EXPIRATION DATE HEREOF (OR IF SUCH EXPIRATION DATE IS NOT A BUSINESS DAY, THE NEXT FOLLOWING BUSINESS DAY), OR (C) THE BENEFICIARY'S WRITTEN CONFIRMATION THAT THEY HAVE ACCEPTED A SUBSTITUTE "DEPOSIT" (AS DEFINED IN SAN FRANCISCO PUBLIC WORKS CODE SECTION 2.4.40).

SUBJECT TO THE PRECEDING PARAGRAPH, THE BANK WILL HONOR THE BENEFICIARY'S DRAFT DRAWN IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT IF SUCH DRAFT IS RECEIVED BY THE BANK AT ANY TIME DURING THE PERIOD COMMENCING ON THE ISSUANCE DATE AND ENDING AT 5:00 P.M. EASTERN TIME ON EXPIRATION DATE (OR IF THE EXPIRATION DATE IS NOT A BUSINESS DAY, THE NEXT FOLLOWING BUSINESS DAY) AT THE OFFICE OF THE BANK'S, CITICORP NORTH AMERICA, INC., 3800 CITIBANK CENTER, BUILDING B, 3RD FLOOR, TAMPA, FL 33610.

Citibank, N.A.

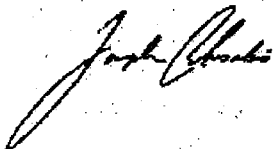
IN LIEU OF DELIVERY OF AN ORIGINAL DRAFT DRAWN UNDER THIS LETTER OF CREDIT, SUCH DRAFT MAY BE TRANSMITTED BY BENEFICIARY TO THE BANK BY FAX TRANSMISSION TO FAX NO. 813-604-7187, ATTENTION: US STANDBY TEAM, OR SUCH OTHER FAX NUMBER IDENTIFIED BY THE BANK IN A WRITTEN NOTICE TO BENEFICIARY. TO THE EXTENT A PRESENTATION IS MADE BY FAX TRANSMISSION, BENEFICIARY SHALL PROVIDE TELEPHONE NOTIFICATION THEREOF TO THE BANK TO PHONE NUMBER 866-498-8670 PRIOR TO OR SIMULTANEOUSLY WITH THE SENDING OF SUCH FAX TRANSMISSION, PROVIDED, HOWEVER, THAT THE BANK'S RECEIPT OF SUCH TELEPHONE NOTICE SHALL NOT BE A CONDITION TO PAYMENT HEREUNDER.

DRAFTS PRESENTED TO THE BANK AT THE ADDRESS SET FORTH ABOVE OR BY FAX TRANSMISSION AS SET FORTH ABOVE NO LATER THAN 10:00 A.M. EASTERN TIME ON ANY BUSINESS DAY SHALL BE HONORED ON THE SECOND BUSINESS DAY THEREAFTER, BY PAYMENT IN ACCORDANCE WITH BENEFICIARY'S PAYMENT INSTRUCTIONS THAT ACCOMPANY THE BENEFICIARY'S DRAFT. IF REQUESTED BY BENEFICIARY, PAYMENT UNDER THIS LETTER OF CREDIT MAY BE MADE BY WIRE TRANSFER OF IMMEDIATELY AVAILABLE FUNDS TO BENEFICIARY'S ACCOUNT AS SPECIFIED IN THE DRAFT, OR BY DEPOSIT OF SAME DAY FUNDS IN BENEFICIARY'S DESIGNATED ACCOUNT THAT IT MAINTAINS WITH THE BANK. DRAFTS PRESENTED AFTER 10:00 A.M. EASTERN TIME WILL BE HONORED ON THE THIRD BUSINESS DAY.

AS USED HEREIN, "BUSINESS DAY" MEANS ANY DAY ON WHICH BANKING INSTITUTIONS LOCATED IN NEW YORK ARE NOT REQUIRED OR AUTHORIZED BY LAW OR EXECUTIVE ORDER TO CLOSE.

THIS LETTER OF CREDIT SETS FORTH IN FULL THE BANK'S UNDERTAKING. EXCEPT FOR THE DRAFT REFERRED TO IN THIS LETTER OF CREDIT AND FOR THE FINAL PARAGRAPH OF THIS LETTER OF CREDIT, THE BANK'S UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED, AMPLIFIED OR LIMITED BY ANY DOCUMENT, INSTRUMENT OR AGREEMENT REFERRED TO IN THIS LETTER OF CREDIT. EXCEPT FOR THE DRAFT REFERRED TO IN THIS LETTER OF CREDIT, ANY REFERENCE TO THIS LETTER OF CREDIT IN ANY OTHER DOCUMENT, INSTRUMENT OR AGREEMENT SHALL NOT BE DEEMED TO INCORPORATE INTO THIS LETTER OF CREDIT BY REFERENCE ANY SUCH DOCUMENT, INSTRUMENT OR AGREEMENT.

THIS LETTER OF CREDIT SHALL BE GOVERNED BY AND SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600 ("UCP"), AND TO THE EXTENT NOT INCONSISTENT WITH THE UCP, INTERNAL LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS).



AUTHORIZED SIGNATURE(S)
CITIBANK, N.A.

ATTACHMENT I
TO
LETTER OF CREDIT

SIGHT DRAFT

_____, 20__

CITIBANK, N.A.
390 GREENWICH STREET
MIDDLE OFFICE
NEW YORK, NEW YORK 10013

RE: IRREVOCABLE LETTER OF CREDIT NO. 63657937

THE CITY AND COUNTY OF SAN FRANCISCO, DEPARTMENT OF PUBLIC WORKS
("BENEFICIARY") HEREBY DEMANDS PAYMENT OF U.S. \$ _____ IN IMMEDIATELY
AVAILABLE UNDER YOUR IRREVOCABLE LETTER OF CREDIT NO. 63657937 VIA WIRE
PAYMENT TO THE FOLLOWING ACCOUNT:

ABA NUMBER:
ACCOUNT NUMBER:
NOTE:

BENEFICIARY HEREBY REPRESENTS, WARRANTS, AND CERTIFIES TO CITIBANK, N.A.
THAT JAMESTOWN EQUITY PARTNERS, LLC OR ITS AGENTS HAVE FAILED TO COMPLY
WITH THE REQUIREMENTS AND PROVISIONS OF DEPARTMENT OF PUBLIC WORKS PERMIT
NUMBERS #11IE-0160 & #11IE-0161 AND TO COMPLY WITH ARTICLE 2.4 OF THE SAN
FRANCISCO PUBLIC WORKS CODE.

CITY AND COUNTY OF SAN FRANCISCO

BY: _____
NAME:
TITLE:

Citibank, N.A.

DATE : JUN. 20, 2011

IRREVOCABLE LETTER OF CREDIT NO. 63657936

EXPIRATION DATE: AUGUST 31, 2011

ISSUING BANK:
CITIBANK, N.A.
C/O CITICORP NORTH AMERICA, INC.
3800 CITIBANK CENTER
BUILDING B, 3RD FLOOR
TAMPA, FL 33610

BENEFICIARY:
DEPARTMENT OF PUBLIC WORKS
CITY AND COUNTY OF SAN FRANCISCO
875 STEVENSON STREET, ROOM 460
SAN FRANCISCO, CA 94103

RE: PUBLIC WORKS AT 833-881 JAMESTOWN AVENUE, SAN FRANCISCO (THE
"PROPERTY").

FOR THE ACCOUNT OF JAMESTOWN EQUITY PARTNERS, LLC, A DELAWARE
LIABILITY COMPANY ("JAMESTOWN LLC"), CITIBANK, N.A. (THE
"BANK") HEREBY OPENS IN FAVOR OF THE DEPARTMENT OF PUBLIC
WORKS, CITY AND COUNTY OF SAN FRANCISCO ("BENEFICIARY") AN
IRREVOCABLE LETTER OF CREDIT NO. 63657936 (THIS "LETTER OF
CREDIT") IN AN AMOUNT EQUAL TO U.S. NINETY-FIVE THOUSAND
DOLLARS (\$95,000)(THE "LETTER OF CREDIT AMOUNT") EFFECTIVE
UPON THE ISSUANCE DATE SET FORTH ABOVE AND EXPIRING ON THE
EXPIRATION DATE SET FORTH ABOVE (OR IF SUCH EXPIRATION DATE IS
NOT A BUSINESS DAY, THE NEXT FOLLOWING BUSINESS DAY).

THIS LETTER OF CREDIT IS BEING PROVIDED IN CONNECTION WITH THOSE
CERTAIN DEPARTMENT OF PUBLIC WORKS PERMIT NUMBERS #11IE-0160 &
#11IE-0161 (THE "DPW PERMITS") PURSUANT TO WHICH JAMESTOWN LLC
HAS BEEN GRANTED PERMISSION TO EXCAVATE AND PERFORM CERTAIN
STREET AND/OR SIDEWALK WORK ADJACENT TO THE AFORESAID PROPERTY.

THE LETTER OF CREDIT AMOUNT WILL BE AVAILABLE TO BENEFICIARY
AGAINST A SIGHT DRAFT DRAWN ON THE BANK AND COMPLETED BY THE
BENEFICIARY IN THE FORM ATTACHED AS ATTACHMENT I HERETO (A
"DRAFT"). PARTIAL DRAWINGS ARE ALLOWED UNDER THIS LETTER OF
CREDIT.

THE BANK SHALL BE DISCHARGED OF ALL OBLIGATIONS TO BENEFICIARY
UNDER THIS LETTER OF CREDIT, AND THIS LETTER OF CREDIT SHALL
AUTOMATICALLY EXPIRE, UPON THE EARLIEST TO OCCUR OF (A) THE
PAYMENT TO BENEFICIARY OF AMOUNTS UP TO THE LETTER OF CREDIT
AMOUNT HEREOF, (B) THE EXPIRATION DATE HEREOF (OR IF SUCH
EXPIRATION DATE IS NOT A BUSINESS DAY, THE NEXT FOLLOWING
BUSINESS DAY), OR (C) THE BENEFICIARY'S WRITTEN CONFIRMATION
THAT THEY HAVE ACCEPTED A SUBSTITUTE "DEPOSIT" (AS DEFINED IN

Citibank,N.A.

SAN FRANCISCO PUBLIC WORKS CODE SECTION 2.4.40).

SUBJECT TO THE PRECEDING PARAGRAPH, THE BANK WILL HONOR THE BENEFICIARY'S DRAFT DRAWN IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT IF SUCH DRAFT IS RECEIVED BY THE BANK AT ANY TIME DURING THE PERIOD COMMENCING ON THE ISSUANCE DATE AND ENDING AT 5:00 P.M. EASTERN TIME ON EXPIRATION DATE (OR IF THE EXPIRATION DATE IS NOT A BUSINESS DAY, THE NEXT FOLLOWING BUSINESS DAY) AT THE OFFICE OF THE BANK'S SERVICER, CITICORP NORTH AMERICA, INC., 3800 CITIBANK CENTER, BUILDING B, 3RD FLOOR, TAMPA, FL 33610.

IN LIEU OF DELIVERY OF AN ORIGINAL DRAFT DRAWN UNDER THIS LETTER OF CREDIT, SUCH DRAFT MAY BE TRANSMITTED BY BENEFICIARY TO THE BANK BY FAX TRANSMISSION TO FAX NO. 813-604-7187 ATTENTION: US STANDBY TEAM, OR SUCH OTHER FAX NUMBER IDENTIFIED BY THE BANK IN A WRITTEN NOTICE TO BENEFICIARY. TO THE EXTENT A PRESENTATION IS MADE BY FAX TRANSMISSION, BENEFICIARY SHALL PROVIDE TELEPHONE NOTIFICATION THEREOF TO THE BANK TO PHONE NUMBER 866-498-8670 PRIOR TO OR SIMULTANEOUSLY WITH THE SENDING OF SUCH FAX TRANSMISSION, PROVIDED, HOWEVER, THAT THE BANK'S RECEIPT OF SUCH TELEPHONE NOTICE SHALL NOT BE A CONDITION TO PAYMENT HEREUNDER.

DRAFTS PRESENTED TO THE BANK AT THE ADDRESS SET FORTH ABOVE OR BY FAX TRANSMISSION AS SET FORTH ABOVE NO LATER THAN 10:00 A.M. EASTERN TIME ON ANY BUSINESS DAY SHALL BE HONORED ON THE SECOND BUSINESS DAY THEREAFTER, BY PAYMENT IN ACCORDANCE WITH BENEFICIARY'S PAYMENT INSTRUCTIONS THAT ACCOMPANY THE BENEFICIARY'S DRAFT. IF REQUESTED BY BENEFICIARY, PAYMENT UNDER THIS LETTER OF CREDIT MAY BE MADE BY WIRE TRANSFER OF IMMEDIATELY AVAILABLE FUNDS TO BENEFICIARY'S ACCOUNT AS SPECIFIED IN THE DRAFT, OR BY DEPOSIT OF SAME DAY FUNDS IN BENEFICIARY'S DESIGNATED ACCOUNT THAT IT MAINTAINS WITH THE BANK. DRAFTS PRESENTED AFTER 10:00 A.M. EASTERN TIME WILL BE HONORED ON THE THIRD BUSINESS DAY.

AS USED HEREIN, "BUSINESS DAY" MEANS ANY DAY ON WHICH BANKING INSTITUTIONS LOCATED IN NEW YORK ARE NOT REQUIRED OR AUTHORIZED BY LAW OR EXECUTIVE ORDER TO CLOSE.

THIS LETTER OF CREDIT SETS FORTH IN FULL THE BANK'S UNDERTAKING. EXCEPT FOR THE DRAFT REFERRED TO IN THIS LETTER OF CREDIT AND FOR THE FINAL PARAGRAPH OF THIS LETTER OF CREDIT, THE BANK'S UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED, AMPLIFIED OR LIMITED BY ANY DOCUMENT, INSTRUMENT OR AGREEMENT REFERRED TO IN THIS LETTER OF CREDIT. EXCEPT FOR THE DRAFT REFERRED TO IN THIS LETTER OF CREDIT, ANY REFERENCE TO THIS LETTER OF CREDIT IN ANY OTHER DOCUMENT, INSTRUMENT OR AGREEMENT SHALL NOT BE DEEMED TO INCORPORATE INTO THIS LETTER OF CREDIT BY REFERENCE ANY SUCH DOCUMENT, INSTRUMENT OR AGREEMENT.

THIS LETTER OF CREDIT SHALL BE GOVERNED BY AND SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO.

PAGE 2 OF 3

Citibank, N.A.

600 ("UCP"), AND TO THE EXTENT NOT INCONSISTENT WITH THE UCP,
INTERNAL LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO
CONFLICTS OF LAW PROVISIONS).

A handwritten signature in cursive script, appearing to read "Joseph A. ...", is written over a horizontal line.

AUTHORIZED SIGNATURE(S).
CITIBANK, N.A.

ATTACHMENT I
TO
LETTER OF CREDIT

SIGHT DRAFT

_____, 20__

CITIBANK, N.A.
390 GREENWICH STREET
MIDDLE OFFICE
NEW YORK, NEW YORK 10013

RE: IRREVOCABLE LETTER OF CREDIT NO. 63657936

THE CITY AND COUNTY OF SAN FRANCISCO, DEPARTMENT OF PUBLIC WORKS
("BENEFICIARY") HEREBY DEMANDS PAYMENT OF U.S. \$ _____ IN IMMEDIATELY
AVAILABLE UNDER YOUR IRREVOCABLE LETTER OF CREDIT NO. 63657936 VIA WIRE
PAYMENT TO THE FOLLOWING ACCOUNT:

ABA NUMBER:
ACCOUNT NUMBER:
NOTE:

BENEFICIARY HEREBY REPRESENTS, WARRANTS, AND CERTIFIES TO CITIBANK, N.A.
THAT JAMESTOWN EQUITY PARTNERS, LLC OR ITS AGENTS HAVE FAILED TO COMPLY
WITH THE REQUIREMENTS AND PROVISIONS OF DEPARTMENT OF PUBLIC WORKS PERMIT
NUMBERS #11IE-0160 & #11IE-0161 AND TO COMPLY WITH ARTICLE 2.4 OF THE SAN
FRANCISCO PUBLIC WORKS CODE.

CITY AND COUNTY OF SAN FRANCISCO

BY: _____
NAME:
TITLE:

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City and County of San Francisco
Director of Property
25 Van Ness Avenue, Suite 400
San Francisco CA 94102

**EASEMENT AGREEMENT
(Temporary Construction Easement)**

This Easement Agreement ("**Agreement**") is made by and between Jamestown Equity Partners, LLC, a Delaware limited liability company ("**Grantor**"), and the City and County of San Francisco, a municipal corporation ("**City**"), with reference to the following facts:

A. Grantor is the owner of that certain real property situated in the City and County of San Francisco, State of California, on Assessor's Block 4991, Lot 277, more particularly described in **Exhibit A** attached to this Agreement, and hereinafter referred to as the "**Burdened Property**".

B. City has issued or is prepared to issue to Grantor a permit (the "**Street Improvement Permit**") to construct certain street improvements (the "**Street Improvements**"), as more particularly described in the approved plans and specifications prepared for Grantor by KCA Engineers, Inc., entitled "Sidewalk Improvement Plan, Southerly Side of Jamestown Avenue, Between Hawes Street and Redondo Street" dated April 21, 2011, and approved by or on behalf of the Director of the San Francisco Department of Public Works (the "**Director**"), on April 21, 2011, and as may be further amended and approved from time to time by or on behalf of the Director, (the "**Street Improvement Plans**").

C. City desires a temporary easement over the Burdened Property in order to construct, install, maintain and repair the Street Improvements as provided herein. This Agreement is entered into by Grantor and City in order to provide the terms and conditions of the Temporary Construction Easement (defined below).

NOW, THEREFORE, for valuable consideration, the receipt of which each of the parties hereto does hereby acknowledge, the parties hereto do hereby agree as follows:

1. Grant of Easement. Subject to the provisions of this Agreement, Grantor hereby grants to City a nonexclusive temporary easement over the Burdened Property for the following purposes: (a) construction of the Street Improvements on the Burdened Property in the event and to the extent that City exercises its rights under the Street Improvement Permit to complete the Street Improvements, or portion or component thereof, in accordance with the Improvement Plans or to correct defects to the Street Improvements not corrected by Grantor during the warranty period (the "**Warranty Period**") under the Street Improvement Permit (the "**Temporary**

Construction Easement"); and (b) to maintain the Street Improvements in the event and to the extent Grantor fails to fulfill its maintenance obligation during the Warranty Period with respect thereto and provided that Grantor fails to cure such default within thirty (30) days after receipt of written notice from City regarding the default (the "*Maintenance Easement*"). The Temporary Construction Easement and Maintenance Easement are collectively referred to as the "*Easement*".

2. Limitation on Use. City acknowledges that the Easement granted herein is nonexclusive. City agrees that the use of the Easement granted herein shall not impede work (a) required to be performed by a private or public utility company to repair or maintain any functioning, in-place utility facility located on the Burdened Property, provided that Grantor shall use reasonable efforts to attempt to cause the utility to perform such work in a manner that will not unreasonably interfere with the City's use of the Burdened Property, at no additional cost to Grantor, (b) by Grantor and successor owners as may reasonably be required for the construction, installation, maintenance, repair, replacement or renewal of improvements on, under or above the Burdened Property consistent with the use of the Burdened Property, or (c) by Grantor, adjacent property owners or ground lessees in its or their development of adjacent properties.

3. Term of Easement.

(a) Term. The Easement granted in Section 1 of this Agreement shall commence on the date hereof ("*Effective Date*"). The Easement granted shall terminate one (1) year from the date hereof unless City, through appropriate action of the Board of Supervisors taken prior to such date, extends the term hereof, in which event the Agreement shall terminate in accordance with Section 3(b). In the event City exercises its option to extend the Agreement, the Agreement shall be extended as stated above subject to the terms and conditions of this Agreement. The City may terminate the Easement or any portion thereof at any time as to all or any portion of the Burdened Property by written notice to the Grantor.

(b) Termination of Easement. Unless earlier terminated in accordance with Section 3(a), the Construction Easement shall terminate automatically as to all or applicable portions of the Burdened Property upon the completion of the Street Improvements or a portion or component thereof, and expiration of the Warranty Period under the Street Improvement Permit, without any claim for defect having been brought thereunder. The Maintenance Easement shall terminate automatically as to all or applicable portions of the Burdened Property upon the Director's or the Director's designees, determination, in accordance with the Street Improvement Permit for the Street Improvements, that the Street Improvements, or a portion or component thereof, is complete. Upon such event or determination, the Burdened Property subject to the Easement shall revert, without further action by the Board of Supervisors of the City and County of San Francisco, to the Grantor or its successors and assigns free and clear of the Easement.

(c) Quitclaim. Upon the termination, in whole or in part, in accordance with this Section 3, of the Easement granted in Section 1 of this Agreement, the Director of Property for City shall upon Grantor's request cause to be executed, acknowledged and delivered on behalf of City to Grantor a quitclaim deed to evidence such termination (without further action of the Board of Supervisors of City).

4. Condition of Burdened Property and Easement Area.

(a) As-Is. Grantor makes no representations or warranties whatsoever, under this Agreement with respect to the current physical condition of the Burdened Property and Grantor shall have no responsibility under this Agreement with respect thereto (except as otherwise specifically set forth herein), and the use of the Easement granted herein shall be with the Burdened Property in its "as is" physical condition, except as otherwise specifically provided herein. City hereby waives any and all claims against Grantor arising from, out of or in connection with the suitability of the physical conditions of the Burdened Property for the uses permitted under this Agreement. However, Grantor shall not take any action that would unreasonably impair the ability of City to use the Easement.

5. No Liability; Indemnity.

(a) No Liability. City, by acceptance of the Easement, shall not in any event whatsoever be liable for any injury or damage to any person happening on or about the Burdened Property, for any injury or damage to the Burdened Property, or to any property of any tenant or occupant, or to any property of any other person, entity or association on or about the Burdened Property, except only such injury or damage as is caused exclusively by the willful misconduct or gross negligence of City.

(b) Indemnification. Grantor, and each successor and assign to Grantor holding an interest in the Burdened Property, shall defend, hold harmless and indemnify City and its respective commissioners, officers, departments, agencies and other subdivisions, agents and employees, of and from all claims, losses, damages, injuries, actions, causes of action and liabilities of every kind, nature and description directly or indirectly arising from the Easement or the use or condition of the Easement; provided, however that this Section 5(b) shall not be deemed or construed to and shall not impose an obligation to indemnify and save harmless City or any of its commissioners, officers, departments, agencies and other subdivisions, agents or employees from any claim, loss, damage, liability or expense, of any nature whatsoever, caused exclusively by the willful misconduct or gross negligence of the person or entity seeking such indemnity.

6. Enforcement. City, but not the general public, shall have all rights and remedies at law and in equity in order to enforce the Easement and the terms of this Agreement (including, but not limited to, remedies for violation of a street improvement permit). All rights and remedies available to City under this Agreement or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other available right or remedy. In the event of any breach of this Agreement, the City shall be entitled to recover all attorneys' fees and costs reasonably incurred in connection with City's enforcement activities and actions.

7. Litigation Expenses.

(a) General. If either party hereto brings an action or proceeding (including any cross-complaint, counterclaim, or third-party claim) against the other party by reason of a default, or otherwise arising out of this Agreement, the prevailing party in such action or

proceeding shall be entitled to its costs and expenses of suit, including but not limited to reasonable attorneys' fees, which shall be payable whether or not such action is prosecuted to judgment. "Prevailing Party" within the meaning of this Section 7 shall include without limitation, a party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action.

(b) Appeal. Attorneys' fees under this Section shall include reasonable attorneys' fees on any appeal, and, in addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs and expenses incurred in connection with such action.

(c) Fee Award for City Attorneys. For purposes of this Agreement, reasonable fees of attorneys of the City Attorney's Office shall be based on the fees regularly charged by private attorneys with an equivalent number of hours of professional experience in the subject matter area of the law for which City's services were rendered who practice in the City and County of San Francisco, State of California, in law firms with approximately the same number of attorneys as employed by the Office of City Attorney.

8. Time. Time is of the essence of this Agreement and each and every part hereof.
9. Amendment. This Agreement may be amended or otherwise modified only in writing signed and acknowledged by Grantor and City, or the respective successors and assigns of each.
10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be entitled to be the original and all of which shall constitute one and the same agreement.
12. References; Titles. Wherever in this Agreement the context requires, reference to the singular shall be deemed to include the plural. Titles of sections and paragraphs are for convenience only and neither limit nor amplify the provisions of this Agreement.
13. Notice. Any notice given under this Agreement shall be in writing and given by delivering the notice in person, by commercial overnight courier that guarantees next day delivery and provides a receipt, or by sending it by registered or certified mail, or Express Mail, return receipt requested, with postage prepaid, to the mailing address listed below or any other address notice of which is given.

Grantor: Jamestown Equity Partners, LLC
1201 Pine Street, Suite 151
Oakland, CA 94607

with a copy to: Reuben & Junius, LLP
One Bush Street, Suite 600
San Francisco, CA 94104
Attention: Jay F. Drake

City: Director of Department of Public Works
Department of Public Works
City and County of San Francisco
Room 348, City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102

with copies to: City Attorney, City of San Francisco
Room 234, City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4682
Attention: Land Use Division

and to: Director of Property
Real Estate Department
25 Van Ness Avenue, Suite 400
San Francisco, California 94102

Any mailing address number may be changed at any time by giving written notice of such change in the manner provided above at least ten (10) days prior to the effective date of the change. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal receipt actually occurs or, if mailed, on the delivery date or attempted delivery date shown on the return receipt.

14. Exclusive Benefit of Parties. The provisions of this Agreement are for the exclusive benefit of Grantor and City and their successors and assigns, subject to the provisions hereof, and not for the benefit of nor give rise to any claim or cause of action by any other person; and this Agreement shall not be deemed to have conferred any rights upon any person except Grantor and City. Nothing herein shall be deemed a dedication of any portion of the Burdened Property to or for the benefit of the general public.

15. Severability. If any provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement (or the application of such provisions to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this Agreement, unless specifically conditioned upon such invalid or unenforceable provision, shall be valid and enforceable to the fullest extent permitted by law.

16. Entire Agreement. This Agreement, together with any attachments hereto or inclusions by reference, constitute the entire agreement between the parties on the subject matter hereof, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties hereto with respect to the easement which is the subject matter of this Agreement.

17. Compliance With Laws. Grantor, at Grantor's expense, shall comply with all laws, statutes, ordinances, rules and regulations of federal, state and local authorities (including, without limitation, City itself) having jurisdiction over the Burdened Property, now in force or

hereafter adopted, with respect to the use by the public of the Easement under the authority of the easement herein granted.

18. Default. The failure to perform any covenant or obligation of a party hereunder and to cure such non-performance within thirty (30) days of written notice by the party to whom performance is owed shall constitute a default hereunder, provided that if more than thirty (30) days are reasonably required for such cure, no event of default shall occur if the defaulting party commences such cure within such period and diligently prosecutes such cure to completion. Upon such default, the non-defaulting party shall be entitled to all remedies and means to cure or correct such default, both legal and equitable, allowed by operation of law except termination of the easement herein granted.

19. Burden on Land. The Easement created by this Agreement shall be a burden on the Burdened Property, which burden shall run with the land and shall be binding on any future owners and encumbrances of the Burdened Property or any part thereof and their successors and assigns.

20. Survival. All representations, warranties, and waivers given or made hereunder shall survive termination of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on July 11, 2011.

CITY:

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation

By: _____
Amy L. Brown
Director of Property

GRANTOR:

JAMESTOWN EQUITY PARTNERS, LLC,
a Delaware limited liability company

By: JTMM, LLC,
a California limited liability company
Title: Managing Member

By: _____
Name: Richard M. Holliday
Title: Manager

APPROVED AS TO FORM:

DENNIS HERRERA,
City Attorney

By: _____
John Malamut
Deputy City Attorney

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGEMENT

State of California
County of Alameda

On July 11, 2011 before me,
Cleya Ormiston, Notary Public

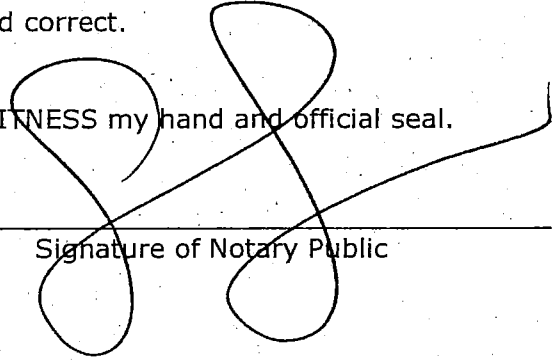
(here insert name and title of the officer)

personally appeared
Richard M. Holliday, Manager

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

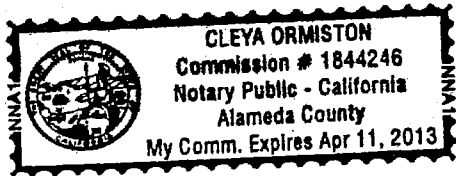
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public

(Notary Seal)



CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGEMENT

State of California

County of _____

On _____ before me,

(here insert name and title of the officer)
personally appeared

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

EXHIBIT A

Legal Description – 831-881 Jamestown Avenue

All that certain real property in the City & County of San Francisco, State of California described as follows:

LOT 277, AS SHOWN ON THE MAP ENTITLED "PARCEL MAP BEING A SUBDIVISION OF THE LAND DESCRIBED IN THOSE CERTAIN GRANT DEEDS FILED OCTOBER 2, 1998 IN REEL H232 O.R. PAGES 0494 & 0496, BEING A SUBDIVISION OF PORTIONS OF LOT 245 OF ASSESSOR'S BLOCK NO. 4991, SAN FRANCISCO CALIFORNIA," FILED ON JUNE 11, 2001 IN PARCEL MAP BOOK 45 AT PAGE 10 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

Assessor's Block No. 4991, Lot No. 277

EXHIBIT A