•	San Francisco Assessor-Recorder Carmen Chu, Assessor-Recorder
Recording Requested by and When Recorded Return To:	DOC- 2015-K046107-00 Check Number 6554
Bruce J Baumann 1221 Harrison St Ste 22	Tuesday, APR 14, 2015 14:24:58 1 Ttl Pd \$33.00 Rcpt # 0005132489
San Francisco CA 91 DECLARATI	
HEREIN DESCRIBED PROPERTY COMMO	, OWNER/AUTHORIZED AGENT OF THE ONLY KNOWN AS:
1400 MISSION ST	
SAN FRANCISCO, ASSESSOR'S BLOCK	3507 , LOT 042
HEREBY CONSENT TO THE WITHIN DES	CRIBED CONDITIONS THAT APPEAR ON
Minor Sidewalk Encroachment	Permit # 14MSE-0368
(SIGNED) OWNER/AUTHORIZED AGENT	Bruce Baumann
	cate verifies only the identity of the individual who signed and not the truthfulness, accuracy, or validity of that
STATE OF CALIFORNIA)) COUNTY OF SAN FRANCISCO)	S
	77 I D
on Hall 14 2015 before me, personally appeared Stuce 530 basis of satisfactory evidence to be the personal basis of satisfactory evidence to be th	me that he/she/they executed the same in hat by his/her/their signature(s) on the
foregoing paragraph is true and correct. WITNESS my hand and official seal Signature	50 Pierce

BREDA PIERCE

Commission # 1964221
Notary Public - California
San Francisco County
My Comm. Expires Dec 19, 2015

(Seal)

EXHIBIT "A"



City and County of San Francisco

San Francisco Public Works - Bureau of Street Use and Mapping

1155 Market Street, 3rd Floor · San Francisco, CA 94103 sfpublicworks.org · tel 415-554-5810 · fax 415-554-6161



14MSE-0368

Minor Sidewalk Encroachment Permit

Address: 1400 MISSION ST

Cost: \$261.27

Block:3507 Lot: 042 Zip: 94103

Pursuant to Article 15, Section 723.2 of the Public Works Code, permission revocable at the will of the Director of Public Works to occupy a portion of the public right-of-way is granted to Permittee.

Applicant/Agent of Owner

Name:

BRUCE BAUMANN & ASSOCIATES

Address:

1221 Harrison Street, Suite 22 San Francisco, CA 94103

Contact:

Racquel Malig

Phone: n/a

Property Owner (Permittee)

Property Owner:

1400 MISSION ACQUISITION LP

Mail Address:

45 ROCKEFELLER CENTER

NEW YORK

NY

10111

Conditions

Occupy, construct and maintain

encroachment(s)

1) 2 FOC's on 10th & Mission. 2) Set of transformer

doors swinging over the sidewalk on Jessie St. 3)

Street Tree irrigation

Square Feet

10

Type/Description

Building (Door, etc), FDC Connection, Irrigation Lines,

Others

Permit Landscape Type

Property Side

Landscape Dimensions

Inspection

This permit is invalid until the permittee contacts DPW

at 554-7149 to activate the permit and schedule an inspection at least 72 hours prior to work. Failure to comply with the stated conditions will render this permit

null and void.

The undersigned Permittee hereby agrees to comply with all requirements and conditions noted on this permit

Approved Date : 04/13/2015

Applicant/Permitee

Date

Approved Director of Public

Works By:

Printed: 4/13/2015 12:35:11 PM Plan Checker

Rassendyll Dennis

EXHIBIT "A"

REVOCABLE PERMIT IS GRANTED SUBJECT TO THE FOLLOWING CONDITIONS

- 1. The permittee shall verify the locations of any City or public service utility company facilities and shall assume all responsibility for any damage to such facilities due to the work authorized under this permit.
- 2. The construction and maintenance shall be where and as shown on the plans submitted, revised and filed in the Department of Public Works.
- 3. The permittee shall obtain a building permit at the Department of Building Inspection, 1660 Mission Street for the construction or alteration of any building.
- 4. The permittee shall contact the Street Improvement Inspectors, 554-7149, at least 48 hours prior to starting work to arrange an inspection schedule.
- 5. The permittee shall submit to the Bureau of Street-Use and Mapping a non-refundable fee as set forth in DPW Fee Schedule for processing and inspection, made payable to the Department of Public Works. All Minor Sidewalk Encroachment Permits shall be notarized and recorded at the County Recorder's Office, City Hall, Room 190.
- 6. Pursuant to Ordinance No. 57-06, Minor Sidewalk Encroachment Permits may be subject to an annual assessment fee as set forth by the Board of Supervisors.
- 7. The permittee or subsequent owner or owners recognize and understand that this permit may create a possessory interest subject to property taxation and that the permittee or subsequent owner or owners may be subject to the payment of such taxes.
- 8. The permittee shall acknowledge his obligation to inform subsequent owners or owner of the responsibilities of this permit.
- 9. The permission granted by this order is merely a revocable license. The Director of Public Works may revoke said permission at will, and upon revocation thereof, the undersigned permittee, subsequent owners, or their heirs and assignees will within 30 days remove or cause to be removed the encroachment and all the materials used in connection with its construction, without expense to the City and County of San Francisco, and restore the area to a condition satisfactory to the Department of Public Works.
- 10. The permittee or subsequent owner or owners recognize the recordation of this permit.
- 11. In consideration of this Permit being issued for the work described in the application, Permittee on its behalf and that of any successor or assign, and on behalf of any lessee, promises and agrees to perform all the terms of this Permit and to comply with all applicable laws, ordinances and regulations.
- 12. Permittee agrees on its behalf and that of any successor or assign to hold harmless, defend, and indemnify the City and County of San Francisco, including, without limitation, each of its commissions, departments, officers, agents and employees (hereinafter collectively referred to as the "City") from and against any and all losses, liabilities, expenses, claims, demands, injuries, damages, fines, penalties, costs or judgments including, without limitation, attorneys' fees and costs (collectively, "claims") of any kind allegedly arising directly or indirectly from (i) any act by, omission by, or negligence of, Permittee or its subcontractors, or the officers, agents, or employees of either, while engaged in the performance of the work authorized by this Permit, or while in or about the property subject to this Permit for any reason connected in any way whatsoever with the performance of the work authorized by this Permit, or allegedly resulting directly or indirectly from the maintenance or installation of any equipment, facilities or structures authorized under this Permit, (ii) any accident or injury to any contractor or subcontractor, or any officer, agent, or employee of either of them, while engaged in the performance of the work authorized by this Permit, or while in or about the property, for any reason connected with the performance of the work authorized by this Permit, or arising from liens or claims for services rendered or labor or materials furnished in or for the performance of the work authorized by this Permit, (iii) injuries or damages to real or personal property, good will, and persons in, upon or in any way allegedly connected with the work authorized by this Permit from any cause or claims arising at any time, and (iv) any release or discharge, or threatened release or discharge, of any hazardous material caused or allowed by Permittee in, under, on or about the property subject to this Permit or into the environment. As used herein, "hazardous material" means any substance, waste or material which, because of its quantity, concentration of physical or chemical characteristics is deemed by any federal, state, or local governmental authority to pose a present or potential hazard to human health or safety or to the environment.
- 13. Permittee must hold harmless, indemnify and defend the City regardless of the alleged negligence of the City or any other party, except only for claims resulting directly from the sole negligence or willful misconduct of the City. Permittee specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City from any claim which actually or potentially falls within this indemnity provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Permittee by the City and continues at all times thereafter. Permittee agrees that the indemnification obligations assumed under this Permit shall survive expiration of the Permit or completion of work.
- 14. Permittee shall obtain and maintain through the terms of this Permit general liability, automobile liability or workers' compensation insurance as the City deems necessary to protect the City against claims for damages for personal injury, accidental death and property damage allegedly arising from any work done under this Permit. Such insurance shall in no way limit Permitee's indemnity hereunder. Certificates of insurance, in form and with insurers satisfactory to the City, evidencing all coverages above shall be furnished to the City before commencing any operations under this Permit, with complete copies of policies furnished promptly upon City request.
- 15. The permitteee and any permitted successor or assign recognize and understand that this permit may create a possessory interest.

Permit Addresses

14MSE-0368

*RW = RockWheel, SMC = Surface Mounted Cabinets, S/W = Sidewalk Work, DB = Directional Boring, BP= Reinforced Concrete Bus Pad, UB = Reinforced Concrete for Utility Pull Boxes and Curb Ramps

.Number of blocks: 3

Total repair size:0 sqft

Total Streetspace:0

Total Sidewalk: sqft

ID	Street Name	From St	To St	Sides	*Other	Asphalt	Concrete	Street Space Feet	Sidewalk Feet
	3 10TH ST	JESSIE ST	MISSION ST	Both .	RW: False SMC: False S/W Only: False DB: False BP: False UB: False	0	0		
	Total					0	0	0	
	JESSIE ST	10TH ST	END	Both	RW.: False SMC: False S/W Only: False DB: False BP: False UB: False	O		0	·
	Total 。					0	0	0	
	MISSION ST	10TH ST	11TH ST	Even	RW: False SMC: False S/W Only: False DB: False BP: False UB: False	0		0	
	Total					0	0	0	

Exceptions

14MSE-0368

Street Name	From St	To St	Message	Job	Contact	Dates
10TH ST						
	JESSIE ST	MISSION ST -	Conflict with existing Street Use Permit.	13B-0139	(909) 937-7570 - (909) 937- 7570	Jan 6 2014-Jan 6 2016
	JESSIE ST	MISSION ST -	Conflict with existing Street Use Permit.	13MSE-0063	(415) 551-7884 - (415) 551- 7884	·
	JESSIE ST	MISSION ST -	Conflict with existing Street Use Permit.	14ADS-0090	(415) 984-1227 - (415) 984- 1227	Nov 5 2014-May 4 2015
	JESSIE ST	MISSION ST -	Conflict with existing Street Use Permit.	148-0076	(415) 431-2950 - (415) 431- 2950	Oct 7 2014-Oct 7 2015
	JESSIE ST	MISSION ST -	Conflict with existing Street Use Permit.	148-0124	(415) 431-2950 - (415) 431- 2950	Oct 31 2014-Oct 31 2015
	JESSIE ST	MISSION ST -	Conflict with existing Street Use Permit.	148-0129	(415) 431-2950 - (415) 431- 2950	Jan 23 2015-Jan 23 2016
	JESSIE ST	MISSION ST -	Conflict with existing excavation permit. It is mandatory that you coordinate all work for joint paving.	}	800-743-5000 - 800-743-5000	Nov 3 2014-
	JESSIE ST	MISSION ST -	Conflict with existing Street Use Permit.	15B-0010	Heather Cann: (415) 431-2950 - (415) 431- 2950	Feb 17 2015-Jun 1 2015
	JESSIE ST	MISSION ST -	Conflict with existing Street Use Permit.	15B-0016	Heather Cann: (415) 431-2950 - (415) 431- 2950	Feb 23 2015-Jul 20 2015
	JESSIE ST	MISSION ST -	Conflict with existing Street Use Permit.	15B-0018	Heather Cann: (415) 431-2950 - (415) 431- 2950	Apr 25 2015-Apr 25 2016
	JESSIE ST	MISSION ST -	Conflict with existing Street Use Permit.	15B-0021	Refer to Agent - Refer to Agent	Mar 27 2015-May 4 2015
	JESSIE ST	MISSION ST -	Conflict with existing Street Use Permit.	15B-0023	Refer to Agent - Refer to Agent	Apr 1 2015-Apr 1 2016
	JESSIE ST	MISSION ST -	Conflict with existing Street Use Permit.	15B-0028	Heather Cann: (415) 431-2950 - (415) 431- 2950	Apr 1 2015-May 1 2015
	JESSIE ST	MISSION ST -	Conflict with existing Street Use Permit.	15B-0031	Heather Cann: (415) 431-2950 - (415) 431- 2950	Apr 1 2015-May 4 2015
	JESSIE ST	MISSION ST -	Banners are allowed on this street	N/A		
	JESSIE ST	MISSION ST -	Blocks with Bicycle Route designations require special attention. For details see Section 10 of DPT's Blue Book and Section 6.3 of DPW's Order No. 171.442.	N/A		

Street Name	From St	To St	Message	Job	Contact	Dates
	Jessie St	MISSION ST -	DPT Blue Book Traffic Restriction. Time of day during which lanes must be kept clear: EAST 7AM - 7PM EVERYDAY // WEST 7AM - 7PM EVERYDAY	N/A		
JESSIE ST						
	10TH ST	END -	Conflict with existing Street Use Permit.	13MSE-0063	(415) 551-7884 - (415) 551- 7884	
	10TH ST	END -	Banners are allowed on this street	N/A		
MISSION 51						
	10TH ST	11TH ST -	Conflict with existing Street Use Permit.	12CN-0157	Refer to Agent - Refer to Agent	
	10TH ST	11TH ST -	Conflict with existing Street Use Permit.	12IE-0591	Refer to Agent - Refer to Agent	
	10TH ST	11TH ST -	Conflict with existing Street Use Permit.	12V-0025	Refer to Agent - Refer to Agent	
	10TH ST	11TH ST -	Conflict with existing Street Use Permit.	13MSE-0063	(415) 551-7884 - (415) 551 <i>-</i> 7884	
	10TH ST	11TH ST -	Conflict with existing Street Use Permit.	14ADS-0089	Tony Ramirez, 415-535-6778 -	Nov 16 2014-May 15 2015
	10TH ST	11TH ST -	Conflict with existing Street Use Permit.	14ADS-0090	(415) 984-1227 - (415) 984- 1227	Nov 5 2014-May 4 2015
	10TH ST	11TH ST -	Conflict with existing Street Use Permit.	14MSE-0034	Refer to Agent - Refer to Agent	
	10TH ST	11TH ST -	Conflict with existing Street Use Permit.	14TC-0487	Refer to Agent - Refer to Agent	Nov 16 2014-Nov 15 2015
	10TH ST	11TH ST -	Conflict with existing Street Use Permit.	15B-0030	Heather Cann: (415) 431-2950 - (415) 431- 2950	Apr 1 2015-Apr 1 2016
	10TH ST	11TH ST -	Conflict with existing Street Use Permit.	15CN-0057	Refer to Agent - Refer to Agent	
	10TH ST	11TH ST -	Banners are allowed on this street	N/A		
	10TH ST	11TH ST -	DPT Blue Book Traffic Restriction. Time of day during which lanes must be kept clear: NORTH 7AM - 7PM EVERYDAY // SOUTH 7AM - 7PM EVERYDAY	N/A		
	10TH ST	11TH ST -	Please refer to Figure 12 of Section 9.4(A) of the DPW Order No. 171,442 for special conditions for excavation in the vicinity of AWSS.	N/A		-
	10TH ST	11TH ST -	Under G095 requirement, Contractor shall contact Muni Overhead Line Division of any work 10 feet in horizontal or vertical direction of overhead lines. Contact: Tim Lipps @ (415) 554-9227	N/A	-	
	10TH ST	11TH ST -	Proposed Excavation.	SF MTA Capital Programs and Construction	Darton Ito -	Jan 1 2020-Dec 31 2020

. . .

Street Name	From St	To St	Message	Job	Contact	Dates
	10TH ST .	11TH ST -	Proposed Excavation.	SF MTA SS - Transportatio n Engineering (Capital)	ļ-	Jun 1 2013-Jun 1 2015

RECORDING REQUESTED BY: City and County of San Francisco WHEN RECORDED RETURN TO:

San Francisco Public Utilities Commission Wastewater Enterprise, PRCD 525 Golden Gate Avenue, 11th Floor San Francisco, CA 94102 Attn: Stormwater Project Review San Francisco Assessor-Recorder Carmen Chu, Assessor-Recorder

DOC- 2015-K043314-00

Acct 38-Public Utilities Commission
Wednesday, APR 08, 2015 08:10:58
Ttl Pd \$0:00 Rcpt # 0005129197

oj1/JL/1-19

APN (Block/Lot No.): Block 3507 / Lot # 042

Free Recordation --Government Code § 27383

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

PERMANENT POST-CONSTRUCTION STORMWATER CONTROLS MAINTENANCE AGREEMENT

This Permanent Post-Construction Stormwater Controls Main	ntenance Agreement (this
"Agreement") is entered into this June 23, 2014 (the "Effecti	ve Date") by and between
the City and County of San Francisco (the "City"), acting by and thro	ugh its Public Utilities
Commission (the "SFPUC") and	
1400 MISSION ACQUISITION LP	•
a DELAWARE LIMITED PARTNERSHIP	
(the "Property Owner"), the owner of certain real property with Asset	ssor's Parcel Number (APN)
Block 3507 / Lot # 042 , commonly known as 1400 Mission Street	
(the "Property"), described in the Legal Description (Exhibit A to this	s Agreement), on which the
Property Owner intends to develop	
a 190 unit apartment building	(the "Project").

RECITALS

- A. In order for the City to enhance compliance with its National Pollutant Discharge Elimination System (NPDES) permits, the City has adopted and enforces regulations requiring property owners and developers of certain development projects to install and maintain permanent stormwater quantity and/or quality protection measures in accordance with specific design criteria.
- B. The City has amended its Public Works Code to establish stormwater management requirements (see Article 4.2, Sections 147-147.6), which will be implemented in accordance with the San Francisco Stormwater Design Guidelines (the "Guidelines"), adopted by the SFPUC. Every project subject to the codes and regulations must submit a Stormwater Control Plan (a "SCP") to the SFPUC for approval. The Project is subject to these requirements.
- C. The City's Public Works Code and Guidelines require that the Property Owner install Stormwater Controls (as defined below), in accordance with the SFPUC-approved Final SCP, in order to reduce the water quantity and/or quality impacts of stormwater runoff from the Property for the life of the Project.
- D. Stormwater Controls are planted or structural facilities, measures, or programs intended to reduce pollution in stormwater runoff and maximize the performance of the collection system by managing the quantity and/or improving the quality of stormwater runoff in accordance with the Guidelines and applicable state and federal regulatory requirements.

AGREEMENT

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

SECTION 1: CONSTRUCTION & MAINTENANCE OF STORMWATER CONTROLS

The Property Owner covenants and agrees to:

- 1) Install the Stormwater Controls identified in and in strict accordance with the SFPUC-approved Final SCP (together with any amendments later approved by the SFPUC); and
- 2) Maintain the Stormwater Controls so that they continue to function in good working order in accordance with the criteria indicated in the BMP Maintenance Schedule from the SFPUC-approved Final SCP, as described in Exhibit C to this Agreement, and as required by the City's ordinances and regulations.

SECTION 2: MAINTENANCE RESPONSIBILITY

The Property Owner shall not demolish, modify or remove the Stormwater Controls shown in the Stormwater Management Plan, included as Exhibit B to this Agreement, in a manner that lessens their effectiveness. *Prior written consent from the SFPUC is required for any material change to the Stormwater Controls.* The Property Owner shall, at no cost to the City, maintain the Stormwater Controls and related appurtenances in good and working order so that these Stormwater Controls continue to function as originally designed and approved, in accordance with the BMP Maintenance Schedule of the SFPUC-approved Final SCP and included as Exhibit C to this Agreement. Maintenance responsibilities shall include the Stormwater Controls and all appurtenances of the Stormwater Controls such as pipes, channels, or other structures built to convey stormwater to the Stormwater Control, and collection structures and piping built to convey stormwater to the sewer lateral up until the point of public ownership. The BMP Maintenance Schedule included as Exhibit C to this Agreement includes a summary of and schedule for long-term maintenance activities.

SECTION 3: SELF-INSPECTION AND REPORTING

The Property Owner shall conduct a one or more annual inspection(s) of the Stormwater Controls in accordance with the Guidelines, the BMP Maintenance Schedule that is included as Exhibit C to this Agreement, and the BMP Inspection Checklist of the SFPUC-approved Final SCP that is included as Exhibit D to this Agreement. The Property Owner shall submit the inspection and maintenance forms to the City in accordance with the Guidelines, verified under penalty of perjury, to the SFPUC General Manager or another member of the City staff directed in writing by the City.

SECTION 4: CITY INSPECTION

The Property Owner hereby grants permission to the City (including its authorized agents and employees) to enter on the Property at reasonable times and in a reasonable manner to inspect, assess or observe the Stormwater Controls in order to ensure that the Stormwater Controls are being maintained in accordance with this Agreement; provided that such entry shall occur: (i) when the City has a reasonable basis to believe that a violation of this Agreement or any applicable laws or regulations is occurring, has recently occurred or threatens to occur; (ii) for the initial post-construction inspection; or (iii) for the tri-annual City inspections. For any entry under this Section 4, the City shall provide at least three (3) business days advance written notice

to the Property Owner before entering on the Property; provided, however, that in the event of an emergency, as reasonably determined by the SFPUC, the City has the right to immediate access without notice but shall provide notice as soon as reasonably possible under the circumstances.

SECTION 5: FAILURE TO MAINTAIN CONTROLS

In the event the Property Owner fails to maintain the Stormwater Controls as required by this Agreement, and such failure continues for a period of thirty (30) days following written notice thereof from the City to the Property Owner, then the City may take such actions and seek such remedies as set forth in applicable laws and the Guidelines, including without limitation: (i) assess fines against the Property Owner; (ii) upon not less than three (3) business days' advance written notice to Property Owner, enter on the Property and take such reasonable steps that City deems necessary and appropriate to return the Stormwater Controls to the condition required under this Agreement, at Property Owner's cost; provided that such advance notice shall not be required in the event of an emergency as set forth in Section 4. The Property Owner understands and agrees that the City has the right, but not the obligation, to perform any maintenance or repair as set forth above, and nothing in this Agreement shall be construed to impose any such maintenance or repair obligation on the City.

SECTION 6: REIMBURSEMENT OF CITY EXPENDITURES

In the event the City, pursuant to the Agreement, performs work of any nature (direct or indirect), not including the post-construction inspection and the tri-annual City inspections but including any re-inspections or any actions the City reasonably deems necessary or appropriate to maintain or repair the Stormwater Controls to the condition required under this Agreement, or expends any funds in the performance of such work, including for labor (using City employees or otherwise), use of equipment, supplies, materials, and the like, the Property Owner shall reimburse the City for the actual, reasonable cost of such work and expenditures no later than thirty (30) days after the Property Owner's receipt of an invoice for such work and expenditures. If such costs are not paid within this thirty (30) day period, the City may assess applicable penalties as set forth in the Guidelines and place a lien against the Property and add the amounts due and owing under the applicable property tax bill to be collected as ordinary taxes by the City. The actions described in this Section 6 are in addition to and not in lieu of any and all legal remedies as provided by law that are available to the City as a result of the Property Owner's failure to maintain the Stormwater Controls in accordance with this Agreement. Notwithstanding any other provisions in this section, the Property Owner shall have a right to contest the costs and expenses of the City if and to the extent such costs and expenses exceed the amounts permitted under this section.

SECTION 7: INDEMNIFICATION

The Property Owner shall indemnify, reimburse, hold harmless and defend the City and its authorized agents, officials and employees (the "City Indemnitees") from and against any and all claims, demands, suits, damages, liabilities, losses, accidents, casualties, occurrences, claims and payments, including reasonable attorneys' fees (collectively, "Losses"), claimed or that might arise or be asserted against the City that are alleged or proven to result or arise from the Property Owner's failure to comply with the terms of this Agreement, except to the extent that such Losses are caused, contributed to or exacerbated by any of the City Indemnitees. In the event any such claim is asserted against the City Indemnitees, the City shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such

claim. At its sole discretion, the City shall have the right to participate in the defense of any suit based on such claim.

SECTION 8: NO ADDITIONAL LIABILITY

It is the parties' intent by entering into this Agreement to ensure the proper maintenance of the Stormwater Controls by the Property Owner; provided, however, that this Agreement shall not be deemed to create or effect any additional liability not otherwise provided by law of any party for damage alleged to result from or caused by stormwater runoff.

SECTION 9: AGREEMENT RUNS WITH THE LAND; TRANSFER OF PROPERTY

The covenants and agreements of the Property Owner and the City contained in this Agreement shall be covenants running with the land pursuant to California Civil Code Section 1460 et seq., shall bind every person having any interest in the Property and the Stormwater Controls, and shall be binding upon and inure to the benefit and burden of the Property Owner and the City and their respective heirs, successors and assigns. Any reference to the Property Owner in this Agreement shall include successor owners of all or any part of the Property, and all rights and obligations of the Property. Any reference to City herein shall include successor owners of all or any part of the City's stormwater system, and all rights and obligations of the City shall accrue to and be imposed upon any and all successor owners of such stormwater system.

Without limiting the foregoing, the Property Owner further agrees whenever the Property is sold, conveyed or otherwise transferred to a person or entity (each, a "Transferce"), it shall notify the Transferee of this Agreement, and provide to the Transferee, not later than ten (10) business days before the date of transfer, a copy of this Agreement with Exhibits A, B, C, and D, the SCP, the BMP Maintenance Schedule that is included as Exhibit C to this Agreement and any material correspondence between the City and the Property Owner relating to the Stormwater Controls during the preceding two (2) years including but not limited to any notice of default (collectively, "Stormwater Documents"), provided failure of the Property Owner to deliver the Stormwater Documents as set forth above shall not be a defense in any action by the City for enforcement of the terms of this Agreement against any Transferee.

In the event the Property Owner wishes to release any portion of the Property from the terms of this Agreement, in connection with a subdivision or otherwise, then Property Owner shall notify the SFPUC of the proposed release and related transaction, including such terms as are necessary to ensure that the Property Owner's obligations under this Agreement will be satisfied with respect to the entire Property. Any such release will be subject to the review and written approval of the SFPUC General Manager, or his or her designee, and shall be recorded against the portion of the Property that is released.

SECTION 10: SEVERABILITY

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

SECTION 11: RELEASE OF AGREEMENT

If requested by the Property Owner, the City will consider whether all or any portion of the Stormwater Controls is no longer required. If the SFPUC General Manager, or his or her designee, determines that such Stormwater Controls are no longer required, the City shall execute a release or amendment of this Agreement, as applicable, in recordable form. Upon the parties' agreement to the form of release or amendment, such release or amendment shall be recorded by the Property Owner or the City in the Official Records of the City and County of San Francisco.

SECTION 12: NOTICES

Except as otherwise expressly provided herein, any notices given under this Agreement shall be effective only if in writing and given by delivering the notice in person, by sending it first class mail or certified mail with a return receipt requested or overnight courier, return receipt requested, with postage prepaid, addressed as follows:

City or SFPUC:

San Francisco Public Utilities Commission Wastewater Enterprise, PRCD 525 Golden Gate Avenue, 11th Floor San Francisco, CA 94102 Attn: Stormwater Project Review

Property Owner:

The address set forth in the City's tax rolls for the Property

The foregoing addresses may be changed by written notice. Notices herein shall be deemed given two (2) days after the date when they shall have been mailed if sent by first class, certified or overnight courier, or upon the date personal delivery is made.

SECTION 13: MISCELLANEOUS

(a) This Agreement may be amended or modified only in writing signed by the City and the Property Owner. (b) No waiver by any party of any of the provisions of this Agreement shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. (c) All approvals and determinations of City requested, required or permitted hereunder may be made by the General Manager, or his or her designee, of the SFPUC. (d) This instrument (including the attached Exhibits and the documents referenced herein) contains the entire agreement between the parties and all prior written or oral negotiations, discussions, understandings and agreements are merged herein. (e) This Agreement shall be governed by and construed in accordance with California law and, to the extent applicable, federal law. (f) If the Property Owner consists of more than one person or entity, then the obligations of each person shall be joint and several.

SECTION 14: INTERPRETATION

Where the context requires in this Agreement, the singular shall be construed as the plural, and neuter pronouns shall be construed as masculine and feminine pronouns, and vice versa. Unless otherwise specified, whenever in this Agreement, including its Exhibits, reference is made to any Recital, Article, Section, Exhibit, or any defined term, the reference shall be deemed to refer to the Recital, Article, Section, Exhibit or defined term of this Agreement. Any reference to a

Recital, an Article or a Section includes all subsections and subparagraphs of that Recital, Article or Section. Section and other headings are for the purpose of convenience of reference only and are not intended to, nor shall they, modify or be used to interpret the provisions of this Agreement. References in this Agreement to days shall be to calendar days, unless otherwise specified. If the last day of any period to give or reply to a notice, meet a deadline or undertake any other action occurs on a day that is not a Business Day, then the last day for giving or replying to such notice, meeting such deadline or undertaking any such other action shall be the next succeeding Business Day. As used in this Agreement, "Business Day" shall mean any day of the week other than a Saturday or Sunday on which offices of the City are open to the public for carrying on substantially all City functions. The use in this Agreement of the words "including", "such as" or words of similar import when used with reference to any general term, statement or matter shall not be construed to limit such statement, term or matter to the specific statements, terms or matters, unless language of limitation, such as "and limited to" or words of similar import are used with reference thereto. In the event of a conflict between the Recitals and the remaining provisions of this Agreement, the remaining provisions shall prevail. Any reference to this Agreement includes any modification made in accordance with the terms hereof.

IN WITNESS WHEREOF, the City and the Property Owner have each caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

CITY:

	y of San Francise o,	
by and through	its Public Dulities	Zommissio

Signature:

Printed Name:

Title:

Planning - Regulation Compliance

PROPERTY OWNER:

1400 MISSION ACQUISITION LP

DELAWARE LIMITED PARTNERSHIP

Signature:

Printed Name:

LEO SHAPLAND

Title:

SENIOR DIRECTOR, TISHMAN SPEYER PROPERTIES LP SOLELY IN ITS CAPACITY AS THE OWNERS DESIGNATED

REPRESENTATIVE AND AGENT, AND NOT INDIVIDUALLY

Exhibits:

A Legal Description

B Stormwater Management Plan (maximum size 11" x 14")

C BMP Maintenance Schedule

D BMP Inspection Checklist

ACKNOWLEDGMENT

State of California County of <u>Sah tyanaku</u>)
On January 12, 2015 before me, Danulle Frip, notary public (insert name and title of the officer)
personally appeared <u>(LD Shapland</u> 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. DANIELLE EIPP Commission # 2077463 Notary Public - California San Francisco County
Signature Seal) My Comm. Expires Aug 9. 2018 (Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

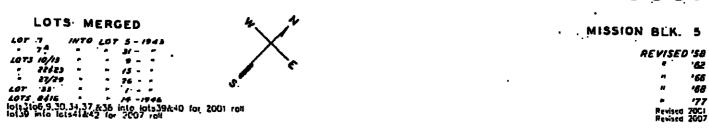
CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of California County of Sam Date Here Insert Name and Title of the Officer personally appeared Name(s) of Signer(s) who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/aresubscribed 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. ROSIE L. SCOT Signature NOTARY PUBLIC - CALIFORNIA SAN FRANCISCO COUNTY Signature of Notary Public omm. Expires Feb. 20, 2019 Place Notary Seal Above **OPTIONAL** Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document. **Description of Attached Document** Title or Type of Document: Document Date: ___ Number of Pages: _____ Signer(s) Other Than Named Above: _ Capacity(ies) Claimed by Signer(s) Signer's Name: Signer's Name: _ ☐ Corporate Officer — Title(s): ☐ Corporate Officer — Title(s): _ ☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General [] Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Trustee ☐ Guardian or Conservator ☐ Other: ☐ Other:

Signer is Representing:

Signer Is Representing:

Exhibit A



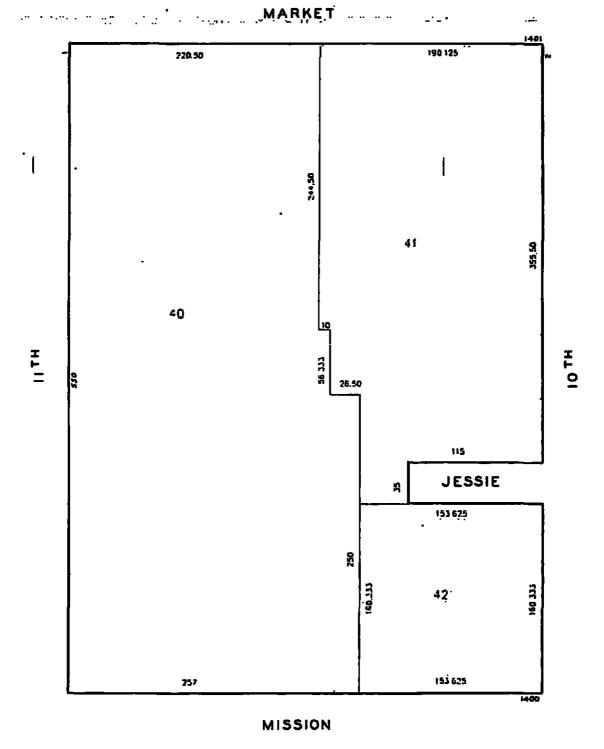
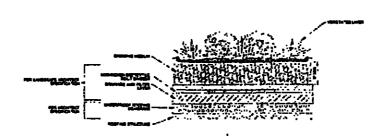


Exhibit: A - Assessor's Block Map

Exhibit B

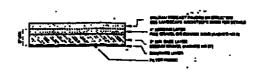




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STORMWATER DETAILS

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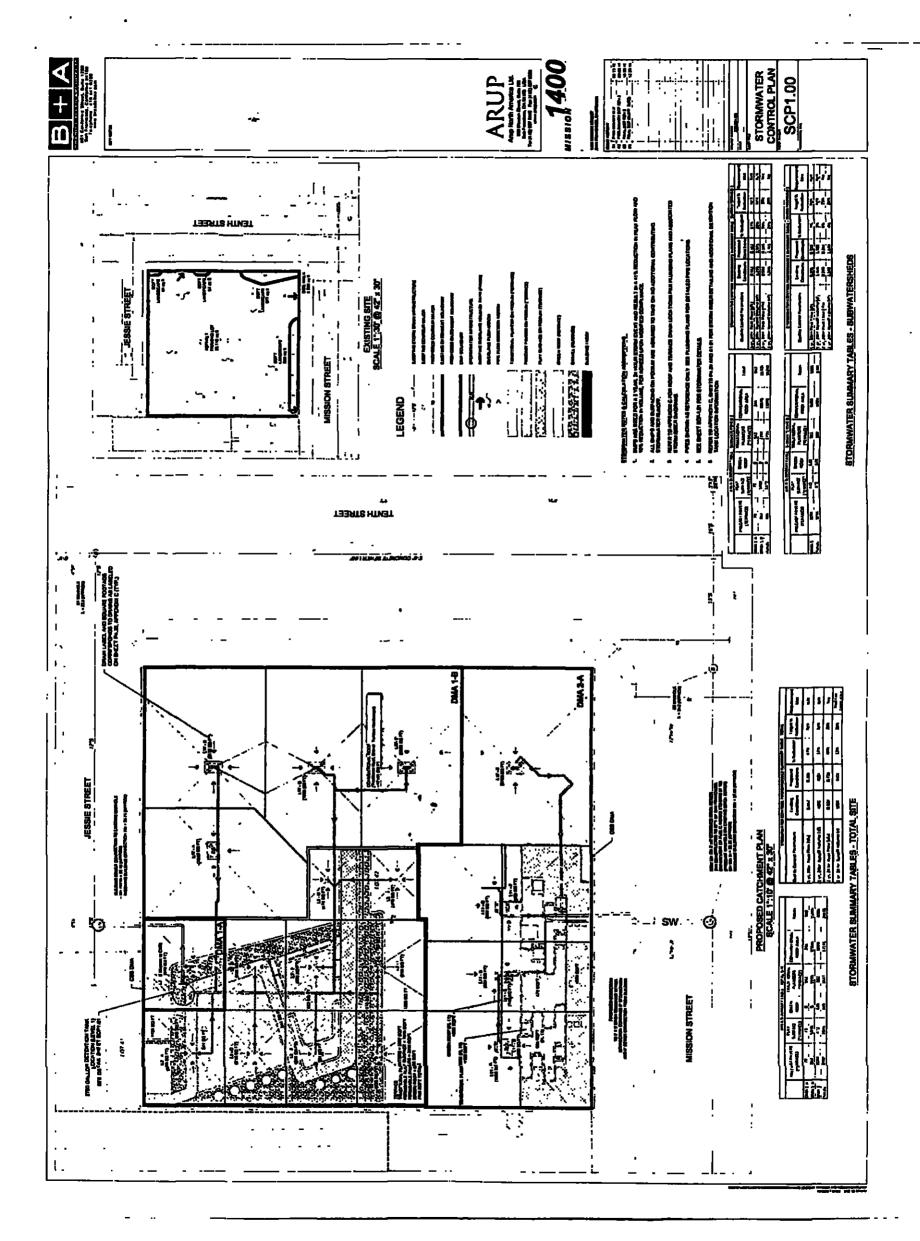


Exhibit C





STORMWATER CONTROL PLAN TECHNICAL REPORT TEMPLATES

This template can be used to complete the BMP Maintenance Schedule section of the Stormwater Control Plan (SCP) Technical Report.

SECTION 5: BMP MAINTENANCE SCHEDULE

The Final BMP Maintenance Schedule(s) will be recorded with the Maintenance Agreement.

Develop a Maintenance Schedule for each BMP type using the template below. A separate BMP Maintenance Schedule is required for each BMP type. Refer to the typical maintenance activities in **Appendix A: BMP Fact Sheets** in the *Guidelines* for recommended activities and frequency. Edit the recommended activities provided in the Fact Sheets to reflect the specific proposed design.

Vegetated Roof	BMP 1
BMP type (e.g. Swale, etc.)	BMP ID(s) (e.g. SW-01, or SW-01 to SW-04)

MAINTENANCE SCHEDULE

Maintenance activity(ies)	Schedule	
Clean visible drainage features Maintenance of permanent irrigation (if Present), including monitoring of irrigation schedule	Semi-annually or as needed	
Replace dead vegetation and remove weeds or excessive leaf litter or trash Repair eroded areas	Annually or as needed	



STORMWATER CONTROL PLAN TECHNICAL REPORT TEMPLATES

This template can be used to complete the BMP Maintenance Schedule section of the Stormwater Control Plan (SCP) Technical Report.

SECTION 5: BMP MAINTENANCE SCHEDULE

BMP type (e.g. Swale, etc.)

The Final BMP Maintenance Schedule(s) will be recorded with the Maintenance Agreement. Develop a Maintenance Schedule for each BMP type using the template below. A separate BMP Maintenance Schedule is required for each BMP type. Refer to the typical maintenance activities in Appendix A: BMP Fact Sheets in the Guidelines for recommended activities and frequency. Edit the recommended activities provided in the Fact Sheets to reflect the specific proposed design. Detention Tank BMP 2

MAINTENANCE SCHEDULE

BMP ID(s) (e.g. SW-01, or SW-01 to SW-04)

Maintenance activity(ies)	Schedule
Remove litter, oil, and grease from inlet and outlet areas	Semi-annually (beginning and end of rainy season)
Remove accumulated sediment when the 0.5 to 1-ft deep sediment storage zone is full - may require special disposal if sediment contains metals or trace organic compounds	Bi-annually or as needed

Exhibit D





STORMWATER CONTROL PLAN TECHNICAL REPORT TEMPLATES

This template can be used to complete the BMP Inspection Checklist section of the Stormwater Control Plan (SCP) Technical Report.

SECTION 6: BMP INSPECTION CHECKLIST

The Final BMP Inspection Checklist(s) will be recorded with the Maintenance Agreement.

Develop an Inspection Checklist for each BMP type using the template below. A separate BMP Inspection Checklist is required for each BMP type. This Checklist will be used by the owner or the owner's representative for the annual self-certification inspection. Refer to the Typical Inspection activities in **Appendix A:**BMP Fact Sheets in the Guidelines for recommended activities and frequency. Edit the recommended activities provided in the Fact Sheets to reflect the specific proposed design.

Vegetated Roof	•	BMP 1
BMP type (e.g. Swale, etc.)		BMP ID(s) (e.g. SW-01, or SW-01 to SW-04)

INSPECTION CHECKLIST

Inspection activity(ies)	Schedule
Periodically inspect vegetation and irrigation (if present), Water as-needed to ensure vegetation establishes itself.	First year or until vegetation is established
Inspect visible drainage features to ensure drainage is free-flowing and not clogged with sediment.	Semi-annually and/or following large storm events
	
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STORMWATER CONTROL PLAN TECHNICAL REPORT TEMPLATES

This template can be used to complete the BMP Inspection Checklist section of the Stormwater Control Plan (SCP) Technical Report.

SECTION 6: BMP INSPECTION CHECKLIST

The Final BMP Inspection Checklist(s) will be recorded with the Maintenance Agreement.

Develop an Inspection Checklist for each BMP type using the template below. A separate BMP Inspection Checklist is required for each BMP type. This Checklist will be used by the owner or the owner's representative for the annual self-certification inspection. Refer to the Typical Inspection activities in **Appendix A:**BMP Fact Sheets in the Guidelines for recommended activities and frequency. Edit the recommended activities provided in the Fact Sheets to reflect the specific proposed design.

Detention Tank	BMP 2	
BMP type (e.g. Swale, etc.)	BMP ID(s) (e.g. SW-01, or SW-01 to SW-04)	

INSPECTION CHECKLIST

INSPECTION CHECKLIST		
Inspection activity(ies)	Schedule	
Inspect vault twice during first wet season of operation, setting cleaning frequency accordingly	Post-construction	
Inspect for cracks, inlet or outlet area erosion, and clogging	Semi-annually	
	l i	

RECORDING REQUESTED BY
)
And When Recorded Mail to
)
Name 1400 Mission Acquisition LP c/o Tishman Speyer Properties)

Address One Bush Street suite 450

City San Francisco

 San Francisco Assessor-Recorder
Carmen Chu, Assessor-Recorder
DOC- 2015-K074523-00
Check Number 5832
Thursday, JUN 11, 2015 13 29 36
Ttl Pd \$45 00 Rcpt # 0005165718
DMB/AB/1-11

Space Above This Line For Recorder's Use

This notice amends the Notice of Special Restrictions previously recorded on April 16, 2013 at Document No 2013-J637411 and replaces those provisions described herein in their entirety

NOTICE OF SPECIAL RESTRICTIONS UNDER THE PLANNING CODE

I, (We)1400 Mission Acquisition LP the owner(s) of that certain real property situated in the City and County of San Francisco, State of California, more particularly described as follows

(PLEASE SEE THE LEGAL DESCRIPTION ATTACHED AT EXHIBIT A)

Being Assessor's Block 3507, Lot 042, commonly known at 1400 Mission Street hereby give notice that there are special restrictions on the use of said property under Part II, Chapter II of the San Francisco Municipal Code (Planning Code)

Said restrictions consist of conditions attached to **Section 309 Application No 2011 1043X** (for the property located at 1400 Mission Street (Block 3507 Lot 42)) by the Planning Commission of the City and County of San Francisco on January 17, 2013 as set forth in Planning Commission Motion No 18783, to the approval of a Section 309 Determination of Compliance and Request for an Exception for the reduction of ground-level wind currents under Planning Code Section 148, off-street loading requirements under Planning Code Section 152 1, and rear yard requirements under Planning Code Section 134(d), to construct a 10-15 story approximately 150-foot tall building with approximately 190 affordable dwelling units and approximately 4 350 gsf of ground floor commercial space at 1400 Mission Street, within the C-3-G (Downtown General) District and the 150S/200S height and bulk district and adopting findings under the California Environmental Quality Act

The revised restrictions and conditions of which this amended notice is hereby given are

10 Affordable Units

c Unit Location and Unit Size The affordable units shall be designated on a reduced set of plans recorded as a Notice of Special Restrictions on the property prior to the issuance of the first construction permit

For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www sf-planning org or the Mayor's Office of Housing at 415-701-5500 www sf-moh org

Modifications to Unit Location and Unit Size As a result of construction, the plans dated March 22 2013 ("2013 Plans") and recorded with the 2013 NSR are modified with respect to the following locations and size as shown on the asbuilt plans dated July 11 2014 (As-Built Plans") attached hereto as Exhibit B, as follows The 812 square foot, 2-bedroom unit on the 2nd floor of the 2013 Plans is identified as an affordable unit under Planning Code Section 124(f) The 940 square foot 2-bedroom unit on the 13th floor of the 2013 Plans is identified as an on-site BMR unit under Planning Code Section 415

The As-Built Plans reflect the following changes to both units. The 2nd floor 2bedroom unit was enlarged by 128 square feet as the result of the omission of a redundant interior corridor on the 2nd floor, resulting in a 940 square foot unit. To maintain compliance with the required total minimum BMR unit square footage the As-Built Plans show the 2-bedroom unit on the 2nd floor as an on-site BMR unit under Planning Code Section 415 and the 2-bedroom unit on the 13th floor as an affordable unit under Planning Code Section 124(f)

The use of said property contrary to these special restrictions shall constitute a violation of the Planning Code, and no release modification or elimination of these restrictions shall be valid unless notice thereof is recorded on the Land Records by the Zoning Administrator of the City and County of San Francisco, except that in the event that the zoning standards above are modified so as to be less restrictive and the uses herein restricted are thereby permitted and in conformity with the provisions of the Planning Code this document would no longer be in effect and would be null and void

Dated June 8, 2015 at San Francisco Camon 1400 Mission Acquisition LP,

at San Francisco California

Signature of owner

Authorized Signatory Carl D. Shannon

ACKNOWLEDGMENT

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

State of California County of Saw trancisco
On Juye 8, 7015 before me, Betty M Dankas, Notary Public (insert name and title of the officer)
personally appeared
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)(s) are subscribed to the within instrument and acknowledged to me that ne/she/they executed the same in his/her/their authorized capacity(iee) and that by his/her/their signature(e) on the instrument the person(e), 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 WITNESS my hand and official seal Commission # 1984108 Rotary Public - California Contra Costa County
Signature Roules (Seal)

LEGAL DESCRIPTION

EXHIBIT "A"

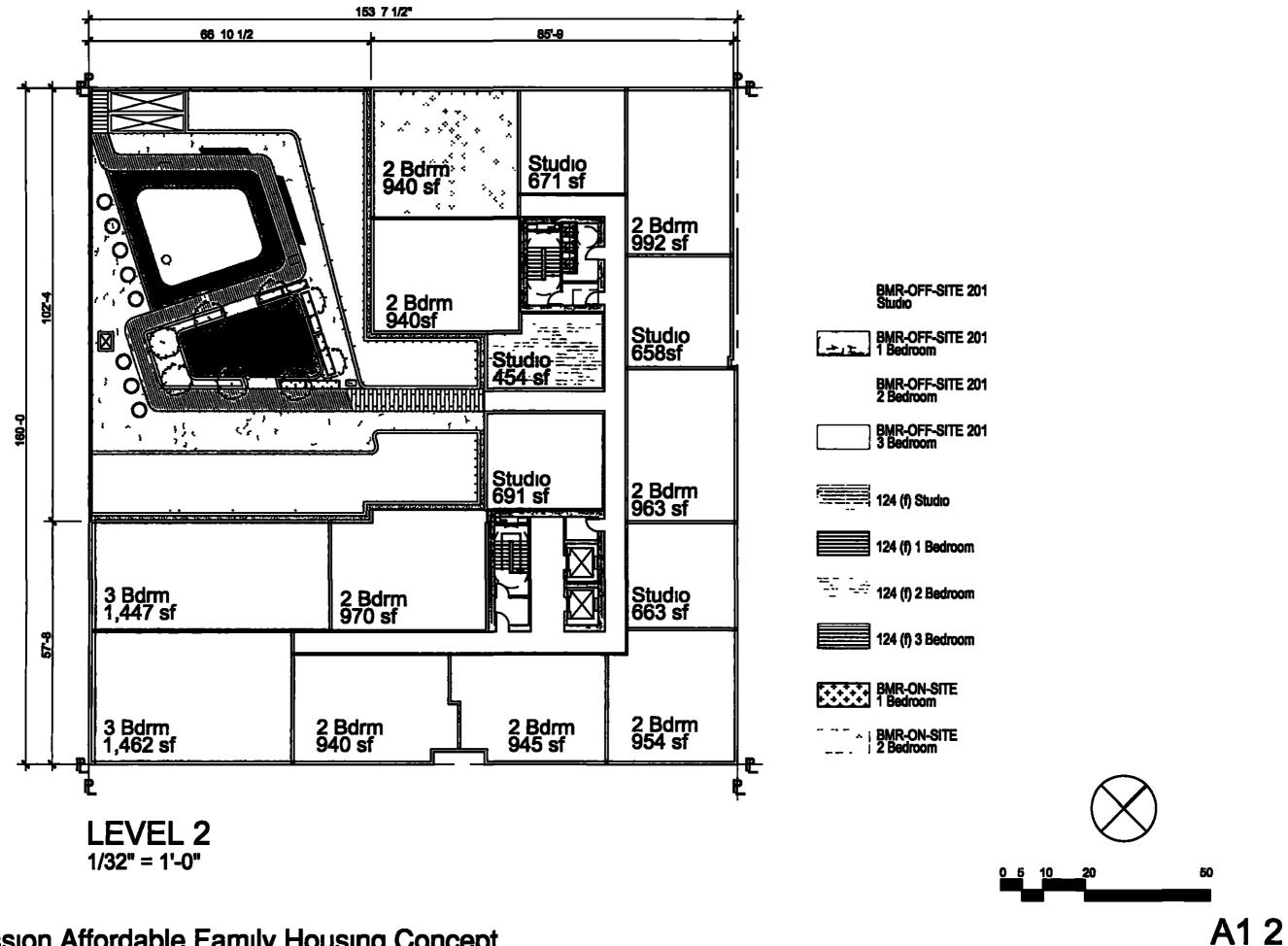
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Lot 42, as shown on the Map entitled "a subdivision of the lands described in 1543 O R. 750 also being a subdivision of Lot 39 of Assessors's Block 3507" which was filed January 5, 2006 in Book 46 of Parcel Maps at Page 136, in the office of the Recorder of the City and County of San Francisco, State of California

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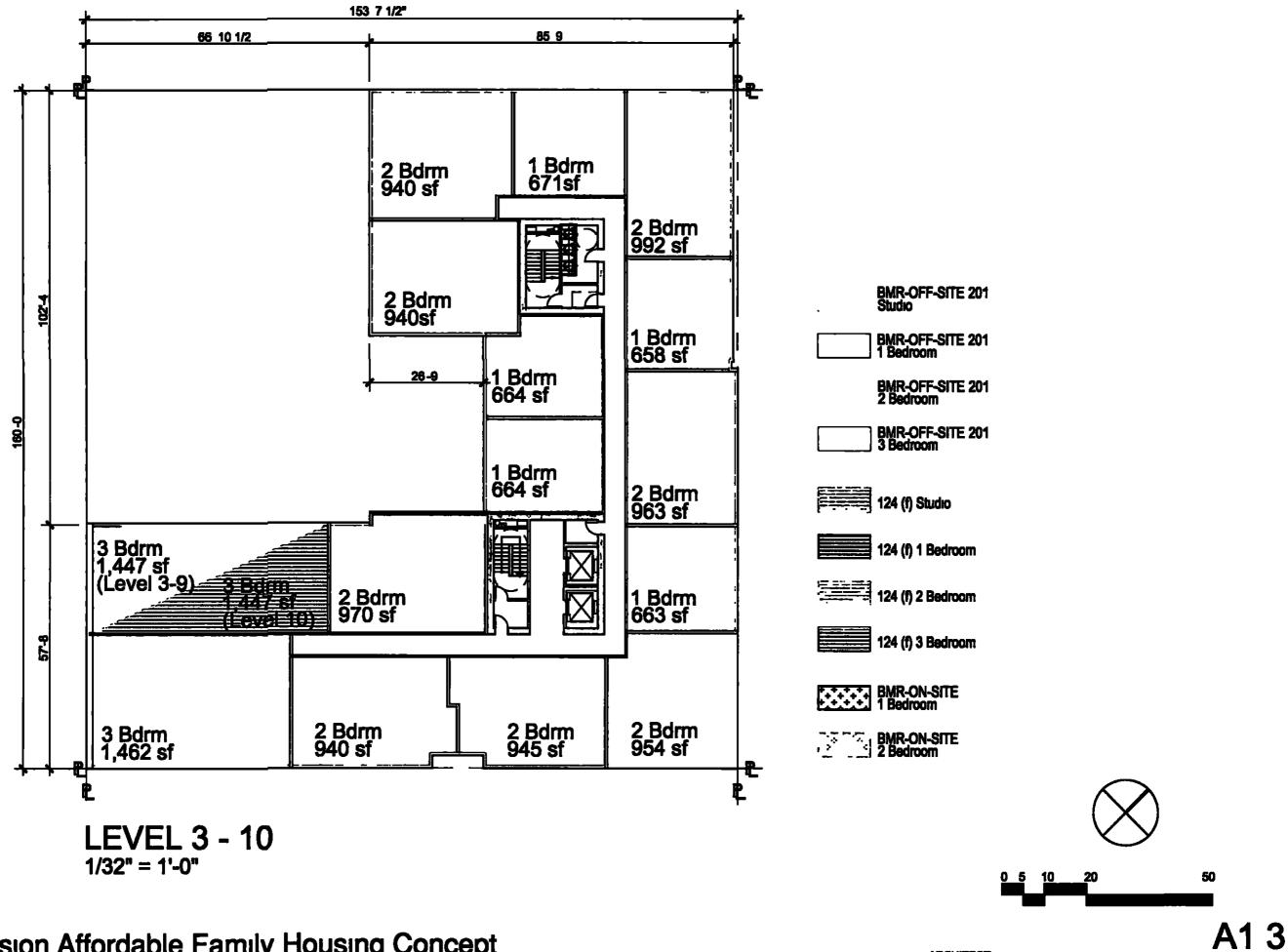
APN 3507-042

EXHIBIT B AS-BUILT PLANS



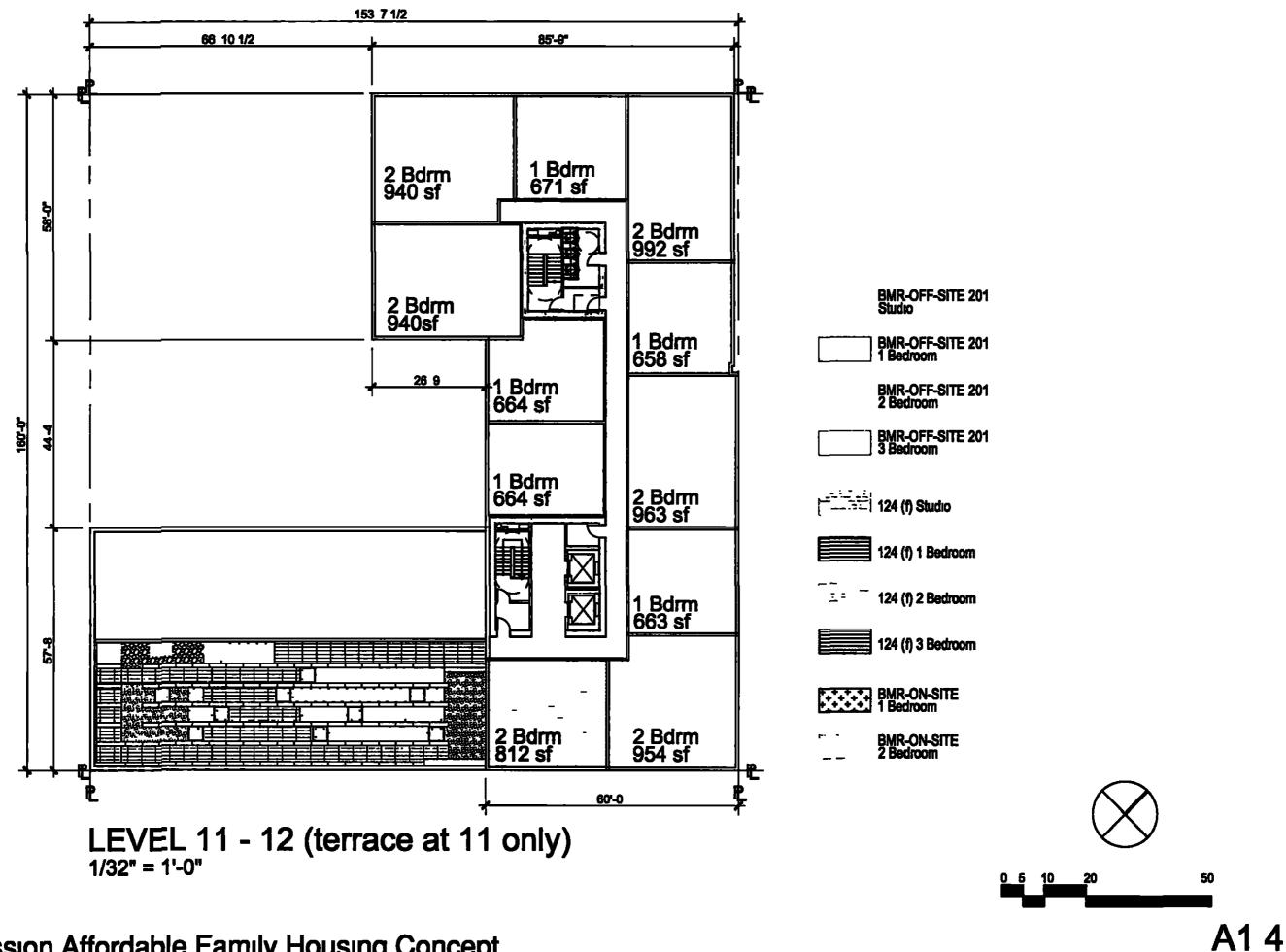
1400 Mission Affordable Family Housing Concept SAN FRANCISCO, CALIFORNIA

Steve Perry 415 441 0789

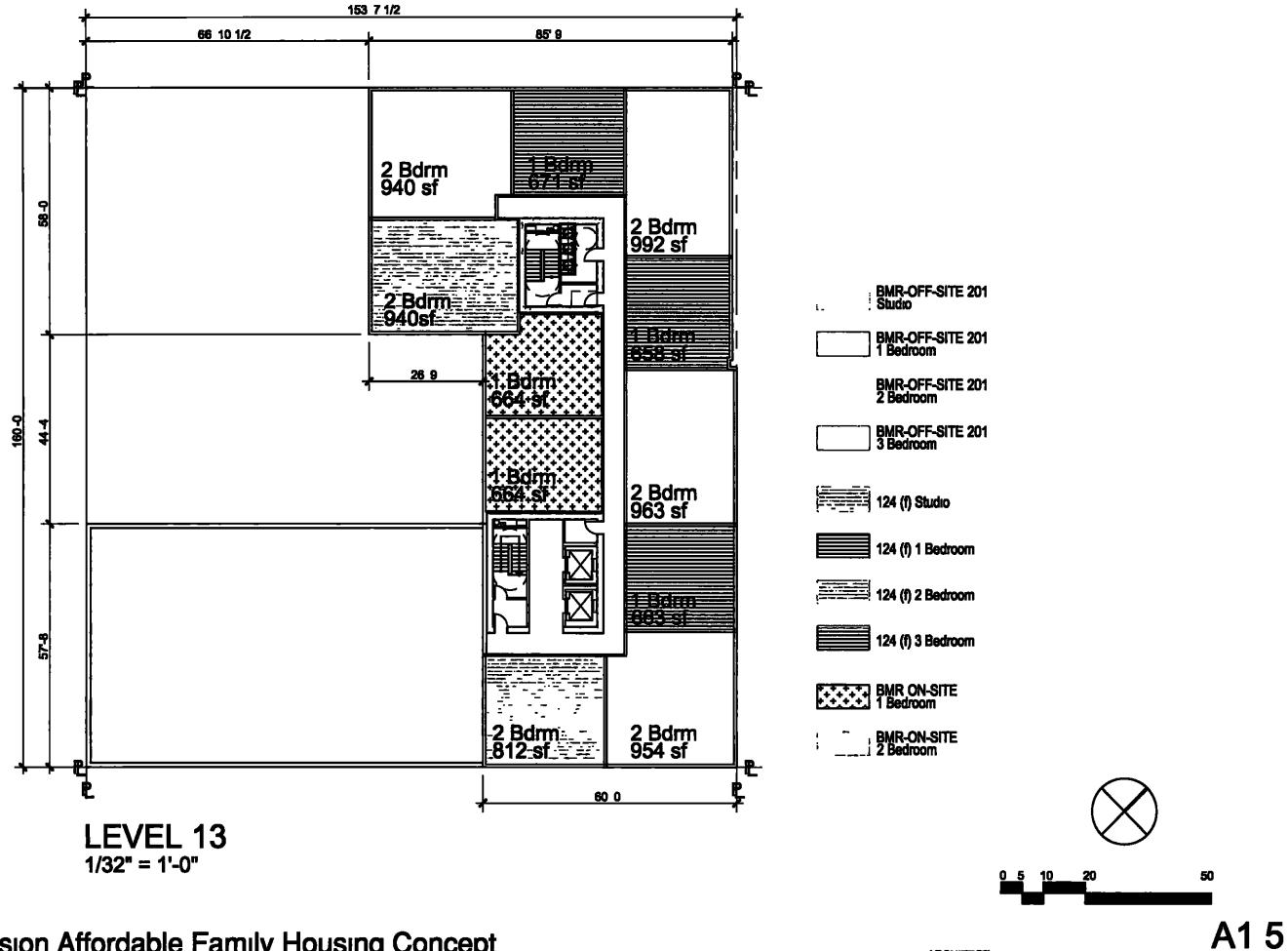


> ARCHITECT

BRAND + ALLEN ARCHITECTS, INC 601 California St. Suite 1200 San Francisco CA 94108 Steve Perry 415 441 0789 B + A

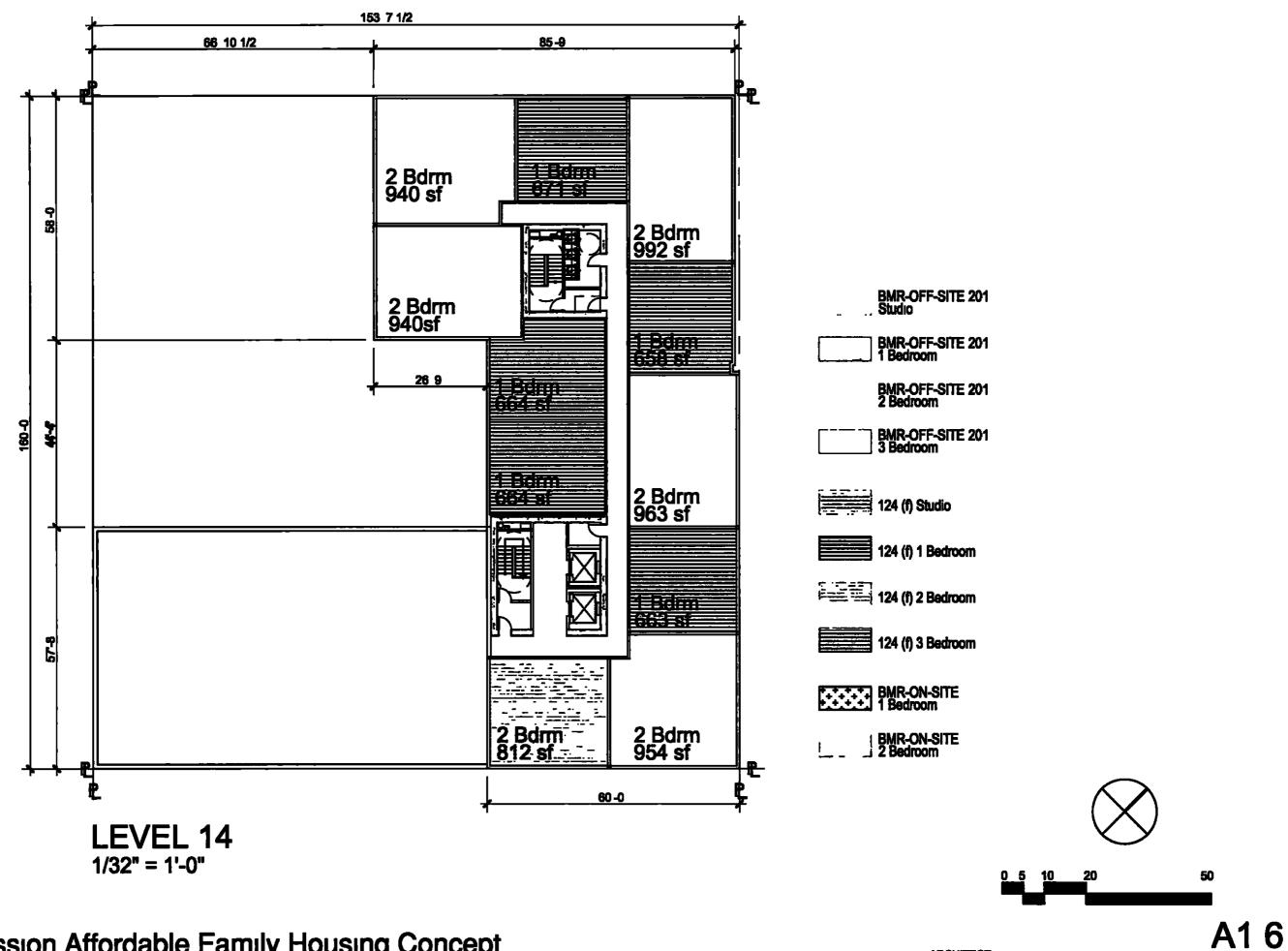


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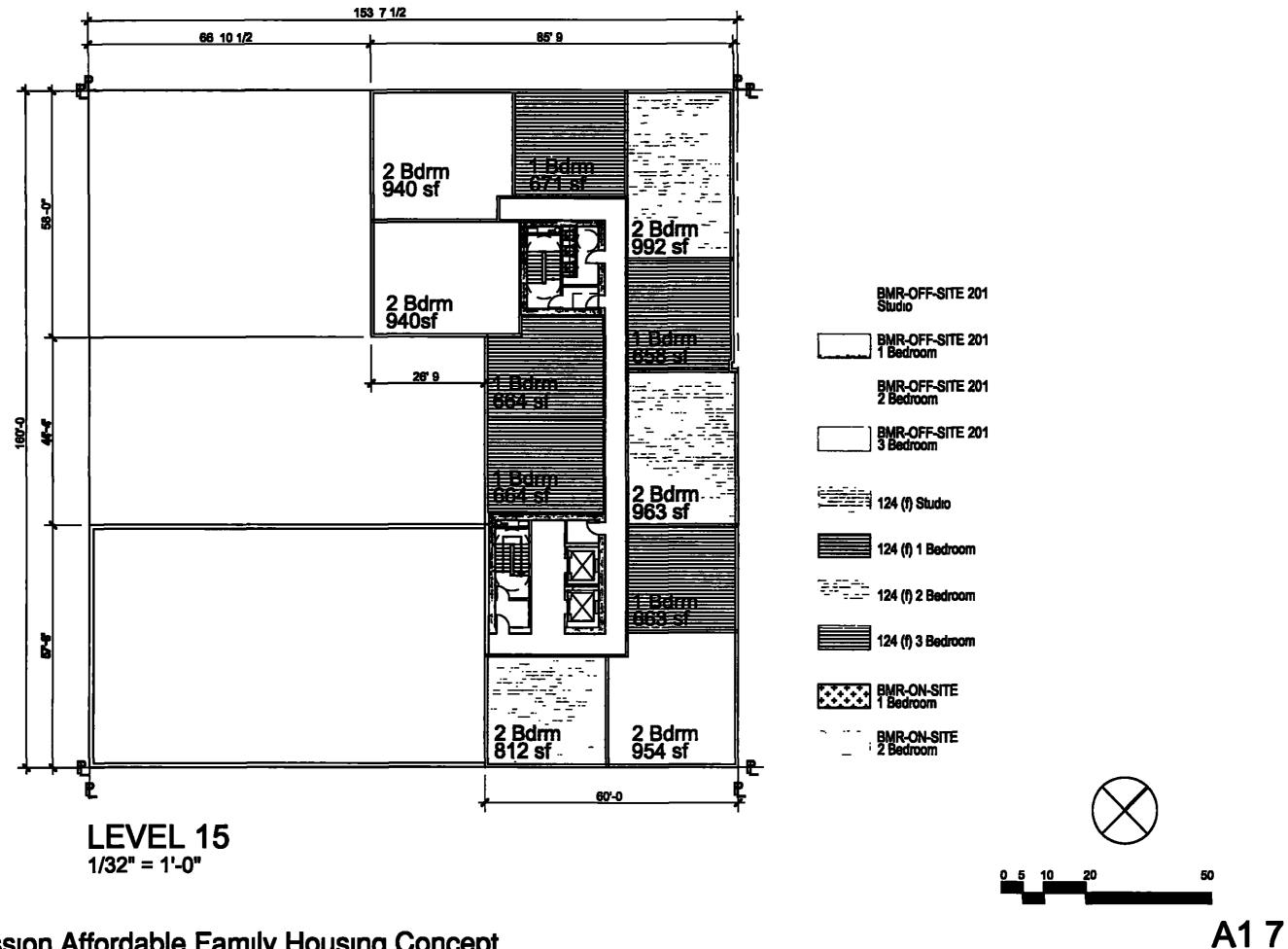


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BRAND + ALLEN ARCHITECTS INC 601 California St. Suite 1200 San Francisco CA 94108 Steve Perry 415 441 0789



> ARCHITECT



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Steve Perry 415 441 0789

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