RECORDED AT REQUEST OF AND WHEN RECORDED MAIL TO:

GRANT OF EASEMENT AND AGREEMENT

(Assessor's Parcel Nos. 106, 141, 142 & 313, Block 3753)

THIS GRANT OF EASEMENT AND AGREEMENT (this "**Agreement**") is made as of ______, 2014, by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**City**" or "**Grantor**"), and TUP Folsom LLC, a California limited liability company ("**Grantee**").

RECITALS:

This Agreement is made with reference to the following facts, understandings and intentions:

- A. Grantor is the fee title owner of certain real property commonly known as 925-945 Folsom Street, located at the southwest corner of Folsom and Falmouth Streets, as shown and described on <u>Exhibit A</u> attached hereto (the "**Property**"). The Property is in the jurisdiction of the San Francisco Fire Department ("**SFFD**"). The Property is presently improved with a two-story fire station and surface parking lot (the "**Improvements**").
- B. Grantee owns the real property commonly known as 923 Folsom Street, more particularly shown and described on <u>Exhibit B</u> attached hereto (the "**Grantee Property**"). The Grantee Property is presently improved with a three-story commercial office building and surface parking lot.
- C. Grantee intends to excavate on the Grantee Property (the "Excavation") commencing on or after December 1, 2014, and thereafter to construct on the Grantee Property a new mixed use development containing approximately 121 dwelling units and ground-floor retail space within two buildings reaching heights of 45 feet and 85 feet over a below-grade parking garage (the "New Buildings"). To prevent cave-in of the soils around the perimeter of the construction pit during the Excavation, a shoring system using soldier beams, soil cement wall and tiebacks will be built. The tiebacks ("Shoring System") will be drilled diagonally through the soil cement wall and into the soils of the Property and other neighboring property.
- D. Pursuant to Section 832(4) of the California Civil Code, Grantee has requested Grantor's permission to install and maintain tiebacks and soldier beams beneath the surface of the Property as a component of the supporting systems to be employed to protect the Property in connection with the Excavation, which permission Grantor is willing to grant on the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements of the parties herein contained, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

- Grant of Easement to Perform Shoring Work. Subject to the terms, conditions and restrictions set forth in this Agreement, Grantor hereby quitclaims to Grantee and Grantee hereby accepts, an easement to enter upon the Property for the limited purpose of performing the shoring work described herein and any related cleanup or deconstruction work (the "Easement"), subject to Grantee's compliance with the terms of this Agreement. Throughout the Work, as defined below, Grantee shall make good faith efforts to coordinate its activities with the SFFD in order to minimize the potential for disruption at the Property, and shall not undertake any activities that could obstruct or block the Property's fire station doors. The Easement shall include sub-surface access through the Property for the installation and maintenance of Shoring System at the approximate locations shown on the plan attached to this Agreement as Exhibit C (the "Work Plan"), all at Grantee's sole cost and expense. The work shown on the Work Plan, any related cleanup or deconstruction work, and any other work or improvements contemplated in or required by this Agreement shall be referred to herein as the "Work." The depth of the Shoring System installed on the Property shall vary from approximately 33 feet below the surface to approximately 37 feet below the surface. The steel soldier beams at the Property line will be cut off and removed 1.5 feet below grade at sidewalks, parking lots and non-improved areas. All tiebacks will be left in place and released/detensioned after completion of the Work to Grantor's reasonable satisfaction. Grantee shall have no right hereunder to install on the Property any material or improvements other than the tiebacks and soldier beams at the Property line. Grantee shall also have a limited right of access to enter on the surface of the Property as specifically set forth in Sections 1.1. and 1.2 below.
- 1.1 <u>Surface Access.</u> During the construction period for new building, the Easement shall include a limited right of access over the surface of the Property as reasonably necessary to allow Grantee to (a) conduct pre-construction survey activities in accordance with Section 4, below, and periodic monitoring activities during the completion of the Work to assess whether settlement is occurring on the Property in accordance with Section 5, below; and (b) complete the earth retention system described in the Work Plan.
- 1.2 <u>Crane Overswing</u>. The Easement shall include the right for Grantee's contractors to operate a crane over the Property, provided that any crane at all times remains at least 50 feet above the plane of the roof of any buildings located on the Property and any structures or equipment projecting above the roof of any such buildings, and further provided no loads shall be hoisted, carried, or swung over the Property. The crane shall only be permitted to pass over the vertical airspace above the Property. Grantee shall require its contractor to use due care to avoid any damage to the Property and shall require its contractor to comply with all safety requirements imposed by law, and shall maintain or cause to be maintained appropriate insurance coverage, as required by Grantor in its reasonable discretion.

- 1.3 Notice Required for Entry. Grantee agrees to provide no less than 48 hours' prior notice to Grantor and SFFD, when Grantee or its agents, employees, contractors or subcontractors will need access to the Property to perform any of the Work described in Section 1 of this Agreement. Grantee's notice will specify whether Grantee requires access to the interior of any buildings located on the Property or whether access will be limited to the exterior. Grantor acknowledges that Grantee will not be required to give notice of the Work described in Section 1.2, and that Grantee may be using a crane throughout the construction period.
- 2. <u>Changes to Work</u>. Except for minor changes in response to field conditions and except in the case of an emergency, Grantee shall not make material changes to the Work Plan without the prior written consent of Grantor in consultation with SFFD, which consent shall not be unreasonably withheld, delayed or conditioned.
- Review and Written Approval; Reimbursement of Engineering and Review Costs. Grantee shall submit to Grantor, for review and written approval by Grantor in consultation with SFFD at least ten (10) business days prior to the start of construction, a complete set of drawings and design calculations for the proposed shoring and support system that are part of the Work. Grantor in consultation with SFFD shall have the right to review and approve such drawings and design calculations, in Grantor's reasonable discretion. Grantor, in consultation with SFFD shall not withhold written approval of such drawings and design calculations, so long as such items are substantially consistent with the approach described in the Work Plan. Grantee shall pay to Grantor all actual and reasonable fees incurred by Grantor for all engineering and field work in reviewing Grantee's drawings and design calculations for the shoring and support system. Written approval of such drawings and design calculations are for the purpose of determining whether the shoring and support system and activities related thereto will interfere with Grantor's or SFFD's day-today use and operations on the Property, and not for determining the adequacy of the shoring and support system for the New Buildings. Grantee shall have the exclusive responsibility for the design, construction and installation of the New Buildings and the shoring and support system. In the event of a material change in the previously approved plans and specifications, Grantee shall pay all reasonable fees incurred by Grantor for an independent engineer, or another qualified engineer selected by Grantor, to review such revised plans and specifications for the Work. Grantor shall submit invoices to Grantee showing the itemized cost of and a general description of the services performed no later than one hundred eighty (180) days after the service was performed.
- 4. Pre-Condition Survey; As-Built Drawings. Prior to the commencement of Work, Grantee shall prepare a thorough pre-condition survey with photographs to establish the condition of the surface of the Property and any improvements on the Property. At least ten (10) business days prior to the start of construction of the Work, Grantee shall furnish copies of all photographs of the Property as Grantor, in consultation with SFFD, deems necessary to show the original condition thereof. Construction of the Work shall not commence until the Grantor, in consultation with SFFD, has reviewed the pre-construction survey and certified in writing that the materials have been completed to their reasonable satisfaction. Promptly upon completion of the installation of Shoring System, Grantee shall furnish City's Director of Public Works, the City and County Surveyor, and SFFD's Assistant

Deputy Chief with a complete copy of accurate and complete final as-built drawings for the Shoring System showing, in detail, the locations and depths of the Shoring System.

- 5. Monitoring Activities. Grantee shall, at its sole cost and expense, pay for the costs of monitoring the Property for settlement and movement during the Work. Prior to commencement of the Work, Grantee shall install vibration monitors on the Property. Beginning at commencement of the Work and continuing until the New Building has been developed up to street grade, Grantee shall monitor the Property for vibration consistent with manufacturer recommendations, but in no case less frequently than once per week. During the same period, Grantee shall also monitor the Property for line and level at least once per week in order to determine whether any movement has occurred. Grantor and SFFD agree to cooperate with Grantee and allow Grantee reasonable access onto the Property to conduct the monitoring activities as described herein. Grantee shall make the results of all such monitoring activities available upon the request to the Grantor and/or SFFD. Upon completion of the Work, Grantee will remove any monitoring equipment installed and repair any damage related to or caused by the Work to property at Grantee's sole cost.
- 6. <u>Insurance</u>. Grantee shall cause its general contractor to obtain and maintain a policy of liability insurance covering bodily injury and property damage liability arising out of the Work and the Excavation, as provided in the statement of general insurance requirements provided in <u>Exhibit D</u>. Grantee shall provide Grantor with satisfactory evidence of such coverage prior to commencement of the Work.
- 7. <u>Compliance with Laws</u>. Grantee will conduct and cause to be conducted all Work in a safe and prudent manner and in compliance with all laws, regulations, codes, ordinances, and orders of any governmental or other regulatory entity, whether presently in effect or subsequently adopted and whether or not in the contemplation of the parties. Grantee has obtained from applicable regulatory agencies all permits, licenses, and approvals required for the New Building, the Excavation and the Work (collectively, the "Approvals") and agrees to maintain in force at all times during its use of the Property, any and all Approvals necessary to conduct the Excavation and Work.
- 8. Indemnity. Grantee shall hold harmless, defend and indemnify Grantor and SFFD, their respective officers, agents, employees and contractors, and each of them (collectively, the "Indemnitees"), from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind (including, without limitation, reasonable attorneys' fees) resulting from or relating to this Agreement or any act or omission of Grantee or physical damage to the Property or any Improvements on the Property, to the extent caused by the Work or the Excavation. It is the express intent of the parties that Grantee will indemnify and hold harmless Indemnitees from any and all claims, suits or actions arising from any cause whatsoever as set forth above regardless of the existence or degree of fault or negligence on the part of Indemnitees, Grantee, or any contractor, subcontractor or employee of any of these, except to the extent the liability was attributable to the gross negligence, willful misconduct or criminal acts of a particular Indemnitee. Without limiting the foregoing, Grantee shall, promptly after receipt of written notice from Grantor, repair any damage to the Improvements on the Property, related to or caused by the Work or the Excavation.

9. <u>Repair of Damage</u>. If any portion of the Property or any personal property located on or about the Property is damaged by any of the Work, Grantee will repair the damage and restore the Property or personal property to the condition in which it existed immediately before the damage. Grantee agrees to meet and confer with Grantor and SFFD, as appropriate, to determine a reasonable schedule for any required repairs.

10. Hazardous Materials.

- No Hazardous Materials (as defined below) shall be created, stored, used, disposed of, brought to or handled by Grantee at any time upon the Property without Grantor's prior written consent in each instance and except in compliance with all applicable laws, statutes, ordinances, rules, regulations or orders of whatever kind or nature. In conducting its operations on the Property, and in arranging for the handling, transport and disposal of any materials known (whether or not hazardous), Grantee shall at all times comply with all applicable laws, statutes, ordinances, rules, regulations or orders of whatever kind or nature and pay all costs of such compliance. Grantee shall immediately notify Grantor (at all of the Grantor notice addresses provided herein) when Grantee learns of, or has reason to believe that, a release of Hazardous Materials has occurred in, on or about the Property. The term "release" or "threatened release" when used with respect to Hazardous Materials shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under or about the Property. Grantee shall further comply with all laws requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary to mitigate the release or minimize the spread of contamination. In the event that Grantee or its agents or invitees cause a release of Hazardous Materials, Grantee shall, without cost to Grantor or SFFD and in accordance with all laws and regulations, return the Property to the condition existing immediately prior to the release. In connection therewith, Grantee shall afford Grantor and SFFD a full opportunity to participate in any discussion with governmental agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Materials.
- Any Hazardous Materials introduced onto the Property by Grantee, its agents, employees, contractors, subcontractors or invitees, shall remain the property of Grantee, its agents, employees, contractors, subcontractors or invitees, which shall be responsible for disposing of these materials at no cost to City or any Indemnitee, and Grantee shall be obligated to defend, indemnify and hold Indemnitees harmless from any and all liability arising from it, regardless of whether such liability arises during or after the term of this Agreement, unless such liability was caused by the gross negligence or the willful misconduct of City and/or the Indemnitees. This indemnity shall not extend to liability arising from the presence of any Hazardous Materials on the Property as of the Effective Date, unless (i) such Hazardous Materials were introduced onto the Property by Grantee, its agents, employees, contractors, subcontractors or invitees, in which case this indemnity shall apply, or (ii) Hazardous Materials are present on the Property, and Grantee's handling, excavation, relocation, investigation, disposal or other exercise of control over the Easement area imposes on City or any Indemnitee new or additional liability, which City or such Indemnitee would not otherwise have incurred in the absence of Grantee's activities or project. (In the latter event, Grantee shall pay for and defend and indemnify Indemnitees from and against such additional liability to the extent of such new or additional liability.)

- (c) For purposes of this Agreement, "Hazardous Materials" means material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to public health, welfare or the environment. Hazardous Materials includes, without limitation, any material or substance defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.) or pursuant to Section 25316 of the California Health and Safety Code; a "hazardous waste" listed pursuant to Section 25140 of the California Health and Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the Property or are naturally occurring substances on the Property, and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids.
- (d) It is the intention of the parties that should any term of this indemnity provision be found to be void or unenforceable, the remainder of the provision shall remain in full force and effect.
- 11. <u>No Costs to Grantor</u>. Grantee will bear all costs of any kind in connection with its use of the Property and obligations under this Agreement and Grantee shall hold harmless, indemnify and defend Grantor and SFFD from and against any mechanics' liens or other liens arising from the Work or in any way connected with Grantee's use of the Property.
- 12. <u>Condition of the Easement Area.</u> Grantor makes no representations or warranties whatsoever under this Agreement with respect to the current physical condition of the Property, including the Easement area, and Grantor, SFFD, and each successive owner or tenant of the Property or any portion thereof or interest therein shall have no responsibility under this Agreement with respect thereto, and the use of the Easement granted herein shall be with the Property in its "as is" physical condition. Grantee hereby waives any and all claims against Grantor, SFFD, and each successive owner or tenant of the Property or any portion thereof or interest therein arising from, out of or in connection with the suitability of the physical condition of the Easement area for the Shoring System.
- 13. Assumption of Risk/Waiver of Claims. Neither City nor SFFD nor any of their respective directors, officers, agents or employees shall be liable for any damage to the property of Grantee, its officers, agents, employees, contractors or subcontractors, or their employees, or for any bodily injury or death to such persons, resulting or arising from the condition of the Property or its use by Grantee. Grantee expressly acknowledges and agrees that Grantor would not be willing to grant the Easement in the absence of a waiver of liability for consequential damages due to the acts or omissions of City, SFFD or their respective agents, and Grantee expressly assumes the risk with respect thereto. Accordingly, without limiting any indemnification obligations of Grantee or other waivers contained in this Agreement and as a material part of the consideration for this Agreement, Grantee fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against Indemnitees for consequential and incidental damages (including without limitation, lost profits) and covenants not to sue Indemnitees for such damages arising out of this Agreement or the uses authorized hereunder, including, without limitation, any interference with uses conducted by Grantee pursuant to this Agreement, regardless of the

cause, and whether or not due to the negligence of Grantor or SFFD, except for the gross negligence and willful misconduct of Grantor or SFFD. In connection with the foregoing releases, Grantee acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that 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.

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

- 14. Condition of Shoring System; Removal of Shoring System. Grantee acknowledges and agrees that neither Grantor nor SFFD shall be responsible in any way for any of the Shoring System, either during the installation of the Shoring System or thereafter when the Work is completed. Promptly following completion of the New Buildings, Grantee shall detension any tiebacks located on the Property. In addition, Grantor may remove the Shoring System on or after the earlier of December 31, 2016 or the date on of completion of the New Buildings, to the extent necessary or desirable in connection with any construction or reconstruction on the Property. Grantor shall use reasonable efforts to give written notice to Grantee, together with a reasonably detailed description of the method of removal, prior to such removal, but Grantor shall not be required to obtain Grantee's consent to such removal.
- Reimbursement of City Costs. Grantee has or will pay Grantor a fee in the 15. amount of One Thousand Five Hundred and No/100 Dollars (\$1,500.00). In addition to such fee and any other payments required to be made by Grantee hereunder, Grantee shall reimburse City for all costs and expenses incurred by City in connection with this Agreement, including reasonable attorneys' fees of City's legal counsel incurred in the negotiation, preparation and performance of this Agreement and the reasonable fees or expenses of City's Department of Real Estate and Department of Public Works in reviewing this Agreement and the Work Plan and other construction documents (the "Reimbursable Fees"), up to a total of Five Thousand One Hundred and No/100 Dollars (\$5,100.00). Within thirty (30) days after receipt by Grantee of any written invoice from City for such Reimbursable Fees, Grantee will pay such invoiced amount directly to City, or as otherwise requested by City. If Grantee fails to make such payment within such thirty (30) day period, then (ii) interest shall accrue on any delinquent amount from the date such payment becomes delinquent until paid at the rate of ten percent (10%) per annum, and (ii) City may at its sole election refuse to allow Grantee or its agents to install additional tiebacks and soldier beams in the Property until such payment is made.
- 16. <u>Notices</u>. All notices, certificates or other communications required or permitted to be given hereunder must be given in writing and must be delivered: (a) in person; (b) by U.S. Postal Service certified mail (postage prepaid, return receipt requested); or (c) by

a commercial overnight courier that guarantees next day delivery and provides a receipt. For the convenience of the parties, copies of notices given pursuant the foregoing may also be given by email to the addresses listed below or such other addresses as may be provided from time to time. Notices shall be directed as follows:

To Grantor: John Updike, Director of Property

25 Van Ness Avenue, Suite 400

San Francisco, CA 94012

Email: John.Updike@sfgov.org

with a copy to: Ken Lombardi, Assistant Deputy Chief

San Francisco Fire Department

698 2nd Street, Room 305 San Francisco, CA 94107

To Grantee: TUP Folsom LLC

c/o Trumark Urban 90 New Montgomery San Francisco, CA 94103 Phone: (415) 757-4437

Attn: Steve Gallagher

With a copy to: Reuben, Junius & Rose, LLP

One Bush Street, Suite 600 San Francisco, CA 94104 Phone: (415) 567-9000 Attn: Melinda Sarjapur

Each party may from time to time specify a different notice address or email address for copies of notices by sending a written notice to the other party in accordance with this Section. Notices delivered in person, by certified mail or by a courier shall be effective upon delivery or refusal to accept delivery.

- Attorneys' Fees. If either party brings an action at law or in equity to enforce or interpret or seek redress for breach of this Agreement, then the prevailing party in such action shall be entitled to its litigation expenses and reasonable attorneys' and witness fees, in addition to all other appropriate relief. For purposes of this Agreement, reasonable fees of attorneys of the Office of City Attorney shall be based on the fees regularly charged by private attorneys with an equivalent number of hours of professional experience in the subject matter area of the law for which services were rendered who practice in the City and County of San Francisco, State of California, in law firms with approximately the same number of attorneys as employed by the Office of City Attorney.
- 18. <u>Default</u>. Grantee's failure to perform any covenant or obligation of Grantee hereunder and to cure such non-performance within thirty (30) days of written notice by Grantor shall constitute a default hereunder, provided that if more than thirty (30) days are reasonably required for such cure, no event of default shall occur if Grantee commences such cure within such period and diligently prosecutes such cure to completion. Upon such default

Grantor shall be entitled to all remedies and means to cure or correct such default, both legal and equitable, allowed by operation of law.

- 19. <u>Governing Law: Venue</u>. This Agreement shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of California. The venue with regard to any litigation arising out of this Agreement shall be the City and County of San Francisco.
- 20. <u>Tropical Hardwoods and Virgin Redwoods</u>. The City urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood or tropical hardwood wood product or virgin redwood or virgin redwood wood product.
- 21. <u>MacBride Principles Northern Ireland</u>. The City urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1, et seq. The City also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Grantee acknowledges that it has read and understands the above statement of the City concerning doing business in Northern Ireland.
- 22. <u>Integrated Agreement; Modifications</u>. The exhibits to this Agreement are an integral part of this Agreement and are incorporated herein by reference. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior representations, understandings and agreements, whether written or oral. No supplement, modification or waiver of any provision of this Agreement shall be binding unless executed in writing by the party to be bound thereby.
- 23. <u>Construction and Interpretation</u>. The captions preceding the text of each section of this Agreement are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement. This Agreement has been fully negotiated at arms' length between the signatories hereto, after advice by counsel and other representatives chosen by such signatories, and such signatories are fully informed with respect thereto. Based on the foregoing, the provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against any party. Unless provided otherwise, the word "including" is used in its inclusive sense, and not in limitation. As used in this Agreement, the term "business days" means Mondays through Fridays, but excluding State and Federal Holidays.
- 24. <u>Severability</u>. If any provision contained in this Agreement becomes or is held by any court of competent jurisdiction to be invalid, the remaining provisions contained in this Agreement shall not be affected thereby.
- 25. <u>Counterparts</u>. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which, together, shall constitute one and the same instrument.

- 26. <u>No Third Party Beneficiaries</u>. There are no third party beneficiaries of this Agreement. No parties other than the parties expressly named herein (and their respective heirs, successors and assigns) shall have any right to enforce any provision of this Agreement.
- 27. <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.
- 28. <u>Recordation</u>. This Agreement shall be recorded in the Official Records of the City and County of San Francisco, State of California.

[No further text this page.]

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, as of the day and year first above written.

GRANTOR:	GRANTEE :
CITY AND COUNTY OF SAN FRANCISCO	TUP Folsom LLC a California limited liability company
By: Name: JOHN UPDIKE Title: Director of Property	By: Name: Title:
APPROVED AS TO FORM: DENNIS J. HERRERA City Attorney	
By: Deputy City Attorney	
RECOMMENDED:	
SAN FRANCISCO FIRE DEPARTMENT, a political subdivision of the State of Californi	a
By:	
Date:	

ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF CALIFORNIA)		
COUNTY OF)		
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I certify under PENALTY OF PE paragraph is true and correct.	ERJURY under the laws	of the State of Californ	ia that the foregoing
WITNESS my hand and official	seal.		
NOTARY PUBLIC			

EXHIBIT A

DESCRIPTION OF PROPERTY

That certain parcel of real property in the City and County of San Francisco, State of California, described as follows:

Parcel A, as shown on that certain map entitled, "Parcel Map 6314, Being a Two Lot Subdivision of that Real Property Described in that Certain Deed Recorded March 30, 2010 in Reel K110, Image 0014", which map was filed for record in the Office of the Recorder of the City and County of San Francisco, State of California on October 31, 2012 in Book 48 of Parcel Maps, at Pages 121 - 122, inclusive.

Assessor's Lot 313; Block 3753

EXHIBIT B

DESCRIPTION OF GRANTEE PROPERTY

PARCEL ONE:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF SHIPLEY STREET, DISTANT THEREON 100 FEET SOUTHWESTERLY FROM THE SOUTHWESTERLY LINE OF FIFTH STREET; RUNNING THENCE SOUTHWESTERLY AND ALONG SAID LINE OF SHIPLEY STREET 50 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 75 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 50 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 75 FEET TO THE POINT OF BEGINNING.

BEING PART OF 100 VARA BLOCK NO. 383.

PARCEL TWO:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF FOLSOM STREET, DISTANT THEREON 150 FEET SOUTHWESTERLY FROM THE SOUTHWESTERLY LINE OF FIFTH STREET; AND RUNNING THENCE SOUTHWESTERLY ALONG SAID LINE OF FOLSOM STREET 75 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 165 FEET TO THE NORTHWESTERLY LINE OF SHIPLEY STREET; THENCE AT A RIGHT ANGLE NORTHEASTERLY ALONG SAID LINE OF SHIPLEY STREET 75 FEET; AND THENCE AT A RIGHT ANGLE NORTHWESTERLY 165 FEET TO THE POINT OF BEGINNING.

BEING PART OF 100 VARA BLOCK NO. 383.

PARCEL THREE:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF FOLSOM STREET, DISTANT THEREON 225 FEET SOUTHWESTERLY FROM THE SOUTHWESTERLY LINE OF FIFTH STREET; RUNNING THENCE SOUTHWESTERLY AND ALONG SAID LINE OF FOLSOM STREET 50 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 165 FEET TO THE NORTHWESTERLY LINE OF SHIPLEY STREET; THENCE AT A RIGHT ANGLE NORTHEASTERLY ALONG SAID LINE OF SHIPLEY STREET 50 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 165 FEET TO THE POINT OF BEGINNING.

BEING PART OF 100 VARA BLOCK NO. 383.

APN: Lot 106; Block 3753 (Parcel One), Lot 142; Block 3753 (Parcel Two) and Lot 141; Block 3753 (Parcel Three)

EXHIBIT C

PLANS AND SPECIFICATIONS FOR THE WORK

Attached

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- SHORING CONTRACTOR SIVIL BE MULCOLM ORILING COVPANY INC. (MOCI SHORING EXCORER IS THAN AND ROBBISON STRICTURAL FRONTERS, INC.
- 3. SHORRIC SYSTEM DESIGN CRITERIA SHOWN BELOW IS BASED ON THE SON, CONDITIONS DESCRIBED IN THE REPERIOLED PROJECT CEOLEGISTICAL.
- 4. PROJECT GEORGICACAL EXONEER SIMIL VERTY SOL STRAID DIRPOS SOLDER BEAM INSTALIATION AND EXCHANGE, HOTEY THAN AND ROBINSON STRUCTURAL EXORDERS, INC. (THE SHORME DIAMERY), F FIELD CONTRIBES AND SPERIOR FROM MICKE DESCRIBED IN THE CONTRIBES AND REPORT.
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- THE SHORMS SISTEM IS A TEMPORATI MEMIS OF RELATING THE DICAMED
 BWAS DURNIC CONSTRUCTION, NEW BUILDING SHALL BE CONSTRUCTED BY A
 THATA MAKER AND DESCRIPT TO RESTRAIN SOIL AND APPROPRIATE
 STRENDINGER

 **THE CONSTRUCTION OF THE CONSTRUCTION OF
- 7. MAKIMUM CONSTRUCTION SURCHARCES SHALL BE LIMITED AS FOLLOWS WITHOUT WRITTEN AUTHORIZATION FROM THE SHORDING ENCINEER.
- B. H20 TRUCK (OR ECUNVALENT ECUPENENT) MEMOUR 2-FEET BACK TROM THE
- C. HEAY LOUIS (CRUMES, MUNITS, PULP TRICK DUTRICORES, CTC.) CREATER
 THAN THOSE KOTED MONT WILL REQUIRE MONTHOUS EXPRISE OF PULS.
 THE DICTIONED THEMAS ON OF ORLINE PIECES TO SUPPLIED SHOWN O.
 COURTAL CONTRACTOR SHALL SWANT LIMOS MON LOCATORS FOR MAY LETTS,
 CRUMES MON DUCKNION LOUISIPHED HERE TO PO SHOWN.
- 8. DEMONTRON, CONTRAL SITE DICAVATION, SITE DEMONTRONG AND REVOVAL OF COSTINUO DOSTRUCTORS AND FORBIATIONS AND NEW CONSTRUCTION/VIRINY RESTLIZATION STALL BE COORDINATED WITH PRESTLIZATION OF SHARMS SYSTEM TO PRESTLI LOSS OF CROUND AND CANNO OF BANCS.
- THE CENERAL COMPACTOR SIMIL YEARY ENSING CRUDES AND PLANNED BOTTOM OF EXCHANGEM (BOK) SHOWN ON THESE DRAWNOS. EXCHANGEM SIMIL NOT EXCHANGE BELOW THE BOTTOM OF EXCHANGEM (BOK) SHOWN ON THE BLEYMOOM, MITHOUT EAPTHOOM OF THE SHOWNED BENGARDE.
- A SHORRIC CONTRACTOR SHULL RESCUE CONFLICTS WITHIN THESE DRAWHICS WITH SHORRIC ENCHARDER.
- 11. ELEVATIONS GIVEN IN SHORING DIVANCES ARE WITH RESPECT TO SAN FRANCISCO CITY DATUM UNLESS OTHERWISE NOTED.
- 12.CHWIGES TO THE WORK SHOWN ON THESE DRAWINGS ASE ROT ALLOWED WITHOUT THE APPROVAL OF THE SHORING EMPIRER, PROPOSED CHWICES ANY PROFESSION RECORDS PSYMILATION OF THE SHORING STRIKES GHARM THAN AS SHOWN OR SPECIALD ON THESE DRAWINGS AND HOTTE SHAVE BE REVIEWED BY THE SHORING CHARMED THAN OLD CONSTRUCTION.
- A ALL STRUCTURAL BETALS AND SAMPES SHOWN ARE MIRROUN SIZES REQUIRED.

 SHORING CONTRACTOR MAY SARSTRUTE EQUAL, OR GREATER MOMENT CAPACITY
 WITH THE SHORING EXCRETS PRIOR APPROVAL.
- 14.TDPFORMY SLOPES SHALL BE DESCRED BY OTHERS AND SHOVAD CONTINUE IN PRESENTED CONTINUED CONTINUED OF RECOMMENDED BY STATE & SUBCLIPPER 4 CONSTRUCTION SMELT OPENEDS, CLU, ONSW, SELTER OPENEDS, TEMPORARY SLOPES SHALL BE VARIED BY THE PROJECT GEOTICLIBROAL BEGGREEF PRORE TO START OF ELOWATION.
- 15. THRACKS PATEND REYOND THE PROJECT PROPERTY BUILD ADJACENT STREETS.
- 16. EXSTING UTLIFES AND OTHER INFROMULATS SHOWN ON THE TOPOGRAPHIC BASE, MAP AND BASED ON RECORD LOCATIONS. ADDRIVAL UTLIFES MAY BE PRESENT OR IN OTHER LOCATIONS. HE CHAPTER, CONTINUEDS BUILL CONFINATION SHALL CONFINATION SHALL CONFINATION SHALL CONFINATION SHALL CONFINATION SHALL CONFINATION SHALL CONFINATION OF DETERMINE THE LOCATION OF ALL UTLIFIES AND DIRELING CLEARANCE PRIOR TO PROCEEDED WITH DELETION OF THE PRIOR TO PROCEED WITH DELETION OF THE PRIOR TO PR

- 17.STDP INSTALLATION AND CONSULT THE SHORING ENGINEER IF UTILITY LINES
- 18.GENERAL CONTRACTOR SHALL PROVIDE TONCE AND SIGNAGE REQUIRED TO PREVENT PEDESTRIAN ACCESS AND TO DIRECT PEDESTRIANS AROUND

COMMITTE	MANA .		
BF/BOF	DOTTON OF FROMING	oc	ON CENTER
BCT	BOTTOM OF TOC. STEEL BEAM	SVD	SEE ARCHITECTURAL DRAW
BOE	BOTTOM OF EXCAVATION	022	SEE STRUCTURAL DRAWING
BSR	BOTTON OF SHORNIC	SCO	SEE CIVIL DRAWING
	(LAGGING)	105	TOP OF STEEL, TOP OF
FO	FRISHED CRADE		SHORING
rs	TRAISITED SURFACE	TOX	TOP OF WALL
HORZ	HORIZONIAL	DS.	TYPICAL
LUXX	MODULA	YERT	VERTICAL
MAI	MINNIA	(4)	HEW
ME	NOT TO FORE	765	EXECUTION

- I. MATDRIALS STULL BE NEW AND FIRE FROM DEFECTS THILESS HOTED BOLOW. 2 (88)
- W-FLANCE STUPES: ASTM 572 CR 50 OR A992 PLATE, FLAT BAR AND ANGLE: ASTM A36 UNLESS OTHERWISE HOTED SEE DETAILS
- A TIGBLESS TENDONS SHALL BE DEFORMED ROOS, CONFORMING TO ASTIL 615 GR. 75 OR ASTIL A722 GRADE 100 WITH UPSET TIBEBUS OR SEPER WRE, 0.5-DICH DAWETER (AS = 0.217 M° 2 PER STRAND) UNCOLUD STANDS CONFORMING TO ASTIL 416 WITH ULTIMATE STREAMSH OF 270 KS.
- TREACK OROUR.

 TORRIMAN CULTURIT SURRY I SACK TO 5 CALLONS WATER (M/C = 0.52)

 OR BUTCHED CONCRETE WIN, 5.5 SACKS OF CEUDIT FIRE CHIEF WIND.

 COMPRESSYS TREATMENT (FC) AS REQUEST TO A STANKE, THE SEPTIOR DESCRIPTION OF THE MAN SUBJECT WATER ORDERS TO A STANKE OR THE STANKE OR STANKE OR
- B. LEAN CONCRETE FOR SOLDTER BEAM BACKTILL: 1-1/2 SACKS OF CEMENT
- C. JEF-GROUT & SOIL LITX; PORTLAND CEMENT SLURRY; 150 PSI MINIMAN AT
- WILDING SHULL CONTINUE TO THE RECORDINATE OF THE AMERICAN WILDING SOCIETY'S STRUCTURAL WILDING CODE STEEL (MRS D1.1-04). ALL WILDINGS SHULL BE QUARTED IN ACCORDINGE WITH AMS. RECTRODES SHULL BE EFFO.

- A SULL VOIDS BETWEEN LACOUR BOVEDS AND EXCANDION FACE RELATED TO THROLE DECONTROL AND LACOUR DISTULLATION SULL SE PLACED THOSE WAS TO LACOUR PLACED TO THOSE WAS TO LACOUR PLACED TO THROW EVEN OF LACOUR SHAREST EVENT. LACOUR VOIDS RELATED TO CANNO OF THE SOLL LACOUR SHARE BEYOND AREASY PLACED LACOUR SHALL BE WRITE PLACED LACOUR SHALL
- 3. SHORPO CONTRACTOR AND SPECIAL RESPECTION SHALL VISUALLY DISERVE EN DISSESS STATEMENT FOR MEXICAGES OF POSTAL NATURAL AND SOME TOP AND STATEMENT OF STATEMENT O

- When all teracks at each level are successfully tested and locked off, repeat exchange, terack ristalation and testing for each row of teraces and unit. The bottom of the excavation is reached.

HISTALLADION OF SHORING AND INTILL JET SOIL MX

- 1. SITE ROUGH CRADE SIVEL BE AT BOTTON OF EXISTING PILE CAP FOR
- A SUAT DRALED SHORNG SHALL BE INSTALLED THROUGH A SHORED APPROACH PIEL EXCANTED FROM A ROUGH GRADE AS REQUISED TO PRENDED CANNO OF THE CROWNING. SHORED APPROACH PIE SHALL BE OF SUFFICIENT GEPTH TO AUXINIAN ADEQUATE SLURRY HEAD TO PREVENT CANNO OF THE SOL.
- C. DEMOLTION AND REVIOUS OF EXISTING OBSTRUCTIONS SHALL BE PETCRUED USING APPROPRIATE EQUIPMENT TO LIVIT VIRRATIONS TO THE ADJUCTION OF OBSTRUCTIONS SHALL BE PERFORMED WITH THE PETPORNIETE EQUIPMENT TO LIVIT VIRRATIONS.
- D. GENERAL CONTRACTOR TO PROVIDE LOCAL DEWATERING IF REQUIRED FOR
- 3. PLACE STIFL REAM AS REQUERED BY THE DRAWINGS 4. FOR SLAMF-ORKLIED SHUFT, FILL WITH LEAST CONCRETE MIXINGS
- 5. ONCE SHORING HAS BEEN INSTALLED INSTALL INTERVEDIATE JET SOL-MX
 COLLINUS BETWEEN SOLDER BEAUS, SHORING CONTRACTORS' OPTION TO
 INSTALL JET-SOIT JOT PROBE TO DISTULLATION OF SHORING REJUS.
- 6. GENERAL CONTRACTOR TO EXCAVATE TO EXPOSE THE FIRST ROW OF
- A. PLACE WOOD LICENSE TO TOP OF ATT-GROUT AS REQUIRED IN MAXMUM 5-FOOT INCH LIFTS. CICONARION CONTINUED TO LIVERIAN AND COMMUNIC REVOLUT. OF A SOFT BERN AGAINST THE FACE AS PREVIATED TO PREVENT SCHOOLING.
- 12. HISTALL AND TEST THE TREBUCKS WHERE REQUIRED PER THE PROCEDURES FOR
- 13 AFTER ALL TREBUCKS ARE SUCCESSFULLY TESTED AND LOCKED OFF, CONTINUE THE BOTTOM OF THE DICAMATION IS REACHED.
- 14. SHORNIO CONTINUCTOR AND SYKUM, INSPICTIOR SINUL MISURALY OBSERVE OF STORES SHORNE FLACE FOR REDUCINISE OF POOKEY WIETD AREAS, CAPS OF ROOM REGIONAL OF COURSES, AREAS OF ROOM REGION, AND CONTINUE RESULTED, COURSE, CAPS, REGION, COURSE, AREAS OF ROOM REGION, AND COURSE, CAPS, REGION, REGION, AREAS OF ROOM REGION, AND COURSES, CAPS, REGIONAL REGION, COURSE DESCRIPTION, CONTINUE STORES, CAPS, CAPS,
- A GENERAL CONTRACTOR SHALL NOT EXCAVATE BELOW AREAS TO BE REPARED PRIOR BETWEEN

PROCESSINGS FOR SECTULATION OF TICRICAS

- 1. DRILL THE TIEBACK HOLE TO THE REQUIRED DEPTH, TIEBACKS DAILL HOLES SIMIL BE CASTO TO PREVENT LOSS OF CROMING OR CASSIG
- HISTALL TUDGOL. FILL PENETRADON LEXCHM AND GROONED LENGTH OF TIEBLOCK WITH CROWL, RETRICT CASHIG, IF USED, AS GROUT OR BACKFILL IS PLACED. COMPRIGHOUS SHOULD LIKE CHIEF TO PREVENT LOSS OF RACKFILL GROWD, BUT MARKET PROFERRIES OR STRUCTURE.
- A TERACK TORSON UNRONNER LONGITE SIMIL BE COVERED WITH SCHLED PIC SLEEK, PROVIDE A CUISION (NATIVE SOIL) OR GUP BETWEET THE TERACK CROUT AND THE REPORT OF THE SOLDER BEST ON UNDERPRINED PER TO ALLOW THE ACKIOR TO UNDER CORROW TERRO.
- B. POST GROUP AS REQUIRED TO ACHEVE TREACK TEST LOVOS, OVERING PRESSURE CROTINGO OFENANORS, COMPACTOR SINLL DRESERVE INFROTURENTS BERNAND TO MICHEL FOR VISUAL SCRIP OF PRANMIC CROWNO, LOSS OF GROWNO, OR DUMOST TO SLARS-ON-CROWN.

- A. TEISING.

 A. FEDROPHINGE TIES: RISET 3. TEIBLACK AND 2 PERCENT OF REMARKS (1990). THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE RESIDE IN DOCUMENT (1990) TO 22 PROCESS OF THE RESIDE IN DOCUMENT OF THE THE RESIDE IN DOCUMENT OF THE THE RESIDE IN DOCUMENT OF THE PROPERTY OF THE RESIDE IN DOCUMENT OF THE PROPERTY OF THE PROPER
- B WINCES SHALL NOT HE INTO DISTRIC PERFORMANCE TESTING
- TIEBACK TESTS SHALL BE CONSIDERED ACCEPTABLE IF:
- A LESS NUM, OF INCHES OF MOVEMENT IS COSSERVED BETWEEN THE 1 AND 10-marte 1900 or homohem is less than 0.08 words per log cycle of time (i.e. 6 10 60 homote whether) if the test hold is committed for 60-martes.
- C. A PALLOUI FAURE DOES NOT DOCUR. PALLOUT FAURE IS DEFINED AT THE CONDITION MICH CONTRIVED FUMPING OF THE JACK BOES NOT INCREASE THE LAW (GAUGE PRESSURE) WHILE THE TREBACK DISPLACEMENT IS CONTINUED TO INCREASE.
- 6. BIT THE EMBY A TREBUCK TAKES TO LIETT THE TEST CRETISION THE COMPRISION THAT CRECKES TO RECIRCUT AND RETUST THE TREBUCK AN LOOK OFF THE TREBUCK AND ADDRESS THE CREMINE DESIRED DRIVEN OF THE TREBUCK SHEET, BELLOW, SOULD TREBUCK SHALL THE TREBUCK SHEET SELVIS, SOULD TREBUCK SHALL THE TREBUCK SHALL
- A SIGNARY COMPACTOR SHALL PROMOTE HIS TROUBLENG, MAKEL-LIP
 TELECOS AND ANCHORACE FOR TELECOS THAT FAIL TO MEET THE TEST
 REQUERATION, MAKE THE TELECOS SHALL HAVE A BESIGN (LOB EQUAL
 HE PRITEMPORE GENERAL HIS LOGICO-OFF LOBO THE FAILED THE
 AND ORSCIT (LOD SHOWN OF THE DRAWNS, MAKEL-UP TELECOS SHALL
 FORTALIED T-ELE BEROON THE FAILED TELECOS.
- 7 OUT THE TENDON 1-BIOU FROM WITNESS

HOLEDON BOOMH (BOOKER BY COURT COMPLETO OF CHARM)

- 1. PROG TO SHORMS WORK AT THE STIE, A VISUAL SURVEY SHALL BE MADE AND PHINTOGRAPHS THATH (OF OWNER OR GENERAL CONTRACTOR) OF PAPROCULARIES MACE THE PANNED SHORMS OF DESIMBLES DESTRIP CONDITIONS, PHOTOS SURVEY SHALL INCLUDE MITERIORS OF ADJACENT BULDINGS.
- ADJACENT BUILDINGS SHALL BE MOREORED (SUMEYED) FOR HOSIZORIAL AND VERRICAL MOREVENT BY AN INDEPENDENT LICENSED LAND SUMEYOR OR GUALIFED ONE, BEINGER (PROVIDED BY OWNER) AT THE FOLLOWING LOCATIONS PROVIDED ACCESS FROM THE MERCHORIS.
- C. INTERIOR COLUMNS AT ADJACENT BUILDINGS, FIRST ROW HEXT TO EXCAVATION, BUSELINE (PRE-CONSTRUCTION) SURVEY ONLY.

- A PROR TO DEMONDEN AND DEWATERING.

 B. AFRE DEMONDEN OF SITE BULDONS.

 C. LIPCH DESTANDAN OF THE SOLDER BEAUS.

 D. INFOL COMPLETION OF TREADLES.

 E. LIPCH COMPLETION OF DEMOND. ECCHANICAL.

 F. DIECE, A PRINT FOR 4 MEDIS FOLLOWING CONFILETION OF GENERAL.
- EXCAVATION.
- C. THE CEDERAL CONTRIBUTOR SHALL STOP DECIMATION AND INSTITY THAN AND ROBERSON SHALL CONTRIBUTOR SHALL STOP DECIMATION AND INSTITUTE THAN AND ROBERSON SHALL CHARLES AND THE COLLEGEOUS DESCRIPTION OF THE COLLEGEOUS AND THE COLLEGEOUS DESCRIPTION OF THE COLLEGEOUS DESCRIPTION OF THE COLLEGEOUS CHARLES AND AND ADDRESS OF THE COLLEGEOUS CHARLES AND ADDRESS OF THE COLLEGEOUS C
- 5, SURVEY MONITORING RESULTS SMUL, BE SUBVITTED TO THAN AND ROBBISCH STRUCTURAL ENGINEERS AND GEOTECHISCAL ENGINEER WITHIN 2-DAYS OF
- 6. ADDITIONAL SURVEY MEASUREMENTS DURING OR AFTER CONSTRUCTION SHALL RE MADE IF REQUESTED BY TUAN AND ROBITSON STRUCTURAL ENCINEERS.
- 7, DURING SHORMS AND NEW CONSTRUCTION DIE GENERAL CONTRACTOR SIMIL VISUALLY MONTRACT BLESSORIE STSTEM AND ELARET MPROCEDURS ON A DAMY BASS OR BROCIATIONS OF MONDEM. THE COPPIAL COMPRACTS SIMIL SIGO POLYMBOR OPERATORIS F COPIECTION OR DISIRESS ORISENTED AND SAULD MUNICIPALITY FROM THE SIGNARIO ENGADE.
- 8. PROR TO PEDIDITION, GENERAL COMMUNIOR SUILL PROVIDE PROCE INCLES BROOKER DISTRIB BREEDERS SUBS AT ABOUTH PROFERRES AND UNITION FOR PRESENTING AND POTEMBLE SYSTEMACH ROOKER DOOS, GOODING OF PROSE HALES SHALL BE DETERMINED IN THE FIELD WITH THE ORIGINE'S SEPTESCHARICAL PROCE HALES SHALL BE LONGINGTED PRODUCLLY INSTALLATION OF SUARI-DISTRIBUTIONS (DISTRIBUTION) OF SUARI-DISTRIBUTIONS (DISTRIBUTION) OF SUARI-DISTRIBUTIONS (DISTRIBUTION) OF SUARI-DISTRIBUTIONS (DISTRIBUTION) OF SUARI-DISTRIBUTIONS (DISTRIBUTION).

SCORE OF MICH

- TEMPORARY LATERAL SUPPORT OF EXCAVATION FOR NEW CONSTRUCTION BY MEANS OF SOLDER BEAUS, SOIL CEMENT—LIX, MID TEBLICKS.
- 2. WORK ON ADJACENT PROPERTIES AS NOTED IN "RELATED WORK UNDER CHARACTE PURPLEY"

RELATED WORK UNDER SEPARATE PERMIT

1. 923 FOLSON STREET (BLOCK 3753, LOTS 6, 141-142): TEUPORARY SHORING

DETERMINE PARKETON

1. GEOTECHACA, REPORT: "FOLSOM STREET RESIDENTIAL DEVELOPMENT"
PROJECT NO. 206-18-4 PREPARED BY CORNERSTONE EARTH GROUP DATED
DESCRIPER 19, 2013

CONTRACTOR

Malcolm Drilling Co.

2500 Breatmist Ct. Hymers, Ct. 9

7st (510) 780-9181 Frm (518) 780

28 g g s

Tuan Structure 221 Main So

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EXCAVATION SHORING 925-945 FOLSOM -SAN-FRANGISCO, CA (BLOCK 3753, LOT 140)

CA 140)

NEW CONSTRUCTION DRAWNICS: "923 FOLSOW STREET, HOOK DESIGN DEVELOPIEMT, SAN FRANCISCO, CAUFORNIA" PREPARED BY SOLOWI CROWNILL BUFFIZ (ARCHITECT), HOLMES CALLEY (STRUCTURAL ENGI WSP (MEP ENGINEER), ISSUED FERMURY 12, 2014.

THE FOLLOWING SPECIAL INSPECTION TIERS SHALL BE PERFORMED BY AN AGENCY SELECTED AND PROMOED BY THE OWNER OF THE PROJECT IN ACCORDINGE WITH THE STORE AND AGENCY BY CHARDAN DEPORTED IN

ALL SPECIAL INSPECTION AND TESTING REPORTS SHALL BE SUBMITTED

- I. SOLDKEN BEAM INSTALLATION (BY GEOTECHPICAL ENGINEER).
- TIEBACKS: INTERNITION OBSERVATION OF INSTALLATION, FULL TIME OBSERVATION OF ALL TESTING BY GEOTECHOICAL EXAMETE.
- 3. LAGGING PLACEMENT: INTERMITTENT OBSERVATION BY GEOTECHRICAL DISSINCTION OF EXPOSES AND MAY BUT IN.
- A TRUCK WEIGH (1955 THAN 5/16): OFFENDERS VANIE OFFENDANCE

DRAWING LIST

UCI.O NOTES
UCI.I TYPICAL DETAILS



1. SHORNIC SYSTEM DESIGN CRITERIA BELOW IS BASED ON REFERENCED

A. PRESSURE APPLIED OVER CONTINUOUS WALL

SHORING DESIGN CRITERIA:



Edwin M. Lee, Mayor Virtin L. Day, C.A.O., Director

NOTICE SPECIAL INSPECTION REQUIREMENTS

Before final bullding inspection is scheduled, documentation of special inspection compliance must be submitted to and approved by the appectal inspection. Services stall, To avoid delays or explored to the service of the service stall, and the service stall, the service stall provided by the service of the service stall, the service stall provided to the service of the service stall, the service stall provided to the serv

STRUCTURAL OBSERVATION REQUIREMENTS

Structural observation shall be provided as required per Section 1710. The building permit will not be finalized without the compliance of the structural observation requirement

Special Inspection Services Confect Information

- 3. Email: dbi.specialinspections@sfgov.org
 4. In Person: 3rd floor at 1660 Mission Street

SPECIAL INSPECTION AND STRUCTURAL OBSERVATION
OF THIS DOCUMENT SHALL BE KEPT WITH THE APPROVED STRUCTURAL DRA

COMER MICHEND / Employment of Epicial Expectation in the direct impossibility of the OWNER, or the empirical incidence of record scaling as the senset's representation, a partial impossibility habbe one of those as presented in Sec. (1904. Name of special to legislate with the incidence of DEI OWNER of Impossibility of the Section of Section 1906. A precentageding is required. Expectant to exercise the particular set previous feet by Section 1910. A precentageding is recommended for constructions or designational feet previous complex and highly as project, and for opposite statistics are commended for constructions or designational feet previous feet product and highly and constructions.

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casedance with Sec. (701;1703;1) reing work:	704 (2010 SFBC), Special inspection and	dor leating is required for the
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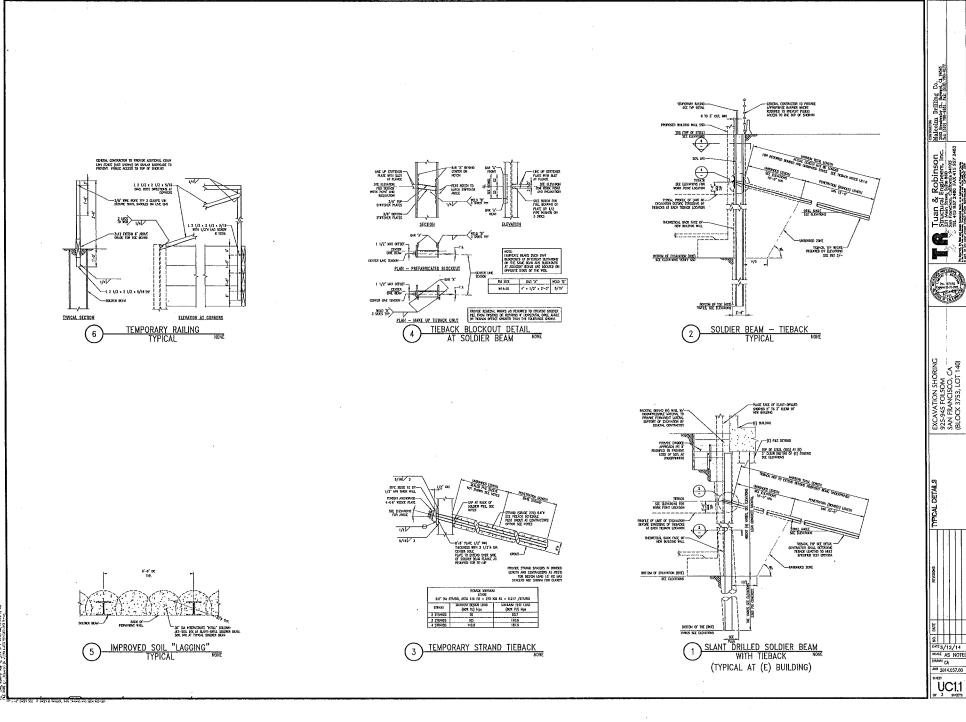
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APPROVAL (Excel on submitted reports)		

QUESTIONS ABOUT SPECIAL HISPECTION AND STRUCTURIAL CO-SERVATION PROVIDED EXPECTED TO SOMEWHOLD BY SPECIFIED TO SOMEWHOLD BY SPECIFIED TO SOMEWHOLD BY A FAXOUR STRAIN.

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CALE AS NOTED JOS 2014,037,00

ME5/12/2014



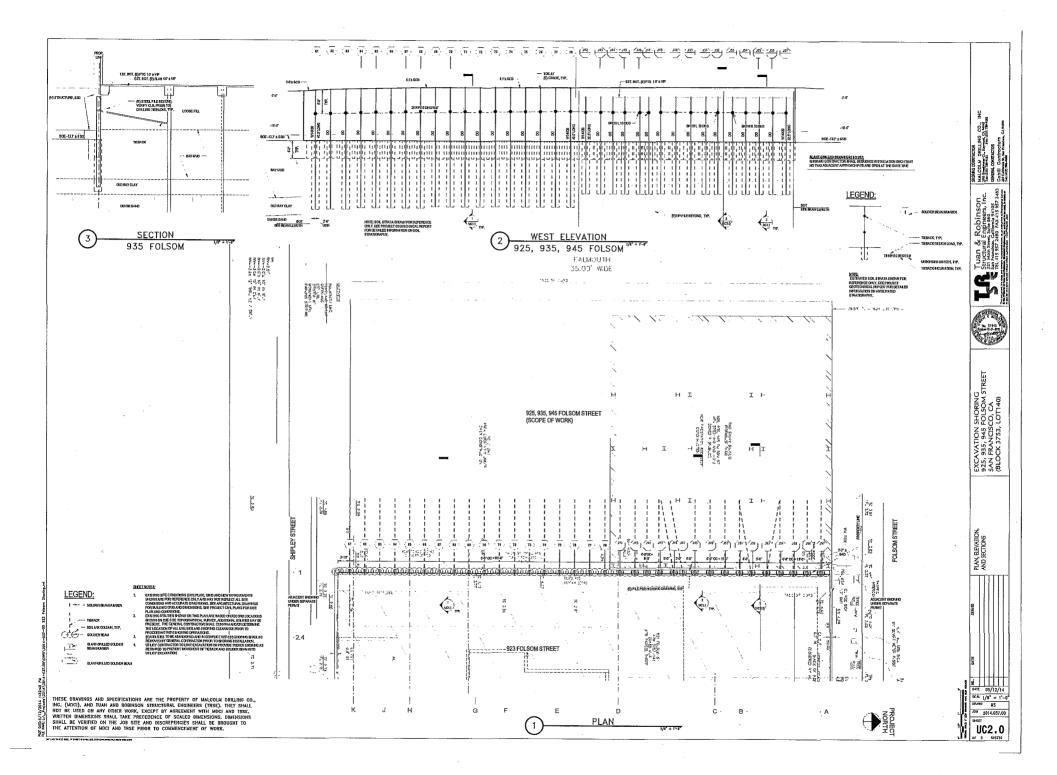


EXHIBIT D

GENERAL INSURANCE REQUIREMENTS

General Insurance Requirements:

- A. Licensee or their Contractor shall maintain in full force and effect, for the full period of construction and covered by the Easement, whichever is greater, the following liability insurance with the following minimum specified coverages or coverages as required by laws and regulations, whichever is greater:
 - 1. Worker's Compensation in statutory amount, including Employers' Liability coverage with limits not less than \$1,000,000 each accident, injury, or illness. The Worker's Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Licensee, its Contractors, its employees, agents and subcontractors.
 - 2. Commercial General Liability insurance with limits not less than \$40,000,000 each occurrence and in the aggregate for bodily injury and property damage, including coverage for Contractual Liability, independent contractors, Explosion, Collapse, and Underground (XCU), Personal Injury, Broadform Property Damage, products, and completed operations.
 - 3. Commercial Automobile Liability insurance with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage, including owned, hired or non-owned vehicles, as applicable.

B. General /Auto Liability policies shall:

- 1. Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees as well as others as required by agreement.
- 2. Licensee or its Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.
- 3. Licensee may choose to satisfy these requirements by implementing an Owner Controlled Insurance Program to satisfy all or any of these requirements for itself, its contractors and/or subcontractors.