

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

WHEN RECORDED MAIL TO:

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

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AGREEMENT AND GRANT OF EASEMENT

**SUBSURFACE TIEBACKS AND
MAINTENANCE ACCESS**

AGENCY: Military Department

PROJECT: Westside Recycled Water Project

FILE: TR12015

FISCAL: DGS000000134695

San Francisco County APN: 7281-004 (portion) — 100 Armory Drive, San Francisco

THIS AGREEMENT AND GRANT OF EASEMENT ("**Agreement**") is made and entered into this _____ day of _____, 2017, by and between the STATE OF CALIFORNIA, acting by and through its DEPARTMENT OF GENERAL SERVICES ("**DGS**") on behalf of the CALIFORNIA MILITARY DEPARTMENT ("**CMD**"), (hereinafter collectively referred to as "**STATE**") on one hand, and the CITY AND COUNTY OF SAN FRANCISCO, a consolidated public body, corporate and politic, on the other hand ("**CITY**"). The STATE and CITY are collectively referred to as the "**PARTIES**". Capitalized terms used in this Agreement shall have the meanings ascribed to them by the section in which such term is first defined. This Agreement includes all exhibits attached hereto.

RECITALS

- A. STATE is the owner of certain property consisting of approximately \pm 7.689 acres, and related improvements, located at 100 Armory Drive, San Francisco, County of San Francisco, State of California, with Assessor's Parcel Number 7281-004 (collectively the "**Servient Parcel**").
- B. CITY is the owner of certain property and related improvements, located at 3500 Great Highway, San Francisco, County of San Francisco, State of California, with Assessor's Parcel Number 7281-007 (the "**Dominant Parcel**").
- C. In order for CITY to complete the development and construction of the Westside Recycled Water Project (the "**Project**"), STATE quitclaimed a portion of the Servient Parcel to CITY, recorded on even date herewith (the "**Conveyance Property**") and CITY intends to develop and construct improvements on the Conveyance Property in connection with the Project.
- D. To carry out CITY's planned development of the Conveyance Property in connection with the Project, CITY requires an easement for subsurface tiebacks, as well as an easement for access and maintenance over a portion of the Servient Parcel.

E. STATE and CITY entered into this Agreement for the purpose of CITY receiving the easements for the purposes described below in this Agreement in that portion of the Servient Parcel referred to in this Agreement as the "**Maintenance Easement**" as more particularly described and depicted on the attached **Exhibits A and B**, along with an easement on, under, and across the "**Subsurface Tieback Area**" as more particularly described and depicted on the attached **Exhibits C and D**.

AGREEMENT

NOW THEREFORE, in consideration of the above recitals, all of which are expressly incorporated into this Agreement, and the mutual promises and covenants contained in this Agreement, the PARTIES agree as follows:

Pursuant to the provisions of Section 14666 of the Government Code of the State of California, STATE, hereby grants unto CITY, its successors and assigns forever, a non-exclusive easement benefitting and appurtenant to the Dominant Parcel to use the Subsurface Tieback Area to install, locate, relocate, construct, reconstruct, alter, use, maintain, inspect, repair, and abandon in place subsurface tie-backs, at such locations and elevations greater than twenty five (25) feet below any structure, necessary for CITY's development, along with the Maintenance Easement for the purposes of construction staging, surface inspection of earth support structures, and access to and maintenance of the Conveyance Property in connection with the Project in, upon, over, on, under, and across the Servient Parcel (the "**Permitted Uses**"), to carry out the Permitted Uses. CITY shall make reasonable efforts to avoid unreasonable interference with, or unreasonable burdening of, the Servient Parcel or STATE's use thereof.

The benefits and burdens of the Agreement will benefit and burden the Dominant Parcel and the Servient Parcel and run with the land in accordance with California Civil code sections 1460-1471. Each covenant of either party to this Agreement to do or refrain from doing some act stated in this Agreement is expressly for the benefit of the land of the other party to this Agreement that is described in this Agreement. The successive owners of each of those properties owned by either party are bound by this Agreement for the benefit of the other property. Each covenant runs with both the land owned by or granted to the STATE and the land owned or granted to the CITY and will benefit or be binding on each successive owner, during his, her, or its ownership, of any portion of the land affected by this Agreement and on each person having any interest in it derived through any owner thereof. This Agreement shall be recorded on even date with the Quit Claim of the Conveyance Property in the Official Records of the City and County of San Francisco.

The Easements granted herein are subject to the terms, conditions, limitations, and covenants, consisting of one (1) page on the attached **Exhibit E**, which shall run with the Easements granted herein, and the CITY, successors and assigns, by acceptance of these Easements, agrees to abide by, perform and observe each and all of said terms, limitations, conditions, and covenants set forth therein.

The attached **Exhibits A, B, C, D, and E** are hereby made a part of and incorporated into this Agreement.

IN WITNESS WHEREOF, STATE has caused its named to be affixed hereto and this instrument to be executed by its duly authorized officer.

STATE

STATE OF CALIFORNIA
Department of General Services
Daniel C. Kim, Director

By: _____
Michael P. Butler, Chief
Real Property Services Section

Date: _____

Approved:
California Military Department

By: Thomas J. Clarke
Thomas Clarke
CW4 CA ARNG
Chief, Procurement Branch

Date: 9/20/17

CITY

CITY AND COUNTY OF SAN FRANCISCO
a consolidated public body, corporate and politic

By: _____
John Updike
Director of Property

Date: _____

Approved as to Form:

By: _____
Richard Handel
Deputy City Attorney

Date: _____

Mail Tax Statements to the Name and Address Stated Above

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed dated _____, from the STATE to the City and County of San Francisco, is hereby accepted pursuant to Board of Supervisors' Resolution No. 18110 Series of 1939, approved August 7, 1957, and STATE consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____

JOHN UPDIKE
Director of Property
City and County of San Francisco

CALIFORNIA ALL PURPOSE NOTARY ACKNOWLEDGEMENT

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 Sacramento } SS.

On 20 September 2017, before me, Jesús Armando Martínez
Date

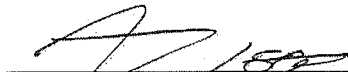
personally appeared Thomas E. Clarke

who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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.

FOR NOTARY SEAL OR STAMP

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

WITNESS my hand and official seal.


Signature of Notary Public

SGT Martínez, Jesús 9800 Goethe Road
Military Notary
Auth: 10615.C.1044a Sacramento, CA 95826
OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Names Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator

EXHIBIT E

This Agreement and the Easement granted herein is subject to the following terms and conditions:

1. This Grant is subject to existing contracts, leases, licenses, easements, encumbrances, and claims that may affect said real property and the use of the word "Grant" herein shall not be construed as a covenant against the existence of any thereof.
2. CITY waives all claim against STATE, its officers, agents, and employees, for loss or damage caused by, arising out of, or in any way connected with the exercise of this Easement, except those arising out of the sole negligence or intentional misconduct of STATE, its officers, agents, and employees, and CITY agrees to protect, save harmless, indemnify, and defend STATE, its officers, agents and employees from any and all loss, damage or liability, including, without limitation, all legal fees, expert witness or consultant fees and expenses related to the response to, settlement of, or defense of any claims or liability which may be suffered or incurred by STATE, its officers, agents, and employees caused by, arising out of, or in any way connected with exercise by CITY of the rights hereby granted, except to the extent of those arising out of the sole negligence or intentional misconduct of STATE, its officers, agents and employees.
3. STATE reserves the right to use said real property in any manner, provided such use does not materially interfere with CITY's rights hereunder.
4. Subject to the last sentence of this Section 4, STATE reserves the right to require CITY, at STATE expense, to remove and relocate all improvements placed by CITY upon said real property, upon determination by STATE that the same interfere with future development of State's property. In the event of such removal or relocation, CITY shall forthwith, upon service of written demand and written confirmation of the new easement location, deliver to STATE a Quitclaim Deed, to its right, title and interest hereunder. Should CITY fail or refuse to deliver said Quitclaim Deed, STATE may record, in the Recorder's Office of the County in which said real property is located, a written notice reciting said failure, and such recordation shall, after ten (10) days from the date of recordation of said notice, be conclusive evidence of such termination against CITY. Within 180 days after STATE's written notice and demand for removal and relocation of the improvements, CITY shall remove and relocate the improvements to a feasible location on the property of STATE, as designated by STATE, and STATE shall furnish CITY with an easement in such new location, on the same terms and conditions as herein stated, all without cost to CITY, and CITY thereupon shall re-convey to STATE the easement herein granted. Notwithstanding anything else in this Agreement, under no circumstance will CITY have any obligation arising under this Agreement to remove any portion of the subsurface tiebacks (or related appurtenances) or any portion of the structure(s) that may be constructed by CITY on, under, or across the Conveyance Property.
5. In performing any work, including any excavation, on said real property of STATE, CITY shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground and any improvement thereon to as near the same condition as they were immediately prior to commencement of CITY's activities pursuant to this Easement as is practicable.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT A

Legal Description of Maintenance Easement Area

February 13, 2015

**Exhibit "A"
LEGAL DESCRIPTION
Maintenance Easement**

All that real property situate in the City and County of San Francisco, State of California, being a portion of that certain landscape easement described in that deed recorded June 20, 1990 in Reel F150 Official Records Image 625, Records of the City and County of San Francisco, and being more particularly described as follows:

BEGINNING at the westerly corner of said landscape easement, said westerly corner being also the westerly corner of that parcel of land described in deed to State of California recorded August 19, 1953 in Book 6214 of Official Records, Page 498, Records of City and County of San Francisco, State of California;

thence southeasterly along the southerly line of said landscape easement South $76^{\circ}41'15.7''$ East, 58.35 feet to the **TRUE POINT OF BEGINNING**;

thence North $43^{\circ}33'20.1''$ West, 39.18 feet;

thence North $19^{\circ}11'44.5''$ East, 144.92 feet;

thence South $67^{\circ}37'31.6''$ East, 10.52 feet to the face of an existing concrete retaining wall;

thence continuing southerly along said wall the following bearings and distances:

thence South $19^{\circ}25'26.5''$ West, 94.05 feet;

thence South $69^{\circ}42'41.6''$ East, 5.14 feet;

thence South $18^{\circ}22'14.3''$ West, 27.98 feet;

thence South $46^{\circ}36'56.5''$ West, 21.08 feet;

thence South $43^{\circ}06'41.4''$ East, 43.91 feet to the southerly line of said landscape easement;

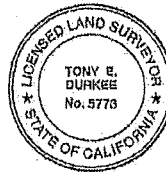
thence leaving said retaining wall North $76^{\circ}41'15.7''$ West, along said southerly line of the landscape easement 10.07 feet to the **TRUE POINT OF BEGINNING**.

Containing 1,857 square feet, more or less.

A plat showing the above-described parcel is attached herein and made a part hereof as Exhibit "B".

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

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



END OF DESCRIPTION

EXHIBIT B

Map of Maintenance Easement Area

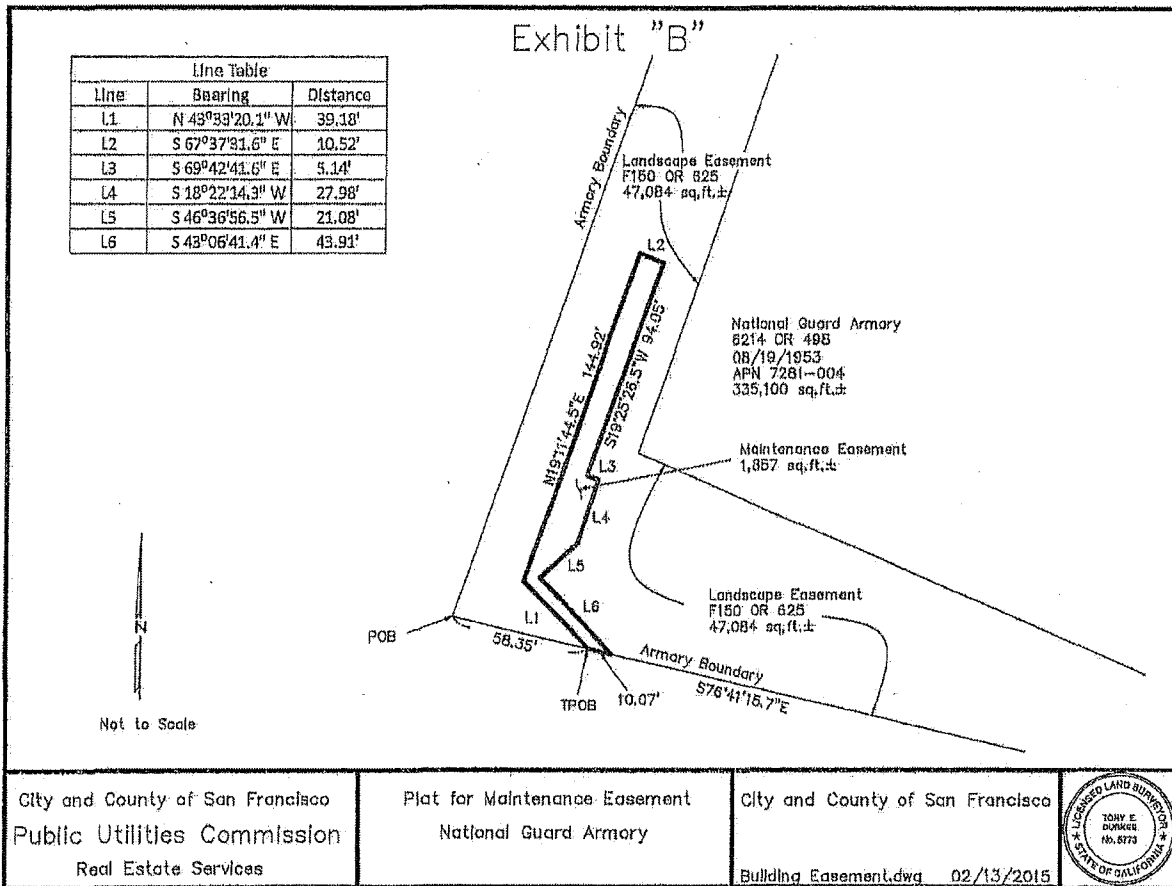


EXHIBIT C

Legal Description of Subsurface Tieback Area

June 27, 2016

Exhibit "A"
LEGAL DESCRIPTION
Subsurface Tieback Area

All that real property situate in the City and County of San Francisco, State of California, being a portion of that certain Parcel described in that deed recorded August 19, 1953 in Vol. 6214 Official Records Page 498, Records of the City and County of San Francisco, and being more particularly described as follows:

BEGINNING at the westerly corner of said parcel;
thence North $19^{\circ}18'44.3''$ East, 170.11 feet along the westerly line of said parcel to the **TRUE POINT OF BEGINNING**;
thence South $67^{\circ}37'31.6''$ East, 22.90 feet;
thence South $19^{\circ}11'44.5''$ West, 144.92 feet;
thence South $43^{\circ}33'20.1''$ East, 39.18 feet;
thence South $76^{\circ}41'15.7''$ East, 52.51 feet;
thence North $46^{\circ}26'39.9''$ East, 61.30 feet;
thence North $43^{\circ}33'20.1''$ West, 33.97 feet;
thence North $46^{\circ}26'39.9''$ East, 11.08 feet;
thence North $19^{\circ}11'44.5''$ East, 168.85 feet;
thence North $70^{\circ}48'15.5''$ West, 112.68 feet;
thence South $19^{\circ}18'44.3''$ West, 90.00 feet to the **TRUE POINT OF BEGINNING**.

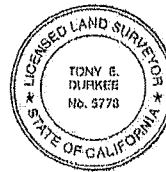
Containing 25,203 square feet, more or less.

A plat showing the above-described parcel is attached herein and made a part hereof as Exhibit "B".

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

Tony E. Durkee

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

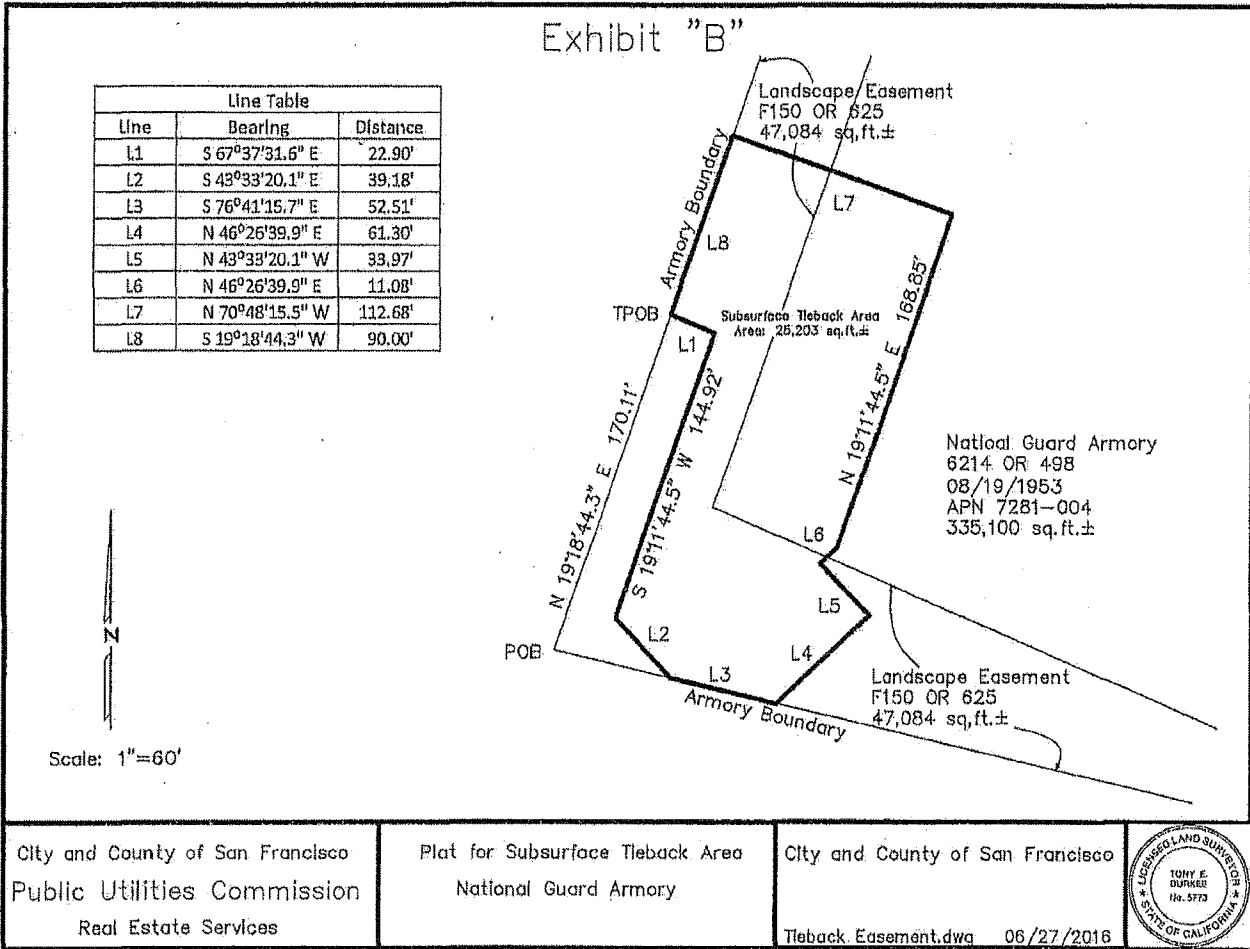


END OF DESCRIPTION

Page 1 of 1

EXHIBIT D

Map of Subsurface Tieback Area



**RIGHT TO ENTER AND CONSTRUCT
INDEMNIFICATION AND LICENSE AGREEMENT**

This Right to Enter and Construct, Indemnification, and License Agreement (this "**License**"), dated for reference purposes only as of _____, 2017, is made by and between the STATE OF CALIFORNIA, acting by and through the Director of the DEPARTMENT OF GENERAL SERVICES (DGS), with the approval of the MILITARY DEPARTMENT, (collectively the "**STATE**"), and THE CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**CITY**").

RECITALS:

WHEREAS, STATE owns and controls certain real property located at the San Francisco Armory, 100 Armory Drive, San Francisco, California 94132 (the "**Property**");

WHEREAS, STATE has agreed to quitclaim to CITY, and City has agreed to accept, a portion of the Property consisting of approximately 4,252 square feet and depicted on the attached **Exhibit A** (the "**Conveyance Property**") in order for CITY to construct improvements thereon in connection with CITY's Westside Recycled Water Project (the "**Project**");

WHEREAS, STATE has agreed to grant to CITY, and City has agreed to accept, two easements across portions of the Property in connection with City's Project, one consisting of approximately 25,203 square feet and depicted on the attached **Exhibit B** (the "**Tie Back Easement**") for the installation, location, relocation, construction, reconstruction, alteration, use, maintenance, inspection, repair, and abandoning in place of subsurface tie-backs in connection with Project construction and the second consisting of approximately 1,857 square feet and depicted on the attached **Exhibit C** (the "**Maintenance Easement**") for continued surface inspection of earth support structures and maintenance of the Conveyance Property in connection with the Project;

WHEREAS, pending finalization of the quitclaim from STATE to CITY of the Conveyance Property, the granting from STATE to CITY of the Tie Back Easement and the Maintenance Easement, this License will allow CITY (i) enter upon and construct Project improvements on the Conveyance Property, (ii) enter upon and construct subsurface tie-backs within the area of the Tie Back Easement, and (iii) to enter upon and use approximately 2,092 square feet of the Property depicted on the attached **Exhibit D** (the "**Staging Area**") as a construction staging area for Project construction (the actions described in clause (i), (ii), and (iii) above are sometimes collectively referred to as the "**Activity**");

NOW, THEREFORE, it is mutually agreed between the STATE and CITY as follows:

1. **Grant of License** - STATE hereby grants to CITY, its employees, consultants, representatives, and contractors a License Agreement for a non-exclusive right to enter and exit upon the Property from CITY's adjacent property as shown in the site map referenced herein as Exhibit E to conduct the Activity (as further described in the Use section below) on and about those portions of the Property designated on Exhibit E as the areas of the Conveyance Property, the Tie Back Easement, and the Maintenance Easement.
2. **Use** - CITY may enter upon and use those portions of the Property designated on Exhibit A for the following purposes only:
 - (a) CITY may enter upon and construct Project improvements on the Conveyance Property;
 - (b) CITY may enter upon and construct subsurface tie-backs within the area of the Tie Back Easement, and
 - (c) CITY may enter upon and use the Staging Area for a staging area for construction lay down activities, including placing equipment and materials in support of the Project.STATE reserves the right to approve all activities on the Property, in part or in whole. If STATE requests that a part or all of any activity be changed, CITY shall comply immediately with STATE's request.
3. **Term** - The term of this License shall be for a period of three (3) years commencing on _____, 2017 and ending on _____, 2020, or such longer period if agreed to in writing by STATE and CITY.
4. **Early Termination** - Either party may terminate this License at any time by giving written notice to the other party at least sixty (60) days prior to the date when such termination shall become effective.

5. **Administrative Fee** – Before the release of the fully executed documents, CITY shall pay to the STATE the Purchase Price and Administrative Costs described in and pursuant to the Agreement for Conveyance and Acceptance of Real Property between STATE and CITY and executed and delivered concurrently with this License, in immediately available funds.
6. **Compliance with Laws** – CITY shall conduct said Activity in compliance with all applicable federal, state, and municipal statutes and ordinances, and with all applicable regulations, orders, and directives of appropriate governmental agencies (collectively, the “**Laws and Regulations**”), as such Laws and Regulations exist at the time of the Activity.
7. **Indemnity** – CITY shall hold harmless and indemnify as “Indemnitees” STATE, its affiliates, agents and employees, from and against any claims, demands, actions, suits, judgments, losses, damages, costs, or expenses incurred as a result of personal injury, bodily injury, or property damage (collectively, “**Liability**”) resulting from the Activity of CITY, its employees, consultants, representatives, or contractors. This Indemnity shall not extend to any Liability or any claim to the extent arising out of or resulting from the acts, omissions, negligence, or willful misconduct of “Indemnitees.”
8. **Notices** - All notices or other communications required or permitted hereunder shall be in writing with Project number TR12015B prominently displayed, and shall be personally delivered (including by means of professional messenger service) or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below. All such notices or other communications shall be deemed received upon the earlier of: (a) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice; (b) if mailed as provided above, on the date of receipt or rejection.

To the CITY: City and County of San Francisco
 Real Estate Division
 25 Van Ness Avenue, Suite 400
 San Francisco, CA 94102
 Office: (415) 554-9850

To the STATE:	CT ALLISON HSIEH Bldg. 950, Sixth Street Camp Parks RFTA Dublin, CA 94568	THOMAS WHITE Facilities and Engineering California Military Department 9800 Goethe Road, Box 18 Sacramento, CA 95826
---------------	--	--

Copies to: Sam Cooper
 Asset Management Branch
 Real Property Services Section
 Department of General Services
 State of California
 707 Third Street, 5th Floor MS-501
 West Sacramento, CA 95605
 Sam.Cooper@DGS.CA.GOV

9. **Insurance** - During the term of this License; CITY shall maintain the following insurance:
 - (a) Shall furnish a certificate of insurance along with a copy of all endorsements with the STATE's Project Number (TR12015) indicated on the face of said certificate and endorsements, issued to STATE with amounts of Commercial General Liability of at least ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence naming the State of California, its officers, agents and employees as additional insured. Prior to License execution, the certificate of insurance and endorsements shall be delivered to the **Department of General Services, 707 3rd Street, MS 501, West Sacramento, CA 95605.**

Said certificate of insurance and endorsements shall be issued by an insurance company with a rating of not less than A-X in Best's Insurance Guide. STATE reserves the right to review and reasonably adjust insurance requirements as necessary during the term of this License.

- (b) It is agreed that STATE will not be liable for the payment of any premiums or assessments on the insurance coverage required by this Paragraph. The certificate of insurance shall provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to STATE. CITY agrees that the insurance herein provided for shall be in effect at all times during the term of this License, all extensions thereof, holdover periods or any other occupancy of the Premises by CITY.
- (c) CITY shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Activities, including special coverage extensions where applicable, with employer's liability limits of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00). The policy shall contain a waiver of subrogation in favor of the State of California.
- (d) CITY shall furnish a certificate of automobile liability insurance with a limit of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for each accident, covering all owned hired and non-owned vehicles. The provisions in Paragraph 9(b) above also apply to this insurance.

The State of California, its officers, agents and employees are to be additional insured, and the certificate is to be delivered to the **Department of General Services, 707 3rd Street, MS 501, West Sacramento, CA 95605**. The certificate is to be delivered to the Department of General Services at the address listed in Paragraph 6(a) above.

- (e) If CITY is self-insured in whole or in part as to any of the above described types and levels of coverage, CITY shall provide STATE with written acknowledgment of this fact at the time of the execution of this Lease. The State may require financial information to justify CITY's self-insured status. If, at any time after the execution of this Lease, CITY abandons its self-insured status, CITY shall immediately notify STATE of this fact and shall comply with all of the terms and conditions of this Insurance clause pertaining to policies of insurance in regard to those types and levels of insurance.

It is agreed that STATE shall not be liable for the payment of any premiums or assessments on the required insurance coverage.

- 10. **Sublet and Assignment of License** – The CITY shall not sublet or assign its rights under this License without STATE's prior written consent. Any assignment or transfer of this License by either party shall be subject to the other parties rights and obligations herein, and any assignee or transferee shall continue to perform such obligations and shall, correspondingly, be entitled to the benefits of this License pursuant to the terms and conditions hereof.
- 11. **Rights of Parties** – The rights and obligations set forth in this License will be binding upon and inure to the benefit of the CITY and STATE and their successors and assignees. This License shall not be interpreted as creating any easement or any covenant or condition running with the land or any further right with respect to any related real property other than as specifically provided herein. The rights of CITY and its successors and assigns hereunder will be subordinate and subject to the rights of the holder of any mortgage, deed of trust, or other encumbrance against the property now or hereafter granted or created by STATE against the property.
- 12. **Cooperation** – CITY agrees to coordinate its Activity with the CMD Area Coordinator, (916) 369-5100, to minimize any impairment of access to the Property and any inconvenience to or disruption of STATE's business on the Property.
- 13. **Maintenance of Property** – CITY shall maintain the Property during the Activities by removing all litter from the Property. CITY shall be responsible for leaving the Property in as clean a condition as it was received and will provide the STATE with a 24-hour telephone number(s) if it is necessary to inform CITY that the lot has not been cleaned. Papers and other debris left on the Property must be cleared within 24 hours of notification from STATE. If the Premises is not found in the same condition as it was received by the CITY, any and all costs associated with the clean-up shall be paid by the CITY upon demand by STATE.
- 14. **Improvements and Modifications** – In making any excavation and/or installation of equipment, temporary barriers, or fencing on the Property and/or easement areas, CITY shall make the same in such commercially reasonable manner as will cause the least injury to the surface of the ground around such excavation and/or construction, and shall replace the earth so removed by it and restore the surface of the ground and any improvement thereon to as near the same condition as they were prior to such excavation as is practicable.

Any construction or installation of such barriers or fencing shall be reviewed and approved by the State Chief Engineer and the local fire department.

15. **Access to Property** – Only CITY and its properly qualified and authorized agents, employees, contractors, and servants shall have the right of ingress to and egress from said Property. CITY will not cause or otherwise allow any roadway to be blocked or obstructed.
- STATE shall have access at all times to the site infrastructure for repairs and maintenance as necessary within the Property outlined in Exhibit "A."
16. **Relocation** - The location of the Property to be used by CITY for the purpose of this License may be changed as required by the STATE in the event of circumstances arising to warrant such a change. CITY agrees to accept another functionally equivalent location within the facility grounds within which to operate under the same general provisions of this License.
17. **Attorneys' Fees** - In the event of a default by either party or in the event of any suit or action arising out of this License, the prevailing party or the non-defaulting party will be entitled to recover its cost and expenses, including reasonable attorneys' fees in connection therewith.
18. **No Joint Venture** - No agency, employment agreement, joint venture, or partnership is created between the parties by this License and neither party will be deemed to be an agent of the other, nor will either party have the right or power of authority to act for the other in any manner, or to create any obligation, contracts, or debts binding upon the other party.
19. **Governing Law** - This License will be governed by and construed in accordance with the laws of the State of California.
20. **Amendments** - This License may be amended, changed, or modified only by written agreement executed by the CITY and STATE. No waiver or any provision of this License will be valid unless in writing signed by the party charged therewith.
21. **Severability** – If any provision of this License is determined to be illegal or unenforceable, this determination shall not affect any other provision of this License, and all other provisions shall remain in full force and effect.
22. **Separate Counterparts and Photocopies** – This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by electronic mail in "portable document format" ("pdf") form or by any other electronic means shall constitute effective execution and delivery of this document and shall have the same effect as copies executed and delivered with original signatures.
23. **Section Headings** – All section headings contained herein are for convenience of reference only, and are not intended to define or limit the scope of any provisions of this License.
24. **Entire Agreement** - This License represents the full, complete, and entire License agreement between the parties with respect to the subject matter hereof. The License shall not be in full force and effect except upon approval and signature on behalf of the Director of the Department of General Services.
25. **Nondiscrimination**. In the performance of this License, STATE shall not discriminate against any employee, subcontractor, applicant for employment with District, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

San Francisco PUC – San Francisco Armory

RIGHT TO ENTER AND CONSTRUCT

In the event of any dispute over the performance or interpretation of this Agreement, the parties agree to submit such dispute to the California Office of Administrative Hearings for arbitration which shall be binding. Venue for any proceedings or arbitration shall be in Sacramento County, California.

STATE OF CALIFORNIA
Department of General Services
Daniel C. Kim, Director

CITY AND COUNTY OF SAN FRANCISCO,
a Municipal Corporation

By: _____
MICHAEL P. BUTLER, Chief
Real Property Services Section

By: _____
HARLAN L. KELLY, JR.
General Manager,
San Francisco Public Utilities Commission

Date: _____

Date: _____

APPROVED:
California Military Department

APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney

By: Thomas J. Clarke
THOMAS CLARKE,
CW4 CA ARNG
Chief, Procurement Branch

By: _____
RICHARD HANDEL, Deputy City Attorney

Date: 9/20/17

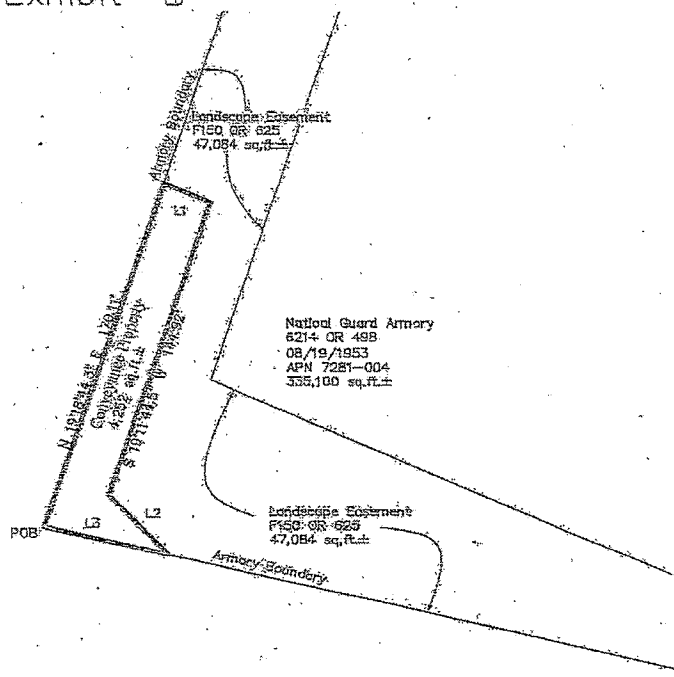
Date: _____

EXHIBIT A

Conveyance Property

Exhibit "B"

Line Table		
Line	Bearing	Distance
L1	S 67°37'31.6" E	22.90'
L2	S 43°33'20.1" E	39.18'
L3	N 76°41'15.7" W	58.35'



N
Not to Scale

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

Plat for Conveyance Property
National Guard Armory

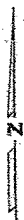
City and County of San Francisco

Building Easement.dwg 02/13/2015

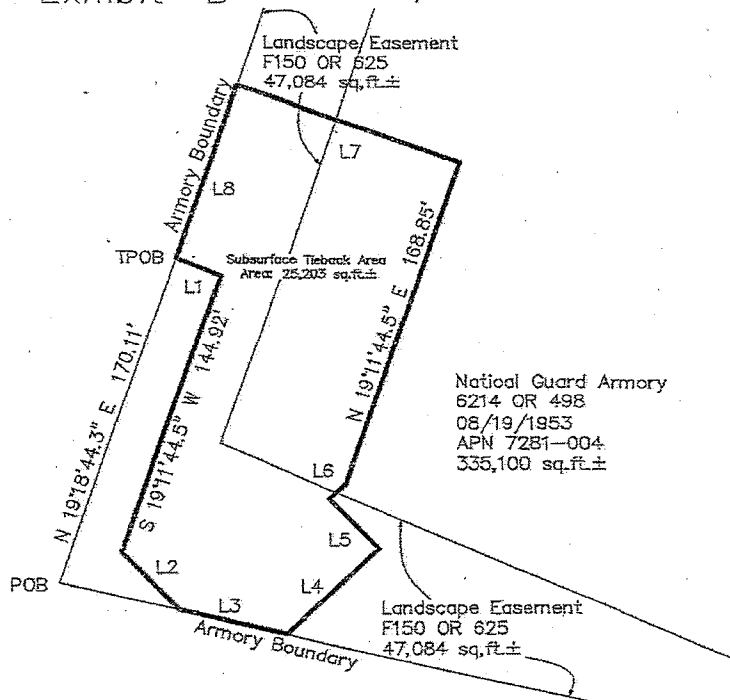


Exhibit "B"

Line Table		
Line	Bearing	Distance
L1	S 67°37'31.6" E	22.90'
L2	S 43°33'20.1" E	39.18'
L3	S 76°41'15.7" E	52.51'
L4	N 46°26'39.9" E	61.30'
L5	N 43°33'20.1" W	33.97'
L6	N 46°26'39.9" E	11.08'
L7	N 70°48'15.5" W	112.68'
L8	S 19°18'44.3" W	90.00'



Scale: 1"=60'



Map of Subsurface Tieback Area

EXHIBIT B

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

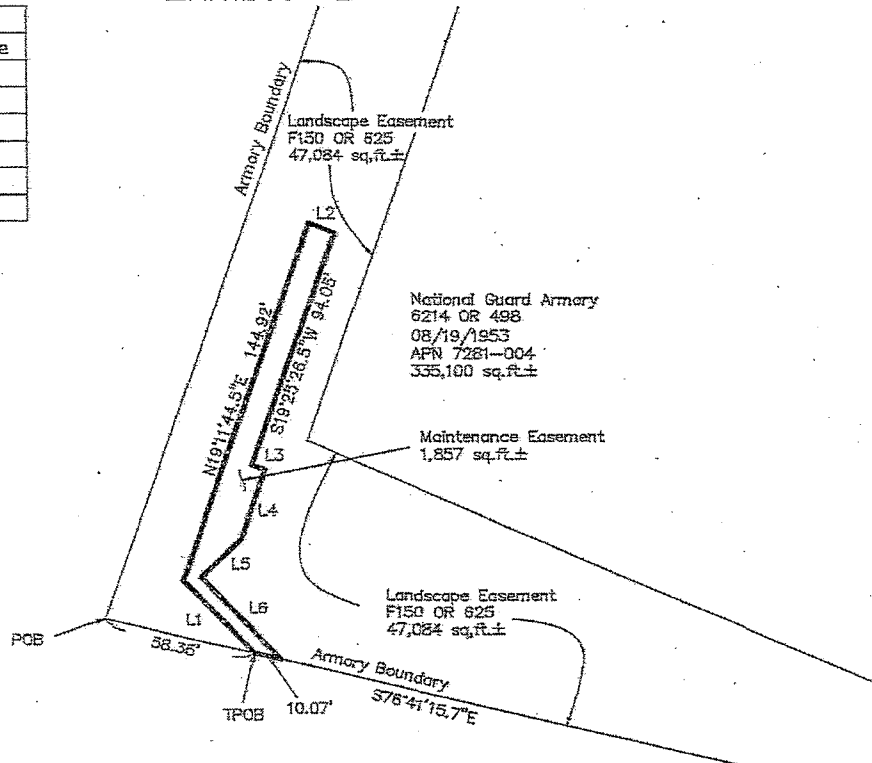
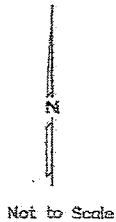
Plat for Subsurface Tieback Area
National Guard Armory

City and County of San Francisco
Tieback Easement.dwg 06/27/2016



Exhibit "B"

Line Table		
Line	Bearing	Distance
L1	N 43°33'20.1" W	39.18'
L2	S 67°37'31.6" E	10.52'
L3	S 69°42'41.6" E	5.14'
L4	S 18°22'14.3" W	27.98'
L5	S 46°36'56.5" W	21.08'
L6	S 43°06'41.4" E	43.91'

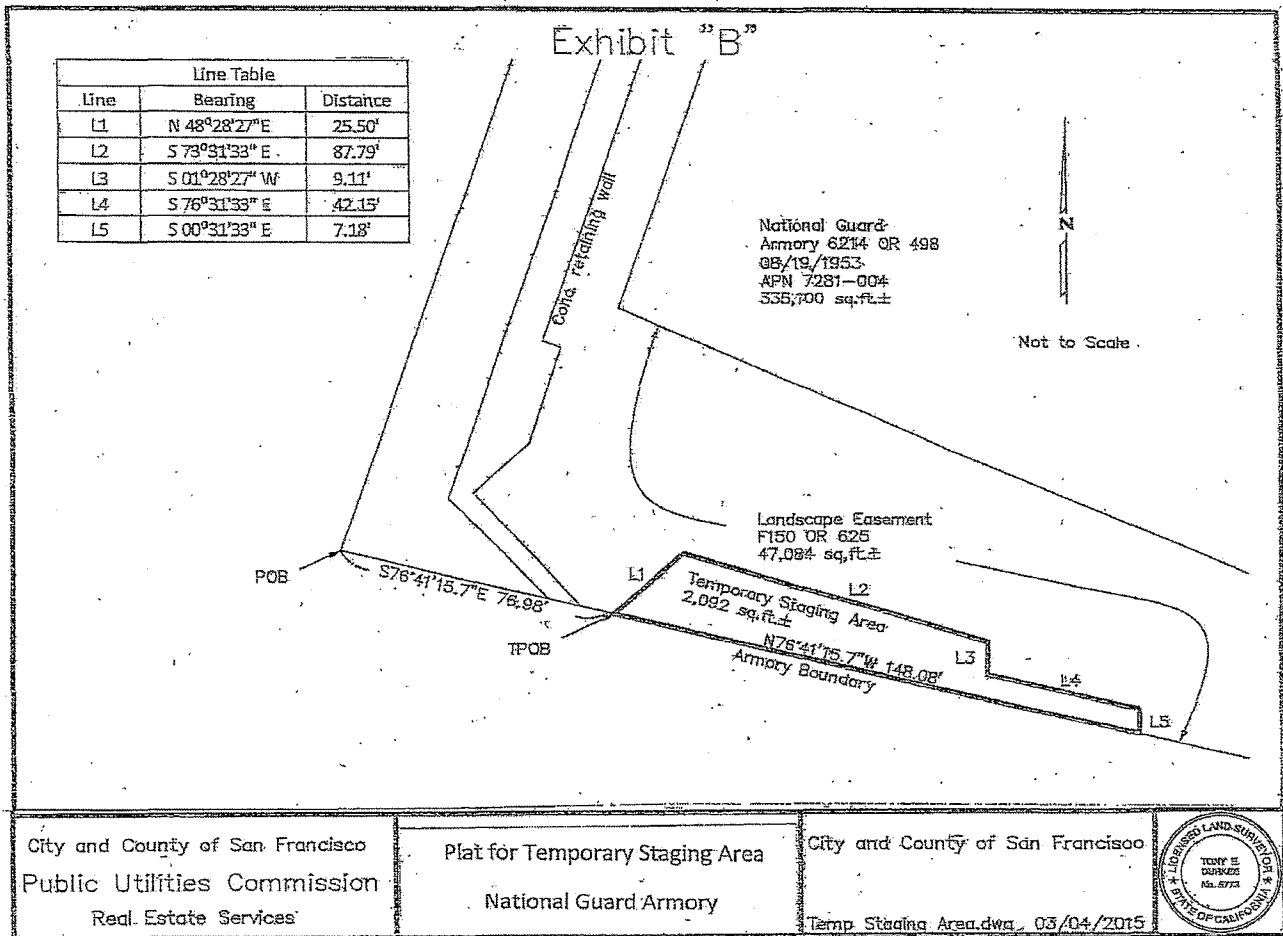


City and County of San Francisco
Public Utilities Commission
Real Estate Services

Plat for Maintenance Easement
National Guard Armory

City and County of San Francisco
Building Easement.dwg 02/13/2015





Map of Conveyance Property, Easements and Staging Area

EXHIBIT

