

Attachment 6: Cesar Chavez Access Easement Agreement

The undersigned hereby declares this instrument to be exempt from Recording Fees (CA Govt. Code §27383) and Documentary Transfer Tax (CA Rev. & Tax Code §11922 and S.F. Bus. & Tax Reg. Code §1105)

Recording requested by and when recorded mail to:

City and County of San Francisco
Municipal Transportation Agency
1 South Van Ness Avenue, 8th Floor
San Francisco, CA 94103
Attn: Real Estate Section

with a copy to:

Real Estate Division
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102
Attn: Director of Property

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

CESAR CHAVEZ ACCESS EASEMENT AGREEMENT
(Portion of APN Block 4382, Lots 003 and 005)

This Cesar Chavez Access Easement Agreement (this "**Agreement**"), by and between the City and County of San Francisco, a municipal corporation ("**City**"), acting by and through its Municipal Transportation Agency, and the State of California, acting by and through its Director of Transportation ("**Caltrans**"), is executed as of _____, 2017 (the "**Effective Date**").

RECITALS

A. City owns that certain real property in San Francisco, California, which is commonly known as a portion of APN Block 4382, Lot 005, which abuts a portion of Cesar Chavez Street, and is further described on the attached Exhibit A-1 and depicted on the attached Exhibit B (the "**City Lot 5**").

B. City owns that certain real property in San Francisco, California, which is commonly known as a portion of APN Block 4382, Lot 003, which abuts a portion of City Lot 5, and is further described on the attached Exhibit A-2 and depicted on the attached Exhibit B (the "**Former Caltrans Property**"). City acquired the Former Caltrans Property from Caltrans pursuant to that certain Director's Deed (DD-030660-01-02) ("**Director's Deed**") recorded in the Official Records of San Francisco County concurrently with this Agreement.

C. State owns that certain real property depicted on the attached Exhibit B (the "**State Property**"), which partially abuts a portion of the southern boundary of the City Lot 5 and the western boundary of the Former Caltrans Property, and which State leases to City pursuant to an Airspace Lease between City and State, dated as of _____, 2017, for an initial term of fifty (50) years, as such initial term may be extended by City's two 15-year options to extend such term (the "**Lease**").

D. City owns that certain real property located between the eastern boundary of the Former Caltrans Property and Indiana Street, as further depicted on the attached Exhibit B (the "City Bus Yard"), and City and State have entered into an access agreement dated as of the Effective Date (the "Indiana Street Access License") to provide for State's ingress and egress between the State Property and Indiana Street by crossing the City Bus Yard and the Former Caltrans Property until City completes the Curb Cut Work (as defined in Section 3(a) below), unless City's obligation as to the Curb Cut Work is waived by State in writing, and the Lease expires or is terminated.

E. City and State wish to enter into this Agreement to (i) provide State with an easement for ingress and egress between the State Property and Cesar Chavez Street over the surface of the twenty-four foot (24') wide area on City Lot 5 and the Former Caltrans Property described on the attached Exhibit C (the "Easement Area") and depicted on the attached Exhibit B on the terms specified in this Agreement, and (ii) terminate the easement granted to State over portions of City Lot 5 by Western Pacific Railroad Company and recorded in the Official Records of San Francisco County at Book A520, Page 480 on December 24, 1962 (the "1962 Easement") and the easement reserved by State on "Parcel 1" of the Former Caltrans Property under the Directors Deed, as further described in Exhibit A to the Directors Deed.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, City and State hereby agree as follows:

1. Grant of Easement; Termination of 1962 Easement and Reserved Director's Deed Easement. Pursuant to the terms and conditions specified in this Agreement, City grants to State an easement for ingress and egress over the surface of the Easement Area for the exercise of its rights and obligations hereunder. On the full execution of this Agreement, City shall record it in the Official Records of San Francisco, and on such recordation, the 1962 Easement and the non-exclusive easement reserved in the Director's Deed shall automatically terminate. State shall concurrently execute and record a Quitclaim Deed terminating any and all interest in the 1962 Easement and the non-exclusive easement reserved on "Parcel 1" of the Former Caltrans Property in the Director's Deed.

2. Use of the Easement Area.

(a) Subject to City's rights under Section 3(c) below, State may use the Easement Area only for (i) commercial and regular vehicular and pedestrian ingress to the State Property from Cesar Chavez Street, and egress from the State Property to Cesar Chavez Street, by State and any of its employees, agents, representatives, contractors, subcontractors, tenants, and licensees (each, an "Agent") or invitees (but not the general public) and (ii) the performance of State's obligations under this Agreement (collectively, the "Permitted Uses"), all in compliance with all applicable laws. Notwithstanding anything to the contrary in the foregoing sentence, during the period the Indiana Street Access License is in effect, State and its Agents and invitees shall not use the Easement Area pursuant to this Agreement and shall only access the State Property from Indiana Street on the terms and conditions set forth in the Indiana Street Access License.

(b) In entering the Easement Area pursuant to this Agreement, the State shall use, and shall cause its Agents and invitees to use, reasonable efforts to minimize any interference in the use of the Easement Area by City or its Agents. The State shall conduct, and shall cause its Agents and invitees to conduct, entry on the Easement Area in a safe and reasonable manner that avoids damage to the Easement Area and any improvements, fixtures, equipment or personal

property located on, under or about the Easement Area (collectively, the "Improvements"), and shall not operate or place vehicles or equipment in the Easement Area that exceed the loading standards established by AASHTO-H20 or its equivalent. State acknowledges that the Permitted Uses do not include the installation of utilities or the parking or storage of vehicles, equipment or other property within the Easement Area, except temporarily as reasonably necessary for the performance of State's obligations under Section 3(b).

(c) During the term of the Indiana Street License, City shall have the right to use the Easement Area for any purpose and to install, maintain, modify, and remove any improvements; provided, however, as of the date the State commences use of the Easement Area pursuant to this Agreement, and during State's use of the same pursuant to this Agreement, City (i) shall remove any improvements installed by City on or over the Easement Area to the extent they interfere with the Permitted Uses, and (ii) shall not do anything in, on, or about the Easement Area that would unreasonably interfere with State's Permitted Uses of the Easement Area, subject to City's rights under Section 3(c) below.

(d) City shall have the right to install one or more gates on the Easement Area, provided that as of the date the State commences use of the Easement Area pursuant to this Agreement, and during State's use of the same pursuant to this Agreement, City shall provide State with the means to open such gates at will. In opening any such gates, State shall close, and cause its Agents and invitees to close, the gates after passing through them.

3. Maintenance, Repair, and Relocation.

(a) Prior to the termination of the Indiana Street Access License and the commencement of the State's Permitted Uses of the Easement Area, City shall install, at its sole cost, a curb cut that has a minimum width of twenty-four (24) feet (or the applicable commercial driveway standard in place at the time the cut is made) and is suitable for regular and commercial vehicular ingress and egress from Cesar Chavez Street onto the Easement Area at the boundary of the Easement Area and Cesar Chavez Street (the "**Curb Cut Work**"). Completion of the Curb Cut Work shall be a condition of terminating the Indiana Street Access License unless State waives City's obligation to perform the Curb Cut Work in writing. Immediately prior to the date the State commences use of the Easement Area pursuant to this Agreement, City shall cause the Easement Area to be in a paved and level condition.

(b) Except for City's obligations under Section 3(a) above and Section 3(d) below, City shall have no obligation to maintain the Easement Area; provided, however, that City shall not take any action that makes the surface of the Easement Area unsuitable for pedestrian and regular and commercial vehicular access purposes, subject to City's rights under Section 3(d) below. If City takes any such action, City shall promptly repair the Easement Area to restore it to a condition suitable for pedestrian and regular and commercial vehicular access purposes, and shall provide State with reasonable alternative access for the same purposes as provided for in this Agreement until such time as the Easement Area is restored.

(c) If the Easement Area or any of the Improvements is damaged by the use of the Easement Area by State or its Agents or invitees, State shall promptly notify City of such damage. State shall repair and restore such damaged portion of the Easement Area or Improvements at its sole cost to the condition they were in immediately prior to such damage, subject to City's prior written consent to State's plans and specifications for such repairs and restoration. If State fails to timely perform such repair and restoration obligation within a reasonable time, City may, at its sole discretion, remedy such failure at the State's expense at any time thereafter with at least thirty (30) days' prior written notice of City's intention to cure such failure (unless City determines such failure will cause immediate danger to health or property, in which case no such notice shall be required).

Notwithstanding anything to the contrary in the foregoing paragraph, if City's subsurface sewage transport storage structures and sewer line in the Easement Area (the "**Sewer Facilities**") are damaged by use of the Easement Area by State or its Agents or invitees, City may elect, in its sole discretion, to repair and restore such damaged Sewer Facilities at State's cost. City's election to cure any of the State's failure to perform its repair obligations or to repair and restore any damaged Sewer Facilities under this Section shall not be construed as a waiver of any of City's legal rights or remedies, nor imply any duty of City to do any act that the State is obligated to perform hereunder. State shall pay to City, promptly upon demand, all actual costs incurred by City in remedying or attempting to remedy such default or in repairing and restoring any damaged Sewer Facilities pursuant to this Section.

(d) City shall have the right to restrict the State's vehicular and pedestrian access on the Easement Area to the extent reasonably necessary to accommodate City's inspection, repair, maintenance and replacement of the Sewer Facilities and any pavement in the Easement Area (the "**City Work**") by delivering no less than fifteen (15) days' prior written notice of such restriction to State; provided that no such prior written notice shall be required in the event of an emergency. Notwithstanding anything to the contrary in the foregoing sentence, City shall reasonably accommodate any State vehicular and pedestrian access on the Easement Area required for freeway maintenance and repair activities during the period of any such City Work and shall provide alternative ingress and egress to the State Property during such period(s). If the Easement Area is damaged by any City Work, City shall restore the Easement Area to the condition it was in immediately prior to the commencement of such City Work.

4. Hazardous Materials. State shall not use, store, locate, handle or cause or permit the dumping or other disposal or release of any Hazardous Material (defined as follows) on or about the Easement Area. If there is a leakage or spill of Hazardous Materials on the Easement Area as a result of the activities of State or its Agents (a "**State Release**"), State shall bear the cost and expense to remediate such leakage or spill in compliance with applicable laws; provided, however, that State shall have no obligation under this Agreement to remediate any pre-existing Hazardous Materials discovered on the Easement Area through the investigation or remediation of a State Release except to the extent such pre-existing Hazardous Materials were caused by the activities of State or its Agents.

"**Hazardous Material**" means material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to public health, welfare or the environment. "Hazardous Material" includes, without limitation, any material or substance defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 et seq., or pursuant to Section 25316 of the California Health & Safety Code; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the Easement Area or are naturally occurring substances in the Easement Area, and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids. The term "release" or "threatened release" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under or about the Easement Area. Notwithstanding anything to the contrary in this Section, motor vehicles and equipment driven by State or its Agents across the Easement Area pursuant to this Agreement may contain gasoline or petroleum products to the extent they are for the exclusive use of such vehicle or equipment.

If State defaults in its obligations under this Section, then State shall indemnify, defend

and hold harmless City against any and all Claims (defined as follows) arising at any time as a result of such default, except to the extent such Claims arise from the negligence or misconduct by City or its Agents. "Claims" shall mean all liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses, including, without limitation, direct and vicarious liability of every kind. State's foregoing indemnity obligation shall survive the termination or extinguishment of this Agreement or the easement granted hereunder.

5. Insurance.

(a) City acknowledges that State is self-insured and shall not be required to carry any insurance policies with respect to this Agreement. If fee ownership of the State Property is vested in any party other than the State of California (each, a "Successor Owner"), City shall have the right to require such Successor Owner to procure, carry, and cause its Agents (each, a "Successor Third Party") to procure and carry, insurance coverage, at its sole expense and in form and amounts and from an insurer reasonably required by City, at all times of entry on the Easement Area by such Successor Owner or Successor Third Party, or their respective Agents or invitees, pursuant to this Agreement. City shall also have the right to require that upon City's request a Successor Owner or Successor Third Party shall deliver to City certificates and endorsements of insurance in form and with insurers satisfactory to City, evidencing the coverages required hereunder, together with complete copies of the policies at City's request. If such party fails to procure such insurance, or to deliver such policies, endorsements, or certificates, City shall have the right to procure, at its option, such insurance on such defaulting party's behalf, and to require that such party pay the City for the cost thereof within five (5) days of City's delivery of bills therefor.

(b) If any Agent of State (each, a "State Third Party") enters the Easement Area pursuant to this Agreement, such State Third Party shall procure at its expense and keep in effect at all times of such entry, the insurance policy or policies that State requires of such State Third Party, and to name City as an additional insured on such policy(ies), during such State Third Party's entry and use of the Easement Area. Such State Third Party shall deliver a certificate of insurance in form satisfactory to City evidencing such coverage.

(c) Compliance by a State Third Party, Successor Owner, or Successor Third Party with the provisions of this Section shall in no way relieve or decrease such party's indemnification obligations or other obligations under this Agreement. Each State Third Party, Successor Owner, and Successor Third Party shall be responsible, at its expense, for separately insuring its personal property.

(d) Notwithstanding anything to the contrary contained herein, by entry on the Easement Area by any State Third Party, Successor Owner, or Successor Third Party, such party shall be deemed to have waived any right of recovery against City for any loss or damage such party sustains with respect to the Easement Area, whether or not such loss is caused by the fault or negligence of such party, to the extent such loss or damage is covered by any insurance policy that the damaged party is required to hold under this Agreement or is otherwise actually recovered from any valid and collectible insurance policy covering such damaged party. If fee ownership of the State Property is vested in any party other than the State of California City shall have the right to require each Successor Owner, or Successor Third Party to obtain a waiver of subrogation endorsement from each insurance carrier issuing policies relative to its entry on the Easement Area; provided, however, that failure to do so shall not affect the above waiver.

(e) City shall have the right to periodically review the limits and types of insurance to be carried by any Successor Owner or Successor Third Party pursuant to this Section. If, at the time of such review, the general commercial practice in the City and County of San Francisco is to carry liability insurance in an amount or with coverage materially greater than the amount or

coverage then required under this Agreement for risks comparable to those associated with the entry on the Easement Area pursuant to this Agreement, then City in its sole discretion shall have the right to increase the amounts or coverage such Successor Owner or Successor Third Party is required to carry under this Agreement to conform to such general commercial practice.

(f) Nothing herein is intended nor shall be construed to impose any obligation on the State of California as to a Successor Owner's or Successor Third Party's compliance with requirements imposed by City.

6. Indemnity. State shall indemnify, defend, and hold harmless City and City's Agents and each of them, from and against any and all Claims arising from claims raised by any party other than State against City or any of City's Agents and arising out of or relating to the use of the Easement Area by State or any of State's Agents, except to the extent caused by the intentional acts or negligence of City or any of City's Agents; provided, however, that State shall not be liable under any circumstances for any consequential, incidental or punitive damages (all as defined under law). The foregoing indemnities shall include, without limitation, reasonable attorneys', experts' and consultants' fees and costs, and shall survive any termination or extinguishment of this Agreement or the easement granted hereunder.

City shall indemnify, defend, and hold harmless State and State's Agents and each of them, from and against any and all Claims arising from claims raised by any party other than City against State or any of State's Agents arising out of or relating to the use of the Easement Area by City or any of City's Agents, except to the extent caused by the intentional acts or negligence of State or any of State's Agents; provided, however, that City shall not be liable under any circumstances for any consequential, incidental or punitive damages (all as defined under law). The foregoing indemnities shall include, without limitation, reasonable attorneys', experts' and consultants' fees and costs, and shall survive any termination or extinguishment of this Agreement or the easement granted hereunder.

7. Notices. All notices, demand, consents or approvals given hereunder shall be in writing and shall be personally delivered, or sent by a nationally-recognized overnight courier service that provides next business day delivery services, provided that next business day service is requested, or by United States first-class mail, postage prepaid, to the following addresses (or any other address that a party designates by written notice delivered to the other party pursuant to the provisions of this Section):

If to City: San Francisco Municipal Transportation Agency
1 South Van Ness Avenue, 8th Floor
San Francisco, CA 94103
Attn: Senior Manager, Real Estate Section

with a copy to: City and County of San Francisco
Real Estate Division
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102
Attn: Director of Property

If to State: Mark L. Weaver
Deputy District Director
Right of Way and Land Surveys
State of California Director of Transportation
P. O. Box 23440
Oakland, CA 94623-0440

with copy to:

State of California Department of Transportation
Legal Division
111 Grand Ave, Suite 11-100
Oakland CA, 94612

8. Waiver of Claims. State covenants and agrees that City shall not be responsible for or liable to State for, and hereby waives all rights against City and its Agents and releases City and its Agents from, any and all Claims incurred by State for any injury, accident or death of any person or loss or damage to any property in or about the Easement Area, except to the extent such Claims are within the indemnification obligations in Section 6 above, or are caused by City's breach of its obligations under this Agreement or the negligent, unlawful, or wrongful acts or omissions of City or its Agents. City covenants and agrees that State shall not be responsible for or liable to City for, and hereby waives all rights against State and its Agents and releases State and its Agents from, any and all Claims incurred by City for any injury, accident or death of any person or loss or damage to any property in or about the Easement Area, except to the extent such Claims are within the indemnification obligations in Section 6 above, or are caused by State's breach of its obligations under this Agreement or negligent, unlawful, or wrongful acts or omissions of State or its Agents.

Neither party shall be liable under any circumstances to the other party for any consequential, incidental or punitive damages (all as defined under law), arising from such party's breach of its obligations under this Agreement or the acts or negligence of such party or its Agents or invitees.

9. Run with the Land; Exclusive Benefit of Parties. The rights and obligations set forth herein shall run with the land and shall bind and inure to the benefit of the parties' respective successors and assigns with respect to City Lot 5, the Former Caltrans Property, and the State Property. This Agreement is for the exclusive benefit of State and its successors and assigns to the State Property and not for the benefit of, nor give rise to any claim or cause of action by, any other party. This Agreement shall not be deemed a dedication of any portion of the Easement Area to or for the benefit of the general public.

10. Condition of the Property. Subject to City's performance of its obligations under Section 3(a) above, STATE ACCEPTS THE EASEMENT AREA IN ITS "AS IS" CONDITION FOR STATE'S USES PURSUANT TO THIS AGREEMENT, AND ACKNOWLEDGES AND AGREES THAT NEITHER CITY NOR ANY OF ITS AGENTS HAVE MADE, AND CITY HEREBY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE EASEMENT AREA. Without limiting the foregoing, this Agreement is made subject to all applicable laws, rules and ordinances governing the use of the Easement Area, and to any and all covenants, conditions, restrictions, easements, encumbrances, claims of title and other title matters affecting the Easement Area, whether foreseen or unforeseen, and whether such matters are of record or would be disclosed by an accurate inspection or survey. It is State's sole obligation to conduct an independent investigation of the Easement Area and all matters relating to its use hereunder, including, without limitation, the suitability of the Easement Area for such uses. State, at its own expense, shall obtain such permission or other approvals from any third parties with existing rights to the Easement Area if necessary for State's use of the Easement Area in the manner contemplated hereby.

11. Possessory Interest Taxes. State recognizes and understands that this Agreement may create a possessory interest subject to property taxation for any State Third Party, Successor Owner, or Successor Third Party, and that such party may be subject to the payment of property taxes levied on such interest under applicable law. State shall include language in any future lease or similar use agreement with a State Third Party that requires such State Third Party to pay taxes of any kind, including possessory interest taxes, if any, that may be lawfully assessed

on its interest in or use of the Easement Area under this Agreement and to pay any other taxes, excises, licenses, permit charges or assessments based on such interest or usage of the Easement Area that may be imposed on such State Third Party by applicable law. Each Successor Owner or Successor Third Party shall pay taxes of any kind, including possessory interest taxes, if any, that may be lawfully assessed on its interest in or use of the Easement Area under this Agreement and to pay any other taxes, excises, licenses, permit charges or assessments based on such interest or usage of the Easement Area that may be imposed on such party by applicable law. Such party shall pay all of such charges when they become due and payable and before delinquency. Nothing herein is intended or shall be construed to constitute consent by the State of California to imposition of any tax or assessment of any kind on it.

12. Prohibited Activities.

(a) State shall not use or apply, or allow its Agents to use or apply, any pesticides on the Easement Area without the prior written consent of City, which consent shall be conditioned upon the incorporation of the proposed pesticide use into the City integrated pest management policy applicable to the Easement Area pursuant to Chapter 3 of the San Francisco Environment Code, as may be modified or replaced.

(b) State acknowledges and agrees that no advertising of alcoholic beverages is allowed on the Easement Area. For purposes of this Section, "alcoholic beverage" shall be defined as set forth in California Business and Professions Code Section 23004.

(c) State acknowledges and agrees that no sale or advertising of cigarettes or tobacco products is allowed on the Easement Area.

13. General Provisions.

(a) This Agreement may be amended or modified only by a writing signed by City and State and recorded in the Official Records of the City and County of San Francisco.

(b) No waiver by any party of any of the provisions of this Agreement shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver.

(c) This Agreement contains the entire agreement between the parties with respect to the matters set forth herein and all prior negotiations, discussions, understandings and agreements are merged herein.

(d) City's obligations under this Agreement shall be governed by City's Charter and California law.

(e) This Agreement shall be governed by California law.

(f) This Agreement does not create a partnership or joint venture between City and State as to any activity conducted by State on, in or relating to the Easement Area.

(g) City's obligations hereunder are contingent upon approval of this instrument by the San Francisco Municipal Transit Agency's Board of Directors and the City's Board of Supervisors and Mayor, each in their respective sole discretion, and the easement granted hereunder and this Agreement shall be null and void if such approval is not obtained.

(h) Time is of the essence of this Agreement and each party's performance of its obligations hereunder.

(i) All representations, warranties, waivers, releases, and indemnities given or made in this Agreement shall survive the termination of this Agreement or the extinguishment of the easement granted hereunder.

(j) If any provision of this Agreement is deemed invalid by a judgment or court order, such invalid provision shall not affect any other provision of this Agreement, and the remaining portions of this Agreement shall continue in full force and effect, unless enforcement of this Agreement as partially invalidated would be unreasonable or grossly inequitable under all of the circumstances or would frustrate the purpose of this Agreement.

(k) All section and subsection titles are included only for convenience of reference and shall be disregarded in the construction and interpretation of the Agreement.

(l) State represents and warrants to City that the execution and delivery of this Agreement by State and the person signing on behalf of State below has been duly authorized to legally bind the State to the obligations herein, and City represents and warrants to State that the execution and delivery of this Agreement by City and the person signing on behalf of City below has been duly authorized to legally bind City to the obligations herein.

(m) This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A true and correct copy of this Agreement shall have the same force and effect of an original for all purposes allowed by law.

(n) This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein. In addition, each party has been represented by experienced and knowledgeable legal counsel. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purposes of the parties and this Agreement.

(o) State understands and agrees that City is entering into this Agreement in its capacity as a property owner with a proprietary interest in the Easement Area and not as a regulatory agency with police powers.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

STATE:

STATE OF CALIFORNIA
Department of Transportation

By: _____
Mark L. Weaver
Deputy District Director
Right of Way and Land Surveys

RECOMMENDED FOR APPROVAL:

By: _____
Suzann Goodhue
Senior Right of Way Agent
Acquisition Services

APPROVED AS TO FORM AND PROCEDURE:

By: _____
Lucille Baca
Attorney
State of California
Department of Transportation

[CITY SIGNATURE ON FOLLOWING PAGE]

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____

Edward D. Reiskin
Director of Transportation
San Francisco Municipal Transportation Authority

San Francisco Municipal Transportation Agency
Board of Directors

Resolution No: _____

Adopted: _____

Attest:
Secretary, SFMTA Board of Director

By: _____

John Updike
Director of Property

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____
Carol Wong, Deputy City Attorney

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of San Francisco)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit A-1

Legal Description of City Lot 5

For APN/Parcel ID(s): Lot 005, Block 4382

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF ARMY STREET (AS WIDENED) WITH THE WESTERLY LINE OF IOWA STREET; AND RUNNING THENCE WESTERLY ALONG THE SOUTHERLY LINE OF ARMY STREET 390 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 41 FEET; THENCE AT A RIGHT ANGLE EASTERLY 190 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 75 FEET; THENCE AT A RIGHT ANGLE EASTERLY 100 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 75 FEET; THENCE AT A RIGHT ANGLE EASTERLY 180 FEET TO THE EASTERLY LINE OF IOWA STREET; THENCE NORTHERLY ALONG THE LAST MENTIONED LINE 41 FEET TO THE SOUTHERLY LINE OF ARMY STREET; THENCE WESTERLY ALONG THE LAST MENTIONED LINE 80 FEET TO THE POINT OF BEGINNING.

BEING PART OF POTRERO NUEVO BLOCKS NOS. 327 AND 294, AND A PORTION OF PENNSYLVANIA AVENUE (NOW CLOSED), AND A PORTION OF IOWA STREET (NOW CLOSED).

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE LINES OF PARCEL 3 AS DESCRIBED IN THE DEED TO E.W. NEWELL, ET AL., RECORDED OCTOBER 22, 1926, BOOK 1333, PAGE 494, OFFICIAL RECORDS.

Exhibit A-2

Legal Description of Former Caltrans Property

PARCEL 1 (030660-01-02):

A portion of that parcel of land as described in the Grant Deed (State Parcel 30660) to the State of California recorded June 26, 1963 in Book A609 at Page 751, Official Records of the County of San Francisco, more particularly described as follows:

COMMENCING at a point on the general southerly line of said State Parcel 30660, said point being the southwesterly corner of that parcel of land as described in the Director's Deed (State Parcel 30660-DD) recorded December 5, 1973 in Book B832 at Page 213, Official Records of the County of San Francisco; thence along the said general southerly line of said State Parcel 30660, North 60°21'50" West, 112.36 feet; thence North 24°57'05" East, 38.55 feet to the POINT OF BEGINNING; thence South 87°28'50" East, 29.67 feet; thence South 59°58'49" East, 77.47 feet to the general westerly line of said Director's Deed (State Parcel 30660-DD); thence along last said line, the following two courses: 1) from a radial line that bears North 71°47'13" West, northerly along a curve to the right with a radius of 1150.00 feet, through an angle of 8°32'59", an arc length of 171.62 feet to a point of reverse curvature, 2) from a tangent curve to the left with a radius of 2565.00 feet, through an angle of 4°48'41", an arc length of 215.41 feet to the easterly line of said State Parcel 30660; thence along last said line, North 03°10'37" West, 89.26 feet to the northerly line of said State Parcel 30660, thence along last said line, South 86°49'23" West, 60.00 feet; thence South 24°57'05" West, 441.54 feet to the POINT OF BEGINNING.

CONTAINING an area of 0.981 acres, more or less.

RESERVING unto the State of California, its successors or assigns, a non-exclusive EASEMENT for ingress and egress and incidents thereto by the most reasonable and practicable means, upon, over, and across all of that parcel of land as described herein above.

PARCEL 2 (030660-01-03):

A portion of that parcel of land as described in the Grant Deed (State Parcel 30660) to the State of California recorded June 26, 1963 in Book A609 at Page 751, Official Records of the County of San Francisco, more particularly described as follows:

COMMENCING at a point on the general southerly line of said State Parcel 30660, said point being the southwesterly corner of that certain parcel of land described in the Director's Deed (State Parcel 30660-DD) recorded December 5, 1973 in Book B832 at Page 213, Official Records of the County of San Francisco; thence along the said general southerly line of said State Parcel 30660, North 60°21'50" West, 112.36 feet; thence North 24°57'05" East, 38.55 feet; thence South 87°28'50" East, 29.67 feet; thence South 59°58'49" East, 77.47 feet to the general westerly line of said Director's Deed (State Parcel 30660 DD) thence along last said line, from a radial line that bears North 71°47'13" West, southerly along a curve to the left with a radius of 150.00 feet, through an angle of 2°37'37", an arc length of 52.73 feet to the POINT OF COMMENCEMENT.

CONTAINING an area of 0.125 acres, more or less.

PARCEL 3 (030667-01-01):

The State of California, acting by and through its Director of Transportation, does hereby remise, release, and quitclaim unto the hereinabove named grantee, all right, title and interest in and to the portion of that parcel of land as described in the instrument (State Parcel 30667) to the State of California, recorded December 24, 1962 in Book A520 at Page 480, Official Records of the County of San Francisco, more particularly described as follows:

BEGINNING at the southerly terminus of that course described as "North 3°10'37" West, 1.55 feet" in said parcel, thence northeasterly along the easterly line of said parcel, from a radial line that bears S. 69°50'53" E., along the curve to the left with a radius of 2529.00 feet, through an angle of 0°02'18", an arc length of 1.69 feet to the easterly prolongation of that course described as "South 86°49'23" West, 410 feet" in said parcel; thence along said easterly prolongation, S. 86°49'23" W., 0.67 feet to the northerly terminus of said course described as "North 3°10'37" West, 1.55 feet" in said parcel, thence along last said course, S. 03°10'37" E., 1.55 feet to the POINT OF BEGINNING.

CONTAINING 1 square feet, more or less.

There shall be no abutter's rights of access appurtenant to the above-described real property in and to the adjacent State freeway.

The bearings and distances used in the above descriptions are on the California Coordinate System of 1927, Zone 3. Multiply the above distances by 1.0000717 to obtain ground level distances.

It is expressly made a condition herein that the conveyed property be used exclusively for a public purpose for a period of fifteen (15) years from the recorded date of this deed; that if said property ceases to be used exclusively for a public purpose, during this fifteen (15)-year period, the State may exercise its power of termination. In the event the State exercises its power of termination, all title and interest to said property shall revert to the State of California, Department of Transportation, and that the interest held by the grantee(s), named herein, or its/their assigns, shall cease and terminate.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature _____


Licensed Land Surveyor

Date _____

08/15/2014

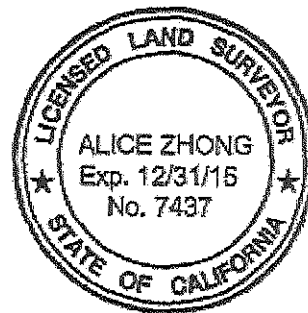
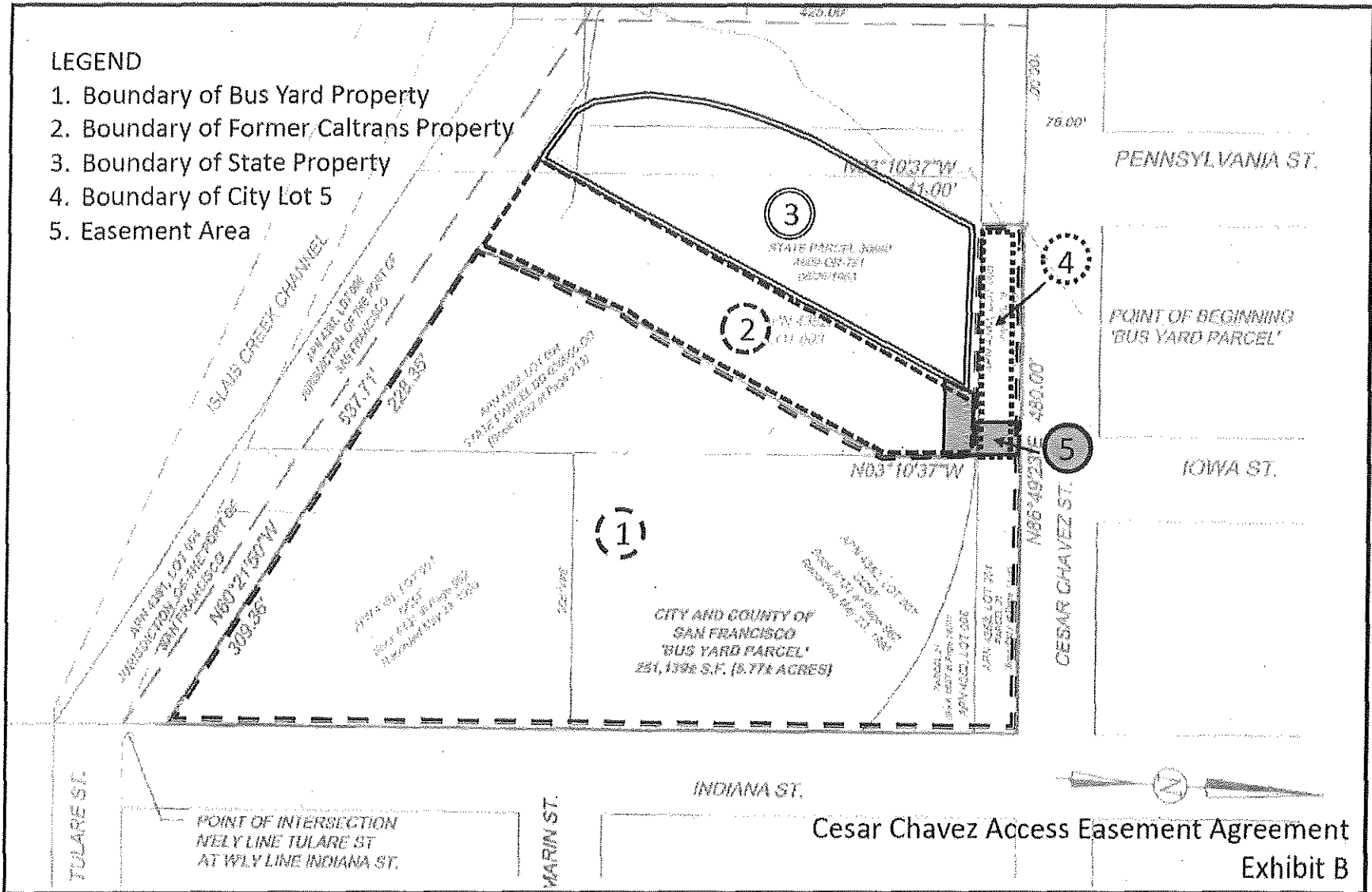


Exhibit B

**Depiction of City Lot 5, Former Caltrans Property,
State Property, City Bus Yard, and Easement Area**

LEGEND

- 1. Boundary of Bus Yard Property
- 2. Boundary of Former Caltrans Property
- 3. Boundary of State Property
- 4. Boundary of City Lot 5
- 5. Easement Area



Cesar Chavez Access Easement Agreement
Exhibit B

Exhibit C

Legal Description of Easement Area

An **EASEMENT** for access purposes as described in the Cesar Chavez Access Easement Agreement by and between the City and County of San Francisco, a municipal corporation, acting by and through its Municipal Transportation Agency, and the State of California, acting by and through its Director of Transportation, to which this exhibit is attached, described as follows:

Being a portion of Parcel 19 as described in Grant Deed from Union Pacific Railroad Company (A corporation of the State of Utah) to the City and County of San Francisco (a municipal corporation), recorded June 30, 1988 in Reel E627 at Image 1874 Official Records of the City and County of San Francisco and State Parcel 30660 as described in Grant Deed from Bernice Harris, et al to the State of California, recorded June 26, 1963 in Book A609 at Page 751, Official Records of the City and County of San Francisco, situate in the City and County of San Francisco, State of California, being more particularly described as follows:

PARCEL 63502:

BEGINNING at the point of intersection of the southerly line of Cesar Chavez Street, 75.00 feet wide, (Formerly Army Street as widened shown on 'Map of widening of Army Street from Third Street to De Haro Street' as per order of the Board of Supervisors under Resolution Number 15938. New series, approved July 31, 1918, A-S-84) with the westerly line of Iowa Street, 80.00 feet wide (as said street line existed prior to the closing of said street), said point also being on the northerly line of said Parcel 19;

thence leaving the line of said Cesar Chavez Street along the westerly line of said Iowa Street, South 03°10'37" East, 41.00 feet to a point on the southerly line of said Parcel 19, also being a point on the northerly line of said State Parcel 30660 from which from the northeasterly corner of said Parcel 30660 bears South 86°49'23" West, 20.00 feet distant;

thence leaving last said lines and across said State Parcel 30660 on the southerly prolongation of said westerly line of Iowa Street, South 03°10'37" East, 24.00 feet;

thence leaving the westerly line of said Iowa Street, South 86°49'23" West, 52.83 feet;

thence North 24°57'05" East, 27.21 feet to point on the southerly line of said Parcel 19, said point also being a point on the northerly line of said Parcel 30660 from which the northeasterly corner of said Parcel 30660 bears South 86°49'23" West, 60.00 feet distant;

thence along said southerly line of said Parcel 19 and said northerly line of said Parcel 30660, North 86°49'23" East, 16.00 feet;

thence leaving the line of last said Parcels and across the lands of said Parcel 19, North 03°10'37" West 41.00 feet to a point on the northerly line of said Parcel 19, also being a point on the southerly line of said Cesar Chavez Street;

thence along said northerly line of Parcel 19 and said southerly line of said Cesar Chavez Street, North 86°49'23" East 24.00 feet to the **POINT OF BEGINNING**.

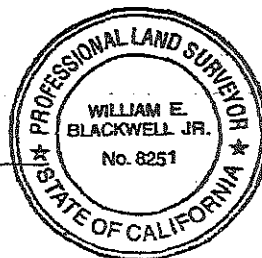
Containing an area of 2,098 Square Feet (0.05 Acres), more or less.

The bearings and distances used in above description are based on California Coordinate System of 1927, Zone 3. Multiply 1.0000717 to obtain ground level distances.

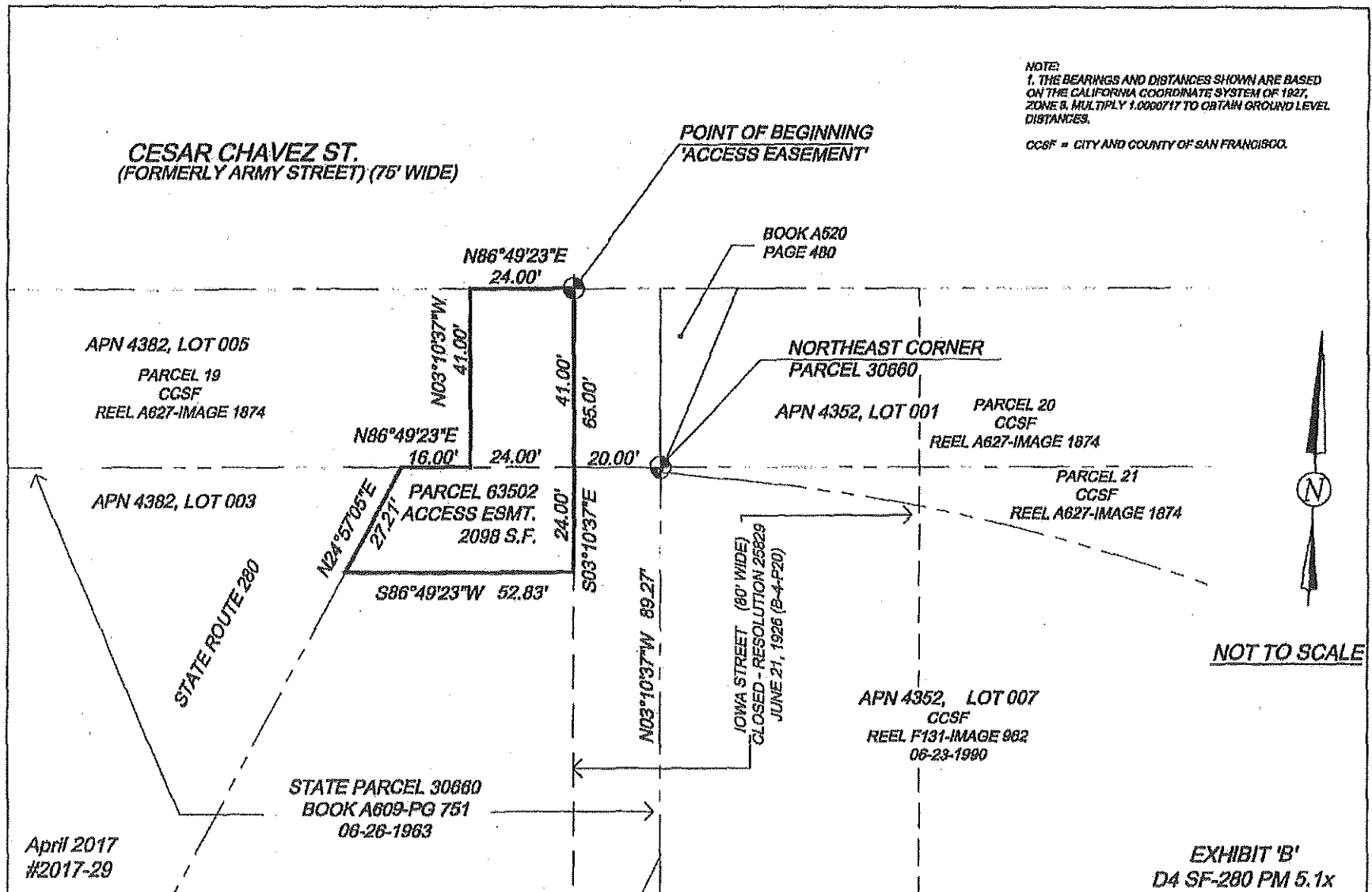
These real property descriptions have been prepared by me, or under my direction in conformance with the Land Surveyors Act.

Signature

William E. Blackwell Jr.
W
Jr., PLS 8251



NOTE:
 1. THE BEARINGS AND DISTANCES SHOWN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1927, ZONE 9. MULTIPLY 1.0000717 TO OBTAIN GROUND LEVEL DISTANCES.
 CCSF = CITY AND COUNTY OF SAN FRANCISCO.

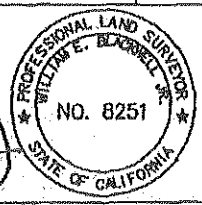


C-3

EXHIBIT B
PLAN TO ACCOMPANY LEGAL DESCRIPTION 'A'
 PREPARED BY:
BUREAU OF STREET USE AND MAPPING
DEPARTMENT OF PUBLIC WORKS
CITY AND COUNTY OF SAN FRANCISCO
 PHONE: 415.654.5827 FAX: 415.654.5324

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE LAND SURVEYORS ACT.

Signature: *William E. Blackwell*
 Date: *July 9, 2017*



Δ	BY	DATE	REVISIONS

IV-SF-253-SF
No. 30667-M

THE WESTERN PACIFIC RAILROAD COMPANY, a corporation,
Grantor, does hereby grant unto the STATE OF CALIFORNIA, Grantee,
an easement for highway purposes over and across that certain
real property situate in the City and County of San Francisco,
State of California, described as follows:

Commencing at a point on the southerly
line of Army Street, as widened, distant thereon
South 86° 49' 23" West, 242.10 feet from the
point of intersection of the westerly line of
Indiana Street and said southerly line of Army
Street; thence from a tangent that bears South
19° 06' 21" West, along a curve to the right, with
a radius of 2529.18 feet, through an angle of 1°
02' 46.2", an arc length of 46.18 feet, to the
property line common to the lands, now or formerly
of The Western Pacific Railroad Company, a corpo-
ration, and of Bernice Harris, et al, Trustees;
thence along said common property line North 3° 10'
37" West, 1.55 feet and South 86° 49' 23" West,
410 feet to the property line common to the lands,
now or formerly of The Western Pacific Railroad
Company and of Southern Pacific Company; thence
along said common property line North 3° 10' 37"
West, 41.01 feet to said southerly line of Army
Street; thence along last said line North 86°
49' 23" East, 427.90 feet, to the point of
commencement.

Containing an area of 17,197.0 square
feet, more or less.

52458 DEC 24 1962

BOOK 4520 PAGE 481

Said easement is granted upon the following conditions subsequent:

1. Grantor contributions will not be required toward cost of any future grade separation if and when any grade separation structure is required for highway purposes; however, this clause shall be null and void as to a future separation should any said separation be required because of change in railroad facilities.

2. This conveyance is made for the purposes of a freeway and the Grantor hereby releases and relinquishes to the Grantee any and all abutter's rights, including access rights, appurtenant to Grantor's remaining property, in and to said freeway.

3. In the event that the hereinabove described real property or any part thereof shall ever cease to be used for the purposes provided in this deed, the easement, or such part thereof as shall have ceased to be so used, and all right, title and interest of Grantee, its successors or assigns, therein shall revert to Grantor, its successors or assigns.

This instrument is subject to all valid existing contracts, leases, liens, encumbrances or claims of title which may affect the real property hereinabove described, and the word "grant" as used herein shall not be construed as a covenant against the existence of any thereof.

IN WITNESS WHEREOF, Grantor has, by its officers thereunto duly authorized by resolution of its Board of Directors, a certified copy of which resolution is hereunto attached, signed its corporate name and affixed its corporate seal this 16th day of November, 1962.

THE WESTERN PACIFIC RAILROAD COMPANY

By [Signature] President

By [Signature] Secretary

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STATE OF CALIFORNIA, }
CITY AND COUNTY OF SAN FRANCISCO } ss.

On this 16th day of November, 1962, before me,
EMMA N. McCLURE, a Notary Public in and for the City and County
of San Francisco, State of California, residing therein, duly
commissioned and sworn, personally appeared F. B. WHITMAN and
LOGAN PAINE, known to me to be the President and the Secretary,
respectively, of THE WESTERN PACIFIC RAILROAD COMPANY, the
corporation described in and that executed the within instru-
ment, and they acknowledged to me that such corporation executed
the same pursuant to a resolution of its Board of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand and af-
fixed my official seal at my office in the City and County of
San Francisco, the day and year in this certificate first above
written.

Emma N. McClure
EMMA N. McCLURE
Notary Public
in and for the City and County of
San Francisco, State of California

My Commission expires April 5, 1963.

(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE SEC. 27281)

THIS IS TO CERTIFY, That the State of California, grantee herein, acting by and through the Department of Public Works,
Division of Highways, hereby accepts for public purposes the real property, or interest therein, conveyed by the attached
instrument and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 18th day of December, 1962.

ROBERT B. BRADFORD
Director of Public Works

By *R. A. Hayler*
District Engineer and Attorney in Fact

52458 DEC 24 1962

I, LOGAN PAINE, Secretary of THE WESTERN PACIFIC RAILROAD COMPANY, a corporation, as such Secretary, do hereby CERTIFY that at a regular meeting of the Board of Directors of said corporation held at the office of said corporation on the 2nd day of October, 1962, at which a quorum of said Board was present, a resolution was duly and regularly passed in the words and figures following, to wit:

"RESOLVED, that this corporation execute and deliver to the STATE OF CALIFORNIA a grant deed, subject to all valid existing contracts, leases, liens, encumbrances or claims of title which may affect the property hereinafter described, and to such reservations, covenants and conditions as the President or any Vice President of this corporation shall deem reasonable and desirable, of an easement for highway purposes over and across that certain real property situate in the City and County of San Francisco, State of California, described as follows:

Commencing at a point on the southerly line of Army Street, as widened, distant thereon South $86^{\circ} 49' 23''$ West, 242.10 feet from the point of intersection of the westerly line of Indiana Street and said southerly line of Army Street; thence from a tangent that bears South $19^{\circ} 06' 21''$ West, along a curve to the right, with a radius of 2529.18 feet, through an angle of $1^{\circ} 02' 46.2''$, an arc length of 46.18 feet, to the property line common to the lands, now or formerly of The Western Pacific Railroad Company, a corporation, and of Bernice Harris, et al, Trustees; thence along said common property line North $3^{\circ} 10' 37''$ West, 1.55 feet and South $86^{\circ} 49' 23''$ West, 410 feet to the property line common to the lands, now or formerly of The Western Pacific Railroad Company and of Southern Pacific Company; thence along said common property line North $3^{\circ} 10' 37''$ West, 41.01 feet to said southerly line of Army Street; thence along last said line North $86^{\circ} 49' 23''$ East, 427.90 feet, to the point of commencement.

Containing an area of 17,197.0 square feet, more or less.

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BE IT FURTHER RESOLVED, that the President or any Vice President and the Secretary or any Assistant Secretary of this corporation be and they are hereby authorized and directed to execute said deed on behalf of this corporation and in its name and under its seal.

BE IT FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this corporation be and he

52458 DEC 24 1962

BOOK 4520 PAGE 486

is hereby authorized and directed to attach to said deed a copy of this resolution duly certified to by him as such Secretary or Assistant Secretary and under the seal of this corporation."

I DO FURTHER CERTIFY that said resolution has not been revoked or amended and that the same is now in full force and effect at the time of the execution hereof.

IN WITNESS WHEREOF, I have hereunto signed my name as such Secretary and affixed the seal of said corporation this 16th day of November, 1962.


Secretary of
THE WESTERN PACIFIC RAILROAD COMPANY

152458

1962 DEC 27 10 51 AM
SAN FRANCISCO
MARTIN MULLER

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STAMP

52458 DEC 24 62