

File No. 160193

Committee Item No. _____

Board Item No. 32

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: _____

Date: _____

Board of Supervisors Meeting

Date: March 8, 2016

Cmte Board

- | | | |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
| <input type="checkbox"/> | <input type="checkbox"/> | Public Correspondence |

OTHER

(Click the text below for a direct link to the document)

- | | | |
|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>PW Order No. 184622 - February 19, 2016</u> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Planning Determination and Notice of Special Restrictions</u>
<u>October 24, 2016</u> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Public Improvement Agreement</u> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Tax Certificates - February 29, 2016</u> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Final Maps</u> |

Prepared by: John Carroll

Date: March 3, 2016

Prepared by: _____

Date: _____

1 [Final Map 7780 - 1010-16 Street and 1400-7 Street]
2

3 **Motion approving Final Map 7780, a merger and subdivision of Assessor’s Block No.**
4 **3833 into a ten-lot airspace subdivision: Lot No. 1 being 388 residential condominium**
5 **units, and Lot Nos. 2 through 10 being 32 commercial condominium units, and**
6 **Assessor’s Block No. 3834 into a two lot airspace subdivision: Lot No. 11 being 65**
7 **residential condominium units, and Lot No. 12 being six commercial condominium**
8 **units, a mixed-use Condominium Project, located at 1010-16 Street and 1400-7 Street,**
9 **and also approving the Public Improvement Agreement related to this map; and**
10 **adopting findings pursuant to the General Plan, and the eight priority policies of**
11 **Planning Code, Section 101.1.**
12

13 MOVED, That the certain map entitled “FINAL MAP 7780”, a merger and subdivision of
14 Assessor’s Block No. 3833 into a ten lot airspace subdivision: Lot No. 1 being 388 residential
15 condominium units, and Lot Nos. 2 through 10 being 32 commercial condominium units, and
16 Assessor’s Block No. 3834 into a two lot airspace subdivision, Lot No. 11 being 65 residential
17 condominium units and Lot No. 12 being 6 commercial condominium units, a mixed-use
18 Condominium Project, located at 1010-16 Street and 1400-7 Street, comprising 7 sheets,
19 approved February 19, 2016, by Public Works Order No. 184622 is hereby approved and said
20 map is adopted as an Official Final Map 7780; and, be it

21 FURTHER MOVED, That the San Francisco Board of Supervisors adopts as its own
22 and incorporates by reference herein as though fully set forth the findings made by the City
23 Planning Department, by its letter dated October 24, 2013, that the proposed subdivision is
24 consistent with the objectives and policies of the General Plan, and the eight priority policies
25 of Planning Code, Section 101.1, and the California Environmental Quality Act pursuant to the

1 Final Environmental Impact Report and Notice of Special Restrictions #2012J349803 for Case
2 No. 2003.0527EKRSUX! as adopted by the Planning Commission on July 28, 2013; and, be it

3 FURTHER MOVED, That the San Francisco Board of Supervisors hereby authorizes
4 the Director of Public Works to enter all necessary recording information on the Final Map and
5 authorizes the Clerk of the Board of Supervisors to execute the Clerk's Statement as set forth
6 herein; and, be it

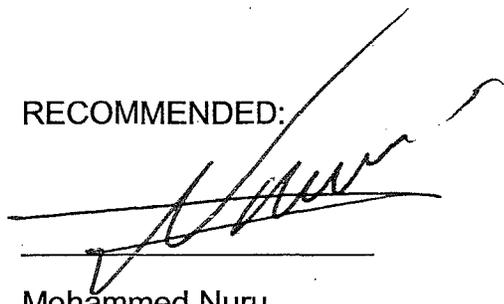
7 FURTHER MOVED, That Public Works recommends that the San Francisco Board of
8 Supervisors accept on behalf of the public the offer for dedication in fee for street, roadway,
9 and public utility purposes, subject to City Engineer certified completion and acceptance of
10 improvements: Portions of 16 Street, Hubbell Street, and 7 Street fronting on Assessor's
11 Block Nos. 3833 and 3834, and also those improvements being constructed within the
12 Daggett Street right of way between 16 Street and 7 Street that are included within the Public
13 Improvement Agreement but outside of the Major Encroachment Permit attached as Exhibit
14 "F" to the Public Improvement Agreement and adopted by the Board of Supervisors as
15 Ordinance No. 0173-15; and, be it

16 FURTHER MOVED, That Public Works further recommends that the San Francisco
17 Board of Supervisors approve the Public Improvement Agreement, dated January 12, 2016,
18 related to Final Map 7780; and, be it

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

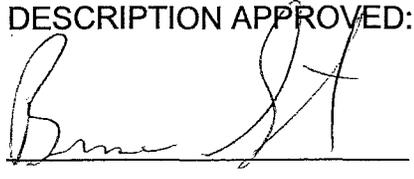
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RECOMMENDED:



Mohammed Nuru
Director of Public Works

DESCRIPTION APPROVED:



Bruce R. Storrs, PLS
City and County Surveyor



RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO

2016 FEB 23 PM 4:25

B

Office of the City and County Surveyor
1155 Market Street, 3rd Floor
San Francisco, Ca 94103
(415) 554-5827 ■ www.sfdpw.org



Edwin M. Lee, Mayor
Mohammed Nuru, Director

Bruce R. Storrs, City and County Surveyor

DPW Order No: 184622

**CITY AND COUNTY OF SAN FRANCISCO
SAN FRANCISCO PUBLIC WORKS**

APPROVING FINAL MAP 7780, 1010 16TH STREET AND 1400 7TH STREET, A MERGER AND SUBDIVISION OF ASSESSOR'S BLOCK NO. 3833 INTO A TEN LOT AIRSPACE SUBDIVISION: LOT 1 BEING 388 RESIDENTIAL CONDOMINIUM UNITS, AND LOTS 2 THROUGH 10 BEING 32 COMMERCIAL CONDOMINIUM UNITS, AND ASSESSOR'S BLOCK 3834 INTO A TWO LOT AIRSPACE SUBDIVISION, LOT 11 BEING 65 RESIDENTIAL CONDOMINIUM UNITS AND LOT 12 BEING 6 COMMERCIAL CONDOMINIUM UNITS, A MIXED-USE CONDOMINIUM PROJECT AND ALSO APPROVING THE PUBLIC IMPROVEMENT AGREEMENT RELATED TO THIS MAP.

"FINAL MAP 7780, A SUBDIVISION OF THAT CERTAIN REAL PROPERTY AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED AUGUST 24, 2011, DOCUMENT NO. 2011-J259169, OFFICIAL RECORDS, BEING A MERGER AND SUBDIVISION OF ASSESSOR'S BLOCK NO. 3833 INTO A TEN LOT AIRSPACE SUBDIVISION: LOT 1 BEING 388 RESIDENTIAL CONDOMINIUM UNITS, AND LOTS 2 THROUGH 10 BEING 32 COMMERCIAL CONDOMINIUM UNITS, AND ASSESSOR'S BLOCK 3834 INTO A TWO LOT AIRSPACE SUBDIVISION, LOT 11 BEING 65 RESIDENTIAL CONDOMINIUM UNITS AND LOT 12 BEING 6 COMMERCIAL CONDOMINIUM UNITS, A MIXED-USE CONDOMINIUM PROJECT", comprising 7 sheets.

The City Planning Department in its letter dated October 24, 2013, stated that the subdivision is in conformity with the General Plan, the Priority Policies of City Planning Code Section 101.1, and the California Environmental Quality Act pursuant to the Final Environmental Impact Report and Notice of Special Restrictions #2012J349803 for Case No. 2003.0527EKRSUX! as adopted by the Planning Commission on July 28, 2013.

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

The Final Map includes certain offers of dedication. The Department of Public Works recommends that the San Francisco Board of Supervisors accept on behalf of the public the offer for dedication in fee for street, roadway, and public utility purposes, subject to City Engineer certified completion and acceptance of improvements: Portions of 16th Street, Hubbell Street, and 7th Street fronting on Assessor's Blocks 3833 and 3834, and also those improvements being constructed within the Daggett Street right of way between 16th Street and 7th Street that are included within the Public Improvement Agreement but outside of the Major Encroachment Permit attached as Exhibit "F" to the Public Improvement Agreement and adopted by the Board of Supervisors as Ordinance No. 0173-15.



San Francisco Public Works
Making San Francisco a beautiful, livable, vibrant, and sustainable city.

The Department of Public Works further recommends that the San Francisco Board of Supervisors approve the Public Improvement Agreement, dated January 12, 2016 related to the above mentioned Final Map.

Transmitted herewith are the following:

1. One (1) paper copy of the Motion approving said map – one (1) copy in electronic format.
2. One (1) mylar signature sheet and one (1) paper set of the “Final Map 7780”, each comprising 7 sheets.
3. One (1) copy of the Tax Certificate from the Office of the Treasurer and Tax Collector certifying that there are no liens against the property for taxes or special assessments collected as taxes.
4. One (1) copy of the letter dated October 24, 2013, from the City Planning Department verifying conformity of the subdivision with the General Plan and the Priority Policies set forth in City Planning Code Section 101.1.
5. One (1) set of the Public Improvement Agreement dated January 12, 2016 with the following attachments:
 - Exhibit A – Amended and Restated In-Kind Agreement
 - Exhibit B – Legal Description
 - Exhibit C – General Sketch of Public Improvements
 - Exhibit D – City Engineer Estimate of Cost
 - Exhibit E – Declaration of Maintenance Covenants and Obligations
 - Exhibit F – Major Encroachment Permit
 - Exhibit G – Maintenance License Agreement

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

2/19/2016

2/19/2016

X Bruce R. Storrs

Storrs, Bruce
City and County Surveyor
Signed by: Storrs, Bruce

X Mohammed Nuru

Nuru, Mohammed
Director, DPW
Signed by: Nuru, Mohammed



San Francisco Public Works
Making San Francisco a beautiful, livable, vibrant, and sustainable city.



Edwin M. Lee, Mayor
Mohammed Nuru, Director
Fuad S. Sweiss, PE, PLS,
City Engineer & Deputy Director of Engineering



Phone: (415) 554-5827
Fax: (415) 554-5324
www.sfdpw.org
Subdivision.Mapping@sfdpw.org

RECEIVED
13 OCT 26 AM 10: 06

Department of Public Works
Office of the City and County Surveyor
1155 Market St 3rd Floor
San Francisco, CA 94103

Bruce R. Storrs, City and County Surveyor

TENTATIVE MAP DECISION

September 18, 2013

2013.13514

Department of City Planning
1650 Mission Street, Suite 400
San Francisco, CA 94103

Attention: Mr. Scott F. Sanchez

Project ID:	7780		
Project Type:	592 Mixed Use Condominium Project (453 Residential and 39 Commercial units)		
Address #	Street Name	Block	Lot
1000 and 800	16 th Street	3833 3834	01, 02, 03 01

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

X The subject Tentative Map has been reviewed by the Planning Department and does comply with applicable provisions of the Planning Code subject to the following conditions (Any requested documents should be sent in with a copy of this letter to Scott F. Sanchez at the above address):
SEE ATTACHED DOCS.

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

- Enclosures:**
 Application
 Print of Tentative Map

Sincerely,

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

PLANNING DEPARTMENT

DATE 10.24.13

C. Lamorena

Mr. Scott F. Sanchez, Zoning Administrator
IMPROVING THE QUALITY OF LIFE IN SAN FRANCISCO



SAN FRANCISCO PLANNING DEPARTMENT

Per Final EIR and NSR #2012J349803 for Case No. 2003.0527EKRSUX! adopted by the Planning Commission of the City and County of San Francisco on July 28, 2013, as set forth in Planning Commission Motion No. 18419, per Building Application Nos. 201112070234 and 201112070227 to construct to new mixed-use buildings (up to 470 dwelling units, approximately 15,000 square feet of ground floor retail, approximately 8,000 square feet of PDR space, and parking for approximately 306 spaces).

1650 Mission St.
Suite 400
San Francisco,
CA 94103-2479

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

CL: G:\DOCUMENTS\2013\Condos\1501 Filbert St - Approval Memo.doc

NOTICE OF SPECIAL RESTRICTIONS UNDER THE PLANNING CODE

2390
7-30-12

CONFIRMED COPY of document recorded

RECORDING REQUESTED BY:)
)
And When Recorded Mail To:)
)
Name: Archstone)
)
Address: 807 Broadway, Ste 210)
)
City: Oakland)
)
California 94607)

02/06/2012.2012J349803

) Space Above This Line For Recorder's Use

I (We) Archstone Daggett Place LLC the owner(s) of that certain real property situated in the City and County of San Francisco, State of California, more particularly described as follows (or see attached sheet marked Exhibit A on which property is more fully described):

see attached sheet marked Exhibit A

RECEIVED

FEB 06 2012

CITY & COUNTY OF S.F.
PLANNING DEPARTMENT
RECEPTION DESK

Being Assessor's Block 3833, Lots 001, 002, 003, and Block 3834 Lot 001, commonly known as 1000 16th Street, hereby give notice that there are special restrictions on the use of said property under Part II, Chapter II of the San Francisco Municipal Code (Planning Code).

Said restrictions consist of conditions attached to Section 309 Application No. 2003.0527EX authorized by the Planning Commission of the City and County of San Francisco on July 28, 2010 as set forth in Planning Commission Motion No. 18419, to allow the construction of two new six-story, 68-foot buildings consisting of up to 470 dwelling units, approximately 15,000 square feet of ground floor retail, approximately 8,000 square feet of production, distribution, and repair (PDR) space, parking for approximately 306 spaces, to allow exceptions for rear yard, dwelling unit exposure, off-street loading, horizontal mass reduction and ground floor active uses, and to adopt findings and mitigation monitoring and reporting program under the California environmental quality act. The subject property is located within the UMU (Urban Mixed Use) Zoning District and PDR-1-G Zoning district within a 68-X Height and Bulk Designation.

NOTICE OF SPECIAL RESTRICTIONS UNDER THE PLANNING CODE

The restrictions and conditions of which notice is hereby given are:

AUTHORIZATION

This authorization is to allow a Large Project Authorization and exceptions for rear yard, dwelling unit exposure, off-street loading, horizontal mass reduction and ground floor active uses for the proposed construction of two new six-story, 68-foot buildings consisting of up to 470 dwelling units, approximately 15,000 square feet of ground floor retail, approximately 8,000 square feet of Production, Distribution, and Repair (PDR) and Small Enterprise Workspace (SEW) spaces, and parking for approximately 306 spaces.; in general conformance with plans, dated June 18, 2011, and stamped "EXHIBIT B" included in the docket for Case No. 2003.0527X and subject to conditions of approval reviewed and approved by the Commission on July 28, 2011, under Motion No 18419. This authorization and the conditions contained herein run with the property and not with a particular Project Sponsor, business, or operator.

RECORDATION OF CONDITIONS OF APPROVAL

Prior to the issuance of the building permit or commencement of use for the Project the Zoning Administrator shall approve and order the recordation of a Notice in the Official Records of the Recorder of the City and County of San Francisco for the subject property. This Notice shall state that the project is subject to the conditions of approval contained herein and reviewed and approved by the Planning Commission on July 28, 2011, under Motion No. 18419.

PRINTING OF CONDITIONS OF APPROVAL ON PLANS

The conditions of approval under the 'Exhibit A' of this Planning Commission Motion No. 18419 shall be reproduced on the Index Sheet of construction plans submitted with the Site or Building permit application for the Project. The Index Sheet of the construction plans shall reference to the Large Project Authorization and any subsequent amendments or modifications.

SEVERABILITY

The Project shall comply with all applicable City codes and requirements. If any clause, sentence, section or any part of these conditions of approval is for any reason held to be invalid, such invalidity shall not affect or impair other remaining clauses, sentences, or sections of these conditions. This decision conveys no right to construct, or to receive a building permit. "Project Sponsor" shall include any subsequent responsible party.

CHANGES AND MODIFICATIONS

Changes to the approved plans may be approved administratively by the Zoning Administrator. Significant changes and modifications of conditions shall require Planning Commission approval of a new Large Project Authorization.

NOTICE OF SPECIAL RESTRICTIONS UNDER THE PLANNING CODE

Conditions of Approval, Compliance, Monitoring, and Reporting

PERFORMANCE

1. **Validity and Expiration.** The authorization and right vested by virtue of this action is valid for three years from the effective date of the Motion. A building permit from the Department of Building Inspection to construct the project and/or commence the approved use must be issued as this Large Project Authorization is only an approval of the proposed project and conveys no independent right to construct the project or to commence the approved use. The Planning Commission may, in a public hearing, consider the revocation of the approvals granted if a site or building permit has not been obtained within three (3) years of the date of the Motion approving the Project. Once a site or building permit has been issued, construction must commence within the timeframe required by the Department of Building Inspection and be continued diligently to completion. The Commission may also consider revoking the approvals if a permit for the Project has been issued but is allowed to expire and more than three (3) years have passed since the Motion was approved. *For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org.*
2. **Extension.** This authorization may be extended at the discretion of the Zoning Administrator only where failure to issue a permit by the Department of Building Inspection to perform said tenant improvements is caused by a delay by a local, State or Federal agency or by any appeal of the issuance of such permit(s). *For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org.*

DESIGN

3. **Final Materials.** The Project Sponsor shall continue to work with Planning Department on the building design. Final materials, glazing, color, texture, landscaping, and detailing shall be subject to Department staff review and approval. The architectural addenda shall be reviewed and approved by the Planning Department prior to issuance. *For information about compliance, contact the Case Planner, Planning Department at 415-558-6613, www.sf-planning.org.*
4. **Flexible-Occupancy Units.** The ground floor dwelling units in the North Building are designated as Flexible-Occupancy Units and are subject to the following conditions:
 - a. The units are considered dwelling units and are subject to the affordability controls of Planning Code Section 415. The total gross floor area of each unit is subject to the residential rate of Eastern Neighborhood Impact Fee per Planning Code Section 427.3.

NOTICE OF SPECIAL RESTRICTIONS UNDER THE PLANNING CODE

- b. The ground floor of these units may be occupied by the following non-residential uses:
 - i. All retail sales and services permitted as of right in the UMU Zoning District (Sec. 843.45);
 - ii. All arts activities permitted as of right in the UMU Zoning District (Sec. 843.55);
 - iii. Trade shops (Sec. 843.80); and
 - iv. Catering services (Sec. 843.81).
 - v. Other uses not specified herein that are permitted as of right in the UMU Zoning District and deemed appropriate by the Zoning Administrator.
 - c. Changes of non-residential uses are subject to the notification requirements of Planning Code Section 312.
 - d. Permitted non-residential uses may occupy the ground floor only. Any conversion of residential space on the 2nd floor shall be tantamount to the removal of a dwelling unit and be subject to the controls of Planning Code Section 317.
 - e. Non-residential uses permitted on the ground floor are subject to all applicable requirements of the Building and Fire Codes.
5. **The Mid-block Pedestrian Pathway.** Planning Code Section 270.2, the project shall meet all design criteria of Subsection (e). It shall also meet the following criteria:
- a. **Maintenance.** The mid-block pedestrian pathway shall be maintained at no public expense. The owner of the property on which the alley is located shall maintain it by keeping the area clean and free of litter and by keeping it in an acceptable state of repair. Conditions intended to assure continued maintenance of the right-of-way for the actual lifetime of the building giving rise to the open space requirement may be imposed in accordance with the provisions of Section 329 for Eastern Neighborhoods Mixed Use Districts.
 - b. **Informational Plaque.** Prior to issuance of a permit of occupancy, a plaque shall be placed in a publicly conspicuous location for pedestrian viewing. The plaque shall state the right of the public to pass through the alley and stating the name and address of the owner or owner's agent responsible for maintenance. The plaque shall be of no less than 24 inches by 36 inches in size.
 - c. Property owners providing a pathway or alley under this section will hold harmless the City and County of San Francisco, its officers, agents and employees, from any damage or injury caused by the design, construction or maintenance of the right-of-way, and are solely liable for any damage or loss occasioned by any act or neglect in respect to the design, construction or maintenance of the right-of-way.

NOTICE OF SPECIAL RESTRICTIONS UNDER THE PLANNING CODE

6. **Garbage, composting and recycling storage.** Space for the collection and storage of garbage, composting, and recycling shall be provided within enclosed areas on the property and clearly labeled and illustrated on the building permit plans. Space for the collection and storage of recyclable and compostable materials that meets the size, location, accessibility and other standards specified by the San Francisco Recycling Program shall be provided at the ground level of the buildings. *For information about compliance, contact the Case Planner, Planning Department at 415-558-6613, www.sf-planning.org*
7. **Transformer Vault.** The location of individual project PG&E Transformer Vault installations has significant impacts to San Francisco streetscapes when improperly located. However, they may not have any impact if they are installed in preferred locations. Therefore, the Planning Department recommends the following preference schedule in locating new transformer vaults, in order of most to least desirable:
 - A. On-site, in a basement area accessed via a garage or other access point without use of separate doors on a ground floor façade facing a public right-of-way;
 - B. On-site, in a driveway, underground;
 - C. On-site, above ground, screened from view, other than a ground floor façade facing a public right-of-way;
 - D. Public right-of-way, underground, under sidewalks with a minimum width of 12 feet, avoiding impacts on streetscape elements, such as street trees; and based on Better Streets Plan guidelines;
 - E. Public right-of-way, underground; and based on Better Streets Plan guidelines;
 - F. Public right-of-way, above ground, screened from view; and based on Better Streets Plan guidelines;
 - G. On-site, in a ground floor façade (the least desirable location).

Unless otherwise specified by the Planning Department, Department of Public Work's Bureau of Street Use and Mapping (DPW BSM) should use this preference schedule for all new transformer vault installation requests. *For information about compliance, contact Bureau of Street Use and Mapping, Department of Public Works at 415-554-5810, <http://sfdpw.org>*

AFFORDABLE HOUSING

8. **Number of Required Units.** Pursuant to Planning Code Section 415.6, the Project is required to provide 20% of the proposed dwelling units as affordable to qualifying households. The Project contains 470 units; therefore, 94 affordable units are required. The Project Sponsor will fulfill this requirement by providing the X affordable units on-site. If the number of market-rate units change, the number of required affordable units

NOTICE OF SPECIAL RESTRICTIONS UNDER THE PLANNING CODE

shall be modified accordingly with written approval from Planning Department staff in consultation with the Mayor's Office of Housing ("MOH").

For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org or the Mayor's Office of Housing at 415-701-5500, <http://sf-moh.org/index.aspx?page=321>

12. **Unit Mix.** The Project contains 30 flexible-occupancy, 50 studios, 202 one-bedroom, 188 two-bedroom, and 0 three-bedroom units; therefore, the required affordable unit mix is 6 flexible-occupancy, 10 studios, 40 one-bedroom, 38 two-bedroom, and 0 three-bedroom units. If the market-rate unit mix changes, the affordable unit mix will be modified accordingly with written approval from Planning Department staff in consultation with MOH.

For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org or the Mayor's Office of Housing at 415-701-5500, <http://sf-moh.org/index.aspx?page=321>

10. **Unit Location.** The affordable units shall be designated on a reduced set of plans recorded as a Notice of Special Restrictions on the property prior to the issuance of the first construction permit.

For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org or the Mayor's Office of Housing at 415-701-5500, <http://sf-moh.org/index.aspx?page=321>.

11. **Phasing.** If any building permit is issued for partial phasing of the Project, the Project Sponsor shall have designated not less than twenty percent (20%) of the each phase's total number of dwelling units as on-site affordable units.

For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org or the Mayor's Office of Housing at 415-701-5500, <http://sf-moh.org/index.aspx?page=321>.

12. **Duration.** Under Planning Code Section 415.8, all units constructed pursuant to Section 415.6, must remain affordable to qualifying households for the life of the project.

For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org or the Mayor's Office of Housing at 415-701-5500, <http://sf-moh.org/index.aspx?page=321>.

13. **Other Conditions.** The Project is subject to the requirements of the Inclusionary Affordable Housing Program under Section 415 et seq. of the Planning Code and City and County of San Francisco Inclusionary Affordable Housing Program Monitoring and Procedures Manual ("Procedures Manual"). The Procedures Manual, as amended from time to time, is incorporated herein by reference, as published and adopted by the Planning Commission, and as required by Planning Code Section 415. Terms used in these conditions of approval and not otherwise defined shall have the meanings set forth in the Procedures Manual. A copy of the Procedures Manual can be obtained at the

NOTICE OF SPECIAL RESTRICTIONS UNDER THE PLANNING CODE

MOH at 1 South Van Ness Avenue or on the Planning Department or Mayor's Office of Housing's websites, including on the internet at:

<http://sf-planning.org/Modules/ShowDocument.aspx?documentid=4451>.

As provided in the Inclusionary Affordable Housing Program, the applicable Procedures Manual is the manual in effect at the time the subject units are made available for sale.

For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org or the Mayor's Office of Housing at 415-701-5500, <http://sf-moh.org/index.aspx?page=321>

- a. The affordable unit(s) shall be designated on the building plans prior to the issuance of the first construction permit by the Department of Building Inspection ("DBI"). The affordable unit(s) shall (1) reflect the unit size mix in number of bedrooms of the market rate units, (2) be constructed, completed, ready for occupancy and marketed no later than the market rate units, and (3) be evenly distributed throughout the building; and (4) be of comparable overall quality, construction and exterior appearance as the market rate units in the principal project. The interior features in affordable units should be generally the same as those of the market units in the principal project, but need not be the same make, model or type of such item as long they are of good and new quality and are consistent with then-current standards for new housing. Other specific standards for on-site units are outlined in the Procedures Manual.
- b. If the units in the building are offered for sale, the affordable unit(s) shall be sold to first time home buyer households, as defined in the Procedures Manual, whose gross annual income, adjusted for household size, does not exceed an average of one hundred (100) percent of the median income for the City and County of San Francisco as defined in the Inclusionary Affordable Housing Program, an amount that translates to ninety (90) percent of Area Median Income under the income table called "Maximum Income by Household Size" derived from the Unadjusted Area Median Income for HUD Metro Fair Market Rent Area that contains San Francisco. The initial sales price of such units shall be calculated according to the Procedures Manual. Limitations on (i) reselling; (ii) renting; (iii) recouping capital improvements; (iv) refinancing; and (v) procedures for inheritance apply and are set forth in the Inclusionary Affordable Housing Program and the Procedures Manual.
- c. The Project Sponsor is responsible for following the marketing, reporting, and monitoring requirements and procedures as set forth in the Procedures Manual. MOH shall be responsible for overseeing and monitoring the marketing of affordable units. The Project Sponsor must contact MOH at least six months prior to the beginning of marketing for any unit in the building.
- d. Required parking spaces shall be made available to initial buyers or renters of affordable units according to the Procedures Manual.

NOTICE OF SPECIAL RESTRICTIONS UNDER THE PLANNING CODE

- e. Prior to the issuance of the first construction permit by DBI for the Project, the Project Sponsor shall record a Notice of Special Restriction on the property that contains these conditions of approval and a reduced set of plans that identify the affordable units satisfying the requirements of this approval. The Project Sponsor shall promptly provide a copy of the recorded Notice of Special Restriction to the Department and to MOH or its successor.
- f. The Project Sponsor has demonstrated that it is eligible for the On-site Affordable Housing Alternative under Planning Code Section 415.6 instead of payment of the Affordable Housing Fee, and has submitted the Affidavit of Compliance with the Inclusionary Affordable Housing Program: Planning Code Section 415 to the Planning Department stating the intention to enter into an agreement with the City to qualify for a waiver from the Costa-Hawkins Rental Housing Act based upon the proposed density bonus and concessions provided by the City provided herein. The Project must execute the Costa Hawkins agreement within 60 days of Planning Commission approval or must revert to payment of the Affordable Housing Fee.
- g. If the Project Sponsor fails to comply with the Inclusionary Affordable Housing Program requirement, the Director of DBI shall deny any and all site or building permits or certificates of occupancy for the development project until the Planning Department notifies the Director of compliance. A Project Sponsor's failure to comply with the requirements of Planning Code Section 415 et seq. shall constitute cause for the City to record a lien against the development project and to pursue any and all available remedies at law.
- h. If the Project becomes ineligible at any time for the On-site Affordable Housing Alternative, the Project Sponsor or its successor shall pay the Affordable Housing Fee prior to issuance of the first construction permit or may seek a fee deferral as permitted under Ordinances 0107-10 and 0108-10. If the Project becomes ineligible after issuance of its first construction permit, the Project Sponsor shall notify the Department and MOH and pay interest on the Affordable Housing Fee at a rate equal to the Development Fee Deferral Surcharge Rate in Section 107A.13.3.2 of the San Francisco Building Code and penalties, if applicable.

PARKING AND TRAFFIC

- 14. **Parking for Affordable Units.** All off-street parking spaces shall be made available to Project residents only as a separate "add-on" option for purchase or rent and shall not be bundled with any Project dwelling unit for the life of the dwelling units. The required parking spaces may be made available to residents within a quarter mile of the project. All affordable dwelling units pursuant to Planning Code Section 415 shall have equal access to use of the parking as the market rate units, with parking spaces priced commensurate with the affordability of the dwelling unit. Each unit within the Project

NOTICE OF SPECIAL RESTRICTIONS UNDER THE PLANNING CODE

shall have the first right of refusal to rent or purchase a parking space until the number of residential parking spaces are no longer available. No conditions may be placed on the purchase or rental of dwelling units, nor may homeowner's rules be established, which prevent or preclude the separation of parking spaces from dwelling units.

For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

15. **Managing Traffic During Construction.** The Project Sponsor and construction contractor(s) shall coordinate with the Traffic Engineering and Transit Divisions of the San Francisco Municipal Transportation Agency (SFMTA), the Police Department, the Fire Department, the Planning Department, and other construction contractor(s) for any concurrent nearby Projects to manage traffic congestion and pedestrian circulation impacts during construction of the Project.

For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

EASTERN NEIGHBORHOODS INFRASTRUCTURE IMPACT FEE

16. **Impact Fees**

The project shall comply with the provisions of Planning Code Section 423, including payment of the Eastern Neighborhoods Impact Fee, or execution of an In-Kind Agreement with the Planning Department prior to issuance of the first site or building permit. While recognizing that the Commission will review any use of the Eastern Neighborhoods Impact Fee in the future, the Commission urges the Project Sponsor to pursue the execution of an In-Kind Agreement pursuant to Planning Code Section 423.3(d) to authorize the project sponsor to provide in-kind improvements in the form of development of a public park in the Daggett Street Right of Way.

PROVISIONS

17. **First Source Hiring.** The Project shall adhere to the requirements of the First Source Hiring Construction and Employment Program approved by the First Source Hiring Administrator, pursuant to Section 83.4(m) of the Administrative Code. The Project Sponsor shall comply with the requirements of this Program regarding construction work and on-going employment required for the Project. *For information about compliance, contact the First Source Hiring Manager at 415-401-4960, www.onestopSF.org*

MONITORING

18. **Enforcement.** Violation of any of the Planning Department conditions of approval contained in this Motion or of any other provisions of Planning Code applicable to this Project shall be subject to the enforcement procedures and administrative penalties set forth under Planning Code Section 176 or Section 176.1. The Planning Department may

NOTICE OF SPECIAL RESTRICTIONS UNDER THE PLANNING CODE

also refer the violation complaints to other city departments and agencies for appropriate enforcement action under their jurisdiction. *For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org*

19. **Revocation due to Violation of Conditions.** Should implementation of this Project result in complaints from interested property owners, residents, or commercial lessees which are not resolved by the Project Sponsor and found to be in violation of the Planning Code and/or the specific conditions of approval for the Project as set forth in Exhibit A of this Motion, the Zoning Administrator shall refer such complaints to the Commission, after which it may hold a public hearing on the matter to consider revocation of this authorization.

For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

OPERATION

20. **Sidewalk Maintenance.** The Project Sponsor shall maintain the main entrance to the building and all sidewalks abutting the subject property in a clean and sanitary condition in compliance with the Department of Public Works Streets and Sidewalk Maintenance Standards. *For information about compliance, contact Bureau of Street Use and Mapping, Department of Public Works, 415-695-2017, <http://sfdpw.org/>*
21. **Community Liaison.** Prior to issuance of a building permit to construct the project and implement the approved use, the Project Sponsor shall appoint a community liaison officer to deal with the issues of concern to owners and occupants of nearby properties. The Project Sponsor shall provide the Zoning Administrator with written notice of the name, business address, and telephone number of the community liaison. Should the contact information change, the Zoning Administrator shall be made aware of such change. The community liaison shall report to the Zoning Administrator what issues, if any, are of concern to the community and what issues have not been resolved by the Project Sponsor.
- For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org*
22. **Mitigation Measures**
Mitigation measures described in the MMRP attached as Exhibit C are necessary to avoid potential significant effects of the proposed project and have been agreed to by the project sponsor. Their implementation is a condition of project approval.

The use of said property contrary to these special restrictions shall constitute a violation of the Planning Code, and no release, modification or elimination of these restrictions shall be valid unless notice thereof is recorded on the Land Records by the Zoning Administrator of the City and County of San Francisco; except that in the event that the zoning standards above are

NOTICE OF SPECIAL RESTRICTIONS UNDER THE PLANNING CODE

modified so as to be less restrictive and the uses therein restricted are thereby permitted and in conformity with the provisions of the Planning Code, this document would no longer be in effect and would be null and void.

Dated: February 3rd, 2012 at San Francisco, California



(Owner's Signature)

(Agent's Signature)

This signature(s) must be acknowledged by a notary public before recordation; add Notary Public Certification and Official Notarial Seal.

BF:gwf

EXHIBIT A

LAND DESCRIPTION

The land situated in the City of San Francisco, County of San Francisco, State of California, described as follows:

PARCEL A:

BEGINNING at the point formed by the intersection of the Southwesterly line of 7th Street with the Northwesterly line of Daggett Street; running thence Northwesterly, along said Southwesterly line of 7th Street, 146 feet; thence at a right angle Southwesterly 262 feet; thence at a right angle Southeasterly 146 feet to the Northwesterly line of Daggett Street; thence Northeasterly, along said Northwesterly line of Daggett Street, 262 feet to its intersection with the Southwesterly line of 7th Street and the point of beginning.

BEING a portion of South Beach Block No. 36

Assessor's Parcel No: Lot 1, Block 3833

PARCEL B:

BEGINNING at a point on the Northwesterly line of Daggett Street, distant thereon 262 feet Southwesterly from the Southwesterly line of 7th Street; running thence Northwesterly, at a right angle to said line of Daggett Street, parallel with said line of 7th Street, 146 feet; thence at a right angle Southerly, parallel with said line of Daggett Street 267 feet, 7-1/4 inches to the Northerly line of 16th Street; thence Easterly, along said line of 16th Street, 224 feet, 8-1/4 inches to the Northwesterly line of Daggett Street; thence Northeasterly, along said line of Daggett Street, 96 feet, 9-1/4 inches to the point of beginning.

BEING a portion of South Beach Block No. 36

Assessor's Parcel No: Lot 2, Block 3833

PARCEL C:

BEGINNING at the point formed by the intersection of the Southeasterly line of Hubbell Street with the Southwesterly line of 7th Street; running thence Southeasterly, along said Southwesterly line of 7th Street, 94 feet; thence at a right angle Southwesterly 529 feet, 7-1/4 inches, more or less, to the Northerly line of 16th Street; thence Westerly, along said Northerly line of 16th Street, 144 feet, 8-1/4 inches, more or less, to the Southeasterly line of Hubbell Street; thence Northeasterly, along said Southeasterly line of Hubbell Street, 639 feet, 6-7/8 inches, more or less, to the Southwesterly line of 7th Street and the point of beginning.

BEING a portion of South Beach Block No. 36

Assessor's Parcel No: Lot 3, Block 3833

PARCEL D:

BEGINNING at the point of intersection of the Southwesterly line of 7th Street and the Southeasterly line of Daggett Street; running thence Southeasterly, along said line of 7th Street, 170 feet, 9-3/4 inches to the Northerly line of 16th Street; thence Westerly, along said Northerly line of 16th Street, 262 feet, 10-1/2 inches to the Southeasterly line of Daggett Street; thence Northeasterly, along said Southeasterly line of Daggett Street, 199 feet, 9-7/8 inches to the point of beginning.

BEING South Beach Block No. 35-1/2

Assessor's Parcel No: Lot 1, Block 3834

ACKNOWLEDGMENT

State of California
County of Alameda

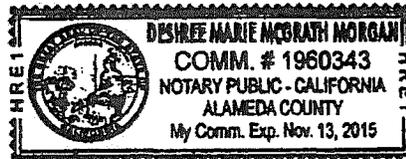
On February 3, 2012 before me, Desiree Marie McGrath Morgan, Notary Public
(insert name and title of the officer)

personally appeared Randall Ackerman
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 Desiree Marie McGrath Morgan (Seal)



PUBLIC IMPROVEMENT AGREEMENT

DAGGETT STREET

EXHIBIT A
AMENDED AND RESTATED IN-KIND AGREEMENT
(PER ARTICLE 4 OF THE PLANNING CODE)

EXHIBIT B
LEGAL DESCRIPTION

EXHIBIT C
GENERAL SKETCH OF PUBLIC IMPROVEMENTS

EXHIBIT D
CITY ENGINEER ESTIMATE OF COST

EXHIBIT E
DECLARATION OF MAINTENANCE COVENANTS AND OBLIGATIONS

EXHIBIT F
MAJOR ENCROACHMENT PERMIT

EXHIBIT G
MAINTENANCE LICENSE AGREEMENT

UPON EXECUTION RETURN TO:

Bureau of Street Use and Mapping
Department of Public Works
1155 MARKET STREET, 3RD FLOOR
San Francisco, CA 94103

PUBLIC IMPROVEMENT AGREEMENT

This agreement for the construction of certain public improvements (the “**Agreement**”) is entered into this 12 day of January, 2016, by and between the CITY AND COUNTY OF SAN FRANCISCO (the “**City**”), a municipal corporation of the State of California, and Archstone Daggett Place LLC (the “**Subdivider**”), a Delaware limited liability company.

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

A. In connection with the proposed development of a mixed residential and commercial project at the Property (as defined below), Subdivider entered into the Amended and Restated In-Kind Agreement with the City on or about July 9, 2015 (“**In-Kind Agreement**”), wherein Subdivider agreed to construct certain public open space improvements on a portion of the Daggett Street right-of-way, an unaccepted street located in between Block 3833 and Block 3834 (“**Park Property**”) to create a public open space known as the “Daggett Park”, as more particularly described in the In-Kind Agreement, attached as Exhibit A hereto and incorporated herein by this reference. The Park Property is owned by the Port of San Francisco (“**Port**”) and consists of a portion of Daggett Street that will be vacated and improved as public open space (“**Vacation Area**”), and the remaining portion of Daggett Street, which will remain as a street right-of-way, including the public sidewalk located on the 16th and 7th Street frontages of the Park Property (collectively, the “**Daggett Street Shared Public Way**”). The Vacation Area will ultimately be transferred to the Real Estate Division of the Office of the City Administrator (“**RED**”) and the Daggett Street Shared Public Way will be transferred to the Department of Public Works (“**DPW**”). This Agreement is not intended to contradict or create any conflict with the In-Kind Agreement, which is the basis for the Subdivider’s decision and obligation to construct and install certain public improvements on the Park Property. Unless expressly otherwise provided in this Agreement, to the extent that there is a conflict between the In-Kind Agreement and this Agreement, the terms of the In-Kind Agreement shall prevail.

B. Pursuant to the Subdivision Map Act of the State of California (the “**Act**”), and in compliance with the San Francisco Municipal Code and Subdivision Code (collectively, the “**Code**”) relating to the filing, approval, and recordation of subdivision maps, Subdivider intends to submit to the City, for approval and recordation, a final map for a proposed subdivision in the City of San Francisco located at 800 and 1000 16th Street, Assessor’s Block 3833, Lots 001, 002 and 003, and Assessor’s Block 3834, Lot 001 (collectively, the “**Property**”), as more specifically described in Exhibit B attached hereto (the “**Subdivision**”).

C. The Act provides that before a final subdivision map is approved by the City, Subdivider shall have installed and completed all of the public improvements required by the City, or that in the alternative, Subdivider shall enter into an agreement with the City, guaranteed by an approved improvement security to insure the performance of the work pursuant to the requirements of the Act, agreeing at its own expense to install and complete, free of liens, all of the public improvements on the Subdivider within a definite period of time as prescribed by the City.

D. A tentative map of the Subdivision previously has been approved by the DPW, subject to certain requirements and conditions contained in that approval dated March 30, 2015, and that certain Planning Commission Motion No. 18419, dated July 28, 2010, which is memorialized in a Notice of Special Restrictions (“NSR”) no. 2012J3349803, recorded on February 6, 2012.

E. Complete plans and specifications for the construction, installation and completion of the Park Improvements (as defined below), Daggett Street R-of-W Improvements (as defined below) and the public improvements for the sidewalks immediately adjacent to Park Property have been included in street improvement permit no. 15IE-0628, issued by DPW on August 6, 2015, and the plans and specifications for the construction, installation and completion of the Surrounding Street Improvements (as defined below) will be included in street improvement permit no. 15IE-0918, which has been submitted but not yet issued by DPW (hereinafter collectively as the “**Plans and Specifications**”). Copies of the Plans and Specifications are on file in the office of the City Engineer.

F. Pursuant to the Code, any applicable Plans and Specifications relating to the filing, approval, and recordation of subdivision maps and the Conditions of Approval, Subdivider submitted to the City, for approval and recordation, a final map for the Property, entitled: “Final Map No.7780” (the “**Final Map**”) which, upon approval by the City, will be filed in the Official Records.

G. Subdivider has requested that the Final Map be approved prior to the completion of construction and installation of the public improvements required by the Conditions of Approval of the Tentative Map and which are part of or appurtenant to the Property. The Plans and Specifications provide for the construction, installation and completion of the public improvements.

H. In order to permit the approval and recordation of the Final Map by the City (including any dedications contained therein), to implement the Conditions of Approval, and to simultaneously satisfy the security provisions of the Code, the City and Subdivider desire to enter into this Agreement.

NOW THEREFORE, in order to ensure satisfactory performance of Subdivider’s obligations under the Code, and in consideration of the approval and recordation by the City of the Final Map, and to implement the Conditions of Approval, Subdivider and the City agree as follows:

1. Subdivider's Obligations. Subdivider shall:

(a) Furnish all necessary materials and complete the public improvements, at Subdivider’s own expense and to the satisfaction and approval of the City, in strict conformity with the Plans and Specifications, as referenced in Recital E of this Agreement. Such public improvements shall

specifically include construction of specified landscaped areas, and installation of all necessary utilities, streets, sidewalks, street lights, trees catch basins, curbs, cutters on or immediately adjacent to the Property (“**Surrounding Street Improvements**”), and with respect to the Park Property, the construction of the park open space improvements on the Vacation Area as described in the In-Kind Agreement (“**Park Improvements**”) as well as the construction of certain street, sidewalk and related improvements on the Daggett Street Shared Public Way (“**Daggett Street R-of-W Improvements**”), as more generally depicted in Exhibit C attached hereto. The Surrounding Improvements, Park Improvements and Daggett Street R-of-W Improvements are hereinafter collectively referred to in this Agreement as the “**Public Improvements.**”

(b) Complete the Surrounding Street Improvements and the Daggett Street R-of-W Improvements on or before the second (2nd) anniversary date of the recordation of the Final Map, and complete the Park Improvements prior to the deadline established by Section 4.3 of the In-Kind Agreement and in accordance with the terms of the In-Kind Agreement, including Article 4 thereto.

(c) Install all required monuments within fortyfive (45) days after completion of the Surrounding Street Improvements.

(d) Within three (3) months after completion of the Public Improvements as certified by the City Engineer pursuant to Section 8(a), furnish to DPW and, if requested, the City Department of Building Inspection, as-built plans for such Public Improvements in both electronic (in a reasonably current version of AutoCAD) and mylar formats or other format that the City specifies and any reports required in connection with such Public Improvements by the Plans and Specifications, and, furnish to City’s Director of Property at 25 Van Ness Avenue, Suite 400, in San Francisco, California, the as-built plans for such Public Improvements located in the Park Property in both electronic (in a reasonably current version of AutoCAD) and mylar formats or other format that the City’s Director of Property specifies and any reports required in connection with such Public Improvements by the Plans and Specifications. In addition to the documents required above, Subdivider also shall submit to the Directors of Property and Public Works a maintenance and operation manual for the Park Property and Daggett Street Shared Public Way. Subdivider shall submit a maintenance monitoring report to the Directors of Property and Public Works on the first anniversary of the City Engineer’s certification under Section 8(a) and once every five years thereafter. The manual should include information on estimated operating expenses, regular maintenance expenses, replacement costs and replacement lifespan and any specialized equipment necessary for continued operation of the facilities. This report should provide any updates that may be necessary to the maintenance and operation manual specified above.

2. Improvement Security. As a condition of approval of the Final Map for the Subdivision and as required by the Code, Subdivider shall furnish and deliver to City Security for the Public Improvements.

(a) The Subdivider shall guarantee the installation and completion of the Public Improvements with the following Security:

(i) A performance bond in an amount equal to one-hundred percent (100%) of the construction cost for the Public Improvements (i.e. four million one hundred and sixty-three thousand three hundred and fifty-nine dollars (\$4,163,359.00), which security shall

guarantee construction of the Public Improvements (“**Performance Bond**”); and

(ii) A labor and materials bond in an amount equal to fifty percent (50%) of the construction cost for the Public Improvements (i.e. two million eighty-one thousand six hundred and seventy-nine dollars and fifty cent (\$2,081,679.50), which security shall guarantee payment to contractors, subcontractors, and vendors of labor, materials and/or equipment for construction of the Public Improvements (“**Labor-and-Materials Bond**”); and

(iii) A monumentation bond in an amount equal to twenty-five thousand Dollars (\$25,000.00), which security shall guarantee construction of the setting of the monuments, including payment of all required relevant permits and fees (“**Monumentation Bond**”).

(b) Upon completion of the Public Improvements and issuance of the City Engineer’s Notice of Completion, Subdivider shall furnish and deliver to the City as Security a warranty bond as set forth in Section 7(a)(i).

(c) Other Acceptable Security. In lieu of providing the Security described in Section 2(a), Subdivider may, subject to the approval of the Director of the DPW (“**Director**”), provide a deposit or other security as described in Section 66499 of the Government Code (such deposit or other security shall also be considered “**Security**”).

(d) City Engineer Estimate of Cost. The City Engineer has estimated the cost of constructing the Public Improvements according to the Plans and Specifications, which include the Park Improvements, which were provided in a separate cost estimate on the basis of the In-Kind Agreement, including Exhibit C thereto. A summary of the cost estimate that is the basis for the bond amounts listed in Section 2(a) is attached hereto as Exhibit D, and incorporated herein by this reference. The parties acknowledge that Subdivider already has posted security related to Street Improvement Permit Number 15IE-0628 for the Park and Daggett Street R-of-Way Improvements, and no separate security shall be required to be posted in connection with Street Improvement Permit Number 15IE-0918. However, based on the Security already posted, the City Engineer has the authority to determine whether the Subdivider would be required to provide any additional Security to cover the cost of the Public Improvements listed in Section 2(a). Based on the City Engineer's decision, the Subdivider shall adjust the Security accordingly by increasing the amount of the existing bonds, providing supplemental bonding, or other Security acceptable to the Director.

3. Use of Security. If the Public Improvements are not completed within the time period(s) specified in Section 1(b) and such period(s) is not extended by the City as provided under this Agreement, or Subdivider has not satisfactorily corrected all deficiencies during the Warranty Period (as such term is defined in Section 10 below), then the Director may, in his or her discretion, rescind this Agreement in whole or in part, and may use the Security to complete the design and construction of the Public Improvements in accordance with the Plans and Specifications and/or to correct deficiencies in the Public Improvements.

4. Extension of Time.

(a) Requested Extensions. Subdivider may request extensions of the time periods specified

in Section 1(b) by submission of a request(s) to the Director. A request shall be in writing, state adequate evidence to justify the extension, and shall be made not less than thirty (30) days prior to expiration of this Agreement. The Director shall in good faith attempt to determine within such time whether an extension of time shall be granted. The Director's failure to respond within the time specified, however, shall not constitute either a grant or denial of the requested extension. The periods of time for performance under this Agreement shall be automatically extended for the period during which a request for an extension is pending a determination by the Director. The Director may reasonably condition an extension subject to the terms of this Agreement, the conditions provided in the Code, and other requirements necessitated by the extension, including, but not limited to, adjusting Security pursuant to Section 2(d). The Director and Subdivider shall enter into an amended Agreement in accordance with the applicable requirements of Section 6.

(b) The provisions in this Section 4(a) are in addition to and not a limitation of any other provision for extensions in this Agreement or in the Plans and Specifications. No extension approved hereunder shall relieve the surety's liability under the Security.

5. Permits and Fees.

(a) With the exception of the work identified in Street Improvement Permit Number 15IE-0628, Subdivider shall not perform any work subject to this Agreement until all required permits have been obtained for the portion of work involved, with the exception of certain grading work, and all applicable fees, including inspection and testing fees, have been paid. The Director, in his or her discretion, may allow the Subdivider to amend the Street Improvement Permit Number 15IE-0628, to include the Surrounding Street Improvements.

(b) Subdivider, as a condition of Final Map approval, shall agree to grant a fee title interest to the City by executing an Irrevocable Offer of Improvements in Fee Title for two, triangular-shaped, approx. 90-sf portions of the Property, identified as Parcels A and B in the Final Map, for the purpose of expanding the width of the sidewalks adjacent to the Property, pursuant to Board of Supervisors' Ordinance No. 0173-15.

(c) Subdivider shall, at no cost to the City, cause all new or replacement electricity distribution facilities, telephone, community cable, and other distribution facilities located as part of the work in the Plans and Specifications to be placed underground. All utilities, vaults, splice boxes and appurtenances shall be placed underground, as indicated on the Plans and Specifications and subject to approval of the Director.

6. Revisions to Plans and Specifications.

(a) Requests by Subdivider for revisions, modifications or amendments to the approved Plans and Specifications (each, a "**Plan Revision**") shall be submitted in writing to the City Engineer (or the City Engineer's designee), provided however, that any material changes to the Park Improvements also shall be submitted to the Planning Director for his or her approval as per the In-Kind Agreement. The City Engineer (or the City Engineer's designee), in his or her discretion, shall approve proposed Plan Revision(s) that are substantially consistent with the Plans and Specifications and the Final Map and subject to any adjustment to Security as set forth in Section 2(d). Construction of any proposed Plan Revision shall not commence without prior

approval pursuant to this Section.

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

(c) In the event there are any substantial changes to the Plans and Specifications for the Public Improvements such that the terms of this Agreement need to be revised to address such changes, then upon the consent of both the City and the Subdivider, this Agreement may be amended. The signature of both the Subdivider and the City shall be required on such amendment prior to it being effective. The Director shall have the authority to approve such amendment for the City and impose reasonable conditions, with City Attorney approval as to form of such amendment.

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

(a) Procedures for Release of Security.

(i) One Year Warranty Bond. After the City Engineer's issuance of one or more Notices of Completion of the Public Improvements in accordance with Section 8, the Security for Performance and Security for Labor and Materials for the subject Public Improvement shall remain in effect no longer than one (1) year after the date of the Notice of Completion and may be reduced to or substituted with a warranty bond ("**Warranty Bond**") as authorized in writing by the City Engineer. After issuance of the Notice of Completion, the City Engineer may also require additional bond retention amounts or terms to the extent that certain design features for the Public Improvements are have not been completed to the City's satisfaction pursuant to Section 8. The City Engineer's decision to reduce or substitute the Security for Performance and Security for Labor and Materials upon issuance of the Notice of Completion is subject to the Clerk of the Board of Supervisors (or the Clerk's designee) certifying that no claims by any contractor, subcontractor or person furnishing labor, materials or equipment for the Public Improvements have been filed against the City. The Clerk's certification shall occur no later than one hundred (100) day period following the City Engineer's issuance of the Notice of Completion in accordance with Section 8. If any claims by any contractor, subcontractor or person furnishing labor, materials or equipment to the Subdivider have been filed against the City, then the Security applicable to such Public Improvements shall be reduced to an amount equal to the greater of (i) the amount of all such claims filed or (ii) one hundred (100%) of the original amount.

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

(i) One (1) year following the date of the City Engineer's issuance of the

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

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

8. Completion and Acceptance.

(a) City Engineer's Inspection and Notice of Completion. Upon written request from the Subdivider for a completeness determination for the Park Improvements, Daggett Street R-of-W Improvements, and/or Surrounding Street Improvements, the City Engineer shall determine whether the Public Improvements are ready for their intended use and are completed in strict conformity with the Plans and Specifications and applicable City regulations. The City Engineer shall provide written notice to the Subdivider as soon as reasonably practicable of the determination. If the determination is that such Public Improvements do not satisfy such requirements, then the City Engineer shall identify with particularity the reasons for this determination. If the City Engineer finds the Public Improvements satisfy the requirements specified above, he or she shall issue a Notice of Completion to the Subdivider ("**Notice of Completion**"). The Subdivider also may request that a completeness determination be issued for a component of the required Public Improvements. The City Engineer may determine, in his or her discretion, that the component of the Improvement(s) can be deemed complete because its use and function is independent of any other required Public Improvements and meets the requirements specified above. With respect to the Park Improvements, pursuant to the In-Kind Agreement, the Subdivider shall also request the Planning Director, or his or her agent, to inspect the said improvements and obtain a Notice of Satisfaction (as the term is defined in the In-Kind Agreement) from the Planning Director, unless the requirement for the Notice of Satisfaction is waived by the Planning Director, certifying that the Park Improvements have been inspected and are ready for their intended use.

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

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

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

(iii) The Director, in accordance with Ordinance No. 0173-15, Accepts the Public Improvements, or portion thereof, for public use, maintenance, and liability purposes in

accordance with the provisions of San Francisco Administrative Code Sections 1.51 et seq. and Subdivider's maintenance and warranty obligations under Sections 7, 9, and 10, respectively hereof. It is the intent of the parties that those public improvements that the City shall Accept for City maintenance and liability purposes shall consist of the Park Property (subject to the terms of the Declaration of Maintenance Covenant and the Maintenance License Agreement as defined herein), sanitary sewer line in the Daggett Street Shared Public Way, and the other improvements identified in Section 9(e) and (f) below.

(c) Acceptance and Dedications. The Final Map includes certain offers of dedication as more particularly set forth therein. The Director and/or the Director of the Real Estate Division of the Office of the City Administrator ("**RED**"), in accordance with Ordinance No. 0173-15, shall accept, conditionally accept or reject such offers of dedication, and shall also accept, conditionally accept or reject for public right of way and utility purposes the lots designated for public streets or public right-of-way and the Public Improvements that are not included in such previous offers of dedication, by ordinance or other appropriate action upon the City Engineer's issuance of the Notice of Completion and other acts in accordance with this Section. Subdivider will coordinate with the City and assist in the City's process for dedication and Acceptance of Public Improvements by (i) providing necessary maps, surveys, drawings, legal descriptions and plats for street openings, easements and/or dedications for right of way or utility purposes and for relinquishment of existing rights of access and utilities associated with on-site and off-site development, and any other documentation necessary to the Director and/or the Director of RED; (ii) preparing and executing offers of dedication, temporary or permanent easement agreements, and/or grant deeds and any subsequent amendments to these documents necessary to be consistent with the Conditions of Approval for the Tentative Map and the completion and Acceptance of the Public Improvements, which may include, but are not limited to, the following: easements for emergency vehicle access and emergency exiting, public service easements for access by the City and public utilities; grant deeds for areas to be dedicated public right-of-way.

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

(a) Unless and until the Public Improvements are Accepted for maintenance by the City subject to Section 8, Subdivider shall be responsible for the care, sweeping, maintenance, and repair of the Public Improvements. Except as otherwise provided in the San Francisco Public Works Code, the Subdivider's maintenance responsibility shall be solely that of the Subdivider, its successors, assigns, lessees, or agents and shall not be binding on individual purchasers of improved or unimproved lots within the Subdivision until such time that the City Accepts the Public Improvements. After the City Accepts the Public Improvements, the City shall assume the responsibility of maintaining the Public Improvements, subject to any specified conditions or exceptions, the Declaration of Maintenance Covenants and Obligations by and between the City and the Subdivider, entered into on or about September 9, 2015, and attached as Exhibit E hereto and incorporated herein by this reference ("**Declaration of Maintenance Covenants**"), and the major encroachment permit for the Daggett Street Shared Public Way approved by the Board of Supervisors in Ordinance No 0173-15 ("**Major Encroachment Permit**"), attached as Exhibit F hereto and incorporated herein by this reference. Subdivider also shall continue to be responsible for any damage to accepted Public Improvements caused by its construction activities as provided in

this Agreement and pursuant to the provisions of the San Francisco Public Works Code.

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

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

(d) Notwithstanding the above, the long-term maintenance responsibilities for the Park Improvements have been addressed in a separate Maintenance License Agreement by and between the City and the Subdivider, entered into on September 9, 2015, and attached as Exhibit G hereto and incorporated herein by this reference (“**Maintenance License Agreement**”), and in the Declaration of Maintenance Covenants. This Agreement is not intended to contradict or create any conflict with the Maintenance License Agreement or the Declaration of Maintenance Covenants, which provide for the Subdivider’s agreement to maintain certain improvements pursuant to the terms of the said Maintenance License Agreement and Declaration of Maintenance Covenants. Unless expressly otherwise provided in this Agreement, to the extent that there is a conflict between the Maintenance License Agreement, Declaration of Maintenance Covenants or this Agreement, the terms of the Maintenance License Agreement and Declaration of Maintenance Covenants shall prevail.

(e) Notwithstanding the above, the long-term maintenance responsibilities for the Daggett Street R-of-W Improvements, including the public sidewalk located on the 16th and 7th Street frontages of the Park, have been addressed in the Declaration of Maintenance Covenants and in the Major Encroachment Permit, whereby the City and Subdivider have agreed that the City is responsible for the maintenance and liability for the following components: (i) sanitary sewer line in the Daggett Street Shared Public Way, (ii) and any improvements that would be under the jurisdiction of the Municipal Transportation Agency (“MTA”) that the Public Works Director, after consultation with the MTA Director of Transportation, agrees to accept for City maintenance and liability purposes., and the Subdivider is responsible for all other components in accordance with the Declaration of Maintenance Covenants and in the Major Encroachment Permit. This Agreement is not intended to contradict or create any conflict with the Declaration of Maintenance Covenants or the Major Encroachment Permit, which provide for the Subdivider’s agreement to maintain certain improvements pursuant to the terms of the said Declaration of Maintenance Covenants and Major Encroachment Permit. Unless expressly otherwise provided in this Agreement, to the extent that there is a conflict between the Declaration of Maintenance Covenants or the Major Encroachment Permit and this Agreement, the terms of the Declaration of Maintenance Covenants and the Major Encroachment Permit shall prevail.

(f) Notwithstanding the above, the long-term maintenance responsibilities for the Surrounding Street Improvements shall be provided pursuant to the provisions of the San Francisco Public Works Code, with the exception of the area delineated as City responsibility in the Public Works Official Sidewalk Width Map that includes the Surrounding Street Improvements.

10. Warranty for Defects. City's Acceptance of the Public Improvements shall not constitute a waiver of defects by the City. Notwithstanding the one-year Warranty Bond obligation described in Section 7(a)(i), Subdivider covenants that all Public Improvements constructed or installed by Subdivider shall be free from defects in material or workmanship and shall perform satisfactorily for a period of two (2) years following the City Engineer's Notice of Completion. The warranty period for plant materials and street trees shall be three (3) years. If the City Engineer, in accordance with Section 8, has identified any deficiencies, the applicable warranty period shall commence when the City Engineer determines that such deficiencies have been corrected or provides a written waiver of such deficiencies. Subdivider's liability shall cover latent defects and defective material or workmanship, and shall not extend to ordinary wear and tear or harm or damage from improper maintenance or operation of the Public Improvements by a City department. During the warranty period, Subdivider shall, as necessary, and upon receipt of a request in writing from the City Engineer that the work be done, correct, repair or replace any defects in the Surrounding Street Improvement at its own expense. During the warranty period, should Subdivider fail to act with reasonable promptness to make such correction, repair or replacement of the Public Improvements, or should an emergency require that correction, repair or replacement of such Improvements be made before Subdivider can be notified (or prior to Subdivider's ability to respond after notice), the City, at its option and provided that notice thereof is provided to Subdivider, may make the necessary correction, repair, or replacement or otherwise perform the necessary work to such Improvements, and Subdivider shall reimburse the City for the actual cost thereof. During the first year of the warranty period, the City shall hold Subdivider's reduced Security (or separate Warranty Bond in the same amount) as described in Section 7, to secure performance of Subdivider's foregoing warranty obligations. After the first year of the warranty period, the provisions of Section 7 shall apply to the release of such Warranty Bond.

11. Indemnity. Subdivider, its successors, and assigns shall indemnify, defend, and hold the City and each of the City's Agencies harmless for, from and against any and all losses arising out of the breach of this Agreement by the Subdivider, the Subdivider's or any of its contractors', agents', consultants' or representatives' negligent or defective construction of the Public Improvements, constructed or installed by the Subdivider under this Agreement, the Subdivider's nonpayment under contracts between the Subdivider and its consultants, engineers, advisors, contractors, subcontractors, or suppliers in the provision of such Improvements, or any claims of persons employed by the Subdivider or its contractors, agents, consultants, or representatives to construct such Improvements, provided, however, that Subdivider's obligations to indemnify, defend, and hold the City harmless shall not extend to any claims to the extent arising out of or relating to the gross negligence or willful misconduct of the City or its agents, and further provided that any demand for indemnification hereunder with respect to negligent or defective construction must be brought, if at all, no later than the one (1) year after expiration of the warranty period specified in Section 10. The City shall not be an insurer or surety for the design or construction of the Public Improvements pursuant to the Plans and Specifications, nor shall

any officer or employee thereof be liable or responsible for any accident, loss, or damage happening or occurring during the construction of the Public Improvements as specified in this Agreement, except as may arise due to the gross negligence or willful misconduct of the City.

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

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

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

15. Reciprocal Easement Agreement. No later than issuance of the first Temporary Certificate of Occupancy (TCO) the Subdivider shall submit to the City for review and approval as a third party beneficiary, a reciprocal easement agreement or similar document, that ensures compliance with the requirements of the Subdivision Map Act for access of each lot to a public right-of-way and compliance with applicable provisions of the Building and Fire Codes including, but not limited to, emergency ingress and egress for each lot and required fire rating separation between lots. The Director of PW, in his or her sole discretion, with prior written approval by the Director of the City's Department of Building Inspection and the San Francisco Fire Marshal, may authorize a deferral of this requirement, but in no case shall the deferral extend beyond the earlier of issuance of a Certificate of Final Occupancy or acceptance of the public improvements.

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

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

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

Telefacsimile: (415) 554-6920

And

City and County Surveyor
City and County of San Francisco
1155 Market Street, 3rd Floor
San Francisco, CA 94102
Telefacsimile: (415) 554-6920

With copies to:

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

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

Archstone Daggett Place LLC
c/o Equity Residential
333 Third Street, Suite 210
San Francisco, CA 94107
Attn: Jim Kelly

With copies to:

Equity Residential
Two North Riverside Plaza, Suite 400
Chicago, Illinois 60606
Attn: General Counsel

Reuben, Junius & Rose, LLP
One Bush Street, Suite 600
San Francisco, CA 94104
Attn: Tuija Catalano
Telefacsimile: 415-399-9480

- (a) For the convenience of the parties, copies of notice may also be given by telefacsimile.
- (b) Every notice given to a party hereto, pursuant to the terms of this Agreement, must state (or must be accompanied by a cover letter that states) substantially the following:
 - (i) The section of this Agreement pursuant to which the notice is given and the

action or response required, if any;

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

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

17. Miscellaneous.

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

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

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

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

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

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

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

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

[signatures on the next page]

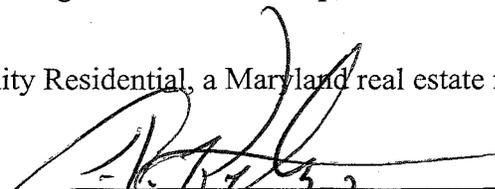
IN WITNESS WHEREOF, City and Subdivider have executed this Agreement in one or more copies as of the day and year first above written.

“SUBDIVIDER”

ARCHSTONE DAGGETT PLACE LLC, a Delaware limited liability company
By: **EQR-WARWICK, L.L.C.**, a Delaware limited liability company, its sole member

By: **ERP Operating Limited Partnership**, an Illinois limited partnership, its managing member

By: **Equity Residential**, a Maryland real estate investment trust, its general partner

By: 
Name: JAMES P. KELLY
Its: FILET V.P.
Date: 1/12/16

“CITY”

CITY AND COUNTY OF SAN FRANCISCO

By: _____
Its: _____

APPROVED AS TO FORM:

DENNIS J. HERRERA
CITY ATTORNEY

John D. Malamut
Deputy City Attorney

STATE OF CALIFORNIA

ss.

COUNTY OF _____

On _____, before me, _____, personally appeared _____

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.

SIGNATURE OF NOTARY

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

INDIVIDUAL
CORPORATE OFFICERS(S)

Title(s)
PARTNER(S) LIMITED
GENERAL

ATTORNEY-IN-FACT
TRUSTEE(S)
GUARDIAN/CONSERVATOR

OTHER:

SIGNER IS REPRESENTING:

Name of Person(s) or Entity(ies)

See attached loose Certificate

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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)
County of SAN FRANCISCO)

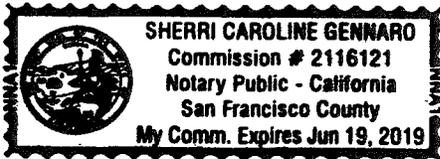
On 1/12/2016 before me, Sherrri Caroline Gennaro, A Notary Public
Date Here Insert Name and Title of the Officer

personally appeared James Kelly
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Sherrri Caroline Gennaro
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Public Improvement Agreement Document Date: 1/12/2016

Number of Pages: 17 Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: JAMES KELLY

- Corporate Officer — Title(s): 1st VP - Development
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: Equity Residential

Signer's Name: _____

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

Signer Is Representing: _____

EXHIBIT A

**AMENDED AND RESTATED IN-KIND AGREEMENT
(PER ARTICLE 4 OF THE PLANNING CODE)**

**AMENDED AND RESTATED IN-KIND AGREEMENT
(PER ARTICLE 4 OF THE PLANNING CODE)**

THIS AMENDED AND RESTATED IN-KIND AGREEMENT (“**Agreement**”) is entered into as of July 9, 2015, by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, acting by and through the Planning Commission (the “**City**”) and ARCHSTONE DAGGETT PLACE LLC, a Delaware limited liability company (“**Project Sponsor**”), with respect to a development project approved for 1000 16th Street, San Francisco, California 94107, San Francisco, California (the “**Project**”).

RECITALS

A. Article 4 of the San Francisco Planning Code authorizes the City, acting through the Planning Commission, and the sponsor of a development project in specified areas of the City to enter into an In-Kind Agreement that would allow the project sponsor to directly provide community improvements to the City as an alternative to payment of all or a portion of a fee that would be imposed on the development project in order to mitigate the impacts caused by the development project. Any undefined term used herein shall have the meaning given to such term in Article 4 of the Planning Code.

B. This Agreement shall not be effective until it has been signed by both the Project Sponsor and the City, is approved as to form by the City Attorney, and is approved by the Planning Commission. The date upon which the foregoing requirements have been satisfied shall be the “**Effective Date.**”

C. The property described in Exhibit A attached hereto and generally known as 1000 16th Street (Lots 1, 2, and 3 in Assessor’s Block 3833 and Lot 1 in Assessor’s Block 3834) (the “**Land**”) is owned by Project Sponsor. Archstone New Development Holdings LP, the Project Sponsor’s predecessor in interest, submitted an application for the development of a project on the Land that is subject to the Eastern Neighborhoods Infrastructure Impact Fee (the “**Fee**”).

D. Pursuant to the provisions of Article 4 of the Planning Code, the Project Sponsor has requested that the City enter into an In-Kind Agreement associated with the Project in order to reduce its Fee obligation under Section 423.3 of the Planning Code. The in-kind improvements consist of a development of public open space improvements in a portion of the Daggett Street right-of-way to create a public open space referred to herein as “Daggett Park,” as more particularly described in Exhibit B (“**In-Kind Improvements**”).

E. The cost of the In-Kind Improvements exceeds the amount of the Fee waiver that would be made by the City pursuant to this Agreement, and Project Sponsor has offered to make a gift of such excess cost. Project Sponsor has also offered to assume full physical maintenance responsibility for the In-Kind Improvements and liability relating to the construction and maintenance of the In-Kind Improvements in perpetuity, while the City would retain all right and responsibility for the operation of Daggett Park. The City’s Office of Economic and Workforce Development and the City’s Director of Property intend to request the City’s Board of

Supervisors to consider placing Daggett Park in the San Francisco Plaza Program under Chapter 94 of the San Francisco Administrative Code.

F. The In-Kind Improvements meet the following identified community need and are not a physical improvement or provision of space otherwise required by the Project entitlements or other City Code: The Showplace Square/Potrero Area Plan contains objectives and policies for creating a complete mixed-use neighborhood along 16th Street, including developing public open space in the vicinity of the Project. The Showplace Square Open Space Study identified the Daggett Street right-of-way, an unaccepted street situated between Block 3833 and Block 3834, as a priority location for a public open space in the Showplace Square neighborhood.

G. On July 18, 2011, in Motion 2011-6-1, the Eastern Neighborhoods Citizens Advisory Committee passed a resolution supporting the proposed In-Kind Improvements in the amount of \$1,880,000.

H. On November 29, 2012 (Motion No. 18752), the Planning Commission approved the Fee waiver and authorized the Director of Planning to enter into an In-Kind Agreement and the parties executed an In-Kind Agreement effective on that date (the "**Original In-Kind Agreement**"). The Original In-Kind Agreement provided for the Developer to terminate the agreement in the event the Port of San Francisco ("**Port**") did not consent to the In-Kind Improvements prior to March 1, 2013. The Developer elected not to terminate the agreement, despite the lack of consent from the Port prior to March 1, 2013.

I. On December 16, 2014, the Port Commission approved a jurisdictional transfer of the Daggett Street right-of-way to the City. On December 17, 2014, the California State Lands Commission affirmed the Port's transfer of the Daggett Street right-of-way to the City free of the State's public trust. City staff plans to submit legislation for consideration by the City's Board of Supervisors to authorize the transfer of the Daggett Street right-of-way from the Port and vacating a portion of its right-of-way.

J. Since the approval of the Original In-Kind Agreement, the estimated cost for the In-Kind Improvements has increased substantially, due to the application of wage and hiring requirements (including "Prevailing Wage" and "Local Hire"), because of delays in commencing construction (due to the complicated inter-governmental process for City's acquisition of the Daggett Street right-of-way free of the public trust), and because of the general rise in hard construction costs in the Bay Area.

K. On June 15, 2015, in Motion 2015-06-05, the Eastern Neighborhoods Citizens Advisory Committee passed a resolution supporting the proposed Amended and Restated In-Kind Improvements in the amount of \$2,369,144.

L. On July 9, 2015 (Motion No. 19410), the Planning Commission approved the amended Fee waiver and authorized the Director of Planning to enter into this Agreement.

M. The parties wish to now amend and restate the Original In-Kind Agreement to reflect the changes made since its approval in November, 2012.

N. The City and the Project Sponsor are willing to enter into this Agreement on the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 DEFINITIONS

Defined Terms. As used in this Agreement, the following words and phrases have the following meanings.

“**Agreement**” shall mean this Agreement.

“**City**” shall have the meaning set forth in the preamble to this Agreement.

“**Date of Satisfaction**” shall have the meaning set forth in Section 5.3 below.

“**Development impact fee**” or “**Fee**” shall mean the fee charged to development projects under Article 4, Section 423.3 of the Planning Code.

“**DBI**” shall mean the Department of Building Inspection.

“**DPW**” shall mean the Department of Public Works.

“**Effective Date**” shall have the meaning set forth in Recital B.

“**First Construction Document**” shall have the meaning set forth in Section 401 of the Planning Code.

“**In-Kind Improvements**” shall have the meaning set forth in Recital D.

“**In-Kind Value**” shall have the meaning set forth in Section 3.2 below.

“**Land**” shall have the meaning set forth in Recital C.

“**Maintenance Declaration**” shall have the meaning set forth in Section 4.5 below.

“**Maintenance License**” shall have the meaning set forth in Section 4.5 below.

“**Memorandum of Agreement**” shall have the meaning set forth in Article 8 below.

“**Notice of Satisfaction**” shall have the meaning set forth in Section 5.3 below.

“Payment Analysis” shall have the meaning set forth in Section 5.2 below.

“Payment Documentation” shall have the meaning set forth in Section 5.1 below.

“Plans” shall have the meaning set forth in Section 4.2 below.

“Project” shall have the meaning set forth in the preamble to this Agreement.

“Project Sponsor” shall have the meaning set forth in the preamble to this Agreement.

“Project Fee” shall mean the Project Sponsor’s share of the Eastern Neighborhoods Infrastructure Impact Fee, as calculated pursuant to Section 3.1 below.

“Remainder Amount” shall have the meaning set forth in Section 3.3 below.

“Security” shall have the meaning set forth in Section 5.4 below.

ARTICLE 2 PROJECT SPONSOR REPRESENTATIONS AND COVENANTS

The Project Sponsor hereby represents, warrants, agrees and covenants to the City as follows:

2.1 The above recitals relating to the Project are true and correct.

2.2 Project Sponsor: (1) is a limited liability company duly organized and existing under the laws of the State of Delaware, (2) has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated to be conducted, (3) has the power to execute and perform all the undertakings of this Agreement, and (4) is the fee owner of the Land on which the Project is located.

2.3 The execution and delivery of this Agreement and other instruments required to be executed and delivered by the Project Sponsor pursuant to this Agreement: (1) have not violated and will not violate any provision of law, rule or regulation, any order of court or other agency or government, and (2) have not violated and will not violate any provision of any agreement or instrument to which the Project Sponsor is bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature.

2.4 No document furnished or to be furnished by the Project Sponsor to the City in connection with this Agreement contains or will contain any untrue statement of material fact, or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

2.5 Neither the Project Sponsor, nor any of its principals or members, have been suspended, disciplined or debarred by, or prohibited from contracting with, the U.S. General

Services Administration or any federal, state or local governmental agency during the past five (5) years.

2.6 Pursuant to Section 423.3(d)(5) of the Planning Code, the Project Sponsor shall reimburse all City agencies for their administrative and staff costs in negotiating, drafting, and monitoring compliance with this Agreement and the Original In-Kind Agreement.

ARTICLE 3 CALCULATION OF FEE AND IN-KIND CREDIT

3.1 The Project Fee has been calculated in accordance with Section 423.3 of the Planning Code. Based on the development project entitled by the First Construction Document, the Project Fee was determined to be \$4,288,200. (For the fee calculations, see Exhibit C.)

3.2 Based on two estimates provided by independent sources, the Director of Planning determines that the In-Kind Improvements have a value of approximately \$2,369,144 (the "**In-Kind Value**"); provided, however, if upon final completion the actual construction and development costs to the Project Sponsor of providing the In-Kind Improvements are lower than this amount, the provisions of Section 5.2 shall apply. Documentation establishing the estimated third-party eligible costs of providing the In-Kind Improvements in compliance with applicable City standards is attached hereto as Exhibit D (the "**Cost Documentation**").

3.3 Pursuant to Section 423.3 of the Planning Code and Section 107A.13.3 of the San Francisco Building Code, the Project Sponsor shall pay to the Development Fee Collection Unit at DBI \$1,919,0564 (the "**Remainder Amount**"), which is an amount equal to the Project Fee (see Exhibit C) minus the In-Kind Value (see Exhibit D), prior to issuance of the Project's First Certificate of Occupancy. On the Date of Satisfaction, the Project Sponsor shall receive a credit against the Project Fee in the amount of the In-Kind Value, subject to Section 5.1 below.

ARTICLE 4 CONSTRUCTION OF IN-KIND IMPROVEMENTS

4.1 **Conditions of Performance.** The Project Sponsor agrees to take all steps necessary to construct and provide, at the Project Sponsor's sole cost, the In-Kind Improvements for the benefit of the City and the public, and the City shall accept the In-Kind Improvements in lieu of a portion of the Project Fee under this Agreement if this Agreement is still in effect and each of the following conditions are met:

4.2 **Plans and Permits.** The Project Sponsor shall cause an appropriate design professional to prepare detailed plans and specifications for the In-Kind Improvements, which plans and specifications shall be submitted for review and approval by DBI, DPW and other applicable City departments or agencies in the ordinary course of the process of obtaining a site or building permit for the Project (upon such approval, the "**Plans**"). The Project Sponsor shall be responsible for obtaining all permits and approvals from other affected departments that are necessary to implement this proposal, including the appropriate DPW permit required for Project Sponsor to use the Daggett Street right of way to construct the In-Kind Improvements. Review

and approval of the plans and specifications of the In-Kind Improvements by the City's Planning Department shall not be unreasonably withheld, delayed or conditioned. The Project Sponsor shall be responsible, at no cost to the City, for completing the In-Kind Improvements strictly in accordance with the approved Plans and shall not make any material change to the approved Plans during the course of construction without first obtaining the Director of Planning's written approval. Upon completion of the In-Kind Improvements, the Project Sponsor shall furnish the City with a copy of the final approved Plans for the In-Kind Improvements and documentation of any material changes or deviations therefrom that may occur during construction of the In-Kind Improvements.

4.3 **Construction.** All construction with respect to the In-Kind Improvements shall be accomplished prior to the first certificate of occupancy for the Project, including any temporary certificate of occupancy. The In-Kind Improvements shall be installed in accordance with good construction and engineering practices and applicable laws. The Project Sponsor, while performing any construction relating to the In-Kind Improvements, shall undertake commercially reasonable measures in accordance with good construction practices to minimize the risk of injury or damage to the surrounding property, and the risk of injury to members of the public, caused by or resulting from the performance of such construction. All construction relating to the In-Kind Improvements shall be performed by licensed, insured and bonded contractors, and pursuant to a contract that includes a release and indemnification for the benefit of the City.

4.4 **Inspections.** The Project Sponsor shall request the customary inspections of the In-Kind Improvement work by DBI, DPW and all other applicable City departments or agencies during construction using applicable City procedures in accordance with the City's Building Code and other applicable law. Upon final completion of the work and the Project Sponsor's receipt of all final permit sign-offs, the Project Sponsor shall notify all applicable City departments or agencies that the In-Kind Improvements have been completed. The City departments or agencies shall inspect the site to confirm compliance with applicable City standards for the work. This condition will not be satisfied until all applicable City departments and agencies have certified that the In-Kind Improvements are complete and ready for their intended use, including the City Engineer's issuance of a Determination of Completion.

4.5 **Completion of In-Kind Improvements.** Upon final completion of the In-Kind Improvements and the Project Sponsor's receipt of all final permit sign-offs, the Project Sponsor shall notify the Director of Planning that the In-Kind Improvements have been completed. The Director of Planning, or his or her agent, shall inspect the site to confirm compliance with this Agreement, and shall promptly notify the Project Sponsor if there are any problems or deficiencies. The Project Sponsor shall correct any such problems or deficiencies and then request another inspection, repeating this process until the Director of Planning approves the In-Kind Improvements as satisfactory. Such approval shall be based on the requirements of this Agreement and shall not be unreasonably withheld. If the Director of Planning approves the In-Kind Improvements as satisfactory, the Project Sponsor shall promptly deliver to the Director of Planning an original copy of the Declaration of Maintenance Obligations in the form attached to this Agreement as Exhibit E (the "Maintenance Declaration"), duly executed by Project Sponsor and notarized, and two original copies of the Maintenance License Agreement in the

form attached to this Agreement as Exhibit F (the "Maintenance License"), duly executed by Project Sponsor

ARTICLE 5 SATISFACTION OF OBLIGATIONS

5.1 **Evidence of Payment.** The Project Sponsor shall provide the Planning Department with documentation substantiating payment by the Project Sponsor of the cost of providing the In-Kind Improvements in the form of third-party checks and invoices and its or its general contractor's standard general conditions allocation (the "**Payment Documentation**"). The Payment Documentation shall include information necessary and customary in the construction industry to verify the Project Sponsor's costs and payments. The cost of providing the In-Kind Improvements shall not be significantly higher than the average capital costs for the City to provide comparable improvements, based on current value of recently completed projects, as selected by the City in its sole discretion.

5.2 **Payment Analysis.** The City shall provide the Project Sponsor with a written report of its review of the Payment Documentation ("**Payment Analysis**") within ten (10) business days of its receipt thereof, which review shall be conducted for the exclusive purpose of determining whether the Payment Documentation substantially and reasonably documents that the cost of providing the In-Kind Improvements shall not be significantly higher than the average capital costs for the City to provide comparable improvements, based on current value of recently completed projects, as selected by the City in its sole discretion.

5.2.1 If the Payment Analysis reasonably substantiates that the Project Sponsor made payments in respect of the In-Kind Improvements in an amount less than the In-Kind Value, the Project Sponsor shall, within sixty (60) days of the date of the Payment Analysis, pay the City an amount equal to the difference between the In-Kind Value and the actual amount paid in respect of the In-Kind Improvements by the Project Sponsor. If the Payment Analysis reasonably substantiates that the Project Sponsor made payments in respect of the In-Kind Improvements in an amount equal to or greater than the In-Kind Value, the Project Sponsor shall not be entitled to a refund of such overpayments and the City shall not be entitled to any additional funds related to the In-Kind Value.

5.2.2 The City and Project Sponsor shall endeavor to agree upon the Payment Analysis. If they are unable to so agree within thirty (30) days after receipt by Project Sponsor of the City's Payment Analysis, Project Sponsor and the City shall mutually select a third-party engineer/cost consultant. The City shall submit its Payment Analysis and Project Sponsor shall submit the Payment Documentation to such engineer/cost consultant, at such time or times and in such manner as the City and Project Sponsor shall agree (or as directed by the engineer/cost consultant if the City and Project Sponsor do not promptly agree). The engineer/cost consultant shall select either the City's Payment Analysis or Project Sponsor's determination pursuant to the Payment Documentation, and such determination shall be binding on the City and Project Sponsor.

5.3 **Satisfaction of Obligations.** Upon agreement of the Payment Analysis and completion of the In-Kind improvements, the Director of Planning shall provide the Project Sponsor with a Notice of Satisfaction of Obligations (the “**Notice of Satisfaction**”) that certifies that the In-Kind Improvements have been inspected and been determined to be ready for use by the public based on current City standards, and constitute the full satisfaction of the obligation to provide In-Kind Improvements in the form required hereunder, and that the City has received full payment in an amount equal to the difference between the In-Kind Value and the actual amount paid in respect of the In-Kind Improvements by the Project Sponsor. The Project Sponsor shall not receive final credit for the In-Kind Improvements until the Notice of Satisfaction is delivered, the Maintenance Declaration required by Article 8 is recorded, the City receives any additional payments as may be required under this Article 5, and all other obligations of the Project Sponsor under this Agreement have been satisfied (the “**Date of Satisfaction**”).

5.3.1 Notwithstanding the provisions of Article 7 of this Agreement, the notices given by the parties under this Section 5.3 may be in the written form and delivered in the manner mutually agreed upon by the parties. The City may, in its sole discretion, waive the requirement for its issuance of the Notice of Satisfaction described in this Section 5.3 by providing written notice to the Project Sponsor.

5.3.2 The Project Sponsor assumes all risk of loss during construction, and shall not receive final credit for the In-Kind Improvements until the Date of Satisfaction.

5.4 **Security.** If the Planning Director has not issued the Notice of Satisfaction (or waived the requirement for the Notice of Satisfaction) under Section 5.3 prior to issuance of the first certificate of occupancy for the Project, including any temporary certificate of occupancy, the Project Sponsor shall provide a letter of credit, surety bond, escrow account, or other security reasonably satisfactory to the Planning Director in the amount of one hundred percent (100%) of the Cost Documentation applicable to the uncompleted In-Kind Improvements (the “**Security**”) to be held by the City until issuance of the Notice of Satisfaction, at which date it shall be returned to the Project Sponsor. If the Project Sponsor is required to post a bond for the Project with the Department of Public Works under the Subdivision Map Act or as a street improvement bond and that security covers the In-Kind Improvements to be provided under this Agreement, the Subdivision Map Act bond or street improvement bond may be substituted for the Security required by this Section 5.4 and the Project Sponsor is not required to provide additional Security for the In-Kind Improvements.

5.5 Notwithstanding anything in this Agreement to the contrary:

5.5.1 On and after the Effective Date, for so long as this Agreement remains in effect and the Project Sponsor is not in breach of this Agreement, the City’s Planning Department shall not withhold the issuance of any additional building or other permits necessary for the Project solely due to the Project Sponsor’s payment of less than the full Project Fee amount in anticipation of the In Kind Improvements ultimately being accepted and credited against the Project Fee under the terms and conditions set forth in this Agreement.

5.5.2 The City's Planning Department shall not issue or renew any further certificates of occupancy for the Project until the City receives payment of the full Project Fee (in some combination of the payment of the Initial Amount, the acceptance of In-Kind Improvements having the value described under this Agreement, receipt of the Security, and/or the acceptance of other cash payments received by the City directly from Project Sponsor) before issuance of the first certificate of occupancy for the Project, including any temporary certificate of occupancy.

5.5.3 The City's issuance of a certificate of final completion or any other permit or approval for the Project shall not release the Project Sponsor of its obligation to pay the full Project Fee (with interest, if applicable), if such payment has not been made at the time the City issues such certificate of final completion.

5.5.4 If the In-Kind Improvements for any reason prove to be insufficient to provide payment for sums due from the Project Sponsor as and when required, and the Project Sponsor fails to pay such amount within thirty (30) days following notice by the City, DBI shall institute lien proceedings to recover the amount of the Project Fee due plus interest pursuant to Section 408 of the Planning Code and Section 107.13.15 of the Building Code

5.5.5 The Project Sponsor understands and agrees that any payments to be credited against the Project Fee shall be subject to the provisions set forth in San Francisco Administrative Code Sections 6.80-6.83 relating to false claims. Pursuant to San Francisco Administrative Code Sections 6.80-6.83, a party who submits a false claim shall be liable to the City for three times the amount of damages which the City sustains because of the false claim. A party who submits a false claim shall also be liable to the City for the cost of a civil action brought to recover any of those penalties or damages and may be liable to the City for a civil penalty of up to \$10,000 for each false claim. A party will be deemed to have submitted a false claim to the City if the party: (a) knowingly presents or causes to be presented to any officer or employee of the City a false claim; (b) knowingly makes, uses or causes to be made or used a false record or statement to get a false claim approved by the City; (c) conspires to defraud the City by getting a false claim allowed by the City; (d) knowingly makes, uses or causes to be made or used a false record or statement to conceal, avoid or decrease an obligation to pay or transmit money or property to the City; or (e) is beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim. The Project Sponsor shall include this provision in all contracts and subcontracts relating to the In-Kind Improvements, and shall take all necessary and appropriate steps to verify the accuracy of all payments made to any such contractors and subcontractors.

ARTICLE 6 MAINTENANCE AND LIABILITY

6.1 **Maintenance and Liability Responsibility.** In consideration for the Project Fee waiver pursuant to this Agreement, Project Sponsor, on behalf of itself and all future fee owners of the Land, has agreed to assume full maintenance responsibility for the In-Kind Improvements contemplated in this Agreement and liability relating to construction and maintenance of the In-

Kind Improvements in perpetuity after the Date of Satisfaction and the shared public right of way improvements that Project Sponsor is constructing on the Daggett Street right of way pursuant to Street Improvement Permit No. 15IE-0628 issued to Project Sponsor by the City's DPW and a major street encroachment permit that Project Sponsor plans to obtain from City's DPW for such construction (the "**Right of Way Improvements**"). Project Sponsor acknowledges that the City shall bear no maintenance responsibility or liability for the construction or maintenance of such In-Kind Improvements or the Right of Way Improvements. Project Sponsor shall obtain all permits and approvals from other affected departments that are necessary to implement this proposal, and shall abide by any conditions associated with such permits including the posting and maintenance of insurance and security. The City would not be willing to enter into this Agreement without this provision and the Project Sponsor's acceptance of all maintenance responsibility and liability relating to construction and maintenance of the In-Kind Improvements in accordance with this Article is a condition of the Planning Commission's approval of the terms of this Agreement.

6.2 **Contracts for Maintenance.** The City and the Planning Commission acknowledge that the Project Sponsor may hire third parties to perform Project Sponsor's maintenance obligations with respect to the In-Kind Improvements or the Right of Way Improvements. Any such hiring is subject to the review and consent of the City departments with primary jurisdiction over the In-Kind Improvements and the Right of Way Improvements in consultation with the Planning Director. Such City review shall be timely and consent to the hiring shall not be unreasonably withheld; provided, however, that the City may condition such hiring in a manner that it deems reasonable. Notwithstanding Project Sponsor's use of third parties to perform such maintenance obligations, Project Sponsor shall have full responsibility at all times to perform such maintenance obligations to the standards required in the Maintenance Declaration and any agreements that Project Sponsor has with City for the entry on the Daggett Street right of way for the performance of such obligations.

ARTICLE 7 NOTICES

Except as provided in Section 4.7, or as may otherwise be mutually agreed upon by the parties in writing, all notices given under this Agreement shall be effective only if in writing and given by delivering the notice in person or by sending it first-class mail or certified mail with a return receipt requested or by overnight courier, return receipt requested, addressed as follows:

CITY:

Director of Planning
City and County of San Francisco
1660 Mission St.
San Francisco, CA 94103

with a copy to:

Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Attn: Kate Stacy
Deputy City Attorney

and

City and County of San Francisco
Real Estate Division
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102
Attn: Director of Property
Re: Daggett Park

PROJECT SPONSOR:

Archstone Daggett Place LLC
c/o Equity Residential
333 Third Street, Suite 210
San Francisco, CA 94107
Attn: Jim Kelly

with a copy to:

Farella Braun + Martel LLP
235 Montgomery Street
San Francisco, CA 94104
Attn: Steven L. Vettel, Esq.

or to such other address as either party may from time to time specify in writing to the other party. Any notice shall be deemed given when actually delivered if such delivery is in person, two (2) days after deposit with the U.S. Postal Service if such delivery is by certified or registered mail, and the next business day after deposit with the U.S. Postal Service or with the commercial overnight courier service if such delivery is by overnight mail.

**ARTICLE 8
RUN WITH THE LAND**

The parties understand and agree that this Agreement shall run with the Project Sponsor's Land, and shall burden and benefit every successor owner of the Land. The City would not be willing to enter into this Agreement without this provision, and the parties agree to record a Memorandum of Amended Agreement in the form attached hereto as Exhibit G (the "Memorandum of Amended Agreement"). On the Date of Satisfaction or if this Agreement is terminated pursuant to Section 9.4, this Agreement shall terminate and the City shall execute and deliver to the Project Sponsor a release of the Memorandum of Amended Agreement, which the Project Sponsor may record.

ARTICLE 9
ADDITIONAL TERMS

9.1 This Agreement contemplates the acquisition of In-Kind Improvements as authorized under Article 4 of the Planning Code and is not intended to be a public works contract; provided, however, the Project Sponsor agrees to pay prevailing wages as set forth in Section 10.1 and otherwise comply with the requirements of applicable State law as to the In-Kind Improvements work only. By entering this Agreement, the Project Sponsor is not obligated to pay prevailing wages for the construction of the Project.

9.2 The City shall have the right, during normal business hours and upon reasonable notice, to review all books and records of the Project Sponsor pertaining to the costs and expenses of providing the In-Kind Improvements.

9.3 This instrument (including the exhibit(s) hereto) contains the entire agreement between the parties and all prior written or oral negotiations, discussions, understandings and agreements are merged herein. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

9.4 This Agreement may be effectively amended, changed, modified, altered or terminated only by written instrument executed by the parties hereto except that the Project Sponsor may terminate this Agreement by written notice to the City at any time prior to issuance of the Project's First Construction Document, in which event the Project Sponsor shall have no obligations or liabilities under this Agreement and the City would have no obligation to issue the First Construction Document unless and until this Agreement is reinstated, another agreement is executed by the parties, or the Project Sponsor's obligations under Article 4 of the Planning Code are satisfied in another manner. Any material amendment shall require the approval of the City's Planning Commission, in its sole discretion.

9.5 No failure by the City to insist upon the strict performance of any obligation of Project Sponsor under this Agreement or to exercise any right, power or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues, and no acceptance of payments during the continuance of any such breach, shall constitute a waiver of such breach or of the City's right to demand strict compliance with such term, covenant or condition. Any waiver must be in writing, and shall be limited to the terms or matters contained in such writing. No express written waiver of any default or the performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more written waivers of a default or the performance of any provision hereof shall not be deemed to be a waiver of a subsequent default or performance. In the event of any breach of this Agreement by the Project Sponsor, the City shall have all rights and remedies available at law or in equity.

9.6 This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of California.

9.7 The section and other headings of this Agreement are for convenience of reference only and shall be disregarded in the interpretation of this Agreement. Time is of the essence in all matters relating to this Agreement.

9.8 This Agreement does not create a partnership or joint venture between the City and the Project Sponsor as to any activity conducted by the Project Sponsor relating to this Agreement or otherwise. The Project Sponsor is not a state or governmental actor with respect to any activity conducted by the Project Sponsor hereunder. This Agreement does not constitute authorization or approval by the City of any activity conducted by the Project Sponsor. This Agreement does not create any rights in or for any member of the public, and there are no third party beneficiaries.

9.9 Notwithstanding anything to the contrary contained in this Agreement, the Project Sponsor acknowledges and agrees that no officer or employee of the City has authority to commit the City to this Agreement unless and until the Planning Commission adopts a resolution approving this Agreement, and it has been duly executed by the Director of Planning and approved as to form by City Attorney.

9.10 The Project Sponsor, on behalf of itself and its successors, shall indemnify, defend, reimburse and hold the City harmless from and against any and all claims, demands, losses, liabilities, damages, injuries, penalties, lawsuits and other proceedings, judgments and awards and costs by or in favor of a third party, incurred in connection with or arising directly or indirectly, in whole or in part, out of: (a) any accident, injury to or death of a person, or loss of or damage to property occurring in, on or about the site of the In-Kind Improvements during their construction, provided that such accident, injury, death, loss or damage does not result from the gross negligence of the City; (b) any default by the Project Sponsor under this Agreement, the Maintenance Agreement and/or the Maintenance License, (d) the construction of the In-Kind Improvements and Right of Way Improvements constructed by or on behalf of the Project Sponsor; and (d) any acts, omissions or negligence of the Project Sponsor or its agents under this Agreement, the Maintenance Agreement and/or the Maintenance License. The foregoing Indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigation. The Project Sponsor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to the Project Sponsor by City and continues at all times thereafter. The Project Sponsor's obligations under this Section shall survive the expiration or sooner termination of this Agreement.

ARTICLE 10 CITY CONTRACTING PROVISIONS

10.1 The Project Sponsor agrees that any person performing labor in the construction of the In-Kind Improvements shall be paid not less than the highest prevailing rate of wages consistent with the requirements of Section 6.22(E) of the San Francisco Administrative Code,

and shall be subject to the same hours and working conditions, and shall receive the same benefits as in each case are provided for similar work performed in San Francisco County. The Project Sponsor shall include, in any contract for construction of such In-Kind Improvements, a requirement that all persons performing labor under such contract shall be paid not less than the highest prevailing rate of wages for the labor so performed. The Project Sponsor shall require any contractor to provide, and shall deliver to the City upon request, certified payroll reports with respect to all persons performing labor in the construction of the In-Kind Improvements. The Project Sponsor shall not be obligated to pay prevailing rates of wage to any person performing labor in the construction of the Project.

10.2 The Project Sponsor understands and agrees that under the City's Sunshine Ordinance (San Francisco Administrative Code, Chapter 67) and the State Public Records Law (Gov't Code Section 6250 et seq.), this Agreement and any and all records, information, and materials submitted to the City hereunder are public records subject to public disclosure. The Project Sponsor hereby acknowledges that the City may disclose any records, information and materials submitted to the City in connection with this Agreement.

10.3 In the performance of this Agreement, the Project Sponsor covenants and agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, weight, height or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status) against any employee or any City employee working with or applicant for employment with the Project Sponsor, in any of the Project Sponsor's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Project Sponsor.

10.4 Through execution of this Agreement, the Project Sponsor acknowledges that it is familiar with the provisions of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Sections 87100 et seq. and Sections 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provision and agrees that if it becomes aware of any such fact during the term, the Project Sponsor shall immediately notify the City.

10.5 Through execution of this Agreement, the Project Sponsor acknowledges that it is familiar with Section 1.126 of City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City, whenever such transaction would require approval by a City elective officer or the board on which that City elective officer serves, from making any campaign contribution to the officer at any time from the commencement of negotiations for the contract until three (3) months after the date the contract is approved by the City elective officer or the board on which that City elective officer serves. San Francisco Ethics Commission Regulation 1.126-1 provides that negotiations are commenced when a prospective contractor first communicates with a City officer or employee about the possibility of obtaining a specific contract. This communication may occur in person, by telephone or in writing, and may be initiated by the prospective contractor or a City officer or employee. Negotiations are completed when a contract is finalized and signed by the City and the contractor. Negotiations

are terminated when the City and/or the prospective contractor end the negotiation process before a final decision is made to award the contract.

10.6 The City urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1 et seq. The City also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. The Project Sponsor acknowledges that it has read and understands the above statement of the City concerning doing business in Northern Ireland.

10.7 The City urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product.

10.8 The In-Kind Improvements are subject to the San Francisco Local Hiring Policy for Construction set forth in San Francisco Administrative Code Section 6.22(G). The Project Sponsor shall comply with the requirements of Section 6.22(G) and execute a Local Hire Agreement with City's Office of Economic and Workforce Development ("OEWD"), is attached as Exhibit H to this Agreement. The Project Sponsor's failure to comply with its obligations under Section 6.22(G) and the requirements of the Local Hire Agreement shall constitute a material breach of this In-Kind Agreement and may subject the Project Sponsor and its contractors and subcontractors to the consequences of noncompliance specified in Section 6.22(G) and the Local Hire Agreement, including but not limited to penalties.

NOW THEREFORE, the parties hereto have executed this In-Kind Agreement as of the date set forth above.

CITY AND COUNTY OF SAN FRANCISCO,
acting by and through its Planning Commission

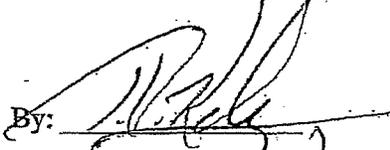
ARCHSTONE DAGGETT PLACE LLC,
a Delaware limited liability company

By: _____
Director of Planning

By: EQR-WARWICK, L.L.C., a
Delaware limited liability company, its
sole member

By: ERP Operating Limited
Partnership, an Illinois limited Partnership,
its managing member

By: Equity Residential, a Maryland real
estate investment trust, its general partner

By: 
Name: JAMES P. KELLY
Title: FIRST V.P.

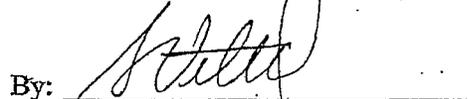
APPROVED:

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

FARELLA BRAUN & MARTEL, LLP

By: _____
Deputy City Attorney

By: 
Steven L. Vettel

ACKNOWLEDGED:

Department of Building Inspection

By: _____
Authorized Representative

NOW THEREFORE, the parties hereto have executed this In-Kind Agreement as of the date set forth above.

CITY AND COUNTY OF SAN FRANCISCO,
acting by and through its Planning Commission

By: 
Director of Planning

ARCHSTONE DAGGETT PLACE LLC,
a Delaware limited liability company

By: EQR-WARWICK, L.L.C., a
Delaware limited liability company, its
sole member

By: ERP Operating Limited
Partnership, an Illinois limited Partnership,
its managing member

By: Equity Residential, a Maryland real
estate investment trust, its general partner

By: _____

Name:
Title:

APPROVED:

DENNIS J. HERRERA
City Attorney

By: _____
Deputy City Attorney

APPROVED AS TO FORM:

FARELLA BRAUN & MARTEL, LLP

By: _____
Steven L. Vettel

ACKNOWLEDGED:

Department of Building Inspection

By: _____
Authorized Representative

ACKNOWLEDGED:

Department of Public Works

By: _____
Authorized Representative

Exhibit A

The Land

The Land referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

PARCEL A:

BEGINNING AT THE POINT FORMED BY THE INTERSECTION OF THE SOUTHWESTERLY LINE OF 7TH STREET WITH THE NORTHWESTERLY LINE OF DAGGETT STREET; RUNNING THENCE NORTHWESTERLY, ALONG SAID SOUTHWESTERLY LINE OF 7TH STREET, 146 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 262 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 146 FEET TO THE NORTHWESTERLY LINE OF DAGGETT STREET; THENCE NORTHEASTERLY, ALONG SAID NORTHWESTERLY LINE OF DAGGETT STREET, 262 FEET TO ITS INTERSECTION WITH THE SOUTHWESTERLY LINE OF 7TH STREET AND THE POINT OF BEGINNING. BEING A PORTION OF SOUTH BEACH BLOCK NO. 36

PARCEL B:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF DAGGETT STREET, DISTANT THEREON 262 FEET SOUTHWESTERLY FROM THE SOUTHWESTERLY LINE OF 7TH STREET; RUNNING THENCE NORTHWESTERLY, AT A RIGHT ANGLE TO SAID LINE OF DAGGETT STREET, PARALLEL WITH SAID LINE OF 7TH STREET, 146 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY, PARALLEL WITH SAID LINE OF DAGGETT STREET 267 FEET, 7-¼ INCHES TO THE NORTHERLY LINE OF 16TH STREET; THENCE EASTERLY, ALONG SAID LINE OF 16TH STREET, 224 FEET, 8-¼ INCHES TO THE NORTHWESTERLY LINE OF DAGGETT STREET; THENCE NORTHEASTERLY, ALONG SAID LINE OF DAGGETT STREET, 96 FEET, 9-¼ INCHES TO THE POINT OF BEGINNING. BEING A PORTION OF SOUTH BEACH BLOCK NO. 36

PARCEL C:

BEGINNING AT THE POINT FORMED BY THE INTERSECTION OF THE SOUTHEASTERLY LINE OF HUBBELL STREET WITH THE SOUTHWESTERLY LINE OF 7TH STREET; RUNNING THENCE SOUTHEASTERLY, ALONG SAID SOUTHWESTERLY LINE OF 7TH STREET, 94 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 529 FEET, 7-¼ INCHES, MORE OR LESS, TO THE NORTHERLY LINE OF 16TH STREET; THENCE WESTERLY, ALONG SAID NORTHERLY LINE OF 16TH STREET, 144 FEET, 8-¼ INCHES, MORE OR LESS, TO THE SOUTHEASTERLY LINE OF HUBBELL STREET; THENCE NORTHEASTERLY, ALONG SAID SOUTHEASTERLY LINE OF HUBBELL STREET, 639 FEET, 6-7/8 INCHES, MORE OR LESS, TO THE SOUTHWESTERLY LINE OF 7TH STREET AND THE POINT OF BEGINNING. BEING A PORTION OF SOUTH BEACH BLOCK NO. 36

PARCEL D:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF 7TH STREET AND THE SOUTHEASTERLY LINE OF DAGGETT STREET; RUNNING THENCE SOUTHEASTERLY, ALONG SAID LINE OF 7TH STREET, 170 FEET, 9- $\frac{3}{4}$ INCHES TO THE NORTHERLY LINE OF 16TH STREET; THENCE WESTERLY, ALONG SAID NORTHERLY LINE OF 16TH STREET, 262 FEET, 10- $\frac{1}{2}$ INCHES TO THE SOUTHEASTERLY LINE OF DAGGETT STREET; THENCE NORTHEASTERLY, ALONG SAID SOUTHEASTERLY LINE OF DAGGETT STREET, 199 FEET, 9- $\frac{7}{8}$ INCHES TO THE POINT OF BEGINNING. BEING SOUTH BEACH BLOCK NO. 35- $\frac{1}{2}$.

Assessor's Lot 001; Block 3833

Assessor's Lot 002; Block 3833

Assessor's Lot 003; Block 3833

Assessor's Lot 001; Block 3834

Exhibit B

In-Kind Improvements Description

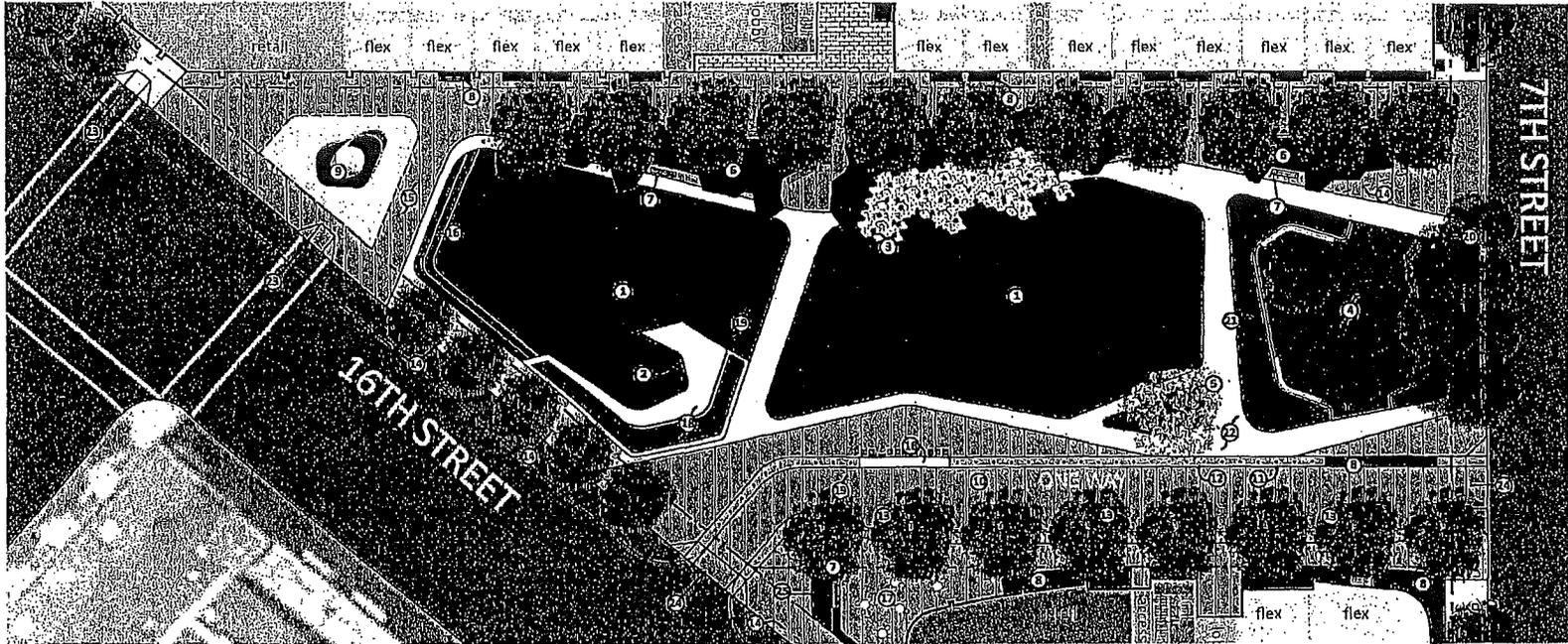
The proposed In-Kind Improvements include a 0.9-acre public park. The park would have a number of amenities and design features, including:

- Large, unprogrammed lawn areas for general recreation and gathering
- Ample seating opportunities dispersed throughout the park.
- Architectural features that double as play and sitting areas, such as the “Tilted Lawn” and the “Penta Step”
- Universal accessibility, per requirements of the Americans with Disability Act and the Mayor’s Office of Disability.
- A fenced-off dog run
- “Mission Marsh Bears”, a public art piece selected through a process facilitated by the San Francisco Arts Commission.
- Easy and welcoming access from both 16th and 7th Streets, including signage, to ensure that the area clearly reads as a public park.
- Multiple features to minimize stormwater runoff, such as permeable pavers and a stormwater garden.
- Drought-resistant trees and landscaping.

In addition to the park there would be a single lane, one-way “shared street” consistent with the San Francisco Better Streets Design Guidelines that would create a pedestrian-oriented environment while allowing vehicle access. The shared street is designed to minimize through traffic, the paving is consistent with pedestrian areas in the park rather than a typical street, and vehicular area is defined by detectable warning strips and bollards rather than a curb. The shared street is a requirement of the development project, and is not included in the costs for the in-kind agreement.

An image of the improvements is contained on the next page.

DESIGN DEVELOPMENT PLAN



- ① Lawn (Flexible Open Space)
- ② Tilted Lawn (C.I.P. Concrete)
- ③ "Penta-Step" Landscape Feature (Precast Conc. & Wood)
- ④ Dog Run (Synthetic Turf)
- ⑤ Stadium Bench & Spectator Tree
- ⑥ Garden Edge (Mixed Native Planting/Butterfly Garden)
- ⑦ Park Bench
- ⑧ Planter at Grade
- ⑨ Gateway Art Feature (Arts Commission Project)
- ⑩ One-Way Drive Lane (12' width, flush w/ park)
- ⑪ Detectable Warning Pavers
- ⑫ Bollards 35"-42" @ +/- 5' O.C.
- ⑬ (6) Parallel Parking Spaces
- ⑭ Bike Parking
- ⑮ Informal Community Stage
- ⑯ Lawn Steps (6"x24")
- ⑰ Cafe Seating Area
- ⑱ The Park Counter & Stools (Concrete & Steel)
- ⑲ C.I.P. Integral Color Conc. w/ Water Washed Finish or Unit Pavers, TBD.
- ⑳ San Francisco Standard Park Entry Sign
- ㉑ 30" Conc. Wall w/42" Stainless Steel Picket Fence & Wood Bench
- ㉒ C.I.P. Integral Color Conc. w/Sandblast Finish
- ㉓ Driveway Curb Cut
- ㉔ Built in bench w/36" Concrete Wall



DAGGETT PARK - ARCHSTONE POTRERO
 CIVIC DESIGN REVIEW - PHASE 2 DESIGN DEVELOPMENT - FEB 13 2012

*Notes: The site is essentially flat and all paths within the Park will be accessible.



Exhibit C

Calculation of Eastern Neighborhoods Infrastructure Impact Fee

Type of Space	Amount of Space	Fee Gross Per Square Foot	Total Fee
Residential	475,219 gross square feet	\$8.69	\$4,131,744
Non-residential	14,396 gross square feet	\$10.87	\$156,456
TOTAL			\$4,288,200

Exhibit D

Cost Documentation

The calculation of In-Kind Value for the proposed Daggett Park at 1000 16th Street has multiple components. These include:

- Determining the value of required improvements
- Determining the value of the proposed improvements
- Determining the specific improvements that would be provided via this In-Kind Agreement
- Determining the specific improvements that would need to be provided via a gift to the City

Determining the Value of Required Improvements

Fee waivers cannot be made for improvements that the Project Sponsor is already legally required to undertake. In this instance, the Project Sponsor is responsible for improving the entire Daggett Street right-of-way, given that their development is on both sides of this street. Such improvement would likely consist of transforming the unimproved areas into a new roadway, with sidewalk and landscaping. Working with the Department of Public Works, it was estimated in 2012 that such improvements would cost \$802,350. The costs of these required improvements in 2015 are estimated to total \$963,036, an increase of 20%.

Table 1 -- Value of Required Improvements (2015 estimate)

	AMOUNT	UNIT	UNIT COST	TOTAL COST
Site remediation	1,048	Tons	\$174.00	\$182,352
Site engineering	43,400	Square Feet	\$0.48	\$20,832
Earthwork	43,400	Square Feet	\$2.40	\$104,160
Hydraulic engineering				\$90,000
Curb & gutter	654	Linear Feet	\$48.00	\$31,392
City Sidewalk	7,800	Square Feet	\$9.60	\$74,880
Ramps	8	Each	\$3,000.00	\$24,000
Paving material	34,100	Square Feet	\$4.80	\$163,680
Street trees	28	Each	\$3,918.00	\$109,704
Curbside planting	1,500	Square Feet	\$12.00	\$18,000
Traffic Striping	310	Linear Feet	3.60	\$1,116
Traffic Routing			18,000.00	\$18,000
Curbside Irrigation	1,500	Square Feet	12.00	\$18,000
Lighting	7	Each	9,600.00	\$67,200
Subtotal				\$923,316
City tax			0.12%	\$1,108
General Contractor insurance			0.35%	\$3,235
Fee			3.50%	\$32,468

Bonds				\$2,909
Total				\$963,036

Determining the Value of Proposed Improvements

To help determine the value of the proposed improvements, the Project Sponsor provided two cost estimates of the hard costs. The lower estimate was utilized by the Project Sponsor in calculating the overall value of the proposed improvements, including other costs such as design and engineering fees, site preparation, and hazardous remediation. This estimate concluded that the overall cost of the improvements was \$4,899,999.

Table 2 – Cost of Daggett Park Improvements

Design Costs	\$294,500
Public Art	\$300,000
Offsite work	\$296,510
Structures and Finishes	\$680,253
Underground Utilities and Grading of Dirt	\$1,713,218
Landscape, Hardscape and Furniture	\$1,210,159
Fees, bonds, permits, tax, insurance, overhead	\$405,059
TOTAL	\$4,899,999

Determining the Specific Improvements that Would be Provided via this In-Kind Agreement

The approval of this In-Kind Agreement would commit the Project Sponsor to creating a public park on the Daggett Street right-of-way, and not a typical city street. Therefore, the \$963,036 that the Project Sponsor would be required to contribute will instead be directed towards the construction of the park.

In addition, through this In-Kind Agreement the Project Sponsor would commit to \$2,369,144 in improvements in return for a reduction in its Eastern Neighborhoods Infrastructure Impact Fee of the same amount. Combined, that means that this In-Kind Agreement would enable \$3,332,180 towards the creation of a park along the Daggett Street right-of-way.

Determining the specific improvements that would need to be provided via a gift to the City

The cost of the proposed improvements to the Daggett Street right-of-way (\$4,899,999) exceed the Project Sponsors required contribution (\$963,036) and requested fee waiver (\$2,369,144) by \$1,567,819. The Project Sponsor is proposing to gift the City the value of these improvements, and to make a gift of maintaining Daggett Park in perpetuity. Such a gift would occur via a separate legal agreement with the City. Such a gift should include all of those items identified as proposed improvements by the Project Sponsor but that are not included in this In-Kind Agreement.

Exhibit E

Form of Maintenance Declaration

To Be Attached

Exhibit F

Form of Maintenance License

To Be Attached

Exhibit G

Memorandum of Amended Agreement

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

**City and County of San Francisco
Department of Planning
1660 Mission St.
San Francisco, CA 94103
Attn: Director**

(Free Recording Requested Pursuant to
Government Code Section 27383)

Memorandum of Amended In-Kind Agreement

This Memorandum of Amended In-Kind Agreement (this "Memorandum"), is dated as of _____, and is by and between the City and County of San Francisco, a municipal corporation, acting and through the Planning Commission (the "City"), and Archstone Daggett Place LLC (the "Project Sponsor").

1. The property described in Exhibit A attached hereto (the "Land") and generally known as 1000 16th Street, San Francisco, California 94107, San Francisco, California is owned by Project Sponsor.

2. Under San Francisco Planning Code Section 423.3 ("Section"), the Project Sponsor must pay to the City a development impact fee (the "Fee") on or before the issuance of the First Construction Document for the Land; provided, however, the City can reduce such payment under Section 423.3(d) if the Project Sponsor enters into an agreement with the City to provide in-kind improvements.

3. In accordance with Section 423.3(d), the City and the Project Sponsor previously entered into an in-kind agreement dated November 29, 2012 (the "Original In-Kind Agreement"), which permitted the Project Sponsor to receive a waiver of part of the Fee documents with the satisfaction of certain conditions in return for the Project Sponsor's agreement to provide certain in-kind improvements under the terms and conditions set forth therein. The City and Project Sponsor have entered into an Amended and Restated In-Kind Agreement dated _____, 2015, which amends and restates the Original In-Kind Agreement in its entirety (the "Amended In-Kind Agreement") and sets forth revised conditions.

4. Upon the Project Sponsor's satisfaction of the terms of the Amended In-Kind Agreement, the Amended In-Kind Agreement shall terminate and the City will execute and deliver to the Project Sponsor a termination of this Memorandum in recordable form.

5. The Project Sponsor and the City have executed and recorded this Memorandum to give notice of the Amended In-Kind Agreement, and all of the terms and conditions of the Amended In-Kind Agreement are incorporated herein by reference as if they were fully set forth herein. Reference is made to the Amended In-Kind Agreement itself for a complete and definitive statement of the rights and obligations of the Project Sponsor and the City thereunder.

6. This Memorandum shall not be deemed to modify, alter or amend in any way the provisions of the Amended In-Kind Agreement. In the event any conflict exists between the terms of the Amended In-Kind Agreement and this Memorandum, the terms of the Amended In-Kind Agreement shall govern.

7. On the recordation of this Memorandum, the Memorandum of In-Kind Agreement recorded in the Official Records of San Francisco County as Document No. _____ (the "Original Memorandum") shall be deemed to be replaced in its entirety by this Memorandum, and the Original Memorandum shall have no further force or effect.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum as of the date first written above.

CITY AND COUNTY OF SAN FRANCISCO,
acting by and through its Planning Commission

By: _____
Director of Planning

ARCHSTONE DAGGETT PLACE LLC,
a Delaware limited liability company

By: EQR-WARWICK, L.L.C., a Delaware limited liability
company, its sole member

By: ERP Operating Limited Partnership, an Illinois limited
Partnership, its managing member

By: Equity Residential, a Maryland real estate
investment trust, its general partner

By: _____

Name: _____

Title: _____

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGEMENT

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
County of _____

On _____ before me,

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

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGEMENT

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
County of _____

On _____ before me,

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

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

28691\4972509.1

EXHIBIT B

LEGAL DESCRIPTION

The land referred to in this Commitment is situated in the City of San Francisco, County of San Francisco, State of California, and is described as follows:

PARCEL A:

BEGINNING AT THE POINT FORMED BY THE INTERSECTION OF THE SOUTHWESTERLY LINE OF 7TH STREET WITH THE NORTHWESTERLY LINE OF DAGGETT STREET; RUNNING THENCE NORTHWESTERLY, ALONG SAID SOUTHWESTERLY LINE OF 7TH STREET, 146 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 262 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 146 FEET TO THE NORTHWESTERLY LINE OF DAGGETT STREET; THENCE NORTHEASTERLY, ALONG SAID NORTHWESTERLY LINE OF DAGGETT STREET, 262 FEET TO ITS INTERSECTION WITH THE SOUTHWESTERLY LINE OF 7TH STREET AND THE POINT OF BEGINNING.

BEING A PORTION OF SOUTH BEACH BLOCK NO. 36

PARCEL B:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF DAGGETT STREET, DISTANT THEREON 262 FEET SOUTHWESTERLY FROM THE SOUTHWESTERLY LINE OF 7TH STREET; RUNNING THENCE NORTHWESTERLY, AT A RIGHT ANGLE TO SAID LINE OF DAGGETT STREET, PARALLEL WITH SAID LINE OF 7TH STREET, 146 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY, PARALLEL WITH SAID LINE OF DAGGETT STREET 267 FEET, 7-1/4 INCHES TO THE NORTHERLY LINE OF 16TH STREET; THENCE EASTERLY, ALONG SAID LINE OF 16TH STREET, 224 FEET, 8-1/4 INCHES TO THE NORTHWESTERLY LINE OF DAGGETT STREET; THENCE NORTHEASTERLY, ALONG SAID LINE OF DAGGETT STREET, 96 FEET, 9-1/4 INCHES TO THE POINT OF BEGINNING.

BEING A PORTION OF SOUTH BEACH BLOCK NO. 36

PARCEL C:

BEGINNING AT THE POINT FORMED BY THE INTERSECTION OF THE SOUTHEASTERLY LINE OF HUBBELL STREET WITH THE SOUTHWESTERLY LINE OF 7TH STREET; RUNNING THENCE SOUTHEASTERLY, ALONG SAID SOUTHWESTERLY LINE OF 7TH STREET, 94 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 529 FEET, 7-1/4 INCHES, MORE OR LESS, TO THE NORTHERLY LINE OF 16TH STREET; THENCE WESTERLY, ALONG SAID NORTHERLY LINE OF 16TH STREET, 144 FEET, 8-1/4 INCHES, MORE OR LESS, TO THE SOUTHEASTERLY LINE OF HUBBELL STREET; THENCE NORTHEASTERLY, ALONG SAID SOUTHEASTERLY LINE OF HUBBELL STREET, 639 FEET, 6-7/8 INCHES, MORE OR LESS, TO THE SOUTHWESTERLY LINE OF 7TH STREET AND THE POINT OF BEGINNING.

BEING A PORTION OF SOUTH BEACH BLOCK NO. 36

PARCEL D:

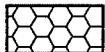
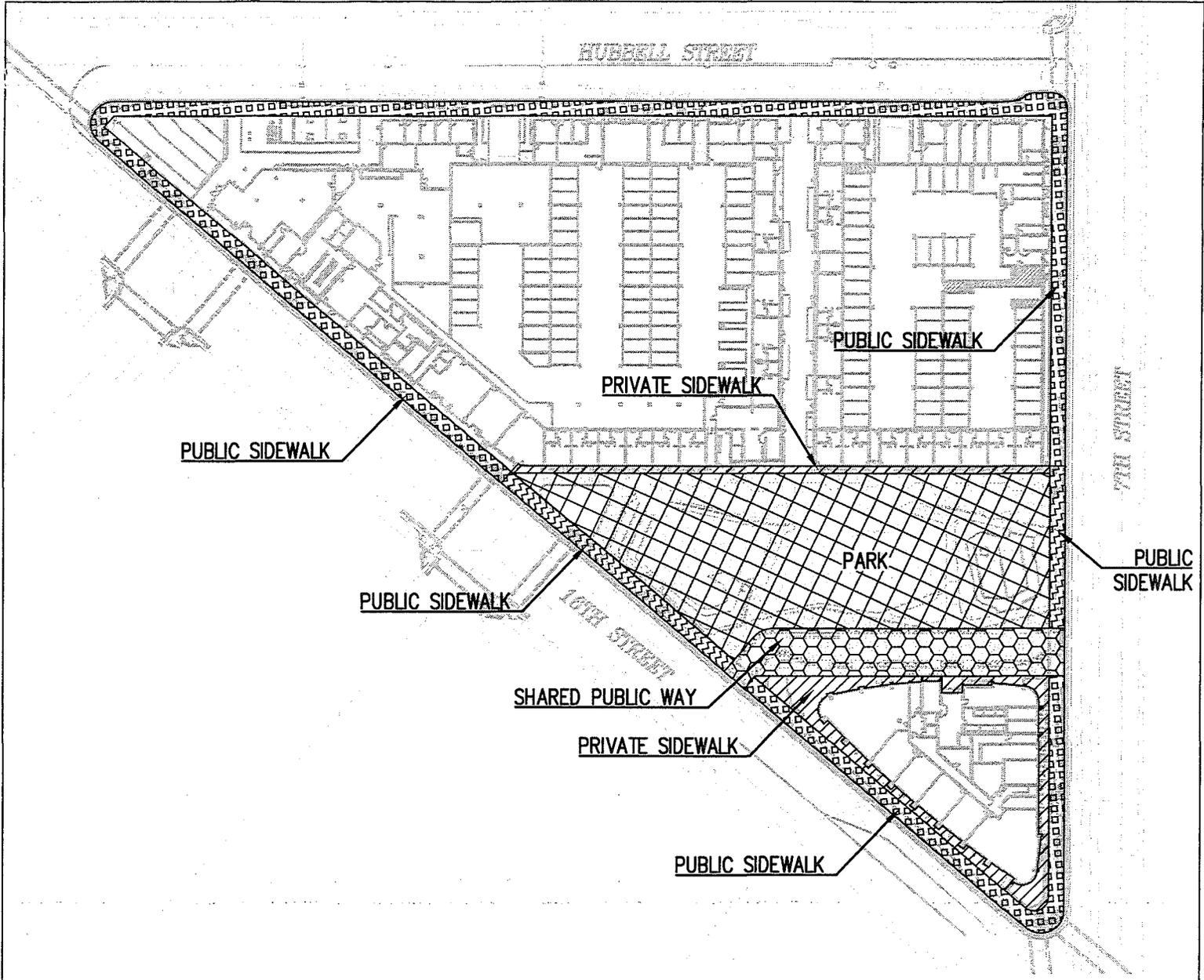
BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF 7TH STREET AND THE SOUTHEASTERLY LINE OF DAGGETT STREET; RUNNING THENCE SOUTHEASTERLY, ALONG SAID LINE OF 7TH STREET, 170 FEET, 9-3/4 INCHES TO THE NORTHERLY LINE OF 16TH STREET; THENCE WESTERLY, ALONG SAID NORTHERLY LINE OF 16TH STREET, 262 FEET, 10-1/2 INCHES TO THE SOUTHEASTERLY LINE OF DAGGETT STREET; THENCE NORTHEASTERLY, ALONG SAID SOUTHEASTERLY LINE OF DAGGETT STREET, 199 FEET, 9-7/8 INCHES TO THE POINT OF BEGINNING.

BEING SOUTH BEACH BLOCK NO. 35-1/2.

ASSESSOR'S LOT 001; BLOCK 3833
ASSESSOR'S LOT 002; BLOCK 3833
ASSESSOR'S LOT 003; BLOCK 3833
ASSESSOR'S LOT 001; BLOCK 3834

EXHIBIT C

GENERAL SKETCH OF PUBLIC IMPROVEMENTS



SHARED PUBLIC WAY (MAJOR ENCROACHMENT AGREEMENT)



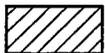
PARK (MAINTENANCE LICENSE AGREEMENT AND DECLARATION OF MAINTENANCE COVENANTS)



PUBLIC SIDEWALK ALONG PARK (MAJOR ENCROACHMENT AGREEMENT)



PUBLIC SIDEWALK ALONG BUILDING (STREET IMPROVEMENT PERMIT #15IE-0918)



PRIVATE SIDEWALK

EXHIBIT C

EQR POTRERO

SAN FRANCISCO, CALIFORNIA

SEPTEMBER 2015

SCALE: 1"=100'

EXHIBIT D

CITY ENGINEER ESTIMATE OF COST

EXHIBIT D

JAMES E. ROBERTS-OBAYASHI CORPORATION

Equity Potrero
Daggett Place Park
San Francisco, CA

Cost Breakdown

1/30/15

Line #	Description	Sect.#	Total
1	General Conditions		112,122
2	Field Engineering		10,120
3	Final Clean		11,845
4	Concrete Paving	033000	In #23
5	Architectural Concrete - Site	033050	In #23
6	Shotcrete	033713	N/A
7	Precast Concrete - Site	034000	238,715
8	Metal Fabrications	055050	161,919
9	Finish Carpentry - Site	062013	8,270
10	Waterproofing		7,344
11	Polystyrene Fill	072400	In #7 & 23
12	Joint Sealants		7,600
13	Painting		In # 14
14	Anti Graffiti Coatings - Site	099623	11,230
15	Signage		1,600
16	Site Furnishings	129300	114,512
17	Plumbing		13,885
18	Electrical	260000	216,200
19	Earthwork and Demo	310000	1,188,304
20	Removal Work	311000	In # 19
21	Landscape Finish Grading	312219	In # 32
22	Landscape Maintenance	320190	In # 32
23	Cement Concrete Pavement	321313	755,832
24	Stone Pavers	321440	119,090
25	Detectable Warning Pavers	321726	In # 24
26	Synthetic Grass Surfacing	321813	In # 32
27	Paving Specialties		3,245
28	Irrigation	328000	In # 32
29	Soil Preparation	329113	In # 32
30	Structural Soil	329113	In # 32
31	Lawns and Grasses	329200	In # 32
32	Planting	329300	363,770
33	Planting Accessories	329300	In # 32
34	Site Utilities - New and Relocation	330000	500,734
35	Water Utilities	331000	In # 34
36	Sanitary Sewerage Utilities	3330000	In # 34
37	Storm Drainage Utilities	3340000	In # 34
38	Landscape Drainage	334600	In # 34
39	Ashalt Paving		45,925
	Testing & Inspections		By Owner
	Building Permit & Fees		By Owner
	Street Permits		By Owner
	Security Guard & Roving Patrols		By Owner
	Utility Company Fees		By Owner
	Builder's Risk Insurance		By Owner
			3,892,261
	SUBTOTAL		3,892,261
	City Business Tax	0.12%	4,671
	General Liability Insurance	1.20%	46,763
	Fee	3.50%	138,029
	G.C. Bond	1.50%	N.I.C.
	TOTAL		4,081,724
	GC Contingency	2.00%	81,634
	GMP Total		4,163,359

EXHIBIT E

DECLARATION OF MAINTENANCE COVENANTS AND OBLIGATIONS

Free Recording Requested Pursuant to
Government Code Section 27383

Recording requested by and
when recorded mail to:

City and County of San Francisco
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)

DECLARATION OF MAINTENANCE COVENANTS AND OBLIGATIONS

This Declaration of Maintenance Covenants and Obligations ("**Declaration**") is made as of _____, 201__, by ARCHSTONE DAGGETT PLACE LLC, Delaware limited liability company ("**Owner**"), in favor of CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**City**"), with reference to the following facts:

RECITALS

A. Owner constructed a mixed use development on that certain real property in San Francisco commonly known as Block 3833, Lots 001, 002, and 003, and Block 3834, Lot 001, as fully described on the attached Exhibit A ("**Owner Property**"), which development is fully described in Motion No. 18419 (Case 2003.0527), adopted by the City's Planning Commission on July 21, 2011 (the "**Development**").

B. The Development would have triggered an impact fee under Sections 423-423.5 of the San Francisco Planning Code (the "**Impact Fee**"), but pursuant to an Amended and Restated In Kind Agreement between Owner and City, dated as of _____ (the "**In Kind Agreement**"), Owner constructed certain open space improvements (the "**Open Space Improvements**") on the unimproved City property adjacent to a portion of the Owner Property and fully described and depicted on the attached Exhibit B (the "**City Open Space Property**"), and agreed to maintain the City Open Space Property, as an alternative to paying a portion of the Impact Fee.

C. Owner wished to develop the unimproved City property between the City Open Space Property and a portion of the Owner Property, which is fully described and depicted on the attached Exhibit C (the "**Shared Public Way**"), as a shared public right of way with specialized right of way improvements (the "**Right of Way Improvements**") that enhanced the Development, and City agreed to permit the Right of Way Improvements if Owner agreed to comply with Owner's obligations under Major Encroachment Permit No. _____, which was issued by City's Department of Public Works to Owner for the Right of Way Improvements (as may be amended from time, the "**Encroachment Permit**"), and under the Street Encroachment Agreement issued

by City for the Shared Public Way and executed by Owner on _____ (as may be amended from time, the "Street Agreement").

D. Owner has installed and gifted to City, and City has accepted, the Open Space Improvements at the City Open Space Property and, pursuant to the Encroachment Permit and Street Agreement, City is permitting Owner to have the Right of Way Improvements at the Shared Public Way, and Owner accordingly agrees to provide for the maintenance of the City Open Space Property, including the Open Space Improvements, and the Shared Public Way, including the Right of Way Improvements, on the terms and conditions specified below.

AGREEMENT

NOW, THEREFORE, Owner hereby declares that the Owner Property is held and will be held, transferred, encumbered, developed, improved, used, sold, conveyed, leased, and occupied subject to the following covenants, conditions, agreements and restrictions, for the benefit of City, which covenants, conditions, agreements and restrictions shall run with the land and be binding and enforceable by City at any time at City's sole discretion.

1. Maintenance of Open Space Improvements.

(a) Owner shall perform the maintenance work described in the attached Exhibit C (as may be mutually modified by City and Owner, the "**Maintenance Work**") at the City Open Space Property in compliance with the terms and conditions of the Maintenance License Agreement between City and Owner, dated as of _____, 20__, a copy of which is attached as Exhibit D (as may be amended from time to time pursuant to a written agreement executed by City and Owner, the "**Maintenance License**"). Owner acknowledges and agrees that City and Owner may mutually modify the scope of the Maintenance Work at any time through a written amendment to this Declaration, which City and Owner each shall have the right to record in the Official Records of San Francisco County. Owner further acknowledges and agrees that City and Owner may mutually amend the Maintenance License at any time in a writing executed by City and Owner, and no such amendment needs to be recorded in the Official Records of San Francisco County to be effective or to bind any future successors in interest to all or any portion of the Owner Property.

(b) The Maintenance License provides Owner with a license to enter the City Open Space Property for the purpose of performing the Maintenance Work, and may be revoked or suspended by City at any time in its sole and absolute discretion. If City revokes or suspends the Maintenance License, Owner's obligations to perform the Maintenance Work pursuant to this Declaration shall automatically be suspended; provided, however, that if there is a Performance Termination (defined as follows), Owner shall make an annual payment to City (each, a "**Open Space Maintenance Payment**") to offset City's costs to maintain the City Open Space Property until City elects, in its sole and absolute discretion, to no longer maintain the City Open Space Property as a public open space. A "**Performance Termination**" shall mean either (i) City's revocation or suspension of the Maintenance License due to Owner's failure to timely cure any default by Owner under the Maintenance License, or (ii) an Uncured Default (as defined in subsection (e) below).

The initial Open Space Maintenance Payment shall be paid by Owner to City within the thirty (30) day period immediately following the Performance Termination, and thereafter, Owner shall pay City an Open Space Maintenance Payment on each anniversary of the payment of the initial Open Space Maintenance Payment. The twelve (12) month period between each Open Space Maintenance Payment shall be referred to as a "**Open Space Maintenance Period**". During any Open Space Maintenance Period for which Owner has paid the Open Space Maintenance Payment, Owner shall have no obligation to perform the Maintenance Work.

The initial Open Space Maintenance Payment shall be one hundred seventy-five percent (175%) of Owner's cost for the Maintenance Work in the calendar year immediately preceding the Performance Termination (the "**Baseline Open Space Cost**"); provided, however, that if any of the tasks that comprise the Maintenance Work was not performed during such calendar year, the Baseline Open Space Cost shall be increased to include the commercially reasonable costs Owner would have incurred for the performance of such tasks. Within fifteen (15) days of the Performance Termination, Owner shall provide City with a detailed written summary of Owner's cost for the Maintenance Work in the calendar year immediately preceding the Performance Termination, the commercially reasonable costs Owner would have incurred for the performance of any Maintenance Work that was not performed during such calendar year, and reasonable supporting evidence of all costs detailed in such summary. Following the initial Open Space Maintenance Payment, the amount of each Open Space Maintenance Payment for an Open Space Maintenance Period shall be equal to the greater of (i) the Open Space Maintenance Payment payable for the preceding Open Space Maintenance Period, and (ii) the Open Space Maintenance Payment payable for the previous Open Space Maintenance Period, multiplied by the Open Space CPI Fraction (defined as follows).

The "**Open Space CPI Fraction**" shall mean a fraction with the Consumer Price Index Urban Wage Earners and Clerical Workers (base years 1982-1984 = 100) for San Francisco-Oakland-San Jose area published by the United States Department of Labor, Bureau of Labor Statistics ("**Index**") published most immediately preceding the date an Open Space Maintenance Payment is due as the numerator, and the Index published twelve (12) months before such date as the denominator. If the Index is discontinued or revised during the term of this Declaration, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

(c) If Owner timely terminates the Maintenance License pursuant to Section 24 of the Maintenance License, Owner's obligations to perform the Maintenance Work pursuant to this Declaration shall terminate on the termination of the Maintenance License; provided, however, that Owner shall thereafter make an annual Maintenance Conversion Payment (as defined in the immediately following paragraph) to City to pay for City's costs to perform the Maintenance Work until City elects, in its sole and absolute discretion, to no longer maintain the City Open Space Property as a public open space. The "**Maintenance Commencement Date**" shall mean the date that City commences the Maintenance Work, and a "**Maintenance Conversion Period**" shall mean the twelve (12) month period that immediately follows the Maintenance Commencement Date and or any anniversary of the Maintenance Commencement Date. City shall perform all of the Maintenance Work for each Maintenance Conversion Period in which Owner pays the

applicable Maintenance Conversion Payment, provided that City may reasonably modify the scope of the Maintenance Work to reflect commercial maintenance standards for similar spaces. If the Maintenance Conversion Payment for any Maintenance Conversion Period is less than City's actual costs to perform the Maintenance Work, Owner shall reimburse City for such excess costs within thirty (30) days of receiving City's invoice, together with reasonable supporting information, of such excess costs.

A "**Maintenance Conversion Payment**" shall mean an amount equal to City's actual cost to perform the Maintenance Work during the first Maintenance Conversion Period; provided, however, that following the first Maintenance Conversion Period, the amount of each Maintenance Conversion Payment for a Maintenance Conversion Period shall be equal to the greater of (i) the Maintenance Conversion Payment payable for the preceding Maintenance Conversion Period, and (ii) the Maintenance Conversion Payment payable for the previous Maintenance Conversion Period, multiplied by a fraction with the Index published most immediately preceding the date an Maintenance Conversion Payment is due as the numerator, and the Index published twelve (12) months before such date as the denominator (the "**Maintenance Conversion CPI Fraction**"). If the Index is discontinued or revised during the term of this Declaration, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

For the payment of the first Maintenance Conversion Payment, within sixty (60) days following the Maintenance Commencement Date, City shall deliver a budget that details the Maintenance Commencement Date and City's estimated, reasonable costs for performing the Maintenance Work during the first Maintenance Conversion Period (the "**Estimated Costs**"). Owner shall deliver a payment equal to the Estimated Costs to City within thirty (30) days of receiving such budget, which City shall only use to pay for the Maintenance Work. Within sixty (60) days following the termination of the First Maintenance Conversion Period, City shall deliver a final budget, together with reasonable supporting information, detailing its actual costs to perform the Maintenance Work during the first Maintenance Conversion Period (the "**Final Costs**"). If the Final Costs are higher than the Estimated Costs, Owner shall deliver the second Maintenance Conversion Payment and the amount equal to the difference between the Final Costs and the Estimated Costs to City within thirty (30) days of receiving the Final Costs. If the Final Costs are lower than the Estimated Costs, Owner shall deliver the second Maintenance Conversion Payment, reduced by any amount equal to the difference between the Final Costs and the Estimated Costs, to City within thirty (30) days of receiving the Final Costs. The second Maintenance Conversion Payment shall be equal to the greater of (i) the Final Costs, and (ii) the Final Costs multiplied by the Maintenance Conversion CPI Fraction. Following the first and second Maintenance Conversion Payments, each Maintenance Conversion Payment shall be paid on each anniversary of the Maintenance Commencement Date.

(d) Owner's obligations with respect to the Maintenance Work and any Open Space Maintenance Payments or Maintenance Conversion Payments under this Declaration shall run with the land and continue in perpetuity, unless City elects to terminate such obligations by delivering written notice of such termination to Owner. City's right to modify the scope of the Maintenance Work and to terminate Owner's obligations with respect to the Maintenance Work and any Open Space Maintenance Payments or Maintenance Conversion Payments under this Declaration and

the Maintenance License shall be exercised by (i) City's Director of Property or the director of any other City department that has jurisdiction of the City Open Space Property at the time of such modification or termination, or (ii) any other person designated by the City's Board of Supervisors.

(e) If Owner fails to timely comply with its obligations under this Declaration at any time, City may demand by written notice to Owner (the "**Default Notice**") that the violation be cured. An "**Uncured Default**" shall mean Owner's failure to timely cure any violation specified in a Default Notice within thirty (30) days after receipt of the Default Notice or any longer period of time specified by City in writing, or if such default is of a kind which cannot reasonably be cured within such cure period, Licensee's failure to commence to cure such violation within such cure period and to diligently thereafter prosecute such cure to completion.

2. Maintenance of Shared Public Way and Right of Way Improvements.

(a) Commencing on the date this Declaration is recorded in the Official Records of San Francisco County, Owner shall maintain the Shared Public Way, including the Right of Way Improvements (the "**Right of Way Work**"), in compliance with the terms and conditions of the Encroachment Permit and the Street Agreement, as either may be modified by City, and shall comply with all of Owner's obligations under the Encroachment Permit and the Street Agreement, including, but not limited to, any obligation to provide a maintenance bond. Owner acknowledges and agrees that City and Owner may mutually modify the scope of the Right of Way Work at any time through a written amendment to this Declaration, which City and Owner each shall have the right to record in the Official Records of San Francisco County. Owner further acknowledges and agrees that City may amend the Encroachment Permit or the Street Agreement at any time in a writing executed by City, and no such amendment needs to be recorded in the Official Records of San Francisco County to be effective or to bind any future successors in interest to all or any portion of the Owner Property.

(b) If the Encroachment Permit is terminated by Owner or revoked or terminated by City (each, an "**MEP Termination Event**"), then Owner shall convert the Shared Public Way to a condition specified by City for a standard public right of way at Owner's sole cost (the "**Right of Way Conversion**") by (i) applying for, and providing the materials necessary to obtain, a street improvement permit from City for the performance of such conversion work, (ii) performing such conversion work pursuant to the terms and conditions of such street improvement permit, and (iii) warranting the conversion work meets the standards required under such street improvement permit. On completion of the Right of Way Conversion, Owner's obligations pursuant to this Section 2 as to the Right of Way Work shall terminate.

Notwithstanding the foregoing paragraph, Owner and City may mutually elect to modify Owner's obligation to perform the Right of Way Conversion, including any modification necessary to address any Right of Way Improvement that cannot be modified or replaced with a standard right of way improvement. Any such modification may include, but not be limited to, Owner's agreement to, at its sole cost, convert specified Right of Way Improvements to a standard public right of way while leaving other specified Right of Way Improvements in their as is condition, with Owner assuming a continuing obligation to pay for City's costs to maintain and replace such remaining Right of Way Improvements, and must address any applicable City requirements for

bonding and City's acquisition of specialized equipment needed to maintain such remaining Right of Way Improvements. If City and the Owner mutually agree to any modification to the Right of Way Conversion that results in Owner assuming such a maintenance payment obligation, Owner shall execute and acknowledge, and City shall have the right to record in the Official Records of San Francisco County, an amendment to this Declaration that details such payment obligation.

(c) Owner's obligations with respect to the Right of Way Work and the Right of Way Conversion under this Declaration shall run with the land and continue in perpetuity, unless City elects to terminate such obligations by delivering written notice of such termination to Owner or such obligations terminate pursuant to Section 2(b) above. City's right to modify the scope of the Right of Way Work and to terminate or modify Owner's obligations with respect to the Right of Way Work and the Right of Way Conversion under this Declaration, the Encroachment Permit or the Street Agreement shall be exercised by (i) City's Director of Public Works or the director of any other City department that has jurisdiction of the Shared Public Way at the time of such modification or termination, or (ii) any other person designated by the City's Board of Supervisors.

3. Lender. A "**Lender**" means the beneficiary named in any deed of trust that encumbers all or part of the Property and is recorded in the Official Records of San Francisco (the "**Deed of Trust**"). All rights in the Owner Property acquired by any party pursuant a Deed of Trust shall be subject to each and all of the covenants, conditions and restrictions set forth in this Declaration and to all rights of City hereunder. Any Lender that takes possession or acquires fee ownership of all or part of the Owner Property shall automatically assume Owner's obligations under this Declaration, the Maintenance License, and the Encroachment Permit for the period that Lender holds possession or fee ownership in the Owner Property. None of such covenants, conditions and restrictions is or shall be waived by City by reason of the giving of such Deed of Trust, except as specifically waived by City in writing.

4. Nature and Purpose of Covenants; Run with the Land. The requirements set forth in this Declaration are in consideration for City's agreement to allow the Owner to waive part of the Impact Fee that would otherwise apply to the construction and operation of the Development on the Owner Property and City's agreement to allow Owner to install the Right of Way Improvements on the Shared Public Way, and are for the burden of the Owner Property, the Owner, and each subsequent owner of the Owner Property (including any Lender or any other party that acquires any or all of the Property pursuant to foreclosure or a deed in lieu), and for the benefit of the City Open Space Property and the Shared Public Way; provided, however, that if the Owner Property is subdivided into condominiums, Owner's obligation under this Declaration shall be assumed by the homeowner's association established for such condominiums, rather than the individual owners of such condominiums. All of such covenants and restrictions are intended to be and are hereby declared to be covenants running with the land pursuant to California Civil Code Section 1460 *et seq.* Owner, and each future owner of the Owner Property, by accepting fee title to some or all of the Owner Property, agrees to be bound by and subject to all of the restrictions, covenants, and limitations set forth in this Declaration and to timely perform the obligations under this Declaration, the Maintenance License, the Encroachment Permit, and the Street Agreement during their respective successive periods of ownership; and therefore, the rights and obligations of Owner and any future fee owner of any portion of the Owner Property shall terminate upon transfer, expiration, or termination of its fee interest in the Owner Property, except that its liability

for any violations of the requirements or restrictions of this Declaration, or any acts or omissions during such ownership, shall survive any transfer, expiration or termination of its fee interest in the Owner Property.

5. Notice of Transfers. Except in the event of transferring fee ownership in a condominium that comprises a part of the Owner Property, prior to transferring fee ownership in all or any portion of the Owner Property to another party, Owner shall deliver a copy of the Maintenance License and the Encroachment Permit to the transferee party, and deliver written notice of the anticipated date of the transfer and the name and address for the transferee party to City at the following address, or any other address provided by City, by personal delivery, first class mail or certified mail, with a return receipt requested, or overnight courier, return receipt requested, with postage prepaid, addressed as follows:

City: Real Estate Division
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, California 94102
Attn: Director of Property
Re: Daggett Open Space

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

If the Owner Property is subdivided into condominiums, prior to recording the documents effecting such subdivision, Owner shall deliver a copy of the Maintenance License and the Encroachment Permit to the homeowner's association established through such subdivision, and deliver written notice of the anticipated date of the subdivision and the name and address for the homeowner's association to be established through such subdivision to City by personal delivery, first class mail or certified mail, with a return receipt requested, or overnight courier, return receipt requested, with postage prepaid.

Any notices delivered pursuant to this Section shall be deemed given three (3) days after the date it is deposited with the U.S. Mail if sent by first class or certified mail, one (1) business day following the date it is deposited with a reputable overnight courier with next business day delivery requested, or on the date personal delivery is made. Either party shall have the right to designate a new address for notices to be given to it under this Section at any time by delivering written notice of such new address at least ten (10) days prior to the effective date of such change to the other party.

6. Duration. Following the recordation of this Declaration in the Official Records of San Francisco County, this Declaration shall continue and remain in full force and effect at all times with respect to the Owner Property in perpetuity; provided, however, that if City delivers written

notice of its election to terminate Owner's maintenance obligations pursuant to Section 1 and Section 2 above, this Declaration shall terminate at the time specified in such written notice. City shall record evidence of any such termination in the Official Records of San Francisco County.

7. No Third Party Beneficiaries. City is the sole beneficiary of Owner's obligations under this Declaration. Nothing contained herein shall be deemed to be a gift or dedication to the general public or for any public purposes whatsoever, nor shall it give rights to any party other than the City, it being the intention that this Declaration be strictly limited to the parties expressly set forth above. Without limiting the foregoing, nothing herein creates a private right of action by any person or entity other than the City.

8. Release, Waiver and Indemnification. Neither the City nor any of its commissions, departments, boards, officers, agents or employees (collectively, the "**City Parties**") shall be liable for any breach of any of the terms of this Declaration, for the failure to monitor or enforce any of the terms of this Declaration, or for any matter relating to this Declaration, or the construction or maintenance of the Open Space Improvements or the Right of Way Improvements (collectively, the "**Released Matters**"). Owner and each future owner of any portion of the Owner Property, by accepting fee title to the Owner Property or any portion thereof, fully RELEASES, WAIVES AND DISCHARGES forever any and all claims against, and covenants not to sue, the City Parties for anything arising from or relating to the Released Matters. Owner acknowledges that the releases contained herein includes all known and unknown, direct and indirect, disclosed and undisclosed, and anticipated and unanticipated claims. In addition, Owner shall indemnify, defend, reimburse and hold the City Parties harmless from and against any and all claims relating to the performance of its obligations under this Declaration. The foregoing waiver, release and indemnification shall survive any expiration or termination of this Declaration.

9. Severability. Should the application of any provision of this Declaration to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Declaration shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Owner and City and shall be reformed to the extent necessary to make such provision valid and enforceable.

10. No Joint Venturers or Partnership; No Authorization. This Declaration does not create a partnership or joint venture between City and any Owner as to any activity conducted by an Owner in its performance of its obligations under this Declaration. No Owner shall be deemed a state actor with respect to any activity conducted by such Owner on, in, around or under the City Open Space Property or Shared Public Way pursuant to this Declaration.

11. Force Majeure. If Owner is delayed, interrupted or prevented from performing any of its obligations under this Declaration, excluding all obligations that may be satisfied by the payment of money or provision of materials within the control of such Party, and such delay, interruption or prevention is due to fire, natural disaster, act of God, civil insurrection, governmental act or failure to act, labor dispute, unavailability of materials or any cause outside such Party's reasonable control, then, provided written notice of such event and the effect on the Party's performance is given to the other Party within ten (10) business days of the occurrence of the event, the time for

performance of the affected obligations of that Party shall be extended for a period equivalent to the period of such delay, interruption or prevention, up to a maximum of sixty (60) days from the date of such event.

12. General Provisions. (a) This Declaration may be amended or modified only by a writing signed by the City and the Owner. (b) No waiver by Owner or by City of any of the provisions of this Declaration shall be effective unless in writing and signed by Owner or by City, and only to the extent expressly provided in such written waiver. No waiver shall be deemed a subsequent or continuing waiver of the same, or any other, provision of this Declaration. (c) The In Kind Agreement, this Declaration, and the Maintenance License contain the entire agreement between the parties as to the maintenance of the City Open Space Property and the Open Space Improvements by Owner, and all prior written or oral negotiations, discussions, understandings and agreements with respect to such maintenance are merged herein. (d) This Declaration, the Encroachment Permit, and the Street Agreement contain the entire agreement between the parties as to the maintenance of the Shared Public Way and the Right of Way Improvements by Owner, and all prior written or oral negotiations, discussions, understandings and agreements with respect to such maintenance are merged herein. (e) The section and other headings of this Declaration are for convenience of reference only and shall be disregarded in the interpretation of this Declaration. (f) Time is of the essence in each and every provision hereof. (g) This Declaration shall be governed by and construed in accordance with California law. (h) If City commences an action against Owner or a dispute arises under this Declaration, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs. For purposes hereof, reasonable attorneys' fees of the City shall be based on the fees regularly charged by private attorneys in San Francisco with comparable experience notwithstanding the City's use of its own attorneys. (i) If the Owner consists of more than one person, then the obligations of Owner shall be joint and several.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Declaration has been executed by Owner in favor of City, and acknowledged by City, as of the date first above written at San Francisco, California.

OWNER:

ARCHSTONE DAGGETT PLACE LLC, a Delaware limited liability company

By: EQR-WARWICK, L.L.C., a Delaware limited liability company, its sole member

By: ERP Operating Limited Partnership, an Illinois limited partnership, its managing member

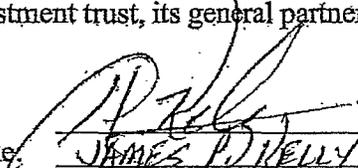
By: Equity Residential, a Maryland real estate investment trust, its general partner

By:

Name:

Its:

Date:



JAMES P. KELLY

FIRST V.P.

9/9/15

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
John Updike
Director of Property

By: _____
Mohammed Nuru
Director of Public Works

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

Legal Description of Owner Property

EXHIBIT B

Legal Description and Depiction of the City Open Space Property

EXHIBIT C

Maintenance Work

EXHIBIT D

Maintenance License Agreement

EXHIBIT F

MAJOR ENCROACHMENT PERMIT



Department of Public Works
Bureau of Street-Use and Mapping
1155 Market Street, 3rd Floor
San Francisco, CA 94103

NOTICE TO PROCEED

Date: 2/18/2016

This Notice to Proceed is to authorize the construction of various improvements within the public right-of-way as described in the Major Encroachment Permit approved by the San Francisco Board of Supervisors on September 29, 2015 through Ordinance no. 173-15.

Contractor: Roberts-Obayashi Corp.
Address: 20 Oak Court, Danville, CA 94526

Permit No.: 14ME-0021/15IE-0628
Description: To construct and improve Daggett Street for its entire length between 7th and 16th Streets per approved plans.
Sponsor: Equity Residential

Dear Sir/Madam,

You are hereby authorized to proceed with construction of the subject Major Encroachment Permit with the following conditions:

- All work shall be performed per all applicable national, state, and local safety standards.
- All excavation work shall be per applicable Public Works Codes and Orders (i.e. Article 2.4 Excavation in the Public Right-of-Way), and per Exhibit A attached.
- No excavation shall be performed prior to contacting Underground Service Alert (USA).
- Contact Public Works – Bureau of Street-Use & Mapping inspection a minimum of seventy-two (72) hours in advance of starting work, 415-554-7149.

Work shall commence upon the approval date of the Major Encroachment Permit or other applicable Street Use permit(s) previously issued .

Sincerely,

Jerry Sanguinetti
Bureau Manager

EXHIBIT A

STREET EXCAVATION REQUIREMENTS

1. The Contractor shall call Underground Service Alert (U.S.A.), telephone number 811, 48 hours prior to any excavation.
2. All work including sidewalk and pavement cutting and removal, lagging, excavation, backfill, and sidewalk and pavement restoration shall be done by a licensed paving contractor and in accordance with the requirements of the Standard Specifications of the Bureau of Engineering, Department of Public Works, July 1986 Edition and Department of Public Works Order No. 178,940 or the most current version of the Public Works Excavation and Restoration Order and approved set of plans.
3. Sidewalk and pavement restoration shall include the replacement of traffic lane and crosswalk striping, parking stall markings, and curb painting that might have been affected during street excavation. The Contractor shall contract or coordinate all required striping work with the San Francisco Municipal Transportation Agency (SFMTA), and all striping shall be in accordance with applicable Codes and Standards including but not limited to the Manual on Uniform Traffic Control Devices (MUTCD) and SFMTA regulations and standards.
4. Contractor shall make arrangements with the Street Improvement Section and/or Construction Management Section Inspectors, for an inspection schedule at least 72 hours in advance.
5. The Contractor shall conduct construction operations in accordance with the requirements of Article 900 Section 903(a) and (b) of the Traffic Code. The Contractor shall contact the SFMTA 7th Floor 1 South Van Ness Ave telephone (415) 701-4500, for specific restrictions before starting work.
6. The Contractor shall obtain the required permits, if any, from regulating agencies of the State of California.
7. The Contractor shall verify the locations of any City or public service utility company facilities that may be affected by the work authorized by this permit and shall assume all responsibility for any damage to such facilities. The Contractor shall make satisfactory arrangements and payments for any necessary temporary relocation of City or public utility company facilities.
8. Per DPW Order 178,806, the recycling of Cobble Stones and Granite Curb shall follow as:
 - a. Cobblestones shall be clean of dirt prior to transporting. Extreme care shall be taken during the transporting the cobblestones to minimize damage before delivery to City. The cobblestones shall be neatly and securely placed on pallets so they can be moved about safely after the delivery, The Minimum size of cobblestone shall be 4 inches square (16 square inches). The cobblestones shall be delivered, including off loading, to the lower lot at the Cesar Chavez Street Yard located at 2323 Cesar Chavez Street or at alternative location directed by the Department within the City of San Francisco. Contact the Department forty-eight hours (48 hours) prior to delivery. The Department can be

reached at (415) 644-2627. b. Granite Curb shall be neatly and securely placed on pallets so they can be moved about safely after delivery. The Contractor shall exercise care in transporting the granite curb to minimize damage. The length limit of recyclable granite curbs shall be no less than four (4) feet. The granite curb shall be delivered, including off loading, to the back lot at the Griffith Pump Station located at 1105 Thomas Street or at an alternative location directed by the Department within the City of San Francisco. Contact Bureau of Street and Sewer Repair (BSSR) at least forty-eight hours (48 hours) prior to delivery. BSSR can be reached at (415) 695-2087.

9. In consideration of this Permit being issued for the work described in the application, Contractor on its behalf and that of any successor or assignee, and on behalf of any lessee, promises and agrees to perform all the terms of this Permit and to comply with all applicable laws, ordinances and regulations.
10. Contractor agrees on its behalf and that of any successor or assign to hold harmless, defend, and indemnify the City and County of San Francisco, including, without limitation, each of its commissions, departments, officers, agents and employees (hereinafter collectively referred to as the "City") from and against any and all losses, liabilities, expenses, claims, demands, injuries, damages, fines, penalties, costs or judgments including, without limitation, attorneys' fees and costs (collectively, "claims") of any kind allegedly arising directly or indirectly from (i) any act by, omission by, or negligence of, Contractor or its subcontractors, or the officers, agents, or employees of either, while engaged in the performance of the work authorized by this Permit, or while in or about the property subject to this Permit for any reason connected in any way whatsoever with the performance of the work authorized by this Permit, or allegedly resulting directly or indirectly from the maintenance or installation of any equipment, facilities or structures authorized under this Permit, (ii) any accident or injury to any contractor or subcontractor, or any officer, agent, or employee of either of them, while engaged in the performance of the work authorized by this Permit, or while in or about the property, for any reason connected with the performance of the work authorized by this Permit, or arising from liens or claims for services rendered or labor or materials furnished in or for the performance of the work authorized by this Permit, (iii) injuries or damages to real or personal property, good will, and persons in, upon or in any way allegedly connected with the work authorized by this Permit from any cause or claims arising at any time, and (iv) any release or discharge, or threatened release or discharge, of any hazardous material caused or allowed by Contractor in, under, on or about the property subject to this Permit or into the environment. As used herein, "hazardous material" means any substance, waste or material which, because of its quantity, concentration of physical or chemical characteristics is deemed by any federal, state, or local governmental authority to pose a present or potential hazard to human health or safety or to the environment.
11. Contractor must hold harmless, indemnify and defend the City regardless of the alleged negligence of the City or any other party, except only for claims resulting directly from the sole negligence or willful misconduct of the City. Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City from any claim which actually or potentially falls within this indemnity provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by the City and continues at all times thereafter. Contractor agrees that the indemnification obligations assumed under this Permit shall survive expiration of the Permit or completion of work.
12. Contractor shall obtain and maintain through the terms of this Permit general liability, automobile liability or workers' compensation insurance as the City deems necessary to

protect the City against claims for damages for personal injury, accidental death and property damage allegedly arising from any work done under this Permit. Such insurance shall in no way limit Permittee's indemnity hereunder. Certificates of insurance, in form and with insurers satisfactory to the City, evidencing all coverages above shall be furnished to the City before commencing any operations under this Permit, with complete copies of policies furnished promptly upon City request.

13. The Contractor and any permitted successor or assign recognize and understand that this permit may create a possessory interest.
14. Separate permit is required for excavation of side sewers. Installation authorized only by Class "A" or "C-42" Licensed Contractor or "C-12" with "C-36" Licensed Contractor. Authorization requires the filing of a \$25,000 excavation bond to cover the cost of City inspection. Having obtained authorization to excavate in the roadway. The contractor shall obtain the proper permits and arrange for an inspection, for the section of pipe from the trap to the property, with the Plumbing Inspection Division at 1660 Mission Street, telephone (415) 558-6054.

EXHIBIT G

MAINTENANCE LICENSE AGREEMENT

MAINTENANCE LICENSE AGREEMENT
(Daggett Plaza, San Francisco)

THIS MAINTENANCE LICENSE AGREEMENT (this "Agreement"), dated for reference purposes only as of _____, 20__, is made by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City") and ARCHSTONE DAGGETT PLACE LLC, Delaware limited liability company ("Licensee").

RECITALS

A. City owns that certain improved real property commonly known as Daggett Plaza in San Francisco, California, as more particularly depicted and described in Schedule 1 attached hereto (as improved, the "City Property"), and Licensee owns that certain real property commonly known as 1000 16th Street in San Francisco, California, as more particularly depicted and described in Schedule 2 attached hereto (the "Licensee Property").

B. Pursuant to an Amended and Restated In Kind Agreement between Licensee and City, dated as of _____ ("In Kind Agreement"), and Street Improvement Permit No. 15IE-0628, issued by the City's Department of Public Works to Roberts-Obayashi Corporation (the "Street Improvement Permit"), Licensee installed certain improvements on the City Property that created a landscaped public open space with seating and other improvements (the "Open Space Improvements"), and Licensee granted ownership of the Open Space Improvements to City under a Gift Agreement between City and Licensee and dated _____, 2015.

C. Pursuant to the In Kind Agreement, Licensee agreed to maintain the City Property in perpetuity, as further set forth in that certain Declaration of Maintenance Covenants and Obligations with respect to the Licensee Property (the "Declaration"), to be recorded in the Official Records of San Francisco County on or before the Effective Date (as defined in Section 3.4).

D. City and Licensee wish to enter into this Agreement to provide for the terms and conditions for Licensee's performance of such maintenance activities on the City Property.

Now, therefore, in consideration of the foregoing and other good and valuable consideration, City and Licensee agree as follows:

AGREEMENT

1. LICENSE

City confers to Licensee a revocable, personal, non-exclusive and non-possessory privilege to enter upon and use the City Property for the limited purpose and subject to the terms, conditions and restrictions set forth below. This Agreement gives Licensee a license only, and notwithstanding anything to the contrary herein, this Agreement does not constitute a grant by City of any ownership, leasehold, easement or other property interest or estate whatsoever in the City Property, or any portion thereof. The privilege given to Licensee under this Agreement is effective only insofar as the rights of City in the City Property are concerned, and Licensee shall obtain any further permission necessary for its activities under this Agreement because of any other existing rights affecting the City Property.

2. USE OF CITY PROPERTY

Licensee may enter and use the City Property for the sole purpose of performing the maintenance, repair, and replacement activities set forth in the attached Schedule 3 and otherwise

described in this Agreement (the "Permitted Activities"), as such maintenance, repair, and replacement activities be modified by any amendment to this Agreement executed by City and Licensee, and for no other purpose whatsoever.

3. CONDITIONS OF ENTRY AND USE

Licensee shall comply, and cause its Agents (as defined in Section 16 below), to comply with each of the following requirements in its performance of the Permitted Activities.

3.1 Permits and Approvals

Licensee shall obtain any permits, licenses or approvals of any regulatory agencies ("Regulatory Permits") required to commence and complete any of the Permitted Activities that requires such Regulatory Permits. Promptly upon receipt of any such Regulatory Permits, Licensee shall deliver copies of them to City. Licensee recognizes and agrees that no approval by City under this Agreement for purposes of the Permitted Activities shall be deemed to constitute the grant of any Regulatory Approvals needed for the Permitted Activities, and nothing herein shall limit Licensee's obligation to obtain all such Regulatory Approvals, at Licensee's sole cost.

3.2 Exercise of Due Care

Licensee shall use due care at all times to avoid any damage or harm to the City Property or any improvements or property located thereon, and take such soil and resource conservation and protection measures with the City Property as are required by applicable laws and as City may reasonably request in writing. Licensee shall not perform any excavation work without City's prior written approval. Under no circumstances shall Licensee damage, harm or take any rare, threatened or endangered species on or about the City Property. While on the City Property to perform the Permitted Activities, Licensee shall do everything reasonably within its power to prevent and suppress fires on and adjacent to the City Property attributable to such entry.

3.3 Cooperation with City Personnel

Licensee shall work closely with City personnel to avoid unreasonable disruption (even if temporary) of the improvements and property in, under, on or about the City Property and City and public uses of the City Property.

3.4 Work Schedule

No less than fifteen (15) business days prior to the date (the "Effective Date") that Licensee has satisfactorily completed, and City has accepted, the Open Space Improvements pursuant to the In Kind Agreement and the Street Improvement Permit, Licensee shall deliver written notice of its proposed schedule of performance for the Permitted Activities to City. If City objects to the proposed schedule, Licensee shall work in good faith with City to reach a mutually agreeable schedule of performance prior to entering the City Property for such activity. Licensee shall complete the activities described in such schedule within the periods specified in such schedule, subject to unavoidable delays. If Licensee wishes to modify the City-approved schedule for the performance of the Permitted Activities, Licensee shall deliver written notice of its proposed change in the schedule to City no less than fifteen (15) business days prior to commencing the modified schedule. If City objects to the proposed schedule changes, Licensee shall work in good faith with City to reach a mutually agreeable schedule of performance prior to modifying the schedule. For purposes of this Section, "unavoidable delays" shall mean any delays by reason of acts of God, accidents, breakage, repairs, strikes, lockouts, other labor disputes, inability to obtain labor or materials, enemy action, civil commotion, protests, riots, demonstrations, federal or state governmental restrictions, or by any other reason beyond the reasonable control of Licensee.

3.5 Restoration of City Property

Immediately following completion of any of the Permitted Activities permitted hereunder, Licensee shall remove all debris and any excess dirt and restore the City Property to its condition immediately prior to Licensee's commencement of such Permitted Activity to the satisfaction of City.

3.6 Revocability or Suspension

Licensee acknowledges and agrees that the obligation that the owner(s) of the Licensee Property have to perform the Permitted Activities shall continue in perpetuity pursuant to the Declaration, however City reserves the right to revoke or suspend, in its sole and absolute discretion, this Agreement pursuant to the terms hereof or any of City's other rights hereunder. City shall deliver no less than twenty (20) business day's prior written notice of any such revocation or suspension to Licensee.

3.7 Green Maintenance Requirements

In performing any Permitted Activities that require cleaning materials or tools, Licensee shall use cleaning materials or tools selected from the Approved Alternatives List created by City under San Francisco Environmental Code, Chapter 2, or any other material or tool approved by City's Director of Property. Licensee shall properly dispose of such cleaning materials or tools.

4. RESTRICTIONS ON USE

Licensee agrees that, by way of example only and without limitation, the following uses of the City Property by Licensee or any other person claiming by or through Licensee are inconsistent with the limited purpose of this Agreement and are strictly prohibited as provided below:

4.1 Improvements

Licensee shall not make, construct or place any temporary or permanent alterations, installations, additions, or improvements on the City Property, structural or otherwise (each, a "Proposed Improvement"), nor alter any existing structures or improvements on the City Property (each, a "Proposed Alteration"), without City's prior written consent in each instance. City shall have a period of thirty (30) days from receipt of request for approval of a Proposed Improvement or Proposed Alteration to review and approve or deny such request for approval. Should City fail to respond to such request within said thirty (30) day period, Licensee's Proposed Improvement or Proposed Alteration shall be deemed to be not approved. In requesting City's approval of a Proposed Improvement or a Proposed Alteration, Licensee acknowledges that City's approval of such Proposed Improvement or Proposed Alteration may be conditioned on Licensee's compliance with specific installation requirements and Licensee's performance of specific on-going maintenance thereof or other affected City Property. If Licensee does not agree with City's installation or maintenance requirements for any Proposed Improvement or a Proposed Alteration, Licensee shall not perform the Proposed Improvement or a Proposed Alteration. If Licensee agrees with City's installation or maintenance requirements for any Proposed Improvement or a Proposed Alteration, prior to Licensee's commencement of such Proposed Improvement or Proposed Alteration, Licensee and City shall enter into a written amendment to this Agreement that modifies the Permitted Activities to include such requirements. Prior approval from City shall not be required for any repairs and replacements made pursuant to and in accordance with the Permitted Activities.

If Licensee performs any City-approved Proposed Improvement or a Proposed Alteration, Licensee shall comply with all of the applicable terms and conditions of this Agreement, including, but not limited to, the requirements in Section 8 below.

4.2 Dumping

Licensee shall not dump or dispose of refuse or other unsightly materials on, in, under or about the City Property.

4.3 Hazardous Material

Licensee shall not cause, nor shall Licensee allow any of its Agents (as defined in Section 16 below) to cause, any Hazardous Material (as defined below) to be brought upon, kept, used, stored, generated or disposed of in, on or about the City Property, or transported to or from the City Property. Licensee shall immediately notify City if Licensee learns of, or has reason to believe that, a release of Hazardous Material has occurred in, on or about the City Property. In the event Licensee or its Agents cause a release of Hazardous Material in, on or about the City Property, Licensee shall, without cost to City and in accordance with all laws and regulations, (i) comply with all laws requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary to mitigate the release or minimize the spread of contamination and (ii) return the City Property to the condition it was in immediately prior to the release. In connection therewith, Licensee shall afford City a full opportunity to participate in any discussion with governmental agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Material. For purposes hereof, "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 City Property or are naturally occurring substances in the City Property, 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 City Property.

Notwithstanding anything herein to the contrary, Licensee shall have no liability whatsoever (including, without limitation, the costs of any investigation, any required or necessary repair, replacement, remediation, cleanup or detoxification, or preparation and implementation of any closure, monitoring or other required plans) with respect to any release or threatened release of any Hazardous Material on, in, under or about the City Property to the extent such release or threatened release is not caused by Licensee or its Agents. Licensee shall not be listed or identified as the generator or responsible party of any waste required to be removed from the City Property, and will not sign any manifests or similar environmental documentation, with respect to any Environmental Condition (as hereinafter defined). "Environmental Condition" shall mean any adverse condition relating to the release or discharge of any Hazardous Materials on, in, under or about the City Property by any party other than Licensee or its Agents.

4.4 Nuisances

Licensee shall not conduct any activities on or about the City Property that constitute waste, nuisance or unreasonable annoyance (including, without limitation, emission of objectionable odors, noises or lights) to City, to the owners or occupants of neighboring property or to the public. The parties hereby acknowledge that customary use of landscaping and similar equipment (such as lawn mowers, clippers, hedge trimmers, leaf blowers, etc.) that would typically be used to

perform the Permitted Activities shall not be considered a nuisance under this Section 4.4 if they are used in compliance with all applicable laws.

4.5 . Damage

Licensee shall use due care at all times to avoid causing damage to any of the City Property or any of City's property thereon, including the metal bear sculpture ("Sculpture"). Except for the Sculpture, if any of the Permitted Activities or Licensee's other activities at the City Property causes such damage, Licensee shall restore such damaged City Property or City property to the condition it was in prior to the commencement of such Licensee activity. If any of the Permitted Activities or Licensee's other activities at the City Property causes damage to the Sculpture, Licensee shall notify City and shall reimburse City for its costs to restore such damaged portions of the Sculpture to the condition it was in prior to the commencement of such Licensee activity.

4.6 Sculpture

Licensee acknowledges that the Sculpture is a work of art comprised of painted steel, brass inlay, and repurposed granite curbstone and created by Adriane Colburn for City. Licensee shall not perform any work or other activities on the Sculpture, provided that Licensee may perform the following maintenance work on the Sculpture:

(a) If there is any graffiti on the Sculpture, Licensee may remove (but is not obligated to remove) such graffiti with Sosafe, a graffiti removal gel that is applied to the graffiti and removed with rags, or any other material or method approved in advance and in writing by the City's San Francisco Arts Commission.

(b) Licensee may power wash (but is not obligated to power wash) the curbstone elements of the Sculpture as long as Licensee sufficiently protects the metal elements of the Sculpture to avoid any damage to their ultraviolet or anti-graffiti coatings.

(c) Licensee may wipe (but is not obligated to wipe) the Sculpture with damp rags as needed to maintain the Sculpture in a clean and neat condition.

5. TERM OF PERMIT; REVOCABILITY

The privilege given to Licensee pursuant to this Agreement shall commence on the Effective Date and shall continue in perpetuity, unless sooner terminated pursuant to the terms hereof. Without limiting any of its rights hereunder, City may at its sole option freely revoke this Agreement at any time, without cause and without any obligation to pay any consideration to Licensee.

6. INSURANCE

(a) Licensee shall procure and keep in effect at all times during the term of this Agreement, at Licensee's expense, and cause its contractors and subcontractors to maintain at all times, during Licensee's or its contractors performance of any of the Permitted Activities on the City Property, insurance as follows:

(i) General Liability Insurance written on an Insurance Services Office (ISO) Coverage form CG 00 01 or another form providing equivalent coverage with limits not less than Two Million Dollars (\$2,000,000) each occurrence for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Independent Licensees, and Broadform Property Damage;

(ii) Automobile Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired automobiles, as applicable for any vehicles brought onto City Property; and

(iii) Workers' Compensation Insurance with Employer's Liability Coverage with limits of not less than One Million Dollars (\$1,000,000) each accident.

(b) All liability policies required hereunder shall provide for the following: (i) name as additional insureds the City and County of San Francisco, its officers, agents and employees; and (ii) specify that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Agreement. Limits may be provided through a combination of primary and excess insurance policies. Such policies shall also provide for severability of interests and that an act or omission of one of the named insureds which would void or otherwise reduce coverage shall not reduce or void the coverage as to any insured, and shall afford coverage for all claims based on acts, omissions, injury or damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period.

(c) All insurance policies required to be maintained by Licensee hereunder shall be endorsed to provide for thirty (30) days' prior written notice of cancellation for any reason, non-renewal or reduction in coverage, except for ten (10) days' notice for cancellation due to non-payment of premium, to both Licensee and City. Licensee agrees to provide any such notice in the event insurers do not agree to provide such notice. Notice to City shall be mailed to the address(es) for City set forth in Section 30 below.

(d) Prior to the Effective Date, Licensee shall deliver to City certificates of insurance and additional insured policy endorsements from insurers in a form reasonably satisfactory to City, evidencing the coverages required hereunder. Licensee shall furnish complete copies of the policies upon written request from City's Risk Manager. In the event Licensee shall fail to procure such insurance, or to deliver such certificates or policies (following written request), City shall provide notice to Licensee of such failure and if Licensee has not procured such insurance or delivered such certificates within five (5) days following such notice, City may procure, at its option, the same for the account of Licensee, and the cost thereof shall be paid to City within five (5) days after delivery to Licensee of bills therefor.

(e) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general aggregate limit shall double the occurrence or claims limits specified above.

(f) Should any of the required insurance be provided under a claims made form, Licensee shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the expiration of this Agreement, to the effect that, should any occurrences during the term of this Agreement give rise to claims made after expiration of this Agreement, such claims shall be covered by such claims-made policies.

(g) Upon City's request, Licensee and City shall periodically review the limits and types of insurance carried pursuant to this Section. If the general commercial practice in the City and County of San Francisco is to carry liability insurance in an amount or coverage materially greater than the amount or coverage then being carried by Licensee for risks comparable to those associated with the City Property, then City in its sole discretion may require Licensee to increase the amounts or coverage carried by Licensee hereunder to conform to such general commercial practice.

(h) Licensee's compliance with the provisions of this Section shall in no way relieve or decrease Licensee's indemnification obligations under this Agreement or any of Licensee's other obligations hereunder. Licensee shall be responsible, at its expense, for separately insuring Licensee's personal property.

7. SECURITY FOR PERFORMANCE

If Licensee fails to timely comply with its obligations under this Agreement at any time, City may demand by written notice to Licensee (the "Default Notice") that the violation be cured. An "Uncured Default" shall mean Licensee's failure to timely cure any violation specified in a Default Notice within thirty (30) days after receipt of the Default Notice, or if such default is of a kind which cannot reasonably be cured within thirty (30) days, Licensee's failure to commence to cure such violation within such thirty (30) day period and to diligently thereafter prosecute such cure to completion. If there is an Uncured Default, then within five (5) business days of City's request, Licensee shall deposit with City the sum of \$100,000 (the "Security Deposit") to secure Licensee's faithful performance of all terms and conditions of this Agreement, including, without limitation, its obligation to maintain the City Property in the condition required by this Agreement. Such Security Deposit shall be in the form of cash. If Licensee delivers the Security Deposit to City pursuant to the foregoing sentence, City shall have the right to require Licensee to proportionately increase the amount of the Security Deposit by an amount that reflects the increase in the Consumer Price Index Urban Wage Earners and Clerical Workers (base years 1982-1984 = 100) for San Francisco-Oakland-San Jose area published by the United States Department of Labor, Bureau of Labor Statistics ("Index") published most immediately preceding the date the amount of the Security Deposit was established and the Index published most immediately preceding the date City delivers written notice of the increase in the Security Deposit. The amount of the Security Deposit shall not limit Licensee's obligations under this Agreement.

Licensee agrees that City may (but shall not be required to) apply the Security Deposit in whole or in part to remedy any damage to the City Property caused by Licensee, its Agents or Invitees, or any failure of Licensee to perform any other terms, covenants or conditions contained herein (including, but not limited to, the payment of any sum due to City hereunder either before or after a default), without waiving any of City's other rights and remedies hereunder or at law or in equity and without any obligation. Licensee waives the provisions of Section 1950.7 of the California Civil Code or any similar law, statute or ordinance now or hereafter in effect that limit the use of a security deposit to remedy defaults in the payment of rent, to repair damages caused by a tenant, or to clean premises on the termination of a tenancy if additional uses for the security deposit are not specified, and agrees that City may retain any portion of Security Deposit reasonably necessary to compensate City for its costs to perform any of the Permitted Activities in the event of an Uncured Default and for any foreseeable or unforeseeable loss or damage caused to the City Property by the acts or omissions of Licensee or its Agents under this Agreement. Within the thirty (30) day period immediately following the termination of this Agreement, City's Director of Property shall submit a check request to City's Controller's Office to have the unapplied portion of the Security Deposit delivered to Licensee.

Should City use any portion of the Security Deposit to cure any Uncured Default, Licensee shall immediately replenish the Security Deposit to the original amount. City's obligations with respect to the Security Deposit are solely that of debtor and not trustee. City shall not be required to keep the Security Deposit separate from its general funds, and Licensee shall not be entitled to interest on the Security Deposit. The amount of the Security Deposit shall in no way limit the liabilities of Licensee under any provision of this Agreement. Upon the City's revocation or termination of this Agreement, City shall return any unapplied portion of the Security Deposit to Licensee.

In lieu of such Security Deposit, Licensee may deliver to City a clean irrevocable letter of credit issued by a financial institution acceptable to the Director of Property and in form approved

by the City Attorney. Licensee shall keep such letter of credit, at its expense, in full force and effect until the thirtieth (30th) day after the City's revocation or termination of this Agreement, to insure the faithful performance by Licensee of all of the covenants, terms and conditions of this Agreement. Upon such revocation or termination of this Agreement, if the letter of credit has not been drawn by City to cure any Uncured Default, the letter of credit shall be returned to Licensee within the thirty (30) day period immediately following the termination of this Agreement. Such letter of credit shall provide thirty (30) days' prior written notice to City of cancellation or material change thereof. If the letter of credit has been drawn at the time of the revocation or termination of this Agreement, within the thirty (30) day period immediately following the termination of this Agreement, City's Director of Property shall submit a check request to City's Controller's Office to have the unapplied portion of the drawn letter of credit delivered to Licensee.

8. COMPLIANCE WITH LAWS

Licensee shall, at its expense, conduct and cause to be conducted all activities on the City Property allowed hereunder in a safe and prudent manner and in compliance with all laws, regulations, codes, ordinances and orders of any governmental or other regulatory entity (including, without limitation, the Americans with Disabilities Act and any other disability access laws), whether presently in effect or subsequently adopted and whether or not in the contemplation of the parties. Licensee shall, at its sole expense, procure and maintain in force at all times during its use of the City Property any and all business and other licenses or approvals necessary to conduct the Permitted Activities. Licensee understands and agrees that City is entering into this Agreement in its capacity as a property owner with a proprietary interest in the City Property and not as a regulatory agency with police powers. Nothing herein shall limit in any way Licensee's obligation to obtain any required regulatory approvals from City departments, boards or commissions or other governmental regulatory authorities or limit in any way City's exercise of its police powers. At City's written request, Licensee shall deliver written evidence of any such regulatory approvals Licensee is required to obtain for any of the Permitted Activities.

9. COVENANT TO MAINTAIN CITY PROPERTY

During any entry on the City Property to perform any of the Permitted Activities, Licensee shall, at all times and at its sole cost, perform the Permitted Activities in a manner that maintains the City Property in a good, clean, safe, secure, sanitary and sightly condition.

10. WAIVER OF CLAIMS

(a) Neither City nor any of its commissions, departments, boards, officers, agents or employees shall be liable for any damage to the property of Licensee, its Agents, or the employees of any of its Agents, for any bodily injury or death to such persons, resulting or arising from the condition of the City Property or its use by Licensee or any of its Agents.

(b) Licensee acknowledges that this Agreement is freely revocable by City and in view of such fact, Licensee expressly assumes the risk of making any expenditures in connection with this Agreement, even if such expenditures are substantial. Without limiting any indemnification obligations of Licensee or other waivers contained in this Agreement and as a material part of the consideration for this Agreement, Licensee fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, City, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, under any present or future laws, statutes, or regulations, including, but not limited to, any claims for inverse condemnation or the payment of just compensation under the law of eminent domain, or otherwise at equity, in the event that City exercises its right to revoke or terminate this Agreement.

(c) Licensee acknowledges that it will not be a displaced person of the City Property at the time this Agreement is terminated or revoked or expires by its own terms, and Licensee fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, City, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, under any present or future laws, statutes, or regulations with respect to the termination of Licensee's license to enter and use the City Property, including, without limitation, any and all claims for relocation benefits or assistance from City under federal and state relocation assistance laws arising from the revocation or termination of this Agreement.

(d) In connection with the foregoing releases, Licensee acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Licensee acknowledges that the releases contained herein includes all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Licensee realizes and acknowledges that it has agreed upon this Agreement in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect. The releases contained herein shall survive any termination of this Agreement.

11. REPAIR OF DAMAGE

If any portion of the City Property or any property of City located on or about the City Property is damaged by any of the activities conducted by Licensee hereunder, Licensee shall immediately, at its sole cost, repair any and all such damage and restore the City Property or property to its previous condition.

12. SIGNS

Licensee shall not place, erect or maintain any sign, advertisement, banner or similar object on or about the City Property without City's written prior consent, which City may give or withhold in its sole discretion; provided, however, that Licensee may install any temporary sign that is reasonably necessary to protect public health or safety during the performance of a Permitted Activity.

13. UTILITIES

City has no responsibility or liability of any kind with respect to any utilities that may be on, in or under the City Property. Licensee has the sole responsibility to locate such utilities and protect them from damage. Licensee shall arrange and pay for any necessary temporary relocation of City and public utility company facilities, subject to the prior written approval by City and any such utility companies of any such relocation. Licensee shall be solely responsible for arranging and paying directly for any utilities or services necessary for its activities hereunder.

14. CITY'S RIGHT TO CURE DEFAULTS BY LICENSEE

If Licensee fails to perform any of its obligations under this Agreement, to restore the City Property or repair damage, or if Licensee defaults in the performance of any of its other obligations under this Agreement, then City may issue a Default Notice demanding that the violation be cured. If Licensee does not cure the violation within thirty (30) days after receipt of the Default Notice,

or if such default is of a kind which cannot reasonably be cured within thirty (30) days, and Licensee does not within such thirty (30) day period commence to cure such default and diligently thereafter prosecute such cure to completion, then City may, at its sole option, remedy such failure for Licensee's account and at Licensee's expense by providing Licensee with three (3) days' prior written or oral notice of City's intention to cure such default (except that no such prior notice shall be required in the event of an emergency as determined by City). Such action by City shall not be construed as a waiver of any rights or remedies of City under this Agreement, and nothing herein shall imply any duty of City to do any act that Licensee is obligated to perform. Licensee shall pay to City upon demand, all costs, damages, expenses or liabilities incurred by City, including, without limitation, reasonable attorneys' fees, in remedying or attempting to remedy such default. Licensee's obligations under this Section shall survive the termination of this Agreement.

15. NO COSTS TO CITY

Licensee shall bear all costs or expenses of any kind or nature in connection with its use of the City Property pursuant to this Agreement, and shall keep the City Property free and clear of any liens or claims of lien arising out of or in any way connected with its use of the City Property pursuant to this Agreement.

16. INDEMNITY

Licensee shall indemnify, defend and hold harmless City, its officers, agents, employees and contractors, and each of them, from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind (collectively, "Losses"), arising in any manner out of (a) any injury to or death of any person or damage to or destruction of any property occurring in, on or about the City Property, or any part thereof, whether the person or property of Licensee, its officers, agents, employees, contractors or subcontractors (collectively, "Agents"), its invitees, guests or business visitors (collectively, "Invitees"), or third persons, relating in any manner to any use or activity by Licensee or its Agents under this Agreement, (b) any failure by Licensee to faithfully observe or perform any of the terms, covenants or conditions of this Agreement, (c) the use of the City Property or any activities conducted thereon by Licensee or its Agents under this Agreement, or (d) any release or discharge, or threatened release or discharge, of any Hazardous Material caused by Licensee, or its Agents, on, in, under or about the City Property, any improvements permitted thereon, or into the environment; except solely to the extent of Losses resulting directly from the gross negligence or willful misconduct of City or City's authorized representatives. The foregoing indemnity shall include, without limitation, reasonable attorneys' and consultants' fees, investigation and remediation costs and all other reasonable costs and expenses incurred by the indemnified parties, including, without limitation, damages for decrease in the value of the City Property and claims for damages or decreases in the value of adjoining property. Licensee specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Licensee by City and continues at all times thereafter. Licensee's obligations under this Section shall survive the expiration or other termination of this Agreement.

17. "AS IS" CONDITION OF CITY PROPERTY; DISABILITY ACCESS; DISCLAIMER OF REPRESENTATIONS

Licensee acknowledges and agrees that Licensee installed the In-Kind Improvements (as defined in the In-Kind Agreement) and has full knowledge of the condition of the In-Kind Improvements and the physical condition of the City Property. Licensee accepts the City Property in its "AS IS" condition, without representation or warranty of any kind by City, its officers, agents or employees, including, without limitation, the suitability, safety, or duration of availability of the City Property or any facilities on the City Property for Licensee's performance of the Permitted

Activities. Without limiting the foregoing, this Agreement is made subject to all applicable laws, rules and ordinances governing the use of the City Property, and to any and all covenants, conditions, restrictions, easements, encumbrances, claims of title and other title matters affecting the City Property, whether foreseen or unforeseen, and whether such matters are of record or would be disclosed by an accurate inspection or survey. It is Licensee's sole obligation to conduct an independent investigation of the City Property and all matters relating to its use of the City Property hereunder, including, without limitation, the suitability of the City Property for such uses. Licensee, at its own expense, shall obtain such permission or other approvals from any third parties with existing rights as may be necessary for Licensee to make use of the City Property in the manner contemplated hereby.

Under California Civil Code Section 1938, to the extent applicable to this Agreement, Licensee is hereby advised that the City Property has not undergone inspection by a Certified Access Specialist ("CAS") to determine whether it meets all applicable construction-related accessibility requirements.

18. NO ASSIGNMENT; FUTURE LICENSEE PROPERTY OWNERS

This Agreement is personal to Licensee and shall bind Licensee and all future fee owners of all or any portion of the Licensee Property, with each party acquiring fee ownership of any or all of the Licensee Property being deemed to have assumed the Licensee obligations under this Agreement at the time of such acquisition of fee ownership; provided, however, that if any or all of the Licensee Property is converted into condominiums, the obligations of Licensee under this Agreement shall be those of the homeowners association established for such condominiums, rather than of the individual owners of such condominiums. This Agreement shall be the obligation of Licensee and each future fee owner of all or any of the Licensee Property, and may not be assigned, conveyed or otherwise transferred to any party under any circumstances. Any attempt to assign, convey or otherwise transfer this Agreement to any party that does not own all or part of the Licensee Property shall be null and void. It is intended that this Agreement binds Licensee and all future fee owners of all or any of the Licensee Property only during their respective successive periods of ownership; and therefore, the rights and obligations of any Licensee or its respective successors and assignees under this Agreement shall terminate upon transfer, expiration, or termination of its interest in the Licensee Property, except that its liability for any violations of the requirements or restrictions of this Agreement, or any acts or omissions during such ownership, shall survive any transfer, expiration or termination of its interest in the Licensee Property.

19. NO JOINT VENTURES OR PARTNERSHIP; NO AUTHORIZATION

This Agreement does not create a partnership or joint venture between City and Licensee as to any activity conducted by Licensee on, in or relating to the City Property. Licensee is not a State actor with respect to any activity conducted by Licensee on, in, or under the City Property. The giving of this Agreement by City does not constitute authorization or approval by City of any activity conducted by Licensee on, in or relating to the City Property.

20. MACBRIDE PRINCIPLES - NORTHERN IRELAND

The City and County of San Francisco urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1 et seq. The City and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Licensee acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

21. NON-DISCRIMINATION

In the performance of this Agreement, Licensee agrees not to discriminate against any employee of, any City employee working with Licensee, or applicant for employment with Licensee, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

22. TROPICAL HARDWOODS AND VIRGIN REDWOOD BAN

The City and County of San Francisco urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product, except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code. Licensee agrees that, except as permitted by the application of Sections 802(b) and 803(b), Licensee shall not use or incorporate any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product in the performance of this Agreement.

23. NOTIFICATION OF LIMITATIONS ON CONTRIBUTIONS

Through its execution of this Agreement, Licensee acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the selling or leasing of any land or building to or from the City whenever such transaction would require the approval by a City elective officer, the board on which that City elective officer serves, or a board on which an appointee of that individual serves, from making any campaign contribution to (1) the City elective officer, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Licensee acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Licensee further acknowledges that the prohibition on contributions applies to each Licensee; each member of Licensee's board of directors, and Licensee's chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than twenty percent (20%) in Licensee; any subcontractor listed in the contract; and any committee that is sponsored or controlled by Licensee. Additionally, Licensee acknowledges that Licensee must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Licensee further agrees to provide to City the names of each person, entity or committee described above.

24. POSSESSORY INTEREST TAXES

Licensee recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on such interest under applicable law. Subject to the immediately following paragraph, Licensee agrees to pay taxes of any kind, including any possessory interest tax, if any, that may be lawfully assessed on Licensee's interest under this Agreement or use of the City Property pursuant hereto and to pay any other taxes, excises, licenses, permit charges or assessments based on Licensee's usage of the City Property that may be imposed upon Licensee by applicable law (collectively, a "Possessory Interest Tax"). Subject to the immediately following paragraph, Licensee shall pay all of such charges when they become due and payable and before delinquency.

The parties hereto hereby acknowledge that the City Property will be a public open space during the term of this Agreement and Licensee's use of the City Property pursuant to this Agreement is intended to be non-exclusive and non-possessory.

Based on the unusual circumstances related to the negotiation and execution of this Agreement, if City's Assessor determines this Agreement creates a Possessory Interest Tax, Licensee may, in its sole discretion, either pay such Possessory Interest Tax or, within thirty (30) days following such City Assessor determination, request, in writing, that City pay such Possessory Interest Tax (a "Payment Request"). If City's Director of Property does not notify Licensee in writing of City's agreement to pay such Possessory Interest Tax within sixty (60) days of receiving a Payment Request (a "Payment Determination Period"), then Licensee shall have the right to terminate this Agreement by delivering written notice of such termination to City within fifteen (15) days following the expiration of the Payment Determination Period.

25. PESTICIDE PROHIBITION

Licensee shall comply with the provisions of Section 308 of Chapter 3 of the San Francisco Environment Code (the "Pesticide Ordinance") which (a) prohibit the use of certain pesticides on City property, (b) require the posting of certain notices and the maintenance of certain records regarding pesticide usage and (c) require Licensee to submit to the Real Estate Division of the Department of the City Administrator an integrated pest management ("IPM") plan that (i) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Licensee may need to apply to the City Property during the term of this Agreement, (ii) describes the steps Licensee will take to meet the City's IPM Policy described in Section 300 of the Pesticide Ordinance and (iii) identifies, by name, title, address and telephone number, an individual to act as the Licensee's primary IPM contact person with the City. In addition, Licensee shall comply with the requirements of Sections 303(a) and 303(b) of the Pesticide Ordinance. Nothing herein shall prevent Licensee, through the City's Director of Property, from seeking a determination from the Commission on the Environment that it is exempt from complying with certain portions of the Pesticide Ordinance as provided in Section 307 thereof.

26. PROHIBITION OF TOBACCO SALES AND ADVERTISING

Licensee acknowledges and agrees that no sale or advertising of cigarettes or tobacco products is allowed on the City Property. This advertising prohibition includes the placement of the name of a company producing, selling or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This advertising prohibition does not apply to any advertisement sponsored by a state, local, nonprofit or other entity designed to (a) communicate the health hazards of cigarettes and tobacco products, or (b) encourage people not to smoke or to stop smoking.

27. PROHIBITION OF ALCOHOLIC BEVERAGE ADVERTISING

Licensee acknowledges and agrees that no advertising of alcoholic beverages is allowed on the City Property. For purposes of this Section, "alcoholic beverage" shall be defined as set forth in California Business and Professions Code Section 23004, and shall not include cleaning solutions, medical supplies and other products and substances not intended for drinking. This advertising prohibition includes the placement of the name of a company producing, selling or distributing alcoholic beverages or the name of any alcoholic beverage in any promotion of any event or product. This advertising prohibition does not apply to any advertisement sponsored by a state, local, nonprofit or other entity designed to (a) communicate the health hazards of alcoholic beverages, (b) encourage people not to drink alcohol or to stop drinking alcohol, or (c) provide or publicize drug or alcohol treatment or rehabilitation services.

28. CONFLICTS OF INTEREST

Through its execution of this Agreement, Licensee acknowledges that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Sections 87100 et seq. and Sections 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which would constitute a violation of said provision, and agrees that if Licensee becomes aware of any such fact during the term of this Agreement, Licensee shall immediately notify the City.

29. FOOD SERVICE WASTE REDUCTION

Licensee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in the San Francisco Environment Code, Chapter 16, including the remedies provided therein, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth herein. This provision is a material term of this Agreement. By entering into this Agreement, Licensee agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine. Without limiting City's other rights and remedies, Licensee agrees that the sum of One Hundred Dollars (\$100.00) liquidated damages for the first breach, Two Hundred Dollars (\$200.00) liquidated damages for the second breach in the same year, and Five Hundred Dollars (\$500.00) liquidated damages for subsequent breaches in the same year is a reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amounts shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Licensee's failure to comply with this provision.

30. NOTICES

Except as otherwise expressly provided herein, any notices given or requests made under this Agreement shall be effective only if in writing and given by delivering the notice in person, by sending it first class mail or certified mail, with a return receipt requested, or overnight courier, return receipt requested, with postage prepaid, addressed as follows:

City: Real Estate Division
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, California 94102
Attn: Director of Property
Re: Daggett Plaza

Licensee: c/o Equity Residential
333 Third Street, Suite 210
San Francisco, CA 94107
Attn: Jim Kelly

With a Copy to:

Equity Residential
Two North Riverside Plaza, Suite 400
Chicago, Illinois 60606
Attn: General Counsel

Notices herein shall be deemed given two (2) days after the date when it shall have been mailed if sent by first class, certified or overnight courier, or upon the date personal delivery is

made. Either party may change the address shall have the right to designate a new address for notices to be given to it under this Section at any time by delivering written notice of such new address to the other party at least ten (10) days prior to the effective date of such change.

31. SEVERABILITY

If any provision of this Agreement or the application thereof to any person, entity or circumstance shall be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law, except to the extent that enforcement of this Agreement without the invalidated provision would be unreasonable or inequitable under all the circumstances or would frustrate a fundamental purpose of this Agreement.

32. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

33. COOPERATIVE DRAFTING

This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have this Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

34. GENERAL PROVISIONS

(a) This Agreement may be amended or modified only by a writing signed by City and Licensee; provided that City shall have the right to terminate or revoke this Agreement by providing written notice of such termination or revocation to Licensee (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) All approvals and determinations of City requested, required or permitted hereunder may be made in the sole and absolute discretion of the Director of Property or other authorized City official. (d) This instrument (including the schedules hereto), the Declaration, and the In-Kind Agreement contain the entire agreement between the parties and all prior written or oral negotiations, discussions, understandings and agreements are merged herein. (e) The section and other headings of this Agreement are for convenience of reference only and shall be disregarded in the interpretation of this Agreement. (f) Time is of the essence. (g) This Agreement shall be governed by California law and the City's Charter. (h) If either party commences an action against the other or a dispute arises under this Agreement, the prevailing party shall be entitled to recover from the other reasonable attorneys' fees and costs. For purposes hereof, reasonable attorneys' fees of City shall be based on the fees regularly charged by private attorneys in San Francisco with comparable experience. (i) If Licensee consists of more than one person then the obligations of each person shall be joint and several. (j) Licensee may not record this Agreement or any memorandum hereof against the City Property. (k) Subject to the prohibition against assignments or other transfers by Licensee hereunder, this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns.

[SIGNATURES ON FOLLOWING PAGE]

Licensee represents and warrants to City that it has read and understands the contents of this Agreement and agrees to comply with and be bound by all of its provisions.

LICENSEE:

ARCHSTONE DAGGETT PLACE LLC, a Delaware limited liability company

By: EQR-WARWICK, L.L.C., a Delaware limited liability company, its sole member

By: ERP Operating Limited Partnership, an Illinois limited partnership, its managing member

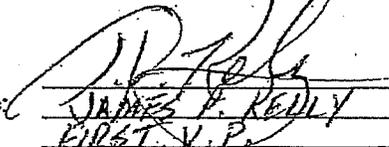
By: Equity Residential, a Maryland real estate investment trust, its general partner

By:

Name:

Its:

Date:


JAMES P. KELLY

FIRST V.P.

9/9/15

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By:

John Updike
Director of Property

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By:

Carol Wong
Deputy City Attorney

SCHEDULE 1

Description and Depiction of City Property

SCHEDULE 2

Description and Depiction of Licensee Property

SCHEDULE 3

Maintenance, Repair, and Replacement Activities



**CERTIFICATE OF REDEMPTIONS OFFICER
SHOWING TAXES AND ASSESSMENTS PAID.**

I, David Augustine, Tax Collector of the City and County San Francisco, State of California, do hereby certify, pursuant to the provisions of California Government Code Section 66492 et. seq., that according to the records of my office, there are no liens against the subdivision designated on the map entitled:

Block No. 3833 Lot No. 001

Address: 1380 07Th St

for unpaid City & County property taxes or special assessments collected as taxes, except taxes or assessments not yet payable.

David Augustine, Tax Collector

The above certificate pertains to taxes and special assessments collected as taxes for the period prior to this current tax year.

Dated this 29th day of February 2016. This certificate is valid for the earlier of 60 days from this date or December 31, 2016. If this certificate is no longer valid please contact the Office of Treasurer and Tax Collector to obtain another certificate.



CERTIFICATE SHOWING TAXES A LIEN, BUT NOT YET DUE

I, David Augustine, Tax Collector of the City and County San Francisco, State of California, do hereby certify, pursuant to the provisions of California Government Code Section 66492 et. seq., that the subdivision designated on the map entitled is subject to the following City & County property taxes and Special Assessments which are a lien on the property but which taxes are not yet due:

Block No. 3833 Lot No. 001

Address: 1380 07Th St

Estimated probable assessed value of property within the proposed Subdivision/Parcel
Map: \$10,536,726

Established or estimated tax rate: 1.1826%

Estimated taxes liened but not yet due: \$124,607.32

Amount of Assessment not yet due: \$345.28

These estimated taxes and special assessments have been paid.

A handwritten signature in black ink, appearing to read "David Augustine".

David Augustine, Tax Collector

Dated this 29th day of February 2016. This certificate is valid for the earlier of 60 days from this date or December 31, 2016. If this certificate is no longer valid please contact the Office of Treasurer and Tax Collector to obtain another certificate.



**CERTIFICATE OF REDEMPTIONS OFFICER
SHOWING TAXES AND ASSESSMENTS PAID.**

I, David Augustine, Tax Collector of the City and County San Francisco, State of California, do hereby certify, pursuant to the provisions of California Government Code Section 66492 et. seq., that according to the records of my office, there are no liens against the subdivision designated on the map entitled:

Block No. 3833 Lot No. 002

Address: 1006 16Th St

for unpaid City & County property taxes or special assessments collected as taxes, except taxes or assessments not yet payable.

David Augustine, Tax Collector

The above certificate pertains to taxes and special assessments collected as taxes for the period prior to this current tax year.

Dated this 29th day of February 2016. This certificate is valid for the earlier of 60 days from this date or December 31, 2016. If this certificate is no longer valid please contact the Office of Treasurer and Tax Collector to obtain another certificate.



**CERTIFICATE OF REDEMPTIONS OFFICER
SHOWING TAXES AND ASSESSMENTS PAID.**

I, David Augustine, Tax Collector of the City and County San Francisco, State of California, do hereby certify, pursuant to the provisions of California Government Code Section 66492 et. seq., that according to the records of my office, there are no liens against the subdivision designated on the map entitled:

Block No. 3833 Lot No. 003

Address: 1050 16Th St

for unpaid City & County property taxes or special assessments collected as taxes, except taxes or assessments not yet payable.

A handwritten signature in black ink, appearing to read "David Augustine".

David Augustine, Tax Collector

The above certificate pertains to taxes and special assessments collected as taxes for the period prior to this current tax year.

Dated this 29th day of February 2016. This certificate is valid for the earlier of 60 days from this date or December 31, 2016. If this certificate is no longer valid please contact the Office of Treasurer and Tax Collector to obtain another certificate.



**CERTIFICATE OF REDEMPTIONS OFFICER
SHOWING TAXES AND ASSESSMENTS PAID.**

I, David Augustine, Tax Collector of the City and County San Francisco, State of California, do hereby certify, pursuant to the provisions of California Government Code Section 66492 et. seq., that according to the records of my office, there are no liens against the subdivision designated on the map entitled:

Block No. 3834 Lot No. 001

Address: 1400 07Th St

for unpaid City & County property taxes or special assessments collected as taxes, except taxes or assessments not yet payable.

A handwritten signature in black ink, appearing to read "David Augustine".

David Augustine, Tax Collector

The above certificate pertains to taxes and special assessments collected as taxes for the period prior to this current tax year.

Dated this 29th day of February 2016. This certificate is valid for the earlier of 60 days from this date or December 31, 2016. If this certificate is no longer valid please contact the Office of Treasurer and Tax Collector to obtain another certificate.



CERTIFICATE SHOWING TAXES A LIEN, BUT NOT YET DUE

I, David Augustine, Tax Collector of the City and County San Francisco, State of California, do hereby certify, pursuant to the provisions of California Government Code Section 66492 et. seq., that the subdivision designated on the map entitled is subject to the following City & County property taxes and Special Assessments which are a lien on the property but which taxes are not yet due:

Block No. 3834 Lot No. 001

Address: 1400 07Th St

Estimated probable assessed value of property within the proposed Subdivision/Parcel
Map: \$4,702,962

Established or estimated tax rate: 1.1826%

Estimated taxes liened but not yet due: \$55,617.22

Amount of Assessment not yet due: \$345.28

These estimated taxes and special assessments have been paid.

A handwritten signature in black ink, appearing to read "David Augustine".

David Augustine, Tax Collector

Dated this 29th day of February 2016. This certificate is valid for the earlier of 60 days from this date or December 31, 2016. If this certificate is no longer valid please contact the Office of Treasurer and Tax Collector to obtain another certificate.

OWNER'S STATEMENT

WE HEREBY CERTIFY THAT WE ARE THE ONLY PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED AND SHOWN ENCLOSED WITHIN THE BOUNDARY LINES UPON THIS MAP AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP ENTITLED "FINAL MAP 7780".

WE HEREBY IRREVOCABLY OFFER FOR DEDICATION IN FEE FOR STREET AND ROADWAY PURPOSES THAT CERTAIN REAL PROPERTY SHOWN HEREIN AS LOTS A AND B, AND FOR ANY IMPROVEMENTS THEREIN AND THEREON TO BE CONSTRUCTED BY SUBDIVIDER, SAID FEE SHALL BE CONVEYED BY SEPARATE INSTRUMENT.

ARCHSTONE DAGGETT PLACE, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: EQR-WARWICK, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, ITS SOLE MEMBER

BY: ERP OPERATING LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, ITS MANAGING MEMBER

BY: EQUITY RESIDENTIAL, A MARYLAND REAL ESTATE INVESTMENT TRUST, ITS GENERAL PARTNER

BY: Thomas D Mead

NAME: THOMAS D. MEAD

TITLE: VICE PRESIDENT-CONSTRUCTION MANAGEMENT

OWNER'S ACKNOWLEDGMENT

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
COUNTY OF SAN FRANCISCO } SS

ON November 23, 2018 BEFORE ME
Sheryl Caroline Gennaro, A NOTARY PUBLIC, PERSONALLY
APPEARED Thomas D. Mead

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/WE/ THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(ES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON 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: Sheryl Caroline Gennaro

NOTARY PUBLIC, STATE OF CA COMMISSION NO.: 2116121

MY COMMISSION EXPIRES: June 19, 2019

COUNTY OF PRINCIPAL PLACE OF BUSINESS: San Francisco

BOARD OF SUPERVISOR'S APPROVAL

ON _____, 20____, THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA APPROVED AND PASSED MOTION NO. _____, A COPY OF WHICH IS ON FILE IN THE OFFICE OF THE BOARD OF SUPERVISORS IN FILE NO. _____

CITY AND COUNTY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE CALIFORNIA SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

BRUCE R. STORRS, CITY AND COUNTY SURVEYOR
CITY AND COUNTY OF SAN FRANCISCO

BY: Bruce R. Storrs DATE: FEBRUARY 19, 2016
BRUCE STORRS L.S. NO. 6914



SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ARCHSTONE DAGGETT PLACE, LLC IN JUNE 2015. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE JUNE 2017, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

BY: Jacqueline Lutz DATE: 11/20/15
JACQUELINE LUTZ, L.S. 8934



APPROVALS

THIS MAP IS APPROVED THIS 19th DAY OF FEBRUARY, 2016, BY ORDER NO. 187622

BY: _____ DATE: _____
MOHAMMED NURU
DIRECTOR OF PUBLIC WORKS AND ADVISORY AGENCY
CITY AND COUNTY OF SAN FRANCISCO
STATE OF CALIFORNIA

APPROVED AS TO FORM

DENNIS J. HERRERA, CITY ATTORNEY

BY: _____
DEPUTY CITY ATTORNEY
CITY AND COUNTY OF SAN FRANCISCO

PUBLIC IMPROVEMENT AGREEMENT NOTE

PURSUANT TO THE SUBDIVISION MAP ACT SECTION 66462, A PUBLIC IMPROVEMENT AGREEMENT HAS BEEN EXECUTED ON THE _____ DAY OF _____, 20____, BETWEEN ARCHSTONE DAGGETT PLACE, LLC AND THE CITY AND COUNTY OF SAN FRANCISCO AND ADOPTED BY MOTION OF THE BOARD OF SUPERVISORS.

CLERK'S STATEMENT

I, ANGELA CALVILLO, CLERK OF THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, HEREBY STATE THAT SAID BOARD OF SUPERVISORS BY ITS MOTION NO. _____ ADOPTED _____, 20____, APPROVED THIS MAP COMPRISING 7 SHEETS, ENTITLED, "FINAL MAP 7780" AND ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO COMPLETION AND ACCEPTANCE, THE OFFERS OF DEDICATION AND IMPROVEMENTS IDENTIFIED IN THE OWNER'S STATEMENT.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY HAND AND CAUSED THE SEAL OF THIS OFFICE TO BE AFFIXED.

BY: _____ DATE: _____
CLERK OF THE BOARD OF SUPERVISORS
CITY AND COUNTY OF SAN FRANCISCO
STATE OF CALIFORNIA

TAX STATEMENT

I, ANGELA CALVILLO, CLERK OF THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE SUBDIVIDER HAS FILED A STATEMENT FROM THE TREASURER AND TAX COLLECTOR OF THE CITY AND COUNTY OF SAN FRANCISCO, SHOWING THAT ACCORDING TO THE RECORDS OF HIS OR HER OFFICE THERE ARE NO LIENS AGAINST THIS SUBDIVISION OR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES.

DATED THIS _____ DAY OF _____, 20____.

CLERK OF THE BOARD OF SUPERVISORS
CITY AND COUNTY OF SAN FRANCISCO
STATE OF CALIFORNIA

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20____, AT _____, IN BOOK _____ OF CONDOMINIUM MAPS, AT PAGE _____, AT THE REQUEST OF ARCHSTONE DAGGETT PLACE, LLC.

SIGNED: _____
COUNTY RECORDER
CITY AND COUNTY OF SAN FRANCISCO
STATE OF CALIFORNIA

FINAL MAP 7780

A SUBDIVISION OF THAT CERTAIN REAL PROPERTY AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED AUGUST 24, 2011, DOCUMENT NO. 2011-0259169, OFFICIAL RECORDS, BEING A MERGER AND SUBDIVISION OF ASSESSOR'S BLOCK 3833 INTO A 10 LOT AIRSPACE SUBDIVISION, LOT 1 BEING 388 RESIDENTIAL CONDOMINIUM UNITS, AND LOTS 2 THROUGH 10 BEING 32 COMMERCIAL CONDOMINIUM UNITS, AND ASSESSOR'S BLOCK 3834 INTO A 2 LOT AIRSPACE SUBDIVISION, LOT 11 BEING 85 RESIDENTIAL CONDOMINIUM UNITS AND LOT 12 BEING 6 COMMERCIAL CONDOMINIUM UNITS, A MIXED USE CONDOMINIUM PROJECT.

CITY AND COUNTY OF SAN FRANCISCO
CALIFORNIA

LUK AND ASSOCIATES
738 ALFRED NOBEL DRIVE
HERCULES, CALIFORNIA 94547

NOVEMBER 2015

FINAL MAP CONDOMINIUM NOTES:

- THIS MAP IS THE SURVEY MAP PORTION OF A CONDOMINIUM PLAN AS DESCRIBED IN CALIFORNIA CIVIL CODE SECTIONS 4120 AND 4285. BLOCK 3833 IS LIMITED TO A MAXIMUM NUMBER OF 368 RESIDENTIAL UNITS AND 32 COMMERCIAL UNITS. BLOCK 3834 IS LIMITED TO A MAXIMUM NUMBER OF 65 RESIDENTIAL UNITS AND 8 COMMERCIAL UNITS.
- ALL INGRESS(ES), EGRESS(ES), PATH(S) OF TRAVEL, FIRE/EMERGENCY EXIT(S) AND EXITING COMPONENTS, EXIT PATHWAY(S) AND PASSAGEWAY(S), STAIRWAY(S), CORRIDOR(S), ELEVATOR(S), AND COMMON USE ACCESSIBLE FEATURE(S) AND FACILITIES SUCH AS RESTROOMS THAT THE BUILDING CODE REQUIRES FOR COMMON USE SHALL BE HELD IN COMMON UNDIVIDED INTEREST.
- UNLESS SPECIFIED OTHERWISE IN THE GOVERNING DOCUMENTS OF A CONDOMINIUM HOMEOWNERS' ASSOCIATION, INCLUDING ITS CONDITIONS, COVENANTS, AND RESTRICTIONS, THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE, IN PERPETUITY, FOR THE MAINTENANCE, REPAIR, AND REPLACEMENT OF:
 - ALL GENERAL USE COMMON AREA IMPROVEMENTS; AND
 - ALL FRONTING SIDEWALKS, ALL PERMITTED OR UNPERMITTED PRIVATE ENCROACHMENTS AND PRIVATELY MAINTAINED STREET TREES FRONTING THE PROPERTY, AND ANY OTHER OBLIGATION IMPOSED ON PROPERTY OWNERS FRONTING A PUBLIC RIGHT-OF-WAY PURSUANT TO THE PUBLIC WORKS CODE OR OTHER APPLICABLE MUNICIPAL CODES
- IN THE EVENT THE AREAS IDENTIFIED IN (3)(i) ARE NOT PROPERLY MAINTAINED, REPAIRED, AND REPLACED ACCORDING TO THE CITY REQUIREMENTS, EACH HOMEOWNER SHALL BE RESPONSIBLE TO THE EXTENT OF HIS/HER PROPORTIONATE OBLIGATION TO THE HOMEOWNERS' ASSOCIATION FOR THE MAINTENANCE, REPAIR, AND REPLACEMENT OF THOSE AREAS. FAILURE TO UNDERTAKE SUCH MAINTENANCE, REPAIR, AND REPLACEMENT MAY RESULT IN CITY ENFORCEMENT AND ABATEMENT ACTIONS AGAINST THE HOMEOWNERS' ASSOCIATION AND/OR THE INDIVIDUAL HOMEOWNERS, WHICH MAY INCLUDE, BUT NOT BE LIMITED TO IMPOSITION OF A LIEN AGAINST THE HOMEOWNER'S PROPERTY.
- APPROVAL OF THIS MAP SHALL NOT BE DEEMED APPROVAL OF THE DESIGN, LOCATION, SIZE, DENSITY OR USE OF ANY STRUCTURE(S) OR ANCILLARY AREAS OF THE PROPERTY ASSOCIATED WITH STRUCTURES, NEW OR EXISTING, WHICH HAVE NOT BEEN REVIEWED OR APPROVED BY APPROPRIATE CITY AGENCIES NOR SHALL SUCH APPROVAL CONSTITUTE A WAIVER OF THE SUBDIVIDER'S OBLIGATION TO ABATE ANY OUTSTANDING MUNICIPAL CODE VIOLATIONS. ANY STRUCTURES CONSTRUCTED SUBSEQUENT TO APPROVAL OF THIS FINAL MAP SHALL COMPLY WITH ALL RELEVANT MUNICIPAL CODES, INCLUDING BUT NOT LIMITED TO THE PLANNING, HOUSING AND BUILDING CODES, IN EFFECT AT THE TIME OF ANY APPLICATION FOR REQUIRED PERMITS.
- BAY WINDOWS, FIRE ESCAPES AND OTHER ENCROACHMENTS (IF ANY SHOWN HEREON, THAT EXIST, OR THAT MAY BE CONSTRUCTED) ONTO OR OVER 18TH STREET, 7TH STREET, HUBBELL, AND DAGGETT STREETS ARE PERMITTED THROUGH AND ARE SUBJECT TO THE RESTRICTIONS SET FORTH IN THE BUILDING CODE AND PLANNING CODE OF THE CITY AND COUNTY OF SAN FRANCISCO. THIS MAP DOES NOT CONVEY ANY OWNERSHIP INTEREST IN SUCH ENCROACHMENT AREAS TO THE CONDOMINIUM UNIT OWNER(S).
- SIGNIFICANT ENCROACHMENTS, TO THE EXTENT THEY WERE VISIBLE AND OBSERVED, ARE NOTED HEREON. HOWEVER, IT IS ACKNOWLEDGED THAT OTHER ENCROACHMENTS FROM/ONTO ADJOINING PROPERTIES MAY EXIST OR BE CONSTRUCTED. IT SHALL BE THE RESPONSIBILITY SOLELY OF THE PROPERTY OWNERS INVOLVED TO RESOLVE ANY ISSUES THAT MAY ARISE FROM ANY ENCROACHMENTS WHETHER DEPICTED HEREON OR NOT. THIS MAP DOES NOT PURPORT TO CONVEY ANY OWNERSHIP INTEREST IN AN ENCROACHMENT AREA TO ANY PROPERTY OWNER.

LEVEL	AB 3833, LOT 1 AREA (S.F.)	AB 3833, LOT 2-10 AREA (S.F.)	AB 3834, LOT 11 AREA (S.F.)	AB 3834, LOT 12 AREA (S.F.)
BELOW GROUND FLOOR	119,691	-	16,820	-
GROUND FLOOR	108,475	11,216	10,706	5,914
ABOVE GROUND FLOOR	119,691	-	16,820	-
TOTAL	347,857	11,216	43,946	5,914

FINAL MAP GENERAL NOTES:

- THIS SUBDIVISION OF LAND CONTAINS A VERTICAL SUBDIVISION OF AIRSPACE. AIRSPACE SUBDIVISIONS OFTEN NECESSITATE RECIPROCAL EASEMENT AGREEMENTS SUCH AS BUT NOT LIMITED TO ACCESS, MAINTENANCE, UTILITIES, SUPPORT, ENCROACHMENTS, EMERGENCY INGRESS AND EGRESS, PERMITTED USES, NO BUILD ZONES, ENVIRONMENTAL HAZARDS, ETC. SOME OF THESE REQUIREMENTS MAY HAVE A PUBLIC NATURE TO WHICH THE CITY AND COUNTY OF SAN FRANCISCO IS OR SHOULD BE A BENEFICIARY. THESE ARE NOT DISCLOSED GRAPHICALLY ON THIS SURVEY MAP.
- THE SUBDIVIDER SHALL SUBMIT TO THE CITY FOR REVIEW AND APPROVAL AS A THIRD PARTY BENEFICIARY A RECIPROCAL EASEMENT AGREEMENT PRIOR TO THE EARLIER OF ISSUANCE OF A TEMPORARY CERTIFICATE OF OCCUPANCY (TCO) FOR ANY BUILDING OR ACCEPTANCE OF THE PUBLIC IMPROVEMENTS. THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS, IN HIS OR HER SOLE DISCRETION, WITH PRIOR WRITTEN APPROVAL BY THE DIRECTOR OF THE CITY'S DEPARTMENT OF BUILDING INSPECTION AND THE SAN FRANCISCO FIRE MARSHAL, MAY AUTHORIZE A DEFERRAL OF THIS REQUIREMENT, BUT IN NO CASE SHALL THE DEFERRAL EXTEND BEYOND THE EARLIER OF ISSUANCE OF A CERTIFICATE OF FINAL OCCUPANCY OR ACCEPTANCE OF THE PUBLIC IMPROVEMENTS.

USERS OF THIS MAP ARE ADVISED TO CONSULT THEIR TITLE COMPANY AND LEGAL COUNSEL TO DETERMINE WHETHER ADEQUATE PROVISIONS ARE PRESENTLY ON RECORD AND ARE SUFFICIENT AND ENFORCEABLE.
- THE SUBDIVISION SHOWN HEREON IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "CONDITIONS AND RESTRICTIONS" RECORDED NOVEMBER 23, 1992 AS INSTRUMENT NO. F-247158 IN REEL F-760, IMAGE 399 OF OFFICIAL RECORDS.
- THE SUBDIVISION SHOWN HEREON IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "CONDITIONS AND RESTRICTIONS" RECORDED SEPTEMBER 15, 1994 AS INSTRUMENT NO. 94-F870901-00 IN BOOK G217, PAGE 417 OF OFFICIAL RECORDS.
- THE SUBDIVISION SHOWN HEREON IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "DECLARATION OF COVENANT" RECORDED AUGUST 24, 2011 AS INSTRUMENT NO. 2011-J259168 OF OFFICIAL RECORDS.
- THE SUBDIVISION SHOWN HEREON IS SUBJECT TO A DOCUMENT ENTITLED "NOTICE OF SPECIAL RESTRICTIONS UNDER THE PLANNING CODE" RECORDED FEBRUARY 06, 2012 AS INSTRUMENT NO. 2012-J349803-00 OF OFFICIAL RECORDS.
- THE SUBDIVISION SHOWN HEREON IS SUBJECT TO A DOCUMENT ENTITLED "UNRECORDED LEGAL ENTITY TRANSACTION" RECORDED FEBRUARY 07, 2012 AS INSTRUMENT NO. 2012-J350475-00 OF OFFICIAL RECORDS.
- THE SUBDIVISION SHOWN HEREON IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "MEMORANDUM OF AGREEMENT TO PROVIDE ON-SITE AFFORDABLE HOUSING UNITS" RECORDED FEBRUARY 29, 2012 AS INSTRUMENT NO. 2012-J363671-00 OF OFFICIAL RECORDS.
- THE SUBDIVISION SHOWN HEREON IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "NOTICE OF SPECIAL RESTRICTIONS UNDER THE PLANNING CODE" RECORDED AUGUST 21, 2013 AS INSTRUMENT NO. 2013-J733193-00 OF OFFICIAL RECORDS.
- THE SUBDIVISION SHOWN HEREON IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "MEMORANDUM OF IN-KIND AGREEMENT" RECORDED APRIL 08, 2014 AS INSTRUMENT NO. 2014-J861234-00 OF OFFICIAL RECORDS.
- THE SUBDIVISION SHOWN HEREON IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "MEMORANDUM OF AGREEMENT" RECORDED JANUARY 09, 2015 AS DOCUMENT NO. 2015-K002984-00 OF OFFICIAL RECORDS.
- THIS PROJECT INCLUDES A TOTAL OF 91 BELOW MARKET RATE UNITS PER NOTICE OF SPECIAL RESTRICTIONS RECORDED AUGUST 21, 2013 IN REEL K685, IMAGE 0518 OF OFFICIAL RECORDS.
- MID-BLOCK MEWS: A PEDESTRIAN INGRESS AND EGRESS ACCESS PATH SHALL BE PROVIDED CONSISTENT WITH AND SUBJECT TO THE CONDITIONS OF APPROVAL FOR PLANNING COMMISSION MOTION NO. 18419, CONDITION NO. 5, DATED JULY 28, 2010, RECORDED IN A NOTICE OF SPECIAL RESTRICTIONS UNDER PLANNING CODE ON FEBRUARY 6, 2012, IN REEL K6577, IMAGE 472 OF THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO. PROVIDED, HOWEVER, THAT NO PUBLIC EASEMENT FOR THE USE OF THIS PATH IS HEREBY CREATED. SEE SHEET 4 FOR LOCATION.
- A NOTICE OF SPECIAL RESTRICTIONS IS TO BE RECORDED BY THE CITY AND COUNTY OF SAN FRANCISCO, ACTING BY AND THROUGH THE REAL ESTATE DIVISION OF THE OFFICE OF THE CITY ADMINISTRATOR, ON THE REAL PROPERTY SHOWN ON SHEET 3 AS "DAGGETT PLAZA OPEN SPACE" ADJACENT TO LOTS 1 AND 11 AS SHOWN ON THIS MAP, WHEREBY THE USE OF THE SAID ADJACENT PROPERTY IS RESTRICTED TO ALLOW A 4-FOOT WIDE PIED, HOWEVER, THAT NO PUBLIC EASEMENT THROUGH THE OPEN SPACE AND TO THE ADJOINING PUBLIC STREETS. SEE SHEET 3 FOR LOCATION.
- ON OR BEFORE JUNE 2017, AN AMENDED FINAL MAP WILL BE FILED SHOWING THE CHANGE IN CHARACTER AND LOCATION OF THE BOUNDARY MONUMENT SHOWN HEREON, IF ANY, AND ADDING BENCHMARK ELEVATIONS ON EACH MONUMENT FOR REFERENCE TO THE VERTICAL DIVISIONS OF AIRSPACE CREATED HEREBY.
- SEE SHEET 7 FOR PROPOSED ASSESSOR'S PARCEL NUMBERS.

FINAL MAP 7780

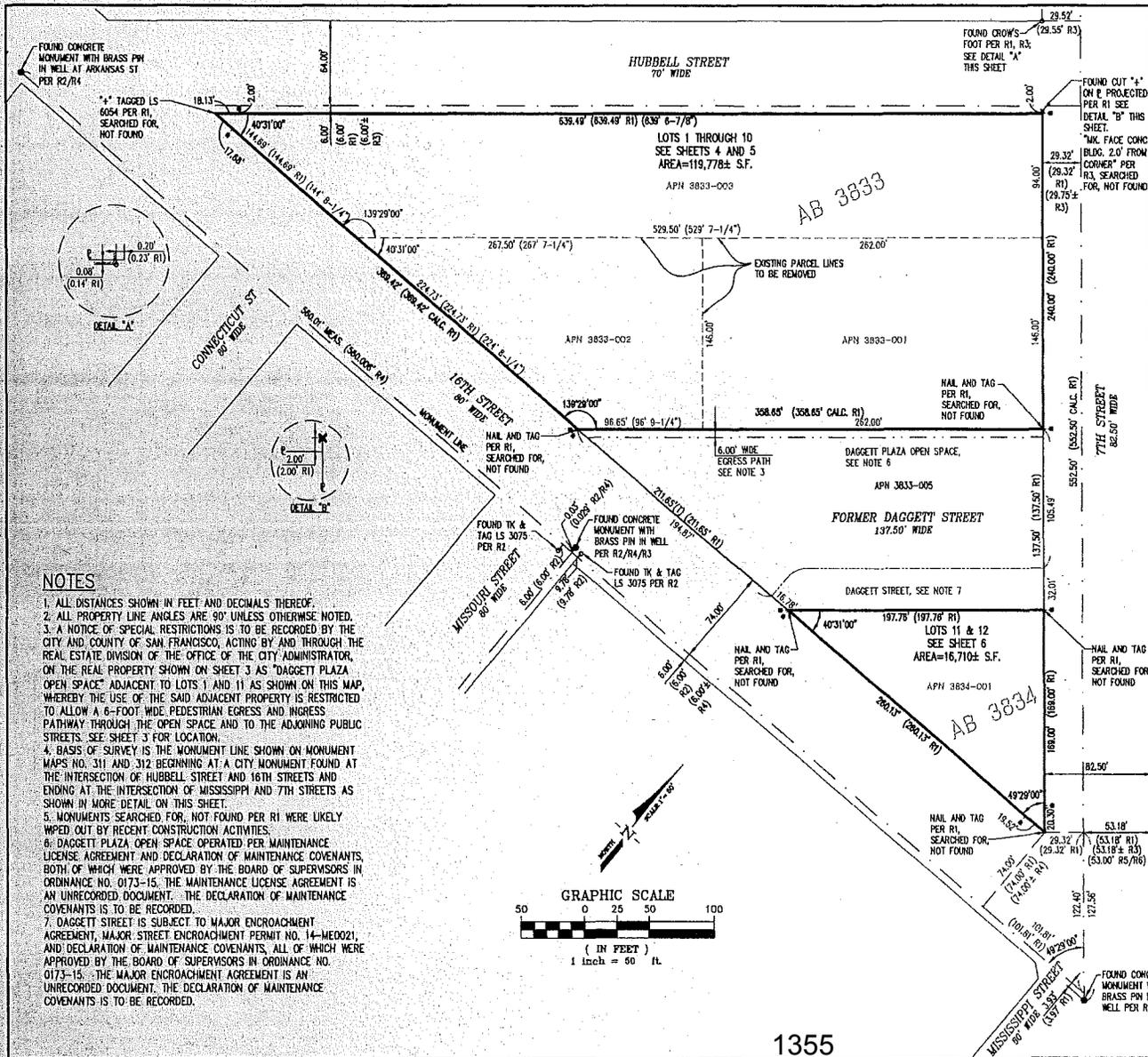
A SUBDIVISION OF THAT CERTAIN REAL PROPERTY AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED AUGUST 24, 2011, DOCUMENT NO. 2011-J259168, OFFICIAL RECORDS, BEING A MERGER AND SUBDIVISION OF ASSESSOR'S BLOCK 3833 INTO A 10 LOT AIRSPACE SUBDIVISION; LOT 1, BEING 368 RESIDENTIAL CONDOMINIUM UNITS, AND LOTS 2 THROUGH 10 BEING 32 COMMERCIAL CONDOMINIUM UNITS, AND ASSESSOR'S BLOCK 3834 INTO A 2 LOT AIRSPACE SUBDIVISION, LOT 11 BEING 65 RESIDENTIAL CONDOMINIUM UNITS AND LOT 12 BEING 8 COMMERCIAL CONDOMINIUM UNITS, A MIXED USE CONDOMINIUM PROJECT,

CITY AND COUNTY OF SAN FRANCISCO
CALIFORNIA

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SHEET 2 OF 7 SHEETS



NOTES

1. ALL DISTANCES SHOWN IN FEET AND DECIMALS THEREOF.
2. ALL PROPERTY LINE ANGLES ARE 90° UNLESS OTHERWISE NOTED.
3. A NOTICE OF SPECIAL RESTRICTIONS IS TO BE RECORDED BY THE CITY AND COUNTY OF SAN FRANCISCO, ACTING BY AND THROUGH THE REAL ESTATE DIVISION OF THE OFFICE OF THE CITY ADMINISTRATOR, ON THE REAL PROPERTY SHOWN ON SHEET 3 AS "DAGGETT PLAZA OPEN SPACE" ADJACENT TO LOTS 1 AND 11 AS SHOWN ON THIS MAP, WHEREBY THE USE OF THE SAID ADJACENT PROPERTY IS RESTRICTED TO ALLOW A 6-FOOT WIDE PEDESTRIAN EGRESS AND INGRESS PATHWAY THROUGH THE OPEN SPACE AND TO THE ADJOINING PUBLIC STREETS. SEE SHEET 3 FOR LOCATION.
4. BASIS OF SURVEY IS THE MONUMENT LINE SHOWN ON MONUMENT MAPS NO. 311 AND 312 BEGINNING AT A CITY MONUMENT FOUND AT THE INTERSECTION OF HUBBELL STREET AND 16TH STREETS AND ENDING AT THE INTERSECTION OF MISSISSIPPI AND 7TH STREETS AS SHOWN IN MORE DETAIL ON THIS SHEET.
5. MONUMENTS SEARCHED FOR, NOT FOUND PER R1 WERE LIKELY WIPED OUT BY RECENT CONSTRUCTION ACTIVITIES.
6. DAGGETT PLAZA OPEN SPACE OPERATED PER MAINTENANCE LICENSE AGREEMENT AND DECLARATION OF MAINTENANCE COVENANTS, BOTH OF WHICH WERE APPROVED BY THE BOARD OF SUPERVISORS IN ORDINANCE NO. 0173-15. THE MAINTENANCE LICENSE AGREEMENT IS AN UNRECORDED DOCUMENT. THE DECLARATION OF MAINTENANCE COVENANTS IS TO BE RECORDED.
7. DAGGETT STREET IS SUBJECT TO MAJOR ENCROACHMENT AGREEMENT, MAJOR STREET ENCROACHMENT PERMIT NO. 14-MEO021, AND DECLARATION OF MAINTENANCE COVENANTS, ALL OF WHICH WERE APPROVED BY THE BOARD OF SUPERVISORS IN ORDINANCE NO. 0173-15. THE MAJOR ENCROACHMENT AGREEMENT IS AN UNRECORDED DOCUMENT. THE DECLARATION OF MAINTENANCE COVENANTS IS TO BE RECORDED.

LEGEND

—————	BOUNDARY
—————	RIGHT OF WAY LINE
—————	MONUMENT LINE
—————	THE LINE
—————	EXISTING LOT LINE TO BE REMOVED
—————	NOTICE OF SPECIAL RESTRICTIONS, SEE NOTE 3
—————	SHARED PUBLIC WAY
30.04' (30.00' R2)	MEASURED DISTANCE (RECORD DISTANCE)
30.04'	MEASURED DISTANCE, MATCHES RECORD DISTANCE
(0.029' R2)	RECORD DISTANCE PER RECORD REFERENCE
●	FOUND STANDARD CITY MONUMENT
•	FOUND MONUMENT AS NOTED
•	BRASS DISK PLS 8934 TO BE SET AT 6' FROM PROPERTY LINE EXTENSION UNLESS OTHERWISE NOTED
R4	RECORD REFERENCE; SEE LIST BELOW
TK	TACK
(T)	TOTAL

RECORD REFERENCES

- R1) RECORD OF SURVEY, FILED IN BOOK "AA" OF SURVEY MAPS, PAGE 135, AND RECORDED MARCH 12, 2004, AS INSTRUMENT NO. 2004-1674773 OF OFFICIAL RECORDS
- R2) PARCEL MAP, RECORDED OCTOBER 24, 1996 IN BOOK 43 OF PARCEL MAPS, PAGE 15.
- R3) MONUMENT MAP 312, CITY AND COUNTY OF SAN FRANCISCO, DEPARTMENT OF PUBLIC WORKS, OFFICE OF THE CITY AND COUNTY SURVEYOR.
- R4) MONUMENT MAP 311, CITY AND COUNTY OF SAN FRANCISCO, DEPARTMENT OF PUBLIC WORKS, OFFICE OF THE CITY AND COUNTY SURVEYOR.
- R5) RECORD OF SURVEY MAP OF MISSION BAY, FILED MAY 31, 2005 IN BOOK BB OF MAPS AT PAGES 4-5.
- R6) FINAL MAP NO. 4375, FILED FOR RECORD IN BOOK CC OF SURVEY MAPS AT PAGES 123 TO 131.

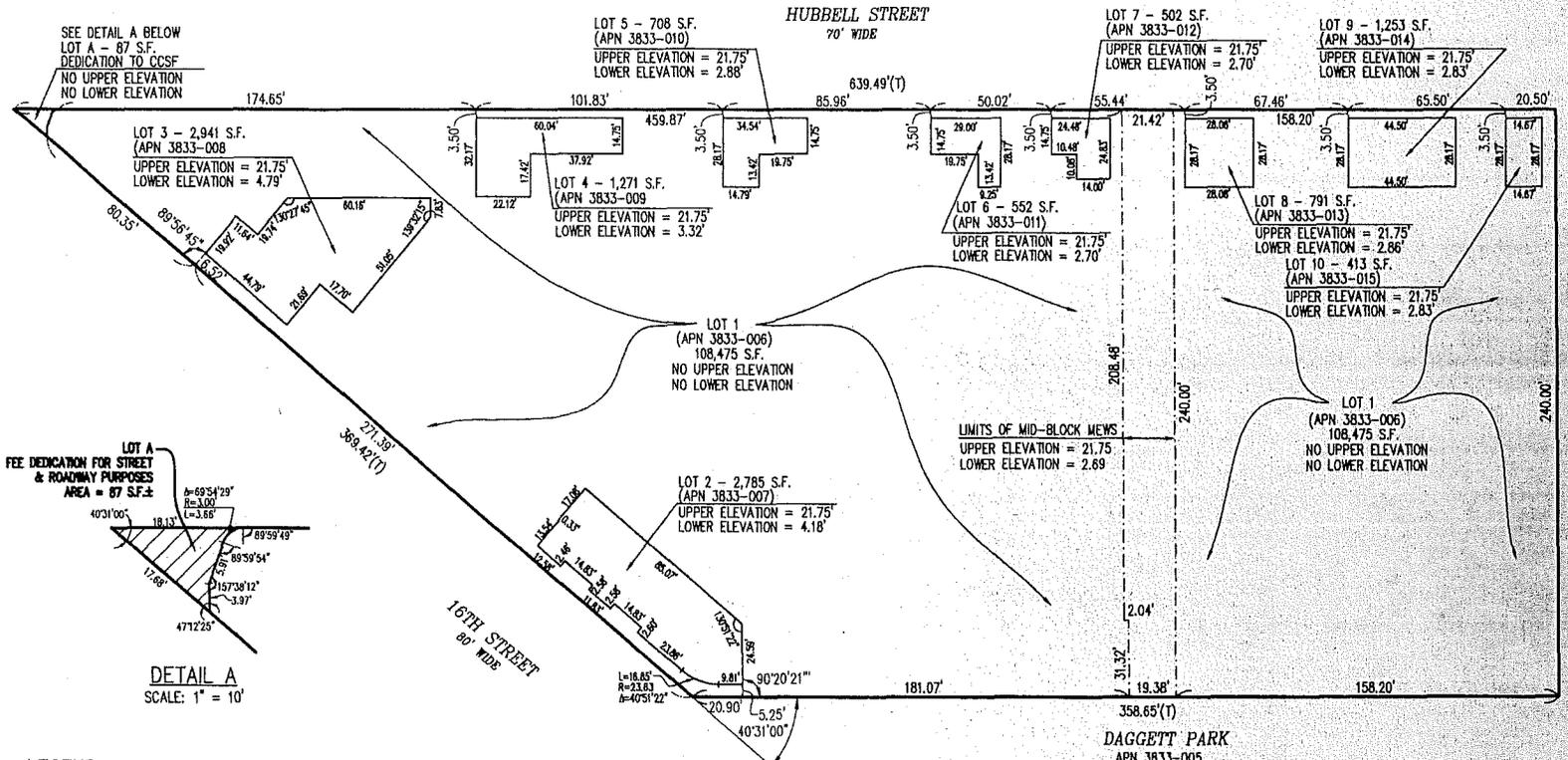
FINAL MAP 7780

A SUBDIVISION OF THAT CERTAIN REAL PROPERTY AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED AUGUST 24, 2011, DOCUMENT NO. 2011-J259189, OFFICIAL RECORDS, BEING A MERGER AND SUBDIVISION OF ASSessor'S BLOCK 3833 INTO A 10 LOT AIRSPACE SUBDIVISION: LOT 1, BEING 388 RESIDENTIAL CONDOMINIUM UNITS, AND LOTS 2 THROUGH 10 BEING 32 COMMERCIAL CONDOMINIUM UNITS, AND ASSessor'S BLOCK 3834 INTO A 2 LOT AIRSPACE SUBDIVISION, LOT 11 BEING 65 RESIDENTIAL CONDOMINIUM UNITS AND LOT 12 BEING 6 COMMERCIAL CONDOMINIUM UNITS, A MIXED USE CONDOMINIUM PROJECT.

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DETAIL A
SCALE: 1" = 10'

LEGEND

- EXTERIOR BOUNDARY
- LOT BOUNDARY
- - - MID-BLOCK MEWS
- - - TIE LINE
- 30.04' MEASURED DISTANCE
- S.F. SQUARE FEET
- (T) TOTAL

MAP NOTES

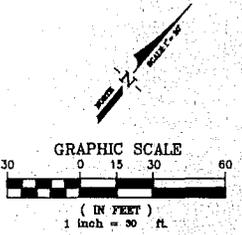
1. ALL DISTANCES SHOWN IN FEET AND DECIMALS THEREOF.
2. ALL PROPERTY LINE ANGLES ARE 90° UNLESS OTHERWISE NOTED.
3. BENCHMARK IS PER CITY OF SAN FRANCISCO BENCHMARK BOX 4, BOOK 492 AT PAGE 2, BEING A CROW CUT IN THE OUTER RIM OF THE STORM WATER INLET, AT THE SOUTHWEST RETURN OF 7TH STREET AND HUBBELL STREET. ELEVATION = 1.954 FEET, CITY AND COUNTY OF SAN FRANCISCO DATUM.
4. SEE SHEET 3 FOR OVERALL BOUNDARY, ANGLES, AND DIMENSIONS.

NOTE: LOT 1 INCLUDES AREA BELOW AND ABOVE LOTS 2 THROUGH 10 THIS PLAN VIEW SHOWN AT GROUND FLOOR

FINAL MAP 7780

A SUBDIVISION OF THAT CERTAIN REAL PROPERTY AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED AUGUST 24, 2011, DOCUMENT NO. 2011-1259189, OFFICIAL RECORDS, BEING A MERGER AND SUBDIVISION OF ASSessor'S BLOCK 3833 INTO A 10 LOT AIRSPACE SUBDIVISION: LOT 1, BEING 388 RESIDENTIAL CONDOMINIUM UNITS, AND LOTS 2 THROUGH 10 BEING 32 COMMERCIAL CONDOMINIUM UNITS, AND ASSessor'S BLOCK 3834 INTO A 2 LOT AIRSPACE SUBDIVISION, LOT 11 BEING 85 RESIDENTIAL CONDOMINIUM UNITS AND LOT 12 BEING 6 COMMERCIAL CONDOMINIUM UNITS, A MIXED USE CONDOMINIUM PROJECT.

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SEE DETAIL A ON SHEET 4
 LOT A - 87 S.F.
 DEDICATION TO CCSF
 NO UPPER ELEVATION
 NO LOWER ELEVATION

HUBBELL STREET
 70' WIDE

639.48'(T)
 621.36'

LOT 1
 (APN 3833-008)
 108,475 S.F.
 NO UPPER ELEVATION
 NO LOWER ELEVATION
 EXCEPT WHERE LIMITED BY LOTS 2-10
 (NOTE: LOT 1 INCLUDES AREA BELOW AND
 ABOVE LOTS 2 THROUGH 10)

240.00'
 77TH STREET
 86.50' WIDE

351.74'
 388.42'(T)
 16TH STREET
 80' WIDE

358.65'(T)

DAGGETT PARK

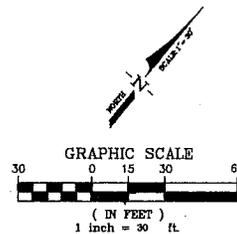
THIS PLAN VIEW SHOWN AT A LEVEL HIGHER
 THAN THE COMMERCIAL UNITS

LEGEND

	EXTERIOR BOUNDARY
	LOT BOUNDARY
30.04'	MEASURED DISTANCE
S.F.	SQUARE FEET
(T)	TOTAL

MAP NOTES

1. ALL DISTANCES SHOWN IN FEET AND DECIMALS THEREOF.
2. ALL PROPERTY LINE ANGLES ARE 90° UNLESS OTHERWISE NOTED.
3. BENCHMARK IS PER CITY OF SAN FRANCISCO BENCHMARK BOX 4, BOOK 492 AT PAGE 2, BEING A CROW CUT IN THE OUTER RIM OF THE STORM WATER INLET, AT THE SOUTHWEST RETURN OF 7TH STREET AND HUBBELL STREET. ELEVATION = 1.954 FEET, CITY AND COUNTY OF SAN FRANCISCO DATUM.
4. SEE SHEET 3 FOR OVERALL BOUNDARY, ANGLES, AND DIMENSIONS.



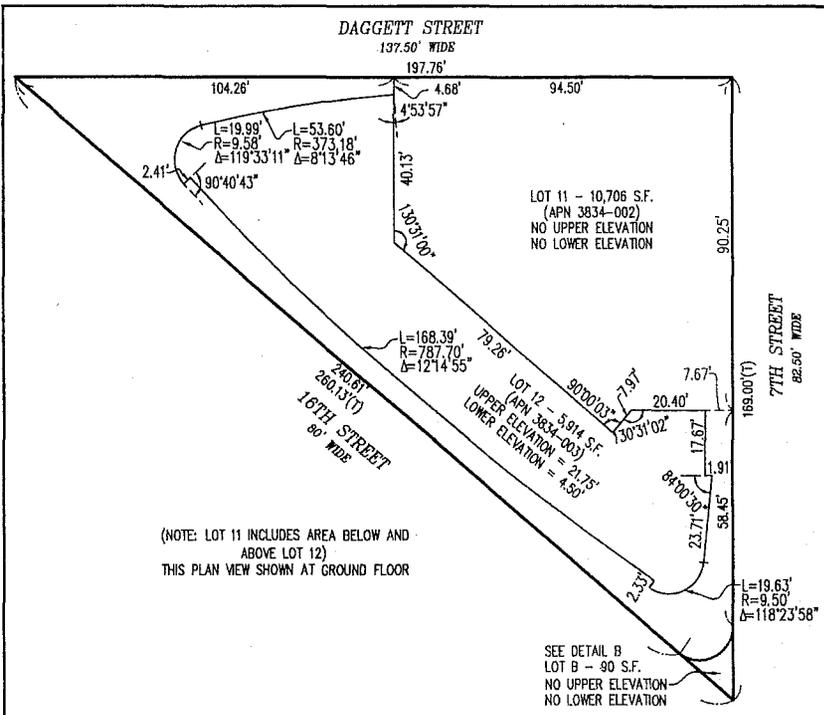
FINAL MAP 7780

A SUBDIVISION OF THAT CERTAIN REAL PROPERTY AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED AUGUST 24, 2011, DOCUMENT NO. 2011-J259169, OFFICIAL RECORDS, BEING A MERGER AND SUBDIVISION OF ASSESSOR'S BLOCK 3833 INTO A 10 LOT AIRSPACE SUBDIVISION: LOT 1, BEING 388 RESIDENTIAL CONDOMINIUM UNITS, AND LOTS 2 THROUGH 10 BEING 32 COMMERCIAL CONDOMINIUM UNITS, AND ASSESSOR'S BLOCK 3834 INTO A 2 LOT AIRSPACE SUBDIVISION, LOT 11 BEING 65 RESIDENTIAL CONDOMINIUM UNITS AND LOT 12 BEING 6 COMMERCIAL CONDOMINIUM UNITS, A MIXED USE CONDOMINIUM PROJECT.

CITY AND COUNTY OF SAN FRANCISCO
 CALIFORNIA

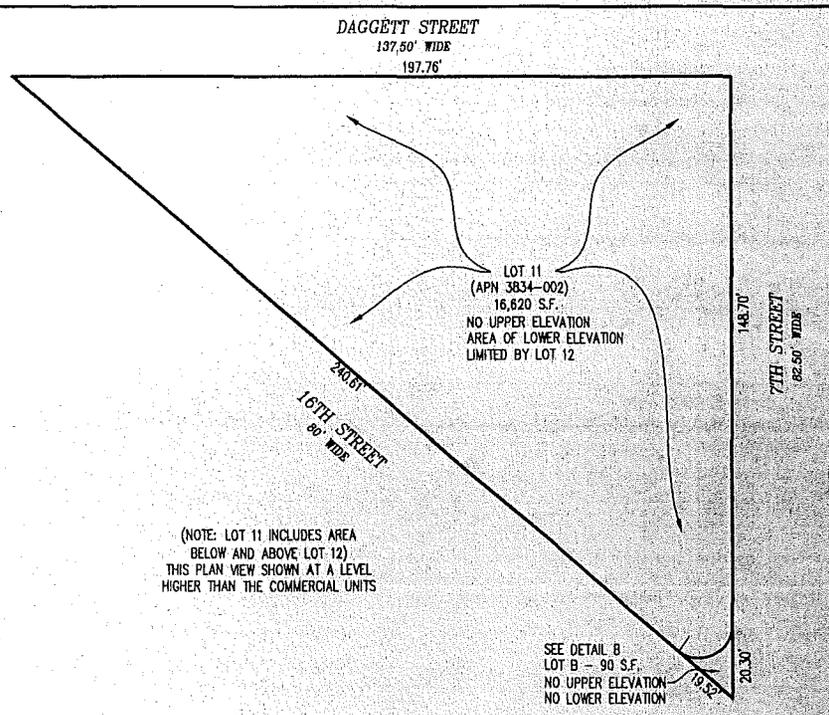
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(NOTE: LOT 11 INCLUDES AREA BELOW AND ABOVE LOT 12)
THIS PLAN VIEW SHOWN AT GROUND FLOOR

SEE DETAIL B
LOT B - 90 S.F.
NO UPPER ELEVATION
NO LOWER ELEVATION



(NOTE: LOT 11 INCLUDES AREA BELOW AND ABOVE LOT 12)
THIS PLAN VIEW SHOWN AT A LEVEL HIGHER THAN THE COMMERCIAL UNITS

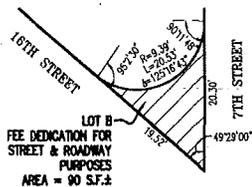
SEE DETAIL B
LOT B - 90 S.F.
NO UPPER ELEVATION
NO LOWER ELEVATION

LEGEND

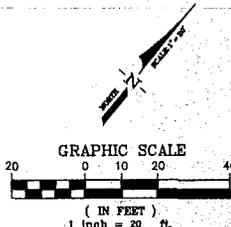
- EXTERIOR BOUNDARY
- LOT BOUNDARY
- - - - TIE LINE
- 30.04' MEASURED DISTANCE
- S.F. SQUARE FEET
- (T) TOTAL

MAP NOTES

1. ALL DISTANCES SHOWN IN FEET AND DECIMALS THEREOF.
2. ALL PROPERTY LINE ANGLES ARE 90° UNLESS OTHERWISE NOTED.
3. BENCHMARK IS PER CITY OF SAN FRANCISCO BENCHMARK BOX 4, BOOK 492 AT PAGE 2, BEING A CROW CUT IN THE OUTER RIM OF THE STORM WATER INLET, AT THE SOUTHWEST RETURN OF 7TH STREET AND HUBBELL STREET. ELEVATION = 1.954 FEET, CITY AND COUNTY OF SAN FRANCISCO DATUM.
4. SEE SHEET 3 FOR OVERALL BOUNDARY, ANGLES, AND DIMENSIONS.



DETAIL B
SCALE: 1" = 10'



FINAL MAP 7780

A SUBDIVISION OF THAT CERTAIN REAL PROPERTY AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED AUGUST 24, 2011, DOCUMENT NO. 2011-0259169, OFFICIAL RECORDS, BEING A MERGER AND SUBDIVISION OF ASSESSOR'S BLOCK 3833 INTO A 10 LOT AIRSPACE SUBDIVISION; LOT 1, BEING 388 RESIDENTIAL CONDOMINIUM UNITS, AND LOTS 2 THROUGH 10 BEING 32 COMMERCIAL CONDOMINIUM UNITS, AND ASSESSOR'S BLOCK 3834 INTO A 2 LOT AIRSPACE SUBDIVISION, LOT 11 BEING 65 RESIDENTIAL CONDOMINIUM UNITS AND LOT 12 BEING 6 COMMERCIAL CONDOMINIUM UNITS, A MIXED USE CONDOMINIUM PROJECT.

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LOT NO.	UMT NO.	ASSESSOR PARCEL NUMBER	LOT NO.	UMT NO.	ASSESSOR PARCEL NUMBER	LOT NO.	UMT NO.	ASSESSOR PARCEL NUMBER	LOT NO.	UMT NO.	ASSESSOR PARCEL NUMBER	LOT NO.	UMT NO.	ASSESSOR PARCEL NUMBER	LOT NO.	UMT NO.	ASSESSOR PARCEL NUMBER	LOT NO.	UMT NO.	ASSESSOR PARCEL NUMBER			
1	1	APN 3833-018	1	63	APN 3833-078	1	125	APN 3833-140	1	187	APN 3833-292	1	248	APN 3833-284	1	311	APN 3833-326	1	373	APN 3833-388	11	15	APN 3834-018
1	2	APN 3833-017	1	64	APN 3833-079	1	126	APN 3833-141	1	128	APN 3833-203	1	188	APN 3833-285	1	312	APN 3833-327	1	374	APN 3833-389	11	16	APN 3834-019
1	3	APN 3833-016	1	65	APN 3833-080	1	127	APN 3833-142	1	189	APN 3833-204	1	189	APN 3833-286	1	313	APN 3833-328	1	375	APN 3833-390	11	17	APN 3834-020
1	4	APN 3833-019	1	66	APN 3833-081	1	128	APN 3833-143	1	190	APN 3833-205	1	191	APN 3833-287	1	314	APN 3833-329	1	376	APN 3833-391	11	18	APN 3834-021
1	5	APN 3833-020	1	67	APN 3833-082	1	129	APN 3833-144	1	191	APN 3833-206	1	192	APN 3833-288	1	315	APN 3833-330	1	377	APN 3833-392	11	19	APN 3834-022
1	6	APN 3833-021	1	68	APN 3833-083	1	130	APN 3833-145	1	192	APN 3833-207	1	193	APN 3833-289	1	316	APN 3833-331	1	378	APN 3833-393	11	20	APN 3834-023
1	7	APN 3833-022	1	69	APN 3833-084	1	131	APN 3833-146	1	193	APN 3833-208	1	194	APN 3833-290	1	317	APN 3833-332	1	379	APN 3833-394	11	21	APN 3834-024
1	8	APN 3833-023	1	70	APN 3833-085	1	132	APN 3833-147	1	194	APN 3833-209	1	195	APN 3833-291	1	318	APN 3833-333	1	380	APN 3833-395	11	22	APN 3834-025
1	9	APN 3833-024	1	71	APN 3833-086	1	133	APN 3833-148	1	195	APN 3833-210	1	196	APN 3833-292	1	319	APN 3833-334	1	381	APN 3833-396	11	23	APN 3834-026
1	10	APN 3833-025	1	72	APN 3833-087	1	134	APN 3833-149	1	196	APN 3833-211	1	197	APN 3833-293	1	320	APN 3833-335	1	382	APN 3833-397	11	24	APN 3834-027
1	11	APN 3833-028	1	73	APN 3833-088	1	135	APN 3833-150	1	197	APN 3833-212	1	198	APN 3833-294	1	321	APN 3833-336	1	383	APN 3833-398	11	25	APN 3834-028
1	12	APN 3833-027	1	74	APN 3833-089	1	136	APN 3833-151	1	198	APN 3833-213	1	199	APN 3833-295	1	322	APN 3833-337	1	384	APN 3833-399	11	26	APN 3834-029
1	13	APN 3833-028	1	75	APN 3833-090	1	137	APN 3833-152	1	199	APN 3833-214	1	200	APN 3833-296	1	323	APN 3833-338	1	385	APN 3833-400	11	27	APN 3834-030
1	14	APN 3833-029	1	76	APN 3833-091	1	138	APN 3833-153	1	200	APN 3833-215	1	201	APN 3833-297	1	324	APN 3833-339	1	386	APN 3833-401	11	28	APN 3834-031
1	15	APN 3833-030	1	77	APN 3833-092	1	139	APN 3833-154	1	201	APN 3833-216	1	202	APN 3833-298	1	325	APN 3833-340	1	387	APN 3833-402	11	29	APN 3834-032
1	16	APN 3833-031	1	78	APN 3833-093	1	140	APN 3833-155	1	202	APN 3833-217	1	203	APN 3833-299	1	326	APN 3833-341	1	388	APN 3833-403	11	30	APN 3834-033
1	17	APN 3833-031	1	79	APN 3833-094	1	141	APN 3833-156	1	203	APN 3833-218	1	204	APN 3833-300	1	327	APN 3833-342	2	1	APN 3833-404	11	31	APN 3834-034
1	18	APN 3833-033	1	80	APN 3833-095	1	142	APN 3833-157	1	204	APN 3833-301	1	205	APN 3833-301	1	328	APN 3833-343	2	2	APN 3833-405	11	32	APN 3834-035
1	19	APN 3833-034	1	81	APN 3833-096	1	143	APN 3833-158	1	205	APN 3833-302	1	206	APN 3833-302	1	329	APN 3833-344	2	3	APN 3833-406	11	33	APN 3834-036
1	20	APN 3833-035	1	82	APN 3833-097	1	144	APN 3833-159	1	206	APN 3833-303	1	207	APN 3833-303	1	330	APN 3833-345	3	4	APN 3833-407	11	34	APN 3834-037
1	21	APN 3833-036	1	83	APN 3833-098	1	145	APN 3833-160	1	207	APN 3833-304	1	208	APN 3833-304	1	331	APN 3833-346	4	5	APN 3833-408	11	35	APN 3834-038
1	22	APN 3833-037	1	84	APN 3833-099	1	146	APN 3833-161	1	208	APN 3833-305	1	209	APN 3833-305	1	332	APN 3833-347	4	6	APN 3833-409	11	36	APN 3834-039
1	23	APN 3833-038	1	85	APN 3833-100	1	147	APN 3833-162	1	209	APN 3833-306	1	210	APN 3833-306	1	333	APN 3833-348	4	7	APN 3833-410	11	37	APN 3834-040
1	24	APN 3833-039	1	86	APN 3833-101	1	148	APN 3833-163	1	210	APN 3833-307	1	211	APN 3833-307	1	334	APN 3833-349	4	8	APN 3833-411	11	38	APN 3834-041
1	25	APN 3833-040	1	87	APN 3833-102	1	149	APN 3833-164	1	211	APN 3833-308	1	212	APN 3833-308	1	335	APN 3833-350	4	9	APN 3833-412	11	39	APN 3834-042
1	26	APN 3833-041	1	88	APN 3833-103	1	150	APN 3833-165	1	212	APN 3833-309	1	213	APN 3833-309	1	336	APN 3833-351	4	10	APN 3833-413	11	40	APN 3834-043
1	27	APN 3833-042	1	89	APN 3833-104	1	151	APN 3833-166	1	213	APN 3833-310	1	214	APN 3833-310	1	337	APN 3833-352	5	11	APN 3833-414	11	41	APN 3834-044
1	28	APN 3833-043	1	90	APN 3833-105	1	152	APN 3833-167	1	214	APN 3833-311	1	215	APN 3833-311	1	338	APN 3833-353	5	12	APN 3833-415	11	42	APN 3834-045
1	29	APN 3833-044	1	91	APN 3833-106	1	153	APN 3833-168	1	215	APN 3833-312	1	216	APN 3833-312	1	339	APN 3833-354	5	13	APN 3833-416	11	43	APN 3834-046
1	30	APN 3833-045	1	92	APN 3833-107	1	154	APN 3833-169	1	216	APN 3833-313	1	217	APN 3833-313	1	340	APN 3833-355	5	14	APN 3833-417	11	44	APN 3834-047
1	31	APN 3833-046	1	93	APN 3833-108	1	155	APN 3833-170	1	217	APN 3833-314	1	218	APN 3833-314	1	341	APN 3833-356	6	15	APN 3833-418	11	45	APN 3834-048
1	32	APN 3833-047	1	94	APN 3833-109	1	156	APN 3833-171	1	218	APN 3833-315	1	219	APN 3833-315	1	342	APN 3833-357	6	16	APN 3833-419	11	46	APN 3834-049
1	33	APN 3833-048	1	95	APN 3833-110	1	157	APN 3833-172	1	219	APN 3833-316	1	220	APN 3833-316	1	343	APN 3833-358	6	17	APN 3833-420	11	47	APN 3834-050
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1	35	APN 3833-050	1	97	APN 3833-112	1	159	APN 3833-174	1	221	APN 3833-318	1	222	APN 3833-318	1	345	APN 3833-360	7	19	APN 3833-422	11	49	APN 3834-052
1	36	APN 3833-051	1	98	APN 3833-113	1	160	APN 3833-175	1	222	APN 3833-319	1	223	APN 3833-319	1	346	APN 3833-361	7	20	APN 3833-423	11	50	APN 3834-053
1	37	APN 3833-052	1	99	APN 3833-114	1	161	APN 3833-176	1	223	APN 3833-320	1	224	APN 3833-320	1	347	APN 3833-362	7	21	APN 3833-424	11	51	APN 3834-054
1	38	APN 3833-053	1	100	APN 3833-115	1	162	APN 3833-177	1	224	APN 3833-321	1	225	APN 3833-321	1	348	APN 3833-363	8	22	APN 3833-425	11	52	APN 3834-055
1	39	APN 3833-054	1	101	APN 3833-116	1	163	APN 3833-178	1	225	APN 3833-322	1	226	APN 3833-322	1	349	APN 3833-364	8	23	APN 3833-426	11	53	APN 3834-056
1	40	APN 3833-055	1	102	APN 3833-117	1	164	APN 3833-179	1	226	APN 3833-323	1	227	APN 3833-323	1	350	APN 3833-365	8	24	APN 3833-427	11	54	APN 3834-057
1	41	APN 3833-056	1	103	APN 3833-118	1	165	APN 3833-180	1	227	APN 3833-324	1	228	APN 3833-324	1	351	APN 3833-366	8	25	APN 3833-428	11	55	APN 3834-058
1	42	APN 3833-057	1	104	APN 3833-119	1	166	APN 3833-181	1	228	APN 3833-325	1	229	APN 3833-325	1	352	APN 3833-367	9	26	APN 3833-429	11	56	APN 3834-059
1	43	APN 3833-058	1	105	APN 3833-120	1	167	APN 3833-182	1	229	APN 3833-326	1	230	APN 3833-326	1	353	APN 3833-368	9	27	APN 3833-430	11	57	APN 3834-060
1	44	APN 3833-059	1	106	APN 3833-121	1	168	APN 3833-183	1	230	APN 3833-327	1	231	APN 3833-327	1	354	APN 3833-369	9	28	APN 3833-431	11	58	APN 3834-061
1	45	APN 3833-060	1	107	APN 3833-122	1	169	APN 3833-184	1	231	APN 3833-328	1	232	APN 3833-328	1	355	APN 3833-370	9	29	APN 3833-432	11	59	APN 3834-062
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1	47	APN 3833-062	1	109	APN 3833-124	1	171	APN 3833-186	1	233	APN 3833-330	1	234	APN 3833-330	1	357	APN 3833-372	10	31	APN 3833-434	11	61	APN 3834-064
1	48	APN 3833-063	1	110	APN 3833-125	1	172	APN 3833-187	1	234	APN 3833-331	1	235	APN 3833-331	1	358	APN 3833-373	10	32	APN 3833-435	11	62	APN 3834-065
1	49	APN 3833-064	1	111	APN 3833-126	1	173	APN 3833-188	1	235	APN 3833-332	1	236	APN 3833-332	1	359	APN 3833-374	11	1	APN 3834-004	11	63	APN 3834-066
1	50	APN 3833-065	1	112	APN 3833-127	1	174	APN 3833-189	1	236	APN 3833-333	1	237	APN 3833-333	1	360	APN 3833-375	11	2	APN 3834-005	11	64	APN 3834-067
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