

File No. 160009

Committee Item No. 4
Board Item No. 7

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date February 10, 2016

Board of Supervisors Meeting

Date February 23, 2016

Cmte Board

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Completed by: Linda Wong Date February 5, 2016
Completed by: Linda Wong Date February 11, 2016

1 [Real Property Acquisition - Easements from John Daly Boulevard Associates, L.P., Monarch
2 Ventures, L.P., and Wilbak Investments, L.P. - Regional Groundwater Storage and Recovery
3 Project, San Mateo County - \$78,185]

4 **Resolution approving and authorizing the acquisition of one temporary construction**
5 **easement, two permanent surface access easements and one permanent subsurface**
6 **easement for water utility purposes from John Daly Boulevard Associates, L.P., a**
7 **California limited partnership, Monarch Ventures, L.P., a California limited partnership,**
8 **and Wilbak Investments, L.P., a California limited partnership for \$78,185 to be used by**
9 **the City and County of San Francisco under the Water System Improvement Program**
10 **for the access, installation, modification, removal, inspection, maintenance, repair,**
11 **replacement, periodic scheduled maintenance, emergency repairs, and construction of**
12 **the project known as the Regional Groundwater Storage and Recovery Project, Project**
13 **No. CUW30103; adopting findings under the California Environmental Quality Act;**
14 **adopting findings that the conveyance is consistent with the General Plan, and the**
15 **eight priority policies of Planning Code, Section 101.1; and approving the Agreement**
16 **and authorizing the Director of Property and/or the San Francisco Public Utilities**
17 **Commission General Manager to execute documents, make certain modifications, and**
18 **take certain actions in furtherance of this Resolution, as defined herein.**

19
20 WHEREAS, The San Francisco Public Utilities Commission ("SFPUC") has developed
21 and approved the Regional Groundwater Storage and Recovery Project ("Project"), Project
22 No. CUW30103, a water infrastructure project included as part of the Water System
23 Improvement Program ("WSIP"), with the primary purpose of providing additional dry-year
24 regional water supply capacity; and
25

1 WHEREAS, The Project is located in the County of San Mateo and its completion
2 would help the SFPUC achieve the WSIP Level of Service goal for Water Supply adopted by
3 the SFPUC in Resolution No. 08-200; and

4 WHEREAS, The specific objectives of the Project are to conjunctively manage the
5 South Westside Groundwater Basin through the coordinated use of SFPUC surface water
6 and groundwater pumped by the City of Daly City, the City of San Bruno, and the California
7 Water Service Company ("Participating Pumpers") to provide supplemental SFPUC surface
8 water to the Participating Pumpers in normal and wet years, resulting in a corresponding
9 reduction of groundwater pumping, which then allows for in-lieu recharge of the South
10 Westside Groundwater Basin to increase the dry-year and emergency pumping capacity of
11 the South Westside Groundwater Basin by up to an average annual volume of 7.2 million
12 gallons per day and provide a new dry-year groundwater supply for SFPUC customers and
13 increase water supply reliability during a multi-year drought cycle; and

14 WHEREAS, An Environmental Impact Report ("EIR") as required by the California
15 Environmental Quality Act ("CEQA") was prepared for the Project by the San Francisco
16 Planning Department, File No. 2008.1396E; and

17 WHEREAS, The San Francisco Planning Commission on August 7, 2014, 1)
18 certified the FEIR for the Project by Motion No. M-19209; 2) adopted findings under CEQA,
19 including the adoption of a Mitigation Monitoring and Reporting Program ("MMRP") and a
20 statement of overriding considerations ("CEQA Findings") by Motion No. M-19210; and 3)
21 found the Project consistent with the General Plan, and eight priority policies of Planning
22 Code, Section 101.1 ("General Plan Findings") by Motion No. M-19211, a copy of the
23 motions is on file with the Clerk of the Board of Supervisors under File No. 150616, which is
24 incorporated herein by this reference; and
25

1 WHEREAS, The Project requires that the City acquire one (1) temporary construction
2 easement, two (2) permanent subsurface access easements, (1) subsurface access
3 easement for water utility purposes (collectively, the "Easements") over, in, under and across
4 portions of that real property owned by the John Daly Boulevard Associates, L.P., a California
5 limited partnership, Monarch Ventures, L.P., a California limited partnership and Wilbak
6 Investments, L.P., a California limited partnership ("Grantor") located in the City of Daly City in
7 San Mateo County, CA; and

8 WHEREAS, On August 12, 2014, by SFPUC Resolution No. 14-0127, a copy of
9 which is on file with the Clerk of the Board of Supervisors under File No. 140945, which is
10 incorporated herein by this reference, adopted CEQA Findings and approved the proposed
11 acquisition of the Easements by authorizing the SFPUC General Manager and/or the
12 Director of Property through consultation with the Office of the City Attorney, following
13 Board of Supervisors approval of the acquisition of the Easements, to accept and execute
14 final agreements, and any other related documents necessary to consummate the
15 transactions contemplated therein; and

16 WHEREAS, The Board of Supervisors on October 28, 2014, approved Resolution
17 No. 400-14, which included the adoption of CEQA Findings and the adoption of the San
18 Francisco Planning Commission's General Plan Findings for the Project; a copy of which is
19 on file with the Clerk of Board of Supervisors under File No. 140945, which is incorporated
20 herein by this reference; and

21 WHEREAS, SFPUC staff, through consultation with the Director of Property and the
22 Office of the City Attorney, have negotiated with the Grantor the proposed terms and
23 conditions of City's acquisition of the Easements as set forth in the form of an Agreement
24 for Purchase and Sale of Real Estate ("Agreement"), between City, as Grantee, and
25 Grantor, a copy of which is on file with the Clerk of the Board of Supervisors under File No.

1 160009, which is incorporated herein by reference and is considered part of the record
2 before this Board; and

3 WHEREAS, The Project files, including SFPUC Resolution Nos. 08-200 and 14-0127
4 and San Francisco Planning Department File No. 2008.1396E have been made available for
5 review by the Board of Supervisors and the public, and those files are considered part of the
6 record before this Board; and

7 WHEREAS, The Board of Supervisors has reviewed and considered the information
8 contained in the FEIR, and the CEQA Findings, including all written and oral information
9 provided by the Planning Department, the public, relevant public agencies, the SFPUC and
10 other experts and the administrative files for the Project; now, therefore, be it

11 RESOLVED, The Board of Supervisors, having reviewed and considered the FEIR
12 and record as a whole, finds that the proposed Agreement is within the scope of the project
13 analyzed in the FEIR and previously approved by the San Francisco Planning Commission,
14 the SFPUC, and the Board of Supervisors; and, be it

15 FURTHER RESOLVED, The Board finds that the FEIR is adequate for its use as the
16 decision-making body for approval of the Agreement and hereby incorporates by reference
17 the CEQA Findings made in Resolution No. 400-14, Board of Supervisors File No. 140945
18 concerning the Project; and, be it

19 FURTHER RESOLVED, The Board further finds that since the FEIR was finalized,
20 there have been no substantial project changes and no substantial changes in project
21 circumstances that would require major revisions to the FEIR due to the involvement of
22 new significant environmental effects or an increase in the severity of previously identified
23 significant impacts, and there is no new information of substantial importance that would
24 change the conclusions set forth in the FEIR; and, be it

25

1 FURTHER RESOLVED, The Board of Supervisors hereby incorporates by reference
2 the General Plan Findings made in Resolution No. 400-14, Board of Supervisors File No.
3 140945 concerning the Project; and, be it

4 FURTHER RESOLVED, That in accordance with the recommendations of the Public
5 Utilities Commission and the Director of Property, the Board of Supervisors hereby
6 approves the Agreement and the transaction contemplated thereby in substantially the form
7 of such instrument presented to this Board; and, be it

8 FURTHER RESOLVED, That the Board of Supervisors ratifies the Agreement and
9 authorizes the Director of Property and/or the SFPUC's General Manager to enter into any
10 additions, amendments, or other modifications to the Agreement (including, without
11 limitation, the attached exhibits) that the Director of Property and/or the SFPUC's General
12 Manager determines are in the best interest of the City, that do not materially increase the
13 obligations or liabilities of the City, and are necessary or advisable to complete the
14 transaction contemplated in the Agreement and effectuate the purpose and intent of this
15 resolution, such determination to be conclusively evidenced by the execution and delivery
16 by the Director of Property of the Agreement and any amendments thereto; and, be it

17 FURTHER RESOLVED, That the Director of Property is hereby authorized and
18 urged, in the name and on behalf of the City and County, to execute and deliver the
19 Agreement with Grantor upon the closing in accordance with the terms and conditions of
20 the Agreement, and to take any and all steps (including, but not limited to, the execution
21 and delivery of any and all certificates, agreements, notices, consents, escrow instructions,
22 closing documents, and other instruments or documents) as the Director of Property deems
23 necessary or appropriate in order to consummate the acquisition of the Easements
24 pursuant to the Agreement, or to otherwise effectuate the purpose and intent of this
25

1 resolution, such determination to be conclusively evidenced by the execution and delivery
2 by the Director of Property of any such documents.

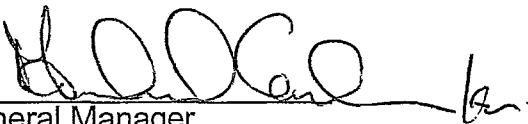
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9 \$78,185.00 available
Index Code: 730150

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12 Controller

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14 RECOMMENDED:

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16 Director of Property
17 Real Estate Division

18 RECOMMENDED:

19 
20 General Manager
21 San Francisco Public Utilities Commission
22
23
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Item 4 File 16-0009	Department: Public Utilities Commission (PUC)
EXECUTIVE SUMMARY	
<p>Legislative Objectives</p> <ul style="list-style-type: none"> • The proposed resolution would (1) approve a Purchase and Sale Agreement for the City and County of San Francisco to acquire four easements (Easements) located in San Mateo County from the Joint Partnership of John Daly Boulevard Associates, LP, Monarch Ventures, LP, and Wilbak Investments, LP (Joint Partnership) for \$78,185 to be used for the San Francisco Public Utilities Commission's (SFPUC) Regional Groundwater Storage and Recovery Project; (2) adopt findings under the California Environmental Quality Act (CEQA); and (3) adopt findings that the purchase of the Easements is consistent with the City's General Plan and the eight priority policies of San Francisco Planning Code, Section 101.1. <p>Key Points</p> <ul style="list-style-type: none"> • In 2012, the SFPUC initiated the Regional Groundwater Storage and Recovery Project (Project). The Project consists of the construction of 16 groundwater wells and well stations with total capacity of 7.2 million gallons of water to be used as a regional dry-year water supply. • Construction for the Project requires that the City and County of San Francisco acquire Easements across portions of property located in San Mateo County, which are owned by the Joint Partnership. <p>Fiscal Impact</p> <ul style="list-style-type: none"> • Under the Purchase and Sale Agreement, the City would purchase four easements containing a total of 29,751 square feet from the Joint Partnership, including one temporary construction easement, two permanent surface access easements, and one subsurface access easement for water utilities, at a total cost of \$78,185. <p>Recommendation</p> <ul style="list-style-type: none"> • Approve the proposed resolution. 	

MANDATE STATEMENT

Administrative Code Section 23.4 provides that acquisitions of real property are subject to Board of Supervisors approval.

BACKGROUNDGroundwater Storage and Recovery Project

In 2012, the San Francisco Public Utilities Commission (SFPUC) initiated the Regional Groundwater Storage and Recovery Project (Project). The Project consists of the construction of 16 groundwater wells and well stations with total capacity of 7.2 million gallons of water to be used as a regional dry-year water supply. The wells will connect the SFPUC's water transition system to the water systems of Daly City, the City of San Bruno and the California Water Service Company. The estimated Project cost is \$133,580,000, and is scheduled to be completed in July 2018. The Project is part of the SFPUC's Water System Improvement Program (WSIP), a \$4.8 billion program to repair, replace, and seismically upgrade SFPUC's water infrastructure.

The Board of Supervisors previously appropriated \$113,580,000 in Water Revenue Bonds for the Project.¹ In October 2014, the Board of Supervisors adopted findings related to the California Environmental Quality Act (CEQA) and the San Francisco Planning Commission's General Plan findings for the Project (File No. 14-0945).

Acquisition of Easements

Construction for the Project requires that the City and County of San Francisco acquire four easements (Easements) across portions of property located in San Mateo County, which are owned by the joint partnership of John Daly Boulevard Associates, LP, Monarch Ventures, LP, and Wilbak Investments, LP (Joint Partnership). The property on which the easements are located is currently in use as a high-density apartment complex. The Real Estate Division retained Associated Right of Way Services, Inc. to appraise the acquisition of the Easements. Associated Right of Way Services, Inc. is a consulting firm specializing in acquisition of property for public projects. On August 12, 2014, the SFPUC approved the proposed acquisition of the Easements.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would (1) approve a Purchase and Sale Agreement for the City and County of San Francisco to acquire four Easements located in San Mateo County from the joint partnership named above for \$78,185 to be used for the SFPUC's Regional Groundwater Storage and Recovery Project; (2) adopt findings under the California Environmental Quality Act

¹ Files 10-0337, 11-1031, 13-0483 appropriated funds for the Project, and additional monies were funded from previous WSIP appropriations in files 92-10, 104-03, 65-04, 54-05, 196-05, 89-06, 22-07, 53-08, 247-08, 311-08, 37-09, and 230-11.

(CEQA); and (3) adopt findings that the purchase of the Easements is consistent with the City's General Plan and the eight priority policies of San Francisco Planning Code, Section 101.1.²

CEQA Findings and City's General Plan

The Board of Supervisors adopted CEQA findings and the San Francisco Planning Commission's General Plan Findings for the Project in October 2014. The proposed resolution would find that the acquisition of the Easements is within the scope of the Project analyzed in the CEQA findings and the Planning Commission's findings that the Project is consistent with the City's General Plan and Planning Code.

FISCAL IMPACT

Under the Purchase and Sale Agreement, the City would purchase four easements containing a total of 29,751 square feet from the Joint Partnership, including one temporary construction easement, two permanent surface access easements, and one subsurface access easement for water utilities, at a total cost of \$78,185.³ The easements were appraised by Associated Right of Way Services to have a value of \$38,185. However, because construction at the subject property would be disruptive to the Joint Partnership's tenants, the SFPUC agreed with the Joint Partnership, based on a negotiation, to pay an additional \$40,000 to the appraised value, thus making the total amount of the purchase of the easements \$78,185.⁴ The total cost to purchase the easements from the Joint Partnership of \$78,185 is shown in Table 1 below.

² The Eight Priorities of City Planning Code Section 101.1 include: (1) existing neighborhood-serving retail uses be preserved and enhanced, and future opportunities for resident employment in and ownership of such businesses enhanced; (2) existing housing and neighborhood character be conserved and protected in order to preserve the cultural and economic diversity of our neighborhoods; (3) the City's supply of affordable housing be preserved and enhanced; (4) commuter traffic not impede Muni transit service or overburden our streets or neighborhood parking; (5) a diverse economic base be maintained by protecting our industrial and service sectors from displacement due to commercial office development, and that future opportunities for resident employment and ownership in these sectors be enhanced; (6) the City achieve the greatest possible preparedness to protect against injury and loss of life in an earthquake; (7) landmarks and historic buildings be preserved; and (8) parks and open space and their access to sunlight and vistas be protected from development.

³ The appraisal value was determined by comparing seven sales of similar properties throughout the Bay Area. The price for these sales ranged from \$50.03 to \$112.73 per square foot. Value of the subject property was determined to be \$70 per square foot at its highest and best use. However, the subject property is currently used as high-density residential development, which limits its future use, thus reducing its value to an average price of \$2.63 per square foot.

⁴ According to Mr. Brian Morelli, Right of Way Manager at SFPUC, the SFPUC agreed to a negotiated settlement with the Joint Partnership because if an agreement for the easements was not reached, then the SFPUC would have to commence a condemnation action which could potentially lead to a more costly settlement.

Table 1: Purchase of Easements

Easement	Square Feet	Approximate Price per Square Foot	Amount
Temporary Construction Easement	705	\$10.46	\$7,373
Permanent Surface Access Easements	28,896	0.70	27,137
Subsurface Access Easement	150	24.50	3,675
Negotiated Price for Construction Use			40,000
Total	29,751	\$2.63*	\$78,185

*Average per square foot cost

Funding of the \$78,185 for the purchase of the easements was previously appropriated by the Board of Supervisors under the SFPUC's Water System Improvement Program.

The temporary construction easement expires after nine months, and the SFPUC has the option to extend the term for an additional six months on a month-to-month basis, for a total term of fifteen months. SFPUC will continue to pay the same rate for the easement during the extension period. Mr. Carlos Jacobo, Budget Director for SFPUC, states that the SFPUC has sufficient budgeted funds for any additional cost to extend the term for the construction easement.

RECOMMENDATION

Approve the proposed resolution.



RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO

2015 DEC 30 PM 3:47



Edwin M. Lee, Mayor
Naomi M. Kelly, City Administrator

John Updike
Director of Real Estate

December 29, 2015

Regional Groundwater Storage
and Recovery Project
Easement Acquisition

Through Naomi Kelly, City Administrator

Honorable Board of Supervisors
City & County of San Francisco
City Hall, Room 244
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

Dear Board Members:

Enclosed for your consideration is a Resolution authorizing an agreement for purchase and sale of real estate between the City and County of San Francisco on behalf of the San Francisco Public Utilities Commission (SFPUC) and John Daly Boulevard Associates, L.P., Monarch Ventures, L.P. and Wilback Investments, L.P., to acquire two permanent surface access easements and one temporary construction easement and one permanent subsurface easement for Seventy-Eight Thousand One Hundred and Eighty-Five Dollars (\$78,185.00). The acquisition is necessary to facilitate the SFPUC's Regional Groundwater Storage and Recovery Project. Through this proposed legislation, we are asking that the Board of Supervisors:

1. Approve and authorize the acquisition of the easements.
2. Re-adopts and incorporates findings under the California Environmental Quality Act ("CEQA"), which were previously adopted by the Board of Supervisors last fall;
3. Re-adopts and incorporates findings that the conveyance of the easements is consistent with the City's General Plan and eight priority policies of City Planning Code Section 101.1 which, were previously adopted by the Board last fall;
4. Approve the Purchase and Sale Agreement and authorize the Director of Property and/or SFPUC General Manager to execute documents, make certain modifications, and take certain actions in furtherance of the resolution.

Should you have any questions or need additional information, do not hesitate to call Marta Bayol of our office at 554-9865

Respectfully,

A handwritten signature in black ink, appearing to read 'John Updike', with a long horizontal line extending to the right.

John Updike
Director of Real Estate

cc: Naomi Kelly, City Administrator

w/ Resolution;
Brian Morelli, SFPUC

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 08-0200

WHEREAS, the San Francisco Public Utilities Commission approved and adopted a Long-Term Strategic Plan for Capital Improvements, a Long-Range Financial Plan, and a Capital Improvement Program on May 28, 2002 under Resolution No. 02-0101; and

WHEREAS, the San Francisco Public Utilities Commission determined the need for the Water System Improvement Program (WSIP) to address water system deficiencies including aging infrastructure, exposure to seismic and other hazards, maintaining water quality, improving asset management and delivery reliability, and meeting customer demands; and

WHEREAS, Propositions A and E passed in November 2002 by San Francisco voters and Assembly Bill No. 1823 was also approved in 2002 requiring the City and County of San Francisco to adopt a capital improvement program designed to restore and improve the regional water system; and

WHEREAS, the San Francisco Public Utilities Commission staff developed a variant to the WSIP referred to as the Phased WSIP; and

WHEREAS, the two fundamental principles of the program are 1) maintaining a clean, unfiltered water source from the Hetch Hetchy system, and 2) maintaining a gravity-driven system; and

WHEREAS, the overall goals of the Phased WSIP for the regional water system include 1) Maintaining high-quality water and a gravity-driven system, 2) Reducing vulnerability to earthquakes, 3) Increasing delivery reliability, 4) Meeting customer water supply needs, 5) Enhancing sustainability, and 6) Achieving a cost-effective, fully operational system; and

WHEREAS, on October 30, 2008, the Planning Commission reviewed and considered the Final Program Environmental Impact Report (PEIR) in Planning Department File No. 2005.0159E, consisting of the Draft PEIR and the Comments and Responses document, and found that the contents of said report and the procedures through which the Final PEIR was prepared, publicized and reviewed complied with the provisions of the California Environmental Quality Act (CEQA), the CEQA Guidelines and Chapter 31 of the San Francisco Administrative Code ("Chapter 31") and found further that the Final PEIR reflects the independent judgment and analysis of the City and County of San Francisco, is adequate, accurate and objective, and that the Comments and Responses document contains no significant revisions to the Draft PEIR, and certified the completion of said Final PEIR in compliance with CEQA, the CEQA Guidelines and Chapter 31 in its Motion No. 17734; and

WHEREAS, this Commission has reviewed and considered the information contained in the Final PEIR, all written and oral information provided by the Planning

Department, the public, relevant public agencies, SFPUC and other experts and the administrative files for the WSIP and the PEIR; and

WHEREAS, the WSIP and Final PEIR files have been made available for review by the San Francisco Public Utilities Commission and the public, and those files are part of the record before this Commission; and

WHEREAS, San Francisco Public Utilities Commission staff prepared proposed findings, as required by CEQA, (CEQA Findings) and a proposed Mitigation, Monitoring and Reporting Program (MMRP), which material was made available to the public and the Commission for the Commission's review, consideration and action; and

WHEREAS, the Phased WSIP includes the following program elements: 1) full implementation of all WSIP facility improvement projects; 2) water supply delivery to regional water system customers through 2018; 3) water supply sources (265 million gallons per day (mgd) average annual from SFPUC watersheds, 10 mgd conservation, recycled water, groundwater in San Francisco, and 10 mgd conservation, recycled water, groundwater in the wholesale service area); 4) dry-year water transfers coupled with the Westside Groundwater Basin Conjunctive Use project to ensure drought reliability; 5) re-evaluation of 2030 demand projections, regional water system purchase requests, and water supply options by 2018 and a separate SFPUC decision by 2018 regarding water deliveries after 2018; and, 6) provision of financial incentives to limit water sales to an average annual 265 mgd from the SFPUC watersheds through 2018; and

WHEREAS, the SFPUC staff has recommended that this Commission make a water supply decision only through 2018, limiting water sales from the SFPUC watersheds to an average annual of 265 mgd; and

WHEREAS, before 2018, the SFPUC would engage in a new planning process to re-evaluate water system demands and water supply options. As part of the process, the City would conduct additional environmental studies and CEQA review as appropriate to address the SFPUC's recommendation regarding water supply and proposed water system deliveries after 2018; and

WHEREAS, by 2018, this Commission will consider and evaluate a long-term water supply decision that contemplates deliveries beyond 2018 through a public process; and

WHEREAS, the SFPUC must consider current needs as well as possible future changes, and design a system that achieves a balance among the numerous objectives, functions and risks a water supplier must face, including possible increased demand in the future; now, therefore, be it

RESOLVED, this Commission hereby adopts the CEQA Findings, including the Statement of Overriding Considerations, attached to this Resolution as Attachment A and incorporated herein as part of this Resolution by this reference thereto, and adopts the Mitigation Monitoring and Reporting Program attached to this Resolution as Attachment B and incorporated herein as part of this Resolution by this reference thereto; and, be it

FURTHER RESOLVED, this Commission hereby approves a water system improvement program that would limit sales to an average annual of 265 mgd from the watersheds through 2018, and the SFPUC and the wholesale customers would

collectively develop 20 mgd in conservation, recycled water, and groundwater to meet demand in 2018, which includes 10 mgd of conservation, recycled water, and groundwater to be developed by the SFPUC in San Francisco, and 10 mgd to be developed by the wholesale customers in the wholesale service area; and, be it

FURTHER RESOLVED, the San Francisco Public Utilities Commission shall set aggressive water conservation and recycling goals, shall bring short and long-term conservation, recycling, and groundwater programs on line at the earliest possible time, and shall undertake every effort to reduce demand and any further diversion from the San Francisco Public Utilities Commission watersheds; and, be it

FURTHER RESOLVED, San Francisco Public utilities Commission staff shall provide ongoing updates to this Commission about the progress and development of conservation, recycling, and groundwater programs, and shall provide annual figures and projections for water system demands and sales, and provide water supply options; and, be it

FURTHER RESOLVED, As part of the Phased WSIP, this Commission hereby approves implementation of delivery and drought reliability elements of the WSIP, including dry-year water transfers coupled with the Westside Groundwater Basin Conjunctive Use project, which meets the drought-year goal of limiting rationing to no more than 20 percent on a system-wide basis; and, be it

FURTHER RESOLVED, This Commission hereby approves the Phased Water System Improvement Program, which includes seismic and delivery reliability goals that apply to the design of system components to improve seismic and water delivery reliability, meet current and future water quality regulations, provide for additional system conveyance for maintenance and meet water supply reliability goals for year 2018 and possibly beyond; and, be it

FURTHER RESOLVED, This Commission hereby approves the following goals and objectives for the Phased Water System Improvement Program:

Phased WSIP GOALS AND OBJECTIVES

Program Goal	System Performance Objective
Water Quality – <i>maintain high water quality</i>	<ul style="list-style-type: none"> • Design improvements to meet current and foreseeable future federal and state water quality requirements. • Provide clean, unfiltered water originating from Hetch Hetchy Reservoir and filtered water from local watersheds. • Continue to implement watershed protection measures.

Program Goal	System Performance Objective
<i>Seismic Reliability – reduce vulnerability to earthquakes</i>	<ul style="list-style-type: none"> • Design improvements to meet current seismic standards. • Deliver basic service to the three regions in the service area (East/South Bay, Peninsula, and San Francisco) within 24 hours after a major earthquake. Basic service is defined as average winter-month usage, and the performance objective for design of the regional system is 229 mgd. The performance objective is to provide delivery to at least 70 percent of the turnouts in each region, with 104, 44, and 81 mgd delivered to the East/South Bay, Peninsula, and San Francisco, respectively. • Restore facilities to meet average-day demand of up to 300 mgd within 30 days after a major earthquake.
<i>Delivery Reliability – increase delivery reliability and improve ability to maintain the system</i>	<ul style="list-style-type: none"> • Provide operational flexibility to allow planned maintenance shutdown of individual facilities without interrupting customer service. • Provide operational flexibility to minimize the risk of service interruption due to unplanned facility upsets or outages. • Provide operational flexibility and system capacity to replenish local reservoirs as needed. • Meet the estimated average annual demand of up to 300 mgd under the conditions of one planned shutdown of a major facility for maintenance concurrent with one unplanned facility outage due to a natural disaster, emergency, or facility failure/upset.
<i>Water Supply – meet customer water needs in non-drought and drought periods</i>	<ul style="list-style-type: none"> • Meet average annual water demand of 265 mgd from the SFPUC watersheds for retail and wholesale customers during non -drought years for system demands through 2018. • Meet dry-year delivery needs through 2018 while limiting rationing to a maximum 20 percent system-wide reduction in water service during extended droughts. • Diversify water supply options during non-drought and drought periods. • Improve use of new water sources and drought management, including groundwater, recycled water, conservation, and transfers.
<i>Sustainability – enhance sustainability in all system activities</i>	<ul style="list-style-type: none"> • Manage natural resources and physical systems to protect watershed ecosystems. • Meet, at a minimum, all current and anticipated legal requirements for protection of fish and wildlife habitat. • Manage natural resources and physical systems to protect public health and safety
<i>Cost-effectiveness – achieve a cost-effective, fully operational system</i>	<ul style="list-style-type: none"> • Ensure cost-effective use of funds. • Maintain gravity-driven system. • Implement regular inspection and maintenance program for all facilities.

And, be it

FURTHER RESOLVED, This Commission authorizes and directs SFPUC staff to

design and develop WSIP facility improvement projects consistent with the Phased WSIP Goals and Objectives.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of October 30, 2008

Michael Howels

Secretary, Public Utilities Commission

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 14-0127

WHEREAS, San Francisco Public Utilities Commission (SFPUC) staff have developed a project description under the Water System Improvement Program (WSIP) for the improvements to the regional water supply system, otherwise known as Project No. CUW30103, Regional Groundwater Storage and Recovery; and

WHEREAS, The primary objective of the Project is to provide an additional dry-year regional water supply. Specific objectives of the Project are to:

- Conjunctively manage the South Westside Groundwater Basin through the coordinated use of SFPUC surface water and groundwater pumped by the Daly City, San Bruno, and California Water Service Company ("Participating Pumpers");
- Provide supplemental SFPUC surface water to the Participating Pumpers in normal and wet years, resulting in a corresponding reduction of groundwater pumping, which then allows for in-lieu recharge of the South Westside Groundwater Basin;
- Increase the dry-year and emergency pumping capacity of the South Westside Groundwater Basin by up to an average annual volume of 7.2 mgd; and
- Provide a new dry-year groundwater supply for SFPUC customers and increase water supply reliability during the 8.5-year design drought cycle.

WHEREAS, On August 7, 2014, the Planning Commission reviewed and considered the Final Environmental Impact Report (FEIR) in Planning Department File No. 2008.1396E, consisting of the Draft Environmental Impact Report (EIR), the Comments and Responses document and found that the contents of said report and the procedures through which the FEIR was prepared, publicized and reviewed complied with the provisions of the California Environmental Quality Act (CEQA), the CEQA Guidelines and Chapter 31 of the San Francisco Administrative Code and found further that the FEIR reflects the independent judgment and analysis of the City and County of San Francisco, is adequate, accurate and objective, and that the Comments and Responses document contains no significant revisions to the Draft EIR, and certified the completion of said FEIR in compliance with CEQA and the CEQA Guidelines in its Motion Nos. 19209; 192010; 192011; and

WHEREAS, This Commission has reviewed and considered the information contained in the FEIR, all written and oral information provided by the Planning Department, the public, relevant public agencies, SFPUC and other experts and the administrative files for the Project and the EIR; and

WHEREAS, The Project and FEIR files have been made available for review by the SFPUC and the public in File No. 2008.1396E, at 1650 Mission Street, Fourth Floor, San Francisco, California; and those files are part of the record before this Commission; and

WHEREAS, SFPUC staff prepared proposed findings, as required by CEQA, (CEQA Findings) in Attachment A to this Resolution and a proposed Mitigation, Monitoring and Reporting Program (MMRP) in Attachment B to this Resolution, which material was made available to the public and the Commission for the Commission's review, consideration and action; and

WHEREAS, The Project is a capital improvement project approved by this Commission as part of the WSIP; and

WHEREAS, A Final Programmatic EIR (PEIR) was prepared for the WSIP and certified by the Planning Commission on October 30, 2008 by Motion No. 17734; and

WHEREAS, Thereafter, the SFPUC approved the WSIP and adopted findings and a MMRP as required by CEQA on October 30, 2008 by Resolution No. 08-0200; and

WHEREAS, The FEIR prepared for the Project is tiered from the PEIR, as authorized by and in accordance with CEQA; and

WHEREAS, The PEIR has been made available for review by the SFPUC and the public, and is part of the record before this Commission; and

WHEREAS, The SFPUC staff will comply with Government Code Section 7260 et seq. statutory procedures for possible acquisition of interests (temporary or permanent) in the following real property in San Mateo County (1) Assessor's Parcel # 002-410-050 in Daly City, owned by Lake Merced Golf and Country Club, (2) Assessor's Parcels # 002-072-240, -250 and 002-201-650 in Daly City, owned by John Daly Boulevard Associates/West Lake Associates, (3) Assessor's Parcels # 006-111-540 and 006-111-460 in Daly City, owned by Jefferson School District, (4) Assessor's Parcel # 008-421-120 in Colma, owned by TSE Serramonte, (5) Assessor's Parcel's # (unknown) for property owned by BART/SAMTRANS in South San Francisco, (6) Assessor's Parcel # 010-212-100 in South San Francisco, owned by Costco Wholesale Corporation, (7) Assessor's Parcel # 010-292-210 in South San Francisco, owned by Kaiser Foundation Hospitals, (8) Assessor's Parcel # 093-220-010 in Millbrae, leased by OSH/Lowes Corporation, and (9) Assessor's Parcel # 014-320-010 in San Bruno, owned by the U.S. Department of Veterans Affairs. The total combined purchase price for the acquisition of these property interests is estimated to not exceed \$1,500,000; and

WHEREAS, The Project includes work located on the property of the City of South San Francisco, Town of Colma, Lake Merced Golf Club, Jefferson Elementary School District and the Participating Pumpers, and SFPUC staff may seek to enter into Memoranda of Agreement ("MOAs") with these entities, addressing such matters as (a) SFPUC's commitments to restore or replace, pursuant to agreed specifications, certain improvements owned by the respective entities, (b) cooperative procedures and fees relating to local permits, if any, inspections, and communications to the public concerning Project construction, (c) the form of necessary encroachment permits or other property agreements for Project construction, and (d) the parties' respective indemnification and insurance obligations; and

WHEREAS, The Project will require Board of Supervisors approval of Mitigation Agreements with irrigators overlying the South Westside Basin under Charter section 9.118; and

WHEREAS, The Project requires the General Manager to negotiate and execute an Operating Agreement with the Participating Pumpers, and related agreements to carry out the Operating Agreement. The Operating Agreement to be negotiated and executed is substantially in the form attached to this Resolution as Attachment C; and

WHEREAS, The Project MMRP requires the SFPUC to negotiate and execute Mitigation Agreements with Cypress Lawn Memorial Park Cemetery; Eternal Home Cemetery; Hills of Eternity/Home of Peace/Salem Cemeteries; Holy Cross Catholic Cemetery; Italian Cemetery; Olivet Cemetery; and Woodlawn Cemetery in Colma, and the California Golf Club in South San Francisco. The Mitigation Agreements to be negotiated and executed are substantially in the form attached to this Resolution as Attachment D; and

WHEREAS, The Project MMRP requires the SFPUC to 1) negotiate and execute an amendment to the 2009 Water Supply Agreement (WSA) with the SFPUC's wholesale water customers regarding delivery of replacement water from the Regional Water System as an interim mitigation action to irrigators overlying the South Westside Basin; and 2) negotiate and execute a wheeling agreement with California Water Service Company for delivery of replacement water to irrigators overlying the South Westside Basin as an interim mitigation action; and

WHEREAS, Implementation of the Project mitigation measures will involve consultation with, or required approvals by, state regulatory agencies, including but not limited to the following: California Department of Health, San Francisco Bay Regional Water Quality Control Board, State Water Resources Control Board, Bay Area Air Quality Management District, State Historic Preservation Officer, and California Department of Fish and Game; and

WHEREAS, The Project may require the SFPUC General Manager to apply for and execute various necessary permits, encroachment permits, or other approvals with, including but not limited to, the California Department of Transportation; County of San Mateo; Town of Colma, and cities of Daly City, Millbrae, San Bruno, and South San Francisco, and those permits shall be consistent with SFPUC existing fee or easement interests, where applicable, and will include terms and conditions including, but not limited to, maintenance, repair and relocation of improvements and possibly indemnity obligations; now, therefore, be it

RESOLVED, This Commission has reviewed and considered the FEIR, finds that the FEIR is adequate for its use as the decision-making body for the actions taken herein, and hereby adopts the CEQA Findings, including the Statement of Overriding Considerations, attached hereto as Attachment A and incorporated herein as part of this Resolution by this reference thereto, and adopts the MMRP attached to this Resolution as Attachment B and incorporated herein as part of this Resolution by this reference thereto, and authorizes a request to the Board of Supervisors to adopt the same CEQA Findings, Statement of Overriding Considerations and MMRP; and be it

FURTHER RESOLVED, That this Commission hereby approves Project No. CUW30103, Regional Groundwater Storage and Recovery Project and authorizes staff to proceed with actions necessary to implement the Project consistent with this Resolution, including advertising for construction bids, provided, however, that staff will return to seek Commission approval for award of the construction contract; and be it

FURTHER RESOLVED, That this Commission hereby authorizes the SFPUC General Manager and/or the Director of Real Estate to undertake the process, in compliance with Government Code Section 7260 et seq., with the San Francisco Charter and all applicable laws, for possible acquisition of interests (temporary or permanent) in the following real property in San Mateo County (1) Assessor's Parcel # 002-410-050 in Daly City, owned by Lake Merced Golf and Country Club, (2) Assessor's Parcels # 002-072-240, -250 and 002-201-650 in Daly City, owned by West Lake Associates/John Daly Blvd. Assoc, (3) Assessor's Parcels # 006-111-540 and 006-111-460 in Daly City, owned by Jefferson Elementary School District, (4) Assessor's Parcel # 008-421-120 in Colma, owned by TSE Serramonte, L.P. and leased by Kohl's Department Store, (5) Assessor's Parcels (unknown) for property owned by BART/SAMTRANS in South San Francisco, (6) Assessor's Parcel # 010-212-100 in South San Francisco, owned by Costco Wholesale Corporation, (7) Assessor's Parcel # 093-331-080 in South San Francisco, owned by the City of South San Francisco, (8) Assessor's Parcel # 010-292-210 in South San Francisco, owned by Kaiser Foundation Hospitals, (9) Assessor's Parcel # 093-220-010 in Millbrae, leased by OSH/Lowes Corporation, and (10) Assessor's Parcel # 014-320-010 in San Bruno, owned by the U.S.A., and to seek Board of Supervisors' approval if necessary, and provided that any necessary Board approval has been obtained, to accept and execute final agreements, and any other related documents necessary to consummate the transactions contemplated therein, in such form, approved by the City Attorney; and be it

FURTHER RESOLVED, The General Manager will confer with the Commission during the negotiation process on real estate agreements as necessary, and report to the Commission on all agreements submitted to the Board of Supervisors for approval; and be it

FURTHER RESOLVED, That this Commission hereby authorizes the General Manager to negotiate and execute Memoranda of Agreement, if necessary, to perform work on the property of the City of South San Francisco, Town of Colma, Lake Merced Golf Club, Jefferson Elementary School District and the Participating Pumpers (collectively the "Project MOAs") in a form that the General Manager determines is in the public interest and is acceptable, necessary, and advisable to effectuate the purposes and intent of this Resolution, and in compliance with the Charter and all applicable laws, and approved as to form by the City Attorney. The Project MOAs may address such matters as (a) SFPUC's commitments to restore or replace, pursuant to agreed specifications, certain improvements owned by the respective local jurisdictions, (b) cooperative procedures and fees relating to local permits, inspections, and communications to the public concerning Project construction, (c) the form of necessary encroachment permits or other property licenses required to permit Project construction, and (d) the parties' respective indemnification and insurance obligations, subject to the San Francisco Risk Manager's approval; and be it

FURTHER RESOLVED, That this Commission hereby authorizes the SFPUC General Manager to seek Board of Supervisors approval for the Controller's release of reserve for the Project; and be it

FURTHER RESOLVED, That this Commission hereby authorizes the SFPUC General Manager to negotiate and execute an Operating Agreement with the City of Daly City, the City of San Bruno, and California Water Service Company, substantially in the form attached to this Resolution as Attachment C, along with more detailed site specific agreements for the operation of Project wells by the Participating Pumpers and the shared use of facilities owned by the Participating Pumpers for water treatment and distribution, as contemplated by the Operating Agreement; and be it

FURTHER RESOLVED, That this Commission hereby authorizes the SFPUC General Manager to negotiate and execute Mitigation Agreements with Cypress Lawn Memorial Park Cemetery; Eternal Home Cemetery; Hills of Eternity/Home of Peace/Salem Cemeteries; Holy Cross Catholic Cemetery; Italian Cemetery; Olivet Cemetery; and Woodlawn Cemetery in Colma, and the California Golf Club in South San Francisco substantially in the forms attached to this Resolution as Attachment D, and to seek Board of Supervisors approval of the Mitigation Agreements under Charter Section 9.118, along with the approval of the settlement of any CEQA appeals filed by these irrigators based on the terms of the Mitigation Agreements; and be it

FURTHER RESOLVED, That this Commission authorizes the General Manager, or his designee, to consult with, or apply for, and, if necessary, seek Board of Supervisors' approval, and if approved, to accept and execute permits or required approvals by state regulatory agencies, including but not limited to, the California Department of Public Health, the Regional Water Quality Control Board, the State Water Resources Control Board, the Bay Area Air Quality Management District, the State Historic Preservation Officer, and the California Department of Fish and Wildlife, including terms and conditions that are within the lawful authority of the agency to impose, in the public interest, and, in the judgment of the General Manager, in consultation with the City Attorney, are reasonable and appropriate for the scope and duration of the requested permit or approval, as necessary for the Project; and be it

FURTHER RESOLVED, That this Commission authorizes the General Manager, or his designee, to apply for and execute various necessary permits and encroachment permits or other approvals with, including but not limited to, the California Department of Transportation; County of San Mateo; Town of Colma; and the cities of Daly City, Millbrae, San Bruno, and South San Francisco, which permits or approvals shall be consistent with SFPUC's existing fee or easement interests, where applicable. To the extent that the terms and conditions of the permits will require SFPUC to indemnify the respective jurisdictions, those indemnity obligations are subject to review and approval by the San Francisco Risk Manager. The General Manager is authorized to agree to such terms and conditions, including but not limited to those relating to maintenance, repair and relocation of improvements, that are in the public interest, and in the judgment of the General Manager, in consultation with the City Attorney, are reasonable and appropriate for the scope and duration of the requested use as necessary for the Project; and be it

FURTHER RESOLVED, That this Commission authorizes the General Manager to work with the Director of Real Estate to seek Board approval if necessary, and provided any necessary Board approval is obtained, to accept and execute the real property agreements authorized herein; and be it

FURTHER RESOLVED, That this Commission authorizes the General Manager, or his designee, to enter into any subsequent additions, amendments or other modifications to the permits, licenses, encroachment removal agreements, leases, easements, other Use Instruments or real property agreements, Operating Agreements, and Mitigation Agreements or amendments thereto, as described herein, that the General Manager, in consultation with the Real Estate Services director and the City Attorney, determines are in the best interests of the SFPUC and the City, do not materially decrease the benefits to the SFPUC or the City, and do not materially increase the obligations or liabilities of the SFPUC or the City, such determination to be conclusively evidenced by the execution and delivery of any such additions, amendments, or other modifications.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of August 12, 2014.



Secretary, Public Utilities Commission

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

by and between

JOHN DALY BOULEVARD ASSOCIATES, L.P., a California limited partnership;
MONARCH VENTURES, L.P. a California limited partnership, and
WILBAK INVESTMENTS, L.P., a California limited partnership

as Seller

and.

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation

as Buyer

For the purchase and sale of

One temporary construction easement, two permanent surface access easements,
and one permanent subsurface easement across, in, and upon parcels of real property
located in the City of Daly City, County of San Mateo, State of California

October 25, 2015 .

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LIST OF EXHIBITS

- EXHIBIT A** Easement Deed for Permanent Water Utility Easement designated in this Agreement as the WUE 2C Easement, with attached legal description, and depiction, of Easement Area to be conveyed thereby.
- EXHIBIT B** Easement Deed for Permanent Access Road Easement designated in this Agreement as the AE 2A Easement, with attached legal description, and depiction, of Easement Area to be conveyed thereby.
- EXHIBIT C** Easement Deed for Permanent Access Road Easement designated in this Agreement as the AE 3A Easement, with attached legal description, and depiction, of Easement Area to be conveyed thereby.
- EXHIBIT D** Easement Deed for Temporary Construction Easement designated in this Agreement as the TCE 3B Easement, with attached legal description, and depiction, of Easement Area to be conveyed thereby.
- EXHIBIT E** Preliminary Title Report for portion of Poncetta Parcel that is designated by the County of San Mateo as APN 002-072-250, which parcel will be subject to the AE 2A Easement (Permanent Access Road Easement).

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE (this "Agreement") dated for reference purposes only as of October 25, 2015, is by and among JOHN DALY BOULEVARD ASSOCIATES, L.P., a California limited partnership ("JDBA"); MONARCH VENTURES, L.P. a California limited partnership ("MV"); and WILBAK INVESTMENTS, L.P., a California limited partnership ("WI"), (JDBA, MV, and WI are sometimes referred to collectively in this Agreement as "Seller"), and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City").

RECITALS

- A. Seller owns three parcels of real property: two parcels located at 15 & 45 Poncetta Drive, Daly City, California 94015 and commonly known as Assessor's Parcels 002-072-240 and 002-072-250 (the **Poncetta Parcel**) and the other located at 5 Coronado Avenue, Daly City, California 94105 and commonly known as Assessor's Parcel 002-201-650 (the **Coronado Parcel**). The Poncetta Parcel and the Coronado Parcel are sometimes collectively referred to in this Agreement as the **"Seller's Property."**
- B. JDBA, MV, and WI have the following respective interest in the Seller's Property: JDBA owns an undivided 78.0% interest, MV owns an undivided 18.0% interest, and WI owns an undivided 4.0% interest.
- C. In connection with the Regional Groundwater Storage and Recovery Project (the **"Project"**) of City's Public Utilities Commission, City wishes to purchase, and Seller wishes to sell certain easement interests in, on, over, under, upon, along, and/or across certain portions of Seller's Property in accordance with, and pursuant to, the terms and conditions of this Agreement.

IN CONSIDERATION of the respective agreements set forth below, Seller and City agree as follows:

1. PURCHASE AND SALE

1.1 Purchase and Sale of Easements

Seller agrees to sell and convey to City or its designee, and City agrees to purchase from Seller, subject to the terms, covenants, and conditions set forth below, the following interests in real property (each, an **"Easement"** and collectively, the **"Easements"**):

- (a) a permanent subsurface easement for water utility purposes (the **"WUE 2C Easement"**) under, across, in, and upon portions of the Poncetta Parcel;
- (b) a permanent surface access easement (the **"AE 2A Easement"**) over, across, in, and upon a portion of the Poncetta Parcel;
- (c) a permanent surface access easement (the **"AE 3A Easement"**) under, across, in, and along a portion of the Coronado Parcel; and
- (d) a temporary construction easement (the **"TCE 3B Easement"**) over, across, in, and upon portions of the Coronado Parcel.

The real property interests to be acquired by City pursuant to this Agreement are referred to herein individually as an **"Easement Area"** and collectively as the **"Easement Areas."**

1.2 Easement Areas; Nature of Easement

The Easement Areas consist of those portions of Seller's Property described in each of the easement deeds and the respective property descriptions attached as "Exhibit 1" to each of such deeds that are attached to this Agreement as Exhibits A, B, C, and D (each a "Deed," and collectively, the "Deeds") and approximately depicted on the respective diagrams or pictures that are attached as "Exhibit 2" to each Deed. The nature, scope, and conditions of each Easement are set forth in the respective Deed with respect to such Easement.

2. PURCHASE PRICE

2.1 Purchase Price

(a) The purchase price for the WUE 2C Easement is THREE THOUSAND SIX HUNDRED SEVENTY FIVE AND NO 1/100 DOLLARS (\$3,675.00).

(b) The purchase price for the AE 2A Easement is FIFTY-NINE THOUSAND SEVEN HUNDRED THIRTY FOUR AND NO 1/100 DOLLARS (\$59,734.00).

(c) The purchase price for the AE 3A Easement is SEVEN THOUSAND FOUR HUNDRED THREE AND NO 1/100 DOLLARS (\$7,403.00).

(d) The purchase price for the TCE 3B Easement is SEVEN THOUSAND THREE HUNDRED SEVENTY THREE AND NO 1/100 DOLLARS (\$7,373.00).

Accordingly, the total rounded purchase price for the Easements is SEVENTY EIGHT THOUSAND ONE HUNDRED EIGHTY-FIVE AND NO 1/100 DOLLARS (\$78,185.00) (the "Purchase Price").

2.2 Payment

On the Closing Date (defined in Section 5.3 [Closing Date]), City shall pay the Purchase Price, adjusted pursuant to the provisions of Article 6 [Expenses], and reduced by any credits due City under this Agreement.

2.3 Funds

All payments made pursuant to this Agreement shall be in legal tender of the United States of America, paid by Controller's warrant or in cash or by wire transfer of immediately available funds. Unless the parties elect to close the transaction without an escrow, payments shall be made to Escrow Holder (defined in Section 5.2 [Escrow; Closing Without an Escrow]), as the escrow agent.

2.4 Post-Closing Purchase Price Adjustment

City acknowledges that the amount of the Purchase Price is partially based on the assumption that City will complete Project construction of its facilities to be built on or under Seller's Property and adjacent properties in a timely manner. City represents to Seller that it expects to complete all Project construction that requires use of the AE 2A Easement for the transportation of personnel and construction materials in connection with Project construction activities ("Project Construction Use") on a parcel of real property adjacent to Seller's Property commonly known as 2300 Junipero Serra Drive, Daly City, California and designated by the County of San Mateo as APN # 002-410-050 (the "Adjacent Parcel") within eighteen (18) months of the commencement of construction of City's facilities on the Adjacent Parcel. If

Project Construction Use of the AE 2A Easement is not completed within eighteen (18) months of the commencement of construction (such eighteen (18)-month period, the "Project Construction Period"), City shall pay to Seller, as additional consideration for the AE 2A Easement, the sum of FOUR THOUSAND AND NO 1/100 Dollars (\$4,000.00) for each period of thirty (30) days during which Project Construction Use of the AE 2A Easement continues beyond the Project Construction Period. The obligation of City to pay such sums to Seller under this Section 2.4 shall survive the Closing. Notwithstanding the foregoing, however, without any additional payment to Seller, City and its Agents (defined in Section 11.8 [Parties and Their Agents; Approvals] may use the AE 2A Easement after the expiration of the Project Construction Period pursuant to the terms of the Deed conveying to City the AE 2A Easement to allow City and its Agents to gain access to the Adjacent Parcel (including access for the transportation of personnel and construction materials) for purposes relating to the operation, inspection, maintenance, repair, or replacement of City's facilities to be constructed on the Adjacent Parcel.

3. CONVEYANCE OF EASEMENTS

3.1 Easement Deeds

At the Closing (defined in Section 5.1 ["Closing" Defined]), Seller shall convey to City marketable and insurable title to the Easements, by delivery of the Deeds, each duly executed and acknowledged in the forms of the attached as Exhibits A, B, C, and D free and clear of all exceptions, liens, and encumbrances except solely for the Accepted Conditions of Title (defined in Section 3.2 [State of Title]). Each Deed shall be executed and delivered to City in a recordable form. City may record each of the Deeds in the San Mateo County's Recorder's Office except, because of the temporary nature of the TCE 3B Easement to be granted as described in Exhibit D, the Deed with respect to such Easement shall not be recorded unless, prior to the expiration of the term of such Deed, Seller materially breaches the terms of this Agreement or such Deed. If City records the Deed with respect to the TCE 3B Easement, City shall execute and record a quitclaim deed with respect to such easements promptly following its expiration.

3.2 State of Title

"Accepted Conditions of Title" shall mean:

(a) with respect to the portion of the Poncetta Parcel that is designated by the County of San Mateo as APN 002-072-250 only (i) the lien of real property taxes, not yet due or payable; and (ii) exceptions numbered 1 through 27 of the preliminary title report dated September 10, 2015, bearing Title No. FWTO-4071400237-JM prepared by The Chicago Title Company (the "Title Report") attached as Exhibit E; provided, however, that with respect to the unrecorded lease referred to in exception No. 17 in the Title Report, Seller shall cause the "Lessee's Consent and Subordination" that immediately follows the signature page(s) to this Agreement to be fully executed and delivered to City by the parties identified in such instrument concurrently with this execution and delivery of this Agreement. As a condition precedent to City's obligation to purchase the AE 2A Easement, (x) quitclaim deeds, a spousal waiver, lender's consents or subordinations, tenants' consents, or similar releases sufficient to clear or subordinate any possessory rights over the Easement Area with respect to the AE 2A Easement may be required, at City's election, in a form approved by City and (y) such affidavits, certificates, instruments, and other documents as are required by The Chicago Title Company in connection with its issuance of title insurance and identified in exceptions Nos. 28 through 31 of the Title Report. Seller agrees to undertake diligent efforts to secure any such waivers, quitclaim deeds, consents, subordinations, releases, affidavits, certificates, instruments, and other documents.

(b) with respect to the Coronado Parcel (designated by the County of San Mateo as APN 002-201-650) and the portion of the Poncetta Parcel that is designated by the County of San Mateo as APN 002-072-240 only, Seller represents that, to the best of its knowledge, there are no other interests in such portions of Seller's Property held by any other party that will materially interfere with City's use and enjoyment of the Easements on or across the Easement Areas to be located on such portions of Seller's Property. "To the best of Seller's knowledge," as used in this Agreement means the current actual knowledge of Stephen J. LoPresti, without any duty of inquiry or investigation.

4. CONDITIONS TO CLOSING

4.1 City's Conditions to Closing

The following are conditions precedent to City's obligation to purchase the Easements (collectively, "**Conditions Precedent**"):

(a) The physical condition of all portions of the Easement Areas shall be substantially the same on the Closing Date as on the date of City's execution of this Agreement, reasonable wear and tear and loss by casualty excepted (subject to the provisions of Article 8 [Risk of Loss]), and as of the Closing Date there shall be no litigation or administrative agency or other governmental proceeding, pending or threatened, that after the Closing could materially adversely affect the value of the Easements or the ability of City to use all portions of the Easement Areas for their respective intended use, and no proceedings shall be pending or threatened that could or would cause the change, re-designation or other modification of the zoning classification of, or of any building or environmental code requirements applicable to, any portions of the Easement Areas.

(b) Seller shall have delivered signed originals of any documents required under Section 3.2, (including, without limitation, lenders' subordinations in a form acceptable to City with respect to the Deeds of Trust identified in exceptions Nos. 20 and 22 of the Title Report, the "Lessee's Consent and Subordination" referred to in Section 3.2(a)(ii), and the instruments and documents required by the Chicago Title Company and identified in exceptions Nos. 28 through 31 of the Title Report and referred to in Section 3.2(a)(ii)(y)) and, unless the parties elect to consummate the transaction without an escrow, Escrow Holder shall be committed at the Closing to issue to City a CLTA owner's policy of title insurance (the "**Title Policy**") in the amount of the Purchase Price for the AE 2A Easement, insuring title to such Easement vested in City free of all exceptions, liens, and encumbrances except only the Accepted Conditions of Title. The Title Policy shall contain such special endorsements as City may reasonably request.

(c) The transactions contemplated by this Agreement shall have been approved by all applicable City departments and agencies, including, without limitation, the San Francisco Public Utilities Commission, at their respective sole discretion, within sixty (60) days after Seller executes and delivers this Agreement to City.

(d) If required by City's Charter, City's Mayor and the Board of Supervisors, at the sole discretion of each, shall have enacted a resolution approving, adopting, and authorizing this Agreement and the transactions contemplated by this Agreement, within ninety (90) days after Seller executes and delivers this Agreement to City.

(e) Seller shall have delivered the items described in Section 5.4 below [Seller's Delivery of Documents] on or before the Closing.

The Conditions Precedent contained in the foregoing subsections (a) through (e) are solely for City's benefit. If any Condition Precedent is not satisfied, City shall have the right at its sole discretion either to waive in writing the Condition Precedent in question and proceed with the purchase with respect to one or more of the Easements (provided that the Conditions Precedent described in items (c) and (d) above may not be waived except insofar as City elects to extend the deadline for satisfying such item) or, in the alternative, terminate this Agreement. The waiver of any Condition Precedent shall not relieve Seller of any liability or obligation with respect to any representation, warranty, covenant, or agreement of Seller. In addition, the Closing Date may be extended, at City's option, for a reasonable period of time specified by City not to exceed forty-five (45) days, to allow such Conditions Precedent to be satisfied, subject to City's further right to terminate this Agreement upon the expiration of the period of any such extension if any such Conditions Precedent remain unsatisfied.

If the sale of the Easements, or any of them, is not consummated because of a default under this Agreement on the part of Seller or if a Condition Precedent cannot be fulfilled because Seller frustrated such fulfillment by some affirmative act or negligent omission, City may, at its sole election, either (1) terminate this Agreement by delivery of notice of termination to Seller, whereupon Seller shall pay to City any title, escrow, legal, and inspection fees incurred by City, not to exceed in the aggregate Ten Thousand Dollars (\$10,000.00), and neither party shall have any further rights or obligations hereunder, or (2) continue this Agreement with respect to one or more of the Easements pending City's action for specific performance and/or damages hereunder, including, without limitation, City's costs and expenses incurred hereunder.

4.2 Cooperation with City

Seller shall cooperate with City and do all acts as may be reasonably requested by City with regard to the fulfillment of any Conditions Precedent including, without limitation, execution of any documents, applications, or permits, but Seller's representations and warranties to City shall not be affected or released by City's waiver or fulfillment of any Condition.

4.3 Cooperation with Seller

City shall cooperate with Seller and do all acts as may be reasonably requested by Seller with regard to the fulfillment of any requirements to obtain the consent of lenders of record holding mortgages encumbering Seller's Property, including but not limited to modification of the Deeds granting the Easements in a manner that does not materially interfere with or detract from the rights granted to City pursuant to such Deeds or other documentation customarily required by lenders, including but not limited to Fannie Mae, as a condition to their consent. City acknowledges that receipt by Seller of the consent of its existing lenders to this Agreement is a condition to Seller's obligation to close.

5. CLOSING AND POSSESSION

5.1 "Closing" Defined

The consummation of the purchase and sale contemplated hereby (the "Closing") shall occur as provided in this Article 5.

5.2 Escrow; Closing Without an Escrow

(a) Unless the parties agree to consummate the purchase and sale without an escrow as provided in subparagraph (b) below: (i) On or before the Effective Date (as defined in Section 11.17 [General Provisions]), the parties shall open escrow by depositing an executed counterpart of this Agreement with Chicago Title Company at its offices at 1929 Market Street, San Francisco, California 94104 ("Escrow Holder"); (ii) this

Agreement shall serve as instructions to Escrow Holder as the escrow holder for consummation of the purchase and sale contemplated hereby; (iii) Seller hereby authorizes City to prepare and submit supplemental escrow instructions in accordance with this Agreement on behalf of both parties, as needed; and (iv) the Closing shall be held and delivery of all items to be made at the Closing under this Agreement shall be made at Escrow Holder's offices.

(b) Notwithstanding the foregoing, the parties may elect by mutual agreement to consummate the purchase and sale without an escrow, in which event the Closing shall occur as described in Section 5.7(b).

5.3 Closing Date

The Closing shall occur ninety (90) days after the Effective Date (as defined in Section 11.17) or on such earlier date as City and Seller may mutually agree (the "**Closing Date**"), subject to the provisions of Article 4 [Conditions Precedent]. The Closing Date may not be extended without the prior written approval of both Seller and City, except as otherwise expressly provided in this Agreement. If the Closing does not occur on or before the Closing Date and the parties have deposited documents or funds in escrow, Escrow Holder shall, unless it is notified by both parties to the contrary within five (5) business days after the Closing Date, return such items to the depositor thereof.

5.4 Seller's Delivery of Documents

(a) At or before the Closing, Seller shall deliver or cause to be delivered to City the following:

- (i) each of the duly executed and acknowledged Deeds;
- (ii) such resolutions, authorizations, or other documents as City may reasonably require to demonstrate the authority of Seller to enter into this Agreement and consummate the transactions contemplated hereby, and such proof of the power and authority of the individuals executing any documents or other instruments on behalf of Seller to act for and bind Seller;
- (iii) lenders' subordinations in a form acceptable to City with respect to the Deeds of Trust identified in exceptions Nos. 20 and 22 of the Title Report;
- (iv) a duly executed "Lessee's Consent and Subordination" in the form immediately following the signature page(s) of this Agreement;
- (v) any documents needed in order to eliminate title exceptions other than Accepted Conditions of Title (including, without limitation, the instruments and documents required by the Chicago Title Company and identified in exceptions Nos. 28 through 31 of the Title Report and referred to in Section 3.2(a)(ii)(y)); and
- (vi) a closing statement in form and content satisfactory to City and Seller (which may be in the form of a letter or memorandum from City, countersigned by Seller, if the parties elect to consummate the transaction without an escrow).

Seller shall also deliver a properly executed California Franchise Tax Board Form 590 certifying that Seller is a California resident (if Seller is an individual) or that Seller has a permanent place of business in California or is qualified to do business in California, if Seller is a corporation, or other evidence satisfactory to City that Seller is exempt from the withholding

requirements of Section 18662 of the California Revenue and Taxation Code. Seller acknowledges and agrees that if Seller fails at Closing to deliver to City such certificate, City may be required to withhold and remit to the appropriate tax authority a portion of the Purchase Price pursuant to Section 18662 of the California Revenue and Taxation Code. Any amount properly so withheld and remitted shall be deemed to have been paid by City as part of the Purchase Price, and Seller's obligation to consummate the transaction contemplated herein shall not be excused or otherwise affected thereby.

(b) Seller shall deliver such items to Seller through escrow, unless the parties elect to close the transaction without an escrow in which event Seller shall deliver the items directly to City for a Closing in accordance with Section 5.7(b).

5.5 City's Delivery of Documents and Funds

(a) At or before the Closing, City shall deliver to Seller the following:

(i) a certificate of acceptance, executed by City's Director of Property, to be attached to each of the Deeds before recording;

(ii) a closing statement in form and content satisfactory to City and Seller (which may be in the form of a letter or memorandum from City to Seller if the parties elect to consummate the transaction without an escrow);

(iii) funds sufficient to pay City's share of expenses under Article 6; and

(iv) the Purchase Price, as provided in Article 2 hereof.

(b) City shall deliver such documents and funds through escrow; however, if the parties elect to consummate the transaction without an escrow, City shall deliver the funds and documents as provided in Section 5.7(b).

5.6 Other Documents; Cooperation

Seller and City shall perform such further acts and execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.

5.7 Closing

(a) **Closing through Escrow.** Subject to Section 5.7(b), at Closing, provided all the conditions to the parties' obligations have been satisfied or waived as provided and permitted by this Agreement, Escrow Holder shall perform the following acts in the following order:

(i) Perform such acts as are necessary in order to deliver title to City subject only to the Accepted Conditions of Title, including recording any deed of reconveyance, subordination agreement, or other documentation as specified in supplemental escrow instructions submitted by City before Closing.

(ii) Deliver the Deeds to City;

(iii) Deliver to Seller, or as Seller may instruct, the Purchase Price, less any amount necessary to satisfy any liens, bond demands, delinquent taxes, and Seller's share of expenses and prorations under Article 6; Issue the Title Policy to City, if requested to do so by City; and

(iv) Deliver to the appropriate party any other documents, instruments, and sums required by this Agreement.

(b) **Closing without Escrow.** If the parties elect to consummate the purchase and sale without an escrow, City shall effect the Closing on the Closing Date as follows:

(i) City shall: (A) deliver to Seller, or as Seller may instruct, the Purchase Price (less any amount necessary to satisfy any liens, bond demands, delinquent taxes, and Seller's share of expenses and prorations, if applicable, under Article 6), and (B) cause each respective certificate of acceptance for the Deeds to be executed, when:

(A) City has received Seller's documents in accordance with Section 5.4, and

(B) City has received each of the Deeds conveying the Easements to City duly acknowledged and in a recordable form, subject only to the Accepted Conditions of Title, obtain the Title Policy (if City elects to do so), and deliver to the appropriate party any other documents, instruments, and sums required by this Agreement.

5.8 Possession and Use

The right of possession and use of each of the Easement Areas by City and/or its designees, including the right to remove and dispose of improvements and install and connect utilities, shall commence on the Closing Date; provided that prior to the Closing Date City shall have access to the Easement Areas and the right to begin such work pursuant to that certain Permit to Enter and Use Property dated as of June 23, 2015, as amended (the "Permit"). The Purchase Price includes but is not limited to full payment for such possession and use, including interest and damages (but subject to the indemnity provisions contained in this Agreement and in the Permit) if any from such date, notwithstanding any other provision of this Agreement.

6. EXPENSES; PRORATIONS

6.1 City's Expenses

City shall pay all (a) escrow fees and title insurance charges, if any; (b) an amount not to exceed Five Thousand Dollars (\$5,000) for Seller's actual attorney's fees incurred in connection with the negotiation and preparation of this Agreement; and (c) an amount not to exceed Ten Thousand Dollars (\$10,000) for Seller's actual out-of-pocket expenses, including attorney and lender fees, in connection with the granting of any reasonably required consent, permission, notification, or approval of lenders of record with respect to the transactions contemplated by this Agreement; provided, however, that prior to any payment by City of Seller's expenses pursuant to clauses (b) and (c) above, Seller shall provide City a final cost summary, which shall include an accounting of the Seller's actual attorney's fees and out-of-pocket expenses incurred by Seller, together with appropriate back-up documentation reasonably acceptable to City. Should there be a dispute regarding the amount of Seller's actual attorney's fees and out-of-pocket expenses, the parties shall meet and attempt in good faith to promptly resolve the dispute

6.2 Seller's Expenses

Seller shall pay all costs incurred in connection with the prepayment or satisfaction of any loan, bond, or other indebtedness, other than liens of record that are Accepted Conditions of Title, secured in whole or part by any portion of the Easement Areas including, without

limitation, any prepayment or delinquency fees, penalties, or charges. Seller shall also pay at the Closing any delinquent taxes that may have become a lien against Seller's Property.

6.3 Other Expenses

Any other costs and charges of the Escrow not otherwise provided for in this Article or elsewhere in this Agreement shall be allocated in accordance with the closing customs for San Mateo County, as determined by Escrow Holder.

7. REPRESENTATIONS AND WARRANTIES

Seller represents and warrants to and covenants with City as follows:

(a) **Ownership of Property.** Seller is the sole fee owner of Seller's Property, and will own it at the time of the Closing, and, to the best of Seller's knowledge, free and clear of all liens, leases, occupancy agreements, claims, encumbrances, easements, and rights of way of any nature (whether disclosed in the public record or not), except only the Accepted Conditions of Title.

(b) **Signing Authority.** Seller and the signatories on Seller's behalf represent and warrant that the signatories on Seller's behalf to this Agreement are authorized to enter into this Agreement to convey real property and that no other authorizations are required to implement this Agreement on behalf of Seller, other than the consent of lenders holding mortgages encumbering Seller's Property.

(c) **No Leases.** There are now, and will be at the Closing, no oral or written leases, occupancy agreements, licenses, or easements affecting any portion of the Easement Areas or that to Seller's knowledge would materially affect City's access to or use as contemplated by the Deeds of any portion of the Easement Areas.

(d) **No Property Defects or Legal Violations.** To the best of Seller's knowledge, there are now, and at the time of the Closing will be, no violations of any laws, rules, or regulations applicable to any portion of the Easement Areas.

(e) **No Impediments to Use.** Seller knows of no facts nor has Seller failed to disclose any fact that would prevent City from using the Easements after Closing in the normal manner in which they are intended.

(f) **No Lawsuits.** There are no lawsuits or proceedings pending or, to the best of Seller's knowledge, threatened against or affecting Seller, Seller's Property, or its use that would affect Seller's ability to consummate the sale contemplated by this Agreement or materially and adversely affect City's use and enjoyment of the Easements after the Closing.

(g) **No Known Hazardous Materials.** To the best of Seller's knowledge, there has been no release and there is no threatened release of any Hazardous Material in, on, under or about Seller's Property. As used herein, "**Hazardous Material**" shall mean any material that, because of its quantity, concentration, or 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. "**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 into or inside any of the improvements, or in, on, under, or about the Easement Areas.

8. RISK OF LOSS

If any portion of the Easement Areas is damaged or destroyed before the Closing Date, then the rights and obligations of Seller and City under this Agreement shall be as follows: City shall have the right, at its election, to terminate this Agreement in its entirety or terminate it only as to that portion of the Easement Areas damaged or destroyed. City shall have thirty (30) days after Seller notifies City that an event described in this Article 8 has occurred to make such election by delivery to Seller of an election notice. City's failure to deliver such notice within such thirty (30) -day period shall be deemed City's election to terminate this Agreement in its entirety. If this Agreement is terminated in its entirety or in part pursuant to this Article 8, then City and Seller shall each be released from all obligations under this Agreement pertaining to that portion of the Easement Areas affected by such termination. If City elects not to terminate this Agreement in its entirety, Seller shall give City a credit against the Purchase Price at the Closing in an amount proportionate to the percentage reduction, if any, of the square footage of the Easement Area, and this Agreement shall remain in full force and effect.

9. MAINTENANCE; CONSENT TO NEW CONTRACTS

9.1 Maintenance of the Easement Area

Between the date of Seller's execution of this Agreement and the Closing, Seller shall maintain Seller's Property in its current condition and shall make, at Seller's expense, all repairs necessary to maintain Seller's Property in such condition. Seller shall make no changes to the Easement Areas without City's prior, written consent, which shall not be unreasonably withheld or delayed.

9.2 Contracts Affecting the Easement Area

Except as otherwise provided in this Agreement or by express written permission granted by City, Seller shall not, after the date of execution of this Agreement, alienate, lien, encumber, or otherwise transfer Seller's Property or any portion thereof or allow the same to occur, or enter into any lease or contract with respect to Seller's Property or any portion thereof that would survive the Possession Date and impair City's access to or use of any portion of the Easement Areas as contemplated by the Deeds.

10. DISMISSAL OF EMINENT DOMAIN ACTION

Seller hereby agrees and consents to the dismissal of any pending action in eminent domain by City as to Seller's Property or any portion thereof and Seller also waives all claims to court costs and any money that may now be on deposit in the Superior Court in such action.

11. GENERAL PROVISIONS

11.1 Notices

Any notice, consent, or approval required or permitted to be given under this Agreement shall be in writing and shall be given by (a) hand delivery, against receipt, (b) reliable next-business-day courier service that provides confirmation of delivery, or (c) United States registered or certified mail, postage prepaid, return receipt required, and addressed as follows (or to such other address as either party may from time to time specify in writing to the other upon five (5) days' prior, written notice in the manner provided above):

City:

To: San Francisco Public Utilities Commission
525 Golden Gate Avenue, 10th Floor
San Francisco, California 94102
Attention: Brian Morelli
Facsimile No.: (415) 487-5200

with copy to: Richard Handel
Deputy City Attorney
Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4682
Facsimile No.: (415) 554-4755

Seller:

To: John Daly Boulevard L.P.
Monarch Ventures L.P.
Wilbak Investments L.P.
C/O Gerson Bakar & Associates
201 Filbert Street, Suite 700
San Francisco, CA 94133-3242
Attention: Stephen J. LoPresti
Facsimile No.: (415) 391-1895

with a copy to: James H. Abrams
Greene Radovsky Maloney
Share & Hennigh LLP
Four Embarcadero Center, Suite 4000
San Francisco, California 94111-4106
Facsimile No.: (415) 777-4961

A properly addressed notice transmitted by one of the foregoing methods shall be deemed received upon the confirmed date of delivery, attempted delivery, or rejected delivery, whichever occurs first. Facsimile numbers are provided above for convenience of communication; however, neither party may give official or binding notice by facsimile. The effective time of a notice shall not be affected by the receipt, prior to receipt of the original, of a telefacsimile copy of the notice.

11.2 Brokers and Finders

Neither party has had any contact or dealings regarding the Easements, or any of them, or any communication in connection with the subject matter of this Agreement, through any licensed real estate broker or other person who could claim a right to a commission or finder's fee in connection with the purchase and sale contemplated herein. In the event that any broker or finder perfects a claim for a commission or finder's fee based upon any such contact, dealings, or communication, the party through whom the broker or finder makes his or her claim shall be responsible for such commission or fee and shall indemnify and hold harmless the other party from all claims, costs, and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by the indemnified party in defending against the same. The provisions of this Section shall survive the Closing.

11.3 Successors and Assigns

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators, and assigns, subject to Section 9.2 [Contracts Affecting the Easement Areas].

11.4 Amendments; Waivers

Except as otherwise provided herein, (a) this Agreement may be amended or modified only by a written instrument executed by City and Seller, (b) no waiver of any provision of this Agreement will be binding unless executed in writing by the party making the waiver, (c) no waiver of any provision of this Agreement will be deemed to constitute a waiver of any other provision, whether or not similar, and (d) no waiver will constitute a continuing waiver unless the written waiver so specifies.

11.5 Continuation and Survival of Representations and Warranties

All representations and warranties by the respective parties contained herein or made in writing pursuant to this Agreement are intended to be, and shall remain, true and correct as of the Closing, shall be deemed to be material, and, together with all conditions, covenants, and indemnities made by the respective parties contained in this Agreement or made in writing pursuant to this Agreement (except as otherwise expressly limited or expanded by the terms of this Agreement), shall survive the execution and delivery of this Agreement and the Closing, or, to the extent the context requires, beyond any termination of this Agreement. All statements contained in any certificate or other instrument delivered at any time by or on behalf of Seller in conjunction with the transaction contemplated hereby shall constitute representations and warranties under this Agreement.

11.6 Governing Law

This Agreement shall be governed by California law and City's Charter. There shall be no obligation for the payment of money by City under this Agreement unless City's Controller first certifies, pursuant to Section 3.105 of City's Charter, that there is a valid appropriation from which the expenditure may be made and that unencumbered funds are available from the appropriation to pay the expenditure.

11.7 Merger of Prior Agreements; No Inducement

The parties intend that this Agreement (including all of the attached exhibits and schedules and any documents specifically described in this Agreement, which are hereby incorporated into this Agreement by reference) shall be the final, complete, and exclusive expression of their agreement with respect to the subject matter of this Agreement and may not be contradicted by evidence of any prior or contemporaneous oral or written agreements or understandings. The parties further intend that this Agreement shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including, without limitation, term sheets and prior drafts or changes to such drafts) may be introduced in any judicial, administrative, or other legal proceeding involving this Agreement. The making, execution, and delivery of this Agreement by the parties has been induced by no representations, statements, warranties, or agreements other than those expressed in this Agreement.

11.8 Parties and Their Agents; Approvals

The term "Seller" as used in this Agreement shall include the plural as well as the singular. If there is more than one (1) Seller, then the obligations under this Agreement imposed on Seller shall be joint and several. As used herein, the term "Agents" when used with respect

to either party shall include the agents, employees, officers, contractors, and representatives of such party. Subject to applicable law, all approvals, consents, or other determinations permitted or required by City under this Agreement shall be made by or through the General Manager of City's Public Utilities Commission or City's Director of Property, unless otherwise provided herein.

11.9 Interpretation of Agreement

The article, section, and other headings of this Agreement and the table of contents are for convenience of reference only and shall not affect the meaning or interpretation of any provision contained herein. Whenever the context so requires, the use of the singular shall be deemed to include the plural and vice versa, and each gender reference shall be deemed to include the other and the neuter. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein. In addition, each party has been represented or had the opportunity to be represented by experienced and knowledgeable legal counsel. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purposes of the parties and this Agreement.

11.10 Attorneys' Fees

The prevailing party in any action or proceeding to enforce or interpret, or otherwise arising out of or relating to, this Agreement or any provision of this Agreement (including but not limited to any arbitration, trial, administrative hearing, bankruptcy, or appeal) will be entitled to recover from the other party all of its costs and expenses, including but not limited to reasonable attorneys' fees and experts' fees. For purposes of this Agreement, reasonable attorneys' fees of City's Office of the City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the City Attorney's services were rendered who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney.

11.11 Severability

If any term or provision of this Agreement, or the application of any term or provision of this Agreement to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and shall be enforceable to the extent permitted by law.

11.12 Sunshine Ordinance

Seller understands and agrees that under City's Sunshine Ordinance (San Francisco Administrative Code, Chapter 67) and the State Public Records Law (Gov. Code Section 6250 et seq.), this Agreement and any and all records, information, and materials submitted to City under this Agreement are public records subject to public disclosure. Seller hereby acknowledges that City may disclose any records, information, and materials submitted to City in connection with this Agreement.

11.13 Conflicts of Interest

Through its execution of this Agreement, Seller 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 Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts that would constitute a violation of those provisions, and agrees that if Seller becomes aware of any such fact during the term of this Agreement, Seller shall immediately notify City.

11.14 Notification of Limitations on Contributions

Through its execution of this Agreement, Seller 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 City for the selling or leasing any land or building to or from City whenever such transaction would require approval by a City and County of San Francisco elective officer or the board on which that elective officer serves, from making any campaign contribution to the officer at any time from the commencement of negotiations for such contract until the termination of negotiations for such contract or three (3) months has elapsed from the date the contract is approved by the City's elective officer, or the board on which that elective officer serves.

11.15 Non-Liability of City Officials, Employees and Agents

Notwithstanding anything to the contrary in this Agreement, no elective or appointive board, commission, member, officer, employee, agent, or consultant of City shall be personally liable to Seller, its successors and assigns, in the event of any default or breach by City or for any amount that may become due to Seller, its successors and assigns, or for any obligation of City under this Agreement.

11.16 Counterparts

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

11.17 Effective Date

As used herein, the term "**Effective Date**" shall mean the date on which both parties shall have executed this Agreement provided the Agreement and the transactions contemplated by the Agreement shall have been authorized (a) in a manner required by law governing Seller, and (b) by a duly adopted resolution of City's Public Utilities Commission, and (c) if required by City's Charter, by a duly adopted resolution of City's Board of Supervisors and Mayor.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, SELLER ACKNOWLEDGES AND AGREES THAT NO OFFICER OR EMPLOYEE OF CITY HAS AUTHORITY TO COMMIT CITY TO THIS AGREEMENT UNLESS AND UNTIL APPROPRIATE LEGISLATION OF CITY'S PUBLIC UTILITIES COMMISSION (AND, IF REQUIRED BY CITY'S CHARTER, APPROPRIATE LEGISLATION OF CITY'S BOARD OF SUPERVISORS) SHALL HAVE BEEN DULY ENACTED APPROVING THIS AGREEMENT AND AUTHORIZING THE TRANSACTIONS CONTEMPLATED HEREBY. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF CITY HEREUNDER ARE CONTINGENT UPON THE DUE ENACTMENT OF SUCH LEGISLATION.


[Signatures on next page]

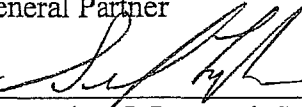
The parties have duly executed this Agreement as of the respective dates written below.

SELLER:

JOHN DALY BOULEVARD ASSOCIATES,
L.P., a California Limited Partnership
By:

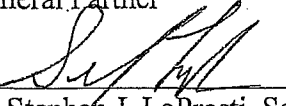
MONARCH VENTURES, L.P. A
CALIFORNIA, a California Limited Partnership
By:

G. Bakar Properties, Inc.,
a California corporation,
its General Partner
By: 
Stephen J. LoPresti, Secretary
Date: 10/28, 2015

G. Bakar Properties, Inc.,
a California corporation,
its General Partner
By: 
Stephen J. LoPresti, Secretary
Date: 10/28, 2015

WILBAK INVESTMENTS, L.P., a California
Limited Partnership By:

By:

G. Bakar Properties, Inc.,
a California corporation,
its General Partner
By: 
Stephen J. LoPresti, Secretary
Date: 10/28, 2015

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By:

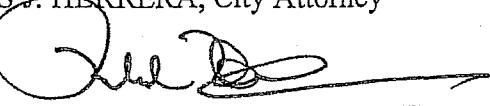
JOHN UPDIKE
Director of Property

Date: _____

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By:



Richard Handel
Deputy City Attorney

ESCROW HOLDER'S ACKNOWLEDGMENT

[Applicable only when the parties will close the transaction through an escrow]

Escrow Holder agrees to act as escrow holder in accordance with the terms of this Agreement. Escrow Holder's failure to execute below shall not invalidate the Agreement between City and Seller.

ESCROW HOLDER:

CHICAGO TITLE COMPANY

By: _____
[signature]

Name: _____
[print name]

Date: _____

[When Seller and City have delivered a copy of this Agreement for Purchase and Sale of Real Estate, executed by Seller and City, to escrow, Escrow Holder should sign this page and transmit a copy to Seller and City. Seller and City agree that a photocopy, scanned copy or faxed copy is adequate for this purpose.]


LESSEE'S CONSENT AND SUBORDINATION

The undersigned (collectively the "Lessee") as successors in interest to the original lessee Westlake Associates, a California limited partnership under that certain Lease dated as of September 21, 1972, disclosed by that certain Memorandum of Lease dated September 21, 1972, recorded September 22, 1972, in Book 6236 at Page 489, Official Records of San Mateo County, California, amended by that certain First Amendment to Land Lease, dated as of December 18, 1973, disclosed by that certain Amendment to Memorandum of Lease dated December 18, 1973, recorded January 4, 1974, in Book 6529 at Page 595, Official Records of San Mateo County, California, and amended by that certain Second Amendment to Land Lease, dated as of January 1, 1977, that certain Third Amendment to Land Lease, dated as of September 18, 1992, that certain Fourth Amendment to Land Lease dated as of August 25, 1993, that certain Fifth Amendment to Land Lease, dated as of October 18, 1994, and that certain Sixth Amendment to Land Lease, dated as of July 10, 1996, disclosed by that certain Memorandum of Amendments to Lease and Assignment of Leasehold Interest dated May 13, 2005, recorded April 26, 2005, as Instrument No. 2005-067862 and re-recorded on July 14, 2005 as Instrument No. 2005-117500, Official Records of San Mateo County, California (such lease together with such amendments, the "Lease") with respect to premises located at: (i) 15 & 45 Poncetta Drive, Daly City, California 94015 and commonly known as Assessor's Parcels 002-072-240 and 002-072-250 and (ii) at 5 Coronado Avenue, Daly City, California 94105 and commonly known as Assessor's Parcel 002-201-650, in their respective capacity as the Lessee under the Lease, and on behalf of themselves and their respective successors and assigns under the Lease, hereby:

1. Consent to the purchase transactions contemplated by the Agreement for Purchase and Sale of Real Estate (the "Purchase Agreement") dated as of October __, 2015, by and among John Daly Boulevard Associates, L.P., a California limited partnership; Monarch Ventures, L.P. a California limited partnership; and Wilbak Investments, L.P., a California limited partnership collectively as seller (the "Sellers"), and the City and County of San Francisco, a municipal corporation, ("City"), as buyer; and
2. Acknowledge that, upon closing of the purchase transaction contemplated under and pursuant to the Purchase Agreement, City shall acquire the easement interests to be so conveyed by the Sellers (the "Easements") unencumbered by the interests and rights of Lessees under the Lease (the "Lease Rights") and that, accordingly, the Easements unconditionally will be and remain at all times property interests prior and superior to the Lessee's property interests that constitute the Lease Rights, which shall be and remain subordinate and inferior to the Easements and any and all amendments, renewals, or modifications of the Easements.

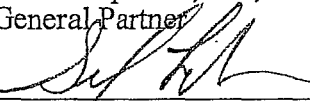
JOHN DALY BOULEVARD ASSOCIATES, L.P., a California Limited Partnership

By: G. Bakar Properties, Inc., a California corporation,
its General Partner

By: 
Stephen J. LoPresti, Secretary
Date: October 25, 2015

WILBAK INVESTMENTS, L.P., a California Limited Partnership

By: G. Bakar Properties, Inc., a California corporation,
its General Partner

By: 
Stephen J. LoPresti, Secretary
Date: October 25, 2015

MONARCH VENTURES, L.P. A CALIFORNIA, a California Limited Partnership

By: G. Bakar Properties, Inc., a California corporation,
its General Partner

By: [Signature]
Stephen J. LoPresti, Secretary
Date: October 26 2015

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 October 28, 2015, before me, Leyla Knafelman, a notary public in and for said State, personally appeared Stephen J. LoPresti, 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 [Signature] (Seal)



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 October 28, 2015 before me, Leyla Knafelman, a notary public in and for said State, personally appeared Stephen J. LoPresti, 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 *Knaf* (Seal)



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 October 28, 2015, before me, Leyla Knafelman, a notary public in and for said State, personally appeared Stephen J. Lopresti, 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 *Knaf* (Seal)



EXHIBIT A

TO

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

**FORM OF EASEMENT DEED FOR WUE 2C EASEMENT
(PERMANENT WATER UTILITY EASEMENT)**

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

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

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

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

**EASEMENT DEED
(Permanent Water Utility Easement)**

(Portion of Assessor's Parcel No. 002-072-240)

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, JOHN DALY BOULEVARD ASSOCIATES, L.P., a California limited partnership, with respect to an undivided 78.0% interest in the parcel of real property described below; MONARCH VENTURES, L.P. a California limited partnership, with respect to an undivided 18.0% interest in the parcel of real property described below; and WILBAK INVESTMENTS, L.P., a California limited partnership, with respect to an undivided 4.0% interest in the parcel of real property described below, (each of the foregoing entities are referred to collectively in this Deed as "**Grantor**") hereby grant to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**Grantee**"), an exclusive subsurface easement and nonexclusive surface easement, for the right to construct, reconstruct, renew, alter, operate, maintain, replace (with the initial or any other size) and repair such water pipes or pipelines as Grantee shall from time to time elect for conveying water, and all necessary maintenance access structures, laterals, and appurtenances thereto (the "**Easement**"), over, across, along, under, and upon Grantor's real property located in the City of Daly City, San Mateo County, California and commonly known as Assessor's Parcel 002-072-240. The specific location of the portion of Grantor's real property that is subject to the Easement is described in the attached **Exhibit 1** and depicted in the attached **Exhibit 2** (the "**Easement Area**"). Maintenance access structures (manholes, etc.) constructed within the Easement Area shall not be covered by earth or other material and shall remain in an exposed and accessible condition at all times for routine and/or emergency maintenance that may be deemed necessary by the Grantee from time to time.

1. **Nature of Easement.** The Easement includes rights of free ingress, egress, and emergency access to the Easement Area over and across the remaining portion of the Grantor's property, provided that such rights of ingress, egress, and emergency access shall be limited to

established roadways, pathways, avenues, or other routes to the extent possible and as reasonably necessary for the proper use of the rights granted herein. Grantee is also granted the right to clear obstructions and vegetation from the Easement Area as may be required for the proper use of the other rights granted herein and the right to do such other things as are necessary for the full enjoyment and accomplishment of the purposes of the Easement. Grantee's rights under this Deed may be exercised by Grantee's agents, contractors, subcontractors, suppliers, consultants, employees, licensees, invitees, or representatives, or by other authorized persons acting for or on behalf of Grantee (collectively, "Agents").

2. Grantor's Use. Grantor reserves the right to landscape or make such other use of the lands included within the Easement Area that is consistent with the Grantee's use; however, such use by Grantor shall not include the planting of trees or construction of permanent structures, including but not limited to buildings, outbuildings, swimming pools, tennis courts, retaining walls, decks, patios, or other concrete architectural structures within or over the Easement Area, or any other activity that may materially interfere with Grantee's full enjoyment of the Easement.

3. Maintenance of Improvements. Grantee shall be solely responsible for repairing and maintaining all of Grantee's facilities placed in, on, or under the Easement Area in good, safe, and secure condition, and Grantor shall have no duty whatsoever for any repair or maintenance of Grantee's facilities. Grantor shall maintain the surface of the Easement Area, provided that any damage, subsidence, or other injury to the Easement Area to the extent resulting from the presence of Grantee's facilities shall be promptly remedied or repaired by Grantee, at Grantee's expense. If Grantee fails to remedy or repair such damage, subsidence, or other injury to the Easement Area resulting from the presence of Grantee's facilities, then following thirty (30) days' prior written notice and opportunity to cure given to Grantee, or, if such if such damage, subsidence, or other injury is not capable of cure within such 30-day period, following a reasonable period to complete such cure if, within such 30-day period, Grantee promptly undertakes action to cure such damage, subsidence, or other injury and thereafter diligently prosecutes the same to completion, Grantor shall have the right to remedy or repair the surface of the Easement Area and Grantee shall reimburse Grantor within thirty (30) days after receipt of an invoice from Grantor for the actual reasonable costs incurred by Grantor in performing such remedy or repair.

4. Abandonment of Easement. If Grantee permanently abandons use of Grantee's facilities placed in, on, or under the Easement Area, Grantee shall (a) remove all fixtures and improvements installed or maintained by Grantee within the Easement Area, or abandon them in place in accordance with Grantor's reasonable specifications, (b) restore the Easement Area to substantially the same condition prior to the installation of such facilities, and (c) at Grantor's request, execute and record a quitclaim deed in favor of Grantor terminating the Easement.

5. Indemnity. Grantee shall indemnify and hold harmless Grantor, its officers, directors, representatives, agents, and employees from and against any and all claims, liabilities, costs, and expenses, including, without limitation, reasonable attorneys' fees, to the extent arising out of or related to the construction, maintenance, repair, or use of the Easement Area by Grantee. The foregoing indemnity shall survive any termination or reversion of the Easement granted hereunder.

6. Mortgagee Protection. The breach by Grantor or Grantee of any restriction or other provision of this Easement shall not defeat or render invalid or unenforceable the lien of any bona-fide mortgage or deed of trust made in good faith and for value on the interest of Grantor in the Easement Area from a bona-fide third party institutional lender, but all restrictions and other provisions of this Easement shall be binding and effective against any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

7. **Notices.** Any notice, consent, or approval required or permitted to be given under this Easement Deed shall be in writing and shall be given by (i) hand delivery, against receipt, (ii) reliable next-business-day courier service that provides confirmation of delivery, or (iii) United States registered or certified mail, postage prepaid, return receipt required, and addressed as follows (or to such other address as either party may from time to time specify in writing to the other upon five (5) days prior written notice in the manner provided above):
Grantee:

To: San Francisco Public Utilities Commission
525 Golden Gate Avenue, 10th Floor
San Francisco, California 94103
Attention: Brian Morelli, WSIP Right of Way
Manager
Facsimile No.: (415) 487-5200

With a copy to: Richard Handel
Deputy City Attorney
Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4682
Facsimile No.: (415) 554-4755

Grantor:

To: John Daly Boulevard L.P.
Monarch Ventures L.P.
Wilbak Investments L.P.
C/O Gerson Bakar & Associates
201 Filbert Street, Suite 700
San Francisco, CA 94133-3242
Attention: Stephen J. LoPresti
Facsimile No.: (415) 391-1895

with a copy to: James H. Abrams
Greene Radovsky Maloney
Share & Hennigh LLP
Four Embarcadero Center, Suite 4000
San Francisco, California 94111-4106
Facsimile No.: (415) 777-4961

A properly addressed notice transmitted by one of the foregoing methods shall be deemed received upon confirmed delivery, attempted delivery, or rejected delivery. Facsimile numbers are provided above for convenience of communication only; neither party may give official or binding notice by facsimile.

6. **Run with the Land.** The provisions of this Easement Deed shall run with the land, burden the Easement Area, and bind and inure to the benefit of the respective successors and assigns of Grantee and Grantor. If Grantor sells, conveys, or assigns any property interest encumbered by this Deed, Grantor shall notify the successor or assignee of the rights and obligations of both parties as stated herein.

7. **Exhibits.** The Exhibits referenced in this Easement Deed are attached to and made a part of this Deed.

8. **Counterparts.** This Easement Deed may be executed in counterparts, each of which shall be an original, but all counterparts shall constitute one instrument.

[Remainder of page intentionally left blank.]

Executed as of this _____ day of _____, 2015.

GRANTOR:

JOHN DALY BOULEVARD ASSOCIATES,
L.P., a California Limited Partnership

By: G. Bakar Properties, Inc.,
a California corporation,
its General Partner

By: _____
Stephen J. LoPresti, Secretary

MONARCH VENTURES, L.P. A
CALIFORNIA, a California Limited
Partnership

By: G. Bakar Properties, Inc.,
a California corporation,
its General Partner

By: _____
Stephen J. LoPresti, Secretary

WILBAK INVESTMENTS, L.P., a California
Limited Partnership By:

By: G. Bakar Properties, Inc.,
a California corporation,
its General Partner

By: _____
Stephen J. LoPresti, Secretary

ACCEPTED:

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: _____
Richard Handel, Deputy City Attorney

PUC Resolution: _____

Dated: _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed dated _____, from the Grantor to the City and County of San Francisco, is hereby accepted pursuant to Board of Supervisors' Resolution No. 18110 Series of 1939, approved August 7, 1957, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

By:

JOHN UPDIKE
Director of Property

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 _____)

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)

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 _____)

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)

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 _____)

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)

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 _____)

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 1 TO
PERMANENT WATER UTILITY EASEMENT DEED
LEGAL DESCRIPTION OF EASEMENT AREA
FOR PERMANENT WATER UTILITY EASEMENT

**[Attach Legal Description of
Permanent Water Utility Easement Area
across Grantor's Real Property]**

[See following page]

January 27, 2014

Exhibit A
Water Pipeline Easement Parcel for 2C

All that certain real property situate in the County of San Mateo, State of California, being a portion of Parcel G-III as said parcel is described in that certain Grant Deed recorded on May 18, 2005 as Document Number 205-081300, Official Records of San Mateo County, State of California, being a strip of land 10 feet wide, 5 feet on each side of the following described centerline:

Beginning at the southeast corner of said Parcel G-III;

thence North $57^{\circ}28'30''$ East, 38.84 feet along said line to the **True Point of Beginning**;

thence North $34^{\circ}53'21''$ East, 15.00 feet;

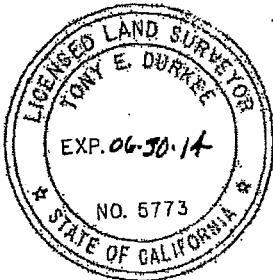
The sidelines shall be lengthened or shortened to begin at the northeasterly boundary of the lands of Lake Merced Golf and Country Club;

Containing 150 square feet, more or less.

A plat showing the above-described parcel is attached herein and made a part hereof as Exhibit "B".

This description was prepared by me or under my direction in conformance with the Professional Land Surveyor's Act.

Tony E. Durkee 01/27/14
Tony E. Durkee, PLS5773



END OF DESCRIPTION

EXHIBIT 2 TO
PERMANENT WATER UTILITY EASEMENT DEED

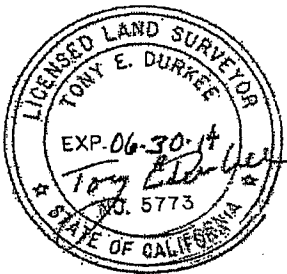
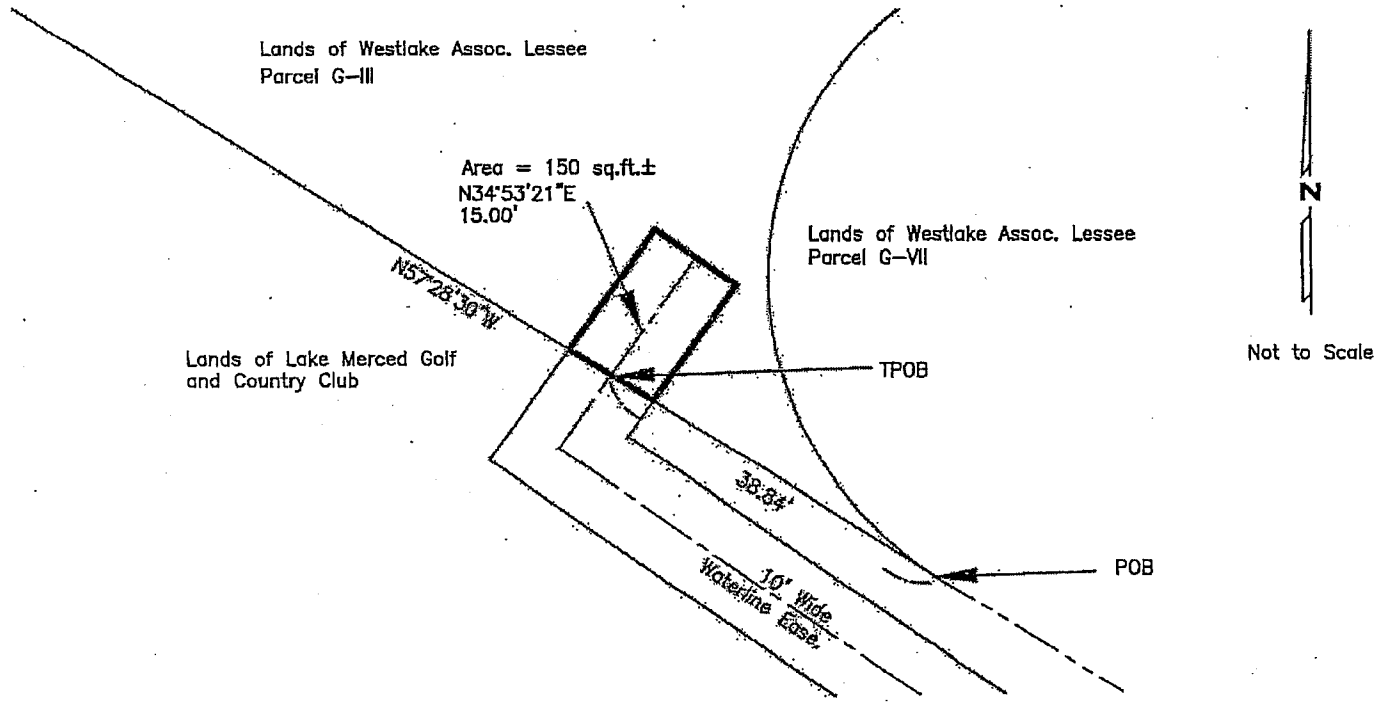
DEPICTION OF EASEMENT AREA
FOR PERMANENT ACCESS EASEMENT

**[Attach Diagram or Picture Depicting
Permanent Water Utility Easement Area on Grantor's Property]**

[See following page]

Exhibit "B"

Site 1, Easement Parcel for 2C



City and County of San Francisco Public Utilities Commission Real Estate Services	
Easement Diagram for Utility Water Connection Westlake Associates Lessee Conjunctive Use Project Site 1	
Daly City	San Mateo County

EXHIBIT B

TO

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

**FORM OF EASEMENT DEED FOR AE 2A EASEMENT
(PERMANENT ACCESS ROAD EASEMENT 2A)**

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

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

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

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

**EASEMENT DEED
(Access Easement)**

(Portion of Assessor's Parcel No. 002-072-250)

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, JOHN DALY BOULEVARD ASSOCIATES, L.P., a California limited partnership, with respect to an undivided 78.0% interest in the parcel of real property described below; MONARCH VENTURES, L.P. a California limited partnership, with respect to an undivided 18.0% interest in the parcel of real property described below; and WILBAK INVESTMENTS, L.P., a California limited partnership, with respect to an undivided 4.0% interest in the parcel of real property described below (each of the foregoing entities are referred to collectively in this Deed as "**Grantor**"), hereby grant to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**Grantee**"), a permanent, nonexclusive easement for access purposes as further described below (the "**Easement**") over, across, along, and upon Grantor's real property in the City of Daly City, San Mateo County, California and commonly known as Assessor's Parcel 002-072-250 (the "**Property**"). The specific location of the portion of Grantor's real property that is subject to the Easement is more particularly described in the attached **Exhibit 1** and depicted in the attached **Exhibit 2** (the "**Easement Area**").

1. Nature of Easement. The Easement includes the nonexclusive right to use an existing private roadway known as Poncetta Drive (the "**Road**") for personnel and vehicular access and ingress to and egress from to Grantee's facilities that shall be located on a parcel of real property adjacent to the Property that is commonly known as 2300 Junipero Serra Drive, Daly City, California and designated by the County of San Mateo as APN # 002-410-050 (the "**Adjacent Parcel**"). Grantee's rights under this Deed may be exercised by Grantee's agents, contractors, subcontractors, suppliers, consultants, employees, licensees, invitees, or representatives, or by other authorized persons acting for or on behalf of Grantee (collectively, "**Agents**").

2. Maintenance. Except as provided in Sections 3 and 4 below, Grantor shall be responsible to repair and maintain the Road at its expense, provided that Grantee shall reimburse

Grantor as to wear and tear caused by the proportionate use of the Road by Grantee and its Agents, and not wear and tear caused by use of the Road by others.

3. Special Costs. To the extent that the Easement Area, or any improvements thereon or underneath, is damaged or destroyed because of the willful or negligent acts or omissions of Grantee or its Agents, Grantee shall pay all costs and expenses of repairing and/or restoring such damage or destruction. Additionally, in the event that the Easement Area is damaged or destroyed because of its usage by construction vehicles and/or equipment performing work in connection with the development, reconstruction, or repair of any of Grantee's facilities located on the Adjacent Parcel, the Grantee shall pay all costs and expenses of repairing and or restoring such damage or destruction.

Restoration. Upon Grantee's completion of the construction and development of Grantee's facilities on the Adjacent Parcel, to the extent the surface of the Easement Area was damaged because of Grantee's use of the Easement Area during such construction or development, Grantee shall restore, as nearly as reasonably possible, the surface of the Easement Area to its condition immediately prior to the commencement of the Project construction or development work. If Grantee fails to remedy or repair such damage, then following thirty (30) days' prior written notice and opportunity to cure given to Grantee, or, if such if such damage is not capable of cure within such 30-day period, following a reasonable period to complete such cure if, within such 30—day period, Grantee promptly undertakes action to cure such damage, and thereafter diligently prosecutes the same to completion, Grantor shall have the right to remedy or repair such damage to the surface of the Easement Area and Grantee shall reimburse Grantor within thirty (30) days after receipt of an invoice from Grantor for the actual reasonable costs incurred by Grantor in performing such remedy or repair.

4. Relocation. Grantor may elect to relocate to another location on the Property any portion or all of the Easement Area, provided that (a) Grantor gives Grantee at least sixty (60) days' prior written notice of Grantor's intent to relocate the Easement Area that specifies the location of the proposed relocated Easement, (b) such proposed relocation of the Easement Area will provide reasonably equivalent access to Grantee's facilities located on the Adjacent Parcel, (c) City grants its written consent to such relocation, such consent not to be unreasonably, withheld or delayed so long as such proposed relocation of the Easement Area provides reasonably equivalent access to Grantee's facilities located on the Adjacent Parcel, and (d) Grantor promptly pays or reimburses City for its actual costs incurred in connection with the relocation of the Easement Area, including City's attorneys' fees and costs and any recording, surveying, title insurance, or other costs resulting from or associated with such relocation.

5. Indemnity. Grantee shall indemnify and hold harmless Grantor, its officers, directors, representatives, agents, and employees from and against any and all claims, liabilities, costs, and expenses, including, without limitation, reasonable attorneys' fees, to the extent arising out of or related to the construction, maintenance, repair, or use of the Easement Area by Grantee. The foregoing indemnity shall survive any termination or reversion of the Easement granted hereunder.

6. Mortgagee Protection. The breach of any restriction or other provision of this Easement by Grantor or Grantee shall not defeat or render invalid or unenforceable the lien of any bona-fide mortgage or deed of trust made in good faith and for value on the interest of Grantor in the Easement Area from a bona-fide third party institutional lender, but all restrictions and other provisions of this Easement shall be binding and effective against any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

7. Notices. Any notice, consent, or approval required or permitted to be given under this Easement Deed shall be in writing and shall be given by (i) hand delivery, against receipt, (ii) reliable next-business-day courier service that provides confirmation of delivery, or (iii) United States registered or certified mail, postage prepaid, return receipt required, and addressed as follows (or to such other address as either party may from time to time specify in writing to the other upon five (5) days prior written notice in the manner provided above):

Grantee:

To: San Francisco Public Utilities Commission
525 Golden Gate Avenue, 10th Floor
San Francisco, California 94103
Attention: Brian Morelli, WSIP Right of Way
Manager
Facsimile No.: (415) 487-5200

With a copy to:

Richard Handel
Deputy City Attorney
Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4682
Facsimile No.: (415) 554-4755

Grantor:

To: John Daly Boulevard L.P.
Monarch Ventures L.P.
Wilbak Investments L.P.
C/O Gerson Bakar & Associates
201 Filbert Street, Suite 700
San Francisco, CA 94133-3242
Attention: Stephen J. LoPresti
Facsimile No.: (415) 391-1895

with a copy to:

James H. Abrams
Greene Radovsky Maloney
Share & Hennigh LLP
Four Embarcadero Center, Suite 4000
San Francisco, California 94111-4106
Facsimile No.: (415) 777-4961

A properly addressed notice transmitted by one of the foregoing methods shall be deemed received upon confirmed delivery, attempted delivery, or rejected delivery. Facsimile numbers are provided above for convenience of communication only; neither party may give official or binding notice by facsimile.

8. Run with the Land. The provisions of this Easement Deed shall run with the land, burden the Easement Area, and bind and inure to the benefit of the respective successors and assigns of Grantee and Grantor. If Grantor sells, conveys, or assigns any property interest encumbered by this Deed, Grantor shall notify the successor or assignee of the rights and obligations of both parties as stated herein.

9. Exhibits. The Exhibits referenced in this Easement Deed are attached to and made a part of this Deed.

10. Counterparts. This Easement Deed may be executed in counterparts, each of which shall be an original, but all counterparts shall constitute one instrument.

[Remainder of page intentionally left blank.]

Executed as of this _____ day of _____, 2015.

GRANTOR:

JOHN DALY BOULEVARD
ASSOCIATES, L.P., a California Limited
Partnership

By: G. Bakar Properties, Inc.,
a California corporation,
its General Partner

By: _____
Stephen J. LoPresti, Secretary

MONARCH VENTURES, L.P. A
CALIFORNIA, a California Limited
Partnership

By: G. Bakar Properties, Inc.,
a California corporation,
its General Partner

By: _____
Stephen J. LoPresti, Secretary

WILBAK INVESTMENTS, L.P., a
California Limited Partnership By:

By: G. Bakar Properties, Inc.,
a California corporation,
its General Partner

By: _____
Stephen J. LoPresti, Secretary

ACCEPTED:

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: _____
Richard Handel, Deputy City Attorney

PUC Resolution: _____

Dated: _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed dated _____, from the Grantor to the City and County of San Francisco, is hereby accepted pursuant to Board of Supervisors' Resolution No. 18110 Series of 1939, approved August 7, 1957, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____
JOHN UPDIKE
Director of Property

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 _____)ss

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)

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 _____)ss

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)

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State of California)
)ss
County of _____)

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)

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 _____)

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 1 TO
PERMANENT ACCESS ROAD EASEMENT DEED
LEGAL DESCRIPTION OF EASEMENT AREA
FOR PERMANENT ACCESS ROAD EASEMENT

**[Attach Legal Description of
Permanent Access Road Easement Area
across Grantor's Real Property]**

[See following page]



October 7, 2013

EXHIBIT "A"
LEGAL DESCRIPTION

CUP-3A, SITE 1, PARCEL 2A

STRIP 1

All that real property situate in the City of Daly City, County of San Mateo, State of California, being a portion of Parcel G-VII as said parcel is described in that certain Grant Deed recorded on May 18, 2005 as Document Number 2005-081300, Official Records of San Mateo County, State of California, being a strip of land 20 feet wide, 10 feet on each side of the following described centerline:

BEGINNING at the most southerly corner of said parcel;

thence along the southwesterly line of said parcel, North 57°28'30" West, 31.52 feet to the **TRUE POINT OF BEGINNING**;

thence North 5°23'38" West, 109.67 feet;

thence North 12°11'13" West, 179.18 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 45.00 feet, through a central angle of 66°38'27" and an arc length of 52.34 feet;

thence North 78°49'40" West, 657.93 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 200.00 feet, through a central angle of 15°41'40" and an arc length of 54.78 feet to a point of compound curvature, to be referred to hereafter as **POINT A**;



ENGINEERS
SURVEYORS
PLANNERS

thence northwesterly along said curve having a radius of 50.00 feet, through a central angle of $42^{\circ}50'00''$ and an arc length of 37.38 feet;

thence North $20^{\circ}18'00''$ West, 153.45 feet to the northwesterly line of said parcel and the **POINT OF ENDING**, the sidelines of the above described easement are to be lengthened or shortened to terminate in said northwesterly and southwesterly lines of said parcel;

STRIP 2

All that real property situate in the City of Daly City, County of San Mateo, State of California, being a portion of Parcel G-VII as said parcel is described in that certain Grant Deed recorded on May 18, 2005 as Document Number 2005-081300, Official Records of San Mateo County, State of California, being a strip of land 20 feet wide, 10 feet on each side of the following described centerline:

BEGINNING at the herein above described **POINT A**, being a point on a curve to the right, to which point a radial line bears South $26^{\circ}52'00''$ West;

thence along said curve having a radius of 200.00 feet, through a central angle of $42^{\circ}50'00''$, for an arc length of 149.52 feet;

thence North $20^{\circ}18'00''$ West, 51.47 feet to the northwesterly line of said parcel and the **POINT OF ENDING**, the sidelines of the above described easement are to be lengthened or shortened to terminate in said northwesterly line of said parcel;

Total combined area for Strip 1 and Strip 2 of **PARCEL 2A** is 28,191 square feet, more or less.



Basis of Bearings

The bearing North 69°42' East, of the centerline of South Mayfair Avenue as shown on that certain map entitled "Westlake Unit No. 3B, Daly City, San Mateo County, California" and recorded on October 2nd, 1956 in Book 46 of Maps at page 14, San Mateo County Records was taken as the basis of all bearings shown.

A plat showing the above-described parcel is attached herein and made a part hereof as Exhibit "B".

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors' Act.


Raymond C Sullivan, PLS 8337



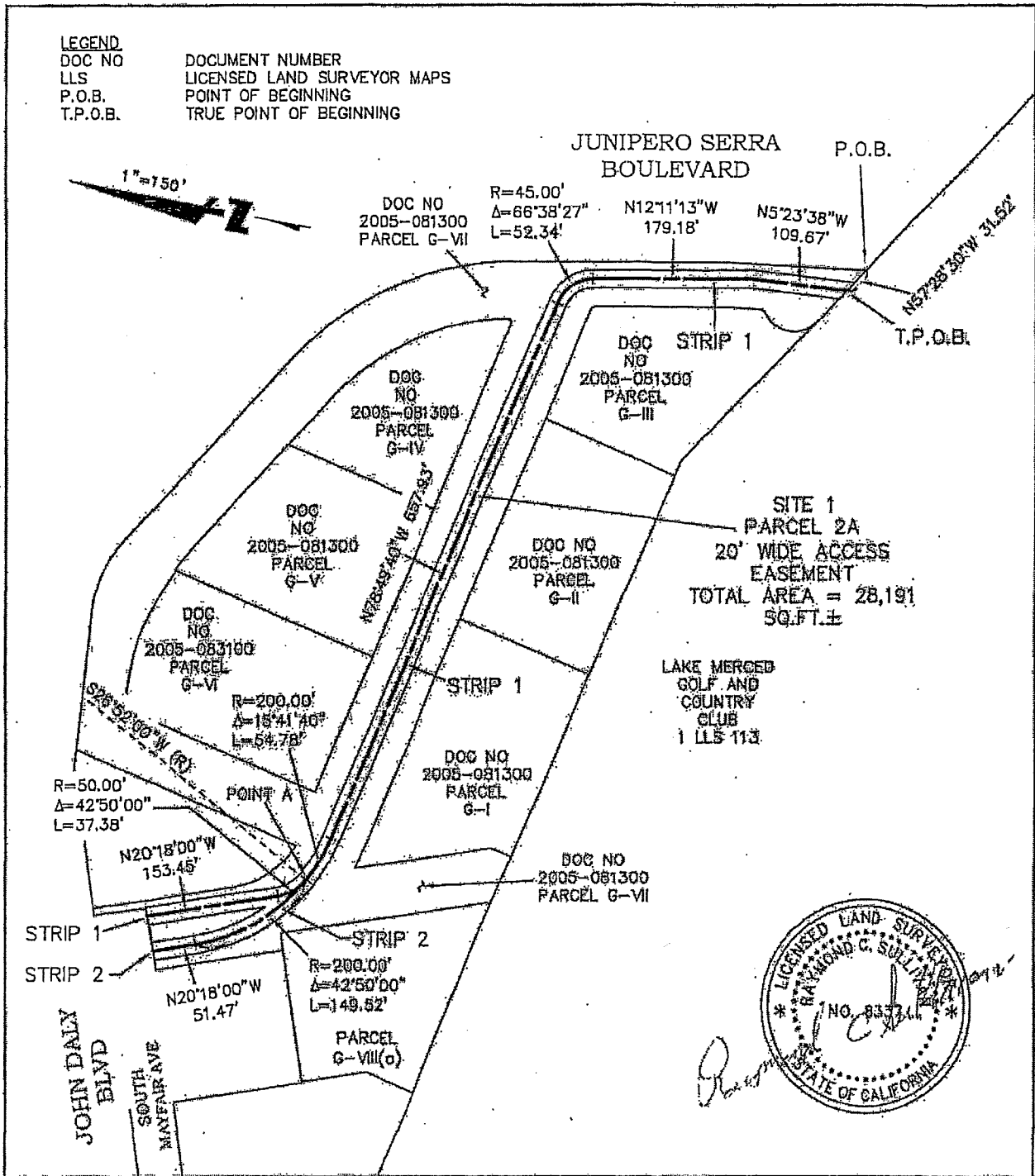
10/02/13
Date

EXHIBIT 2 TO
PERMANENT ACCESS EASEMENT DEED
DEPICTION OF EASEMENT AREA
FOR PERMANENT ACCESS EASEMENT

**[Attach Diagram or Picture Depicting
Permanent Access Easement Area on Grantor's Property]**

[See following page]

LEGEND
 DOC NO DOCUMENT NUMBER
 LLS LICENSED LAND SURVEYOR MAPS
 P.O.B. POINT OF BEGINNING
 T.P.O.B. TRUE POINT OF BEGINNING



255 SHORELINE DR
 SUITE 200
 REDWOOD CITY, CA 94065
 650-482-6300
 650-482-6399 (FAX)

Subject EXHIBIT B
CUP-3A, SITE 1 PARCEL 2A
 Job No. 20060212-12
 By RCS Date 10/07/13 Chkd. _____
 SHEET 1 OF 1

EXHIBIT C

TO

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

FORM OF EASEMENT DEED FOR AE 3A EASEMENT
(PERMANENT ACCESS ROAD EASEMENT)

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

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

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

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

EASEMENT DEED
(Access Easement)

(Portion of Assessor's Parcel No. 002-201-650)

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, JOHN DALY BOULEVARD ASSOCIATES, L.P., a California limited partnership, with respect to an undivided 78.0% interest in the parcel of real property described below; MONARCH VENTURES, L.P. a California limited partnership, with respect to an undivided 18.0% interest in the parcel of real property described below; and WILBAK INVESTMENTS, L.P., a California limited partnership, with respect to an undivided 4.0% interest in the parcel of real property described below (each of the foregoing entities are referred to collectively in this Deed as "**Grantor**"), hereby grant to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**Grantee**"), a permanent, nonexclusive easement for access purposes as further described below (the "**Easement**") over, across, along, and upon Grantor's real property (the "**Property**") in the City of Daly City, San Mateo County, California and commonly known as Assessor's Parcel 002-201-650. The specific location of the portion of Grantor's real property that is subject to the Easement is more particularly described in the attached **Exhibit 1** and depicted in the attached **Exhibit 2** (the "**Easement Area**").

1. **Nature of Easement.** The Easement includes the right to improve, inspect, maintain, repair, operate, and use an area approximately fifteen (15) feet in width (the "**Road**") for personnel and vehicular access and ingress to and egress from to Grantee's facilities and personal property located or to be located on a parcel of real property adjacent to the Property that is designated by the County of San Mateo in its Official Records as 1457 O.R. 146 (the "**Adjacent Parcel**"). The Easement includes the right to modify, remove, or replace the Road, provided that Grantee obtains Grantor's approval of the proposed modification, removal, and/or replacement, which approval shall not be unreasonably withheld, conditioned, or delayed. In an emergency, however, Grantee may, but shall not be obligated to, make such modifications as are reasonably necessary under the circumstances to preserve or restore the safe use of the Easement, without Grantor's prior approval, provided that Grantee shall give Grantor such notice of the

modifications as is reasonable under the circumstances, which may be retroactively. The Easement also includes the right to conduct road grading, clearing of culverts, and vegetation management and the right to do such other things as are necessary for the full enjoyment and accomplishment of the purposes of the Easement. Grantee's rights under this Deed may be exercised by Grantee's agents, contractors, subcontractors, suppliers, consultants, employees, licensees, invitees, or representatives, or by other authorized persons acting for or on behalf of Grantee (collectively, "Agents").

2. **Maintenance.** Grantee shall be responsible to repair and maintain the Road at its expense.

3. **Special Costs.** To the extent that the Easement Area, or any improvements thereon or underneath, is damaged or destroyed because of the willful or negligent acts or omissions of Grantee or its Agents, Grantee shall pay all costs and expenses of repairing and/or restoring such damage or destruction. Additionally, in the event that the Easement Area is damaged or destroyed because of its usage by construction vehicles and/or equipment performing work in connection with the development, reconstruction, or repair of any of **Grantee's facilities located on the Adjacent Parcel, the Grantee shall pay all costs and expenses** of repairing and or restoring such damage or destruction..

4. **Relocation.** Grantor may elect to relocate to another location on the Property any portion or all of the Easement Area, provided that (a) Grantor gives Grantee at least sixty (60) days' prior written notice of Grantor's intent to relocate the Easement Area that specifies the location of the proposed relocated Easement, (b) such proposed relocation of the Easement Area will provide reasonably equivalent access to Grantee's facilities located on the Property and/or the Adjacent Parcel, (c) City grants its written consent to such relocation, such consent not to be unreasonably, withheld or delayed so long as such proposed relocation of the Easement Area provides reasonably equivalent access to Grantee's facilities located on the Adjacent Parcel, and (d) Grantor promptly pays or reimburses City for its actual costs incurred in connection with the relocation of the Easement Area, including City's attorneys' fees and costs and any recording, surveying, title insurance, or other costs resulting from or associated with such relocation.

5. **Indemnity.** Grantee shall indemnify and hold harmless Grantor, its officers, directors, representatives, agents, and employees from and against any and all claims, liabilities, costs, and expenses, including, without limitation, reasonable attorneys' fees, to the extent arising out of or related to the construction, maintenance, repair, or use of the Easement Area by Grantee. The foregoing indemnity shall survive any termination or reversion of the Easement granted hereunder.

6. **Mortgagee Protection.** The breach of any restriction or other provision of this Easement by Grantor or Grantee shall not defeat or render invalid or unenforceable the lien of any bona-fide mortgage or deed of trust made in good faith and for value on the interest of Grantor in the Easement Area from a bona-fide third party institutional lender, but all restrictions and other provisions of this Easement shall be binding and effective against any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

7. **Notices.** Any notice, consent, or approval required or permitted to be given under this Easement Deed shall be in writing and shall be given by (i) hand delivery, against receipt, (ii) reliable next-business-day courier service that provides confirmation of delivery, or (iii) United States registered or certified mail, postage prepaid, return receipt required, and addressed as follows (or to such other address as either party may from time to time specify in writing to the other upon five (5) days prior written notice in the manner provided above):

Grantee:

To: San Francisco Public Utilities Commission
525 Golden Gate Avenue, 10th Floor
San Francisco, California 94103
Attention: Brian Morelli, WSIP Right of Way
Manager
Facsimile No.: (415) 487-5200

With a copy to:

Richard Handel
Deputy City Attorney
Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4682
Facsimile No.: (415) 554-4755

Grantor:

To: John Daly Boulevard L.P.
Monarch Ventures L.P.
Wilbak Investments L.P.
C/O Gerson Bakar & Associates
201 Filbert Street, Suite 700
San Francisco, CA 94133-3242
Attention: Stephen J. LoPresti
Facsimile No.: (415) 391-1895

with a copy to:

James H. Abrams
Greene Radovsky Maloney
Share & Hennigh LLP
Four Embarcadero Center, Suite 4000
San Francisco, California 94111-4106
Facsimile No.: (415) 777-4961

A properly addressed notice transmitted by one of the foregoing methods shall be deemed received upon confirmed delivery, attempted delivery, or rejected delivery. Facsimile numbers are provided above for convenience of communication only; neither party may give official or binding notice by facsimile.

8. Run with the Land. The provisions of this Easement Deed shall run with the land, **burden** the Easement Area, and bind and inure to the benefit of the respective successors and assigns of Grantee and Grantor. If Grantor sells, conveys, or assigns any property interest encumbered by this Deed, Grantor shall notify the successor or assignee of the rights and obligations of both parties as stated herein.

9. Exhibits. The Exhibits referenced in this Easement Deed are attached to and made a part of this Deed.

10. Counterparts. This Easement Deed may be executed in counterparts, each of which shall be an original, but all counterparts shall constitute one instrument.

[Remainder of page intentionally left blank.]

Executed as of this _____ day of _____, 2015.

GRANTOR:

JOHN DALY BOULEVARD ASSOCIATES,
L.P., a California Limited Partnership

By: G. Bakar Properties, Inc.,
a California corporation,
its General Partner

By: _____
Stephen J. LoPresti, Secretary

MONARCH VENTURES, L.P. A
CALIFORNIA, a California Limited Partnership

By: G. Bakar Properties, Inc.,
a California corporation,
its General Partner

By: _____
Stephen J. LoPresti, Secretary

WILBAK INVESTMENTS, L.P., a California
Limited Partnership By:

By: G. Bakar Properties, Inc.,
a California corporation,
its General Partner

By: _____
Stephen J. LoPresti, Secretary

ACCEPTED:

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: _____
Richard Handel, Deputy City Attorney

PUC Resolution: _____

Dated: _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed dated _____, from the Grantor to the City and County of San Francisco, is hereby accepted pursuant to Board of Supervisors' Resolution No. 18110 Series of 1939, approved August 7, 1957, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____
JOHN UPDIKE
Director of Property

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 _____)

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)

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 _____)

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)

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State of California)
County of _____)ss

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)

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State of California)
County of _____)ss

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 1 TO
PERMANENT ACCESS ROAD EASEMENT DEED
LEGAL DESCRIPTION OF EASEMENT AREA
FOR PERMANENT ACCESS ROAD EASEMENT

**[Attach Legal Description of
Permanent Access Road Easement Area
across Grantor's Real Property]**

[See following page]



ENGINEERS
SURVEYORS
PLANNERS

June 30, 2013

EXHIBIT "A"
LEGAL DESCRIPTION

CUP-5, SITE 3

PARCEL 3A

All that real property situate in the unincorporated portion of San Mateo County, State of California, being a portion Parcel Q as said parcel is described in that certain Grant Deed recorded on May 18, as Document Number 2005-081300 of Official Records, San Mateo County, and more particularly described as follows:

BEGINNING at the 1-1/2" Iron Pipe, open, in concrete, at the northeast corner of Lot 26 as said lot is shown on the S.S. White Tract recorded on October 19, 1871, in Book "E" of Original Maps at page 21 and copied into Book 1 of Maps at page 18, San Mateo County Records, and as shown on that certain Record of Survey, No. 2426, recorded on May 13, 2013, in Volume 38 of Licensed Land Surveyor Maps at pages 35 and 36, San Mateo County Records;

thence along the northerly line of said tract recorded in Book 1 of Maps at page 18, North 89°04'46" West, 55.00 feet to southeast corner of the parcel described in that certain deed recorded on July 2, 1954 in Book 2610 of Official Records at page 85, San Mateo County;

thence along the easterly line of last said parcel, North 10°31'34" East, 0.15 feet to the southerly line of the former Ocean Shore Railroad right-of-way;

thence along last said southerly line, North 87°05'36" West, 44.79 feet to the southeast corner of the said Parcel Q and the **TRUE POINT OF BEGINNING**;

thence continuing along last said southerly line, North 87°05'36" West, 72.34 feet to the beginning of a non-tangent curve to the left, from which point a radial line bears South 10°34'33" East;



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SURVEYORS
PLANNERS

thence northeasterly along said curve having a radius of 450.00 feet, through a central angle of 8°47'44" and an arc length of 69.08 feet to the easterly line of said Parcel Q;

thence along last said easterly line, South 14°32'42" East, 22.21 feet to the **TRUE POINT OF BEGINNING**, containing an area of 705 square feet, more or less.

All bearings and distances shown on this exhibit are based upon the North American Datum of 1983 (NAD 83), California Coordinate System, Zone III, Epoch 1991.35. All distances shown hereon are grid distances. To convert to ground distance, multiply expressed distances by 1.00007405. Areas shown are calculated using grid distances. To convert to ground area, multiply the expressed area by 1.00014811.

A plat showing the above-described parcel is attached herein and made a part hereof as Exhibit "B".

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors' Act.

Raymond C Sullivan
Raymond C Sullivan, PLS 8337

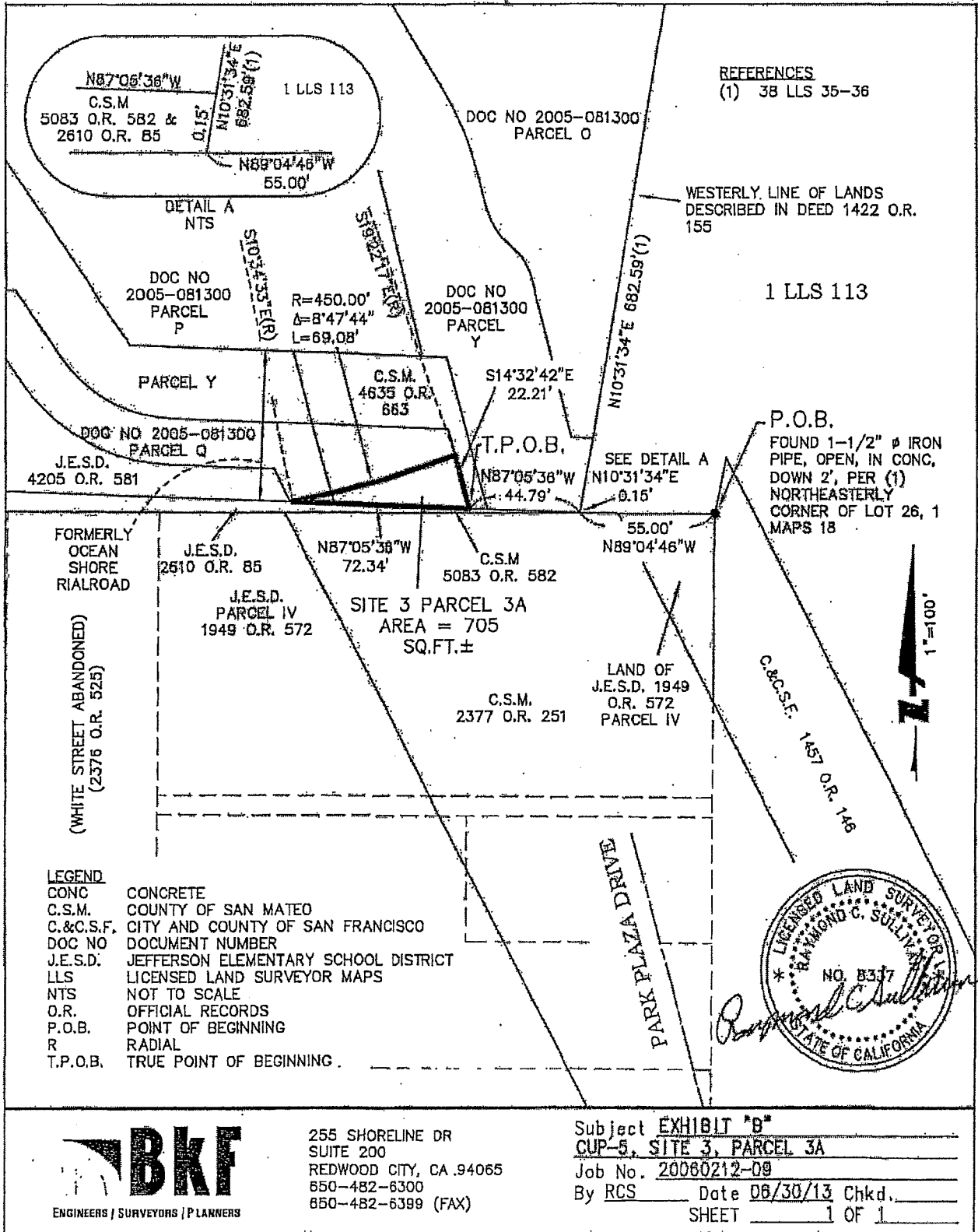


7/1/13
Date

EXHIBIT 2 TO
PERMANENT ACCESS EASEMENT DEED
DEPICTION OF EASEMENT AREA
FOR PERMANENT ACCESS EASEMENT

**[Attach Diagram or Picture Depicting
Permanent Access Easement Area on Grantor's Property]**

[See following page]



255 SHORELINE DR
SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

Subject **EXHIBIT "B"**
CUP-5, SITE 3, PARCEL 3A
Job No. 20060212-09
By RCS Date 08/30/13 Chkd. _____
SHEET 1 OF 1

EXHIBIT D

TO

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

**FORM OF EASEMENT DEED FOR TCE 3B EASEMENT
(TEMPORARY CONSTRUCTION EASEMENT)**

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

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

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

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

EASEMENT DEED

(Temporary Construction Easement)

(Portion of Assessor's Parcel No. 002-201-650)

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, JOHN DALY BOULEVARD ASSOCIATES, L.P., a California limited partnership, with respect to an undivided 78.0% interest in the parcel of real property described below; MONARCH VENTURES, L.P. a California limited partnership, with respect to an undivided 18.0% interest in the parcel of real property described below; and WILBAK INVESTMENTS, L.P., a California limited partnership, with respect to an undivided 4.0% interest in the parcel of real property described below (each of the foregoing entities are referred to collectively in this Deed as "**Grantor**"), hereby grant to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**Grantee**"), a temporary, exclusive easement for construction and access purposes as further described below (the "**Easement**") over, across, under, and upon Grantor's real property in the City of Daly City, San Mateo County, California and commonly known as Assessor's Parcel 002-201-650. The specific location of the portion of Grantor's real property that is subject to the Easement is more particularly described in the attached **Exhibit 1** and depicted in the attached **Exhibit 2** (the "**Easement Area**").

1. Nature of Easement. The Easement Area shall consist of an exclusive surface easement that shall be used primarily for construction staging and general construction-related activities. Grantee's rights to use any portion of the Easement Area shall include (a) the right to store, use, and stage construction trailers, equipment, vehicles, machinery, tools, materials, supplies, and excavated soils in connection with the construction of Grantee's Regional Groundwater Storage and Recovery Project (the "**Project**"); (b) the right to improve, repair, and maintain the Easement Area, including grading, installation of paving and/or crushed rock, fencing, management of vegetation impinging on the Easement Area; and (c) such other rights as are reasonably necessary for the full enjoyment and accomplishment of the purposes of the

Easement. Grantee's rights under this Deed may be exercised by Grantee's agents, contractors, subcontractors, suppliers, consultants, employees, licensees, invitees, or representatives, or by other authorized persons acting for or on behalf of Grantee.

2. Term of Easement. The term of the Easement shall commence on the date (the "**Commencement Date**") on which Grantee's contractor first enters the Easement Area to commence staging in connection with construction of the Project after Grantee's issuance of a Notice to Proceed to the contractor. Grantee shall provide, or cause its contractor to provide, at least thirty (30) days' advance written notice to Grantor of the Commencement Date. At the request of either party, Grantor and Grantee shall confirm in writing the Commencement Date. The Easement shall expire on the last day of the eighteenth (18th) full calendar month after the Commencement Date; however, Grantee shall have the option to extend the term on a month-to-month basis not to exceed an additional six (6) months beyond the original expiration term of the easement. Thirty (30) days' written notice will be given to Grantor if Grantee elects to exercise its option for any such extension. Upon expiration of the extended term, Grantee shall pay Grantor an additional sum for any such extensions at the same rate paid by Grantor to Grantee for the initial term of the Easement (prorated on a monthly basis).

3. Restoration. Upon the earlier of expiration of the term of the Easement or Grantee's completion of the Project, Grantee shall restore, as nearly as reasonably possible, the surface of the Easement Area to its condition immediately prior to the commencement of the work related to the Project. If Grantee fails to so restore the surface of the Easement Area, then following thirty (30) days' prior written notice and opportunity to cure given to Grantee, or, if such if such restoration is not reasonably possible within such 30-day period, following a reasonable period to complete such restoration if, within such 30—day period, Grantee promptly undertakes action to restore the Easement Area and thereafter diligently prosecutes the same to completion, Grantor shall have the right to remedy or repair the surface of the Easement Area and Grantee shall reimburse Grantor within thirty (30) days after receipt of an invoice from Grantor for the actual reasonable costs incurred by Grantor in performing such remedy or repair.

4. Indemnity. Grantee shall indemnify and hold harmless Grantor, its officers, directors, representatives, agents, and employees from and against any and all claims, liabilities, costs, and expenses, including, without limitation, reasonable attorneys' fees, to the extent arising out of or related to the construction, maintenance, repair, or use of the Easement Area by Grantee. The foregoing indemnity shall survive any termination or reversion of the Easement granted hereunder.

5. Mortgage Protection. The breach of any restriction or other provision of this Easement shall not defeat or render invalid or unenforceable the lien of any bona-fide mortgage or deed of trust made in good faith and for value on the interest of Grantor in the Easement Area from a bona-fide third party institutional lender, but all restrictions and other provisions of this Easement shall be binding and effective against any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

6. Notices. Any notice, consent, or approval required or permitted to be given under this Easement Deed shall be in writing and shall be given by (i) hand delivery, against receipt, (ii) reliable next-business-day courier service that provides confirmation of delivery, or (iii) United States registered or certified mail, postage prepaid, return receipt required, and addressed as follows (or to such other address as either party may from time to time specify in writing to the other upon five (5) days prior written notice in the manner provided above):

Grantee:

To: San Francisco Public Utilities Commission
525 Golden Gate Avenue, 10th Floor
San Francisco, California 94103
Attention: Brian Morelli, WSIP Right of Way
Manager
Facsimile No.: (415) 487-5200

With a copy to: Richard Handel
Deputy City Attorney
Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4682
Facsimile No.: (415) 554-4755

Grantor:

To: John Daly Boulevard L.P.
Monarch Ventures L.P.
Wilbak Investments L.P.
C/O Gerson Bakar & Associates
201 Filbert Street, Suite 700
San Francisco, CA 94133-3242
Attention: Stephen J. LoPresto
Facsimile No.: (415) 391-1895

with a copy to: James H. Abrams
Greene Radovsky Maloney
Share & Hennigh LLP
Four Embarcadero Center, Suite 4000
San Francisco, California 94111-4106
Facsimile No.: (415) 777-4961

A properly addressed notice transmitted by one of the foregoing methods shall be deemed received upon confirmed delivery, attempted delivery, or rejected delivery. Facsimile numbers are provided above for convenience of communication only; neither party may give official or binding notice by facsimile.

7. Run with the Land. The provisions of this Easement Deed shall run with the land, burden the Easement Area, and bind and inure to the benefit of the respective successors and assigns of Grantee and Grantor. If Grantor sells, conveys, or assigns any property interest encumbered by this Deed, Grantor shall notify the successor or assignee of the rights and obligations of both parties as stated herein.

8. Exhibits. The Exhibits referenced in this Deed are attached to and made a part of this Deed.

9. Counterparts. This Deed may be executed in counterparts, each of which shall be an original, but all counterparts shall constitute one instrument.

[Remainder of page intentionally left blank.]

Executed as of this _____ day of _____, 2015.

GRANTOR:

JOHN DALY BOULEVARD ASSOCIATES,
L.P., a California Limited Partnership

By: G. Bakar Properties, Inc.,
a California corporation,
its General Partner

By: _____
Stephen J. LoPresti, Secretary

MONARCH VENTURES, L.P. A
CALIFORNIA, a California Limited Partnership

By: G. Bakar Properties, Inc.,
a California corporation,
its General Partner

By: _____
Stephen J. LoPresti, Secretary

WILBAK INVESTMENTS, L.P., a California
Limited Partnership By:

By: G. Bakar Properties, Inc.,
a California corporation,
its General Partner

By: _____
Stephen J. LoPresti, Secretary

ACCEPTED:

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: _____
Richard Handel, Deputy City Attorney

PUC Resolution: _____

Dated: _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed dated _____, from the Grantor to the City and County of San Francisco, is hereby accepted pursuant to Board of Supervisors' Resolution No. 18110 Series of 1939, approved August 7, 1957, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____

JOHN UPDIKE
Director of Property

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 _____)

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)

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 _____)

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)

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 _____)

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)

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 _____)

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 1 TO
TEMPORARY CONSTRUCTION EASEMENT DEED
LEGAL DESCRIPTION OF EASEMENT AREA
FOR TEMPORARY CONSTRUCTION EASEMENT

**[Attach Legal Description of
Temporary Construction Easement Area
across Grantor's Real Property]**

[See following page]



ENGINEERS
SURVEYORS
PLANNERS

June 30, 2013

EXHIBIT "A"
LEGAL DESCRIPTION

CUP-5, SITE 3

PARCEL 3A

All that real property situate in the unincorporated portion of San Mateo County, State of California, being a portion Parcel Q as said parcel is described in that certain Grant Deed recorded on May 18, as Document Number 2005-081300 of Official Records, San Mateo County, and more particularly described as follows:

BEGINNING at the 1-1/2" Iron Pipe, open, in concrete, at the northeast corner of Lot 26 as said lot is shown on the S.S. White Tract recorded on October 19, 1871, in Book "E" of Original Maps at page 21 and copied into Book 1 of Maps at page 18, San Mateo County Records, and as shown on that certain Record of Survey, No. 2426, recorded on May 13, 2013, in Volume 38 of Licensed Land Surveyor Maps at pages 35 and 36, San Mateo County Records;

thence along the northerly line of said tract recorded in Book 1 of Maps at page 18, North 89°04'46" West, 55.00 feet to southeast corner of the parcel described in that certain deed recorded on July 2, 1954 in Book 2610 of Official Records at page 85, San Mateo County;

thence along the easterly line of last said parcel, North 10°31'34" East, 0.15 feet to the southerly line of the former Ocean Shore Railroad right-of-way;

thence along last said southerly line, North 87°05'36" West, 44.79 feet to the southeast corner of the said Parcel Q and the **TRUE POINT OF BEGINNING**;

thence continuing along last said southerly line, North 87°05'36" West, 72.34 feet to the beginning of a non-tangent curve to the left, from which point a radial line bears South 10°34'33" East;



ENGINEERS
SURVEYORS
PLANNERS

thence northeasterly along said curve having a radius of 450.00 feet, through a central angle of 8°47'44" and an arc length of 69.08 feet to the easterly line of said Parcel Q;

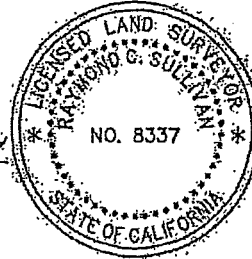
thence along last said easterly line, South 14°32'42" East, 22.21 feet to the **TRUE POINT OF BEGINNING**, containing an area of 705 square feet, more or less.

All bearings and distances shown on this exhibit are based upon the North American Datum of 1983 (NAD 83), California Coordinate System, Zone III, Epoch 1991.35. All distances shown hereon are grid distances. To convert to ground distance, multiply expressed distances by 1.00007405. Areas shown are calculated using grid distances. To convert to ground area, multiply the expressed area by 1.00014811.

A plat showing the above-described parcel is attached herein and made a part hereof as Exhibit "B".

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors' Act.

Raymond C Sullivan
Raymond C Sullivan, PLS 8337



7/1/13
Date

EXHIBIT 2 TO

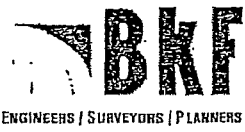
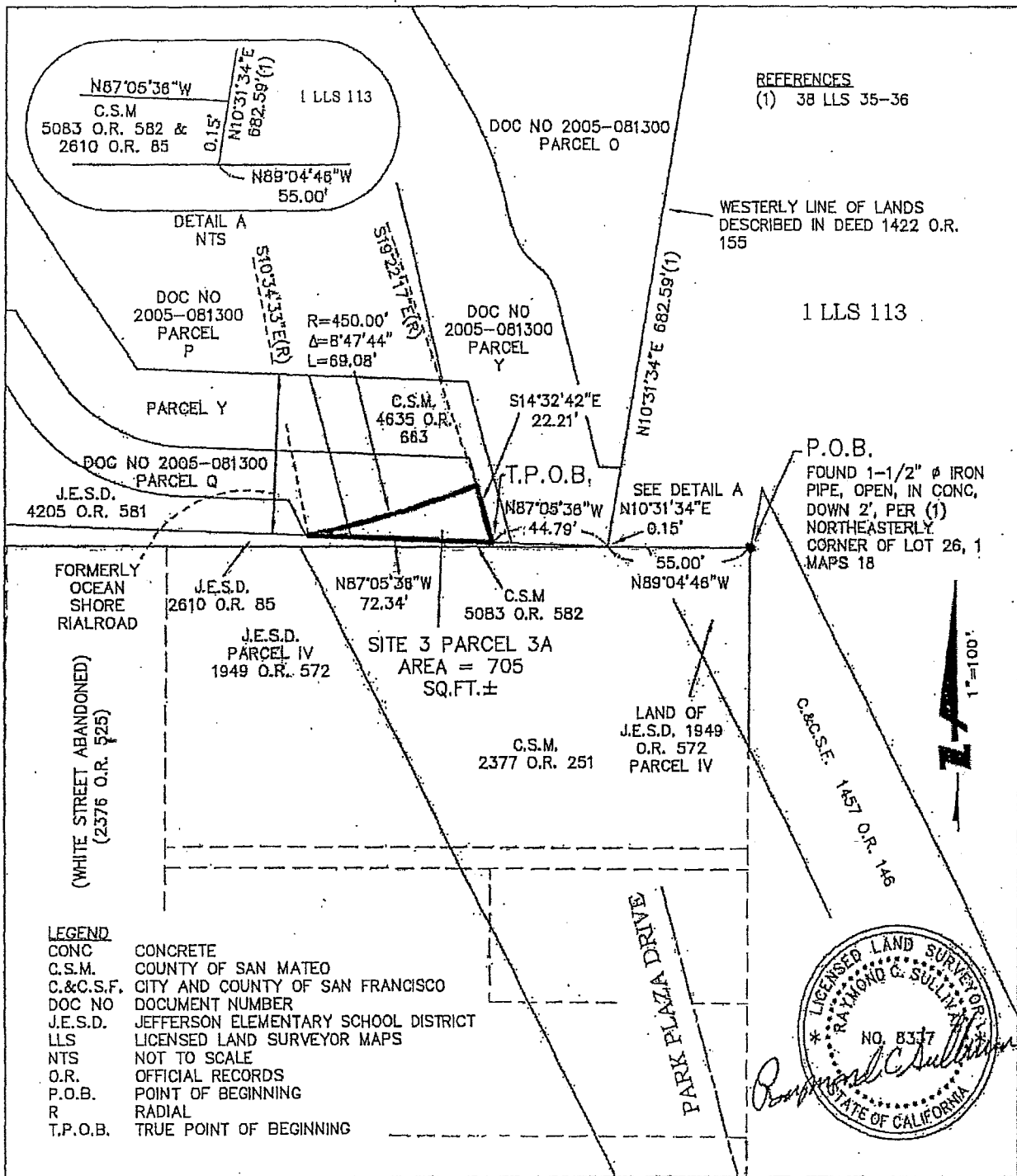
TEMPORARY CONSTRUCTION EASEMENT DEED

DEPICTION OF EASEMENT AREA

FOR TEMPORARY CONSTRUCTION EASEMENT

**[Attach Diagram or Picture Depicting
Permanent Access Easement Area on Grantor's Property]**

[See following page]

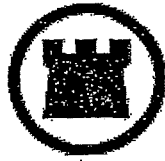


255 SHORELINE DR
SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

Subject **EXHIBIT "B"**
CUP-5, SITE 3, PARCEL 3A
Job No. 20060212-09
By RCS Date 06/30/13 Chkd. _____
SHEET 1 OF 1

EXHIBIT E

**PRELIMINARY TITLE REPORT FOR PONCETTA PARCEL (PERMANENT
ACCESS ROAD EASEMENT 2A)**



CHICAGO TITLE COMPANY

PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein, **Chicago Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Chicago Title Insurance Company, a Nebraska corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Chicago Title Insurance Company

By:

President

Attest:

Secretary

Countersigned By:

Authorized Officer or Agent



Visit Us on our Website: www.ctic.com



CHICAGO TITLE COMPANY

ISSUING OFFICE: 2150 John Glenn Drive, Suite 400, Concord, CA 94520

FOR SETTLEMENT INQUIRIES, CONTACT:

Chicago Title Company
455 Market Street, Suite 2100 • San Francisco, CA 94105
(415)788-0871 • FAX (415)896-9427

*Another Prompt Delivery From Chicago Title Company Title Department
Where Local Experience And Expertise Make A Difference*

PRELIMINARY REPORT

Update A

Title Officer: Jeff Martin
Title No.: FWTO-4071400237-JM

Escrow Officer: Tyson Miklebost
E-Mail: Tyson.Miklebost@ctt.com
Escrow No.: 160340684

TO: Chicago Title Company
455 Market Street, Suite 2100
San Francisco, CA 94105
Attn: Tyson Miklebost

TO: Builder Services Administration
6210 Stoneridge Mall Rd. Suite 320-B
Pleasanton, CA 94588
Attn: Elise Bassett

PROPERTY ADDRESS(ES): APN: 002-072-250, Daly City, CA

EFFECTIVE DATE: September 10, 2015 at 07:30 AM

The form of policy or policies of title insurance contemplated by this report is:

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A FEE, together with a LEASEHOLD ESTATE in the ground as created by that certain unrecorded lease dated September 21, 1972, by and between Bankamerica Realty Investors, a California Real Estate Investment Trust, as Lessor, and Westlake Associates, a California limited partnership, as Lessee, referenced in that certain document entitled, "Memorandum of Lease", which recorded September 22, 1972 in Book 6236, Official Records, at Page 489 (Instrument No. 60429-AF), for the term, upon and subject to all the provisions contained in said document, and in said lease.

Amendment to Memorandum of Lease dated December 18, 1973, by and between Bankamerica Realty Investors, a California Real Estate Investment Trust (landlord), and Westlake Associates, a California limited partnership (tenant), which recorded January 4, 1974 in Book 6529, Official Records, Page 595 (Instrument No. 4716-AH).

By Assignment dated July 9, 1996, executed by BRE Properties, Inc. as Assignor, the interest of Assignor in and to the above leasehold estate was assigned to John Daly Boulevard Associates, L.P., as assignee, recorded July 11, 1996, Instrument No. 96083685, of Official Records.

An agreement to amend or modify certain provisions of said lease, as set forth in the document executed by:

As Lessor: John Daly Boulevard Associates, L.P., California Limited Partnership
As Lessee: DEGE, LP, California Limited Partnership
Recorded: April 26, 2005, Instrument No. 2005-067862, of Official Records

By Assignment dated April 1, 2005, executed by John Daly Boulevard Associates, L.P., California Limited Partnership as Assignor, the interest of Assignor in and to the above leasehold estate was assigned to DEGE, LP, California Limited Partnership, as assignee, recorded April 26, 2005, Instrument No. 2005-067862, of Official Records.

Affects: as to an undivided 22.0% interest

By Assignment dated April 1, 2005, executed by DEGE, LP, California Limited Partnership as Assignor, the interest of Assignor in and to the above leasehold estate was assigned to Monarch Ventures, L.P., California Limited Partnership and Wilbak Investments, LP, California Limited Partnership, as assignee, recorded May 18, 2005, Instrument No. 2005-081301, of Official Records.

and re-recorded July 14, 2005, Instrument No. 2005-117500, of Official Records

Affects:
the Assignor's undivided 22.0% interest

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

John Daly Boulevard Associates, L.P., a California Limited Partnership, as to an undivided 78.0% interest;
and

Monarch Ventures, L.P., a California limited partnership, as to an undivided 18.0% interest; and

Wilbak Investments, L.P., a California limited partnership, as to an undivided 4.0% interest

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 002-072-250

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

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF ALEMANY BOULEVARD, SAID POINT BEING NORTH 69° 42' EAST 688.30 FEET FROM POINT "A" AS SHOWN ON THE MAP ENTITLED, "WESTLAKE SUBDIVISION NO. 3", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON APRIL 7, 1950 IN BOOK 31 OF MAPS AT PAGES 17, 18, AND 19, SAID POINT OF BEGINNING ALSO BEING THE MOST NORTHERLY CORNER OF THE LANDS DESCRIBED IN THE DEED FROM WESTLAKE INVESTMENT CO., INC., A CORPORATION, TO THE CITY OF DALY CITY, A MUNICIPAL CORPORATION, DATED APRIL 16, 1957 AND RECORDED APRIL 29, 1957 IN BOOK 3211 OFFICIAL RECORDS OF SAN MATEO COUNTY AT PAGE 294 (46781-P); THENCE FROM SAID POINT OF BEGINNING CONTINUING ON SAID SOUTHERLY LINE OF SAID ALEMANY BOULEVARD NORTH 69° 42' EAST 166.86 FEET TO THE MOST WESTERLY CORNER OF THE LANDS OF THE STATE OF CALIFORNIA DESCRIBED IN PARCEL 6A OF THAT CERTAIN FINAL ORDER OF CONDEMNATION OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF SAN MATEO, CASE NO. 106273 THE PEOPLE OF THE STATE OF CALIFORNIA VS. WESTLAKE INVESTMENT CO., INC., HENRY DOELGER BUILDER, INC., COUNTY OF SAN MATEO AND CITY OF DALY CITY, RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON APRIL 10, 1964 IN BOOK 4686 OFFICIAL RECORDS AT PAGE 467; THENCE LEAVING SAID SOUTHERLY LINE OF ALEMANY BOULEVARD ALONG THE SOUTHERLY AND SOUTHWESTERLY LINE OF SAID LANDS THE FOLLOWING COURSES: NORTH 84° 17' 48" EAST 177.81 FEET (NORTH 85° 31' 03" EAST 177.80 FEET, DEED); TANGENT TO THE LAST SAID COURSE ON THE ARC OF A CURVE TO THE RIGHT, WITH A RADIUS OF 148.01 FEET (148.00 FEET, DEED), SUBTENDING A CENTRAL ANGLE OF 37° 03' 37", AN ARC DISTANCE OF 95.74 FEET (95.73 FEET, DEED); SOUTH 58° 38' 35" EAST 277.53 FEET (SOUTH 57° 25' 20" EAST 277.51 FEET, DEED); TANGENT TO THE LAST SAID COURSE, ON THE ARC OF A CURVE TO THE RIGHT, WITH A RADIUS OF 348.03 FEET (348.00 FEET, DEED), SUBTENDING A CENTRAL ANGLE OF 46° 38' 51", AN ARC DISTANCE OF 283.35 FEET (283.33 FEET, DEED); SOUTH 11° 59' 44" EAST 246.28 FEET (SOUTH 10° 46' 29" EAST 246.26 FEET, DEED); SOUTH 9° 14' 07" EAST 83.76 FEET (SOUTH 8° 00' 52" EAST 83.75 FEET, DEED); TANGENT TO THE LAST SAID COURSE, ON THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 2,948.22 FEET (2,948.00 FEET, DEED), SUBTENDING A CENTRAL ANGLE OF 1° 26' 36" (1° 26' 12.5", DEED), AN ARC DISTANCE OF 74.27 FEET (73.93 FEET, DEED) TO A POINT IN THE NORTHERLY LINE OF THE LANDS OF LAKE MERCED GOLF AND COUNTRY CLUB AS DESCRIBED IN THE DEED FROM SPRING VALLEY WATER COMPANY TO LAKE MERCED GOLF AND COUNTRY CLUB, RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON JUNE 4, 1929 IN BOOK 426 OF OFFICIAL RECORDS AT PAGE 7; THENCE ALONG LAST SAID NORTHERLY LINE AND ALONG THE SOUTHERLY LINE OF THE LANDS DESCRIBED IN PARCEL 1 OF THE DEED FROM LAKE MERCED GOLF AND COUNTRY CLUB TO HENRY DOELGER BUILDER, INC., RECORDED OCTOBER 29, 1947, IN BOOK 1395 OF OFFICIAL RECORDS OF SAN MATEO COUNTY AT PAGE 434 (95943-G); NORTH 57° 28' 40" WEST 297.78 FEET AND NORTH 78° 49' 40" WEST 546.50 FEET TO THE MOST EASTERLY CORNER OF THE LANDS DESCRIBED IN DEED FROM WESTLAKE INVESTMENT COMPANY, INC., A CALIFORNIA CORPORATION, TO HENRY DOELGER BUILDER, INC., A CORPORATION, DATED JULY 1, 1963, AND RECORDED JULY 3, 1963 IN BOOK 4494 OF OFFICIAL RECORDS OF SAN MATEO COUNTY AT PAGE 484 (11703-W); THENCE ALONG THE EASTERLY LINE OF SAID LANDS NORTH 6° 37' WEST 5.25 FEET AND NORTH 20° 18' WEST 240.98 FEET TO THE NORTHEASTERLY CORNER OF SAID LANDS; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LANDS SOUTH 69° 42' WEST 19.69 FEET TO THE NORTHEASTERLY LINE OF THE LANDS DESCRIBED IN DEED FROM HENRY DOELGER BUILDER, INC., TO STATE BUILDING SUPPLY & EQUIPMENT COMPANY, A CORPORATION, DATED FEBRUARY 18, 1954 AND RECORDED FEBRUARY 19, 1954, BOOK 2540 OFFICIAL RECORDS OF SAN MATEO COUNTY, PAGE 337 (37796-L); THENCE ALONG THE NORTHEASTERLY LINE OF SAID LAST MENTIONED LANDS NORTH 20° 18' WEST 150 FEET TO THE SOUTHEASTERLY BOUNDARY LINE OF THE LANDS DESCRIBED IN THE FIRST ABOVE-MENTIONED DEED TO THE CITY OF DALY CITY; THENCE ALONG THE SOUTHEASTERLY

EXHIBIT "A"
Legal Description
(continued)

AND NORTHEASTERLY BOUNDARY LINES OF SAID LANDS NORTH 69° 42' EAST 70 FEET AND NORTH 20° 18' WEST 60 FEET TO THE POINT OF BEGINNING.

EXCEPT THOSE PORTIONS OF SAID LAND DESCRIBED AS FOLLOWS:

BEGINNING FOR REFERENCE AT THE SOUTHEAST CORNER OF PARCEL "Q" AS SAID PARCEL IS SHOWN ON THAT CERTAIN MAP ENTITLED, "WESTLAKE UNIT NO. 3-B, DALY CITY, SAN MATEO COUNTY, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON OCTOBER 2, 1956 IN BOOK 46 OF MAPS AT PAGE 14; SAID CORNER BEING ALSO IN THE NORTHERLY LINE OF THE LANDS OF LAKE MERCED GOLF AND COUNTRY CLUB; THENCE ALONG SAID LINE NORTH 82° 09' 20" EAST 96.21 FEET; SOUTH 78° 49' 40" EAST 454.24 FEET; TO THE TRUE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING ALONG THE NORTHERLY LINE OF THE LANDS OF LAKE MERCED GOLF AND COUNTRY CLUB SOUTH 78° 49' 40" EAST 224.75 FEET; THENCE LEAVING SAID LINE NORTH 11° 10' 20" EAST 161.25 FEET; NORTH 78° 49' 40" WEST 308.65 FEET; SOUTH 20° 18' EAST 160.70 FEET; SOUTH 11° 10' 20" WEST 24.19 FEET TO THE TRUE POINT OF BEGINNING.

BEGINNING FOR REFERENCE AT THE SOUTHEAST CORNER OF PARCEL "Q" AS SAID PARCEL IS SHOWN ON THE MAP ENTITLED, "WESTLAKE UNIT NO. 3-B, DALY CITY, SAN MATEO COUNTY, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON OCTOBER 2, 1956 IN BOOK 46 OF MAPS AT PAGE 14; SAID CORNER BEING ALSO THE NORTHERLY LINE OF THE LANDS OF LAKE MERCED GOLF AND COUNTRY CLUB; THENCE ALONG SAID LINE NORTH 82° 09' 20" EAST 96.21 FEET; SOUTH 78° 49' 40" EAST 678.99 FEET; TO THE TRUE POINT OF BEGINNING; THENCE FROM SAID TRUE POINT OF BEGINNING ALONG THE NORTHERLY LINE OF THE LANDS OF LAKE MERCED GOLF AND COUNTRY CLUB SOUTH 78° 49' 40" EAST 244.75 FEET; THENCE LEAVING SAID LINE NORTH 11° 10' 20" EAST 161.25 FEET; NORTH 78° 49' 40" WEST 244.75 FEET; SOUTH 11° 10' 20" WEST 161.25 FEET TO THE POINT OF BEGINNING.

BEGINNING FOR REFERENCE AT THE SOUTHEAST CORNER OF PARCEL "Q" AS SAID PARCEL IS SHOWN ON THAT CERTAIN MAP ENTITLED, "WESTLAKE UNIT NO. 3-B, DALY CITY, SAN MATEO COUNTY, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON OCTOBER 2, 1956 IN BOOK 46 OF MAPS AT PAGE 14; SAID CORNER BEING ALSO IN THE NORTHERLY LINE OF THE LANDS OF LAKE MERCED GOLF AND COUNTRY CLUB; THENCE ALONG SAID LINE NORTH 82° 09' 20" EAST 96.21 FEET; SOUTH 78° 49' 40" EAST 923.74 FEET TO THE TRUE POINT OF BEGINNING; THENCE FROM SAID TRUE POINT OF BEGINNING ALONG THE NORTHERLY LINE OF THE LANDS OF LAKE MERCED GOLF AND COUNTRY CLUB SOUTH 78° 49' 40" EAST 20.00 FEET; SOUTH 57° 28' 40" EAST 217.52 FEET; THENCE LEAVING SAID LINE NORTHWESTERLY, FROM A TANGENT BEARING NORTH 57° 28' 40" WEST, ON THE ARC OF A CURVE TO THE RIGHT, WITH A RADIUS OF 36.500 FEET, SUBTENDING A CENTRAL ANGLE OF 107° 53' 10", AN ARC DISTANCE OF 68.73 FEET TO A POINT OF REVERSE CURVATURE; FROM A TANGENT BEARING NORTH 50° 24' 30" EAST, ON THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 10.00 FEET SUBTENDING A CENTRAL ANGLE OF 59° 38' 37", AN ARC DISTANCE OF 10.41 FEET; NORTH 9° 14' 07" WEST 36.01 FEET; NORTH 11° 59' 44" WEST 148.76 FEET; TANGENT TO THE LAST SAID COURSE, ON THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 5.00 FEET, SUBTENDING A CENTRAL ANGLE OF 66° 49' 56", AN ARC DISTANCE OF 5.83 FEET; NORTH 78° 49' 40" WEST 133.56 FEET; SOUTH 11° 10' 20" WEST 161.25 FEET TO THE TRUE POINT OF BEGINNING.

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL "Q", AS SAID PARCEL IS SHOWN ON THAT CERTAIN MAP ENTITLED, "WESTLAKE UNIT NO. 3-B, DALY CITY, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON

EXHIBIT "A"
Legal Description
(continued)

OCTOBER 2, 1956 IN BOOK 46 OF MAPS AT PAGE 14, SAID CORNER BEING ALSO IN THE NORTHERLY LINE OF THE LANDS OF LAKE MERCED GOLF AND COUNTRY CLUB; THENCE FROM SAID POINT OF BEGINNING ALONG SAID LINE NORTH 82° 9' 20" EAST 96.21 FEET AND SOUTH 78° 49' 40" EAST 780.60 FEET; THENCE LEAVING SAID NORTHERLY LINE NORTH 11° 10' 20" EAST 238.25 FEET TO THE TRUE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED HEREIN; THENCE FROM SAID TRUE POINT OF BEGINNING NORTH 11° 10' 20" EAST 183.16 FEET; THENCE SOUTH 58° 38' 35" EAST 72.00 FEET; THENCE SOUTHERLY, TANGENT TO THE LAST SAID COURSE, ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 284.526 FEET, SUBTENDING A CENTRAL ANGLE OF 45° 48' 22", AN ARC DISTANCE OF 227.47 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHERLY, SOUTHWESTERLY AND WESTERLY FROM A TANGENT BEARING SOUTH 12° 50' 13" EAST, ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 5.00 FEET, SUBTENDING A CENTRAL ANGLE OF 114° 00' 33", AN ARC DISTANCE OF 9.95 FEET; THENCE NORTH 78° 49' 40" WEST 224.75 FEET TO THE TRUE POINT OF BEGINNING.

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL "Q", AS SHOWN ON THAT CERTAIN MAP ENTITLED, "WESTLAKE UNIT NO. 3-B, DALY CITY, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON OCTOBER 2, 1956 IN BOOK 46 OF MAPS AT PAGE 14; SAID CORNER BEING ALSO IN THE NORTHERLY LINE OF THE LANDS OF LAKE MERCED GOLF AND COUNTRY CLUB; THENCE FROM SAID POINT OF BEGINNING ALONG SAID LINE NORTH 82° 09' 20" EAST 96.21 FEET AND SOUTH 78° 49' 40" EAST 780.60 FEET; THENCE LEAVING SAID NORTHERLY LINE NORTH 11° 10' 20" EAST 238.25 FEET TO THE TRUE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED HEREIN; THENCE FROM SAID TRUE POINT OF BEGINNING NORTH 11° 10' 20" EAST 183.16 FEET; THENCE NORTH 58° 38' 35" WEST 166.40 FEET; THENCE NORTHWESTERLY, TANGENT TO THE LAST SAID COURSE, ON THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 275.50 FEET, AND A CENTRAL ANGLE OF 5° 40' 58", AN ARC DISTANCE OF 27.33 FEET; THENCE SOUTH 11° 10' 20" WEST 248.72 FEET; THENCE SOUTH 78° 49' 40" EAST 182.25 FEET TO THE POINT OF BEGINNING.

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF ALEMANY BOULEVARD WITH THE EASTERLY BOUNDARY LINE OF WESTLAKE UNIT NO. 3-B, AS SHOWN ON THE MAP ENTITLED, "WESTLAKE UNIT NO. 3-B, DALY CITY, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON OCTOBER 2, 1956 IN BOOK 46 OF MAPS AT PAGE 14; THENCE ALONG SAID SOUTHERLY LINE OF ALEMANY BOULEVARD NORTH 69° 42' EAST 651.17 FEET; LEAVING SAID LINE NORTH 84° 17' 48" EAST 93.94 FEET, SOUTH 5° 42' 12" EAST 50.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE FROM SAID TRUE POINT OF BEGINNING EASTERLY FROM A TANGENT BEARING NORTH 84° 17' 48" EAST, ON THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 274.00 FEET, SUBTENDING A CENTRAL ANGLE OF 31° 27' 31", AN ARC DISTANCE OF 150.44 FEET, SOUTH 11° 10' 20" WEST 247.17 FEET, NORTH 78° 49' 40" WEST 166.62 FEET, NORTH 11° 10' 20" EAST 238.71 FEET, NORTH 84° 17' 48" EAST 18.90 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF ALEMANY BOULEVARD, DISTANT NORTH 69° 42' EAST 492.80 FEET FROM THE INTERSECTION OF SAID SOUTHERLY LINE OF ALEMANY BOULEVARD WITH THE EASTERLY BOUNDARY LINE OF WESTLAKE UNIT NO. 3B, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "WESTLAKE UNIT NO. 3B, DALY CITY, SAN MATEO COUNTY, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON OCTOBER 2, 1956 IN BOOK 46 OF MAPS AT PAGE 14; THENCE FROM SAID POINT OF BEGINNING

EXHIBIT "A"
Legal Description
(continued)

CONTINUING ALONG SAID SOUTHERLY UNE OF ALEMANY BOULEVARD NORTH 69° 42' EAST 158.37 FEET; LEAVING SAID LINE NORTH 84° 17' 48" EAST 22.80 FEET; SOUTH 11° 10' 20" WEST 275.91 FEET; NORTHWESTERLY FROM A TANGENT BEARING NORTH 70° 47' 40" WEST, ON THE ARC OF A CURVE TO THE RIGHT, WITH A RADIUS OF 100.00 FEET, SUBTENDING A CENTRAL ANGLE OF 50° 29' 40", AN ARC DISTANCE OF 88.13 FEET; NORTH 20° 18' WEST 163.92 FEET TO THE POINT OF BEGINNING.

JPN:002-007-072-25A

AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2015-2016.
2. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

3. Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

4. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: The City and County of San Francisco, a municipal corporation
Purpose: Right of way for Baden-Merced water transmission lines and incidental purposes
Recorded: March 3, 1930, Instrument No. 55195-B, Book 491, Page 1, of Official Records

Affects: That portion of said land as described therein

5. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: February 14, 1950
Recording No.: 38003-I, Book 1797, Page 688 of Official Records

Amended and Restated Grant of Easement

Recording Date: November 24, 2010
Recording No.: 2010-142599 of Official Records

6. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: The City of Daly City, a California municipal corporation
Purpose: Cast iron water pipeline, with right of ingress and egress and incidental purposes
Recorded: January 17, 1951, Instrument No. 11925-J, Book 2009, Page 216, of Official Records

Affects: That portion of said land as described therein

EXCEPTIONS
(continued)

7. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: Pacific Gas and Electric Company and Pacific Telephone and Telegraph Company, a California corporation
Purpose: Single line of poles, wires and incidental purposes
Recorded: March 7, 1951, Instrument No. 22417-J, Book 2035, Page 213, of Official Records
Affects: That portion of said land as described therein

Said easement has been quitclaimed by Pacific Gas and Electric Company, a California corporation by quitclaim deed recorded on July 18, 1975 in Volume 6892 of Official Records at Page 414 (Document No. 70480-AI), Records of San Mateo County, California.

Said easement has since also been quitclaimed by Pacific Telephone and Telegraph Company, a California corporation, herein by quitclaim deed recorded on July 23, 1975 in Volume 6895 of Official Records at Page 234 (Document No. 71820-AI), records of San Mateo County, California.

8. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document.

Recording Date: October 18, 1956
Recording No.: 96859-N, Book 3113, Page 382 of Official Records

9. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: Pacific Gas and Electric Company, a California corporation
Purpose: right of way for lying down, inspecting, maintaining and using for conveying gas an underground main or pipe line, and suitable service pipes and connection, together with the right of ingress thereto and egress therefrom and incidental purposes
Recorded: February 26, 1964, Instrument No. 93442-W, Book 4654, Page 246, of Official Records
Affects: That portion of said land as described therein

10. Easement over the herein described property, as contained in the Final order of Condemnation entitled, The People of the State of California, acting by and through the Department of Public Works, Plaintiff vs. Westlake Investment Co., Inc., a corporation, et al, Defendants, Case No. 106273;

Recorded: April 10, 1964
Document No.: 9575-X
Book/Reel 4686 of Official Records at Page/Image 467, records of San Mateo County, California

Grants easement for utility purposes and extinguishment of all easements of access.

EXCEPTIONS
(continued)

11. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.
Granted to: The Pacific Gas and Electric Company, a California corporation
Purpose: right of way for the right of laying down, inspecting, maintaining and using for conveying gas and underground main or pipeline, and suitable service pipes and connections, together with the right of ingress thereto and egress therefrom and incidental purposes;
Recorded: March 18, 1965, Instrument No. 27921-Y, Book 4915, Page 107, of Official Records
Affects: That portion of said land as described therein
12. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.
Granted to: North San Mateo County Sanitation District, a public corporation
Purpose: Acquiring, construction, completing, reconstructing, repairing, maintaining and operating sanitary sewer mains and all appurtenances thereto and incidental purposes
Recorded: April 19, 1973, Instrument No. 24862-AG, Book 6368, Page 623, of Official Records
Affects: That portion of said land as described therein
13. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.
Granted to: The Pacific Telephone and Telegraph Company
Purpose: right of way for the right from time to time to construct, place, inspect, maintain, replace and remove communication facilities consisting of underground conduits, pipes, manholes, service boxes, wires, cables, other electrical conductors, aboveground marker posts, risers and terminals, and other appurtenances, together with a right of way therefor and the right of ingress thereto and egress therefrom and incidental purposes
Recorded: April 21, 1975, Instrument No. 40540-AI, Book 6824, Page 397, of Official Records
Affects: That portion of said land as described therein
14. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.
Granted to: City of Daly City, a municipal corporation
Purpose: An easement for right of way for lying down, inspecting, maintaining and using for conveying gas an underground main or pipe line, and suitable service pipes and connection, together with the right of ingress thereto and egress therefrom and incidental purposes
Recorded: July 31, 1975, Instrument No. 74791-AI, Book 6902, Page 1, of Official Records
Affects: That portion of said land as described therein

EXCEPTIONS
(continued)

15. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: Pacific Gas and Electric Company, a California corporation, its successors and assigns
Purpose: right of way for the right from time to time to construct, place, inspect, maintain, operate, replace and remove facilities consisting of underground conduits, pipes, manholes, service boxes, wires, cables, other electrical conductors; aboveground marker posts, risers and service pedestals; underground and above ground switches, fuses, terminals and transformers with associated concrete pads; and fixtures and appurtenances necessary to any and all thereof, together with a right of way therefor and the right of ingress thereto and egress therefrom and incidental purposes.
Recorded: June 2, 1975, Instrument No. 54407-AI, Book 6857, Page 36, of Official Records
Affects: That portion of said land as described therein

16. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: The Pacific Telephone and Telegraph Company, its successors and assigns
Purpose: construct and maintain (place, operate, inspect, repair, replace and remove) such underground communication facilities as Grantee may from time to time require (including ingress thereto and egress therefrom) consisting of wires, cables, conduits, manholes, handholes and aboveground markers, pedestals, terminal equipment cabinets, other associated electric conductors and necessary fixtures and appurtenances and incidental purposes.
Recorded: April 19, 1984, Instrument No. 84041751, of Official Records
Affects: That portion of said land as described therein

EXCEPTIONS
(continued)

17. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Memorandum of Lease (Ground Lease)
Lessor: Bankamerica Realty Investors, a California Real Estate Investment Trust
Lessee: Westlake Associates, a California limited partnership
Recorded: September 22, 1972, Instrument No. 60429-AF, Book 6236, Page 489, of Official Records

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

An agreement to amend or modify certain provisions of said lease, as set forth in the document executed by:

As Lessor: Bankamerica Realty Investors
As Lessee: Westlake Associates
Recorded: January 4, 1974, Instrument No. 4716AH, Book 6529, Page 595, of Official Records

By Assignment dated July 9, 1996, executed by BRE Properties, Inc. as Assignor, the interest of Assignor in and to the above leasehold estate was assigned to John Daly Boulevard Associates, L.P., as assignee, recorded July 11, 1996, Instrument No. 96083685, of Official Records.

Matters contained in that certain document entitled "Subordination Agreement and Covenants and Conditions" dated March 19, 2001, executed by and between ARCS Commercial Mortgage Co., L.P., and John Daly Boulevard Associates, L.P. recorded March 22, 2001, Instrument No. 2001-038230, of Official Records, which document, among other things, contains or provides for: subordination of ground lease to that certain Deed of Trust recorded as Instrument No. 2001-038228, Official Records, and upon the terms, covenants and conditions as contained therein.

Reference is hereby made to said document for full particulars.

Assignment of Subordination Agreement, dated March 19, 2001, whereby the interest of ARCS Commercial Mortgage Co., L.P. under said Subordination Agreement was assigned to Fannie Mae, which recorded March 22, 2001, Series No. 2001-038231, Official Records.

Matters contained in that certain document entitled "Subordination Agreement and Covenants and Conditions" dated November 29, 2004, executed by and between ARCS Commercial Mortgage Co., L.P., and John Daly Boulevard Associates, L.P. recorded December 1, 2004, Instrument No. 2004-236590, of Official Records, which document, among other things, contains or provides for: subordination of ground lease to that certain Deed of Trust recorded as Instrument No. 2004-236587, Official Records, and upon the terms, covenants and conditions as contained therein.

Reference is hereby made to said document for full particulars.

EXCEPTIONS
(continued)

An agreement to amend or modify certain provisions of said lease, as set forth in the document executed by:

As Lessor: John Daly Boulevard Associates, L.P., California Limited Partnership
As Lessee: DEGE, LP, California Limited Partnership
Recorded: April 26, 2005, Instrument No. 2005-067862, of Official Records

By Assignment dated April 1, 2005, executed by John Daly Boulevard Associates, L.P., California Limited Partnership as Assignor, the interest of Assignor in and to the above leasehold estate was assigned to DEGE, LP, California Limited Partnership, as assignee, recorded April 26, 2005, Instrument No. 2005-067862, of Official Records.

Affects: as to an undivided 22.0% interest

By Assignment dated April 1, 2005, executed by DEGE, LP, California Limited Partnership as Assignor, the interest of Assignor in and to the above leasehold estate was assigned to Monarch Ventures, L.P., California Limited Partnership and Wilbak Investments, LP, California Limited Partnership, as assignee, recorded May 18, 2005, Instrument No. 2005-081301, of Official Records.

and re-recorded July 14, 2005, Instrument No. 2005-117500, of Official Records

Affects: the Assignor's undivided 22.0% interest

An agreement recorded March 26, 2015 at Recording No. 2015-028527, of Official Records which states that said lease has been made subordinate to the document

Entitled: Multifamily Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing
Recording Date: March 26, 2015
Recording No.: 2015-028524

18. Matters contained in that certain document entitled "Tenancy-In-Common Agreement" dated April 1, 2005, executed by and between John Daly Boulevard Associates, L.P., a California limited partnership, and DeGe, LP, a California limited partnership recorded April 26, 2005, Instrument No. 2005-067863, of Official Records, which document, among other things, contains or provides for: Terms and conditions as described in the document.

Reference is hereby made to said document for full particulars.

First Amendment to Tenancy-in-Common Agreement

Dated: July 27, 2005
Executed by and between: John Daly Boulevard Associates, L.P., a California Limited Partnership, Wilbak Investments, LP, a California limited partnership, Monarch Ventures, L.P., a California limited partnership.
Recorded: July 29, 2005 Instrument No. 2005-129021 of Official Records.

EXCEPTIONS
(continued)

Second Amendment to Tenancy-In-Common Agreement

Recording Date: December 1, 2010
Recording No.: 2010-146124 of Official Records

Third Amendment to Tenancy-In-Common Agreement

Recording Date: May 30, 2014
Recording No.: 2014-046982 of Official Records

Fourth Amendment to Tenancy-In-Common Agreement

Recording Date: March 26, 2015
Recording No.: 2015-028522, of Official Records

19. Matters contained in that certain document entitled "Tenancy-In-Common Agreement (Leasehold Interest)" dated April 1, 2005, executed by and between John Daly Boulevard Associates, L.P., a California limited partnership, and DeGe, LP, a California limited partnership recorded April 26, 2005, Instrument No. 2005-067864, of Official Records, which document, among other things, contains or provides for: Terms and conditions as described in the document .

Reference is hereby made to said document for full particulars.

First Amendment to Tenancy-in-Common Agreement (Leasehold Interest)

Dated: July 27, 2005
Executed by and between: John Daly Boulevard Associates, L.P., a California Limited Partnership, Wilbak Investments, LP, a California limited partnership, Monarch Ventures, L.P., a California limited partnership.
Recorded: July 29, 2005 Instrument No. 2005-129022 of Official Records.

Second Amendment to Tenancy-In-Common Agreement

Recording Date: December 1, 2010
Recording No.: 2010-146125 of Official records

Third Amendment to Tenancy-In-Common Agreement (Leasehold Interest)

Recording Date: March 26, 2015
Recording No.: 2015-028523, of Official Records

20. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$73,986,000.00
Dated: December 1, 2010
Trustor/Grantor John Daly Boulevard Associates, L.P., a limited partnership; Monarch Ventures, L.P., a limited partnership; Wilbak Investments, LP, a limited partnership
Trustee: First American Title Insurance Company
Beneficiary: Beech Street Capital, LLC
Recording Date: December 1, 2010
Recording No.: 2010-146115 of Official Records

EXCEPTIONS
(continued)

An assignment of the beneficial interest under said deed of trust which names:

Assignee: Fannie Mae
Recording Date: December 1, 2010
Recording No.: 2010-146116 of Official Records

21. A financing statement as follows:

Secured Party: Fannie Mae
Recording Date: December 1, 2010
Recording No.: 2010-146117 of Official Records

22. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$44,525,000.00
Dated: March 26, 2015
Trustor/Grantor John Daly Boulevard Associates, L.P., a limited partnership, Monarch Ventures, L.P., a limited partnership and Wilbak Investments, LP, a limited partnership
Trustee: First American Title Insurance Company
Beneficiary: Capital One Multifamily Finance, LLC, a limited liability company
Loan No.: None shown
Recording Date: March 26, 2015
Recording No.: 2015-028524, of Official Records

An assignment of the beneficial interest under said deed of trust which names:

Assignee: Fannie Mae, a corporation
Loan No.: None shown
Recording Date: March 26, 2015
Recording No.: 2015-028525, of Official Records

23. A financing statement as follows:

Debtor: John Daly Boulevard Associates, L.P., a California limited partnership, Monarch Ventures, L.P., a California limited partnership, and Wilbak Investments LP, a California limited partnership, as Tenants in Common
Secured Party: Fannie Mae c/o Capital One Multifamily Finance, LLC
Recording Date: March 26, 2015
Recording No.: 2015-028526, of Official Records

24. Subordination, Nondisturbance and Attornment Agreement, and the terms and conditions thereof:

Lender: Capital One Multifamily Finance, LLC, a Delaware limited liability company
Tenant: Coinmach Corporation
Landlord: John Daly Boulevard Associates, L.P., a California limited partnership, Monarch Ventures, L.P., a California limited partnership, and Wilbak Investments LP, a California limited partnership
Recording Date: March 26, 2015
Recording No.: 2015-028527, of Official Records

EXCEPTIONS
(continued)

25. Subordination, Nondisturbance and Attornment Agreement, and the terms and conditions thereof:

Lender: Capital One Multifamily Finance, LLC, a Delaware limited liability company
Tenant: Big 4 Corporation, a California Corporation
Landlord: John Daly Boulevard Associates, L.P., a California limited partnership, Monarch Ventures, L.P., a California limited partnership, and Wilbak Investments LP, a California limited partnership
Recording Date: March 26, 2015
Recording No.: 2015-028529, of Official Records

26. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

27. Matters which may be disclosed by an inspection and/or by a correct ALTA/ACSM Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

28. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(ies):

- a) John Daly Boulevard Associates, L.P., a California Limited Partnership, as to an undivided 78.0% interest; and
- b) Monarch Ventures, L.P., a California limited partnership, as to an undivided 18.0% interest; and
- c) Wilbak Investments, L.P., a California limited partnership, as to an undivided 4.0% interest

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

EXCEPTIONS
(continued)

29. Before issuing its policy of title insurance, the Company will require the following for the below-named limited partnership:

Name: John Daly Boulevard Associates, L.P., a California Limited Partnership

- a. Certificate of Limited Partnership filed with the Secretary of State, in compliance with the provision of the California Revised Limited Partnership Act, Section 15611 et. seq., Corporations Code.
- b. Certified Copy of the Certificate of Limited Partnership certified by the Secretary of State filed with the County Recorder.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation

30. Before issuing its policy of title insurance, the Company will require the following for the below-named limited partnership:

Name: Monarch Ventures, L.P., a California limited partnership

- a. Certificate of Limited Partnership filed with the Secretary of State, in compliance with the provision of the California Revised Limited Partnership Act, Section 15611 et. seq., Corporations Code.
- b. Certified Copy of the Certificate of Limited Partnership certified by the Secretary of State filed with the County Recorder.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation

31. Before issuing its policy of title insurance, the Company will require the following for the below-named limited partnership:

Name: Wilbak Investments, L.P., a California limited partnership

- a. Certificate of Limited Partnership filed with the Secretary of State, in compliance with the provision of the California Revised Limited Partnership Act, Section 15611 et. seq., Corporations Code.
- b. Certified Copy of the Certificate of Limited Partnership certified by the Secretary of State filed with the County Recorder.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation

32. The transaction contemplated in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items or make further requirements after such review.

END OF EXCEPTIONS

NOTES

Note 1. Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Tax ID No.: 002-072-250
Fiscal Year: 2014-2015
1st Installment: \$100.64
2nd Installment: \$100.64
Exemption: \$0.00
Land: \$11,850.00
Improvements: \$0.00
Personal Property: \$0.00

Note 2. *** IMPORTANT RECORDING NOTE ***

Please send all original documents for recording to the following office:

Pasion Title Services
189 Sir Francis Drake, Suite B
Greenbrae, CA 94904
Attn: MERLITA MARTINEZ
Telephone: (415) 299-6007
Email: nancy@pasiontitle.com

Please direct all other title communication and copies of documents, including recording release instructions, policy write up instructions, lenders instructions and settlement statements, to the Title Only Department at the following address:

Fidelity National Title Group
Sacramento Title Services
Title Only Department/ FLAGS
11050 Olson Drive, Suite 200
Rancho Cordova, California 95670
Telephone: (916) 853-7665

Note 3. Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:

No names were furnished with the application. Please provide the name(s) of the buyers as soon as possible.

Note 4. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

Note 5. Note: The charge for a policy of title insurance, when issued through this application for title insurance, will be based on the Short Term Rate.

Note 6. Reserved for AG Credit Exception (G100, G101, G102, G103, G104)

NOTES
(continued)

- Note 7.** If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
- Note 8.** Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.
- Note 9.** Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the seller/borrower must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

END OF NOTES

**FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE
Effective: May 1, 2015**

Order No.: FWTO-4071400237-

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice. The provision of this Privacy Notice to you does not create any express or implied relationship, or create any express or implied duty or other obligation, between Fidelity National Financial, Inc. and you. See also **No Representations or Warranties** below.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

How Information is Collected

The types of personal information FNF collects may include, among other things (collectively, "Personal Information"): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Additional Ways Information is Collected Through the Website

Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

Cookies. From time to time, FNF or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website

and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the **Third Party Opt Out** section below.

Web Beacons. Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number, time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the **Third Party Opt Out** section below.

Unique Identifier. We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

Third Party Opt Out. Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of certain online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org/>.
- You can opt-out via the Consumer Choice Page at www.aboutads.info.
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at www.youronlinechoices.com.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

Use of Personal Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF's, FNF's affiliates and third parties' products and services.

When Information Is Disclosed By FNF

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for

any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

Information From Children

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children – or others – in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

Choices With Your Personal Information

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

Access and Correction

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

Your California Privacy Rights

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2015 will receive information regarding 2014 sharing activities).

To obtain this information on behalf of FNF, please send an email message to privacy@fnf.com with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

FNF Compliance with California Online Privacy Protection Act

For some websites which FNF or one of its companies owns, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer for fulfilling a service to that mortgage loan servicer. For example, you may access CCN to complete a transaction with your mortgage loan servicer. During this transaction, the information which we may collect on behalf of the mortgage loan servicer is as follows:

- First and Last Name
- Property Address
- User Name
- Password
- Loan Number
- Social Security Number - masked upon entry
- Email Address
- Three Security Questions and Answers
- IP Address

The information you submit is then transferred to your mortgage loan servicer by way of CCN.

The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.

CCN does not share consumer information with third parties, other than those with which the mortgage loan servicer has contracted to interface with the CCN application.

All sections of the FNF Privacy Notice apply to your interaction with CCN, except for the sections titled Choices with Your Personal Information and Access and Correction. If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

No Representations or Warranties

By providing this Privacy Notice, Fidelity National Financial, Inc. does not make any representations or warranties whatsoever concerning any products or services provided to you by its majority-owned subsidiaries. In addition, you also expressly agree that your use of the Website is at your own risk. Any services provided to you by Fidelity National Financial, Inc. and/or the Website are provided "as is" and "as available" for your use, without representations or warranties of any kind, either express or implied, unless such warranties are legally incapable of exclusion. Fidelity National Financial, Inc. makes no representations or warranties that any services provided to you by it or the Website, or any services offered in connection with the Website are or will remain uninterrupted or error-free, that defects will be corrected, or that the web pages on or accessed through the Website, or the servers used in connection with the Website, are or will remain free from any viruses, worms, time bombs, drop dead devices, Trojan horses or other harmful components. Any liability of Fidelity National Financial, Inc. and your exclusive remedy with respect to the use of any product or service provided by Fidelity National Financial, Inc. including on or accessed through the Website, will be the re-performance of such service found to be inadequate.

Your Consent To This Privacy Notice

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354
privacy@fnf.com

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EFFECTIVE AS OF: MAY 1, 2015

ATTACHMENT ONE

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**ATTACHMENT ONE
(CONTINUED)**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)**

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

**ATTACHMENT ONE
(CONTINUED)**

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

**ATTACHMENT ONE
(CONTINUED)**

**AMERICAN LAND TITLE ASSOCIATION
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)**

EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

- land use
- improvements on the land
- land division
- environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at policy date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:

- a notice of exercising the right appears in the public records on the Policy Date
- the taking happened prior to the Policy Date and is binding on you if you bought the land without knowledge of the taking

3. Title Risks:

- that are created, allowed, or agreed to by you
- that are known to you, but not to us, on the Policy Date-unless they appeared in the public records
- that result in no loss to you
- that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:

- to any land outside the area specifically described and referred to in Item 3 of Schedule A

or

- in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

**ATTACHMENT ONE
(CONTINUED)**

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE
(CONTINUED)**

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE
(CONTINUED)**

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of Land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Companies

CTC – Chicago Title Company
CLTC – Commonwealth Land Title Company
FNTC – Fidelity National Title Company
FNTCCA – Fidelity National Title Company of California
TICOR – Tigor Title Company of California
LTC – Lawyer's Title Company

Underwritten by FNF Underwriters

CTIC – Chicago Title Insurance Company
CLTIC – Commonwealth Land Title Insurance Company
FNTIC – Fidelity National Title Insurance Company
FNTIC – Fidelity National Title Insurance Company
CTIC – Chicago Title Insurance Company
CLTIC – Commonwealth Land Title Insurance Company

Available Discounts

CREDIT FOR PRELIMINARY TITLE REPORTS AND/OR COMMITMENTS ON SUBSEQUENT POLICIES (CTIC, FNTIC)

Where no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within twelve (12) to thirty-six (36) months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge.

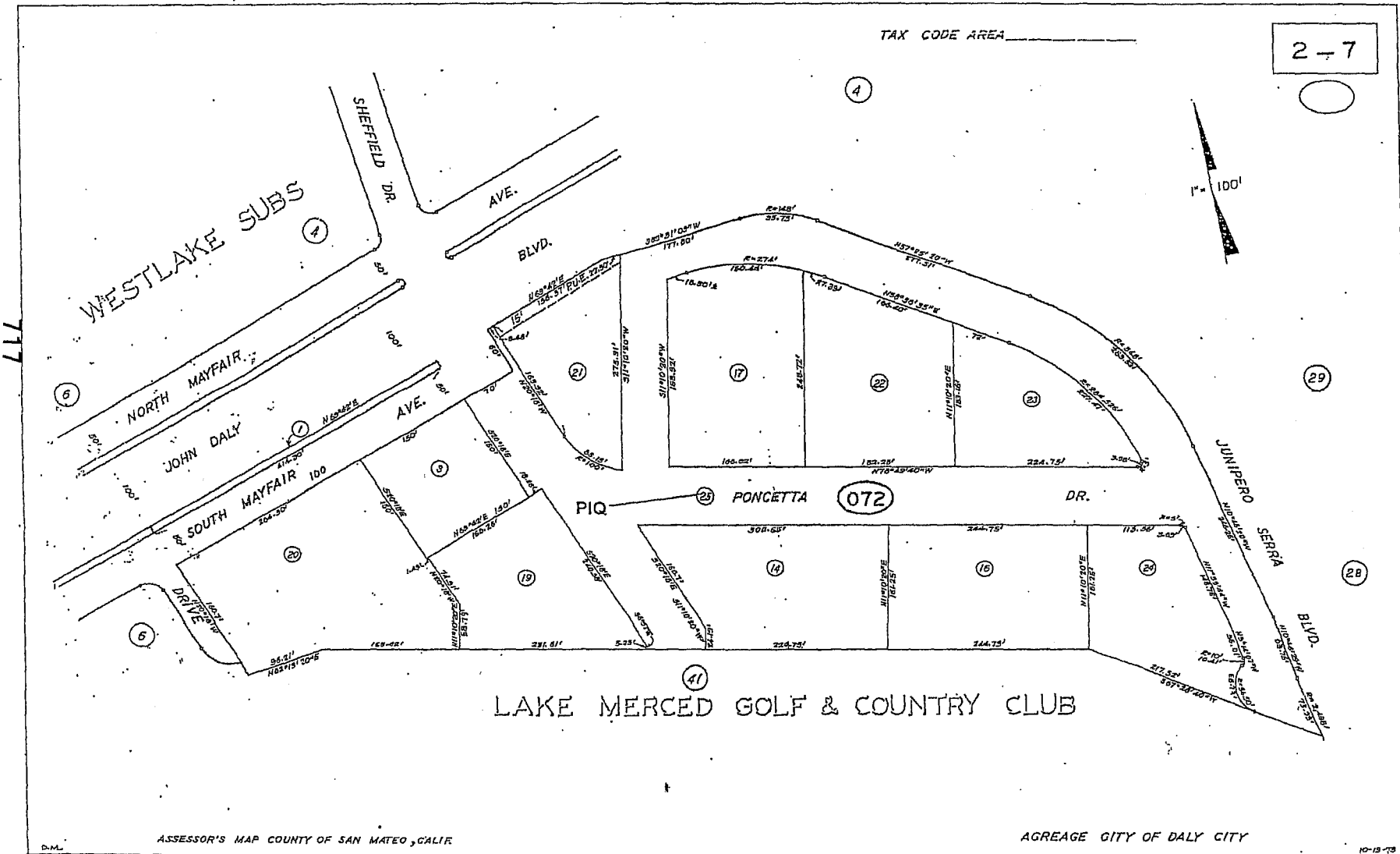
DISASTER LOANS (CTIC, CLTIC, FNTIC)

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be thirty-two percent (32%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

IMPORTANT-This plat is not a survey It is merely furnished as a convenience to locate the land in relation to adjoining streets and other lands and NOT to guarantee any dimensions, distances, bearings, or acreage.



FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL
(S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors
Contractor Information <i>(Please print clearly.)</i>	
Name of contractor: John Daly Boulevard Associates LP, Monarch Ventures LP and Wilbak LP as tenants in common, by G Bakar Properties Inc. their General Partner	
<i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i>	
Stephen J LoPresti Agent for Service For G Bakar Properties, Inc. C1510019 Incorporation Date: 8/16/1989 Status: Active	
Gerson Bakar as Trustee of The Gerson Bakar 1984 Trust which controls more than 20% of the above tenancy in common	
Contractor address: 201 Filbert Street Suite 700 San Francisco, CA 94133	
Date that contract was approved: <i>(By the SF Board of Supervisors)</i>	Amount of contract: \$78,185.00
Describe the nature of the contract that was approved: Purchase and Sale Agreement on behalf of SFPUC for its Regional Groundwater Storage and Recovery Project.	
Comments: This Agreement provided for the purchase of four easements for the SFPUC.	

This contract was approved by (check applicable):

the City elective officer(s) identified on this form.

a board on which the City elective officer(s) serves: San Francisco Board of Supervisors
Print Name of Board

the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

Filer Information <i>(Please print clearly.)</i>	
Name of filer: Angela Calvillo, Clerk of the Board	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: Board.of.Supervisors@sfgov.org

Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed