



San Francisco Assessor-Recorder
Phil Ting, Assessor-Recorder
DOC- 2010-1979428-00

Acct 1-CHICAGO Title Company
Wednesday, JUN 09, 2010 12:08:09
Ttl Pd \$127.00 Rcpt # 0003916605
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RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Jones Hall, A Professional Law Corporation
650 California Street, 18th Floor
San Francisco, California 94108

Attention: Stephen G. Melikian, Esq.

OTC Esc # 160290990-NC / Ord # 26907971-ME
2323 Cesar Chavez
APN #s BIK 4341, lots 1 and portion of 3
BIK 4342, lots 1 and 1A
BIK 4343, lots 1A and portion of 1F
505 Shotwell
APN # BIK 3594, lot 59
1600 Mission Street
APN #s BIK 3512, lots 9 and 10
350 Amber Drive
APN # BIK 7521, lot 5
1125 Fillmore Street
APN # BIK 755, lot 13
101 Grove Street
APN # BIK 811, lot 1

AFNF

SITE LEASE

Dated as of June 1, 2010

between the

**CITY AND COUNTY OF SAN FRANCISCO ,
as lessor,**

and

**U.S. BANK NATIONAL ASSOCIATION,
in its capacity as Trustee,
as lessee**

NO DOCUMENTARY TRANSFER TAX DUE. This Site Lease is recorded for the benefit of the City and County of San Francisco and the recording is exempt under Section 27383 of the California Government Code and Section 11928 of the California Revenue and Taxation Code.

SITE LEASE

THIS SITE LEASE, dated as of June 1, 2010 (this "Site Lease"), is made between the CITY AND COUNTY OF SAN FRANCISCO, a charter city and county duly organized and existing under the laws and the Constitution of the State of California (the "City"), as lessor, and the U.S. BANK NATIONAL ASSOCIATION, a national banking association, solely in its capacity as Trustee (the "Trustee") under the Trust Agreement dated as of June 1, 2010 (the "Trust Agreement") between the City and the Trustee (the "Trust Agreement"), as lessee.

AGREEMENT:

In consideration of the mutual promises and agreements herein contained, the parties hereto agree and covenant as follows:

Section 1. Definitions.

All capitalized terms used herein without definition have the meanings given to such terms in the Sublease, dated as of the date hereof, between the Trustee and the City (the "Sublease").

Section 2. Property.

The City hereby leases to the Trustee those parcels of real property, together with the buildings and improvements thereon owned by the City, located in the City and County of San Francisco, California, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property"), subject to the terms hereof and subject to any and all covenants, conditions, reservations, exceptions and other matters which are of record.

Section 3. Ownership.

The City represents and covenants that it is the sole owner of and holds fee title to the Property free and clear of any encumbrances other than Permitted Encumbrances, and has full power and authority to enter into this Site Lease and the Sublease.

Section 4. Term.

With respect to each Component, the term of this Site Lease will begin on the date of recordation hereof and end on the earlier to occur of: (a) the date set forth with respect to such Component in Exhibit B to the Sublease; or (b) the date of termination of the Sublease with respect to such Component as provided in Section 2.2 thereof. Notwithstanding anything to the contrary contained herein, if, at any time on or prior to the final maturity of all outstanding Commercial Paper Certificates, there remain outstanding any obligations to the Banks, the term of this Site Lease with respect to each Component subject to this Site Lease at such time will be extended to correspond to the extension of the Sublease as provided in Section 2.2 of the Sublease.

Section 5. Rent.

The Trustee will pay to the City an advance rent of \$1.00 as full consideration for this Site Lease over its term, the receipt of which is hereby acknowledged by the City.

Section 6. Purpose.

The Trustee will use the Property for the purposes described in the Sublease and for such other purposes as may be incidental thereto.

Section 7. Assignment and Lease.

The Trustee will not assign, mortgage, hypothecate or otherwise encumber this Site Lease or any rights hereunder or the leasehold created hereby by trust agreement, indenture or deed of trust or otherwise or sublet the Property or any Component without the written consent of the City (unless a default or Event of Default under the Sublease or the Trust Agreement has occurred and is continuing, in which case the consent of the City is not required), except that the City expressly approves and consents to the Sublease and the Trust Agreement, the pledge of the Trustee's right, title and interest in and to this Site Lease and the Sublease, including the Base Rentals and other payments under the Sublease to the Trustee, the Delivery and Paying Agent and the Banks as provided in the Trust Agreement and the Reimbursement Agreements.

Section 8. Right of Entry.

The City reserves the right for any of its duly authorized representatives to enter upon the Property at any reasonable time.

Section 9. Expiration.

The Trustee agrees, upon the expiration of this Site Lease, to quit and surrender the Property.

Section 10. Quiet Enjoyment.

The Trustee at all times during the term of this Site Lease will peaceably and quietly have, hold and enjoy all of the Property.

Section 11. Taxes.

The City covenants and agrees to pay any and all taxes and assessments levied or assessed upon the Property and improvements thereon.

Section 12. Eminent Domain.

If the Property or any Component is taken under the power of eminent domain, the interest of the Trustee will be recognized and is hereby determined to be the aggregate amount of unpaid Base Rental and Additional Rental with respect to the Property or Component under the Sublease through the remainder of its term (excluding any contingent or potential liabilities), and such proceeds will be paid to the Trustee in accordance with the terms of the Sublease and the Trust Agreement.

Section 13. Default.

In the event that the Trustee defaults in the performance of any obligation on its part to be performed under the terms of this Site Lease, the City may exercise any and all remedies

granted by law, except that no merger of this Site Lease and of the Sublease will be deemed to occur as a result thereof; except that the City has no power to terminate this Site Lease by reason of any default on the part of the Trustee if the termination would prejudice the exercise of the remedies provided in Section 7.2 of the Sublease.

In furtherance of the foregoing, the City and the Trustee agree that: (i) the City will simultaneously mail to the Banks a copy of any notice given by the City to the Trustee; (ii) prior to taking any action upon a default by the Trustee in the performance of any obligation under the terms of this Site Lease, the City will provide written notice thereof to the Banks and thereupon the Banks will have the right, but not the obligation, to cure any such default. In that connection, the City will not take action to effect a termination of this Site Lease or to re-enter or take possession of the Property or any Component as a consequence of such default except upon the prior written direction of the Banks. Furthermore, if this Site Lease is rejected or disaffirmed pursuant to any bankruptcy law or other law affecting creditors' rights or if this Site Lease is terminated for any other reason whatsoever, the City will use its best efforts to enter into a new lease of the Property at the request of the Banks for the remainder of the term of this Site Lease, effective as of the date of such rejection or disaffirmance or termination. So long as any Credit Facility is in effect or any obligations payable by the City to the Banks under the Reimbursement Agreements remain unsatisfied, (i) the City will not accept a voluntary surrender of this Site Lease and (ii) this Site Lease will not be modified in any material respect without, in each case, the prior written consent of the Banks.

Section 14. Notices.

All notices, requests, demands or other communications under this Site Lease by any person must be in writing and will be sufficiently given on the date of service if served personally upon the person to whom notice is to be given or on receipt if sent by telex or other telecommunication facility or courier or if mailed by registered or certified mail, return receipt requested, postage prepaid, and properly addressed as follows:

City: City and County of San Francisco
City Hall, 1 Dr. Carlton B. Goodlett Place,
Room 316
San Francisco, California 94102
Attention: City Controller

Trustee: U.S. Bank National Association
One California Street, Suite 1000
San Francisco, California 94111
Attention: Corporate Trust Services
Facsimile: (415) 273-4591

or to such other address or addresses as any such person has designated to the other by notice given in accordance with the provisions of this Section 14.

Copies of any such notices, requests, demands or other communications under this Site Lease given by either the City or the Trustee will be provided to each of the Trustee, at the address specified above in this Section 14, and to the Banks as follows:

Banks: JPMorgan Chase Bank, National Association
383 Madison Avenue, 8th Floor
New York, New York 10179
Attention: David Bayer
Telephone: (212) 270-4186
Facsimile: (202) 270-4251

U.S. Bank National Association
Mail Code: LM-CA-CL17
15910 Ventura Boulevard, Suite 1712
Encino, California 91436
Attention: Ken Haber, Managing Director
Telephone: (818) 817-7235
Fax: (818) 789-3041
Reference: City and County of San Francisco Lease Revenue CP

or to such other address or addresses as the Banks have designated to the City and the Trustee by notice given in accordance with the provisions of this Section 14.

Section 15. Partial Invalidity.

If any one or more of the terms, provisions, promises, covenants or conditions of this Site Lease is to any extent adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Site Lease will not be affected thereby, and will be valid and enforceable to the fullest extent permitted by law.

Section 16. Governing Law; Venue.

This Site Lease is made in the State under the Constitution and laws of the State and is to be so construed. If any party to this Site Lease initiates any legal or equitable action to enforce the terms of this Site Lease, to declare the rights of the parties under this Site Lease or which relates to this Site Lease in any manner, each such party agrees that the place of making and for performance of this Site Lease is the City and County of San Francisco, State of California, and the proper venue for any such action is any court of competent jurisdiction.

Section 17. Amendments.

This Site Lease may be amended only in accordance with and as permitted by the terms of Section 7.02 of the Trust Agreement.

Section 18. Execution in Counterparts.

This Site Lease may be executed in several counterparts, each of which is deemed to be an original and all of which constitute but one and the same agreement.

Section 19. Local Business Enterprise Utilization; Liquidated Damages.

a. The LBE Ordinance

The Trustee will comply with all the requirements of the Disadvantaged Business Enterprise Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase the Trustee's obligations or liabilities, or materially diminish the Trustee's rights, under this Site Lease. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Site Lease as though fully set forth in this section. The Trustee's willful failure to comply with any applicable provision of the LBE Ordinance is a material breach of the Trustee's obligations under this Site Lease and will entitle City, subject to any applicable notice and cure provisions set forth in this Site Lease, to exercise any of the remedies provided for under this Site Lease, under the LBE Ordinance or otherwise available at law or in equity, which remedies will be cumulative unless this Site Lease expressly provides that any remedy is exclusive. In addition, the Trustee will comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

b. Compliance and Enforcement

1. Enforcement

If The Trustee willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Site Lease pertaining to LBE participation, The Trustee will be liable for liquidated damages in an amount equal to The Trustee's net profit on this Site Lease, or 10% of the total amount of this Site Lease, or \$1,000, whichever is greatest. The Director of the City's Human Rights Commission or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of HRC") may also impose other sanctions against the Trustee authorized in the LBE Ordinance, including declaring the Trustee to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Trustee's DBE certification. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17.

By entering into this Site Lease, The Trustee acknowledges and agrees that any liquidated damages assessed by the Director of the HRC will be payable to City upon demand. The Trustee further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to the Trustee on any contract with City.

The Trustee agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Site Lease, and will make such records available for audit and inspection by the Director of HRC or the Controller upon request.

Section 20. Nondiscrimination; Penalties.

a. Trustee Will Not Discriminate

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

b. Subcontracts

The Trustee will incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and will require all subcontractors to comply with such provisions. The Trustee's failure to comply with the obligations in this subsection will constitute a material breach of this Site Lease.

c. Nondiscrimination in Benefits

The Trustee does not as of the date of this Site Lease and will not during the term of this Site Lease, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

d. Condition to Contract

As a condition to this Site Lease, the Trustee will execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

e. Incorporation of Administrative Code Provisions by Reference

The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Site Lease as though fully set forth herein. The Trustee will comply fully with and be bound by all of the provisions that apply to this Site Lease under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, the Trustee understands that pursuant to §12B.2(h) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions

of this Site Lease may be assessed against the Trustee and/or deducted from any payments due the Trustee.

Section 21. MacBride Principles—Northern Ireland. Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this Site Lease on behalf of the Trustee acknowledges and agrees that he or she has read and understood this section.

Section 22. Tropical Hardwood and Virgin Redwood Ban. Pursuant to §804(b) of the San Francisco Environment Code, the City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

Section 23. Drug-Free Workplace Policy. The Trustee acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. The Trustee agrees that any violation of this prohibition by the Trustee, its employees, agents or assigns will be deemed a material breach of this Site Lease.

Section 24. Compliance with Americans with Disabilities Act. The Trustee acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. The Trustee will provide the services specified in this Site Lease in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. The Trustee agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Site Lease and further agrees that any violation of this prohibition on the part of the Trustee, its employees, agents or assigns will constitute a material breach of this Site Lease.

Section 25. Sunshine Ordinance. In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications between City and persons or firms seeking contracts, will be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

Section 26. Limitations on Contributions. Through execution of this Site Lease, the Trustee acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six

months after the date the contract is approved. The Trustee acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. The Trustee further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of the Trustee's board of directors; the Trustee's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in the Trustee; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by the Trustee. Additionally, the Trustee acknowledges that the Trustee must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

Section 27. Requiring Minimum Compensation for Covered Employees.

(a) The Trustee agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 12P are incorporated herein by reference and made a part of this Site Lease as though fully set forth. The text of the MCO is available on the web at <http://www.sfgov.org/olse/mco>. A partial listing of some of the Trustee's obligations under the MCO is set forth in this Section. The Trustee is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

(b) The MCO requires the Trustee to pay the Trustee's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and the Trustee is obligated to keep informed of the then-current requirements. Any subcontract entered into by the Trustee will require the subcontractor to comply with the requirements of the MCO and will contain contractual obligations substantially the same as those set forth in this Section. It is the Trustee's obligation to ensure that any subcontractors of any tier under this Site Lease comply with the requirements of the MCO. If any subcontractor under this Site Lease fails to comply, City may pursue any of the remedies set forth in this Section against the Trustee.

(c) The Trustee will not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

(d) The Trustee will maintain employee and payroll records as required by the MCO. If the Trustee fails to do so, it will be presumed that the Trustee paid no more than the minimum wage required under State law.

(e) The City is authorized to inspect the Trustee's job sites and conduct interviews with employees and conduct audits of the Trustee.

(f) The Trustee's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Site Lease. The City in its sole discretion will determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Trustee fails to comply with these requirements. The Trustee agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the

City and the public will incur for the Trustee's noncompliance. The procedures governing the assessment of liquidated damages will be those set forth in Section 12P.6.2 of Chapter 12P.

(g) The Trustee understands and agrees that if it fails to comply with the requirements of the MCO, the City will have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Site Lease for violating the MCO, the Trustee fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, the Trustee fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City will have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies will be exercisable individually or in combination with any other rights or remedies available to the City.

(h) The Trustee represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

(i) The City may conduct random audits of the Trustee. Random audits will be (i) noticed in advance in writing; (ii) limited to ascertaining whether Covered Employees are paid at least the minimum compensation required by the MCO; (iii) accomplished through an examination of pertinent records at a mutually agreed upon time and location within ten days of the written notice; and (iv) limited to one audit of the Trustee every two years for the duration of this Site Lease. Nothing in this Site Lease is intended to preclude the City from investigating any report of an alleged violation of the MCO.

Section 28. Requiring Health Benefits for Covered Employees. Unless exempt, the Trustee agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of Chapter 12Q are incorporated herein by reference and made a part of this Site Lease as though fully set forth. The text of the HCAO is available on the web at <http://www.sfgov.org/oca/lwlh.htm>. Capitalized terms used in this Section and not defined in this Site Lease will have the meanings assigned to such terms in Chapter 12Q.

(a) For each Covered Employee, the Trustee will provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If the Trustee chooses to offer the health plan option, such health plan will meet the minimum standards set forth by the San Francisco Health Commission.

(b) Notwithstanding the above, if the Trustee is a small business as defined in Section 12Q.3(d) of the HCAO, it will have no obligation to comply with part (a) above.

(c) The Trustee's failure to comply with the HCAO will constitute a material breach of this Site Lease. City will notify the Trustee if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Site Lease for violating the HCAO, the Trustee fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, the Trustee fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City will have the right to pursue the remedies set forth in 12Q.5(f)(1-5). Each of these

remedies will be exercisable individually or in combination with any other rights or remedies available to City.

(d) Any Subcontract entered into by the Trustee will require the Subcontractor to comply with the requirements of the HCAO and will contain contractual obligations substantially the same as those set forth in this Section. The Trustee will notify City's Office of Contract Administration when it enters into such a Subcontract and will certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. The Trustee will be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against the Trustee based on the Subcontractor's failure to comply, provided that City has first provided the Trustee with notice and an opportunity to obtain a cure of the violation.

(e) The Trustee will not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying the City with regard to the Trustee's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

(f) The Trustee represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

(g) The Trustee will maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

(h) The Trustee will keep itself informed of the current requirements of the HCAO.

(i) The Trustee will provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

(j) The Trustee will provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.

(k) The Trustee will allow City to inspect the Trustee's job sites and have access to the Trustee's employees in order to monitor and determine compliance with HCAO.

(l) The City may conduct random audits of the Trustee to ascertain its compliance with HCAO. The Trustee agrees to cooperate with City when it conducts such audits.

(m) If the Trustee is exempt from the HCAO when this Site Lease is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but the Trustee later enters into an agreement or agreements that cause the Trustee's aggregate amount of

all agreements with City to reach \$75,000, all the agreements will be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Trustee and the City to be equal to or greater than \$75,000 in the fiscal year.

Section 29. Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12.G, the Trustee may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Site Lease. The Trustee agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event the Trustee violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Site Lease, and (ii) prohibit the Trustee from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider the Trustee's use of profit as a violation of this section.

Section 30. Conflict of Interest. Through its execution of this Site Lease, the Trustee acknowledges that it is familiar with the provisions of section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and 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 which constitute a violation of said provision and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Site Lease.

Section 31. Earned Income Credit (EIC) Forms. Administrative Code section 120 requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.

(a) The Trustee will provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Site Lease becomes effective (unless the Trustee has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by the Trustee; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Site Lease.

(b) Failure to comply with any requirement contained in subparagraph (a) of this Section will constitute a material breach by the Trustee of the terms of this Site Lease. If, within thirty days after the Trustee receives written notice of such a breach, the Trustee fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, the Trustee fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Site Lease or under applicable law.

(c) Any Subcontract entered into by the Trustee will require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section.

(d) Capitalized terms used in this Section and not defined in this Site Lease will have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

Section 32. Preservative-treated Wood Containing Arsenic. The Trustee may not purchase preservative-treated wood products containing arsenic in the performance of this Site Lease unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" will mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. The Trustee may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude the Trustee from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" will mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

Section 33. Nondisclosure of Private Information. The Trustee has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. The Trustee agrees that any failure of the Trustee to comply with the requirements of Section 12M.2 of this Chapter will be a material breach of this Site Lease. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate this Site Lease, bring a false claim action against the Trustee pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Trustee.

Section 34. Proprietary or Confidential Information of City. The Trustee understands and agrees that, in the performance of the work or services under this Site Lease or in contemplation thereof, the Trustee may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. The Trustee agrees that all information disclosed by City to the Trustee will be held in confidence and used only in performance of the Site Lease. The Trustee will exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

Section 35. Compliance with Laws. The Trustee will keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Site Lease, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

Section 36. Works for Hire. If, in connection with services performed under this Site Lease, the Trustee or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship will be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. If it is ever determined that any works created by the Trustee or its subcontractors under this Site Lease are not works for hire under U.S. law, the Trustee hereby

assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, the Trustee may retain and use copies of such works for reference and as documentation of its experience and capabilities.

Section 37. Resource Conservation. Chapter 5 of the San Francisco Environment Code ("Resource Conservation") is incorporated herein by reference. Failure by the Trustee to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

Section 38. Public Access to Meetings and Records. If the Trustee receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, the Trustee will comply with and be bound by all the applicable provisions of that Chapter. By executing this Site Lease, the Trustee agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. The Trustee further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Trustee acknowledges that its material failure to comply with any of the provisions of this paragraph will constitute a material breach of this Site Lease. The Trustee further acknowledges that such material breach of this Site Lease will be grounds for the City to terminate and/or not renew the agreement, partially or in its entirety.

Section 39. Guaranteed Maximum Costs.

(a) The City's obligation hereunder will not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification.

(b) Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Trustee for, commodities or services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law.

(c) Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller.

(d) The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

Section 40. Submitting False Claims; Monetary Penalties. Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim will be liable to the City for three times the amount of damages which the City sustains because of the false claim. A contractor, subcontractor or consultant who submits a false claim will also be liable to the City for the costs, including attorneys' fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City for a civil penalty of up to \$10,000 for each false claim. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or

used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

Section 41. Ownership of Results. Any interest of the Trustee or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by the Trustee or its subcontractors in connection with services to be performed under this Site Lease, will become the property of and will be transmitted to City. However, the Trustee may retain and use copies for reference and as documentation of its experience and capabilities.

Section 42. Audit and Inspection of Records. The Trustee agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Site Lease. The Trustee will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Site Lease, whether funded in whole or in part under this Site Lease. The Trustee will maintain such data and records in an accessible location and condition for a period of not less than three years after final payment under this Site Lease or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Site Lease will have the same rights conferred upon City by this Section.

Section 43. Subcontracting. The Trustee is prohibited from subcontracting this Site Lease or any part of it unless such subcontracting is first approved by City in writing. Neither party will, on the basis of this Site Lease, contract on behalf of or in the name of the other party. An agreement made in violation of this provision will confer no rights on any party and will be null and void.

Section 44. Assignment. The services to be performed by Trustee are personal in character and neither this Site Lease nor any duties or obligations hereunder may be assigned or delegated by the Trustee unless first approved by City by written instrument executed and approved in the same manner as this Site Lease.

Section 45. Non-Waiver of Rights. The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, will not be a waiver of any such default or right to which the party is entitled, nor will it in any way affect the right of the party to enforce such provisions thereafter.

Section 46. No Merger.

If both the Trustee's and the City's estate under this Site Lease or the Sublease or any other lease relating to any Property or any portion thereof at any time by any reason becomes vested in one owner, this Site Lease and the estate created hereby will not be destroyed or terminated by the doctrine of merger unless the City so elects as evidenced by recording a

written declaration so stating, and, unless and until the City so elects, the City will continue to have and enjoy all of its rights and privileges as to the separate estates.

Section 47. Third Party Beneficiaries.

The Banks are each a third party beneficiary of this Site Lease with the power to enforce the same until the later of (i) the date the Credit Facilities have terminated and been surrendered to the Banks for cancellation and (ii) the date all amounts payable under the Reimbursement Agreements and the Revolving Bank Certificates have been satisfied in full.


Section 48. Limited Liability of Trustee

The Trustee is executing this Site Lease solely in its capacity as Trustee under this Trust Agreement, subject to the protections, indemnities and limitations from liability afforded to the Trustee under the Trust Agreement, (ii) nothing contained herein shall be construed as creating any liability on U.S. Bank National Association ("U.S. Bank") individually or personally, to perform any covenant, duty or obligation of any kind contained in this Site Lease, and (iii) under no circumstances shall U.S. Bank be liable for the payment of any fees, costs, indebtedness or expenses related to or arising from the Site Lease or any documents related hereto.

IN WITNESS WHEREOF, the parties have executed this Site Lease as of the date first above written.

CITY AND COUNTY OF SAN FRANCISCO,
as Lessor

By: _____


Mayor
GAVIN NEWSOM

APPROVED AS TO FORM:

By: _____


City Attorney

U.S. BANK NATIONAL ASSOCIATION, as
Trustee and Lessee

By: _____

SIGNED IN COUNTERPART

Authorized Officer

IN WITNESS WHEREOF, the parties have executed this Site Lease as of the date first above written.

CITY AND COUNTY OF SAN FRANCISCO,
as Lessor

By: SIGNED IN COUNTERPART
Director of Public Finance

APPROVED AS TO FORM:

By: SIGNED IN COUNTERPART
City Attorney

U.S. BANK NATIONAL ASSOCIATION, as
Trustee and Lessee

By: 
Authorized Officer
Andrew Fung

ACKNOWLEDGMENT

State of California
County of San Francisco

On June 3, 2010 before me, Kathleen V. Bianchi, Notary Public, personally appeared Gavin Newsom, 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 Kathleen V. Bianchi (Seal)
Kathleen V. Bianchi



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

On 6/07/2010 before me, Michael Wayne Kelley, Notary Public

personally appeared Andrew Fung

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.

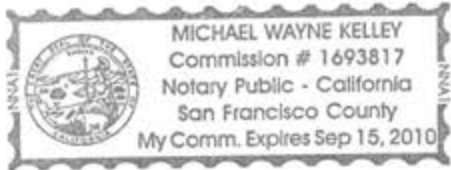
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Handwritten Signature]

Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

First Component (Corporate Yard):

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF San Francisco, COUNTY OF San Francisco, STATE OF California AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

Beginning at the point of intersection of the Southerly line of Army Street, as widened, and the Easterly line of Kansas Street; running thence Southerly and along said line of Kansas Street 274 feet; thence at a right angle Easterly 225 feet; thence at a right angle Northerly 274 feet to the Southerly line of said Army Street; thence at a right angle Westerly along said line of Army Street 225 feet to the point of beginning.

Being a portion of Potrero Nuevo Block 150 and a portion of Rhode Island Street as closed pursuant to Board of Supervisors Resolution No. 15939 approved July 31, 1918, as said street and block are delineated and so designated on that certain map entitled "Rancho del Potrero Nuevo" filed in the office of the recorder of the City and County of San Francisco, March 21, 1864 in Book "C" and "D" of Maps at pages 76 and 79.

APN: 4341-001

PARCEL B:

Beginning at a point on the Westerly line of Rhode Island Street, as said Street existed prior to the abandonment thereof by Resolution No. 15939 of the Board of Supervisors of the City and County of San Francisco, approved July 28, 1918, distant thereon 511 feet, 11 inches Southerly from the Southerly line of Army Street, as said street existed prior to the widening thereof; thence North 50° 30' West 58 feet 10 inches to a point; thence North 66° 52' West 81 feet, 10 inches to a point perpendicularly distant 433 feet Southerly from the Southerly line of said Army Street; thence Westerly and parallel with the Southerly line of said Army Street 85 feet, 3 inches to the Easterly line of Kansas Street; thence Northerly and along said Easterly line of Kansas Street 150 feet; thence at a right angle Easterly 200 feet to the Westerly line of said Rhode Island Street; thence at a right angle Southerly and along said Westerly line of said Rhode Island Street 228 feet, 11 inches to the point of beginning.

Being a portion of Potrero Nuevo Block 150 and a portion of Potrero Nuevo Block 150 ½ and also a portion of Rhode Island Street as closed pursuant to Board of Supervisors Resolution No. 15939 approved on July 28, 1918 and also a portion of Marin Street as said streets and blocks are delineated and so designated on that certain map entitled "Rancho del Potrero Nuevo" filed in the office of the recorder of the City and County of San Francisco, March 21, 1864 in Book "C" and "D" of Maps at pages 76 and 79.

EXCEPTING THEREFROM any portion thereof lying within the following described property:

Commencing at a point in the center line of De Haro Street, as said street existed prior to the closing thereof pursuant to Board of Supervisors of the City and County of San Francisco Resolution No. 11,411 dated December 21, 1914, produced, distant Southerly thereon 449 feet from the Southerly line of Army Street, as widened; and running thence Westerly, parallel with the Southerly line of said Army Street, 420 feet; thence at a right angle Southerly 370.52 feet to the Northwesterly line of the right of way of the Western Pacific Railroad Company; thence Northeasterly along the Northwesterly line of said right of way, 495.94 feet, more or less, to the intersection of said center line of said De Haro Street, produced

Southerly; and thence Northerly along said center line, produced, 106.79 feet to the point of commencement.

FURTHER EXCEPTING THEREFROM any portion thereof lying within the following described property:

Commencing at a point distant Southerly 424 feet from the Southerly line of Army Street, as widened, measured along the center line of De Haro Street, as said street existed prior to the closing thereof pursuant to Board of Supervisors of the City and County of San Francisco Resolution No. 11,411 dated December 21, 1914, produced; and running thence Westerly, parallel with the Southerly line of said Army Street, 420 feet; thence at a right angle Southerly 25 feet; thence at a right angle Easterly 420 feet to the center line of said De Haro Street, produced; and thence at a right angle Northerly 25 feet to the point of commencement.

FURTHER EXCEPTING THEREFROM any portion thereof lying within the following described property:

BEGINNING at a point on the Southerly line of Marin Street, distant thereon 253 feet Westerly from the Easterly line of Kansas Street and perpendicularly distant 424 feet Southerly from the southerly line Army Street, as widened; and running thence South 2° 50' 10" East, at a right angle to said line of Marin Street, a distance 92.74 feet; thence on a curve to the left, having a radius of 480 feet, the tangent to which at its point of beginning bears South 2° 50' 10" East, a distance, 105.73 feet; thence on a curve to the left, having a radius of 273 feet; the tangent to which at its point of beginning bears South 15° 27' 23" East, a distance of 430.85 feet to a point referred to as "Point No. 4" in the description of "Parcel 8" in deed from Ocean Shore Railroad Company to Western Pacific Railroad Company, dated December 27, 1921, recorded December 30, 1921, in Book 418 of Official Records, at Page 181; thence 55° 02' 15" East along the Northerly boundary line of the right of way of the Western Pacific Railroad Company, a distance of 15.127 feet, more or less, to a point perpendicularly distant westerly 420 feet from the center line of De Haro Street, as said street existed prior to the closing thereof pursuant to Board of Supervisors of the City and County of San Francisco Resolution No. 11,411 approved January 2, 1915, produced Southerly; thence Northerly, parallel with the center line of De Haro Street, produced, a distance of 395.52 feet to a point perpendicularly distant southerly 424 feet from the Southerly line of Army Street, as widened, which point last referred to is also located along the Southerly line of Marin Street, produced Easterly; thence Westerly, along the Southerly line of Marin Street, 353 feet to the point of beginning.

APN: 4341-003 (portion)

PARCEL C:

That portion of former Rhode Island Street, as said Street existed prior to the abandonment thereof by Resolution No. 15939 of the Board of Supervisors of the City and County of San Francisco, approved July 28, 1918, and beginning at the Southwest corner of said abandoned portion, said point being distant Southerly 424 feet from the Southerly line of Army Street (as widened); thence Easterly along said abandoned portion 25 feet; thence at a right angle Northerly 150 feet; thence at a right angle Westerly 25 feet; and thence at a right angle Southerly 150 feet to the point of beginning.

Being a portion of Rhode Island Street as closed pursuant to Board of Supervisors Resolution No. 15939 approved July 31, 1918 as said street is delineated and so designated on that certain map entitled "Rancho del Potrero Nuevo" filed in the office of the recorder of the City and County of San Francisco, March 21, 1864 in Book "C" and "D" of Maps at pages 76 and 79.

APN: 4341-003 (portion)

PARCEL D:

Beginning at a point formed by the intersection of the Southerly line of Army Street, with the Westerly line of De Haro Street as said street existed prior to the vacation thereof pursuant to Board of Supervisors of the City and County of San Francisco Resolution No. 82,242 on June 28, 1950; running thence Westerly along said Southerly line of said Army Street 200 feet to the Easterly line of Rhode Island Street, as said Street existed prior to the abandonment thereof by Resolution No. 15939 of the Board of Supervisors of the City and County of San Francisco, approved July 28, 1918; thence at a right angle Southerly and along said Easterly line of said Rhode Island Street 433 feet; thence at a right angle Easterly 200 feet to the Westerly line of said De Haro Street; thence at a right angle Northerly and along said Westerly line of said De Haro Street 433 feet to the Southerly line of said Army Street and the point of beginning.

EXCEPTING THEREFROM the Northerly 9 feet as added to the Southerly side of Army Street by Resolution No. 16333 of the Board of Supervisors of the City and County of San Francisco, approved December 9, 1918.

Being a portion of Potrero Nuevo Block 152 and a portion of Marin Street as said street and block are delineated and so designated on that certain map entitled "Rancho del Potrero Nuevo" filed in the office of the recorder of the City and County of San Francisco, March 21, 1864 in Book "C" and "D" of Maps at pages 76 and 79 .

APN: 4342-001

PARCEL E:

That portion of former Rhode Island Street, as said Street existed prior to the abandonment thereof by Resolution No. 15939 of the Board of Supervisors of the City and County of San Francisco, approved July 28, 1918, and beginning at the Southeast corner of said abandoned portion, said point being distant Southerly 424 feet from the Southerly line of Army Street (as widened); thence Westerly along said abandoned portion of said Rhode Island Street 55 feet; thence at a right angle Northerly 424 feet to the Southerly line of said Army Street; thence at a right angle easterly along the southerly line of said line of Army Street 55 feet to the easterly line of said Rhode Island Street ; and thence at a right angle Southerly along the easterly line of said Rhode Island Street 424 feet to the point of beginning.

Being a portion of a portion of Rhode Island Street as closed pursuant to Board of Supervisors Resolution No. 15939 on July 31, 1918 and also a portion of Marin Street as said streets and blocks are delineated and so designated on that certain map entitled "Rancho del Potrero Nuevo" filed in the office of the recorder of the City and County of San Francisco, March 21, 1864 in Book "C" and "D" of Maps at pages 76 and 79 .

APN: 4342-001A

PARCEL F:

Beginning at a point on the Southerly line of Cesar Chavez Street (formerly Army Street and formerly Colusa Street), as widened, distant thereon 65.00 feet Easterly from the Easterly line of former De Haro Street as said street existed prior to the vacation thereof per Resolution No. 9969, dated June 12, 1950, by the Board of Supervisors of the City and County of San Francisco, a municipal corporation, said point of beginning also being the Northeast corner of that certain parcel described in Deed from Pacific Gas and Electric Company to the City and County of San Francisco recorded May 10, 1950, in Book 5441 of Official Records, Page 515; thence along said line of Cesar Chavez Street North 87° 09' 50" East 595.00 feet to the Northeast corner of that certain parcel described in Deed from Ocean Shore Railroad Company to Pacific Gas and Electric Company recorded May 19, 1922 in Book 560 of Official Records, Page 217, City and County of San Francisco; thence along the Easterly line and along a portion of the Southeasterly line of said 560 O.R. 217 parcel, South 02° 50' 10" East 116.23 feet to the Southeast corner thereof and

South 55° 02' 15" West 702.58 feet to the Southeast corner of said 5441 O.R. 515 parcel, said corner being on a line parallel with and distant 65.00 feet Easterly, measured at right angles to said Easterly line of former De Haro Street produced Southerly; thence along said parallel line and said Easterly line of 5441 O.R. 515, North 02° 50' 10" West 489.86 feet to the point of beginning.

Being a portion of Potrero Nuevo Blocks 185, 186, 188 and 219 as said and blocks are delineated and so designated on that certain map entitled "Rancho del Potrero Nuevo" filed in the office of the recorder of the City and County of San Francisco, March 21, 1864 in Book "C" and "D" of Maps at pages 76 and 79

Also being a portion of Carolina Street and Wisconsin Street, both closed per Resolution No. 11411, dated December 21, 1914, and a portion of the former alignment of Evans Street, closed per Resolution No. 20575, dated December 11, 1922, and Resolution No. 15939, dated July 29, 1918, a portion of Evans Street not closed per the same Resolution No. 15939, as said streets are delineated and so designated on that certain map entitled "Rancho del Potrero Nuevo" filed in the office of the recorder of the City and County of San Francisco, March 21, 1864 in Book "C" and "D" of Maps at pages 76 and 79

and a portion of Marin Street as said Street is shown on that map entitled "A Map of the Salt Marsh and Tide Lands and Lands Lying Under Water South of Second Street and Situate in the City and County of San Francisco," a copy of said map filed in Map Book "W", Pages 46 and 47, in the Office of the Recorder, City and County of San Francisco.

APN: 4343-001A

PARCEL G:

Beginning at the point of intersection of the Southerly line of Army Street with the Easterly line of De Haro Street, as said street existed prior to the vacation thereof by the Board of Supervisors Resolution No. 9969 dated June 28, 1950,

and running thence Southerly along said line of De Haro Street 374.30 feet to the Southeasterly terminus thereof as established by the closing and abandonment of a portion of De Haro Street by Resolution No. 11411 of the Board of Supervisors of the City and County of San Francisco, dated December 21, 1914; thence deflecting 58° 08' 58" to the right, and running Southwesterly along said terminus 47.090 feet to the center line of De Haro Street; thence deflecting 58° 08' 58" to the left and running Southerly along said center line produced Southerly 156.39 feet to the Northwesterly boundary line of the property of the Western Pacific Railroad Company; thence deflecting to the left and running Northeasterly along said boundary line 124 feet, more or less, to a point in a line parallel with and distant 65 feet measured at right angles Easterly from the Easterly line of De Haro Street produced Southerly; thence deflecting to the left and running Northerly along said parallel line 489.85 feet to the Southerly line of Army Street; thence at a right angle Westerly along said line of Army Street 65 feet to the point of beginning.

EXCEPTING THEREFROM the Northerly 9 feet as added to the Southerly side of Army Street by Resolution No. 19135 of the Board of Supervisors of the City and County of San Francisco, approved August 8, 1921.

Being a portion of Potrero Nuevo Block 185 and a portion of De Haro Street as closed pursuant to Board of Supervisors of the City and County of San Francisco Resolution No. 11,411 dated December 21, 1914 and also a portion of De Haro Street as vacated pursuant to Board of Supervisors of the City and County of San Francisco Resolution No. 82,242 on June 28, 1950 and also a portion of Marin Street as said streets and blocks are delineated and so designated on that certain map entitled "Rancho del Potrero Nuevo" filed in the office of the recorder of the City and County of San Francisco, March 21, 1864 in Book "C" and "D" of Maps at pages 76 and 79 .

APN: 4343-001F (portion)

PARCEL H:

Beginning at a point on the Westerly line of De Haro Street, as said street existed prior to the vacation thereof by the Board of Supervisors Resolution No. 9969 dated June 28, 1950, distant thereon 424 feet Southerly from the Southerly line of Army Street (as widened); running thence Easterly parallel with the said Southerly line of Army Street 40 feet; thence at a right angle Northerly 24.85 feet to the Southeasterly terminus of De Haro Street, as established by the closing and abandonment of a portion thereof by Resolution No. 11,411 of the Board of Supervisors of the City and County of San Francisco dated December 21, 1914; thence deflecting $121^{\circ} 51' 02''$ to the left and running Southwesterly along said terminus of DeHaro Street 47.090 feet to the Westerly line of De Haro Street and the point of beginning.

Being a portion of De Haro Street as closed pursuant to Board of Supervisors Resolution No. 11411 dated December 21, 1914 and as said street is delineated and so designated on that certain map entitled " Rancho del Potrero Nuevo" filed in the office of the recorder of the City and County of San Francisco , March 21, 1864 in Book "C" and "D" of Maps at pages 76 and 79 .

APN: 4343-001F (portion)

PARCEL I:

That portion of De Haro Street vacated by Resolution No. 82,242 of the Board of Supervisors of the City and County of San Francisco June 28, 1950 and lying between the Southerly line of Army Street (as widened) and the Southeasterly terminus of De Haro Street, as established by the closing and abandonment of a portion thereof by Resolution No. 11,411 of the Board of Supervisors of the City and County of San Francisco dated December 21, 1914.

Being a portion of De Haro Street as closed pursuant to Board of Supervisors Resolution No. 11411 dated December 21, 1914 and as said street is delineated and so designated on that certain map entitled "Rancho del Potrero Nuevo" filed in the office of the recorder of the City and County of San Francisco, March 21, 1864 in Book "C" and "D" of Maps at pages 76 and 79

APN: 4343-001F (portion)

Second Component (Fire College)
Designated as a "Fire Station Component"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF San Francisco, COUNTY OF San Francisco, STATE OF California AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

BEGINNING AT A POINT ON THE EASTERLY LINE OF SHOTWELL STREET, DISTANT THEREON 60 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF 19TH STREET; RUNNING THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SHOTWELL STREET, 35 FEET; THENCE AT A RIGHT ANGLE EASTERLY 50 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 35 FEET; AND THENCE AT A RIGHT ANGLE WESTERLY 50 FEET TO THE EASTERLY LINE OF SHOTWELL STREET AND THE POINT OF BEGINNING.

BEING A PORTION OF MISSION BLOCK NO. 57.

PARCEL 2:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF 19TH STREET WITH THE EASTERLY LINE OF SHOTWELL STREET; RUNNING THENCE EASTERLY ALONG SAID LINE OF 19TH STREET, 20 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 60 FEET; THENCE AT A RIGHT ANGLE WESTERLY 20 FEET TO THE EASTERLY LINE OF SHOTWELL STREET; THENCE AT A RIGHT ANGLE NORTHERLY, ALONG THE LAST NAMED LINE, 60 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF MISSION BLOCK NO. 57.

PARCEL 3:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF 19TH STREET, DISTANT THEREON 20 FEET EASTERLY FROM THE EASTERLY LINE OF SHOTWELL STREET; RUNNING THENCE EASTERLY AND ALONG SAID LINE OF 19TH STREET, 30 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 60 FEET; THENCE AT A RIGHT ANGLE WESTERLY 30 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 60 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF MISSION BLOCK NO. 57.

PARCEL 4:

BEGINNING AT A POINT ON THE EASTERLY LINE OF SHOTWELL STREET, DISTANT THEREON 95 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF 19TH STREET; RUNNING THENCE SOUTHERLY ALONG SAID LINE OF SHOTWELL STREET, 20 FEET; THENCE AT A RIGHT ANGLE EASTERLY 100 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 20 FEET; AND THENCE AT A RIGHT ANGLE WESTERLY 100 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF MISSION BLOCK NO. 57.

PARCEL 5:

COMMENCING AT A POINT ON THE SOUTHERLY LINE OF 19TH STREET, DISTANT THEREON 120 FEET WESTERLY FROM THE WESTERLY LINE OF FOLSOM STREET; RUNNING THENCE WESTERLY AND ALONG SAID LINE OF 19TH STREET, 50 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 95 FEET; THENCE AT A RIGHT ANGLE EASTERLY 50 FEET; THENCE AT A RIGHT

ANGLE NORTHERLY 95 FEET TO THE POINT OF COMMENCEMENT.

BEING PART OF MISSION BLOCK NO. 57.

PARCEL 6:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF 19TH STREET, DISTANT THEREON 95 FEET WESTERLY FROM THE WESTERLY LINE OF FOLSOM STREET; RUNNING THENCE WESTERLY ALONG SAID LINE OF 19TH STREET, 25 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 95 FEET; THENCE AT A RIGHT ANGLE EASTERLY 25 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 95 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF MISSION BLOCK NO. 57.

PARCEL 7:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF 19TH STREET AND THE WESTERLY LINE OF FOLSOM STREET; RUNNING THENCE SOUTHERLY AND ALONG SAID LINE OF FOLSOM STREET, 65 FEET; THENCE AT A RIGHT ANGLE WESTERLY 95 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 65 FEET TO THE SOUTHERLY LINE OF 19TH STREET; THENCE AT A RIGHT ANGLE EASTERLY, ALONG SAID LINE OF 19TH STREET, 95 FEET TO THE POINT OF COMMENCEMENT.

BEING PART OF MISSION BLOCK NO. 57.

PARCEL 8:

COMMENCING AT A POINT ON THE WESTERLY LINE OF FOLSOM STREET, DISTANT THEREON 65 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF 19TH STREET; RUNNING THENCE SOUTHERLY ALONG THE WESTERLY LINE OF FOLSOM STREET, 30 FEET; THENCE AT A RIGHT ANGLE WESTERLY 95 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 30 FEET; THENCE AT A RIGHT ANGLE EASTERLY 95 FEET TO THE WESTERLY LINE OF FOLSOM STREET AND THE POINT OF COMMENCEMENT.

BEING A PORTION OF MISSION BLOCK NO. 57.

PARCEL 9:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF 19TH STREET, DISTANT THEREON 170 FEET WESTERLY FROM THE WESTERLY LINE OF FOLSOM STREET; RUNNING THENCE WESTERLY AND ALONG SAID LINE OF 19TH STREET, 25 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 95 FEET; THENCE AT A RIGHT ANGLE EASTERLY 25 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 95 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF MISSION BLOCK NO. 57.

PARCEL 10:

BEGINNING AT A POINT ON THE EASTERLY LINE OF SHOTWELL STREET, DISTANT THEREON 115 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF 19TH STREET; RUNNING THENCE SOUTHERLY ALONG SAID LINE OF SHOTWELL STREET, 20 FEET; THENCE AT A RIGHT ANGLE EASTERLY 100 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 20 FEET; THENCE AT A RIGHT ANGLE WESTERLY 100 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF MISSION BLOCK NO. 57.

PARCEL 11:

BEGINNING AT A POINT ON THE EASTERLY LINE OF SHOTWELL STREET, DISTANT THEREON 135 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF 19TH STREET; RUNNING THENCE SOUTHERLY ALONG SAID LINE OF SHOTWELL STREET, 20 FEET; THENCE AT A RIGHT ANGLE EASTERLY 100 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 20 FEET; THENCE AT A RIGHT ANGLE WESTERLY 100 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF MISSION BLOCK NO. 57.

PARCEL 12:

BEGINNING AT A POINT ON THE EASTERLY LINE OF SHOTWELL STREET, DISTANT THEREON 155 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF 19TH STREET; RUNNING THENCE SOUTHERLY ALONG SAID LINE OF SHOTWELL STREET, 30 FEET; THENCE AT A RIGHT ANGLE EASTERLY 122 FEET, 6 INCHES; THENCE AT A RIGHT ANGLE NORTHERLY 30 FEET; THENCE AT A RIGHT ANGLE WESTERLY 122 FEET, 6 INCHES TO THE EASTERLY LINE OF SHOTWELL STREET AND THE POINT OF BEGINNING.

BEING A PORTION OF MISSION BLOCK NO. 57.

PARCEL 13:

BEGINNING AT A POINT ON THE WESTERLY LINE OF FOLSOM STREET, DISTANT THEREON 95 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF 19TH STREET; RUNNING THENCE SOUTHERLY ALONG SAID LINE OF FOLSOM STREET, 90 FEET; THENCE AT A RIGHT ANGLE WESTERLY 122 FEET, 6 INCHES; THENCE AT A RIGHT ANGLE NORTHERLY 30 FEET; THENCE AT A RIGHT ANGLE WESTERLY 22 FEET, 6 INCHES; THENCE AT A RIGHT ANGLE NORTHERLY 60 FEET; THENCE AT A RIGHT ANGLE EASTERLY 145 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF MISSION BLOCK NO. 57.

PARCEL 14:

BEGINNING AT A POINT ON THE EASTERLY LINE OF SHOTWELL STREET, DISTANT THEREON 185 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF 19TH STREET; RUNNING THENCE SOUTHERLY ALONG SAID LINE OF SHOTWELL STREET, 30 FEET; THENCE AT A RIGHT ANGLE EASTERLY 122 FEET, 6 INCHES; THENCE AT A RIGHT ANGLE NORTHERLY 30 FEET; AND THENCE AT A RIGHT ANGLE WESTERLY 122 FEET, 6 INCHES TO THE POINT OF BEGINNING.

BEING A PORTION OF MISSION BLOCK NO. 57.

PARCEL 15:

BEGINNING AT A POINT ON THE EASTERLY LINE OF SHOTWELL STREET, DISTANT THEREON 215 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF 19TH STREET; RUNNING THENCE SOUTHERLY ALONG SAID LINE OF SHOTWELL STREET, 31 FEET, 9-1/4 INCHES; THENCE AT A RIGHT ANGLE EASTERLY 122 FEET, 6 INCHES; THENCE AT A RIGHT ANGLE NORTHERLY 31 FEET, 9-1/4 INCHES; AND THENCE AT A RIGHT ANGLE WESTERLY 122 FEET, 6 INCHES TO THE POINT OF BEGINNING.

BEING A PORTION OF MISSION BLOCK NO. 57.

PARCEL 16:

COMMENCING AT A POINT ON THE EASTERLY LINE OF SHOTWELL STREET, DISTANT THEREON 215 FEET NORTHERLY FROM THE NORTHERLY LINE OF TWENTIETH STREET; RUNNING THENCE NORTHERLY ALONG THE EASTERLY LINE OF SHOTWELL STREET, 58 FEET, 2-3/4 INCHES; THENCE AT A RIGHT ANGLE EASTERLY 122 FEET, 6 INCHES; THENCE AT A RIGHT ANGLE SOUTHERLY 58 FEET, 2-3/4 INCHES; AND THENCE AT A RIGHT ANGLE WESTERLY 122 FEET, 6 INCHES TO THE EASTERLY LINE OF SHOTWELL STREET AND THE POINT OF COMMENCEMENT.

BEING A PORTION OF MISSION BLOCK NO. 57.

PARCEL 17:

COMMENCING AT A POINT ON THE WESTERLY LINE OF FOLSOM STREET, DISTANT THEREON 185 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF 19TH STREET; RUNNING THENCE SOUTHERLY AND ALONG SAID LINE OF FOLSOM STREET, 90 FEET; THENCE AT A RIGHT ANGLE WESTERLY 122 FEET, 6 INCHES; THENCE AT A RIGHT ANGLE NORTHERLY 90 FEET; THENCE AT A RIGHT ANGLE EASTERLY 122 FEET, 6 INCHES TO THE POINT OF COMMENCEMENT.

BEING PORTION OF MISSION BLOCK NO. 57.

PARCEL 18:

COMMENCING AT A POINT ON THE WESTERLY LINE OF FOLSOM STREET, DISTANT THEREON 215 FEET NORTHERLY FROM THE NORTHERLY LINE OF 20TH STREET; RUNNING THENCE NORTHERLY ALONG SAID LINE OF FOLSOM STREET, 30 FEET; THENCE AT A RIGHT ANGLE WESTERLY 122 FEET, 6 INCHES; THENCE AT A RIGHT ANGLE SOUTHERLY 30 FEET; THENCE AT A RIGHT ANGLE EASTERLY 122 FEET, 6 INCHES TO THE POINT OF COMMENCEMENT.

BEING PART OF MISSION BLOCK 57.

APN: LOT 059, BLOCK 3594

Third Component (Bureau of Engineering Office)

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

PARCEL ONE:

Beginning at a point on the easterly line of Otis Street, distant thereon 19.689 feet northerly from the northwesterly line of Mission Street; running thence northerly along said line of Otis Street 292.0297 feet; thence southeasterly 92 feet, more or less, to a point on the northwesterly line of Mission Street, distant thereon northeasterly 285.7292 feet from the easterly line of Otis Street; thence southwesterly along said line of Mission Street 265.4152 feet to a line drawn from the point of beginning at a right angle to the easterly line of Otis Street; thence westerly along said line so drawn 5.00 feet to the point of beginning.

Being a portion of Mission Plaza.

EXCEPTING THEREFROM, that portion of the above described property dedicated to the public to be open public street on that certain map entitled, "Map showing the Widening of Mission Street at Thirteenth Street" filed in the Office of the County Recorder on April 14, 1966 in Book "U" of Maps at Page 105.

PARCEL TWO:

ALL that portion of the street area at the intersection of Otis and Mission Streets, as shown on the Department of Public Works drawing No. SUR 789, dated August 15, 1989 vacated by Resolution No. 754-89 by the Board of Supervisors of the City and County of San Francisco, recorded October 13, 1989 in Book E977, Page 1056, Instrument No. E447240, Official Records.

NOTE:

The legal description contained herein was prepared by this Company from record data solely for the purpose of issuing a preliminary title report. Chicago Title Company assumes no liability nor makes any assurances as to its accuracy. Any reliance upon said legal description or use for any purpose other than that stated above shall be deemed to be without the consent of Chicago Title Company.

APN: Lot 009, Block 3512, Lot 010, Block 3512

Fourth Component (Police Academy)

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

All of Lot 5, in Block 7521, as per "Map of Unit Two of Diamond Heights, San Francisco, California," recorded May 10, 1962 in Book "T" of Maps, at Pages 38 to 42, inclusive, in the office of the County Recorder of said city and county.

APN: Lot 005, Block 7521

Fifth Component (Northern Police Station)

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

Parcel One:

Beginning at the point of intersection of the southerly line of Turk Street and the westerly line of Fillmore Street; running thence westerly along said line of Turk Street 412 feet and 6 inches to the easterly line of Steiner Street; thence at a right angle southerly along said line of Steiner Street 137 feet and 6 inches; thence at a right angle easterly 412 feet and 6 inches to the westerly line of Fillmore Street; thence at a right angle northerly along said line of Fillmore Street 137 feet and 6 inches to the point of beginning.

Being part of Western Addition Block No. 363.

Parcel Two:

Beginning at a point on the northerly line of Golden Gate Avenue distant thereon 70 feet easterly from the easterly line of Steiner Street; running thence easterly along said line of Golden Gate Avenue 67 feet and 6 inches; thence at a right angle northerly 137 feet and 6 inches; thence at a right angle westerly 67 feet and 6 inches; thence at a right angle southerly 137 feet and 6 inches to the point of beginning.

Being part of Western Addition Block No. 363.

APN: Lot 013, Block 0755

Sixth Component (Public Health Central Office)

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

Parcel One:

Commencing at a point formed by the intersection of the southerly line of Grove Street with the westerly line of Polk Street; running thence westerly along said southerly line of Grove Street 110 feet, 9-1/2 inches; thence at a right angle southerly 137 feet, 6 inches; thence at a right angle easterly 110 feet, 9-1/2 inches to the said westerly line of Polk Street; thence at a right angle northerly along said westerly line of Polk Street 137 feet, 6 inches to the said southerly line of Grove Street and the point of commencement.

The same being a portion of Lot No. 6, Western Addition Block No. 68.

Parcel Two:

Commencing at a point on the southerly line of Grove Street, distant thereon 110 feet, 9-1/2 inches westerly from the westerly line of Polk Street; running thence westerly along said southerly line of Grove Street 48 feet; thence at a right angle southerly 80 feet; thence at a right angle easterly 48 feet; thence at a right angle northerly 80 feet to the southerly line of Grove Street and point of commencement.

Being a portion of W.A. Block 68, also known as Block No. 811 on Assessor's Map Book.

Parcel Three:

Commencing at a point on the southerly line of Grove Street, distant thereon 182 feet, 9-1/2 inches westerly from the westerly line of Polk Street; running thence westerly along said southerly line of Grove Street 24 feet; thence at a right angle southerly 80 feet; thence at a right angle easterly 24 feet; thence at a right angle northerly 80 feet to the southerly line of Grove Street and point of commencement.

Being a portion of W.A. Block 68, also known as Block No. 811 on Assessor's Map Book.

Parcel Four:

Commencing at a point on the northerly line of Lech Walesa Street (formerly known as Ivy Street), distant thereon one hundred eight-two (182) feet, nine and one-half (9-1/2) inches westerly from the point formed by the intersection of the said northerly line of Lech Walesa Street with the westerly line of Polk Street; thence running westerly along said northerly line of Lech Walesa Street twenty-four (24) feet; thence at a right angle northerly forty (40) feet; thence at a right angle easterly twenty-four (24) feet; and thence at a right angle southerly forty (40) feet to the said northerly line of Lech Walesa Street and the point of commencement.

Being a portion of Western Addition Block Number 68.

Parcel Five:

Commencing at a point on the northerly line of Lech Walesa Street, distant thereon one hundred ten (110) feet and nine and one-half (9-1/2) inches westerly from the point formed by the intersection of the said northerly line of Lech Walesa Street with the westerly line of Polk Street; thence running westerly along said northerly line of Lech Walesa Street twenty-four (24) feet; thence at a right angle northerly forty (40) feet; thence at a right angle easterly twenty-four (24) feet; and thence at a right angle southerly forty (40) feet to the northerly line of Lech Walesa Street and the point of commencement.

Being portion of Western Addition Block Number 68.

Parcel Six:

Commencing at a point on the southerly line of Grove Street, distant thereon 158 feet, 9-1/2 inches westerly from the point formed by the intersection of the said southerly line of Grove Street with the westerly line of Polk Street; running thence westerly along the said southerly line of Grove Street 24 feet; thence at a right angle southerly 120 feet to the northerly line of Lech Walesa Street; thence easterly along the northerly line of Lech Walesa Street 48 feet; thence at a right angle northerly 40 feet; thence at a right angle westerly 24 feet; and thence at a right angle northerly 80 feet to the southerly line of Grove Street and the point of commencement.

Being a portion of Western Addition Block Number 68.

APN: Lot 001, Block 0811