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Escrow No. 512772

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

BRENDA DAVIS
SANTA CLARA COUNTY RECORDER
Recorded at the request of
First American Title Company

RDE # 101
8/06/1997
8:00 AM

CONSENT TO ASSIGNMENT,
SUBLEASE AND DEEDS OF TRUST

THIS CONSENT TO ASSIGNMENT AND ASSUMPTION, SUBLEASE AND DEEDS OF TRUST (this "Consent") is executed by and between THE CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, acting by and through its Public Utilities Commission ("City"), MOUNTAIN VIEW ASSOCIATES LIMITED PARTNERSHIP, a District of Columbia limited partnership doing business in the State of California as California-Mountain View Associates Limited Partnership ("Assignor"), and MID-PENINSULA HOUSING COALITION, a California nonprofit public benefit corporation ("Assignee"), and MP SHORELINE ASSOCIATES LIMITED PARTNERSHIP, a California limited partnership ("Subtenant").

12-42-251

RECITALS

A. City currently leases for parking purposes approximately 1.96 acres of land (the "Premises") to Assignor pursuant to a fifty-one (51) year ground lease dated as of February 26, 1980 (the "Lease"), which Lease expires March 31, 2031. The Lease was recorded in the Official Records of Santa Clara County on March 31, 1980 at Book F237, Page 595.

B. In connection with the sale of Assignor's low-income housing complex adjacent to the Premises to Assignee (the "Adjacent Housing Complex"), Assignor, Assignee and Subtenant have requested City's consent to: (i) an assignment of Assignor's interest in the Lease to Assignee (the "Assignment"); (ii) Assignee's sublet of the premises to Subtenant (the "Sublet"); (iii) the encumbrance of the Assignee's interest in the Lease and Subtenant's interest in

the sublease with a first priority \$6,786,733 deed of trust in favor of Comerica Bank - California, a California banking corporation (the "First Deed of Trust"); and (iv) the encumbrance of the Assignee's interest in the Lease with second and third priority deeds of trust (\$747,134 and \$320,031 respectively) in favor of the City of Mountain View, a municipal corporation (collectively with the First Deed of Trust, the "Deeds of Trust"). Comerica Bank - California and the City of Mountain View are collectively referred to herein as the "Lenders".

C. City is willing to consent to the above items subject to the terms and conditions set forth below.

CONSENT

1. City hereby consents to the Assignment, Sublet and Deeds of Trust, subject to the following conditions which are agreed to by Assignor, Assignee, and Subtenant: (i) Assignor shall not be released or discharged from any existing liability under the Lease, and Assignor shall remain liable for the performance of each and every obligation under the Lease prior to the effective date of the Assignment; (ii) this Consent shall not be deemed a consent to any subsequent assignment, sublet or encumbrance, but rather any subsequent assignment, sublet or encumbrance shall require the prior written consent of City; (iii) nothing in this Consent or in the Assignment, Sublet or Deed of Trust documents shall be construed to modify, amend, waive, terminate or affect any of the provisions, covenants or conditions in the Lease, or to waive any past, present or future breach or default under the Lease; (iv) in the event that City terminates the Lease, City shall have no liability to Subtenant and no obligation to enter into a new lease with Subtenant or to permit Subtenant to remain on the Premises; (v) under no circumstances shall Assignee or Subtenant permit any lien or encumbrance on the Landlord's fee interest in the Premises in connection with any financing or otherwise; (vi) City shall not subordinate its interest in the Premises to any leasehold mortgagee or beneficiary, including but not limited to the Lenders; (vii) all rights acquired by a mortgagee or beneficiary under the Deeds of Trust, or any purchaser at a foreclosure sale, shall be subject to each and all of the covenants, conditions and restrictions set forth in the Lease

(including the assignment and subletting restrictions) and to all rights of City under the Lease - none of such covenants, conditions and restrictions shall be waived by City by virtue of a foreclosure under the Deeds of Trust; (viii) the execution of the Deeds of Trust shall not give the Lenders or any foreclosure purchaser any greater rights than those granted to the tenant under the Lease; (ix) a mortgagee or purchaser at foreclosure sale, upon acquiring Assignor's interest in the Lease, shall be required to promptly cure any and all defaults existing under the Lease; and (x) in the event of any conflict between the terms of this Consent and the terms contained in the Assignment, Sublet or Deed of Trust Documents, the terms of this Consent shall prevail.

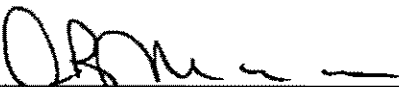
2. Assignor's interest under the Lease cannot be transferred without a simultaneous transfer of the Adjacent Housing Complex. Accordingly, Lenders agree that there can be no foreclosure under the Deeds of Trust without a simultaneous foreclosure of the Lenders' interest in the Adjacent Housing Complex. Any attempted transfer of Assignor's interest in the Lease without a simultaneous transfer to the same entity of the fee ownership in the Adjacent Housing Complex shall be null and void.

3. Each of the parties hereto represents and warrants that it has the full power and authority to execute this Consent, and that such execution has been duly authorized.

IN WITNESS WHEREOF, the parties hereto have executed this Consent as of July 24, 1997.

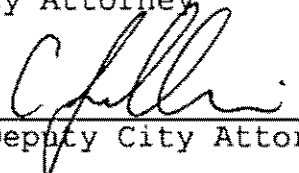
CITY

THE CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation

By: 
General Manager
Public Utilities Commission
ANSON B. MORAN

APPROVED AS TO FORM:

LOUISE H. RENNE
City Attorney


Deputy City Attorney

ASSIGNOR

MOUNTAIN VIEW ASSOCIATES LIMITED PARTNERSHIP, a District of Columbia limited partnership doing business in the State of California as California-Mountain View Associates Limited Partnership

By: The John Stewart Company, a California corporation, its general partner

By: [Signature]

Its: [Signature]

Name: John Kenneth Stewart, Jr.

ASSIGNEE

MID-PENINSULA HOUSING COALITION, a California nonprofit public benefit corporation

By: [Signature]

Its: Ex Director

Name: Fran wagstaff

SUBTENANT:

MP SHORELINE ASSOCIATES LIMITED PARTNERSHIP, a California limited partnership

By: [Signature]

Its: Ex Director

Name: Fran Wagstaff

AUTHORIZED BY PUBLIC UTILITIES COMMISSION

Resolution No. 97-0218

Adopted July 25, 1997

Attest Romaine A. Boldridge
Secretary

Public Utilities Commission

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

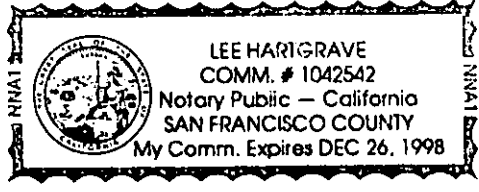
State of CALIFORNIA

County of SAN FRANCISCO

On JULY 25, 1997 before me LEE HARTIGRAVE, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared ANSON B. MORAN
Name(s) of Signer(s)

personally known to me - OR - 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.



WITNESS my hand and official seal

[Handwritten Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: CONSENT TO ASSIGNMENT, RELEASE AND DEED OF TRUST

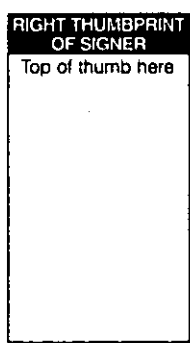
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

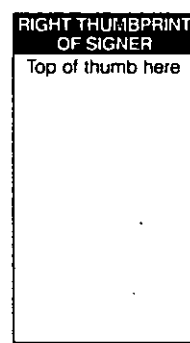
- Individual
- Corporate Officer
- Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

Signer's Name: _____

- Individual
- Corporate Officer
- Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

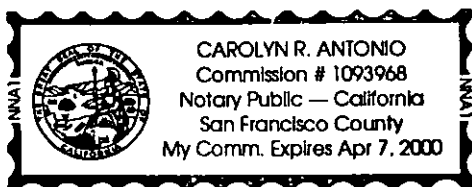
State of CALIFORNIA

County of SAN FRANCISCO

On JULY 22, 1997 before me, CAROLYN R. ANTONIO
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared FRAN WAGSTAFF + JOAN KENNETH STEWART, JR.
Name(s) of Signer(s)

personally known to me – OR – 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.



WITNESS my hand and official seal.

Carolyn R. Antonio
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

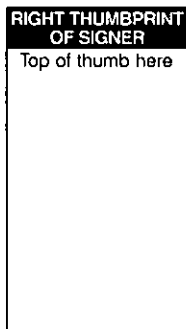
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

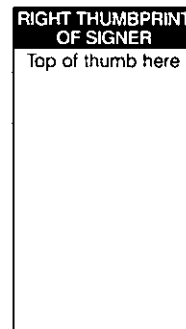
Signer Is Representing:



Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing:



Declaration San Francisco Administrative Code Chapter 12B Nondiscrimination in Contracts



A. What is Chapter 12B of the Administrative Code?

Chapter 12B of the S.F. Administrative Code is entitled "Nondiscrimination in Contracts," and requires companies providing products or services to, or acquiring a real property interest from, City government to agree not to discriminate against specified groups for specified reasons, and to include a similar provision in subcontracts and other agreements. Those provisions are the subject of this form. The text of Chapter 12B is posted on the Web at: www.sfhumanrights.org/lgbth.

If you cannot fulfill all the requirements of Chapter 12B, the City cannot do business with you, except under very limited circumstances. (See Sec. 12B.5-1.)

Chapter 12B also requires contractors to submit workforce reports and affirmative action plans to the City for review. Those documents, however, are not related to this Information Sheet or Declaration and are considered separately on a bid-by-bid basis.

The Human Rights Commission is the City department responsible for enforcing the provisions of Chapter 12B.

B. What City contracts are covered by Chapter 12B?

- Contracts where the City purchases products, services or construction.
- Leases of property owned by the City. In these cases, the City is the landlord.
- Concessions or franchises granted by the City.

C. What are the specified groups?

You may not discriminate against:

- your employees
- an applicant for employment
- any employee of City government
- a member of the public having contact with you.

D. What are the prohibited types of discrimination?

You may not discriminate against the specified groups for the following reasons (see Question 1a on reverse):

- race
- creed
- ancestry
- sex
- sexual orientation
- HIV status
- color
- national origin
- age
- disability
- gender identity (transgender status)
- in the provision of benefits, discriminating between employees with spouses and employees with domestic partners, or between the spouses and domestic partners of employees, subject to the conditions listed in F.2 below.

E. How are subcontracts affected?

For any subcontract, sublease, or other subordinate agreement you enter into which is related to a contract you have with the City, you must include a nondiscrimination provision as required by Sec. 12B.1(a) and 12B.2. (See Question 1b on reverse.) The subcontracting provision need not include nondiscrimination in benefits as part of the nondiscrimination requirements. If you're unsure whether a contract qualifies as a subcontract, contact the City department administering the (prime) contract. "Subcontract" also includes any subcontract of your subcontractor for performance of 10% or more of the subcontract.

F. Nondiscrimination in benefits for spouses and domestic partners

1. Who are domestic partners?

If your employee and another person are currently registered as domestic partners with a state, county or city which authorizes such registration, then those two people are domestic partners. It doesn't matter where the domestic partners now live, or whether they are a same-sex couple or an opposite-sex couple.

2. What is nondiscrimination in benefits?

You must provide the same benefits to employees with spouses and employees with domestic partners, and to spouses and domestic partners of employees, subject to the following qualifications (see Question 2c on reverse):

- If your cost of providing a benefit for an employee with a domestic partner exceeds that of providing it for an employee with a spouse, or vice versa, you may require the employee to pay the excess cost.
- If you are unable to end discrimination in benefits, despite taking all reasonable measures to do so, you must provide the employee with a cash equivalent. This qualification is intended to address situations where your benefits provider will not provide equal benefits and you are unable to find an alternative source. (See Question 2d on reverse.)
- The law does not require any benefits be offered to spouses or domestic partners. It does require, however, that whatever benefits are offered to spouses be offered equally to domestic partners, and vice versa.

3. Examples of benefits

The law is intended to apply to all benefits offered to employees with spouses and employees with domestic partners. A sample list appears in Question 2c on reverse.

G. Form required

Complete the other side of this form to tell the City whether you comply with Chapter 12B's nondiscrimination requirements. After June 1, 1997, when a contract is amended or when a new contract is awarded, the City will require you to complete the form. All parties to a Joint Venture must submit separate Declarations.

Please submit an original of the Declaration and keep a copy for your records. If a City department should ask you to complete the form again, you may submit a copy of the form you originally submitted, unless you are advised otherwise.

H. Attachments

If you provide equal benefits, as indicated by your answers to Question 2c on reverse, **YOU MUST ATTACH DOCUMENTATION TO THIS FORM**, unless documentation does not exist. See item 3, "Documentation for Nondiscrimination in Benefits," on reverse. If documentation does not exist, attach an explanation (e.g., some of your policies are informal and unwritten).

1. If your answers change

If, after you submit the Declaration, your company's nondiscrimination policy or benefits change such that the information you provided to the City is no longer accurate, you must advise the City promptly by submitting a new Declaration.

Chapter 12B Declaration: Nondiscrimination in Contract and Benefits.

1. Nondiscrimination--Protected Classes Yes No

a. Is it your company's policy that you will not discriminate against your employees, applicants for employment, employees of the City, or members of the public for the following reasons:

- race
• sex
• color
• creed
• national origin
• ancestry
• age
• disability
• sexual orientation
• gender identity (transgender status)
• HIV status

b. Do you agree to insert a similar nondiscrimination provision in any subcontract you enter into for the performance of a substantial portion of the contract you have with the City?

If you answered "no" to any part of 1a, or 1b, the City cannot do business with you.

Item 2 does not apply to subcontracts or subcontractors.

2. Nondiscrimination--Spousal and Domestic Partner Benefits

a. Do you provide, or offer access to, any benefits to employees with spouses or to spouses of employees?

b. Do you provide, or offer access to, any benefits to employees with domestic partners (DPs) or to domestic partners of employees?

If you answered "no" to both 2a and 2b, skip 2c and 2d, and sign, date and return the form. If you answered "yes" to 2a or 2b, continue to 2c.

Table with columns: Yes, for Spouses, Yes, for DPs, No. Rows include Medical, Pension, Bereavement, Family leave, Parental leave, Employee assistance programs, Relocation and travel, Company discounts, Credit union, Child care, Other.

d. If you answered "yes" to 2a or 2b, and in 2c indicated that you do not provide equal benefits, you may still comply with Chapter 12B if you have taken all reasonable measures to end discrimination in benefits, have been unable to do so, and now provide employees with a cash equivalent.

(1) Have you taken all reasonable measures?
(2) Do you provide a cash equivalent?

3. Documentation for Nondiscrimination in Benefits (Questions 2c and 2d only)

If you answered "yes" to any part of Question 2c or to Question 2d, you must attach to this form those provisions of insurance policies, personnel policies, or other documents you have which verify your compliance with Question 2c or 2d.

I declare (or certify) under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 16 day of JULY, 1997, at REDWOOD CITY, CALIFORNIA.

MID-PENINSULA HOUSING COALITION

Name of Company (please print)
Signature
FRAN WAGSTAFF

Name of Signatory (please print)
EXECUTIVE DIRECTOR

Title
415 299-8000
Telephone Number

Gen'l Address { 658 BAIR ISLAND RD #300
Mailing Address for General Corresp., Orders, etc.
REDWOOD CITY, CA 94063
City, State, ZIP

Remit Address { Remittance Address, if different
City, State, ZIP
23-7089977
Federal ID or Social Security Number

- Check here if your address has changed.
[X] Check here if your organization is nonprofit.

Vendor Number (if known)
Approx. number of employees in the U.S.: 120



Mid-Peninsula Housing Coalition

658 Bair Island Road, Suite 300
Redwood City, California 94063
Tel. [415] 299-8000
Fax [415] 299-8010

Question 2c documentation

Medical (health, dental, vision)

Mid-Peninsula Housing Coalition (MPHC) offers employees working 30 hours or more per week medical, drug, vision and dental insurance. Employees may choose from an HMO or a Point of Service Plan. The total cost of employee health insurance is paid for by MPHC.

Regarding spouse and other dependent insurance, if an employee chooses to insure her/his spouse (and dependents) through the company program, MPHC will pay 25% of the additional insurance premium.

For registered Domestic Partners (DP) of employees, MPHC will pay 25% of the monthly health insurance premium. As with other employees, this benefit is received only if the DP has health insurance that is otherwise paid for by the employee.

Other Areas

For the other three benefit areas checked--employee assistance programs; company discounts, facilities, events; and credit union--MPHC has no written policies. Spouses have participated in such programs, and DP's are welcome as well (i.e., workshops, company picnic, a joint credit union account). (The DP column in these benefit areas was incorrectly not checked in our original submission. This has been changed.)

July 18, 1997

EMPLOYEE PREMIUM COSTS

FHP/TAKECARE

HMO

Med/Drug/Vision Dental Life/AD&D

| | | | |
|-------------|--------|-------|------|
| Single (EE) | 154.06 | 29.61 | 5.55 |
| Two Party | 319.68 | 59.12 | - |
| Family | 424.35 | 88.33 | - |

POS

Med/Drug/Vision Dental Life/AD&D

| | | | |
|-------------|--------|-------|------|
| Single (EE) | 173.89 | 29.61 | 5.55 |
| Two Party | 361.03 | 59.12 | - |
| Family | 479.93 | 88.33 | - |

*** EE COST / PPP**

146.34 \$73.17
246.75 \$123.38

*** EE COST / PPP**

162.48 \$81.24
273.57 \$136.79

*Employee cost reflects 25% contribution from MPHMC
PPP- per pay period*

Dental coverage includes orthodontia coverage.

COBRA participants, add 2% administration fee to total.

City and County of San Francisco



Willie Lewis Brown, Jr.
Mayor

Human Rights Commission

Contract Compliance
Dispute Resolution/Fair Housing
Minority/Women/Local Business Enterprise
Lesbian Gay Bisexual Transgender & HIV Discrimination

Marivic S. Bamba
Executive Director

Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits
REASONABLE MEASURES AFFIDAVIT

This form, and supporting documentation, should be submitted to the Human Rights Commission (along with Form HRC-12B-101) by entities contracting with or bidding on contracts with the City and County of San Francisco who (see definitions on back):

- a. Have taken all reasonable measures to end discrimination in benefits; and
- b. Are unable to do so; and
- c. Intend to offer a cash equivalent to employees for whom equal benefits are not available.

Please attach the following information and submit it with this form:

- 1. The names, contact persons and telephone numbers of benefits providers contacted for the purpose of acquiring nondiscriminatory benefits;
- 2. The dates on which such benefits providers were contacted;
- 3. Copies of any written response(s) you received from such benefits providers, and if written responses are unavailable, summaries of oral responses; and
- 4. Any other information you feel is relevant to documenting your inability to end discrimination in benefits, including, but not limited to, reference to federal or state laws which preclude the ending of discrimination in benefits.

I declare (or certify) under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

MID-PENINSULA HOUSING COALITION 658 BALE ISLAND RD #300

Name of Company (please print)

Mailing Address of Company

[Handwritten Signature]
Signature

REDWOOD CITY, CA 94063
City, State, Zip

FRAN WAGSTAFF
Name of Signatory (please print)

(415) 299-8000
Telephone Number

EXECUTIVE DIRECTOR
Title

Vendor Number
Date: 21 JULY 1997

Form HRC-12B-102

(587)





Mid-Peninsula Housing Coalition

658 Bair Island Road, Suite 300
Redwood City, California 94063
Tel. [415] 299-8000
Fax [415] 299-8010

Reasonable Measures Affidavit

1. In May, 1997, Mid-Peninsula Housing Coalition (MPHC) hired Patricia Watson as the Director of Human Resources. One of Ms. Watson's first priorities was to explore the possibility of offering health insurance to domestic partners (DP's) of employees.

Ms. Watson has spoken monthly with MPHC's insurance broker, Javier J. Mier of the Mier Financial Group, 50 Francisco Street, Suite 100, San Francisco, CA 94133 415.391.1690, ext. 255. The goal of these conversations is to find a carrier which can offer DP insurance during the next open enrollment period--October 1997.

2. Ms. Watson has spoken with Mr. Mier in May, and June 1997, and on July 15, 1997.

3. We have as yet received no response from Mr. Mier regarding coverage which maintains current benefit levels at approximately equivalent cost while including DP benefits. Mr. Mier has said that he is looking into new carriers with DP coverage who will offer competitive rates to a non-profit organization. It is MPHC's intention to offer such coverage during the next open enrollment period.

4. MPHC offered partial dependent benefits for the first time beginning in November, 1996. MPHC is doing what it can to expand these benefits to all family members of MPHC employees.

July 18, 1997

ASSIGNMENT OF LEASE

FOR VALUE RECEIVED by the undersigned, the receipt whereof is hereby acknowledged, the undersigned, Mountain View Apartments, a limited partnership, Jack Baskin, General Partner, hereinafter referred to as "Assignor", and effective as of September 28, 1984 does hereby grant, transfer, assign and set over to Mountain View Associates Limited Partnership, a District of Columbia limited partnership,*hereinafter referred to as "Assignee", all of Assignor's right, title and interest of whatsoever nature or kind in and to that certain RIGHT OF WAY LEASE (the "Lease") made by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, (the "City") by and through City's Public Utilities Commission (the "Commission") as lessor, and said Assignor, as lessee, dated February 26, 1980 and recorded on March 31, 1980 as Instrument No. 6690495 in Santa Clara County records, covering a term expiring March 31, 2031 which lease is hereby referred to and by such reference incorporated herein with the same force and effect as though fully set forth at length herein, and leasing that certain property described in said Lease and further described in Exhibit "A" attached hereto and made a part hereof, with the understanding that said lessor in consenting to this assignment, is insisting that the undersigned remain liable under the terms of said Lease for and during the entire term thereof.

Said assignment of said Lease to said Assignee is upon the express understanding and agreement that said Assignee will faithfully perform all of the terms, covenants and provisions of said Lease, including the payment of rental on the part of the lessee therein reserved at the time and in manner therein provided.

Any further assignment of said Lease by the Assignee herein, with the consent of the lessor, shall not release the undersigned from liability under the terms of said Lease, whether or not the undersigned is notified of such assignment or consents thereto, and whether or not the terms of said Lease are changed or modified. The liability of the undersigned, however shall not extend beyond the term of said Lease nor be for an amount in excess of the rental therein presently provided.

Dated this 28th day of September, 1984 at San Francisco, California.

Mountain View Apartments,
a California limited partnership,

By: Jack Baskin
Jack Baskin, General Partner

*doing business in California as California - Mountain View Associates Limited Partnership

ACCEPTANCE OF ASSIGNMENT

Effective as of September 28, 1984, the undersigned, Mountain View Associates Limited Partnership, a District of Columbia limited partnership,*the Assignee above referred to, does hereby accept the foregoing assignment of said Lease hereinabove specifically mentioned and set forth in said Assignment of Lease, covering a term terminating March 31, 2031, and does hereby agree to be bound by and shall perform all the terms, covenants and provisions contained in said Lease; and further agrees to and shall make all rental payments promptly as specified thereunder, for the balance of the term of said Lease expiring March 31, 2031 and lastly, the undersigned agrees to and shall save the Assignor free and harmless from any liability arising under or pursuant to said Lease.

Executed by and on behalf of the undersigned through its duly authorized general partner this 28th day of September, 1984.

Mountain View Associates Limited Partnership, a District of Columbia limited partnership*

By: Colin H. Simmons
(General Partner)

VICE PRESIDENT of Potomac Real Estate Group, Inc

*doing business in California as California - Mountain View Associates Limited Partnership

CONSENT TO ASSIGNMENT BY LESSOR

Effective as of September 28, 1984, the undersigned, the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, by and through its Public Utilities Commission does hereby consent to the above and foregoing assignment of said Lease from Mountain View Apartments, a California limited partnership, to Mountain View Associates Limited Partnership, a District of Columbia limited partnership,*all as above set forth in the foregoing Assignment of Lease and Acceptance of Assignment it being understood and agreed that the within consent to said assignment is subject to all the terms, covenants and conditions in said Lease contained ~~as set forth~~, and with the specific understanding: (1) that this consent is not a consent to any future assignment of said Lease; and (2) that the original lessee, to wit, the foregoing Assignor, Mountain View Apartments, is not released from any liability thereunder notwithstanding said assignment, or any future assignment of said Lease until the termination of such Lease on March 31, 2031.

10/25/84

CITY AND COUNTY OF SAN FRANCISCO,
PUBLIC UTILITIES COMMISSION


By: [Signature]

RUDOLF NOTHENBERG
General Manager of Public Utilities

*doing business in California as California - Mountain View Associates Limited Partnership

APPROVED AS TO FORM:

GEORGE AGNOST
City Attorney

By  JAMES B. BRASIL
McMorris M. Dow
Utilities General Counsel

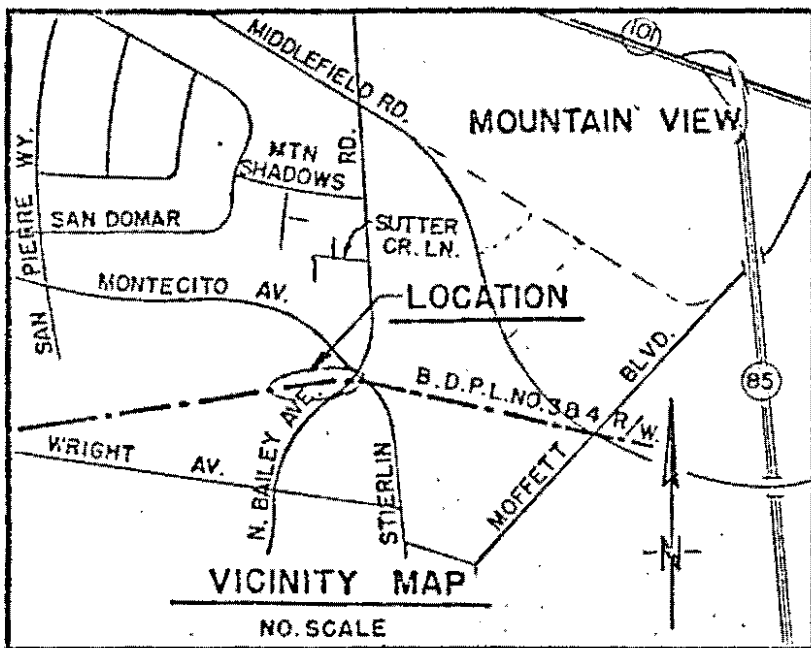
Authorized by Public Utilities
Commission

Resolution No. 84-0470

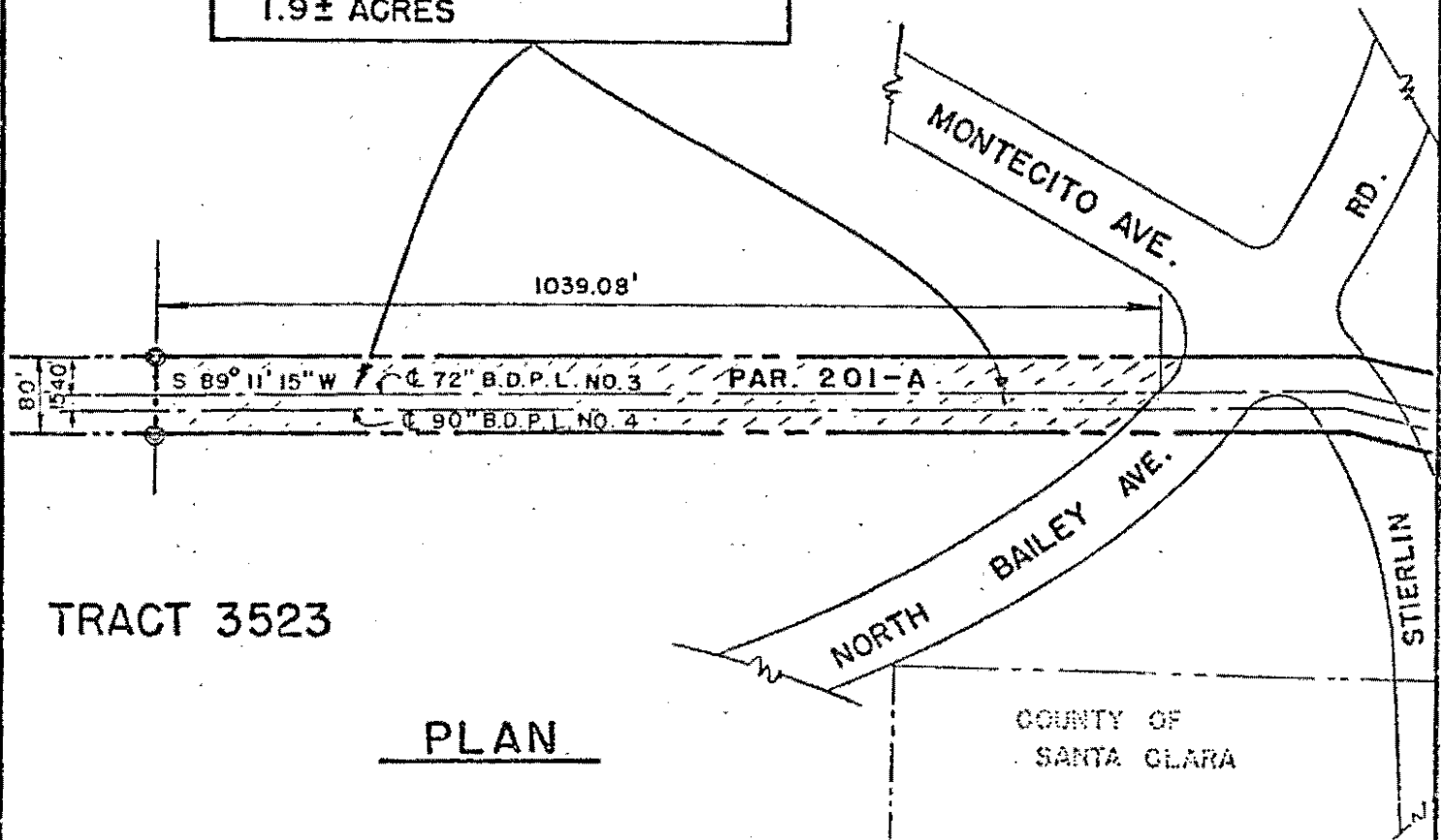
Adopted: SEP 25 1984

Attest:


Romaine A. Boldridge
Secretary



LOCATION OF PROPERTY AS COVERED BY THIS LEASE
1.9 ± ACRES



TRACT 3523

PLAN

COUNTY OF
SANTA CLARA

CITY AND COUNTY OF SAN FRANCISCO
PUBLIC UTILITIES COMMISSION
SAN FRANCISCO WATER DEPARTMENT

LEASE TO MOUNTAIN VIEW APTS.
FOR PARKING & LANDSCAPING
B.D.P.L. No. 3 & 4 R/w, PAR. 201-A TRACT 3523 S.C.CO.

| | | | | |
|------------------------------------|------------------|----------------|---------|------------------------------|
| APPROVED | SCALE 1"=200'-0" | BY K. Y. CHIU | DR. P.S | DRAWING NO. B-4159 |
| APPROVED | | REVIEWED | CH. | |
| GENERAL MANAGER AND CHIEF ENGINEER | | DATE 12-2-1979 | REVISED | |

DESCRIPTION OF THE LANDS OWNED BY THE
CITY & COUNTY OF SAN FRANCISCO

Parcel 2

All that portion of land that lies between Block 3 and Block 4, as shown on that certain map entitled, "Tract No. 3523" which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California on June 20, 1963 in Book 162 of Maps, at pages 53, 54, and 55, and being an amended Subdivision Map of Tract No. 2282, Bailey Park Plaza, Mountain View, Santa Clara County, California, bounded and more particularly described as follows:

Beginning at a point in the Westerly line of Bailey Avenue and the Southerly line of those said lands of the City and County of San Francisco, said point also being the Northeast corner of Lot 1, Block 3 of the hereinabove referred to Map; thence South $88^{\circ} 45' 14''$ West, 1019.86 feet along the Northerly line of Lots 1, 2, 3, and 5 of said Block 3; thence North $0^{\circ} 25' 00''$ West, 80.01 feet to a point on the Southerly line of Lot 2, Block 4 of said Map hereinabove referred to; thence South $88^{\circ} 45' 14''$ West, 1085.11 feet to a point on the Westerly line of Bailey Avenue; thence along a curve concave to the West whose radial line bears North $75^{\circ} 22' 12''$ West, Southwesterly 35.18 feet through an angle of $26^{\circ} 52' 44''$ having a radius of 75.00 feet to a point of compound curvature whose radial line bears North $48^{\circ} 29' 28''$ West; thence Southwesterly 69.99 feet along a curve concave to the Northwest having a radius of 955.00 feet through an angle of $2^{\circ} 11' 56''$ to the point of beginning.

PUBLIC UTILITIES COMMISSION
CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION No. 84-0170

WHEREAS, pursuant to Public Utilities Resolution No. 80-0085 adopted February 26, 1980, Mountain View Apartments, a limited partnership, Lessee, leased from the City and County of San Francisco for fifty one (51) years, a portion of Water Department's pipeline right-of-way lands located in Mountain View, California, for parking and landscaping purposes; and

WHEREAS, Lessee desires to assign the remainder period of said Lease to Mountain View Associates, a limited partnership, who have agreed to accept the assignment upon written consent of Commission in accordance with Section 18 of said Lease; now therefore be it

RESOLVED, That this Commission consents to the assignment of said right of way lease from Mountain View Apartments, a limited partnership, to Mountain View Associates, a limited partnership, for the remainder term of said lease, subject, but not limited, to the requirement that the assignee assume all of the covenants, conditions, duties and obligations contained therein, and that it comply with the surety bond and insurance requirements set forth in said lease; and be it further

RESOLVED, That this Commission in consenting to this assignment, has required that Mountain View Apartments, a limited partnership, the lessee/assignor shall remain liable under the terms of said Lease for and during the entire term thereof.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission
at its meeting of SEPTEMBER 25 1984

Romaine A. Bilderidge
Secretary, Public Utilities Commission

10-22-84

MUNICIPAL RW.
DEPT. ACC. INV.
OCT 1 11 22 AM '84

CITY AND COUNTY OF SAN FRANCISCO

DIANNE FEINSTEIN, MAYOR

BY FOUNDERS TITLE COMPANY
AUTHORIZED OFFICER

TITLE INSURANCE COMPANY OF MINNESOTA

Santa Clara COUNTY

NUMBER 696495 OFFICIAL RECORDS

3/31/80 UNDER RECORDED'S INSTRUMENT

Lease RECORDED

WE HEREBY CERTIFY THIS TO BE A TRUE AND
CORRECT COPY OF THE ORIGINAL

RIGHT OF WAY LEASE
SANTA CLARA COUNTY
CALIFORNIA

MOUNTAIN VIEW APARTMENTS A LIMITED PARTNERSHIP

Jack Baskin, General Partner

PUBLIC UTILITIES COMMISSION

- Peter McCrea, President
- John M. Sanger, Vice-President
- Claire C. Pilcher, Commissioner
- W. Welton Flynn, Commissioner
- John H. Henning, Jr., Commissioner

General Manager of Public Utilities

Richard Sklar

SAN FRANCISCO WATER DEPARTMENT

General Manager and Chief Engineer

Eugene J. Kelleher

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SAN FRANCISCO WATER DEPARTMENT

RIGHT OF WAY LEASE

THIS INDENTURE OF LEASE, made and entered into in the City and County of San Francisco this 26th day of February, 19 80 by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (hereinafter referred to as "City"), by and through City's PUBLIC UTILITIES COMMISSION (hereinafter referred to as "Commission"), Lessor, and MOUNTAIN VIEW APARTMENTS, a Limited Partnership, JACK BASKIN, General Partner, (hereinafter referred to as "Lessee"), Lessee,

W I T N E S S E T H :

WHEREAS, City owns the hereinafter described real property situated in the County of Santa Clara, State of California, which is subject to certain conditions and covenants contained in a deed wherein City is Grantee and THOMAS SOUZA and LAURA E. SOUZA are Grantors, said deed having been recorded August 30, 1950, in Book 2094 of Official Records at Page 624 in the Office of the Recorder of the County of Santa Clara; and in a deed having been recorded January 14, 1958, in Book 3982 of Official Records at Page 575 in the Office of the Recorder of the County of Santa Clara.

WHEREAS, it is the intent of this agreement to formulate and adopt mutual covenants under which right of way lands are to be operated by Lessee under the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the covenants and agreements herein contained and the payment of money by Lessee as hereinafter required, the parties hereto mutually agree as follows:

1. PREMISES

City hereby leases to Lessee, and Lessee hereby hires and takes from City for purposes of parking and landscaping upon the terms and conditions hereinafter set forth, the following described real property situated in the City of Mountain View, County of Santa Clara.

State of California: A portion of Bay Division Pipeline No. 3 and 4 right of way being portions of Parcels 201-A and 202-A according to Water Department Records; said portion being as shown on San Francisco Water Department Drawing B-4159 attached hereto and made a part hereof and legally described in Attachment A hereto, consisting of 1.96 acres, more or less. Excepting therefrom and reserving to City and all pipeline and other installations on said premises used by City in the conduct of its business.

2. TERM

The term of this lease shall be for a period of fifty-one (51) years from and including the 1st day of April, 1980 to and including the 31st day of March, 2031.

3. RENTAL

Lessee promises and agrees to pay to City and City will accept as rental for the demised premises during the initial three (3) years of the lease term hereof the sum of ELEVEN THOUSAND ONE HUNDRED AND SEVENTY FIVE DOLLARS (\$11,175.00) per annum, payable in monthly installments of NINE HUNDRED AND THIRTY ONE and 25/100 DOLLARS (\$931.25) in advance, on or before the first day of each month, commencing April 1, 1980.

Commencing with each three (3) year period thereafter, the agreed to monthly rental shall be adjusted for each successive three (3) year period to reflect the increase or decrease, if any, in the Project Gross Income. The total anticipated gross income of the project, \$663,036.00 per annum, shall be the base used to set the initial rent, \$11,175.00 per annum. The adjusted rental shall not exceed 1.6854% of the Project Gross Income, and in no event shall said annual rent be less than the base rental of \$11,175.00 per annum. "Project Gross Income" shall mean the annual amount collected by the project from all sources including Tenant-paid or HUD-subsidized rent, laundry income and other commission payments, less refunds.

In the event that the City shall enter upon its property for the purpose of installing a new pipeline or replacing an existing pipeline, said monthly rental shall be prorated to the extent said parking facilities are unusable as such for such time as the City shall remain on the parking lot in a manner which restricts its use as parking facilities.

On or before the thirty first (31st) day of March in each year of Lessee's operations and ending with March 31st of the calendar year following the date of expiration of the term of this lease or any extension thereof, Lessee shall deliver to City a statement, signed by a responsible accounting officer of Lessee and audited at Lessee's expense by an independent certified public accountant or firm of certified public accountants attached thereto (herein called the "Annual Statement of Revenue"), setting forth in reasonable detail the information required to denote the gross receipts and the payments due the City and County of San Francisco for the preceding calendar year. In the event such Annual Statement of Revenue for the preceding year shall show that an additional amount of rental is payable to City, Lessee shall increase his rental payments during the succeeding three (3) year period of the lease term. In the event that such Annual Statement of Revenue for the preceding year shall show that a lesser amount of rental is payable to City, Lessee shall decrease his rental payments during the succeeding three (3) year period of the lease term.

All rents shall be paid to City by mailing or delivering a valid check therefor to the Office of the Chief Accountant, San Francisco Water Department, 425 Mason Street, San Francisco, California 94101.

4. TAXES AND ASSESSMENTS

Lessee shall reimburse City for taxes and assessments on the demised premises, and Lessee recognizes and understands that this Lease may create a possessory interest subject to property taxation and the Lessee may be subject to the payment of property taxes levied on such interest.

5. LIENS

Lessee agrees not to suffer any lien to be imposed upon said premises or upon any equipment or personal property located thereon without promptly discharging the same, provided that Lessee, if so desiring, may have reasonable opportunity to contest the legal validity of the same.

6. OPERATION OF DEMISED PREMISES

Lessee shall keep and maintain, at its own expense, the demised premises in good condition; i.e., the parking area and driveway shall be properly paved and suitably landscaped. All improvements and landscaping made on the demised premises shall be in accordance with the drawings prepared by Royston, Hanamoto, Alley and Abey, Landscape Architects, Sheet Nos. L-1 to L-4 entitled "Mountain View Apartments Landscape Development Plan", Job No. 26077, and dated January 30, 1980. A copy of said drawing is on file with the San Francisco Water Department. All other improvements and landscaping not contained in said drawing shall have prior written approval of the General Manager and Chief Engineer of the San Francisco Water Department (hereinafter referred to as "Manager").

Any gardening or landscaping shall be limited to low growing shrubs, grass or plants. Planting of trees on the demised premises is expressly not permitted.

7. ERECTION OF BUILDINGS

Lessee shall not erect buildings or install structures of any kind on the demised premises.

8. NOTICES OF NONRESPONSIBILITY

City reserves the right to post notices of nonresponsibility and Lessee agrees to save City free and harmless from claims or liens of every kind and nature in connection with any improvements by Lessee upon the demised premises.

In the event Lessee makes any improvements upon the demised premises, it shall, not later than ten (10) days prior to the commencement of work upon any such improvements, notify Manager, in writing, so that City may install and maintain upon the demised premises notices of nonresponsibility.

9. COMPLIANCE WITH LAWS AND REGULATIONS

Lessee agrees to keep the premises herein demised, and all fixtures and equipment clean, neat, safe, sanitary and in good order at all times.

Lessee agrees that the operations conducted under this agreement will be operated in strict compliance with all laws of the United States, the State of California, applicable laws of Santa Clara County or any legal authority having jurisdiction over same, and all rules and regulations issued pursuant to the laws of the sovereignties or agencies hereinabove mentioned. Lessee further agrees to submit a report or reports or convey such information regarding its operations as Manager may require at any time.

10. WASTE

Lessee shall not commit any waste on the demised premises nor suffer any waste to be committed thereon.

11. PIPELINES AND MONUMENTS

Lessee shall be liable for the adequate protection to the satisfaction of Manager of pipeline appurtenances and City's monuments located on the demised premises. Monuments and pipeline

appurtenances damaged or disturbed by Lessee shall be repaired and/or relocated by City at Lessee's expense.

Lessee shall use extreme care to protect City's water transmission mains at all times, and shall mark at its own expense the location of City's water transmission mains within the right of way. Lessee shall not use any pick, plow or other sharp tool over or near said water mains, or operate heavy construction equipment directly over City's pipelines.

Lessee shall, on receipt of notice so to do, and within such reasonable time limit as may be fixed in said notice, alter or remove at its expense any property or installation covered by this lease to such extent as may be necessary to avoid interference with any pipe, pipelines, power lines or other structures now or hereafter to be constructed by City, or with any operations of City or with any use by City of the land affected hereby, or, if so agreed by Manager and Lessee, Lessee may pay to City the amount of any expense to which City may be put as a result of such interference.

12. UTILITY INSTALLATIONS

City shall have the right at all times, without unreasonably or unduly interfering with Lessee's use of the demised premises, to enter upon said demised premises to install, construct, repair, maintain, operate and remove water pipes, drainage pipes and any other utility facilities. The expense of such operations shall be borne by City, unless due to the fault of Lessee.

In the event of any excavation upon the demised premises for any of said purposes, Lessee shall be responsible for the removal and restoration, at its own expense, for any and all of its improvements including, but not limited to, landscaping curbs and gutter, and all surface pavement.

Further, should City's right for utility installation, as provided for in this section necessitate relocation of Lessee's parking area on all or a portion of the demised premises, Lessee agrees to provide at its own cost and expense as a specific condition of the lease, a temporary alternate parking area on Lessee's own adjacent property in accordance with "Proposed Emergency Parking Plan" drawing prepared by Royston, Hanamoto, Alley and Abey, Landscape Architects and Planners, dated October 31, 1979, a copy of said drawing is on file with San Francisco Water Department.

13. RESPONSIBILITY FOR DISPLACEMENT OF PARKING FACILITIES

In addition to those responsibilities already specified in Paragraph 12 of this Lease, Lessee shall assume full responsibility, including reimbursement to the City for any environmental or administrative proceedings, community protests, or other delays which arise due to the Lessee's removal and/or relocation of parking facilities located on the City's right-of-way. This financial responsibility shall not extend to delays related to the submittal of an Environmental Impact Report by the City insofar as it concerns actual installation of a pipeline by the City, but shall extend to any costs resulting from the Lessee's removal and/or relocation of parking facilities located on said right-of-way.

14. ROADWAYS: INGRESS AND EGRESS

City and its employees shall have the right to enter upon and pass through or across said premises or any part thereof at any and all times, providing said use does not unreasonably or unduly interfere with Lessee's use thereof.

15. DEFAULT BY LESSEE: REMEDIES OF CITY ON DEFAULT

A. Lessee's Default

The occurrence of any of the following shall constitute a default by Lessee:

1. Failure to pay rent when due.
2. Abandonment and vacation of the premises.
3. Failure to perform any other provision of this lease.

B. Remedies

City shall have the following remedies if Lessee commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law;

City can terminate Lessee's right to possession of the premises at any time. No act by City other than giving notice to Lessee shall terminate this lease. Acts of maintenance, efforts to relet the premises, or the appointment of a receiver on City's initiative to protect City's interest under this lease shall not constitute a termination of Lessee's right to possession. On termination, City has the right to recover from Lessee:

1. The worth, at the time of the award of the unpaid rent that had been earned at the time of termination of this lease;
2. The worth, at the time of the award of the amount by which the unpaid rent that would have been earned after the date of termination of this lease until the time of award exceeds the amount of the loss of rent that Lessee proves could have been reasonably avoided;
3. The worth, at the time of the award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of the loss of rent that Lessee proves could have been reasonably avoided; and
4. Any other amount and court costs, necessary to compensate City for all detriment proximately caused by Lessee's default.

"The worth, at the time of the award," as used in 1 and 2 of this paragraph, is to be computed by allowing interest at the rate of 10% per annum. "The worth, at the time of the award," as referred to in 3 of this paragraph, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus 1%.

City, at any time after Lessee commits a default, can cure the default at Lessee's cost. If City at any time, by reason of Lessee's default, pays any sum or does any act that requires the payment of any sum, payment to City shall be due immediately from Lessee to City at the time the sum is paid, and if paid at a later date shall bear interest at the rate of 10% per annum from the date the sum paid by City until City is reimbursed by Lessee. The sum, together with interest on it, shall be additional rent.

Rent not paid when due shall bear interest at the rate of 10% per annum from the date due until paid.

16. NO WAIVER OF BREACH BY CITY

The failure of City at any time to insist upon a strict performance of any terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

The subsequent acceptance of rent hereunder by City shall not be deemed a waiver of any preceding breach by Lessee of any term, covenant or condition of this lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of City's knowledge of such preceding breach at the time of acceptance of such rent.

17. LESSEE AS INDEPENDENT CONTRACTOR

Lessee enters into this agreement as an independent contractor and not as an agent or employee of City, as the word "employee" is defined in the Workmen's Compensation Act of the State of California. Lessee shall indemnify and hold City and Commission, and all of their officers, representatives and employees, free and harmless against all claims of whatsoever nature, whether liens of mechanics or others, or claims under the Workmen's Compensation Act of the State of California, or damage of any kind to individuals or property due directly or indirectly to Lessee's use of the demised premises.

18. ASSIGNMENT OR SUBLETTING

Lessee shall not assign this lease or any interest therein and shall not sublet the demised premises or any part thereof, or any right or privilege appurtenant thereto, or mortgage or encumber any leasehold interest as security for any funds borrowed, or to extend or renew any loan for purposes of construction, or in connection with fixtures and equipment, or to serve as operating capital, or for any other purpose, without the written consent of Commission first had and obtained. Any such assignment, subletting or encumbrance without such consent shall be void and shall, at the option of City, terminate this lease, and a consent to one assignment, subletting, encumbrance, occupation or use by another person shall not be deemed a consent to any subsequent assignment, subletting, encumbrance, occupation or use by another person. Nor shall this lease, or any interest therein, be assignable as to the interest of Lessee by operation of law, without written consent of the City.

If Lessee is a corporation, any dissolution, merger, consolidation, or other reorganization of Lessee, or the sale or other transfer of a controlling percentage of the capital stock of Lessee, or the sale of 51% of the value of the assets of Lessee, shall be deemed a voluntary assignment. The phrase, "controlling percentage" means the ownership of, and the right to vote, stock possessing at least 51% of the total combined voting power of all classes of Lessee's capital stock issued, outstanding, and entitled to vote for the election of directors. This paragraph shall not apply to corporations, the stock of which is traded through an exchange or over the counter.

19. FINANCIAL RESPONSIBILITY

Lessee further agrees that if within 51 years from the effective date of this lease any general partner of Lessee sells, conveys, assigns or transfers, or contracts to sell, convey, assign or transfer, in whole or in part, his or its general partnership interest in the Lessee company, Lessee agrees that City shall consider and may so hold said partner as still bound by any liability arising or accruing hereunder and that such a sale, conveyance, assignment or transfer may, at the option of the City constitute sufficient grounds for the termination of this lease, and must, in any case, meet the requirements as further set out below, provided, however, that notwithstanding the foregoing, in the event of the physical incapacity or death of any general partner, a sale, conveyance, assignment or transfer, in whole or in part, of his general partnership in lessee company to a person who shall meet the requirement as further set out below, will not constitute sufficient grounds for termination of this lease.

Any sale, conveyance, assignment or transfer of the interest, in whole or in part, of a general partner shall be to a person, firm or corporation capable of assuming full financial responsibility and other duties of said general partner. The General Manager of the Public Utilities Commission shall have a subsequent right of refusal should said assuming partner fail to meet the above criteria. To aid in the evaluation of said assuming partner, the General Manager may require financial statements and other such references that may be deemed necessary. Such right of refusal shall be exercised within thrity days of receipt of such financial statements and/or

other references from the proposed transferee. In the event the Federal Housing Commissioner (FHC) shall acquire the premises on default under the loan it is to insure for improvements thereon, then HUD shall take free of necessity for General Manager approval; and, should FHC dispose of the premises, these requirements shall be deemed satisfied if when the proposed successor to HUD submits its financial statements and references to HUD it shall thereafter submit to the General Manager any financial statements or references as requested by General Manager, who shall have the thirty day refusal right described in the preceding sentence.

20. SURRENDER OF POSSESSION

Lessee agrees to yield and deliver to the City possession of the demised premises at the termination, expiration or cancellation of this agreement, or as otherwise herein provided, in good condition and in accordance with the express obligations hereunder, and shall execute and deliver to City a good and sufficient document of relinquishment, if and when requested.

21. LESSOR TO BE HELD HARMLESS

This lease is made upon the express condition that City is to be free from all liability and claims for damages by reason of any injury to any person or persons, including lessee, or property of any kind whatsoever and to whomsoever belonging, including lessee, from any cause or causes whatsoever while in, upon, or in any way connected with the demised premises during the term of this lease or any extension hereof or any occupancy hereunder. Lessee hereby covenants and agrees to defend, indemnify and save harmless the City and County of San Francisco, the members of the Public Utilities Commission, and all of City's servants, agents and employees from and against all liability, loss, cost and obligations of any kind arising out of any such injuries or losses however occurring. Lessee specifically agrees that its duty to defend, indemnify and save harmless shall apply whether or not such injuries or losses, are, or are alleged to be, caused by the negligence of City of its officers, servants, agents or employees.

22. INSOLVENCY: RECEIVER

No interest of Lessee in this lease shall be assignable by operation of law, including, without limitation, the transfer of this lease by testacy or intestacy. The FHC may exercise his right to acquire the leasehold if he indemnifies the City for any rents unpaid by Lessee. Each of the following acts or events shall be considered such an involuntary assignment:

If Lessee files a proceeding under federal laws for financial relief as a farmer, or if Lessee shall file a voluntary petition in bankruptcy, or if proceedings in bankruptcy shall be instituted against Lessee and Lessee is thereafter adjudicated bankrupt pursuant to such proceedings, or if a court shall take jurisdiction of Lessee and his assets pursuant to proceedings brought under the provisions of any federal reorganization act, or if a receiver of Lessee's assets shall be appointed, or if Lessee executes an assignment for the benefit of his creditors, or if the leasehold be levied or under execution. Should any of the above listed acts or events occur, the City shall have the option to terminate this lease. If said option is exercised, the termination shall be deemed to occur upon the happening of any of said events and from thenceforth Lessee shall have no rights in or to the demised premises or to any of the privileges herein conferred.

23. CONDEMNATION

A. Definitions

1. "Condemnation" means (a) the exercise of any governmental power, whether by legal proceedings or otherwise, by a condemnor; and (b) a voluntary sale or transfer by City to any condemnor, either under threat of condemnation or while legal proceedings for condemnation are pending.

2. "Date of taking" means the date the condemnor has the right to possession of the property being condemned.

3. "Award" means all compensation, sums, or anything of value awarded, paid, or received on a total or partial condemnation.

4. "Condemnor" means any public or quasi-public authority, or private corporation or individual, having the power of condemnation.

B. Parties' Rights and Obligations to be Governed by Lease

If, during the term or during the period of time between the execution of this lease and the term commences there is any taking of all or any part of the property or any interest in this lease by condemnation, the rights and obligations of the parties shall be determined pursuant to the provisions set forth herein.

C. Total Taking

If the premises are totally taken by condemnation, this lease shall terminate on the date of taking.

D. Partial Taking

If any portion of the premises is taken by condemnation, this lease shall remain in effect, except that Lessee may elect to terminate this lease if 50% or more of the total number of acres leased herein is taken. If Lessee elects to terminate this lease, it must exercise its right to terminate pursuant to this paragraph by giving notice within sixty days after the nature and the extent of the taking have been finally determined. If Lessee elects to terminate this lease as provided in this paragraph, it also shall give notice of the date of termination, which date shall not be earlier than thirty days nor later than ninety days after it has notified the City of its election to terminate; except that this lease shall terminate on a date before the date of termination as designated by such notice. If Lessee does not terminate this lease within the sixty-day period, this lease shall continue in full force and effect, except that minimum monthly rent shall be reduced pursuant to subparagraph F.

E. Effect on Rent

If any portion of the premises is taken by condemnation and this lease remaining in full force and effect, on the date of taking the minimum monthly rent shall be reduced by an amount that is in the same ratio to minimum monthly rent as the total number of acres taken bears to the total number of acres subject to this lease immediately before the date of taking.

F. Award - Distribution

The award shall belong to and be paid to City. Lessee

waivers, surrenders and assigns to City any right against condemnor or City to compensation in said condemnation proceeding.

24. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

Lessee shall, throughout the period of this Lease, or any extension thereof, at his own cost and expense, procure and maintain in full force and effect an insurance policy or policies insuring City and Commission, and all of their officers, servants, agents and employees, in a company or companies approved by the Controller of the City and in form satisfactory to the City Attorney of City, indemnifying said parties against loss or liability for damages for bodily injury, death or property damage occasioned by reason of the operations of Lessee upon the demised premises, including operation of motor vehicles on or off the premises with minimum liability limits of \$1,000,000 for bodily injury or death or any one person, or for bodily injury or death of two or more persons in any one accident or event, or for damage to property resulting from any one accident. Said policy or policies shall contain a severability of interests endorsement in form satisfactory to the City Attorney and a provision that written notice of cancellation or of any material change in said policy shall be delivered to Manager thirty (30) days in advance of the effective dates thereof. Certified duplicate policies of said insurance shall be filed with Commission at the date of execution of this lease. Lessee agrees to increase forthwith the aforesaid liability limits and amounts to those determined and if demanded in writing by Commission, but said increases must be reasonable and justifiable by Commission. In the event that the proposed housing development is acquired or managed by the Department of Housing and Urban Development or any successor agency of the United States Government which is self-insured, no public liability or property damage insurance will be required.

25. FAITHFUL PERFORMANCE BOND

Lessee agrees that prior to the commencement of the term of this lease he will, at his own expense, obtain and deliver to Manager a valid surety bond or bonds, in a sum equal to six months'

rent, issued by a surety company acceptable to the Controller of City and in such form as approved by the City Attorney of City, which surety bond or bonds shall be kept at Lessee's own expense in full force and effect during the complete term of this lease or as may be hereafter extended, to insure faithful performances by Lessee of all the covenants, terms and conditions of this lease, inclusive of, but not restricted to, the payment of all rent. Said bond shall provide that thirty (30) days' written notice of cancellation or material change of said bond shall be delivered to Manager.

In lieu of the bond hereinabove provided, Lessee may deposit with City cash, United States Government Bonds or a bank passbook assigned to City in a sum equal to six months rent. Lessee agrees to increase forthwith the aforesaid bond amount to that determined and if demanded in writing by Commission, but said increase must be reasonable and justifiable by Commission.

26. CONFLICT OF INTEREST

Lessee hereby states that he is familiar with the provisions of Sections 8.105 and 8.106 of the San Francisco Charter and certifies that he knows of no facts which constitute a violation of said sections; he further certifies that he has made a complete disclosure to Commission of all facts bearing upon any possible interest, direct or indirect, which he believes any member of Commission, or other officer or employee of the City and County of San Francisco presently has or will have in this contract or in the performance thereof, or in any portion of the profits thereof. Willful failure to make such disclosure, if any, shall constitute grounds for termination of this lease by City.

27. HOLDING OVER

Any holding over of the term hereby created shall be a tenancy from month to month only, at a minimum monthly rental equal to one-twelfth(1/12) of the annual cash rental specified in Section 3 of this lease, and otherwise on the same terms and conditions set forth in this agreement.

28. NOTICES

All notices to be given to Lessee may be served personally

in the manner provided by law or sent by registered or certified mail, addressed to Lessee at the demised premises, whether or not Lessee has vacated or abandoned the same. A further copy of any notice to Lessee shall be mailed to him at an address to be designated in writing by Lessee.

All notices required to be given to City shall be sent by registered or certified mail addressed to General Manager, San Francisco Water Department, 425 Mason Street, San Francisco, CA. 94101 or at any other address to be designated in writing by City.

29. CHARTER PROVISIONS

All terms of this lease shall be operated by and be subject to the provisions of the Charter of the City and County of San Francisco.

30. AGREEMENT MADE IN CALIFORNIA

This agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of California.

31. SUCCESSORS AND ASSIGNS

Subject to the provisions hereof relating to assignment, this lease shall bind and inure to the successors and assigns of the parties hereto.

32. SECTION HEADING

The section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provisions of this lease.

33. TIME

Time is of the essence of this lease.

34. NON-DISCRIMINATION PROVISIONS

See Exhibit "A", entitled "Addendum to all City and County of San Francisco Contracts" attached hereto and by reference made a part hereof.

35. INCONSISTENCIES WITH HUD PROVISIONS

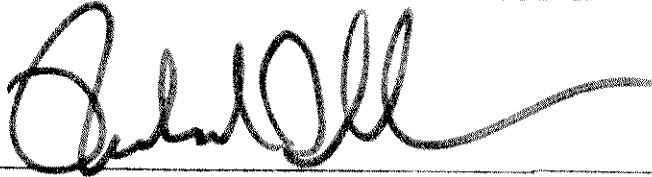
In the event that there shall exist a conflict or inconsistency between the provisions of this lease and the provisions of the HUD "Rider" attached hereto and incorporated into this lease; the provisions of the HUD "Rider" shall be controlling, and any conflicts shall be resolved in favor of said HUD "Rider".

IN WITNESS WHEREOF, the parties hereto have caused this lease to be executed in triplicate as of the day and year first hereinabove written.

L E S S O R

CITY AND COUNTY OF SAN FRANCISCO
a municipal corporation

PUBLIC UTILITIES COMMISSION



Richard Sklar
General Manager of Public Utilities

APPROVED AS TO FORM:

George Agnost
City Attorney

By 
McMorris M. Dow
Utilities General Counsel

Authorized by Public Utilities
Commission:

Resolution No. 80-0085

Adopted: February 26, 1980

Attest:



Romaine A. Smith
Secretary

L E S S E E

MOUNTAIN VIEW APARTMENTS
a limited partnership



By: Jack Baskin, General Partner

ATTACHMENT A

DESCRIPTION OF THE LANDS OWNED BY THE
CITY & COUNTY OF SAN FRANCISCO

Parcel 2

All that portion of land that lies between Block 3 and Block 4, as shown on that certain map entitled, "Tract No. 3523" which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California on June 20, 1963 in Book 162 of Maps, at pages 53, 54, and 55, and being an amended Subdivision Map of Tract No. 2282, Bailey Park Plaza, Mountain View, Santa Clara County, California, bounded and more particularly described as follows:

Beginning at a point in the Westerly line of Bailey Avenue and the Southerly line of those said lines of the City and County of San Francisco, said point also being the Northeast corner of Lot 1, Block 3 of the hereinabove referred to Map; thence South $88^{\circ} 45' 14''$ West, 1083.65 feet along the Northerly line of Lots 1, 2, 3, and 5 of said Block 3; thence North $0^{\circ} 25' 00''$ West, 80.01 feet to a point on the Southerly line of Lot 2, Block 4 of said Map hereinabove referred to; thence South $88^{\circ} 45' 14''$ West, 1085.11 feet to a point on the Westerly line of Bailey Avenue; thence along a curve concave to the West whose radial line bears North $75^{\circ} 22' 12''$ West, Southwesterly 35.18 feet through an angle of $26^{\circ} 52' 44''$ having a radius of 75.00 feet to a point of compound curvature whose radial line bears North $48^{\circ} 29' 28''$ West; thence Southwesterly 69.99 feet along a curve concave to the Northwest having a radius of 955.00 feet through an angle of $2^{\circ} 11' 56''$ to the point of beginning.

LEASEHOLD 207 PROJECT

Notwithstanding any other provisions of this lease, if and so long as this leasehold is subject to a mortgage insured, reinsured, or held by the Federal Housing Commissioner or given to the Commissioner in connection with a resale, or the demised premises are acquired and held by him because of a default under said mortgage:

1. The tenant is authorized to obtain a loan, the repayment of which is to be insured by the Federal Housing Commissioner and secured by a mortgage on this leasehold estate. Tenant is further authorized to execute a mortgage on this leasehold and otherwise to comply with the requirements of the Federal Housing Commissioner for obtaining such an insured mortgage loan.
2. If approved by the Federal Housing Commissioner and the San Francisco Public Utilities Commission, lessee may assign his interest in the demised premises.
3. (a) Insurance policies shall be in an amount, and in such company or companies and in such form, and against such risks and hazards, as shall be approved by such mortgagee, the Federal Housing Commissioner and the City of San Francisco as per Provision Number 24 of this Right-of-Way Lease.
(b) The Landlord shall not take out separate insurance concurrent in form or contributing in the event of loss with that specifically required to be furnished by the Tenant to the mortgagee. The Landlord may at its own expense, however, take out separate insurance which is not concurrent in form or not contributing in the event of loss with that specifically required to be furnished by the Tenant.

4. (a) If all or any part of the demised premises shall be taken by condemnation that portion of any award attributable to the improvements or damage to the improvements shall be paid to the mortgagee or otherwise disposed of as may be provided in the insured mortgage. Any portion of the award attributable solely to the taking of land, shall be paid to the Landlord. After the date of taking, the annual ground rent shall be reduced ratably by the proportion which the award paid to the Landlord bears to the total value of the land. The calculation of the total value of the land established in the condemnation process, if a total value is established, shall be "the total value of the land" for this purpose.
- (b) In the event of a negotiated sale of all or a portion of demised premises in lieu of condemnation, the proceeds shall be distributed and ground rents reduced as provided in cases of condemnation, but the approval of the Commissioner and the mortgagee shall be required as to the amount and division of the payment to be received.
5. Nothing in this lease contained shall require the Tenant to pay any franchise, estate, inheritance, succession, capital levy or transfer tax of the Landlord, or any income, excess profits or revenue tax or any other tax, assessment, charge or levy upon the rent payable by the Tenant under this lease. It is understood that the Tenant shall be responsible for all taxes and assessments levied upon the value of the land of the City-owned right of way, pursuant to Paragraph 4 of the Right of Way Lease. Tenant recognizes and understands that this lease may create a Possessory Interest subject to Property Taxation and that the Tenant may be subject to the payment of Property Taxes levied on such interest.

6. The Landlord agrees that, within ten (10) days after receipt of written request from Tenant, it will join in any and all applications for permits, licenses or other authorizations required by any governmental or other body claiming jurisdiction in connection with any work which the Tenant may do hereunder pertaining to the parking lot. Lessor will also join in any grants for easements for ^{overhead} electric and telephone utilities reasonably necessary in the operation of the property to be insured by the Federal Housing Commissioner.
7. Upon any default under this lease which authorizes the cancellation thereof by the Landlord, Landlord shall give notice to the mortgagee and the Federal Housing Commissioner, and the mortgagee and the Federal Housing Commissioner, their successors and assigns, shall have the right within any time within six (6) months from the date of such notice to correct the default and reinstate the lease unless Landlord has first terminated the lease as provided herein.

At any time after two (2) months from the date a notice of default is given to the mortgagee and the Commissioner, the Landlord may elect to terminate the lease and acquire possession of the demised premises. Upon acquiring possession of the demised premises Landlord shall notify Commissioner and mortgagee. Mortgagee and Commissioner shall have six (6) months from the date of such notice of acquisition to elect to take a new lease on the demised premises. Such new lease shall have a term equal to the unexpired portion of the term of this lease and shall be on the same terms and conditions as contained in this lease, except that the mortgagee's and Commissioner's liability for ground rent shall not extend beyond their occupancy under such lease. The Landlord shall tender such new lease to the mortgagee or Commissioner within thirty (30) days after a request for such lease and shall

deliver possession of the demised premises immediately upon execution of the new lease. Upon executing a new lease the mortgagee or Commissioner shall pay to Landlord any unpaid ground rentals due or that would have become due under this lease to the date of the execution of the new lease, including any taxes which were liens on demised premises and which were paid by Landlord, less any net rentals or other income which Landlord may have received on account of this property since the date of default under this lease.

8. All notices, demands and requests which are required to be given by the Landlord, the Tenant, the Mortgagee or the Commissioner shall be in writing and shall be sent by registered or certified mail, postage prepaid, and addressed to the address of the party as given in this instrument unless a request for a change in this address has been sent to the party giving the notice by registered or certified mail prior to the time when such notice is given.
9. This lease shall not be modified without the consent of the Federal Housing Commissioner and the San Francisco Public Utilities Commission.

PUBLIC UTILITIES COMMISSION

CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION No. 88-0085

RESOLVED, That this Commission hereby approves and authorizes the General Manager of the Public Utilities Commission to execute a 1.96 acre right of way lease to Mountain View Apartments, a Limited Partnership, Jack Raskin General Partner, of portions of Parcels 201-A and 202-A of the Bay Division Pipeline Numbers 3 and 4 Right of Way in Santa Clara County, for the purpose of parking and landscaping, for a term of fifty-one (51) years, commencing April 1, 1980 and terminating March 31, 2031 at an annual rental of \$11,175.00 or \$931.25 per month, plus taxes and assessments, subject to rental review and adjustment every three years, and subject also to all the terms and conditions set forth in said lease.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission
at its meeting of FEB 26 1980

Romaine A. Smith
Secretary and Assistant General Manager

FILE NO. _____

RESOLUTION NO. _____

1 AUTHORIZING A FIFTY-ONE YEAR LEASE BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO
 2 AND MOUNTAIN VIEW APARIMENTS, A LIMITED PARTNERSHIP, JACK BASKIN, GENERAL PARTNER,
 3 LESSEE, FOR PARKING AND LANDSCAPING.

4
 5 RESOLVED, That the lease of that certain 1.96 acres of pipeline right of way
 6 land between the City and County of San Francisco, Lessor, and the Mountain View
 7 Apartments, A Limited Partnership, Jack Baskin, General Partner, Lessee; said
 8 lease having been awarded pursuant to Public Utilities Commission Resolution No.
 9 80-0085 adopted on February 26, 1980, to provide that the rental for the fifty-one
 10 year period commencing April 1, 1980, and terminating March 31, 2031, shall be
 11 \$11,175.00 per year, plus reimbursement of taxes and assessments, with periodic
 12 rental adjustments every three (3) years for each succeeding three (3) year
 13 period in direct proportion to any change in the project gross income and with the
 14 additional provision that the minimum annual rental shall not be less than
 15 \$11,175.00 during said fifty-one (51) year period is hereby approved.

17 APPROVED:

18 
 19 _____
 20 General Manager

APPROVED AS TO FORM
 GEORGE AGNOST, City Attorney

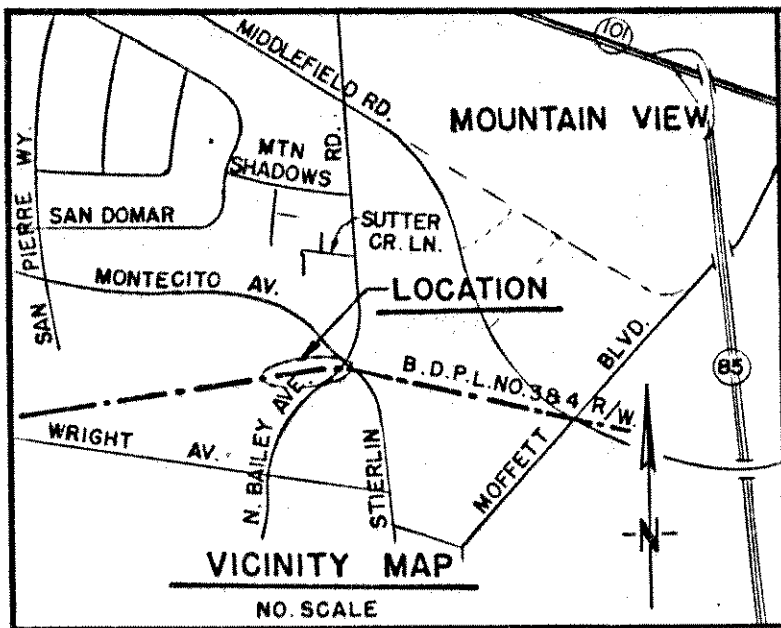
By _____
 Deputy City Attorney

21 PUBLIC UTILITIES COMMISSION

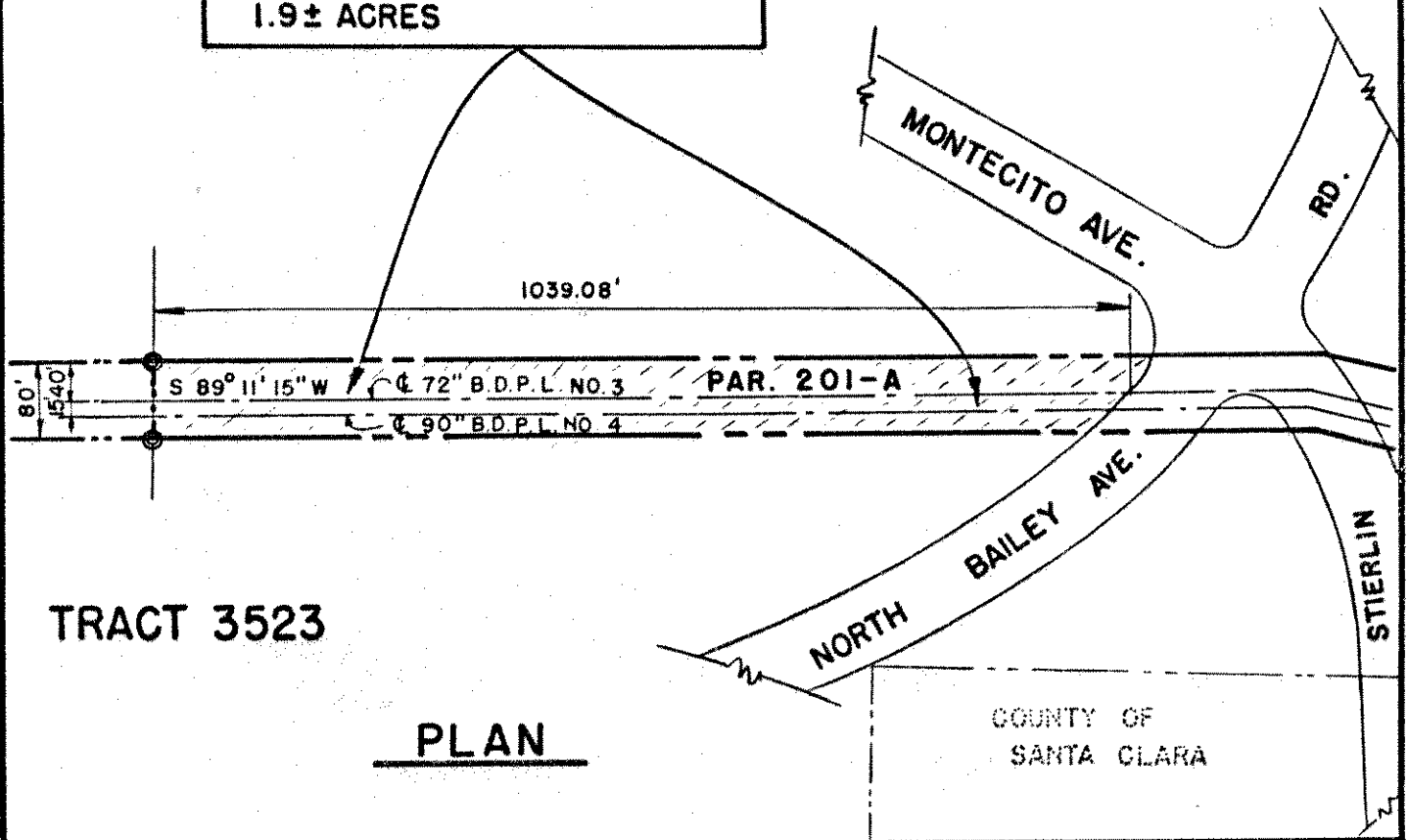
22 Resolution No. 80-0085

23 Adopted: February 26, 1980

24
 25
 26
 27
 28
 29
 30



LOCATION OF PROPERTY AS COVERED BY THIS LEASE
1.9± ACRES



CITY AND COUNTY OF SAN FRANCISCO
PUBLIC UTILITIES COMMISSION
SAN FRANCISCO WATER DEPARTMENT

LEASE TO MOUNTAIN VIEW APTS.
FOR PARKING & LANDSCAPING
B. D. P. L. No. 3 & 4 R/w, PAR. 201-A TRACT 3523 S. C. CO.

| | | | | |
|------------------------------------|----------------------|----------------|----------|------------------------------|
| APPROVED | SCALE 1" = 200' - 0" | BY K. Y. CHIU | DR. P. S | DRAWING NO. B-4159 |
| APPROVED | | REVIEWED | CH. | |
| GENERAL MANAGER AND CHIEF ENGINEER | | DATE 12-2-1979 | REVISED | |

FILE NO. 65-80-7

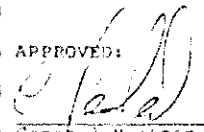
ORDINANCE NO. 195-80

1 APPROVING A FIFTY-ONE YEAR LEASE BETWEEN THE CITY AND COUNTY OF SAN
2 FRANCISCO AND MOUNTAIN VIEW APARTMENTS, A LIMITED PARTNERSHIP, JACK
3 BASKIN, GENERAL PARTNER, LESSEE, FOR PARKING AND LANDSCAPING.


4
5 WHEREAS, Resolution No. 242-80 approved the subject lease; and
6 WHEREAS, Section 7.402-1 of the Charter requires that such
7 approval be by Ordinance; now therefore

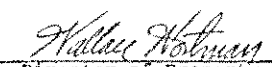
8 Be It Ordained By The People of the City and County of San
9 Francisco:

10 Section 1. The lease of that certain 1.96 acres of pipeline right
11 of way land between the City and County of San Francisco, Lessor, and
12 Mountain View Apartments, a limited partnership, Jack Baskin, General
13 Partner, Lessee; said lease having been awarded pursuant to Public
14 Utilities Commission Resolution No. 80-0085 adopted on February 26, 1980,
15 to provide that the rental for the fifty-one year period commencing
16 April 1, 1980, and terminating March 31, 2031, shall be \$11,175.00 per
17 year, plus reimbursement of taxes and assessments, with periodic rental
18 adjustments every three (3) years for each succeeding three (3) year
19 period in direct proportion to any change in the project gross income
20 and with the additional provision that the minimum annual rental shall
21 not be less than \$11,175.00 during said fifty-one (51) year period is
22 hereby approved.

23
24 APPROVED:
25 
26 General Manager
27
28 PUBLIC UTILITIES COMMISSION
29 Resolution No. 80-0085
30 Adopted: February 26, 1980

APPROVED AS TO FORM:
GEORGE AGNOST, City Attorney

By 
Deputy City Attorney

APPROVED:

Director of Property

BOARD OF SUPERVISORS

Real Estate Department
Attn: L. Paderna
450 McAllister St.
San Francisco, Ca. 94102

RECEIVED
MAY 10 1980
REAL ESTATE DEPARTMENT

Passed for Second Reading
Board of Supervisors, San Francisco
APR 28 1980

Ayes: Supervisors Bards, Britt, Horanzy, Hutch,
Kopp, Lawson, ~~Malmer~~, Renne, Silver, Walker,
Ward.

~~Missing Supervisors~~

Absent: Supervisor MOLINARI

 Clerk

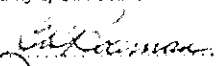
Read Second Time and Finally Passed
Board of Supervisors, San Francisco
MAY 9 1980

Ayes: Supervisors Bards, Britt, Horanzy, Hutch,
Kopp, Lawson, Molinari, Renne, Silver, Walker,
Ward.

~~Missing Supervisors~~

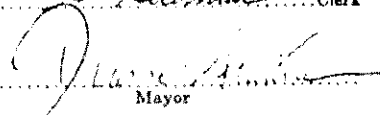
~~Absent Supervisors~~

I hereby certify that the foregoing ordinance was
finally passed by the Board of Supervisors of the
City and County of San Francisco.

 Clerk

65-80-7
File No.

MAY 09 1980
Approved


Mayor