

Attachment 5: Indiana Street Access License Agreement

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

Recording requested by and when recorded mail to:

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

with a copy to:

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

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

INDIANA STREET ACCESS LICENSE AGREEMENT
(Islais Creek Operations and Maintenance Facility)
(Portions of APN Block 4382, Lots 003, 004 and 005;
APN 4352, Lots 001 and 007; APN 4381, Lot 001)

This Indiana Street Access License Agreement (this "**Agreement**"), by and between the City and County of San Francisco, a municipal corporation ("**City**"), acting by and through its Municipal Transportation Agency, and the State of California, acting by and through its Department of Transportation ("**State**"), is executed as of _____ (the "**Effective Date**").

RECITALS

A. Pursuant to Director's Deed 030660-01-02 recorded in the Official Records of San Francisco County as Instrument No. _____ on _____, 2017 (the "**Recording Date**"), City acquired that certain real property described on the attached Exhibit A (the "**Acquired Fee Property**") from State, the eastern boundary of which abuts the City property described on the attached Exhibit B (the "**Bus Yard Property**"). The Acquired Fee Property and the Bus Yard Property shall be collectively referred to as the "**City Property**" and is generally depicted on the attached Exhibit C.

B. The western boundary of the City Property abuts certain real property commonly known as Lease Area No. 04-SF-280-08, which is owned by the State, generally depicted on the attached Exhibit C (the "**State Property**"), and leased by City pursuant to an Airspace Lease between City and State, dated as of _____, for an initial term of fifty (50) years, as such initial term may be extended by City's two 15-year options to extend such term (the "**Lease**").

C. City granted State an easement to provide access between the State Property and Cesar Chavez Street pursuant to an Access Easement Agreement recorded in the Official Records of San Francisco County as Instrument No. _____ on _____, 2017

(the "**Cesar Chavez Access Easement Agreement**"), but State's right to use such easement does not commence until the termination of this Agreement.

D. City and State wish to provide for State's commercial and regular vehicular and pedestrian access to the State Property by crossing the City Property from Indiana Street during the term of the Lease pursuant to its reserved entry rights under the Lease, and for any period of time (the "**Extended Period**") between the expiration or termination of the Lease and City's performance, or State's written waiver, of the Curb Cut Work (as defined in Section 3(a) of the Cesar Chavez Access Easement Agreement) on the terms and conditions set forth in this Agreement.

AGREEMENT

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

1. License. Pursuant to the terms and conditions specified in this Agreement, City grants to State a license ("**License**") for commercial and regular vehicular and pedestrian ingress and egress over and across the City Property to access State Property pursuant to its reserved entry rights under the Lease during the term of the Lease, and for the exercise of State's rights and obligations as to the State Property and highway facilities during any Extended Period, on the terms and conditions of this Agreement.

2. Term. The License is irrevocable for the duration of its term, which shall commence on the date this Agreement is fully executed and shall terminate upon the date (the "**Termination Date**") the Lease has expired or terminated and City has completed, or State has provided a written waiver of City obligation to perform, the Curb Cut Work. Following the Termination Date, State shall execute any document reasonably requested by City to evidence the termination of this Agreement, which document shall be in a form sufficient for recordation in the Official Records of San Francisco County.

3. Access Conditions.

(a) During the term of the Lease, State, its employees, agents, representatives, contractors, subcontractors, licensees or other authorized persons (each, an "**Agent**") may cross the City Property to access the State Property pursuant to the terms of this Agreement at the times State is permitted to enter the State Property pursuant to Article 12 of the Lease. During any Extended Period, State and its Agents may cross the City Property to access the State Property pursuant to the terms of this Agreement. State and City shall use reasonable efforts to cooperate and coordinate access by State and its Agents across the City Property pursuant to this Agreement. Except in the event of an emergency where State must access the State Property due to an immediate threat to public health or safety, or unless otherwise agreed to by City, State shall provide no less than seventy-two (72) hours prior written notice of its intent to enter the City Property pursuant to this Agreement.

Access over the City Property by State and its Agents shall be performed at all times in a lawful, safe, and prudent manner that allows for the State's access as specified herein and minimizes interference with City's use of the City Property and avoids damage to the City Property and any improvements, fixtures, equipment or personal property located thereon (collectively, the "**Improvements**"). Any entry on the City Property by State or its Agents pursuant to this Agreement shall be from the City Property's Indiana Street entrance and over a route that is designated by the City Property Superintendent of Facilities, or his or her designee, which route shall be lawful, suitable, and safe for pedestrian and commercial and regular vehicular access.

(b) City shall have the right to use the City Property for any purpose and to install, maintain, modify, replace, and remove any Improvements, including the gated fence restricting entry to the City Property from Indiana Street, provided that City does not interfere with State's entry on, across and over the City Property for access purposes pursuant to this Agreement.

4. Maintenance and Repair. The unimproved portions of the City Property are currently paved with concrete and City currently intends to maintain such paving as needed for its use of the City Property as a bus maintenance and storage yard; provided, however, that City shall have no obligation to maintain such pavement if City determines it is not necessary for City's use of the City Property. However, City shall continue to provide a route that is lawful, suitable and safe for commercial and regular vehicular and pedestrian ingress and egress over and across the City Property to access the State Property. If the City Property or any of the Improvements is damaged by any entry on the City Property by State or its Agents pursuant to this Agreement, State shall repair such damaged portion of the City Property or Improvements to the condition it was in immediately prior to such damage. If State fails to timely perform such repair obligation within a reasonable time, City may, at its sole discretion, remedy such failure at the State's expense at any time thereafter with at least thirty (30) days' prior written notice of City's intention to cure such failure (unless City determines such failure will cause immediate danger to health or property, in which case no such notice shall be required). City's election to cure any State failure to perform its repair obligations under this Section shall not be construed as a waiver of any of City's legal rights or remedies, nor imply any duty of City to do any act that the State is obligated to perform hereunder. State shall pay to City, promptly upon demand, all reasonable costs incurred by City in remedying or attempting to remedy such default. Such costs, however, shall not include City administrative staff or personnel time.

If any party performs labor at the City Property for State or its Agents pursuant to State's obligations under this Section, and such labor is in connection with any improvements that are a "public work" as defined under California Labor Code Section 1720 *et seq.*, the performing party shall be paid not less than the general prevailing rate of per diem wages determined pursuant to California Labor Code Section 1770 *et seq.* State shall include, in any contract for any improvements to the City Property pursuant to this Section that are a public work, a requirement that all persons performing labor under such contract shall be paid not less than such general prevailing rate of per diem wages for the labor so performed. State shall require any contractor to provide, and shall deliver to City upon request, certified payroll reports with respect to all persons performing such labor at the City Property.

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

"**Hazardous Material**" means material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to public health, welfare or the environment. "Hazardous Material" includes, without limitation, any material or substance defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 *et seq.*, or pursuant to Section 25316 of the California Health & Safety Code; a

"hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the City Property or are naturally occurring substances in the City Property, and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids. The term "release" or "threatened release" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under or about the City Property. Notwithstanding anything to the contrary in this Section, motor vehicles and equipment driven by State or its Agents across the City Property pursuant to this Agreement may contain gasoline or petroleum products to the extent they are for the exclusive use of such vehicle or equipment.

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

6. Insurance.

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

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

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

(d) Notwithstanding anything to the contrary contained herein, by entry on the City Property by any State Third Party, Successor Owner, or Successor Third Party pursuant to this Agreement, such party shall be deemed to have waived any right of recovery against City for any

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

(e) City shall have the right to periodically review the limits and types of insurance to be carried by any Successor Owner or Successor Third Party pursuant to this Section. If, at the time of such review, the general commercial practice in the City and County of San Francisco is to carry liability insurance in an amount or with coverage materially greater than the amount or coverage then required under this Agreement for risks comparable to those associated with the entry on the City Property pursuant to this Agreement, then City in its sole discretion shall have the right to increase the amounts or coverage such Successor Owner or Successor Third Party is required to carry under this Agreement to conform to such general commercial practice.

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

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

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

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

If to City:

San Francisco Municipal Transportation Agency
1301 Cesar Chavez Street
San Francisco, CA 94124
Attn: Superintendent, Islais Creek Operations and

Maintenance Facility

with a copy to:

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

If to State:

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

with copy to:

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

9. Waiver of Claims. State covenants and agrees that City shall not be responsible for or liable to State for, and hereby waives all rights against City and its Agents and releases City and its Agents from, any and all Claims incurred by State for any injury, accident or death of any person or loss or damage to any property in or about the City Property pursuant to this Agreement, except to the extent such Claims are within the indemnification obligations in Section 7 above, or are caused by City's breach of its obligations under this Agreement or the negligent, unlawful, or wrongful acts or omissions of City or its Agents.

City covenants and agrees that State shall not be responsible for or liable to City for, and hereby waives all rights against State and its Agents and releases State and its Agents from, any and all Claims incurred by City for to any injury, accident or death of any person or loss or damage to any property in or about the City Property pursuant to this Agreement, except to the extent such Claims are within the indemnification obligations in Section 7 above, or are caused by State's breach of its obligations under this Agreement or the negligent, unlawful, or wrongful acts or omissions of State or its Agents.

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

10. Run with the Land; Exclusive Benefit of Parties; No Public Dedication. The rights and obligations set forth herein shall run with the land and shall bind and inure to the benefit of the parties hereto and their respective successors and assigns to the City Property or the State Property. This Agreement is not for the benefit of, nor give rise to any claim or cause of action by, any other party. This Agreement shall not be deemed a dedication of any portion of the City Property to or for the benefit of the general public.

11. As Is Condition. SUBJECT TO CITY'S CONTINUING OBLIGATION TO PROVIDE ACCESS ONTO, ACROSS, AND OVER CITY PROPERTY THAT IS LAWFUL, SUITABLE, AND SAFE FOR PEDESTRIAN AND COMMERCIAL AND REGULAR VEHICULAR ACCESS, STATE ACCEPTS THE USE OF CITY PROPERTY UNDER THIS AGREEMENT IN ITS "AS IS" CONDITION, AND ACKNOWLEDGES AND AGREES THAT NEITHER CITY NOR ANY OF ITS AGENTS HAVE MADE, AND CITY HEREBY DISCLAIMS, ANY

REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE CITY PROPERTY. Without limiting the foregoing, this Agreement is made subject to all applicable laws, rules and ordinances governing the use of the City Property, and to any and all covenants, conditions, restrictions, easements, encumbrances, claims of title and other title matters affecting the City Property, whether foreseen or unforeseen, and whether such matters are of record or would be disclosed by an accurate inspection or survey.

12. Possessory Interest Taxes. State recognizes and understands that this Agreement may create a possessory interest subject to property taxation for any State Third Party, Successor Owner, or Successor Third Party, and that such party may be subject to the payment of property taxes levied on such interest under applicable law. State shall include language in any future lease or similar use agreement with a State Third Party that requires such State Third Party to pay taxes of any kind, including possessory interest taxes, if any, that may be lawfully assessed on its interest in or use of the City Property under this Agreement and to pay any other taxes, excises, licenses, permit charges or assessments based on such interest or usage of the City Property that may be imposed on such State Third Party by applicable law. Each Successor Owner or Successor Third Party shall pay taxes of any kind, including possessory interest taxes, if any, that may be lawfully assessed on its interest in or use of the City Property under this Agreement and to pay any other taxes, excises, licenses, permit charges or assessments based on such interest or usage of the City Property that may be imposed on such party by applicable law. Such party shall pay all of such charges when they become due and payable and before delinquency. Nothing herein is intended or shall be construed to constitute consent by the State of California to imposition of any tax or assessment of any kind on it.

13. Prohibited Activities.

(a) State shall not use or apply, nor allow its Agents to use or apply, any pesticides on the City Property without the prior written consent of City, which consent shall be conditioned upon the incorporation of the proposed pesticide use into the City integrated pest management policy applicable to the City Property pursuant to Chapter 3 of the San Francisco Environment Code, as may be modified or replaced.

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

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

14. General Provisions.

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

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

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

(d) City's obligations under this Agreement are subject to the requirements of City's Charter.

- (e) This Agreement shall be governed by California law.
- (f) This Agreement does not create a partnership or joint venture between City and State as to any activity conducted by State on, in or relating to the City Property.
- (g) City's obligations hereunder are contingent upon approval of this instrument by the San Francisco Municipal Transit Agency's Board of Directors and the City's Board of Supervisors and Mayor, each in their respective sole discretion.
- (h) Time is of the essence of this Agreement and each party's performance of its obligations hereunder.
- (i) All representations, warranties, waivers, releases, and indemnities given or made in this Agreement shall survive the termination of this Agreement.
- (j) If any provision of this Agreement is deemed invalid by a judgment or court order, such invalid provision shall not affect any other provision of this Agreement, and the remaining portions of this Agreement shall continue in full force and effect, unless enforcement of this Agreement as partially invalidated would be unreasonable or grossly inequitable under all of the circumstances or would frustrate the purpose of this Agreement.
- (k) All section and subsection titles are included only for convenience of reference and shall be disregarded in the construction and interpretation of the Agreement.
- (l) State represents and warrants to City that the execution and delivery of this Agreement by State and the person signing on behalf of State below has been duly authorized to legally bind the State to the obligations herein, and City represents and warrants to State that the execution and delivery of this Agreement by City and the person signing on behalf of City below has been duly authorized to legally bind City to the obligations herein.
- (m) This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A true and correct copy of this Agreement shall have the same force and effect of an original for all purposes allowed by law.
- (n) This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein. In addition, each party has been represented by experienced and knowledgeable legal counsel. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purposes of the parties and this Agreement.
- (o) State understands and agrees that City is entering into this Agreement in its capacity as a property owner with a proprietary interest in the City Property and not as a regulatory agency with police powers.
- (p) This Agreement is personal to State and shall not be assigned, conveyed or otherwise transferred by State under any circumstances. Any attempt to assign, convey or otherwise transfer this Agreement shall be null and void and cause the immediate termination and revocation of this Agreement.

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

STATE: STATE OF CALIFORNIA
Department of Transportation

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

RECOMMENDED FOR APPROVAL:

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

APPROVED AS TO FORM AND PROCEDURE:

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

[CITY SIGNATURE ON FOLLOWING PAGE]

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____

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

San Francisco Municipal Transportation Agency
Board of Directors

Resolution No: _____

Adopted: _____

Attest:
Secretary, SFMTA Board of Director

By: _____

John Updike
Director of Property

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____
Carol Wong, Deputy City Attorney

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

State of California)
) ss
County of San Francisco)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit A

Description of Acquired Fee Property

PARCEL 1 (030660-01-02):

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

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

CONTAINING an area of 0.981 acres, more or less.

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

PARCEL 2 (030660-01-03):

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

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

CONTAINING an area of 0.125 acres, more or less.

PARCEL 3 (030667-01-01):

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

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

CONTAINING 1 square feet, more or less.

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

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

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

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

Signature _____


Licensed Land Surveyor

Date _____

08/15/2014

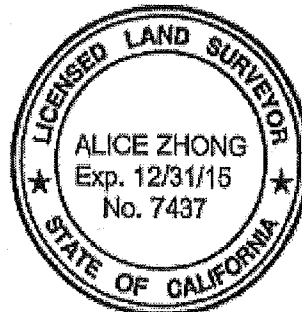


Exhibit B

Description of Bus Yard Property

All that certain real property situate in the City and County of San Francisco, State of California,

Being Parcels 19, 20, and 21 as described in Grant Deed from Union Pacific Railroad Company (a corporation of the State of Utah) to the City and County of San Francisco (a municipal corporation) recorded June 30, 1988 in Reel E627 at Image 1874 Official Records of the County of San Francisco; The lands described in Grant Deed from GRANEX CORPORATION USA, (a California Corporation) to the City and County of San Francisco (a municipal corporation), recorded May 23, 1990 in Reel F131 at Image 962 Official Records of County of San Francisco; State Parcel 30660-DD, described in Grant Deed from the State of California to the City and County of San Francisco (a municipal corporation) recorded December 5, 1973 in Book B832 at Page 213, Official Records of the County of San Francisco, being more particularly described as follows:

BEGINNING at the point of intersection of the southerly line of Cesar Chavez Street, 75.00 feet wide (Formerly Army Street as widened shown on 'Map of widening of Army Street from Third Street to De Haro Street' as per order of the Board of Supervisors under Resolution Number 15938. New series, approved July 31, 1918, A-S-84) with the easterly line of Pennsylvania Street, 90.00 feet wide as said street line existed prior to the closing of said street, said point also being the northwesterly corner of said Parcel 19;

thence easterly along said southerly line of said Cesar Chavez Street North $86^{\circ}49'23''$ East, 480.00 feet to the intersection of said Cesar Chavez Street with the westerly line of Indiana Street (80.00 feet wide);

thence leaving said southerly line of said Cesar Chavez Street at right angles along the westerly line of said Indiana Street, South $03^{\circ}10'37''$ East, 816.54 feet, more or less, to a point perpendicular distant 34.00 feet northeasterly from a line drawn northwesterly from the point of intersection of the northeasterly line of Tulare Street (as said street existed prior to the closing of said street) with the west line of said Indiana Street, to a point which is perpendicularly distant 425.00 feet south from said southerly line of said Cesar Chavez Street and also perpendicularly

distant 100.00 feet west from the west line of Pennsylvania Avenue, 90.00 feet wide (as the line of said avenue existed prior to the closing of said avenue),

thence leaving said westerly line of said Indiana Street, northwesterly parallel with said line so drawn, North $60^{\circ}2'50''$ West, 309.36 feet to the southwesterly corner of the said lands of the City and County of San Francisco described in Reel F131 at Image 962, said point also being the southeasterly corner of said State Parcel 030660-DD, said point also on a line perpendicularly distant westerly 20 feet from the centerline of said Iowa Street;

thence along the northwesterly prolongation of last said line, North $60^{\circ}21'50''$ West, 228.35 feet to the southwesterly corner of said State Parcel 30660-DD;

thence northerly along the westerly line of said State Parcel 30660-DD the following two courses:

- 1) From a radial line that bears North $74^{\circ}24'50''$ West, along a curve to the right with a radius of 1150.08 feet through a central angle of $11^{\circ}10'36''$, an arc length of 224.35 feet to a point of reverse curvature;
- 2) To the left with a radius of 2565.18 feet, through a central angle of $04^{\circ}48'41''$, for an arc length of 215.42 feet to the northerly corner of said State Parcel 30660-DD, said point also on a line perpendicularly distant westerly 20 feet from the centerline of said Iowa Street, said point also being on said westerly line of said lands of the City and County of San Francisco described in said Reel F131 at Image 962;

thence northerly along said westerly line of said lands of the City and County of San Francisco, also being on a line perpendicularly distant westerly 20 feet from said centerline of said Iowa Street, North $03^{\circ}10'37''$ West 89.27 feet to a point on said southerly line of said Parcel 19;

thence westerly along said southerly line of said Parcel 19, South $86^{\circ}49'23''$ West, 220.00 feet to a point on the easterly line of said former Pennsylvania Street, said point also being the southwesterly corner of said Parcel 19;

thence northerly along the easterly line of last said street and westerly line of said Parcel 19, North $03^{\circ}10'37''$ West, 41.00 feet to said **POINT OF BEGINNING**.

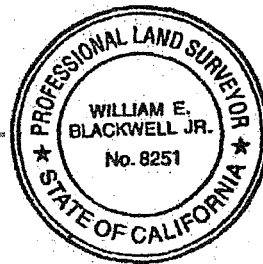
Being Assessor's Block 4352, Lots 001, 006 and 007, Assessor's Block 4382, Lots 004 and 005, and Assessor's Block 4381, Lot 001.

Containing an area of 251,139 Square Feet (5.77 Acres), more or less.

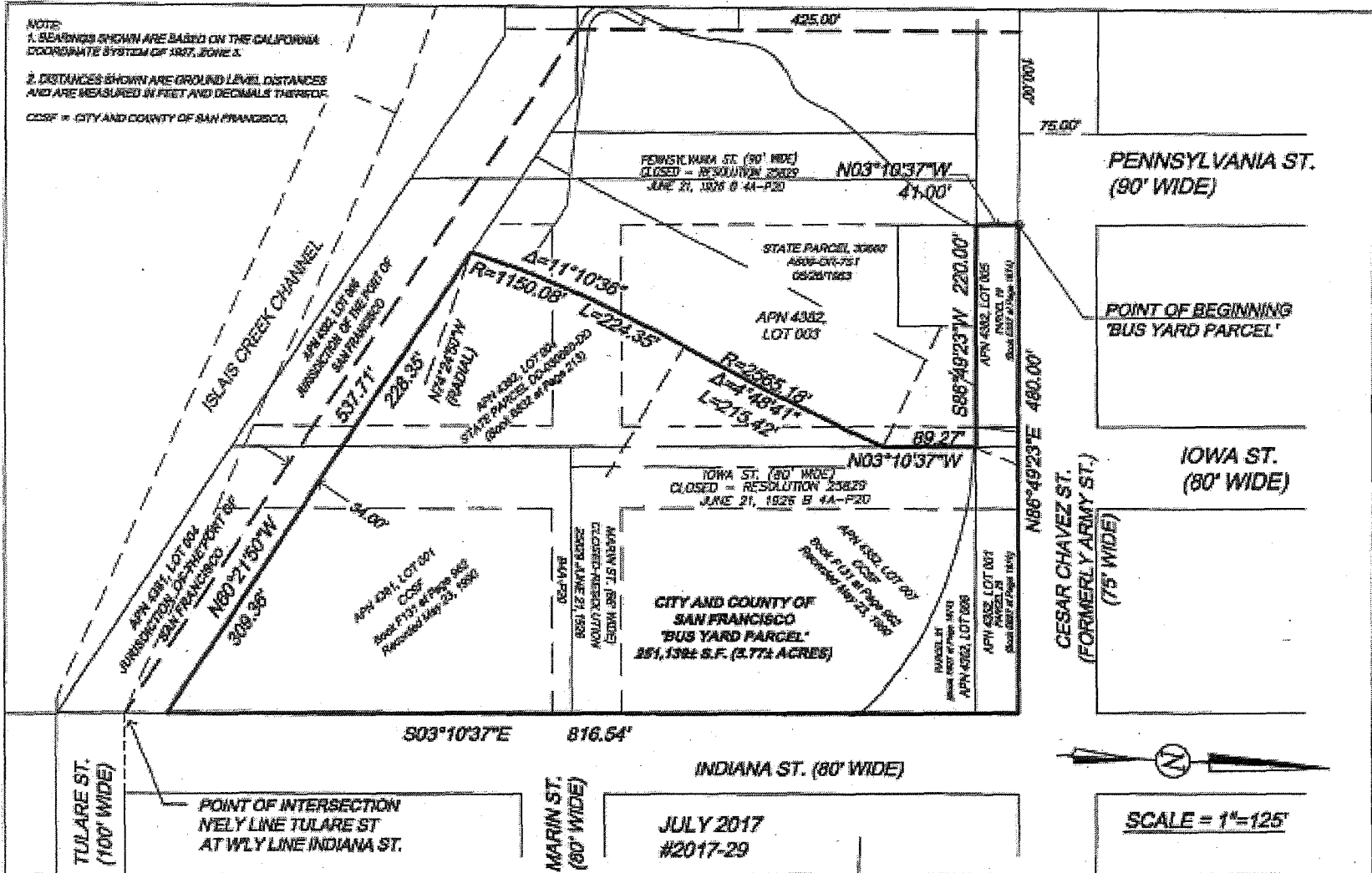
Bearings used in above description are based on California Coordinate System on 1927 Zone 3. Distances used in this description are ground level distances.

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

Signature William E. Blackwell Jr.
William E. Blackwell Jr., PLS 8251
Date: August 1, 2017



NOTE:
 1. BEARINGS SHOWN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE X.
 2. DISTANCES SHOWN ARE GROUND LEVEL DISTANCES AND ARE MEASURED IN FEET AND DECIMALS THEREOF.
 CCSR = CITY AND COUNTY OF SAN FRANCISCO.



B-4

EXHIBIT B
PLAN TO ACCOMPANY LEGAL DESCRIPTION 'A'
 PREPARED BY:
BUREAU OF STREET USE AND MAPPING
DEPARTMENT OF PUBLIC WORKS
CITY AND COUNTY OF SAN FRANCISCO
 PHONE: 415.554.5327 FAX: 415.554.5324

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE LAND SURVEYORS ACT.
 Signature: *[Handwritten Signature]*
 Date: *8-01-17*



Δ	BY	DATE	REVISIONS

Exhibit C

**Depiction of Acquired Fee Property and the Bus Yard
Property (together, the City Property) and State Property**

LEGEND

- 1. Boundary of Bus Yard Property
- 2. Boundary of Acquired Fee Property
- 3. Boundary of State Property
- 4. Boundary of Maintenance Area

