

File No. 160540

Committee Item No. 6

Board Item No. 58

### COMMITTEE/BOARD OF SUPERVISORS

#### AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Sub-Committee

Date July 13, 2016

Board of Supervisors Meeting

Date 7/19/16

#### Cmte Board

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| <input type="checkbox"/>            | <input type="checkbox"/>            | Grant Information Form                       |
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Completed by: Linda Wong Date July 8, 2016  
Completed by: Linda Wong Date 7/14/16

1 [Real Property Acquisition - Easement from 2525 Marin LP - Kansas and Marin Streets Sewer  
2 System Improvement Project - \$13,500]

3 **Resolution approving and authorizing the acquisition of one permanent access**  
4 **easement from 2525 Marin LP, a Delaware limited partnership, for \$13,500 to be used**  
5 **by the City and County of San Francisco for the right to improve, inspect, maintain,**  
6 **repair, operate, and have access over, in, and upon a portion of the property located at**  
7 **2525 Marin Street for the Kansas and Marin Streets Sewer System Improvement**  
8 **Project, Project No. CWWSIPCSSR03; adopting findings under the California**  
9 **Environmental Quality Act; adopting findings that the conveyance is consistent with**  
10 **the General Plan, and the eight priority policies of Planning Code, Section 101.1; and**  
11 **approving the Agreement and authorizing the Director of Property and/or the San**  
12 **Francisco Public Utilities Commission General Manager to execute documents, make**  
13 **certain modifications, and take certain actions in furtherance of this Resolution, as**  
14 **defined herein.**

15  
16 WHEREAS, The San Francisco Public Utilities Commission ("SFPUC") has developed  
17 and approved the Kansas and Marin Streets Sewer System Improvement Project ("Project"),  
18 Project No. CWWSIPCSSR03, a sewer project included as part of the Sewer System  
19 Improvement Program ("SSIP"), with the primary purpose of upgrading the City and County of  
20 San Francisco's aging sewer system and to increase the wet-weather conveyance for  
21 combined sewer flows for the Cesar Chavez Street area in the Islais Creek Drainage Basin;  
22 and

23 WHEREAS, The Project is located in the City and County of San Francisco ("City") and  
24 its completion would help SFPUC achieve the actions necessary to implement this portion of  
25 SSIP adopted by the SFPUC in Resolution No. 15-0111; and

1 WHEREAS, On April 21, 2015, the San Francisco Planning Department determined  
2 that the Project is exempt from the California Environmental Quality Act ("CEQA") as a  
3 Class 1 (Existing Facilities) and Class 3 (New Construction or Conversion of Small  
4 Structures) under CEQA Guidelines, Sections 15301 and 15303; and

5 WHEREAS, The San Francisco Planning Department found the Project consistent  
6 with the General Plan, and eight priority policies of Planning, Section 101.1 ("General Plan  
7 Findings") by Case No. 2015-010965GPR, a copy of which is on file with the Clerk of the  
8 Board of Supervisors under File No. 160540, which is incorporated herein by this reference;  
9 and

10 WHEREAS, The Project requires that the City acquire one (1) permanent access  
11 easement ("the "Easement") over, in, across, in and upon a portion of that real property  
12 owned by 2525 Marin LP, a Delaware limited partnership ("Grantor") located 2525 Marin  
13 Street also known as Assessor's Parcel Block No. 4343, Lot No. 001D in the City and County  
14 San Francisco; and

15 WHEREAS, On May 12, 2015, by SFPUC Resolution No. 15-0111, a copy of which  
16 is on file with the Clerk of the Board of Supervisors under File No. 160540, which is  
17 incorporated herein by this reference and approved the proposed acquisition of the  
18 Easement by authorizing the SFPUC General Manager and/or the Director of Property  
19 through consultation with the Office of the City Attorney, following Board of Supervisors  
20 approval of the acquisition of the Easement, to accept and execute final agreements, and  
21 any other related documents necessary to consummate the transactions contemplated  
22 therein; and

23 WHEREAS, The Director of Property has determined, based on an independent  
24 appraisal dated August 13, 2015, that the purchase price of \$13,500 reflects the fair market  
25 value of the Easement; and

1           WHEREAS, SFPUC staff, through consultation with the Director of Property and the  
2 Office of the City Attorney, have negotiated with the Grantor the proposed terms and  
3 conditions of City's acquisition of the Easement as set forth in the form of an Agreement for  
4 Purchase and Sale of Real Estate ("Agreement"), between City, as Grantee, and Grantor, a  
5 copy of which is on file with the Clerk of the Board of Supervisors under File No. 160540,  
6 which is incorporated herein by reference and is considered part of the record before this  
7 Board; now, therefore, be it

8           RESOLVED, That in accordance with the recommendations of the Public Utilities  
9 Commission and the Director of Property, the Board of Supervisors hereby approves the  
10 Agreement and the transaction contemplated thereby in substantially the form of such  
11 instrument presented to this Board; and, be it

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

21           FURTHER RESOLVED, That the Director of Property is hereby authorized and  
22 urged, in the name and on behalf of the City and County, to execute and deliver the  
23 Agreement with Grantor upon the closing in accordance with the terms and conditions of  
24 the Agreement, and to take any and all steps (including, but not limited to, the execution  
25 and delivery of any and all certificates, agreements, notices, consents, escrow instructions,

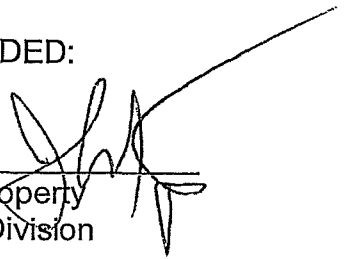
1 closing documents, and other instruments or documents) as the Director of Property deems  
2 necessary or appropriate in order to consummate the acquisition of the Easements  
3 pursuant to the Agreement, or to otherwise effectuate the purpose and intent of this  
4 resolution, such determination to be conclusively evidenced by the execution and delivery  
5 by the Director of Property of any such documents.  
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\$13,500.00 available  
Index Code: 573786

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RECOMMENDED:



Director of Property  
Real Estate Division

RECOMMENDED:



General Manager  
San Francisco Public Utilities Commission

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

by and between

2525 Marin LP, a Delaware limited partnership

as Seller

and

CITY AND COUNTY OF SAN FRANCISCO,

as Buyer

For the purchase and sale of

One permanent access easement over, across, in, and upon parcel of real property  
located in the City and County of San Francisco, State of California

\_\_\_\_\_, 2015

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LIST OF EXHIBITS

- EXHIBIT A Easement Deed for Permanent Access Area with attached legal description of Easement Area to be conveyed thereby.
- EXHIBIT B Depiction of Easement Area of Permanent Access Easement.
- EXHIBIT C Preliminary Title Report

## AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE (this "Agreement") dated for reference purposes only as of \_\_\_\_\_, 2015, is by and between 2525 Marin LP, a Delaware limited partnership ("Seller"), and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("Buyer" or "City"), acting through its Public Utilities Commission ("SFPUC").

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

### 1. PURCHASE AND SALE

#### 1.1 Purchase and Sale of Easements

In connection with SFPUC's Kansas and Marin Street Sewer Improvement Project, Seller agrees to sell and convey to Buyer or its designee, and Buyer agrees to purchase from Seller, subject to the terms, covenants, and conditions set forth below, a permanent access easement (the "Access Easement") over, across, in, and upon a portion of that real property located at 2525 Marin Street in the City and County of San Francisco, California, and also known as Assessor's Parcel 4343-001D ("Seller's Property"). The specific location of the Access Easement is referred to herein as the "Easement Area."

#### 1.2 Easement Areas; Nature of Easement

The Easement Area consists of those portions of Seller's Property described in the easement deed attached as Exhibit A (a "Deed," ) and approximately depicted on the attached Exhibit B. The nature, scope, and conditions of the Access Easement are set forth in the Deed.

### 2. PURCHASE PRICE

#### 2.1 Purchase Price

The total purchase price for the Access Easement is THIRTEEN THOUSAND FIVE HUNDRED DOLLARS (\$13,500.00) (the "Purchase Price").

#### 2.2 Payment

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

#### 2.3 Funds

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

### 3. CONVEYANCE OF EASEMENT

#### 3.1 Easement Deed

At the Closing defined in Section 5.1 ["Closing" Defined]), Seller shall convey to Buyer marketable and insurable title to the Access Easement, by delivery of the Deed in the form of the attached Exhibit A, duly executed and acknowledged, free and clear of all exceptions, liens, and encumbrances except solely for the Accepted Conditions of Title (defined in Section 3.2 [State of Title]).

#### 3.2 State of Title

"Accepted Conditions of Title" shall mean only (i) the lien real property taxes, not yet due or payable; and (ii) exceptions numbered 4 through 11 of the Preliminary Report attached as Exhibit C. As a condition precedent to Buyer's obligation to purchase the Access Easement, quitclaim deeds, a spousal waiver, lender's consents or subordinations, tenants' consents, or similar releases sufficient to clear or subordinate any possessory rights over the Easement Area may be required, at Buyer's election, in form approved by Buyer. Seller agrees to secure any such waiver, quitclaim deeds, consents, subordinations, or releases.

### 4. CONDITIONS TO CLOSING

#### 4.1 Buyer's Conditions to Closing

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

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

(b) Seller shall have delivered signed originals of any documents required under Section 3.2, and, unless the parties elect to consummate the transaction without an escrow, Escrow Holder shall be committed at the Closing to issue to Buyer a CLTA owner's policy of title insurance (the "**Title Policy**") in the amount of the Purchase Price, insuring title to the Access Easement vested in Buyer free of all exceptions, liens, and encumbrances except only the Accepted Conditions of Title. The Title Policy shall contain such special endorsements as Buyer may reasonably request.

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

(d) If required by Buyer's Charter, the Buyer's Mayor and the Board of Supervisors, at the sole discretion of each, shall have enacted a resolution approving, adopting and authorizing this Agreement and the transactions contemplated by this Agreement, within one hundred eighty (180) days after Seller executes and delivers this Agreement to Buyer.

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

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

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

#### **4.2 Cooperation with Buyer**

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

### **5. CLOSING AND POSSESSION**

#### **5.1 "Closing" Defined**

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

#### **5.2 Escrow; Closing Without an Escrow**

(a) Unless the parties agree to consummate the purchase and sale without an escrow as provided in subparagraph (b) below: (i) On or before the Effective Date (as defined in Section 11.17 [General Provisions]), the parties shall open escrow by depositing an executed counterpart of this Agreement with Chicago Title Company at its offices at 455 Market Street, Suite 2100, San Francisco, California 94105 ("Escrow Holder"); (ii) this Agreement shall serve as instructions to Escrow Holder as the escrow holder for consummation of the purchase and sale contemplated hereby; (iii) Seller hereby authorizes Buyer to prepare and submit supplemental escrow instructions in accordance with this Agreement on behalf of both parties, as needed; and (iv) the Closing shall be held and delivery of all items to be made at the Closing under this Agreement shall be made at Escrow Holder's offices.

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

### 5.3 Closing Date

The Closing shall occur within one hundred and twenty (120) days after the Effective Date (as defined in Section 11.17) or on such earlier date as Buyer and Seller may mutually agree (the "Closing Date"), subject to the provisions of Article 4 [Conditions Precedent]. The Closing Date may not be extended without the prior written approval of both Seller and Buyer, except as otherwise expressly provided in this Agreement. If the Closing does not occur on or before the Closing Date and the parties have deposited documents or funds in escrow, Escrow Holder shall, unless it is notified by both parties to the contrary within five (5) business days after the Closing Date, return such items to the depositor thereof.

### 5.4 Seller's Delivery of Documents

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

- (i) the Deed, duly executed and acknowledged;
- (ii) such resolutions, authorizations, or other documents as Buyer may reasonably require to demonstrate the authority of Seller to enter into this Agreement and consummate the transactions contemplated hereby, and such proof of the power and authority of the individuals executing any documents or other instruments on behalf of Seller to act for and bind Seller;
- (iii) any documents needed in order to eliminate title exceptions other than Accepted Conditions of Title; and
- (iv) a closing statement in form and content satisfactory to Buyer and Seller (which may be in the form of a letter or memorandum from Buyer, countersigned by Seller, if the parties elect to consummate the transaction without an escrow).

Seller shall also deliver a properly executed California Franchise Tax Board Form 590 certifying that Seller is a California resident (if Seller is an individual) or that Seller has a permanent place of business in California or is qualified to do business in California, if Seller is a corporation, or other evidence satisfactory to Buyer that Seller is exempt from the withholding requirements of Section 18662 of the California Revenue and Taxation Code. Seller acknowledges and agrees that if Seller fails at Closing to deliver to Buyer such certificate, Buyer may be required to withhold and remit to the appropriate tax authority a portion of the Purchase Price pursuant to Section 18662 of the California Revenue and Taxation Code. Any amount properly so withheld and remitted shall be deemed to have been paid by Buyer as part of the Purchase Price, and Seller's obligation to consummate the transaction contemplated herein shall not be excused or otherwise affected thereby.

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

### 5.5 Buyer's Delivery of Documents and Funds

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

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

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

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

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

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

#### **5.6 Other Documents; Cooperation**

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

#### **5.7 Closing**

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

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

(ii) Record and deliver the Deed to Buyer;

(iii) Deliver to Seller, or as Seller may instruct, the Purchase Price, less any amount necessary to satisfy any liens, bond demands, delinquent taxes, and Seller's share of expenses and prorations under Article 6;

(iv) Issue the Title Policy to Buyer, if requested to do so by Buyer; and

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

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

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

(1) Buyer has received Seller's documents in accordance with Section 5.4, and

(2) Buyer is in a position to record the Deed conveying the Access Easement to Buyer; subject only to the Accepted Conditions of Title, obtain the Title Policy (if Buyer elects to do so), and deliver to the appropriate party any other documents, instruments, and sums required by this Agreement.

(ii) Buyer shall provide Seller with a recordation conformed copy of the recorded Deed.

### **5.8 Possession and Use**

The right of possession and use of the Easement Area by Buyer and/or its designees shall commence on the date Buyer's contractor first enters the Easement Area to commence using it for ingress to and egress from the Project (the "**Possession Date**"), which may occur before the Closing Date. The Purchase Price includes but is not limited to full payment for such possession and use, including interest and damages if any from such date, notwithstanding any other provision of this Agreement. Buyer shall provide Seller with at least thirty (30) days' advance written notice of the Possession Date.

## **6. EXPENSES; PRORATIONS**

### **6.1 Buyer's Expenses**

Buyer shall pay all escrow fees and title insurance charges, if any.

### **6.2 Seller's Expenses**

Seller shall pay all costs incurred in connection with the prepayment or satisfaction of any loan, bond or other indebtedness secured in whole or part by any portion of the Easement Area including, without limitation, any prepayment or delinquency fees, penalties, or charges. Seller shall also pay at the Closing any delinquent taxes that may have become a lien against Seller's Property.

### **6.3 Other Expenses**

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

## **7. REPRESENTATIONS AND WARRANTIES**

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

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



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

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

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

(e) **No Impediments to Use.** Seller knows of no facts nor has Seller failed to disclose any fact that would prevent Buyer from using the Access Easement after Closing in the normal manner in which it is intended.

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

(g) **No Known Hazardous Materials.** To the best of Seller's knowledge, there has been no release and there is no threatened release of any Hazardous Material in, on, under or about Seller's Property. As used herein, "Hazardous Material" shall mean any material that, because of its quantity, concentration, or physical or chemical characteristics, is deemed by any federal, state, or local governmental authority to pose a present or potential hazard to human health or safety or to the environment. "Release" or "threatened release" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or inside any of the improvements, or in, on, under, or about the Easement Area.

## 8. RISK OF LOSS

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

**9. MAINTENANCE; CONSENT TO NEW CONTRACTS**

**9.1 Maintenance of the Easement Area**

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

**9.2 Contracts Affecting the Easement Area**

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

**10. DISMISSAL OF EMINENT DOMAIN ACTION**

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

**11. GENERAL PROVISIONS**

**11.1 Notices**

Any notice, consent, or approval required or permitted to be given under this Agreement shall be in writing and shall be given by (i) hand delivery, against receipt, (ii) reliable next-business-day courier service that provides confirmation of delivery, or (iii) United States registered or certified mail, postage prepaid, return receipt required, and addressed as follows (or to such other address as either party may from time to time specify in writing to the other upon ten (10) days prior, written notice in the manner provided above):

**If to City:**

To:

San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 10th Floor  
San Francisco, California 94102  
Attention: Brian Morelli

Email Address: bmorelli@sfwater.org

with a copy to:

San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 9th Floor  
San Francisco, California 94102  
Attention: Bessie Tam

Email Address: btam@sfwater.org

and:

Carolyn Johnson Stein  
Deputy City Attorney  
Office of the City Attorney  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4682

Email Address: carolyn.stein@sfgov.org

**If to Seller:**

To:

2525 Marin LP  
Attn: Mike Casassa  
2525 Marin Street  
San Francisco, CA 94015  
Fax: (415) 824-3706

Email Address: mcasassa@beronio.com

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

**11.2 Brokers and Finders**

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

**11.3 Successors and Assigns**

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

**11.4 Amendments; Waivers**

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

### **11.5 Continuation and Survival of Representations and Warranties**

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

### **11.6 Governing Law**

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

### **11.7 Merger of Prior Agreements; No Inducement**

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

### **11.8 Parties and Their Agents; Approvals**

The term "Seller" as used in this Agreement shall include the plural as well as the singular. If there is more than one (1) Seller, then the obligations under this Agreement imposed on Seller shall be joint and several. As used herein, the term "Agents" when used with respect to either party shall include the agents, employees, officers, contractors, and representatives of such party. Subject to applicable law, all approvals, consents, or other determinations permitted or required by Buyer under this Agreement shall be made by or through the General Manager of Buyer's Public Utilities Commission or the Buyer's Director of Property, unless otherwise provided herein.

### **11.9 Interpretation of Agreement**

The article, section, and other headings of this Agreement and the table of contents are for convenience of reference only and shall not affect the meaning or interpretation of any provision contained herein. Whenever the context so requires, the use of the singular shall be deemed to include the plural and vice versa, and each gender reference shall be deemed to include the other and the neuter. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein. In addition, each party has been represented or had the opportunity to be represented by experienced and

knowledgeable legal counsel. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purposes of the parties and this Agreement.

#### **11.10 Attorneys' Fees**

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

#### **11.11 Severability**

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

#### **11.12 Sunshine Ordinance**

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

#### **11.13 Conflicts of Interest**

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

#### **11.14 Notification of Limitations on Contributions**

Through its execution of this Agreement, Seller acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the selling or leasing any land or building to or from the City whenever such transaction would require approval by a City elective officer or the board on which that elective officer serves, or a board on which an appointee of that individual serves, from making any campaign contribution to (1) the City elective officer, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual or candidate, at

any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Seller 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. Seller further acknowledges that the prohibition on contributions applies to Seller; each member of Seller's board of directors, and Seller's chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than twenty percent (20%) in Seller; any subcontractor listed in the contract; and any committee that is sponsored or controlled by Seller. Additionally, Seller acknowledges that Seller must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Seller further agrees to provide to City the names of each person, entity or committee described above.

#### **11.15 Non-Liability of City Officials, Employees and Agents**

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

#### **11.16 Counterparts**

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

#### **11.17 Effective Date**

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

#### **11.18 Release of Claims**

Seller, for itself, its agents, heirs, assigns, successors in interest, and any related or affiliated entities, hereby fully releases and discharges Buyer, its agents, employees, officers, directors, divisions, attorneys, accountants, insurers, successors, and other representatives, and any and all related or affiliated private or public agencies or entities, from any and all causes of action, actions, judgments, liens, indebtedness, obligations, losses, claims, damages, expenses, liabilities, and demands, including, without limitation, any claim arising out of or pertaining, directly or indirectly, to the acquisition or use of the property interest described in this Agreement and/or the construction of any improvements thereon, including without limitation, inverse condemnation, nuisance, severance damages, relocation benefits, reestablishment benefits, the cost or value of any equipment or fixtures, attorneys' fees and costs, loss of goodwill, construction-related dust, noise, traffic, and other related construction activity, and lost rentals or business associated with construction of any improvements, and any other types of related losses or damages.

Seller acknowledges that it may hereafter discover facts or law different from, or in addition to that which it now believes to be true with respect to his/her release of claims as set forth in this Agreement, and understands that by executing this Agreement it is waiving any rights of claims for any other or future benefits or damages to which it might be entitled which

are not specifically exempted herein. In giving this release, Seller expressly waives the protection of Civil Code Section 1542, which statute provides as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

If this Agreement is terminated this Section 11.18 shall have no force or effect.

#### **11.19 Cooperative Drafting**

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

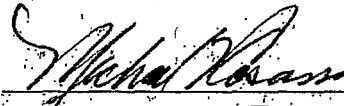
NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, SELLER ACKNOWLEDGES AND AGREES THAT NO OFFICER OR EMPLOYEE OF BUYER HAS AUTHORITY TO COMMIT BUYER TO THIS AGREEMENT UNLESS AND UNTIL APPROPRIATE LEGISLATION OF BUYER'S PUBLIC UTILITIES COMMISSION (AND, IF REQUIRED BY BUYER'S CHARTER,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

*[Signatures on next page]*

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

SELLER:

2525 MARIN LP, a Delaware limited partnership

By:   
Printed name & Title: RESIDENT  
Date: 12/9/2015

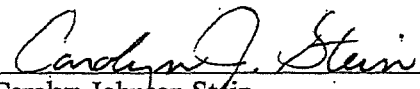
BUYER:

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: JOHN UPDIKE  
Director of Property  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By:   
Carolyn Johnson Stein,  
Deputy City Attorney



ESCROW HOLDER'S ACKNOWLEDGMENT

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

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

ESCROW HOLDER:

CHICAGO TITLE COMPANY

By: \_\_\_\_\_  
[signature]

Name: \_\_\_\_\_  
[print name]

Its: \_\_\_\_\_

Date: \_\_\_\_\_

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

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**EXHIBIT A**  
**TO**  
**AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE**  
**EASEMENT DEED FOR PERMANENT UNDERGROUND SEWER EASEMENT WITH**  
**ATTACHED LEGAL DESCRIPTION AND DEPICTION OF EASEMENT AREA**

*[See following page]*

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

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

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

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

EASEMENT DEED  
(Access Easement)

(Portion of Assessor's Parcel No. 4343-001D)

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, 2525 Marin LP; a Delaware limited partnership ("**Grantor**"), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**Grantee**"), a permanent, nonexclusive easement for access purposes as further described below (the "**Easement**") over, across, along, and upon Grantor's real property in the City and County of San Francisco, California, as more particularly described in the attached **Exhibit 1**. The specific location of the portion of Grantor's real property that is subject to the Easement is described in attached **Exhibit 2** (the "**Easement Area**").

**1. Nature of Easement.** The Easement includes the right to improve, inspect, maintain, repair, operate, and use a driveway for personnel and vehicles, approximately twenty five feet (25') in width (the "**Driveway**"). The Easement includes the right to modify, remove, or replace the Driveway, provided that Grantee obtains Grantor's approval of the proposed modification, removal, and/or replacement, which approval shall not be unreasonably withheld, conditioned, or delayed. Grantee may temporarily use Grantor's land adjacent to the Driveway, but only to the extent reasonably necessary to perform a permitted inspection, maintenance, repair, modification or replacement of the Driveway and provided that Grantee leaves such land in the same or better condition than before Grantee's use. In an emergency, Grantee may, but shall not be obligated to, make such modifications as are reasonably necessary under the circumstances to preserve or restore the safe use of the Easement, without Grantor's prior approval, provided that Grantee shall give Grantor such notice of the modifications as is reasonable under the circumstances, which may be retroactively. The Easement also includes the right to conduct road grading, clearing of culverts, and vegetation management and the right to do such other things as are necessary for the full enjoyment and accomplishment of the purposes of the Easement. Grantee's rights under this Deed may be exercised by Grantee's agents, contractors, subcontractors, suppliers, consultants, employees, licensees, invitees, or representatives, or by other authorized persons acting for or on behalf of Grantee (collectively, "**Agents**").

**2. Maintenance.** Grantee shall be responsible, at its expense, to repair and maintain the Driveway only as to wear and tear caused by the proportionate use of the Driveway by Grantee and its Agents, and not wear and tear caused by use of the Driveway by others.

**3. Notices.** Any notice, consent, or approval required or permitted to be given under this Easement Deed shall be in writing and shall be given by (i) hand delivery, against receipt,

(ii) reliable next-business-day courier service that provides confirmation of delivery, or  
(iii) United States registered or certified mail, postage prepaid, return receipt required, and  
addressed as follows (or to such other address as either party may from time to time specify in  
writing to the other upon ten (10) days prior written notice in the manner provided above):

Grantee:

To: San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 10<sup>th</sup> Floor  
San Francisco, California 94102  
Attention: Brian Morelli

Email Address: bmorelli@sfgwater.org

With a copy to:

Carolyn Johnson Stein  
Deputy City Attorney  
Office of the City Attorney  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4682

Email Address: carolyn.stein@sfgov.org

and

San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 9th Floor  
San Francisco, California 94102  
Attention: Bessie Tam

Email Address: btam@sfgwater.org

Grantor:

To: 2525 Marin LP  
Attn: Mike Casassa  
2525 Marin Street  
San Francisco, CA 94015  
Fax: (415) 824-3706

Email Address: mcasassa@beronio.com

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

**4. Run with the Land.** The provisions of this Easement Deed shall run with the land, burden the Easement Area, and bind and inure to the benefit of the respective successors

and assigns of Grantee and Grantor. In the event Grantor sells, conveys, or assigns any property interest encumbered by the Agreement, Grantor shall notify the successor or assignee of the rights and obligations of both parties as stated herein.

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

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

*[Remainder of page intentionally left blank.]*

Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**GRANTOR:**

**2525 Marin LP**, a Delaware limited partnership

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_ 2015

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_ 2015

**ACCEPTED:**

**CITY AND COUNTY OF SAN FRANCISCO**,  
a municipal corporation

By: \_\_\_\_\_  
John Updike  
Director of Property

PUC Resolution: \_\_\_\_\_

Dated: \_\_\_\_\_

**APPROVED AS TO FORM:**

**DENNIS J. HERRERA**, City Attorney

By: \_\_\_\_\_  
Carolyn Stein, 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            )  
  )  
County of \_\_\_\_\_        )

SS

On \_\_\_\_\_, before me, \_\_\_\_\_, a notary public in and for said State, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct. Witness my hand and official seal.

Signature \_\_\_\_\_ (Seal)

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

State of California            )  
  )  
County of \_\_\_\_\_        )

SS

On \_\_\_\_\_, before me, \_\_\_\_\_, a notary public in and for said State, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct. Witness my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**EXHIBIT 1**

**Description of Grantor's Property**

That real property situate in the City and County of San Francisco, State of California, being Lot 1D in Assessor's Block 4343, as more particularly described in that Grant Deed dated May 27, 2004, recorded June 11, 2004, as Document 2004-H740864, in the Office of the San Francisco Assessor-Recorder, executed by Roland E. Casassa and Louise E. Casassa, as Trustees under Revocable Trust Agreement for the benefit of Roland E. Casassa and Louise E. Casassa, Trustors, dated July 10, 1990, as amended, and 2525 Marin LLC, a Delaware limited liability company, as grantors, in favor of 2525 Marin LP, a Delaware Limited Partnership.



August 31, 2015

Exhibit 2  
Description of Easement Area

A portion of that certain real property situate in the City and County of San Francisco, State of California, being Lot 1D in Assessor's Block 4343, more particularly described as follows:

**Beginning** at the northeasterly corner of the Lands of 2525 Marin LP as described in that certain Finding and Judgement, filed in San Francisco Superior Court Case No. 42671, recorded April 26, 1950 in Book 5431 of Official Records, Page 167, Official Records of the City and County of San Francisco;

thence westerly along the southerly line of Marin Street and the easterly projection thereof, 180.00 feet to a point at the intersection of the southerly line of Marin Street and the westerly line of Kansas Street projected southerly;

thence southerly 25.00 feet on the westerly line of Kansas Street projected southerly;

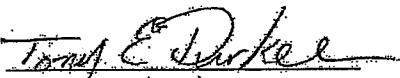
thence 180.00 feet easterly parallel with and 25 feet southerly of said southerly line of Marin Street and the easterly projection thereof to the easterly line of said Lands of Beronio Company;

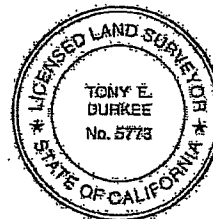
thence northerly 25.00 feet along said easterly line of said Lands of Beronio Company to the Point of **Beginning**.

Containing 4,500 square feet, more or less.

A plat showing the above-described parcel is attached herein and made a part hereof on page 2.

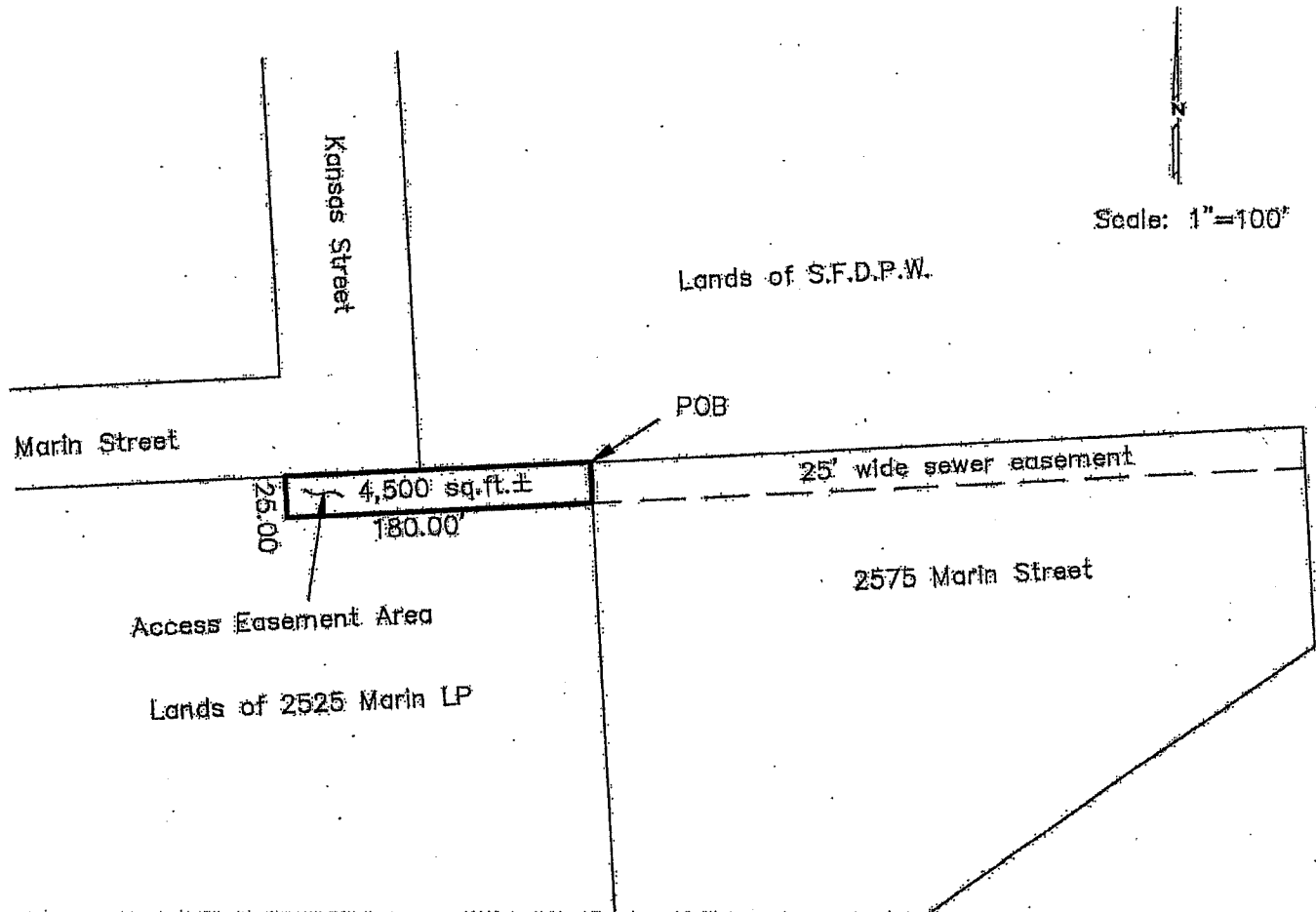
This description was prepared by me or under my direction in conformance with the Professional Land Surveyors' Act.

  
Tony E. Durkee, PLS5773  
HXP 06/30/2016



END OF DESCRIPTION

EXHIBIT 2.



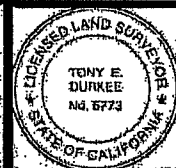
City and County of San Francisco  
Public Utilities Commission  
Real Estate Services

Access Easement to  
2575 Marin Street

Page 2 of 2

City and County of San Francisco  
State of California

2575 Marin Access.dwg  
8/31/2015

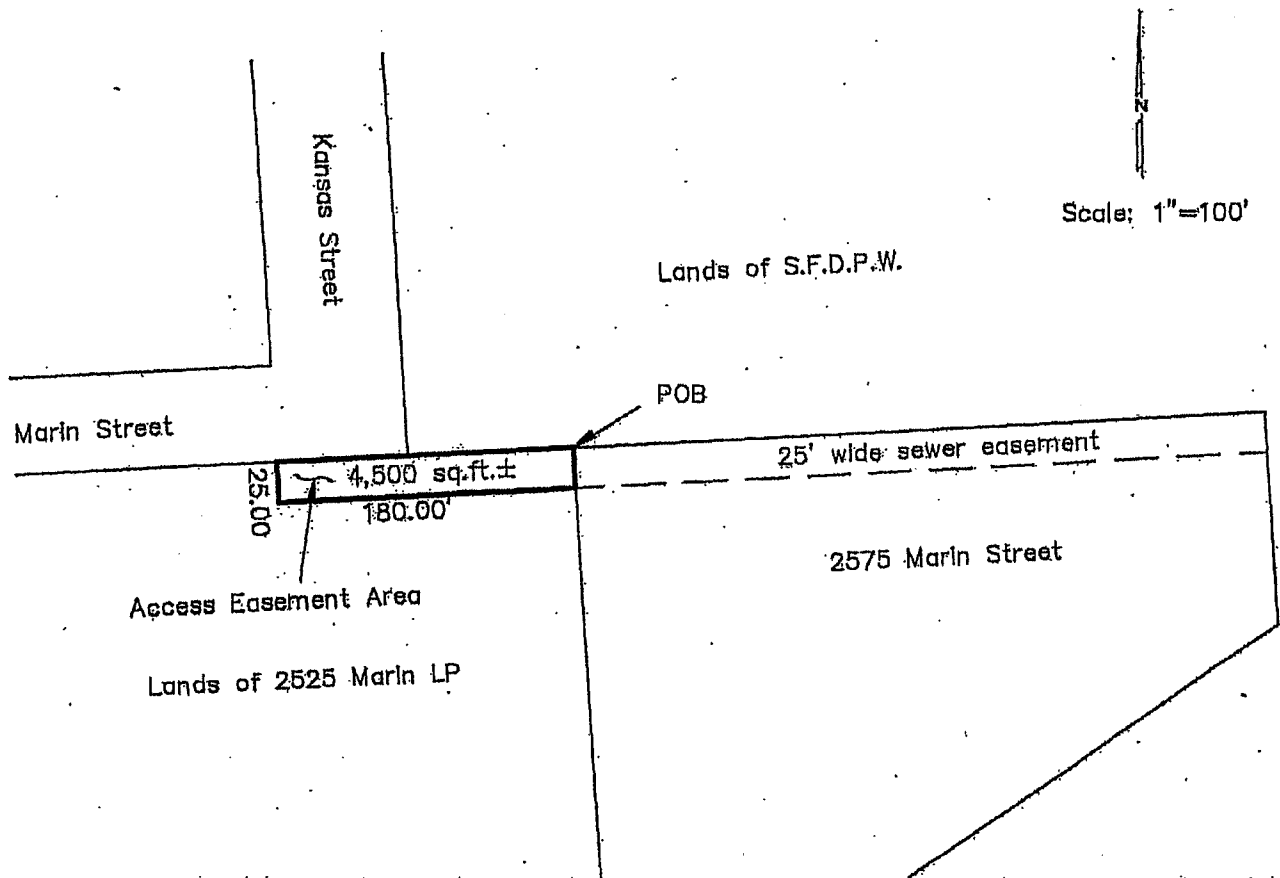


**EXHIBIT B**  
**TO**  
**AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE**  
**DEPICTION OF EASEMENT AREA FOR**  
**PERMANENT ACCESS EASEMENT**

*[See following page]*

3694

# EXHIBIT B



City and County of San Francisco  
 Public Utilities Commission  
 Real Estate Services

Access Easement to  
 2575 Marin Street

City and County of San Francisco  
 State of California  
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**EXHIBIT C**

**TO**

**AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE  
PRELIMINARY TITLE REPORT**

**[See following page]**



# CHICAGO TITLE COMPANY

## PRELIMINARY REPORT

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

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

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

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

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

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

Chicago Title Insurance Company

By:

\_\_\_\_\_  
President

Attest:

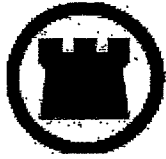
\_\_\_\_\_  
Secretary

Countersigned By:

\_\_\_\_\_  
Authorized Officer or Agent



Visit Us on our Website: [www.ctic.com](http://www.ctic.com)



# CHICAGO TITLE COMPANY

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

**FOR SETTLEMENT INQUIRIES, CONTACT:**

Chicago Title Company  
455 Market Street, Suite 2100 • San Francisco, CA 94105  
415-788-0871 • FAX 415-896-9423

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

## PRELIMINARY REPORT

Title Officer: Jeff Martin  
Title No.: FWPN-TO15001248-JM

Escrow Officer: Terry Duwel  
E-Mail: [terry.duwel@ctt.com](mailto:terry.duwel@ctt.com)  
Escrow No.: 160350982

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

**PROPERTY ADDRESS(ES):** 2525 Marin Street, San Francisco, CA

**EFFECTIVE DATE:** August 25, 2015 at 07:30 AM

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

CLTA Standard Coverage Policy 1990 (04-08-14)

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

A Fee

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

2525 Marin LP, a Delaware Limited Partnership

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

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

**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): Lot 001D, Block 4343**

---

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

BEGINNING at 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 Army Street, as widened; running thence South 2° 50' 10" East, at a right angle to said line of Marin Street, 92.74 feet; thence on a curve to the left, with a radius of 480 feet, the tangent of which bears South 2° 50' 10" East at its point of beginning, 105.73 feet; thence on a curve to the left, with a radius of 273 feet, the tangent of which bears South 15° 27' 23" at its point of beginning, 430.85 feet to a point referred to as "Point No. 4" in the description of "Parcel 8" in that certain deed from Ocean Shore Railroad Company to Western Pacific Railroad Company, dated December 27, 1921 and 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, 15.127 feet, more or less, to a point perpendicularly distant 420 feet Westerly from the center line of De Haro Street, produced Southerly; thence Northerly, parallel with the center line of De Haro Street, produced, 395.52 feet to a point perpendicularly distant 424 feet Southerly from the Southerly line of Army Street, as widened, which last point is also located on the Southerly line of Marin Street, produced Easterly; thence Westerly, along the Southerly line of Marin Street, 353 feet to the point of beginning.



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

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2015-2016.
2. Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.
3. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
4. The herein described property lies within the boundaries of a Mello Roos Community Facilities District ("CFD"), as follows:

CFD No: 90 1  
For: School Facility Repair and Maintenance

This property, along with all other parcels in the CFD, is liable for an annual special tax. This special tax is included with and payable with the general property taxes of the City and County of San Francisco. The tax may not be prepaid.

Further information may be obtained by contacting:

Chief Financial Officer  
San Francisco Unified School District  
135 Van Ness Ave. - Room 300  
San Francisco, CA 94102  
Phone (415) 241-6542

5. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.  
Granted to: The City and County of San Francisco  
Purpose: Sanitary Sewer  
Recorded: February 11, 1915, Instrument No. P 24445, Book 830, Page 333, of Deeds  
Affects: Northerly 25 feet of the Easterly 220 feet
6. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.  
Granted to: Bass-Hueter Paint Company, a corporation  
Purpose: Ingress and Egress  
Recorded: June 12, 1924, Instrument No. Y 69860, Book 913, Page 70, of Official Records  
Affects: Northerly 25 feet of the Easterly 220 feet

**EXCEPTIONS**  
(continued)

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

Granted to: Western Pacific Railroad Company, a California corporation  
Purpose: Railway spur track  
Recorded: August 5, 1926, Instrument No. B 7392, Book 1325, Page 162, of Official Records  
Affects: Northerly 11 feet of the Westerly 120 feet of the Easterly 340 feet

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

Granted to: Pacific Gas and Electric Company  
Purpose: Public Utilities  
Recorded: July 10, 1929, Instrument No. E 1783, Book 1883, Page 159, of Official Records  
Affects: Northerly 5 feet of the Easterly 140 feet

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

Granted to: National Lead Company, a New Jersey corporation  
Purpose: Ingress and Egress and Public Utilities  
Recorded: June 24, 1947, Instrument No. V 87691, Book 4624, Page 289, of Official Records  
Affects: Northerly 5 feet of the Easterly 140 feet

10. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document;

In favor of: Pacific Gas and Electric Company  
Purpose: Anchor and support for electrical distribution and transmission lines located in Marin Street  
Recorded: April 26, 1950, Instrument No. Y 66501, Book 5431, Page 167, of Official Records  
Affects: A point perpendicularly distant 36 feet Southerly from the Southerly line of Marin Street and also perpendicularly distant 66 Westerly from the Easterly line of Kansas Street, produced Southerly with two guy wires extending from said point to poles on Marin Street

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

Entitled: Agreement and Acknowledgment of Security Interest  
Lessor: 2525 Marin LP, a Delaware Limited Partnership  
Lessee: Beronio Lumber Company  
Recording Date: January 26, 2007  
Recording No.: 2007-I327312-00, Reel J315, Image 0489, of Official Records

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

12. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

**EXCEPTIONS**  
(continued)

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

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

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

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

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

Name: 2525 Marin LP, a Delaware Limited Partnership

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

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

16. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: 2525 Marin LLC, a Delaware limited liability company, General Partner

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company that it was validly formed, is in good standing and authorized to do business in the state of origin.
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

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

**EXCEPTIONS**  
(continued)

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

Party(ies): 2525 Marin LP, a Delaware Limited Partnership

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

**END OF EXCEPTIONS**

**NOTES**

**Note 1.** Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land a Commercial Property, known as 2525 Marin Street, San Francisco, CA, to an Extended Coverage Loan Policy.

**Note 2.** Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:  
  
No names were furnished with the application. Please provide the name(s) of the buyers as soon as possible.

**Note 3.** Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Tax ID No.:	Lot 001D, Block 4343
Fiscal Year:	2014-2015
1st Installment:	\$4,313.27
2nd Installment:	\$4,313.27
Land:	\$666,664.00
Improvements:	\$39,148.00
Code Area:	1018
Bill No.:	144608

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

**Note 5.** There is no recorded Certificate of Energy and/or Water Compliance for the property described herein.

**Note 6.** Effective December 17, 2010, as mandated through local ordinance, the transfer tax rates are as follows:

More than \$100 but Less than or Equal to \$250,000 at \$2.50 for each \$500 (\$5.00 per thousand)  
More than \$250,000 but Less than \$1,000,000 at \$3.40 for each \$500 (\$6.80 per thousand)  
\$1,000,000 or More but Less than \$5,000,000 at \$3.75 for each \$500 (\$7.50 per thousand)  
\$5,000,000 or More but Less than \$10,000,000 at \$10.00 for each \$500 (\$20.00 per thousand)  
\$10,000,000.00 or More at \$12.50 for each \$500 or portion thereof (\$25.00 per thousand)

NOTE: These rates are for documents recorded on or after December 17, 2010, regardless of when the instrument was executed.

**Note 7.** Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the seller/borrower must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

**NOTES**  
(continued)

**Note 8. \*\*\*IMPORTANT RECORDING NOTE\*\*\***

Please send all original documents for Chicago Title San Francisco County for recordings to the following office:

Pasion Recording Service  
1390 Market Street #303  
San Francisco, CA. 94102  
Attn: Recording Desk/Sean Murphy  
Phone: (415) 528-5768  
Fax: (415) 552-2373

Please direct all other title communication and copies of documents, including recording release instructions, policy write-up instructions and settlement statements, to the Title Only Department at the issuing office.

**Note 9.** If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.

**Note 10.** Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.

**END OF NOTES**

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

Order No.: FWPN-TO15001248-

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

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

**How Information is Collected**

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

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

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

**Additional Ways Information is Collected Through the Website**

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

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

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

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

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

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

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

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

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

**Use of Personal Information**

Information collected by FNF is used for three main purposes:

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

#### **When Information Is Disclosed By FNF**

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

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

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

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

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

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

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

#### **Information From Children**

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

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

#### **Privacy Outside the Website**

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

#### **European Union Users**

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

#### **Choices With Your Personal Information**

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

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

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



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

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

#### **Access and Correction**

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

#### **Your California Privacy Rights**

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

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

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

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

#### **FNF Compliance with California Online Privacy Protection Act**

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

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

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

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

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

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

#### **No Representations or Warranties**

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

#### **Your Consent To This Privacy Notice**

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

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

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

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EFFECTIVE AS OF: MAY 1, 2015

## ATTACHMENT ONE

### CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990

#### EXCLUSIONS FROM COVERAGE

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

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

#### EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

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

**ATTACHMENT ONE  
(CONTINUED)**

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

**EXCLUSIONS**

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

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

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.

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

**ATTACHMENT ONE  
(CONTINUED)**

**LIMITATIONS ON COVERED RISKS**

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

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

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

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

**ATTACHMENT ONE  
(CONTINUED)**

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

**EXCLUSIONS**

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

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
  - land use
  - improvements on the land
  - land division
  - environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at policy date.  
This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
  - a notice of exercising the right appears in the public records on the Policy Date
  - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowledge of the taking
3. Title Risks:
  - that are created, allowed, or agreed to by you
  - that are known to you, but not to us, on the Policy Date-unless they appeared in the public records
  - that result in no loss to you
  - that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
  - to any land outside the area specifically described and referred to in Item 3 of Schedule A

or

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

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

**ATTACHMENT ONE  
(CONTINUED)**

**2006 ALTA LOAN POLICY (06-17-06)**

**EXCLUSIONS FROM COVERAGE**

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

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

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

**EXCEPTIONS FROM COVERAGE**

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

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

**ATTACHMENT ONE  
(CONTINUED)**

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

**EXCLUSIONS FROM COVERAGE**

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

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

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

**EXCEPTIONS FROM COVERAGE**

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

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

**ATTACHMENT ONE  
(CONTINUED)**

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

**EXCLUSIONS FROM COVERAGE**

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

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



## Notice of Available Discounts

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

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

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

### FNF Underwritten Title Companies

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

### Underwritten by FNF Underwriters

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

### Available Discounts

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

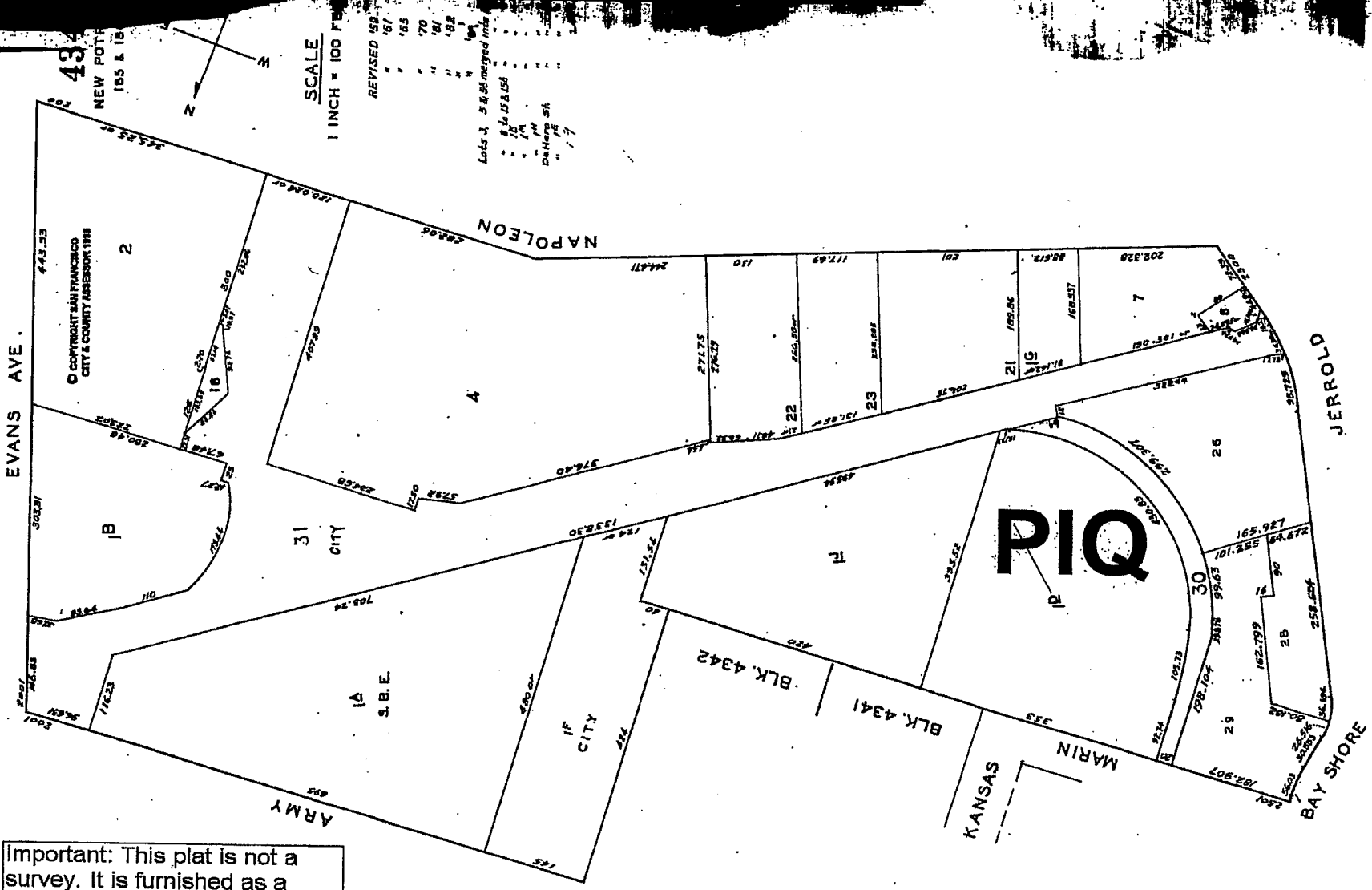
Where no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within twelve (12) to thirty-six (36) months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge.

#### **DISASTER LOANS (CTIC, CLTIC, FNTIC)**

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

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

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



437

NEW POTR  
185 & 18

SCALE  
1 INCH = 100 FEET

REVISED 19-  
 " 67  
 " 65  
 " 70  
 " 81  
 " 82  
 " 84

Lots 1, 5 & 5B merged into  
 - 8 to 15 & 15B  
 - 16  
 - 17  
 DeHans St  
 " 18  
 " 19

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

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## PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 15-0111

WHEREAS, The San Francisco Public Utilities Commission (SFPUC) staff have developed a project description for Project No. CWWSIPCSSR03, Kansas and Marin Streets Sewer System Improvement (Project); and

WHEREAS, The objective of the Project is to increase the wet-weather conveyance for combined sewer flows for the Cesar Chavez Street area in the Islais Creek Drainage Basin; and

WHEREAS, On April 21, 2015, the Planning Department determined that the Project is exempt from the California Environmental Quality Act (CEQA) as a Class 1 (Existing Facilities) and Class 3 (New Construction or Conversion of Small Structures) categorical exemption under CEQA Guidelines Sections 15301 and 15303; and

WHEREAS, SFPUC staff will comply with Government Code Section 7260 et seq. statutory procedures for possible acquisition of real property interests in Assessor's Parcel 001J in Assessor Block 4343, owned by 2479 Marin Street, LLC, a California limited liability company, and in Assessor's Parcel 001D in Block 4343, owned by Beronio Lumber Inc., a California corporation; and

WHEREAS, The construction staging and access activities on Assessor's Parcel 031 in Assessor's Block No. 4343, owned by City, will displace some tenants on that parcel and may temporarily eliminate some parking spaces used by Department of Public Works (SFPDW); now therefore, be it

RESOLVED, That this Commission hereby approves Project Number CWWSIPCSSR03, Kansas and Marin Streets Sewer System Improvement, and authorizes staff to proceed with actions necessary to implement the Project; and be it

FURTHER RESOLVED, That this Commission hereby authorizes the SFPUC General Manager to undertake the process, in compliance with California Government Code Section 7260 et seq., with the San Francisco Charter and all applicable laws, for possible acquisition, for a combined purchase price estimated not to exceed \$1,000,000, of temporary and permanent interests in real property in Assessor's Parcel 001J in Assessor's Block 4343, owned by 2479 Marin Street, LLC, and in Assessor's Parcel 001D in Block 4343, owned by Beronio Lumber Inc., a California Corporation, and to work with the Director of Real Estate to seek Board of Supervisors' approval, to the extent required by the Charter, and upon receipt of any required approval, to accept and execute final agreements, and any other related documents necessary to consummate the transactions contemplated therein, in such form, approved by the City Attorney; and be it

FURTHER RESOLVED, That this Commission authorizes the General Manager to undertake the process, in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 49 CFR Part 24, and all applicable laws, to provide relocation assistance and relocation benefits to qualified City tenants who may be displaced by the

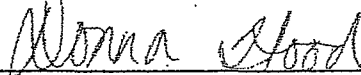
construction access and staging activities on Assessor's Parcel 031 in Assessor's Block No. 4343, owned by City; and be it

FURTHER RESOLVED, That this Commission authorizes the General Manager to negotiate and enter into a Memorandum of Understanding (MOU) with SFDPW to address the Project's temporary use of portions of Assessor's Parcel 031 in Assessor's Block No. 4343; and be it

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

FURTHER RESOLVED, That this Commission authorizes the General Manager to enter into any subsequent additions, amendments or other modifications to the real property acquisition agreements and related documents and the SFDPW MOU, as described herein, that the General Manager, in consultation with the Real Estate Director and the City Attorney, determines are in the best interests of the SFPUC and the City, do not materially decrease the benefits to the SFPUC or the City, and do not materially increase the obligations or liabilities of the SFPUC or the City, such determination to be conclusively evidenced by the execution and delivery of any such additions, amendments, or other modifications.

*I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of May 12, 2015.*



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Secretary, Public Utilities Commission



# SAN FRANCISCO PLANNING DEPARTMENT

## General Plan Referral

*Date:* September 8, 2015

*Case* 2015-010965GPR

*Block/Lot No.:* Block 4343 Lots 001D, 001J, and 031

*Project Sponsor:* John Updike  
Real Estate Division  
City and County of San Francisco  
25 Van Ness Avenue, Suite 400  
San Francisco, CA 94102

*Staff Contact:* Steve Wertheim – (415) 558-6612  
[steve.wertheim@sfgov.org](mailto:steve.wertheim@sfgov.org)

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


Reception:  
415.558.6378

Fax:  
415.558.6409

Planning  
Information:  
415.558.6377

*Recommendation:* Finding the proposed actions associated with the installation of new sewer pipes and the acquisition of a easements to construct and service those pipes, on balance, in conformity with the General Plan.

*Recommended  
By:*

  
John Rahaim, Director of Planning

### PROJECT DESCRIPTION

The City and County of San Francisco ("the City") is proposing to install approximately 350 feet of 102-inch diameter auxiliary sewer pipeline and affiliated structures, as well as a temporary construction easement, a permanent access easement, and a permanent sewer easement on the affected parcels.

### ENVIRONMENTAL REVIEW

Categorically exempt under Class 3, new construction, issued 4/21/15, Planning Case No. 2015-005036ENV.

**GENERAL PLAN COMPLIANCE AND BASIS FOR RECOMMENDATION**

The proposed actions, including installation of the auxiliary sewer pipeline and acquisition of a temporary easement for its construction and maintenance are, on balance, **in conformity** with the General Plan, as described in the body of this Report.

Note: General Plan Objectives are shown in **BOLD UPPER CASE** font; Policies are in **Bold** font; staff comments are in *italic* font.

**COMMUNITY SAFETY ELEMENT****OBJECTIVE 1**

**REDUCE STRUCTURAL AND NONSTRUCTURAL HAZARDS TO LIFE SAFETY AND MINIMIZE PROPERTY DAMAGE RESULTING FROM FUTURE DISASTERS.**

**POLICY 1.10**

**Examine the risk of flooding due to climate change related effects, such as storm surges, changes in precipitation patterns, and sea level rise as well as adaptation actions that will reduce population, built environment, and ecosystem vulnerability due to these threats.**

**POLICY 1.13**

**Reduce the risks presented by the City's most vulnerable structures, particularly privately owned buildings and provide assistance to reduce those risks.**

**POLICY 1.18**

**Identify and replace vulnerable infrastructure and critical service lifelines in high-risk areas.**

*Comment: The proposed project is part of the San Francisco Public Utility Commission's (SFPUC's) Sewer System Improvement Program (SSIP). The SSIP aims to upgrade San Francisco's aging sewer system over a 20-year period. As such, this project recognizes and helps mitigate those concerns identified in the policies above.*

**PROPOSITION M FINDINGS – PLANNING CODE SECTION 101.1**

Planning Code Section 101.1 establishes Eight Priority Policies and requires review of discretionary approvals and permits for consistency with said policies. The proposed improvements to the Daggett Street right-of-way are found to be consistent with the Eight Priority Policies as set forth in Planning Code Section 101.1 for the following reasons:

1. That existing neighborhood-serving retail uses be preserved and enhanced and future opportunities for resident employment in and ownership of such businesses enhanced;

*The project would have no adverse impacts on neighborhood-serving retail uses or opportunities for employment in or ownership of such businesses.*

2. That existing housing and neighborhood character be conserved and protected in order to preserve the cultural and economic diversity of our neighborhoods;

*The project would have no adverse effect on the City's housing stock or neighborhood character.*

3. That the City's supply of affordable housing be preserved and enhanced;

*The project would have no adverse effect on the City's supply of affordable housing.*

4. That commuter traffic not impede MUNI transit service or overburden our streets or neighborhood parking;

*The project would not impede MUNI transit service or overburden streets or neighborhood parking.*

5. That a diverse economic base be maintained by protecting our industrial and service sectors from displacement due to commercial office development, and that future opportunities for resident employment and ownership in these sectors be enhanced;

*The project would not adversely affect our industrial and service sectors or future opportunities for resident employment and ownership in these sectors.*

6. That the City achieve the greatest possible preparedness to protect against injury and loss of life in an earthquake;

*The easements are necessary for the SF Public Utility Commission's (SFPUC's) Sewer System Improvement Program (SSIP). The SSIP aims to upgrade San Francisco's aging sewer system over a 20-year period. The project will positively improve preparedness against injury and loss of life in an earthquake and would comply with applicable safety standards.*

7. That the landmarks and historic buildings be preserved;

*The project would have no effect on preservation of the City's landmarks or historic buildings. The property on Block 4343 Lot 001J does not appear eligible for listing in the National Register of Historic Places, the California Register of Historic Places, or local designation, because it lacks historic significance and integrity according to an evaluation conducted by JRO Historic Consulting.*

8. That our parks and open space and their access to sunlight and vistas be protected from development;

*The project would have no adverse effect on parks and open space or their access to sunlight or vistas.*

**RECOMMENDATION:**

Finding the installation of the auxiliary sewer pipeline and acquisition of a temporary easement for its construction and maintenance, on balance, in-conformity with the General Plan





# San Francisco Water Power Sewer

Services of the San Francisco Public Utilities Commission

525 Golden Gate Avenue, 10th Floor  
San Francisco, CA 94102  
T 415.487.5226

May 10, 2016

2525 Marin LP  
Easement Acquisition

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

Dear Board Members:

Enclosed for your consideration is a Resolution authorizing an agreement for acquisition of real estate between the City and County of San Francisco on behalf of the San Francisco Public Utilities Commission (SFPUC) and 2525 Marin LP, a Delaware limited partnership, to acquire one permanent access easement for Thirteen Thousand Five Hundred Dollars (\$13,500.00). The acquisition is necessary to facility the SFPUC's Kansas and Marin Street Sewer Improvement Project. Through this proposed legislation, we are asking that the Board of Supervisors:

1. Approve and authorize the acquisition of the easement;
2. Adopts and incorporates findings that the conveyance of the easement is consistent with the City's General Plan and eight priority policies of City Planning Code Section 101.1 per the General Plan referral findings dated September 8, 2015;
3. Approve the Sale Agreement and authorize the Director of Property and/or SFPUC General Manager to execute documents, make certain modifications, and take certain actions in furtherance of the resolution.

Should you have any questions or need additional information, do not hesitate to call Brian Morelli at 415-554-1545 of the SFPUC or Marta Bayol of the Real Estate Division.

Respectfully,

Harlan L. Kelly Jr.  
PUC General Manager

cc: Naomi Kelly, City Administrator  
w/ Resolution;  
Brian Morelli, SFPUC

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
2016 MAY 16 AM 10:48  
BY

Edwin M. Lee  
Mayor

Francesca Viotor  
President

Anson Moran  
Vice President

Ann Moller Caen  
Commissioner

Vince Courtney  
Commissioner

Ike Kwon  
Commissioner

Harlan L. Kelly, Jr.  
General Manager



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

<b>City Elective Officer Information</b> <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors
<b>Contractor Information</b> <i>(Please print clearly.)</i>	
Name of contractor: <b>2525 Marin L.P., a Delaware Limited Partnership</b>	
<i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i>	
Michael V. Casassa, President,	
Contractor address: 401 Mississippi Street, San Francisco, CA 94107	
Date that contract was approved: <i>(By the SF Board of Supervisors) - TBD</i>	Amount of contract: \$13,500
Describe the nature of the contract that was approved: Purchase and Sale Agreement on behalf of San Francisco Public Utilities Commission to purchase access easement.	
Comments: Access easement required for the Kansas and Marin Street Sewer Improvement Project	

This contract was approved by (check applicable):

the City elective officer(s) identified on this form

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

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

Print Name of Board

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

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

\_\_\_\_\_  
Date Signed

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

\_\_\_\_\_  
Date Signed