

**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 Exhibit A 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 Exhibit B 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:

1. 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 Surface Access. 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 Crane Overswing. 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. Changes to Work. 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.

3. 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-to-day 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. Insurance. 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 Exhibit D. Grantee shall provide Grantor with satisfactory evidence of such coverage prior to commencement of the Work.

7. Compliance with Laws. 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. Repair of Damage. 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.

(a) 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.

(b) 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. No Costs to Grantor. 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. Condition of the Easement Area. 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 Indemnites for consequential and incidental damages (including without limitation, lost profits) and covenants not to sue Indemnites 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.

15. Reimbursement of City Costs. Grantee has or will pay Grantor a fee in the 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. Notices. 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.

17. 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. Default. 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. Governing Law: Venue. 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. Tropical Hardwoods and Virgin Redwoods. 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. MacBride Principles - Northern Ireland. 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. Integrated Agreement; Modifications. 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. Construction and Interpretation. 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. Severability. 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. Counterparts. 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. No Third Party Beneficiaries. 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. Successors and Assigns. 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. Recordation. 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:

CITY AND COUNTY OF SAN FRANCISCO

By: _____

Name: JOHN UPDIKE

Title: Director of Property

GRANTEE:

TUP Folsom LLC
a California limited liability company

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 California

By: _____

Date: _____

ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF CALIFORNIA)
)
COUNTY OF)

On _____, before me, _____, 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.

NOTARY PUBLIC

STATE OF CALIFORNIA)
)
COUNTY OF)

On _____, before me, _____, 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.

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.

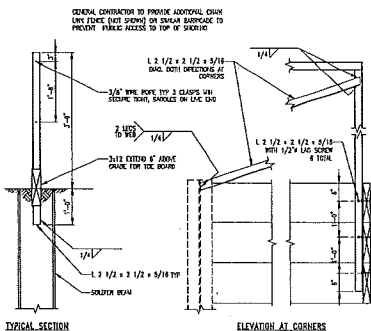
BEING PART OF 100 VARA BLOCK NO. 383.

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

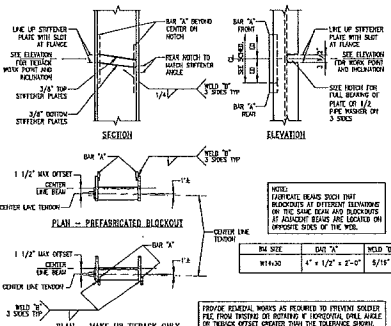
EXHIBIT C

PLANS AND SPECIFICATIONS FOR THE WORK

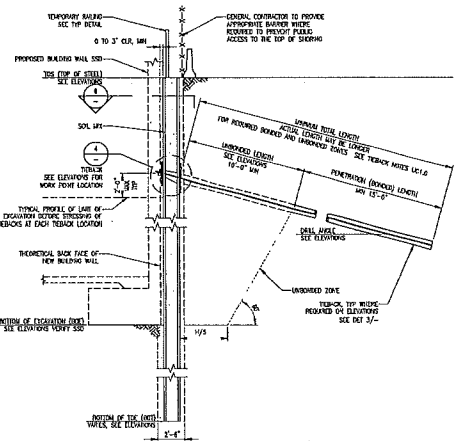
Attached



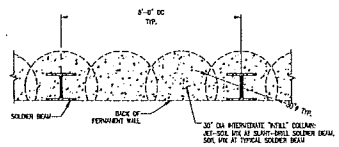
6 TEMPORARY RAILING TYPICAL NONE



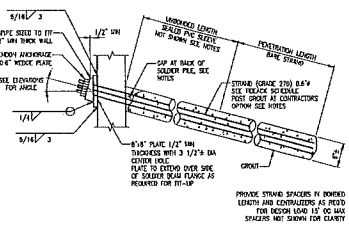
4 TIEBACK BLOCKOUT DETAIL AT SOLDIER BEAM NONE



2 SOLDIER BEAM - TIEBACK TYPICAL NONE

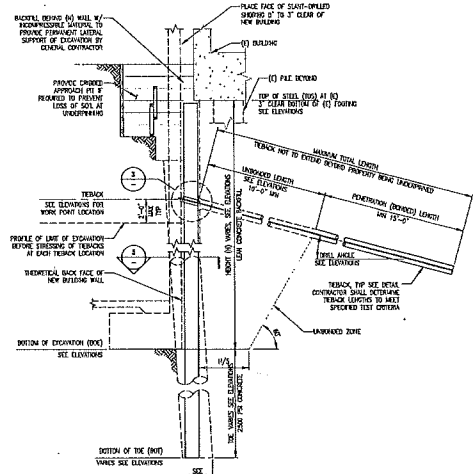


5 IMPROVED SOIL "LAGGING" TYPICAL NONE



3 TEMPORARY STRAND TIEBACK NONE

TIEBACK MATERIAL LOADS		
0.8\"/>		
SPACING	MINIMUM DESIGN LOAD (OOK TO 1/2)	MAXIMUM TEST LOAD (OOK TO 1/2)
2 STRIKES	75	125
3 STRIKES	100	160
4 STRIKES	125	200



1 SLANT DRILLED SOLDIER BEAM WITH TIEBACK (TYPICAL AT (E) BUILDING)

CONTRACTOR
Malcolm Brillong Co. a ucla ucla
925-945 FOLSOM
SAN FRANCISCO, CA
TEL: (415) 337-2400 FAX: (415) 337-2403

TR
Tuan & Robinson
925-945 FOLSOM
SAN FRANCISCO, CA
TEL: (415) 337-2400 FAX: (415) 337-2403



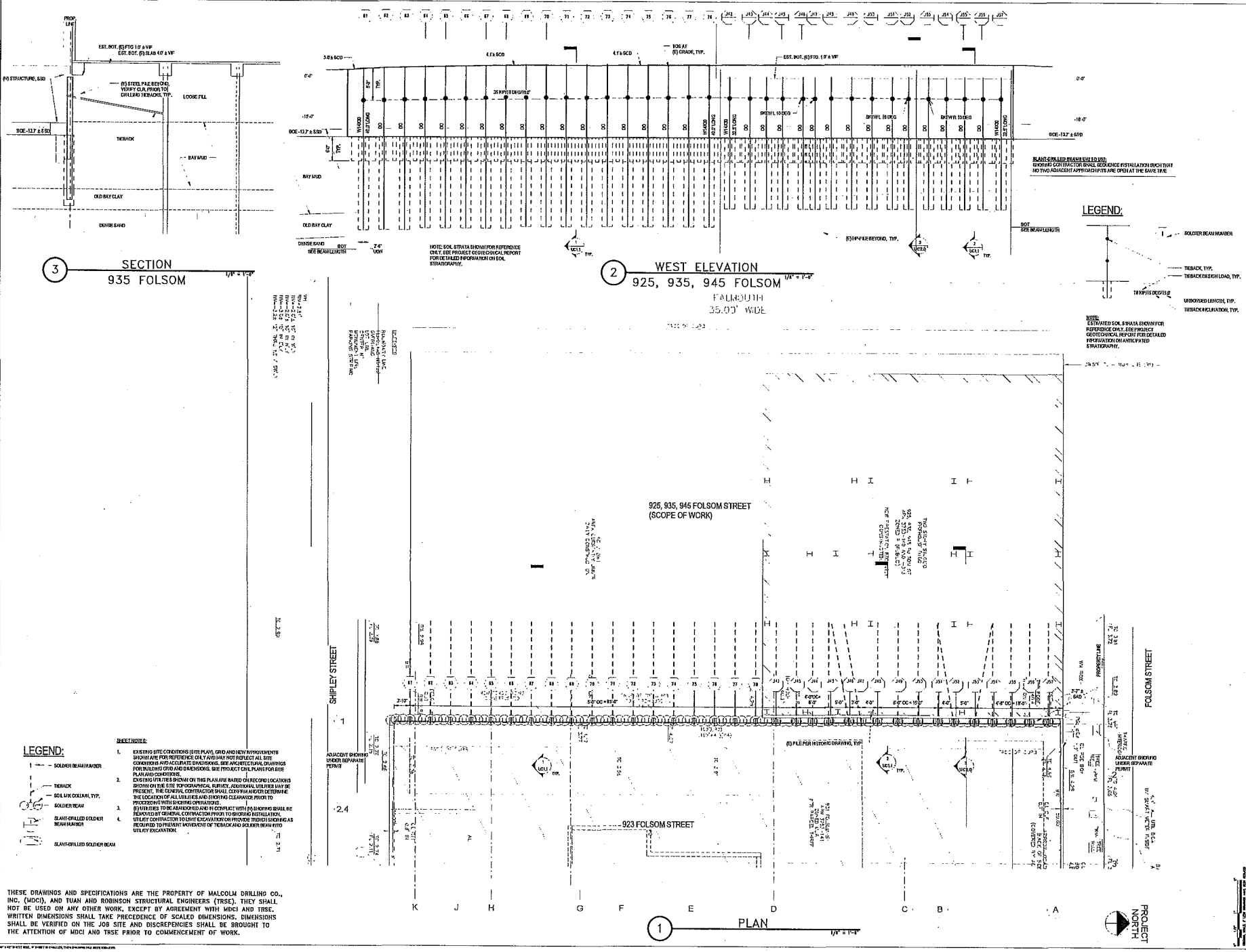
EXCAVATION SHORING
925-945 FOLSOM
SAN FRANCISCO, CA
(BLOCK 3753, LOT 1140)

TYPICAL DETAILS

NO.	DATE	REVISIONS

DATE 5/12/14
SCALE AS NOTED
DRAWN CA
JOB 2014.037.00
SHEET

UCL1
OF 3 SHEETS



3 SECTION
935 FOLSOM

2 WEST ELEVATION
925, 935, 945 FOLSOM

1 PLAN
925, 935, 945 FOLSOM STREET

LEGEND:

- SOLDER BEAM NUMBER
- TRUSS
- SOLDER BEAM
- SLAB-GIRDED SOLDER BEAM NUMBER
- SLAB-GIRDED SOLDER BEAM
- TRUSS TYPE
- TRUSS OVERLOAD TYPE
- UNBROKEN LENGTH TYPE
- TRUSS ELEVATION TYPE

LEGEND:

- SOLDER BEAM NUMBER
- TRUSS
- SOLDER BEAM
- SLAB-GIRDED SOLDER BEAM NUMBER
- SLAB-GIRDED SOLDER BEAM

- REMARKS:**
- EXISTING SITE CONDITIONS (SITE PLAN, GRID AND ELEVATION) SHOWN ARE FOR REFERENCE ONLY AND MAY NOT REFLECT ALL SITE CONDITIONS AND EXISTING DIMENSIONS. SEE ARCHITECTURAL DRAWINGS FOR EXISTING GRID AND DIMENSIONS. SEE PROJECT CALL PLANS FOR SITE PLAN AND CONDITIONS.
 - EXISTING UTILITIES SHOWN ON THIS PLAN ARE BASED ON RECORD LOCATIONS SHOWN ON THE SITE TOPOGRAPHIC DRAWING. ADDITIONAL UTILITIES MAY BE PRESENT. THE GENERAL CONTRACTOR SHALL VERIFY AND LOCATE THE LOCATION OF ALL UTILITIES AND EXERCISE CLEARANCE PRIOR TO PROCEEDING WITH SHIELDING OPERATIONS.
 - IF UTILITIES FROM ADJACENT ARE IN CONFLICT WITH SHIELDING SHALL BE REMOVED BY GENERAL CONTRACTOR PRIOR TO SHIELDING INSTALLATION. GENERAL CONTRACTOR TO OBTAIN EXISTING UTILITIES FROM ADJACENT TO UTILITY EXCAVATION.

NOTE: SOIL STRATA SHOWN FOR REFERENCE ONLY. SEE PROJECT GEOLOGICAL REPORT FOR DETAILED INFORMATION ON SOIL STRATIGRAPHY.

SLAB-GIRDED BEAMS SHALL BE SHIELDING CONTRACTOR SHALL VERIFY EXISTENCE OF UTILITIES PRIOR TO SHIELDING. NO TWO ADJACENT APPROACH PROFITS ARE OPEN AT THE SAME TIME.

NOTE: ESTIMATED SOIL STRATA SHOWN FOR REFERENCE ONLY. SEE PROJECT GEOLOGICAL REPORT FOR DETAILED INFORMATION ON ANTICIPATED STRATIGRAPHY.

THESE DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF MALCOLM DRILLING CO., INC. (MDCI), AND TUAN & ROBINSON STRUCTURAL ENGINEERS (TRSE). THEY SHALL NOT BE USED ON ANY OTHER WORK, EXCEPT BY AGREEMENT WITH MDCI AND TRSE. WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OF SCALED DIMENSIONS. DIMENSIONS SHALL BE VERIFIED ON THE JOB SITE AND DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF MDCI AND TRSE PRIOR TO COMMENCEMENT OF WORK.

SHIELDING CONTRACTOR
MALCOLM DRILLING CO., INC.
2211 Adams Street, Suite 200
San Francisco, CA 94133
TEL: 415 957 2400 FAX: 415 957 2483

STRUCTURAL ENGINEER
Tuan & Robinson Structural Engineers (TRSE)
2211 Adams Street, Suite 200
San Francisco, CA 94133
TEL: 415 957 2400 FAX: 415 957 2483

EXCAVATION SHORING AND SECTIONS
925, 935, 945 FOLSOM STREET
SAN FRANCISCO, CA
(BLOCK 3753, LOT 140)

DATE	REVISION
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PROJECT
NORTH

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.